



Common Council

Regular Meeting

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

Agenda

Tuesday, October 3, 2017

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **October 3, 2017** 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 September 19, 2017 Common Council Meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Recommendation from the License Committee on an Application for Change of Agent submitted by Pasquale's International Cafe LLC.
6. Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor License for Saks Holdings, LLC, 363 Main Av. Submitted by Saks Holdings, LLC, Agent: Andrew T. Krans, De Pere, WI.
7. Recommendation from the Board of Park Commissioners to Accept \$2500 Donation from Wochinske Foundation.
8. Recommendation from the Board of Park Commissioners to Accept \$500 Donation Toward the Southwest Park Playground Project from the Pink Flamingos.
9. Recommendation from the Board of Park Commissioners to Accept Donation of \$250 for the Recreation Scholarship Fund from the Pink Flamingos.
10. Recommendation from Plan Commission regarding a Request For Proposal (RFP) to rewrite the City of De Pere Zoning Ordinance. Submitted by the City of De Pere.
11. Resolution #17-74, A Resolution Authorizing and Providing for the Sale and Issuance of \$1,730,000 Taxable General Obligation Refunding Bonds, Series 2017B, and All Related Details
12. Resolution #17-75, A Resolution Authorizing and Providing for the Sale and Issuance of \$2,015,000 General Obligation Promissory Notes, Series 2017A, and All Related Details
13. Resolution #17-76, Authorizing Agreement Between The City of De Pere and St. Norbert College, Inc. Regarding State Lab of Hygiene Testing Collaboration.
14. Resolution #17-77, Disallowance of Claim (Cornerstone Pavers, LLC).
15. Resolution #17-78, Authorizing Agreement Regarding the Sale and Purchase of Certain Business Park Property Between the City of De Pere and Midland Plastics, Inc.

16. Resolution #17-79, Authorizing Agreement for Consultant Services Between the City of De Pere and Vogels Buckman Appraisal Group Inc. (Right-of-Way Acquisition Main Avenue-Lawrence Drive Roundabout).
17. Voucher Approval.
18. Operator License Applications.
19. Future Agenda Items.
20. Consideration of Acquisition of Property for Economic Development Purposes
PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session for deliberating or negotiating the purchasing of public property and investing of public funds for Economic Development purposes.
The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.
21. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:

Alderspersons
Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Andy Krans
Dustin Lemke
Jennifer Chevalier
Traci Schnell Heritage Research Ltd
Joe De Rose, Historic Preservation Division
Cornerstone Pavers, LLC
Midland Plastics, LLC

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

MEETING DATE: October 3, 2017

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the September 19, 2017 Common Council Meeting.

ATTACHMENTS:

- 9-19-17 Common Council Minutes (DOC)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, September 19, 2017

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on September 19, 2017 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status
Michael J. Walsh	Mayor	Present
James Boyd	Aldersperson	Present
Dan Carpenter	Aldersperson	Present
Scott Crevier	Aldersperson	Present
Jonathon Hansen	Aldersperson	Present
Ryan Jennings	Aldersperson	Present
Larry Lueck	Aldersperson	Present
Casey Nelson	Aldersperson	Present
Dean Raasch	Aldersperson	Present

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the August 29, 2017 Special Meeting of the Common Council.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Aldersperson
SECONDER:	Larry Lueck, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

4. Approval of the Minutes of the September 5, 2017 Meeting of the Common Council.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Aldersperson
SECONDER:	Ryan Jennings, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

5. Public comment upon matters not on the agenda or other announcements. None.
6. Presentation by De Pere Beautification Committee.
Rose Smits of the Beautification Committee provided a presentation on the year for the Council. Kathy Huppert and Carol Duquaine and her team were presented with awards by Mayor Walsh. A list of Garden Award recipients was presented. Mayor Walsh thanked the Committee and their volunteers and congratulated them on their accomplishments.
7. Recommendation from the Board of Public Works to Approve the Request for Proposals (RFP) for James St. Design.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

8. Recommendation from the Finance & Personnel Committee to accept a donation of \$1,000 from the Pink Flamingo to the Fire Department.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ryan Jennings, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

9. Recommendation from Finance/Personnel Committee to offer paid time off benefits to Staff Attorney position.

Human Resources Director Shannon Metzler explained the situation with the new Staff Attorney; discussion followed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

10. Recommendation from Finance/Personnel Committee to make changes to 2018 Seasonal/Part-time Employee Wages.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

11. Resolution #17-72 Authorizing Agricultural Farm Lease and Grass Cutting Agreement.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ryan Jennings, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

12. Resolution #17-73, Authorizing Corporate Name Change in Consultant Agreement Between the City of De Pere and Sparc, Inc., n/k/a Sparc Design Inc. (Strategic Visioning & Branding Initiative)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

13. Voucher Approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

14. Operator License Applications.

CITY OF DE PERE	
License Committee - September 19, 2017	
New Operator License Applications	
1	BREBNER, BARBARA R.
2	CAMERON-MC DONALD, CARRIE A.
3	CHARLES, KELIN L.
4	CHARLES, SHANNON M.
5	EICKMEYER, DEBORAH A.
6	MAY, EMMA R.
7	PARINS, ASHLEY L.
8	PASTERSKI, JEREMY M.
9	SABILLON, ELIZABETH A.
10	SIPPEL, HANNA R.
11	WANISH, MONICA J.

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

15. Future Agenda Items.

Alderperson Lueck requested a memo update on the recent license surrender by Buddha's Still.

16. Adjournment. Alderperson Raasch moved, seconded by Alderperson Boyd to adjourn the meeting at 7:56 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

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

MEETING DATE: October 3, 2017

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on an Application for Change of Agent submitted by Pasquale's International Cafe LLC.

ATTACHMENTS:

- Pasquales_Change of Agent_10-3-17 (PDF)

Change of Agent

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning October 3rd 20 17 ;
ending June 30 20 18TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)

Applicant's WI Seller's Permit No. <u>456-1028879685-0247-3927474</u> FEIN Number: _____	
LICENSE REQUESTED ▶	
TYPE	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$ <u>0</u>

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): ▶ Pasquale's International Cafe LLC

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Manager/owner Dustin W. Lemke</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
Vice President/Member	<u>Co-owner Eric Lemke</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Jennifer Lynn Cavalier</u>		
Directors/Managers			

3. Trade Name ▶ Pasquale's International Cafe Business Phone Number 920-336-3330
4. Address of Premises ▶ 305 Main Ave Post Office & Zip Code ▶ 54115 De Pere
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 Wisconsin and date _____ of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
- (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) First floor, basement, patio area
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? _____
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [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 20 day of September, 20 17[Signature]
(Clerk/Notary Public)My commission expires 4-30-21[Signature]
(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 <u>9-20-17</u>	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 3, 2017

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor License for Saks Holdings, LLC, 363 Main Av. Submitted by Saks Holdings, LLC, Agent: Andrew T. Krans, De Pere, WI.

ATTACHMENTS:

- Saks Holdings_Application_10-3-17 (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning Oct. 2nd 20 17 ;
ending 6-30 20 18TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City of }
County of Brown Aldermanic Dist. No. _____ (if required by ordinance)

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

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

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

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Andrew KRAUS</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
Vice President/Member		<u>[REDACTED]</u>	<u>[REDACTED]</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Andrew T. KRAUS</u>		
Directors/Managers			

3. Trade Name 363 MAW AVE. Business Phone Number 920-371-5032
4. Address of Premises 363 MAW AVE. Post Office & Zip Code 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☐ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 2018 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
- (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 3,000 Sq Ft building
10. Legal description (omit if street address is given above): 1
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? BAKERS, LLC
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 they must hold a Wisconsin Seller's Permit? [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 31st day of August, 20 17

[Signature]
(Clerk/Notary Public)

My commission expires 3/27/2021

[Signature]
(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 <u>8/31/2017</u>	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 3, 2017

DEPARTMENT: Parks, Recreation & Forestry

FROM: Don Melichar

SUBJECT: Recommendation from the Board of Park Commissioners to Accept \$2500 Donation from Wochinske Foundation.

The Board of Park Commissioners approved the following recommendation at their September 21, 2017 meeting and moved to send it to Common Council for approval.

This memo is to seek the Board of Park Commissioner's approval for the De Pere Parks, Recreation and Forestry Department to accept a donation of \$2500 from the Wochinske Foundation to be placed in the Recreation Scholarship fund.

This is the eighth year that Jim and Kathy Wochinske have donated to this fund. In total they have contributed \$16,000 to the Recreation Scholarship fund. They appreciate that the City offers this for our residents and truly enjoy contributing to this great program.

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

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 3, 2017

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Accept \$500 Donation Toward the Southwest Park Playground Project from the Pink Flamingos.

The Board of Park Commissioners approved the recommendation at their September 21, 2017 meeting and moved to send it to Common Council for approval.

We received a generous donation from the Pink Flamingos to be used toward our Southwest Park Playground project. Mary Meyer, who is leading the fundraising effort, will be working through winter on the fundraising for the playground expansion.

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

MEETING DATE: October 3, 2017

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Accept Donation of \$250 for the Recreation Scholarship Fund from the Pink Flamingos.

The Board of Park Commissioners approved the recommendation at their September 21, 2017 meeting and moved to send it to Common Council for approval.

We have received a generous donation from the Pink Flamingos toward our Recreation Scholarship Fund. The fund allows us to help needy families throughout the City of De Pere participate in a wide variety of recreational programming. On average we help 30-40 families every year.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 3, 2017

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission regarding a Request For Proposal (RFP) to rewrite the City of De Pere Zoning Ordinance. Submitted by the City of De Pere.

On September 25, 2017, the Plan Commission unanimously recommended approval of the Request For Proposals document with a vote of 5-0.

ATTACHMENTS:

- 9-25-2017 Plan Commission - Zoning Ordinance RFP Memo (PDF)
- Rezoning RFP FINAL (PDF)

ITEM 6: Recommendation regarding a Request For Proposal (RFP) to rewrite the City of De Pere Zoning Ordinance. Submitted by the City of De Pere.*

Background

The last complete rewrite for the City of De Pere Zoning Ordinance occurred on June 19, 1973. Over the past 44 years the City revised the ordinance with minor text edits, subsection revisions, and section additions. The changes were made in order to keep up with changing times, regulations, and needs of the growing City. In order to keep up with those needs, a complete rewrite of the ordinance is again needed.

A Proposed Request For Proposal

Attached is a copy of a Request for Proposal (RFP) that, if approved by the Plan Commission and Common Council, will be made available to the public from October-November 2018. The RFP seeks respondents that can propose a rewrite of an ordinance that will accomplish the following:

- Provide ease of navigation and translation by the public while remaining enforceable by the City
- Create graphics and images that describe the text
- Define elements that are and are not allowed in a zoning category
- Develop interactive maps that are linked to ordinance subsections
- Provide flexibility and a process for adding land uses that do not yet exist
- Enhance community life

In addition to the above general list, the RFP specifically calls out existing situations that are not conveniently addressed with the existing ordinance. Some items include region specific signage, parking, and establishing land use districts.

Timeline and Cost

The RFP identifies a maximum budget assigned to the project of \$125,000. Respondents are requested to provide a proposed completion timeline not to exceed 12-18 months.

Plan Commission Review Process

For RFP reviews the Plan Commission provides either an approval, approval with changes, or a rejection recommendation to the Common Council. It is expected that the Common Council will review the RFP on October 3, 2017.

Staff Recommendation

Staff recommends that the Plan Commission recommend approval of the RFP and forward the RFP to the Common Council for action on October 3, 2017.

Request For Proposals

City of De Pere Zoning Ordinance Rewrite



RFP Release Date: October 6, 2017
RFP Proposal Due Date: November 13, 2017, 4:30PM

Notice and Instructions for Proposal Submittals

1. Proposals must be received at the below address no later than 4:30p.m. on November 13, 2017.

2. Submit one digital and five hard copies to:

City of De Pere Economic Development and Planning Department
ATTN: Peter Schleinz, City Planner
335 S. Broadway Street
De Pere, WI 54115
pschleinz@mail.de-pere.org

3. Email submittals of the digital copy are acceptable in PDF format if file size is less than 10MB.

A. General Request Information

The City of De Pere, through its Request for Proposals (RFP), is seeking qualified planning and zoning consultants, multi-disciplinary firms or teams to undertake a complete zoning ordinance rewrite project. The new zoning code must be easy to read, understandable by the public, and enforceable by the City. The project is NOT a simple update to the existing ordinance.

The original zoning code was written in the 1970's with a rewrite in the late 1990's and minor maintenance corrections made over the years. Parts of the code are no longer consistent. Effective code review by staff becomes difficult when working with developers who are used to De Pere's known history of being very efficient. The existing code does not function in an era of technology that provides fast answers.

B. City of De Pere Background

The 24,721 residents that call De Pere, Wisconsin home know that the community provides a high quality of life in the Greater Green Bay metropolitan area. With two excellent school districts, an urban private college, a dynamic downtown, successful business parks and safe residential neighborhoods served by ample parks and natural areas, the community has a considerable amount of loyalty and pride.

The residential, business and commercial areas are connected via a transportation and green space network that accommodates cars, bicycles, and pedestrians. The beautiful Fox River is the focal point of the City Center. The modern Claude Allouez Bridge unites the two sides of the dynamic downtown, which includes new and historic buildings. Whether one is on the east side or west side of the City, historic buildings are thoughtfully blended with redevelopment that provides a desirable mix of housing, employment, shopping, dining and entertainment.

- The City consistently ranks high on livability indexes, and the housing market has become very competitive.

The main thrust of the project is to establish a new zoning code that is easy to read, understandable by the public, and enforceable by the City of De Pere. The ordinance should consider form-based or context sensitive applications, creating design and infill standards for development in the City's downtown district, the college campus, the historic districts, the business and industrial parks, as well as development and growth areas, as identified in the City's 2011 Comprehensive Plan. Key to these areas would be connectivity, walkability, and mixed use nodes that enhance community life in the City of De Pere.

The City of De Pere would like to establish zoning regulations that are more reflective of the character of newer development while preserving the historic characteristics of an older city that is a suburb of a larger metropolitan area.

C. Project Overview and Objectives

The general purpose of the project is the comprehensive rewrite of the City of De Pere Zoning Ordinance in order to make the ordinance consistent with the goals and objectives of the City's Comprehensive Plan.

The City has a desire to develop a zoning ordinance that defines regulations using a combination of text, graphics and images/photographs. The ordinance must ensure predictable, high-quality outcomes that are sensitive to the character of surrounding development, while allowing economic growth in areas where that growth can benefit the identity of the community. This would ideally include a blending of zoning districts, sub-categories within each district, and overlays that allow special uses for districts depending on the district location geographically within the City.

The new ordinance should be designed to accommodate the following document design features:

1. The ordinance needs to be easy to navigate and translate by the public, and simple to be enforced by the City.
2. Text that is supported and enhanced with charts, graphics, images, and photos is needed. A graphic rich ordinance is of utmost importance.
3. The ordinance needs to be colorful.
4. The ordinance needs to function online with MuniCode.
5. The text needs to clearly identify how and when elements are allowed and specifically identify when elements, that are assumed approvable, are not allowed.
6. The ordinance must be designed and formatted in such a way that the document provides flexibility when desired, without constant text revision, yet there is a solid foundation for regulation.
7. "Interactive maps" and graphics that link directly to ordinance subsections that the maps or graphics area represent are desired.
8. The ordinance should minimize need for the user to flip back and forth between lists and different sections.
9. Clear, concise and well defined permitted and conditional land uses.
10. The ordinance should have flexibility and a process defined for when a new or unique land use is not on any list.

The new ordinance must specifically address the following:

- The existing ordinance is based on broad city-wide zoning categories. The new ordinance needs to link to details that will be unique for specific geographical areas (neighborhoods) and translate to specific urban and rural commercial nodes, industrial parks, downtowns, highway frontage corridors, etc.

- The ordinance must link strongly to the Comprehensive Plan to better demonstrate how people want to live in or use an area.
- Special use districts need to be identified (i.e. – businesses in an entertainment district).
- A process for addressing non-conforming uses. Terminating the continuation of non-conforming uses needs to be spelled out
- The sign code applies to all areas and malfunctions when, for example, a downtown property and highway property are treated as equals. A sign code that addresses signage in different areas of the City is needed. Recent variance applications provide direction on additional signage district changes.
- Zoning categories that address the same “use” in different areas of the City is needed.
- Minimize the use of Planned Development Districts (PDD).
- Parking needs to be flexible for a diversity of locations. On-site needs in a downtown with public lots and on-site needs in an industrial park with hundreds of employees working three shifts, for example, need to be addressed.
 - There are no parameters for shared parking based on the “time of day” that a parking stall is used (i.e. – a mall with a daytime salon and a night time bar can use the same stalls rather than doubling up).
- Ordinance requirements are oftentimes found within the “definition” section of the ordinance only. Items need to be located in a logical location.
- Discrepancies in different sections of the ordinance need to be eliminated.
 - Parking lot sizes do not match.
 - ADA requirements do not match federal requirements.
 - Landscaping requirements are not clear and consistent for all zoning categories.
 - Should include references to geographic location (like first bullet) rather than just the zoning district.
- Allowances for acceptable “required” building materials, with flexibility to add and revise newer and more modern technologies, needs to be incorporated because the development sections of the code do not allow flexibility to accommodate modern building materials.
- Design standards that address the desired appearance of the building and site based on geographical location (industrial park, downtown, commercial corridor).

D. Expected Tasks and Services

The successful respondent is expected to perform many tasks for the development of the zoning ordinance rewrite including, but not limited to the following:

1. **Diagnostic Review:** A comprehensive review and executive summary of deficiencies identified in the current zoning code. This should include a review of the zoning code against the following measures, at a minimum:
 - Meeting and discussions with City Staff
 - Concurrency with the City's Comprehensive Plan
 - Compliance with State and Federal laws and case law
 - Overall cohesiveness and consistency
 - Enforceability
 - Workability for staff and the general public
 - Public Outreach comments (see below)
 - Understanding of Wisconsin State Statute as related to Municipal Zoning
2. **Public Outreach:** Conduct individual or small-group interviews and public open houses with community stakeholders. Consider a public meeting for the general public and/or online methods of engagement to gain public input throughout the process. The consultant should provide a written summary and analysis of the comments made by the individuals and groups.
3. **Solutions and Code Outline:** Develop an outline of solutions to the problems identified in the above outreach and diagnostics steps. Determine if elements from the original zoning ordinance can be incorporated into the rewrite text. Develop a working outline of the newly updated ordinance.
4. **Draft Code:** Complete an initial draft of the new Zoning Ordinance. Facilitate a process of presentation of the draft to stakeholders and the general public; ongoing refinement of the draft based on feedback from staff, stakeholders, and citizens; and tracking of all changes. Identify changes needed on the Zoning Map. Assist City staff with public outreach and explanation of the proposed changes.
5. **Maps and Graphics:** Provide maps and graphics identifying parcels with uses and structures that become inconsistent with proposed standards and zoning regulations.
6. **Legal Consultation:** Provide legal opinions regarding specific questions that arise during the process as well as a full legal review of the final draft.
 - **Reference Guide:** Create a reference guide that summarizes key parts of the Code. See following sample of City of Philadelphia Sign Code Reference Guide--
[http://www.phila.gov/CityPlanning/projectreviews/PDF/Quick Reference Guide.pdf](http://www.phila.gov/CityPlanning/projectreviews/PDF/Quick%20Reference%20Guide.pdf)
7. **Adoption:** Assistance with presentations to the City Zoning Board of Appeals, Plan Commission, Common Council, and any additional revisions requested from these meetings until final adoption of the rewritten Zoning Ordinance is made by the Common Council.

Throughout the entire process, extensive interaction is expected with City Staff. The detailed schedule for the project shall be included in the consultant's proposal, and should be limited to 12 to 18 months.

E. Deliverables

All items delivered as part of this project shall be the sole property of the City of De pere. The consultant shall be responsible for the submittal and execution of the following:

1. **Progress Reports and Research:** The consultant shall be responsible for submitting monthly progress reports and research information relative to the project. The consultant shall clearly communicate how the regulatory effects of the proposed ordinance may differ from the effects of the current ordinance. Background information regarding subjects addressed in the new ordinance, which are not addressed in the current ordinance shall also be submitted by matrix.
2. **Draft Ordinances/Maps:** Copies of the draft documents are required, quarterly, during the development stages of the project for review, presentation, and use by the Plan Commission and staff.
3. **Meetings:** The consultant will be responsible for meeting with the Plan Commission for plan updates on a quarterly basis. The consultant will also meet with staff as the project develops on a regular basis. The number and frequency of the meetings will be determined in consultation with all parties before the project begins. The purpose of the meetings will be to establish objectives, discuss alternatives, provide direction and review progress. In addition, the consultant may be expected to attend periodic meetings of the Common Council.
4. **Final Work Products:** The new zoning ordinance must be provided in both print and electronic format compatible with UniCode. Easy-to-use charts, checklists, graphics, and images/photos within the document are required. The consultant shall provide the following specific ordinance products:
 - One (1) electronic Microsoft Word version and PDF version of the ordinance..
 - A copy of the zoning map data that is compatible with the City's GIS System, in a format that can be edited by the City of De Pere staff.

The final zoning map shall be included as part of the zoning ordinance document. The City shall be provided with the following map products:

- A digital version/shape files of the individual parcel level for use in and compatible with the City's Geographic Information System, which uses ESRI platform and can be edited by the City of De Pere staff.

F. Existing Ordinance

The City of De Pere Zoning Code of Ordinances include Chapters 14, 15, 16, and 98 of the City's Municipal Code. With the exception of area specific edits, the majority of the ordinances have not been revised for 20 years or longer. Chapter 14 and 98 are anticipated to require the most substantial amount of review and rewrite.

The consultant will be expected to complete a comprehensive, independent review of the Zoning Ordinance to determine if items should be retained as part of the rewrite. Below is a list of the overall ordinance elements that the consultant will be expected to update and review independently:

Reference Links

Municipal Code: https://library.municode.com/wi/de_pere/codes/code_of_ordinances

City of De Pere: <https://www.de-pere.org/>

Comprehensive Plan, Downtown Master Plan, Historic Neighborhood Preservation Plan:
<https://www.de-pere.org/egov/apps/document/center.egov?view=item&id=730>

G. RFP Requirements

Consultants are asked to respond to this RFP by developing a proposal to fully meet the work associated with this project. Consultants are asked to submit a concise proposal describing their capacity to manage the project and their experience with similar projects. Samples of zoning ordinances/rewrites and public participation plans are expected. The proposals should include a clear outline of how the consultant will meet the objectives of the project.

The City of De Pere does not have a specific proposal format; however, the City expects the following information to be included with the proposals:

1. **Contact Information:** Consultant's name, address, phone number, email, along with the name and signature of the authorized agent and contact person.
2. **Firm History:** Brief history of the firm, including short case studies of similar projects carried out by the firm.
3. **Project Statement:** Statement of overall project understanding and general approach to meet project objectives and tasks of the project, description and modifications or expansion of the information provided.

4. **Time Schedule:** A detailed project time schedule for accomplishing the expected tasks and services, including start dates, major project milestones and anticipated completion dates. Time schedule should specifically identify how and when outreach to the public, staff, and elected officials occurs. The timeframe for project completion should be approximately twelve (12) months.
5. **Examples:** Demonstrate related projects that were completed for other communities that are similar to the City. Emphasis placed on projects include logical graphics and imagery within or as a supplement to a zoning ordinance should be emphasized.
6. **References:** A list of client references for whom the consultant has provided similar services including name, address, e-mail and phone number of a contact person for each reference. Indicate the type, scope and duration of the work done for each client.
7. **Project Manager Qualifications:** A statement indicating the qualifications of the key person who will be assigned as the project manager by the consultant and their responsibilities within the scope of services.
8. **Budget Proposal:** A proposed budget with level of effort for each member of the team and for each major task.
9. **Fee Schedule:** A fee schedule for personnel involved with the project.

H. General Selection Process

A selection committee comprised of the City Attorney, Director of Economic Development and Planning, Zoning Administrator, and the City Planner will review the proposals based on the following criteria:

1. **Qualifications:** Qualifications and previous related work experience particularly related to similar sized communities.
2. **Understanding:** Demonstrated understanding of project objectives, tasks, and services.
3. **Price:** The proposed price/cost will be considered.
4. **Related projects:** Examples of related completed and in-progress projects.
5. **Proposal Quality:** Quality of requested submission requirements, including sample materials and proposal package.

The City of De Pere will select a short list of applicants to meet with the selection committee to clarify submitted proposals, provide supplemental information, confirm proposal representations and answer any questions.

I. Terms

The City of De Pere reserves the right to accept or reject all proposals or parts thereof and reissue the RFP without stated cause. Upon selection of a consultant, the City of De Pere shall attempt to negotiate and reach a final agreement. If the City, for any reason, is unable to reach a final agreement with the selected consultant, the City then reserves the right to reject the selected consultant and negotiate with others.

The City of De Pere is not bound to accept the proposal with the lowest cost, but may accept the proposal that best meets the needs of the City.

J. RFP Schedule

1. RFP Issued:
 - a. October 6, 2017
2. Questions due to the City: (sent via email to pschleinz@mail.de-pere.org)
 - a. By October 20, 2017
3. Responses to questions posted on City website:
 - a. By October 27, 2017
4. Proposals due to the City:
 - a. By November 13, 2017 at 4:30p.m.
5. Possible interviews with finalists:
 - a. November - December 2017
6. Plan Commission Consultant Selection:
 - a. December 2017 - January 2018
7. Common Council Consultant Selection:
 - a. January - February 2018

K. Project Budget

The consultants for this project will be retained by the City. Interested parties should provide a total cost to prepare the zoning ordinance to include hourly rates and estimated expenses associated with the project. The proposed budget should not exceed \$125,000 including all travel and incidental project costs.

L. Contact and Questions

This Request For Proposals has been distributed by the City of De Pere Economic Development and Planning Department. All questions or inquiries concerning this RFP should be directed to:

Peter Schleinz, City Planner
 City of De Pere
 335 S. Broadway Street
 De Pere, WI 54115
 Phone: 920.339.4043 x2
 Fax: 920.330.9491
 Email: pschleinz@mail.de-pere.org

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 3, 2017

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #17-74, A Resolution Authorizing and Providing for the Sale and Issuance of \$1,730,000 Taxable General Obligation Refunding Bonds, Series 2017B, and All Related Details

ATTACHMENTS:

- Reso17-74 (DOCX)

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

October 3, 2017

Resolution No. 17-74

**A Resolution Authorizing and Providing for the Sale and Issuance of
\$1,730,000 Taxable General Obligation Refunding Bonds, Series 2017B,
and All Related Details**

RECITALS

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

1. The Issuer is in need of funds to finance the advance refunding of the 2027 maturity (the “**Refunded Bonds**”) of the Issuer’s \$2,270,000 City of De Pere, Wisconsin Taxable General Obligation Corporate Purpose Bonds, Series 2008B, dated August 1, 2008, and to pay interest on the Obligations (as defined below) through and including the redemption date of the Refunded Bonds (the “**Refunding**”).

2. On August 15, 2017 the Governing Body adopted an initial resolution authorizing the issuance of not to exceed \$1,800,000 in principal amount of taxable general obligation refunding bonds of the Issuer for the purpose of the Refunding (the “**Initial Resolution**”).

3. The Clerk of the Issuer caused notice of the sale (the “**Notice to Bidders**”) of the City of De Pere, Wisconsin Taxable General Obligation Refunding Bonds, Series 2017B (the “**Obligations**”) to be given to media typically monitored by potential bidders in the manner and form directed by the Authorizing Resolution. The notice is made of record in these proceedings, and the Governing Body ratifies the notice.

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

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

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2019	\$155,000	_____ %
2020	160,000	_____
2021	170,000	_____
2022	180,000	_____
2023	190,000	_____
2024	200,000	_____
2025	210,000	_____
2026	225,000	_____
2027	240,000	_____

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

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

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

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the terms defined above, capitalized terms not otherwise defined herein shall have the meanings set forth below, unless the context clearly requires another meaning.

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

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

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

“Debt Service Fund Account” has the meaning set forth in Section 18 hereof.

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

“**DTC**” means The Depository Trust Company.

“**Escrow Account**” means the escrow account created under the Escrow Agreement.

“**Escrow Agent**” means Associated Trust Company, National Association.

“**Escrow Agreement**” means the escrow agreement to be entered into between the Issuer and the Escrow Agent to effect the refunding of the Refunded Bonds.

“**Financial Officer**” means the Treasurer.

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

“**Governing Body**” has the meaning set forth in the recitals to this resolution.

“**Issuer**” means the City of De Pere, Wisconsin.

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

“**Notice of Sale**” has the meaning set forth in the recitals to this resolution.

“**Obligations**” means the \$1,730,000 City of De Pere, Wisconsin Taxable General Obligation Refunding Bonds, Series 2017B, which will be issued pursuant to this resolution.

“**Original Issue Date**” means October 18, 2017.

“**Prior Bonds**” means the Issuer’s \$2,270,000 City of De Pere, Wisconsin Taxable General Obligation Corporate Purpose Bonds, Series 2008B, dated August 1, 2008.

“**Purchase Agreement**” means the purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations as described in Section 16.

“**Purchase Price**” has the meaning set forth in the recitals to this resolution.

“**Purchaser**” has the meaning set forth in the recitals to this resolution.

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

“**Recording Officer**” means the Issuer’s Clerk.

“**Redemption Date**” means December 1, 2018.

“**Refunded Bonds**” means 2027 maturity of the Prior Bonds.

“**Refunding**” has the meaning set forth in the recitals to this resolution.

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

- (i) The name and address of the registered owner of each Obligation.
- (ii) All transfers of each Obligation.

“**Treasurer**” means the Issuer’s Treasurer.

Section 2. Exhibits.

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

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, taxable general obligation refunding bonds of the Issuer in the principal amount of \$1,730,000. The Obligations will be issued pursuant to the provisions of Chapter 67 of the Wisconsin Statutes to effect the Refunding and to pay the costs issuing the Obligations (including, but not limited to, printing costs and fees for underwriting, financial consultants, bond counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named “City of De Pere, Wisconsin Taxable General Obligation Refunding Bonds, Series 2017B.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

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

The Obligations will bear interest from the Original Issue Date. Interest will be due and payable on each June 1 and December 1, beginning on June 1, 2018, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever

under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

<u>Year</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2019	\$155,000	_____ %
2020	160,000	_____
2021	170,000	_____
2022	180,000	_____
2023	190,000	_____
2024	200,000	_____
2025	210,000	_____
2026	225,000	_____
2027	240,000	_____

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

Section 5. Refunding of Refunded Bonds; Escrow Account.

To provide for the payment of (i) interest on the Obligations through and including the Redemption Date and (ii) principal of the Refunded Bonds on their Redemption Date, the Municipal Officers are directed to enter into the Escrow Agreement on the Issuer's behalf and to transfer to the Escrow Account the amounts necessary for this purpose. The amounts deposited in the Escrow Account must be invested and disbursed in the manner described in the Escrow Agreement.

It is necessary to purchase investment securities to be held in the Escrow Account. The Issuer is directed to purchase, or cause to be purchased, appropriate securities to be held in the Escrow Account in the Issuer's name. The securities that are purchased must be deposited in the Escrow Account and held pursuant to the terms of the Escrow Agreement and this resolution.

Section 6. Redemption of Refunded Bonds.

The Issuer irrevocably directs that the principal amount of the Refunded Bonds be redeemed and paid in full in advance of their stated maturity on the Redemption Date. The appropriate officers of the Issuer are directed to instruct the fiscal agent for the Prior Bonds to take all actions required to call each Refunded Bond for redemption on the Redemption Date, including giving notice in the manner required by the governing documents for the Prior Bonds.

Section 7. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency

agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 8. Appointment of Depository.

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

Section 9. Book-Entry System.

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

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the Issuer will do the following:

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.
- (ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 10. Redemption.

The Obligations are not subject to [optional] redemption prior to their stated maturity dates.

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

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

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

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a

successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

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

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

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

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

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

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

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

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

[Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than all the principal amount of a particular Obligation is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.]

[Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register.]

Section 13. Form of Obligations.

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

Section 14. Execution of Obligations.

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

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

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

Section 15. Continuing Disclosure.

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

Section 16. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the Purchase Agreement. The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to effect the closing for the Obligations.

The Financial Officer is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

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

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 17. General Obligation Pledge; Tax Levy.

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

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

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2017	\$ _____
2018	_____
2019	_____
2020	_____
2021	_____
2022	_____
2023	_____
2024	_____
2025	_____

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2026	_____

The Issuer will provide for the payment of interest on the Obligations through and including the Redemption Date by depositing a portion of the proceeds of the Obligations in the Escrow Account. Money in the Escrow Account will be invested pursuant to the Escrow Agreement to provide sufficient funds for that purpose. The Issuer irrevocably appropriates the amounts that will be received from the Escrow Account pursuant to the Escrow Agreement to pay interest on the Obligations through the Redemption Date. As a result of the appropriation, the taxes levied for the year 2017 to pay interest on the Obligations in 2018 will be abated.

Section 18. Debt Service Fund Account.

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

Section 19. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in the Escrow Account. The Escrow Account shall be deemed to be the Borrowed Money Fund for the Obligations for purposes of Section 67.10 (3) of the Wisconsin Statutes. Money in the Escrow Account, including any earnings, shall be (i) used to effect the Refunding and pay the costs of issuing the Obligations or (ii) transferred to the Debt Service Fund Account as provided by law.

Section 20. Official Statement.

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

Section 21. Publication of Notice.

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

Section 22. Authorization of Officers.

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

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

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

Section 23. Further Authorization.

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

Section 24. Conflict with Prior Acts.

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

Section 25. Severability of Invalid Provisions.

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

Section 26. Resolution Effective upon Adoption and Approval.

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

* * * * *

Adopted: October 3, 2017

Approved: October ____, 2017

Mayor

Clerk

Attachment: Reso17-74 (6269 : Resolution #17-74, A Resolution Authorizing and Providing for the Sale and Issuance of \$1,730,000 Ta)

EXHIBIT A
FORM OF OBLIGATION

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

STATE OF WISCONSIN
CITY OF DE PERE

No. R-_____ Registered
\$ _____

TAXABLE GENERAL OBLIGATION REFUNDING BOND, SERIES 2017B

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	December 1, 20__	October 18, 2017	241361 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF DE PERE, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe, and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each June 1 and December 1, beginning on June 1, 2018, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of bonds (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$1,730,000, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and is authorized by (1) an initial resolution adopted by the governing body of the Issuer on August 15, 2017, and (2) the resolution duly adopted by the governing body of the Issuer on October 3, 2017, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of \$1,730,000 Taxable General Obligation Refunding Bonds, Series 2017B, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered bonds.

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

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

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

The Obligations are not subject to [optional] redemption prior to their stated maturity dates.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

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

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

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

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

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

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

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

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

[Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the

redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register.]

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

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

CITY OF DE PERE, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

Certificate of Authentication

Dated: October __, 2017

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

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

Attachment: Reso17-74 (6269 : Resolution #17-74, A Resolution Authorizing and Providing for the Sale and Issuance of \$1,730,000 Ta)

ASSIGNMENT

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

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

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

Dated: _____

Signature Guaranteed

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

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

EXHIBIT B

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

On October 3, 2017, pursuant to Chapter 67 of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of De Pere, Wisconsin authorized the borrowing of money and entered into a contract to sell taxable general obligation refunding bonds in the principal amount of \$1,730,000. It is anticipated that the closing of this bond financing will be held on or about October 18, 2017. A copy of all proceedings had to date with respect to the authorization and sale of said bonds is on file and may be examined in the office of the City Clerk, at 100 North Jefferson Street, De Pere, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

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

Publication Date: October ____, 2017

/s/ Shana D. Ledvina
City Clerk

Attachment: Reso17-74 (6269 : Resolution #17-74, A Resolution Authorizing and Providing for the Sale and Issuance of \$1,730,000 Ta)

CERTIFICATIONS BY CLERK

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

A Resolution Authorizing and Providing for the Sale and Issuance of \$1,730,000 Taxable General Obligation Refunding Bonds, Series 2017B, and All Related Details

I further certify as follows:

1. **Meeting Date.** On October 3, 2017, a meeting of the Governing Body was held beginning at _____ p.m.
2. **Posting.** On September ____, 2017 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in De Pere, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.
3. **Notification of Media.** On September ____, 2017 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media that have filed a written request for such notice and to the official newspaper of the Municipality, if any. The communication specifically referred to the Resolution.
4. **Open Meeting Law Compliance.** The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** The meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

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

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on October ____, 2017, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

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

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this Certificate as of October ____, 2017.

Clerk

[SEAL]

Attachment: Reso17-74 (6269 : Resolution #17-74, A Resolution Authorizing and Providing for the Sale and Issuance of \$1,730,000 Ta)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 3, 2017

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #17-75, A Resolution Authorizing and Providing for the Sale and Issuance of \$2,015,000 General Obligation Promissory Notes, Series 2017A, and All Related Details

ATTACHMENTS:

- Reso17-75 (DOCX)

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

October 3, 2017

Resolution No.: 17-75

**A Resolution Authorizing and Providing for the Sale and Issuance of
\$2,015,000 General Obligation Promissory Notes, Series 2017,
and All Related Details**

RECITALS

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

1. The Issuer is in need of funds to finance equipment replacement and vehicle repair for the fire department; purchase of a vehicle for the parks department; and construction, improvements, and maintenance to streets, sidewalks, and bridges (collectively, the “**Project**”).
2. On August 15, 2017, the Governing Body adopted an initial resolution authorizing the issuance of general obligation promissory notes of the Issuer in the principal amount of approximately \$2,100,000 for the purposes of the Project (the “**Initial Resolution**”).
3. The Clerk of the Issuer caused notice of the sale (the “**Notice to Bidders**”) of the City of De Pere, Wisconsin General Obligation Promissory Notes, Series 2017 (the “**Obligations**”) to be given to media typically monitored by potential bidders in the manner and form directed by the Initial Resolution. The Notice to Bidders is made of record in these proceedings, and the Governing Body ratifies the notice.
4. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid (the “**Official Terms of Offering**”), written bids for the sale of the Obligations were received and delivered to the Governing Body.
5. The Governing Body has considered all the bids it received. The Governing Body has decided to accept the bid of _____ (the “**Purchaser**”), or a group that it leads, to purchase the Obligations on the terms specified in the Purchaser’s bid. The Purchaser bid the price of \$_____ for the entire issue of Obligations (the “**Purchase Price**”) and specified that the Obligations maturing on September 1 in the years shown below will bear interest at the respective interest rates shown below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2018	\$335,000	_____ %	2023	\$100,000	_____ %
2019	240,000	_____	2024	145,000	_____
2020	265,000	_____	2025	150,000	_____
2021	145,000	_____	2026	275,000	_____
2022	145,000	_____	2027	215,000	_____

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

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

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

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

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

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

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

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

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

"Debt Service Fund Account" has the meaning set forth in Section 16.

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

“**DTC**” means The Depository Trust Company.

“**Financial Officer**” means the Issuer’s Treasurer.

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

“**Governing Body**” means the Issuer’s Common Council.

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

“**Issuer**” means the City of De Pere, Wisconsin.

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

“**Obligations**” means the \$2,015,000 City of De Pere, Wisconsin General Obligation Promissory Notes, Series 2017, which will be issued pursuant to this resolution.

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

“**Original Issue Date**” means October 18, 2017.

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

“**Purchase Agreement**” means the purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations as described in Section 14.

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

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

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

“**Recording Officer**” means the Issuer’s Clerk.

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

- (i) The name and address of the registered owner of each Obligation.
- (ii) All transfers of each Obligation.

“**Treasurer**” means the Issuer’s Treasurer.

Section 2. Exhibits.

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

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the Issuer in the aggregate principal amount of \$2,015,000. The Obligations will be issued pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to pay the costs of the Project and certain expenses of issuing the Obligations (including printing costs and fees for financial consultants, bond counsel, fiscal agent, rating agencies, insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named “City of De Pere, Wisconsin General Obligation Promissory Notes, Series 2017.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

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

The Obligations will bear interest from the Original Issue Date. Interest will be payable semiannually on each March 1 and September 1, beginning on March 1, 2018, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The Issuer and the Fiscal Agent may treat the person or entity in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2018	\$335,000	_____ %
2019	240,000	_____
2020	265,000	_____
2021	145,000	_____
2022	145,000	_____
2023	100,000	_____
2024	145,000	_____
2025	150,000	_____
2026	275,000	_____
2027	215,000	_____

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

Section 5. Fiscal Agent.

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

Section 6. Appointment of Depository.

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

Section 7. Book-Entry System.

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

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

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the

aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.

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

Section 8. Redemption.

The Obligations maturing on and after September 1, 2025 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 2024 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 in accordance with Sections 9 and 10 hereof.

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

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

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

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

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

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

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

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

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

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

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

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

Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than all the principal amount of a particular Obligation is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

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

Section 11. Form of Obligations.

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

Section 12. Execution of Obligations.

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

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

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

Section 13. Continuing Disclosure.

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

Section 14. Sale of Obligations.

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

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

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

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

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 15. General Obligation Pledge; Tax Levy.

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

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

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2017	\$ _____	2022	\$ _____
2018	_____	2023	_____
2019	_____	2024	_____
2020	_____	2025	_____
2021	_____	2026	_____

Section 16. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the “**Debt Service Fund Account**”), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the date of delivery of the Obligations and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and

used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

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

Section 18. Official Statement.

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

Section 19. Publication of Notice.

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

Section 20. Authorization of Officers.

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

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer’s custody or control or as are otherwise known to the officer.

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

Section 21. Qualified Tax-Exempt Obligations.

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

Section 22. Tax Law Covenants.

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

Section 23. Further Authorization.

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

Section 24. Conflict with Prior Acts.

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

Section 25. Severability of Invalid Provisions.

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

Section 26. Effective Date.

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

* * * * *

Adopted: October 3, 2017

Approved: October ____, 2017

Mayor

Clerk

EXHIBIT A
FORM OF OBLIGATION

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

STATE OF WISCONSIN
CITY OF DE PERE

Registered

No. R-____

\$_____

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2017

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	September 1, 20__	October 18, 2017	241361 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF DE PERE, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is payable semiannually on March 1 and September 1, beginning on March 1, 2018, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$2,015,000, all of like tenor, except as to denomination, interest rate, and maturity date, issued by the Issuer pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, and is authorized by (1) an initial resolution adopted by the governing body of the Issuer on August 15, 2017 and (2) the resolution duly adopted by the governing body of the Issuer on October 3, 2017, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of \$2,015,000 General Obligation Promissory Notes, Series 2017, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered notes.

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

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

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

The Obligations maturing on or after September 1, 2025 are subject to redemption before their stated maturity dates, at the Issuer’s option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 2024 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 as set forth below.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

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

registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

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

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

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

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

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

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

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the

Obligations to be redeemed. If less than all the principal amount of a particular Obligation is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

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

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

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

CITY OF DE PERE, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

Certificate of Authentication

Dated: October ____, 2017

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

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

Attachment: Reso17-75 (6270 : Resolution #17-75, A Resolution Authorizing and Providing for the Sale and Issuance of \$2,015,000 Ge)

ASSIGNMENT

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

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

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

Dated: _____

Signature Guaranteed

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

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

EXHIBIT B

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

On October 3, 2017, pursuant to Section 67.12(12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of De Pere, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation promissory notes in the principal amount of \$2,015,000. It is anticipated that the closing of this note financing will be held on or about October 18, 2017. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 335 South Broadway Street, De Pere, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

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

Publication Date: October ____, 2017

/s/ Shana D. Ledvina
City Clerk

Attachment: Reso17-75 (6270 : Resolution #17-75, A Resolution Authorizing and Providing for the Sale and Issuance of \$2,015,000 Ge)

CERTIFICATIONS OF CLERK

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

A Resolution Authorizing and Providing for the Sale and Issuance of \$2,015,000 General Obligation Promissory Notes, Series 2017 and All Related Details

I further certify as follows:

1. **Meeting Date.** On October 3, 2017, a meeting of the Governing Body was held beginning at _____ p.m.
2. **Posting.** On September ____, 2017 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in De Pere, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.
3. **Notification of Media.** On September ____, 2017 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality. The communication specifically referred to the Resolution.
4. **Open Meeting Law Compliance.** The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** The meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

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

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on October ____, 2017, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

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

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate on October ____, 2017.

Clerk

[SEAL]

Attachment: Reso17-75 (6270 : Resolution #17-75, A Resolution Authorizing and Providing for the Sale and Issuance of \$2,015,000 Ge)

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

MEETING DATE: October 3, 2017

DEPARTMENT: Health Department

FROM: Deborah Armbruster

SUBJECT: Resolution #17-76, Authorizing Agreement Between The City of De Pere and St. Norbert College, Inc. Regarding State Lab of Hygiene Testing Collaboration.

ATTACHMENTS:

- Reso17-76 (DOCX)
- SNC-State Lab of Hygiene Testing Collaboration (DOCX)
- SNC-Business Associate Agreement-SLH (Exhibit A) (PDF)

RESOLUTION #17-76

AUTHORIZING AGREEMENT BETWEEN THE CITY OF DE PERE
AND SAINT NORBERT COLLEGE, INC. REGARDING STATE
LAB OF HYGIENE TESTING COLLABORATION

WHEREAS, the City Health Department is responsible for monitoring communicable diseases, including sexually transmitted infections (“STIs”) and communicable disease investigation within the City to preserve the public health, safety and welfare; and

WHEREAS, the age demographic of students of St. Norbert College is considered high-risk for the transmission of STIs, leading to the need for additional evaluation, follow-up and monitoring of some students; and

WHEREAS, the City Health Department receives fee-exempt Wisconsin State Laboratory of Hygiene (“WSLH”) services as a local public health department for disease outbreak investigations and surveillance; and

WHEREAS, with City’s authorization, St. Norbert College is allowed by WSLH to utilize City’s fee-exempt stats for STI testing upon the terms and conditions in the attached Testing Collaboration Agreement; and

WHEREAS, the Board of Health has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement Between the City of De Pere and Saint Norbert College, Inc. Regarding State Lab of Hygiene Testing Collaboration as is attached hereto.

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.

Resolution #17-76
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of
October, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

]Nays: _____

AGREEMENT BETWEEN THE CITY OF DE PERE
AND SAINT NORBERT COLLEGE, INC.
REGARDING STATE LAB OF HYGIENE TESTING COLLABORATION

This Agreement is entered into this ____ day of _____, 2017 by and between the City of De Pere, a Wisconsin Municipal Corporation ("City") and Saint Norbert College, Inc., a Wisconsin Corporation ("College").

WHEREAS, the City Health Department ("Health Department") is responsible for monitoring communicable diseases including sexually transmitted infections ("STIs") and communicable disease investigation to include contact investigation within the City to preserve the public health, safety and welfare; and

WHEREAS, the College is a residential college whose age-demographic is considered high-risk for the transmission of STIs leading to the need for evaluation, follow-up and contact investigation; and

WHEREAS, the Health Department receives fee-exempt Wisconsin State Laboratory of Hygiene ("WSLH") services as a local public health department for disease outbreak investigations and surveillance; and

WHEREAS, with City's authorization, College's Health and Wellness Services (College Health Services") is allowed by WSLH to utilize City's fee-exempt status for STI testing of College students at high-risk for STIs; and

WHEREAS, WSLH will test, securely report positive results to both College Health Services and the Health Department in accordance with state law and report negative test results only to College Health Services as the medical provider; and

WHEREAS, the laboratory results will be communicated to the patient by College Health Services and thereafter, if results are positive, College Health Services will manage treatment and follow-up according to the Centers for Disease Control recommendations and City Health Department will coordinate contact investigation according to state law.

WHEREAS, the City Board of Health has reviewed this matter and recommends approval thereof.

NOW THEREFORE, upon the mutual promises and obligations, together with such other consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the College agree as follows:

1. Fee-exempt WSLH testing supplies and laboratory requisition forms will be ordered by the College and will be kept at the College Health and Wellness Services ("College Health Services").

2. College Health Services will:
 - a. Screen patients for eligibility and provide diagnostic testing, patient education and anticipatory guidance.
 - b. Provide patient treatment services, disease intervention, testing and treatment services for partners who also are enrolled at the College and program quality assurance.
3. College Health Services will provide screening and diagnostic tests for the following STIs utilizing the City's fee-exempt status:
 - a. Chlamydia
 - b. Gonorrhea
4. College Health services will screen patients for eligibility for fee-exempt STI testing utilizing the following state approved criteria:
 - a. Patients with risk factors identified by the clinician and who are independently uninsured or where the confidentiality of results are jeopardized by carrier of insurance.
 - b. Patients requesting STI testing without identified risk factors placing them at increased relative risk of infection will not be eligible for fee-exempt tests.
5. College Health Services shall collect, package and ship such specimens as it determines are necessary according to WSLH directions.
6. City shall enter into such Business Associate Agreement with College Health Services as is attached and incorporated herein by reference as Exhibit A for purposes of access to protected health information under the Health Insurance Portability and accountability Act (HIPAA).
7. To the fullest extent permitted by law but subject to any applicable statutory damage limitation, College shall indemnify and hold harmless the City, City's officers, directors, and employees from and against any and all costs, losses, and damages caused by the negligent acts or omissions of City or City's officers, directors, or employees, in the performance of City's duties under this agreement.
8. Either party may terminate this Agreement with a 30-day written notice thereof to the other party. If either party terminates the Business Associate Agreement with the other party, this Agreement shall automatically terminate.

9. This Agreement shall extend for a period of one year from the date first written above and shall automatically renew for one-year periods unless terminated earlier.
10. Notices required or permitted under this Agreement shall be sent via US Mail to the following:
- | | |
|--|--|
| <p>If to the City:
 Health Director
 335 S. Broadway Street
 De Pere, WI 54115</p> | <p>If to the College:
 Health & Wellness Services Director
 Routing Number: 31-2A
 100 Grant St
 De Pere, WI 54115</p> |
|--|--|
11. This Agreement contains the entire understanding of the parties. Any amendment to the terms thereof shall be in writing and signed by the parties.
12. This Agreement shall be administered, interpreted and enforced under the laws of the State of Wisconsin. 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.
13. Each party represents that it has the authority to enter into this Agreement and all necessary procedures have been followed to authorize the Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to do so.
14. This Agreement is not assignable by either part without the written consent of both parties.

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

CITY OF DE PERE

SAINT NORBERT COLLEGE, INC.

Michael J. Walsh, Mayor

Print Name: _____
Title: _____

Shana L. Ledvina, Clerk-Treasurer

Print Name: _____
Title: _____

BUSINESS ASSOCIATE AGREEMENT-
St. Norbert College Health and Wellness Services and
City of De Pere Regarding State Lab of Hygiene Testing

This Business Associate Agreement, ("BAA"), effective on _____ is entered into by and between the St. Norbert College Health and Wellness Services (the "Covered Entity") and the City of De Pere (the "Business Associate").

- A. The purpose of this Business Associate Agreement (BAA) is to comply with the Standards for Privacy of Individually Identifiable Health Information ("protected health information") published on December 28, 2000 by the Secretary of the U.S. Department of Health and Services ("HHS") to amend 45 C.F.R. Part 160 and Part 164 (the "Privacy Regulation") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- B. Business Associate (BA) has requested access to such protected health information described in the attached Agreement Between the City of De Pere and St. Norbert College, Inc. Regarding State Lab of Hygiene Testing Collaboration dated _____ ("the WSLH Agreement") and held by Covered Entity (CE) with the condition that BA agrees to abide by the requirements set forth in the Privacy Regulation.
- C. This BAA defines the terms and conditions to which protected health information that is provided by, created or received by, the BA from or on behalf of the CE will be handled.

NOW, THEREFORE, in consideration of the terms and mutual covenants and agreements hereinafter addressed the parties agree as follows:

1. Services. The CE provides services for the BA that involve the use and disclosure of protected health information described in the WSLH Agreement. Except as otherwise specified herein, the BA may make any and all uses of protected health information necessary to perform its obligations as set forth in the Agreement. Additionally, BA may disclose protected information for the purposes authorized by this Agreement only (a) to its employees, subcontractors and agents, in accordance with Section 2 (b), or (d) as directed by the CE.
2. Responsibilities of BA. With regard to its use and/or disclosure of protected health information, the BA hereby agrees to the following:
 - a. Use and/or disclose the protected information only as permitted or required by this Agreement or as otherwise required by law;
 - b. Report to the designated privacy officer of the CE, in writing, any use and/or disclosure of the protected health information that is not permitted or required by this Agreement of which BA becomes aware within fifteen (15) days of the BA's discovery of such unauthorized use and/or disclosure;
 - c. Use commercially reasonable efforts to maintain the security of the protected health information and to prevent unauthorized use and/or disclosure of such protected health information;
 - d. Require all of its employees, representatives, subcontractors or agents that receive or use or have access to protected health information under this Agreement to agree in

writing to adhere to the same restrictions and conditions on the use and/or disclosure of protected health information that apply herein, including the obligation to return or destroy the protected health information as provided under (h) of this section.

- e. Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of protected health information to the Secretary of HHS for purposes of determining the CE's compliance with the Privacy Regulation, subject to attorney-client and other applicable legal privileges;
 - f. Upon written request, make available during normal business hours at BA's offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of protected health information to the CE within thirty (30) days for the purposes of enabling the CE to determine the BA's compliance with the terms of the Agreement;
 - g. Within forty five (45) days of receiving a written request from the CE, provide to the CE such information as is requested by the CE to permit the CE to respond to a request by the subject individual for amendment and accounting purposes of the disclosures of the individual's protected health information in accordance with 45 C.F.R. §164.526 and §164.528;
 - h. Return to the CE or destroy, as requested by the CE, within thirty (30) days of the termination of this Agreement, the protected health information in BA's possession and retain no copies or back-up tapes.
3. Responsibilities of the CE. With respect to the use and/or disclosure of protected health information by the BA, the CE hereby agrees:
- a. To inform the BA of any changes in the form of notices of privacy practices that the CE provides to individuals pursuant to 45 C.F.R. §164.520 and provide the BA a copy of the notice currently in use;
 - b. To inform the BA of any changes in, or withdrawal of, the consent or authorization provided to the CE by individuals whose protected health information may be used and/or disclosed by BA under this Agreement pursuant to 45 C.F.R. §164.526 and §164.508; and
 - c. To notify the BA, in writing and in a timely manner restrictions on the use and/or disclosure of protected health information agreed to by the CE as provided for in 45 C.F.R. §164.522.
4. Mutual Representation and Warranty. Each party represents and warrants to the other party that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under their Agreement, are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to fully comply with all provisions of this Agreement.
5. Term and Termination.
- a. Term. The term of this Agreement shall be co-terminus with the WSLH Agreement and shall continue in effect until all obligations of the parties have been met, unless terminated as provided herein or by mutual agreement of the parties.

- b. Termination. As provided for under 45 C.F.R. §164.504(e)(2)(iii), the CE may immediately terminate this BAA and any related Agreement if it determines that the BA has breached a material provision of this Agreement. Alternatively, the CE may choose to: (i) provide the BA with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford BA an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of the Agreement. If termination is not feasible, the CE shall report the breach to the Secretary of HHS. This Agreement will automatically terminate without any further action of the parties upon termination or expiration of the Service Agreement.
6. Survival. The respective rights and obligations of BA and CE under the provisions of Sections 2(h) and 8 shall survive the termination of this agreement indefinitely.
7. Amendment. This BAA may not be modified or amended, except in as agreed to by each party.
8. No Third Party Beneficiaries. Nothing expressed or implied in this BAA is intended to confer, nor anything herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.
9. Notices. Any notices to be given hereunder shall be made via U.S. mail or courier, or hand delivery to the other party's address given below as follows:

Covered Entity:

St. Norbert College Health and Wellness Services, Sr. Director
100 Grant St.
De Pere, WI 54115

Business Associate:

De Pere Health Department, Health Officer
335 S. Broadway Street
De Pere, WI 54115

IN WITNESS WHEREOF, the parties hereto sign this BAA on this _____ day of _____, 2017.

IN PRESENCE OF:

Business Associate

By: _____
Name: _____
Title: _____
Date: _____

Witness

Covered Entity

By: _____
Name: _____
Title: _____
Date: _____

Witness

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 3, 2017

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Resolution #17-77, Disallowance of Claim (Cornerstone Pavers, LLC).

ATTACHMENTS:

- Reso17-77 (DOCX)
- Cornerstone Pavers Claim (PDF)

RESOLUTION #17-77

DISALLOWANCE OF CLAIM
(Cornerstone Pavers, LLC)

WHEREAS, a Notice of Circumstances Giving Rise to Claim, Itemized Statement of Relief Sought and Claim Pursuant to §893.80 was filed by Cornerstone Pavers, LLC, 6422 Highway 31, Suite 1, Racine, Wisconsin 53402 (“Claimant”), in the City Clerk-Treasurer’s office on September 5, 2017, alleging monies in addition to those provided for under Public Works Contract 16-04B, are owed to Claimant, a subcontractor under such Contract; and

WHEREAS, Claimant is seeking \$445,410.86; and

WHEREAS, this matter has been reviewed by City staff and the City’s liability insurance carrier, and it has been determined that Claimant has no legal bases for a claim against the City.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

A copy of this Resolution be forwarded to the Claimant, Cornerstone Pavers, LLC, as a Notice of Disallowance.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of
October, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso17-77 (6262 : Resolution #17-77, Disallowance of Claim (Cornerstone Pavers, LLC))

**Notice of Circumstances Giving Rise to Claim, Itemized Statement of Relief
Sought, and Claim Pursuant to Wis. Stat. § 893.80**



Via Personal Service

To: Shana D. Ledvina, Clerk-Treasurer
City of De Pere
335 S. Broadway
De Pere, WI 54115

Claimant: Cornerstone Pavers, LLC
6422 N. Hwy 31, Suite 1
Racine, WI 53402

PLEASE TAKE NOTICE that Cornerstone Pavers, LLC, by its attorneys Jeffrey Leavell, S.C., states that the following circumstances give rise to a claim:

1. Cornerstone entered into a valid and binding subcontract agreement (the "Subcontract"), **attached as Exhibit A**, with Relyco or around March 23, 2016 related to a City of De Pere construction project, Concrete Street Construction – Reconstruction, Contract 16-04B (the "De Pere Project").

2. Pursuant to the Subcontract, Cornerstone was to provide concrete work on the De Pere Project at a proposed cost of \$881,150.25.

3. Cornerstone entered into a valid and binding agreement with Carew to supply it with redi-mixed concrete for the De Pere Project, **attached as Exhibit B**.

4. The concrete supplied by Carew was defective, and so Cornerstone requested Carew pay a portion of the costs to remove and replace the defective concrete.

5. Carew refused to further supply any redi-mixed concrete for the De Pere Project.

6. As a result of Carew's failures to supply the redi-mixed concrete pursuant to its agreement with Cornerstone, Cornerstone had to find a replacement supplier at a much higher cost.

7. In addition, as a result of Carew's supply of defective redi-mixed concrete, the City of De Pere ultimately demanded removal and replacement of the defective concrete, which

Cornerstone performed at a substantial cost, and which caused delays in the De Pere Project.

8. Cornerstone had to wait for the City of De Pere to make decisions as to how it wanted the defective concrete Carew supplied to be remedied, which slowed Cornerstone's ability to complete the De Pere Project, for reasons beyond Cornerstone's control.

9. In addition to the delays caused by the City of De Pere's pace of decision making, Carew's defective supply of concrete caused additional delays in completion time, both resulting in the City of De Pere charging liquidated damages to Relyco.

10. Relyco withheld payments it owed to Cornerstone because Relyco claimed the liquidated damages were Cornerstone's responsibility to pay.

11. Relyco has failed to pay Cornerstone for all the work it performed pursuant to the Subcontract.

12. On May 10, 2017, Cornerstone served a Claim for Public Improvement Lien, **attached as Exhibit C**, pursuant to Wis. Stat. § 779.15 in the amount of \$445,410.86.

13. On June 8, 2017, Relyco disputed the claim, **attached as Exhibit D**, and asserted it had paid all monies owed to Cornerstone and would not issue any further payment to Cornerstone.

14. The event that gave rise to Cornerstone's claim against the City of De Pere arose on June 8, 2017 when Relyco refused to issue any further payment to Cornerstone and therefore this claim is timely under Wis. Stat. § 893.80.

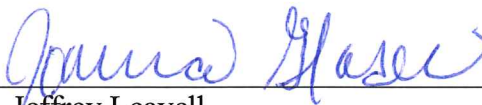
15. Pursuant to Cornerstone's May 10, 2017 Claim for Public Improvement Lien, the outstanding balance of \$445,410.86 due to Cornerstone is owed by the City of De Pere.

WHEREFORE, claimant, whose name and address are stated above, seeks relief against the City of De Pere for the sum of \$445,410.86.

Dated this 18th of September, 2017.

JEFFREY LEAVELL, S.C.

By:



Jeffrey Leavell

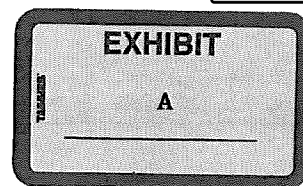
State Bar No.: 1004734

Joanna R. Glaser

State Bar No.: 1081366

Attorneys for Cornerstone Pavers, LLC

Attachment: Cornerstone Pavers Claim (6262 : Resolution #17-77, Disallowance of Claim (Cornerstone Pavers, LLC))



SUBCONTRACT AGREEMENT

RELYCO JOB NO. 91602

SUBCONTRACTOR NO. 03852

This AGREEMENT is made this 23rd day of March, 2016, between **RELYCO, INC., PO BOX 5246, DEPERE, WI, 54115-05186**, hereinafter referred to as the CONTRACTOR, and **CORNERSTONE PAVERS, LLC, 6422 N. Hwy 31, Suite #1, RACINE, WI 53402**, hereinafter referred to as the SUBCONTRACTOR.

WHEREAS, the CONTRACTOR has a principal contract, hereinafter referred to as the "Principal Contract", with the County/Municipality of **THE CITY OF DE PERE**, hereinafter referred to as the "OWNER", for the construction of the **CONCRETE STREET CONSTRUCTION – RECONSTRUCTION**, Contract **16-04B**, hereinafter referred to as the "Project",

WHEREAS, the SUBCONTRACTOR does hereby subcontract from the CONTRACTOR those items of the above-mentioned Principal Contract, which are listed in paragraph 4 below on the terms and conditions hereinafter set forth.

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

1. **CONTRACT DOCUMENTS.** That all the work performed by the SUBCONTRACTOR will be done in all respects in conformity with the terms and conditions of the said Principal Contract and the plans and specifications relating thereto, all the requirements of the OWNER and the terms and conditions of this Agreement, hereinafter collectively referred to as the "Contract Documents".
2. **COMMENCEMENT OF WORK.** The SUBCONTRACTOR will commence such work as is agreed upon herein at any time within five (5) days of notice by the CONTRACTOR, or as required by the OWNER, and will proceed with all due diligence and speed.
3. **FAMILIARITY WITH PRINCIPAL CONTRACT AND PROJECT PLANS.** The SUBCONTRACTOR acknowledges that it is thoroughly familiar with the requirements of the Principal Contract and that it has inspected the plans, specifications and investigated and satisfied itself as to the project site conditions, job requirements, availability of labor and materials, and all other conditions and requirements which could affect performance of this Subcontract. The SUBCONTRACTOR agrees that any failure by SUBCONTRACTOR to acquaint itself with the available information will not relieve SUBCONTRACTOR from the responsibility of fully and faithfully performing the Subcontract. SUBCONTRACTOR acknowledges that its acceptance of this Subcontract is based solely on its knowledge and judgment and not on any representation by CONTRACTOR not expressly included herein.
4. **SCOPE OF WORK:** SUBCONTRACTOR agrees to provide all of the services and materials outlined in its proposal and/or bid which is attached hereto as Exhibit A, hereinafter referred to as the "Work".
5. **PAYMENT TO SUBCONTRACTORS:**
 - A. **SUBCONTRACT PRICE.** In consideration of SUBCONTRACTOR'S performance of the Work, CONTRACTOR will pay SUBCONTRACTOR the unit prices set forth on the attached schedule of prices on the basis of the quantities allowed and paid for by the OWNER.
 - B. **PROGRESS PAYMENTS.** Unless otherwise provided for in the Principal Contract with OWNER, monthly progress payments to SUBCONTRACTOR based on these monthly estimates for satisfactory performance of the work by the SUBCONTRACTOR shall be made no later than ten (10) days after receipt by the CONTRACTOR of payment from the OWNER for such work. SUBCONTRACTOR shall deliver Subcontractor's request for such payment to the office of the CONTRACTOR no later than the THIRD WEDNESDAY of each month. Any submission of a pay request to the OWNER shall not bind the

CONTRACTOR in the event it is discovered that SUBCONTRACTOR did not perform the work in accordance with the monthly estimates submitted to the OWNER. If payment from the OWNER for such work is not received by the CONTRACTOR, through no fault of the SUBCONTRACTOR, the CONTRACTOR will make such payment to the SUBCONTRACTOR within a reasonable time after the OWNER's payment should have been received.

C. COOPERATION WITH OWNER. SUBCONTRACTOR must fully cooperate with CONTRACTOR and OWNER on submitting any and all necessary information for OWNER to properly determine what quantities have been supplied and/or completed for purposes of making progress payments.

D. RETAINAGE. The CONTRACTOR reserves the right to withhold and retain from each progress payment a rate of not more than five percent (5%), or such rate as otherwise stipulated in the Contract Documents. If the Contract Documents provide for reduction of retainage upon a specified percentage of completion and if the Work is satisfactory, the SUBCONTRACTOR's retention will also be reduced when its Work has attained the same percentage of completion and the CONTRACTOR's retention for the Work has been so reduced by the OWNER; such payment shall be made within ten (10) days of the CONTRACTOR receiving payment from the OWNER. The final retention shall be paid to the SUBCONTRACTOR after all close-out requirements have been satisfactorily fulfilled, final acceptance of the Work by the CONTRACTOR and OWNER, and the SUBCONTRACTOR's deliverance of a conditional release discharging the CONTRACTOR and OWNER from all claims arising out of or under the Subcontract. For purposes of Section 5 of this Agreement, any conditional release provided by SUBCONTRACTOR shall only be conditioned on payment for Work performed by the Subcontractor; all other claims against CONTRACTOR and OWNER shall be discharged. Notwithstanding the foregoing, the CONTRACTOR shall pay the SUBCONTRACTOR within the time frames described above unless the CONTRACTOR complies with both of the following within ten (10) calendar days of receiving the OWNER'S progress payment.

1. The CONTRACTOR notifies the SUBCONTRACTOR in writing that the work is not satisfactorily completed.
2. The CONTRACTOR requests approval from the OWNER to delay payment because the SUBCONTRACTOR has not satisfactorily completed the work.

The CONTRACTOR'S request for approval should include the written notification to the SUBCONTRACTOR and shall provide sufficient documentation of good cause to assist the OWNER's engineer in making a timely decision. If the engineer does not grant approval of such withholding, the CONTRACTOR shall pay the SUBCONTRACTOR within ten (10) calendar days of the OWNER'S engineer's decision.

E. FINAL PAYMENT. Final payment will be paid within thirty (30) days of acceptance of the SUBCONTRACTOR's Work by the CONTRACTOR and the OWNER (or within such shorter period required by law or the Contract Documents), but not before delivery of complete and properly executed waivers and conditional releases of the SUBCONTRACTOR and all of its lower-tier subcontractors, and any warranties, guaranties, test reports, as-built drawings, etc., related to the Work and required by the Contract Documents. In the event that the final quantities as determined by the OWNER are less than those already paid to the SUBCONTRACTOR, the SUBCONTRACTOR must return any overpayment within five (5) days of notice from CONTRACTOR. Acceptance of final payment by the SUBCONTRACTOR, a subcontractor or material supplier shall constitute a waiver of all claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

F. SUBCONTRACTOR'S OBLIGATIONS TO PAY ITS SUBS AND SUPPLIERS. The SUBCONTRACTOR shall pay promptly all amounts due its employees, suppliers, or others performing work under this Subcontract Agreement and if requested by CONTRACTOR, shall submit satisfactory evidence and sworn statements that such payments have been made. No such payments to the SUBCONTRACTOR or parts thereof shall be diverted or used by the SUBCONTRACTOR for any other purpose until all obligations or claims resulting from performance delegated by the SUBCONTRACTOR under this Subcontract Agreement have been paid in full. SUBCONTRACTOR authorizes the CONTRACTOR to deduct any amounts due or to become due the SUBCONTRACTOR, any sum or sums owed by the subcontractor to the CONTRACTOR. These amounts so deducted shall be considered back charges. In the event of any breach by the SUBCONTRACTOR of any of the items or conditions of this Subcontract Agreement or in the event of the assertion by other parties of any claim against the CONTRACTOR or the Contractor's surety bond, arising out of the SUBCONTRACTOR'S performance or non-performance of this Subcontract Agreement, the

CONTRACTOR shall have in addition to any equitable right to seek an injunction against the SUBCONTRACTOR for violation of said trust, the right to retain out of the payments due or to become due to the SUBCONTRACTOR amounts sufficient to fully protect the CONTRACTOR from any and all liability, loss, damage or expense therefrom until the situation has been satisfactorily remedied or adjusted by the SUBCONTRACTOR. In the event CONTRACTOR institutes legal proceedings or arbitration against SUBCONTRACTOR or as a result of the SUBCONTRACTOR'S conduct, the CONTRACTOR shall be entitled to recover from the SUBCONTRACTOR all costs and attorney fees related thereto.

G. **CONDITION PRECEDENT.** To the fullest extent permitted by law, ~~the CONTRACTOR's receipt of payment from the OWNER shall be an express condition precedent to any obligation of the CONTRACTOR to make any progress payment, final payment or retention payment to the SUBCONTRACTOR. In other words,~~ CONTRACTOR agrees to and shall pay SUBCONTRACTOR when it gets paid by the OWNER for the Work performed by the SUBCONTRACTOR. The SUBCONTRACTOR shall have the right, upon request, to receive from the CONTRACTOR such information as CONTRACTOR has obtained relative to OWNER's financial ability to pay for the SUBCONTRACTOR's Work, including any subsequent material variation in such information. Provided, however, the CONTRACTOR does not warrant the accuracy or completeness of the information. If the laws of any State in which the project is located hold the foregoing payment condition unenforceable, the parties agree that payment shall not occur until the passage of a reasonable time from when payment from the OWNER is due. For purposes herein, "reasonable time" shall mean a period of time for CONTRACTOR to pursue commercially reasonable strategies for recovery and collection efforts, not to exceed one hundred eighty (180) days from the date the SUBCONTRACTOR's Work is installed and accepted by the OWNER. 2/11/16

H. **SET-OFF.** Except to the extent prohibited by law, it is agreed that the CONTRACTOR shall have the right to withhold payment from the SUBCONTRACTOR under this Agreement and assert as an offset to any payments which may be due and owing for damages sustained by the CONTRACTOR due to default of the SUBCONTRACTOR and any other amount owed the CONTRACTOR on other projects.

I. **TITLE AND RISK.** Title to all materials, equipment and Work covered by applications for payment shall pass upon payment made therefore, free and clear of all liens, claims, security interests or encumbrances. However, this provision shall not be considered as relieving SUBCONTRACTOR from the sole responsibility and protection for all materials and Work upon which payments have been made, the restoration of any damaged work or the maintaining of insurance thereon; nor shall it be considered as a waiver of the right of the CONTRACTOR or OWNER to require fulfillment of all the provisions of this Agreement.

6. COMMENCEMENT OF WORK AND COMPLETION.

A. **TIME IS OF THE ESSENCE** and SUBCONTRACTOR agrees to perform its Work diligently and expeditiously so that the entire project may be completed in accordance with the Contract Documents and project schedule. SUBCONTRACTOR will begin the Work upon the Commencement Date set forth in the Subcontract. Per the terms Contract Documents, including the project schedule contained therein, SUBCONTRACTOR acknowledges and agrees that it will complete all of its Work on Sites 1, 3, and 4 by October 28, 2016 and its Work on Site 2 by October 1, 2016.

B. In the event that the SUBCONTRACTOR fails to commence the Work within five (5) days of notification to proceed or if he does not prosecute his work vigorously, as determined by the CONTRACTOR, the CONTRACTOR may take over the work and complete it, either by use of day labor or re-letting of all or any part of the Work. Should the cost of completing the Work by day labor or by re-letting the same be in excess of the original Subcontract Price, the SUBCONTRACTOR and his surety, if any, will be held responsible for legal and excess cost as may be required to complete the Work.

C. The availability of materials at their scheduled time of installation will not be an excuse for delay of the work.

7. CHANGES/CHANGE ORDERS.

A. The CONTRACTOR may order changes in the Work, without invalidating this Agreement, consisting of additions, deletions or other revisions, with the Subcontract Price and time being adjusted accordingly. CONTRACTOR shall issue a written Change Order Request detailing the nature of the requested change. Within the claims filing period set forth in Section 8 herein, the SUBCONTRACTOR shall respond by furnishing a

statement to the CONTRACTOR setting forth in sufficient detail to permit thorough analysis the SUBCONTRACTOR's proposed changes in the Subcontract Price and/or time for completion required to prosecute the requested change order Work. If the CONTRACTOR approves the proposed price and/or time adjustments, such changes in the Work shall be authorized by a written change order issued by the CONTRACTOR subject to all the terms and conditions of this Agreement to be signed by the parties prior to the SUBCONTRACTOR proceeding with the changed work. If the SUBCONTRACTOR fails to respond within the allotted time, the CONTRACTOR and SUBCONTRACTOR agree no change in price and/or schedule are required to accomplish the change and the SUBCONTRACTOR shall proceed with the changed Work as directed by the CONTRACTOR. The SUBCONTRACTOR understands and agrees that it shall not be entitled to any adjustment in Subcontract price or time for completion of the Work without a written Change Order or written directive by the CONTRACTOR to proceed with changed Work and the SUBCONTRACTOR shall be liable for any and all losses, costs, expenses, damages and liability of any nature whatsoever associated with or in any way arising out of any change made by the SUBCONTRACTOR without written direction from the CONTRACTOR.

B. If the CONTRACTOR and SUBCONTRACTOR cannot agree on the price and/or schedule change required to prosecute requested extra or changed Work, the CONTRACTOR may issue the SUBCONTRACTOR a written directive to proceed with the changed Work and the SUBCONTRACTOR shall immediately proceed with the changed Work, subject to all rights of dispute and appeal. The SUBCONTRACTOR shall keep records of the actual cost and time of performance required to prosecute the changed Work and shall make these records available for inspection by the CONTRACTOR and/or OWNER. For any portion of such cost that remains in dispute, the CONTRACTOR will make an interim determination for purposes of monthly certification for payment for those costs, plus fifteen percent (15%) for overhead and profit. The determination of cost shall adjust the Subcontract Price on the same basis as a Change Order, subject to a final determination of the agreed amount of the remaining Work covered by the change.

C. The maximum allowable markups for overhead and profit on change order Work will not exceed the rate limitations imposed by the Contract Documents. If the Contract Documents are silent as to markup rates, the SUBCONTRACTOR's markups shall be limited to ten percent (10%), unless otherwise agreed by the parties in writing.

8. CLAIMS FOR EXTRAS.

A. CLAIMS RELATING TO OWNER. The SUBCONTRACTOR agrees to make all claims for additional compensation based on alleged extra work, extension of time or other relief for which OWNER is or may be liable promptly in writing to the CONTRACTOR in sufficient detail and in accordance with and in the same manner as provided in the Contract Documents for like claims of the CONTRACTOR upon its customer or the OWNER and in sufficient time to permit the CONTRACTOR to satisfy the requirements of the Contract Documents. Such claims shall be received by the CONTRACTOR not less than five (5) business days preceding the time by which CONTRACTOR's claim must be made. The SUBCONTRACTOR will bear its pro-rate share of all costs required to process claims against the OWNER. Failure of the SUBCONTRACTOR to make such a proper and timely claim shall bind the SUBCONTRACTOR to the same consequences as those to which the CONTRACTOR is bound. Furthermore, SUBCONTRACTOR's recovery is conditioned upon receipt of payment by CONTRACTOR for such claim and SUBCONTRACTOR's full and faithful assistance in prosecuting such claim.

Notwithstanding the foregoing, in the event SUBCONTRACTOR disagrees with the OWNER's decision concerning a claim for additional compensation, or otherwise believes the OWNER's decision was not reasonable or made in good faith, CONTRACTOR agrees that it will timely and properly file a claim and/or dispute with the OWNER to seek the disputed additional compensation for extra work performed by or compensation owed to the SUBCONTRACTOR. CONTRACTOR agrees that it will attempt to amicably work out a resolution with the OWNER that is acceptable to the SUBCONTRACTOR. If the CONTRACTOR and OWNER are not able to reach a resolution concerning the extras, work or compensation that is acceptable to SUBCONTRACTOR, CONTRACTOR will assign its claim and rights for them to the SUBCONTRACTOR, thereby allowing SUBCONTRACTOR to pursue its claim for extras, work or compensation directly against the OWNER.

B. CLAIMS RELATING TO THE CONTRACTOR. Claims by the SUBCONTRACTOR seeking additional compensation based on alleged extra work, extension of time or other relief not included in the above subparagraph shall be made in writing to the CONTRACTOR within five (5) business days of the SUBCONTRACTOR's knowledge (or should have reasonably known) of the facts giving rise to the event for which claim is made.

9. **DELAYS.** If the progress of the SUBCONTRACTOR's Work is substantially delayed, through no fault or neglect of the SUBCONTRACTOR, then the SUBCONTRACTOR may request an equitable adjustment for such delay in the manner prescribed herein. Provided, however, any adjustments granted shall only be to the proportional extent CONTRACTOR receives additional compensation and/or additional time for such delays from the OWNER as is equitable under all of the circumstances. The CONTRACTOR shall not be liable to the SUBCONTRACTOR for any damages or additional compensation as a consequence of delays caused by any person or entity not a party to this Agreement unless the CONTRACTOR has recovered the same on behalf of the SUBCONTRACTOR from said person or entity, less reasonable costs and expenses incurred by the CONTRACTOR; however, nothing in the foregoing shall require the CONTRACTOR to pursue any claim against another on behalf of the SUBCONTRACTOR. It being understood and agreed by the SUBCONTRACTOR that apart from such recovery, the SUBCONTRACTOR's sole and exclusive remedy for delay shall be an extension of time for performance of SUBCONTRACTOR's Work. In the event the CONTRACTOR wrongfully causes delays to SUBCONTRACTOR's Work, the CONTRACTOR shall have reasonable time to correct, and the SUBCONTRACTOR's sole remedy shall be a time extension.
10. **SUBMITTALS.** Within three (3) weeks, or as required by the Principal Contract, of the date of this Agreement, the SUBCONTRACTOR will submit all necessary shop drawings, lists of materials (itemized as to type, source, etc.) or any other information which may be requested by OWNER for their approval.
11. **ASSIGNMENT/SUBLETTING.** The SUBCONTRACTOR will not assign or sublet any portion of the Work under this Agreement without first obtaining the written consent of the CONTRACTOR.
12. **CLEANUP/REMOVAL OF DEBRIS.** The SUBCONTRACTOR will remove any equipment, excess materials, litter and debris, clean out drainage structures and pipelines, and satisfactorily restore and complete the entire roadway to condition necessary as pertaining to his item, or as it was before it was disturbed by his work on his item, within two (2) days after notification by the CONTRACTOR. Should the SUBCONTRACTOR fail to do this, the CONTRACTOR shall accomplish the work and deduct the costs of same from moneys payable to the SUBCONTRACTOR.
13. **QUANTITIES.** The measurements, estimates and computations of the OWNER as to quantities and amount of work done shall in all cases be accepted by the parties hereto as final and conclusive.
14. **UNIT PRICES.** Unit prices, as listed above, are to include all labor, materials, equipment, rent, supplies, taxes, insurance and all of the items of cost necessary to complete the above work. In the event that the CONTRACTOR pays any charges incurred by and/or were the responsibility of the SUBCONTRACTOR, the CONTRACTOR shall be reimbursed in full within five (5) days after such charges are paid.
15. **INSURANCE:** SUBCONTRACTOR shall maintain during the progress of the work, and if required to return during the warranty period, insurance with the minimum limits and coverage as shown below or, if higher, the requirements set forth in the Principal Contract:

A. WORKERS COMPENSATION including Occupational Disease insurance meeting the statutory requirements of the State in which work is to be performed together with a Broad Form All States Endorsement and containing Employers' Liability insurance in an amount of at least \$500,000 Each Accident, \$500,000 Disease Each Employee, \$500,000 Disease Policy Limit. SUBCONTRACTOR will provide a waiver of subrogation in favor of CONTRACTOR.

B. COMMERCIAL GENERAL LIABILITY insurance providing limits for Bodily Injury with Personal Injury including its employees of \$1,000,000 Each Occurrence, \$2,000,000 Products – Completed Operations Aggregate and \$2,000,000 General Aggregate. The policy must include CONTRACTOR, the OWNER, architect and others if required in the Contract Documents, as ADDITIONAL INSURED and must provide Premise-Operations, Elevators, Independent Contractors, Broad Form Property Damage, Contractual Liability, Products & Completed Operations coverage and must be endorsed as PRIMARY and NON-

CONTRIBUTORY to any insurance of the ADDITIONAL INSURED. XCU Exclusions must be deleted when applicable to operations performed by the SUBCONTRACTOR. A WAIVER OF SUBROGATION in favor of the CONTRACTOR shall also be included.

In lieu of including CONTRACTOR, OWNER, Architect and other if required by the principal contract as ADDITIONAL INSURED in the above COMMERCIAL GENERAL LIABILITY policy, SUBCONTRACTOR must provide a separate "Owners & Contractors Protective Liability Policy" in the ADDITIONAL INSURED'S names at limits of liability equal to those identified herein.

C. AUTOMOBILE: SUBCONTRACTOR shall maintain a \$1,000,000 Combined Single Limit policy. The policy must include CONTRACTOR, OWNER, architect and others if required in the principal contract, as ADDITIONAL INSURED and must be endorsed as PRIMARY and NON-CONTRIBUTORY to any insurance of the ADDITIONAL INSURED. A WAIVER OF SUBROGATION in favor of the CONTRACTOR shall also be included.

D. UMBRELLA: SUBCONTRACTOR shall maintain a \$5,000,000 or higher limit if required by the principal contract. The Umbrella Liability policy is to provide the same coverage, and the same ADDITIONAL INSURED, WAIVER OF SUBROGATION and PRIMARY and NON-CONTRIBUTORY wording as the primary WORKERS' COMPENSATION, COMMERCIAL GENERAL LIABILITY, AUTOMOBILE policies listed in subparagraphs A, B and C above.

E. MAINTENANCE OF COVERAGE: SUBCONTRACTOR will maintain the coverages outlined in subparagraphs A, B and C, above, in force for a period of two (2) years after substantial completion of the Project or such longer period of time as is described in the Principal Contract.

F. SUBCONTRACTOR will maintain the above coverages with carriers rated A- VIII or higher by A.M. Best.

G. SUBCONTRACTOR will provide a Certificate of Insurance, documenting the terms in subparagraphs A-F, above, to CONTRACTOR on an approved form, prior to commencing the Work. The certificate must state coverage will not be altered, canceled or allowed to expire without thirty (30) days' written notice by registered mail to CONTRACTOR.

H. Equivalent insurance coverage must be obtained from each of your subcontractors or suppliers, if any, before permitting them on the site of the Project. Otherwise, their protection must be included within your insurance policies.

I. It is understood and agreed that the insurance coverage and limits required above shall not limit the extent of the SUBCONTRACTOR'S responsibilities and liabilities specified within the Principal Contract or by law.

J. It is understood and agreed that authorization is hereby granted to CONTRACTOR to withhold payments to the SUBCONTRACTOR until a properly executed Certificate of Insurance providing insurance as required herein, accompanied by a signed subcontract or purchase order, are received by CONTRACTOR.

K. SUBCONTRACTOR'S Safety, Indemnity & Insurance Requirements set forth herein shall become and be part of any purchase order, subcontract or change order issued by CONTRACTOR as though fully set forth in said agreements.

L. CONTRACTOR may furnish, erect or provide equipment, appurtenances and devices, motorized or otherwise, for its use to complete its contract with the OWNER. Should SUBCONTRACTOR use such items, it agrees to insure against either any claims or injury or damage caused by items while in its care, custody or control, naming the CONTRACTOR as an insured party. Liability limits shall be in the same as in subparagraphs B and D, above. Physical damage insurance against damage to the items themselves shall be on a "Replacement Cost" basis, waiving subrogation against the CONTRACTOR.

16. INDEMNIFICATION: To the fullest extent permitted by law, the SUBCONTRACTOR shall defend, indemnify and hold harmless Relyco, Inc., the OWNER, architect and others required in the Contract Documents, their affiliated and subsidiary companies and each of their respective directors, officers, agents, employees, successors and assigns (the "Indemnified Parties") from and against all claims, damages, losses,

costs, expenses, judgments and liabilities (including but not limited to attorney's fees, costs and other expenses of litigation) that may be asserted against or incurred by any of them due to: any real or personal property damage including but not limited to, any claimed or actual damage of others, and relating to the services rendered, products provided, or any materials or equipment incorporated therein; any personal injury (including but not limited to bodily injury), sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use thereof, caused by or in connection with: (i) the services rendered by the SUBCONTRACTOR, (ii) any of the SUBCONTRACTOR'S operations pursuant to this Agreement, or (iii) any act or omission of the SUBCONTRACTOR, any sub-subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, including employees of the Indemnified Parties acting at the request or direction of the SUBCONTRACTOR; any failure of the SUBCONTRACTOR to perform or satisfy any of its obligations under this Agreement; The indemnification obligation under this provision shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of the SUBCONTRACTOR or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The SUBCONTRACTOR agrees that a similar waiver of liability limitation will be incorporated in its agreements with any and all sub-subcontractors or anyone directly or indirectly employed by them. The SUBCONTRACTOR agrees that in the event it fails to incorporate such a waiver of liability limitation in its agreements with said sub-subcontractors and others, then the SUBCONTRACTOR shall be responsible for any additional liability arising out of said failure.

If the SUBCONTRACTOR suffers any claims, damages or losses caused by any person or entity engaged by or through or for the benefit of the Indemnified Parties or any other person or entity, ~~the SUBCONTRACTOR shall not hold or seek to hold the Indemnified Parties responsible therefore, but rather,~~ the SUBCONTRACTOR shall proceed solely against such person or entity causing such claim, damage or loss. The SUBCONTRACTOR waives all of its rights for any recovery against the Indemnified Parties, for any damages incurred by the SUBCONTRACTOR in providing the services hereunder, provided that such waiver of recovery does not invalidate any insurance coverages. The defense and indemnification obligations set forth in this provision shall survive the termination or expiration of this Agreement. The SUBCONTRACTOR hereby expressly permits the Indemnified Parties to pursue and assert claims against the SUBCONTRACTOR for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury. *all 7/18/16*

17. WARRANTY.

A. The SUBCONTRACTOR warrants and guarantees its Work as required by the Contract Documents. Without limiting the foregoing, the SUBCONTRACTOR warrants that all materials and equipment furnished by the SUBCONTRACTOR will be of good quality and new unless otherwise permitted by the Contract Documents, that the Work performed will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. The SUBCONTRACTOR will, at its expense and at OWNER's convenience, promptly and satisfactorily replace any material and correct any workmanship found to be defective or otherwise not in conformity with these and the Contract Documents requirements that appear within one (1) year from substantial completion of the Work or such longer period or from such other commencement date as required by the Contract Documents. If requested by the CONTRACTOR, SUBCONTRACTOR shall execute a separate instrument of warranty and guarantee embodying the provisions of this condition. SUBCONTRACTOR does hereby assign and transfer to CONTRACTOR and OWNER all warranties or guarantees heretofore or hereafter received by SUBCONTRACTOR for any Work performed or materials furnished pursuant to the Subcontract.

B. Without limiting the foregoing, the SUBCONTRACTOR is responsible for all damage resulting from defects in the Work during the warranty period and all costs and expenses necessary to correct, remove, replace and/or repair the Work and any other work or property which may be damaged in correcting, removing, replacing or repairing the Work and SUBCONTRACTOR shall reimburse the CONTRACTOR for all damages, costs and expenses, including attorneys' fees, incurred by the CONTRACTOR resulting therefrom.

18. BOND RETAINAGE. The CONTRACTOR shall retain 0% of the total compensation due to the SUBCONTRACTOR under the terms of this agreement, which 0% so retained by the CONTRACTOR shall represent the SUBCONTRACTOR'S proportionate share of payment or the CONTRACTOR'S costs for Bond incurred by the CONTRACTOR upon the construction project referred to herein.

19. **BINDING EFFECT.** This Agreement shall become binding upon both parties' signature to this Agreement, subject to approval of the SUBCONTRACTOR by the OWNER.
20. **GOVERNMENT CONTRACT COMPLIANCE.** On any project financed in whole or in part with Federal Funds, the SUBCONTRACTOR agrees to comply with all the "Required Contract Provisions" as they are attached hereto, and as they may appear in the contract between CONTRACTOR and OWNER, and further agrees to require his subcontractors to include the same in any lower tier subcontracts into which they may enter, together with a clause requiring the inclusion of these provisions in any further subcontracts that may in turn be made.
21. **CONTRACTOR'S MARK-UP ON ADDITIONAL WORK PERFORMED FOR OWNER.**
- A. Should any work be performed or material furnished in addition to that herein tabulated as a result of direct negotiation between the SUBCONTRACTOR and a representative of the OWNER, without participation by the CONTRACTOR, the CONTRACTOR shall then retain 15% (fifteen percent) of the gross payment or allowance for such work or materials to cover the CONTRACTORS' contingent expense and margin.
- B. For items of work not listed within the original scope of work identified above, for which prices are negotiated with participation of CONTRACTOR on (1) an agreed lump sum basis, (2) an agreed unit price basis, or (3) on a force account basis, the SUBCONTRACTOR agrees that the CONTRACTOR shall be allowed to include a 5% mark-up for its overhead and profit for such extra work as the CONTRACTOR's compensation for such items.
22. **ATTORNEYS' FEES/EXPENSES.** SUBCONTRACTOR will be liable and agrees to reimburse the CONTRACTOR for its reasonable expenses, including but not limited to legal fees and disbursements, incurred in connection with any actions commenced by a creditor of the SUBCONTRACTOR against the CONTRACTOR for recovery of moneys held by the CONTRACTOR and owed to the SUBCONTRACTOR, including but not limited to actions for garnishment.
23. **COMPLIANCE WITH LAWS:**
- A. The SUBCONTRACTOR, its agents, employees, material suppliers and subcontractors, shall keep themselves fully informed of all Federal, State and Local laws, by-laws, ordinances, orders, decrees and regulations of the governing bodies, courts and agencies having any jurisdiction or authority which, in any matter, affects those engaged or employed on the Work or which in any way affects the conduct of the Work or the execution of any documents in connection therewith. The SUBCONTRACTOR'S indemnity obligations set forth in this Agreement shall apply to any claim against the Indemnified Parties for liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees, whether by the SUBCONTRACTOR, its agents, employees, materials suppliers and subcontractors.
- B. The SUBCONTRACTOR, its agents, employees, material suppliers and subcontractors shall execute and file such documents, statements, and affidavits required under any applicable Federal or State law or regulation affecting his proposal, contract, or the prosecution of the Work thereunder. He/She shall permit the examination of any records made records made subject to such examination by any Federal or State law or by regulations promulgated thereunder by any Federal or State agency charged with the enforcement of such law. In addition to the foregoing, the SUBCONTRACTOR, its agents, employees, materials suppliers and subcontractors will perform all work under this Agreement in a safe and responsible manner. The SUBCONTRACTOR shall, at its own expense, conform to the safety policies and regulations established by the CONTRACTOR and all standards and regulations which have been or shall be promulgated by the OWNER. The SUBCONTRACTOR shall be directly responsible for compliance therewith on the part of its agents, employees, material suppliers and subcontractors; and shall be directly responsible for all citations, assessments, fines, penalties and the like which may be incurred by reason of its failure or the failure of its agents, employees, material suppliers and subcontractors.
24. **LIEN WAIVERS/NO LIENS.** SUBCONTRACTOR will be required to supply waivers of lien, if requested, before payment will be issued by the CONTRACTOR. Provided the CONTRACTOR has made all payments for undisputed amounts due to the SUBCONTRACTOR as required under this Agreement, the SUBCONTRACTOR shall not at any time allow any mechanic's or construction lien to be filed upon the Project site, nor allow any stop noticed to be delivered to CONTRACTOR, OWNER, lender or other third

party, nor allow any claim to be filed against any project bond provided by CONTRACTOR, in relation to labor performed or material furnished under this Agreement. If any lien, claim or notice is filed or received, SUBCONTRACTOR shall notify the CONTRACTOR and agrees to immediately cause it to be discharged or released at SUBCONTRACTOR's expense by payment, bonding over or otherwise. Upon failure of the SUBCONTRACTOR to do so, the CONTRACTOR is authorized to use whatever means it deems best to cause such lien or claim to be discharged and the expenses thereof, including any obligation assumed by deposit, bond, indemnity or otherwise, plus reasonable administrative, professionals' and attorneys' fees, shall be paid by the SUBCONTRACTOR upon demand or, at the CONTRACTOR's election, may be deducted from amounts due to SUBCONTRACTOR.

25. DBE/WBE GOALS. In the event DBE/WBE goals are required on a contract, the SUBCONTRACTOR will share the responsibility of these goals if requested by the CONTRACTOR.
26. In the event Apprentice/Trainee goals are required on a contract, the SUBCONTRACTOR will share the responsibility of these goals if requested by the CONTRACTOR.
27. SAFETY/DRUG AND ALCOHOL FREE POLICY. The SUBCONTRACTOR shall take all reasonable safety precautions pertaining to the Project Site and the Work and the conduct thereof. Without limiting the generality thereof, SUBCONTRACTOR shall comply with any CONTRACTOR safety measures and all local, state, and federal laws, orders, ordinances, regulations, and statutes with respect to safety and accident prevention and shall comply with all specific safety requirements of any governmental authority, including, without limitation, the requirements of the Occupational Safety Health Act of 1970, inclusive, and all successors and amendments thereto, and all standards and regulations that have been or shall be promulgated by the parties hereunder or agencies which administer such safety acts. SUBCONTRACTOR shall have and exercise full responsibility for compliance hereunder by itself, its agents, employees, materialmen, and SUB-SUBCONTRACTORS with respect to the Work; and shall respond to, defend, and be responsible for any citation, assessment, fine, or penalty by reason of SUBCONTRACTOR'S failure or failure of SUBCONTRACTOR'S agents, employees, materialmen, or SUB-SUBCONTRACTORS to so comply. SUBCONTRACTOR agrees that the prevention of accidents to workmen engaged upon or in the vicinity of SUBCONTRACTOR'S Work is its responsibility, even if CONTRACTOR has established and implemented a safety program for the entire project.

While on the Project Site and while conducting activities in connection with this Agreement off the Project Site, no SUBCONTRACTOR employee may use, possess, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted only if it does not impair a SUBCONTRACTOR employee's ability to perform the essential functions of this Subcontract effectively and in a safe manner.

28. LIQUIDATED DAMAGES. If CONTRACTOR is assessed liquidated damages by OWNER for failure to complete the Work on time and if CONTRACTOR'S delay in completion or any part of that delay in completion is caused by SUBCONTRACTOR, SUBCONTRACTOR agrees to pay that portion of the liquidated damages caused or attributed to SUBCONTRACTOR'S failure to complete its Work on time in accordance with the work schedule.
29. IMPLEMENTATION OF CLEAN AIR ACT. 1) Any facility to be used in the performance of this subcontract, unless such subcontract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), Executive Order 11738, and regulations in implementation thereof (40 C.F.R., Part 16) is not listed on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 C.F.R. 1.5.2.0. 2) That the OWNER and the CONTRACTOR shall be promptly notified prior to approval of subcontract of the receipt by the proposed SUBCONTRACTOR of any communication from the Director, Office of Federal Activities, E.P.A., indicating that a facility to be utilized in performance of the subcontract is under consideration to be listed on the E.P.A. List of Violating Facilities.
30. COMPLIANCE WITH OSHA and MSHA STANDARDS. The SUBCONTRACTOR warrants to the CONTRACTOR that all machinery, accessories, parts and/or other goods and materials used by SUBCONTRACTOR on the Project are designed, manufactured and/or constructed, and are capable of being operated effectually, so as to comply (1) with the Occupational Safety and Health Act of 1970, as amended, and with the standards and rules issued thereunder and (2) with other federal, state, local laws, ordinances and regulations issued, with respect to occupational safety and health. SUBCONTRACTOR agrees to indemnify and hold harmless for, of and from any loss the CONTRACTOR may sustain by reason of SUBCONTRACTOR'S failure to comply with said laws, rules and regulations in connection with the design, manufacture and/or construction of machinery accessories, parts and/or other goods and materials used on the

Project. SUBCONTRACTOR further agrees to indemnify and hold harmless for, of and from any loss the CONTRACTOR may sustain by reason of the SUBCONTRACTOR'S failure to comply with any other federal, state and local laws, ordinances and regulations issued with respect to occupational safety and health and applying to the Project.

31. **CERTIFICATIONS OF NON SEGREGATED FACILITIES** (Applicable to federally assisted construction contracts and related subcontracts which are not exempt from the Equal Employment Opportunity clause.)

The SUBCONTRACTOR hereby certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments and that he/she will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He/She agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage of dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, sex, or national origin, because of habit, local custom, or otherwise.

32. **EQUAL EMPLOYMENT OPPORTUNITY** – Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CHR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this Contract, the SUBCONTRACTOR agrees to comply with the following minimum specific requirement activities of EEO:

A. The SUBCONTRACTOR certifies that it will not discriminate against any employee or applicant because of race, religion, sex, color, national origin, age, sexual orientation, veterans' status, arrest/conviction, marital status, military reserve membership, outside lawful products, ancestry, honesty testing, pregnancy or childbirth, genetic testing, or physical or mental disability. This includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The SUBCONTRACTOR will post in conspicuous places, available to its employees, notices required by federal, state or local law setting forth the provisions of the non-discriminatory requirements.

C. Veterans: This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

D. Disability: This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

33. HEADINGS. The headings assigned to paragraphs in this Agreement are for convenience only and shall not affect the meaning or interpretation of any of the provisions of this Agreement.
34. SEVERABILITY. If any one or more provisions of this Agreement or any application thereof is found partially or completely invalid or unenforceable by an arbitrator or a court of competent jurisdiction, then such provision shall be deemed stricken, in whole or in part, for purpose of the dispute in question and the remainder of this Agreement shall continue in full force and effect. The parties shall negotiate in good faith to substitute a valid, legal and enforceable provision that reflects the intent of such invalid or unenforceable provision.

35. WAIVER. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by a party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, or a waiver of, or excuse for any other similar or different subsequent breach.
36. ENTIRETY. This Agreement and its referenced documents reference the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral and may not be modified by course of dealing, course of performance or usage of trade, but only modified in a writing signed by an authorized representative of each party. This Agreement shall extend to and be binding upon the parties and their respective successors and permitted assigns.
37. SURVIVAL. The provisions of the Agreement that impose continuing obligations and by their nature survive final acceptance of the Work or termination of this Agreement, including without limitation, warranty, indemnity and confidentiality obligations, shall remain in full force and effect after such expiration or termination.
38. GOVERNING LAW. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. Venue shall be in the federal or local courts serving the county in which the project site is located.
39. INCORPORATION OF SUBCONTRACTOR'S PROPOSAL. SUBCONTRACTOR'S Quotation dated January 28, 2016 is attached hereto as Attachment B and made a part of this Agreement. The terms and conditions of this Agreement shall govern and control to the extent any terms conflict with the terms set forth in the Quotation.

IN WITNESS WHEREOF, the CONTRACTOR and SUBCONTRACTOR hereby sign this agreement.

RELYCO, INC.

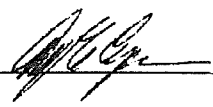
By: _____

Title

Date

Witness:

CORNERSTONE PAVERS, LLC

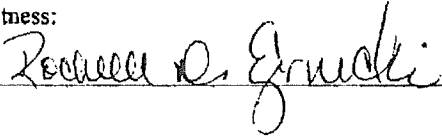
By:  _____

AMY E. CAPE, OWNER

Title

7/14/16

Date

Witness:
 _____

Attachment B

CORNERSTONE PAVERS, LLC.

TELEPHONE: 262-456-0430 FACSIMILE: 262-456-0719

QUOTATION
CITY OF DEPERE
PROJECT 16-04B
CONCRETE STREET
CONSTRUCTION/RECONSTRUCTION

JANUARY 28, 2016

ATTENTION: TO WHOM IT MAY CONCERN

Cornerstone Pavers, LLC. (Cornerstone) quotes the attached prices.

Following are qualifications of the quotation:

All prices are firm for 10 days from bid opening. Cornerstone must be informed of the Prime Contractors intention to contract within 10 days in order for it to lock in bid prices for materials.

Cornerstone shall be paid within 10 days of the prime contractor being paid.

All qualifications of this quotation shall be considered an addendum to any subcontract entered into by Cornerstone. These terms and conditions govern the quotation and shall be considered incorporated into any subsequent contract between the parties so as it fully stated therein.

No liquidated damages or other damages shall be charged to Cornerstone until Cornerstone is provided a written justification why it is being assessed, and the prime contractor makes reasonable efforts to meet with Cornerstone to explain the reasoning behind the charges. No liquidated damages or other damages shall be assessed to Cornerstone until such time as the contractor assesses liquidated damages.

The project shall be prepared far enough in advance to assure that Cornerstone will not be delayed and can work in an efficient continuous manner. Cornerstone shall be able to subgrade and then pave from one end of the project to the other, per stage.

A reasonable amount of time shall be provided to Cornerstone to perform its work.

Cornerstone shall be provided accurate schedule updates which it can rely on related to planning and coordinating its work.

Paving and concrete placement during weekday daytime hours only.

All barricades, fencing and traffic control done by others.

All grade stakes, and joint layout provided by others. All paving grades shall adequately support the paving and concrete placement operations.

No cold weather heating of concrete or cold weather protection included.

No haul roads or haul road maintenance included.

No sweeping included.

Attachment: Cornerstone Pavers Claim (6262 : Resolution #17-77, Disallowance of Claim (Cornerstone Pavers, LLC))

excavation, removals or backfilling included.

All excavation shall be performed far enough beyond the edge of proposed pavement for paving equipment tracks (4' minimum) with base aggregate placed on track line. All excavation shall also be performed far enough beyond the proposed back of curb to allow for slipform equipment (1' minimum) by prime contractor. Concrete paving equipment track line shall be constructed on base aggregate supplied by prime contractor. All shoring and temporary shoring shall be placed far enough beyond the edge of proposed pavement for paving equipment tracks (4' minimum) with base aggregate placed on track line.

Back-plastering, tuck-pointing of structures or castings included.

Manholes, water boxes, other structures, etc. shall be lowered well below the bottom of pavement subgrade to assure the grading / trimming equipment will not hit the structures and the structures must be plated and covered in such a way to not obstruct the production of the trimming operation.

All manholes, water boxes, other structures, etc. shall be set to within .1 feet below final grade, prior to paving by others.

Crushed aggregate base course (base aggregate) included. Any base aggregate placed by Cornerstone for balancing during finish grading operation, will be paid to Cornerstone at an agreed price between Cornerstone and the prime contractor.

All base aggregate shall be provided and placed by others. All base aggregate shall be placed within .1 feet of plan elevation and shall meet all specifications for compaction prior to Cornerstone's finish grading operations.

All temporary haul roads and access roads on the job site shall be built and removed by the prime contractor.

Prices in proposal are contingent upon agreeing to a subcontract and subcontract language agreeable to both prime contractor and Cornerstone.

Mobilizations included 2.

No bond, due's, or fee's included.

No more than 5% retainage may be held by the prime contractor.

Any damage to Cornerstone's or Cornerstone's subcontractor's work by another contractor on the project will be the other contractor's responsibility to repair or replace.

Prime contractor to supply staging or laydown area for equipment and materials within project limits.

NO JOINT SEALING INCLUDED FOR PAVEMENT ITEMS IN THIS PROPOSAL. See attached pricing from ISC for joint sealing add to pavement price if needed.

If you have any questions, please call Chris @ 262-770-6359, Ed @ 262-939-0263 or Office @ 262-456-0430

Cornerstone Pavers, LLC City of DePue Project 16-04B Concrete Street Construction/Reconstruction					
Item	Description	Unit	Quantity	Unit Price	Amount Bid
SD-10	Remove & Replace 24" Concrete Curb & Gutter - NO REMOVALS INCLUDED	LF	20	\$18.50	\$370.00
SD-11	Concrete Curb & Gutter Integral	LF	9,900	\$9.90	\$98,010.00
SD-12	Concrete Curb & Gutter Integral, HES	LF	510	\$10.53	\$5,370.30
SD-13	9" Doweled Concrete Pavement with Integral Curb & Gutter - NO JOINT SEALING INCLUDED	SY	17,700	\$36.89	\$652,953.00
SD-14	9" Doweled Concrete Pavement with Integral Curb & Gutter, HES -NO JOINT SEALING INCLUDED	SY	900	\$39.11	\$35,199.00
SD-15	Concrete Median Sloped Nose Type 1 Modified	SF	175	\$7.37	\$1,289.75
SD-16	Concrete Sidewalk or Driveway 9", HES	SY	1,900	\$39.31	\$74,689.00
SD-17	Remove & Replace Concrete Sidewalk Ramp 6" -NO REMOVALS INCLUDED	SY	55	\$34.88	\$1,918.40
SD-18	Drilled Tie Bars	EA	185	\$6.77	\$1,252.45
SD-19	Drilled Dowel Bars	EA	165	\$13.00	\$2,145.00
SD-20	Detectable Warning Field Yellow	EA	3	\$240.00	\$720.00
SD-22	Provide 18" curb and gutter	LF	415	\$17.43	\$7,233.45
					\$881,150.35



Interstate Sealant & Concrete, Inc.

DBE/WBE Certified

01/27/2016

Cornerstone USA LLC
Estimating
712 Russet St
Racine, WI 53405

Phone: 262-939-0283

Fax: 262-456-0719

RE: City of DePere 16-04B Concrete Street Reconstruction

Bid Date: 01/28/2016

Please accept our quote as follows:

Interstate Sealant & Concrete, Inc. will supply the men, equipment, and material to complete the following bid items

Item	Description	Units	Qty	Unit Price	Amount
SD-13	9" Doweled Concrete Pavement w/ Integral Curb & Gutter Joint Seal Only	SY	17,700	\$ 0.95	\$ 16,815.00
SD-14	9" Doweled Concrete Pavement w/ Integral Curb & Gutter HES Joint Seal Only	SY	900	\$ 0.95	\$ 855.00
DBE Certified / NAICS Codes: 237310 and 238990				Total	\$ 17,670.00

Additions & Exclusions:

Quote includes up to 2 mobilizations to complete all work. Price for additional mobilizations is \$ 1,000.00/Ea.

Quote does not include Railroad Protective/Liability Insurance.

Quote does not include vacuuming/sweeping of pavement.

Quote does not include green sawing.

Quote does not include coring for sealant verification.

Please add 1% to total if one (1) year Payment & Performance bond is requested or charged to contract.

If requested bonding rate greater, contract will be adjusted accordingly.

All barricades and traffic control provided by others.

Final clean-up to be provided by GC.

GC to provide water source.

This bid proposal shall become addendum to any contract awarded based on it. Any variations or change orders shall be negotiated as issues come up. ISC, Inc. reserves the right to withdraw this proposal if not accepted within 30 days. Please feel free to call 262/547-6316 with any questions.

Respectfully submitted,

Cheryl Sment / President

2016-03

EXHIBIT

B

Carew Concrete & Supply Co., Inc.*"A Solid Name For Concrete"*

1811 W. Edgewood Drive
 Appleton, WI 54913-
 (920) 731-9771 Fax (920) 731-6864

Bid QuotationProject Name: Depere Paving

Address:

City: Depere

Date: January 27, 2016

To: CornerStone Pavers, LLC

Contact: Ed

Approximate Yardage

4000

Fax: (262) 456-0719

Mix Name	Description	Mix Price
	Class A-FA	\$76.50
	Class A	\$78.50
	Class C	\$83.50
	class C-FA	\$81.50

Special Terms and Conditions

Terms: Payable by the 10th of the month following billing. Prices will be held firm thirty (30) days from bid date.
 Customer is to provide suitable access to point of delivery.

Saturday Delivery	\$8.00	per cubic yard (weather permitting)	Partial Load Charges
Overtime Delivery	\$6.00	per cubic yard after 4:00 p.m.	4 cu. yds. and less \$150.00
Waiting Time	\$85.00	per hr. in excess of 6 minutes per cubic yard	
Winter Charges	\$8.00	per cubic yard November 1 to March 31	
Winter Charges	\$4.00	per cubic yard April 1 to April 30	
Environmental	\$0.00	per load	

Above prices do not include applicable city, county, State sales or use taxes. 1 1/2% per month interest (18% per annum) will be charged on any unpaid balances.

Seller shall provide materials indicated herein except that Seller shall be relieved from any obligations to perform at such time and allowed a reasonable time to perform due to material shortages, strikes, fires, inclement weather, labor shortages, acts of buyer or his agents, acts of God or any other cause beyond the control of the seller. Customer is responsible for all concrete testing and related costs.

**WE RESERVE THE RIGHT TO MEET BONA-FIDE
 COMPETITIVE PRICES, TERMS OR POLICIES**

Thank you for this opportunity to quote the above project.

Quoted By: _____

Date: _____

Attachment: Cornerstone Pavers Claim (6262 : Resolution #17-77, Disallowance of Claim (Cornerstone Pavers, LLC))

From: Ed Anastas [<mailto:EAnastas-Cornerstone@wi.rr.com>]

Sent: Friday, July 28, 2017 9:32 AM

To: Chris Cape <ccccape@wi.rr.com>

Subject: FW: Can you get us a really tough number on the paving for the De Pere job by the end of the day tomorrow. The bids are due at 11:00am on Thursday.

From: Mike Tews [<mailto:MTews@carewconcrete.com>]

Sent: Wednesday, January 27, 2016 9:12 AM

To: Ed Anastas

Subject: RE: Can you get us a really tough number on the paving for the De Pere job by the end of the day tomorrow. The bids are due at 11:00am on Thursday.

100+

From: Ed Anastas [<mailto:EAnastas-Cornerstone@wi.rr.com>]

Sent: Wednesday, January 27, 2016 8:56 AM

To: Mike Tews <MTews@carewconcrete.com>

Cc: Chris Cape <ccccape@wi.rr.com>

Subject: RE: Can you get us a really tough number on the paving for the De Pere job by the end of the day tomorrow. The bids are due at 11:00am on Thursday.

Roughly 6500 cy....mostly AFA

AFA

A

CFA

How many cy/hr can you supply from your plant?

From: Chris Cape [<mailto:ccccape@wi.rr.com>]

Sent: Wednesday, January 27, 2016 8:09 AM

To: Ed Anastas

Subject: FW: Can you get us a really tough number on the paving for the De Pere job by the end of the day tomorrow. The bids are due at 11:00am on Thursday.

Do you have the yards for Mike?

From: Mike Tews [<mailto:MTews@carewconcrete.com>]

Sent: Wednesday, January 27, 2016 8:02 AM

To: Chris Cape

Subject: RE: Can you get us a really tough number on the paying for the De Pere job by the end of the day tomorrow. The bids are due at 11:00am on Thursday.

Yes. how many yards is project.

From: Chris Cape [<mailto:ccccape@wi.rr.com>]

Sent: Tuesday, January 26, 2016 8:03 PM

To: Mike Tews <MTews@carewconcrete.com>

Cc: Ed Anastas <eanastas-cornerstone@wi.rr.com>

Subject: Can you get us a really tough number on the paving for the De Pere job by the end of the day tomorrow. The bids are due at 11:00am on Thursday.

Can we get a pickup number from your plan located in De Pere? How many yards and hour can this plant max out at?

Chris Cape

Cornerstone USA, LLC.

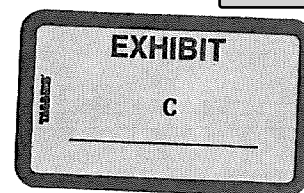
E-mail: ccccape@wi.rr.com

Cell: 262-770-6359

Office: 262-456-0430

NOTICE: This e-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521, is confidential and may be privileged. If you are not the intended recipient, please be aware that any retention, dissemination, distribution, or copying of this communication is prohibited. Please reply to the sender that you have received this message in error and then delete it. Thank you for helping maintain privacy.

Attachment: Cornerstone Pavers Claim (6262 : Resolution #17-77, Disallowance of Claim (Cornerstone Pavers, LLC))



CLAIM FOR PUBLIC IMPROVEMENT LIEN
 § 779.15(1), Wis. Stats.

This Claim for Public Improvement Lien must be served to the state department, board, or commission having jurisdiction, or the clerk or treasurer of the municipality, with a copy served on the Prime Contractor. See Wis. Stat. § 779.15(2). Service may be made by personal delivery, registered mail, certified mail or by other method of delivery where recipient makes written confirmation of receipt for all government entities EXCEPT the State of Wisconsin and its departments and agencies, which must receive this Claim via Registered Mail or Certified Mail, Return Receipt Requested. Wis. Stat. § 779.01(2)(e).

Date: May 9, 2017

1. CLAIMANT*:

Name: Cornerstone Pavers, LLC
 Address: 6422 N. Hwy 31, Suite 1
Racine, WI 53402

2. PRIME CONTRACTOR:

Name: Relyco, Inc.
 Address: PO Box 5246
De Pere, WI 54115-5246

3. PUBLIC ENTITY: City of De Pere
 State/County/Town/Municipality/Other

4. PROJECT NUMBER (if any): 16-04B Concrete Street Reconstruction

5. LOCATION OF PUBLIC IMPROVEMENT PROJECT: City of De Pere

6. DESCRIPTION OF LABOR, SERVICES, MATERIALS, PLANS AND/OR SPECIFICATIONS PERFORMED, FURNISHED OR PROCURED BY CLAIMANT:
9" Concrete Pavement, sidewalk, driveways, and
curb and gutter

7. AMOUNT CLAIMED: \$ 445,410.86

* A Claimant is anyone who performs, furnishes, procures, manages, supervises or administers any labor, services, materials, plans and/or specifications used or consumed in public improvements or public works and who contracts with a Prime Contractor who has contracted with the Owner as further described in §779.15(1), Wis. Stats.

INSTRUCTIONS TO THE PUBLIC ENTITY: Pursuant to §779.15(1), Wis. Stats., to the extent money, bonds or warrants are due or will be due the Prime Contractor upon receipt of this notice, and this claim is admitted by the Prime Contractor OR the Prime Contractor does not dispute the claim within thirty (30) days after service, (a) payment shall be made to the Claimant in the amount claimed on demand and charged to the Prime Contractor, or (b) if amounts claimed exceed the amounts due to the Prime Contractor, notify the Claimant and the Prime Contractor in writing of who is entitled to the available money and payment of that amount shall be made unless an action is commenced within twenty (20) days of the mailing of the determination of entitlement.

Claimant's Name:

By: 

Authorized Agent's Name: Amy E. Cape

Title: Owner

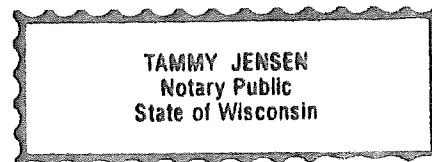
Address: 6422 N. Hwy 31, Suite #1
Racine, WI 53402

Telephone Number: (262) 456-0430

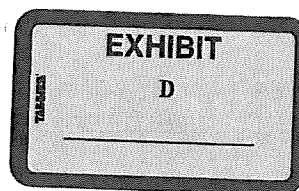
STATE OF WISCONSIN)
) SS
Racine COUNTY)

The above-named Amy E. Cape, known by me to be the person who executed the foregoing Claim for Public Improvement, came personally before me on 4 May 2017, 2017, and acknowledged its execution and, if the Claimant is a corporation, acknowledged further that the Claim was executed for this corporation by its authority.


Notary Public
My Commission: February 16th, 2021



Thomas M. Olejniczak
 Frederick L. Schmidt
 R. George Burnett
 Gregory A. Grobe
 Toni L. Kluss
 Robert M. Charles
 Brick N. Murphy
 Jodi Arndt Labs
 David H. Weber
 Ross W. Townsend
 Michele M. McKinnon
 Kurt A. Goehle
 James M. Ledvina
 Steven J. Kueger
 Jill J. Ray
 Joshua M. Koch



Retired:
 Gregory B. Conway
 J. Michael Jerry

Law Firm of
CONWAY, OLEJNICZAK & JERRY, S.C.

Since 1976

Telephone: (920) 437-0476

Facsimile: (920) 437-2868

jodi@lcojlaw.com

www.lcojlaw.com

June 8, 2017

**Via Certified U.S. Mail
 and Electronic Mail**

City of DePere
 c/o Shana D. Ledvina, Clerk-Treasurer
 335 South Broadway
 De Pere, WI 54115

Attorney Andrew S. Hovestol
 Jeffrey Leavell, S.C.
 723 S. Main Street
 Racine, WI 53403

**Re: Claim for Public Improvement Lien Filed by Cornerstone Pavers, LLC
 City of De Pere Project 16-04B
 Relyco's Dispute of Claim for Public Improvement Lien**

Dear Ms. Ledvina and Mr. Hovestol:

Our firm represents the prime contractor, Relyco, Inc. ("Relyco"), concerning the above-captioned project and lien claim. Please be advised that Relyco disputes Cornerstone Pavers, LLC's ("Cornerstone") Claim for Public Improvement Lien. This notice is provided pursuant to §779.15(3), Wis. Stats.

Contrary to Cornerstone's assertion, Relyco has paid all monies due and owing to Cornerstone for its work on Project 16-04B; in fact, Relyco has overpaid Cornerstone for work performed to date. The Subcontract Agreement between Relyco and Cornerstone provided for a subcontract price of \$877,041.85 for the work to be performed by Cornerstone. Based on quantities verified by the City and its engineer and the respective bid price for such quantities, Cornerstone's work on the project totals \$869,665.61. The amount due to Cornerstone included monies owed to Cornerstone's supplier, MCC, for the concrete they supplied on the Project; Cornerstone directed Relyco to pay such monies directly to MCC. To date, Relyco has paid MCC a total of \$556,997.29, thereby bringing the potential amount due and owing to Cornerstone down to \$312,668.32. Relyco has paid Cornerstone the sum of \$203,765.38, leaving a potential balance of \$108,902.94 due and owing to Cornerstone. However, based on monies being held by the City for a claim filed by Cornerstone's subcontractor, Carew, (i.e., \$38,000), along with liquidated damages assessed by the City for delays directly related to the concrete work (i.e., \$76,000), Relyco does not owe Cornerstone any additional monies at this time. Relyco is allowed to assess

231 South Adams Street • Green Bay, WI 54301
 P.O. Box 23200 • Green Bay, WI 54305-3200 • Phone: 920.437.0476 • Fax: 920.437.2868
www.lcojlaw.com

Law Firm of
CONWAY, OLEJNICZAK & JERRY, S.C.

June 8, 2017

Page 2

such damages against Cornerstone under its Subcontract Agreement. Factoring in the liquidated damages and the Carew claim, Relyco has overpaid Cornerstone \$5,097.06.

Enclosed as Exhibit A is a summary reflecting the total owed to Cornerstone for the work it has performed on the Project, along with the amounts paid to Cornerstone and MCC. Also enclosed as Exhibit B are copies of the checks Relyco issued to Cornerstone and MCC, demonstrating payments made on the Project.

Cornerstone filed a claim for public improvement lien for \$445,410.86. Cornerstone has never provided Relyco with an itemization on how it arrived at that figure or otherwise submitted a payment request for such additional compensation; such amount actually would bring Cornerstone's work in at a price that far exceeds its subcontract price. It is also important to note that the City has not approved any additional compensation to Cornerstone for its work on the Project and, therefore, Relyco does not owe such monies to Cornerstone.

In short, Relyco disputes that it owes Cornerstone any monies, let alone \$445,410.86. Accordingly, Relyco respectfully requests that the City not pay over any monies that it may be holding on the Project to Cornerstone.

Please do not hesitate to contact me if you have any questions.

Thank you.

Very truly yours,

LAW FIRM OF CONWAY, OLEJNICZAK & JERRY, S.C.

By: _____

Jodi Arndt Labs

JAL:jal

Enclosures

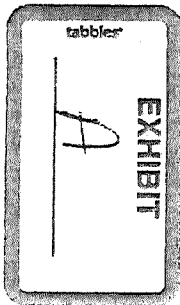
cc: Bradley Ottum, Relyco, Inc.

2617294

Attachment: Cornerstone Pavers Claim (6262 : Resolution #17-77, Disallowance of Claim (Cornerstone Pavers, LLC))

City of De Pere
Project 16-04B

City Pay Estimate	Date Recvd:	City DePere Ck #	Total Cornerstone Complete	Less Additional Retainer withheld for Carew/Days	Total Due for Cornerstone Work	Date Pd to Cornerstone	Relyco Check #	Paid to Cornerstone	Date Pd to MCC	Relyco Check #	Paid to MCC	Date Cleared Bank	Retainer held from Cornerstone
4	10/14/2016	2077481	\$ 433,654.86	\$ -	\$ 433,654.86	10/18/2016	18619	\$ 140,229.08	10/18/2016	18613	\$ 271,743.04	10/1/2016	\$ 21,662.74
5	12/2/2016	2078766	\$ 171,753.12	\$ -	\$ 171,753.12	12/8/2016	18867	\$ 63,536.30	12/8/2016	18968	\$ 85,395.95	12/13/2016	\$ 8,587.66
6	1/19/2017	2080657	\$ 264,257.63	\$ 114,000.00	\$ 150,257.63	No Pymnt Due		\$ -	1/31/2017	19031	190,492.37	2/2/2017	\$ 13,199.19
									2/22/2017	19109	2,405.26	2/28/2017	
									5/5/2017	19331	6,960.67	5/8/2017	
			\$ 869,665.61	\$ 114,000.00	\$ 755,665.61			\$ 209,765.38			\$ 556,997.29		\$ 43,469.59
					\$ 209,765.38	Cornerstone Payments							
					\$ 556,997.29	MCC Payments							
					\$ 760,762.67	Total Paid							
					\$ (5,097.06)	Overpaid Cornerstone							
					\$ (43,469.59)	Current Retainer							
					\$ (48,566.65)	Current Over Paid to Cornerstone							



Invoice Date	Invoice Number	Invoice Amount	Discount Amount	Payment Amount	Balance Due
09/12/16	91602.1.1	140,229.08	0.00	140,229.08	0.00

Vendor - 03852 CORNERSTONE PAVERS, Total 0.00 \$140,229.08
Check Number 00018619 10/18/16

RELYCO, INC.
P.O. BOX 5246
DE PERE, WI 54115

JOHNSON BANK
johnsonbank.com

18619

79-1185/71
7700

CHECK 18619

10/18/16
DATE

*****\$140,229.08
AMOUNT

One Hundred Forty Thousand Two Hundred Twenty Nine & 08/100 Dollars

PAY TO THE ORDER OF
CORNERSTONE PAVERS, LLC
6422 STATE RD 31
RACINE, WI 53402

AUTHORIZED SIGNATURE

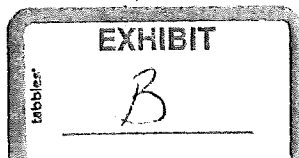
⑈018619⑈ ⑈075911852⑈ 1001378385⑈

RELYCO, INC.

18619

Invoice Date	Invoice Number	Invoice Amount	Discount Amount	Payment Amount	Balance Due
09/12/16	91602.1.1	140,229.08	0.00	140,229.08	0.00

Vendor - 03852 CORNERSTONE PAVERS, Total 0.00 \$140,229.08
Check Number 00018619 10/18/16



RELYCO, INC.

18867

Invoice Date	Invoice Number	Invoice Amount	Discount Amount	Payment Amount	Balance Due
11/02/16	91602.2	63,536.30	0.00	63,536.30	0.00

Vendor - 03852 CORNERSTONE PAVERS, Total 0.00 \$63,536.30
Check Number 00018867 12/08/16

RELYCO, INC.
P.O. BOX 5246
DE PERE, WI 54115

JOHNSON BANK
johnsonbank.com

18867

79-1185/71
7700

CHECK AMOUNT

12/08/16

*****\$63,536.30

DATE

AMOUNT

Sixty Three Thousand Five Hundred Thirty Six & 30/100 Dollars***

PAY TO THE ORDER OF CORNERSTONE PAVERS, LLC
6422 STATE RD 31
RACINE, WI 53402

AUTHORIZED SIGNATURE

⑈018867⑈ ⑆075911852⑆ 1001378385⑈

RELYCO, INC.

18867

Invoice Date	Invoice Number	Invoice Amount	Discount Amount	Payment Amount	Balance Due
11/02/16	91602.2	63,536.30	0.00	63,536.30	0.00

Vendor - 03852 CORNERSTONE PAVERS, Total 0.00 \$63,536.30
Check Number 00018867 12/08/16

RELYCO, INC.

18613

Invoice Date	Invoice Number	Invoice Amount	Discount Amount	Payment Amount	Balance Due
09/12/16	93039-93507-93	271,743.04	0.00	271,743.04	0.00

234,443⁰⁴

300-1301

35,300

300-11

Vendor - 13170 MCC, INC.

Total 0.00

\$271,743.04

Check Number 00018613 10/18/16

RELYCO, INC.
P.O. BOX 5246
DE PERE, WI 54115

JOHNSON BANK
johnsonbank.com

18613

79-1185/71
7701

CHECK ADHS

10/18/16
DATE*****\$271,743.04
AMOUNT

Two Hundred Seventy One Thousand Seven Hundred Forty Three & 04/100
Dollars*****

PAY TO THE ORDER OF
MCC, INC.
MURPHY CONCRETE&CONSTR
PO BOX 1137
APPLETON, WI 54912-1137

AUTHORIZED SIGNATURE

⑈018613⑈ ⑈075911852⑈ 1001378385⑈

RELYCO, INC.

18613

Invoice Date	Invoice Number	Invoice Amount	Discount Amount	Payment Amount	Balance Due
09/12/16	93039-93507-93	271,743.04	0.00	271,743.04	0.00

Pay # 2 - 85,395

74,395

300-1301

11,000

300-11

Vendor - 13170 MCC, INC.

Total 0.00

\$271,743.04

Check Number 00018613 10/18/16

RELYCO, INC.

19031

Invoice Date	Invoice Number	Invoice Amount	Discount Amount	Payment Amount	Balance Due
12/31/16	98056-98556-98	190,492.37	0.00	190,492.37	0.00

Vendor - 13170 MCC, INC.

Total 0.00

\$190,492.37

Check Number 00019031 01/31/17

RELYCO, INC.
P.O. BOX 5246
DE PERE, WI 54115

JOHNSON BANK
johnsonbank.com

19031

79-1185/770

CHECK AMOUNT

01/31/17

*****\$190,492.37

DATE

AMOUNT

One Hundred Ninety Thousand Four Hundred Ninety Two & 37/100 Dollars

PAY TO THE ORDER OF
MCC, INC.
MURPHY CONCRETE&CONSTR
PO BOX 1137
APPLETON, WI 54912-1137

AUTHORIZED SIGNATURE

⑈019031⑈ ⑆075911852⑆ 1001378385⑈

RELYCO, INC.

19031

Invoice Date	Invoice Number	Invoice Amount	Discount Amount	Payment Amount	Balance Due
12/31/16	98056-98556-98	190,492.37	0.00	190,492.37	0.00

Vendor - 13170 MCC, INC.

Total 0.00

\$190,492.37

Check Number 00019031 01/31/17

RELYCO, INC.

19109

Invoice Date	Invoice Number	Invoice Amount	Discount Amount	Payment Amount	Balance Due
02/22/17	02-21-17CS-APP	2,405.26	0.00	2,405.26	0.00

Vendor - 13170 MCC, INC.

Total 0.00

\$2,405.26

Check Number 00019109 02/22/17

RELYCO, INC.
P.O. BOX 5246
DE PERE, WI 54115

JOHNSON BANK
johnsonbank.com

19109

79-1185/71
7700

CHECK AMOUNT

02/22/17
DATE*****\$2,405.26
AMOUNT

Two Thousand Four Hundred Five & 26/100 Dollars*****

PAY
TO THE
ORDER
OF
MCC, INC.
MURPHY CONCRETE&CONSTR
PO BOX 1137
APPLETON, WI 54912-1137

AUTHORIZED SIGNATURE

⑈019109⑈ ⑆075911852⑆ 1001378385⑈

RELYCO, INC.

19109

Invoice Date	Invoice Number	Invoice Amount	Discount Amount	Payment Amount	Balance Due
02/22/17	02-21-17CS-APP	2,405.26	0.00	2,405.26	0.00

Vendor - 13170 MCC, INC.

Total 0.00

\$2,405.26

Check Number 00019109 02/22/17

RELYCO, INC.

19331

Invoice Date	Invoice Number	Invoice Amount	Discount Amount	Payment Amount	Balance Due
05/05/17	05-05-17-PYMT5	6,960.67	0.00	6,960.67	0.00

Vendor - 13170 MCC, INC.

Total 0.00

\$6,960.67

Check Number 00019331 05/05/17

RELYCO, INC.
P.O. BOX 5246
DE PERE, WI 54115

JOHNSON BANK
johnsonbank.com

19331
78-1185/759
77000
CHECK ADAPTER

05/05/17

*****\$6,960.67

Six Thousand Nine Hundred Sixty & 67/100 Dollars*****DATE

AMOUNT

AY
O THE
ORDER
IF
MCC, INC.
MURPHY CONCRETE&CONSTR
PO BOX 1137
APPLETON, WI 54912-1137

AUTHORIZED SIGNATURE

⑈019331⑈ ⑈075911852⑈ ⑈001378385⑈

IELYCO, INC.

19331

Invoice Date	Invoice Number	Invoice Amount	Discount Amount	Payment Amount	Balance Due
05/05/17	05-05-17-PYMT5	6,960.67	0.00	6,960.67	0.00

Vendor - 13170 MCC, INC.

Total 0.00

\$6,960.67

Check Number 00019331 05/05/17

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 3, 2017

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #17-78, Authorizing Agreement Regarding the Sale and Purchase of Certain Business Park Property Between the City of De Pere and Midland Plastics, Inc.

On August 8, 2017, by a vote of 5-0, the Finance and Personnel Committee approved purchase agreement terms for the sale of parcel WD-L179 to Midland Plastics, Inc. The attached purchase agreement has been negotiated between the City and Developer. During negotiations, the Developer requested a modification to the following requirement which was part of the August 8, 2017 approval:

Compliance with all City codes, particularly as related to design standards. Building architecture and landscaping are expected to be of high quality due to the property location along the proposed Southern Bridge corridor. This means that, when expansion occurs, the facade that fronts the Southbridge corridor must be of very high visual quality.

Instead, the attached purchase agreement includes the following language:

When the contemplated building expansion occurs to the north toward Southbridge Road, the facade fronting the Southern Bridge corridor shall be consistent with the zoning code requirements then applicable to the Subject Parcel and approved by the City Plan Commission in its reasonable discretion

Staff believes that the revised language will not materially alter the look of the facility expansion given the expected update of the current zoning code and the applicant's verbal commitments made at the Plan Commission meeting at which the site plan for the project was approved.

Additionally, at the time the agenda was being assembled, several minor additional items in the purchase agreement were still under discussion. Therefore, those items may end up being revised in the final agreement at the Council meeting. If there are such items, they will be brought to the Council's attention at the meeting.

ATTACHMENTS:

- Reso17-78 (DOCX)
- Midland PSA (9-28-17) DK (13095461) DP accepted changes 9-28-17 (DOCX)
- Exhibit A-Midland Plastics (PDF)
- Exhibit B-Midland Plastics (PDF)

RESOLUTION #17-78

AUTHORIZING AGREEMENT REGARDING THE SALE AND PURCHASE
OF CERTAIN BUSINESS PARK PROPERTY BETWEEN
THE CITY OF DE PERE AND MIDLAND PLASTICS, INC.

WHEREAS, City owns certain vacant property within its corporate limits known as the West Industrial Park and wishes to develop a portion of this Business Park Property; and

WHEREAS, Midland Plastics, Inc. (“Developer”) desires to enter into an agreement to purchase an approximate 6.23 acre parcel of property for the purpose of constructing a 40,200 square foot building for manufacturing use thereon (“Development Project”); and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District No. 11 (the “District”) and adopted a Project Plan (the “Project Plan”) for the District authorizing the expenditure of funds within the District; and

WHEREAS, Developer’s intended Development Project is consistent with the Project Plan and will be beneficial to the City; and

WHEREAS, Developer’s ability to commence the Development Project is contingent upon the City providing financial and other assistance to Developer per the terms set forth in the attached Agreement Regarding the Sale and Purchase of Certain Business Park Property; and

WHEREAS, City desires to provide such financial assistance and to promote this Development Project; 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 Deputy City Clerk are authorized and directed to enter into such Agreement Regarding the Sale and Purchase of Certain Business Park Property Between the City of De Pere and Midland Plastics, Inc. as is attached hereto and

Resolution #17-78

Page 2 of 2

incorporated by reference as Exhibit 1, subject to such changes as deemed necessary by the City Attorney.

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 19th day of September, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso17-78 (6134 : Resolution #17-78 , Authorizing Agreement with Midland Plastics, Inc.)

**AGREEMENT REGARDING THE SALE AND PURCHASE OF CERTAIN
BUSINESS PARK PROPERTY BETWEEN THE
CITY OF DE PERE AND MIDLAND PLASTICS, INC.
(American Blvd. at Richco Court)**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2017, by and between the City of De Pere, Wisconsin, a municipal corporation (“City”), and Midland Plastics, Inc. a Wisconsin corporation (“Developer”), (hereinafter “the Parties”).

RECITATIONS

WHEREAS, City owns certain property within its corporate limits known as the West Business Park (“Business Park”), and wishes to develop a portion of the same ; and

WHEREAS, Developer desires to enter into an agreement to purchase real property in the Business Park identified as Parcel WD-L179, comprising approximately 6.23 acres, for the purpose of constructing a 40,200 sq. ft. manufacturing facility thereon; and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District No. 11 (TID #11) as and for the benefit of industrial and other development within the District; and

WHEREAS, Developer’s intended development on Parcel WD-L179 is consistent with the Project Plan for TID #11 and will be beneficial to the City; and

WHEREAS, Developer’s ability to develop the proposed manufacturing facility is contingent upon City providing financial and other assistance to Developer on the terms set forth in this Agreement; and

WHEREAS, City desires to provide such financial assistance and to promote this development.

Sale and Purchase Agreement
Midland Plastics, Inc.
Page 1 of 15

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. DEFINITIONS

A. Assessed Value means the value placed upon the Building Development by the City Assessor under Chapter 70, Wisconsin Statutes.

B. Building Development means the real estate and 40,200 sq. ft. manufacturing building improvements contemplated by the Parties (and subject to further expansion) as approved by the City Plan Commission on the Subject Parcel. Building Development and Subject Parcel can/are used interchangeably after the certificate of occupancy is issued by the Building Inspection Department.

C. Certificate of Occupancy means the certificate issued by the Building Inspection Department upon completion of the Building Development so as to permit occupancy of the same.

D. District and/or TID #11 means City of De Pere Tax Increment Financing District No. 11. TID #11 is statutorily scheduled to close as of December 31, 2034.

E. Guaranteed value means One Million Eight-Hundred Twenty Thousand and No/100 Dollars (\$1,820,000.00.)

F. PILOT means payment in lieu of tax, which is calculated pursuant to Paragraph VI.C. of this Agreement.

G. Project means the manufacturing building improvements which, together with the real estate, comprise the Building Development.

H. Subject Parcel means the real property described in Paragraph II.A.

II. PURCHASE OF REAL ESTATE.

A. Subject Parcel. Developer agrees to purchase, and City agrees to sell, the approximate 6.23 acre parcel of real estate shown on the attached Exhibit A and legally described as (“Subject Parcel”):

Lot 3, Volume 62 Certified Survey Maps Page 225, Brown County Map #8764, being located in part of the Northwest ¼ of the Northwest ¼, Section 5, T 22 N, R 20 E, City of De Pere, Brown County, Wisconsin. (check legal with title insurance)

B. Purchase Price. The purchase price for the Subject Parcel shall be \$35,000.00 per acre, plus each fraction thereof for a total purchase price of Two Hundred Eighteen Thousand Fifty and No/100 Dollars (\$218,050.00) (\$35,000.00 x 6.23).

C. Municipal Improvements and Utilities. The purchase price for the Subject Parcel covers and includes the following municipal improvements: concrete street, curb, gutter, storm sewer [five (5) year event maximum discharge], sanitary sewer, municipal water, and by the following private utility improvements: electric and natural gas services. All of such improvements and utilities are available and located in the existing American Boulevard and dedicated Southbridge rights-of-way adjacent to and abutting Parcel WD-L179 as follows:

1. Municipal water is located:
 - Along American Boulevard across the street to the west of the Subject Parcel;
 - Along Richco Court across the street to the south of the Subject parcel; and
 - In Richco Court at the apex of the cul-de-sac, easterly of the Subject Parcel.
2. Sanitary sewer is located along Richco Court adjacent to the Subject Parcel;
3. Storm sewer connections are located:
 - In American Boulevard approximately mid-way along the westerly property line of the Subject Parcel and at the southwest corner of the

- Subject Parcel; and
- At two additional points in Richco Court.

The purchase price however is not intended to and does not cover extension of municipal improvements from their location in City right-of-way onto the Subject Parcel.

III. DEVELOPER CONTINGENCIES

The following shall constitute contingencies and conditions precedent to Developer's obligation to close on the purchase of the Subject Property, each of which must be satisfied or waived in writing by Developer within 90 days of the Effective Date ("the Due Diligence Period"), unless another time period is otherwise specifically provided below:

- A.** Developer obtaining a first mortgage loan commitment for Developer's Project in an amount and with terms and conditions satisfactory to Developer.
- B.** Developer completing to its satisfaction, in its sole and absolute discretion, a site analysis (to include, without limitation, environmental and soil boring testing, inspections and governmental approvals) to confirm that the Subject Parcel is suitable in all respects for Developer's intended use. After receipt of the VPLE Certificate of Completion from the DNR, City shall permit Developer to access the Subject Parcel prior to closing at no cost to Developer for the purpose of site examination, testing and investigation of the Subject Parcel as deemed necessary by Developer to complete its site analysis. Developer agrees to hold City harmless for any and all injury and/or damage that may occur to Developer, its agents or employees, City's agents and/or employees, third parties or any properties or interest of any of the above

referenced persons occasioned as a result of Developer's site examination and testing activities as contemplated by this paragraph. This hold harmless provision is intended to include all costs of defense, including reasonable attorney's fees.

- C. Evidence of Title/Title Defects.** City shall at its own expense, provide Developer with a title insurance commitment for an ALTA policy for the Subject Property issued by First American Title Insurance Company within 20 days of the Effective Date. 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, with an extended coverage and gap endorsement showing title to the property to be marketable. City shall, at its cost and expense, cause the deletion of all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. City shall also deliver to Developer within 20 days of the Effective Date, copies of all documents appearing as exceptions to the title commitment. 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.
- D. Receipt and approval of the VPLE Certificate of Completion for the Subject Parcel as contemplated by Paragraph V.A.1.**

IV . CLOSING PROCEDURE. Closing shall take place within fifteen (15) days of Developer's waiver and/or satisfaction of the items set forth in Section III at De Pere City Hall or through escrow deposit with the Title Company unless the parties otherwise agree in writing.

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

B. 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 provided the same do not restrict or interfere with the intended use of the Subject Parcel.
2. Easements of record provided the same do not restrict or interfere with the intended use of the Subject Parcel.
3. Obligations of Developer contained in this Agreement.

V. ENVIRONMENTAL WARRANTIES AND INDEMNITIES.

A. Voluntary Party Liability Exemptions (VPLE) Status of Subject Property.

1. City has received approval of its application for VPLE status for the Subject Parcel under Wis. Stats. §292.15 by the Wisconsin Department of Natural Resources (WDNR). Under such statute, VPLE status will exempt the City and eligible future owners of the Subject Parcel, including Developer, from future liability under

most provisions of Wisconsin's spill law as well as certain hazardous and solid waste laws with respect to the hazardous substances cleaned up on the Subject Parcel by the City.

Environmental assessments, remedial action plans and clean-up work have been approved by the WDNR. City has submitted all required documentation necessary for the WDNR to issue a Certificate of Completion covering the Subject Parcel. VPLE status shall be effective upon City's receipt of the Certificate of Completion. Pursuant to Wis. Stats. §292.15(3), said exemption applies to any successor or assign as provided thereunder.

2. Developer acknowledges that the environmental clean-up on the Subject Parcel is sufficient for WDNR purposes for industrial uses of the subject property. Developer further acknowledges that any non-industrial use of the Subject Parcel shall be subject to such rules and regulations as the WDNR may require and that the costs therefore are Developer's costs and not the City's.

B. Flood plain or wetlands. City has had prepared a revised draft wetland delineation map and provided a copy of the same to Developer.

C. Provisions to Survive Closing. The representation provisions of this section shall survive the closing of this transaction.

VI. DEVELOPER OBLIGATIONS

A. Construction.

1. Site Plan. Developer has received site plan approval for Project. A copy of such site plan, together with the Plan Commission Decision Letter are attached and incorporated as Exhibit B. When the contemplated building expansion occurs to the north toward Southbridge Road, the façade fronting the Southern Bridge corridor shall be consistent with the zoning code requirements then applicable to the Subject Parcel and as approved by the City Plan Commission in its reasonable discretion. Developer shall comply with all City codes, including the City's Building Code and the City's Planning and Development Standards for the Business Park in its construction activities and all required permits shall be obtained prior to commencement of any construction activity. If the provisions of this paragraph are not complied with, the City may proceed as provided in Paragraph VI.A.3. below.

2. Developer to Substantially Develop. Developer shall substantially develop the building and improvements on the property in accordance with the site plan approval within eighteen (18) months of the closing of the property. Substantial development as used in this Agreement shall mean that a Certificate of Occupancy has been issued.

3. Failure to Commence Construction or Substantially Develop.

a. Notice and Cure. If, in the reasonable discretion of City, Developer has not complied with the provisions of Paragraph VI.A.2, above, City may, by certified mail, inform Developer of such failure.

b. City Repurchase. If after sixty (60) days of mailing of such notice, Developer has still not substantially developed the property in compliance with the site plan, City may repurchase the Subject Parcel for the price actually paid for the property, less the Developer's Grant paid under Paragraph VII., less any real property taxes due or liens or judgments of record. Title shall be conveyed by warranty deed to the City and Developer shall pay all closing costs and transfer and recording fees. The parties acknowledge that this calculation may result in a payment of money from Developer to City upon the City's repurchase of the Subject Parcel.

c. Improvements. If repurchase is made under this section, all improvements to the Subject Parcel shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the subject parcel as a result or consequence of Developer's ownership or construction efforts thereon.

d. Force majeure. If Developer is delayed from achieving substantial development as required in this Agreement and as referred to in this paragraph due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or force majeure, the rescission and repurchase provision of this paragraph shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City at law.

4. Certificate of Occupancy. The project shall be completed with the certificate of occupancy issued by the Building Inspection Division on or before April 1, 2019.

B. Valuation warranties.

1. Developer warrants that the Guaranteed Value of the Building Development as of January 1, 2019 shall be One Million Eight Hundred Twenty Thousand and No 100/Dollars (\$1,820,000.00). To that end, Developer, for itself, its successors and assigns, hereby waives all rights during the life of the District to appeal the assessed value of the Building Development, assert a claim of unlawful tax, assert a palpable error, or otherwise challenge, under any existing or newly created right in the future under Wisconsin or Federal laws, the value of the Building Development below the Guaranteed value for the duration of the life of the District. The aggregate of the Developer's incentives is based upon the Completed Development having an assessed value for real property tax purposes, of not less than the Guaranteed Value. If the Assessed Value of the Completed Development is less than the Guaranteed Value, Developer and its successors and assigns agree that the provisions of Paragraphs VI.B. and VI.C. shall control.

2. Property to remain taxable. For the duration of the life of the District, Developer hereby agrees, for itself, its successors and assigns, that it shall not, without the prior written consent of the City, sell or lease any portion of the Subject Parcel to an entity whereby such sale or lease

would cause such portion of the Subject Parcel 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 it will place a restriction in any deed conveying the Subject Parcel during the duration of this Agreement prohibiting any use of the Subject Parcel during the term of this Agreement which would cause the Subject Parcel or any portion thereof to become tax exempt. Should the Subject Parcel nevertheless become tax exempt, Developer, for itself, its successors and assigns, hereby agrees that PILOT shall then be made by the owner of the Subject Parcel in accordance with the process set out in Paragraph VI.C. below.

C. Calculations and Payment of any PILOT required under this Agreement shall be as follows:

If Assessed Value falls below the Guaranteed Value:

1. The Assessed Value of the Subject Parcel shall be subtracted from the Guaranteed Value. The difference shall be multiplied by the mil-rate for all taxing jurisdictions established for each tax year for the east side of De Pere. The product of which shall be the total PILOT, due and payable on or before October 15 of the year due.
2. If the PILOT is not fully paid by October 15 of the year in which it is due, the amount so determined under the above process shall be placed against the property as a special charge for services rendered under Wis. Stats. §66.0627(2).

VII. CITY OBLIGATIONS

City shall make to Developer a Developer's Grant in the amount of Two Hundred Eighteen Thousand Fifty and No/100 Dollars (\$218,050.00), which shall be payable to Developer at the Closing of the purchase of the Subject Parcel.

VIII. DEFAULT PROVISIONS

A. Breach and Cure. Any provision of this Agreement 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 Agreement, 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 Agreement 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.

IX. MISCELLANEOUS.

A. Obligations to run with the land. The obligations contained herein shall run with the land and are binding on all subsequent owners of the Subject Parcel as applicable. This Agreement and any Amendment thereto may be recorded with the office of the Brown County Register of Deeds.

B. Assignment. Neither party may assign this agreement except upon written consent thereof, including acknowledgement by the assignee of the obligations contained in this agreement and consent to the same.

C. 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.

D. Authority. The Parties represent that each has the power and authority to enter into this Agreement and that the person(s) signing on behalf of each party warrants that they have the authority to act as the Party's agent or agents.

D. 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 three days after the date of mailing. All other notices required under this Agreement 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 three days after the date of postmark.

1. If to Developer:

Midland Plastics, Inc.
5405 South Westridge Court
New Berlin, WI
Attn: Mark H. Hense

With a Copy to:

Davis & Kuelthau, s.c.
300 N. Corporate Drive, Suite 150
Brookfield, WI 53045
Attn: John H. Shore, Esq.

2. If to City:

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

With a copy to:

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

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

F. Entire Agreement. This agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the parties and supersede all prior discussions and agreements, whether written

or oral, between the parties and constitute 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.

MIDLAND PLASTICS, INC.
By: _____

Print Name:
Title: _____

Print Name:
Title: _____

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____
day of _____, 2017, the above
named _____ and
_____,
known as the person(s) who executed the
foregoing instrument and acknowledge
the same.

Notary Public:
My Commission expires: _____

Drafted by: Judith Schmidt-Lehman

CITY OF DE PERE
By: _____

Michael J. Walsh, Mayor

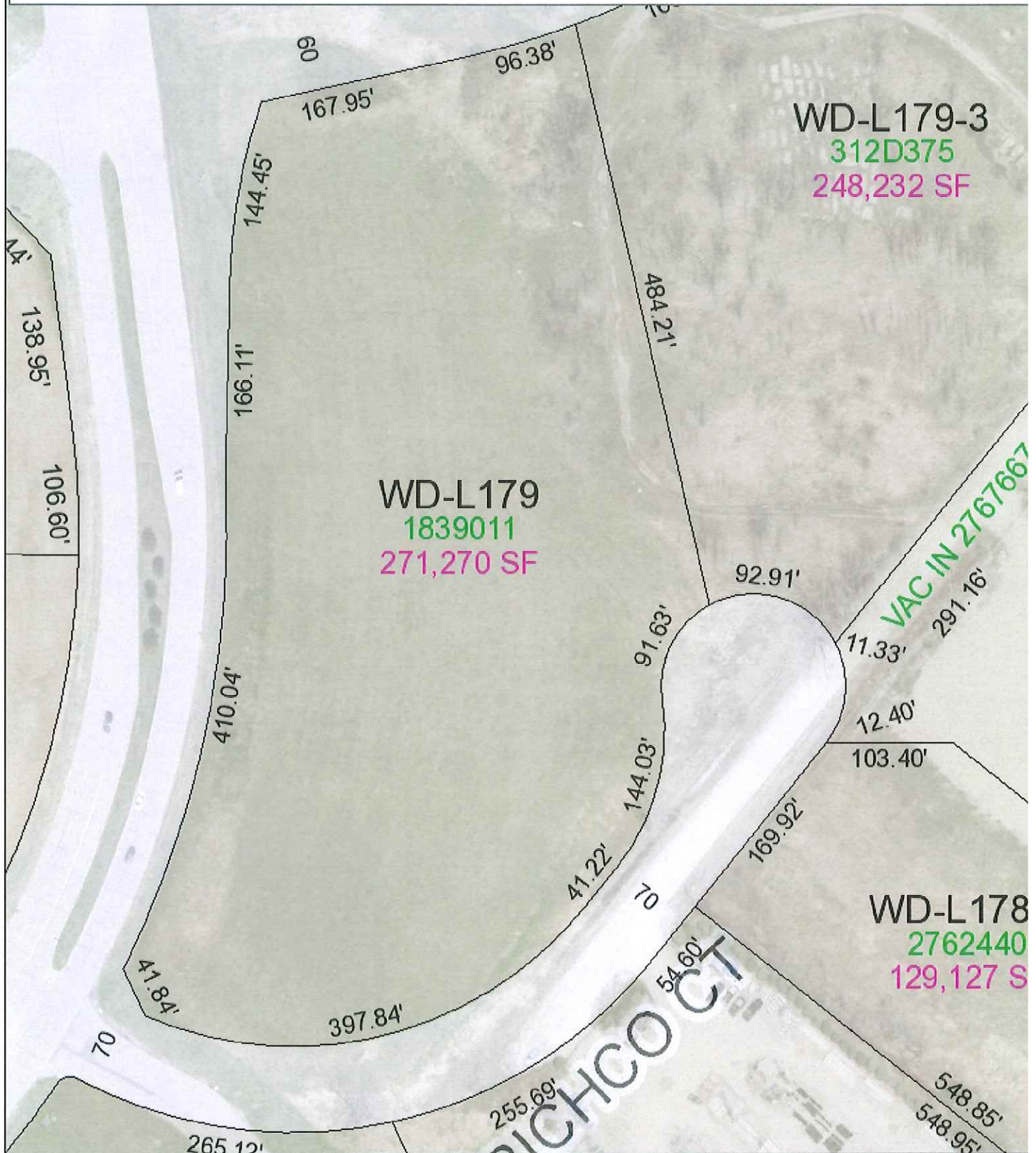
Shana D. Ledvina, City Clerk-Treasurer

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____
day of _____, 2017, the above
named Michael J. Walsh, Mayor and
Shana D. Ledvina, City Clerk-Treasurer
known as the persons who executed
the foregoing instrument and
acknowledge the same.

Notary Public:
My Commission expires: _____

<Title>



Attachment: Exhibit A-Midland Plastics (6134 : Resolution #17-78 , Authorizing Agreement with Midland Plastics, Inc.)



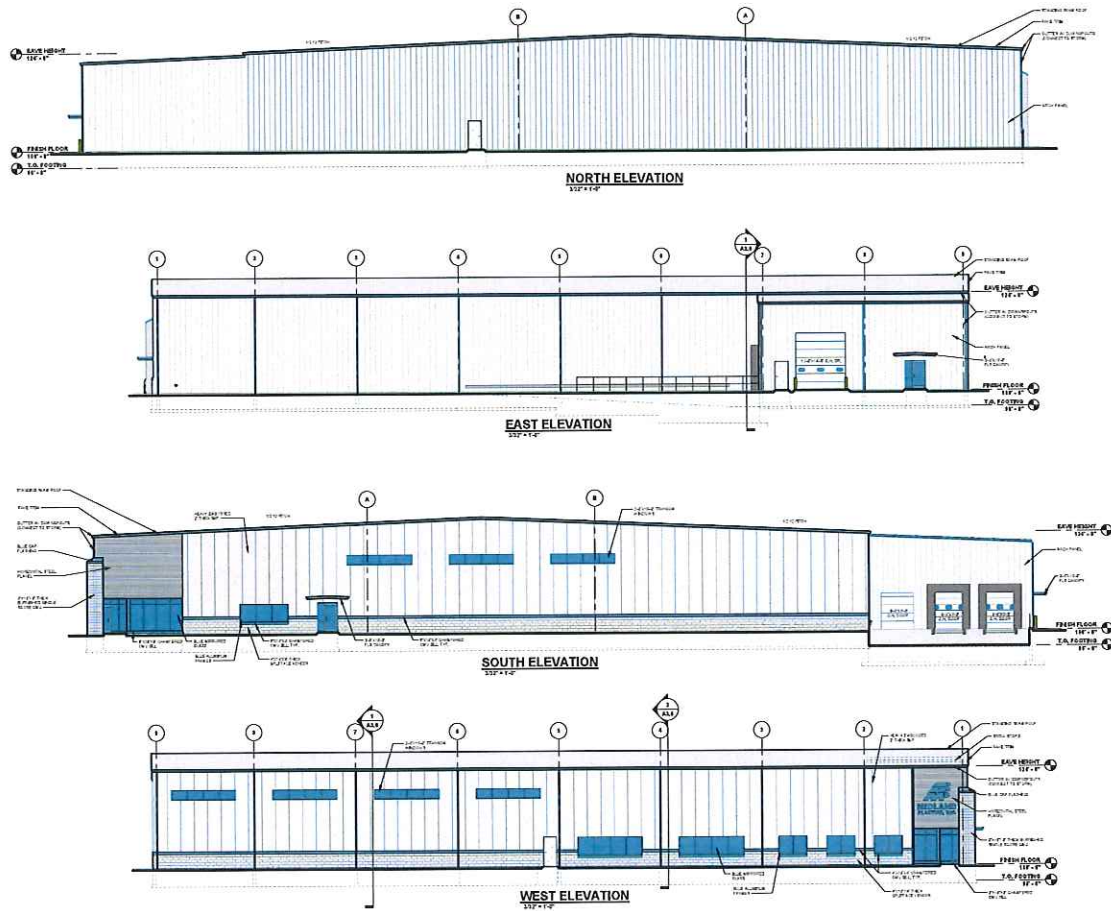
This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising this map.

Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010



09/28/2017
Scale 1:1200





PROPOSED FOR:
MIDLAND PLASTICS
DE PERE, WISCONSIN

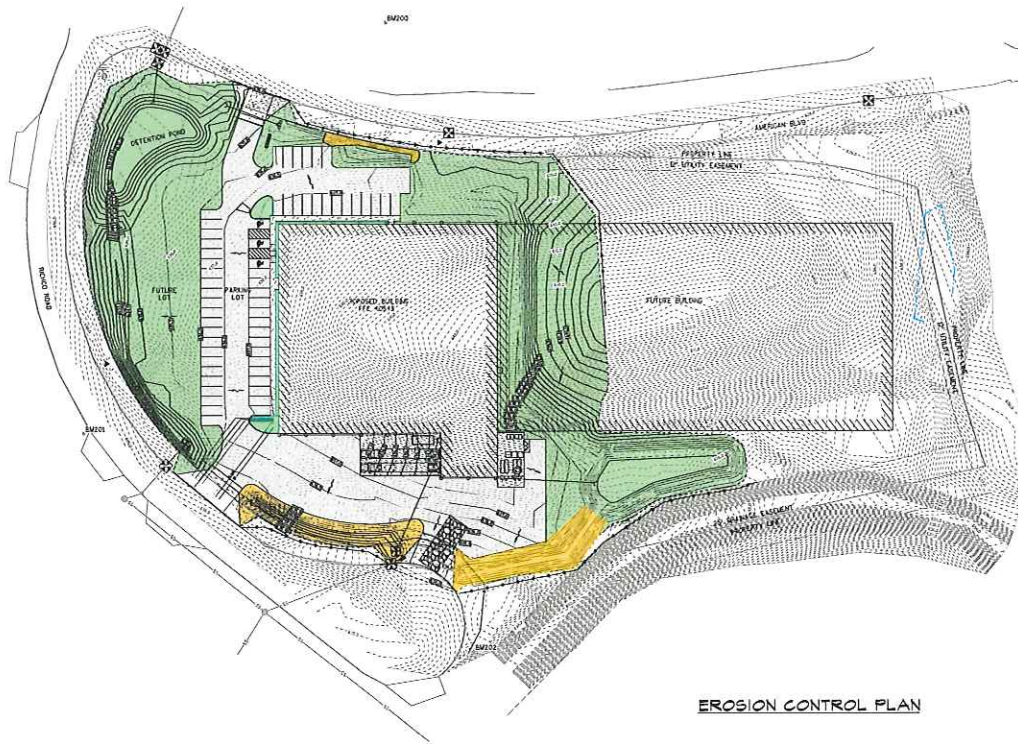
REVISIONS

NO.	DATE	BY	DESCRIPTION
R1	02.22.2017	TOP	
R2	03.24.2017	TOP	

PROJECT MANAGER: V. NIVETROM
DESIGNER: R. LEVISTROM
DRAWN BY: TOP
EXPEDITOR:
SUPERVISOR:
PRELIMINARY NO.: P17035
CONTRACT NO.:
DATE: 02.28.2017
SHEET: **A2.0**

PRELIMINARY - NOT FOR CONSTRUCTION





EROSION CONTROL PLAN

GENERAL NOTES

- COORDINATES ARE BASED ON NAD 83 (2011) AND REFERENCED AS SHOWN HEREON. ELEVATIONS ARE BASED ON NAVD 88 AND REFERENCED TO BENCHMARKS 200, 201 & 202 HYDRANT BURY BOLTS FROM THE CITY OF DE PERE. SEE BENCHMARK TABLE.
- THE CONTRACTOR SHALL NOTIFY THE LOCAL MUNICIPALITY AT LEAST 3 WORKING DAYS PRIOR TO SOIL DISTURBING ACTIVITIES.
- INSTALL ALL TEMPORARY EROSION CONTROL ELEMENTS BEFORE BEGINNING DEMOLITION/CONSTRUCTION.
- ALL ACTIVITIES SHALL BE CONDUCTED IN A LOGICAL SEQUENCE AS TO MAINTAIN THE AMOUNT OF BARE SOIL EXPOSED AT ANY ONE TIME. MAINTAIN EXISTING VEGETATION AS LONG AS POSSIBLE.
- CRUSHED ROCK DRIVES FOR TRACKING PADS UTILIZING 3'-6" CLEAR OR WASHED STONE SHALL BE MAINTAINED AT ALL CONSTRUCTION ENTRANCES TO THE SITE. THE ROCK DRIVE SHALL BE A MINIMUM OF 12 INCHES THICK AND BE A MINIMUM OF 50 FEET IN LENGTH BY THE WIDTH OF 10 FEET.
- OFF SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF A STORM EVENT SHALL BE CLEANED UP BY THE END OF THE NEXT WORK DAY. ALL OFF SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF CONSTRUCTION ACTIVITIES, INCLUDING SOIL TRACKED BY CONSTRUCTION TRAFFIC, SHALL AT MINIMUM BE CLEANED BY THE END OF EACH WORK DAY. EXCESSIVE AMOUNTS OF SEDIMENT OR OTHER DEBRIS TRACKED ONTO ADJACENT STREETS SHALL BE CLEANED IMMEDIATELY. FINE SEDIMENT ACCUMULATIONS SHALL BE CLEANED FROM ADJACENT STREETS BY THE USE OF MECHANICAL OR MANUAL SWEEPING OPERATIONS ONCE A WEEK AT A MINIMUM, BEFORE IMMINENT RAIN EVENTS, AND AS DIRECTED BY THE CITY OF DE PERE.
- DISTURBED GROUND OUTSIDE OF THE EVERYDAY CONSTRUCTION AREAS, INCLUDING SOIL STOCKPILES, THAT ARE LEFT PRACTICE FOR MORE THAN 7 DAYS SHALL BE TEMPORARILY STABILIZED BY SEEDING/MULCHING OR OTHER APPROVED METHODS.
- WASTE MATERIAL THAT IS GENERATED ON THE CONSTRUCTION SITE SHALL BE PROPERLY DISPOSED OF AND NOT ALLOWED TO RUN INTO RECEIVING WATERS.
- EROSION CONTROL DEVICES DESTROYED AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE END OF EACH WORK DAY.
- INSPECT ALL EROSION CONTROL MEASURES AT LEAST ONCE A WEEK AND AFTER ANY RAINFALL OF 0.5" OR MORE. MAKE NEEDED REPAIRS AND DOCUMENT ALL ACTIVITIES AS PER THE REQUIREMENTS OF THE NOTICE OF INTENT.
- THE CONTRACTOR SHALL PERFORM INSPECTIONS AND MONITORING OF EROSION CONTROL PRACTICES IN ACCORDANCE WITH THE WISCONSIN DNR "CONSTRUCTION SITE INSPECTION REPORT" FORM 3400-18.
- ALL TEMPORARY EROSION CONTROL ELEMENTS SHALL REMAIN IN PLACE UNTIL SOON GROWTH OF VEGETATION IS ESTABLISHED. REMOVAL OF TEMPORARY EROSION CONTROL ELEMENTS SHALL BE PART OF THE CONTRACTORS BASE BID.
- IF SEDIMENT LADEN WATER NEEDS TO BE REMOVED FROM SITE, FILTER BAGS OR SCREENING SHALL BE USED IN ACCORDANCE WITH THE W DNR TECHNICAL STANDARDS 1001 TO PREVENT THE DISCHARGE OF SEDIMENT TO THE MAXIMUM EXTENT PRACTICABLE.
- IF BARE SOIL WILL BE EXPOSED DURING THE WINTER MONTHS, STABILIZATION BY MULCHING OR ANTING POLYACRYLAMIDE SHALL OCCUR PRIOR TO SNOW OR FROZEN GROUND.
- SILT FENCE SHALL BE INSTALLED AROUND THE BASE OF ALL STOCKPILED TOPSOIL AND GRAVEL BASE.
- INLET PROTECTION SHALL BE PROVIDED ADJACENT TO THE SITE, ACROSS THE STREET FROM THE SITE, AND IN THE NEXT ALLEYS DOWNSTREAM OF THE SITE.
- THE CONTRACTOR SHALL KEEP ALL CONSTRUCTION EQUIPMENT AND MATERIAL STORAGE WITHIN THE IDENTIFIED PROJECT LIMITS.

EROSION LEGEND

- SLOPE INTERCEPT
- SURFACE WATER FLOW
- SILT FENCE
- EROSION BALE, BARRIER
- INLET PROTECTION
- TRACKING PAD
- EROSION MAT
- 6" TOPSOIL, SEED, FERTILIZER, & MULCH

EROSION CONTROL SEQUENCING

1. COMMENCE PROJECT BY INSTALLING PERMETER.
2. EROSION CONTROL SILT FENCE, INSTALLING CONSTRUCTION ENTRANCE TRACKING PAD, AND INLET PROTECTION ON ADJACENT STREETS.
3. PERFORM DEMOLITION IN ACCORDANCE WITH DEMOLITION PLAN, AND ALL STATE AND LOCAL ORDINANCES.
4. STRIP EXISTING TOPSOIL IN BUILDING FOOTPRINT AND PARKING AREAS, AND STOCKPILE ON-SITE. PLACE SILT FENCE AROUND BASE OF STOCKPILED TOPSOIL, AND EXCAVATE FOR BUILDING FOOTPRINT.
5. FOUR BUILDING FOOTINGS AND FOUNDATION.
6. BEGIN ROUGH GRADING AND UTILITY INSTALLATION.
7. INSTALL INLET PROTECTION ON IDENTIFIED CATCHMENTS IMMEDIATELY AFTER INSTALLING MANHOLE/CATCHBASIN.
8. DURING GRADING ACTIVITIES, EXISTING GRASS AND VEGETATION SHALL REMAIN IN PLACE AS LONG AS POSSIBLE TO AVOID SEDIMENT TRANSPORT.
9. ALL DISTURBED AREAS THAT ARE NOT ACTIVELY WORKED FOR 30 OR MORE DAYS SHALL BE TEMPORARILY STABILIZED. PERMANENT STABILIZATION SHALL BE INSTALLED WITHIN 7 DAYS OF ACHIEVING FINISHED GRADE.
10. FINALIZE SITE GRADING, SPREAD TOPSOIL, AND SEED GENERAL LAWN AREAS DISTURBED BY CONSTRUCTION.
11. PREPARE PAVEMENT SUBGRADE AND BASE. PAVE PARKING LOT AS SOON AS POSSIBLE TO MINIMIZE SEDIMENT DEPOSITION.
12. ONCE CONSTRUCTION IS COMPLETE, GRASS IS ESTABLISHED, AND SITE IS STABILIZED, REMOVE TEMPORARY EROSION CONTROL DEVICES AND SUBMIT NOTE OF TERMINATION TO DNR.

BENCHMARK TABLE		
POINT #	DESCRIPTION	ELEVATION
200	BM BURY BOLT	637.82
201	BM BURY BOLT	637.26
202	BM BURY BOLT	637.04



0 40' 80'

BECHER HOPPE

330 Fourth Street • PO Box 8000
Wausau, WI • 54402-8000
715.845.8000 • Fax 715.845.8008
becherhoppe.com



REGISTERED
PROFESSIONAL ENGINEER
No. 100,000
State of Wisconsin
Exp. 12/31/2025
Keller Engineering, Inc.
1400 S. KILBURN AVE.
SUITE 200
MILWAUKEE, WI 53204
TEL: 414.381.1000
WWW.KELLERENGINEERING.COM

REGISTERED
PROFESSIONAL ARCHITECT
No. 100,000
State of Wisconsin
Exp. 12/31/2025
Keller Architecture, Inc.
1400 S. KILBURN AVE.
SUITE 200
MILWAUKEE, WI 53204
TEL: 414.381.1000
WWW.KELLERARCHITECTURE.COM

www.kellerhubb.com

PROPOSED NEW FACILITY FOR:

MIDLAND PLASTICS

WISCONSIN
PROJECT NUMBER: 15-012345
DESIGNER: G. ORNDORF
DRAWN BY: J. DOE
EXPIRATION: A. GORE
SUPERVISOR: K. LILL
PRELIMINARY NO.:
CONTRACT NO.: 88 W
DATE: SEPTEMBER 2015
SHEET: C4.0

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REVISIONS
1. 09/15/15
2. 09/15/15
3. 09/15/15
4. 09/15/15
5. 09/15/15
6. 09/15/15
7. 09/15/15
8. 09/15/15
9. 09/15/15
10. 09/15/15

PROJECT MANAGER: V. WISNIO
DESIGNER: G. ORNDORF
DRAWN BY: J. DOE
EXPIRATION: A. GORE
SUPERVISOR: K. LILL
PRELIMINARY NO.:
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SHEET: C4.0

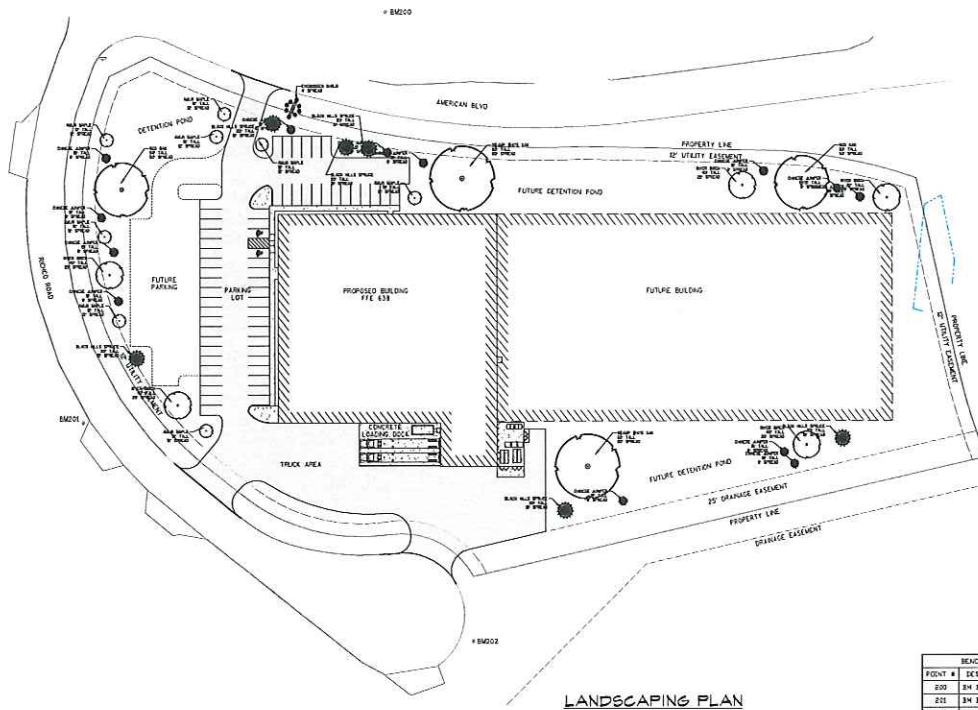
DATE: SEPTEMBER 2015
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DATE: SEPTEMBER 2015
SHEET: C4.0

DATE: SEPTEMBER 2015
SHEET: C4.0

DATE: SEPTEMBER 2015
SHEET: C4.0



LANDSCAPING PLAN

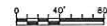
BENCHMARK TABLE		
POINT	DESCRIPTION	ELEVATION
200	3/4 BURY BOLT	637.82
201	3/4 BURY BOLT	637.26
202	3/4 BURY BOLT	637.04

PAVEMENT SYMBOLS

ASPHALT PAVEMENT
(SEE DETAIL 2/C6.01)

6" CONCRETE PAVEMENT
REINFORCED WITH 6X6 #6
WELDED WIRE MESH WITH
BROOM FINISH

LEGEND	
4" CONC. DRIVE	4" CONC. DRIVE
4" CONC. DRIVE	4" CONC. DRIVE
4" CONC. DRIVE	4" CONC. DRIVE
4" CONC. DRIVE	4" CONC. DRIVE
4" CONC. DRIVE	4" CONC. DRIVE
4" CONC. DRIVE	4" CONC. DRIVE
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4" CONC. DRIVE	4" CONC. DRIVE
4" CONC. DRIVE	4" CONC. DRIVE
4" CONC. DRIVE	4" CONC. DRIVE



BECHER HOPPE

330 Fourth Street • PO Box 8000
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PRELIMINARY



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DESIGNER: E. GRANDTOW
DRAWN BY: H. O.
SUPERVISOR: A. SCH
PRELIMINARY NO.:
CONTRACT NO.: 89N
DATE: SEPTEMBER 20
SHEET: C7.0

CITY OF DE PERE

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



September 28, 2017

Chad Grundeman
330 N 4th ST
Wausau, WI 54403-5417

RE: Site Plan Review for a new building and parking lot for Midland Plastics Inc. at the 1400 BLK of Richco Court (Parcel WD-L179)

Dear Mr. Grundeman:

Thank you for the site plan application for Midland Plastics, Inc., located at the 1400 BLK of Richco Court. The City of De Pere Plan Commission reviewed the **Site Plan** application on September 25, 2017 and recommended conditional approval, subject to compliance with the comments outlined on the attachment.

Please prepare a site plan resubmittal that addresses the attached conditions. The resubmittal should be sent to myself and must include digital PDF files of all drawings, one full size set, and one 11x17 set.

The final site plan will not be formally approved, and no permits will be issued, until all of the conditions have been satisfied and the City has issued a final site plan approval memo. Approval by Common Council is not required for this site plan.

Should you have any questions regarding the decision or require further information, contact me at 339-4043 or pschleinz@mail.de-pere.org.

Sincerely,

A handwritten signature in black ink, reading "Peter Schleinz". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Peter Schleinz
City Planner

cc: Kimberly Flom, RLA/AICP, Economic Development & Planning Director
David Hongisto, Chief Building Inspector
Dennis Jensen, Building Inspector

Attachment: Exhibit B-Midland Plastics (6134 : Resolution #17-78 , Authorizing Agreement with Midland Plastics, Inc.)

ATTACHMENT: Plan Commission Comments and Conditions of Approval

Engineering:

1. Sheet C1.0: List location of project development by street address.
2. Sheet C1.0: List name and mailing address of developer / owner.
3. Sheets C2.0-5.0: What is the hatched rectangle off of American Boulevard near the northern driveway approach? Exterior Sign? It is located in the right-of-way which wouldn't be permitted.
4. Provide an exterior lighting plan including a photometric plan.
5. Sheet C5.0: Need to include a note that an excavation permit will need to be purchased through City of De Pere Public Works to for all work in the City right-of-way. Please contact 920-339-4061 for permit.
6. If water meter size is greater than 1", one month advance notice will be required so the Water Department can order the meter.
7. Since the water service size is greater than 4-inch diameter, additional testing will be required (i.e. pressure, safe sample).
8. Sheet C5.0: Please provide size, material, and length for all sewer laterals on the property. Information is only provided for the first 16' of the storm sewer lateral.
9. Pursuant to Municipal Code section 22-15(c)(1), all driveway approaches in the right-of-way are required to be concrete. A sidewalk section will also be required through the approach.
10. Please provide dimensions of all driveway approaches.
11. Sheet C2.0: General note #2 should list sheet C4.0 not XX.X
12. Sheet C2.0: Based of the proposed parking stall count (not including the future lot) 3 accessible parking stalls will be required, one of which must be van accessible. If the future parking lot is considered, more stalls may be required.
13. Existing water main on Richco Road is incorrectly noted as 6-inch. The water main is 12-inch PVC.
14. While the dry detention pond is warranted at the intersection of Richco and American Boulevard, the second pond on the south side of the site off Richco Road can be eliminated. The City will waive the requirement to catch the site runoff since there is already a ditch and drainage easement.

Fire:

1. Contact the fire chief for site plan comments prior to obtaining permits.

Forestry:

1. Provide a landscaping plan plant list on the plan or detail page.
2. Provide a landscaping plan installation timeline.

Planning:

1. Architectural paneling needs to be recommended approvable by the Plan Commission in order for all exterior materials to be approvable.
2. The site plan three dimensional rendering and the resubmitted two dimensional architectural building plan elevations do not match.
3. Add a note to the site plan that clearly states that the north end of the building needs to be finished with CMU and insulated architectural paneling, in a style similar to the south and west sides of the building if an expansion does not occur within 5 years of any Plan Commission approval

ADDITIONAL APPROVALS/REQUIREMENTS MADE BY PLAN COMMISSION DURING MEETING:

- The use of architectural paneling on the building is approved by Plan Commission.
- The metal façade on the north façade of the building must be replaced with the Plan Commission approved architectural paneling in order to eliminate Planning Staff Condition #3.
- Increase the height of the CMU masonry on the south and west walls to the height of the top of the doors and windows.
- The area of landscaping between the walkway and the building should be expanded from approximately 3 feet wide to 5 feet wide and vegetated. The present plan does not call out any plants in the area.

-end-

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 3, 2017

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #17-79, Authorizing Agreement for Consultant Services Between the City of De Pere and Vogels Buckman Appraisal Group Inc. (Right-of-Way Acquisition Main Avenue-Lawrence Drive Roundabout).

ATTACHMENTS:

- Reso17-79 (DOCX)
- Consultant Agreement-VogelsBuckman Appraisals (PDF)
- Exhibit A-Vogels Buckman Consultant Agreement (PDF)
- Mayor CC- Vogels Buckman Appraisal Agreement (PDF)

RESOLUTION #17-79

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND VOGELS BUCKMAN APPRAISAL GROUP, INC.
(Right-of-Way Acquisition Main Avenue-Lawrence Drive Roundabout)

WHEREAS, the City is in need of real estate appraisal services for right –of-way acquisition in connection with the Main avenue and Lawrence Drive round-about construction project; and

WHEREAS, Consultant has available and offers to provide personnel and professional assistance necessary to accomplish the work within the required timeframe.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Vogels Buckman Appraisal, Inc., as is attached hereto.

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 3rd day of October, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND VOGELS BUCKMAN APPRAISAL GROUP, INC.
(Real Estate Appraisals Main Ave. and Lawrence Dr. Round-about Construction)**

THIS AGREEMENT made and entered into this ____ day of _____, 2017, by and between the City of De Pere, a Wisconsin municipal corporation (“City”), and Vogels Buckman Appraisal Group, Inc., a Wisconsin corporation (“Consultant”).

WITNESSETH

WHEREAS, City is in need of real estate appraisal services for right –of-way acquisition in connection with the Main avenue and Lawrence Drive round-about construction project; and

WHEREAS, Consultant has available and offers to provide personnel and professional assistance necessary to accomplish the work within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals (Exhibit A) which is attached hereto and incorporated by reference. If a conflict exists between Exhibit A and the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant such data and information as it may have and is requested by Consultant.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that all work, including providing the full narrative appraisals to City on or before November 30, 2017. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The compensation to be paid to Consultant shall not exceed \$7,000.00, which represents the cost of \$2500 for the appraisal for parcel #2, and \$1,500 each for parcel #s 1, 3 and 4. Payment to the Consultant is due within 30 days after receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

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

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

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

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

XVIII. TERMINATION OF WORK

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

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

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

City Clerk-Treasurer
Attn: Shana D. Ledvina
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

Vogels Buckman Appraisal Group, Inc.
Attn:
2005 S. Webster Ave.
Green Bay, WI 54301

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

VOGELS BUCKMAN APPRAISAL
GROUP, INC.

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Shana D. Ledvina, Clerk-Treasurer

**Request for Proposals For
Main Avenue/Lawrence Drive
Right of Way Acquisition Appraisal Services**

The City of De Pere would like to invite your firm to submit a proposal for appraisal services for right of way acquisition along Lawrence Drive.

GENERAL INFORMATION:

The City of De Pere is proposing to construct a roundabout at the intersection of Main Avenue and Lawrence Drive. In order to construct this traffic improvement, right-of-way acquisition is required from four (4) different parcels; specifically: WD-VA-454, WD-708-X-1-2, WD-D0203 and WD-D0200-3.

Your proposal (electronic submittal acceptable) must be submitted by September 1, 2017 at 1:00 PM to:

Judith Schmidt-Lehman
City Attorney
335 South Broadway Street
De Pere, Wisconsin 54115
jschmidt-lehman@mail.de-pere.org.

SCOPE OF WORK TO BE PERFORMED:

The scope of work includes:

1. Providing full narrative appraisals for acquisition of right-of-way from the four (4) parcels identified in the attached Transportation Plat and legal descriptions.
2. Meet with the City to review the appraisals.
3. Delivery Services listed below.

The scope of work shall be completed to conform to the requirements of Wisconsin Statute §32.05(a) and (b).

SCHEDULING:

The proposals are to be reviewed at 1:00 PM on September 1, 2017.

The Board of Public Works will review and recommend approval of a proposal at its September 11, 2017 meeting. The City will approve the Consultant Agreement for the work with the selected proposer at the Common Council meeting on September 19, 2017.

Appraisals for the property are to be completed by October 25, 2017.

INSURANCE:

Your company shall keep and maintain general liability insurance covering claims for damages arising because of injury to or destruction of tangible property including loss of use resulting therefrom, and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable. Additionally, the City shall be named as an additional insured under such policy for purposes of the Consultant Agreement work. Additional insurance requirements are outlined in the Sample Consultant Agreement enclosed.

FEE:

The proposed fee schedule shall be submitted.

DELIVERY:

The selected firm will:

1. Contact the property owner to schedule a time for a site visit.
2. Confer with property owner if reasonably possible.
3. Present the City with appraisals for the properties.

ADDITIONAL INFORMATION:

A sample Consultant Agreement is attached.

INVOICING:

Invoices will be accepted monthly and should include a breakdown of charges.

ITEMS TO BE PROVIDED BY THE CITY:

The following items will be provided by the City:

1. Legal descriptions and the amount of area to be acquired.
2. Advance notifications of Appraiser contact to the property owners.
3. Negotiations with the property owners.

LEGAL DESCRIPTION

Parcel 1 of Transportation Project Plat 18-04-4.01, recorded as Document No. 2796491 and recorded in Brown County, Wisconsin.

Property interests and rights of said Parcel 1 consist of:

Fee

Construction Permit

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Tax ID: WD-VA-454

LEGAL DESCRIPTION

Parcel 2 of Transportation Project Plat 18-04-4.01, recorded as Document No. 2796491 and recorded in Brown County, Wisconsin.

Property interests and rights of said Parcel 2 consist of:

Fee

Construction Permit

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Tax ID: WD-708-X-1-2

Project I.D. 18-04

08/16/2017
Page 1 of 1

Parcel 2

LEGAL DESCRIPTION

Parcel 3 of Transportation Project Plat 18-04-4.01, recorded as Document No. 2796491 and recorded in Brown County, Wisconsin.

Property interests and rights of said Parcel 3 consist of:

Fee

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Tax ID: WD-D0203

Project I.D. 18-04

08/16/2017
Page 1 of 1

Parcel 3

LEGAL DESCRIPTION

Parcel 4 of Transportation Project Plat 18-04-4.01, recorded as Document No. 2796491 and recorded in Brown County, Wisconsin.

Property interests and rights of said Parcel 4 consist of:

Fee

Construction Permit

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Tax ID: WD-D0203-3

CITY OF DE PERE ENGINEERING DIVISION

TRANSPORTATION PROJECT PLAT TITLE SHEET

PROJECT 18-04

MAIN AND LAWRENCE ROUNDABOUT

MAIN AVE (CTH G)

BROWN COUNTY



4

CONVENTIONAL SYMBOLS

SECTION LINE	SECTION	R/W MONUMENT (TO BE SET)
QUARTER LINE	CORNER	NON-MONUMENTED R/W POINT
SIXTEENTH LINE	NOTATION FOR COMBUSTIBLE FLUIDS	FOUND IRON PIN (1" UNLESS NOTED)
NEW REFERENCE LINE	NOTATION FOR HIGH VOLTAGE TRANSMISSION LINES	VALVE (GAS, WATER, ETC.)
NEW R/W LINE		SIGN
EXISTING R/W LINE		OFF-PREMISE SIGN
PROPERTY LINE		
LOT, TIE & OTHER CORNER MONUMENTS		
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC.)	ELECTRIC POLE	COMPENSABLE
FEE ACQUISITION AREA (HATCHING VARIES BY OWNER)	TELEPHONE POLE	NON-COMPENSABLE
TEMPORARY LIMITED EASEMENT	PEDESTAL (LABEL TYPE) (TV, TEL, ELEC, ETC.)	
EASEMENT AREA (HIGHWAY, PERMANENT LIMITED, OR RESTRICTED DEVELOPMENT)	ACCESS CONTROLLED BY ACQUISITION	
TRANSMISSION STRUCTURES	NO ACCESS (BY STATUTORY AUTHORITY)	
BUILDING	ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)	
NATIONAL GEODETIC SURVEY MONUMENT	NO ACCESS (NEW HIGHWAY)	
	BRIDGE	PARCEL NUMBER
		UTILITY NUMBER

CONVENTIONAL ABBREVIATIONS

ACCESS RIGHTS	AR	POINT OF COMPOUND CURVE	PCC
ACRES	AC	POINT OF INTERSECTION	PI
AHEAD	AH	PROPERTY LINE	PL
ALUMINUM	ALUM	RECORDED AS	(100')
AND OTHERS	ET AL	REFERENCE LINE	R/L
BACK	BK	REMAINING	REM
BLOCK	BLK	RIGHT	RT
CENTERLINE	C/L	RIGHT OF WAY	R/W
CERTIFIED SURVEY MAP	CSM	SECTION	SEC
CONCRETE	CONC	SEPTIC VENT	SEPV
COUNTY	CO	SQUARE FEET	SF
COUNTY TRUNK HIGHWAY	CTH	STATE TRUNK HIGHWAY	STH
DISTANCE	DIST	STATION	STA
CORNER	COR	SUBDIVISION	SUBD
DOCUMENT NUMBER	DOC	TANGENT	TAN
EASEMENT	EASE	TELEPHONE PEDESTAL	TP
EXISTING	EX	TEMPORARY LIMITED	TLE
GAS VALVE	GV	EASEMENT	
GRID NORTH	GN	TRANSPORTATION PROJECT	TPP
HIGHWAY EASEMENT	HE	PLAT	
IDENTIFICATION	ID	UNITED STATES HIGHWAY	USH
LAND CONTRACT	LC	VOLUME	V
LEFT	LT		
MONUMENT	MON		
NATIONAL GEODETIC SURVEY	NCS		
NUMBER	NO		
OUTLOT	OL		
PAGE	P		
POINT OF TANGENCY	PT		
PERMANENT LIMITED EASEMENT	PLE		
POINT OF BEGINNING	POB		
POINT OF CURVATURE	PC		

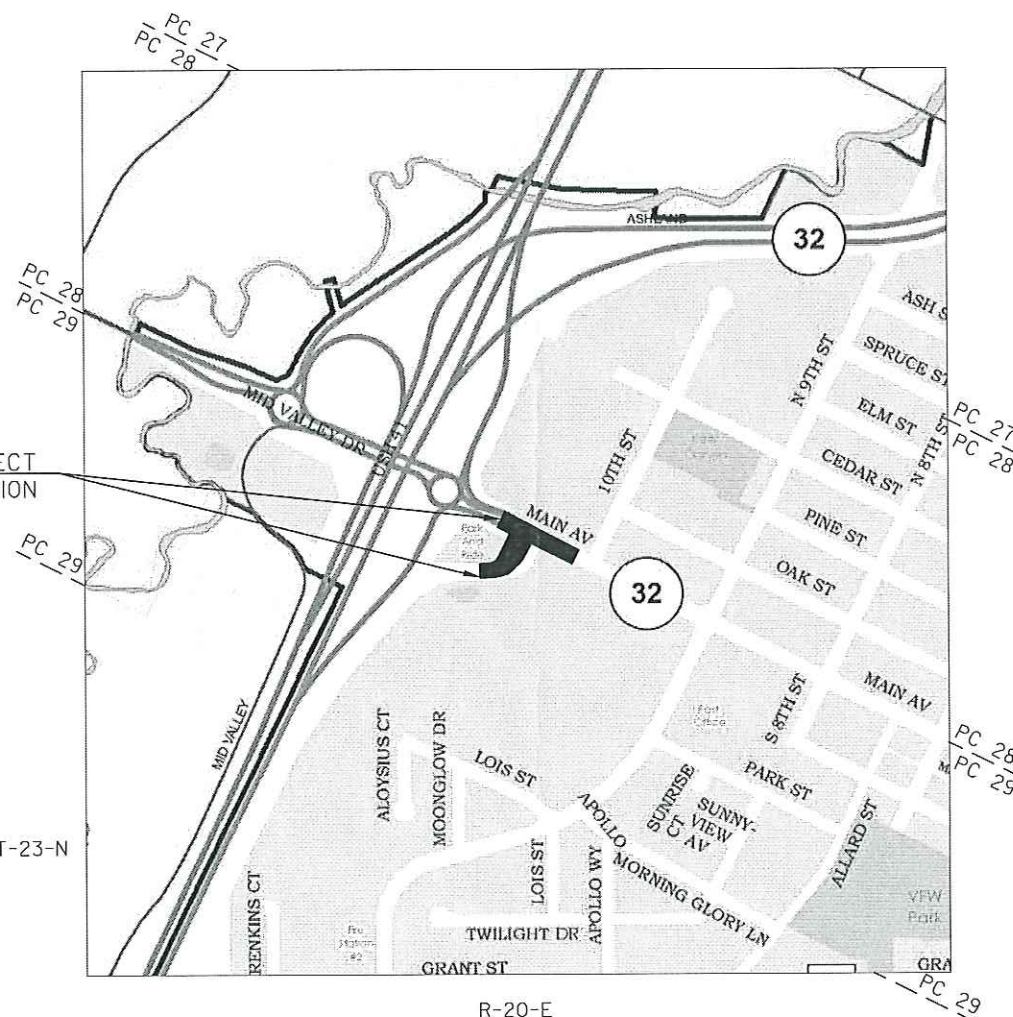
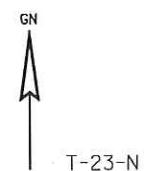
CURVE DATA

LONG CHORD	LC
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
CENTRAL ANGLE OR DELTA	Δ
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB

CONVENTIONAL UTILITY SYMBOLS

WATER	—W—
GAS	—G—
TELEPHONE	—T—
OVERHEAD	—OH—
TRANSMISSION LINES	—
ELECTRIC	—E—
CABLE TELEVISION	—TV—
FIBER OPTIC	—FO—
SANITARY SEWER	—SAN—
STORM SEWER	—SS—

PROJECT LOCATION



LAYOUT
SCALE 0 500 FT

THE NOTES, CONVENTIONAL SIGNS, AND ABBREVIATIONS ARE ASSOCIATED WITH EACH TRANSPORTATION PROJECT PLAT FOR PROJECT 18-04

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), BROWN COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 1" X 24" IRON PIPES, UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

ALL RIGHT-OF-WAY LINES DEPICTED IN THE NON-ACQUISITION AREAS ARE INTENDED TO RE-ESTABLISH EXISTING RIGHT-OF-WAY LINES AS DETERMINED FROM PREVIOUS PROJECTS, OTHER RECORDED DOCUMENTS, OR FROM CENTERLINE OF EXISTING PAVEMENTS.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLEs) ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

A PERMANENT LIMITED EASEMENT (PLE) IS A RIGHT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE, BUT WITHOUT PREJUDICE TO THE OWNER'S RIGHTS TO MAKE OR CONSTRUCT IMPROVEMENTS ON SAID LANDS OR TO FLATTEN THE SLOPES, PROVIDING SAID ACTIVITIES WILL NOT IMPAIR OR OTHERWISE ADVERSELY AFFECT THE HIGHWAY FACILITIES.

A HIGHWAY EASEMENT (HE) IS AN EASEMENT FOR HIGHWAY PURPOSES, AS LONG AS SO USED, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE.

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

FOR THE LATEST ACCESS/DRIVEWAY INFORMATION, CONTACT THE PLANNING UNIT OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION OFFICE IN GREEN BAY.

PARCEL IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE SCHEDULE OF LANDS & INTERESTS REQUIRED.

EXISTING ACCESS CONTROL ALONG CTH G/MAIN AVE HAS BEEN ESTABLISHED FROM PROJECT 1133-03-07 AND 1133-06-24.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS: WISDOT TRANSPORTATION PROJECT PLATS 1133-06-24, 1133-03-07, CSM 2809 AND CSM 6320.

RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 18-04- 4.01
SHEET 2 OF 2
AMENDMENT NO:

TRANSPORTATION PROJECT PLAT NO: 18-04-4.01

THAT PART OF LOT 2, CSM 2809, VOL. 14, PAGE 61; LOT 1, CSM 6320, VOL. 42, PAGE 72; LOT 37, PLAT OF LAWTON FARMS; AND PARCEL D, ASSESSOR'S SUBDIVISION OF 1925 OF LOT 103, ASSESSOR'S SUBDIVISION OF LANDS IN THE CITY OF NICOLET, NOW THE CITY OF DEPERE, WEST SIDE OF THE FOX RIVER: ALL LOCATED IN THE CITY OF DEPERE, BROWN COUNTY, WISCONSIN.

RELOCATION ORDER MAIN AVENUE (CTH G), MAIN AND LAWRENCE ROUNDABOUT, BROWN COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF DEPERE DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF DEPERE HEREBY ORDERS THAT:
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF DEPERE FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF DEPERE, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WICRS). BROWN COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER SURVEYS OF PUBLIC RECORDS.

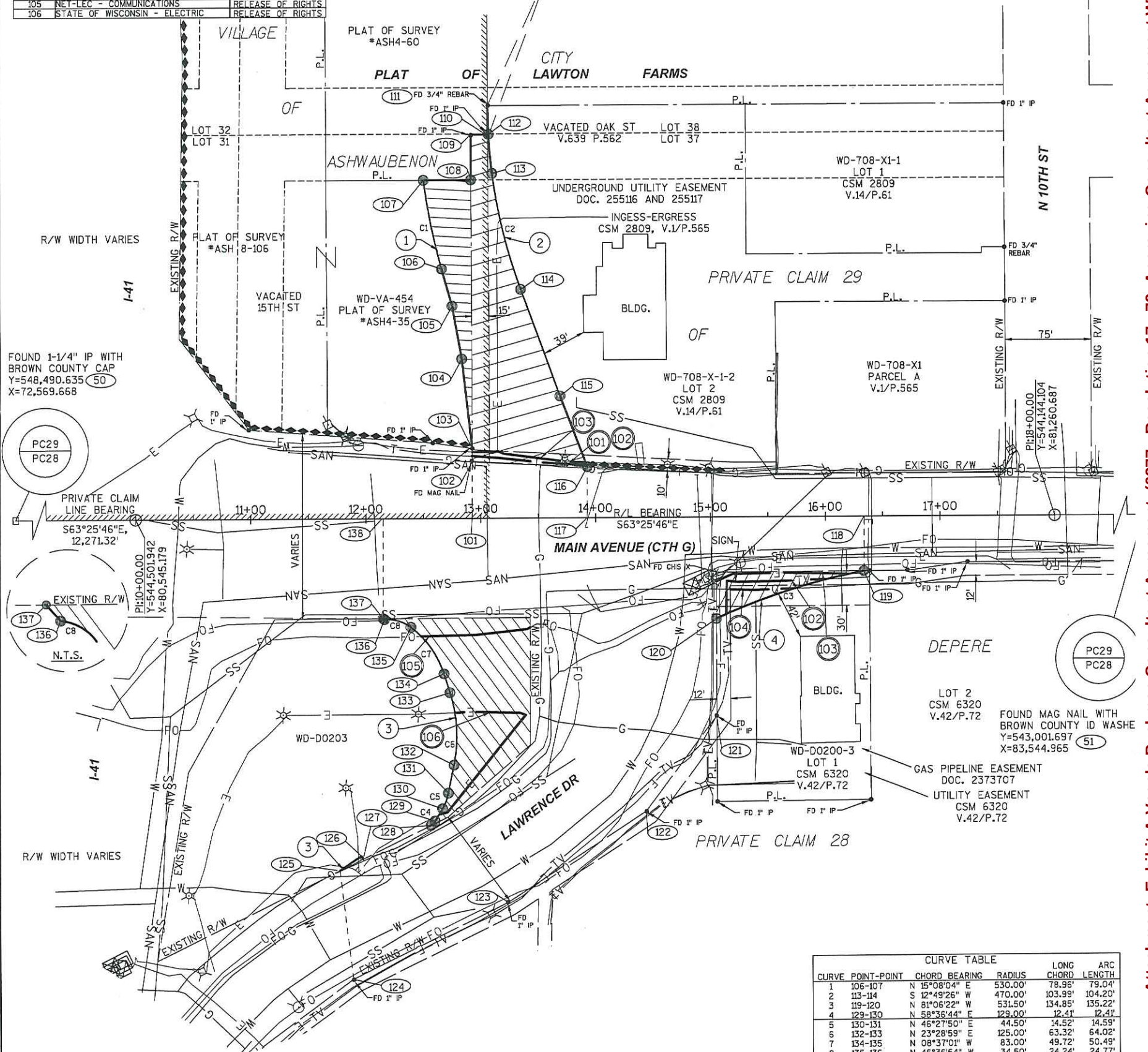
FOR CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE WISCONSIN DEPARTMENT OF TRANSPORTATION REGION OFFICE IN GREEN BAY.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE:
WISCONSIN TRANSPORTATION PLAT 1133-06-24, 1133-03-07, CSM 2809, AND CSM 632.

SCHEDULE OF LANDS & INTERESTS REQUIRED						
PARCEL NUMBER	OWNER (S)	INTEREST REQUIRED	FEE R/W SQ FT. REQUIRED			CONSTRUCTION PERMIT REQ'D
			NEW	EXISTING	TOTAL	
1	GB MAIN, LLC	FEF	4,322	---	4,322	YES
2	McDONALD'S CORPORATION	FEF	14,266	---	14,266	YES
3	STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION	FEE	10,781	---	10,781	---
4	MAIN STREET OF PERE, LLC, ET AL	FEF	2,226	---	2,226	YES

NOTE: OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES AND ARE SUBJECT TO CHANGE PRIOR TO TRANSFER OF LAND INTERESTS TO THE CITY OF DEPERE

SCHEDULE OF UTILITY INTEREST		
UTILITY NUMBER	OWNER	INTEREST REQUIRED
101	AT&T - TELEPHONE	RELEASE OF RIGHTS
102	CHARTER - COMMUNICATIONS	RELEASE OF RIGHTS
103	WISCONSIN PUBLIC SERVICE - ELECTRIC	RELEASE OF RIGHTS
104	WISCONSIN PUBLIC SERVICE - GAS	RELEASE OF RIGHTS
105	NET-LEC - COMMUNICATIONS	RELEASE OF RIGHTS
106	STATE OF WISCONSIN - ELECTRIC	RELEASE OF RIGHTS



CURVE TABLE				LONG	ARC
CURVE	POINT-POINT	CHORD BEARING	RADIUS	CHORD	LENGTH
1	106-107	N 15°08'04" E	530.00'	78.96'	79.04'
2	113-114	S 12°49'26" W	470.00'	103.89'	104.20'
3	119-120	N 81°06'22" W	531.50'	134.95'	135.22'
4	129-130	N 58°36'44" E	123.00'	32.41'	32.41'
5	130-131	N 46°27'50" E	44.50'	14.52'	14.59'
6	132-133	N 23°31'59" E	125.00'	63.32'	64.02'
7	134-135	N 08°37'01" W	83.00'	49.72'	50.49'
8	135-136	N 46°36'54" W	34.50'	24.24'	24.77'

R/W COURSE TABLE			
POINT-POINT	BEARING		DISTANCE
50 - 138	S	63°28'46"E	9.132,35'
138 - 102	S	63°28'46"E	7.61'
101 - 102	N	25°34'14"E	49.09'
102 - 103	N	26°25'25"E	11.27'
103 - 104	N	19°51'34"E	78.83'
104 - 105	N	16°34'22"E	46.82'
105 - 106	N	10°51'58"E	33.60'
106 - 107	SEE CURVE 1		---
107 - 108	S	63°28'19"E	41.28'
108 - 109	N	25°22'22"E	19.41'
109 - 110	S	63°28'19"E	35.00'
110 - 111	N	25°22'22"E	25.00'
111 - 112	S	25°08'17"E	25.01'
112 - 113	S	21°21'51"E	33.99'
113 - 114	SEE CURVE 2		---
114 - 115	S	06°28'20"W	39.93'
115 - 116	S	05°19'59"W	66.44'
116 - 117	S	23°34'14"E	43.94'
117 - 118	S	63°25'46"E	24.07'
118 - 119	S	26°34'14"W	47.64'

R/W COURSE TABLE			
POINT-POINT	BEARING		DISTANCE
119 - 120	SEE CURVE 3		---
120 - 121	S 26°24'25" W		84.48'
121 - 122	S 63°14'39" W		103.33'
122 - 123	S 83°32'41" W		143.84'
123 - 124	N 89°30'25" W		150.08'
124 - 125	N 19°41'43" E		95.35'
125 - 126	N 82°14'58" E		22.50'
126 - 127	S 02°38'37" E		3.23'
127 - 128	N 89°33'23" E		65.15'
128 - 129	N 69°35'58" E		5.11'
129 - 130	SEE CURVE 4		---
130 - 131	SEE CURVE 5		---
131 - 132	N 38°10'26" E		24.85'
132 - 133	SEE CURVE 6		63.32'
133 - 134	N 08°48'39" E		16.79'
134 - 135	SEE CURVE 7		---
135 - 136	SEE CURVE 8		---
136 - 137	N 28°46'39" W		1.25'
137 - 138	N 26°34'14" E		86.93'

R/W POINT	STATION	OFFSET
101	12+92.65	0.00'
102	12+92.65	49.09'
103	12+92.62	60.36'
104	12+83.41	138.68'
105	12+75.29	184.77'
106	12+66.48	217.12'
107	12+50.52	250.00'
108	12+91.81	294.54'
109	12+91.67	333.95'
110	13+06.67	333.96'
111	13+06.59	358.96'
112	13+07.21	333.96'
113	13+10.30	300.01'
114	13+35.01	195.10'
115	13+39.07	106.00'
116	13+92.80	43.94'
117	13+92.80	0.00'
118	16+33.87	0.00'
119	16+33.87	47.64'
120	15+05.38	88.58'

R/W	POINT	STATION	POINT AND OFFSETS
121		15+05.62	173.06'
122		14+43.92	255.92'
123		13+23.32	334.32'
124		11+88.52	400.29'
125		11+77.10	395.62'
126		11+55.68	292.98'
127		11+97.26	295.76'
128		12+56.40	266.82'
129		12+59.93	263.03'
130		12+66.52	252.51'
131		12+71.46	238.86'
132		12+76.46	214.51'
133		12+73.05	151.29'
134		12+67.93	135.29'
135		12+39.28	94.66'
136		12+16.07	87.65'
137		12+15.04	86.93'
138		12+15.04	0.00'



J ENGINEERING, INC
Consultant Services

I, CAROLYN J. SAMPSON, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF DEPERE, I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE: _____
 PRINT NAME: CAROLYN J. SAMPSON
 REGISTRATION NUMBER: S-3045
 THIS PLAT AND RELOCATION ORDER ARE APPROVED
 FOR THE CITY OF DEPERE

SIGNATURE: _____ DATE: _____
 PRINT NAME: _____

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Consultant Agreement with Vogels Buckman Appraisal Group, Inc.
Date: October 3, 2017

On August 15, 2017, the Council adopted Resolution 17-63, which approved acquiring right-of-way from four parcels in order to improve the intersection of Main Avenue and Lawrence Drive with a round-about. The first step in property acquisition is to obtain appraisals of the property needed for right of way.

The law department sent out a Request for Proposals (RFP) for appraisal services on August 21, 2017. Unfortunately, we received no responses by the September 1, 2017 deadline. I reached out to two of appraisal companies sent the RFP to identify any concerns. Vogels Buckman Appraisal Group, Inc. ("Vogels Buckman") responded they were interested in the project but too busy to meet the delivery deadline in the RFP. The other firm indicated they had too many existing commitments to perform the work.

Vogels Buckman has provided a verbal quote of \$7000 for all four appraisals with a delivery deadline of November 30, 2017. Obtaining the appraisals is integral to getting the acquisition process started. We can still meet our projected timelines with receiving the appraisals by the end of November, however any additional delay could, depending on how acquisition progresses, tighten the schedule uncomfortably. We therefore, with City Administrator Delo's approval, are bypassing the Board of Public Works and recommending that the Council accept the quote of Vogels Buckman.

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

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

MEETING DATE: October 3, 2017
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 10-3-17 VOUCHERS (PDF)

9/20/2017 2:51 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 05677 OCT 2017 COUNCIL - 1 10-3-17

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7583	ADVANCE AUTO PARTS							
	I-6339-245498	ADVANCE AUTO PARTS	R	10/03/2017		9.18CR	083191	
	I-6339-245686	ADVANCE AUTO PARTS	R	10/03/2017		22.94CR	083191	
	I-6339-245831	ADVANCE AUTO PARTS	R	10/03/2017		1.89CR	083191	
	I-6339-245832	ADVANCE AUTO PARTS	R	10/03/2017		1.89CR	083191	35.90
0302	AIRGAS USA LLC							
	I-9947050177	AIRGAS USA LLC	R	10/03/2017		333.87CR	083192	
	I-9947051335	AIRGAS USA LLC	R	10/03/2017		140.02CR	083192	473.89
0849	AMBROSIUS CONCRETE SUPPLIES INC							
	I-360750	AMBROSIUS CONCRETE SUPPLIES IN	R	10/03/2017		99.70CR	083193	99.70
0007	AMBROSIUS SALES & SERVICE							
	I-116595	AMBROSIUS SALES & SERVICE	R	10/03/2017		53.78CR	083194	53.78
0653	ANIMAL HOSPITAL OF DE PERE							
	I-199897	ANIMAL HOSPITAL OF DE PERE	R	10/03/2017		42.00CR	083195	42.00
0442	BADGER LABORATORIES & ENGINEERING							
	I-17-3473	BADGER LABORATORIES & ENGINEER	R	10/03/2017		140.00CR	083196	140.00
0020	BADGERLAND PRINTING INC							
	I-30180	BADGERLAND PRINTING INC	R	10/03/2017		82.00CR	083197	82.00
0023	BATTERIES PLUS LLC							
	I-501-528115	BATTERIES PLUS LLC	R	10/03/2017		39.90CR	083198	39.90
0132	BAY AREA HUMANE SOCIETY AND							
	I-260	BAY AREA HUMANE SOCIETY AND	R	10/03/2017		796.50CR	083199	796.50
1369	BAY REPORTING SERVICE INC							
	I-5951	BAY REPORTING SERVICE INC	R	10/03/2017		430.45CR	083200	
	I-5952	BAY REPORTING SERVICE INC	R	10/03/2017		50.00CR	083200	480.45
0027	BAY TOWEL INC							
	I-2455830	BAY TOWEL INC	R	10/03/2017		184.99CR	083201	
	I-2461857	BAY TOWEL INC	R	10/03/2017		98.62CR	083201	
	I-2464357	BAY TOWEL INC	R	10/03/2017		188.84CR	083201	
	I-2464375	BAY TOWEL INC	R	10/03/2017		77.52CR	083201	
	I-2466107	BAY TOWEL INC	R	10/03/2017		40.39CR	083201	
	I-2466108	BAY TOWEL INC	R	10/03/2017		89.14CR	083201	679.50

Attachment: 10-3-17 VOUCHERS (6250 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0028	BAY VERTE MACHINERY INC I-314233-00	BAY VERTE MACHINERY INC	R	10/03/2017		34.33CR	083202	34.33
0038	BROADWAY AUTOMOTIVE INC I-872289	BROADWAY AUTOMOTIVE INC	R	10/03/2017		1,651.78CR	083203	1,651.78
0046	BROWN COUNTY PORT SOLID WASTE DEPT I-35049	BROWN COUNTY PORT SOLID WASTE	R	10/03/2017		49,041.41CR	083204	49,041.41
0044	BROWN COUNTY REGISTER OF DEEDS I-201709187493	BROWN COUNTY REGISTER OF DEEDS	R	10/03/2017		214.50CR	083205	214.50
0536	CDW GOVERNMENT INC I-KBC7847 I-KBH3961 I-KBW6321	CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC	R R R	10/03/2017 10/03/2017 10/03/2017		90.80CR 82.84CR 7,109.10CR	083206 083206 083206	 7,282.74
2708	CLEANING SOLUTION SERVICES INC I-15288	CLEANING SOLUTION SERVICES INC	R	10/03/2017		28.50CR	083207	28.50
7639	CORE & MAIN LP I-H786298	CORE & MAIN LP	R	10/03/2017		2,800.53CR	083208	2,800.53
0217	COUNTRY VISIONS COOPERATIVE I-201709187494 I-201709207504	COUNTRY VISIONS COOPERATIVE COUNTRY VISIONS COOPERATIVE	R R	10/03/2017 10/03/2017		118.58CR 11.25CR	083209 083209	 129.83
0061	CUMMINS NPOWER, LLC I-802-86024	CUMMINS NPOWER, LLC	R	10/03/2017		40.04CR	083210	40.04
6700	DARLEY CO I-17297695	DARLEY CO	R	10/03/2017		101.54CR	083211	101.54
6946	DEAN ENTERPRISES LLC I-D-60447	DEAN ENTERPRISES LLC	R	10/03/2017		102.25CR	083212	102.25
0075	DIGGERS HOTLINE INC I-170 8 36401	DIGGERS HOTLINE INC	R	10/03/2017		563.44CR	083213	563.44
6858	DRP REPAIR LLC I-6679	DRP REPAIR LLC	R	10/03/2017		249.54CR	083214	249.54

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0091	FASTENAL COMPANY							
	I-WIGRE351350	FASTENAL COMPANY	R	10/03/2017		6.78CR	083215	
	I-WIGRE351484	FASTENAL COMPANY	R	10/03/2017		33.50CR	083215	
	I-WIGRE351639	FASTENAL COMPANY	R	10/03/2017		23.00CR	083215	
	I-WIGRE351766	FASTENAL COMPANY	R	10/03/2017		68.68CR	083215	
	I-WIGRE352634	FASTENAL COMPANY	R	10/03/2017		1.90CR	083215	133.86
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-17319	FIRE APPARATUS & EQUIPMENT INC	R	10/03/2017		1,369.70CR	083216	1,369.70
0200	FIRST SUPPLY LLC							
	I-10684417-00	FIRST SUPPLY LLC	R	10/03/2017		51.62CR	083217	
	I-10739307-00	FIRST SUPPLY LLC	R	10/03/2017		33.37CR	083217	
	I-10740562-00	FIRST SUPPLY LLC	R	10/03/2017		43.93CR	083217	128.92
0835	FOSTER COACH SALES INC							
	I-12635	FOSTER COACH SALES INC	R	10/03/2017		48.03CR	083218	48.03
6084	GANNETT WI MEDIA							
	I-201709187495	GANNETT WI MEDIA	R	10/03/2017		194.28CR	083219	194.28
7553	GLENN'S 24 HR TOWING							
	I-74413	GLENN'S 24 HR TOWING	R	10/03/2017		250.00CR	083220	250.00
6923	GORDON FLESCH COMPANY INC.							
	I-IN12021045	GORDON FLESCH COMPANY INC.	R	10/03/2017		129.00CR	083221	129.00
2661	GORDON HATCH COMPANY							
	I-419868	GORDON HATCH COMPANY	R	10/03/2017		198.50CR	083222	198.50
0116	GRAINGER INC							
	I-9547288481	GRAINGER INC	R	10/03/2017		67.90CR	083223	67.90
4902	HALRON LUBRICANTS INC							
	I-948508-00	HALRON LUBRICANTS INC	R	10/03/2017		276.12CR	083224	
	I-949093-00	HALRON LUBRICANTS INC	R	10/03/2017		46.28CR	083224	322.40
5484	HYDROCORP INC							
	I-44202-IN	HYDROCORP INC	R	10/03/2017		899.00CR	083225	
	I-44233-IN	HYDROCORP INC	R	10/03/2017		2,309.00CR	083225	3,208.00
1399	INDOFF INC							
	I-3004649	INDOFF INC	R	10/03/2017		88.20CR	083226	
	I-3006038	INDOFF INC	R	10/03/2017		222.38CR	083226	
	I-3007633	INDOFF INC	R	10/03/2017		177.01CR	083226	
	I-3007783	INDOFF INC	R	10/03/2017		84.30CR	083226	
	I-3007784	INDOFF INC	R	10/03/2017		79.98CR	083226	
	I-3008345	INDOFF INC	R	10/03/2017		89.98CR	083226	741.85

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2602	JOSSART BROTHERS INC							
	I-17-01 (6)	JOSSART BROTHERS INC	R	10/03/2017		492,602.02CR	083227	492,602.02
7620	JT ENGINEERING INC							
	I-170047-03	JT ENGINEERING INC	R	10/03/2017		21,173.50CR	083228	21,173.50
1276	JX ENTERPRISES INC							
	I-D-272430011	JX ENTERPRISES INC	R	10/03/2017		364.56CR	083229	
	I-D-272490111	JX ENTERPRISES INC	R	10/03/2017		71.62CR	083229	
	I-D-272540090	JX ENTERPRISES INC	R	10/03/2017		183.90CR	083229	
	I-S-272540011	JX ENTERPRISES INC	R	10/03/2017		329.50CR	083229	949.58
2904	KROPP CONCRETE PRODUCTS							
	I-25085	KROPP CONCRETE PRODUCTS	R	10/03/2017		380.75CR	083230	380.75
6577	LAKELAND LAWCARE							
	I-71689	LAKELAND LAWCARE	R	10/03/2017		1,095.00CR	083231	
	I-71955	LAKELAND LAWCARE	R	10/03/2017		1,485.00CR	083231	2,580.00
0160	LIZER OF WI INC							
	I-73575AD	LIZER OF WI INC	R	10/03/2017		275.00CR	083232	
	I-73579AD	LIZER OF WI INC	R	10/03/2017		247.50CR	083232	
	I-73580AD	LIZER OF WI INC	R	10/03/2017		247.50CR	083232	
	I-73581AD	LIZER OF WI INC	R	10/03/2017		247.50CR	083232	
	I-73593AD	LIZER OF WI INC	R	10/03/2017		82.50CR	083232	1,100.00
0163	MCC INC							
	I-113461B	MCC INC	R	10/03/2017		75.00CR	083233	75.00
0173	MENARDS INC							
	I-14593	MENARDS INC	R	10/03/2017		6.95CR	083234	
	I-14644	MENARDS INC	R	10/03/2017		67.57CR	083234	
	I-14695	MENARDS INC	R	10/03/2017		19.96CR	083234	
	I-14765	MENARDS INC	R	10/03/2017		20.48CR	083234	114.96
1630	BRIAN MITCHELL							
	I-1888	BRIAN MITCHELL	R	10/03/2017		37.00CR	083235	37.00
4546	NATIONAL ELEVATOR INSPECT SERV INC							
	I-285079	NATIONAL ELEVATOR INSPECT SERV	R	10/03/2017		85.00CR	083236	85.00
7252	NEWCOMERS							
	I-4203	NEWCOMERS	R	10/03/2017		100.00CR	083237	100.00

Attachment: 10-3-17 VOUCHERS (6250 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5188	NORTHEAST ASPHALT INC							
	I-17-07 (1)	NORTHEAST ASPHALT INC	R	10/03/2017		77,489.34CR	083238	77,489.34
0531	NORTHEAST AUTO PARTS INC							
	C-324679	NORTHEAST AUTO PARTS INC	R	10/03/2017		222.20	083239	
	I-324380	NORTHEAST AUTO PARTS INC	R	10/03/2017		40.88CR	083239	
	I-324458	NORTHEAST AUTO PARTS INC	R	10/03/2017		26.49CR	083239	
	I-324490	NORTHEAST AUTO PARTS INC	R	10/03/2017		26.49CR	083239	
	I-324539	NORTHEAST AUTO PARTS INC	R	10/03/2017		459.57CR	083239	331.23
0194	OLSON TRAILER & BODY LLC							
	I-72806C	OLSON TRAILER & BODY LLC	R	10/03/2017		229.12CR	083240	229.12
5222	P J KORTENS & CO INC							
	I-10019910	P J KORTENS & CO INC	R	10/03/2017		354.29CR	083241	354.29
0197	PACKER CITY INTERNATIONAL INC							
	I-R101020618:01	PACKER CITY INTERNATIONAL INC	R	10/03/2017		1,707.17CR	083242	
	I-X101073534:01	PACKER CITY INTERNATIONAL INC	R	10/03/2017		34.36CR	083242	1,741.53
0198	PACKERLAND GLASS PRODUCTS INC							
	I-60615	PACKERLAND GLASS PRODUCTS INC	R	10/03/2017		18.00CR	083243	18.00
0584	PATRICK ZELZER AND ASSOCIATES							
	I-ZEL-2017003398	PATRICK ZELZER AND ASSOCIATES	R	10/03/2017		75.00CR	083244	75.00
0525	PETROLEUM EQUIP SERVICE OF WI INC							
	I-140659	PETROLEUM EQUIP SERVICE OF WI	R	10/03/2017		265.00CR	083245	
	I-140693	PETROLEUM EQUIP SERVICE OF WI	R	10/03/2017		747.00CR	083245	1,012.00
0208	POMP'S TIRE SERVICE INC							
	C-1020266135	POMP'S TIRE SERVICE INC	R	10/03/2017		80.00	083246	
	I-90042575	POMP'S TIRE SERVICE INC	R	10/03/2017		563.09CR	083246	
	I-90042796	POMP'S TIRE SERVICE INC	R	10/03/2017		28.45CR	083246	
	I-90042844	POMP'S TIRE SERVICE INC	R	10/03/2017		675.22CR	083246	1,186.76
0395	PRO ONE JANITORIAL INC							
	I-125263	PRO ONE JANITORIAL INC	R	10/03/2017		1,125.00CR	083247	1,125.00
6991	PROFESSIONAL SERVICE INDUSTRIES, INC.							
	I-519734	PROFESSIONAL SERVICE INDUSTRIE	R	10/03/2017		4,966.00CR	083248	4,966.00

Attachment: 10-3-17 VOUCHERS (6250 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1359	RAY O'HERRON CO INC I-1749683-IN	RAY O'HERRON CO INC	R	10/03/2017		146.86CR	083249	146.86
0227	REINDERS INC I-1705070-00 I-1705970-00 I-1706036-00	REINDERS INC REINDERS INC REINDERS INC REINDERS INC	R	10/03/2017 10/03/2017 10/03/2017		302.78CR 26.65CR 74.61CR	083250 083250 083250	 404.04
0501	SAINT MARY'S HOSPITAL I-21110	SAINT MARY'S HOSPITAL	R	10/03/2017		9.78CR	083251	9.78
0235	SAINT VINCENT HOSPITAL I-46521	SAINT VINCENT HOSPITAL	R	10/03/2017		169.04CR	083252	169.04
7640	SEWAH STUDIOS INC I-35994	SEWAH STUDIOS INC	R	10/03/2017		325.00CR	083253	325.00
0406	SIMPLEXGRINNELL INC I-41080227	SIMPLEXGRINNELL INC	R	10/03/2017		1,588.00CR	083254	1,588.00
7179	SKIPPER'S CHOICE MARINE SUPPLY LLC I-1888	SKIPPER'S CHOICE MARINE SUPPLY	R	10/03/2017		118.09CR	083255	118.09
4094	STATE BAR OF WISCONSIN I-5030908	STATE BAR OF WISCONSIN	R	10/03/2017		23.07CR	083256	23.07
5186	TOYS FOR TRUCKS I-236577	TOYS FOR TRUCKS	R	10/03/2017		230.00CR	083257	230.00
0267	TRAFFIC & PARKING CONTROL INC I-1575281 I-1577549	TRAFFIC & PARKING CONTROL INC TRAFFIC & PARKING CONTROL INC	R	10/03/2017 10/03/2017		245.10CR 1,367.00CR	083258 083258	 1,612.10
0268	TRUCK EQUIPMENT INC I-759578-00	TRUCK EQUIPMENT INC	R	10/03/2017		351.00CR	083259	351.00
6162	TRUGREEN I-72611692 I-72623168	TRUGREEN TRUGREEN TRUGREEN	R	10/03/2017 10/03/2017		47.00CR 195.00CR	083260 083260	 242.00
0272	UNIFORM SHOPPE INC I-268277 I-269667 I-269851	UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC	R	10/03/2017 10/03/2017 10/03/2017		1,252.45CR 149.95CR 73.90CR	083261 083261 083261	 1,476.30

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0277	VAN'S FIRE & SAFETY INC							
	I-4101827	VAN'S FIRE & SAFETY INC	R	10/03/2017		45.47CR	083262	
	I-4102174	VAN'S FIRE & SAFETY INC	R	10/03/2017		451.70CR	083262	
	I-4102177	VAN'S FIRE & SAFETY INC	R	10/03/2017		240.16CR	083262	
	I-4102178	VAN'S FIRE & SAFETY INC	R	10/03/2017		50.75CR	083262	
	I-4102346	VAN'S FIRE & SAFETY INC	R	10/03/2017		94.00CR	083262	882.08
3707	VIKING ELECTRIC SUPPLY							
	C-S000737922.001	VIKING ELECTRIC SUPPLY	R	10/03/2017		23.25	083263	
	I-S000679759.001	VIKING ELECTRIC SUPPLY	R	10/03/2017		85.28CR	083263	
	I-S000696324.001	VIKING ELECTRIC SUPPLY	R	10/03/2017		85.28CR	083263	
	I-S000737985.001	VIKING ELECTRIC SUPPLY	R	10/03/2017		199.80CR	083263	
	I-S000759786.001	VIKING ELECTRIC SUPPLY	R	10/03/2017		312.81CR	083263	659.92
6500	WI DEPT OF SAFETY AND PROF SERV							
	I-449416	WI DEPT OF SAFETY AND PROF SER	R	10/03/2017		50.00CR	083264	50.00
6469	WI DOCUMENT IMAGING							
	I-11643	WI DOCUMENT IMAGING	R	10/03/2017		141.22CR	083265	141.22

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	75	0.00	688,111.07	688,111.07
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:	75	0.00	688,111.07	688,111.07

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 10-3-17 VOUCHERS (6250 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

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

FUND	PERIOD	AMOUNT
100	10/2017	78,916.15CR
201	10/2017	782.64CR
208	10/2017	28.18CR
290	10/2017	92.00CR
293	10/2017	21,173.50CR
405	10/2017	575,779.97CR
460	10/2017	30.00CR
601	10/2017	9,556.15CR
650	10/2017	1,752.48CR
=====		
ALL		688,111.07CR

Attachment: 10-3-17 VOUCHERS (6250 : Voucher Approval.)

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

MEETING DATE: October 3, 2017
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 10-03-17 (PDF)

CITY OF DE PERE
License Committee - October 3, 2017

Previously Tabled Operator License Applications	
1	SABILLON, ELIZABETH A.

New Operator License Applications	
1	ANGELUCCI, NICOLE M.
2	BAEB, KATHERINE M.
3	DUDZIK, SCOTT A.
4	GRAHEK, TONI K.
5	THIERER, STEVE E.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 3, 2017

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Consideration of Acquisition of Property for Economic Development Purposes
