Common Council

335 South Broadway

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

Regular Meeting

Agenda

Tuesday, October 21, 2014 | 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 **October 21, 2014** 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 October 7, 2014 Common Council Meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Recommendation from Finance Committee to Approve Anonymous Donation of $1,000 Designated for Police Body Cameras.
6. Recommendation from the Finance/Personnel Committee to accept a $15,000 donation for the purchase of a power cot.
7. Recommendation from the Finance/Personnel Committee to transfer $19,800 from Unassigned Reserves to the Building Inspection Consulting Account.
8. Recommendation from the Finance/Personnel Committee regarding 2015 Health and Dental Renewal and Plan Design Changes.
9. Ordinance #14-14, Establishing Salaries for Elected Officials for the City of De Pere.
10. Resolution #14-111, Authorizing and Approving an Amended Revocable Occupancy Permit for St. Norbert College for Utility Tunnel Installation and Maintenance.
11. Resolution #14-112, Amending City Employee Policy Manual Regarding Compensation Policy.
12. Resolution #14-113, Authorizing Contract with Aetna Life Insurance Company for Long Term Disability Services.
13. Resolution 14-114, A Resolution Authorizing and Providing for the Sale and Issuance of $1,075,000 General Obligation Street Improvement Bonds, Series 2014A, and All Related Details.
14. Resolution 14-115, A Resolution Authorizing and Providing for the Sale and Issuance of $2,550,000 General Obligation Promissory Notes, Series 2014B, and All Related Details.
15. Application for a Temporary Premise Description Change for St. Norbert College, 161 Reid St., De Pere, WI submitted by St. Norbert College, Inc., Agent: Terrie DuBois, 729 Bascom Way, Green Bay 54311.
16. Voucher Approval.

17. Operator License Applications.

18. Future agenda items.

19. Consideration of Smale/Shuma Claim.

    PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(g), the Council may convene in closed session for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

    The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

20. Resolution #14-110, Authorizing Settlement of Claim (Kendra Smale and Matt Shuma).

21. Consider Request of West De Pere School District to Cancel Reimbursement.
    PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

    The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

    PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(g), the Council may convene in closed session for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

    The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

22. Status of Redevelopment Agreement Between the City of De Pere, the Redevelopment Authority and Center Ville, LLC (MAC Dental). (This item is for joint consideration by the Redevelopment Authority and the Common Council.)
    PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

    The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

    PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(g), the

Council may convene in closed session for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

23. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:
Alderpersons
Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Kendra Smale
Terrie DuBois
John Barnes, St. Norbert College

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 21, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the October 7, 2014 Common Council Meeting.

ATTACHMENTS:

- 10-07-2014 Common Council Meeting(DOCX)

Common Council

335 South Broadway

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

Regular Meeting

Draft Minutes

Tuesday, October 7, 2014 **7:30 PM** **De Pere City Hall Council Chambers**

1. Call to order. The Common Council Meeting was called to order on October 7, 2014 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status	Arrived
Michael J. Walsh	Mayor	Present	
Kevin Bauer	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 September 16, 2014 Common Council Meeting.

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

4. A Public Hearing to act on a Conditional Use request submitted by St. Norbert College to allow for an overnight shelter facility at 290 Reid Street.

A. Notice of Public Hearing.

Clerk-Treasurer Shana Defnet stated that the public hearing was published in the Green Bay Press Gazette on September 25th, 2014.

B. Recommendation from the Plan Commission.

City Planner Ken Pabich stated that the Plan Commission recommended approval. He reviewed the conditions of the Plan Commission. He suggested that the Council add a condition requiring St. Norbert College to coordinate or provide transportation to coordinating agencies for daytime services.

C. Resolution #14-107, Authorizing and Approving a Conditional Use Permit (Overnight Shelter Facility at 290 Reid Street; St. Norbert College Pennings Building).
Mayor Walsh declared the public hearing open; no one wished to speak and he declared the public meeting closed and entertained a motion. Alderperson Boyd moved, seconded by Alderperson Kneiszel to approve the resolution with the condition that St. Norbert College will coordinate or provide transportation to coordinating agencies for daytime services. Discussion followed. Upon vote on the resolution as amended, motion carried unanimously.

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

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

Mayor Walsh reminded the Council of the Budget Review meeting on Wednesday, October 8th.

6. Recommendation from the Plan Commission to approve the extra territorial Final Plat Application for Carpenter's Crossing North with 12 lots and a road dedication in the Town of Lawrence. Applicant: Mau & Associates.

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

7. Recommendation from the Plan Commission to approve the extra territorial CSM Application for a 2 outlot and road dedication CSM in the Town of Lawrence. Applicant: Mach IV.

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

8. Ordinance #14-13, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.

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

9. Resolution #14-108, Authorizing Grass Cutting Agreement (Brian Nooyen).

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

10. Resolution #14-109, Authorizing Donation Agreement Between the City of De Pere and De Pere Youth Hockey, Incorporated.

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

11. Appointments and re-appointments to various boards and commissions by Mayor Walsh.

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

12. Voucher Approval.

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

13. Operator License Applications.

CITY OF DE PERE - OCTOBER 7, 2014

ITEM	NAME	ADDRESS	CITY	ST	IP
Previously Tabled Operator License Applications					
1	ROSNER, COREY W.	1961 SCHEURING RD., APT. 4	DE PERE	WI	115
New Operator License Applications for the 2014-2016 Licensing Period					
1	BAKER, TERESE A.	1294 ELMORE ST.	GREEN BAY	WI	303
2	BEQUEAITH, DONNA M.	420 HARTLUNG ST.	GREEN BAY	WI	302
3	CABLE, TERICA L.	1971 SWAN RD., #221	DE PERE	WI	115
4	DONOHUE, STEPHANIE M.	2344 HOPF LN.	DE PERE	WI	115
5	KIRKEGAARD, CONNIE L.	7350 ELMS RD.	STURGEON BAY	WI	235
6	LONDO, JO A.	1006 CARDINAL ST.	DE PERE	WI	115
7	REED, LEAH M.	1740 PATRIOT WAY	DE PERE	WI	115
8	STERLETSKE, NANCY L.	208 N. SUPERIOR ST.	DE PERE	WI	115
9	SCHOENFELDT, ALICIA M.	1423 SAND ACRES DR.	DE PERE	WI	115
10	STAMPER, JESSICA M.	525 S. TAYLOR ST.	GREEN BAY	WI	303
11	VANDERLEEST, ADRIANA M.	1351 VANDERBRAAK ST.	GREEN BAY	WI	302
12	WOODLIFF, CAITLYN J.	117 MCDONALD ST.	OCONTO	WI	153

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

Alderperson Bauer moved, seconded by Alderperson Boyd to approve Operator License Applications #3 and 5-12 and to table Operator License Applications #1, 2, and 4. Upon vote, motion carried unanimously.

14. Future agenda items. None.

15. Status of Redevelopment Agreement Between the City of De Pere, the Redevelopment Authority and Center Ville, LLC (MAC Dental). (This item is for joint consideration by the Redevelopment Authority and the Common Council.)
At 7:55 p.m., Mayor Walsh read the closed session language and requested a 5 minute recess.

The Redevelopment Authority called the meeting to order with Board Members Ted Penn, Bill Komski, John Nusbaum, Joe Van Deurzen, and Julie Van Straten present. The

Redevelopment Authority entered into closed session at 8:03 p.m. Alderperson Crevier moved, seconded by Alderperson Boyd to enter closed session at 8:03 p.m. Upon roll call vote, motion carried unanimously. Upon motion by Bauer, seconded by Crevier, the Common Council returned to open session at 8:26 p.m. Upon roll call vote, motion carried unanimously. The Redevelopment Authority returned to open session at 8:26 p.m.

16. Adjournment. The Common Council meeting adjourned at 8:27 p.m. The Redevelopment Authority adjourned at 8:27 p.m.

Respectfully submitted,

Shana Defnet, Clerk-Treasurer

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**October 21, 2014**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Recommendation from Finance Committee to Approve Anonymous Donation of $1,000 Designated for Police Body Cameras.**

A donor, who specifically asked to remain anonymous, has graciously presented the police department with a check for $1,000 and earmarked the donation for the purchase of body cameras to be worn by officers in the field.

The department has been discussing in-car cameras and body worn cameras for use by officers and has researched different vendors, but has not concluded the research or made a decision. However, so far our research indicates the use of body worn cameras will capture far more of an incident than in-car cameras would and for that reason the department has been leaning toward body worn devices.

The donation would be placed in the department donation account and earmarked appropriately. Should the department decide on in-car cameras, the donator would be contacted for a return of the donation or a change in the use of the donation.

Please accept this donation. If you should have any questions about this designation or the research so far on camera systems, then please contact me at your convenience. Thank you.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**October 21, 2014**
DEPARTMENT:	**Finance/Personnel Committee**
FROM:	**Jeffrey Roemer**
SUBJECT:	**Recommendation from the Finance/Personnel Committee to accept a $15,000 donation for the purchase of a power cot.**

I am requesting approval of a donation of $15,000 from Donna Gilson to be used towards the purchase of a Power Cot for the Ambulance in remembrance of her husband.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 21, 2014

DEPARTMENT: Finance/Personnel Committee

FROM: Judith Schmidt-Lehman

SUBJECT: Recommendation from the Finance/Personnel Committee to transfer $19,800 from Unassigned Reserves to the Building Inspection Consulting Account.

ATTACHMENTS:

- Mayor & F-P - fund transfer request 10-8-14 (DOCX)
- 2014 Concorde expenses (PDF)

MEMORANDUM

TO: Mayor Michael J. Walsh
Finance/Personnel Committee Members

FROM: Judith Schmidt-Lehman, City Attorney

DATE: October 9, 2014

RE: Request to Transfer Funds from Unassigned Reserves

The consulting account (#100-51300-215) in the city attorney budget is used for payment of miscellaneous and contracted professional services provided to the department in connection with legal actions or requirements. In 2014, the department anticipated these expenses at around $45,000, which was intended to cover municipal prosecutor contract costs, outside labor costs associated with the labor negotiations and arbitration appeal, and various other miscellaneous costs, such as register of deeds, title insurance and like expenses.

To date, two legal matters, unforeseen at budget time, have impacted the department consulting account; namely the Police & Fire Commission hearing on charges filed against the assistant chief and the condemning and razing of three Concorde Custom Homes properties. The Police & Fire Commission matter involved hiring independent legal counsel to advise the Commission. These proceedings, more involved and longer in resolution than anticipated, resulted in $18,113 expended for costs and legal fees.

In the early part of 2014, the building inspection department instituted the legal process required to condem and raze three abandoned partially constructed single family homes which had deteriorated to the extent that they were unusable and had become a public nuisance. Building inspection did not budget any monies in 2014 for this type of proceeding, therefore the law department utilized its consulting account to pay for necessary services in anticipation of and to initiate the condemnation. Those costs included letter reports on each property, hiring an architect to provide an opinion on structural integrity of the three partial structures, and service of process costs totaling $1,053.75. Attached is a breakdown of these expenses.

Additionally, building inspection bid out the razing of these structures, with the low bid of $6,600 per structure ($19,800 total) being accepted. The structures have been razed and sites returned to a dust and erosion free condition. The invoice for this work however has not been received by the building inspection department.

With a current budget balance of approximately $5,154, the law department consulting account does not have sufficient funds to pay this invoice. We anticipate municipal prosecutor invoices totaling approximately $4,500 through the end of the year and approximately $500 in miscellaneous expenses, which would leave an approximate balance of $154. In order to pay the

$19,800 invoice for the razing of the three Concorde Custom Homes properties from the law department consulting account, a transfer of $19,700 from unassigned reserves is necessary. As an alternative, the $19,800 invoice could be funded from unassigned reserves to the building inspection consulting account #100-52400-215.

All condemnation costs will be placed upon the tax roll of the various properties and returned to the City, either by payment of the charges by the property owner (unlikely) or when the property is sold.

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

JSL:jld
Attachment
H:\jdupont\Memos\2014\Mayor & F-P - fund transfer request 10-8-14.docx

CONCORDE CUSTOM HOMES
For invoices received as of 10/9/14

Date	Description	Amount
2013 EXPENSES		
12/20/2013	GREEN BAY TITLE COMPANY INC	$ 195.00
12/31/2013	BROWN COUNTY REGISTER OF DEEDS	$ 3.50
	TOTAL 2013 EXPENSES	**$ 198.50**
2014 EXPENSES		
05/06/2014	BRANDER CONST TECHNOLOGY INC.	$ 618.75
05/20/2014	GREEN BAY TITLE COMPANY INC	$ 75.00
05/20/2014	GREEN BAY TITLE COMPANY INC	$ 75.00
05/20/2014	GREEN BAY TITLE COMPANY INC	$ 75.00
06/17/2014	BROWN COUNTY REGISTER OF DEEDS	$ 90.00
06/17/2014	PATRICK ZELZER AND ASSOCIATES	$ 75.00
06/17/2014	PATRICK ZELZER AND ASSOCIATES	$ 25.00
06/17/2014	PATRICK ZELZER AND ASSOCIATES	$ 20.00
	CURRENT 2014 EXPENSES	**$ 1,053.75**
Pending	REDS EXCAVATING - demolition expense	$ 19,800.00
	TOTAL 2014 EXPENSES	**$ 20,853.75**
TOTAL EXPENSES FOR MATTER		**$ 21,052.25**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**October 21, 2014**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Recommendation from the Finance/Personnel Committee regarding 2015 Health and Dental Renewal and Plan Design Changes.**

Recommendation: The Finance/Personnel Committee approved all of the below changes.

Employee Benefits
As we approach the New Year, it is time to set our funding levels and premiums for our health/dental insurance plans for 2015. In July of 2014 we did a full RFP for a benefit consultant and selected M3. In the short amount of time that we have been working with M3, we have been able to leverage and market some of our insurance products for best in class and cost going into 2015.

We have reviewed the plan design with M3 and are recommending some plan design changes that will keep the plan compliant with health care reform, help to control costs as we prepare for 2018 and an impending Cadillac tax issues, and guide employees in being better consumers. In 2015 the ACA requires an annual offering of insurance to all employees who work 30+ hours, and that we have on file any employees who waive coverage.

Medical Plan Design Changes

- Change in Maximum Out of Pocket; $2,500 Single/ $5,000 Family in-network
  - $3,500 single / $7,000 family out of network
- Prescription drug;
  - Add a 4th tier for specialty medication at a co-insurance of 10% - not to exceed $100
  - Forced generic program
    - when a generic is available, plan will only pay generic equivalent reimbursement
  - Prior Authorization on any compound medications over $250
  - Mail order 90 day supply for 2 co pays
    - Retail supply - co pay per 30 day fill
- Cover routine / preventative care “Out of Network” subject to deductible and coinsurance
- Add a Mental Health gateway incentive; all members who access mental health services through our existing relationship with Employee Resource Center (ERC) and work to have an annual treatment plan in place will have deductible waived on mental heath services. (see attached sheet for details)
- Add a retail clinic $5 co pay, then 100%
  - Fast Care in Shopko, Quick Care in Wal-Mart and Always Care at Walgreens.
- Patient Care advocacy services; recommendation is to terminate these services. Low utilization within the employee population and all of the advocacy services are available through our relationship with Humana. M3 will help to facilitate member navigation when/if necessary.

Medical Renewal Rates

The overall recommended increase to our overall medical funding is approximately 6.99%. Using this increase, the new rates will be as follows:

	Current	**Renewal**
Single	$675.88	$723.12
EE+1	$1,257.94	$1,345.87
Family	$2,063.22	$2,207.44
*Retiree Single under 65	$689.40	$737.59
*Retiree EE+1 under 65	$1,283.10	$1372.79
*Retiree Family under 65	$2,104.48	$2,251.59
Medicare Single over 65	$608.29	$650.81
Medicare Two over 65	$1216.58	$1,301.61
Medicare one over one under 65	$1283.88	$1,373.93

*****Rates listed do not include the recommended 30% increase.

Dental Insurance

The City's dental plan has been in place, and with the exception of last year, had remained mostly unchanged for many years. We are recommending providing an open enrollment for 2015 as we have never offered open enrollment for our dental insurance. To comply with the ACA, we are required to offer open enrollment in 2015 for the medical plan.

- There are currently 21 individuals who have waived coverage to date that would be eligible for dental insurance.

Dental Renewal Rates

Our consultant, M3, recommends we increase our dental rates by 2.35% beginning January 1, 2015. You may recall in November of 2013 it was recommended and approved that we increase the family premium in increments over a 3 year period to get them in alignment with an 85/15 contribution strategy to match that of the single covered employee. The City pays 48% of the premium for a family plan and that will increase to 67% in 2015. The employee will pay 33% of the premium in 2015. Rates will be as follows;

Current Monthly Rates	**2015 Recommended**
Single - $ 36.98	Single - $ 37.85
Family - $112.44	Family - $115.08

Ancillary Services

M3 marketed our current LTD services and is recommending a change to Aetna for January 1, 2015. This is an exact plan design match with savings of 42.59% or $18,924.66 annually. Aetna is an A+ rated company. The contract will come back for approval at the next meeting. The contract will be ready for approval at the City Council meeting.

HRA/FSA/COBRA administration

As part of working with M3 we are able to take advantage of an RFP for these services combined with City of Green Bay, Brown County and Moraine Park Technical College. As part of the process, Employee Benefits Corporation was the selected vendor for these services. Given the timing, we won't be moving over to this new vendor until 2016. We will save approximately 30% from the current rate or about $3,000 annually by participating in this combined service arrangement.

Retiree Health Insurance Rates

At the April 15th City Council meeting, the rates retirees were paying for health insurance was discussed. Numerous options were identified for how to proceed with the rates. The Council made the decision to increase rates for those eligible for Medicare from 50% to 90% and for any employees that retired after

October would no longer be eligible to stay on the City's insurance once eligible for Medicare (65+). The Council did not make any decisions on retiree health insurance and had asked the health insurance review team (now called Benefit/Wellness Advisory Team) to make a recommendation to bring back to the Council. This team is made up employees from the various departments. The intent of the team is to provide input and feedback regarding the benefits offered by the City.

After discussion with the team, the team recommended retiree rates be increased 30% of the active employee in 2015. If you recall, if we were to increase the retiree rates based the average subsidized by the city from 2007-2012, the increase was 103%. It was previously discussed doing a 30% increase for the next three years. The team felt comfortable making a recommendation for one year at this time and plans to review it again next year.

Please contact me at 339-4045 if you have questions prior to the meeting.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**October 21, 2014**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Ordinance #14-14, Establishing Salaries for Elected Officials for the City of De Pere.**

Recommendation: The Finance/Personnel Committee is recommending a 2% increase for the Mayor and Common Council members for both 2016 and 2017.

As you know, salaries for the positions of Mayor and Council are reviewed every odd year and set forward for the next two term years. As 2015 is approaching, it is time to decide on salaries for 2016 and 2017.

Attached is a survey of Mayor/Alderpersons salaries from other communities.

For your information, listed below are the salaries approved for 2014 through 2015.

Mayor	May 1, 2014	$22,299
	May 1, 2015	$22,745
Council	May 1, 2014	$6,392
	May 1, 2015	$6,520

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

Thank you.

ATTACHMENTS:

- Ord14-14 (DOCX)
- Copy of Copy of Copy of 2015-2016 mayor alderperson comps (XLSX)
- Copy of Summary of past year salaries (XLSX)

ORDINANCE #14-14

ESTABLISHING SALARIES FOR ELECTED OFFICIALS FOR THE CITY OF DE PERE

Section 1. The annual salaries to be paid for the Officers enumerated below shall be as follows:

Office	Effective Date	Annual Salary
Mayor	May 1, 2016	$23,200
Mayor	May 1, 2017	$23,664
Alderperson	May 1, 2016	$6,650
Alderperson	May 1, 2017	$6,783

Section 2. Any other regulation, ordinance, or rule set forth in the De Pere Municipal Code that conflicts with this ordinance is hereby repealed.

Section 3. This ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, this 21st day of October, 2014.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:______
Nays:______
Publication Date: ________________
Effective Date: __________________

Mayor/Alderperson Comparables

Municipality	Population	Position	2014-2015 Salary	Full Time City Administrator
De Pere	24,047	Village President/Mayor	$22,299	Yes
		Trustee/Council Member	$6,392	
Allouez	13,932	Village President/Mayor	$8,364	Yes
		Trustee/Council Member	$6,732	
Ashwaubenon	16,973	Village President/Mayor	$28,000	Yes
		Trustee/Council Member	$7,500	
Menasha	17,454	Village President/Mayor	$64,000 (Full-time)	No
		Trustee/Council Member	$5,190	
WI Rapids	18,559	Village President/Mayor	$63,750 (Full-time)	No
		Trustee/Council Member	$5,880	
Marshfield	19,413	Village President/Mayor	$24,300	Yes
		Trustee/Council Member	$4,580	
Mequon	23,225	Village President/Mayor	$9,600	Yes
		Trustee/Council Member	$4,800	
Neenah	25,750	Village President/Mayor	$79,250 (Full-time)	No
		Trustee/Council Member	$4,075 - $4,800	
Sun Prairie	31,213	Village President/Mayor	$20,000	Yes
		Trustee/Council Member	$6,500	
West Bend	32,500	Village President/Mayor	$9,418	Yes
		Trustee/Council Member	$4,236	
Manitowoc	33,649	Village President/Mayor	$73,043 (Full-time)	No
		Trustee/Council Member	$3,120	
Germantown	19,811	Village President/Mayor	$8,000	Yes
		Trustee/Council Member	$5,500	

Summary of position salaries

		Mayor	Alderpersons
2000		$18,658	$5,511
	% Increase	0.0%	0.0%
2001		$18,658	$5,511
	% Increase	3.0%	3.0%
2002		$19,218	$5,676
	% Increase	3.0%	3.0%
2003		$19,795	$5,846
	% Increase	1.5%	1.5%
2004		$20,092	$5,934
	% Increase	1.5%	1.5%
2005		$20,393	$6,023
	% Increase	1.5%	1.5%
2006		$20,699	$6,113
	% Increase	1.5%	1.5%
2007		$21,009	$6,205
	% Increase	1.5%	1.5%
2008		$21,324	$6,298
	% Increase	1.5%	1.5%
2009		$21,644	$6,392
	% Increase	1.5%	0.0%
2010		$21,969	$6,392
	% Increase	1.5%	0.0%
2011		$22,299	$6,392
	% Increase	0.0%	0.0%
2012		$22,299	$6,392
	% Increase	0.0%	0.0%
2013		$22,299	$6,392
	% Increase	0.0%	0.0%
2014		22,299	6,392
	% Increase	2.0%	2.0%
2015		22,745	6,520

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**October 21, 2014**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #14-111, Authorizing and Approving an Amended Revocable Occupancy Permit for St. Norbert College for Utility Tunnel Installation and Maintenance.**

Board of Public Works Update: **Staff recommends granting a revocable occupancy permit as requested.**

St. Norbert College has requested a revocable occupancy permit for their existing underground utility tunnel on Reid Street. The existing tunnel is being extended for the purpose of bringing campus steam lines to three dormitory buildings on the North end of campus. (See attached map)

ATTACHMENTS:

- Reso14-111 (DOCX)
- SNC Utility Tunnels 10-14-14-001-08 (DOCX)
- Exhibit A - SNC (PDF)
- Exhibit B - SNC (PDF)

RESOLUTION #14-111

AUTHORIZING AND APPROVING AN AMENDED REVOCABLE OCCUPANCY PERMIT FOR ST. NORBERT COLLEGE FOR UTILITY TUNNEL INSTALLATION AND MAINTENANCE

WHEREAS, St. Norbert College currently has a Revocable Occupancy Permit for its utility tunnel in City right-of-way at Third and previously vacated Millar Street; and

WHEREAS, St. Norbert College has requested permission for its utility tunnel presently located in City right-of-way at Reid Street to be included in such Revocable Occupancy Permit; and

WHEREAS, such request has been reviewed by the Board of Public Works which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and Clerk Treasurer are authorized and directed to execute the attached Amended Revocable Occupancy Permit with St. Norbert College for the purposes identified therein.

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 21st day of October, 2014.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:______
Nays:______

Attachment: Reso14-111 (2737 : Resolution #14-111, Revocable Occupancy Permit ? St. Norbert College - Reid Street)

AMENDED
REVOCABLE OCCUPANCY PERMIT

Name and Address of Permittee: St. Norbert College
100 Grant Street
De Pere, WI 54115

Grantor: City of De Pere

Location of Encroachment: Third Street at vacated Millar Street (Exhibit A) and Reid Street (Exhibit B)

Purpose of Encroachment: Construction and maintenance of underground utility tunnel

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

1. This permit authorizes the construction and maintenance of utility tunnels as shown in the attached Exhibits A and B. These utility tunnels shall remain in City right-of-way only until such time as they are no longer required by Permittee. The utility tunnels shall then, upon written notice to City by Permittee, be immediately abandoned and removed from the right-of-way by Permittee in accordance with the rules and regulations applicable to such practices at the time of abandonment and removal.

2. Permittee shall, prior to commencing work hereunder, become a member of a utility locator service (i.e. Digger's Hotline) for purposes of providing the location of the irrigation system during construction within the City right-of-way.

3. Permittee shall, prior to commencing work hereunder, submit to the City Department of Public Works detailed construction plans showing specific dimensioned location of the utility tunnel, including adjacent utilities.

4. Notwithstanding paragraph 1, above, if the City right-of-way is required for another use deemed by the City of De Pere to be inconsistent with the continued use or occupancy under this permit or if the City determines that the installation or use of the facilities authorized under this permit creates conditions adverse to the best interests of right-of-way users, the general public, or presents a threat to street safety, then Permittee, upon notification by the City, shall promptly remove the encroaching utility tunnels and utilities from the right-of-way upon thirty (30) days written notice to Permittee. The utility tunnel and utilities shall then be removed by Permittee at Permittee's sole cost and in accordance with all rules and regulations then applicable and the area returned to the City.

5. No other use of the above-described property within the City right-of-way is permitted except that specifically approved hereby.

6. Permittee shall save and hold the City of De Pere harmless from any and all injury that may occur to any party as the result of Permittee's use of the right-of-way referenced hereunder. This provision is intended to indemnify and hold harmless the City of De Pere to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, Permittee shall maintain a general liability insurance policy on its business operations in an amount of not less than One Million Dollars per occurrence and shall produce a Certificate of Insurance demonstrating to the satisfaction of the City that the City is entitled to coverage thereunder under the terms and conditions of this agreement.

7. Failure by Permittee to comply with the provisions of this permit is cause for the City to terminate this permit and require Permittee to take immediate action to restore the right-of-way to its original condition and to maintain any action at law or in equity to require such action and the costs thereof paid by Permittee.

8. Issuance of this permit shall not be construed as a waiver of Permittee's obligation to comply with more restrictive requirements which may be imposed by local ordinance.

9. Permittee shall comply with all City and State permitting and construction requirements.

10. This permit is not assignable without the prior written consent of City.

11. Notices permitted or required hereunder shall be sent via first class mail to:

If to Permittee:	If to De Pere:
John Barnes St. Norbert College 100 Grant Street De Pere, WI 54115	Director of Public Works 925 South Sixth Street De Pere, WI 54115

We, the undersigned, acknowledge that we have read and understand the foregoing conditions and that this agreement is to be binding upon the heirs, personal representatives, and successors of all parties. No representations other than those expressed herein, either oral or written, are part of this permit. Permittee acknowledges receipt of a copy of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ________ day of _________________________, 2014.

ST. NORBERT COLLEGE

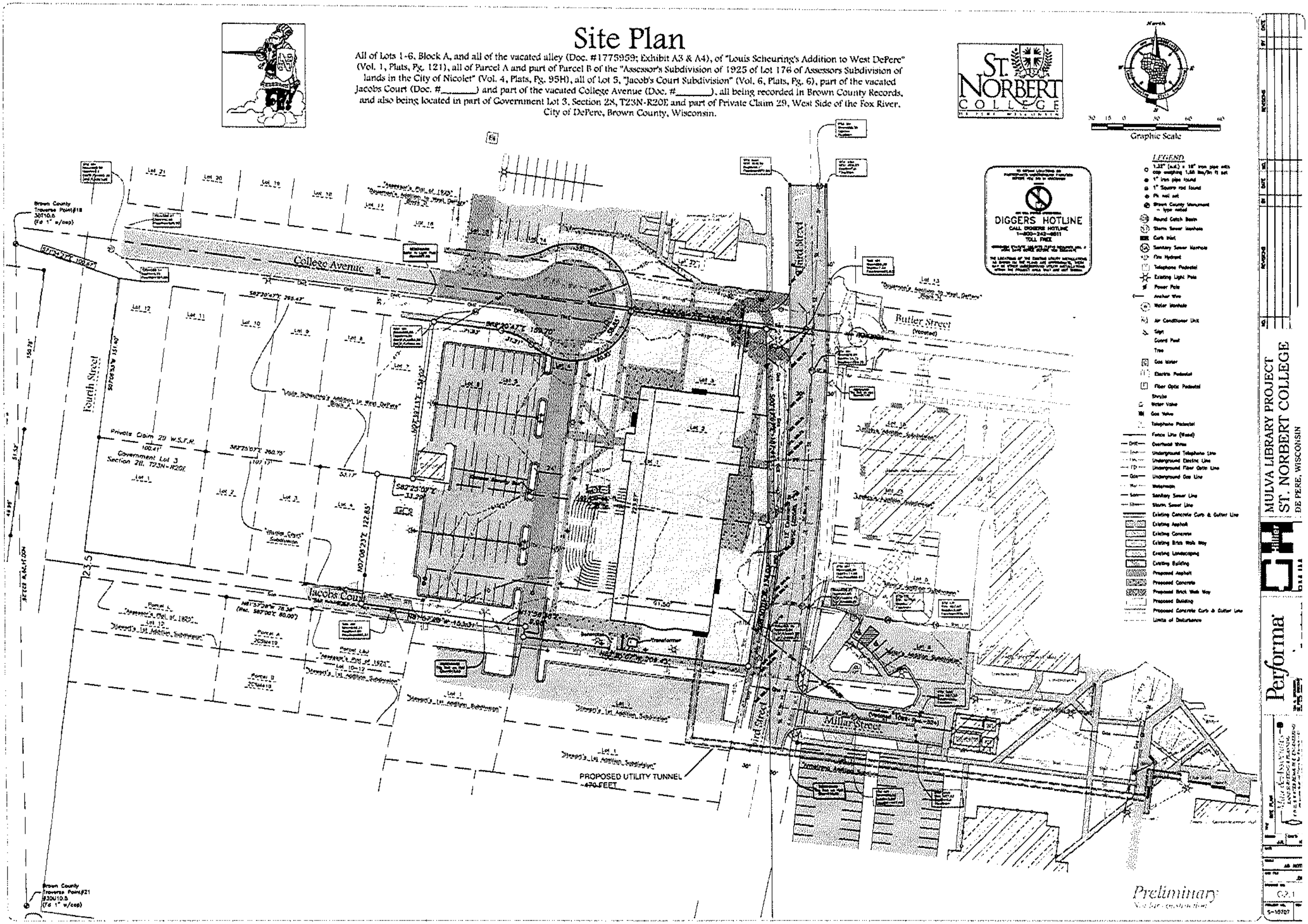
____
Print Name:
Title:

CITY OF DE PERE

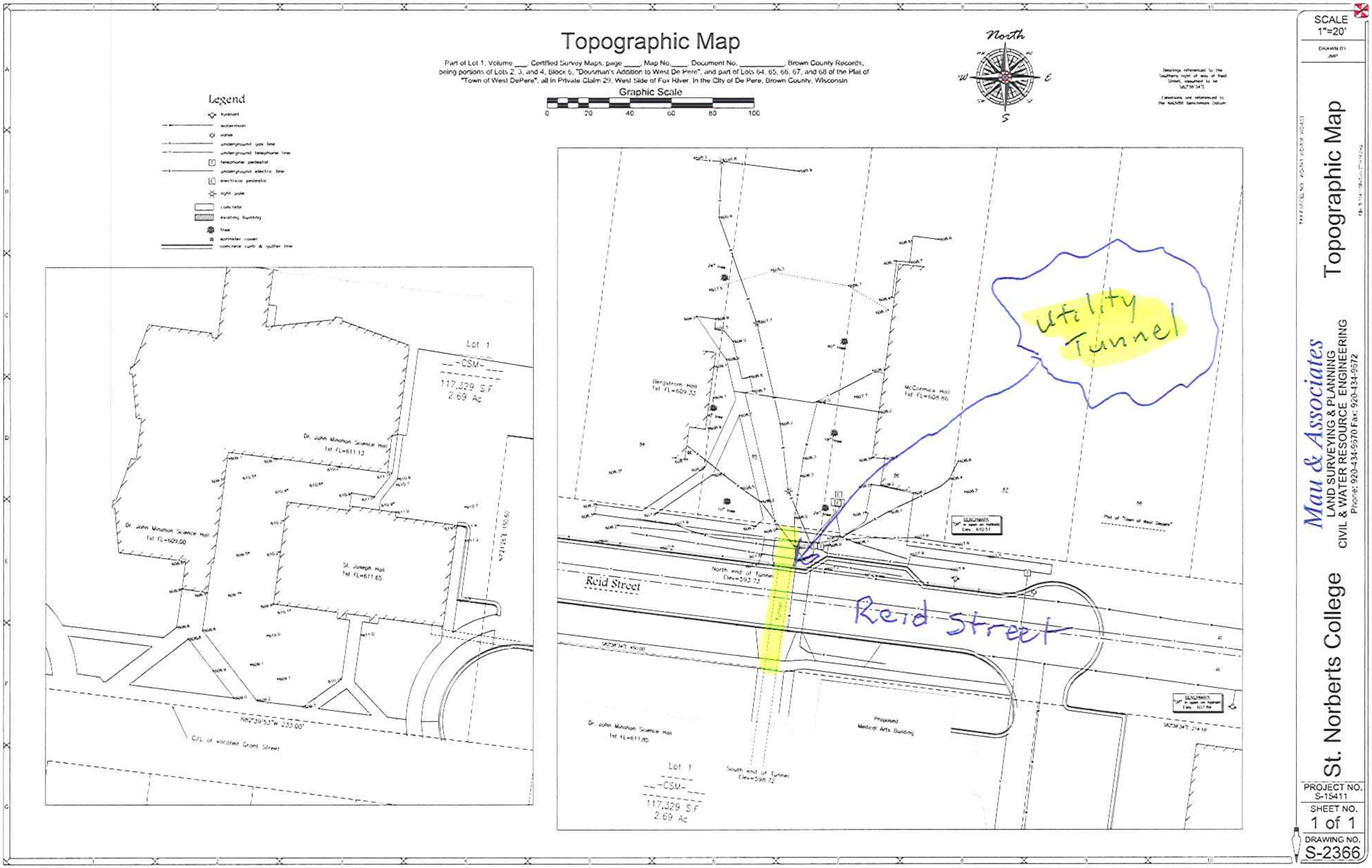
____
Michael J. Walsh, Mayor

____
Shana L Defnet, Clerk-Treasurer

H:\jdupont\ROP\2014\SNC Utility Tunnels 10-14-14-001-08.docx



Site Plan
All of Lots 1-6, Block A, and all of the vacated alley (Doc. #1775959; Exhibit A3 & A4), of "Louis Scheuring's Addition to West DePere" (Vol. 1, Plats, Pg. 121), all of Parcel A and part of Parcel B of the "Assessor's Subdivision of 1925 of Lot 176 of Assessors Subdivision of lands in the City of Nicolet" (Vol. 4, Plats, Pg. 95H), all of Lot 5, "Jacob's Court Subdivision" (Vol. 6, Plats, Pg. 6), part of the vacated Jacobs Court (Doc. #________) and part of the vacated College Avenue (Doc. #________), all being recorded in Brown County Records, and also being located in part of Government Lot 3, Section 28, T23N-R20E and part of Private Claim 29, West Side of the Fox River. City of DePere, Brown County, Wisconsin.
ST. NORBERT COLLEGE
DIGGERS HOTLINE
Graphic Scale
LEGEND
College Avenue
Third Street
Butler Street
Fourth Street
Jacobs Court
Millar Street
Private Claim 29 W.S.F.R.
Government Lot 3 Section 28, T23N-R20E
PROPOSED UTILITY TUNNEL
-470 FEET
Preliminary
MULVA LIBRARY PROJECT
ST. NORBERT COLLEGE
DE PERE, WISCONSIN
Performa
C2.1



Topographic Map
Part of Lot 1, Volume ___, Certified Survey Maps, page ____, Map No.____ Document No. __________, Brown County Records, being portions of Lots 2, 3, and 4, Block 6, "Dousman's Addition to West De Pere", and part of Lots 64, 65, 66, 67, and 68 of the Plat of "Town of West DePere", all in Private Claim 29, West Side of Fox River, in the City of De Pere, Brown County, Wisconsin
Graphic Scale
0 20 40 60 80 100
North
Legend
Lot 1
CSM
117,329 S.F.
2.69 Ac
Dr. John Minahan Science Hall
St. Joseph Hall
Bergstrom Hall
McCormick Hall
Reid Street
North end of Tunnel
South end of Tunnel
Proposed Medical Arts Building
C/L of vacated Grant Street
Utility Tunnel
Reid Street
SCALE 1"=20'
Topographic Map
St. Norberts College
Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672
PROJECT NO. S-15411
SHEET NO. 1 of 1
DRAWING NO. S-2366

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**October 21, 2014**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Resolution #14-112, Amending City Employee Policy Manual Regarding Compensation Policy.**

In June, the City Council approved the compensation policy which outlines the parameters of the new compensation plan which includes a pay for performance component. The performance management employee team (a team comprised of a cross section of City employees from the various work groups) worked together on the compensation policy but also has been working to establish the annual performance appraisal process and how employees should be rated on their performance.

Attached is the recommended performance management policy which addresses annual performance appraisals. Also attached is an updated version of the compensation policy. The policy has been updated in two areas:

1. The performance appraisal has a different amount of competencies (rating criteria) that employees will be rated on. Therefore, the merit pay section in the compensation policy was adjusted to reflect this change. The total amount of merit pay that each employee is eligible for remains that same.
2. Addendum Q is a new section added to the compensation policy. This addendum identifies how employees may be nominated for a performance award.

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

Thank you.

ATTACHMENTS:

- Reso14-112 (DOCX)
- Comp Policy 5 2014 (DOCX)
- Performance Management Policy-Annual Performance Appraisal Policy (DOCX)
- Addendum Q- Pay for Perormance Nomination Form (DOCX)

RESOLUTION #14-112

AMENDING CITY EMPLOYEE POLICY MANUAL
REGARDING COMPENSATION POLICY

WHEREAS, the Finance/Personnel Committee has reviewed the proposed performance management policy component of the compensation policy recommended by the Human Resources Director upon the advice and consent of the performance management employee team; and

WHEREAS, the Committee recommends approval of such proposal as more fully set forth below.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves amending the City of De Pere Employee Policy Manual as follows:

Deleting **Section 6.9 iii. Merit Pay** of the current policy and replacing with the following:

1. Merit Pay
   a. Merit Pay Award.
      The employee must meet or exceed expectations in all areas of the performance appraisal for the year on which the merit pay is based.
      Employees are reviewed utilizing determined competencies. The maximum amount of merit pay an employee is eligible for is $600 per year. The dollar value per competency identified below is based on the performance appraisal having 15 competencies. If a performance appraisal has more or less than 15 competencies, the total amount for each competency will be pro-rated, with the max remaining at $600.

      - $40 for each competency in which the employee receives a rating of 5
      - $30 for each competency in which the employee receives a rating of 4

Delete **Section 6.10 Merit Pay/Performance Evaluation** of the current policy and replace with the attached **6.10 Performance Management – Annual Performance Appraisal.**

Delete **Addendum Q** of the current policy and replace with the attached **Addendum Q**.

BE IT FURTHER RESOLVED THAT:

All City officers, officials 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 21st day of October, 2014.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:______
Nays:______

6.9 Compensation Policy

The City of De Pere believes in providing fair and equitable compensation for its employees, such that it will be highly competitive with comparable municipal organizations in the State of Wisconsin.

a. Objectives. The City has adopted this compensation policy to:

   i. attract and retain well-qualified employees;
   ii. provide incentives and motivate employees toward higher performance to achieve the City's short and long-term goals;
   iii. communicate the organization's expectations regarding different rates of pay;
   iv. maintain competitive pay levels within the City's limited resources and state-imposed expenditure caps; and
   v. ensure the consistent administration and application of its compensation policy.

b. Program. Newly hired employees may be placed administratively anywhere in the assigned range. In determining an appropriate starting rate, consideration shall be given to the experience, education, previous earnings of the candidate and other job-related factors. Hiring above the range minimum requires the approval of the Human Resources Director and City Administrator.

c. Review of Pay Plan. Pay grade ranges, classifications, and internal pay compensation issues will be reviewed on an as needed basis, but at least every 5 years, in order to properly reflect both the external municipal job market and internal pay equity. A yearly summary of the plan's performance shall be completed by City Administration and report given to the Council.

d. Changes in Pay Grade. Considerations for change in pay grade can be initiated by the employee, department head or Finance/Personnel Committee. If initiated by an employee, the department head will be requested to submit documentation for presentation to the Finance/Personnel Committee as to whether the request of the employee for change in pay grade is warranted. A change in pay grade will only be considered if the employee's duties have changed sufficiently to warrant a reevaluation.

e. Pay Increases.

   i. Step Movement. Employees below the range Control Point shall advance the equivalent of one step a year until they reach the Control Point. These increments shall be based upon measured performance that at least meets expectations and shall be in addition to any other approved general yearly cost of living wage adjustments.

ii. Yearly Adjustments. Yearly cost of living wage adjustments (based on Midwest consumer price index) may be provided as approved by the Common Council during the budget process unless not warranted based on individual performance as determined by the City Administrator with supervisory input. All employees, except those red-circled (above 120% of market) are eligible for a COLA increase.

iii. Pay for Performance. An incentive program to reward employees for exceptional work exceeding expectations. The City rewards exceptional performance two ways: (1) merit pay and (2) performance award.

1. Merit Pay
   a. Merit Pay Award.
      The employee must meet or exceed expectations in all areas of the performance appraisal for the year on which the merit pay is based.

      Employees are reviewed utilizing determined competencies. The maximum amount of merit pay an employee is eligible for is $600 per year. The dollar value per competency identified below is based on the performance appraisal having 15 competencies. If a performance appraisal has more or less than 15 competencies, the total amount for each competency will be pro-rated, with the max remaining at $600.

      - $40 for each competency in which the employee receives a rating of 5
      - $30 for each competency in which the employee receives a rating of 4

2. Performance Award.
   Employees may be nominated for a performance award by themselves, anonymously by a co-worker, or by a department head (done in consideration of feedback from immediate supervisor). All nominations must be approved by the employee's department head to be considered. See **Addendum Q** for procedures on how to submit a nomination.

   a. Award Options.

      - Salary increase - percentage increase added to annual salary (applicable to those not red-circled)

      - Bonus - paid out as a set dollar amount or a percentage of salary (applicable to all employees including those red-circled)

- Paid time off (applicable to all employees including those red-circled)

Combination of two of the above (ex. salary increase, bonus or paid time off)

b. Review Team. A Performance Award Review Team will review all employees recommended for a performance award.

The Performance Award Review Team will consist of the City Administrator along with two supervisors from an outside organization. After reviewing all nominations, the Performance Award Review Team will decide which employees warrant a performance award when rated against all City employees nominated for a performance award.

The Performance Award Review Team will decide how performance awards will be distributed.

Funding of Pay for Performance Program. The total funds to be used for employees will be recommended by the Mayor annually as part of the proposed executive budget. Total funds to be used for the pay for performance program will be determined by the Common Council annually as part of the annual budget approval process.

Total pay disbursement to employees cannot exceed the total funding available for pay for performance pay in the adopted budget. If total pay expenditures are below available funds, excess funds are returned to the general fund balance at the end of the calendar year.

The pay for performance funds will be determined each year by taking 1% of the prior year's payroll. Merit pay disbursements will be first determined and the remaining funds may be used for performance awards. 5% of the remaining funds will be put aside for departments to provide immediate recognition to employees throughout the year for exemplary performance. (i.e. bringing in lunch for staff after working together cohesively on a big project, working very long hours to complete a task, etc.)

Employee Eligibility. Regular full-time non-represented employees and part-time employees.

Employees must be employed with the City a minimum of 12 consecutive months and for the full year to receive pay for performance. Pay will be prorated as a percentage of a 2,080-hour annual work schedule for part-time employees.

An annual performance appraisal must be completed for the year in which the merit pay is based.

Employees who do not meet expectations in any area of the performance appraisal for the year are not eligible for pay for performance.

Employees must be actively employed at the time of the performance disbursement. Employees who are on paid or unpaid leave due to disciplinary action by the City are not considered actively employed for purposes of eligibility.

<u>Disbursement of Merit Pay and Performance Awards.</u> All payments (merit pay and performance awards) will be disbursed to eligible employees in the second payroll in May of each year or the first payroll following the completion and tabulation of all appraisal of eligible employees.

6.10 Performance Management – Annual Performance Appraisal

The performance appraisal provides a means for discussing, planning and reviewing the performance of each employee. Regular performance appraisals:

- Help employees clearly define and understand their responsibilities.
- Provide criteria by which employees' performance will be evaluated.
- Suggest ways in which employees can improve performance.
- Identify employees with potential for advancement within the City of De Pere.
- Establish goals and a work plan for the coming year.
- Provide a fair basis for merit pay and performance awards.

I. Annual Performance Components

a. Rated criteria:

i. Evaluation of general annual performance competencies. Competencies are rated by the supervisor for all non-represented positions throughout the City.

ii. Competencies will be rated on a 5-point scale.

b. Not rated criteria:

i. Associate/Direct Report 360 Feedback.

ii. Performance Goals for evaluation year.

II. Rating Options

Competencies are rated on a 5-point scale. The definitions below give a general description of each rating.

5 - Exceptional – Distinguished performance (approximately top 10% of performers in the City)

4 - Exceeds Expectations – Superior performance (approximately top 25% of performers in the City)

3 - Successfully Meets Expectations – Satisfactory performance

2 - Requires Development – New in position and/or less than satisfactory performance

1 - Does Not Meet Expectations – Unacceptable performance (used for non-performance)

Total scores should resemble a bell curve where the majority of employees will fall into the middle as meeting expectations and a small percentage will be at the top and bottom.

III. Annual Appraisal Process

Human Resources manages the overall annual appraisal process and calendar for annual performance appraisals.

The following steps take place to complete an annual performance appraisal. Once each step is completed, the next step may take place.

1. **Human Resources**
   Notifies employees to complete a self-appraisal and due date. Employees without email will be notified by their supervisor.
2. **Employees**
   Complete a self-appraisal, selecting a rating for each competency. If a rating that is above or below "Successfully Meets Expectations" is selected the employee is required to add supporting comments for their rating. (Supervisors will be able to see the employee's ratings and comments for each competency.) Employees may add goals and/or development plans if desired. A minimum of one goal will be required prior to finalizing the appraisal. Once completed, they will submit their self-appraisal to their immediate supervisor. As part of the performance evaluation process, employees may also be requested to provide a 360 evaluation for another employee(s).
3. **Immediate Supervisor**
   Identifies and sends invitations to associates and/or direct reports (typically 2-4 City employees at any level that often work with the employee) to provide 360 feedback on the employee. After the 360 feedback has been received and reviewed by the immediate supervisor, the immediate supervisor rates the employee in each competency, providing supporting comments and examples for any rating that is above or below "Successfully Meets Expectations". The immediate supervisor may add goals and/or development plans or wait to complete the goals and/or development plan sections with the employee. A minimum of one goal will be required prior to finalizing the appraisal. The immediate supervisor sends the appraisal to the department head for review, if applicable. The department head has the option to approve the appraisal or send it back to the immediate supervisor for additional comments/consideration. The department head submits the appraisal to Human Resources.
4. **Human Resources**
   Reviews and approves the appraisal and sends it back to the immediate supervisor to review with the employee. Human Resources has the option to approve the appraisal or send it back to the immediate supervisor and/or department head for additional comments/consideration.
5. **Immediate Supervisor**
   Meet with each employee individually in a private setting to cover the appraisal and create specific performance goals for the upcoming year. (Performance goals need to be measurable and directly related to expectations associated with the role and responsibilities of the employee's position.) May verbally discuss associate/direct report comments with employee while reviewing the performance appraisal with the employee; however specific comments should not be shared, just general feedback.
6. **Employee**
   Sign-off on the appraisal, adding any final comments.
7. **Supervisor/Department Head**
   Sign-off on the appraisal.

8. **Human Resources**
Determine merit pay amounts based on the supervisor's rating on the performance appraisal and inform employees of any merit pay and/or performance awards through the pay for performance program.

CITY OF DE PERE	
Title: **PERFORMANCE AWARD PROCESS/FORM**	Last revised: **OCTOBER 6, 2014**

ADDENDUM Q

PERFORMANCE AWARD NOMINATION PROCESS/FORM

PURPOSE

To allow employees to be nominated for a performance award.

INSTRUCTIONS

The nomination form should be completed for anyone being recommended for a performance award. Employees may be nominated for a performance award by themselves, anonymously by a co-worker, or by a department head (done in consideration of feedback from immediate supervisor). The name of any co-worker nominations will not be shared with the employee. All nominations must be approved by the employee's department head to be considered.

All nomination forms should be submitted to Human Resources to be considered. All self-nominations and co-worker nominations must be sent into the employee's department head. The department head will then either approve or deny the request and send the form to Human Resources. Employees will be made aware they were nominated but will not be told who they were nominated by unless it is the employee's department head that nominated them. Employees will then need to sign the Performance Award Awareness Form and submit it to Human Resources.

CITY OF DE PERE	
Title: **PERFORMANCE AWARD PROCESS/FORM**	Last revised: **OCTOBER 6, 2014**

PERFORMANCE AWARD NOMINATION FORM

Name of employee being recommended for a Performance Award: ______________________

Why do you feel you (or the employee named above) should be considered for a performance award? Please describe in detail. Reasons for consideration should be work related. Examples include: an innovative idea or suggestion to save significant amount money, drastically improve operations, completion of a major task/project, overall exceptional performance, etc.

Submitted By: _____________ _______________________ ________

Name Signature (initial for electronic signature) Date

Department Head: Do you agree the employee should be considered? **Yes___ No ___**

____________________ _______________________ _______

Name Signature (initial for electronic signature) Date

CITY OF DE PERE	
Title: **PERFORMANCE AWARD PROCESS/FORM**	Last revised: **OCTOBER 6, 2014**

PERFORMANCE AWARD NOMINATION AWARENESS FORM

Date: __________________

To: ____________________

From: Human Resources

You have been nominated for pay for performance reward by:

_____ Employee (s)

_____ Your department head (done with consideration of feedback from the immediate supervisor, if applicable)

A Performance Award Review Team consisting of the City Administrator and two other outside supervisory personnel will review all City nominations and decide which employees should be rewarded with the award. In the event you are recommended for a performance award, please identify your preference for the award. (The City will try to accommodate your preference; however, there is no guarantee.)

(1 = first preference, 2 = second preference, etc.)

_____ Bonus or Salary Increase

_____ Vacation

_____Combination (Please specify) ___________________________________

I am aware that the performance award review team (comprised of the City Administrator and two supervisors from outside the organization) will need to review my performance evaluation as part of the process. I consent to having my performance evaluation reviewed by all members of the performance award review team.

____________________________________ _________

Employee Signature Date

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 21, 2014

DEPARTMENT: Finance/Personnel Committee

FROM: Shannon Metzler

SUBJECT: Resolution #14-113, Authorizing Contract with Aetna Life Insurance Company for Long Term Disability Services.

ATTACHMENTS:

- Reso14-113 (DOCX)
- SAMPLE LTD Contract (PDF)

RESOLUTION #14-113

AUTHORIZING CONTRACT WITH AETNA LIFE INSURANCE COMPANY
FOR LONG TERM DISABILTIY SERVICES

WHEREAS, M3 Insurance Solutions, Inc., the City's insurance consultant, has requested proposals from long term disability (LTD) providers to act as the City's LTD provider; and

WHEREAS, Aetna Life Insurance Company has offered to provide the same plan design at an annual amount significantly less than the City's current LTD provider; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council does hereby approve the contract with Aetna Life Insurance Company for such services as described above and authorizes subsequent renewals thereof provided the terms are substantively similar and sufficient funds have been properly budgeted therefor.

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 21st day of October, 2014.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:______
Nays:______

YOUR GROUP POLICY

This is your Group Policy. We feel certain that you will be pleased with this new format.

Your Group Policy consists of:

a policy "shell" containing general provisions relating to policyholder/insurance company matters, and

a certificate (including the Schedule of Benefits) containing the complete plan of benefits.

As changes in the plan occur, new or replacement pages will be issued and, when necessary a new or replacement certificate, Schedule of Benefits (SOB) or amendment which will be attached to a cover rider to the policy.

aetna®

Group Accident and Health Insurance Policy

This Policy is entered into by and between

Aetna Life Insurance Company
(**Aetna**, We, Us, or Our)

and

Basler Electric Company
(the Policyholder)

Policy Number:	GP-SAMPLE-GI
Date of Issue:	November 12, 2013
Effective Date:	November 1, 2013

This Policy shall be effective on the Effective Date and shall continue in force until terminated as provided herein.

In consideration of the mutual promises hereunder and the payment of Premiums and fees when due, We will pay benefits in accordance with the terms, conditions, limitations and exclusions set forth in this Policy. Benefits will be paid in accordance with the reasonable exercise of Our business judgment, consistent with applicable law. The duties and the rights of all persons will be based solely on the terms of this Policy.

Upon receipt of the Policyholder's signed Group Application, and upon receipt of the required initial Premium, this Policy shall be considered to be agreed to by the Policyholder and Us, and is fully enforceable in all respects against the Policyholder and Us.

Term of Policy:	The Initial Term shall be: The 12 consecutive month period beginning on the Effective Date. Thereafter, Subsequent Terms shall be: The 12 consecutive month period beginning on November 1 of each year.
Premium Due Dates:	The Effective Date and the first day of each succeeding calendar month.

This Policy is non-participating.

This Policy is governed by applicable federal law and the laws of XX.

Signed at **Aetna's** Home Office 151 Farmington Avenue Hartford, Connecticut 06156 on the date of issue.

Mark T. Bertolini
Chairman, Chief Executive Officer and President

Aetna Life Insurance Company
(A Stock Company)

GR-29N
01-01
01

Aetna Life Insurance Company

Index

Special Notice *(GR-29N-02-01-05 IL)*

Important Information Regarding Your Insurance

Insurance Contact Notice
In the event you need to contact someone about this insurance for any reason please contact your sales agent or broker. If no sales agent or broker was involved in the sale of this insurance, or if you have additional questions you may contact Us at the following address and telephone number:

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156
1-800-872-3862

Written correspondence is preferred so that a record of your inquiry is maintained. When contacting your sales agent, broker or Us, have your policy number available.

Fraud Notice
Any person who knowingly and with intent to injure; defraud; or deceive; any insurer files a statement of claim or an application containing any:

- false;
- incomplete; or
- misleading.
- information is guilty of a felony of the third degree.

Definitions *(GR-29N-03-01-01)*

Defined terms as used throughout this Policy appear in bolded print. Some of the terms are defined in this section while others are defined in the *Glossary* section of the Booklet-Certificate.

Associated Companies. This term means any company which is a subsidiary to or affiliated with the Policyholder for the purpose of providing benefits under This Policy.

Employee. This term is defined in the *Eligibility, Enrollment and Effective Date of Your Coverage* Section of the Certificate.

If the Policyholder is a partnership or proprietorship, each of its natural-person partners, or the proprietor, will be deemed to be an employee.

If an eligible person is covered under any other group health plan issued to the Policyholder by Us, or any other health benefit plan established and maintained by the Policyholder, they will not be considered eligible for health coverage under this Policy.

An employee is eligible only for the coverages shown in the Certificate which applies to his or her class.

Policy Contents

This Policy consists of all provisions set forth in this document as well as the provisions found in the Certificate, including the *Schedule of Benefits*, issued to covered employees under the group plan. Any amendment changing the provisions of the Certificate is also made part of this Policy as of the effective date of the amendment.

Certificate means each certificate included in the Policy as follows:

Identification	**Issue Date**	**Effective Date**	**Eligible Group and/or Type of Coverage**
Certificate 1	November 12, 2013	November 1, 2013	LTD
Schedule of Benefits 1A	November 12, 2013	November 1, 2013	
Active at Work Rider	November 12, 2013	November 1, 2013	
Complaint and Appeals Rider	November 12, 2013	November 1, 2013	

Premiums and Fees

Premiums Rates. The premium charges will be determined in accordance with the Premium Rates in effect on the Premium Due Date. The initial monthly Premium Rates are set forth in the Schedule of Premiums and Fees.

However, any other method may be used which: (a) yields about the same total amount; and (b) is agreeable to both the Policyholder and Us.

Premiums Due – Experience Rating. The Premium due under this policy on any Premium Due Date will be the sum of the premium charges for the coverages provided under this Policy. Covered employees and dependents as of each Premium Due Date will be determined by Us in accordance with Our records. A check does not constitute payment until it is honored by a bank. We may return a check issued against insufficient funds without making a second deposit attempt. We may accept a partial payment of Premium without waiving our right to collect the entire amount due.

If premiums are payable monthly, any insurance becoming effective will be charged from the first day of the policy month on or right after the date the insurance takes effect. Premium charges for insurance which terminates will cease as of the first day of the policy month on or right after the date the insurance terminates. If premiums are payable less often than monthly, premium charges or credits for a fraction of a premium-paying period will be made on a pro rata basis for the number of policy months between the date premium charges start or cease and the end of the premium-paying period. If this policy is changed to provide more coverage to take effect on a date other than the first day of a premium-paying period, a pro rata premium for the coverage will be due and payable on that date. It will cover the period then starting and ending right before the start of the next premium-paying period.

We may change premiums due to experience or a change in factors bearing on the risk assumed. Each change shall be made by written notice to the Policyholder by Us:

- At any time; or
- Pursuant to *Changes in Premium* section.

Except as otherwise provided in the *Changes in Premium* provision, no experience reduction or increase in Premium Rates shall become effective less than 12 months after the effective date of this Policy.

At the end of a policy year, We may declare an experience credit. We do not have a duty to declare any experience credit. If We declare an experience credit, We will return the amount of that credit to the Policyholder. We may return such credited funds by check, by application against future premium in the current or succeeding policy period, or in any other manner as agreed to by the Policyholder and Us. We may require the Policyholder to share the credit with employees as a condition of Our returning the credited funds to the Policyholder.

Instead of figuring premiums as described above, premiums may be figured in any way approved by Us that comes up with about the same amount of premiums.

(GR-29N-05-02-02 IL)
Aetna will not have to refund any premium, even if the Policyholder paid the premium in error, for a period prior to:

- The first day of the policy year in which **Aetna** receives proof that the refund should be made; or
- The date 3 months before **Aetna** receives proof that the refund should be made, if this produces a larger refund.

Fees and Assessments. In addition to the Premium, We may charge the following fees and require the Policyholder to pay or reimburse Us for the following assessments. Any such fees and assessments are due on the Premium Due Date as determined by Us:

- We may charge an installation fee upon initial installation of coverage or any significant change in installation (e.g., a significant change in the number of employees or a change in the method of reporting employee eligibility to Us). A fee may also be charged upon initial installation for any custom plan set-ups.
- We may charge a billing fee to each monthly Premium bill. The billing fee may include a fee for the recovery of any surcharges for amounts paid through credit card, debit card or other similar means.
- We may charge a reinstatement fee pursuant to the Termination provision.
- We may charge a fee in connection with a check returned due to insufficient funds.
- We may require the Policyholder to pay or reimburse Us for fees and special assessments required for high risk pools and other state programs.

Grace Period. The "Grace Period" means the 31 consecutive day period immediately following the Premium Due Date. The Policy will remain in force during the Grace Period. If We have not received all Premiums and fees due by the end of the Grace Period, this Policy will automatically terminate at the end of the Grace Period.

We will mail a written notice to the Policyholder at least 10 days prior to the end of the Grace Period informing the Policyholder that the premium was not received and that the Policy will be terminated as of the premium due date if the premium is not received by the end of the 31 day Grace Period.

Payment of Premiums and Fees. The Policyholder will pay premiums and fees by the Premium Due Date. Payment occurs when we receive good funds. They must be paid at Our home office or its authorized agent.

If We do not receive payment by the Premium Due Date, the Policyholder shall pay Us interest on the total premium amount and any fees overdue after the Premium Due Date including the premiums due for the Grace Period. The interest rate will be up to 1 1/2% per month for each month; or partial month; the balance remains unpaid. We may recover from the Policyholder: costs of collecting any unpaid premiums or fees, including reasonable attorney's fees; and costs of suit.

Premium Waiver

Payment of Premiums

Notwithstanding any provision in the Policy to the contrary, We may waive up to one month's billed premium during any policy term. If, after that month's premium has been billed, employees are added to or removed from plan coverage for that month of coverage, the premium waiver will not apply for those employees and additional premium will be due or credited, as applicable.

Termination

If the Policy is terminated within 12 months of the Policyholder's original Policy Effective Date, then We may require Policyholder to pay back the premium so waived. In that event, We will notify Policyholder on at least 10 days prior notice of the Premium Due Date for such premium.

(GR-29N-05-03-04 IL)

Changes in Premium. We may also change the Premium rates and fees effective as of any Premium Due Date upon 30 days prior written notice to the Policyholder. However, no such adjustment will be made during the Initial Term except:

- when there is significant change in factors bearing a material impact on the risk assumed by **Aetna**; or
- to reflect changes in any law or regulation that applies or a judicial decision having a material impact on the cost of providing Coverage.

Retroactive Adjustments. We may make retroactive adjustments to the Policyholder's billings for the coverage termination of persons not posted to previous billings. However, the Policyholder may only receive a maximum of 2 month's credit for terminations that occurred more than 60 days before the date the Policyholder notified Us of the termination. We may reduce any such credits by the amount of any payments We may have made on behalf of such persons before We were informed their coverage had been terminated. Retroactive additions will be made based upon eligibility guidelines stated in the Certificate, and are subject to the payment of all premiums that apply.

Notwithstanding the foregoing, We will not make a retroactive adjustment for any covered person who has paid the required premium contribution. When retroactive terminations are submitted by the Policyholder, or on the Policyholder's behalf, We will regard the submission as proof that the required Premium contribution was not paid by the person(s) for that period.

Premiums and Fees (Continued)

Schedule of Premiums and Fees. The initial monthly Premium Rates are as follows:

Long Term Disability Income	Per $100 of Covered Monthly Payroll	$$ .XXX

Responsibilities of the Policyholder *(GR-29N-06-01-02 IL)*

Records. The Policyholder will furnish to Us such information as We may reasonably require to administer this Policy. This will occur on a monthly basis or as otherwise required. This data may be on our form or by fax. It may also be on such other form or means as We may reasonably approve. This includes, but is not limited to:

- Data needed to enroll the Policyholder's covered persons and their dependents;
- Process terminations;
- Effect changes in family status; and
- Transfer of employment of covered persons.

The Policyholder represents that all enrollment and eligibility information that has been; or will be; supplied to Us is correct. The Policyholder acknowledges that We can; and will; rely on such enrollment and eligibility data to determine whether a person is eligible for coverage under this Policy. To the extent such data is supplied to Us by the Policyholder (in electronic or hard copy format), the Policyholder agrees to:

- Maintain a reasonably complete record of such data in the same format. This includes:
  - Evidence of coverage elections;
  - Evidence of eligibility;
  - Changes to such elections; and
  - Terminations.
- Records must be kept for at least seven years or until the final rights and duties under this Policy have been resolved.
- Make such data available to Us upon request.
- If it applies, obtain from all covered persons and their dependents a, "*Disclosure of Healthcare Information*" authorization in the form currently being used by Us in the enrollment process (or such other form as We may reasonably approve).

We will not be liable to covered persons for the fulfillment of any obligation prior to information being received in a form which We will accept. For the purpose of termination of coverage under this Policy, the Policyholder must notify Us of the date in which:

- a covered person's status, or employment, ceases; or
- a dependent loses eligibility under the Plan;

within 15 business days of the event. Subject to any law that applies, unless otherwise provided in the Certificate, We will consider a covered person's employment to continue until stopped by the Policyholder.

The Policyholder must notify persons of the termination of the Policy in compliance with all laws that apply. However, We reserve the right to notify covered persons of termination of the Policy for any reason. This includes non-payment of premium. The Policyholder shall provide written notice to covered persons of their rights when coverage stops.

The Policyholder must notify Us when a request for retroactive termination is a result of a covered person:

- performing an act; practice; or omission that constitutes fraud; or
- making an intentional misrepresentation of material fact as prohibited by the Certificate.

Access. Make payroll and other records directly related to a covered person's coverage under this Policy available to Us for inspection. This will occur:

- upon reasonable advance request;
- at Our expense;
- at the Policyholder's office; and
- during regular business hours.

This provision shall survive termination of this Policy.

Forms. Distribute materials to persons regarding enrollment and coverage features. This includes Certificates as described in the Certificates provision of the Policy Section 7; *General Provisions.*

Policies and Procedures; Compliance Verification. Comply with all policies and procedures established by Us in administering and interpreting this Policy. The Policyholder shall, upon request, provide a certification of its compliance with Our participation and contribution requirements. The Policyholder shall, upon request, submit proof that it continues to meet the definition of an eligible group as provided under any law or regulation that applies.

Continuation Rights and Conversion. Notify all eligible covered persons of their right to continue coverage pursuant to the continuation provisions in the Certificate and any law that applies; and provide notification to each covered person after termination of coverage of their conversion right. This includes:

- A description of plans available;
- Premium Rates; and
- Application forms.

Termination *(GR-29N-07-01-01 IL)*

Termination by Policyholder. This Policy, or any coverage included may be terminated by the Policyholder. The Policyholder may terminate this Policy as to all or any class of its employees. **Aetna** must be given written notice. The notice must state when such termination shall occur. It must be a date after the notice. It shall not be effective during a period for which a premium has been paid to Us for the coverage.

Termination by Us. This Policy will terminate as of the last day of the Grace Period if the Premium remains unpaid at the end of the Grace Period as described in the *Grace Period* provision under the *Premiums and Fees* section and is subject to the terms of any laws or regulations.

In addition, We may terminate this Policy as to any or all coverage, other than the Health Expense Coverage, of all or any class of employees or dependents of any one or more member employers by giving prior written notice to the Policyholder of when it will terminate. The date shall not be earlier than 31days after the date of the notice unless it is agreed to by the Policyholder and Us.

As used in this section: "Health Expense Coverage" means:

- Comprehensive Medical Plan;
- Major Medical Plan;
- Prescription Drug Plan;
- Basic Hospital Plan;
- Basic Medical Plan;
- Limited Medical Plan; and
- Comprehensive Hearing Benefits.

But does not include:

- Basic Dental Plan;
- Comprehensive Dental Plan;
- Comprehensive Vision Benefits; and
- DMO Dental.

This Policy may also be terminated by Us as follows:

- Immediately upon notice to Policy if the Policyholder has performed any act or practice that constitutes fraud or made any intentional misrepresentation of a material fact relevant to the coverage provided under this Policy;
- Upon 30 days written notice to the Policyholder if the Policyholder breaches a provision of this Policy and such breach remains uncured at the end of the notice period;
- Upon 30 days written notice to the Policyholder if the Policyholder ceases to meet Our requirements for an employer group as defined under applicable state law or regulation;
- Upon 30 days written notice to the Policyholder if the Policyholder: (i) fails to meet Our contribution or participation requirements applicable to this Policy (which contribution and participation requirements are available upon request); (ii) fails to provide the certification required by the Policies and Procedures; *Compliance Verification* provision under Section 4 within a reasonable period of time specified by Us; or (iii) changes its eligibility or participation requirements without Our consent;
- Upon 90 days written notice to the Policyholder (or such shorter notice as may be permitted by applicable law, but in no event less than 30 days) if We cease to offer the product line to which the Policy relates;

Termination By Us. (Continued)

- Upon 180 days written notice to the Policyholder (or such shorter notice as may be permitted by applicable law, but in no event less than 30 days) if We cease to offer coverage in a market in which persons covered under this Policy reside; or

If the Policy terminates for any reason, the Policyholder will continue to be held liable for all Premiums and fees due and unpaid before the termination, including, but not limited to, Premium payments for any period of time Policy is in force during the Grace Period. Covered persons shall also remain liable for their cost sharing and other required contributions to coverage for any period of time Policy is in force during the Grace Period. We may recover from the Policyholder Our costs of collecting any unpaid Premiums or fees, including reasonable attorneys' fees and costs of suit.

Non-Renewal. We may request from the Policyholder, a written indication of their intention to renew or non-renew a Policy at any time during the final three months of any policy year. If the Policyholder fails to reply to such request within two weeks of their receipt of the request; or 15 days prior to the renewal date, whichever is later; then upon **Aetna's** written notice to the Policyholder, all or a part of the Policy shall be deemed to terminate automatically as of the end of the policy year. Similarly, upon Our written confirmation to the Policyholder, We may accept an oral indication by the Policyholder; or its agent or broker of intent to non-renew as the Policyholder's notice of termination of all or a part of the Policy effective as of the end of the policy year.

Effect of Termination. No termination of this Policy will relieve either party from any obligation incurred before the date of termination. When terminated, this Policy and all coverage provided hereunder will end at 12:00 midnight on the effective date of termination. Upon termination, We will provide employees and their dependents with Certificates of Creditable Coverage which will show evidence of their prior health coverage under this Policy for a period of up to 18 months prior to the loss of coverage.

We may, at Our authority, reinstate terminated coverage provided any past due premium and reinstatement fees are paid.

Notice to employees. It is the responsibility of the Policyholder to notify employees of the termination of the Policy in compliance with all applicable laws. However, We reserve the right to notify employees of termination of the Policy for any reason, including non-payment of Premium. In accordance with the Certificate, the Policyholder shall provide written notice to employees of their rights upon termination of coverage.

General Provisions *(GR-29N-09-01-01)*

Policy. The entire Policy consists of:

- This Policy;
- The application, copy attached;
- The current rates on file with the Policyholder;
- The attached Certificate(s); and
- Any riders, endorsements, insert attachments or amendments to this Policy or Certificate.

Certificates. Our method of providing the Policyholder with Certificates will be electronic. But We will provide a supply of paper copies to the Policyholder upon request. The Policyholder shall make available or distribute the Certificates to each insured employee. The insurance in force will be set forth in the Certificate. Statements as to whom benefits are payable will appear. Any applicable Conversion Privilege will also be described.

Policies and Procedures. We have the right to adopt reasonable policies, procedures, rules, and interpretations of this Policy and the Certificate in order to promote orderly and efficient administration.

Policy Changes. This Policy shall be deemed to be automatically amended to conform with the provisions of applicable laws and regulations. This Policy may also be amended by Us:

- With 30 days written notice to the Policyholder; or
- By written agreement between Us and the Policyholder.

The consent of any employee or other person is not needed. All agreements made by Us are signed by an authorized executive officer of **Aetna**. No one other than an authorized officer of **Aetna** may change or waive any of the Policy terms or make any agreement binding Us.

The Policyholder will not have to give written agreement of a change in the Policy if:

- The Policyholder has asked for the change and We have agreed to it.
- The change is needed to correct an error in the Policy, including any Certificate issued to anyone.
- The change is needed so that the Policy will conform to any law, regulation or ruling of a jurisdiction that affects a person covered under this Policy; or the federal government.
- The change has been initiated by Us and is not resulting in either: a reduction or elimination in benefits or coverage; or an increase in premium

The Policyholder will have to give written agreement of a change in the Policy:

- That reduces or eliminates benefits or coverage; or
- That increases benefits or coverage with a concurrent increase in premium during the Policy term, except if the increased benefits or coverage is required by law.

Payment of the applicable premium after notice of the proposed changes will be deemed to constitute the Policyholder's written agreement of those changes on behalf of all persons covered under this Policy.

Prior Agreements; Severability. As of the Effective Date, this Policy replaces and supersedes all other prior agreements between the Parties as well as any other prior written or oral understandings, negotiations, discussions or arrangements between the Parties related to matters covered by this Policy or the documents incorporated herein. If any provision of this Policy is deemed to be invalid or illegal, that provision shall be fully severable and the remaining provisions of this Policy shall continue in full force and effect.

Clerical Errors. A clerical error in keeping records; or a delay in making an entry; will not alone decide if insurance is valid. An equitable adjustment in premiums will be made when the error or delay is found. If the clerical error affects the existence or amount of insurance, the facts as determined by Us will be used to decide if insurance is in force and its amount. We may also modify or replace a Policy, Certificate or other document issued in error.

Claim Determinations; ERISA Claim Fiduciary. For the purpose of section 503 of Title 1 of the Employee Retirement Income Security Act of 1974, as amended (ERISA), We are a fiduciary with complete authority to review all denied claims for benefits under this Policy. This includes, but is not limited to, the denial of certification of the **medical necessity** of hospital or medical treatment. In exercising such fiduciary responsibility, We shall have duty to determine whether and to what extent eligible employees and beneficiaries are entitled to benefits. This duty shall be subject to applicable state laws such as those governing external or independent review and appeals to regulatory and administrative authorities. We have the right to adopt reasonable policies, procedures, rules, and interpretations of this Policy to promote orderly and efficient administration.

The Policyholder shall be responsible for making reports and disclosures required by ERISA. This includes the creation, the distribution, and the final content of:

- Summary plan descriptions;
- Summary of material modifications; and
- Summary annual reports.

Our review of claims may include the use of commercial software (including Claim Check) and other tools to take into account factors such as an individual's claims history, a Provider's billing patterns, complexity of the service or treatment, amount of time and degree of skill needed and the manner of billing.

(GR-29N-09-03-01 IL)

Misstatements. If any fact as to the Policyholder or any employee or dependent is found to have been misstated, including the age of the person covered, a fair change in premiums may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is or remains in force and its amount.

All statements made by the Policyholder or an employee shall be deemed representations and not warranties. No written statement made by an employee shall be used by Us in a contest unless a copy of the statement is or has been furnished to the employee or his beneficiary, or the person making the claim.

Our failure to implement or insist upon compliance with any provision of this Policy at any given time or times, shall not constitute a waiver of Our right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of premiums. This applies whether or not the circumstances are the same.

Misstatements. If any fact as to the Policyholder or any employee or dependent is found to have been misstated, including the age of the person covered, a fair change in premiums may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is or remains in force and its amount.

All statements made by the Policyholder or an employee shall be deemed representations and not warranties. No written statement made by an employee shall be used by Us in a contest unless a copy of the statement is or has been furnished to the employee or his beneficiary, or the person making the claim.

Our failure to implement or insist upon compliance with any provision of this Policy at any given time or times, shall not constitute a waiver of Our right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of premiums. This applies whether or not the circumstances are the same.

Incontestability. *(GR-29N-09-03-01 IL)*
As to Accident and Health Benefits. Except as to a fraudulent misstatement, or issues concerning Premiums due:

- No statement made by the Policyholder or any employee or dependent shall be the basis for voiding coverage or denying coverage or be used in defense of a claim unless it is in writing.
- No statement made by the Policyholder shall be the basis for voiding this Policy after it has been in force for 2 years from its effective date.
- No statement made by an eligible employee or dependent shall be used in defense of a claim for loss incurred or starting after coverage as to which claim is made has been in effect for 2 years.

Assignability. No rights or benefits under this Policy are assignable by the Policyholder to any other party unless approved by Us.

Waiver. Our failure to implement, or insist upon compliance with, any provision of this Policy or the terms of the Certificate incorporated hereunder, at any given time or times, shall not constitute a waiver of Our right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of Premiums or benefits. This applies whether or not the circumstances are the same.

Notices. Any notice required or permitted under this Policy shall be in writing and shall be deemed to have been given on the date when delivered in person; or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid, and properly addressed to the address set forth in the face page of the Policy, or to any more recent address of which the sending party has received written notice or, if delivered by facsimile or other electronic means, on the date sent by facsimile or other electronic means.

Third Parties. This Policy shall not confer any rights or obligations on third parties except as specifically provided herein.

Non-Discrimination. In the management of this Policy, the Policyholder and the Member Employers:

- Will make no attempt, whether through differential contributions or otherwise, to encourage or discourage enrollment in the coverages provided by the Policy based on health status or health risk; and
- Will act so as not to discriminate unfairly between persons in like situations at the time of the action.

We can rely on such action and will not have to probe into the details.

Use of Our Name and all Symbols, Trademarks, and Service Marks. We reserve the right to control the use of Our name and all symbols, trademarks, and service marks presently existing or subsequently established. The Policyholder agrees that it will not use such name, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without Our prior written consent and will cease any and all usage immediately upon Our request or upon termination of this Policy.

Workers' Compensation. The Policyholder is responsible for protecting Our interests in any Workers' Compensation claims or settlements with any eligible individual. We shall be reimbursed for all paid medical expenses which have occurred as a result of any work related **injury** that is compensable or settled in any manner.

On or before the Effective Date of this Policy and upon renewal, the Policyholder shall submit proof of their Workers' Compensation coverage or an exclusion form which has been accepted by the applicable regulatory authority governing Workers' Compensation. Upon Our request, the Policyholder shall also submit a monthly report to Us listing all Workers' Compensation cases. Such list will contain the name, social security number, date of loss and diagnosis of all applicable eligible individuals.

Aetna Life Insurance Company
Home Office: 151 Farmington Avenue
Hartford, Connecticut 06156

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **October 21, 2014**

DEPARTMENT: **Finance Department**

FROM: **Joe Zegers**

SUBJECT: **Resolution 14-114, A Resolution Authorizing and Providing for the Sale and Issuance of $1,075,000 General Obligation Street Improvement Bonds, Series 2014A, and All Related Details.**

ATTACHMENTS:

- Award Resolution #14-114 - De Pere 2014A G O Street Improvement Bonds (DOCX)

COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN

October 21, 2014 **Resolution No. 14-114**

A Resolution Authorizing and Providing for the Sale and Issuance of $1,075,000 General Obligation Street Improvement Bonds, Series 2014A, and All Related Details

RECITALS

The Common Council (the "**Governing Body**") of the City of De Pere, Wisconsin (the "**Issuer**") makes the following findings and determinations:

1. The Issuer needs funds for street improvements, including, but not limited to, the construction of and improvements to County Highway PP (the "**Project**").

2. On September 16, 2014, the Governing Body adopted an initial resolution authorizing the issuance of general obligation street improvement bonds of the Issuer in the principal amount of not to exceed $1,085,000 for the purposes of the Project and directing the publication of notice of the adoption of the Initial Resolution (the "**Initial Resolution**").

3. The Clerk of the Issuer caused notice of the following actions:

(i) *Notice of the adoption of the Initial Resolution*. Notice of the adoption of the Initial Resolution was given by publication in the Issuer's official newspaper on September 22, 2014 in the manner and form directed by the Initial Resolution.

(ii) *Notice of the sale of the Obligations.* Notice of the sale (the "**Notice to Bidders**") of the $1,075,000 City of De Pere, Wisconsin General Obligation Street Improvement Bonds, Series 2014A (the "**Obligations**") was given to media typically monitored by potential bidders in the manner and form directed by the Initial Resolution.

These notices are made of record in these proceedings, and the Governing Body ratifies the notices.

4. More than 30 days have elapsed after the date on which the Initial Resolution was adopted and no petition for referendum on the question of the adoption or effectiveness of the Initial Resolution or the issuance of the Obligations has been filed with the Clerk of the Issuer

5. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid (the "**Official Terms of Offering**"), written bids for the sale of the Obligations were received and delivered to the Governing Body.

6. The Governing Body has considered all the bids it received. The Governing Body has decided to accept the bid of ___________________________, or a group that it represents (the "**Purchaser**"), to purchase the Obligations on the terms specified in the Purchaser's bid. The Purchaser bid the price of $_______________ for the entire issue of Obligations (the "**Purchase Price**"), and specified that the Obligations maturing on December 1 in the years shown below will bear interest at the respective interest rates shown below:

Year	Principal Amount	Interest Rate	Year	Principal Amount	Interest Rate
2015	$65,000	_____%	2023	$70,000	_____%
2016	65,000	_____	2024	75,000	_____
2017	65,000	_____	2025	75,000	_____
2018	65,000	_____	2026	75,000	_____
2019	65,000	_____	2027	80,000	_____
2020	70,000	_____	2028	80,000	_____
2021	70,000	_____	2029	85,000	_____
2022	70,000	_____			

7. The Purchaser's bid complies with all terms of the Notice to Bidders and the Official Terms of Offering.

8. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

9. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In this resolution, the following terms have the meanings given in this section, unless the context clearly requires another meaning.

"**Book-Entry System**" means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Continuing Disclosure Agreement**" means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

"**Debt Service Fund**" means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

"**Depository**" means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

"**DTC**" means The Depository Trust Company.

"**Financial Officer**" means the Issuer's Treasurer.

"**Fiscal Agent**" means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

"**Governing Body**" means the Issuer's Common Council.

"**Initial Resolution**" has the meaning set forth in the recitals to this resolution.

"**Issuer**" means the City of De Pere, Wisconsin.

"**Municipal Officers**" means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer's behalf.

"**Obligations**" means the $1,075,000 City of De Pere, Wisconsin General Obligation Street Improvement Bonds, Series 2014A, which will be issued pursuant to this resolution.

"**Official Terms of Offering**" has the meaning set forth in the recitals to this resolution.

"**Original Issue Date**" means November 20, 2014.

"**Project**" has the meaning given in the recitals to this resolution.

"**Purchase Price**" has the meaning given in the recitals to this resolution.

"**Purchaser**" has the meaning given in the recitals to this resolution.

"**Record Date**" means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations.

"**Recording Officer**" means the Issuer's Clerk.

"**Register**" means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

(i) The name and address of the registered owner of each Obligation.

(ii) All transfers of each Obligation.

"**Treasurer**" means the Issuer's Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

(i) *Exhibit A* — Form of Obligation.

(ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation street improvement bonds of the Issuer in the aggregate principal amount of $1,075,000. The Obligations will be issued pursuant to the provisions of Chapter 67 of the Wisconsin Statutes and the authority granted by the adoption of the Initial Resolution to pay the costs of the Project and to pay certain expenses of issuing the Obligations (including printing costs and fees for financial consultants, bond counsel, fiscal agent, rating agencies, insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named "City of De Pere, Wisconsin General Obligation Street Improvement Bonds, Series 2014A." The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be $5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be payable semiannually on each June 1 and December 1, beginning on June 1, 2015, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The Issuer and the Fiscal Agent may treat the person or entity in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

Maturity Date (December 1)	Principal Amount	Interest Rate
2015	$65,000	_____%
2016	65,000	_____
2017	65,000	_____
2018	65,000	_____
2019	65,000	_____
2020	70,000	_____
2021	70,000	_____
2022	70,000	_____
2023	70,000	_____
2024	75,000	_____
2025	75,000	_____
2026	75,000	_____
2027	80,000	_____
2028	80,000	_____
2029	85,000	_____

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. **Fiscal Agent.**

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 6. **Appointment of Depository.**

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 7. **Book-Entry System.**

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with

DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

The Issuer may decide on any date not to maintain the Obligations in a Book-Entry System. If the Issuer decides not to maintain a Book-Entry System, then it will do the following:

(i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of $5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.

(ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 8. <u>Redemption</u>.

The Obligations maturing on or after December 1, 2023 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on December 1, 2022 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all the principal amount of a specific maturity is redeemed, then the Obligations will be redeemed in $5,000 multiples in accordance with Sections 9 and 10 hereof[, and if a portion, but not all, of a maturity that is subject to partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption].

[The Obligations maturing on December 1 in the years 20__ and 20__ (collectively, the "**Term Bonds**") are also subject to mandatory partial redemptions prior to their stated maturity dates by operation of a sinking fund. On the following redemption dates (each a "**Sinking Fund Redemption Date**"), the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Bonds:

Term Bonds Maturing December 1, 20__

Sinking Fund Redemption Date (December 1)	Principal Amount To be Redeemed
20__	$_______________
20__ (Stated Maturity)	_______________

Term Bonds Maturing December 1, 20__

Sinking Fund Redemption Date (December 1)	Principal Amount To be Redeemed
20__	$_______________
20__ (Stated Maturity)	_______________

The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected in accordance with Sections 9 and 10 hereof, and the Issuer will give notice of the redemption in the manner stated in this resolution.]

Section 9. <u>Manner of Payment/Transfers/Redemption Notices Under Book-Entry System</u>.

So long as the Issuer maintains the Obligations in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amounts to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If an Obligation has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.

Section 10. Manner of Payment/Transfers/Redemption Notices *Not* Under Book-Entry System.

If on any date the Issuer decides *not* to maintain the Obligations in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar day period before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all the principal amount of a specific maturity is to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date to the registered owners of the Obligations to be redeemed at the addresses set forth in the Register. A notice of redemption may be revoked by sending a notice, by first class mail, not less than 15 days prior to the proposed redemption date to the registered owners of the Obligations which have been called for redemption.

Section 11. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 12. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all its terms.

Section 14. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price. The Issuer approves and accepts the purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations (the "**Purchase Agreement**"). The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Financial Officer is directed to comply with the terms of the Official Terms of Offering with respect to any good-faith deposit requirements.

The officers of the Issuer are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Official Terms of Offering, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price as required by the Official Terms of Offering.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

(i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.

(ii) A transcript of the proceedings relating to the issuance of the Obligations.

(iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 15. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations on their maturity dates.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the account within the Debt Service Fund (as described below) available to pay debt service on the Obligations for such year. This tax for each year the levy is made will be in the following amounts:

Levy Year	Debt Service Amount Due in Following Year	Levy Year	Debt Service Amount Due in Following Year
2014	$________________	2022	$________________
2015	________________	2023	________________
2016	________________	2024	________________
2017	________________	2025	________________
2018	________________	2026	________________
2019	________________	2027	________________
2020	________________	2028	________________
2021	________________		

Section 16. Debt Service Fund.

The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund. The Debt Service Fund shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations. Any accrued interest received on the date of delivery of the Obligations and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund and used to pay interest on the Obligations. If the money in the Debt Service Fund is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in and kept by the Treasurer in a separate fund. The fund shall be designated with both the name of the Obligations and the name Borrowed Money Fund (herein referred to as the "**Borrowed Money Fund**"). Money in the Borrowed Money Fund, including any earnings, shall be (a) used to pay the costs of the Project and issuing the Obligations, or (b) transferred to the Debt Service Fund as provided by law.

Section 18. Official Statement.

The Issuer approves and ratifies the preliminary offering document prepared and distributed in connection with the sale of the Obligations, and the Issuer authorizes and approves the final version of such document (the "**Official Statement**") to be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer.

Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 19. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer's official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the adoption of this resolution. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

(i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.

(ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 21. Qualified Tax-Exempt Obligations.

The Issuer designates the Obligations as "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Code.

Section 22. Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 23. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 24. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 25. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 26. Effective Date.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * * * * * * *

Adopted: October 21, 2014

Approved: October __, 2014

____
Mayor

____
Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("**DTC**"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF DE PERE

Registered

No. R-___ $_______________

GENERAL OBLIGATION STREET IMPROVEMENT BOND, SERIES 2014A

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	December 1, 20__	November 20, 2014	241361 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: ____ DOLLARS

THE CITY OF DE PERE, WISCONSIN (herein called the "**Issuer**"), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is payable semiannually on June 1 and December 1, beginning on June 1, 2015, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of bonds (the "**Obligations**") of the Issuer of an aggregate principal amount of $1,075,000, all of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and is authorized by (1) an initial resolution adopted by the governing body of the Issuer on September 16, 2014, for street improvements and (2) the resolution duly adopted by the governing body of the Issuer on October 21, 2014, entitled: "A Resolution Authorizing and Providing for the Sale and Issuance of $1,075,000 General Obligation Street Improvement Bonds, Series 2014A, and All Related

Details" (the "**Resolution**"). The Obligations are issuable only in the form of fully registered bonds.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a "**Depository**"), or in the name of the Depository's nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a "**Book-Entry System**"). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect by ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the "**Fiscal Agent**"), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Issuer decides *not* to maintain the Obligations in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or prior redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid, on each interest payment date, by wire or other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person or entity in whose name this Obligation is registered on the register (the "**Register**") maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the "**Record Date**"). The Issuer and the Fiscal Agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on or after December 1, 2023 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on December 1, 2022 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all the principal amount of a specific maturity is redeemed, then the Obligations will be redeemed in $5,000 multiples as set forth below[, and if a portion, but not all, of a maturity that is subject to partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption].

[The Obligations maturing on December 1 in the years 20__ and 20__ (collectively, the "**Term Bonds**") are also subject to mandatory partial redemptions prior to their stated maturity dates by operation of a sinking fund. On the following redemption dates (each a "**Sinking Fund Redemption Date**") the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Bonds:

Term Bonds Maturing December 1, 20__

Sinking Fund Redemption Date (December 1)	Principal Amount To be Redeemed
20__	$________________
20__ (Stated Maturity)	________________

Term Bonds Maturing December 1, 20__

Sinking Fund Redemption Date (December 1)	Principal Amount To be Redeemed
20__	$________________
20__ (Stated Maturity)	________________

The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected as set forth below and the Issuer will give notice of the redemption in the manner set forth below.]

So long as the Issuer maintains the Obligations in a Book-Entry System, then the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent the Issuer will issue new fully registered Obligations in the same aggregate principal amounts to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If an Obligation has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.

If on any date the Issuer decides *not* to maintain the Obligations in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar day period before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption. If a portion of an Obligation has been called for redemption, then on the redemption date, and upon surrender of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date to the registered owners of any Obligations to be redeemed. A notice of redemption may be revoked by sending a notice, by first class mail, not less than 15 days prior to the proposed redemption date to the registered owners of the Obligations which have been called for redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of November 20, 2014.

CITY OF DE PERE, WISCONSIN

By: ___________________________________
Mayor

[SEAL]

And: __________________________________
Clerk

Certificate of Authentication

Dated: _______________, 20__

This Obligation is one of the Obligations described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: ______________________________
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

____

____

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint ____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: ______________________________

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent . Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE CITY OF DE PERE, WISCONSIN RELATING TO BOND SALE

On October 21, 2014, pursuant to Chapter 67 of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of De Pere, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation street improvement bonds in the principal amount of $1,075,000. It is anticipated that the closing of this bond financing will be held on or about November 20, 2014. A copy of all proceedings had to date with respect to the authorization and sale of said bonds is on file and may be examined in the office of the City Clerk, at 335 South Broadway Street, De Pere, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Publication Date: October ____, 2014

/s/ Shana L. Defnet
City Clerk

CERTIFICATIONS OF CLERK

I, Shana L. Defnet, certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the "**Municipality**"), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the "**Governing Body**"), and that attached to this certificate is a true, correct, and complete copy of the resolution (the "**Resolution**") entitled:

A Resolution Authorizing and Providing for the Sale and Issuance of $1,075,000 General Obligation Street Improvement Bonds, Series 2014A and All Related Details

I further certify as follows:

1. **Meeting Date**. On October 21, 2014, a meeting of the Governing Body was held beginning at _____ p.m.

2. **Posting**. On October ____, 2014 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality's offices in De Pere, Wisconsin a notice setting forth the time, date, place, and subject matter of said meeting. The notice specifically referred to the Resolution.

3. **Notification of Media**. On October ____, 2014 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the time, date, place, and subject matter of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality. The communication specifically referred to the Resolution.

4. **Open Meeting Law Compliance**. The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present**. The meeting was duly called to order by the Mayor (the "**Presiding Officer**"), who chaired the meeting. Upon roll call, I noted and recorded that there were __ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, __ of the Governing Body members voted Aye, __ voted Nay, and __ Abstained.

7. **Adoption of Resolution**. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on October ____, 2014, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice**. I have caused the Notice to Electors, in the form of Exhibit B to the Resolution, to be published in the place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate on October ____, 2014.

____
Clerk

[Seal]

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **October 21, 2014**

DEPARTMENT: **Finance Department**

FROM: **Joe Zegers**

SUBJECT: **Resolution 14-115, A Resolution Authorizing and Providing for the Sale and Issuance of $2,550,000 General Obligation Promissory Notes, Series 2014B, and All Related Details.**

ATTACHMENTS:

- Award Resolution - De Pere 2014B G O Prom Notes (DOCX)

COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN

October 21, 2014 **Resolution No.: 14-115**

A Resolution Authorizing and Providing for the Sale and Issuance of $2,550,000 General Obligation Promissory Notes, Series 2014B, and All Related Details

RECITALS

The Common Council (the "**Governing Body**") of the City of De Pere, Wisconsin (the "**Issuer**") makes the following findings and determinations:

1. The Issuer needs to finance (i) community center building and parking lot improvements, street and sidewalk improvements, the refurbishing of a dump truck, park improvements, and engineering costs for street improvements (collectively, the "**Project**"), and (ii) the current refunding of the callable maturities of the Issuer's outstanding $3,605,000 General Obligation Refunding Bonds, Series 2004C, dated March 1, 2004 (the "**Refunding**").

2. On September 16, 2014, the Governing Body adopted an initial resolution authorizing the issuance of general obligation promissory notes of the Issuer in the principal amount of approximately $2,550,000 for the purposes of the Project and the Refunding (the "**Initial Resolution**").

3. The Clerk of the Issuer caused notice of the sale (the "**Notice to Bidders**") of the City of De Pere, Wisconsin General Obligation Promissory Notes, Series 2014B (the "**Obligations**") to be given to media typically monitored by potential bidders in the manner and form directed by the Initial Resolution. The Notice to Bidders is made of record in these proceedings, and the Governing Body ratifies the notice.

4. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid (the "**Official Terms of Offering**"), written bids for the sale of the Obligations were received and delivered to the Governing Body.

5. The Governing Body has considered all the bids it received. The Governing Body has decided to accept the bid of ________________________________, or a group that it represents (the "**Purchaser**"), to purchase the Obligations on the terms specified in the Purchaser's bid. The Purchaser bid the price of $______________ for the entire issue of Obligations (the "**Purchase Price**") and specified that the Obligations maturing on December 1 in the years shown below will bear interest at the respective interest rates shown below:

Year	Principal Amount	Interest Rate	Year	Principal Amount	Interest Rate
2015	$430,000	_____%	2020	$75,000	_____%
2016	440,000	_____	2021	75,000	_____
2017	450,000	_____	2022	80,000	_____
2018	455,000	_____	2023	80,000	_____
2019	465,000	_____			

6. The Purchaser's bid complies with all terms of the Notice to Bidders and the Official Terms of Offering.

7. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

8. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In this resolution, the following terms have the meanings given in this section, unless the context clearly requires another meaning.

"**Book-Entry System**" means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Continuing Disclosure Agreement**" means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

"**Debt Service Fund**" means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

"**Depository**" means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

"**DTC**" means The Depository Trust Company.

"**Financial Officer**" means the Issuer's Treasurer.

"**Fiscal Agent**" means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

"**Governing Body**" means the Issuer's Common Council.

"**Initial Resolution**" has the meaning set forth in the recitals to this resolution.

"**Issuer**" means the City of De Pere, Wisconsin.

"**Municipal Officers**" means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer's behalf.

"**Obligations**" means the $2,550,000 City of De Pere, Wisconsin General Obligation Promissory Notes, Series 2014B, which will be issued pursuant to this resolution.

"**Official Terms of Offering**" has the meaning set forth in the recitals to this resolution.

"**Original Issue Date**" means November 20, 2014.

"**Prior Bonds**" means the Issuer's $3,605,000 General Obligation Refunding Bonds, Series 2004C, dated March 1, 2004.

"**Project**" has the meaning given in the recitals to this resolution.

"**Purchase Price**" has the meaning given in the recitals to this resolution.

"**Purchaser**" has the meaning given in the recitals to this resolution.

"**Record Date**" means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations.

"**Recording Officer**" means the Issuer's Clerk.

"**Redemption Date**" means January 5, 2015.

"**Refunded Bonds**" means the 2015 through and including 2019 maturities of the Prior Bonds.

"**Refunding**" means the current refunding of the Refunded Bonds.

"**Register**" means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

(i) The name and address of the registered owner of each Obligation.

(ii) All transfers of each Obligation.

"**Treasurer**" means the Issuer's Treasurer.

Section 2. **Exhibits.**

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

(i) *Exhibit A* — Form of Obligation.

(ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. **Purposes of Borrowing; Issuance of Obligations.**

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the Issuer in the aggregate principal amount of $2,550,000. The Obligations will be issued pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to pay the costs of (i) the Project, (ii) the Refunding, and (iii) certain expenses of issuing the Obligations (including printing costs and fees for financial consultants, bond counsel, fiscal agent, rating agencies, insurance, and registration, as applicable).

Section 4. **Terms of Obligations.**

The Obligations will be named "City of De Pere, Wisconsin General Obligation Promissory Notes, Series 2014B." The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be $5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be payable semiannually on each June 1 and December 1, beginning on June 1, 2015, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The Issuer and the Fiscal Agent may treat the person or entity in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

Maturity Date (December 1)	Principal Amount	Interest Rate
2015	$430,000	_____%
2016	440,000	_____
2017	450,000	_____
2018	455,000	_____
2019	465,000	_____
2020	75,000	_____
2021	75,000	_____
2022	80,000	_____
2023	80,000	_____

To comply with statutory limitations on maximum maturity, the Issuer specifies that the Obligations are being issued to pay and discharge the original debts represented by the Refunded Bonds in the order in which such original debts were incurred. This means that, for this purpose, the first maturities of the Obligations are being issued to pay and discharge the Refunded Bonds, as opposed to financing the Project, and that each original debt represented by a Refunded Bond will be repaid within twenty years of the original date of such debt. For other purposes, the Issuer may treat the proceeds of each maturity of the Obligations as being applied in a different way.

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Refunding of Refunded Bonds.

To provide for the redemption of the Refunded Bonds on the Redemption Date and the payment of interest due on said date, the Financial Officer is directed to transfer proceeds of the Obligations to the debt service fund for the Prior Bonds. The transfer shall be made on or prior to the Redemption Date. The amounts transferred shall be sufficient, together with all other funds then on deposit in the debt service fund, to pay the redemption price of the Prior Bonds on the Redemption Date.

Section 6. Redemption of Refunded Bonds.

Subject to the delivery of the Obligations and the receipt of the Purchase Price for the Obligations from the Purchaser, the Issuer irrevocably directs that the principal amount of the Refunded Bonds be redeemed and paid in full in advance of its stated maturity on the Redemption Date. The appropriate officers of the Issuer are directed to instruct the fiscal agent for the Prior Bonds to take all actions required to call each outstanding Refunded Bonds for redemption on the Redemption Date, including giving notice in the manner required by the governing documents for the Prior Bonds; *provided* that no such action may be taken to redeem the Refunded Bonds until after the Obligations are delivered and paid for. Notwithstanding the foregoing, the Issuer ratifies and approves any action that has been taken in connection with the Refunding and the redemption of the Refunded Bonds prior to the date of this resolution.

Section 7. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 8. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 9. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

The Issuer may decide on any date not to maintain the Obligations in a Book-Entry System. If the Issuer decides not to maintain a Book-Entry System, then it will do the following:

(i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of $5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.

(ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 10. Redemption.

The Obligations are not subject to optional redemption before their stated maturity dates.

[The Obligations maturing on December 1 in the years 20__ and 20__ (collectively, the "**Term Notes**") are subject to mandatory partial redemptions prior to their stated maturity dates by operation of a sinking fund. On the following redemption dates (each a

"**Sinking Fund Redemption Date**"), the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Notes:

Term Notes Maturing December 1, 20__

Sinking Fund Redemption Date (December 1)	Principal Amount To be Redeemed
20__	$_______________
20__ (Stated Maturity)	_______________

Term Notes Maturing December 1, 20__

Sinking Fund Redemption Date (December 1)	Principal Amount To be Redeemed
20__	$_______________
20__ (Stated Maturity)	_______________

The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Notes to be redeemed will be selected in accordance with Sections 9 and 10 hereof, and the Issuer will give notice of the redemption in the manner stated in this resolution.]

Section 11. <u>Manner of Payment/Transfers Under Book-Entry System</u>.

So long as the Issuer maintains the Obligations in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amounts to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

[The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.]

[Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If an Obligation has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.]

[Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.]

Section 12. Manner of Payment/Transfers *Not* Under Book-Entry System.

If on any date the Issuer decides *not* to maintain the Obligations in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

[The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar day period before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.]

[Partial Redemptions. If less than all the principal amount of a specific maturity is to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.]

[Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date to the registered owners of the Obligations to be redeemed at the addresses set forth in the Register. A notice of redemption may be revoked by sending a notice, by first class mail, not less than 15 days prior to the proposed redemption date to the registered owners of the Obligations which have been called for redemption.]

Section 13. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 14. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 15. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all its terms.

Section 16. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price. The Issuer approves and accepts the purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations (the "**Purchase Agreement**"). The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Financial Officer is directed to comply with the terms of the Official Terms of Offering with respect to any good-faith deposit requirements.

The officers of the Issuer are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Official Terms of Offering, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price as required by the Official Terms of Offering.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

(i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.

(ii) A transcript of the proceedings relating to the issuance of the Obligations.

(iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 17. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations on their maturity dates.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the account within the Debt Service Fund (as described below) available to pay debt service on the Obligations for such year. This tax for each year the levy is made will be in the following amounts:

Levy Year	Debt Service Amount Due in Following Year	Levy Year	Debt Service Amount Due in Following Year
2014	$________________	2019	$________________
2015	________________	2020	________________
2016	________________	2021	________________
2017	________________	2022	________________
2018	________________		

Section 18. <u>Debt Service Fund</u>.

The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund. The Debt Service Fund shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations. Any accrued interest received on the date of delivery of the Obligations and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund and used to pay interest on the Obligations. If the money in the Debt Service Fund is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 19. <u>Borrowed Money Fund</u>.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in and kept by the Treasurer in a separate fund. The fund shall be designated with both the name of the Obligations and the name Borrowed Money Fund (herein referred to as the "**Borrowed Money Fund**"). Money in the Borrowed Money Fund, including any earnings, shall be (a) used to pay the costs of the Project, the Refunding, and issuing the Obligations, or (b) transferred to the Debt Service Fund as provided by law.

Section 20. <u>Official Statement</u>.

The Issuer approves and ratifies the preliminary offering document prepared and distributed in connection with the sale of the Obligations, and the Issuer authorizes and approves the final version of such document (the "**Official Statement**") to be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 21. <u>Publication of Notice</u>.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer's official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the adoption of this resolution. The notice shall be in substantially the form shown in <u>Exhibit B</u>. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 22. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

(i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.

(ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 23. Qualified Tax-Exempt Obligations.

The Issuer designates the Obligations as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

Section 24. Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 25. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 26. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 27. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 28. Effective Date.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * * * * * * *

Adopted: October 21, 2014

Approved: October _____, 2014

____
Mayor

____
Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("**DTC**"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF DE PERE

Registered

No. R-___ $_______________

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2014B

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	December 1, 20__	November 20, 2014	241361 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: ____ DOLLARS

THE CITY OF DE PERE, WISCONSIN (herein called the "**Issuer**"), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is payable semiannually on June 1 and December 1, beginning on June 1, 2015, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the "**Obligations**") of the Issuer of an aggregate principal amount of $2,550,000, all of like tenor, except as to denomination, interest rate, and maturity date, issued by the Issuer pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, and is authorized by (1) an initial resolution adopted by the governing body of the Issuer on September 16, 2014 and (2) the resolution duly adopted by the governing body of the Issuer on October 21, 2014, entitled: "A Resolution Authorizing and Providing for the Sale and Issuance of $2,550,000 General Obligation Promissory Notes, Series 2014B, and All Related Details" (the "**Resolution**"). The Obligations are issuable only in the form of fully registered notes.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a "**Depository**"), or in the name of the Depository's nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a "**Book-Entry System**"). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect by ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the "**Fiscal Agent**"), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Issuer decides *not* to maintain the Obligations in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid, on each interest payment date, by wire or other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person or entity in whose name this Obligation is registered on the register (the "**Register**") maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the "**Record Date**"). The Issuer and the Fiscal Agent may treat the person or entity in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations are not subject to optional redemption before their stated maturity dates.

[The Obligations maturing on December 1 in the years 20__ and 20__ (collectively, the "**Term Notes**") are subject to mandatory partial redemptions prior to their stated maturity dates by operation of a sinking fund. On the following redemption dates (each a "**Sinking Fund Redemption Date**") the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Notes:

Term Notes Maturing December 1, 20__

Sinking Fund Redemption Date (December 1)	Principal Amount To be Redeemed
20__	$______________
20__ (Stated Maturity)	______________

<u>Term Notes Maturing December 1, 20__</u>

Sinking Fund Redemption Date (December 1)	Principal Amount To be Redeemed
20__	$______________
20__ (Stated Maturity)	______________

The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Notes to be redeemed will be selected as set forth below and the Issuer will give notice of the redemption in the manner set forth below.]

So long as the Issuer maintains the Obligations in a Book-Entry System, then the following provisions apply:

> *Transfers.* The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amounts to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.]
>
> [The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.]
>
> *[Partial Redemption.* If less than all the principal amount of a specific maturity is to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If an Obligation has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.]
>
> *[Notice of Redemption.* Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.]

If on any date the Issuer decides *not* to maintain the Obligations in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

[The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar day period before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption. If a portion of an Obligation has been called for redemption, then on the redemption date, and upon surrender of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.]

[Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.]

[Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date to the registered owners of any Obligations to be redeemed. A notice of redemption may be revoked by sending a notice, by first class mail, not less than 15 days prior to the proposed redemption date to the registered owners of the Obligations which have been called for redemption.]

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of November 20, 2014.

CITY OF DE PERE, WISCONSIN

By: ___________________________________
Mayor

[SEAL]

And: __________________________________
Clerk

Certificate of Authentication

Dated: _______________, 20__

This Obligation is one of the Obligations
described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: ______________________________
Authorized Signatory,

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

____

____

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint ____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: ______________________________

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE
CITY OF DE PERE, WISCONSIN
RELATING TO NOTE SALE

On October 21, 2014, pursuant to Section 67.12(12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of De Pere, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation promissory notes in the principal amount of $2,550,000. It is anticipated that the closing of this note financing will be held on or about November 20, 2014. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 335 South Broadway Street, De Pere, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Publication Date: October ____, 2014 /s/ Shana L. Defnet
City Clerk

CERTIFICATIONS OF CLERK

I, Shana L. Defnet, certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the "**Municipality**"), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the "**Governing Body**"), and that attached to this certificate is a true, correct, and complete copy of the resolution (the "**Resolution**") entitled:

A Resolution Authorizing and Providing for the Sale and Issuance of $2,550,000 General Obligation Promissory Notes, Series 2014B and All Related Details

I further certify as follows:

1. **Meeting Date**. On October 21, 2014, a meeting of the Governing Body was held beginning at _____ p.m.

2. **Posting**. On October ____, 2014 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality's offices in De Pere, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.

3. **Notification of Media**. On October ____, 2014 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality. The communication specifically referred to the Resolution.

4. **Open Meeting Law Compliance**. The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present**. The meeting was duly called to order by the Mayor (the "**Presiding Officer**"), who chaired the meeting. Upon roll call, I noted and recorded that there were ___ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ___ of the Governing Body members voted Aye, ___ voted Nay, and ___ Abstained.

7. **Adoption of Resolution**. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on October ____, 2014, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice**. I have caused the Notice to Electors, in the form of Exhibit B to the Resolution, to be published in the place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate on October ____, 2014.

____
Clerk

[Seal]

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**October 21, 2014**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Defnet**
SUBJECT:	**Application for a Temporary Premise Description Change for St. Norbert College, 161 Reid St., De Pere, WI submitted by St. Norbert College, Inc., Agent: Terrie DuBois, 729 Bascom Way, Green Bay 54311.**

ATTACHMENTS:

- St. Norbert College (PDF)

TEMPORARY EXTENSION OF PREMISE DESCRIPTION

Have Lic done for at mtg

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

Applicant's WI Seller's Permit No.:	FEIN Number:

LICENSE REQUESTED ▶ TYPE	FEE
☐ Class A beer	$
☑ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☑ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ ~~30~~ NK
TOTAL FEE	$

For the license period beginning July 1 20 14 ;
ending June 30 20 15

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

RECEIVED OCT - 2 2014 DE PERE CITY CLERK

County of Brown Aldermanic Dist. No. ____ (if required by ordinance)

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ LIMITED LIABILITY COMPANY ☑ CORPORATION/NONPROFIT ORGANIZATION hereby makes application for the alcohol beverage license(s) checked above.

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

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

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

3. Trade Name ▶ St. Norbert College Business Phone Number 9204031352
4. Address of Premises ▶ applying for ext of premise Post Office & Zip Code ▶ DePere 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☑ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☑ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☑ No
8. (a) **Corporate/limited liability company applicants only:** Insert state ______ and date ______ of registration.
   (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☑ No
   (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☑ No

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

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Gehl-Mulva Science building lower level
10. Legal description (omit if street address is given above): 161 Reid Street
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☑ No
    (b) If yes, under what name was license issued?
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☑ Yes ☐ No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] ☑ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☑ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 23rd day of September, 20 14

Patricia A. Wery
(Clerk/Notary Public)

My commission expires 1/31/2016

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

<u>Extension of Premise for:</u>

Gehl-Mulva Science Building; Southeast Entrance First floor lobby, 161 Reid Street(Behind Bemis Conference Center which is licensed)

October 22, 2014, 5-8:30pm

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **October 21, 2014**

DEPARTMENT: **City Clerk-Treasurer**

FROM: **Shana Defnet**

SUBJECT: **Voucher Approval.**

ATTACHMENTS:

- 10-21-14 VOUCHERS (PDF)

PACKET: 04558 OCT 2014 COUNCIL - 2 10-21-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0001	A1 ELEVATOR CORP							
	I-7018	A1 ELEVATOR CORP	R	10/21/2014		120.00CR	072999	120.00
6426	ACL							
	I-201409-0	ACL	R	10/21/2014		80.40CR	073000	80.40
0302	AIRGAS USA LLC							
	I-9921878615	AIRGAS USA LLC	R	10/21/2014		86.20CR	073001	
	I-9921878616	AIRGAS USA LLC	R	10/21/2014		215.17CR	073001	
	I-9921878617	AIRGAS USA LLC	R	10/21/2014		370.23CR	073001	671.60
2982	ALL CITY COMMUNICATIONS							
	I-4699567-100114	ALL CITY COMMUNICATIONS	R	10/21/2014		163.70CR	073002	163.70
6022	APPLETON POST CRESCENT							
	I-8378274	APPLETON POST CRESCENT	R	10/21/2014		1,494.73CR	073003	1,494.73
2878	ARING EQUIPMENT CO INC							
	I-704122	ARING EQUIPMENT CO INC	R	10/21/2014		47.09CR	073004	47.09
0442	BADGER LABORATORIES & ENGINEERING							
	I-INV000059008	BADGER LABORATORIES & ENGINEER	R	10/21/2014		140.00CR	073005	140.00
0020	BADGERLAND PRINTING INC							
	I-24416	BADGERLAND PRINTING INC	R	10/21/2014		40.00CR	073006	40.00
0023	BATTERIES PLUS LLC							
	I-501-237299-01	BATTERIES PLUS LLC	R	10/21/2014		150.70CR	073007	150.70
0027	BAY TOWEL INC							
	I-1872977	BAY TOWEL INC	R	10/21/2014		124.51CR	073008	
	I-1872997	BAY TOWEL INC	R	10/21/2014		84.05CR	073008	
	I-1874414	BAY TOWEL INC	R	10/21/2014		38.11CR	073008	
	I-1874415	BAY TOWEL INC	R	10/21/2014		54.41CR	073008	
	I-1877934	BAY TOWEL INC	R	10/21/2014		55.99CR	073008	357.07
0025	BAYCOM INC							
	I-90298	BAYCOM INC	R	10/21/2014		95.00CR	073009	95.00
0038	BROADWAY AUTOMOTIVE INC							
	I-724255P	BROADWAY AUTOMOTIVE INC	R	10/21/2014		8.05CR	073010	
	I-724462P	BROADWAY AUTOMOTIVE INC	R	10/21/2014		35.19CR	073010	
	I-724554P	BROADWAY AUTOMOTIVE INC	R	10/21/2014		28.06CR	073010	71.30

PACKET: 04558 OCT 2014 COUNCIL - 2 10-21-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2944	BROWN COUNTY JAIL							
	I-201410133915	BROWN COUNTY JAIL	R	10/21/2014		440.00CR	073011	440.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-26084	BROWN COUNTY PORT SOLID WASTE	R	10/21/2014		22,626.39CR	073012	22,626.39
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201410133916	BROWN COUNTY REGISTER OF DEEDS	R	10/21/2014		61.40CR	073013	61.40
2984	BROWN COUNTY TREASURER							
	I-2014-00000023	BROWN COUNTY TREASURER	R	10/21/2014		1,923.12CR	073014	1,923.12
1784	CARLSON DETTMANN CONSULTING							
	I-992	CARLSON DETTMANN CONSULTING	R	10/21/2014		250.00CR	073015	250.00
0115	CARQUEST AUTO PARTS LLC							
	I-6339-193454	CARQUEST AUTO PARTS LLC	R	10/21/2014		32.00CR	073016	
	I-6339-193656	CARQUEST AUTO PARTS LLC	R	10/21/2014		13.81CR	073016	
	I-6339-193974	CARQUEST AUTO PARTS LLC	R	10/21/2014		34.75CR	073016	80.56
2708	CLEANING SOLUTION SERVICES INC							
	I-05-9588	CLEANING SOLUTION SERVICES INC	R	10/21/2014		1,732.00CR	073017	
	I-05-9644	CLEANING SOLUTION SERVICES INC	R	10/21/2014		50.00CR	073017	
	I-05-9658	CLEANING SOLUTION SERVICES INC	R	10/21/2014		380.57CR	073017	2,162.57
5629	CONSOLIDATED UTILITY SERVICES INC							
	I-0814DEPER	CONSOLIDATED UTILITY SERVICES	R	10/21/2014		430.00CR	073018	
	I-0914DEPER	CONSOLIDATED UTILITY SERVICES	R	10/21/2014		536.00CR	073018	966.00
6739	CTW CORP							
	I-201410133917	CTW CORP	R	10/21/2014		64,641.80CR	073019	64,641.80
0061	CUMMINS NPOWER, LLC							
	I-802-5703	CUMMINS NPOWER, LLC	R	10/21/2014		124.00CR	073020	124.00
0063	DAANEN & JANSSEN INC							
	I-141690	DAANEN & JANSSEN INC	R	10/21/2014		150.00CR	073021	
	I-141957	DAANEN & JANSSEN INC	R	10/21/2014		1,550.00CR	073021	1,700.00
0554	DAVIS & KUELTHAU SC TRUST ACCOUNT							
	I-383606	DAVIS & KUELTHAU SC TRUST ACCO	R	10/21/2014		286.00CR	073022	286.00

Attachment: 10-21-14 VOUCHERS (2758 : Voucher Approval.)

PACKET: 04558 OCT 2014 COUNCIL - 2 10-21-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0069	DE PERE GREENHOUSE INC							
	I-12758	DE PERE GREENHOUSE INC	R	10/21/2014		50.00CR	073023	50.00
0075	DIGGERS HOTLINE INC							
	I-140 8 36402	DIGGERS HOTLINE INC	R	10/21/2014		53.94CR	073024	
	I-140 9 36402	DIGGERS HOTLINE INC	R	10/21/2014		52.20CR	073024	106.14
3212	DIXON ENGINEERING INC							
	I-14-8233	DIXON ENGINEERING INC	R	10/21/2014		950.00CR	073025	
	I-14-8234	DIXON ENGINEERING INC	R	10/21/2014		950.00CR	073025	1,900.00
0078	DORNER INC							
	I-11137	DORNER INC	R	10/21/2014		947.63CR	073026	
	I-14-01 (4)	DORNER INC	R	10/21/2014		559,608.72CR	073026	560,556.35
6859	EMS MEDICAL BILLING ASSOC LLC							
	I-SEPTEMBER 2014	EMS MEDICAL BILLING ASSOC LLC	R	10/21/2014		3,090.06CR	073027	3,090.06
6690	ERC-ACHIEVE							
	I-1313	ERC-ACHIEVE	R	10/21/2014		350.00CR	073028	350.00
0091	FASTENAL COMPANY							
	I-WIGRE297860	FASTENAL COMPANY	R	10/21/2014		98.19CR	073029	98.19
2627	FESTIVAL FOODS INC							
	I-201410143927	FESTIVAL FOODS INC	R	10/21/2014		29.18CR	073030	29.18
7053	FFF ENTERPRISES INC.							
	I-6209163	FFF ENTERPRISES INC.	R	10/21/2014		1,499.54CR	073031	1,499.54
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-13439	FIRE APPARATUS & EQUIPMENT INC	R	10/21/2014		21.58CR	073032	21.58
0200	FIRST SUPPLY GREEN BAY LLC							
	I-2725510-00	FIRST SUPPLY GREEN BAY LLC	R	10/21/2014		29.43CR	073033	
	I-2725532-00	FIRST SUPPLY GREEN BAY LLC	R	10/21/2014		48.47CR	073033	77.90
6654	FLEETPRIDE							
	I-64045571	FLEETPRIDE	R	10/21/2014		123.66CR	073034	123.66
7054	FLORAL PLANT GROWERS LLC							
	I-846676	FLORAL PLANT GROWERS LLC	R	10/21/2014		138.50CR	073035	138.50

PACKET: 04558 OCT 2014 COUNCIL - 2 10-21-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0107	FOX VALLEY TECHNICAL COLLEGE							
	I-TPB0000242333	FOX VALLEY TECHNICAL COLLEGE	R	10/21/2014		445.00CR	073036	445.00
1891	GANNETT WI MEDIA							
	I-8380369	GANNETT WI MEDIA	R	10/21/2014		177.30CR	073037	
	I-8380805	GANNETT WI MEDIA	R	10/21/2014		261.66CR	073037	438.96
6084	GANNETT WI MEDIA							
	I-201410133918	GANNETT WI MEDIA	R	10/21/2014		347.14CR	073038	
	I-201410143928	GANNETT WI MEDIA	R	10/21/2014		192.02CR	073038	539.16
0116	GRAINGER INC							
	I-9560147192	GRAINGER INC	R	10/21/2014		240.20CR	073039	240.20
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-974894152	GRAYBAR ELECTRIC COMPANY INC	R	10/21/2014		126.07CR	073040	
	I-975024523	GRAYBAR ELECTRIC COMPANY INC	R	10/21/2014		123.99CR	073040	
	I-975176600	GRAYBAR ELECTRIC COMPANY INC	R	10/21/2014		25.74CR	073040	275.80
7055	GREEN & GOLD CONCRETE, INC.							
	I-54877	GREEN & GOLD CONCRETE, INC.	R	10/21/2014		460.00CR	073041	460.00
2044	GREEN BAY TITLE COMPANY INC							
	I-TS58794	GREEN BAY TITLE COMPANY INC	R	10/21/2014		135.00CR	073042	135.00
4902	HALRON LUBRICANTS INC							
	I-702371-00	HALRON LUBRICANTS INC	R	10/21/2014		488.33CR	073043	488.33
1237	HASTINGS AIR ENERGY CONTROL							
	I-I53331	HASTINGS AIR ENERGY CONTROL	R	10/21/2014		507.00CR	073044	
	I-I53332	HASTINGS AIR ENERGY CONTROL	R	10/21/2014		2,213.78CR	073044	2,720.78
0446	HAWKINS INC							
	I-3649167 RI	HAWKINS INC	R	10/21/2014		4,387.63CR	073045	4,387.63
3521	HD SUPPLY WATERWORKS LTD							
	C-D053468	HD SUPPLY WATERWORKS LTD	R	10/21/2014		705.31	073046	
	I-C885254	HD SUPPLY WATERWORKS LTD	R	10/21/2014		1,475.00CR	073046	
	I-D023807	HD SUPPLY WATERWORKS LTD	R	10/21/2014		524.62CR	073046	
	I-D052982	HD SUPPLY WATERWORKS LTD	R	10/21/2014		754.61CR	073046	2,048.92
5535	HOLUBAR CONST CO INC							
	I-4033	HOLUBAR CONST CO INC	R	10/21/2014		3,650.00CR	073047	3,650.00

PACKET: 04558 OCT 2014 COUNCIL - 2 10-21-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5674	HOME TEAM SPORTS & APPAREL INC							
	I-20881	HOME TEAM SPORTS & APPAREL INC	R	10/21/2014		63.00CR	073048	63.00
5484	HYDRO DESIGNS INC							
	I-33299-IN	HYDRO DESIGNS INC	R	10/21/2014		2,876.00CR	073049	
	I-33340-IN	HYDRO DESIGNS INC	R	10/21/2014		1,415.00CR	073049	4,291.00
1399	INDOFF INC							
	I-2520177	INDOFF INC	R	10/21/2014		410.92CR	073050	
	I-2521393	INDOFF INC	R	10/21/2014		14.19CR	073050	
	I-2522642	INDOFF INC	R	10/21/2014		65.74CR	073050	
	I-2523914	INDOFF INC	R	10/21/2014		302.00CR	073050	
	I-2524794	INDOFF INC	R	10/21/2014		14.75CR	073050	807.60
1338	JAMES E KOCKEN TRUCKING							
	I-639	JAMES E KOCKEN TRUCKING	R	10/21/2014		234.00CR	073051	
	I-640	JAMES E KOCKEN TRUCKING	R	10/21/2014		234.00CR	073051	
	I-641	JAMES E KOCKEN TRUCKING	R	10/21/2014		234.00CR	073051	702.00
6520	JX PETERBILT - GREEN BAY							
	C-D-242600118	JX PETERBILT - GREEN BAY	R	10/21/2014		255.00	073052	
	I-D-242650087	JX PETERBILT - GREEN BAY	R	10/21/2014		64.06CR	073052	
	I-D-242660045	JX PETERBILT - GREEN BAY	R	10/21/2014		64.75CR	073052	
	I-D-242680022	JX PETERBILT - GREEN BAY	R	10/21/2014		1,233.79CR	073052	
	I-D-242680028	JX PETERBILT - GREEN BAY	R	10/21/2014		19.09CR	073052	
	I-D-242690127	JX PETERBILT - GREEN BAY	R	10/21/2014		8.43CR	073052	
	I-D-242690130	JX PETERBILT - GREEN BAY	R	10/21/2014		2.81CR	073052	
	I-D-242720001	JX PETERBILT - GREEN BAY	R	10/21/2014		35.15CR	073052	
	I-D-242730004	JX PETERBILT - GREEN BAY	R	10/21/2014		147.30CR	073052	
	I-D-242740162	JX PETERBILT - GREEN BAY	R	10/21/2014		23.28CR	073052	
	I-D-242750026	JX PETERBILT - GREEN BAY	R	10/21/2014		35.15CR	073052	
	I-D-242760051	JX PETERBILT - GREEN BAY	R	10/21/2014		28.91CR	073052	
	I-D-242790001	JX PETERBILT - GREEN BAY	R	10/21/2014		3.85CR	073052	
	I-D-242790013	JX PETERBILT - GREEN BAY	R	10/21/2014		24.00CR	073052	
	I-D-242810009	JX PETERBILT - GREEN BAY	R	10/21/2014		107.00CR	073052	
	I-D-242810061	JX PETERBILT - GREEN BAY	R	10/21/2014		111.86CR	073052	1,654.43
VOID	VOID CHECK		V	10/21/2014			073053	**VOID**
0149	KIMCO ENGRAVING INC							
	I-26089	KIMCO ENGRAVING INC	R	10/21/2014		22.12CR	073054	22.12

PACKET: 04558 OCT 2014 COUNCIL - 2 10-21-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3140	KUNDINGER FLUID POWER INC							
	I-50302173	KUNDINGER FLUID POWER INC	R	10/21/2014		162.17CR	073055	162.17
6577	LAKELAND LAWNCARE							
	I-50536	LAKELAND LAWNCARE	R	10/21/2014		1,200.00CR	073056	
	I-50537	LAKELAND LAWNCARE	R	10/21/2014		875.00CR	073056	2,075.00
1105	LEDGEVIEW, TOWN OF							
	I-201410133919	LEDGEVIEW, TOWN OF	R	10/21/2014		5,023.00CR	073057	5,023.00
5786	LEE, CINDY							
	I-201410133920	LEE, CINDY	R	10/21/2014		122.64CR	073058	122.64
0159	LEXIS NEXIS INC							
	I-1409255389	LEXIS NEXIS INC	R	10/21/2014		214.00CR	073059	214.00
1293	LINDEMAN'S CLEANING							
	I-201410133921	LINDEMAN'S CLEANING	R	10/21/2014		49.32CR	073060	49.32
6198	MAILFINANCE							
	I-N4932137	MAILFINANCE	R	10/21/2014		314.73CR	073061	314.73
5269	MASTERFILES INC							
	I-2908101401	MASTERFILES INC	R	10/21/2014		11.25CR	073062	11.25
0163	MCC INC							
	I-14-07 (3)	MCC INC	R	10/21/2014		383,719.12CR	073063	383,719.12
0173	MENARDS INC							
	C-201410133922	MENARDS INC	R	10/21/2014		13.66	073064	
	I-48520	MENARDS INC	R	10/21/2014		74.11CR	073064	
	I-48899	MENARDS INC	R	10/21/2014		49.81CR	073064	
	I-49235	MENARDS INC	R	10/21/2014		28.17CR	073064	
	I-49298	MENARDS INC	R	10/21/2014		9.96CR	073064	148.39
1630	BRIAN MITCHELL							
	I-548	BRIAN MITCHELL	R	10/21/2014		37.00CR	073065	
	I-549	BRIAN MITCHELL	R	10/21/2014		402.80CR	073065	439.80
2744	MSA PROFESSIONAL SERVICES INC							
	I-R09441004.0 (2)	MSA PROFESSIONAL SERVICES INC	R	10/21/2014		4,432.50CR	073066	4,432.50

PACKET: 04558 OCT 2014 COUNCIL - 2 10-21-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6555	NES ECOLOGICAL SERVICES							
	I-68223	NES ECOLOGICAL SERVICES	R	10/21/2014		182.50CR	073067	182.50
5552	NFPA							
	I-6259298X #1	NFPA	R	10/21/2014		165.00CR	073068	165.00
0531	NORTHEAST AUTO PARTS INC							
	I-294363	NORTHEAST AUTO PARTS INC	R	10/21/2014		428.98CR	073069	
	I-294662	NORTHEAST AUTO PARTS INC	R	10/21/2014		3.69CR	073069	
	I-294673	NORTHEAST AUTO PARTS INC	R	10/21/2014		43.99CR	073069	
	I-294699	NORTHEAST AUTO PARTS INC	R	10/21/2014		55.90CR	073069	
	I-294724	NORTHEAST AUTO PARTS INC	R	10/21/2014		13.50CR	073069	
	I-294882	NORTHEAST AUTO PARTS INC	R	10/21/2014		16.95CR	073069	563.01
5433	NORTHEAST WI TECH COLLEGE							
	I-M4183	NORTHEAST WI TECH COLLEGE	R	10/21/2014		250.00CR	073070	250.00
3250	NORTHERN LAKE SERVICE							
	I-263178	NORTHERN LAKE SERVICE	R	10/21/2014		580.00CR	073071	
	I-263179	NORTHERN LAKE SERVICE	R	10/21/2014		20.00CR	073071	600.00
0966	OLD DOMINION BRUSH							
	I-64166-IN	OLD DOMINION BRUSH	R	10/21/2014		552.34CR	073072	552.34
0195	P D Q CAR WASH SOUTHWEST							
	I-72758737410	P D Q CAR WASH SOUTHWEST	R	10/21/2014		28.99CR	073073	28.99
5222	P J KORTENS & CO INC							
	I-10016644	P J KORTENS & CO INC	R	10/21/2014		730.00CR	073074	730.00
0499	PACK AND SHIP LLC							
	I-201410143929	PACK AND SHIP LLC	R	10/21/2014		17.52CR	073075	17.52
0197	PACKER CITY INTERNATIONAL INC							
	C-X101005693:01	PACKER CITY INTERNATIONAL INC	R	10/21/2014		87.75	073076	
	I-X101005383:01	PACKER CITY INTERNATIONAL INC	R	10/21/2014		312.60CR	073076	224.85
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-50430	PM SUPPLY - WRIGHT INDUSTRIAL	R	10/21/2014		307.87CR	073077	307.87
0208	POMP'S TIRE SERVICE INC							
	C-1010020072	POMP'S TIRE SERVICE INC	R	10/21/2014		182.40	073078	
	C-10275655	POMP'S TIRE SERVICE INC	R	10/21/2014		120.00	073078	
	I-1010022621	POMP'S TIRE SERVICE INC	R	10/21/2014		3,491.90CR	073078	
	I-90018129	POMP'S TIRE SERVICE INC	R	10/21/2014		273.12CR	073078	
	I-90018556	POMP'S TIRE SERVICE INC	R	10/21/2014		21.06CR	073078	
	I-90018595	POMP'S TIRE SERVICE INC	R	10/21/2014		341.80CR	073078	3,825.48

Attachment: 10-21-14 VOUCHERS (2758 : Voucher Approval.)

PACKET: 04558 OCT 2014 COUNCIL - 2 10-21-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0211	POSITIVE PROMOTIONS							
	I-05082239	POSITIVE PROMOTIONS	R	10/21/2014		1,471.47CR	073079	1,471.47
1246	PREVEA WORKMED INC							
	I-92015	PREVEA WORKMED INC	R	10/21/2014		170.00CR	073080	170.00
6991	PROFESSIONAL SERVICE INDUSTRIES, INC.							
	I-319475	PROFESSIONAL SERVICE INDUSTRIE	R	10/21/2014		7,869.60CR	073081	7,869.60
0467	PUBLIC SERVICE COMMISSION OF WI							
	I-1408-I-01610	PUBLIC SERVICE COMMISSION OF W	R	10/21/2014		2,100.39CR	073082	
	I-RA15-I-01610	PUBLIC SERVICE COMMISSION OF W	R	10/21/2014		6,028.46CR	073082	8,128.85
1434	PAULA RAHN							
	I-201410133923	PAULA RAHN	R	10/21/2014		155.68CR	073083	155.68
6929	RELYCO INC.							
	I-14-16 (1)	RELYCO INC.	R	10/21/2014		33,801.88CR	073084	33,801.88
6380	ROCK OIL REFINING INC							
	I-237038	ROCK OIL REFINING INC	R	10/21/2014		40.00CR	073085	40.00
0235	SAINT VINCENT HOSPITAL							
	I-39048	SAINT VINCENT HOSPITAL	R	10/21/2014		12.97CR	073086	12.97
4875	SANOFI PASTEUR							
	I-903562906	SANOFI PASTEUR	R	10/21/2014		794.04CR	073087	794.04
4029	SERVICE MOTOR COMPANY							
	I-CS04848	SERVICE MOTOR COMPANY	R	10/21/2014		289.41CR	073088	
	I-CS05005	SERVICE MOTOR COMPANY	R	10/21/2014		42.99CR	073088	332.40
6141	SHARPER EDGE LANDSCAPING LLC							
	I-34464	SHARPER EDGE LANDSCAPING LLC	R	10/21/2014		202.50CR	073089	
	I-34622	SHARPER EDGE LANDSCAPING LLC	R	10/21/2014		90.00CR	073089	
	I-34645	SHARPER EDGE LANDSCAPING LLC	R	10/21/2014		45.00CR	073089	337.50
3234	SHERWIN WILLIAMS							
	I-1859-9	SHERWIN WILLIAMS	R	10/21/2014		99.15CR	073090	99.15
4094	STATE BAR OF WISCONSIN							
	I-514966	STATE BAR OF WISCONSIN	R	10/21/2014		62.91CR	073091	
	I-515616	STATE BAR OF WISCONSIN	R	10/21/2014		25.63CR	073091	88.54

PACKET: 04558 OCT 2014 COUNCIL - 2 10-21-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0255	STELLPFLUG LAW SC							
	I-406-01M (224)	STELLPFLUG LAW SC	R	10/21/2014		2,967.94CR	073092	2,967.94
0258	SUPERIOR CHEMICAL CORP							
	I-69904	SUPERIOR CHEMICAL CORP	R	10/21/2014		136.95CR	073093	136.95
1903	TECHNOLOGY ARCHITECTS INC							
	I-10903519	TECHNOLOGY ARCHITECTS INC	R	10/21/2014		108.75CR	073094	108.75
3253	BILL TEWS							
	I-201410133924	BILL TEWS	R	10/21/2014		14.60CR	073095	14.60
1397	LORI TONN							
	I-201410133925	LORI TONN	R	10/21/2014		140.00CR	073096	140.00
5701	TOTER							
	I-KB 65353689	TOTER	R	10/21/2014		8,594.58CR	073097	8,594.58
0267	TRAFFIC & PARKING CONTROL INC							
	I-I467535	TRAFFIC & PARKING CONTROL INC	R	10/21/2014		408.54CR	073098	408.54
0415	TRI CITY GLASS INC							
	I-I04-1003-42970	TRI CITY GLASS INC	R	10/21/2014		17.18CR	073099	17.18
6989	TRILLIUM CNG (1700)							
	I-INV0009929	TRILLIUM CNG (1700)	R	10/21/2014		2,613.42CR	073100	2,613.42
0268	TRUCK EQUIPMENT INC							
	I-607119-00	TRUCK EQUIPMENT INC	R	10/21/2014		135.00CR	073101	135.00
0417	TWEET GAROT MECHANICAL INC							
	I-9159	TWEET GAROT MECHANICAL INC	R	10/21/2014		417.00CR	073102	417.00
0272	UNIFORM SHOPPE INC							
	I-235929	UNIFORM SHOPPE INC	R	10/21/2014		44.95CR	073103	
	I-236221	UNIFORM SHOPPE INC	R	10/21/2014		65.95CR	073103	
	I-236229	UNIFORM SHOPPE INC	R	10/21/2014		109.95CR	073103	220.85
1911	UNITED PARCEL SERVICE INC							
	I-70A6Y6404	UNITED PARCEL SERVICE INC	R	10/21/2014		17.31CR	073104	17.31
3529	UP-RIGHT SERVICES							
	I-5280	UP-RIGHT SERVICES	R	10/21/2014		3,800.00CR	073105	3,800.00

PACKET: 04558 OCT 2014 COUNCIL - 2 10-21-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7015	US BANK EQUIPMENT FINANCE							
	I-263135469	US BANK EQUIPMENT FINANCE	R	10/21/2014		207.50CR	073106	207.50
4696	US CELLULAR							
	I-53675707	US CELLULAR	R	10/21/2014		193.21CR	073107	193.21
0620	VALLEY RADIATOR INC							
	I-26483	VALLEY RADIATOR INC	R	10/21/2014		175.00CR	073108	
	I-26484	VALLEY RADIATOR INC	R	10/21/2014		85.00CR	073108	260.00
0277	VAN'S FIRE & SAFETY INC							
	I-4065440	VAN'S FIRE & SAFETY INC	R	10/21/2014		372.82CR	073109	372.82
0291	WI DEPT OF JUSTICE TIME MADISON							
	I-201410133926	WI DEPT OF JUSTICE TIME MADI	R	10/21/2014		77.00CR	073110	77.00
6015	WIAA							
	I-141002 DS	WIAA	R	10/21/2014		92.00CR	073111	92.00
1210	WIL KIL PEST CONTROL							
	I-2540647	WIL KIL PEST CONTROL	R	10/21/2014		104.00CR	073112	104.00
7021	WILSON AUTO COLLISION - GREEN BAY							
	I-28372	WILSON AUTO COLLISION - GREEN	R	10/21/2014		526.50CR	073113	526.50

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	114	0.00	1,168,991.17	1,168,991.17
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	115	0.00	1,168,991.17	1,168,991.17

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 10-21-14 VOUCHERS (2758 : Voucher Approval.)

PACKET: 04558 OCT 2014 COUNCIL - 2 10-21-14

VENDOR SET: 01

BANK : AP ASSOCIATED

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	10/2014	73,064.28CR
201	10/2014	3,006.44CR
208	10/2014	4,872.14CR
215	10/2014	182.50CR
235	10/2014	28.17CR
260	10/2014	135.00CR
405	10/2014	984,999.32CR
415	10/2014	1,162.00CR
460	10/2014	3,650.00CR
601	10/2014	94,720.48CR
650	10/2014	3,170.84CR
ALL		1,168,991.17CR

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **October 21, 2014**

DEPARTMENT: **City Clerk-Treasurer**

FROM: **Shana Defnet**

SUBJECT: **Operator License Applications.**

ATTACHMENTS:

- License List (PDF)

CITY OF DE PERE - OCTOBER 21, 2014

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	BAKER, THERESE A.	1294 ELMORE STREET	GREEN BAY	WI	54303
2	BEQUEAITH, DONNA M.	420 HARTUNG STREET	GREEN BAY	WI	54302
3	DONAHUE, STEPHANIE M.	2344 HOPF LANE	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	FINKEL, ANNA R.	1545 SILVERSTONE TRAIL #7	DE PERE	WI	54115
2	GRUTZA, AARON F.	1020 TANAGER TRAIL	DE PERE	WI	54115
3	WINDORSKI, TRISTA J.	1687 DECKNER AVENUE #6	GREEN BAY	WI	54302

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 21, 2014

DEPARTMENT: Finance/Personnel Committee

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #14-110, Authorizing Settlement of Claim (Kendra Smale and Matt Shuma).

ATTACHMENTS:

- Reso14-110 (DOCX)

RESOLUTION #14-110

AUTHORIZING SETTLEMENT OF CLAIM
(Kendra Smale and Matt Shuma)

WHEREAS, a Notice of Claim and Claim was filed by Kendra Smale and Matt Shuma ("Claimants"), 500 North Michigan Street, De Pere, WI 54115, in the City Clerk's Office on May 5, 2014; and

WHEREAS, such Notice and Claim alleges Claimants sustained monetary damages caused by a water main break adjacent to their property; and

WHEREAS, this matter has been reviewed the City's liability insurance carrier and the City's Finance/Personnel Committee, which determined it appropriate to settle this claim with the Claimants.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The claim submitted by Kendra Smale and Matt Shuma be, and the same is hereby approved for payment by the City Clerk-Treasurer subject to the execution of an appropriate Release of All Claims prepared by the City Attorney.

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 21st day of October, 2014.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:______
Nays:______

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 21, 2014

DEPARTMENT: Finance/Personnel Committee

FROM: Judith Schmidt-Lehman

SUBJECT: Consider Request of West De Pere School District to Cancel Reimbursement.

This matter was considered by the Finance/Personnel Committee on October 7, 2014, where it was determined by the Committee to forward it on to the Council without recommendation.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**October 21, 2014**
DEPARTMENT:	**Common Council**
FROM:	**Lisa Renier**
SUBJECT:	**Status of Redevelopment Agreement Between the City of De Pere, the Redevelopment Authority and Center Ville, LLC (MAC Dental). (This item is for joint consideration by the Redevelopment Authority and the Common Council.)**