



Common Council

335 South Broadway

Regular Meeting

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

Revised Agenda

Tuesday, October 15, 2013

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a Regular Meeting of the **Common Council** of the City of De Pere will be held on **October 15, 2013** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115**.

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

Call to order.

1. Roll call.
2. Pledge of Allegiance to the Flag.
3. Approval of the Minutes of the 9-30-2013 Redevelopment Authority and Common Council Special Meeting.
4. Approval of the Minutes of the 10-01-2013 Common Council Meeting.
5. Public Hearing Exercising Special Assessment Powers for water main and water services on the south side of Cedar Street from the westerly Termini to Tenth Street is scheduled for 7:35 p.m. or soon after.

A. Notice of Public Hearing.

B. Recommendation from the Board of Public Works.

- C. Resolution #13-124, Final Resolution Authorizing Water Main and Water Service Construction and Levying Special Assessments Against Benefited Property (Cedar Street From the Westerly Termini to Tenth Street).
6. Public Hearing on a street vacation for a part of Galway Lane is scheduled for 7:35 p.m. or soon after.

A. Notice of Public Hearing.

B. Recommendation from the Plan Commission.

- C. Resolution #13-114, Regarding the Vacation of Public Thoroughfare (A portion of Galway Lane).
7. Public comment upon matters not on the agenda or other announcements.
8. Presentation by Definitely De Pere on the City Main Street Program.
9. Recommendation from the Finance/Personnel Committee to approve Ambulance Computer Purchase for New Billing System from TTK Electronics.

10. Recommendation from the Finance/Personnel Committee to approve Ambulance Bid award for \$162,989 to Foster Coach Sales.
11. Recommendation from the Finance/Personnel Committee to approve Historic Preservation Commission appropriation of \$2,000 for operational funding.
12. Recommendation from Plan Commission for a 3 lot and single outlot CSM on Tullig Place.
13. Recommendation from the License Committee to approve application for a Trade Name Change for Pomodoro Italian Restaurant, 101 Fort Howard Avenue (previously 101 Restaurant).
14. Resolution #13-125, Adopting a Classification and Compensation Plan.
15. Resolution #13-126, Revoking Approval of Agreement Regarding the Sale and Purchase of 710 Glory Road Between the City of De Pere and Jake Ventures, LLC and Authorizing Agreement Regarding the Sale and Purchase of 710 Glory Road Between the City of De Pere and PEDS, LLC.
16. Resolution #13-127, Authorizing Facade Grant to LTF Investments, L.L.C. (519 George Street).
17. Resolution #13-128, Authorizing Agreement with Schenck, S.C. (Sewer Utility Rate Study).
18. Resolution #13-129, Amending Information Technology Use Policy Regulations Regarding Use of Personal Electronic Communication Devices/Services for City Purposes.
19. Resolution #13-130, Authorizing Amendment to Agreement for Consulting Services Between the City of De Pere and RW Management Group, Inc. For Interim Fire Department Management Services.
20. Resolution #13-131, Authorizing Write-off of Delinquent Revolving Loan to Harrill Cabinetry & Custom Woodworking, LLC.
21. Resolution #13-132, Authorizing Professional Consulting Services Agreement with GeoDecisions.
22. Resolution #13-133, Authorizing Acceptance of Crime Prevention Foundation Grant
23. Resolution #13-134, Authorizing and Approving a Revocable Occupancy Permit for St. Norbert College for Irrigation System Installation and Maintenance.
24. Resolution #13-135, Opposing Senate Bill 338 Expanding Town Authority to Create Tax Increment Financing Districts.
25. Resolution #13-136, Authorizing Redevelopment Agreement Between the City of De Pere, the Redevelopment Authority of the City of De Pere and VHC, Inc.
26. Resolution #13-137, Authorizing Amendment to Redevelopment Agreement Between the City of De Pere, the Redevelopment Authority of the City of De Pere and Centre Ville LLC (formerly Medical Arts Complex Medical Center S.C.)
27. Operator License Applications.
28. Voucher Approval.

29. Future agenda items.

30. Adjournment.

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.

ANDREW J NACKERS & CARRIANNE L PURPURA

ANTOINETTE E THOMAS

BRENTON J & JILL M BECKER

CHRISTOPHER A & LORI L WAARA

DANIEL L BASSINDALE

GARRITY FAMILY REAL ESTATE LLC

GARRITYS GLEN LLC

GERALD M & JOYCE E KRULL

GREGORY VEITH & MICHELLE L BETHKE

JEFFREY D ARMBRUSTER

JUSTIN R & LEAH A CZACHOR

LISA A EVERARD

MARK SODERLAND

LTF INVESTMENTS, L.L.C. C/O LARRY FISETTE

MIKE KONECNY

RW MANAGEMENT GROUP, INC. C/O JEFF ROEMER

RONALD J & KATHLEEN M KOCKEN

ROBERT & RUTH ZYCH

DAVID VAN GRUNSVEN

LELAND V DOHERTY

TOM OLEJNICZAK

GARY NOBLE

CRAIG KASSNER

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

MEETING DATE: October 15, 2013

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the 9-30-2013 Redevelopment Authority and Common Council Special Meeting.

ATTACHMENTS:

- 9-30-2013 Common Council and Redevelopment Authority Special Meeting (PDF)



Common Council and Redevelopment Authority 335 South Broadway

Special Meeting

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

Draft Minutes

Monday, September 30, 2013

6:00 PM

De Pere City Hall Council Chambers

Call to Order.

The Common Council and Redevelopment Authority Special Meeting was called to order on September 30, 2013 at 6:14 p.m. in De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere WI.

Attendee Name	Present	Absent	Late	Arrived
Ted Penn	☐	☒	☐	
Bill Komsi	☒	☐	☐	
John Nusbaum	☒	☐	☐	
Jerry Henrigillis	☐	☒	☐	
Joe Van Deurzen	☒	☐	☐	
William Patzke	☒	☐	☐	
Kevin Bauer	☒	☐	☐	
James Boyd	☒	☐	☐	
Scott Crevier	☒	☐	☐	
Michael Donovan	☒	☐	☐	
Bob Heuvelmans	☐	☐	☒	
Jim Kneiszel	☒	☐	☐	
Larry Lueck	☐	☐ Excused	☐	
Lisa Rafferty	☒	☐	☐	
Michael J. Walsh	☒	☐	☐	

Bill Patzke was elected unanimously to act as President in the absence of Ted Penn.

- Discussion of status of redevelopment agreement between the City of De Pere, the Redevelopment Authority and Centerville LLC (MAC Dental).
City Planner Ken Pabich summarized the staff memo provided to the Common Council and the Redevelopment Authority.

Gary Noble, President of Centre Ville LLC, introduced the following individuals and went over the handout provided to the Common Council and the Redevelopment Authority:

- Alex Santos, Immel Construction
- David Donoian, Commercial Realtor
- Thomas Olejniczak, Law Firm of Conway, Olejniczak, and Jerry S.C.
- Dr. Thomas M. Murphy, Vice President of Centre Ville LLC

John Nusbaum moved, seconded by Bill Patzke, to approve an extension for the start of construction of the MAC Dental Building to be set for September 1, 2014, contingent upon receipt of the PILT payment of 2012, and that all other dates that are contingent upon the start of construction be adjusted accordingly. Discussion followed. Upon vote of the Redevelopment Authority, motion carried unanimously.

Aldersperson Bauer moved, seconded by Aldersperson Boyd to approve the recommendation of the Redevelopment Authority. Discussion followed. Upon vote, motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Koms, Nusbaum, Van Deurzen, Patzke, Bauer, Boyd, Crevier, Donovan, Heuvelmans, Kneiszel, Rafferty
ABSENT:	Ted Penn, Jerry Henrigillis
EXCUSED:	Larry Lueck

3. Adjournment.

Joe Van Deurzen moved, seconded by John Nusbaum to adjourn the special meeting of the Redevelopment Authority at 7:41 p.m. Upon vote, motion carried unanimously.

Aldersperson Donovan moved, seconded by Aldersperson Boyd to adjourn the special meeting of the Common Council at 7:41 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Defnet
Clerk-Treasurer

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

MEETING DATE: October 15, 2013

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the 10-01-2013 Common Council Meeting.

ATTACHMENTS:

- Minutes Council 10-01-2013 City of De Pere (PDF)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, October 1, 2013
7:30 PM
De Pere City Hall Council Chambers

Call to Order.

The Common Council Meeting was called to order on October 1, 2013 at 7:30 p.m. in De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Present	Absent	Late	Arrived
Larry Lueck	☐	☐ Excused	☐	
James Boyd	☒	☐	☐	
Jim Kneiszel	☒	☐	☐	
Scott Crevier	☒	☐	☐	
Michael Donovan	☒	☐	☐	
Kevin Bauer	☒	☐	☐	
Lisa Rafferty	☒	☐	☐	
Bob Heuvelmans	☒	☐	☐	
Michael J. Walsh	☒	☐	☐	

2. Approval of the Minutes of the September 17, 2013 Common Council Meeting.

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

3. Public Hearing to amend Precise Implementation Plan for Parcel WD-657-1 (Grant Street) to allow for two units of row housing and WD-657-2 (College Street) and to allow for a three story apartment complex is scheduled for 7:35 p.m. or soon after.

A. Notice of Public Hearing.

The Clerk announced that the Public Hearing was published in the City's official newspaper, the De Pere Journal, on September 12 and September 19, 2013.

B. Recommendation from the Plan Commission.

Planning Director Ken Pabich stated that the Plan Commission recommended approval and he gave a brief summary of the project.

C. Ordinance #13-19, Amending Precise Implementation Plan (WD-657-1 and WD-657-2).

Mayor Walsh declared the public hearing open; no one wished to speak and the Mayor declared the public hearing closed. Alderperson Boyd moved, seconded by Alderperson Crevier to approve the ordinance. Discussion followed.

Alderperson Heuvelmans moved, seconded by Alderperson Crevier to open the meeting. Upon vote, motion carried unanimously.

Craig Hasner explained the development and how they would make it fit into the neighborhood. Alderperson Heuvelmans moved, seconded by Alderperson Crevier to close the meeting. Upon vote, motion carried unanimously.

Alderperson Boyd moved, seconded by Alderperson Heuvelmans to amend the ordinance to have City Staff work with developers to swing the side entrances around to the front and possibly incorporate gables to break up the roof. Discussion on the amendment followed. Motion carried unanimously to approve the ordinance as amended.

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

4. Public Hearing to rezone Parcel WD-714 from Single & Two Family Residence (R-2) to General Residence with a Planned Development Overlay (R-3 PDD) for one six unit apartment building designed as row housing is scheduled for 7:35 p.m. or soon after.
 - A. Notice of Public Hearing.

The Clerk announced that the Public Hearing was published in the City's official newspaper, the De Pere Journal, on September 12 and September 19, 2013.
 - B. Recommendation from the Plan Commission.

Planning Director Ken Pabich stated that the Plan Commission recommended approval and explained the row housing development.
 - C. Ordinance #13-20, Rezoning Certain Property (Parcel WD-714).

Mayor Walsh declared the public hearing open.

Peter Blashka addressed the Council and stated that he doesn't think there is room for 6 row houses. He also expressed his concern for the driveway traffic.

Mayor Walsh declared the public hearing closed:

Alderperson Boyd moved, seconded by Alderperson Crevier to approve the ordinance. Discussion followed.

Alderperson Crevier moved, seconded by Alderperson Rafferty to open the meeting. Upon vote, motion carried unanimously.

Peter Blashka spoke again regarding traffic in the area. Discussion followed.

Alderperson Heuvelmans moved, seconded by Alderperson Crevier to close the meeting. Upon vote, motion carried unanimously.

Ken Pabich stated that the shared driveway was reviewed by both the Fire Department and Engineering and they did not see a significant issue with the driveway traffic. He also stated that the Plan Commission was comfortable with the plan to put in 6 row houses.

Alderperson Crevier moved, seconded by Alderperson Heuvelmans to amend the ordinance to add requirement for row of trees along the northern property line.

Upon vote, motion carried unanimously. Motion carried unanimously to approve the ordinance as amended.

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

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

None.

6. Recommendation from Historic Preservation Commission for installation of Historic Plaques.
Alderperson Boyd moved, seconded by Alderperson Crevier to open the meeting. Upon vote, motion carried unanimously.

Mary Jane Herber spoke regarding the funding for the plaques and where the money was supposed to come from. Ken Pabich stated that the funding needs to come as a recommendation from the Finance/Personnel Committee and go to Council.

Alderperson Donovan moved, seconded by Alderperson Crevier to close the meeting. Upon vote, motion carried unanimously.

Upon vote to approve the installation of the Historic Plaques, motion carried unanimously.

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

7. Recommendation from the Board of Park Commissioners to accept \$250 donation from The Celebrate Committee, Inc. to The Recreation Scholarship Fund.

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

8. Recommendation from the Board of Park Commissioners to accept \$250 donation from Celebrate De Pere for De Pere Dog Park.

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

9. Recommendation from the Board of Park Commissioners to accept \$250 Donation from Celebrate De Pere Committee for the Recreation Department.

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

10. Recommendation from the Board of Park Commissioners to approve \$4300 from the Parkland Dedication Fund to fund wetland delineation and land transfer for Dog Park.

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

11. Ordinance #13-21, Repealing §8-1, De Pere Municipal Code Regarding Health Department Licensing of Certain Establishments.

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

12. Ordinance #13-22, Repealing and Recreating §110-7 De Pere Municipal Code Regarding Weights and Measures Regulations.

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

13. Resolution #13-121, Authorizing Submission of Grant Request for Aerial Deer Survey. City Forester Don Melichar discussed with Council the importance of conducting an aerial deer survey in the City of De Pere.
- Alderperson Crevier moved, seconded by Alderperson Heuvelmans to open the meeting. Upon vote, motion carried unanimously.
- Steve Bloemer spoke and asked about the number of complaints the City actually receives regarding the deer population.
- Alderperson Crevier moved, seconded by Alderperson Kneiszel to close the meeting. Upon vote, motion carried unanimously.
- Discussion followed.
- Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve the application. Upon vote, motion carried 6-1 with Alderperson Heuvelmans voting nay.

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

14. Resolution #13-122, Approving Agreement for Consulting Services Between the City of De Pere and McMahon Associates, Inc. (WDNR Field Screening Services).

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

15. Resolution #13-123, Authorizing Fifth Amendment to Lease Agreement Between the City of De Pere and Humana Insurance Company.

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

16. Review Classification and Compensation Study Results
Human Resources Director Shannon Metzler and Charles Carlson of Carlson-Dettman came forward and addressed the Council about the Classification and Compensation Study Results. Charles Carlson reviewed the process with the Council. He also explained the three options presented to staff; a traditional step system, an open pay plan with pay for performance, and a combination of the two. Discussion followed.

Shannon Metzler reviewed her memo for the Council and explained that Pay Plan C, the open pay plan with pay-for-performance, was the plan that staff is recommending. She stated that staff does not recommend decreasing anyone's rate of pay, but instead to freeze their pay until they get caught up to the new plan. She also stated that staff recommends a 2% cost of living adjustment for those employees whose pay has not been red-circled. Discussion followed. This item is scheduled to be presented to the Council for action on October 15, 2013.

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

Alderperson Bauer moved, seconded by Alderperson Boyd to approve Operator License Applications #1-7 and 9 and to table Operator Licenses #8, 10, and 11. Upon vote, motion carried unanimously.

18. Voucher Approval.
Alderperson Crevier requested that the scan of the vouchers be darker.

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

19. Future Agenda Items.

None.

20. Adjournment.

Upon motion by Alderperson Bauer, seconded by Alderperson Crevier, the meeting was adjourned at 9:44 p.m.

Respectfully submitted,

Shana Defnet
Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 15, 2013

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #13-124, Final Resolution Authorizing Water Main and Water Service Construction and Levying Special Assessments Against Benefited Property (Cedar Street From the Westerly Termini to Tenth Street).

ATTACHMENTS:

- Reso13-124 (DOCX)
- CI-EngrReport-SpecialAssessmentScheduleB&C-Project 13-12(XLSX)
- CI-EngrReport-SpecialAssessmentScheduleDProject13-12 (XLSX)
- Public Hearing Notice (DOCX)

RESOLUTION #13-124

FINAL RESOLUTION AUTHORIZING WATER MAIN AND
WATER SERVICE CONSTRUCTION AND LEVYING
SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY
(Cedar Street from the Westerly Termini to Tenth Street)

WHEREAS, the Common Council of the City of De Pere having declared its intention to exercise its police power to levy special assessments pursuant to Wis. Stats. §66.0703, for improvements constructed within the areas described below and special assessments to be levied on a reasonable basis upon the property benefited thereby, said improvements to include water main and water service construction and incidentals therefore where necessary and required. Said improvements shall be constructed in, and the properties benefiting therefrom are contained within, the following described areas or abutting streets:

WATER MAIN AND WATER SERVICES – CEDAR STREET

Both sides of Cedar Street from the westerly termini to Tenth Street

WHEREAS, the City Clerk-Treasurer has published a Notice of Public Hearing regarding such improvements and, pursuant thereto, a public hearing has been held at the City Hall Council Chambers on the 15th day of October, 2013 at 7:35 p.m., whereupon the Common Council heard all interested parties or their agents or attorneys;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere, Wisconsin, that:

1. The report of the Board of Public Works of the City of De Pere, as compiled by the Director of Public Works, pertaining to the construction of the above described improvements, including plans and specifications therefore (as modified*) is hereby adopted and approved.

2. The Common Council, based on its view of the property and its review of such report, determines that the above described properties are benefited by such public improvements and that the benefits and amounts assessed against each parcel on the basis shown in the report (as modified*), representing an exercise of police power, are determined to be on a reasonable basis and are hereby confirmed and approved.

3. Payment for the public improvements shall be made by assessing the cost therefore against the above described benefited properties as indicated in such report.

4. The assessments hereby levied for said improvements shall be:

- (1) paid in cash within thirty (30) days of invoice; or
- (2) in ten (10) annual installments, together with interest on the unpaid balance at a rate of 6.25%; or
- (3) upon transfer of ownership of any parcel or part of a parcel against which assessments are levied;

whichever occurs first. If title to part of such parcel is transferred, only such assessment that is attributable to the part transferred shall become due and payable upon transfer.

5. The total amount assessed benefited properties shall not exceed the total cost of the improvements.

6. The Clerk-Treasurer is hereby directed to publish this resolution in the De Pere Journal as a Class 1 Notice.

7. The Clerk-Treasurer is further directed to mail a copy of this resolution to the property owners whose names appear on the assessment roll whose address is known or can, with reasonable diligence, be ascertained.

8. If any section, sentence, or clause of this resolution or any special assessment set forth or referenced herein shall be declared invalid for any reason whatsoever, such decision

Resolution #13-124

Page 3 of 3

shall not affect the remaining sections or assessments approved herein, which shall remain in full force and effect.

9. This resolution shall remain in full force and effect from and after its passage and publication according to law.

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

* Strike if not modified by the Council

Attachment: Reso13-124 (1461 : Resolution #13-124, Final Resolution Cedar Street Water Main)

**SCHEDULE B
ESTIMATE OF COST OF PROPOSED IMPROVEMENTS**

WATER MAIN AND WATER SERVICES (100% Assessable)

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable	Non-Assessable
W-01-1	Provide 8" PVC Water Main Open Cut or Directional Drill	365	\$40.75 LF	\$14,874	\$14,874	\$0
W-02-1	Provide 6" PVC Water Main (Hydrant Lead)	4	\$38.00 LF	\$152	\$152	\$0
W-03-1	Provide 6" Valve and Connection to Existing Water Main with a 6"x6" Cut-In or Tapping Tee	1	\$3,500.00 EA	\$3,500	\$3,500	\$0
W-04-1	Provide Hydrant Assembly with New Hydrant	1	\$3,050.00 EA	\$3,050	\$3,050	\$0
W-05-1	Provide 1" HDPE Water Service - Open Cut or Directional Drill and Restoration	277	\$35.00 LF	\$9,695	\$9,695	\$0
W-06-1	Provide 1" Corporation and Curb Stop	4	\$300.00 EA	\$1,200	\$1,200	\$0
SP-01-1	Provide Pipe Foundation Stabilization	100	\$0.01 CY	\$1	\$1	\$0
SP-02-1	Provide Inlet Protection	2	\$35.00 EA	\$70	\$70	\$0
Sub-Total				\$32,542	\$32,542	\$0
Contingency				\$1,627	\$1,627	\$0
Technical, Legal, and Administration				\$6,508	\$6,508	\$0
Total Estimated Cost				\$40,677	\$40,677	\$0
Total Estimated Project Cost				\$40,677		

**SCHEDULE C
PROPOSED ASSESSMENT RATES**

ASSESSMENT RATE CALCULATION

Improvement	Unit Type	Number of Units	Total Cost (Assessable)	
Water Main and Water Services	Each	4	\$40,677	\$10,169 Per Each

Note: ERU is for Equivalent Residential Units

PROBABLE PROJECT FINANCING

Description	Units	Cost/ Unit	Total
(1) Water Main and Water Services Assessment	4 EA	\$10,169	\$40,677
Total Estimated Project Cost			\$40,677

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS

PRELIMINARY ASSESSMENTS

TYPE OF IMPROVEMENT: WATER MAIN AND WATER SERVICE CONSTRUCTION

LOCATION - SOUTH SIDE OF CEDAR STREET FROM THE WEST TERMINI TO TENTH STREET

COST PER UNIT - WATER MAIN AND WATER SERVICE (PRELIMINARY) -

\$10,169

<u>PROPERTY OWNER</u>	<u>LOT NO.</u> <u>PROPERTY ADDRESS</u> <u>PARCEL NUMBER</u>	<u>WATER</u> <u>ASSESSMENT</u>		<u>TOTAL</u> <u>ASSESSMENT</u>
		<u>UNIT</u>	<u>COST</u>	
RONALD J & KATHLEEN M KOCKEN 1001 CEDAR ST DE PERE WI 54115-1407	WD-VA457-1 1001 CEDAR ST	1	\$10,169	\$10,169
ROBERT G ZYCH 1003 CEDAR ST DE PERE WI 54115-1407	WD-VA457-2 1003 CEDAR ST	1	\$10,169	\$10,169
DAVID VAN GRUNSVEN 1005 CEDAR ST DE PERE WI 54115-1407	WD-VA457-3 1005 CEDAR ST	1	\$10,169	\$10,169
LELAND V DOHERTY 1007 CEDAR ST DE PERE WI 54115-1407	WD-VA457 1007 CEDAR ST	1	\$10,169	\$10,169
TOTAL			\$40,676	\$40,676

Publish: September 26, 2013 (Class 1 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on Tuesday, October 15, 2013 at 7:35 p.m. or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway Street, De Pere, Wisconsin, a public hearing will be held by the Common Council of the City of De Pere to act on the following:

Intention to Exercise Special Assessment Powers Under Section 66.0703, Wis. Stats. For Water Main and Water Services on the south side of Cedar Street From the Westerly Termini to Tenth Street.

A proposed report incorporating the recommendation of the Board of Public Works and consisting of preliminary plans and specifications for said improvements, an estimate of the entire cost of the proposed improvements, a schedule of the proposed assessments, and a statement that the property against which the assessments are proposed is benefited and a map of the area being assessed will be filed with the City Clerk-Treasurer's office for public inspection.

Dated this 26th Day of September, 2013.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh

Mayor

Shana Defnet

City Clerk-Treasurer

Attachment: Public Hearing Notice (1461 : Resolution #13-124, Final Resolution Cedar Street Water Main)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 15, 2013

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Resolution #13-114, Regarding the Vacation of Public Thoroughfare
(A portion of Galway Lane).

ATTACHMENTS:

- Reso13-114 (DOCX)
- Exhibit A - Galway vacation (DOCX)
- Exhibit B - Galway vacation (PDF)
- Public Hearnig Notice Vacation-Galway Lane (PDF)
- Plan Commission Vacation Review & Maps (PDF)

RESOLUTION #13-114

REGARDING THE VACATION OF A PUBLIC THOROUGHFARE
(A portion of Galway Lane)

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

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

WHEREAS, the Plan Commission has reviewed and recommended approval of such vacation and discontinuance, with a public hearing on said vacation to be held in accordance with Wis. Stats. §66.1003(4)(b), on October 15, 2013 at 7:35 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The portion of Galway Lane, easterly of Lawrence Drive and at the east end of Tullig Place, West Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described on Exhibit A, attached hereto and incorporated by reference herein, be and the same is hereby wholly vacated and discontinued as a public thoroughfare. All utility easements are retained. Said public right-of-way to be vacated is shown on the scale map attached hereto and incorporated by reference herein as Exhibit B.

Section 2. The City Clerk-Treasurer is hereby authorized and directed to file and record this resolution, with the legal description and map attached, in the Office of the Register of Deeds for Brown County and to amend the Official Map of the City in conformity with this Resolution.

Resolution #13-114

Page 2 of 2

Introduced to the Common Council of the City of De Pere at its regular meeting held on the 3rd day of September, 2013.

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso13-114 (1326 : Resolution #13-114, Regarding the Vacation of Public Thoroughfare (A portion of Galway Lane))

Exhibit A

Located in part of Lot 103 of William's Grant Subdivision, City of De Pere, Brown County Wisconsin, more fully described as follows:

Commencing at the Northwest Corner of Lot 103 of "William's Grant Subdivision"; thence S52°36'03"E, 1039.62 feet along the North line of said Lot 103 to the Northeast corner of Outlot 5 of "Garrity's Glen" recorded in Volume 22, Plats, Page 241, Document Number 2193288, Brown County Records; thence S73°03'47"W, 31.78 feet along an East line of said Outlot 5; thence S08°15'58"W, 245.79 feet along said East line; thence S47°58'38"W, 120.81 feet along said East line and the East line of Lot 66 of "Garrity's Glen First Addition" recorded in Volume 23, Plats, Page 32, Document Number 2520716 of Brown County Records; thence S18°57'48"W, 111.45 feet along said East line to the Southeast corner of Outlot 8 of said "Garrity's Glen First Addition", the North right-of-way line of Galway Lane and the point of beginning; thence S52°36'02"E, 73.79 feet to the East right-of-way line of Galway Lane; thence S18°57'48"W, 63.25 feet along said East right-of-way line to the South right-of-way line of Galway Lane; thence N52°36'02"W, 251.15 feet along said South right-of-way line; thence 18.85 feet along the arc of a 12.00 foot radius curve to the left whose long chord bears S82°23'57"W, 16.97 feet to the Southeasterly right-of-way of Tullig Place; thence N37°23'58"E, 74.26 feet to the Northeast right-of-way of Galway Lane; thence 7.47 feet along said Northeasterly right-of-way being the arc of a 12.00 foot radius curve to the left, whose long chord bears S34°45'56"E, 7.35 feet; thence S52°36'02"E, 162.36 feet to the point of beginning.

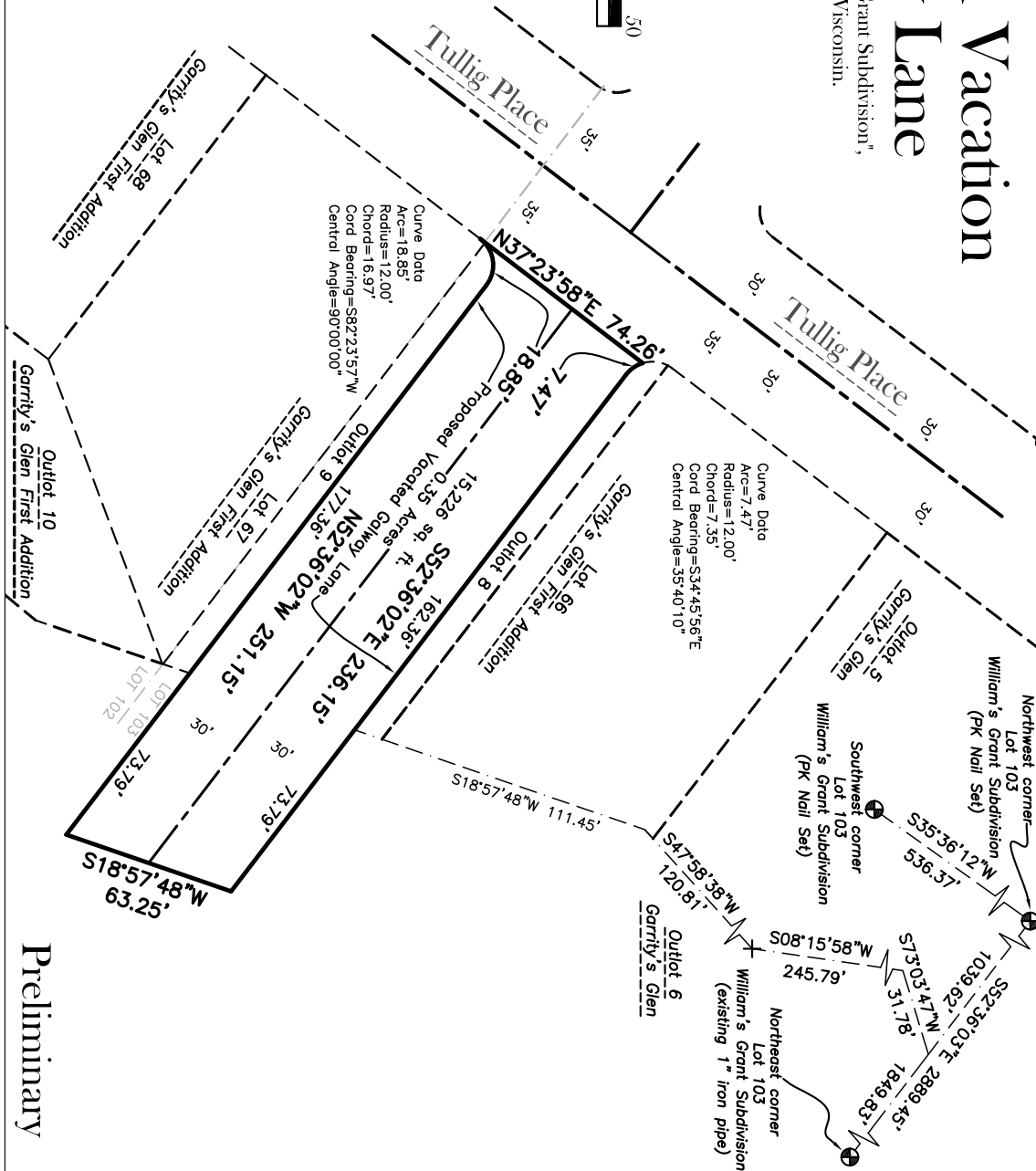
Said Parcel contains 15,226 sq. ft. / 0.35 Acres more or less

Parcel subject to easements and restrictions of record.

Proposed Road Vacation For Galway Lane

Located in part of 103 of the "Williams Grant Subdivision",
City of DePere, Brown County, Wisconsin.

Bearings referenced to the
North line of Lot 103,
Williams Grant Subdivision,
assumed to bear
S52°36'03"E.



Preliminary

Mach IV

Engineering & Surveying LLC
211 N. Broadway, Suite 114, Green Bay, WI 54303
PH: 920-569-3765 Fax: 920-569-3767

Client: Pat Kaster

Drafted By: BJL
Tax Parcel No.:

Scale:

1" = 50'

Sheet 1 of 1

Project No. 0336-03-13

Drawing No. 852

Publish: September 12th, September 19th, and September 26th, 2013 in the De Pere Journal (Class 3 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, October 15, 2013** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on a street vacation for a part of Galway Lane described as:

That portion of Galway Lane, legally described as follows:

Commencing at the Northwest Corner of Lot 103 of "William's Grant Subdivision"; thence S52°36'03"E, 1039.62 feet along the North line of said Lot 103 to the Northeast corner of Outlot 5 of "Garrity's Glen" recorded in Volume 22, Plats, Page 241, Document Number 2193288, Brown County Records; thence S73°03'47"W, 31.78 feet along an East line of said Outlot 5; thence S08°15'58"W, 245.79 feet along said East line; thence S47°58'38"W, 120.81 feet along said East line and the East line of Lot 66 of "Garrity's Glen First Addition" recorded in Volume 23, Plats, Page 32, Document Number 2520716 of Brown County Records; thence S18°57'48"W, 111.45 feet along said East line to the Southeast corner of Outlot 8 of said "Garrity's Glen First Addition", the North right-of-way line of Galway Lane and the point of beginning; thence S52°36'02"E, 73.79 feet to the East right-of-way line of Galway Lane; thence S18°57'48"W, 63.25 feet along said East right-of-way line to the South right-of-way line of Galway Lane; thence N52°36'02"W, 251.15 feet along said South right-of-way line; thence 18.85 feet along the arc of a 12.00 foot radius curve to the left whose long chord bears S82°23'57"W, 16.97 feet to the Southeasterly right-of-way of Tullig Place; thence N37°23'58"E, 74.26 feet to the Northeast right-of-way of Galway Lane; thence 7.47 feet along said Northeasterly right-of-way being the arc of a 12.00 foot radius curve to the left, whose long chord bears S34°45'56"E, 7.35 feet; thence S52°36'02"E, 162.36 feet to the point of beginning. Said Parcel contains 15,226 sq. ft. / 0.35 Acres more or less.

A map and detailed description of the proposed vacation is available through the City of De Pere Planning Department at 335 S. Broadway St., De Pere, WI 54115.

Dated this 12th day of September, 2013.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Defnet
City Clerk-Treasurer

Item #9: Review the Vacation application for portion of Galway Way. Applicant: Garrity's Glen.

A proposed road vacation has been submitted by Land surveyor Benjamin J. LaCount, for its owner Garrity's Glen LLC. The road vacation is located in Garrity's Glen First Addition between Lot 66 and Lot 67, east of Lawrence drive on the east end of Tullig Place in lot 103 of the Williams Grant Subdivision. The proposed road vacated Galway Lane measures .35 acres. The road right of way is no longer needed to access property that was planned for future development to the east.

Recommendation

Staff would recommend approval of the vacation and that the request be forwarded to the City Council.



CITY OF DE PERE

APPLICATION FOR
ROW VACATION

Fee: \$250.00

Receipt #: _____

Date: _____

Please print or type using black ink for duplicating purposes.

A. Property Owner: Name: Garrity's Glen LLCMailing Address: 1317 Lombardi Access Rd, Green Bay, WI 54304Phone: 920-497-5090Email: patrickster@rivercityrealtors.com

I hereby appoint the following as my agent for purposes of this application:

Agent:

Name: Benjamin LaCountMailing Address: 211 N. Broadway, Suite 114 Green Bay, WI 54303Phone: 920-569-5765Email: blacount@wack-iv.com

B. ROW Vacation

Name of ROW: Galway Ln.

Legal Description of Vacation Area (attach separate sheet if necessary):

Attached

C. Reason for Requesting Vacation

Combine into Lots attached CSM

Patricia Koster
Owner Signature GARRITY'S GLEN, LLC

8-12-2013
Date

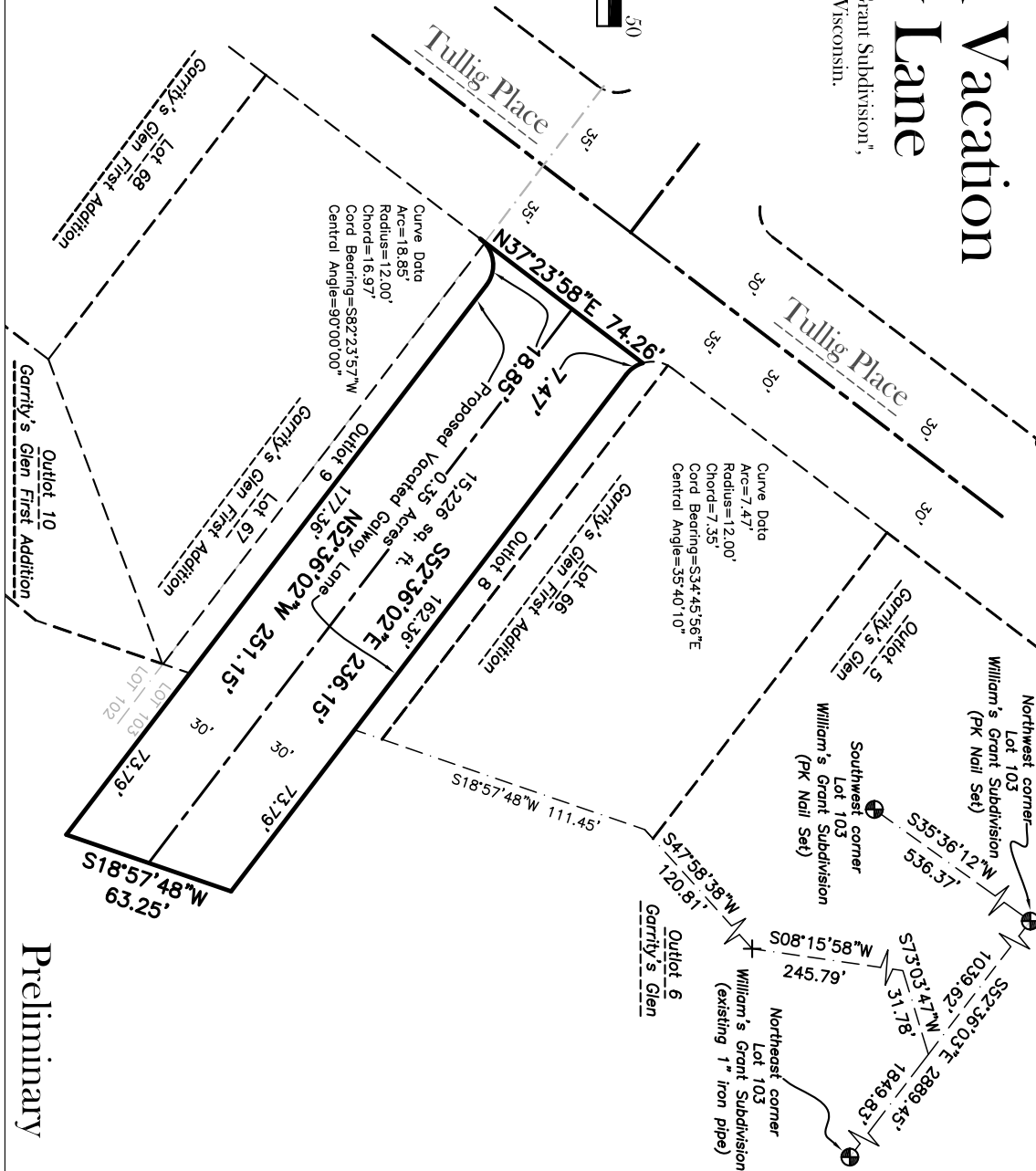
Benjamin LaCount
Agent Signature

8-12-2013
Date

Proposed Road Vacation For Galway Lane

Located in part of 103 of the "Williams Grant Subdivision",
City of DePere, Brown County, Wisconsin.

Bearings referenced to the
North line of Lot 103,
Williams Grant Subdivision,
assumed to bear
S52°36'03"E.



Preliminary

Mach IV

Engineering & Surveying LLC
211 N. Broadway, Suite 114, Green Bay, WI 54303
PH: 920-569-3765 Fax: 920-569-3767

Client: Pat Kaster

Drafted By: BJL

Tax Parcel No.:

Scale:

1" = 50'

Sheet 1 of 1

Project No. 0336-03-13

Drawing No. 852

Packe

Description of proposed Vacated Galway Lane

Located in part of Lot 103 of William's Grant Subdivision, City of De Pere, Brown County Wisconsin.

Commencing at the Northwest Corner of Lot 103 of "William's Grant Subdivision"; thence $S52^{\circ}36'03''E$, 1039.62 feet along the North line of said Lot 103 to the Northeast corner of Outlot 5 of "Garrity's Glen" recorded in Volume 22, Plats, Page 241, Document Number 2193288, Brown County Records; thence $S73^{\circ}03'47''W$, 31.78 feet along an East line of said Outlot 5; thence $S08^{\circ}15'58''W$, 245.79 feet along said East line; thence $S47^{\circ}58'38''W$, 120.81 feet along said East line and the East line of Lot 66 of "Garrity's Glen First Addition" recorded in Volume 23, Plats, Page 32, Document Number 2520716 of Brown County Records; thence $S18^{\circ}57'48''W$, 111.45 feet along said East line to the Southeast corner of Outlot 8 of said "Garrity's Glen First Addition", the North right-of-way line of Galway Lane and the point of beginning; thence $S52^{\circ}36'02''E$, 73.79 feet to the East right-of-way line of Galway Lane; thence $S18^{\circ}57'48''W$, 63.25 feet along said East right-of-way line to the South right-of-way line of Galway Lane; thence $N52^{\circ}36'02''W$, 251.15 feet along said South right-of-way line; thence 18.85 feet along the arc of a 12.00 foot radius curve to the left whose long chord bears $S82^{\circ}23'57''W$, 16.97 feet to the Southeasterly right-of-way of Tullig Place; thence $N37^{\circ}23'58''E$, 74.26 feet to the Northeast right-of-way of Galway Lane; thence 7.47 feet along said Northeasterly right-of-way being the arc of a 12.00 foot radius curve to the left, whose long chord bears $S34^{\circ}45'56''E$, 7.35 feet; thence $S52^{\circ}36'02''E$, 162.36 feet to the point of beginning.

Said Parcel contains 15,226 sq. ft. / 0.35 Acres more or less

Parcel subject to easements and restrictions of record.

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

MEETING DATE: **October 15, 2013**

DEPARTMENT: **Planning**

FROM: **Ken Pabich**

SUBJECT: **Presentation by Definitely De Pere on the City Main Street Program.**

Definitely De Pere, which is the City Main Street Program, will be providing an update to the City Council on program activities. Enclosed in the packet, is a financial summary for the organization through September and the attached slides that will be presented at the meeting.

ATTACHMENTS:

- DDP Presentation (PDF)
- Definitely De PEre 2013 Financial Statements through Sept 2013 (PDF)



DEFINITELY DE PERE

DOWNTOWN DE PERE INC.—A MAIN STREET COMMUNITY

Common Council Updates
October 15, 2013

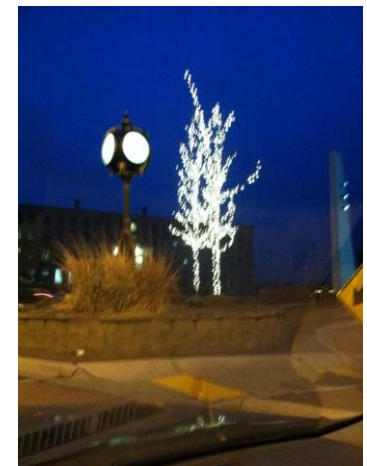
Promotions Committee

- Three-part Downtown Art Walk well-received, nearly 2,000 attendees, 45 business partners, 60 local artists
- Yoga in the Park had over 1,000 attendees through June, July, and August
- Downtown Soup Walk included 19 business participants and had over 150 attendees



Design Committee

- Expanded number of downtown flower pots by 20, also added fall flowers to downtown for first time in every planter
- Assisted in façade work for two properties on George Street
- Offered commercial holiday lights to businesses at wholesale prices
- Expanding on number of lit trees in downtown this year and will bring back holiday themed planters, too



Organizational Committee

- Hosted downtown business mixer at S.A.L.T. this January, second mixer is scheduled for October 17th at The Abbey
- Nominated De Pere for Main Street awards in eight categories, won awards in four categories
- Working on fundraising plans to ensure longevity
- Have diligently tracked profits/losses for all operations thus far, using information to better adjust budget for coming years



Economic Enhancement Committee

- Developed downtown business survey to conduct market assessment
- Maintained accurate database of downtown businesses
- Welcome and assist new businesses entering the community
- Developing a retention plan for existing businesses



we ♥
our
city

Looking Forward to 2014

- Have established our workplans for 2014 for each committee
- Graduated Committee Visit from WEDC on October 10-11th to De Pere
- Plan to continue existing events and add new ones including Trivia Contest, Movies in the Park, possibly a Classic Car Show



11:29 AM
10/07/13
Accrual Basis

Definitely De Pere Balance Sheet As of September 30, 2013

	<u>Sep 30, 13</u>
ASSETS	
Current Assets	
Checking/Savings	
ASSOCIATED BANK	60,446.43
Total Checking/Savings	60,446.43
Total Current Assets	60,446.43
Fixed Assets	
Computer	2,096.00
Computer Depreciation	-439.00
Total Fixed Assets	1,657.00
TOTAL ASSETS	<u>62,103.43</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	1,077.16
Total Accounts Payable	1,077.16
Total Current Liabilities	1,077.16
Total Liabilities	1,077.16
Equity	
Retained Earnings	11,233.17
Net Income	49,793.10
Total Equity	61,026.27
TOTAL LIABILITIES & EQUITY	<u>62,103.43</u>

11:29 AM

10/07/13

Definitely De Pere
A/P Aging QuickZoom
 As of September 30, 2013

Type	Date	Num	Due Date	Aging	Open Balance
BADGERLAND PRINTING, INC.					
Bill	9/10/2013		10/1/2013		77.02
Bill	9/16/2013		10/7/2013		69.63
Bill	9/18/2013		10/9/2013		54.86
Bill	9/19/2013		10/10/2013		875.65
Total BADGERLAND PRINTING, INC.					1,077.16
TOTAL					1,077.16

11:28 AM
10/07/13
Accrual Basis

Definitely De Pere Profit & Loss September 2013

	Sep 13
Ordinary Income/Expense	
Expense	
COMMITTEE PROJECTS	
PROMOTIONS COMMITTEE	
PROMOTIONS - FASHION NITE OUT	
Fashion Nite Out Paid Expenses	86.17
Total PROMOTIONS - FASHION NITE OUT	86.17
PROMOTIONS - SNC DAY	
SNC Day Paid Expenses	927.75
Total PROMOTIONS - SNC DAY	927.75
PROMOTIONS - SOUP WALK	
Soup Walk Paid Expenses	382.80
Total PROMOTIONS - SOUP WALK	382.80
Total PROMOTIONS COMMITTEE	1,396.72
Total COMMITTEE PROJECTS	1,396.72
COMMITTEE EXPENSE ORGANIZATION	13.99
Total COMMITTEE EXPENSE	13.99
OFFICE	
DEPRECIATION	66.00
OFFICE SUPPLIES	60.12
POSTAGE	134.40
PROFESSIONAL & FILING FEES	84.98
RENT	200.00
Total OFFICE	545.50
PERSONNEL	
CONTINUING EDUCATION EXPENSE	115.00
DIRECTOR WAGES	3,076.92
HEALTH STIPEND	100.00
PAYROLL TAXES	243.03
Total PERSONNEL	3,534.95
PROGRAM EXPENSES	
MILEAGE	31.08
TRAVEL	145.35
Total PROGRAM EXPENSES	176.43
Total Expense	5,667.59
Net Ordinary Income	-5,667.59
Net Income	-5,667.59

Attachment: Definitely De Pere 2013 Financial Statements through Sept 2013 (1464 : Presentation by Definitely De Pere on the City Main

3:03 PM
10/07/13
Accrual Basis

Definitely De Pere Profit & Loss May 2012 through September 2013

	May '12 - Sep 13
Ordinary Income/Expense	
Income	
CITY OF DE PERE (PLAN)	95,000.00
GIFTS/GRANTS IN KIND	51.00
Total Income	95,051.00
Expense	
COMMITTEE PROJECTS	
DESIGN COMMITTEE	
DESIGN - BEAUTIFICATION/PLANTER	
Beautification Paid Expenses	2,566.55
Beautification/Planter Income	-2,650.00
Total DESIGN - BEAUTIFICATION/PLANTER	-83.45
DESIGN - WINTER DECORATION	
Winter Decoration Paid Expenses	125.00
Total DESIGN - WINTER DECORATION	125.00
Total DESIGN COMMITTEE	41.55
ORGANIZATION COMMITTEE	
ORGANIZATION - MEET & GREET	
Meet & Greet Paid Expenses	571.55
Total ORGANIZATION - MEET & GREET	571.55
Total ORGANIZATION COMMITTEE	571.55
PROMOTIONS COMMITTEE	
PROMOTIONS - ART WALK	
Art Walk Grants/Gifts In Kind	-3,295.00
Art Walk Income	-2,190.00
Art Walk Paid Expenses	5,331.20
Total PROMOTIONS - ART WALK	-153.80
PROMOTIONS - FARMERS MARKET	
Farmers Market Paid Expenses	125.00
Total PROMOTIONS - FARMERS MARKET	125.00
PROMOTIONS - FASHION NITE OUT	
Fashion Nite Out Paid Expenses	86.17
Total PROMOTIONS - FASHION NITE OUT	86.17
PROMOTIONS - SNC DAY	
SNC Day Paid Expenses	1,757.75
Total PROMOTIONS - SNC DAY	1,757.75
PROMOTIONS - SOUP WALK	
Soup Walk Paid Expenses	382.80
Total PROMOTIONS - SOUP WALK	382.80
PROMOTIONS - YOGA	
Yoga Grants/Gifts In Kind	-18.00
Yoga Paid Expenses	170.54
Total PROMOTIONS - YOGA	152.54
Total PROMOTIONS COMMITTEE	2,350.46
Total COMMITTEE PROJECTS	2,963.56
COMMITTEE EXPENSE	
DESIGN	83.81
ORGANIZATION	13.99
PROMOTION	10.00
Total COMMITTEE EXPENSE	107.80

Attachment: Definitely De Pere 2013 Financial Statements through Sept 2013 (1464 : Presentation by Definitely De Pere on the City Main Street

3:03 PM
10/07/13
Accrual Basis

Definitely De Pere Profit & Loss

May 2012 through September 2013

	May '12 - Sep 13
OFFICE	
DEPRECIATION	439.00
DUES, SUBSCRIPTIONS & LICENSES	443.00
EQUIPMENT REPAIRS & MAINTENANCE	115.29
INSURANCE	1,888.00
INTERNET WEBSITE	294.78
OFFICE SUPPLIES	896.58
POSTAGE	258.60
PROFESSIONAL & FILING FEES	1,939.88
RENT	1,200.00
TELEPHONE & CELLULAR	350.00
OFFICE - Other	0.00
Total OFFICE	7,825.13
PERSONNEL	
CONTINUING EDUCATION EXPENSE	800.00
DIRECTOR WAGES	18,461.52
HEALTH STIPEND	600.00
PAYROLL TAXES	2,004.15
WORKERS COMPENSATION	340.00
Total PERSONNEL	22,205.67
PROGRAM EXPENSES	
MILEAGE	394.95
TRAVEL	527.62
Total PROGRAM EXPENSES	922.57
Total Expense	34,024.73
Net Ordinary Income	61,026.27
Net Income	61,026.27

Attachment: Definitely De PEre 2013 Financial Statements through Sept 2013 (1464 : Presentation by Definitely De Pere on the City Main Street

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: October 15, 2013

DEPARTMENT: Fire Department

FROM: Jeffrey Roemer

SUBJECT: Recommendation from the Finance/Personnel Committee to approve Ambulance Computer Purchase for New Billing System from TKK Electronics.

I am requesting that the Finance and Personnel Committee approve and recommend to the Council for approval the purchase of 3 Panasonic Toughpad Computers for use in the ambulances. These computers will be utilized for all incident reports on the new records management system, which is part of the EMS Medical Billing change that was recently approved.

These computers will be purchased from TKK Electronics at the State bid price. I request to purchase these out of fire department account number 191, which is our State fund that we receive for EMS only utilization. The balance in this account is currently \$13,227.48. The total cost of the three computers will be \$7,907.25.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Michael J. Walsh, Mayor
AYES:	Walsh, Lueck, Crevier, Donovan, Rafferty

HISTORY:

10/08/13 Finance/Personnel Committee ADOPTED

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: October 15, 2013

DEPARTMENT: Fire Department

FROM: Jeffrey Roemer

SUBJECT: Recommendation from the Finance/Personnel Committee to approve Ambulance Bid award for \$162,989 to Foster Coach Sales.

Committee Members;

The chart below shows the four RFP responses that we received on the joint purchase ambulance RFP that we sent out with Green Bay. The responses that came back were very confusing. Green Bay purchasing requested further explanation from all of the vendors and detailed prices, which would allow each department to eliminate items from the RFP in order to get closer to the budgeted price. The chart below lists the results of those discussions and left us with different prices for the De Pere ambulance and the Green Bay ambulances. These prices will be honored by each vendor for the City of De Pere, whether or not Green Bay picks the same vendor.

In addition to the chart below, I have also copied the recommendations that I received from our ambulance specifications committee and their reasoning for choosing the Foster Coach - Horton Ambulance bid. I agree with their recommendation and would ask the Committee to approve the purchase of the Foster Coach - Horton Ambulance bid of \$162,989.43.

			Everest		Jefferson Fire	Foster Coach		North Central
			<u>(Wheeled Coach)</u>		<u>(Lifeline)</u>	<u>(Horton)</u>		<u>(Braun)</u>
Meets Specs			No		Yes	Yes		Yes
RFQ cost			\$164,941.00		\$161,323.68	\$175,529.00		\$173,223.00
After Delivery Refunds			-\$9,000.00		-\$5,000.00	-\$12,539.57		\$0.00
Net Ambulance Cost			\$155,941.00		\$156,323.68	\$162,989.43		\$173,223.00

To: Fire Chief Roemer
 From: Ambulance Spec Committee
 Date: September 30, 2013
 Subject: RFQ # 2353 ambulance vendor selection

The committee has reviewed the quotes for joint purchase with Green Bay RFQ #2353. We have selected the vendor Foster Coach Sales as the preferred qualified vendor. Below are the committee justification reasons:

Major Reasons:

- A. Meets long term replacement plan. Lower replacement costs with remount box in future chassis purchases.
- B. Uniform layout. With a cross staffed department, uniformity is critical in staff performance as they change stations and assigned units. When a door is opened at 3 am the same equipment is stored in the same compartment on all ambulances. This benefits the patients (our customers) most when providing circuitual care. It provides the patient confidence that they are in excellence care and called the right people to help them in there hour of need. Scrambling to find needed equipment creates downward spiral of negative emotions. We want to preplan and avoid this.
- C. Satisfaction. Currently we have a Horton Body and all staff satisfied with its layout and performance.
- D. Efficiency. Less time will be required by line staff and maintenance to train on the operation and repair/up keep of the new ambulance. Faster in service time after delivery.
- E. Durability, Longevity, and Safety. With all aluminum body and cabinets Horton has demonstrated an envelope of strength year after year. A Horton body holds its strength and integrity over wood cabinetry. Wood cabinets vibrate and shift when driving. After years of service with a wood cabinet ambulance, things become loose because the wood fasteners wear and render the body a poor choose for a re-mount.
- F. Customer Service: The Department has been doing business with Foster Coach Sales since 1998. Foster Coach stated as a Horton dealer, switched to Med Tec, and has returned to a Horton dealer after Med Tec closed and 5 Alarm Fire retired from selling ambulances. Any problem or concern has been corrected/addressed with an expert service staff in a lightning fast manner. It has been said time and again "It feels like Foster Coach is in town on Main Street, not in Sterling, IL. You call them and speak to a real person and the parts show up the next day."

Other Reasons:

- G. Future savings. The remounting body currently has an 18-20% remounting savings. Currently this amounts to \$30,262 -\$33,624 in future savings. If the price of commodities, such as Aluminum materials, continue to raise this savings is expected to increase.
- H. Environmental choice. Reusing something is the wisest choice to recycle. Why scrap it and buy all new again?
- I. The upper cabinets on a Horton body provide more upper inside cabinet storage than competitors.
- J. Spare parts inventory. Since we currently stock common Horton parts (lights, etc.) no additional inventory will be necessary. Anything manmade will require service at some point. Let's keep a lower inventory stock by having the same ambulances. We have done this with fire vehicles and prior ambulances and is has worked well.

Foster Coach Pricing adjustments (Horton)

Credits

Performance Bond removal	\$1,264.69
Reduce factory visits from 3 to 2 people	\$750.00
Rear facing door red flashing lights	\$1,000.00
Rub rail flashing lights	\$427.00
CPR seat storage	\$465.00
Custom front console to std	\$189.00
Anti theft radio to std. radio	\$200.00
Delete (1) 12 volt DC outlet	\$70.00

<u>Fire Comm Headsets</u>	\$3,620.00
Total Credits	\$7,985.69

After delivery credits

WEMSA Rebate after Delivery	\$2,500.00	
4 % prepay rebate after Delivery	\$4,039.57	(see below)
<u>Trade in Credit 2002 med tec</u>	<u>\$6,000.00</u>	
Total after delivery credits	\$12,539.57	

Additions

Rear traffic advisor lighting	\$479.00
<u>Rear trailer hitch</u>	<u>\$1,100.00</u>
Total Additions	\$1,579.00

Original RFQ 2353 Quotation	\$181,935.69
Change credits	-\$7,985.69
<u>Change additions</u>	<u>\$1,579.00</u>
Updated RFQ quote	\$175,529.00

Total after delivery credits	-\$12,539.57
-------------------------------------	---------------------

Net ambulance cost after delivery \$162,989.43

Pre pay interest calucation based on 4% interest

4% interest Pre pay credit based on	\$175,529.00
365 day (1 Year) credit	\$7,021.16
Per day credit	\$19.24
Est. 210 day delivery credit	\$4,039.57

Jefferson Fire and Safety Pricing (Lifeline)

Credits

Performance Bond removal	\$1,330.00
Reduce factory visits from 3 to 2 people	\$333.32
Rear facing door red flashing lights	\$1,325.00
Rub rail flashing lights	\$1,000.00
CPR seat storage	\$75.00
Opitcom (Gtt traffic emitter)	\$1,585.00
<u>Fire Comm Headsets</u>	<u>\$3,528.00</u>
Total Credits	\$9,176.32

After delivery credits

WEMSA Rebate after Delivery	\$0.00
prepay rebate after Delivery	included

<u>Trade in Credit 2002 med tec</u>	\$5,000.00
Total after delivery credits	\$5,000.00

Additions

Rear traffic advisor lighting	included
Total Additions	\$0.00
Original RFQ 2353 Quotation	\$170,500.00
Change credits	-\$9,176.32
<u>Change additions</u>	<u>\$0.00</u>
Updated RFQ quote	\$161,323.68
Total after delivery credits	-\$5,000.00

Net ambulance cost after delivery \$156,323.68

North Central Ambulance Pricing (Braun)**Credits**

Performance Bond removal	\$1,850.00
Reduce factory visits from 3 to 2 people	\$1,200.00
Rear facing door red flashing lights	\$1,000.00
Rub rail flashing lights	\$840.00
CPR seat storage	\$1,144.00
Opitcom (GTT Traffic Emitter)	\$2,016.00
<u>Fire Comm Headsets</u>	<u>\$2,419.85</u>
Total Credits	\$10,469.85

After delivery credits

WEMSA Rebate after Delivery	\$0.00
prepay reabate	\$1,965.00
<u>Trade in Credit 2002 med tec</u>	<u>\$2,500.00</u>
Total after delivery credits	\$4,465.00

Additions

Rear traffic advisor lighting	included
<u>Rear trailer hitch</u>	<u>\$1,200.00</u>
Total Additions	
Original RFQ 2353 Quotation	\$184,892.85
Change credits	\$10,469.85
<u>Change additions</u>	<u>\$1,200.00</u>
Updated RFQ quote	\$173,223.00

Total after delivery credits \$0.00

Net ambulance cost after delivery \$173,223.00

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Alderperson
SECONDER:	Michael Donovan, Alderperson
AYES:	Walsh, Lueck, Crevier, Donovan, Rafferty

HISTORY:

10/08/13 Finance/Personnel Committee ADOPTED

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: October 15, 2013

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Recommendation from the Finance/Personnel Committee to approve Historic Preservation Commission appropriation of \$2,000 for operational funding.

Each year in April, departments can request dollars that were not expended in the previous year to be carried over into the current year. In 2012, the Historic Preservation Commission had a remaining balance of \$4,615. In early 2013, the Commission had discussed the need to carry over these funds and the request was to be provided to the Finance Director. For whatever reason, this request was missed as part of the process and Commission is now facing the potential shortfall on the planned expenditures for the remaining part of 2013.

The existing and planned expenditures are as follows for 2013:

Existing Balance:	\$4,613
Plaques:	(\$3,500)
Sign at James Street:	(\$1,531)
WI Historic Society Conference:	(\$1,200)
Projected Shortage:	(\$1,618)

Based on this plan, the Historic Preservation Commission is requesting that \$2,000 be appropriated from the unassigned general fund reserve balance since the original request for the encumbrance was omitted.

Recommendation

Staff is recommending that \$2,000 be appropriated to the Historic Preservation Commission budget from the unassigned general fund reserve balance.

Update:

The Finance Committee recommended approved of the appropriation.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Walsh, Lueck, Crevier, Donovan, Rafferty

HISTORY:

10/08/13	Finance/Personnel Committee ADOPTED
----------	-------------------------------------

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 15, 2013

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Recommendation from Plan Commission for a 3 lot and single outlet CSM on Tullig Place.

The Plan Commission recommended the CSM meeting all state and local regulations.

ATTACHMENTS:

- PC_CSM_Kaster_August2013(PDF)

**Item #8: Review the CSM application for a 3 lot and single outlot CSM on Tullig Place.
Applicant: Garrity's Glen.**

A proposed 3 lot and 1 outlot certified survey map (CSM) has been submitted by Land Surveyor Benjamin J. LaCount, for its owner Garrity's Glen LLC. The CSM is located in Garrity's Glen First Addition, east of Lawrence drive east end of Tullig Place in lots 102 and 103 of the Williams Grant Subdivision. The proposed 3 lot CSM would contain lots ranging in size from Lot 1 of 12,911 square feet (.30 acres) to Lot 2 of 14,906 square feet (.34 acres) and lot 3 of 14,599 square feet (.34 acres) to Outlot 1 of 3,446 square feet (.08 acres).

The property is zoned PDD-R-1 which is single family residential with a Planned Development District overlay. Lot requirements in an R-1 district are 11,000 square foot minimum with 90 feet of frontage. The proposed lots meet these minimum requirements under the approval of the PDD.

Recommendation

The proposed CSM has been reviewed by staffs of the Planning and Public Works Departments. Based upon these reviews, planning staff would recommend the approval of the CSM subject to the following conditions:

1. Meeting all other state and local regulations.



CITY OF DE PERE

APPLICATION FOR
CSM REVIEW

Fee: \$ 300.00

Receipt #: 85670

Date: _____

Please print or type using black ink for duplicating purposes.

A. Property Owner: Name: Garrity's Glen LLCMailing Address: 1317 Lombardi Access Road, Green Bay, WI 54304Phone: 920-497-5090

Fax #: _____

Email: patkaster@rivercityrealtors.com

I hereby appoint the following as my agent for purposes of this application:

Agent:Name: Benjamin LaCountMailing Address: 211 N. Broadway, Suite 114 Green Bay, WI 54303Phone: 920-569-5765

Fax #: _____

Email: blacount@mach-iv.com**B. Property Information**Address/Location of Property: 2431, 2437, 2441, 2447 Tullig Place and part of future vacated Galloway LaneParcel #: WD-1874, WD-1875, WD-1876, WD-1877

NOTE: Please submit 1 hard copy and 1 PDF copy of the CSM if the property is located within the City or if the property is located within the extraterritorial jurisdiction.

A CSM Review is requested as authorized by the De Pere Municipal Code, Chapter 46.

Owner Signature

Date

8-12-13

Agent Signature

Date

8-12-2013

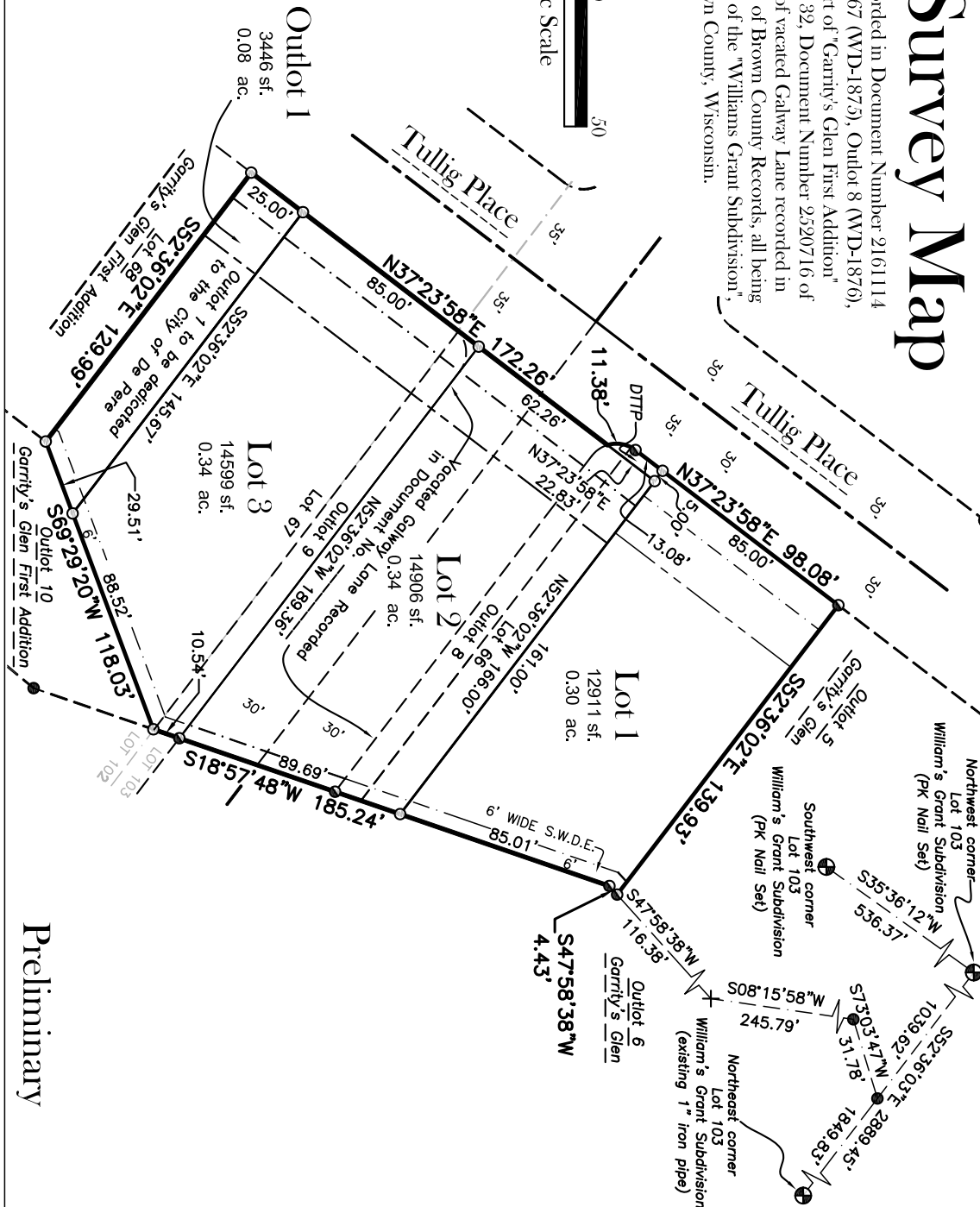
Certified Survey Map

A Combination of part of lands recorded in Document Number 2161114 being all of Lot 66 (WD-1874), Lot 67 (WD-1875), Outlet 8 (WD-1876), Outlet 9 (WD-1877) all being part of "Garity's Glen First Addition" recorded in Volume 23, Plats, Page 32, Document Number 2520716 of Brown County Records, and part of vacated Galway Lane recorded in Document Number _____ of Brown County Records, all being located in part of Lots 102 and 103 of the "Williams Grant Subdivision", City of DePere, Brown County, Wisconsin.

Bearings referenced to the North line of Lot 103, Williams Grant Subdivision, assumed to bear S52°36'03"E.



- Legend**
- 1.32" (o.d.) x 18" iron pipe weighing 1.68 lbs/lin. foot set
 - 1" iron pipe found
 - 2" iron pipe found
 - ⊕ Brown County Monument
 - type noted



Preliminary

Mach IV

Engineering & Surveying LLC
211 N. Broadway, Suite 114, Green Bay, WI 54303
PH: 920-569-3765 Fax: 920-569-3767

Client: Pat Kaster

Drafted By: NGR

Tax Parcel No.: #####

Scale:

1" = 50'

Sheet 1 of 3

Project No. 0336-03-13

Drawing No. #####

I, Benjamin J. LaCount, Registered Land Surveyor, do hereby certify that this Certified Survey Map is not a division of property but solely a Combination of part of lands recorded in Document Number 2161114 being all of Lot 66 (WD-1874), Lot 67 (WD-1875), Outlot 8 (WD-1876), Outlot 9 (WD-1877) all being part of "Garrity's Glen First Addition" recorded in Volume 23, Plats, Page 32, Document Number 2520716 of Brown County Records, and part of vacated Galway Lane recorded in Document Number _____ of Brown County Records, all being located in part of Lots 102 and 103 of the "Williams Grant Subdivision", City of DePere, Brown County, Wisconsin, more fully described as follows:

Commencing at the Northwest Corner of Lot 103 of "William's Grant Subdivision"; thence S52°36'03"E, 1039.62 feet along the North line of said Lot 103 to the Northeast corner of Outlot 5 of "Garrity's Glen" recorded in Volume 22, Plats, Page 241, Document Number 2193288, Brown County Records; thence S73°03'47"W, 31.78 feet along an East line of said Outlot 5; thence S08°15'58"W, 245.79 feet along said East line; thence S47°58'38"W, 116.38 feet to the Northeast corner of said Lot 66 and the point of beginning; thence continue S47°58'38"W, 4.43 feet along the East line of said Lot 66; thence S18°57'48"W, 185.24 feet to a Northeast corner of said Lot 67; thence continuing S69°29'20"W, 118.03 feet to the Southeast corner of said Lot 67; thence N52°36'02"W, 129.99 feet to the Southwest corner of said Lot 67; thence N37°23'58"E, 172.26 feet along the West line of said Lot 67 and its extension to the Northerly right-of-way line of Galway Lane; thence 11.38 feet along the arc of a 12.00 foot radius curve to the right whose long chord bears N10°14'03"E, 10.96 feet to the Southeasterly right-of-way of Tullig Place; thence N37°23'58"E, 98.08 feet to the Northwest corner of said Lot 66; thence S52°36'02"E, 139.93 feet to the point of beginning.

Said Parcel contains 45,960 sq. ft. / 1.06 Acres more or less.

Road dedication contains 100 sq. ft.

Parcel subject to easements and restrictions of record.

That such plat is a correct representation of all the exterior boundaries of the land survey. That I have made such a survey, and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes and the City of DePere in surveying, combining, and mapping the same.

Benjamin J. LaCount S-3031
August 12, 2013

Certificate for the City of DePere

Approved for the City of DePere this ____ day of _____, 20__.

Ken Pabich
Director of Planning

Preliminary

Mach IV
Engineering & Surveying LLC
211 N. Broadway, Suite 114, Green Bay, WI 54303
PH: 920-569-5765 Fax: 920-569-5767

Client: Pat Kaster
Drafted By: NGR
Tax Parcel No.: #####

Scale:
1"= 50'

Sheet 2 of 3
Project No. 0336-03-13
Drawing No. #####

Packe

Garrry's Glen LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that said limited liability company caused the easements to be granted and the land on this Certified Survey Map to be surveyed and mapped as represented hereon. Garrry's Glen LLC does further certify that this Certified Survey Map is required to be submitted to the City of De Pere for approval or objection in accordance with current Land Subdivision Ordinances.

Personally came before me this ____ day of _____, 20__, the above named Member of said Limited Liability Company and acknowledged that he executed the foregoing instrument as such Member as the deed of said Limited Liability Company, by its authority.

STATE OF _____]
COUNTY OF _____] SS

Cathy Williquette Lindsay, Register of Deeds

Sheet 3 of 3
Project No. 0336-03-13
Drawing No. #####

Packe

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 15, 2013

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Recommendation from the License Committee to approve application for a Trade Name Change for Pomodoro Italian Restaurant, 101 Fort Howard Avenue (previously 101 Restaurant).

ATTACHMENTS:

- 10-15-13 Recommendation from the License Committee (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning October 16 20 13 ;
ending June 30 20 14TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)

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

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

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

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Greg DeClerc</u>	<u>236 Crestview Lane De Pere WI</u>	<u>54115</u>
Vice President/Member			
Secretary/Member	<u>Ann DeClerc</u>	<u>236 Crestview Lane De Pere WI</u>	<u>54115</u>
Treasurer/Member			
Agent ▶	<u>Greg DeClerc</u>	<u>236 Crestview Lane De Pere WI</u>	<u>54115</u>
Directors/Managers			

3. Trade Name ▶ Pomodoro Italian Restaurant and Pizzeria Business Phone Number _____
4. Address of Premises ▶ 101 Fort Howard Ave Post Office & Zip Code ▶ De Pere WI 54115

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

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

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1st Floor, 2nd Floor, patio, 3rd Floor, Basement.
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
(b) If yes, under what name was license issued? 101 Restaurant
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 27th day of September, 20 13

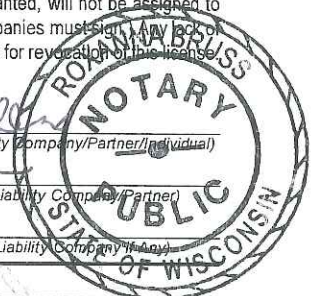
[Signature]
(Clerk/Notary Public)

My commission expires 2/26/2017

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

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

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



TO BE COMPLETED BY CLERK

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

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 15, 2013

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Resolution #13-125, Adopting a Classification and Compensation Plan.

ATTACHMENTS:

- Reso13-125 (DOCX)
- Attachment A of Resolution #13-125 (DOCX)
- Attachment B of Resolution #13-125 (XLSX)
- Attachment C of Resolution #13-125 (XLSX)
- Attachment D of Resolution #13-125 (DOCX)
- De Pere Exec Summary 091913 (DOCX)
- draft of study roll out meeting (DOCX)
- OPTION A MATRIX (PDF)

RESOLUTION #13-125**ADOPTING A CLASSIFICATION AND COMPENSATION PLAN**

WHEREAS, the Common Council desires to employ City staff utilizing a compensation plan that is internally equitable and competitive and that emphasizes acknowledging employee contributions; and,

WHEREAS, changes in Wisconsin's labor relations law have made it prudent for the City to review its pay plan and supporting policies in order to have a uniform method for compensating its general municipal employees; and,

WHEREAS, the City acknowledges its obligation to bargain collectively with those general municipal employees who are members of certified bargaining units over the increase in base wages, as defined by statute and/or municipal code, and retains the right to establish the pay structure and all other methods of compensation as provided by law; and,

WHEREAS, the City has utilized the services of its compensation consultant, Carlson Dettmann Consulting, LLC, hereinafter "Consultant", to study and analyze labor markets, job responsibilities of City staff, current compensation plans, and related policies; and,

WHEREAS, the City Administrator and the Common Council have accepted the recommendations of the Consultant regarding a new uniform pay plan for the City's general municipal employees.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby amends its Compensation Policy as provided in the Attachment A (Compensation Policy) and adopts the pay plan Grade Order List as Attachment B and pay ranges as provided in the Attachment C and authorizes and directs the City Administrator to Implement this schedule at the beginning of the first pay period in January, 2014.

BE IT FURTHER RESOLVED THAT:

Any employee paid below the Control Point of their new pay range shall be placed on the nearest step of their new pay range that provides an increase; however, with the understanding that the Administrator is authorized to make limited exceptions to this policy as approved specifically by the Finance/Personnel Committee.

BE IT FURTHER RESOLVED THAT:

Except for those employees who were hired during the pendency of said compensation study where the possibility of pay reduction was outlined in the Offer Letter of Employment, no employee's base pay rate shall be reduced as result of implementation of this plan; further, any employee whose pay rate is greater than the maximum rate of their new pay range shall have their pay frozen, or "red-circled" until such time as the pay range maximum exceeds their base rate.

BE IT FURTHER RESOLVED THAT:

No employee, if below market, will have a reduction in pay on the new compensation plan versus staying on the current plan.

BE IT FURTHER RESOLVED THAT:

The four employees that are between 81-87% of market and have been employed five or more years will increase 2 steps per year until they reach step 6 with satisfactory performance.

BE IT FURTHER RESOLVED THAT:

that all prior pay plans covering City general municipal employees, excluding temporary part-time staff, are rescinded upon implementation of the new plan.

BE IT FURTHER RESOLVED THAT:

The Common Council adopts the Classification Appeal Process as provided in Attachment D recommended by the Consultant.

BE IT FURTHER RESOLVED THAT:

The City Administrator is directed to make any necessary improvements in the City's performance management processes to fully implement the portions of the compensation policy related to performance-based pay.

BE IT FURTHER RESOLVED THAT:

Because 2014 is a year of transition into the new pay management policy and pay for performance will not be awarded in the first year, the Common Council hereby approves a 2% pay increase for employees covered by the new plan with such increase to be implemented prior to placement into the plan. Employees who are currently paid less than their new pay range maximum shall receive the increase as base pay increase to the extent they will still be below the maximum of their range. Any payment that would result in pay above the range maximum shall be in a lump sum payment.

BE IT FURTHER RESOLVED THAT:

Optional – strike if modified by Council The pay for the Director of Planning and Economic Development shall be placed at step 5 rather than step 4 in recognition of a previous step increase determined as earned by the Finance/Personnel Committee but not funded during a prior year's budget process.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment A of RESOLUTION #13-125

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

1. To attract and retain well-qualified employees;
2. To provide incentives and motivate employees toward higher performance to achieve the City's short and long term goals;
3. To communicate the organization's expectations regarding different rates of pay;
4. To maintain competitive pay levels within the City's limited resource and State imposed expenditure caps.
5. To ensure the consistent administration and application of its compensation policy.

B. Program

Newly Hired employees may be placed administratively anywhere ~~up to the midpoint~~ in the assigned range. ~~This shall be the top of the advertised "starting rate."~~ 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. ~~Step 1 is not a "minimum" requirement in the event someone is hired below that point.~~

1. Step Movement

Employees below the ~~midpoint~~ range Control Point shall advance the equivalent of one step a year until they reach the ~~midpoint~~ Control Point. These increments shall be based upon measured performance that at least meets expectations ~~satisfactory performance and shall~~ may be in addition to any other general yearly cost of living wage adjustments. ~~approved by the Finance/Personnel Committee. Employees hired before June 1 of a given year shall advance as of the following January 1. Employees hired after June 1 of a given year shall not advance in steps the following January 1, but shall advance January 1 of the year after.~~

~~Employees may advance past the midpoint upon recommendation to the City Administrator based on supervisory input and the approval of the Finance/Personnel Committee in recognition of exemplary performance.~~

2. Yearly Adjustments

Yearly cost of living wage adjustments ~~(not step increases)~~ shall may be provided as approved in the City's yearly budget, by the Finance/Personnel Committee unless not warranted based on individual performance as determined by the City

Administrator ~~based on~~with supervisory input. The same percentage general increases shall apply to the range unless there is reason to consider a change in the established range.

3. Merit Pay

Performance evaluations will be conducted each year and employees will be considered for considered for merit pay.

43. Review of 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.

C. 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 request of 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-

D. Change in ~~hours~~ Benefits Status

When employment status changes from full time to part time or vice versa, the benefits that employee has already received will remain the same, and future accrued benefits will be earned at the new percent of employment, prospectively.

Compensation Policy – Changes Accepted

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

1. To attract and retain well-qualified employees;
2. To provide incentives and motivate employees toward higher performance to achieve the City's short and long term goals;
3. To communicate the organization's expectations regarding different rates of pay;
4. To maintain competitive pay levels within the City's limited resource and State imposed expenditure caps.
5. To 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.

1. 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 may be in addition to any other general yearly cost of living wage adjustments.

2. Yearly Adjustments

Yearly cost of living wage adjustments may be provided as approved in the City's yearly budget, unless not warranted based on individual performance as determined by the City Administrator with supervisory input. The same percentage general increases shall apply to the range unless there is reason to consider a change in the established range.

3. Merit Pay

Performance evaluations will be conducted each year and employees will be considered for merit pay.

4. Review of 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.

C. 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 request of 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

D. Change in Benefits Status

When employment status changes from full time to part time or vice versa, the benefits that employee has already received will remain the same, and future accrued benefits will be earned at the new percent of employment, prospectively.

Attachment

RECOMMENDATION

GRADE	JOB TITLE	DEPARTMENT	FLSA
T	CITY ATTORNEY/ASSISTANT CITY ADMINISTRATOR	CITY ATTORNEY	E
S	DIRECTOR OF PLANNING/ECONOMIC DEV.	PLANNING	E
	FINANCE DIRECTOR	FINANCE	E
	FIRE CHIEF	FIRE	E
	POLICE CHIEF	POLICE	E
	PUBLIC WORKS DIRECTOR	PUBLIC WORKS	E
R	CITY ENGINEER	ENGINEERING	E
	DIRECTOR PARKS, REC & FORESTRY	PARK	E
	H-R DIRECTOR	HUMAN RESOURCES	E
Q	vacant		
P	CHIEF INSPECTOR/ASSISTANT ASSESSOR	BUILDING INSPECTION	E
	HEALTH OFFICER/DIRECTOR	HEALTH	E
	INFORMATION TECHNOLOGY ADMIN.	IT	E
O	ASS'T FIRE CHIEF & INSPECTION	FIRE	E
	POLICE-CAPTAIN	POLICE	E
N	ASS'T CITY ENGINEER	ENGINEERING	E
	POLICE-LIEUTENANT	POLICE	E
	STREET SUPERINTENDENT	STREET	E
M	CLERK-TREASURER	CLERK-TREASURER	E
	PARK SUPERINTENDENT/CITY FORESTER		
L	COMMUNITY CENTER MANAGER	PARK	E
	PARK/REC SUPERVISOR	PARK	
K	ASST. BUILDING INSPECTOR	BUILDING INSPECTION	NE
	GIS COORDINATOR	GIS	E
	HEALTH/CLINIC NURSE	HEALTH	E

J	OFFICE SUPERVISORS	POLICE	E
I	ENGINEER SENIOR TECHNICIAN	ENGINEERING	NE
	LEAD MECHANIC	MECHANICS	NE
H	HUMAN RESOURCE SPECIALIST	HUMAN RESOURCES	NE
	PARALEGAL	CITY ATTORNEY	NE
	MECHANIC	MECHANICS	NE
	DPW LEADPERSON	STREET	NE
	WATER DEPARTMENT LEADPERSON		
G	ACCOUNTS PAYABLE CLERK	FINANCE	NE
	ADMINISTRATIVE ASSISTANT	VARIOUS	
	MAINTENANCE TECHNICIAN	MECHANICS	NE
	COMMUNITY CENTER ACTIVITY COORD	PARK	NE
	COMMUNITY CENTER-SR PROGRAMS COOR	PARK	NE
	DEPUTY CITY CLERK	CLERK-TREASURER	NE
	PARK LEADPERSON	PARK	
	PAYROLL SPECIALIST	FINANCE	NE
	WATER DEPT BILLING CLERK	WATER	
F	DPW MAINTENANCE WORKER	DPW	NE
	MUNICIPAL COURT CLERK	MUNICIPAL COURT	NE
	OFFICE ASSISTANT	VARIOUS	
	PARKS MAINTENANCE WORKER	PARKS	
	VIDEO PRODUCTION & MARKETING COORD	IT	NE
	WATER DEPARTMENT MAINTENANCE WORK	WATER	NE
E	vacant		
D	vacant		
C	vacant		
B	vacant		

ient B of RESOLUTION #13-125

ED 2014 GRADE ORDER LIST

Minimum 87.5% Step 1	90.0% Step 2	92.5% Step 3	95.0% Step 4	97.5% Step 5	Control Point 100.0% Step 6
\$43.91	\$45.16	\$46.42	\$47.67	\$48.93	\$50.18
\$40.35	\$41.50	\$42.65	\$43.80	\$44.96	\$46.11
\$37.67	\$38.75	\$39.82	\$40.90	\$41.97	\$43.05
\$35.88	\$36.91	\$37.93	\$38.96	\$39.98	\$41.01
\$34.10	\$35.07	\$36.05	\$37.02	\$38.00	\$38.97
\$32.31	\$33.24	\$34.16	\$35.08	\$36.01	\$36.93
\$30.54	\$31.41	\$32.28	\$33.16	\$34.03	\$34.90
\$28.75	\$29.57	\$30.40	\$31.22	\$32.04	\$32.86
\$26.97	\$27.74	\$28.51	\$29.28	\$30.05	\$30.82
\$25.18	\$25.90	\$26.62	\$27.34	\$28.06	\$28.78

\$23.40	\$24.07	\$24.73	\$25.40	\$26.07	\$26.74
\$21.61	\$22.23	\$22.85	\$23.47	\$24.08	\$24.70
\$19.84	\$20.40	\$20.97	\$21.54	\$22.10	\$22.67
\$18.05	\$18.57	\$19.08	\$19.60	\$20.11	\$20.63
\$16.27	\$16.73	\$17.20	\$17.66	\$18.13	\$18.59
\$14.93	\$15.35	\$15.78	\$16.21	\$16.63	\$17.06
\$13.83	\$14.22	\$14.62	\$15.01	\$15.41	\$15.80
\$12.80	\$13.17	\$13.53	\$13.90	\$14.26	\$14.63
\$11.86	\$12.20	\$12.53	\$12.87	\$13.21	\$13.55

Pay for Performance	Merit to 120.0% Maximum
è	\$60.22
è	\$55.33
è	\$51.66
è	\$49.21
è	\$46.76
è	\$44.32
è	\$41.88
è	\$39.43
è	\$36.98
è	\$34.54

è	\$32.09
è	\$29.64
è	\$27.20
è	\$24.76
è	\$22.31
è	\$20.47
è	\$18.96
è	\$17.56
è	\$16.26

Attachment C of RESOLUTION #13-125

CITY OF DE PERE

OPTION C 2014 STRUCTURE - MERIT TO MAXIMUM - HOURLY FORMAT

Grade	87.5%	90.0%	92.5%	95.0%	97.5%
	Step 1	Step 2	Step 3	Step 4	Step 5
T	\$43.91	\$45.16	\$46.42	\$47.67	\$48.93
S	\$40.35	\$41.50	\$42.65	\$43.80	\$44.96
R	\$37.67	\$38.75	\$39.82	\$40.90	\$41.97
Q	\$35.88	\$36.91	\$37.93	\$38.96	\$39.98
P	\$34.10	\$35.07	\$36.05	\$37.02	\$38.00
O	\$32.31	\$33.24	\$34.16	\$35.08	\$36.01
N	\$30.54	\$31.41	\$32.28	\$33.16	\$34.03
M	\$28.75	\$29.57	\$30.40	\$31.22	\$32.04
L	\$26.97	\$27.74	\$28.51	\$29.28	\$30.05
K	\$25.18	\$25.90	\$26.62	\$27.34	\$28.06
J	\$23.40	\$24.07	\$24.73	\$25.40	\$26.07
I	\$21.61	\$22.23	\$22.85	\$23.47	\$24.08
H	\$19.84	\$20.40	\$20.97	\$21.54	\$22.10
G	\$18.05	\$18.57	\$19.08	\$19.60	\$20.11
F	\$16.27	\$16.73	\$17.20	\$17.66	\$18.13
E	\$14.93	\$15.35	\$15.78	\$16.21	\$16.63
D	\$13.83	\$14.22	\$14.62	\$15.01	\$15.41
C	\$12.80	\$13.17	\$13.53	\$13.90	\$14.26
B	\$11.86	\$12.20	\$12.53	\$12.87	\$13.21

Control Point		
100.0%		120.0%
Step 6	Merit to	Maximum
\$50.18	è	\$60.22
\$46.11	è	\$55.33
\$43.05	è	\$51.66
\$41.01	è	\$49.21
\$38.97	è	\$46.76
\$36.93	è	\$44.32
\$34.90	è	\$41.88
\$32.86	è	\$39.43
\$30.82	è	\$36.98
\$28.78	è	\$34.54
\$26.74	è	\$32.09
\$24.70	è	\$29.64
\$22.67	è	\$27.20
\$20.63	è	\$24.76
\$18.59	è	\$22.31
\$17.06	è	\$20.47
\$15.80	è	\$18.96
\$14.63	è	\$17.56
\$13.55	è	\$16.26

Attachment D of RESOLUTION #13-125

CITY OF DE PERE CLASSIFICATION AND COMPENSATION STUDY APPEAL PROCESS

The following information outlines the process for employee appeals of position allocations resulting from the City of De Pere Classification and Compensation Study:

Basis for appeal

If an employee feels that the Consultant; 1) Committed an error in classifying his/her position, or 2) If the employee's job has changed significantly since the original Job Description Questionnaire (JDQ) response, then the employee may supply additional information and request a re-evaluation.

Grade review guidelines

Grade reviews must be focused on the JDQ. If an employee believes their job has been incorrectly classified, the employee must read through their JDQ and determine which areas they feel were evaluated incorrectly. Any comparisons with other positions must be based on documented evidence submitted by the appellant.

How to appeal

The appeal form must include a statement for the appeal limited to the two criteria previously explained above, which are; 1) The consultant committed in classifying his/her position, or 2) The employee's job has changed significantly since the original JDQ response.

If the appeal involves a claim of additional responsibilities or significant changes to the position since the completion of the JDQ, the employee must attach a hard copy of their original JDQ, with any changes indicated on the JDQ itself. Changes can either be shown in handwriting, or if the employee uses the electronic form of the JDQ, changes should be made very clear using underlining or some other demarcation.

The Department Head will review the information provided by the employee, certify that it is factual and correct, sign the Department Head appeal review portion of the form and provide comments. Department Heads will then submit the appeals to Human Resources. Human Resources will forward the appeal to the Consultant for review and a recommendation.

The Consultant will consider the substance and merits of each appeal and in doing so, may find it necessary to gather further information from the employee and/or supervisor. The

Consultant will prepare a brief written response on each appeal indicating if he/she feels the appeal should be upheld, or if not, his/her reason for recommending denial of the appeal.

The final decision on all appeals will be the responsibility of the City Administrator.

**CITY OF DE PERE
EMPLOYEE COMPENSATION AND CLASSIFICATION PLAN**

APPEAL FORM

Name: _____

Date: _____

Title: _____

Department: _____

Signature: _____

I believe my position was incorrectly classified because:

(If the basis of the appeal is additional responsibilities or significant changes to the position since the completion of the JDQ, please show those changes on an edited JDQ, explain when the duties changed, the reason for the change, and from where the duties originated. If the duties came from another position, the employee must indicate from which position they were removed).

DEPARTMENT HEAD APPEAL REVIEW FORM**Department Head Review Section:**

I certify that I have reviewed all factual information concerning this appeal.

Name

Position Title

Date

Comments:

Attachment: Attachment D of Resolution #13-125 (1462 : Resolution #13-125, Adopting a Classification and Compensation Plan)



September 16, 2013

MEMORANDUM

TO: Shannon Metzler

FR: Charlie Carlson

RE: Draft Pay Plan

Shannon, I am attaching two draft pay plans for the City Council workshop on October 1st. They are Options A and C that we reviewed with the Council. Option A is a standard step plan; Option C is a plan that combines steps to the plan Control Point and a variable pay-for-performance zone from each pay range's Control Point to the Maximum. Both plans cover 78 current staff with an annual payroll of approximately \$4.3 million and an average salary of \$55,600. Both plans cover all staff, replacing the City's multiple plans, and have 18 pay ranges, of which 14 have assigned classifications and four are vacant. Both plans would reduce the number of job classifications from 63 to 48 through title consolidation.

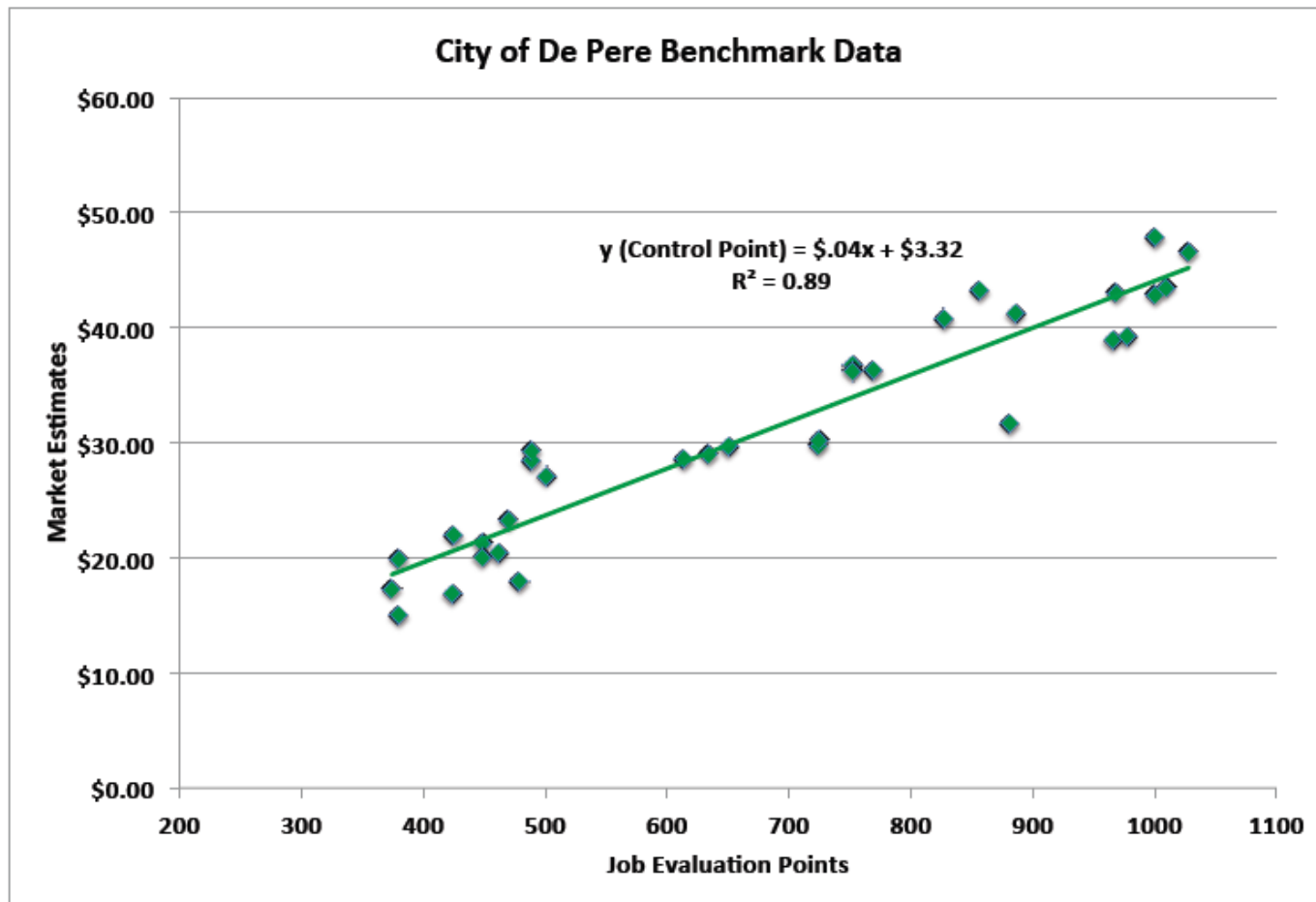
Our market analysis included base wage data from the following sources:

Cities of Appleton, Beloit, Fitchburg, Fond du Lac, Franklin, Green Bay, Manitowoc, Marshfield, Menasha, Menomonie, Mequon, Middleton, Neenah, Oak Creek, Oconomowoc, Oshkosh, South Milwaukee, Stevens Point, Sun Prairie, Wausau, Wauwatosa, West Bend, Whitewater; and Villages of Allouez, Ashwaubenon, Caledonia, Germantown, Greendale, Howard, Menomonee Falls, and Pleasant Prairie. Supplemental data includes BLS, Fox Valley Chamber, and Towers Watson.

We measured benchmarks for two thirds of the job classifications covering over 70% of the incumbents.

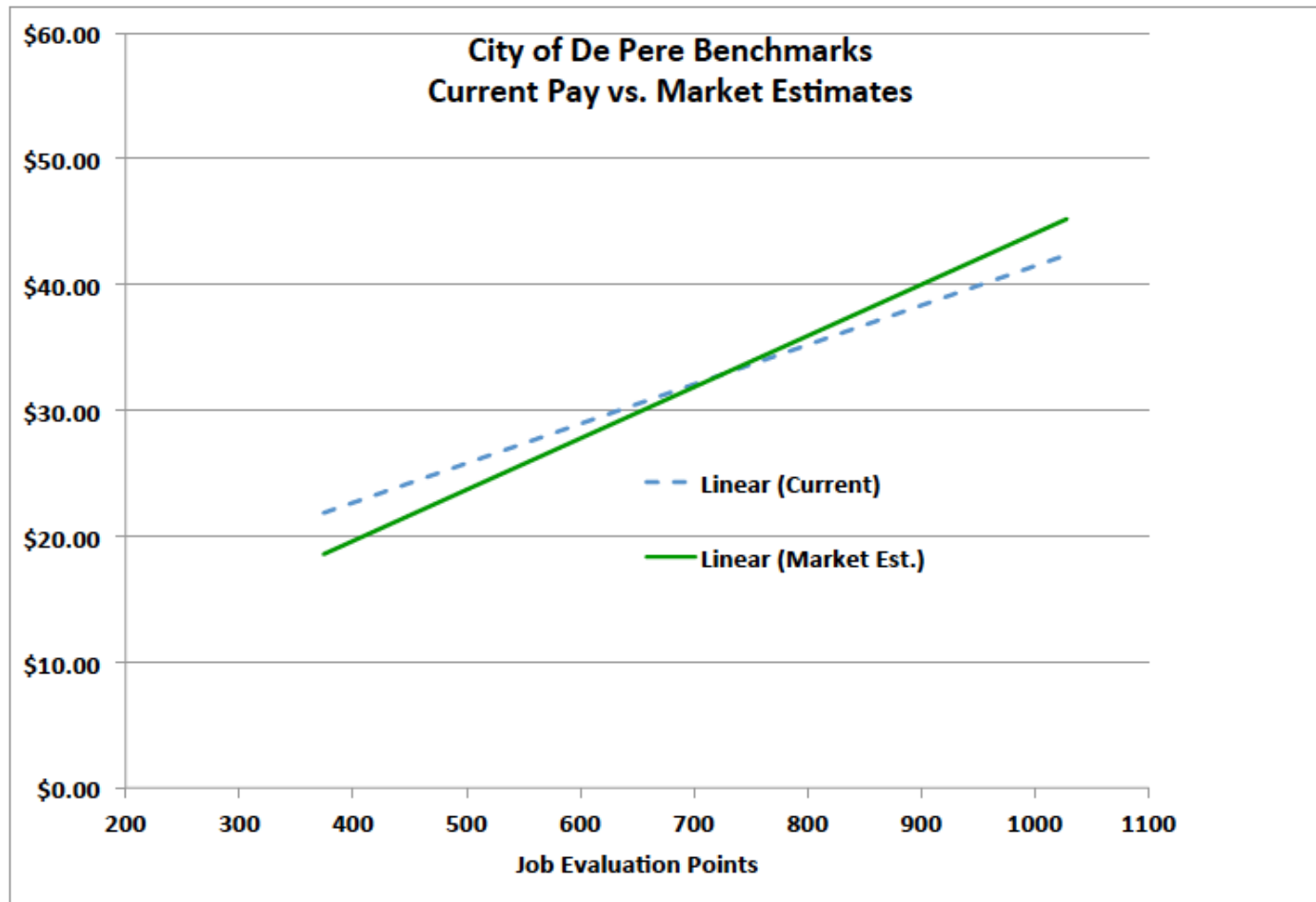
Charles E. Carlson
charles.carlson@carlsondettmann.com
608.239.7991

Graphically, the data is as follows:



The equation for the market line is: $y \text{ (Predicted pay/Control Points)} = \{ \$.04 \text{ (slope of the line)} \text{ times } \$3.32 \text{ (y-axis intercept)} \}$. The regression coefficient is .89; meaning 89% of the variance in pay can be explained by job evaluation scores – an excellent outcome.

Overall, in terms of current pay to market rates, the benchmarks had an average market index of 105%; however, there were a number of job classifications in the lower end of the classification scale that are currently above market rates, and the opposite at the upper end of the classification listing. Graphically, the result is as follows:



This graph depicts the regression (trend) lines drawn through the data points for the benchmarks we measured. The blue (dashed) line reflects the relationship between job evaluation scores and the City's current pay rates; the green (solid) line is the market line that

Charles E. Carlson
charles.carlson@carlsondettmann.com
608.239.7991

was also graphed above with the benchmark data points. As you can see, there are definite market disparities, and the plans summarized below would correct these pay relationships over time and with minimal immediate fiscal impact.

We have developed our recommendations on an assumption the City's policy will be to try to "match" the market on average. The two plan options are summarized below. Option B was the open range pay plan, and the City did not prefer this option due to its greater implementation complexity.

The two plan options are as follows:

Option A (as discussed conceptually with the City Council) -

- The first plan is a standard step plan with eleven steps, range spreads of 28.5%, and each step is 2.5% of each range Control Point, which in this case also is the midpoint of the grade. Each range Minimum is 87.5% of the Control Point, and each range maximum is 112.5% of the Control Point. The recommended implementation method for this option is as follows:
 - The 6 employees currently paid below the new range Minimum would be placed on the Minimum step of the range. The 2014 cost of this placement is estimated to be \$8,500.
 - The 44 employees currently paid between the range Minimums and Maximums would be placed on the nearest step that provides an increase at an estimated cost of \$27,000.
- Conceptually, employees would be hired at the Minimum and progress across the plan in annual steps, provided performance is documented as having at least met established expectations.
- The 28 employees currently paid more than the Maximum rates of their new ranges would be red-circled until the ranges reach their rates or they are reclassified upward or promoted. We note that if the City were to reduce their pay to the Maximums of their ranges, the savings would be over \$215,000. We emphatically recommend against doing so; however, it is worth noting the amount because future turnover is going to produce substantial savings.
- The implementation cost of this option is estimated to be \$35,500, or approximately 0.8% of base payroll.
- The allocation pattern by steps is shown on the following page:

OPTION A	Number of Employees at	
Step 1	6	8%
Step 2	1	1%
Step 3	4	5%
Step 4	1	1%
Step 5	9	12%
Step 6	4	5%
Step 7	6	8%
Step 8	5	6%
Step 9	2	3%
Step 10	8	10%
Step 11	4	5%
Above Max	28	36%
Total	78	

Option C (as discussed conceptually with the City Council) -

- This is the “combination plan” with six steps to Control Point and an open “pay-for-performance area from the Control Point to the range Maximum. Under this plan, range spreads would be 138%. Each step to the Control Point is 2.5% of each range Control Point. In this plan, as well, range Minimums are 87.5% of the Control Point; however, each range maximum is 120.0% of the Control Point to provide my variance for pay-for-performance. The recommended implementation method for this option is as follows:
 - As with Option A, the 6 employees currently paid below the new range minimum would be placed on the Minimum step of the range. Here, too, the 2014 cost of this placement is estimated to be \$8,500.

- The 19 employees currently paid between the range Minimums and the Control Points would be placed on the nearest step that provides an increase at an estimated cost of \$13,000.
- With the higher range Maximums, the number of employees currently paid more than the Maximum rates of their new ranges decreases from 28 to 25, and they would be red-circled. We note that if the City were to reduce their pay to the Maximums of their ranges, the savings under this Option would be over \$135,000. The savings through turnover would be less, but still substantial.
- Employees would be hired at the Minimum and progress across the plan in annual steps to the Control Point, provided performance is documented as having at least met established expectations. Pay increases within range, thereafter, would be based upon performance exceeding expectations.
- The implementation cost of this option is slightly more than \$25,000, or approximately 0.6% of base payroll.
- The allocation pattern by steps is as follows:

OPTION C		
	Number of Employees at	
Step 1	6	8%
Step 2	1	1%
Step 3	4	5%
Step 4	1	1%
Step 5	9	12%
Step 6	4	5%
CP to Max	28	36%
Above Max	25	32%
	78	

We use a statistic called a “compa-ratio,” or C/R, to measure the market competitiveness of a client’s compensation practices. The compa-ratio is the relationship between an individual employee’s current pay rate and the Control Point of the appropriate pay range. We can also talk about compa-ratio’s of pay ranges or the pay plan as a whole. Both Options A and C feature the same Control Points, so the plan compa-ratio of each plan will be the same, and in the case of the City of De Pere, the compa-ratio following implementation would be almost 111.5%, meaning current pay rates overall are 11.5% above market on average.

Plan Implementation, Pay for Performance and Plan Maintenance

Both plan options require several actions by the City.

1. Concurrent with adopting a new plan, we recommend the Council authorize an appeal procedure so that any employee who feels classified incorrectly can request a review according to a thoroughly documented procedure. As consultants, we would review the appeals with recommendations to the City; however, the final decision on all appeals would be the City’s responsibility.
2. The City should continue its job evaluation review process on an annual basis so that any employee or department head who feels a job has substantially changed in a manner that is reasonably permanent can request an evaluation review. Typically, this type of process occurs around mid-year so any changes in classification can be budgeted and implemented in the subsequent fiscal year.
3. We expect that the City will want to consider periodic market adjustments of the plan as the economy continues to improve. Typically, this involves an across-the-board pay increase to both the plan and to incumbents. If an across-the-board increase is granted to employees who are red-circled, this usually is in the form of a bonus, rather than a base pay adjustment. We have not built any expectation of an across-the-board adjustment for 2014 into our recommendations because we expect how the City will have to balance this consideration with health insurance increases and limitations on revenues.
4. The City should make a commitment to keep the plan current through reasonably frequent market reviews. In the current economy, a market test of the benchmark positions every five years should be sufficient.
5. Either plan option will require the City commit to an excellent, expanded performance management system. In fact, we suggest using the term “employment development” rather than performance management. The City administration acknowledges that the City Administration will need to upgrade the current system and is making budget requests for 2014 to both improve the

measurement system and train managers, supervisors, and employees in good employment development processes linked to accurate assessment.

We have attached pay schedules for both Options A and C, as well as a grade order list and look forward to discussing our recommendations with the City Council on October 1st.

Charles E. Carlson
charles.carlson@carlsondettmann.com
608.239.7991

Benefits

Our project agreement with the City is that we will take benefits into consideration in making a pay plan proposal. Appropriately, clients ask this be taken into consideration because, historically, public employee fringe benefit programs tend to be superior to those typically received by a community's citizens and the public body wants to feel confident it is being fair to taxpayers and employees. How is the City of De Pere doing in this regard?

The cost of fringe benefits can be divided into four major cost categories – required benefits (social security, Medicare, unemployment compensation, and worker's compensation), paid time off (vacation, sick leave, holidays, etc.), pension, and health care.

All of the data collected by us and others over the years, combined with our years of practical experience, points to a clear conclusion that public employee benefits are very good, and typically better than most people enjoy. However, that outcome reflects Wisconsin's long-standing public policy, which is not untypical of government policy in many areas of the world, is completely consistent with a practice of hiring public employees and investing in them for a career in public service.

Specifically, of the four benefit cost areas, the City of De Pere is consistent with others on required benefits. Those expenses are driven by statutory requirements.

Paid time off benefits costs are going to be higher than most community employers because the City has a workforce with many years of service. There is a concern among public employers generally that sick leave costs are too high, and that area is being addressed by abandoning separate leave systems in favor of PTO, or paid time off programs, that consolidate leave programs into a single benefit that eliminates accumulated sick leave in favor of a pool of days that employees can use for their various time off requirements. Typically, leaves for longer term illnesses are covered by long term disability insurance. The City of De Pere Human Resources Department is requesting funds in 2014 to design and implement a PTO program.

The State of Wisconsin has an exceptional public employee pension program. It is well-funded and well-managed, and a critical cornerstone of our public employment policy. However, until the passage of Acts 10/32, there was growing criticism that it was too rich a benefit because the entire cost was born by taxpayers. Since passage, all public employees, except for unionized police, fire and transit employees are required to pay half of their pension costs, and new agreements are being reached with unions representing those exempted employees to do the same. These changes helped level the competitive playing field.

Charles E. Carlson
charles.carlson@carlsondettmann.com
608.239.7991

The fourth benefit cost area – health insurance – remains a challenge, particularly since passage of the Affordable Care Act. The Act raised everyone’s awareness about the practical and social equity issues surrounding access to and the cost of health care.

The most quoted comparison of health plan costs and contribution rates is provided by the Kaiser Family Foundation (www.kff.org). A recent front page article in the New York Times led with the following:

The New York Times

August 20, 2013

Health Care Costs Climb Moderately, Survey Says

By ANDREW POLLACK

Premiums for employer-provided health insurance have increased by relatively modest amounts this year, according to a new survey, a further sign that once-torrid health care inflation has abated for now.

The average annual premium for a family rose 4 percent in 2013, to \$16,351, according to the survey results released Tuesday by the Kaiser Family Foundation. Annual premiums for individual policies purchased through an employer rose 5 percent, to \$5,884.

The 4 percent increase for a family is relatively tame, at least compared with the roughly 10 percent annual increases experienced a decade ago. But it is still a far bigger rise than 1.8 percent increases in wages and the 1.1 percent rate of inflation in the last year, the foundation said.

“If you are comparing it to 10 years ago in health care, it seems modest,” said Helen B. Darling, chief executive of the National Business Group on Health, which represents large employers. “If you compare it to the economy and what inflation is doing, I don’t think it’s modest at all.”

Historically, public employees have benefitted from exceptionally good health care programs that mirrored those developed in collective bargaining with large private sector employers. These programs were outcomes of the post WWII period and the extraordinary growth of the American economy. Unfortunately, our economy changed, and many private sector programs disappeared with the private sector jobs and their benefit programs. Public employees remain and continue to be key contributors to the quality of our communities.

Charles E. Carlson
charles.carlson@carlsondettmann.com
608.239.7991

Two things, though, created a disparity. First, health insurance costs skyrocketed and will continue to grow at a rate faster than our economy. Second, our historic collective bargaining laws and practices insulated public employees from the changes private sector employers and employees were implementing in their health insurance programs. The result is that public employees in many areas of Wisconsin have health insurance benefits that superior at costs that are much less than taxpayers are experiencing. With the Affordable Care Act, this is a rapidly growing public policy concern.

It is our practice to hold our client's health care costs up to the Kaiser Survey numbers to begin a discussion of where you stand relative comparisons now being made on a regular basis in the public dialogue. A basis for comparison is presented as follows:

	Family Premium	Employer Pct.	Employer Cost	Employee Cost
Kaiser Avg.*	\$15,581	71%	\$11,063	\$4,518
City of De Pere	\$22,508	94%	\$21,131**	\$3,376

- **Firms > 199 workers.**
- ****Includes \$2,000 HRA**

The cost of health insurance to the City of De Pere is substantially above the Kaiser average. For a full-time employee, the higher expense is almost \$5 per hour. Is this acceptable to the City or is it a problem that needs to be addressed? We understand the City Council recently rejected a proposal to remove retired employees into a separate plan – a move that would have lowered premiums and costs for current employees – so perhaps this high plan cost is acceptable.

However, if the City does conclude that its costs are too high, then it should consider significant plan design changes to lower its costs, including reconsidering the retiree participation policy. In addition, it would be reasonable to share future plan premium increases

with employees on a 50/50 basis until the employer's percentage of premium contribution is down around the 80% level. This approach would mitigate the impact on employees.

Charles E. Carlson
charles.carlson@carlsondettmann.com
608.239.7991

Memo

City of De Pere

To: Members of the Common Council
 From: Shannon Metzler, Human Resources Director
 Re: Classification and Compensation Study
 Date: September 25, 2013

Charlie Carlson, our consultant conducting our classification and compensation study will be at the meeting to present the findings from the study and help us move forward to adopting a new pay plan. The purpose of the meeting is to present the study, have a discussion, and provide a general overview of the plan. This item will be on the October 15, 2013 meeting agenda as well, which will be a more appropriate time for employee comments. Therefore, it is not intended to open next week's meeting up to employees to speak.

Our consultant has two pay plans to present to the City Council, consistent with our earlier policy discussion. One is a traditional step system (Option A) which moves employees from one step to the next with years of service. The other pay plan is similar (Option C), but also has a pay for performance component added to the plan that is distinctly different from our present policy. We recommend implementing Option C, which has a pay for performance added to the plan. Option B was an open range pay for performance plan that we concluded was too great of an immediate shift in policy. The new pay plan excludes police and fire represented employees. Their wages will be bargained during contract negotiations.

You will see in the study we have a number of positions that are paid higher than the maximum rate for their position. Rather than decrease the employee's pay to be consistent with market, we recommend that their pay be red-circled, meaning they would not receive a base pay increase until the range for those positions reaches their rate of pay. The merit pay plan policies that we are developing would permit red-circled employees whose performance substantially exceeds expectations to receive a bonus.

In addition to implementing a new pay plan, we are recommending a 2% COLA (cost of living adjustment) for those employees that are not red-circled immediately before employees are placed on the plan. The CPI comparing 2013 to 2012 is 2.4%. When employees are moved onto the new pay plan they will be placed at the closest step to their current rate of pay. Due to this, a very nominal increase will be provided moving on the new plan. Some employees will receive as low as a .05% or \$10 increase per year in pay. This includes those employees which shows they are far below market. Also, if Pay Plan C is approved, there are employees that will not receive any increase in pay in 2014. We will not be doing pay for performance increases in 2014, and therefore, some employees will not receive any increase if there is not a COLA adjustment. We would use 2014 to enhance our performance management system and processes to support the new system.

In addition, there are a couple of anomalies that need attention:

1. We have four employees that will be moving up to the next pay step in 2014 on our current plan. For those employees we recommend, (if under market) they be placed on the new pay plan at the appropriate rate to ensure they do not suffer a decrease in pay moving to the new plan.
2. Under the new plan, we have four employees that are between 81-87% of market. Moving them to the new plan at the closest step will put them at step 1 or 2, which will still place them well below market. It will take them another 4-5 years to get to market/midpoint. On our current compensation plan, employees that are hired at step 1 progress to step 6 (market/midpoint) in 5 years. In this situation, these four employees have already been here for 5 or more years. Therefore, we recommend moving them up 2 steps per year until they reach step 6.

As our consultant noted in his study, generally employees will be hired at step 1. I, as the Human Resources Director, have the authority under our current plan to hire employees up to midpoint. The City Administrator and I recommend, with approval of the Human Resources Director and City Administrator, that the City have the flexibility to hire new staff anywhere within the range for the position. It is our intention to try to hire most new employees at step 1, but that is always not possible. We understand that we will need to be very judicious in using this flexibility and will restrict it to situations where either we can't find a suitable applicant at a lower rate or the applicant we want to hire clearly can make a superior contribution to City services.

As discussed above, we are recommending red-circling wages for those employees that are paid above market. The only employees who are above the new range maximum rates that we are not recommending red-circling are those that have been hired since we have been conducting the compensation study. When those employees were hired, it was outlined in their offer letter the likely new rate for their position starting in 2014. Therefore, those employees knew before accepting the position there was a good chance their rate of pay would decrease starting in 2014, and therefore, we do not feel it's necessary to red-circle their rate of pay. For those new hires, they will be paid at either step 1 of the new pay plan or where they would have been had the plan been in place when they were hired.

The cost of implementing the plan as discussed above is \$94,465. The 2% increase costs \$59,988 of that total. Option A is more expensive the first year to implement due to the fact that employees on that plan will move to the next step (step 7) in 2014. Under pay plan C, only those employees exemplary performance will move beyond step 6 (midpoint) being pay plan C is a pay for performance plan, and any such increases cannot occur before 2015. We feel the plan should be approved prior to the year in which employees are being evaluated.

The average total increase that is being awarded with the 2% cost of living increase and placing these employees on the new plan is 1.0% (taking out highest and lowest). Typically a 2% or 3% COLA increase has been awarded to employees in previous years. A 2% increase to all of these same employees would cost \$77,082. A 3% increase would cost \$115,623. Therefore,

implementing the new compensation plan is substantially more cost effective than remaining status quo. There will also be a savings as there is turnover in the City and new hires will compensated at a rate comparable with the market.

Please contact me at 339-4045 in advance of the meeting if you have any questions. Thank you.

CITY OF DE PERE

OPTION A 2014 STRUCTURE - HOURLY FORMAT

Grade	Minimum		Control Point								Maximum
	87.5% Step 1	90.0% Step 2	92.5% Step 3	95.0% Step 4	97.5% Step 5	100.0% Step 6	102.5% Step 7	105.0% Step 8	107.5% Step 9	110.0% Step 10	112.5% Step 11
T	\$43.91	\$45.16	\$46.42	\$47.67	\$48.93	\$50.18	\$51.43	\$52.69	\$53.94	\$55.20	\$56.45
S	\$40.35	\$41.50	\$42.65	\$43.80	\$44.96	\$46.11	\$47.26	\$48.42	\$49.57	\$50.72	\$51.87
R	\$37.67	\$38.75	\$39.82	\$40.90	\$41.97	\$43.05	\$44.13	\$45.20	\$46.28	\$47.36	\$48.43
Q	\$35.88	\$36.91	\$37.93	\$38.96	\$39.98	\$41.01	\$42.04	\$43.06	\$44.09	\$45.11	\$46.14
P	\$34.10	\$35.07	\$36.05	\$37.02	\$38.00	\$38.97	\$39.94	\$40.92	\$41.89	\$42.87	\$43.84
O	\$32.31	\$33.24	\$34.16	\$35.08	\$36.01	\$36.93	\$37.85	\$38.78	\$39.70	\$40.62	\$41.55
N	\$30.54	\$31.41	\$32.28	\$33.16	\$34.03	\$34.90	\$35.77	\$36.65	\$37.52	\$38.39	\$39.26
M	\$28.75	\$29.57	\$30.40	\$31.22	\$32.04	\$32.86	\$33.68	\$34.50	\$35.32	\$36.15	\$36.97
L	\$26.97	\$27.74	\$28.51	\$29.28	\$30.05	\$30.82	\$31.59	\$32.36	\$33.13	\$33.90	\$34.67
K	\$25.18	\$25.90	\$26.62	\$27.34	\$28.06	\$28.78	\$29.50	\$30.22	\$30.94	\$31.66	\$32.38
J	\$23.40	\$24.07	\$24.73	\$25.40	\$26.07	\$26.74	\$27.41	\$28.08	\$28.75	\$29.41	\$30.08
I	\$21.61	\$22.23	\$22.85	\$23.47	\$24.08	\$24.70	\$25.32	\$25.94	\$26.55	\$27.17	\$27.79
H	\$19.84	\$20.40	\$20.97	\$21.54	\$22.10	\$22.67	\$23.24	\$23.80	\$24.37	\$24.94	\$25.50
G	\$18.05	\$18.57	\$19.08	\$19.60	\$20.11	\$20.63	\$21.15	\$21.66	\$22.18	\$22.69	\$23.21
F	\$16.27	\$16.73	\$17.20	\$17.66	\$18.13	\$18.59	\$19.05	\$19.52	\$19.98	\$20.45	\$20.91
E	\$14.93	\$15.35	\$15.78	\$16.21	\$16.63	\$17.06	\$17.49	\$17.91	\$18.34	\$18.77	\$19.19
D	\$13.83	\$14.22	\$14.62	\$15.01	\$15.41	\$15.80	\$16.20	\$16.59	\$16.99	\$17.38	\$17.78
C	\$12.80	\$13.17	\$13.53	\$13.90	\$14.26	\$14.63	\$15.00	\$15.36	\$15.73	\$16.09	\$16.46
B	\$11.86	\$12.20	\$12.53	\$12.87	\$13.21	\$13.55	\$13.89	\$14.23	\$14.57	\$14.91	\$15.24

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 15, 2013

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #13-126, Revoking Approval of Agreement Regarding the Sale and Purchase of 710 Glory Road Between the City of De Pere and Jake Ventures, LLC and Authorizing Agreement Regarding the Sale and Purchase of 710 Glory Road Between the City of De Pere and PEDS, LLC.

ATTACHMENTS:

- Reso13-126 (DOCX)
- Sale & Purchase (PEDS) 9-13-139-002-13 (DOCX)
- Exhibit A - PEDS (PDF)
- Exhibit B-1 - PEDS (PDF)
- Exhibit B-2 - PEDS (PDF)

RESOLUTION #13-126

REVOKING APPROVAL OF AGREEMENT REGARDING THE SALE AND PURCHASE OF 710 GLORY ROAD BETWEEN THE CITY OF DE PERE AND JAKE VENTURES, LLC AND AUTHORIZING AGREEMENT REGARDING THE SALE AND PURCHASE OF 710 GLORY ROAD BETWEEN THE CITY OF DE PERE AND PEDS, LLC

WHEREAS, City owns certain property within its corporate limits at 710 Glory Road and wishes to obtain development on such property; and

WHEREAS, on June 4, 2013, pursuant to Resolution #13-65, the Common Council authorized an Agreement Regarding the Sale and Purchase of Certain Property Between the City of De Pere and Jake Ventures, LLC (710 Glory Road); and

WHEREAS, Jake Ventures, LLC has, in writing, repudiated its intent to enter into such Agreement with the City; and

WHEREAS, PEDS, LLC has indicated its desire to enter into an agreement to purchase such property at 710 Glory Road, De Pere, Wisconsin (Parcels WD-74 and a portion of WD-D0230) totaling approximately 1.64 acres of developable property for the purpose of development on that site; and

WHEREAS, the City wishes to promote this Development.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby revokes and rescinds its approval of the Agreement Regarding the Sale and Purchase of Certain Property Between the City of De Pere and Jake Ventures, LLC (710 Glory Road) as authorized in Resolution #13-65.

BE IT FURTHER RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Agreement Regarding the Sale and Purchase of 710 Glory Road as is attached as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT REGARDING THE SALE AND PURCHASE
OF CERTAIN PROPERTY LOCATED ON GLORY ROAD
BETWEEN THE CITY OF DE PERE AND PEDS, LLC
(710 Glory Road)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, by and between the City of De Pere, Wisconsin, a municipal corporation (“City”), and PEDS, LLC, a Wisconsin Limited Liability Company (“Developer”).

RECITATIONS

WHEREAS, City owns certain property within its corporate limits at 710 Glory Road and wishes to obtain development upon such property; and

WHEREAS, Developer desires to enter into an agreement to purchase such property (Parcels WD-74 and a portion of WD-D0230) totaling approximately 1.64 acres of developable property for the purpose of development on that site; and

WHEREAS, City desires to promote this development;

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

I. PURCHASE OF REAL ESTATE. Subject to the conditions set forth below, Developer agrees to purchase, and City agrees to sell, the 1.64 acres of real estate, legally described as follows:

Lot 1, Volume 58, Certified Survey Maps, page 279, Brown County Map No. 8348, in the City of De Pere, West side of the Fox River, Brown County, Wisconsin.

as shown on the Certified Survey Map attached hereto and incorporated by reference as Exhibit A and hereafter referred to as the “Subject Property”.

A. Purchase Price. The purchase price for the Subject Property shall be \$43,577.00 (Forty Three Thousand Five Hundred Seventy Seven Dollars). Developer has deposited with City earnest money in the amount of \$1,000 which shall be credited to Developer at closing. If Developer fails to close on the purchase of the Subject Property for any reason other than the City's failure to meet the contingencies of purchase as set forth in paragraph I.C., such earnest money shall be forfeited.

B. Municipal Improvements and Utilities. The purchase price includes payment for all municipal improvements in place in Glory Road right-of-way adjacent to the Subject Property, consisting of concrete pavement, curb and gutter, lighting, electrical, gas, water, sanitary sewer and storm sewer. No assessment will be made to the Subject Property for these public improvements. This paragraph shall not limit the City's ability to assess the Subject Property for future public improvements to the property. While water, sanitary sewer, storm sewer, electric and gas are readily available to the Subject Property in the Glory Road right-of-way, the purchase price is not intended to and expressly does not include the cost of extending such utilities from their location in Glory Road right-of-way location onto the Subject Property.

II. CLOSING PROCEDURE. Closing shall take place on or before October 31, 2013, at De Pere City Hall unless the parties otherwise agree in writing.

A. Evidence of Title/Title Defects. City shall at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such title insurance to Developer at least seven (7) days prior to closing. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title

insurance company licensed in the State of Wisconsin with an extended coverage endorsement showing title to the property to be marketable. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this agreement or reschedule the closing at its option.

B. Closing Costs. City shall pay all closing costs usually and customarily paid by sellers, including the cost of the title insurance as provided herein.

C. Conveyance of Title. City shall convey good title to Developer by good and sufficient warranty deed as of the date of closing, free and clear of liens and encumbrances except the following:

1. Municipal and zoning ordinances providing the same do not restrict or interfere with the intended use of the property.
2. Easements of record provided the same do not restrict or interfere with the intended use of the property.
3. Environmental and site condition representations in the Agreement.
4. Development obligations in this Agreement.

D. Access Prior to Closing. City shall permit Developer access to the Subject Property prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to hold City harmless for any and all injury that may occur to Developer, its agents or employees, City's agents, employees or third parties, or any American Blvd. or interest of any of the

above referenced persons occasioned as a result of Developer's activities as contemplated by this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including reasonable attorney fees.

III. ENVIRONMENTAL WARRANTIES AND INDEMNITIES.

A. Environmental Condition. Developer acknowledges that City has not had an environmental assessment or audit performed on the Subject Property and that the City makes no representations or warranties whatsoever regarding the same. Developer acknowledges and agrees that it is purchasing the Subject Property in an "as is" condition without any environmental representations or warranties.

B. Flood Plain. The City has identified portions of the Subject Property as within flood plain limits. Further, Developer has been provided a copy of City's wetland delineation report regarding property adjacent to the Subject Property.

C. Site Conditions. City has disclosed to Developer that the site condition of the Subject Property includes the existence of unexcavated concrete. Attached as Exhibit B-1 are elevations of the site prior to the Wisconsin Department of Transportation removal of improvements and re-grading in 2010. Attached as Exhibit B-2 are elevations of the site after such demolition and grading. The City expressly discloses that it has not performed soil boring tests or other site condition testing to determine the exact location or depth of this concrete or existence of other site conditions. Developer acknowledges that it has the opportunity under paragraph II.D. above to access the Subject Property and perform its own site examination and testing. Developer further acknowledges that it is purchasing the Subject Property "as is" and subject to with full knowledge of the City's representations concerning the condition of the site.

D. Indemnification and Hold Harmless. Developer acknowledges that the sale price as set forth in this agreement is considerably lower than comparable property in the area and further that such price has been set by City based, in part, upon Developer's assumption of any and all liability for site condition costs.

IV. POST CLOSING CONTINGENCIES.

A. Site Plan. Developer shall submit a site plan, including all fencing, landscaping, lighting, signage, off-street parking, off-street loading, building design, facade materials, improvement layout (site drainage, utilities, erosion control, etc. . . .), accessory building or structures, and any other information related to the construction and appearance of the site and initial building and any accessory buildings or structures thereon which may be reasonably required by City Said plan shall be submitted to City for approval not more than six (6) months after the date of closing on the purchase of the Subject Property (the "Closing") and prior to any construction. Approval and review of such plan shall be based on the City's Planning and Development Standards and may be subject to additional reasonable conditions imposed at the discretion of the City.

B. Developer to Substantially Improve. Developer shall substantially develop the initial building and improvements on the Subject Property in accordance with the plan submitted to the City within twelve (12) months of the closing of the Subject Property. Substantial development as used in this agreement shall be the actual and substantial construction of permanent structures in compliance with all plans required by this agreement. In addition, Developer must give meaningful and satisfactory assurance to City that the completion of the construction in compliance with the approved plan shall be accomplished within a reasonable time, taking into consideration the normal industry

standards for the type and complexity of construction involved. Determination of substantial development is to be at the discretion of City.

C. Assignment. Developer may not assign title or interest to the Subject Property without the proper written consent of City, which shall not be unreasonably withheld.

V. DEFAULT PROVISIONS.

A. Breach and Cure. Any provision of this contract which does not contain a specific remedy shall be resolved as provided hereunder. If either party believes that such provision has been breached, it shall supply the other party with written notice, informing the other party that it has fifteen (15) days to cure such breach. If there is no cure of that breach, the party may bring any action available for any remedy provided in law or equity.

B. Specific Performance Where Remedy Provided. Where a remedy is specifically provided in this contract, in the event that either party fails to perform in compliance with such remedy provision or unreasonably delays in performing thereunder and such delay or failure causes damage to the other party, nothing in this contract shall prevent the other party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VI. MISCELLANEOUS.

A. Contractual Interpretation. The paragraphs headed by roman numerals in this contract are referred to as Sections and are intended to include, as categories

thereunder, lettered paragraphs. The lettered paragraphs of this agreement are to be referred to as paragraphs and the numbered paragraphs, subparagraphs. The Section, paragraph, and subparagraph headings of this agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.

B. Notices. Unless otherwise specifically addressed in this agreement, all notices required by this agreement must be in writing. All notices of breach or termination as required in this agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this contract may be sent by regular mail. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark.

1. If to Developer:

PEDS, LLC
c/o Mark Soderland
1251 Scheuring Road, Unit B
P.O. Box 5512
De Pere, WI 54115

2. If to City:

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

C. Law Governing. This agreement shall be construed in accordance with the laws of the State of Wisconsin.

D. Entire Agreement. This agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date and year first written above.

PEDS, LLC

CITY OF DE PERE

Print Name:
Title:

Michael J. Walsh, Mayor

Print Name:
Title:

Shana L. Defnet, Clerk-Treasurer

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____
day of _____, 2013, the above
named _____ and
_____,
known as the person(s) who executed the
foregoing instrument and acknowledge
the same.

Personally came before me this ____
day of _____, 2013, the above
named Michael J. Walsh, Mayor and
Shana L. Defnet, Clerk-Treasurer,
known as the persons who executed
the foregoing instrument and
acknowledge the same.

Notary Public:
My Commission expires:_____

Notary Public:
My Commission expires:_____

Drafted by: Judith Schmidt-Lehman
H:\dupont\Agreements\2013\Sale & Purchase (PEDS) 9-13-139-002-13.docx

Sale and Purchase Agreement
PEDS, LLC
Page 8 of 8

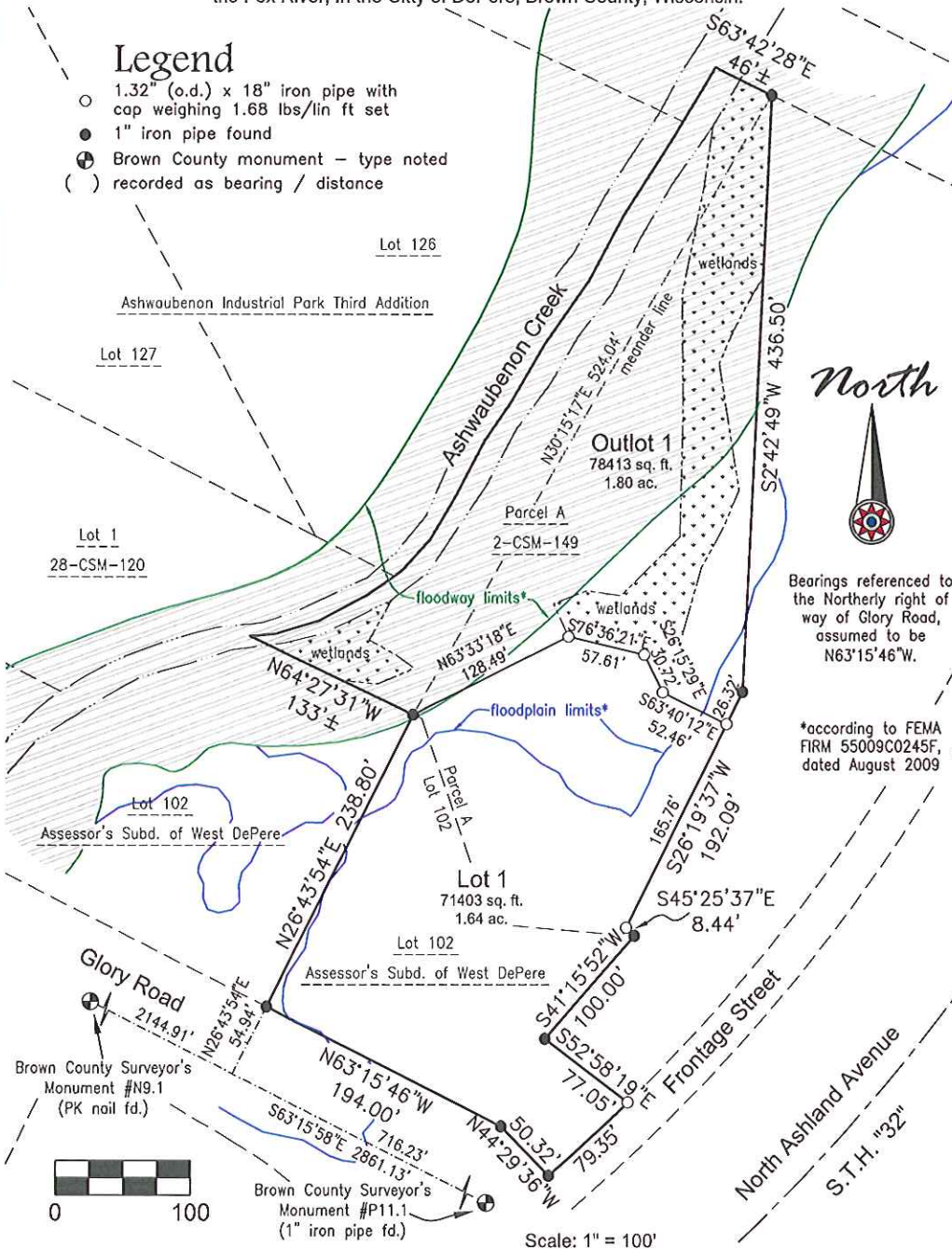
Attachment: Sale & Purchase (PEDS) 9-13-139-002-13 (1466 : Resolution #13-126, Revoking Approval of Agreement Regarding the Sale and

Certified Survey Map

A retracement and depiction of the lands described in Document Numbers 643134 & 2458931, Brown County Records, excepting Document Number 2458484, Brown County Records, said lands being part of Parcel A, Volume 2, Certified Survey Maps, page 149, Document Number 641176, Brown County Records, and part of Lot 102 of the recorded "Assessor's Subdivision of West DePere", all being in part of Private Claim 27, West Side of the Fox River, in the City of DePere, Brown County, Wisconsin.

Legend

- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- ⊕ Brown County monument - type noted
- () recorded as bearing / distance



North

Bearings referenced to the Northerly right of way of Glory Road, assumed to be N63°15'46\"W.

*according to FEMA FIRM 55009C0245F, dated August 2009

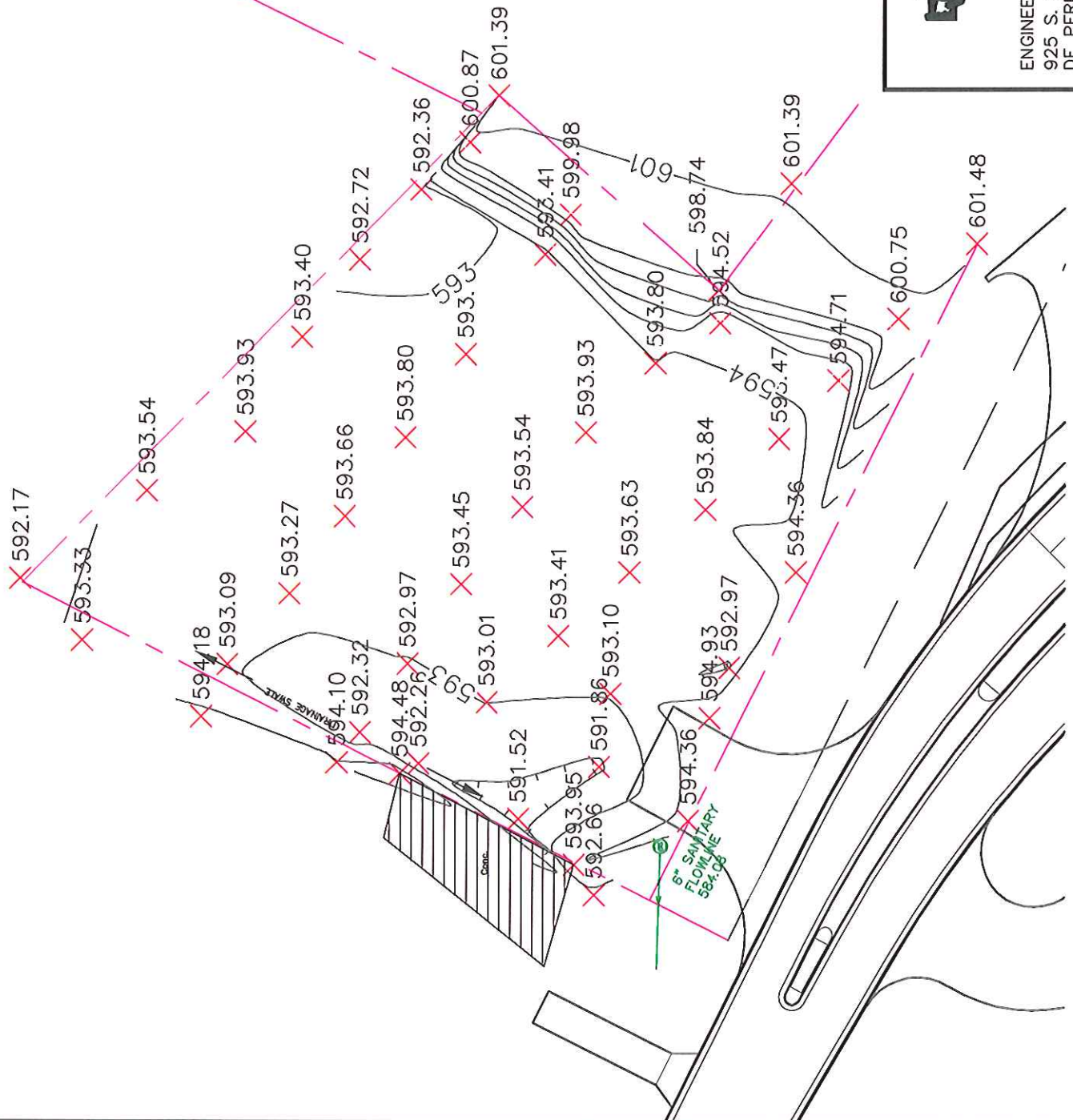


Scale: 1" = 100'

Client: City of DePere
Tax Parcel: WD-74 & WD-D0230
Drafted By: BAR
File: Border CSM 021213.dwg

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Sheet One of Three
Project No.: D-6013
Drawing No.: L-



scale 1" = 50'



TITLE:
710 GLORY RD
EXIST SHOTS PRIOR
TO CONSTRUCTION

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

DATE: 02-26-2013
BY: BK
CHECKED:

Exhibit B-2

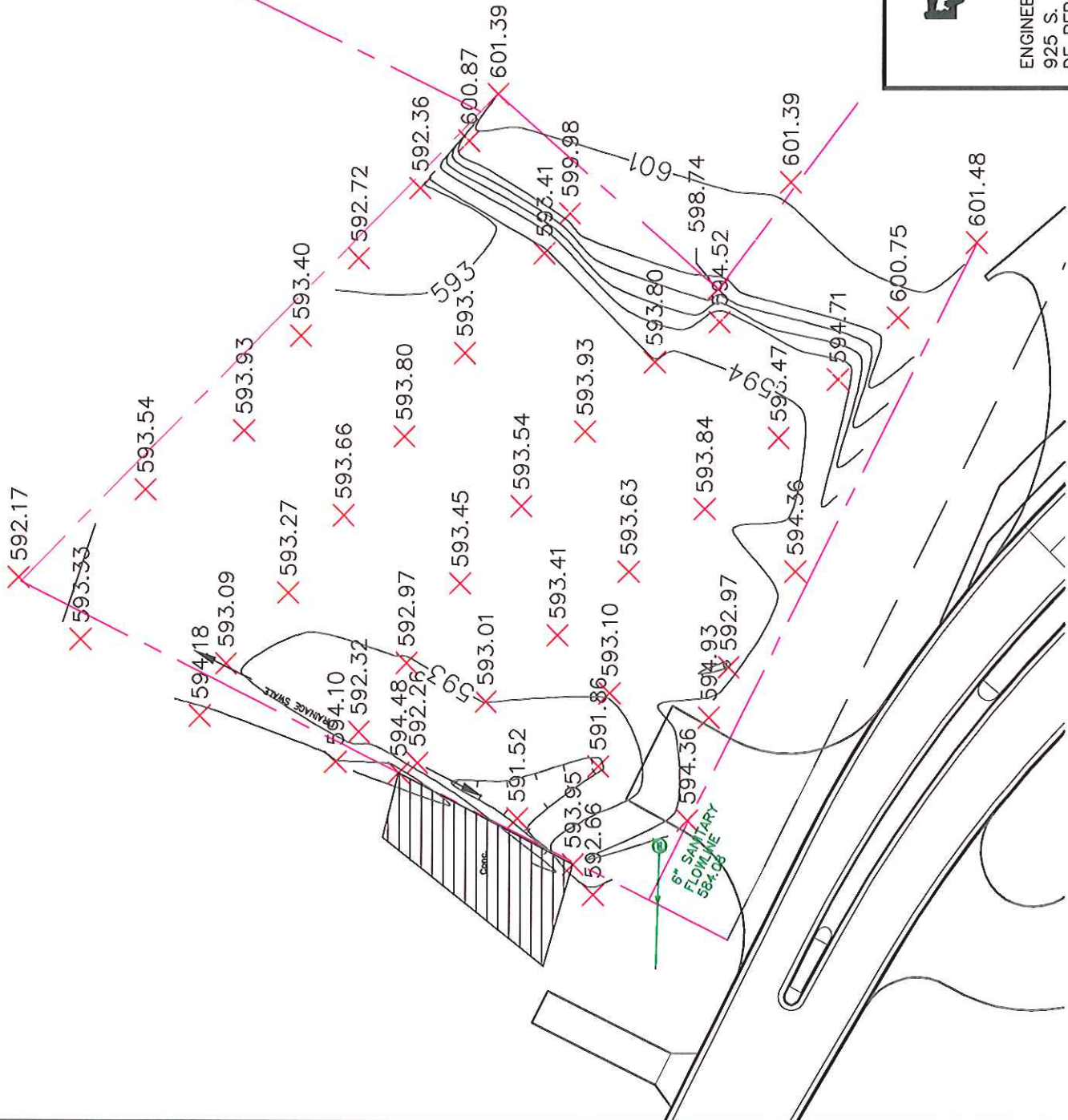


TITLE:
710 GLORY RD
POST CONSTRUCTION
FIELD SHOTS

ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-406
FAX 920-339-407

DATE: 02-26-2013
BY: BK
CHECKED:

scale 1" = 50'



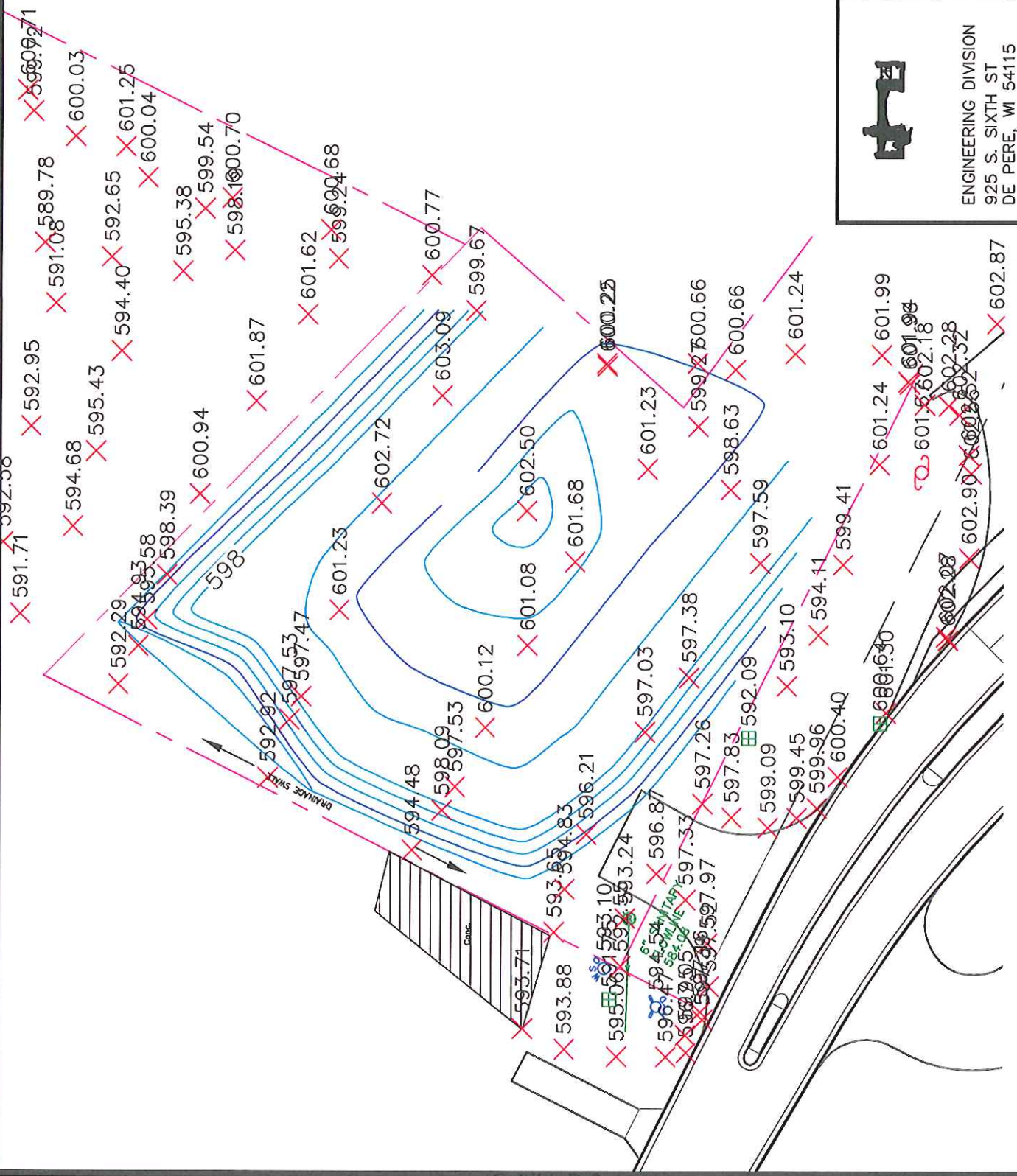
scale 1" = 50'



TITLE:
710 GLORY RD
EXIST SHOTS PRIOR
TO CONSTRUCTION

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

DATE: 02-26-2013
BY: BK
CHECKED:



TITLE:
710 GLORY RD
POST CONSTRUCTION
FIELD SHOTS

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

DATE: 02-26-2013
BY: BK
CHECKED:

scale 1" = 50'

City of De Pere, Wisconsin

**Request For Redevelopment Authority Action**

MEETING DATE: October 15, 2013

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Resolution #13-127, Authorizing Facade Grant to LTF Investments, L.L.C. (519 George Street).

In March 2013, the owner was provided a conditional use for 519 George Street to allow for auto repair & restoration at the site. After this date, the owner worked on plans to update the entire structure including the facade. The owner was not aware the site was within TID #7 and that it would qualify for the Facade Grant Program.

In early summer, staff notified the owner that the project would qualify and that an application should be submitted. The application was not received and in late August, staff again approached the owner and reminded them of the program. The owner had planned to apply; however he simply forgot to submit the application.

Attached in the packet is the application for the project along with the before and after pictures of the building. The building was redesigned to fit with the historic feel of the downtown and there have been significant facade improvements. Overall, the facade improvements totaled \$43,949 which would qualify for the full \$10,000 facade grant.

Recommendation

Staff believes that the owner did not try to work around the program by missing the initial application. The work that has been done to the building matches the City objectives for the Downtown and the renovated building is a great asset to the community. Staff would recommend approval of the facade grant in the amount of \$10,000 and that the request be forwarded to the Finance Committee and the Common Council.

ATTACHMENTS:

- Reso13-127 (DOCX)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Joe Van Deurzen, Board Member
SECONDER:	William Patzke, Board Member
AYES:	Penn, Patzke, Van Deurzen, Komsi, Nusbaum
EXCUSED:	Jerry Henrigillis, Charles King

HISTORY:

09/23/13	Redevelopment Authority	ADOPTED
10/08/13	Finance/Personnel Committee	ADOPTED

RESOLUTION #13-127
AUTHORIZING FACADE IMPROVEMENT GRANT
TO LTF INVESTMENTS, L.L.C.
(519 George Street)

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

WHEREAS, LTF Investments, L.L.C. (LTF), owner of the property at 519 George Street (said property being within TID #7 and the East Side Redevelopment District), has redesigned such building to fit with the historic feel of the downtown district; and

WHEREAS, LTF has applied for a grant from the Facade Improvement Grant Program in the amount of \$10,000.00 (\$43,949.47 total spent) under the terms of such Program, said application having been reviewed and recommended for approval by the Redevelopment Authority and the Finance/Personnel Committee; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Clerk-Treasurer is authorized to issue a grant payment to LTF in the amount of \$10,000.00 for improvements to the exterior of 519 George Street, all made in accordance with the Facade Improvement Grant Program for TID #7.

Attachment: Reso13-127 (1422 : Resolution #13-127, 519 George St Facade Grant)

BE IT FURTHER RESOLVED THAT:

The Common Council of the City of De Pere extends its thanks to Lawrence Fisette for his investment in, and commitment to, the City of De Pere and its business and historic districts.

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: October 15, 2013

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #13-128, Authorizing Agreement with Schenck, S.C.
(Sewer Utility Rate Study).

ATTACHMENTS:

- Reso13-128 (DOCX)
- Schenck Proposal (PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Walsh, Lueck, Crevier, Donovan, Rafferty

HISTORY:

10/08/13 Finance/Personnel Committee ADOPTED

RESOLUTION #13-128

AUTHORIZING AGREEMENT WITH SCHENCK, S.C.
(SEWER UTILITY RATE STUDY)

WHEREAS, the City wishes to retain the services of a certified public accounting firm to prepare and present a sewer utility rate study; and

WHEREAS, Schenck, S.C. has available and offers to provide personnel necessary to accomplish the required sewer utility rate study services within the required time frame.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute such engagement letter with Schneck, S.C., for a sewer utility rate study as is attached and incorporated as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso13-128 (1452 : Resolution #13-128, Schenck for Sewer Utility Rate Study.)



October 1, 2013

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

Dear Joe:

In accordance with your request, outlined below is a proposal to provide assistance to the City of De Pere in regard to cash flows and user charges of the wastewater collection utility enterprise fund.

Engagement Scope and Objectives

The scope of our engagement will be to prepare an analysis of current operating costs, capital expenditures, debt service payments and the present customer rate structure. As part of the analysis, we will project future cash inflows and outflows of the wastewater collection utility and provide recommendations for rate changes. We will also present our report and rate recommendations to the Public Works Committee and City Council as directed by the City. Specifically, we will complete the following:

- Allocate costs of the wastewater utility between fixed and variable; including determining all costs applicable to treatment of high strength dischargers
- Assist the City in determining future capital expenditures of the wastewater utility for the years 2014 through 2018, including proposed methods of financing
- Preparation of a projection of wastewater utility operating cash flows for the years 2014 through 2018
- Preparation of a recommendation for 2014 wastewater user charges including developing projections of future rate increases to achieve a higher rate of return and, accordingly, an increase in resources available for wastewater replacement outlays

Fees

The assistance will be provided by experienced Schenck Government & Not-for-Profit staff. It is expected that Mike Konecny and Ginny Hinz will provide the majority of the hours in regard to this proposal. Mike has over 30 years of experience in consulting and auditing of Wisconsin utility operations. Ginny Hinz completes utility rate analyzes for many utilities each year. Fees for services will be based on the number of hours worked at our standard rates. We estimate the cost of the proposed services will range from \$4,800 to \$5,600.

Acceptance

If the foregoing is acceptable to you, please return a signed copy of this proposal to me to confirm the engagement. We appreciate the opportunity to present our proposal for your consideration.

Sincerely,

Michael W. Konecny, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of De Pere.

Signature

Title

Date

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 15, 2013

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #13-129, Amending Information Technology Use Policy Regulations Regarding Use of Personal Electronic Communication Devices/Services for City Purposes.

The City's Information Technology Policy was amended in 2010 to address employee use of personal electronic devices and services for city purposes. With the City focus on moving toward electronic communications with elected and appointed officials, this policy should be amended to include those groups

ATTACHMENTS:

- Electronic communication policy changes accepted 10-4-13 (DOCX)
- Reso13-129 (DOCX)

AMENDING
INFORMATION TECHNOLOGY USE POLICY
REGULATIONS REGARDING USE OF PERSONAL ELECTRONIC
COMMUNICATION DEVICES/SERVICES FOR CITY PURPOSES
(September 2013)

I. Elected or Appointed Official use of Personal Electronic Devices

A. Equipment

1. Elected or appointed officials may choose to use personal electronic device(s) for official city business.
2. The Common Council may determine to pay a stipend to reimburse those officials for the purchase of such personal electronic devices as may from time to time be budgeted or authorized.
3. All devices are the sole responsibility of the elected or appointed official, including repair and needed replacement of such device. The City shall not be responsible for any loss, theft or damage to such personal electronic device.

- B.** The City strongly encourages elected and appointed officials to use City provided email accounts for conducting all City business.

II. Employee Owned Electronic Communication Devices and Service

Department Heads may authorize Fair Labor Standards Act (FLSA) exempt employee(s), whose use of an electronic device for phone and data access is determined to be necessary to carry out job responsibilities, to use their personal electronic device and service for city business in place of a city issued device and service.

A. Requests for Electronic Data Telecommunications Service

A written request for approval to use one's own electronic device/service must be approved by the employee's Department Head and forwarded to the IT and Payroll Departments.

Approval of use of a personal device will be rescinded when no longer justified by business requirements or when the employee has demonstrated disregard for this policy as determined by the user's Department Head. Rescission of this approval may occur at any time at the discretion of the City.

B. Equipment, Service and Accountability

All devices used by employees must be approved by the IT Director. All devices shall be purchased by the employee at the employee's expense. The City will not be responsible for initiating or terminating personal communication service. All devices are the sole responsibility of the user(s); the City assumes no responsibility for personal devices.

C. Loss, Theft or Damage

The City assumes no responsibility for the loss, theft or damage of a personal electronic device. Repair and replacement of their personal device is at the sole expense and discretion of the employee.

D. Monthly Stipend

Employees may be eligible for a stipend pursuant to the parameters outlined below.

The monthly stipend shall approximate 50% of the City's average cost for full phone and data plan services available on city issued phones. Such stipend shall be set on a yearly basis by the City Administrator. In 2012, such stipend shall be \$40/month.

The monthly stipend may be taxable income to the employee and will be reported annually on the employee's W-2 form. The stipend is intended to reimburse employees for use of their personal equipment and service for city business only.

Stipend payment will be prorated for all months where service is not continued for the full month. Employee agrees to reimburse through payroll deduction any stipend paid that was not earned.

E. Conditions for Monthly Stipend

Receiving a monthly stipend means the employee's personal cell phone number may become available to city employees and/or members of the public.

The City is required to comply with the Wisconsin Public Records Law, including electronic media. All messages/data that is transferred via a city server to a personal telephone device will be subject to public record requirements of the City. Such messages and data shall be archived by the City on its own internal servers. Text messages sent and/or received and phone logs pertaining to city business will be retrieved from the employee's personal service provider if required for compliance with the public records law.

The employee shall maintain continued phone and data service while receiving the stipend. Failure to do so could result in disciplinary action. All service and billing issues on personal devices are the sole responsibility of the employee.

Supervisors are responsible for verifying that employees receiving a stipend for personal use of their own device are, in fact, maintaining such service. Employees violating the Wireless Telecommunication Policy may be subject to disciplinary action and up to and including termination.

III. Cooperation in Obtaining Records

All elected and appointed officials and employees who use their personal device/service for city business agree to, in exchange for being able to use their personal equipment in lieu of city provided equipment, cooperate with and assist the City in obtaining records from the employee's and/or the employee's service provider if required for purposes of public records or conduct investigation. Any review of personal records will be done by the Human Resources Director or City Attorney with the elected or appointed official/employee and/or his/her representative present to determine city business related usage.

RESOLUTION #13-129

AMENDING INFORMATION TECHNOLOGY USE POLICY REGULATIONS
REGARDING USE OF PERSONAL ELECTRONIC COMMUNICATION
DEVICES/SERVICES FOR CITY PURPOSES

WHEREAS, the City's Electronic Equipment Use policy, adopted in 1998 and amended in 2010, is in need of revision to include the use of personal electronic devices by elected and appointed officials; and

WHEREAS, the attached Amendment to the Information Technology Use Policy (September 2013) pertaining to elected and appointed officials use of personal electronic devices for City purposes, has been reviewed and recommended for approval by the City's Finance/Personnel Committee.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby adopts the Amendment to the Information Technology Policy attached as Exhibit A.

BE IT FURTHER RESOLVED THAT:

This Amendment to the Information Technology Policy shall be effect after its passage by the Common Council.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso13-129 (1456 : Resolution #13-129, Electronic Communications Policy)

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: October 15, 2013

DEPARTMENT: Fire Department

FROM: Jeffrey Roemer

SUBJECT: Resolution #13-130, Authorizing Amendment to Agreement for Consulting Services Between the City of De Pere and RW Management Group, Inc. For Interim Fire Department Management Services.

I am requesting that the Finance and Personnel Committee consider an extension of the Fire Chief Interim Management Contract with RW Management Group, Inc. through June 30, 2014. RW would be available to continue the contract with the current terms through this six month period at the same rate. This would allow for the continued implementation of the Fire Department Organizational Management Analysis recommendations, and would allow for the transitional management or project management that may be needed as a result of the Councils decision on the Final Report of the Fire Department Organizational Analysis and Consolidation and Public Safety Feasibility Study recommendations due in November.

I have been asked to bring this forward so that appropriate planning takes place both for the City and RW.

ATTACHMENTS:

- Amendment to RW Management Agreement 10-13-117-002-13 (DOCX)
- Reso13-130 (DOCX)
- Exhibit 1 to Amendment (PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Alderperson
SECONDER:	Michael Donovan, Alderperson
AYES:	Walsh, Lueck, Crevier, Donovan, Rafferty

HISTORY:

10/08/13 Finance/Personnel Committee ADOPTED

**AMENDING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND RW MANAGEMENT GROUP, INC. FOR
INTERIM FIRE DEPARTMENT MANAGEMENT SERVICES**

WHEREAS, the City of De Pere ("City") and RW Management Group, Inc. ("Consultant") are parties to an Agreement for Consulting Services, dated March 5, 2013 ("the Agreement"), a copy of which is attached as Exhibit 1 and incorporated herein by reference; and

WHEREAS, the parties wish to extend the Agreement for an additional six (6) month period.

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

1. The Agreement is hereby extended by an additional 6 months and shall expire June 30, 2014.
2. All other terms, conditions, requirements, and obligations found in the March 5, 2013 Agreement, unless specifically amended by this Amendment, shall remain in full force and effect.

RW MANAGEMENT GROUP, INC.

By:

Jeffrey R. Roemer, President

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

Date: _____

Date: _____

H:\jdupont\Agreements\2013\Amendment to RW Management Agreement 10-13-117-002-13.docx

Exhibit A

Attachment: Amendment to RW Management Agreement 10-13-117-002-13 (1421 : Resolution #13-130, Interim Management Extension Approval

RESOLUTION #13-130

AUTHORIZING AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND RW MANAGEMENT GROUP, INC. FOR
INTERIM FIRE DEPARTMENT MANAGEMENT SERVICES

WHEREAS, the City of De Pere and RW Management Group, Inc. are parties to an Agreement for Consulting Services, dated March 5, 2013 ("the Agreement"); and

WHEREAS, the parties wish to extend the Agreement for an additional six (6) month period; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Amendment to the Agreement Between the City of De Pere and RW Management Group, Inc. attached and incorporated as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND RW MANAGEMENT GROUP, INC. FOR
INTERIM FIRE DEPARTMENT MANAGEMENT SERVICES**

THIS AGREEMENT, made and entered into this 5th day of March, 2013, by and between the City of De Pere, Wisconsin, ("City"), and RW Management Group, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of interim Fire Department management services; and

WHEREAS, the Consultant has available and offers to provide personnel necessary to provide such services; and

WHEREAS, the De Pere Police and Fire Commission has approved the appointment of Consultant as Interim Fire Chief.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in Consultants Proposal dated February 25, 2013 (Exhibit A), attached hereto and incorporated by reference. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those consulting services described Exhibit A, except that Consultant shall be on site for an average of four (4) days (32 hours per week). Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

IV. OWNERSHIP AND FORM OF DOCUMENTS

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

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

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

V. CONFIDENTIALITY OF INFORMATION

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

VI. TIME FOR COMPLETION

The parties hereto agree that Consultant's work hereunder shall commence on April 1, 2013, and conclude on December 31, 2013, unless otherwise agreed to in writing.

VII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation in the amount not to exceed \$81,000 payable in nine (9) monthly installments of \$9,000 each; commencing on or before April 1, 2013, and the first of each month thereafter through and including December 1, 2013.

VIII. RESPONSIBILITY OF CONSULTANT

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

IX. INSURANCE

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

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

X. ALLOCATION OF RISKS

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

To the fullest extent permitted by law, the City shall indemnify and hold harmless Consultant, the Consultant's officers, directors, partners, employees, and Consultant's Consultants from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or

arbitration or other dispute resolution costs) caused by the negligent acts or omissions of City and City's officers, directors, partners, employees, and City's Consultants with respect to this Agreement or the project.

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

XI. SUBCONTRACTS

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

XII. ASSIGNMENT

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

XIII. INTEGRATION

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

XIV. JURISDICTION

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

XV. TERMINATION OF WORK

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

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

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

XVI. MEDIATION

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

The City and Consultant shall attempt to resolve claims, disputes and other matters in questions between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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

XVII. NOTICES

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

If to City:

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

With a copy to:

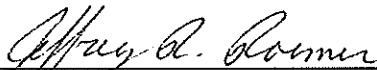
City of De Pere
Attention: City Administrator
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

RW Management Group, Inc.
Attention: Jeffrey R. Roemer, President
1295 Appleton Road, Suite 2
Menasha, WI 54952

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

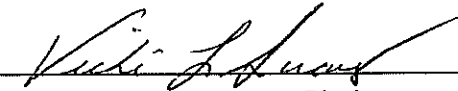
RW MANAGEMENT GROUP, INC.
By:


Name: Jeffrey R. Roemer
Title: President

Name: _____
Title: _____

CITY OF DE PERE
By:


Michael J. Walsh, Mayor


Vicki L. Scray, Deputy Clerk

H:\jdupont\Agreements\2013\RW Management (fire dept) 2-13-117-002-13.docx

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: October 15, 2013

DEPARTMENT: Planning

FROM: Carey Danen

SUBJECT: Resolution #13-131, Authorizing Write-off of Delinquent Revolving Loan to Harrill Cabinetry & Custom Woodworking, LLC.

Harrill Cabinetry was issued two loans with the City of De Pere under the Revolving Loan Fund Program in 2008. The business had two loans: (1) Working Capital Loan in the amount of \$117,444; and (2) Equipment Loan in the amount of \$82,556. In early 2011, the primary bank called the bank loan which forced the business to close. Since this time, the City has worked to recover the loan funds.

Equipment Loan: The City had a mortgage on the property, UCC filings on the equipment and a personal guarantee. In May of 2011, the Finance Committee authorized staff to work on the sale of the equipment. Through this process, the City was able to recover an additional \$23,370.81 to the amount already paid down on the loan. For the mortgage, the City worked with the primary lender; however after the sheriffs auction of the property, there were no proceeds available for the City loan. For the personal guarantee; the City worked to collect; but once again funds were not available. Thus the remaining balance on the equipment loan is \$46,962.73.

Working Capital Loan: The City had a mortgage on the property, life insurance policy and a personal guarantee. For the mortgage, the City worked with the primary lender; however after the sheriffs auction of the property, there were no proceeds available for the City loan. For the personal guarantee; the City worked to collect; but once again funds were not available. No funds are available through the life insurance policy. Thus the remaining balance on the equipment loan is \$90,532.41.

Recommendation

Staff has pursued all options available and is recommending that both loans be written off and that the recommendation is forwarded to the City Council.

ATTACHMENTS:

- Reso13-131 (DOCX)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Larry Lueck, Alderperson
AYES:	Walsh, Lueck, Crevier, Donovan, Rafferty

HISTORY:

10/08/13

Finance/Personnel Committee ADOPTED

RESOLUTION #13-131

AUTHORIZING WRITE-OFF OF DELINQUENT REVOLVING LOAN
TO HARRILL CABINETRY & CUSTOM WOODWORKING, LLC

WHEREAS, on July 8, 2008, the City, through its Economic Development Revolving Loan Program, issued loans totaling \$200,000 to Harrill Cabinetry & Custom Woodworking, LLC for purposes of equipment purchase and working capital; and

WHEREAS, said loans were secured by real estate mortgage, UCC purchase money security interest and the personal guarantee of the business principal, Ryan E. Harrill; and

WHEREAS, in 2011, the principal private lender to Harrill Cabinetry & Custom Woodworking, LLC called its note and thereafter commenced an action to foreclose its first security position mortgage upon the business real property; and

WHEREAS, in such foreclosure proceeding, the City's security interest in said property was extinguished; however the City did obtain a Judgment against Harrill Cabinetry & Custom Woodworking, LLC in the amount of \$172,518.22 and a Judgment against Ryan E. Harrill in the amount of \$172,518.22; and

WHEREAS, the City was able to take possession of the equipment pursuant to its UCC purchase money security interest therein and to sell the same for \$23,370.81, leaving a principal balance owed on the aforementioned Judgments of \$149,147.41; and

WHEREAS, collection efforts undertaken by City have not been successful due to the existence of other creditors; and

WHEREAS, this debt has become presently uncollectable and should be removed from the City's books as uncollectable; and

Attachment: Reso13-131 (1438 : Resolution #13-131, write off for loans provided to Harrill Cabinetry.)

Resolution #13-131

Page 2 of 2

WHEREAS, the City's Judgment will not be extinguished but will remain of record with the Brown County Clerk of Courts and Register of Deeds through September 23, 2021, thereby providing an opportunity for future collection; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends that this debt be written off and removed from the City's balance sheet.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby authorizes the Harrill Cabinetry & Custom Woodworking, LLC debt be written off and removed from the City's balance sheet.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso13-131 (1438 : Resolution #13-131, write off for loans provided to Harrill Cabinetry.)

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: October 15, 2013

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Resolution #13-132, Authorizing Professional Consulting Services Agreement with GeoDecisions.

The City has a GIS server that manages all of the GIS related services in the City. The GIS server is due for maintenance. This work is planned to be completed by Staff; however to ensure that all of our systems remain online, we have requested GeoDecisions to be available for support if necessary. We would be billed on a hourly bases and the funding for the project would come from the GIS contracted services line and is a planned expense.

Recommendation

Staff would recommend that we proceed with GeoDecisions and that the appropriate contact work is completed and forwarded to the Common Council for approval.

ATTACHMENTS:

- DePere Proposal (PDF)
- Reso13-132 (DOCX)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Michael Donovan, Alderperson
AYES:	Walsh, Lueck, Crevier, Donovan, Rafferty

HISTORY:

10/08/13 Finance/Personnel Committee ADOPTED

GEODECISIONS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES AGREEMENT

CLIENT: City of De Pere 335 S. Broadway St. De Pere, WI 54115 P(920)339-4072 x1256 CLIENT REPRESENTATIVE: Bill Boyle (920)339-4072 x1256 bboyle@mail.de-pere.org	DATE: 9/25/2013 GEODECISIONS , a Division of Gannett Fleming, Inc. 8025 Excelsior Drive Madison, WI 53717-190 Office: (608) 836-1500 Fax: (608) 831-33370 www.geodecisions.com GEODECISIONS REPRESENTATIVE: Patrick Empey Office: (608) 836-1500 ext. 37 pempey@gfnet.com
1. CLIENT desires to engage GeoDecisions into a services agreement for ArcGIS Server upgrade consulting services PROJECT NAME: City of De Pere ArcGIS server upgrade PROJECT DESCRIPTION: GeoDecisions will support for the upgrade of ArcServer from 10.1 to 10.2 PROJECT LOCATION: GeoDecisions will work remotely to assist the City of De Pere.	
2. STANDARD TERMS AND CONDITIONS: The parties agree that GeoDecisions will provide professional ArcGIS Server upgrade and map service consulting services for the Project in accordance with the Professional Terms and Conditions, pages G-1 to G-6, the Scope of Services, page S-1 and the Fee Schedule, page F-1, attached hereto, incorporated by reference and made part of this Agreement.	
3. SCHEDULE: It is anticipated that the term of this agreement will be from October 1, 2013 through December 31, 2014 and can be renewed in writing if mutually agreed upon.	
4. ADDITIONAL TERMS AND CONDITIONS: 	
ACCEPTANCE/AUTHORIZATION TO PROCEED The terms and conditions of this Agreement are accepted by the Client and GeoDecisions is authorized to proceed with the work as described. By: _____ Authorized Representative Title: _____ Date: _____	GEODECISIONS , a division of Gannett Fleming, Inc. By _____ Name: Brendan J. Wesdock Title: President Date: _____ This agreement may be withdrawn by Gannett Fleming if not accepted within 30 days.

11/01

Exhibit A

PROFESSIONAL TERMS AND CONDITIONS

The terms and conditions of this Agreement are as follows:

1. **DEFINITIONS:** **GeoDecisions®** shall mean the Gannett Fleming, Inc. division performing the services. "Services" means the specific services to be performed by *GeoDecisions* as set forth in the "Scope of Services" and any other future additional services or assignments as agreed upon between the parties. "Client" is the person or entity ordering the services to be performed by *GeoDecisions* who shall be responsible for payment for such services. If the Client is ordering the services on behalf of another, the Client represents and warrants that the Client shall bind such third party to the terms and conditions of this Agreement. The ordering of services from *GeoDecisions* shall constitute acceptance of the terms of this Agreement.
2. **SERVICES:**
 - 2.1 The parties agree that *GeoDecisions* may provide additional services or assignments as and when requested by the Client. These terms and conditions shall apply to such additional services or assignments.
 - 2.2 *GeoDecisions'* services will be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. *GeoDecisions* will prepare a schedule for the performance of the services hereunder, which initially shall be consistent with the time period set forth in paragraph 3 of the Agreement. The schedule shall include allowances for periods of time required for the Client's review, for the performance of Client's and *GeoDecisions'* consultants, and, if applicable, for review and approval of submissions by authorities having jurisdiction over the Project. The schedule shall be adjusted, as necessary, as the Project proceeds.
 - 2.3 *GeoDecisions* agrees to perform its services in compliance with applicable laws, regulations, and ordinances and other legally enforceable requirements in effect as of the date of this Agreement. Except as specifically provided in the scope of services hereunder, *GeoDecisions* shall not be responsible for determining any law, regulation or ordinance with which Client must comply for approval or completion of Client's project. Moreover, any assistance provided in this regard shall not be construed in any way as advice of counsel.
 - 2.4 Client agrees that *GeoDecisions* may use the services of subconsultants when it is appropriate and customary to do so, provided that *GeoDecisions* notifies the Client in advance.
3. **COMPENSATION:**
 - 3.1 Payments for services rendered and expenses incurred shall be made monthly upon presentation of *GeoDecisions'* monthly invoices, and shall be based on staff time and materials used. Such invoices shall be computed in accordance with the attached Fee Schedule and are due and payable upon receipt. The fee schedule is subject to adjustments on January 1 and July 1 of each year.
 - 3.2 Hourly rate classifications for staff working under this agreement are provided in the Fee Schedule. These rate classifications include the use of *GeoDecisions'* computers as required on the project.
 - 3.3 Travel and other in-house expenses will be invoiced at cost, as provided in the Fee Schedule. Outside expenses for suppliers and other vendors listed on the Fee Schedule will be invoiced at cost plus 10%.
 - 3.4 Client agrees to review invoices promptly and raise any questions regarding the invoiced items or amounts within 30 days of the date of the invoice. Otherwise, the invoice shall be considered correct and payable. It is understood that any sums quoted in the Agreement as an estimate are an estimate only and Client

will be responsible for all services actually rendered whether the actual cost is lesser than or exceeds the estimate.

- 3.5 In the event of nonpayment of the account within thirty (30) days after invoices are rendered, the Client further agrees to pay a late charge of 1-1/2% per month from the date of invoice on the unpaid balance until such account is paid in full. If the account remains delinquent for more than forty-five (45) days, *GeoDecisions* shall have the right to cease all further work on the project by giving written notice of that decision to the Client.

4. **STANDARD OF PERFORMANCE/LIMITED WARRANTY:**

- 4.1 In performing the services under this Agreement, *GeoDecisions* will use the degree of care and skill normally exercised under similar circumstances by recognized firms providing similar services. All estimates, recommendations, opinions, and decisions of *GeoDecisions* will be made upon the basis of the information provided to *GeoDecisions* and its experience and professional judgment.
- 4.2 In performing its services, *GeoDecisions* shall be entitled to rely on the accuracy and completeness of work by third parties, the representations of and material provided by Client and public records and shall be under no obligation to verify any of the foregoing except when expressly provided in the Scope of Services.
- 4.3 A portion of the services provided by *GeoDecisions* may involve software programming, Web site design, incorporation of existing geographic information into information technology systems and other information technology services and deliverables. Within 90 days of completion of such services, Client shall advise *GeoDecisions* in writing of any malfunctions or defects in the services or deliverables. Upon receipt of written notice that specifies the nature of the malfunction, while not guaranteeing service results, *GeoDecisions* agrees that it will use its best efforts to correct all errors or malfunctions in the deliverables and services. If, after investigation it is shown that the reported error or malfunction was not caused by *GeoDecisions'* errors, *GeoDecisions* may charge Client at its regular hourly rates for time spent by it in investigating and correcting the alleged error or malfunction. Client acknowledges that some programs are of such complexity that they may have inherent defects that *GeoDecisions* does not warrant or guarantee can be corrected. Any modification to the deliverables not authorized by *GeoDecisions* shall void any obligation or duty to correct any error or malfunction.
- 4.4 THE LIMITED WARRANTY ABOVE IS IN LIEU OF ANY OR ALL OTHER WARRANTIES. *GEODECISIONS* DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, THE OPERATION OF THE DELIVERABLES, PROGRAMS AND MATERIALS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Client acknowledges that *GeoDecisions* has made no other representation or warranty of any kind, nature or description, expressed or implied with respect to services or deliverables.
- 4.5 The purpose of this provision is to protect *GeoDecisions* from liability in the event, however unlikely, that any included sale of computer services should become subject to the Uniform Commercial Code (UCC). Under the UCC, this disclaimer is required in the Agreement to avoid an implied warranty by *GeoDecisions* of merchantability and fitness for purpose. Since a program will ultimately do only what the specifications say and may not satisfy a buyer's purposes, it is necessary to protect *GeoDecisions* from the implied warranties of the UCC.

5. **OBLIGATIONS OF CLIENT:**

- 5.1 Client shall designate in writing a person with authority to act on Client's behalf on all matters concerning

this Agreement. Client shall be responsible for coordination with all consultants or others working directly with the Client and all governmental agencies as necessary.

- 5.2 Client shall provide all criteria and full information as to Client's requirements in connection with the project, including existing studies, reports and other available data pertinent to the Scope of Services. Client also agrees to obtain or authorize *GeoDecisions* to obtain or provide additional reports and data as required and furnish to *GeoDecisions* services of others required for the performance of *GeoDecisions*' services hereunder. *GeoDecisions* shall be entitled to use and rely upon all such information and services provided by Client or others in performing *GeoDecisions*' services under this Agreement.
- 5.3 In the event that *GeoDecisions*' services under this Agreement involve software solutions and customized applications using existing Licensed software programs or products, Client agrees, at its own expense, to obtain, comply with all conditions of and maintain the Licensed software programs.
- 5.4 Client shall furnish all legal, accounting and insurance consulting services as may be necessary for its Project, including auditing services, and be responsible for the costs incident to fulfilling the requirements of this provision.
6. **CHANGES/ADDITIONS TO SERVICES:**
 - 6.1 Changes in the Scope of Services, including services of *GeoDecisions*' subconsultants, may occur after execution of this Agreement, without invalidating the Agreement, if requested by the Client and agreed to by *GeoDecisions*, if required by circumstances beyond *GeoDecisions*' control, or if *GeoDecisions*' services are affected by circumstances set forth below. *GeoDecisions* agrees to notify the Client of such circumstances at the time and Client agrees to respond promptly if they do not agree to such change. If Client determines that all or a part of such changes in services are not required, Client shall so advise *GeoDecisions* and *GeoDecisions* shall have no obligation to provide those services. Except for a change due to the fault of *GeoDecisions*, changes in services shall entitle *GeoDecisions* to an adjustment in compensation in accordance with this Agreement.
 - 6.2 The rate of compensation for services provided under this Agreement has been agreed to in anticipation of the orderly and continuous progress of the Project. If any of the following circumstances affect *GeoDecisions*' services for the Project, *GeoDecisions* shall be entitled to an appropriate adjustment in the Schedule and Compensation: (a) Change in the project scope, complexity, budget, instructions or approvals given by the Client; (b) Enactment of or revision to codes, laws or regulations or official interpretations or software that necessitate changes to previously prepared documents or programs; (c) Decisions of the Client not rendered in a timely manner; (d) Preparation for or attendance at a public hearing, a dispute resolution proceeding or a legal proceeding; (e) *GeoDecisions* is required to delay commencement of the work or if, upon embarking upon its work, *GeoDecisions* is required to stop or interrupt the progress of this work as a result of changes in the services requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of the project, or other causes beyond the control of *GeoDecisions*.
7. **INSURANCE:**
 - 7.1 *GeoDecisions* agrees to maintain the following types of insurance relating to this Agreement and *GeoDecisions*' performance of the Services:
 - (a) Workers' Compensation statutory coverage, and Voluntary Compensation coverage, to include Employer's Liability, with a limit of not less than \$500,000 per occurrence; and
 - (b) Broad Form Commercial General Liability Insurance, of \$1 million per occurrence/aggregate, to

include the following coverages: Premises and Operations; Products and Completed Operations; Independent Contractors; Broad Form Contractual Liability; Broad Form Property Damage;

(c) Owned, Non-owned and Hired Vehicles; and Bodily Injury, including but not limited to personal injury and death, in the amount of \$1 million per occurrence/aggregate.

7.2 Insurers who provide coverage for *GeoDecisions* pursuant to this Agreement will have and maintain at least an "A" rating in the latest A. M. Best rating guide. All policies of insurance shall be written by companies, having a certificate of authority and a licensed agent authorized to transact the business of insurance in the state where the Services are being performed.

7.3 *GeoDecisions* will, upon request, provide insurance certificates to Client upon renewal, expiration, or cancellation of any policy for which a certificate has been provided to Client at the time that this Agreement is executed.

8. **SUSPENSION/TERMINATION:**

8.1 If the project is suspended for more than thirty (30) calendar days in the aggregate, *GeoDecisions* shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and start up costs. In addition, there shall be an equitable adjustment in the schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, either party may terminate this Agreement upon giving notice in writing to the other party.

8.2 This Agreement may be terminated by either party at any time upon fifteen (15) days prior written notice to the other party. Upon such termination, the Client shall pay to *GeoDecisions* all monies owed under this Agreement for all work performed up to the date of receipt of written verification, plus any applicable termination costs if *GeoDecisions* is the non-breaching party. Termination costs shall include, but not be limited to, the cost of terminating any contracts, leases or other obligations incurred by *GeoDecisions* in connection with this Agreement.

8.3 If the Client fails to make payment when due or otherwise in breach of this Agreement, *GeoDecisions* may suspend performance of services upon five (5) calendar days notice to the Client. *GeoDecisions* shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement.

8.4 Client agrees that in the event the services of *GeoDecisions* under this agreement are terminated with or without cause, *GeoDecisions* shall not be required to release its files or work product to the Client until such time as payment in full is made for all services and expenses under this Agreement.

9. **OWNERSHIP RIGHTS:**

Both parties shall have the right to use the software programming, documentation or deliverables relating to information technology developed during the course of this Agreement by *GeoDecisions* or jointly by *GeoDecisions* and Client; provided, however, unless otherwise agreed in writing, Client shall limit its use of the software programs and other project deliverables solely to its own internal personnel and purposes. Client further agrees that it shall not copy, lend, distribute, lease, license, make available or dispose of such deliverables to any third party and take reasonable precautions to prevent such programs and deliverables from being acquired by unauthorized persons.

Any data or other materials furnished by Client for use by *GeoDecisions* in connection with the services performed under this Agreement shall remain the property of Client and, upon request, will be returned to Client upon completion of the Agreement.

In the event any work product resulting from *GeoDecisions* services under this Agreement is patentable or copyrightable material, *GeoDecisions* shall have the sole and exclusive rights thereto. Nothing in this Agreement shall be construed so as to preclude *GeoDecisions* from developing and marketing data processing materials which are competitive with those prepared by Client hereunder, irrespective of whether such materials are similar or related to the data processing materials developed by *GeoDecisions* for Client pursuant to this Agreement.

All software, systems, programs, techniques and specifications, and other materials owned by *GeoDecisions* prior to execution of this Agreement used by *GeoDecisions* in conjunction with Client services, shall continue to belong exclusively to *GeoDecisions* whether or not they were specifically adapted by *GeoDecisions* for use by Client.

10. LIABILITY/DISPUTES:

10.1 Each party agrees to indemnify and hold the other party, and their respective officers and employees harmless, from and against claims, suits, actions, and damages, including reasonable attorneys fees, to the extent caused by such parties' willful misconduct or negligent errors or omissions during the performance of this Agreement.

10.2 *GeoDecisions'* liability for damages of any kind due to breach of contract or warranty, error, omission or professional negligence or any tort shall be the total amount paid to *GeoDecisions* under this Agreement or \$50,000, whichever is less. This limitation shall be deemed to be a part of the negotiated terms of the Agreement. *GEODECISIONS* SHALL IN NO EVENT BE LIABLE FOR LOSS OF PROFIT, IN-DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, GOOD WILL, OR OTHER DAMAGES SUFFERED BY CLIENT OR OTHERS, ARISING OUT OF THIS AGREEMENT OR ITS BREACH OR AS A RESULT OF THE USE OF ANY DELIVERABLES.

10.3 Any claim, controversy or dispute between the parties to this Agreement arising out of or in connection with this Agreement, or any breach thereof, of the project, shall prior to the institution of any legal proceeding, and upon the request of either party, be submitted to the senior officers of each party to this Agreement. In the event that the senior officers cannot agree, either party may request mediation and, if both parties agree, the matter shall be submitted to mediation. Upon written notice, the parties shall select a mediator acceptable to both parties in order to resolve the dispute. This Agreement shall be enforced in and governed by the laws of Pennsylvania.

11. MISCELLANEOUS:

11.1 The services to be performed by *GeoDecisions* under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of *GeoDecisions* toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, of any of them. Neither party shall have the right to assign any rights under this Agreement without the prior written permission of the other party.

11.2 *GeoDecisions* will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency is created by this Agreement or by *GeoDecisions'* performance of the Services. Neither party shall have any right to enter into any contracts or commitments in the name of, or on behalf of the other or to bind the other in any respect whosoever. Subject to the terms and conditions of this Agreement, each party shall exercise its own discretion to select the means to be employed and the manner to be followed in carrying out its obligations.

11.3 The parties hereby covenant and agree that during the term and for a period of one year after the

termination of this Agreement, or any extensions or renewals thereof, neither party will directly or indirectly solicit, employ, hire or retain any employees of the other party or its affiliates without such parties' prior written consent.

- 11.4 Under no circumstance shall any employee, stockholder, officer or agent of *GeoDecisions* have any individual professional liability to the Client in addition to, or in excess of, *GeoDecisions*' liability under this Agreement. Notwithstanding the aforesaid, in the event any judgment is entered against any such individual, Client shall look exclusively to the assets of *GeoDecisions* for satisfaction of said judgment.
- 11.5 In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.
- 11.6 This Agreement and the attachments hereto constitute all the terms and conditions under which professional services will be performed under this Agreement, which terms may not be amended except in writing signed by all parties.

SCOPE OF SERVICES

The scope of services for the initial project includes the following tasks:

APPROACH

GeoDecisions will support for the upgrade of ArcServer from 10.1 to 10.2 by providing the services of senior developer, Matt Zettlemoyer. The tasks involved will include the following:

- ArcServer upgrade from 10.1 to 10.2 – GeoDecisions will support the City of De Pere by overseeing the upgrade of this server and making sure the new set-up is working properly.
- GeoPRIME maintenance – GeoDecisions will ensure that GeoPRIME tools, services, and other functionality are working properly following the server upgrade.

SCHEDULE

The work will be completed approximate 2 weeks after receiving notice to proceed for this initial task.

ONGOING SUPPORT

GeoDecisions can provide additional services to the City of De Pere as requested. Task Orders can be added to this Professional Services Agreement via reference and mutual agreement.

FEE SCHEDULE

Cost

GeoDecisions will provide support for a maximum of 13 hours at a rate of \$125/hr. The maximum cost of the project will be \$1,625.00; however, the City of De Pere will only be invoiced for the time needed to complete the project. Following the successful install of ArcGIS Server 10.2 and the proper checks of GeoPRIME following the server upgrade, the city of De Pere will be invoiced.

Future fees will be defined within individual Task Orders

RESOLUTION #13-132

AUTHORIZING PROFESSIONAL CONSULTING SERVICES AGREEMENT
WITH GEODECISIONS

WHEREAS, the City is in need of support service during its ArcGIS server upgrade; and

WHEREAS, GeoDecisions has offered to provide such support service to the City along the terms and conditions provided in the GeoDecisions Agreement for Professional Consulting Services Agreement, attached hereto and incorporated by reference as Exhibit A; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the GeoDecisions Agreement for Professional Consulting Services Agreement (Exhibit A), subject to such changes as deemed necessary 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 15^h day of October, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: October 15, 2013

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Resolution #13-133, Authorizing Acceptance of Crime Prevention Foundation Grant

The police department has received a grant of \$1,200 from the Crime Prevention Foundation of Brown County through the Greater Green Bay Community Foundation. The grant is specifically earmarked for supporting the De Pere Citizens Police Academy.

Some of the costs involved in providing the program are distinctive shirts worn while participating in sanctioned events, binders, printing and office supplies, demonstration Taser cartridges, ammunition, and other costs associated with using outside facilities (NWTC Range, etc.).

The program is much desired in the community by noting the number of applicants over our participant limit for the current academy, and the police department would like to continue to provide it to the public.

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

ATTACHMENTS:

- Reso13-133 (DOCX)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Walsh, Lueck, Crevier, Donovan, Rafferty

HISTORY:

10/08/13 Finance/Personnel Committee ADOPTED

RESOLUTION #13-133

AUTHORIZING ACCEPTANCE OF CRIME PREVENTION FOUNDATION GRANT

WHEREAS, the De Pere Police Department has been awarded a \$1,200 grant from the Crime Prevention Foundation through the Greater Green Bay Community Foundation; and

WHEREAS, the Police Department intends to use the grant money for the De Pere Citizen Police Academy; and

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

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council gratefully accepts the grant from the Crime Prevention Foundation and thanks them for its support of the Citizens Academy in De Pere.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso13-133 (1437 : Resolution #13-133, Crime Prevention Foundation Grant)

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: October 15, 2013

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #13-134, Authorizing and Approving a Revocable Occupancy Permit for St. Norbert College for Irrigation System Installation and Maintenance.

St. Norbert College has requested a revocable occupancy permit to install an irrigation system for the Kress Inn to be located within the street right-of-way at Third and Reid. (See attached request)

Staff recommends granting a revocable occupancy permit as requested.

If you have any questions on this matter please feel free to contact me.

ATTACHMENTS:

- Reso13-134 (DOCX)
- St. Norbert College 10-13-164-005-13 (DOCX)
- Exhibit A - St. Norbert College (PDF)
- SNC Request for Revocable Occupancy-Kress Inn (PDF)

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Walsh, Boyd, Kneiszel, Bauer, Heuvelmans

HISTORY:

10/07/13	Board of Public Works	ADOPTED
----------	-----------------------	---------

RESOLUTION #13-134

AUTHORIZING AND APPROVING A REVOCABLE OCCUPANCY PERMIT
FOR ST. NORBERT COLLEGE FOR IRRIGATION SYSTEM
INSTALLATION AND MAINTENANCE

WHEREAS, St. Norbert College has requested a Revocable Occupancy Permit from the City of De Pere to allow for the installation and maintenance of an irrigation system in City right-of-way; 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 Revocable Occupancy Permit (Exhibit 1) 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 15th day of October, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso13-134 (1429 : Resolution #13-134, Revocable Occupancy Permit ? St. Norbert College)

REVOCABLE OCCUPANCY PERMIT

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

Grantor: City of De Pere (“City”)

Locations of Encroachment: City right-of-way abutting Parcel WD-216
at Reid and Third Streets
See attached Exhibit A

Purpose of Encroachment: Irrigation System Installation and Maintenance

The purpose and occupancy of the public right-of-way referenced above as allowed by this permit is conditioned upon Permittee’s compliance with the following provisions:

1. This permit authorizes St. Norbert College to utilize portions of the areas noted on the attached Exhibit A, incorporated herein by reference, for purposes of installation and maintenance of an irrigation system.
2. Permittee shall restore the condition of the encroachment area to a condition similar to that in existence before use as allowed hereunder after installation and after removal of the irrigation system.
3. Permittee shall notify the City Director of Public Works (“Director”) when the irrigation system is no longer required. Permittee shall also notify Director when the restoration of the encroachment area has been completed.
4. Notwithstanding the foregoing, if the property identified herein is required for another use at any time deemed by the Director to be inconsistent with the continued use or occupancy under this permit, or if the Director determines that the encroachments authorized under this permit create conditions adverse to the best interests of pedestrian and other City property users, or presents a threat to public safety, then Permittee, upon notification by the Director, shall promptly remove the encroachments from their location
5. No other use of the above described property is permitted except that specifically approved hereby.
6. Permittee shall save and hold the City 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 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. Permittee shall maintain a general liability insurance policy on its business operations and shall produce a Certificate of Insurance demonstrating to the satisfaction of the City that the City is named as an

additional insured for purposes of this agreement and adequately protected thereunder, which shall be attached to this permit as Exhibit B.

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 areas subject to this permit to original condition and for City to maintain any action at law or in equity to require such action with the costs thereof paid by Permittee.
8. Permittee shall comply with all City and State permitting and construction requirements.
9. This permit is not assignable without the prior written consent of City.
10. Permittee shall, prior to commencing work hereunder, become a member of a utility locator service (i.e., Diggers Hotline) for purposes of providing the location of the irrigation system during construction within the City right-of-way.
11. Notices permitted or required hereunder shall be sent via first class mail to:

If to Permittee:

Robert Erdahl
St. Norbert College
100 Grant Street
De Pere, WI 54115

If to De Pere:

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 _____, 2013.

ST. NORBERT COLLEGE

CITY OF DE PERE

Print Name:
Title:

Michael J. Walsh, Mayor

Shana L Defnet, Clerk-Treasurer

H:\jdupont\ROP\2013\St. Norbert College 10-13-164-005-13.docx

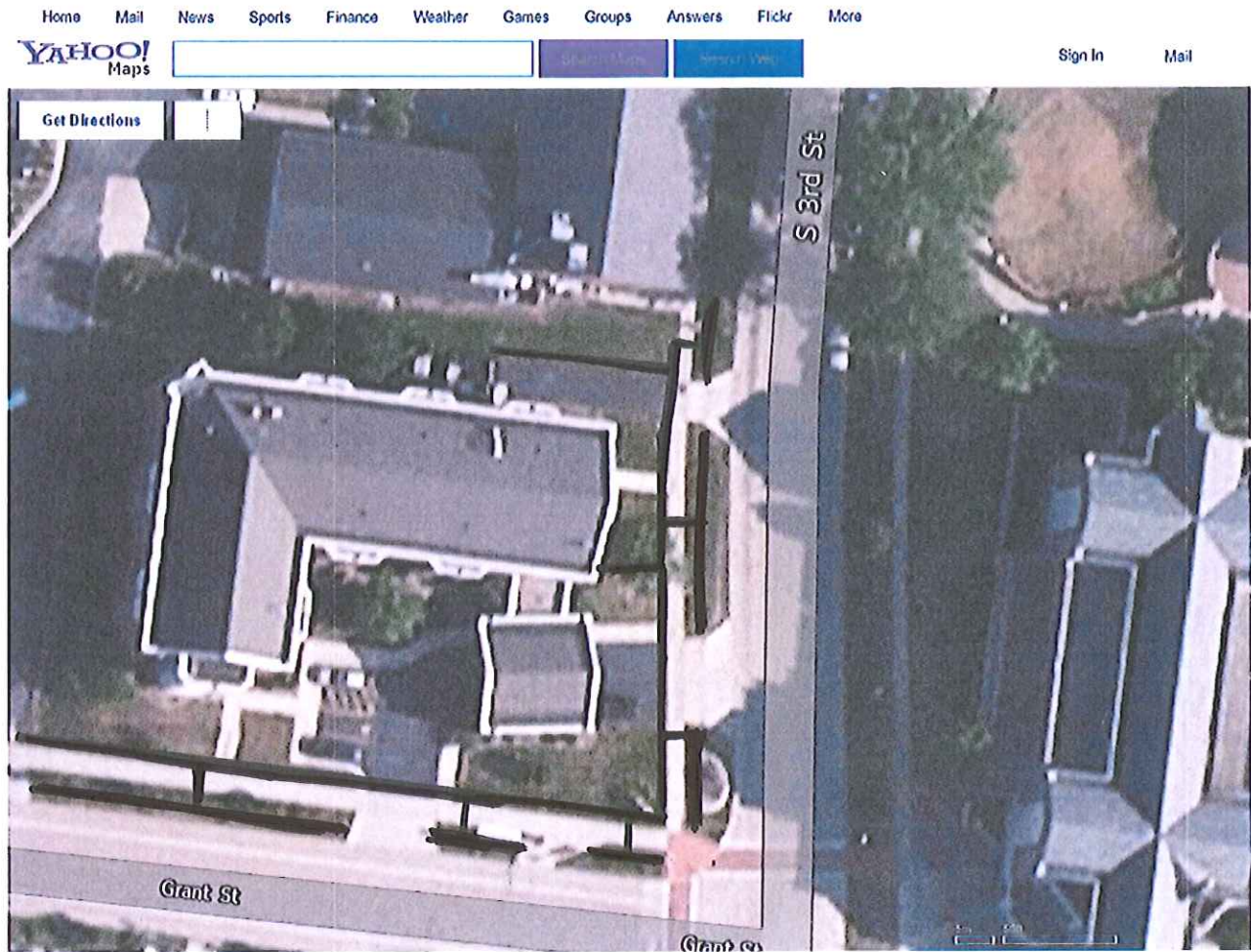


Exhibit A

[Terms of Use](#) [Privacy](#) [Feedback](#) ©2013 Yahoo!



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

September 24, 2013

To whom it may concern:

St. Norbert College respectfully requests a Revocable Occupancy Permit to install an irrigation system at the Kress Inn located at the corner of Reid Street and Third Street. A portion of the irrigation system will be installed on city property between the sidewalks and both Reid Street and Third Street.

The irrigation system will be connected to city water in the basement of the Kress Inn.

A permit has been obtained for the connection and a RPZ valve has been installed.

All of the piping will be 1 inch poly pipe bored 12 inches deep.

The pipe will be bored under the sidewalks in 6 locations.

An excavation permit has been obtained and the Engineering Department has all supporting documents.

Please contact me at 920-621-7415 with any questions.

Sincerely,

Robert Erdahl

Grounds & Vehicles Manager

St. Norbert College

August 8, 2013

City of De Pere

Attn: Engineering Department 925 S Sixth Street

De Pere, WI 54115

To whom it may concern:

St. Norbert College requests permission to install an underground irrigation system at the Kress Inn located at the corner of Grant Street and 3rd Street.

The irrigation system will be connected to city water in the basement of the Kress Inn.

A permit will be taken out by our plumbing contractor and a RPZ valve will be installed.

All of the pipes will be 1" poly pipe and bored 12" deep.

We will bore under the sidewalk in 6 locations in order to irrigate 6 areas of lawn in the parkways.

I have included the following documents:

- An excavation permit application along with a check for the \$100.00 fee.

- An aerial photo of the property with the proposed piping network indicated in black.

- A copy of the irrigation contractor's proposal.

- Five year warranty agreement

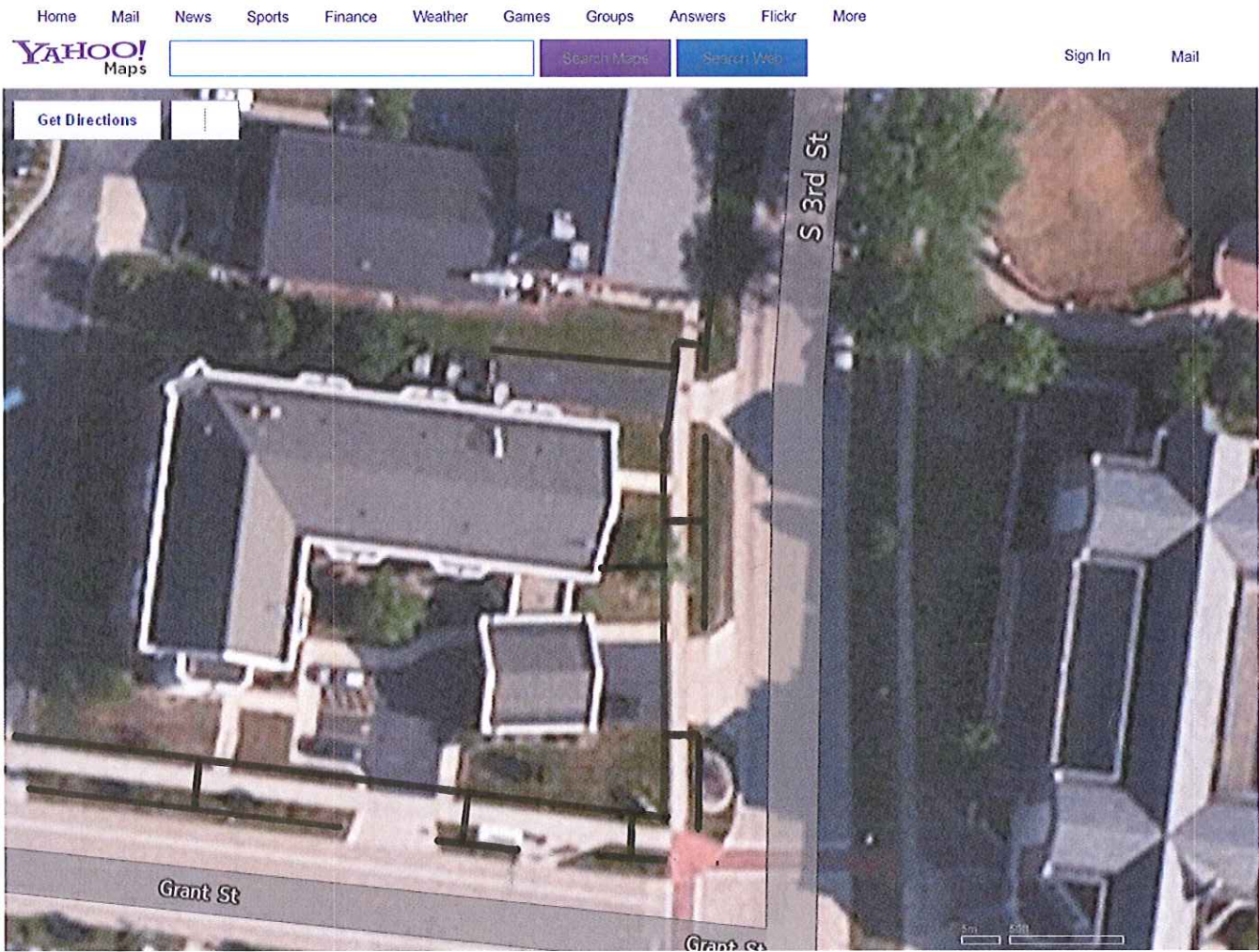
Please contact me with any questions @ 920-621-7415.

Sincerely,



Robert Erdahl

Manager of Grounds & Vehicles - St. Norbert College





FOX VALLEY IRRIGATION, INC.

1302 Emilie Street
Green Bay, WI 54301
(920) 437-7990
(920) 435-6288 Fax

Date: August 5, 2013

AUTOMATIC SPRINKLER SYSTEM PROPOSAL

Submitted To:

Name: St Norbert College, Attn: Bob Erdahl
Street:
City: **State:** WI **Zip:**
Phone: (920) 621-7415 Cell

Job Site Address:

Name: Kress Inn
Street:
City: **State:** **Zip:**
Note: 9 zones and 64 heads, 130 feet of boring, rain sensor, one year free winterization, and five year warranty.

We hereby propose to furnish and install the following:

Rotary Sprinkler Heads, Irrigation Control Wire, Backflow Preventor,
Pop-Up Spray Heads, Clamps, Saddles, Turnseal Fittings, Valve Boxes,
Valves /Box Markers, One-Inch Poly Pipe, Future Add-On Capabilities.

FVI is not responsible for any **unmarked** cable, pipe, or other underground components that are damaged by its workers. FVI is also not responsible for any damaged underground materials that are not buried according to the specifications provided by law. All materials are guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of **\$7,250.00**. **Plumbing and electrical are NOT included.**

Any alterations or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner advised to add automatic sprinkler system to homeowners policy. Workmen's Compensation covered on above work to be covered by Fox Valley Irrigation, Inc.

TERMS OF PAYMENT

Cash or Check

Proposal:	<u>\$7,250.00</u>
Down Payment 50%:	<u>\$3,625.00</u>
Total Due Upon Completion	<u>\$3,625.00</u>

Note: Completion of job means all irrigation components have been installed and water start-up and operational instruction has taken place. If FVI services are rendered in November and water start-up and operational instruction do not occur until the following spring, full payment is still due in the month of November. If payment is not remitted upon completion of job (outlined above), you agree to pay a 1.5% per month late charge (18.0% annum) or the highest rate allowed by law. Late charges start the following day.

Respectfully submitted by: Timothy P. White, Owner, Fox Valley Irrigation, Inc.

Note: This proposal may be amended by Fox Valley Irrigation, Inc. if not accepted within 15 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted by: Bob Erdahl

(print customer name)

Timothy P. White

(print FVI employee name)

(customer signature)

(FVI employee signature)

Date: _____

Date: _____

Please retain one copy of signed proposal and mail second copy along with down payment to FVI Inc.

www.foxvalleyirrigation.com

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

MEETING DATE: October 15, 2013

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #13-135, Opposing Senate Bill 338 Expanding Town Authority to Create Tax Increment Financing Districts.

ATTACHMENTS:

- Reso13-135 (DOCX)

RESOLUTION #13-135

OPPOSING SENATE BILL 338 EXPANDING TOWN AUTHORITY
TO CREATE TAX INCREMENT FINANCING DISTRICTS

WHEREAS, 2013 Senate Bill 338 (SB 338) seeks to expand Town authority to create Tax Increment Financing (TIF) Districts so that Towns with an equalized value of \$500,000.00 or more and a population of at least 5,000 people would have TID authority identical to Cities and Villages; and

WHEREAS, TIF is a financing tool created by the Legislature years ago to promote orderly growth and private investment in municipalities that provide the full array of public services by allowing those municipalities to recoup the considerable public investment needed to redevelop blighted urban areas and to create suitable areas for industrial growth, none of which are applicable to Towns; and

WHEREAS, Towns are not required to provide the same level of police, fire, rescue or other costly municipal services to their residents and property owners; and

WHEREAS, giving TIF financing authority to Towns therefore unfairly places Cities and Villages at a distinct disadvantage in recruiting private development due to unequal public investment costs needing to be recouped through tax increment; and

WHEREAS, bestowing full TID authority upon Towns will foster unplanned growth and urban sprawl in contravention of legislatively required ‘Smart Growth’ comprehensive requirements of Wis. Stats. §62.23(3) and obstruct orderly annexation of property by municipalities, the only legislatively sanctioned method of municipal growth; and

WHEREAS, SB 338 was introduced on October 8, 2013 and a public hearing was held by the Committee on Economic Development and Local Government on October 10, 2013.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council hereby voices it considerable opposition to SB 338 and directs the Clerk-Treasurer to so notify its State Senators and Representatives of the same by providing them a copy of this Resolution and further calls for the Senate to hold an additional public hearing on such Bill so as to provide the public with an opportunity to learn about the proposal and provide comment.

BE TI FURTHER RESOLVED THAT:

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

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

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 15, 2013

DEPARTMENT: Planning

FROM: Carey Danen

SUBJECT: Resolution #13-136, Authorizing Redevelopment Agreement
Between the City of De Pere, the Redevelopment Authority of the
City of De Pere and VHC, Inc.

ATTACHMENTS:

- Reso13-136 (DOCX)
- Redevelopment Agreement - VHC, Inc final 10-11-13-175-001-13 (DOCX)
- Exhibit A - VHC (PDF)
- Exhibit B - VHC (PDF)

RESOLUTION #13-136

AUTHORIZING REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF DE PERE,
THE REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE AND VHC, INC.

WHEREAS, the City and its Redevelopment Authority (RDA) desire to encourage economic development, development of underutilized land, expansion of its tax base and creation new jobs within the City; and

WHEREAS, the City created Tax Incremental District No. 5, City of De Pere (TID #5) for the benefit of the West Side Redevelopment Project District wherein the Council determined that not less than 50% of the area in said District was in need of rehabilitation or conservation work; and

WHEREAS, Wis. Stats. §§66.1337 and 66.1331 empower cities to assist redevelopment projects by lending or contributing funds and performing other actions of a character which the City is authorized to perform for other purposes; and

WHEREAS, RDA and City have determined that development of multi-family housing consisting of two “row house” style buildings and one three-story apartment building, together with landscaping and parking facilities, in the underutilized TID #5 area bounded by College Avenue and Grant Street would be desirable for the City and that the development more fully described in the Agreement will promote the revitalization and economic stability of TID #5 and;

WHEREAS, the RDA has reviewed the Redevelopment Agreement Between the City of De Pere, the Redevelopment Authority of the City of De Pere and VHC, Inc., attached hereto and incorporated as Exhibit 1, and believes it to be in the interests of the RDA and City to enter into such Agreement

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby adopts and approves of the Redevelopment Agreement attached as Exhibit 1 and thereby authorizes and directs the Mayor and Clerk-Treasurer execute such Agreement.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**REDEVELOPMENT AGREEMENT BETWEEN
THE CITY OF DE PERE, THE REDEVELOPMENT AUTHORITY
OF THE CITY OF DE PERE AND VHC, INC.**

THIS AGREEMENT is entered into on this _____ day of _____, 2013
by and between the City of De Pere, a Wisconsin municipal corporation (“City”), the
Redevelopment Authority of the City of De Pere, Wisconsin, a public body corporate and politic
(“RDA”) and VHC, Inc., a Wisconsin Corporation (“Developer”).

WITNESSETH THAT:

WHEREAS, Wis. Stats. §66.1105, provides the authority and establishes procedures by
which the City may undertake redevelopment projects within blighted areas of the City and
finance such projects through the use of tax incremental financing; and

WHEREAS, on August 26, 1996, the City adopted a Project Plan for the West Side
Redevelopment Project and a resolution creating “Tax Incremental District No. 5, City of De Pere”
(TID #5) as and for the benefit of such West Side Redevelopment Project; and

WHEREAS, in the resolution creating TID #5, the Common Council found that not less
than 50% of the area included in the West Side Redevelopment Project District was in need of
rehabilitation or conservation work, and that the project described in this Agreement would serve
to rehabilitate the area; and

WHEREAS, Wis. Stats. §§66.1337 and 66.1331 empower cities to assist redevelopment
projects by lending or contributing funds and performing other actions of a character which the
City is authorized to perform for other purposes; and

WHEREAS, RDA and City have determined that development of multi-family housing
consisting of two “row house” style buildings and one three-story apartment building, together

Attachment: Redevelopment Agreement - VHC, Inc final 10-11-13-175-001-13 (1482 : Resolution #13-136, VHC)

with landscaping and parking facilities, in the underutilized TID #5 area bounded by College Avenue and Grant Street would be desirable for the City and that the development more fully described in this agreement will promote the revitalization and economic stability of TID #5 and;

WHEREAS, Developer has contacted RDA and City to express interest in investing in the redevelopment of this neighborhood, and RDA has determined that Developer is qualified to conduct this redevelopment project.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1. The following terms as used herein shall have the following meanings:

- A) “Assessed Value” has the meaning set forth in Wis. Stats. §70.32
- B) “City” means the City of De Pere.
- C) “Completed project” means the substantial completion of Phases I and II of the Project.
- D) “Developer” means VHC, Inc. and its successors and assigns.
- E) “Duration of TID #5” means no later than December 31, 2023.
- F) “Guaranteed Value” means as follows:
 - 1. \$1.9 million dollars as of January 1, 2015; and
 - 2. \$4.1 million dollars as of January 1, 2016.
- G) “Project”, “Redevelopment”, or “Redevelopment Project” means the proposed multi-family housing development consisting of two “row house” style buildings and one three-story apartment

building, together with landscaping and parking facilities, as shown in the concept site map, attached hereto and incorporated by reference as Exhibit A.

- H) “Payment in lieu of tax” means a payment to City calculated yearly which is the difference between the taxes paid upon the assessed value of each phase and the taxes which would have been paid upon the Guaranteed Value.
- I) “Project Area” refers to the real estate depicted on, shown and listed on the certified survey map attached hereto and incorporated by reference as on Exhibit B.
- J) “Substantial completion” shall mean that Developer has sufficiently completed the project so that a Certificate of Occupancy has been issued by the City of De Pere Building Inspector.

ARTICLE II

THE REDEVELOPMENT PROJECT

Section 1. Project Description. Developer agrees to finance and construct a multi-family development as follows:

- A. Phase I: Shall consist of two “row house” style buildings along Grant Street totaling approximately 17,600 square feet, providing not less than eleven (11) residential units combined, together with landscape and surface parking facilities. Said Project shall be constructed upon the real

property described as Lot 1 on Exhibit B.

- B. Phase II: Shall consist of a three-story apartment building off of College Avenue, totaling approximately 29,000 square feet, together with landscaping, surface and underground parking facilities. Said Project shall be constructed upon the real property described as Lot 3 on Exhibit B.

Section 2. Plan Approval.

- A. Developer has received Phase I site plan approval from the City and RDA.
- B. Developer shall, prior to commencing construction of Phase II of the Project, obtain approval of the RDA and City Plan Commission of the design, site and landscape plans, which shall all be in compliance with all codes and requirements of the City.
- C. City shall take all necessary steps to facilitate approval of the submitted plans.

ARTICLE III

CITY AND RDA OBLIGATIONS

Section 1. Site Ownership.

The City warrants that it has fee title to the real property identified as Lots 1 and 3, Volume 50, Certified Survey Maps page 106, Brown County Map No. 7353, as shown on Exhibit B.

Section 2. Transfer of City Owned Property to Developer.

City shall transfer to Developer by warranty deed, free and clear of all encumbrances (excepting reasonable and customary easements and

restrictions of record), the real property identified on Exhibit B prior to commencement of construction by Developer. Such closing shall take place not more than thirty (30) days after this Agreement is executed by all parties.

Section 3. City Utility Locations and Site Preparation. Developer shall be responsible for any utility (including sewer lateral, water lateral, storm sewer lateral, telephone, electric, gas and cable) relocations required as a result of the Redevelopment Project. Developer shall also be responsible for all site preparation, including extension of all utilities from the current location on to the Project site.

Section 4. Access To / Entry Upon City Property. City shall, upon reasonable notice, permit Developer or its agent(s) to enter upon the City owned property within the Project Area prior to deed transfer to make such studies or take such samples of the site as are reasonable and customarily obtained on projects such as this. Developer agrees to hold harmless and indemnify the City and RDA, and their respective agents, officials, employees, or officers, for and against any and all injury that may occur to Developer or its agent(s) or employee(s) or to third parties as a result of such access.

Section 5. Environmental Warranties and Indemnities.

- A. The City and RDA make no representations whatsoever concerning the environmental history, condition or status of the City owned property within the Project Area. Further, Developer acknowledges that neither

City and/or RDA have conducted either a Phase I or Phase II Environmental Audit of the Project Area. That being said, Developer is satisfied with its own information and knowledge concerning past use(s) of the property that it will not require the City or RDA to complete either a Phase I or Phase II study.

- B. Developer may conduct its own Environmental Inspection and Audit at its sole discretion to determine the extent, if any, of any environmental contamination pertaining to the City owned property. Additionally, should such study reveal adverse environmental conditions, Developer may, at its option, after conferring with the other party, terminate this Agreement. Such termination notice shall be served upon City and RDA within sixty (60) days of Developer being given access to enter upon the subject property for testing purposes. Should Developer not terminate this Agreement as provided herein, Developer agrees to fully defend, indemnify, and save harmless the City and RDA from any encumbrances or claims, including environmental claims which may be made against them, individually or jointly, concerning the project area in accordance with Article V, Section 1.

Section 6. Consideration for Land Transfer.

- A. City and RDA acknowledge that the Project Area was part of an earlier redevelopment effort which was not fully completed by the previous Developer and that such project area is and has been underutilized and a

blight in the West Side Redevelopment Area since that time. For those reasons and for the reasons set forth below, the consideration for transfer of the Project Area to Development shall be \$1, together with the rights, duties and obligations contained in this Agreement.

- B. The City acknowledges that Developer's Redevelopment Project will eliminate blight and provide property redevelopment for the West Side Redevelopment Area started in 1996. City and RDA further acknowledge that this Redevelopment Project and the Guaranteed Value pledged will provide significant tax increment for TID #5 which will assist in repayment of debt incurred by the City in its redevelopment of the West Side Business District since 1996. Development of this underutilized blighted parcel will not only increase the tax base through increment but will bring residents into the City by providing sought after condominium and multi-family housing, thereby benefiting the City and its commercial and retail establishments. Finally, City and RDA also acknowledge that, but for the transfer of the Project Area to Developer for the above consideration, this Redevelopment Project would not take place.
- C. Failure to proceed with project. If Developer fails to proceed with the project by meeting its obligations in Article IV of this Agreement, City may proceed to declare Developer in default of this agreement and proceed according to Article VII.

ARTICLE IV

DEVELOPER OBLIGATIONS

Section 1. Financing. Developer warrants that neither City nor RDA will, in any way, be obligated in any manner to arrange, guarantee, or otherwise participate in obtaining financing for the Project.

Section 2. Construction Parameters.

A. Phase I.

1. Developer warrants that Phase I of the Redevelopment shall consist of two “row house” style residential buildings totaling approximately 17,600 square feet in size, which shall be of first class quality construction and which shall comply with the design site, and landscape plans approved by the RDA and City Plan Commission. Further, such Development shall include landscaping and other site amenities and surface vehicular parking areas of such size and configuration to comply with the City zoning code.
2. Developer also agrees that it will construct along the site perimeter of Lots 1 and 3 adjacent to the Canadian National Railroad (formerly Fox Valley & Western) right-of-way, a fence impervious to view which is sufficient to prevent entry onto the railroad right-of-way through such fence in conjunction with the Phase II construction.

- B. Phase II. Developer warrants that Phase II of the Project shall be a three-story multi-family residential building totaling approximately 29,000 square feet in size, which shall be of first class quality construction with a substantially all brick exterior and which shall further follow the design, site and landscape plans approved by the RDA and City Plan Commission. Such building shall be complimentary in appearance to the multi-family residential units located on adjacent property at 420-450 College Avenue. Such Development shall include landscaping and surface and underground vehicular parking areas of such size and configuration to comply with the City zoning code.
- C. Valuation. City shall assess the Redevelopment Project in accordance with the real estate valuation requirements for similar multi-family developments under Wis. Stats. §70.32.
- D. Guaranteed Value. For the Duration of TID #5, the Developer guarantees and warrants that, as of January 1, 2015, the Guaranteed Value of the Project will be One Million Nine Hundred Thousand Dollars (\$1,900,000). Developer further guarantees and warrants that as of January 1, 2016, the Guaranteed Value of the Project shall be Four Million One Hundred Thousand Dollars (\$4,100,000). Should the Assessed Value of the Project be less than the Guaranteed Value, Developer agrees to make a payment in lieu of tax as set forth herein.

E. Payment in Lieu of Tax

1. Calculation and Payment During Existence of TID #5. For the Duration of TID #5 Developer agrees that, if the Assessed Value for Phase I or the Completed Project does not equal the Guaranteed Value, it will make a payment in lieu of tax to City (the “Deficit Payment”) equal to the difference in taxes to be collected due to the shortfall in the assess value. Such Deficit Payment shall be determined as follows:
 - a. The amount of the Deficit Payment shall be determined by subtracting the assessed value from Guaranteed Value. That number shall be multiplied by the mil-rate for all taxing jurisdictions established for the prior tax year for the west side of De Pere, with the product being due and payable by Developer to the City on or before October 15 of the year in which it is levied.
 - b. If not paid in full by October 15 of the year in which it was due, the amount determined under the process identified above shall become a lien on the property as a special charge under Wis. Stats. §66.0627.
 - c. The Deficit Payment obligation shall expire upon the termination of the District (which shall not extend beyond December 31, 2023).

2. Payment and Calculation after TID #5 Closed. Should the Redevelopment or Project Area become tax exempt despite the provisions of Paragraph II.E., below, Developer agrees to make a payment in lieu of tax (PILOT) to City. Such PILOT shall be determined as follows:
- a. The value of the property shall be as determined by the City Assessor as if it were subject to tax under Chapter 70, Wis. Stats. The City Assessor shall notify the property owner of the property valuation and any changes thereto in accordance with and set forth in Chapter 70 Wis. Stats.
 - b. On or before October 15th of each year City shall invoice the property owner for the amount of its payment in lieu of tax, calculated as follows:

Subject property valuation X City tax rate for West Side / \$1000 assessed value

For example, assuming 2013 City West Side property tax rate of \$5.00/\$1,000, if the subject property is valued for PILOT purposes at \$2 million the payment in lieu of tax would be \$10,000 (\$2,000,000 x .005).

- c. Failure of property owner to make its PILOT to the City Clerk-Treasurer on or before November 15th of the year so calculated shall result in the amount due being placed upon the property as a special charge under Wis. Stats. §66.0627.
- F. Restrictions on Use. Developer hereby agrees that it shall not, without the prior written consent of the City, sell or lease any portion of the Redevelopment to an entity whereby such sale or lease would cause such portion of the Redevelopment to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developer's successors and assigns. Developer

further agrees that it will place a restriction in any deed conveying the Redevelopment and the Project Area prohibiting any use of such property which would cause same or any portion thereof to become tax exempt. Should the Redevelopment or Project Area nevertheless become tax exempt, Developer, for itself and its successors and assigns, hereby agrees that an annual payment in lieu of tax shall be made by the then owner of the Redevelopment or Project Area. Such payment in lieu of taxes shall be determined for any given year in accordance with Article IV, Section 2.D. These provisions shall become restrictive covenants on the transfer of ownership of any interest in the subject property.

G. Construction Schedule.

1. Developer shall commence construction of Phase I of the Redevelopment Project within six (6) months of RDA transfer of title of the subject property to Developer.
2. Developer shall commence construction of Phase II of the Redevelopment Project within twelve (12) months of transfer of title to the subject property to Developer.
3. Developer agrees that construction shall proceed with all deliberate speed and the Redevelopment Project in total shall be substantially completed no later than 26 months following commencement of construction.
4. Developer shall obtain Certificates of Occupancy from the

Building Inspector for each Phase of the Project prior to allowing occupancy of the building.

- H. Failure to Comply with Completion Schedule. Developer agrees that time is of the essence as to substantial completion and, unless the construction schedules are extended by written mutual agreement of all parties, if construction is not substantially completed by the timelines set forth above, then City shall, in addition to other remedies available in law or equity under Article VII herein, be entitled to forfeiture of the deposit required under Article IV, Section 5.

Section 3. Equal Opportunity. Developer hereby agrees that it will not permit the sale, lease, or use of the property or facilities within the Project Area by any party who would act or permit unlawful discrimination or restriction in contradiction of Wis. Stats. §111.321.

Section 4. Obligation to Maintain and Repair.

- A. Maintenance of Project Area. Developer shall keep and maintain the Project Area in good repair and working order and will make or cause to be made from time to time all repairs necessary thereto (including external and structural repairs) and renewals and replacements thereof so as to maintain in the City an operational, habitable, and marketable retail and residential development, ordinary wear and tear and obsolescence excepted, and shall keep and maintain such casualty insurance upon the property as is customarily held in developments of like sizes and

characters. All insurance policies required under this Section shall be taken out and maintained with insurance companies authorized to do business in the State of Wisconsin.

To assume the respective risks undertaken, said policies of insurance may be written without deductible amounts but with co-insurance features and the exceptions and exclusions comparable to those in similar policies carried by other companies similarly situated, all of which must be approved by City, which approval shall not be unreasonably withheld. Certification of insurance shall be filed with City prior to Developer commencing of construction of the Projects and each such policy of insurance shall contain a provision that the insurance company shall give City at least thirty (30) days prior written notice of cancellation, non-renewal, or material change during the term of this contract. In the event of the proposed cancellation or non-renewal of any policy by an insurance company, Developer shall secure adequate replacement insurance policies prior to the effective date of such cancellation.

- B. Damage to Development. If the Redevelopment Project, or any portion of it shall be damaged or partially or totally destroyed while Developer owns all or any part thereof, Developer shall promptly repair, rebuild, or restore that property which it owns and has been damaged or destroyed in a manner consistent with the project plan. In the happening of such an event, Developer shall promptly give written notice thereof to City. If said

net proceeds of the property insurance are insufficient to restore the property in a manner consistent with the Project Plan, it shall be the responsibility of Developer to complete the restoration.

- C. Subordination. City and RDA agrees that, upon presentment of a written request from Developer's lender, to subordinate upon reasonable terms and conditions, their interests in the preceding covenant to those of the lender. However, such subordination shall not affect Developer's obligations hereunder to restore the site irrespective of any action of its lender.

Section 5. Liquidated Damages /Penalty Clause. Developer agrees to provide, at the time this Redevelopment Agreement is entered into, a refundable deposit to City and RDA in the form of a performance bond or an irrevocable letter of credit in the amount of \$10,000.00. The deposit shall become forfeit to RDA and City in the event of a default by Developer from any of the terms of this Agreement, which shall constitute compensation to City for expenses incurred as a result of Developer's breach. Developer's obligations for a deposit shall be released by RDA and City upon completion of the Redevelopment Project by Developer by formal acceptance of same by RDA and City, which shall take place within thirty (30) days the substantial completion of Phases I and II.

ARTICLE V

INDEMNIFICATION

Section 1. Claims, Injury, and Property Damage. Except as provided in Article III, Section 3.F., Developer agrees to protect, defend, indemnify, and hold City and RDA, its officers, agents, and employees, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, attorney fees, including those imputed to the City Attorney, or other expenses or liabilities of every kind and character in connection with, or arising directly or indirectly out of, this Agreement and/or arising out of the operations and construction of this Redevelopment Project. This requirement shall apply with equal force to work performed by Developer, its architect, contractor, or any subcontractor, or any other party directly or indirectly employed or retained by Developer. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. Developer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at its sole expense and agrees

to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent. Developer agrees that City will, if City deems appropriate, provide any additional reasonable defense to any claim hereunto, the full cost of which shall be borne by Developer.

ARTICLE VI

NOT FOR SPECULATION

Section 1. Developer represents and agrees that its acquisition of the parcels in the Project Area and its undertakings pursuant to this Agreement will be for the sole and express purpose of the redevelopment of the property consistent with the Project Plan and the terms and conditions of this Agreement and are not for the speculation in land holdings. Accordingly, Developer agrees for itself, its successors and assigns, that, except only by way of security for and only for the purpose of obtaining the financing necessary to perform its obligations with respect to making the improvements on the property under this Agreement, Developer has not made and will not make or suffer, cause or permit to be made prior to the substantial completion of the improvements described in the Plan, any total or partial sale, assignment, conveyance or lease, or any trust or power or transfer in any other mode or form of or with respect to this Agreement, the Parcels, the Redevelopment, or any interest of Developer therein or in this Agreement or any other agreement related to the Redevelopment without the prior written approval of the City. This provision shall not,

however, restrict Developer entering into contracts for the individual sale of condominium units.

ARTICLE VII

DEFAULT AND REMEDIES

Section 1. Notice and Right to Cure. A party shall be in default under this Agreement if such party shall fail to carry out or fulfill one or more of its obligations hereunder and such failure shall continue for a period of thirty (30) days following receipt of written notice from the other party specifying such failure; provided, however, that if the nature of the default is such that it cannot be cured within thirty (30) days, a party shall not be in default if it immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion.

Section 2. Remedies.

A. General. If a party does not cure or undertake to cure a default within the time periods set forth in Section 1, above, the non-defaulting party may pursue the remedies provided for in this Agreement or otherwise available at law or in equity.

B. Title to Subject Property.

Reversion of City property. Title to the property transferred by the City pursuant to Article III Section 2, shall revert to City upon Developer's failure to commence construction or obtain a

certificate of occupancy for the subject property. Title to the property, including any improvements thereon shall revert to City in accordance with the law but without any monetary compensation to Developer therefore. Should Developer fail to transfer title thereof to RDA, RDA shall have the right to file an action in Brown County Circuit Court for specific performance to compel the same.

C. Developer's Property.

1. Should Developer fail to proceed or complete the project, Developer agrees to convey, by warranty deed, within 30 days of failing to cure its default, title to the subject property.
2. If Developer fails to convey such property to the City, City shall have the right to petition the Brown County Circuit Court for specific performance, compelling Developer to execute such deed in favor of the City.
3. City agrees that in the event it receives the property from the Developer as a result of Developer's default, City will pay Developer the assessed fair market value of the property at the time of conveyance and less any encumbrances on the property. In the event the result of this calculation is a negative amount, Developer shall be liable to the City for such amount. In the event Developer does not pay such deficiency within thirty (30) days of

demand, City may obtain a judgment against Developer for such amount.

Section 3. Enforced Delay in Performance for Causes Beyond the Control of Parties.

For the purposes of any provisions of this Agreement, neither Developer nor any successor in interest shall be considered in breach or default of its obligations with respect to the beginning and completion of any phase of construction or progress in respect thereto in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault, or negligence including, but not restricted to, acts of God, forces majeure, acts of the public enemy, acts of adjoining property owners, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, breach of contracts by contractors or subcontractors, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of these provisions that in the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of Developer with respect to construction of the improvements shall be extended for the period of the enforced delay as determined in good faith by City; provided that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof and of the cause or causes thereof and requested an extension for the period of the enforced delay. In the event a

delay is caused by unavailable materials or breach of contracts by contractors or subcontractors, Developer shall make a reasonable effort to procure performance and City agrees to grant a sufficient extension to permit such procurement by Developer.

Section 4. Rights and Remedies Cumulative. The rights and remedies of the parties, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same time or different times of any such other remedies for the same event of default of breach or of any remedies for any other event of default or breach by Developer. No waiver made by City with respect to the performance or manner or time of any obligation of Developer under this Agreement shall be considered a waiver of any rights of City to enforce any other obligations of Developer.

ARTICLE VIII

OTHER PROVISIONS

Section 1. Changes. Parties to this Agreement may, from time to time, require changes in the scope of the Agreement. Such changes, which are mutually agreed upon by and between Developer and RDA shall be incorporated in written amendments to this Agreement.

Section 2. Approvals in Writing. Whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or

waivers shall be effective and valid only when given in writing, signed by the duly authorized office of City and/or RDA, and delivered to the party to whom it is directed at the address specified in Section 4 hereunder.

Whenever under this Agreement the consent, approval or waiver of City or RDA is required or the discretion of City or RDA may be exercised, the Mayor and/or the Chair of the RDA shall have the authority to act, as the case may be. Whenever any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld.

Section 3. Inspection of Records. City shall, until one (1) year after a Certificate of Occupancy is issued for the entire Project (Phases I and II), have the right to inspect any and all records, contracts, financial statements, ledgers or written documents which relate to, and are generated by, the responsibilities and obligations of Developer under the terms of this Agreement. This right of inspection shall apply to not only those records and documents that are within the physical control and custody of Developer, but also any records, statements, and documents that may be within the custody and control of third parties or generated by third parties in the performance of the obligations and responsibilities hereunder, including, but not necessary limited to, the architect, contractor, and all subcontractors.

Section 4. Notices and Demands. A notice, demand, or other communication under this Agreement by any party to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally and:

- (a) In the case of Developers:
VHC, Inc.
Attention: David Van Den Heuvel
3090 Holmgren Way
Green Bay, WI 54304
- (b) In the case of the RDA:
Redevelopment Authority for the City of De Pere
Attention: Chair
De Pere City Hall
335 S. Broadway Street
De Pere, WI 54115
- (c) In the case of the City:
City of De Pere
Attention: City Administrator
De Pere City Hall
335 S. Broadway Street
De Pere, WI 54115

Section 5. No Liability of City. City shall have no obligation or liability to the lending institution, architect, contractor, or subcontractor, or any other party retained by Developer in the performance of its obligations and responsibilities under the terms and conditions of this Agreement. Developer specifically agrees that no representations, statements, assurances, or guarantees will be made by Developer to any third party or by any third party which are contrary to this provision.

Section 6. Completeness of Agreement. This Agreement and any addition or

Supplementary documents or documentation incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part hereof shall have any validity or bind any of the parties hereto.

Section 7. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarding in construing or interpreting any of the provisions of this Agreement.

Section 8. Severability. If any provisions of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws and the Project Plan.

Section 9. Recording of Agreement. The Agreement and any and all subsequent modifications thereof or additions thereto shall, upon being duly executed, be recorded with the Register of Deeds for Brown County, Wisconsin.

Section 10. Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto as well as their respective successors, transferees, and assigns. Any transfer of any party's interest under this Agreement or real property described in Exhibits A and B which shall not release the transferor from its obligations hereunder.

Section 11. Covenant Running with the Land. This Agreement, which will be attached to the deed as part of the conveyance, shall be deemed to be, and interpreted as, a covenant running with the land.

Dated this ____ day of _____, 2013.

VHC, INC.
By:

State of Wisconsin)
: SS
Brown County)

Print Name:
Title:

This instrument was acknowledged before me on the ____ day of _____, 2013, by _____ as _____ and _____ as _____ of VHC, Inc.

Print Name:
Title:

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

CITY OF DE PERE
By:

State of Wisconsin)
: SS
Brown County)

Michael J. Walsh, Mayor

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

Shana L. Defnet, Clerk-Treasurer

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

[Signatures continue on following page]

REDEVELOPMENT AUTHORITY OF
THE CITY OF DE PERE
By:

State of Wisconsin)
 : SS
Brown County)

Theodore J. Penn, Chair

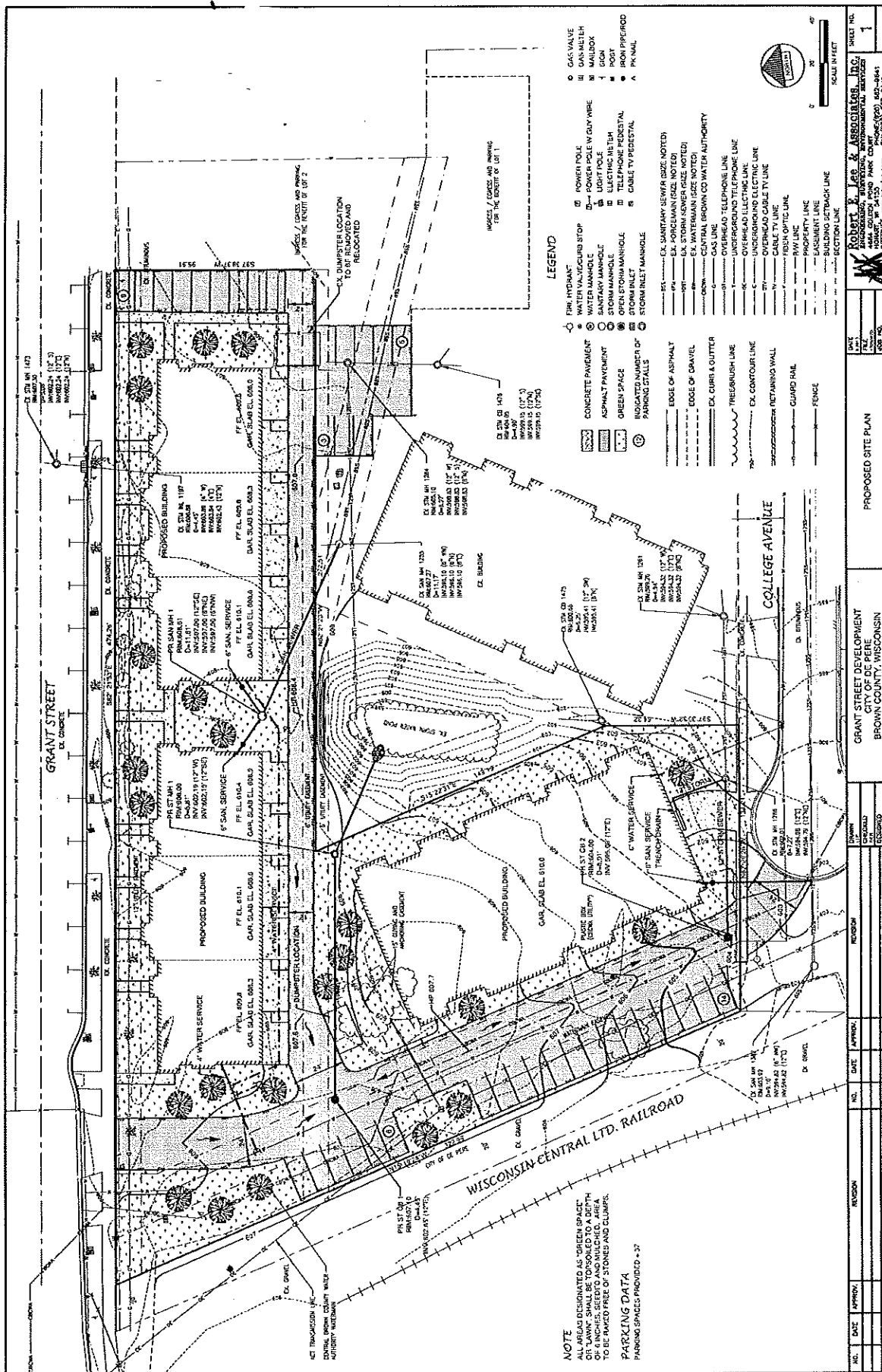
This instrument was acknowledged before me
on the _____ day of _____, 2013,
by Theodore J. Penn, Chair of the
Redevelopment Authority of the City of De
Pere.

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

Drafted by: Judith Schmidt-Lehman

H:\jdupont\Agreements\2013\Redevelopment Agreement - VHC, Inc final 10-11-13-175-001-13.docx

Attachment: Redevelopment Agreement - VHC, Inc final 10-11-13-175-001-13 (1482 : Resolution #13-136, VHC)

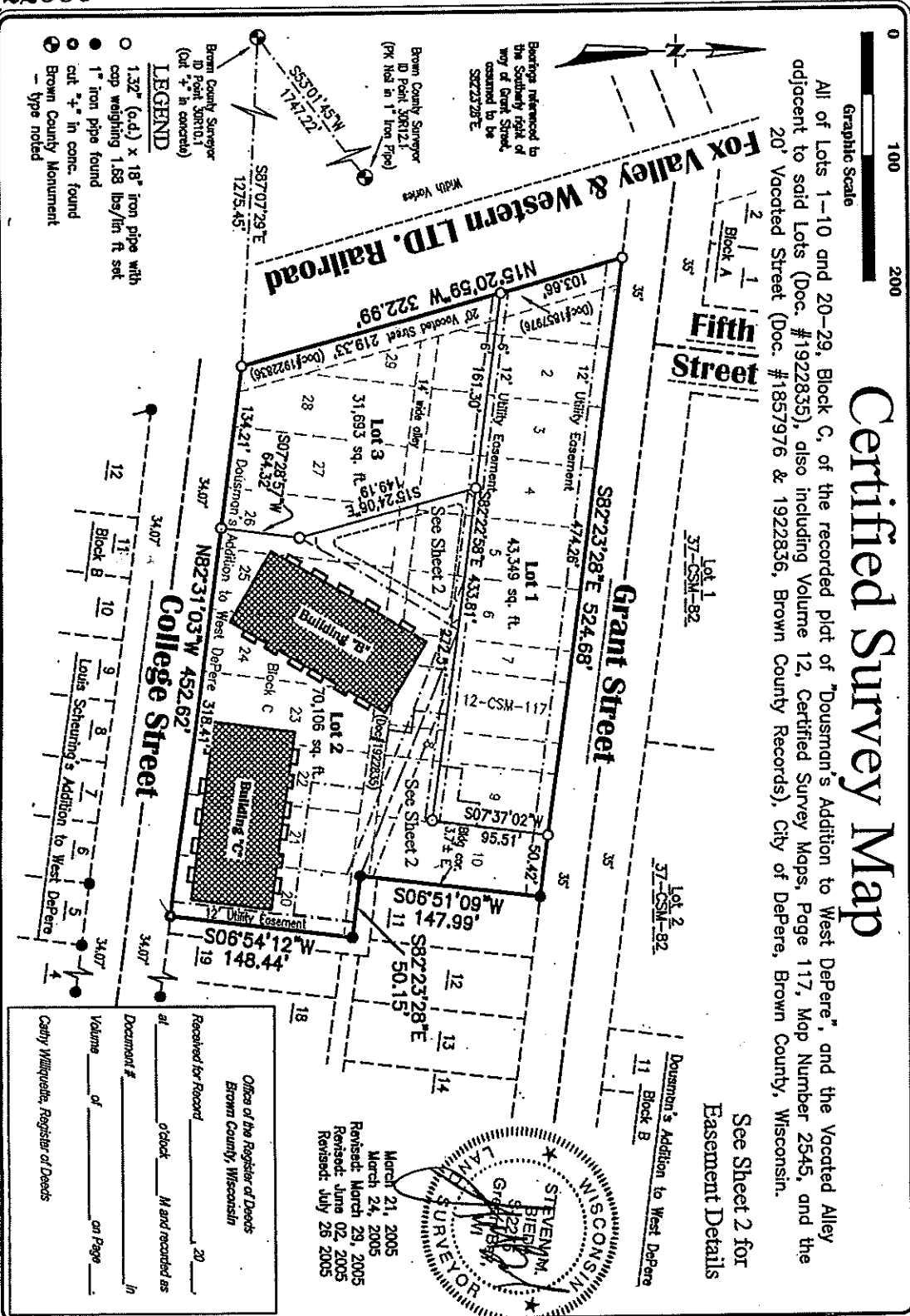


7353

THIS IS AN UNOFFICIAL COPY
Attachment: Exhibit B - VHC (1482 : Resolution #13-136, VHC)
IN THE REGISTER OF DEEDS
OFFICE.

2206690

25.p



Client: Keith Garot Date Drafted: March 24, 2005 AutoCAD No.: G-9202.dwg Drafted By: BAR	Scale: 1"=100' Tax Parcel Number WD-657	Mau & Associates LAND SURVEYING & PLANNING CIVIL & WATER RESOURCE ENGINEERING Phone: 920-434-9670 Fax: 920-434-9672	Sheet One of Four Project No.: G-9202 Drawing No.: L-6524
---	---	--	---

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

MEETING DATE: October 15, 2013

DEPARTMENT: Redevelopment Authority

FROM: Ken Pabich

SUBJECT: Resolution #13-137, Authorizing Amendment to Redevelopment Agreement Between the City of De Pere, the Redevelopment Authority of the City of De Pere and Centre Ville LLC (formerly Medical Arts Complex Medical Center S.C.)

ATTACHMENTS:

- Reso13-137 (DOCX)
- Amendment to MAC Dental Agreement final 10-8-13-190-002-06 (DOCX)
- Exhibit 1 - MAC Dental (PDF)

RESOLUTION #13-137

AUTHORIZING AMENDMENT TO REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF DE PERE, THE REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE AND CENTRE VILLE LLC (formerly Medical Arts Complex Medical Center, S.C.)

WHEREAS, the City of De Pere (“City”), the Redevelopment Authority for the City of De Pere (“RDA”) and Centre Ville LLC (“Developer”) are parties to a Redevelopment Agreement dated June 24, 2008 (“the Redevelopment Agreement”), a copy of which is attached as Exhibit A and incorporated herein by reference; and

WHEREAS, the Redevelopment Agreement contains certain time lines for completion of activities by the parties, including the requirement that Developer commence construction on the Redevelopment Project on or before April 1, 2009; and

WHEREAS, in October 2008, the entire nation experienced what has been termed “the Great Recession” resulting in turmoil in the housing and banking industries, with significant unemployment and widespread economic turmoil; and

WHEREAS, given these unforeseen circumstances, Developer has not been able to commence construction on the Redevelopment Project; and

WHEREAS, the City and RDA have maintained oversight of the Redevelopment Agreement and City staff efforts to assist Developer in its ability to get the Redevelopment project underway during this time of economic crisis; and

WHEREAS, Developer is current on its payment in lieu of tax obligations of the Redevelopment Agreement; and

WHEREAS, Developer has also made progress in its efforts to obtain occupancy commitments sufficient to satisfy post-Great Recession requirements from financial institutions; and

WHEREAS, pursuant to Article VII, Section 3 of the Redevelopment Agreement, the performance of any of Developer's obligations with respect to construction of the Redevelopment Project may be extended due to unforeseeable causes; and

WHEREAS, the RDA has reviewed the Amendment to Redevelopment Agreement Between the City of De Pere, the Redevelopment Authority of the City of De Pere and Centre Ville, LLC, attached hereto and incorporated as Exhibit A, and believes it to be in the interests of the RDA and City to enter into such Amendment.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby adopts and approves of the Amendment to Redevelopment Agreement attached as Exhibit A and thereby authorizes and directs the Mayor and Clerk-Treasurer execute such Agreement.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

AMENDMENT TO THE REDEVELOPMENT
AGREEMENT BETWEEN THE CITY OF DE PERE, THE
REDEVELOPMENT AUTHORITY FOR THE CITY OF DE PERE AND
CENTRE VILLE LLC (formerly Medical Arts Complex Medical Center S.C.)

WHEREAS, the City of De Pere (“City”), the Redevelopment Authority for the City of De Pere (“RDA”) and Centre Ville LLC (“Developer”) are parties to a Redevelopment Agreement dated June 24, 2008 (“the Redevelopment Agreement”), a copy of which is attached as Exhibit 1 and incorporated herein by reference; and

WHEREAS, the Redevelopment Agreement contains certain time lines for completion of activities by the parties, including the requirement that Developer commence construction on the Redevelopment Project on or before April 1, 2009; and

WHEREAS, in October 2008, the entire nation experienced what has been termed “the Great Recession” resulting in turmoil in the housing and banking industries, with significant unemployment and widespread economic turmoil; and

WHEREAS, given these unforeseen circumstances, Developer has not been able to commence construction on the Redevelopment Project; and

WHEREAS, the City and RDA have maintained oversight of the Redevelopment Agreement and City staff efforts to assist Developer in its ability to get the Redevelopment project underway during this time of economic crisis; and

WHEREAS, Developer is current on its payment in lieu of tax obligations of the Redevelopment Agreement; and

WHEREAS, Developer has also made progress in its efforts to obtain occupancy commitments sufficient to satisfy post-Great Recession requirements from financial institutions; and

WHEREAS, pursuant to Article VII, Section 3 of the Redevelopment Agreement, the performance of any of Developer's obligations with respect to construction of the Redevelopment Project may be extended due to unforeseeable causes.

NOW THEREFORE, upon the foregoing, together with such other consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The date by construction of the Redevelopment Project is to commence is changed to September 1, 2014.
2. The notice of default issued by the City and RDA dated October 31, 2012, is rescinded.
3. The revised commencement of construction deadline and default rescission are contingent upon Developer making its payment in lieu of tax for the year 2012, which shall be paid on or before November 15, 2013.
4. All other terms, conditions, requirements, obligations and rights contained in the Redevelopment Agreement, except as expressly modified by this Amendment, shall remain in full force and effect and unaltered by this Amendment.

CENTER VILLE LLC

By: _____

State of Wisconsin)
 : SS
Brown County)

Print Name: _____

Title: _____

This instrument was acknowledged before me
on the ____ day of _____, 2013, by
_____ as _____
and _____ as _____
of Centre Ville LLC.

Print Name: _____

Title: _____

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

[Signatures continue on following page]

City of De Pere
By:

State of Wisconsin)
 : SS
Brown County)

Michael J. Walsh, Mayor

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

Shana L. Defnet, Clerk-Treasurer

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

REDEVELOPMENT AUTHORITY OF
THE CITY OF DE PERE
By:

State of Wisconsin)
 : SS
Brown County)

Theodore J. Penn, Chair

This instrument was acknowledged before me
on the _____ day of _____, 2013,
by Theodore J. Penn, Chair Tem of the
Redevelopment Authority of the City of De
Pere.

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

Drafted by: Judith Schmidt-Lehman

H:\jdupont\Agreements\2013\Amendment to MAC Dental Agreement final 10-8-13-190-002-06.docx

**REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF DE PERE,
THE REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE,
AND MEDICAL ARTS COMPLEX DENTAL CENTER, S.C.**

THIS AGREEMENT is entered into on this 24th day of June, 2008 by and between the City of De Pere, a Wisconsin municipal corporation ("City"), the Redevelopment Authority of the City of De Pere, Wisconsin, a public body corporate and politic ("RDA") and Medical Arts Complex Dental Center, S.C., a Wisconsin Service Corporation, or its assigns ("Developer").

WITNESSETH THAT:

WHEREAS, §66.1105, Wisconsin Statutes, provides the authority and establishes procedures by which the City of De Pere may undertake redevelopment projects within blighted areas of the City of De Pere and finance such projects through the use of tax incremental financing; and

WHEREAS, on October 6, 2006, the City adopted a Project Plan for the East Side Redevelopment Project and a resolution creating "Tax Incremental District No. 7, City of De Pere" as and for the benefit of such East Side Redevelopment Project, which was approved by the joint review board on November 21, 2006 to include the project identified herein; and

WHEREAS, in the resolution creating Tax Incremental District No. 7, the Common Council found that not less than 50% of the area included in the East Side Redevelopment Project District was in need of rehabilitation or conservation work, and that the project described in this Agreement would serve to rehabilitate the area; and

WHEREAS, §66.1337 and §66.1331 Wis. Stats. empower cities to assist redevelopment projects by lending or contributing funds and performing other actions of a character which the City is authorized to perform for other purposes; and

WHEREAS, RDA and City have determined that the development of an upscale multiple story office complex together with parking facilities therefore in Tax Incremental District No. 7 would be desirable for the City and that the development more fully described in this agreement will promote the revitalization and economic stability of Tax Increment District No. 7 and;

WHEREAS, Developer has contacted RDA and City to express interest in investing in the redevelopment of this neighborhood, and RDA has determined that Developer is qualified to conduct this redevelopment project.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1. The following terms as used herein shall have the following meanings:

- 1) "Assessed value" has the meaning set forth in §70.32 Wis. Stats.
- 2) "City" means the City of De Pere.
- 3) "Developer" means Medical Arts Complex Dental Center, S.C. and its successors and assigns.
- 4) "Guaranteed Value" means the amount of Seven Million Eight Hundred Thousand Dollars (\$7,800,000.00) for the Project.
- 5) "Project", "Redevelopment", or "Redevelopment Project" means the proposed multiple story office development project, as shown

in the concept drawing, attached hereto and incorporated by reference as Exhibit A.

- 6) "Payment in lieu of tax" means a payment to City calculated yearly which is the difference between the taxes paid upon the assessed value of each phase and the taxes which would have been paid upon Guaranteed Value.
- 7) "Project Area" refers to the real estate depicted on, shown and listed on the plat map attached hereto and incorporated by reference as on Exhibit B.
- 8) "Term of this Agreement" means that period of time from the date this Agreement is entered into until January 1, 2035, or until TID #7 is terminated, whichever is earlier.
- 9) "Total Acquisition Costs" means the total of all costs incurred by Developer in the acquisition of properties included in assembly of the subject property, including appraisal costs, property purchase costs, demolition and site clearance, rough site preparation, asbestos removal, recording fees and all similar out-of-pocket expenses.
- 10) "Substantial completion" shall mean that Developer has sufficiently completed the project so that a Certificate of

Occupancy has been issued by the City of De Pere Building
Inspector.

ARTICLE II

THE REDEVELOPMENT PROJECT

Section 1. Project Description. Developer agrees to finance and construct a multiple story office building project of not less than 32,000 square feet, including underground and surface parking, landscaping and other site amenities, which is shown on Exhibit A. Said project shall be upon the real property described in Exhibit B.

Section 2. Plan Approval.

- A. Developer shall, prior to commencing construction, obtain the approval of the RDA of the design, site, and landscape plans for the Project, which shall be in compliance with all codes and requirements of the City and RDA. Should the RDA or City not give the necessary Plan approvals, as required herein or in Article II, Section 2.B. Developer may terminate this Agreement without a forfeiture of its bond under Article IV, Section 6.
- B. Developer shall also, prior to commencing construction of any Phase of the Project, obtain approval of the City Plan Commission of the design, site and landscape plans, which shall all be in compliance with all codes and requirements of the City.
- C. City shall take all necessary steps to facilitate approval of the submitted plans including rezoning the real property if need be for the project.

ARTICLE III

CITY AND RDA OBLIGATIONS

Section 1. Site Acquisition.

- A. Developer warrants that it has record title to the real property identified on Exhibit B as lots 1, 2, 3, 4 and 5. The City warrants that it has fee title to the real property identified on Exhibit B as Lot 6. All property, with the exception of currently dedicated right of way, is owned fee simple absolute.
- B. City has vacated the public alleyways adjacent to and within the project areas, including any unused or vacated easements therein.

Section 2. Transfer of City Owned Property to Developer.

City shall transfer to Developer by warranty deed, free and clear of all encumbrances (excepting reasonable and customary easements and restrictions of record), such real property identified as Parcel 6 on Exhibit B which is owned by City within the project area prior to commencement of construction by Developer. Should such transfer be delayed due to CSM or other technical issues, City hereby grants to Developer access to such real property to commence construction. The hold harmless provisions of Section 5 shall apply to such access.

Section 3. Non-City Utility Relocations and Site Preparation. Developer shall be responsible for all utility (including sewer lateral, water lateral, storm sewer lateral, telephone, electric, gas and cable) relocations required as a result of the Redevelopment Project with the exception of any sanitary

sewer, storm sewer, or water main relocation, which shall be the responsibility of the City. City represents that to its knowledge there are no planned utility relocations being considered by any governmental authority that would require utility relocations at the Project Site.

Section 4. Parking

- A. City shall construct such public parking facilities on Wisconsin Street and Front Street as are set forth in Exhibit C and D, attached hereto.
- B. The City warrants that the Front Street parking facilities (Exhibit C) shall be constructed during the 2008 construction season.
- C. The City warrants that the Wisconsin Street parking facilities (Exhibit D) shall be constructed during the 2009 construction season. City shall use its best efforts to commence such Wisconsin Street parking construction on or before June 1, 2009.

Section 5. Access To / Entry Upon City Property.

- A. City shall, upon reasonable notice, permit Developer or its agent(s) to enter upon the City owned property within the Project Area prior to deed transfer to make such studies or take such samples of the site as are reasonable and customarily obtained on projects such as this. Developer agrees to hold harmless and indemnify the City and RDA, and their respective agents, officials, employees, or officers, for and against any and all injury that may occur to Developer or its agent(s) or employee(s) or to third parties as a result of such access.

Section 6. Environmental Warranties and Indemnities – City Owned Property.

- A. The City and RDA make no representations whatsoever concerning the environmental history, condition or status of the City owned property (Lot 6, Exhibit B) within the Project Area. Further, Developer acknowledges that neither City and/or RDA have conducted either a Phase I or Phase II Environmental Audit of the Project Area. That being said, Developer is satisfied with its own information and knowledge concerning past use(s) of the property that it will not require the City or RDA to complete either a Phase I or Phase II study.
- B. Developer may conduct its own Environmental Inspection and Audit at its sole discretion to determine the extent, if any, of any environmental contamination pertaining to the City owned property (Lot 6). Additionally, should such study reveal adverse environmental conditions, Developer may, at its option, after conferring with the other party, terminate this Agreement. Such termination notice shall be served upon City and RDA within Sixty (60) days of Developer being given access to enter upon the subject property for testing purposes. Should Developer not terminate this Agreement as provided herein, Developer agrees to fully defend, indemnify, and save harmless the City of De Pere and RDA from any encumbrances or claims, including environmental claims which may be made against them, individually or jointly, concerning the project area in accordance with Article V, Section 1.

Section 7. Redevelopment Grants.

A. City and RDA acknowledges that Developer has expended considerable funds in acquiring Lots 1, 2, 3, 4 and 5 identified on Exhibit B. The City and RDA further acknowledge that, but for the enactment of 2005 Wisconsin Act 233 on March 30, 2006 amending various provisions of eminent domain law (Chapter 32 Wisconsin Statutes), the City and /or RDA would have incurred such expenses rather than Developer. In recognition thereof, City and RDA agree to make to Developer grants toward the redevelopment project \$1.945 million dollars, to be paid as follows:

1. \$245,000 shall be paid to Developer in the form of in-kind contributions toward the project, comprised of the following:
 - a. All costs associated with Wisconsin Street parking creation (\$80,000)
 - b. Half of costs associated with Front Street parking creation (\$40,000)
 - c. All costs associated with Lot 6, Exhibit B land acquisition(\$125,000)
2. \$1.7 millions cash, payable as follows:
 - a. \$1 million dollars within seven (7) days of signing of Agreement
 - b. \$350,000 upon commencement of construction

- c. \$350,000 upon issuance of certificate of occupancy by the City's Building Inspector
- B. Developer agrees that it shall utilize \$1 million payment toward debt it has incurred in assembling Lots 1-5 of Exhibit B.
- C. Failure to proceed with project. If Developer fails to proceed with the project by meeting its obligations in Article IV of this Agreement after receiving any portion of the above grant, City may proceed to declare Developer in default of this agreement and proceed according to Article VII.

ARTICLE IV

DEVELOPER OBLIGATIONS

Section 1. Financing.

- A. With the exception of redevelopment grants to Developer as set forth above, Developer warrants that neither City nor RDA will, in any way, be obligated in any manner to arrange, guarantee, or otherwise participate in obtaining financing for the Project.
- B. Developer shall present to City prior to the transfer of any property hereunder, an unconditional lender commitment or such other commitment as may be acceptable to the RDA to finance the Project.

Section 2. Construction Parameters.

- A. Developer warrants that the Development shall consist of a multiple-story office building of not less than 32,000 square feet of space, which shall be of first class quality construction with an exterior which shall comply with

the design site, and landscape plans approved by the RDA and City Plan Commission. Further, such development shall include underground and surface parking, landscaping and other site amenities to comply with the De Pere Zoning Code.

B. When subject to property taxes at full value or January 1, 2011, whichever occurs first, the Guaranteed Value shall be Seven Million Eight Hundred Thousand Dollars (\$7,800,000.00), such guarantee to be fulfilled as set forth below;

1. Developer warrants, covenants and agrees that the total assessed value of the real estate and improvements comprising the development be the Guaranteed Value.
2. Developer waives all rights to appeal the real estate assessment to the City Board of Review provided said assessment is equal to or less than the total Guaranteed Value.
3. Developer covenants, agrees and obligates itself to make a payment in lieu of tax in the amount of the difference to the City for any shortfall in assessed value as compared to the Guaranteed Value. Such payment in lieu of tax shall be payable on or before October 1 of each year of shortfall. If not paid on or before October 1, Developer consents to a payment in lieu of tax to be collected as a special charge against the property.

Redevelopment Agreement
 Medical Arts Complex Dental Center, S.C.
 Page 11 of 26

4. These provisions shall become restrictive covenants on the transfer of ownership of any interest in the subject property.
5. The guarantee and concomitant waiver of appeal rights shall expire on January 1, 2035 or when the grant expenditures and other City contributions have been recouped by City, whichever occurs first.

C. Construction Schedule.

1. Unless feasible sooner and mutually agreed upon, Developer shall have final construction plans presented to the City and all site demolition concluded on the subject property on or before October 1, 2008. Further, Developer shall commence construction of the Redevelopment Project on or about April 1, 2009, unless a different time is mutually agreed upon in writing between the parties.
2. Developer agrees that construction shall proceed with all deliberate speed and shall be substantially completed no later than 18 months following commencement of construction.

D. Failure to Comply with Completion Schedule.

Developer agrees that time is of the essence as to substantial completion and, notwithstanding the grace periods set forth in Article VII (unless the construction schedules are extended by mutual agreement of all parties), and subject to the default and remedy provisions contained herein in Article VII. If construction is not substantially completed by the timelines

set forth above, then City shall, in addition to other remedies available in law or equity, be entitled to forfeiture of the deposit under Article IV, Section 6.

- E. Certificate of Occupancy. Developer is required to obtain all Certificates of Occupancy from the City Building Inspector for all phases of the Project.

Section 3. Equal Opportunity. Developer hereby agrees, on behalf of itself and its successors and assigns, that it will not permit the sale, lease, or use of the property or facilities within the Project Area by any party who would act or permit unlawful discrimination or restriction in contradiction of § 111.321 Wis. Stats.

Section 4. Restrictions on Use. Developer agrees that it shall not, during the term of this Agreement, cause or permit the Project Area or any portion thereto to be or become tax-exempt unless condemned by the United States or some other governmental entity. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developer's successors and assigns. Developer further agrees it will place a restriction in any deed conveying the property during the duration of this Agreement prohibiting any use of the property during the term of this Agreement which would cause the Project Area or any portion thereof to become tax exempt.

Section 5. Obligation to Maintain and Repair.

- A. Maintenance of Project Areas. Developer shall, during the term of this Agreement, keep and maintain the Project Areas in good repair and

working order and will make or cause to be made from time to time all repairs necessary thereto (including external and structural repairs) and renewals and replacements thereof so as to maintain in the City an operational, habitable, and marketable retail and residential development, ordinary wear and tear and obsolescence excepted, and shall keep and maintain such casualty insurance upon the property as is customarily held in developments of like sizes and characters. All insurance policies required under this Section shall be taken out and maintained with insurance companies authorized to do business in the State of Wisconsin. To assume the respective risks undertaken, said policies of insurance may be written without deductible amounts but with co-insurance features and the exceptions and exclusions comparable to those in similar policies carried by other companies similarly situated, all of which must be approved by City, which approval shall not be unreasonably withheld. Certification of co-insurance shall be filed with City prior to Developer commencing of construction of the Projects and each such policy of insurance shall contain a provision that the insurance company shall give City at least thirty (30) days prior written notice of cancellation, non-renewal, or material change during the term of this contract. In the event of the proposed cancellation or non-renewal of any policy by an insurance company, Developer shall secure adequate replacement insurance policies prior to the effective date of such cancellation.

Redevelopment Agreement
 Medical Arts Complex Dental Center, S.C.
 Page 14 of 26

- B. Damage by Developer. If the Redevelopment Project, or any portion of it shall be damaged or partially or totally destroyed while Developer owns all or any part thereof, Developer shall promptly repair, rebuild, or restore that property which it owns and has been damaged or destroyed in a manner consistent with the project plan. In the happening of such an event, Developer shall promptly give written notice thereof to City. If said net proceeds of the property insurance are insufficient to restore the property in a manner consistent with the Project Plan, it shall be the responsibility of Developer to complete the restoration.
- C. Subordination. City and RDA agrees that, upon presentment of a written request from Developer's lender, they will subordinate their interests in the preceding covenant to those of the lender. However, such subordination shall not affect Developer's obligations hereunder to restore the site irrespective of any action of its lender.

Section 6. Liquidated Damages /Penalty Clause. Developer agrees to provide, at the time this development agreement is entered into, a refundable deposit to City and RDA in the form of a performance bond or an irrevocable letter of credit in the amount of \$10,000.00. The deposit shall become forfeit to RDA and City in the event of a default by Developer from any of the terms of this Agreement, which shall constitute compensation to City for expenses incurred as a result of Developer's breach. Developer's obligations for a deposit shall be released by RDA and City upon completion of the Redevelopment Project by Developer by formal

acceptance of same by RDA and City, which shall take place within Thirty (30) days the substantial completion of Phases I and II.

ARTICLE V

INDEMNIFICATION

Section 1. Claims, Injury, and Property Damage.

Except as provided in Article III, Section 5, Developer agrees to protect, defend, indemnify, and hold City and RDA, its officers, agents, and employees, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, attorney fees, including those imputed to the City Attorney, or other expenses or liabilities of every kind and character in connection with, or arising directly or indirectly out of, this Agreement and/or arising out of the operations and construction of this Development Project. This requirement shall apply with equal force to work performed by Developer, its architect, contractor, or any subcontractor, or any other party directly or indirectly employed or retained by Developer. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof), or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation,

or decree of any court, shall be included in the indemnity hereunder.

Developer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent. Developer agrees that City will, if City deems appropriate, provide any additional reasonable defense to any claim hereunto, the full cost of which shall be borne by Developer.

ARTICLE VI

NOT FOR SPECULATION

Section 1. Developer represents and agrees that its acquisition of the parcels in the Project Area and its undertakings pursuant to this Agreement will be for the sole and express purpose of the redevelopment of the property consistent with the Project Plan and the terms and conditions of this Agreement and are not for the speculation in land holdings. Accordingly, Developer agrees for itself, its successors and assigns, that, except only by way of security for and only for the purpose of obtaining the financing necessary to perform its obligations with respect to making the improvements on the property under this Agreement, Developer has not made and will not make or suffer, cause or permit to be made prior to the substantial completion of the improvements described in the Plan, any total or partial sale, assignment, conveyance or lease, or any trust or power

or transfer in any other mode or form of or with respect to this Agreement, the Parcels, the Redevelopment, or any interest of Developer therein or in this Agreement or any other agreement related to the Redevelopment without the prior written approval of the City. This provision shall not, however, restrict Developer entering into contracts for the individual sale of condominium units prior to substantial completion for the purpose of selling portions of the Project after its completion.

ARTICLE VII

DEFAULT AND REMEDIES

Section 1. Notice and Right to Cure. A party shall be in default under this Agreement if such party shall fail to carry out or fulfill one or more of its obligations hereunder and such failure shall continue for a period of Thirty (30) days following receipt of written notice from the other party specifying such failure; provided, however, that if the nature of the default is such that it cannot be cured within Thirty (30) days, a party shall not be in default if it immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion.

Section 2. Remedies.

A. General. If a party does not cure or undertake to cure a default within the time periods set forth in Section 1, above, the non-defaulting

party may pursue the remedies provided for in this Agreement or otherwise available at law or in equity.

B. Title to Subject Property.

Reversion of City property. Title to the property transferred by the City pursuant to Article III Section 2, shall revert to City upon Developer's failure to commence or complete construction activities upon the subject property. Title to the property, including any improvements thereon shall revert to City in accordance with the law but without any monetary compensation to Developer therefore.

C. Developer's Property.

1. Should Developer fail to proceed or complete the project after receiving any of the grants under Article III Section 7, Developer agrees to convey, by warranty deed, within 30 days of failing to cure its default, title to the subject property.
2. If Developer fails to convey such property to the City, City shall have the right to petition the Brown County Circuit Court for specific performance, compelling Developer to execute such deed in favor of the City.
3. City agrees that in the event it receives the property from the Developer as a result of Developer's default, City will pay Developer the assessed fair market value of the property at the time

of conveyance, less any amounts paid to Developer under Article III, Section 7, and less any encumbrances on the property. In the event the result of this calculation is a negative amount, Developer shall be liable to the City for such amount. In the event Developer does not pay such deficiency within 30 days of demand, City may obtain a judgment against Developer for such amount.

Section 3. Enforced Delay in Performance for Causes Beyond the Control of Parties.

For the purposes of any provisions of this Agreement, neither Developer nor any successor in interest shall be considered in breach or default of its obligations with respect to the beginning and completion of any phase of construction or progress in respect thereto in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault, or negligence including, but not restricted to, acts of God, forces majeure, acts of the public enemy, acts of adjoining property owners, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, breach of contracts by contractors or subcontractors, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of these provisions that in the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of Developer with respect to construction of the improvements shall be extended for the period of the enforced delay as determined in good faith by City; provided that the party

seeking the benefit of the provisions of this Section shall, within Thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof and of the cause or causes thereof and requested an extension for the period of the enforced delay. In the event a delay is caused by unavailable materials or breach of contracts by contractors or subcontractors, Developer shall make a reasonable effort to procure performance and City agrees to grant a sufficient extension to permit such procurement by Developer.

Section 4. Rights and Remedies Cumulative. The rights and remedies of the parties, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same time or different times of any such other remedies for the same event of default of breach or of any remedies for any other event of default or breach by Developer. No waiver made by City with respect to the performance or manner or time of any obligation of Developer under this Agreement shall be considered a waiver of any rights of City to enforce any other obligations of Developer.

ARTICLE VIII OTHER PROVISIONS

Section 1. Changes. Parties to this Agreement may, from time to time, require changes in the scope of the Agreement. Such changes, which are

mutually agreed upon by and between Developer and RDA shall be incorporated in written amendments to this Agreement.

Section 2. Approvals in Writing. Whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, signed by the duly authorized office of City and/or RDA, and delivered to the party to whom it is directed at the address specified in Section 4 hereunder. Whenever under this Agreement the consent, approval or waiver of City or RDA is required or the discretion of City or RDA may be exercised, the Mayor and/or the Chair of the RDA shall have the authority to act, as the case may be. Whenever any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld.

Section 3. Inspection of Records. City shall, until one (1) year after a Certificate of Occupancy is issued for the entire Project (Phases I and II), have the right to inspect any and all records, contracts, financial statements, ledgers or written documents which relate to, and are generated by, the responsibilities and obligations of Developer under the terms of this Agreement. This right of inspection shall apply to not only those records and documents that are within the physical control and custody of Developer, but also any records, statements, and documents

that may be within the custody and control of third parties or generated by third parties in the performance of the obligations and responsibilities hereunder, including, but not necessary limited to, the architect, contractor, and all subcontractors.

Section 4. Notices and Demands. A notice, demand, or other communication under this Agreement by any party to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally and:

- (a) In the case of Developers
 Medical Arts Complex Dental Center, S.C.
 Attn: Dr. Gary Noble D.D.S
 704 S. Webster Ave.
 Green Bay, WI 54301

- (b) In the case of the RDA:
 Redevelopment Authority for the City of De Pere
 Attention: Ted Penn, Chair
 De Pere City Hall
 335 S. Broadway
 De Pere, WI 54115

- (c) In the case of the City:
 City of De Pere
 Attention: City Administrator
 De Pere City Hall
 335 S. Broadway
 De Pere, WI 54115

Section 5. No Liability of City. City shall have no obligation or liability to the lending institution, architect, contractor, or subcontractor, or any other party retained by Developer in the performance of its obligations and

responsibilities under the terms and conditions of this Agreement.

Developer specifically agrees that no representations, statements, assurances, or guarantees will be made by Developer to any third party or by any third party which are contrary to this provisions.

Section 6. Completeness of Agreement. This Agreement and any addition or Supplementary documents or documentation incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part hereof shall have any validity or bind any of the parties hereto.

Section 7. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarding in construing or interpreting any of the provisions of this Agreement.

Section 8. Severability. If any provisions of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws and the Project Plan.

Section 9. Recording of Agreement. The Agreement and any and all subsequent modifications thereof or additions thereto shall, upon being duly executed, be recorded by Developer with the Register of Deeds for Brown County, Wisconsin.

Section 10. Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto as well as their respective successors, transferees, and assigns. Any transfer of any party's interest under this Agreement or real property described in Exhibits A and B which shall not release the transferor from its obligations hereunder.

(Remainder of this page left blank intentionally)

Redevelopment Agreement
 Medical Arts Complex Dental Center, S.C.
 Page 25 of 26

Section 11. Covenant Running with the Land. This Agreement, which will be attached to the deed as part of the conveyance, shall be deemed to be, and interpreted as, a covenant running with the land as described in Exhibit A which shall terminate pursuant to the limitations set out in Section 66.1105, Wis. Stats., until Tax Incremental District No. 7 is terminated; but in no event later than January 1, 2035.

Dated this 24th day of June, 2008.

MEDICAL ARTS COMPLEX DENTAL
 CENTER, S.C.
 BY:

Gary Noble
 Name: Gary Noble
 Title: MAC Dental Vice President

CITY OF DE PERE
 BY:

Michael J. Walsh
 Michael J. Walsh
 Mayor

Charlene M. Peterson
 Charlene M. Peterson
 Clerk-Treasurer

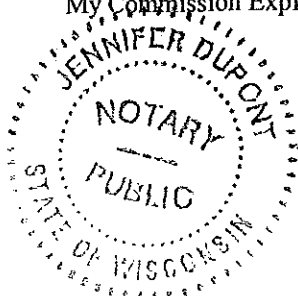
STATE OF WISCONSIN)
)SS.
 BROWN COUNTY)

Personally came before me this 20th
 day of June, 2008 the above
 named Gary Noble, known
 as the person who executed the
 foregoing instrument and acknowledge
 the same.

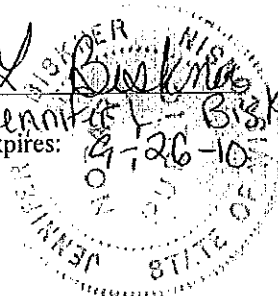
STATE OF WISCONSIN)
)SS.
 BROWN COUNTY)

Personally came before me this 24th
 day of June, 2008 the above
 named Michael J. Walsh and Charlene M.
 Peterson, known as the persons who executed the
 foregoing instrument and acknowledge
 the same.

Jennifer Dupont
 Notary Public: Jennifer Dupont
 My Commission Expires: 5-20-12

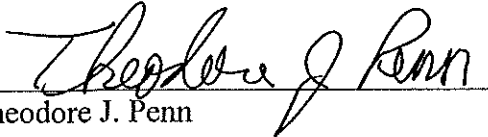


Jennifer L. Biskner
 Notary Public: Jennifer L. Biskner
 My Commission Expires: 9-26-10



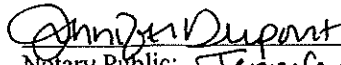
Redevelopment Agreement
 Medical Arts Complex Dental Center, S.C.
 Page 26 of 26

**REDEVELOPMENT AUTHORITY OF
 THE CITY OF DE PERE
 BY:**

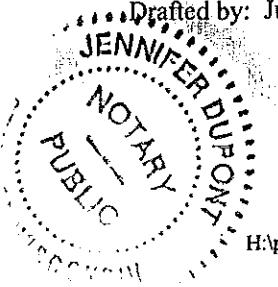

 Theodore J. Penn
 Chair

STATE OF WISCONSIN)
)SS.
 BROWN COUNTY)

Personally came before me this 24th
 day of June, 2008, the above
 named Theodore Penn known
 as the person(s) who executed the
 foregoing instrument and acknowledge
 the same.


 Notary Public: Jennifer Dupont
 My Commission Expires: 5/20/12

Drafted by: Judith Schmidt-Lehman



H:\past employees work\cblohow\Agreements\2007\Redevelopment Agreement - MAC Dental 190-002-06 final #2.doc

**MAC Dental
GENERAL
DEVELOPMENT
PLAN**

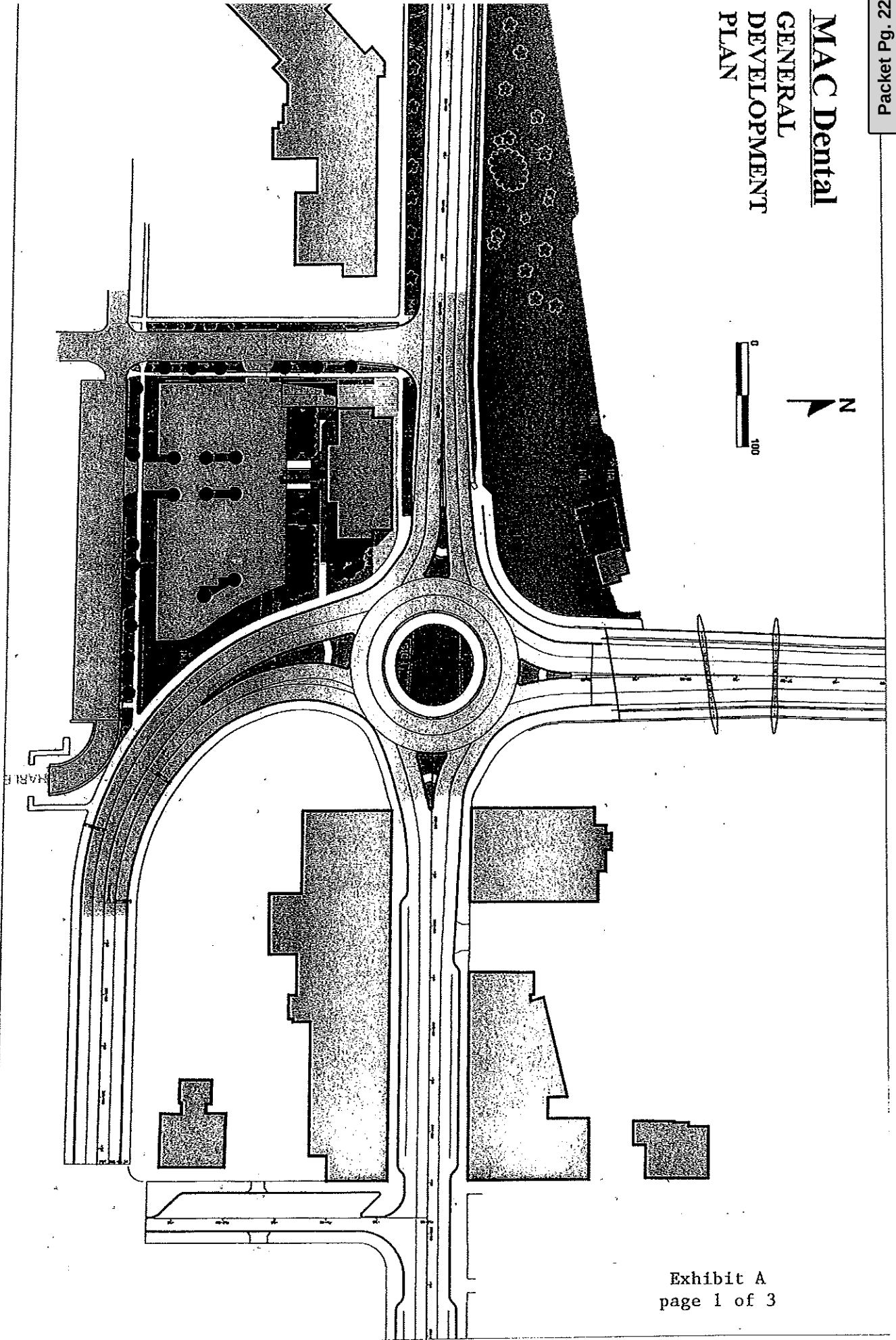
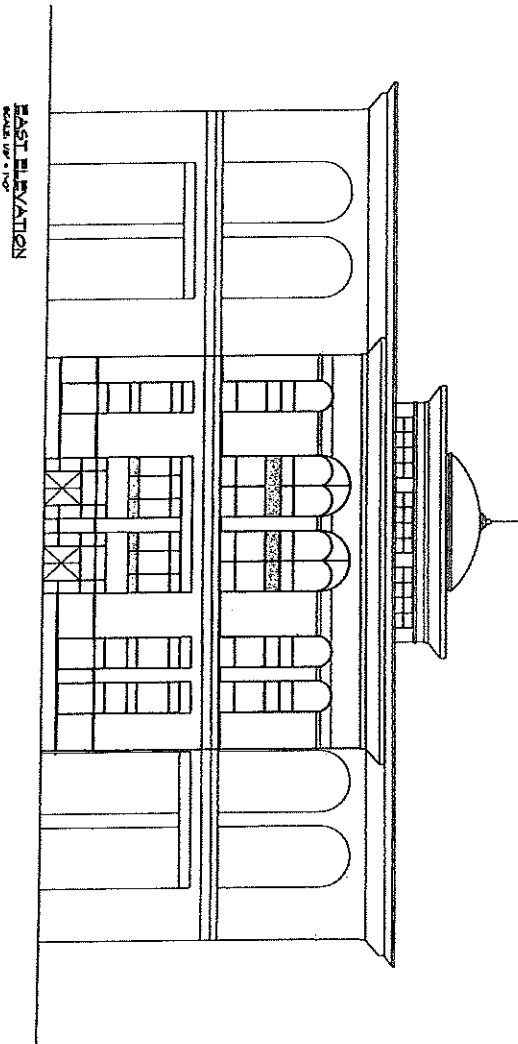
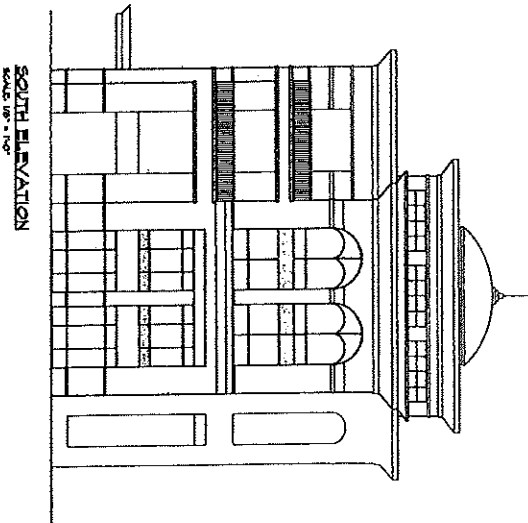
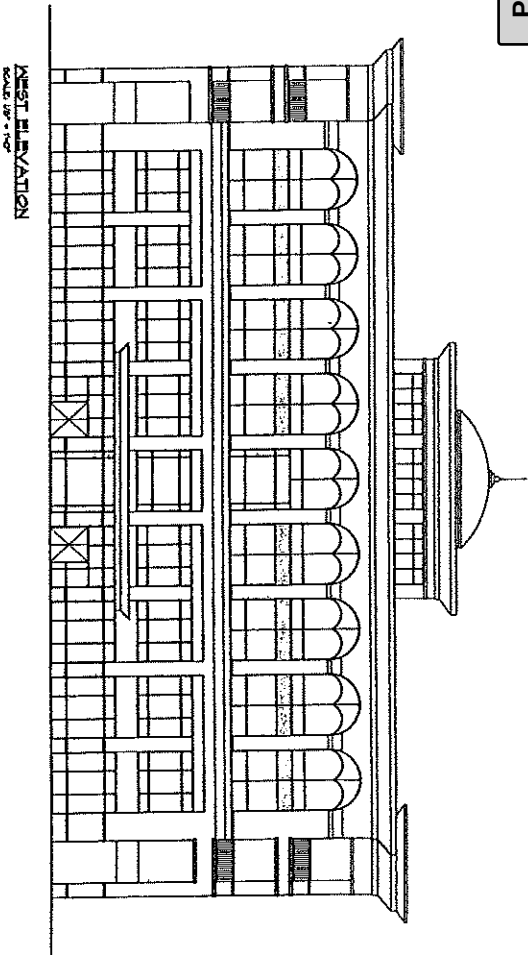
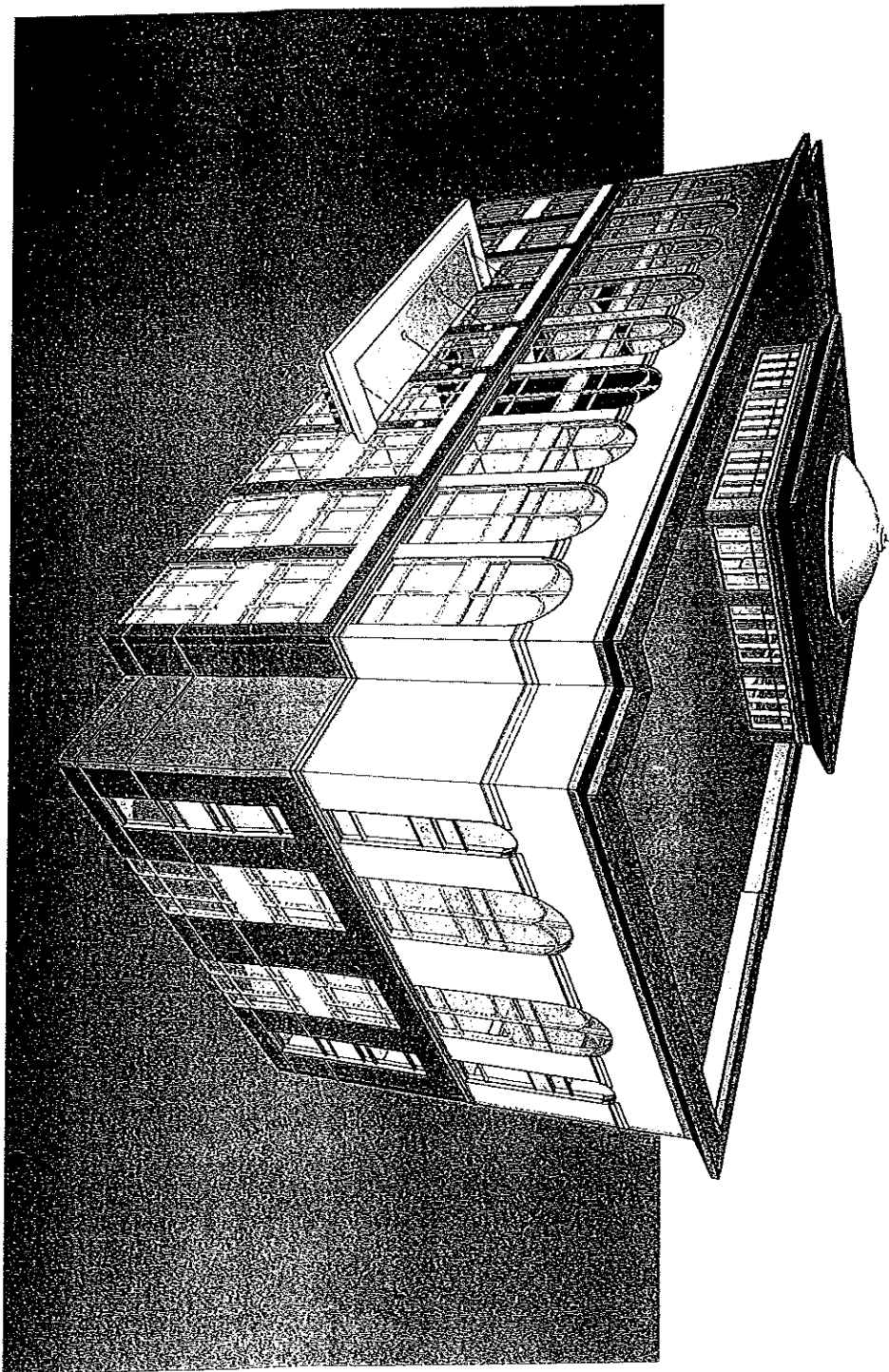


Exhibit A
page 1 of 3





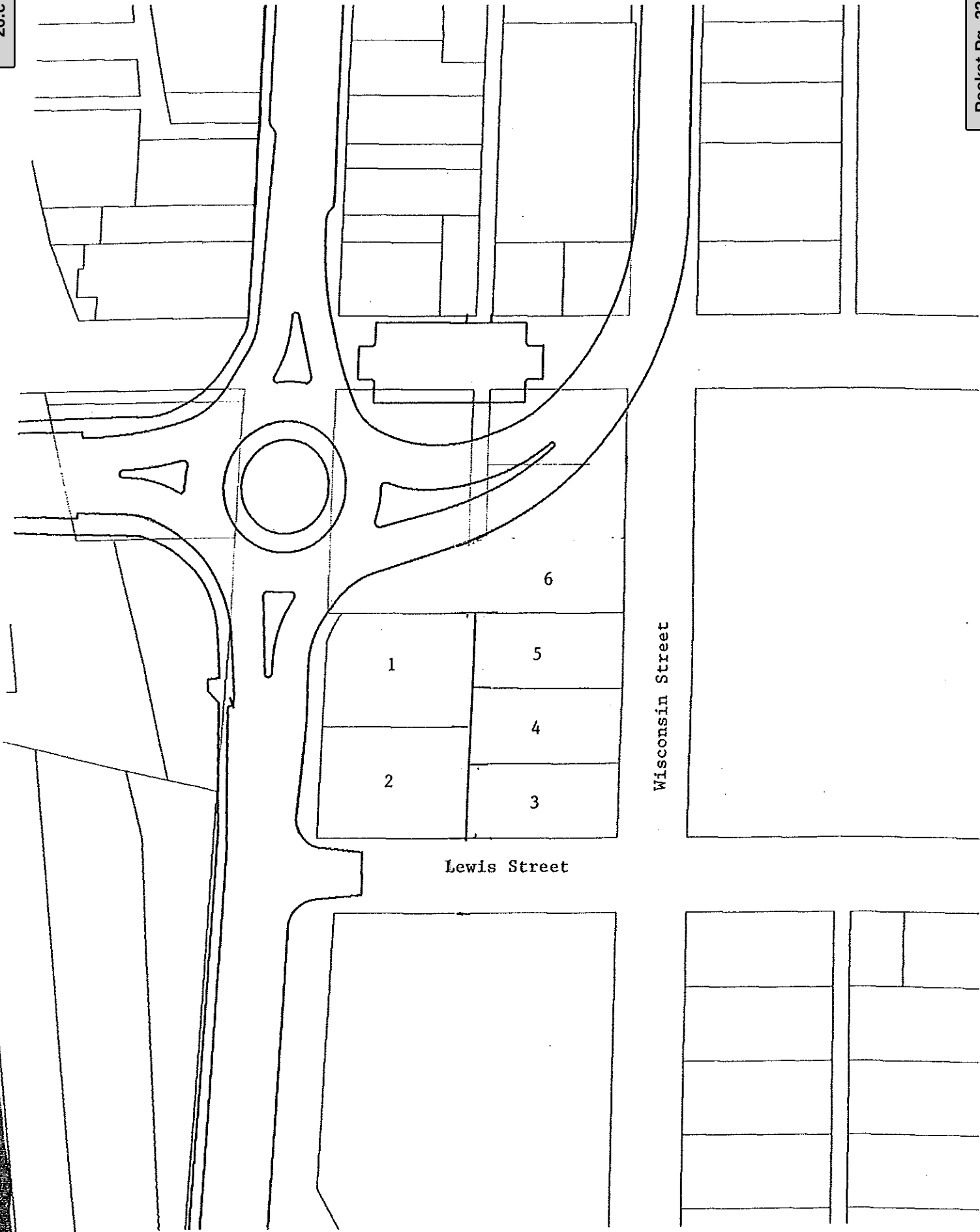
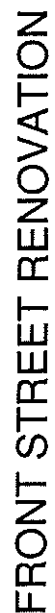
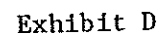


Exhibit B





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

MEETING DATE: October 15, 2013
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 10-15-13 OPERATOR LICENSE LIST (PDF)

CITY OF DE PERE - OCTOBER 15, 2013					
ITEM#	NAME	ADDRESS	CITY	ST	ZIP
PREVIOUSLY TABLED OPERATOR LICENSE APPLICATIONS					
1	COLLINS, PATRICK M.	106 N. MICHIGAN ST., APT.#3	DE PERE	WI	54115
2	MARONEY, APRIL D.	1984 TERRY LN.	DE PERE	WI	54115
3	MEERT, JOSHUA J.	2331 FARLIN AVE., #4	GREEN BAY	WI	54302
4	WALENTOWSKI, PHILLIPS A.	132 1/2 S. BROADWAY ST.	DE PERE	WI	54115
5	WHETUNG, SHERRI A.	14232 MARIBEL RD.	MARIBEL	WI	54227
OPERATOR LICENSE APPLICATIONS FOR THE 2012-2014 LICENSING PERIOD					
1	BRICKHAM, JOHN P.	1219 SPENCE ST.	GREEN BAY	WI	54303
2	DAHLE, DULCIE A.	136 N. ASHLAND AVE.	GREEN BAY	WI	54303
3	MUELLER, AMY L.	1525 ROSALIE LN.	GREEN BAY	WI	54304
4	NOEL, GREGORY W.	995 ST. ANTHONY DR.	DE PERE	WI	54115
5	PASONO, ERIN E.	401 SCANDINAVIAN CT., #6	DENMARK	WI	54208
6	SULLIVAN, NICHOLAS P.	404 COOLIDGE ST.	GREEN BAY	WI	54301

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

MEETING DATE: October 15, 2013
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Voucher Approval.

ATTACHMENTS:

- Vouchers 10-15-13 (PDF)

10/09/2013 4:23 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 04134 OCT 2013 COUNCIL - 2 10-15-13

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-5422	A1 ELEVATOR CORP	R	10/15/2013		117.00CR	069464	
	I-5423	A1 ELEVATOR CORP	R	10/15/2013		148.50CR	069464	265.50
1280	AAA SANITATION INC							
	I-603676	AAA SANITATION INC	R	10/15/2013		41.94CR	069465	
	I-604487	AAA SANITATION INC	R	10/15/2013		52.00CR	069465	
	I-604488	AAA SANITATION INC	R	10/15/2013		65.00CR	069465	158.94
2412	ACCURATE SUSPENSION WAREHOUSE							
	I-1314286	ACCURATE SUSPENSION WAREHOUSE	R	10/15/2013		958.04CR	069466	958.04
6426	ACL							
	I-201309-0	ACL	R	10/15/2013		201.00CR	069467	201.00
2982	ALL CITY COMMUNICATIONS							
	I-4699567-100113	ALL CITY COMMUNICATIONS	R	10/15/2013		180.72CR	069468	180.72
5323	ALLIED 100 LLC							
	I-325091	ALLIED 100 LLC	R	10/15/2013		480.00CR	069469	480.00
0849	AMBROSIUS CONCRETE SUPPLIES INC							
	I-295841	AMBROSIUS CONCRETE SUPPLIES IN	R	10/15/2013		238.05CR	069470	238.05
6022	APPLETON POST CRESCENT							
	I-7507516	APPLETON POST CRESCENT	R	10/15/2013		710.83CR	069471	710.83
0020	BADGERLAND PRINTING INC							
	I-22353	BADGERLAND PRINTING INC	R	10/15/2013		132.00CR	069472	
	I-22392	BADGERLAND PRINTING INC	R	10/15/2013		40.00CR	069472	172.00
0023	BATTERIES PLUS LLC							
	I-501-400209	BATTERIES PLUS LLC	R	10/15/2013		155.50CR	069473	
	I-501-404597	BATTERIES PLUS LLC	R	10/15/2013		15.75CR	069473	
	I-501-406620	BATTERIES PLUS LLC	R	10/15/2013		97.50CR	069473	
	I-501-407008	BATTERIES PLUS LLC	R	10/15/2013		155.50CR	069473	
	I-501-407105	BATTERIES PLUS LLC	R	10/15/2013		129.50CR	069473	
	I-501-407311	BATTERIES PLUS LLC	R	10/15/2013		155.50CR	069473	709.25
0027	BAY TOWEL INC							
	I-1690559	BAY TOWEL INC	R	10/15/2013		116.91CR	069474	
	I-1697263	BAY TOWEL INC	R	10/15/2013		33.64CR	069474	
	I-1697264	BAY TOWEL INC	R	10/15/2013		50.42CR	069474	
	I-1697265	BAY TOWEL INC	R	10/15/2013		20.60CR	069474	
	I-1699175	BAY TOWEL INC	R	10/15/2013		116.91CR	069474	
	I-1699200	BAY TOWEL INC	R	10/15/2013		77.66CR	069474	
	I-1700539	BAY TOWEL INC	R	10/15/2013		33.64CR	069474	
	I-1700540	BAY TOWEL INC	R	10/15/2013		50.42CR	069474	500.20

Attachment: Vouchers 10-15-13 (1449 : Voucher Approval.)

10/09/2013 4:23 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 04134 OCT 2013 COUNCIL - 2 10-15-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0025	BAYCOM INC							
	I-80995	BAYCOM INC	R	10/15/2013		34.62CR	069475	34.62
2630	BENDLIN FIRE EQUIPMENT CO INC							
	I-81459	BENDLIN FIRE EQUIPMENT CO INC	R	10/15/2013		124.43CR	069476	124.43
3518	BOYLE, WILLIAM C							
	I-201310092644	BOYLE, WILLIAM C	R	10/15/2013		9.00CR	069477	9.00
6751	BRIDGEPORT MFG. INC.							
	I-27589-00	BRIDGEPORT MFG. INC.	R	10/15/2013		1,453.38CR	069478	1,453.38
0038	BROADWAY AUTOMOTIVE INC							
	C-CM670974P	BROADWAY AUTOMOTIVE INC	R	10/15/2013		38.10	069479	
	I-672443P	BROADWAY AUTOMOTIVE INC	R	10/15/2013		41.18CR	069479	3.08
0042	BROWN COUNTY HIGHWAY DEPARTMENT							
	I-201310092659	BROWN COUNTY HIGHWAY DEPARTMEN	R	10/15/2013		530.05CR	069480	530.05
2944	BROWN COUNTY JAIL							
	I-201310092658	BROWN COUNTY JAIL	R	10/15/2013		400.00CR	069481	400.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-22991	BROWN COUNTY PORT SOLID WASTE	R	10/15/2013		19,839.72CR	069482	19,839.72
3595	BROWN COUNTY PUBLIC SAFETY COMM							
	I-201310092646	BROWN COUNTY PUBLIC SAFETY COM	R	10/15/2013		50.00CR	069483	50.00
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201310092647	BROWN COUNTY REGISTER OF DEEDS	R	10/15/2013		150.00CR	069484	150.00
1750	GREGORY BROWN							
	I-201310092645	GREGORY BROWN	R	10/15/2013		39.55CR	069485	39.55
4537	BSN SPORTS							
	I-95572796	BSN SPORTS	R	10/15/2013		566.43CR	069486	566.43
6061	CARRICO AQUATIC RESOURCES INC							
	I-20125539	CARRICO AQUATIC RESOURCES INC	R	10/15/2013		250.00CR	069487	250.00
0536	CDW GOVERNMENT INC							
	I-FR66923	CDW GOVERNMENT INC	R	10/15/2013		842.20CR	069488	
	I-FZ20151	CDW GOVERNMENT INC	R	10/15/2013		152.24CR	069488	
	I-FZ35817	CDW GOVERNMENT INC	R	10/15/2013		151.99CR	069488	
	I-FZ55500	CDW GOVERNMENT INC	R	10/15/2013		47.79CR	069488	1,194.22

Attachment: Vouchers 10-15-13 (1449 : Voucher Approval.)

10/09/2013 4:23 PM		A / P CHECK REGISTER				PAGE: 3		
PACKET: 04134 OCT 2013 COUNCIL - 2 10-15-13								
VENDOR SET: 01								
BANK : AP ASSOCIATED								
			CHECK	CHECK			CHECK	CHECK
VENDOR	NAME / I.D.	DESC	TYPE	DATE	DISCOUNT	AMOUNT	NO#	AMOUNT
2708	CLEANING SOLUTION SERVICES INC							
	I-05-8456	CLEANING SOLUTION SERVICES INC	R	10/15/2013		1,261.85CR	069489	
	I-05-8484	CLEANING SOLUTION SERVICES INC	R	10/15/2013		59.64CR	069489	1,321.49
5739	COMPUTER EXPLORERS							
	I-371420	COMPUTER EXPLORERS	R	10/15/2013		624.00CR	069490	624.00
5629	CONSOLIDATED UTILITY SERVICES INC							
	I-0813DEPER	CONSOLIDATED UTILITY SERVICES	R	10/15/2013		376.00CR	069491	376.00
0217	COUNTRY VISIONS COOPERATIVE							
	C-201310092643	COUNTRY VISIONS COOPERATIVE	R	10/15/2013		19.91	069492	
	I-201310092642	COUNTRY VISIONS COOPERATIVE	R	10/15/2013		142.80CR	069492	122.89
0063	DAANEN & JANSSEN INC							
	I-133655	DAANEN & JANSSEN INC	R	10/15/2013		62.70CR	069493	
	I-133656	DAANEN & JANSSEN INC	R	10/15/2013		140.00CR	069493	202.70
2077	DE PERE EXHAUST							
	I-31583	DE PERE EXHAUST	R	10/15/2013		442.07CR	069494	442.07
0069	DE PERE GREENHOUSE INC							
	I-11377	DE PERE GREENHOUSE INC	R	10/15/2013		50.00CR	069495	
	I-11439	DE PERE GREENHOUSE INC	R	10/15/2013		49.95CR	069495	99.95
0075	DIGGERS HOTLINE INC							
	I-130 9 36401	DIGGERS HOTLINE INC	R	10/15/2013		502.25CR	069496	502.25
3212	DIXON ENGINEERING INC							
	I-13-6889	DIXON ENGINEERING INC	R	10/15/2013		850.00CR	069497	
	I-13-6890	DIXON ENGINEERING INC	R	10/15/2013		850.00CR	069497	
	I-13-6891	DIXON ENGINEERING INC	R	10/15/2013		2,650.00CR	069497	4,350.00
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1587237	EMERGENCY MEDICAL PRODUCTS INC	R	10/15/2013		357.78CR	069498	357.78
0086	EMPLOYEE RESOURCE CENTER INC							
	I-0913-161	EMPLOYEE RESOURCE CENTER INC	R	10/15/2013		337.50CR	069499	337.50
6740	ENCADRIA STAFFING SOLUTIONS LLC							
	I-IVC010000217786	ENCADRIA STAFFING SOLUTIONS LL	R	10/15/2013		259.51CR	069500	259.51

Attachment: Vouchers 10-15-13 (1449 : Voucher Approval.)

10/09/2013 4:23 PM			A / P CHECK REGISTER			PAGE: 4		
PACKET: 04134 OCT 2013 COUNCIL - 2 10-15-13								
VENDOR SET: 01								
BANK : AP ASSOCIATED								
			CHECK	CHECK			CHECK	CHECK
VENDOR	NAME / I.D.	DESC	TYPE	DATE	DISCOUNT	AMOUNT	NO#	AMOUNT
0092	FEAKER & SONS CO INC							
	I-136396	FEAKER & SONS CO INC	R	10/15/2013		145.77CR	069501	
	I-20278	FEAKER & SONS CO INC	R	10/15/2013		1,416.00CR	069501	1,561.77
0331	FERGUSON WATERWORKS #1476 INC							
	I-139003	FERGUSON WATERWORKS #1476 INC	R	10/15/2013		500.00CR	069502	500.00
2627	FESTIVAL FOODS INC							
	I-201310092648	FESTIVAL FOODS INC	R	10/15/2013		8.98CR	069503	
	I-201310092649	FESTIVAL FOODS INC	R	10/15/2013		23.62CR	069503	
	I-201310092650	FESTIVAL FOODS INC	R	10/15/2013		17.83CR	069503	50.43
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-12247	FIRE APPARATUS & EQUIPMENT INC	R	10/15/2013		51.01CR	069504	51.01
0200	FIRST SUPPLY GREEN BAY LLC							
	C-9990226-00	FIRST SUPPLY GREEN BAY LLC	R	10/15/2013		25.61	069505	
	I-2093561-00	FIRST SUPPLY GREEN BAY LLC	R	10/15/2013		48.32CR	069505	
	I-9990461-00	FIRST SUPPLY GREEN BAY LLC	R	10/15/2013		5.87CR	069505	28.58
0098	FLY ME FLAG CO INC							
	I-3683	FLY ME FLAG CO INC	R	10/15/2013		129.74CR	069506	129.74
0996	FOX LAMINATING CO INC							
	I-345903-IN	FOX LAMINATING CO INC	R	10/15/2013		117.00CR	069507	117.00
3888	FRANKLIN PRODUCTS							
	I-22703	FRANKLIN PRODUCTS	R	10/15/2013		935.80CR	069508	
	I-22706	FRANKLIN PRODUCTS	R	10/15/2013		493.96CR	069508	1,429.76
0562	GALL'S INC							
	I-972698	GALL'S INC	R	10/15/2013		104.53CR	069509	
	I-993387	GALL'S INC	R	10/15/2013		48.91CR	069509	153.44
1891	GANNETT WI MEDIA							
	I-7509838	GANNETT WI MEDIA	R	10/15/2013		429.81CR	069510	
	I-7510345	GANNETT WI MEDIA	R	10/15/2013		315.66CR	069510	745.47
2495	GLAXOSMITHKLINE							
	I-31327242	GLAXOSMITHKLINE	R	10/15/2013		1,452.40CR	069511	1,452.40
0116	GRAINGER INC							
	I-9242880798	GRAINGER INC	R	10/15/2013		85.10CR	069512	
	I-9249407694	GRAINGER INC	R	10/15/2013		160.40CR	069512	
	I-9249407702	GRAINGER INC	R	10/15/2013		10.10CR	069512	
	I-9250430353	GRAINGER INC	R	10/15/2013		169.06CR	069512	424.66

Attachment: Vouchers 10-15-13 (1449 : Voucher Approval.)

10/09/2013 4:23 PM

A / P CHECK REGISTER

PAGE: 5

PACKET: 04134 OCT 2013 COUNCIL - 2 10-15-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0122	GREEN BAY REBUILDERS LLC							
	I-30563	GREEN BAY REBUILDERS LLC	R	10/15/2013		265.00CR	069513	265.00
2044	GREEN BAY TITLE COMPANY INC							
	I-GB35498	GREEN BAY TITLE COMPANY INC	R	10/15/2013		375.00CR	069514	375.00
0446	HAWKINS INC							
	I-3515106 RI	HAWKINS INC	R	10/15/2013		4,841.39CR	069515	4,841.39
3521	HD SUPPLY WATERWORKS LTD							
	I-B535211	HD SUPPLY WATERWORKS LTD	R	10/15/2013		794.05CR	069516	
	I-B551970	HD SUPPLY WATERWORKS LTD	R	10/15/2013		182.00CR	069516	
	I-B581668	HD SUPPLY WATERWORKS LTD	R	10/15/2013		10,530.88CR	069516	11,506.93
5674	HOME TEAM SPORTS & APPAREL INC							
	I-16752	HOME TEAM SPORTS & APPAREL INC	R	10/15/2013		132.80CR	069517	
	I-16803	HOME TEAM SPORTS & APPAREL INC	R	10/15/2013		41.75CR	069517	174.55
5484	HYDRO DESIGNS INC							
	I-30315-IN	HYDRO DESIGNS INC	R	10/15/2013		2,876.00CR	069518	
	I-30407-IN	HYDRO DESIGNS INC	R	10/15/2013		1,415.00CR	069518	4,291.00
1399	INDOFF INC							
	I-2338162	INDOFF INC	R	10/15/2013		93.39CR	069519	
	I-2339619	INDOFF INC	R	10/15/2013		110.59CR	069519	
	I-2342808	INDOFF INC	R	10/15/2013		288.78CR	069519	
	I-2346211	INDOFF INC	R	10/15/2013		505.51CR	069519	
	I-2346541	INDOFF INC	R	10/15/2013		25.89CR	069519	
	I-2349245	INDOFF INC	R	10/15/2013		37.77CR	069519	1,061.93
5778	INSITUFORM TECHNOLOGIES USA INC							
	I-13-03 (1)	INSITUFORM TECHNOLOGIES USA IN	R	10/15/2013		78,275.73CR	069520	78,275.73
1338	JAMES E KOCKEN TRUCKING							
	I-201310092651	JAMES E KOCKEN TRUCKING	R	10/15/2013		675.00CR	069521	675.00
0141	JEFFERSON FIRE & SAFETY INC							
	I-200002	JEFFERSON FIRE & SAFETY INC	R	10/15/2013		34.50CR	069522	
	I-200046	JEFFERSON FIRE & SAFETY INC	R	10/15/2013		220.56CR	069522	255.06
1276	JX ENTERPRISES INC							
	I-D-232620056	JX ENTERPRISES INC	R	10/15/2013		40.48CR	069523	
	I-D-232630083	JX ENTERPRISES INC	R	10/15/2013		6.25CR	069523	
	I-D-232670044	JX ENTERPRISES INC	R	10/15/2013		55.81CR	069523	
	I-D-232670095	JX ENTERPRISES INC	R	10/15/2013		25.32CR	069523	
	I-D-232680146	JX ENTERPRISES INC	R	10/15/2013		71.50CR	069523	
	I-D-232690062	JX ENTERPRISES INC	R	10/15/2013		34.94CR	069523	
	I-D-232750015	JX ENTERPRISES INC	R	10/15/2013		7.20CR	069523	
	I-D-232750118	JX ENTERPRISES INC	R	10/15/2013		11.96CR	069523	
	I-D-232750120	JX ENTERPRISES INC	R	10/15/2013		8.66CR	069523	
	I-D-232760045	JX ENTERPRISES INC	R	10/15/2013		7.20CR	069523	269.32

Attachment: Vouchers 10-15-13 (1449 : Voucher Approval.)

10/09/2013 4:23 PM

A / P CHECK REGISTER

PAGE: 6

PACKET: 04134 OCT 2013 COUNCIL - 2 10-15-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2904	KROPP CONCRETE PRODUCTS							
	I-22082	KROPP CONCRETE PRODUCTS	R	10/15/2013		653.30CR	069524	653.30
4584	KRUCZEK CONST INC							
	I-13-01 (6)	KRUCZEK CONST INC	R	10/15/2013		93,853.85CR	069525	93,853.85
3140	KUNDINGER FLUID POWER INC							
	I-50255044	KUNDINGER FLUID POWER INC	R	10/15/2013		1,068.58CR	069526	1,068.58
2289	KUSSMAUL ELECTRONICS CO INC							
	I-16067	KUSSMAUL ELECTRONICS CO INC	R	10/15/2013		257.22CR	069527	257.22
6577	LAKELAND LAWN CARE							
	I-44118	LAKELAND LAWN CARE	R	10/15/2013		2,885.00CR	069528	2,885.00
5786	LEE, CINDY							
	I-201310092652	LEE, CINDY	R	10/15/2013		94.92CR	069529	94.92
5269	MASTERFILES INC							
	I-2908101301	MASTERFILES INC	R	10/15/2013		3.75CR	069530	3.75
2713	MAU & ASSOCIATES							
	I-21395	MAU & ASSOCIATES	R	10/15/2013		927.50CR	069531	927.50
0173	MENARDS INC							
	I-27090	MENARDS INC	R	10/15/2013		21.79CR	069532	
	I-27104	MENARDS INC	R	10/15/2013		43.56CR	069532	
	I-27123	MENARDS INC	R	10/15/2013		9.49CR	069532	
	I-27666	MENARDS INC	R	10/15/2013		119.94CR	069532	
	I-27689	MENARDS INC	R	10/15/2013		19.12CR	069532	
	I-27866	MENARDS INC	R	10/15/2013		14.70CR	069532	
	I-27928	MENARDS INC	R	10/15/2013		51.96CR	069532	
	I-28043	MENARDS INC	R	10/15/2013		6.47CR	069532	287.03
5891	MIDWEST ENGINEERING SERVICES INC							
	I-G350026-IN	MIDWEST ENGINEERING SERVICES I	R	10/15/2013		5,223.90CR	069533	5,223.90
6835	MONTAGE ENTERPRISES INC.							
	I-26125	MONTAGE ENTERPRISES INC.	R	10/15/2013		551.39CR	069534	551.39
0190	NORTHEAST ASPHALT INC							
	I-13-07 (3)	NORTHEAST ASPHALT INC	R	10/15/2013		142,556.61CR	069535	142,556.61

Attachment: Vouchers 10-15-13 (1449 : Voucher Approval.)

10/09/2013 4:23 PM

A / P CHECK REGISTER

PAGE: 7

PACKET: 04134 OCT 2013 COUNCIL - 2 10-15-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0531	NORTHEAST AUTO PARTS INC							
	C-283083	NORTHEAST AUTO PARTS INC	R	10/15/2013		5.94	069536	
	I-282985	NORTHEAST AUTO PARTS INC	R	10/15/2013		8.94CR	069536	
	I-282992	NORTHEAST AUTO PARTS INC	R	10/15/2013		41.30CR	069536	
	I-283039	NORTHEAST AUTO PARTS INC	R	10/15/2013		16.99CR	069536	
	I-283045	NORTHEAST AUTO PARTS INC	R	10/15/2013		22.90CR	069536	
	I-283059	NORTHEAST AUTO PARTS INC	R	10/15/2013		39.65CR	069536	
	I-283074	NORTHEAST AUTO PARTS INC	R	10/15/2013		21.79CR	069536	
	I-283119	NORTHEAST AUTO PARTS INC	R	10/15/2013		73.07CR	069536	
	I-283194	NORTHEAST AUTO PARTS INC	R	10/15/2013		9.60CR	069536	
	I-283217	NORTHEAST AUTO PARTS INC	R	10/15/2013		6.29CR	069536	
	I-283234	NORTHEAST AUTO PARTS INC	R	10/15/2013		102.98CR	069536	
	I-283287	NORTHEAST AUTO PARTS INC	R	10/15/2013		265.86CR	069536	603.43
0966	OLD DOMINION BRUSH							
	I-47196-IN	OLD DOMINION BRUSH	R	10/15/2013		1,082.13CR	069537	
	I-47450-IN	OLD DOMINION BRUSH	R	10/15/2013		983.04CR	069537	2,065.17
0194	OLSON TRAILER & BODY LLC							
	I-C08995	OLSON TRAILER & BODY LLC	R	10/15/2013		95.48CR	069538	95.48
1020	OVERHEAD DOOR CO OF GREEN BAY							
	I-BAY1932434	OVERHEAD DOOR CO OF GREEN BAY	R	10/15/2013		70.00CR	069539	70.00
5222	P J KORTENS & CO INC							
	I-10015399	P J KORTENS & CO INC	R	10/15/2013		730.00CR	069540	730.00
5353	PHILIPS HEALTHCARE							
	I-926574214	PHILIPS HEALTHCARE	R	10/15/2013		397.32CR	069541	397.32
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-39528	PM SUPPLY - WRIGHT INDUSTRIAL	R	10/15/2013		380.51CR	069542	380.51
0208	POMP'S TIRE SERVICE INC							
	I-1010012323	POMP'S TIRE SERVICE INC	R	10/15/2013		2,742.14CR	069543	
	I-90010608	POMP'S TIRE SERVICE INC	R	10/15/2013		566.12CR	069543	
	I-90010610	POMP'S TIRE SERVICE INC	R	10/15/2013		467.68CR	069543	
	I-90010705	POMP'S TIRE SERVICE INC	R	10/15/2013		123.90CR	069543	
	I-90010795	POMP'S TIRE SERVICE INC	R	10/15/2013		418.70CR	069543	4,318.54
1246	PREVEA WORKMED INC							
	I-86735	PREVEA WORKMED INC	R	10/15/2013		111.00CR	069544	
	I-86870	PREVEA WORKMED INC	R	10/15/2013		192.75CR	069544	303.75

Attachment: Vouchers 10-15-13 (1449 : Voucher Approval.)

10/09/2013 4:23 PM

A / P CHECK REGISTER

PAGE: 8

PACKET: 04134 OCT 2013 COUNCIL - 2 10-15-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0218	PROMOTIONAL DESIGNS INC							
	I-197541	PROMOTIONAL DESIGNS INC	R	10/15/2013		56.33CR	069545	56.33
5973	RAE-COR DISTRIBUTING INC							
	I-49353	RAE-COR DISTRIBUTING INC	R	10/15/2013		185.00CR	069546	185.00
1434	PAULA RAHN							
	I-201310092653	PAULA RAHN	R	10/15/2013		175.72CR	069547	175.72
1359	RAY O'HERRON CO INC							
	C-1319840-CM	RAY O'HERRON CO INC	R	10/15/2013		290.00	069548	
	I-1329724-IN	RAY O'HERRON CO INC	R	10/15/2013		409.00CR	069548	119.00
2548	RETTLER CORPORATION							
	I-338	RETTLER CORPORATION	R	10/15/2013		915.00CR	069549	
	I-339	RETTLER CORPORATION	R	10/15/2013		1,957.50CR	069549	2,872.50
0158	ROBERT E LEE & ASSOCIATES INC							
	I-66861	ROBERT E LEE & ASSOCIATES INC	R	10/15/2013		6,100.00CR	069550	
	I-66862	ROBERT E LEE & ASSOCIATES INC	R	10/15/2013		4,000.00CR	069550	
	I-66863	ROBERT E LEE & ASSOCIATES INC	R	10/15/2013		6,000.00CR	069550	16,100.00
1023	S & S WORLDWIDE							
	I-7843877	S & S WORLDWIDE	R	10/15/2013		63.65CR	069551	63.65
1890	S I METALS AND SUPPLY							
	I-147707	S I METALS AND SUPPLY	R	10/15/2013		65.75CR	069552	65.75
4875	SANOFI PASTEUR							
	I-902085597	SANOFI PASTEUR	R	10/15/2013		900.02CR	069553	
	I-902086361	SANOFI PASTEUR	R	10/15/2013		750.02CR	069553	1,650.04
6141	SHARPER EDGE LANDSCAPING LLC							
	I-31330	SHARPER EDGE LANDSCAPING LLC	R	10/15/2013		180.00CR	069554	180.00
4259	SPRING GREEN							
	I-201310092654	SPRING GREEN	R	10/15/2013		2,815.00CR	069555	2,815.00
4094	STATE BAR OF WISCONSIN							
	I-490583	STATE BAR OF WISCONSIN	R	10/15/2013		80.39CR	069556	80.39
5701	TOTER LLC							
	I-KB 326791	TOTER LLC	R	10/15/2013		7,344.80CR	069557	7,344.80

Attachment: Vouchers 10-15-13 (1449 : Voucher Approval.)

10/09/2013 4:23 PM		A / P CHECK REGISTER				PAGE: 9		
PACKET: 04134 OCT 2013 COUNCIL - 2 10-15-13								
VENDOR SET: 01								
BANK : AP ASSOCIATED								
			CHECK	CHECK			CHECK	CHECK
VENDOR	NAME / I.D.	DESC	TYPE	DATE	DISCOUNT	AMOUNT	NO#	AMOUNT
0268	TRUCK EQUIPMENT INC							
	I-565168	TRUCK EQUIPMENT INC	R	10/15/2013		255.60CR	069558	
	I-565263	TRUCK EQUIPMENT INC	R	10/15/2013		189.74CR	069558	
	I-565351	TRUCK EQUIPMENT INC	R	10/15/2013		0.83CR	069558	446.17
0272	UNIFORM SHOPPE INC							
	I-224504	UNIFORM SHOPPE INC	R	10/15/2013		121.90CR	069559	
	I-224721	UNIFORM SHOPPE INC	R	10/15/2013		365.95CR	069559	
	I-224774	UNIFORM SHOPPE INC	R	10/15/2013		84.50CR	069559	
	I-225003	UNIFORM SHOPPE INC	R	10/15/2013		129.90CR	069559	
	I-225005	UNIFORM SHOPPE INC	R	10/15/2013		83.80CR	069559	
	I-225060	UNIFORM SHOPPE INC	R	10/15/2013		244.64CR	069559	1,030.69
1911	UNITED PARCEL SERVICE INC							
	I-70A6Y6393	UNITED PARCEL SERVICE INC	R	10/15/2013		17.15CR	069560	17.15
5892	VONBRIESEN & ROPER SC							
	I-8857	VONBRIESEN & ROPER SC	R	10/15/2013		6,299.50CR	069561	6,299.50
0238	WAUSAU EQUIPMENT CO INC							
	I-155604	WAUSAU EQUIPMENT CO INC	R	10/15/2013		536.39CR	069562	536.39
0282	WESCO DISTRIBUTION INC							
	I-432887	WESCO DISTRIBUTION INC	R	10/15/2013		147.99CR	069563	
	I-443392	WESCO DISTRIBUTION INC	R	10/15/2013		300.00CR	069563	
	I-443394	WESCO DISTRIBUTION INC	R	10/15/2013		75.00CR	069563	
	I-445875	WESCO DISTRIBUTION INC	R	10/15/2013		155.13CR	069563	
	I-445877	WESCO DISTRIBUTION INC	R	10/15/2013		166.43CR	069563	
	I-446493	WESCO DISTRIBUTION INC	R	10/15/2013		16.81CR	069563	861.36
5067	WI ASSOC FOR IDENTIFICATION							
	I-201310092661	WI ASSOC FOR IDENTIFICATION	R	10/15/2013		50.00CR	069564	50.00
0291	WI DEPT OF JUSTICE TIME MADISON							
	I-201310092655	WI DEPT OF JUSTICE TIME	MADI	R 10/15/2013		105.00CR	069565	
	I-201310092664	WI DEPT OF JUSTICE TIME	MADI	R 10/15/2013		14.00CR	069565	119.00
6500	WI DEPT OF SAFETY AND PROF SERV							
	I-328069	WI DEPT OF SAFETY AND PROF SER	R	10/15/2013		50.00CR	069566	50.00
4675	WI IAAI							
	I-201310092662	WI IAAI	R	10/15/2013		25.00CR	069567	25.00

Attachment: Vouchers 10-15-13 (1449 : Voucher Approval.)

10/09/2013 4:23 PM

A / P CHECK REGISTER

PAGE: 10

PACKET: 04134 OCT 2013 COUNCIL - 2 10-15-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1181	WI PARK AND RECREATION ASSOC							
	I-201310092656	WI PARK AND RECREATION ASSOC	R	10/15/2013		459.00CR	069569	459.00
1210	WIL KIL PEST CONTROL							
	I-2327440	WIL KIL PEST CONTROL	R	10/15/2013		104.00CR	069569	104.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	106	0.00	445,884.01	445,884.01
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	106	0.00	445,884.01	445,884.01

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: Vouchers 10-15-13 (1449 : Voucher Approval.)

10/09/2013 4:23 PM

A / P CHECK REGISTER

PAGE: 11

PACKET: 04134 OCT 2013 COUNCIL - 2 10-15-13

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	10/2013	66,355.47CR
201	10/2013	5,492.85CR
208	10/2013	445.29CR
210	10/2013	2,872.50CR
260	10/2013	30.00CR
290	10/2013	1,362.50CR
405	10/2013	320,924.33CR
601	10/2013	41,317.52CR
650	10/2013	7,083.55CR
ALL		445,884.01CR

Attachment: Vouchers 10-15-13 (1449 : Voucher Approval.)