

## COMMON COUNCIL MEETING NOTICE

Pursuant to Wisconsin Statutes §19.84, notice is hereby given to the public and news media that a regular meeting of the Common Council of the City of De Pere will be held on December 4, 2012 at 7:30 p.m. in the City Hall Council Chambers, Second Floor of De Pere City Hall, 335 South Broadway, De Pere, WI 54115.

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

### **AGENDA FOR SAID MEETING:**

1. Roll call.
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the November 20, 2012 regular meeting of the Common Council.
4. Public Hearing on a permanent zoning classification assignment to annexed Parcel ED-R27 is scheduled for 7:35 p.m. or soon after.
  - A. Notice of Public Hearing.
  - B. Recommendation from the Plan Commission.
  - C. After the hearing is held, Ordinance #12-28, Permanent Zoning Of Annexed Property (Parcel ED-R27) is presented for consideration.
5. Public Hearing on a permanent zoning classification assignment to annexed Parcel ED-D29-1 is scheduled for 7:35 p.m. or soon after.
  - A. Notice of Public Hearing.
  - B. Recommendation from the Plan Commission.
  - C. After the hearing is held, Ordinance #12-29, Permanent Zoning Of Annexed Property (Parcel ED-D29-1) is presented for consideration.
6. Public comment upon matters not on agenda or other announcements.
7. Presentation by Celebrate Committee highlighting groups that benefitted from the 2012 Celebrate De Pere Festival and the amounts donated back to the community over the past 7 years.
8. Recommendations from the Park Board, Board of Public Works and Finance Personnel Committee to:
  - A. Approve donation requests from Celebrate De Pere Committee for the 2013 festival:

- i. Use of Voyager Park for setup and cleanup.
  - ii. Various services provided by the Public Works Department.
  - iii. 50% of De Pere Police Department invoice costs.
9. Recommendation from the Plan Commission to approve:
  - A. CSM Application for a single lot and single outlot CSM on Innovation Court.
  - B. Two lot CSM in the Town of Ledgeview on CTH G.
  - C. Three lot CSM in the Town of Rockland on HWY 57.
  - D. Two lot CSM in the Town of Rockland on Old Military Road.
10. Recommendation from the License Committee to approve:
  - A. "Class A" Liquor License for De Pere Minimart LLC at 821 George Street.
11. Resolution #12-132, Disallowance Of Claim (Alana Cramer).
12. Resolution #12-133, Adopting Update To City's Comprehensive Outdoor Recreation Plan.
13. Resolution #12-134, Approving Agreements Related To Water Supply Facilities.
14. Resolution #12-135, Authorizing Division Of Public Health Contract Agreement DPH Contract #21731.
15. Discussion regarding the status of the De Pere Riverwalk Phase Two construction.
16. Report on former bridge approach site discussion with Wisconsin Department of Transportation.
17. Discussion regarding General Fund Reserve Balance.
18. Discussion regarding Capitol Projects Fund Balance and status of expenditures for 2011 and 2012.
19. City Sustainability Team report on activities.
20. Voucher approval.
21. Applications for Operator's Licenses.
22. Future agenda items.
23. Adjournment.

Lawrence M. Delo  
City Administrator

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, December 3, 2012, so that arrangements can be made.

AGENDA SENT TO:

Mayor

Alderspersons

Department Heads

TV, Newspapers, & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Parcel ED-R27 Public Hearing

STEVE BIEDA  
BRIAN & MARY DORN  
MICHAEL L & LAURA J  
MUSHINSKI  
JAMES E SCHLEICHER  
ROBERT J & NICHOLE KORTH  
TRAILSIDE DEVELOPMENT II  
LLC  
RENEE S GOEB  
DANIEL/JOAN VAN GRUNSEN  
THOMAS E & LANE M NELSON  
KURT A & CATHY L GOEHRE  
WILLIAM F & ANTOINETTE J  
BAKER  
WILFORD M & JEANNE M LUND  
COREY L STEVENS  
UNIFIED SCHOOL DISTRICT OF  
DE PERE

MAU & ASSOC

400 SECURITY BLVD  
2730 RYAN RD

GREEN BAY, WI 54313  
DE PERE, WI 54115

2674 RYAN RD  
728 S MELCORN CI  
2194 RYAN RD

DE PERE WI 54115-9634  
DE PERE WI 54115-7122  
DE PERE WI 54115

320 MAIN AV STE 300  
2201 RYAN RD  
2200 RYAN RD  
734 S MELCORN CI  
722 S MELCORN CI

DE PERE WI 54115-2228  
DE PERE WI 54115  
DE PERE WI 54115-7139  
DE PERE WI 54115-7122  
DE PERE WI 54115-7122

714 S MELCORN CI  
1854 HORSESHOE CT  
700 KILLARNY TR

DE PERE WI 54115-7122  
DE PERE WI 54115  
DE PERE WI 54115-7116

1700 CHICAGO ST

DE PERE WI 54115

Parcel EDD29-1 Public Hearing

KARL SCHMIDT  
ALLEN J & PATRICIA A  
PELISHEK  
ANN FRUZEN  
BC DEVELOPMENT LLC  
CHARLES R BRONTE  
DOLAN HOMES INC  
EDWARD G & JOAN M  
MATHEWS  
INGRID E FISCHER  
JANICE M CRESS  
JILL E KIESLICH  
LONGHORN INVESTMENTS LLC  
MARY B VAN DOMMELEN  
NICOLE M RABIDEAU  
RICHARD D BINISH  
RONALD H & BONNIE L  
WILLEMS  
SAUTER DEVELOPMENT LLC  
TODD A & NICOLE M GERBERS

BELMARK

600 HERITAGE RD

DE PERE, WI 54115

1757 BRIARWOOD CT  
1499 FOX RIVER DR  
958 HICKORY AV  
1765 BRIARWOOD CT  
4495 SCENIC WY

DE PERE WI 54115-2460  
DE PERE WI 54115-2437  
DE PERE WI 54115-3016  
DE PERE WI 54115-2460  
DE PERE WI 54115-9521

1759 BRIARWOOD CT  
1774 BRIARWOOD CT  
1772 BRIARWOOD CT  
1478 FOXBOROUGH CT  
11603 VERSAILLES LAKE  
305 FOX RIVER CT  
1167 BLUE RIDGE DR  
1201 WRIGHTSTOWN RD

DE PERE WI 54115-2460  
DE PERE WI 54115-2460  
DE PERE WI 54115-2460  
DE PERE WI 54115-2470  
HOUSTON TX 77082-6843  
DE PERE WI 54115  
GREEN BAY WI 54304-4172  
DE PERE WI 54115

250 FOX RIVER CT  
255 TRADERS POINT LN  
1750 GREENLEAF RD

DE PERE WI 54115-2443  
GREEN BAY WI 54302-5236  
DE PERE WI 54115-8629

SOUTHBIDGE PROPERTIES  
MAU AND ASSOCIATES  
STEVEN HIBBARD  
STEVEN ZEITLER  
ALANA CRAMER  
THE CELEBRATE COMMITTEE, INC.,  
LAWRIE KOBZA  
SUSAN NELSON

STEVE BIEDA

BOARDMAN & CLARK LLP  
DIVISION OF PUBLIC HEALTH

111 N WASHINGTON AVE #400  
400 SECURITY BLVD  
1617 WRIGHTSTOWN RD  
7410 HIDDEN VALLEY RD  
728 N. BROADWAY STREET  
905 GEORGE STREET #138,  
P.O. BOX 927  
200 N. JEFFERSON STREET, SUITE 511

GREEN BAY, WI 54301  
GREEN BAY, WI 54313  
DE PERE, WI 54115  
MARIBEL, WI 54227  
DE PERE, WI 54115  
DE PERE, WI 54115  
MADISON, WI 53703  
GREEN BAY, WI 54301-5123

**COMMON COUNCIL MEETING  
CITY OF DE PERE, WISCONSIN – NOVEMBER 20, 2012**

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Tuesday, November 20, 2012.

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

3. Alderperson Donovan moved, seconded by Alderperson Crevier, to approve the minutes of the November 7, 2012 meeting. Upon vote, the minutes were approved unanimously.

4A. Mayor Mike Walsh presented the proposed 2013 Budget for the City of De Pere stating that this budget is balanced and provides to the City's service needs in a cost efficient matter. He stated that there were a few options for the City to get through this; the only options he was not willing to consider were the options that would create an ongoing structural deficit in revenues that need to be received for ongoing operating expenditures. 2013 is the final year that the City will operate under collective bargaining agreements approved prior to state changes; all non-union employees will continue to pay 50% of their retirement benefits in 2013, just as they did in 2011 and 2012. All union employees under contract will continue to have all or most of their retirement benefits paid by the City, but will no longer be furloughed to offset revenue shortfalls in 2013. It is anticipated that these employees will be required to contribute 50% in 2014.

For 2013, the state continued its downward trend by reducing shared revenue by over \$13,000; the City also lost \$6,900 in recycling grants, and over \$69,000 in general transportation aids. The City did recover over \$17,000 more in expenditure restraint funds. The 2013 budget included an overall .02% decrease in general fund operating expenses, 4.7% decrease in general government, a .10% increase in public safety, a .33% in public works, and a 4.53% increase in culture, education and recreation expenditures. A few years ago to reduce future debt for equipment replacement, the City added \$100,000 each year to reach that end, and continued to do that this year. The General fund budget is \$15,578,688; down .02% from last year. The 2013 Budget proposes a 1.98% increase in the property tax levy from \$10,884,764 in 2012 to \$11,100,454 in 2013. The tax rate for 2013 is \$6.21, 11 cents higher than 2012 and is a 1.87% increase.

Some significant expenditures to consider include:

- \$526,000 to provide programming and facilities at the Community Center;
- \$478,000 for Green Bay Transit Bus Service;
- \$300,000 for an automated water meter reading system;
- \$278,000 to operate two pools;
- \$239,500 for snow and ice removal;
- \$160,342 from the unassigned fund balance to offset the decrease in shared revenues by the property tax levy limit impacts (the use of these reserve funds as a one-time revenue source will be offset with additional employee retirement contributions in subsequent years);
- \$160,000 for Brown County landfill fees;
- \$131,500 to complete phase one of an additional parking lot and storm water pond at Southwest Park;
- \$9000 for a decrease in youth league contributions;
- \$62 for ERU (equivalent runoff units) – the rate after a \$5 increase for each residential property for the storm water utility; and
- A 3% increase in union wages; 2% increase in non-union wages.

Mayor Walsh stated that De Pere has a reputation for being a very desirable community in which to live. It has always been his goal as mayor to maintain De Pere as an exceptional community and to enhance what the City has to offer. With everyone; the city council, city employees, businesses and residents making a concerted effort, we will continue to make the City of De Pere a great place to live, work and play.

City Administrator Larry Delo presented detail on the Budget Model for the 2013 proposed Executive Budget forecasting revenue and expenditures for a ten-year period. The tax rate went from \$6.09 last year to a proposed \$6.21 for 2013. The

state equalized tax rate is at \$6.40, a 3.73% increase from 2012. The surplus fund balance has gone from 5.37 million to 5.21 million, due to the Council's decision to use some of that money at this time instead of applying additional fees elsewhere. He shared two charts showing the proportion of property taxes used by each of the taxing jurisdictions within the City, separated by school district; the City's portion is 26%, the schools are 46% (Unified School District) and 47% (West De Pere School District), county 20% (Unified School District) and 19% (West De Pere School District), technical college 7%, and state 1%. He reviewed charts showing shared revenues, general fund revenue and expenditure trends, general fund expenditures by city department, projected tax levy with comparisons of other similar sized municipalities, general obligation debt trends, property valuation, and property tax levy chart with breakdowns by department.

4B. Clerk-Treasurer Shana Defnet announced the Notice of Public Hearing on Authorizing Resolution #12-128, Adoption of Tax Levy for City purposes to support the 2013 City Budget was published in the City's Official Newspaper, the De Pere Journal on November 1 and November 8, 2012. Mayor Walsh opened the meeting to the public.

Mike Fleck, 1402 Charles St. De Pere, WI 54115, stated that he is the Vice President of the De Pere Historical Society and requested that the Council consider restoring the \$2000 cut to their budget. He explained the many programs that they hold for the public and that the programs they hold for the public are done at no charge.

There was no one else present who wished to speak and Mayor Walsh closed public comment at 8:10 p.m.

4C. Alderperson Boyd moved, seconded by Alderperson Lueck to approve the proposed 2013 Budget. Discussion followed.

Amendment #1: Alderperson Donovan moved, seconded by Alderperson Van Vonderen, to reinstate the \$2000 from the De Pere Historical Society Budget from the General Fund Balance. Discussion followed. Upon vote, motion carried unanimously.

Amendment #2: Alderperson Bauer moved, seconded by Alderperson Robinson to amend the Police Department Budget to add \$7,500 for overtime to complete compliance checks for licensed establishments, removed from their Operating Supplies. Police Chief Derek Beiderwieden came forward and advised against the removal of money from Operating Supplies; that money is reserved for protective vests. He stated that the Department could accommodate for the compliance checks without the addition of funds to overtime; discussion followed. Alderperson Bauer moved to withdraw his motion.

Amendment #3: Alderperson Van Vonderen moved, seconded by Alderperson Crevier, to amend the purchase of a new ambulance from the existing contingency fund and instead purchase it from money in the general fund. Discussion followed. Upon vote, motion carried unanimously.

Upon roll call vote, motion carried unanimously.

4D. Resolution 12-128, Adoption Of Tax Levy For City Purposes To Support The 2013 City Budget, was presented for consideration. Alderperson Donovan moved, seconded by Alderperson Boyd to approve the resolution. Upon roll call vote, motion carried unanimously.

5. Public Comment or other Announcements. Clerk Treasurer Shana Defnet announced that voter turnout for the November 6<sup>th</sup> 2012 Presidential Election was 77.7%, an increase over the 2008 Presidential Election, which had 68.7% voter turnout. 41% of all voters in the 2012 election voted absentee. Mayor Walsh wished everyone a Happy Thanksgiving. Alderperson Robinson invited citizens to attend a program at the Kress Family Library titled "Energy Audits and Winterizing Your Home" on Tuesday, November 27<sup>th</sup>, at 6:30 p.m.

8. Resolution #12-124, Disallowance of Claim (John and Lynn Gaus) was presented out of order. Alderperson Donovan moved, seconded by Alderperson Robinson to reconsider the disallowance of the claim. Upon vote, motion carried unanimously. Alderperson Bauer moved, seconded by Alderperson Crevier to disallow the claim. Alderperson Boyd moved, seconded by Alderperson Lueck, to open the meeting. Upon vote, motion carried unanimously.

Lynn Gaus of 448 N. Good Hope Road, De Pere WI, was present and explained the claim that she filed with the City regarding the malfunction of a water pipe on their property. She stated that the pipe was taken up by the lawnmower and ruined their lawnmower, resulting in \$400 to replace it. The City's insurance company denied the claim; Lynn Gaus requested of the Council to reimburse them for the damage caused to their mower. Discussion followed. Alderperson Donovan moved, seconded by Alderperson Boyd to close the meeting. Upon vote, motion carried unanimously. City Attorney Judy Schmidt-Lehman stated that because the city did not have knowledge of the curb stop box being raised, and they could not have fixed it because they were not made aware that there was a problem. In these circumstances the city does not have a legal obligation to pay for the damage. Discussion followed. Alderperson Robinson moved, seconded by Alderperson Boyd to open the meeting. Upon vote, motion carried unanimously. Lynn Gaus stated that they never knew there was an issue with the water pipe until the damage occurred. Alderperson Crevier moved, seconded by Alderperson Van Vonderen to close the meeting. Upon vote, motion carried unanimously.

#### RECONSIDER RECOMMENDATION FROM THE PLAN COMMISSION/RDA

6A. Allow property formerly known as the Old Claude Allouez Bridge site to be sold or offered at bid (requested by Alderperson Scott Crevier). Alderperson Crevier moved, seconded by Alderperson Van Vonderen to reconsider the recommendation from the Plan Commission/RDA to allow property formerly known as the Old Claude Allouez Bridge site to be sold or offered at bid. Upon vote, motion carried 7-1 with Alderperson Bauer voting nay. Alderperson Crevier asked that this be brought up again to determine how much time the Council has to make the decision as to what to do with this property. City Planner Ken Pabich came forward and explained that after the last meeting, the DOT project was reassigned to a local office and the original decision date of November 30<sup>th</sup> has since been extended and the new project manager is willing to discuss other options with the City. He stated that the Council will have the opportunity to hear from the DOT at a future council meeting. Alderperson Crevier moved, seconded by Alderperson Van Vonderen, to open the meeting. The following citizens spoke in favor of reconsidering the recommendation to allow the site to be sold or offered at bid:

1. Jerry Turba, 100/102//106 S. Broadway, De Pere.
2. Joe Seroogy, 806 N. Broadway, De Pere
3. Maureen Vanden Hogen, 405 Franklin St, De Pere.
4. Mark Steuer, 1730 Nancy Ave, Green Bay.
5. McKim Boyd, 102 S. Clay St, De Pere.
6. RuthAnn Reynen, 950 Oakdale Ave, De Pere.
7. Mary Jane Herber, 849 N. Clay St, De Pere.
8. Ryan Jennings, 326 S. Michigan St, De Pere.
9. David Duquette, 720 N. Broadway, De Pere.
10. Steven LePak, 915 N. Broadway, De Pere.
11. John Bourguignon, 420 Ridgeway Blvd, De Pere.
12. Mary Schall, 708 N. Michigan St, De Pere.

Alderperson Donovan moved, seconded by Alderperson Boyd to close the meeting. Upon vote, motion carried unanimously. Alderperson Lueck moved, seconded by Alderperson Robinson to rescind action taken at the November 7<sup>th</sup> meeting and table indefinitely. Upon vote, motion carried 6-2 with Alderpersons Donovan and Bauer voting nay. Discussion followed as to how to move forward and gather public input. Alderperson Donovan expressed that because the item was tabled, we should not be discussing the item. He stated that he didn't have an opportunity to tell constituents why the council voted as they voted at the last meeting on the item. Alderperson Robinson moved, seconded by Alderperson Lueck to remove the reconsideration from the table. Upon vote, motion carried unanimously. Alderperson Lueck stated that the Council's previous vote on the recommendation was the right decision at that time due to the time constraint of the DOT, however, after being informed of the changes presented by Planning Director Ken Pabich, the Council's decision to table indefinitely is the right decision to make at this time, allowing for public input on the decision. Requests were made by the Council of staff to come back with more information on the original estimate of the value of the property, as well as information on the restrictions presented and how other communities have utilized similar space. Discussion followed. Alderperson Donovan moved, seconded by Alderperson Bauer to table the reconsideration indefinitely. Upon vote, motion carried unanimously.

RECOMMENDATION FROM THE FINANCE COMMITTEE

7A. \$500 donation from De Pere Christian Outreach Corporation to be used toward the Police Department canine program was presented. Alderperson Van Vonderen moved, seconded by Alderperson Lueck to approve the donation. Upon vote, motion carried unanimously.

7B. 2013 health insurance funding recommendation was presented. Alderperson Robinson moved, seconded by Alderperson Van Vonderen to approve the recommendation. Upon roll call vote, motion carried unanimously.

7C. \$2,980 from the Contingency Fund for repairs made in October to the Municipal Service Center boiler was presented. Alderperson Crevier moved, seconded by Alderperson Lueck to approve the use of contingency funds. Upon roll call vote, motion carried unanimously.

7D. \$1,800 from the Sustainability Fund for the purchase of recycling/garbage containers was presented. Alderperson Boyd moved, seconded by Alderperson Van Vonderen to approve the purchase. Upon roll call vote, motion carried unanimously.

9. Resolution 12-129, Authorizing Façade Improvement Grant To Tilkens Family Limited Partnership (327 Main Avenue) was presented. Alderperson Donovan moved, seconded by Alderperson Van Vonderen to approve the resolution. Upon roll call vote, motion carried unanimously.

10. Resolution 12-130, Authorizing Fifth Agreement Extending Option To Purchase Between The City Of De Pere And Frigo Enterprises, LLC was presented. Alderperson Robinson moved, seconded by Alderperson Donovan to approve the resolution. Upon vote, motion carried unanimously.

11. Resolution 12-131, Authorizing State/Municipal Agreement For State Highway 32 Reconstruction Project was presented. Alderperson Bauer moved, seconded by Alderperson Crevier to approve the resolution. Upon roll call vote, motion carried unanimously.

12. Discussion regarding General Fund balance. Finance Director Joe Zegers provided the Council with an analysis of the general fund balance for the past 20 years, a comparison of the City of De Pere with the 20 municipalities closest in size and their fund balance policies, and information on bond ratings. He discussed setting a range with the Council; other municipalities at our size use a range as their policy. Alderperson Robinson moved, seconded by Alderperson Crevier to open the meeting. Upon vote, motion carried unanimously. Dan Gatz, of 404 Moon Glow Drive, De Pere, wished to speak and stated that setting a percentage range of 20-25% is more than sufficient to cover the City's needs. Keeping it within that range utilizes taxpayer's dollars the best for the taxpayers. Alderperson Robinson moved, seconded by Alderperson Crevier to close the meeting. Upon vote, motion carried unanimously. Discussion followed. Alderperson Crevier moved, seconded by Alderperson Bauer to open the meeting. Upon vote, motion carried unanimously. Dan Gatz came forward and stated that you can set this money aside with a return on the investment, or you can also save on interest by not bonding or borrowing if you use that money instead of setting it aside. Alderperson Crevier moved, seconded by Alderperson Donovan to close the meeting. Upon vote, motion carried unanimously.

13. Discussion regarding the status of the De Pere Riverwalk Phase Two construction. Parks Director Marty Kosobucki informed the Council that the girders are up and that the deck will be poured the first week of December. The contractor believes the viewing pier will be done by the end of the year.

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

15. Applications for Operator's Licenses were presented.

**CITY OF DE PERE - November 20, 2012**

--	--	--	--	--	--

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
<b>Previously Tabled Operator License for the 2012-2014 Licensing Period</b>					
1	BOURSAW, NATASHA	1117 S. BROADWAY ST.	GREEN BAY	WI	54304
2	LAYDEN, MATT J.	814 S. ROOSEVELT ST.	GREEN BAY	WI	54301
3	MULHERN, SCOTT P.	665 A. FOXVIEW AVE.	DE PERE	WI	54115
4	VIGO, AMANDA L.	1129 MORRIS AVE.	GREEN BAY	WI	54304
5	WOLFGRAM, SANDRA	1098 BLUE RIDGE DR.	GREEN BAY	WI	54304
<b>Operator Licenses for the 2012-2014 Licensing Period</b>					
1	ARAGON, NATASHA M.	3170 TOBERMORY DR.	GREEN BAY	WI	54311
2	CEILLEY, BRIDGET J.	100 GRANT ST., STE. 322	DE PERE	WI	54115
3	COUSNEAU, KYLE T.	1700 ARNOLD DR.	GREEN BAY	WI	54304
4	GARGULAK, HANNAH D.	2713 HUMBOLDT RD., APT. 1	GREEN BAY	WI	54311
5	GIBSON, JENNIFER M.	521 S. 6TH ST., #40	DE PERE	WI	54115
6	HAUK, MELISSA M.	3197 MILL RD.	GREENLEAF	WI	54126
7	JOHNSTON, TAMMY L.	627 CLOVER LN.	GREEN BAY	WI	54301
8	KOHRELL, AVERY R.	190 REID ST.	DE PERE	WI	54115
9	O'LEARY, VIKTORIA K.	231 E. CARRINGTON LN.	APPLETON	WI	54913
10	RIEMER, ASHLIE N.	W2432 CROSSTOWN RD.	HILBERT	WI	54129
11	SNETHEN, ANDREW J.	925 MATHER ST.	GREEN BAY	WI	54303
12	SOLWAY, MICHAEL L.	1276 KELLOGG ST.	GREEN BAY	WI	54303
13	WEISMANN, EMILY R.	100 GRANT ST., STE. 2320	DE PERE	WI	54115
14	YAHN, SEAN C.	212 BELLEVUE ST.	GREEN BAY	WI	54302

Alderson Bauer moved, seconded by Alderson Kneiszel to approve Previously Tabled Applications #2 and 4 and to table Previously Tabled Application #1, 3, and 5. Upon vote, motion carried unanimously.

Alderson Bauer moved, seconded by Alderson Kneiszel to approve Operator's Licenses #1-14. Upon vote, motion carried unanimously.

16. Future Agenda Items. Alderson Van Vonderen requested that a discussion of the General Fund Reserve Balance, the Capital Project Funds, and a report on discussion with the DOT about the property formerly known as the Old Claude Allouez Bridge be on the agenda at the next meeting.

Upon motion by Alderson Van Vonderen, seconded by Alderson Crevier, the Common Council adjourned at 10:17 p.m.

Respectfully submitted,

Shana Defnet  
Clerk-Treasurer



ORDINANCE #12-28

PERMANENT ZONING OF ANNEXED PROPERTY  
(PARCEL ED-R27)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed permanent zoning classification for the property described below and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer, having published a Notice of Public Hearing regarding such proposed permanent zoning assignment and, pursuant thereto, a public hearing having been held on the 4<sup>th</sup> day of December, 2012 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

NOW, THEREFORE, the Common Council of the City of De Pere, Wisconsin, do ordain as follows:

Section 1. That the following described property:

All of Lot 1, Volume 30, Certified Survey Map Page 165, Document No. 1400920, Brown County Map No. 4713, said lot being part of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , Section 3, T22N-R20E, Town of Rockland, Brown County, Wisconsin more fully described as follows:

Commencing at the Northwest corner of Section 3, T22N-R20E, thence S89°20'38"E, 252.78 feet along the north line of said Northwest  $\frac{1}{4}$ , Section 3; thence S89°19'15"E, 1072.86 feet along said line; thence S00°04'47"W, 1453.68 feet along the east line of said Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , of said Section 3 to the northeast corner of Volume 30, Certified Survey Map Page 165, Document No. 1400920 and the Point of Beginning; thence continuing S00°04'47"W, 526.07 feet along the east line of the Southwest  $\frac{1}{4}$  - Northwest  $\frac{1}{4}$ , and the east line of said Certified Survey Map, also being the centerline of Ryan Road; thence N89°55'13"W, 312.99 feet along the south line of said Certified Survey Map; thence N00°04'47"E, 527.00 feet along the west line of said Certified Survey Map; thence S89°45'02"E, 313.00 feet along the north line of said Certified Survey Map, to the Point of Beginning.

Parcel ED-R27 (2730 Ryan Road)

be and the same hereby be assigned the permanent zoning classification of R-1, Single Family Resident District, as set forth in and regulated by the provisions of §14-38 of the De Pere Zoning Code and compliance with the provisions of Chapter 14, De Pere Municipal Code.

Section 2. That the Clerk-Treasurer is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 3. That all other ordinances in conflict herewith are hereby repealed.

Section 4. That this ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4<sup>th</sup> day of December, 2012.

APPROVED:

\_\_\_\_\_  
Michael J. Walsh, Mayor

ATTEST:

\_\_\_\_\_  
Shana L. Defnet, Clerk-Treasurer

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Publish: November 8 and November 15, 2012 in the De Pere Journal (Class 2 Notice)

## NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, December 4, 2012** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on the permanent zoning assignment for the following annexed property:

Parcel ED-R27 is recommended to have the permanent zoning classification of Single Family Residence District (R-1).

A map of the proposed zoning assignment is available through the City of De Pere Planning Department at 335 S. Broadway St., De Pere, WI 54115.

Dated this 8th day of November, 2012.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh  
Mayor

Shana Defnet  
City Clerk-Treasurer

ORDINANCE #12-29

PERMANENT ZONING OF ANNEXED PROPERTY  
(PARCEL ED-D29-1)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed permanent zoning classification for the property described below and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer, having published a Notice of Public Hearing regarding such proposed permanent zoning assignment and, pursuant thereto, a public hearing having been held on the 4<sup>th</sup> day of December, 2012 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

NOW, THEREFORE, the Common Council of the City of De Pere, Wisconsin, do ordain as follows:

Section 1. That the following described property:

Part Lot 1, Volume 24 of Certified Survey Maps, Page 29, Map Number 4016 and part of Government Lot 1, Section 33, T23N, R20E, Town of Ledgeview, Brown County, Wisconsin, more fully described as follows:

Commencing at the East ¼ corner of said Section 33; thence N00°33'04"E, 1332.61 feet on the east line of Government Lot 2 of said Section 33 to the southeast corner of said Lot 1, the **POINT OF BEGINNING**;

thence continuing N00°33'04"E, 542.10 feet on the east line said Government Lot 1 to the southerly right of way Heritage Road; thence N60°23'21"W, 53.83 feet on said southerly right of way to the easterly right of way State Trunk Highway 32/57 (STH "32/57") extended southerly; thence N29°36'26"E, 62.46 feet along said easterly right of way; thence 34.36 feet on the arc of a 2799.93 foot radius curve to the right, having a long chord which bears N29°39'52"E, 34.36 feet on said easterly right of way to said east line of Government Lot 1; thence N00°33'04"E, 248.08 feet on said east line to the northwesterly right of way of STH "32/57"; thence 251.80 feet on the arc of a 2929.93 foot radius curve to the left, having a long chord which bears S31°46'54"W, 251.72 feet on said northwesterly right of way; thence S29°36'26"W, 311.58 feet on said

northwesterly right of way to the southeast corner of lands described in Volume 838, Records, Page 152, Brown County Records; thence on a line perpendicular to the reference line of STH "32/57", S60°23'34"E, 65.00 feet to said reference line; thence S29°36'26"W, 434.39 feet on said reference line to the south line of said Government Lot 1; thence S89°10'56"E, 436.00 feet on said south line to the southeast corner of Lot 1, Volume 24 of Certified Survey Maps, Page 29, Map Number 4016, the Point of Beginning.

Parcel ED-D29-1 (STH 57/Heritage Road)

be and the same hereby be assigned the permanent zoning classification of I-1, Industrial Park District, as set forth in and regulated by the provisions of §14-47 of the De Pere Zoning Code and compliance with the provisions of Chapter 14, De Pere Municipal Code.

Section 2. That the Clerk-Treasurer is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 3. That all other ordinances in conflict herewith are hereby repealed.

Section 4. That this ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4<sup>th</sup> day of December, 2012.

APPROVED:

\_\_\_\_\_  
Michael J. Walsh, Mayor

ATTEST:

\_\_\_\_\_  
Shana L. Defnet, Clerk-Treasurer

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Publish: November 8 and November 15, 2012 in the De Pere Journal (Class 2 Notice)

## NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, December 4, 2012** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on the permanent zoning assignment for the following annexed property:

Parcel ED-D29-1 is recommended to have the permanent zoning classification of Industrial Park District (I-1).

A map of the proposed zoning assignment is available through the City of De Pere Planning Department at 335 S. Broadway St., De Pere, WI 54115.

Dated this 8th day of November, 2012.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh  
Mayor

Shana Defnet  
City Clerk-Treasurer



## **The Celebrate Committee, Inc.**

*Organizers of*

### **Celebrate De Pere**

905 George Street #138 De Pere, WI 54115

[www.celebratedepere.com](http://www.celebratedepere.com)

October 18, 2012

#### **Board of Directors:**

Brenda Gauger  
President  
920-336-9558  
Cell: 920-366-3869

Carl Castelic  
Vice President  
920-227-3364

Gerard Ambrosius  
Treasurer  
920-336-7980  
Cell: 920-362-7900

Kristina Ambrosius  
Treasurer  
Cell: 920-883-9227

Mark Hubert  
Member-at-Large  
Cell: 920-713-1443

Dennis Koltz  
Member-at-Large

Rick Steeber  
Member-at-Large

City of De Pere  
Attn: Parks Board of Directors  
925 S. Sixth Street  
De Pere, WI 54115

Dear Members of the Parks Board;

We, The Celebrate Committee, Inc., organizers of the Celebrate De Pere festival, request the use of Voyageur Park for the Celebrate De Pere 2013 festival.

We would need Voyageur Park on Thursday and Friday, May 23rd and May 24th for setup, May 25th, 26th & 27th for the festival and Tuesday, May 28th for cleanup.

We would honor the same terms and conditions as stipulated in past year agreements.

We also would ask if the Park Board of Directors would again consider waiving the park fees for the 2013 event if we are awarded the use of Voyageur Park.

The Celebrate Committee, Inc. would again like to thank Marty Kosobucki, Don Melichar and the entire Park Staff along with Scott Thoresen and his staff for all their help during the past 2012 festival. They are a pleasure to work with and their dedication has not gone unnoticed and their assistance is greatly appreciated! Also attached is a letter outlining the recipients and the total dollar amount raised from the 2012 Celebrate De Pere festival. If anyone has any questions, we will have a few members from our Board of Directors in attendance at the meeting to answer any questions and/or concerns.

Thanking you in advance for your consideration.

The Celebrate Committee, Inc.



# Memorandum

---

To: Honorable Mayor Walsh and members of the  
City Finance Committee & Common Council

From: Parks, Recreation and Forestry Department

Re: 'Celebrate De Pere' anticipated costs

Date: October 29, 2012

Celebrate De Pere is requesting the City's street department to assist with setting up for their event for 2013. The Parks, Recreation and Forestry Department has assisted the Celebrate De Pere committee in past years in various ways both leading up to and after the Memorial Day weekend celebration. Based on 2012 labor and equipment numbers we anticipate the cost to the department in 2013 to be approximately \$1300.00. This number is based on full & part-time labor and all equipment that is utilized in maintaining and cleaning up before and after the event.

If you have any questions or need any more clarification, please contact Don Melichar or Marty Kosobucki.





## The Celebrate Committee, Inc.

*Organizers of*

### **Celebrate De Pere**

905 George Street #138

De Pere, WI 54115

[www.celebratedepere.com](http://www.celebratedepere.com)

October 18, 2012

**Board of Directors:**

Brenda Gauger

President

920-336-9558

Cell: 920-366-3869

Carl Castelic

Vice President

920-227-3364

Gerard Ambrosius

Treasurer

920-336-7980

Cell: 920-362-7900

Kristina Ambrosius

Treasurer

Cell: 920-883-9227

Mark Hubert

Member-at-Large

Cell: 920-713-1443

Dennis Koltz

Member-at-Large

Rick Steeber

Member-at-Large

City of De Pere

Department of Public Works

Attn: Scott Thoresen, Director of Public Works Department

925 S. Sixth Street

De Pere, WI 54115

Dear Mr. Thoresen:

We, The Celebrate Committee, Inc., in our continuing effort to put on a festival that will showcase our City would like to petition the Public Works Department for the following services for the "Celebrate De Pere" 2013 festival:

1. Put up and take down the fence that surrounds the perimeter of Voyageur Park. The posts and orange fencing are stored at our storage shed (Lawrence Leasing, located on Mid-Valley Drive, De Pere). The install would need to be done on Thursday, May 23rd and Friday, May 24th with take down done on Tuesday, May 28th. We would also ask the Public Works Department to pickup and bring back these materials from our storage shed.
2. We would also need our front gate items and a pallet of electrical items to be delivered to Voyageur Park from our storage shed the morning of Thursday May 23rd and brought back on Tuesday May 28th.
3. Provide trash barrels to Voyageur Park. The Celebrate Committee Inc. will furnish the plastic trash bags.
4. Provide a 55-gallon drum to Voyageur Park to be used to dump any hot coals in.
5. Install the banner over Reid Street. The Celebrate Committee, Inc. will provide the banner. The Celebrate Committee, Inc. will also obtain the necessary permit.
6. We ask that these items be included along with the items that are included in the standard contract we signed with the Parks Department last year.

Members of our staff will be on vacation and available on Thursday, May 23rd, Friday, May 24th and also on Tuesday, May 28th to assist your staff. The Celebrate Committee Inc. would like to thank the Public Works Department and the Parks Department in advance for all their help in making the 2012 a successful event. It was greatly appreciated! Attached is a letter outlining the recipients and dollar amount raised from the 2012 festival.

Thanking you in advance;

The Celebrate Committee, Inc.

*Organizers of "Celebrate De Pere"*

# City of De Pere

## Public Works Department

## Memo

**To:** Honorable Mayor Walsh  
Members of the Finance Committee  
**From:** Scott J. Thoresen, Director of Public Works  
**Date:** October 25, 2012  
**Subject:** Celebrate De Pere

Celebrate De Pere is requesting the City's street department to assist with setting up for their event for 2013.

The estimated costs for the street department is based on the 2013 Union contract wages and was based on set up and take down time we had for the 2012 event:

### Labor:

4 Employees for three (3) days –		
1 – Sign Maintenance Employee	\$25.17 x 24 hrs	\$ 604.08
35% Fringe Benefit	\$ 8.81 x 24 hrs	\$ 211.44
3 – Truck Drivers	\$24.71 x 3 = \$74.13 x 24 hrs	\$1779.12
35% Fringe Benefit	\$8.65 x 3 = \$25.95 x 24 hrs	\$ 622.80
	Total Labor	\$3217.44

### Equipment:

1 – Bobcat for 8 hrs.	\$81.86 x 8 hrs	\$654.88
2 – 1 Ton Dump Trucks for 3 days	\$10.62 x 2 = \$21.24 x 24 hrs	\$509.76
1 – Trailer for 8 hrs.	\$10.70 x 8 hrs	\$ 85.60
	Total Equipment	\$1250.24
	Sub-Total	\$4467.68
10% Administration Fee		<u>\$ 446.77</u>
	TOTAL	<u>\$4914.45</u>

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

## RECOMMENDATIONS

November 13, 2012  
De Pere, Wisconsin

Recommendations to the Honorable Mayor and Members of the Common Council as approved by the Board of Public Works at their duly convened meeting held on Monday, November 12, 2012:

- A. Recommend Approval of the City's Street Department Donation of Services for Celebrate De Pere Event 2013.

Respectfully Submitted,

BOARD OF PUBLIC WORKS

Eric Rakers, P.E.  
City Engineer





## **The Celebrate Committee, Inc.**

*Organizers of*

### **Celebrate De Pere**

905 George Street #138

De Pere, WI 54115

[www.celebratedepere.com](http://www.celebratedepere.com)

October 18, 2012

#### **Board of Directors:**

Brenda Gauger  
President

920-336-9558  
Cell: 920-366-3869

Carl Castelic  
Vice President  
920-227-3364

Gerard Ambrosius  
Treasurer  
920-336-7980  
Cell: 920-362-7900

Kristina Ambrosius  
Treasurer  
Cell: 920-883-9227

Mark Hubert  
Member-at-Large  
Cell: 920-713-1443

Dennis Koltz  
Member-at-Large

Rick Steeber  
Member-at-Large

City of De Pere  
Attn: Members of the City Council  
335 S. Broadway  
De Pere, WI 54115

Dear Council Members;

We, members of "The Celebrate Committee, Inc. Board of Directors" and the organizing committee would like to thank you for your past support regarding the Celebrate De Pere festival. Your support has enabled us to achieve continued success this past year. Attached is a breakdown listing the non-profit recipients and the total dollar amount the 2012 Celebrate De Pere festival raised for the area non-profit groups. The Celebrate Committee, Inc. is again soliciting your support for the 2013 "Celebrate De Pere" Memorial Day weekend festival.

For the 2013 event, The Celebrate Committee, Inc. is asking the City of De Pere to cover the items outlined in the letter addressed to the Department of Public Works along with 50% of the De Pere Police invoice as has been done in past years.

Your support and attention to this matter is greatly appreciated. The Celebrate Committee, Inc. will have members in the audience to answer any questions and/or concerns anyone may have.

Sincerely;  
The Celebrate Committee, Inc.  
*"Organizers of Celebrate De Pere"*



## The Celebrate Committee, Inc.

*Organizers of*

### **Celebrate De Pere**

905 George Street #138

De Pere, WI 54115

[www.celebratedepere.com](http://www.celebratedepere.com)

October 18, 2012

#### **Board of Directors:**

Brenda Gauger

President

920-336-9558

Cell: 920-366-3869

Carl Castelic

Vice President

920-227-3364

Gerard Ambrosius

Treasurer

920-336-7980

Cell: 920-362-7900

Kristina Ambrosius

Treasurer

Cell: 920-883-9227

Mark Hubert

Member-at-Large

Cell: 920-713-1443

Dennis Koltz

Member-at-Large

Rick Steeber

Member-at-Large

#### TO WHOM IT MAY CONCERN:

The following organizations received donations from the proceeds of the 2012 Celebrate De Pere festival:

Altrusa House  
Boy Scout Troop #1038  
CP Center  
City of De Pere  
City of De Pere - Dog Park  
City of De Pere - Rec Scholarship  
De Pere VFW Post 2113  
De Pere VFW Post 2113 Aux.  
De Pere Historical Society  
De Pere Christian Outreach  
De Pere Riverwalk  
Desert Veterans  
EDP & WDP School Grad Bash  
Freedom House Ministries  
Kress Library  
NWTC Criminal Justice Association  
Old Glory Honor Flights  
Rebuilding Together-Green Bay  
Ribbon of Hope Foundation  
Susan G. Komen for the Cure  
Syble Hopp School

The following organizations had tents in the bowl or worked down at the park over the weekend.

Desert Veterans	Tau Kappa Epsilon Fraternity
Hope Lutheran Church	De Pere Lions Club
De Pere Youth Hockey	Brown County Tavern League
De Pere Softball Booster Club	De Pere Wrestling Booster Club
Women of the Moose	West De Pere Women's Soccer
De Pere Volunteer Firefighters	Boy Scout Troop #1038

Total Non-Profit Amount Celebrate De Pere 2012 Raised: \$90,710

**MEMORANDUM****CITY OF DE PERE**

---

**TO:** Common Council  
**FROM:** Ken Pabich  
**RE:** Recommendation from the Plan Commission  
**DATE:** November 27, 2012

---

The Plan Commission recommends approval of the following items which were approved at the November 26, 2012 Plan Commission Meeting.

1. CSM Application for a single lot and single outlot CSM on Innovation Court. Agent: Steve Bieda.
2. Two lot CSM in the Town of Ledgeview on CTH G. Agent: Steve Bieda.
3. Three lot CSM in the Town of Rockland on HWY 57. Agent: Steven Zeitler.
4. Two lot CSM in the Town of Rockland on Old Military Rd. Agent Dennis Reim.

License Committee Recommendations

December 4, 2012

De Pere, Wisconsin

Recommendations to the Honorable Mayor of the Common Council as approved by the License Committee at their duly convened meeting held on December 4, 2012.

1. Application for a "Class A" Liquor License for De Pere Minimart LLC, 821 George Street, De Pere, WI for the licensing period December 5, 2012 to June 30, 2012. Submitted by De Pere Minimart LLC, Agent: Bishnu Adhikari, 1305 Lucerne Drive, #23, Menasha, WI 54952.

Respectfully Submitted,

License Committee  
Shana Defnet  
City Clerk Treasurer

RESOLUTION #12-132

DISALLOWANCE OF CLAIM  
(Alana Cramer)

WHEREAS, Alana Cramer, 728 North Broadway Street, De Pere, Wisconsin 54115, filed a Notice of Claim and Claim with the City Clerk-Treasurer on September 12, 2012; and

WHEREAS such Claim alleges that on September 5, 2012 at approximately 6:00 p.m., the Claimant's vehicle was damaged as it crossed a construction ramp on Fox River Drive in the City of De Pere; and

WHEREAS, the Claimant is seeking repair costs in the amount of \$1,046.30; and

WHEREAS, this matter has been reviewed by Liberty Mutual, the City's liability insurance carrier, which has investigated the same and determined that the construction activities on Fox River Drive on the date of the incident were performed by the Green Bay Metropolitan Sewerage District, not the City of De Pere, and therefore the City is not responsible for the Claimant's damages; and

WHEREAS, City staff has notified the Green Bay Metropolitan Sewerage District of this claim; and

WHEREAS, since the City is not responsible for this incident, Liability Mutual recommends the City deny such claim.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The claim submitted by Alana Cramer 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, Alana Cramer, 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 4<sup>th</sup> day of December, 2012.

APPROVED:

\_\_\_\_\_  
Michael J. Walsh, Mayor

ATTEST:

\_\_\_\_\_  
Shana L. Defnet, Clerk-Treasurer

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

RESOLUTION #12-133

ADOPTING UPDATE TO  
CITY'S COMPREHENSIVE OUTDOOR RECREATION PLAN

WHEREAS, Rettler Corporation has updated the City's Comprehensive Outdoor Recreation Plan; and

WHEREAS, such update is attached hereto and incorporated by reference; and

WHEREAS, this plan has been reviewed by the Board of Park Commissioners and the Plan Commission, both of which recommend adoption thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council adopts the attached Rettler Corporation update to the City's Comprehensive Outdoor Recreation Plan, 2012.

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 4<sup>th</sup> day of December, 2012.

APPROVED:

\_\_\_\_\_  
Michael J. Walsh, Mayor

ATTEST:

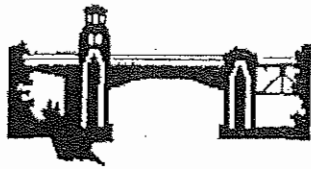
\_\_\_\_\_  
Shana L. Defnet, Clerk-Treasurer

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

A copy of the City of De Pere Comprehensive Outdoor Recreation Plan can be found on the Parks Department page of the City's website ([www.de-pere.org](http://www.de-pere.org)).

Item #3: Review the 2012 City of De Pere Comprehensive Outdoor Recreation Plan. \*



# Memorandum

To: Plan Commission

From: Marty J. Kosobucki, Director of Parks, Recreation and Forestry

Re: Comprehensive Outdoor Recreation Plan

Date: November 12, 2012

Please find a copy of the draft 2012-2017 Comprehensive Outdoor Recreation Plan for the Park and Recreation Department. The Board of Park Commissioners reviewed and has recommended the adoption of the plan being presented to you. Prior to being forwarded to the City Council, we would like the Planning Commission to review and provide comment.

The plan serves two main purposes. The first is to provide the department with a crucial planning document in addressing future needs of the City. Although our City and needs are changing an evolving on a yearly basis, the document gives us needed direction over the next five years. Second, the planning document is also a requirement from the Wisconsin Department of Natural Resources to be eligible for grant funding.

Thank you for your time in reviewing the strategic plan for the Park and Recreation Department. Please feel free to contact me with any of your questions, otherwise I will be present at the meeting to discuss the plan.

## Recommendation

Staff would recommend approval of the plan and that it be forwarded to the City Council.

**\*\* Please note the Plan is provided as a separate document in the packets. For agendas that are download of the City web site the plan can be found under the Parks Department web page.**

## **RESOLUTION #12-134**

### **APPROVING AGREEMENTS RELATED TO WATER SUPPLY FACILITIES**

**WHEREAS**, the City of De Pere purchases water from the Central Brown County Water Authority (the “Authority”) pursuant to a Water Purchase and Sale Contract (the “Contract”) effective November 24, 2003, and subsequently amended on December 20, 2004, November 14, 2007, September 22, 2008, January 5, 2011, and September 24, 2012; and

**WHEREAS**, the City of De Pere and the Authority entered into an Agreement to Design and Construct Pressure Increasing/Reducing Station ("Agreement"), effective August 4, 2004, for the design, construction and ownership of a building or buildings to house the pressure increasing/reducing stations and meter structures related to the Authority's provision of water to the City; and

**WHEREAS**, under that Agreement, the Authority arranged and paid for all or some of the construction, remodeling and/or equipping of a building or buildings to house metering equipment owned by the Authority and pressure increasing/reducing equipment owned by the City; and

**WHEREAS**, under that Agreement, the Authority was to own the portion of the buildings housing the meter equipment owned by the Authority, and the City was to own the portion of the buildings housing the pressure increasing/reducing equipment; and

**WHEREAS**, the buildings ("Connection Station Buildings") contemplated by the Agreement exist and are located at 1451 Biotech Way, De Pere, Wisconsin and 1250 So. Erie Street, De Pere, Wisconsin; and

**WHEREAS**, the City of De Pere and the Authority now desire to terminate their obligations under the Agreement, and have their obligations with respect to the Connection Station Buildings be governed by the amended Water Purchase and Sale Contract; and

**WHEREAS**, in compliance with the amended Water Purchase and Sales Contract, the Authority is to transfer any interest it may have in the Connection Station Buildings to the City, and the City is to assume responsibility for operating and maintaining the Connection Station Buildings in the future; and

**WHEREAS**, the Contract also requires the City of De Pere to provide the Authority with an easement for Authority facilities located on land owned by the City; and

**WHEREAS**, the Authority's water system connects to the City of De Pere's water system at three locations, one of which is located at 1451 Biotech Way, De Pere, Wisconsin, on property owned by the City of De Pere, another of which is located at 1250 S. Erie Street, and the third of which is located at 1220 Mid Valley Drive, De Pere, Wisconsin, on property owned by the Town of Lawrence; and

**WHEREAS**, the Authority, the City of De Pere, and the Town of Lawrence all own water supply facilities located on the City of De Pere's property at 1451 Biotech Way, De Pere, Wisconsin; and

**WHEREAS**, the Authority, the City of De Pere, and the Town of Lawrence also all own water supply facilities located on the Town of Lawrence's property at 1220 Mid Valley Drive, De Pere, Wisconsin; and

**WHEREAS**, it is in the interest of the City of De Pere and the Town of Lawrence to provide each other with reciprocal easements for their water supply facilities located on the property owned by the other.

**NOW THEREFORE, BE IT HEREBY RESOLVED THAT:**

1. The Common Council of the City of De Pere approves the Mutual Consent to Terminate the Agreement to Design and Construct Pressure Increasing/Reducing Station, a copy of which is attached to this Resolution as Attachment A. City officials are authorized to sign the Mutual Consent on behalf of the City.
2. The Common Council of the City of De Pere further approves and accepts the Bill of Sale for the Authority's interest, if any, in the Connection Station Buildings, a copy of which Bill of Sale is attached to this Resolution as Attachment B. City officials are authorized to sign the Bill of Sale on behalf of the City.
3. The Common Council of the City of De Pere grants the Authority an easement for its facilities on property located at 1451 Biotech Way, De Pere, in accordance with the terms set forth in the Easement attached as Attachment C to this Resolution. City officials are authorized to sign the Easement attached to this Resolution as Attachment C, on behalf of the City.
4. The Common Council of the City of De Pere also grants the Town of Lawrence an easement for its facilities on property located at 1451 Biotech Way, De Pere, in accordance with the terms set forth in the Easement attached as Attachment D to this Resolution. City officials are authorized to sign the Easement attached to this Resolution as Attachment D, on behalf of the City.
5. The Common Council of the City of De Pere accepts the terms of the easement to be granted by the Town of Lawrence for the City's facilities located on the Town of Lawrence's property at 1220 Mid Valley Drive, De Pere, Wisconsin, as set forth in the Easement attached as Attachment E to this Resolution. City officials are authorized to sign the Easement attached to this Resolution as Attachment E, on behalf of the City.
6. The easements shall be recorded with the Brown County Register of Deeds.

**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 4<sup>th</sup> day of December, 2012.

APPROVED:

\_\_\_\_\_  
Michael J. Walsh, Mayor

ATTEST:

\_\_\_\_\_  
Shana L Defnet, Clerk-Treasurer

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_



ATTACHMENT A

**MUTUAL CONSENT TO TERMINATE AGREEMENT TO  
DESIGN AND CONSTRUCT PRESSURE INCREASING/REDUCING STATION**

**WHEREAS**, the City of De Pere (the "Customer") purchases water from the Central Brown County Water Authority (the "Authority") pursuant to a Water Purchase and Sale Contract (the "Contract") effective November 24, 2003, and subsequently amended on December 20, 2004, November 14, 2007, September 22, 2008, January 5, 2011, and September 24, 2012; and

**WHEREAS**, the Customer and the Authority entered into an Agreement to Design and Construct Pressure Increasing/Reducing Station ("Agreement"), effective August 4, 2004, for the design, construction and ownership of a building or buildings to house the pressure increasing/reducing stations and meter structures related to the Authority's provision of water to the Customer; and

**WHEREAS**, under that Agreement, the Authority arranged and paid for all or some of the construction, remodeling and/or equipping of a building or buildings to house metering equipment owned by the Authority and pressure increasing/reducing equipment owned by the Customer; and

**WHEREAS**, under that Agreement, the Authority was also to own the portion of the buildings housing the meter equipment owned by the Authority, while the Customer was to own the portion of the buildings housing the pressure increasing/reducing equipment; and

**WHEREAS**, the connection station buildings contemplated by the Agreement now exist and are located at 1451 Biotech Way, De Pere, Wisconsin and 1250 So. Erie Street, De Pere, Wisconsin; and

**WHEREAS**, the Customer and the Authority seek to terminate their obligations under the Agreement, so that their obligations with respect to the connection station buildings going forward will be governed by the amended Water Purchase and Sale Contract.

**NOW THEREFORE**, in consideration of the foregoing recitals, and of the mutual covenants and agreements contained in the amended Water Purchase and Sales Contract, the Customer and Authority mutually agree to the termination of the Agreement to Design and Construct Pressure Increasing/Reducing Station effective as of the date last set forth below.

**CENTRAL BROWN COUNTY  
WATER AUTHORITY**

**CUSTOMER:  
CITY OF DE PERE**

By: \_\_\_\_\_  
Larry Delo, President

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
Randy Trembl, Secretary

\_\_\_\_\_, Clerk

ATTACHMENT B

**BILL OF SALE**

This Bill of Sale ("Bill of Sale") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Central Brown County Water Authority (the "Authority"), and the City of De Pere (the "Customer") (collectively, the "Parties").

**WHEREAS**, the Customer purchases water from the Authority pursuant to a Water Purchase and Sale Contract (the "Contract") effective November 24, 2003, and subsequently amended on December 20, 2004, November 14, 2007, September 22, 2008, January 5, 2011, and September 24, 2012; and

**WHEREAS**, the Customer and the Authority entered into an Agreement to Design and Construct Pressure Increasing/Reducing Station ("Agreement"), effective August 4, 2004, for the design, construction and ownership of a building or buildings to house the pressure increasing/reducing stations and meter structures related to the Authority's provision of water to the Customer; and

**WHEREAS**, under that Agreement, the Authority arranged and paid for all or some of the construction, remodeling and/or equipping of a building or buildings to house metering equipment owned by the Authority and pressure increasing/reducing equipment owned by the Customer; and

**WHEREAS**, under that Agreement, the Authority was also to own the portion of the buildings housing the meter equipment owned by the Authority, while the Customer was to own the portion of the buildings housing the pressure increasing/reducing equipment; and

**WHEREAS**, the buildings ("Connection Station Buildings") contemplated by the Agreement now exists and are located at 1451 Biotech Way, De Pere, Wisconsin and 1250 So. Erie Street, De Pere, Wisconsin; and

**WHEREAS**, the Customer and the Authority have terminated their obligations under the Agreement, so that their obligations with respect to the Connection Station Buildings going forward will be governed by the amended Water Purchase and Sale Contract; and

**WHEREAS**, to comply with the amended Water Purchase and Sale Contract, the Authority is to transfer any interest it may have in the Connection Station Buildings to the Customer, and the Customer is to assume responsibility for operating and maintaining the Connection Station Buildings in the future.

**NOW THEREFORE**, in consideration of the mutual provisions, covenants and agreements contained in this Bill of Sale, and the amended Water Purchase and Sale Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Transfer of Interest in Connection Station Buildings.** Effective as of the date first written above ("Effective Date"), the Authority hereby transfers and conveys to the

ATTACHMENT B

Customer all of Authority's right, title and interest, if any, in and to the Connection Station Buildings, with the exception of the Authority's metering equipment, data control equipment, and other water supply related equipment located in the Connection Station Buildings, which equipment shall remain the property of the Authority. The Customer accepts and assumes responsibility for the Connection Station Buildings.

2. **Limited Warranties.** Authority hereby assigns to the Customer as of the Effective Date all assignable manufacturers' warranties with respect to the Connection Station Buildings, if any, and the Customer accepts and assumes such manufacturers' warranties. Except as provided in this paragraph, the Customer accepts the Connection Station Buildings AS IS, and Authority makes no representation or warranty, expressed or implied, at law or in equity, with respect to the Connection Station Buildings, and specifically disclaims any representations or warranties of any kind or character whatsoever, whether expressed or implied, including, without limitation, any warranty of merchantability or fitness for any particular purpose.

**IN WITNESS WHEREOF**, the Parties have caused this Bill of Sale to be executed by their respective authorized representatives on the date first written above.

**AUTHORITY:**  
**CENTRAL BROWN COUNTY**  
**WATER AUTHORITY**

**THE CUSTOMER:**  
**CITY OF DE PERE**

By: \_\_\_\_\_  
Larry Delo, President

By: \_\_\_\_\_

By: \_\_\_\_\_  
Randy Treml, Secretary

By: \_\_\_\_\_

**STATE OF WISCONSIN )**  
**)ss**  
**BROWN COUNTY )**

**STATE OF WISCONSIN )**  
**)ss**  
**BROWN COUNTY )**

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, the above-named Larry Delo and Randy Treml to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, the above-named \_\_\_\_\_ and \_\_\_\_\_, to me known to be the persons who executed the foregoing instrument in the capacities indicated and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin.  
My commission: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Wisconsin.  
My commission: \_\_\_\_\_

ATTACHMENT C

EASEMENT AGREEMENT

[1451 Biotech Way, De Pere, WI]

Document Number

Document Name

**EASEMENT AGREEMENT** between the City of De Pere, a Wisconsin municipal corporation located in Brown County, Wisconsin ("**Owner**"), and the Central Brown County Water Authority, a Wisconsin joint local water authority and separate municipal corporation located in Brown County, Wisconsin (the "**Authority**").

**BACKGROUND.** Owner is the fee simple owner of certain real property described on Exhibit A and shown on Exhibit B (the "**Property**"). Owner desires to grant to the Authority a permanent easement benefiting the Authority to the portion of the Property shown on Exhibit C (the "**Easement Area**") for the purposes of allowing access to and the placement of certain facilities and equipment upon the Easement Area.

Recording Area

Name and Return Address:

**Lawrie J. Kobza**  
**Boardman & Clark LLP**  
**P.O. Box 927**  
**Madison, WI 53703**

**WD-L492-B-1**

Parcel Identification Number (PIN):

**AGREEMENT.** For good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be bound, the parties agree as follows:

1. **Grant of Easement for Facilities.** Owner hereby grants to the Authority, and the Authority's successors and assigns, a perpetual easement over the Easement Area for the construction, installation, repair, replacement, reconstruction, supplementation, operation, maintenance, and safeguarding of:

- (a) an underground water pipeline and related water supply facilities,
- (b) an underground fiber optic cable,
- (c) the Authority's water meter that measures the volume of potable water delivered to Owner,
- (d) the Authority's supervisory control and data acquisition system,
- (e) any and all current and future underground fixtures, equipment, and appurtenances designated by the Authority for use in connection with the equipment described in Sections 1(a) and 1(b), and

- (f) any and all current and future aboveground fixtures, equipment, and appurtenances designated by the Authority for use in connection with the equipment described in Sections 1(c) and 1(d).

1.1 All of the property described in this Section 1 will be called the "*Authority Facilities*." The property described in Section 1(c), (d) and (f) only will be called the "*Authority Equipment*."

1.2 The easement granted shall be non-exclusive except to the extent provided in Section 5.

2. **Access and Entry to Easement Area.** The Authority and its officers, managers, employees, agents, contractors, and invitees shall have the right to enter upon the Easement Area as reasonably necessary to exercise its rights under this Easement Agreement, including pedestrian and vehicular access.

3. **Maintenance of Easement Area.** Owner shall be solely responsible for maintaining the Property and Easement Area, except as provided in Section 5. Maintenance shall include mowing and plowing the grounds.

4. **Building for Authority Equipment.** Owner agrees to provide, keep, and maintain a building to house the Authority Equipment. The building shall meet the Authority's requirements for construction, size, safety, and security. Currently, the Authority Equipment is housed in the building located on the Easement Area that is identified on Exhibit C as the "*Joint Use Building*." The Authority agrees that the Joint Use Building meets the requirements of this Section 4. Owner agrees to keep and maintain the Joint Use Building in good condition and repair. If the Joint Use Building must be replaced, any replacement building shall meet or exceed the construction, size, safety, and security standards of the current Joint Use Building. The Authority shall pay for a proportionate share of the cost of the building shell, supporting and structural elements, and the basic electrical, heating and plumbing in the replacement building based upon the ratio of the square feet provided for the Authority's use, to the total square footage of the Joint Use Building. If the Authority requests an expansion or upgrade to the Joint Use Building, the Authority shall pay for the cost of that expansion or upgrade.

5. **Exclusive Access Area.** The Authority Equipment shall be located in the portion of the Joint Use Building identified on Exhibit D as the "*Exclusive Access Area*." The Authority shall be responsible for the cost of installing, repairing, replacing, operating, maintaining, and safeguarding the Authority Equipment located in the Exclusive Access Area. Owner shall only be obligated to provide, keep, and maintain the building shell, supporting and structural elements, and any basic electrical panel, heating and plumbing in the Exclusive Access Area. The Authority may separately lock and exclude Owner and others from the Exclusive Access Area. The Authority agrees to provide Owner with access to the Exclusive Access Area for the purpose of making any necessary maintenance or repair to the supporting structure.

6. **Minimization of Interference.** Any person performing any construction, repair, maintenance, or replacement under this Easement Agreement shall do so with diligence and in a manner to minimize interference with the rights granted by this Easement Agreement. Except in cases of emergency, Owner and Authority shall provide written notification of any construction or repair that it may schedule on the Property to the other party at least 5 business days before such work is scheduled.

7. **Restoration and Repair of Easement Area.** The Authority agrees to restore the portions of the Easement Area disturbed by the Authority or its agents, as nearly as is reasonably possible, to the conditions existing prior to the Authority's entry on the Easement Area. Restoration shall not include replacement of any item cleared or removed pursuant to Section 8 below.

8. **Limits on Obstructions in Easement Area.** Owner, for itself, its successors and assigns, agrees not to physically obstruct, disturb, or restrict the Easement Area or the Authority's full use of it, without the Authority's prior written consent. If Owner has not removed any such physical obstruction, disturbance, or restriction within a reasonable time after notice from the Authority, then the Authority shall have the right but not the obligation to do so. In cases of emergency, the Authority may remove any such impediment without notice or opportunity to cure.

9. **Markings.** At its expense, the Authority may establish aboveground marking or signage in the Easement Area to notify or provide information about the presence of the Authority Facilities. The Authority shall provide Owner's representative an opportunity to comment upon the sign and its location.

10. **Protection of Authority Facilities.** Except as provided in Section 12, the Authority and its employees, agents, and representatives shall be solely responsible for protecting and safeguarding all Authority Facilities located in the Easement Area.

11. **Liability Insurance Coverage.** For as long as the Authority is conducting activities on or otherwise accessing the Authority Facilities in the Easement Area, the Authority shall maintain liability insurance coverage to protect against injuries to person or property as a consequence of the Authority's acts or omissions, or the acts or omissions of the Authority's officers, directors, members, managers, employees, affiliates, or agents. The Authority shall carry such insurance in an amount consistent with prudent practice, but not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury or death to any one person, not less than Two Million Dollars (\$2,000,000.00) with respect to bodily injury or death to any persons in any one occurrence, and not less than One Million Dollars (\$1,000,000.00) for property damage to the Easement Area.

12. **Insurance Coverage for Joint Use Building.** Owner shall be responsible for carrying insurance coverage to protect the Joint Use Building and all contents located in or around the

Joint Use Building, including the Authority Equipment. Owner shall carry insurance coverage in an amount consistent with prudent practice. The Authority shall reimburse Owner for the portion of the insurance premium covering the Authority Equipment.

13. **Assignment.** All rights under this Easement shall be freely assignable, in whole or part, from time to time and to one or more assignees. Notice of such assignment shall be given to the other party in writing and the Assignment shall be recorded in the Office of the Register of Deeds for Brown County, but the failure of any party to do so shall not invalidate this Easement Agreement.

14. **Covenants Run with Land.** All of the terms and conditions in this Easement Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Owner and the Authority and their respective successors and assigns. The grantee of all or any part of the Property, by acceptance of a deed, easement, or other conveyance, whether from an original party to this Easement Agreement or from a subsequent owner, shall be conclusively deemed to have assumed and agreed to this Easement Agreement. In the event of any bankruptcy affecting any party hereto, this Easement Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person.

15. **No Merger.** The doctrine of merger of title shall not cause termination of this Easement Agreement.

16. **Governing Law.** The internal laws of the State of Wisconsin govern and control the interpretation and enforcement of this Easement Agreement.

17. **Amendment.** This Easement Agreement may not be changed except by a written document executed and acknowledged by all parties to this Easement Agreement and duly recorded in the office of the Register of Deeds of the County in which the Property is located.

18. **Notices.** All notices to either party to this Easement Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. Either party may change its address for notice by providing written notice to the other party.

19. **Invalidity.** If any term or condition of this Easement Agreement, or the application of this Easement Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Easement Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

20. **Waiver.** None of the rights granted under this Easement Agreement shall be lost by non-use or limited use. No delay or omission by any party in exercising any right or power arising

out of any default under any of the terms or conditions of this Easement Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Easement Agreement.

21. **Enforcement.** Enforcement of this Easement Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement Agreement, either to restrain or prevent the violation or to obtain any other relief. Either party shall be entitled to collect from any person that violates or attempts or threatens or intends to violate this Easement Agreement its reasonable attorney fees incurred in enforcing or protecting its rights under this Easement Agreement.

22. **No Termination.** Notwithstanding any other provision of this Easement Agreement or applicable law that may be to the contrary, no default under this Easement Agreement shall entitle Owner to terminate this Easement Agreement except by order of a court of competent jurisdiction.

OWNER:  By: _____ Name: _____ Title: _____	Subscribed and sworn to before me this ____ day of _____, 2012.  _____ Notary Public, State of Wisconsin My Commission expires: _____
CENTRAL BROWN COUNTY WATER AUTHORITY  By: _____ Name: _____ Title: _____	Subscribed and sworn to before me this ____ day of _____, 2012.  _____ Notary Public, State of Wisconsin My Commission expires: _____

This document drafted by John Starkweather  
Boardman & Clark LLP



**EXHIBIT A—LEGAL DESCRIPTION**

LOT ONE (1), VOL. 52 CERTIFIED SURVEY MAPS, PAGE 9, MAP NO. 7563; SAID MAP BEING PART OF LOT ONE HUNDRED SEVEN (107), ACCORDING TO THE RECORDED PLAT OF WILLIAMS GRANT, IN THE CITY OF DE PERE, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

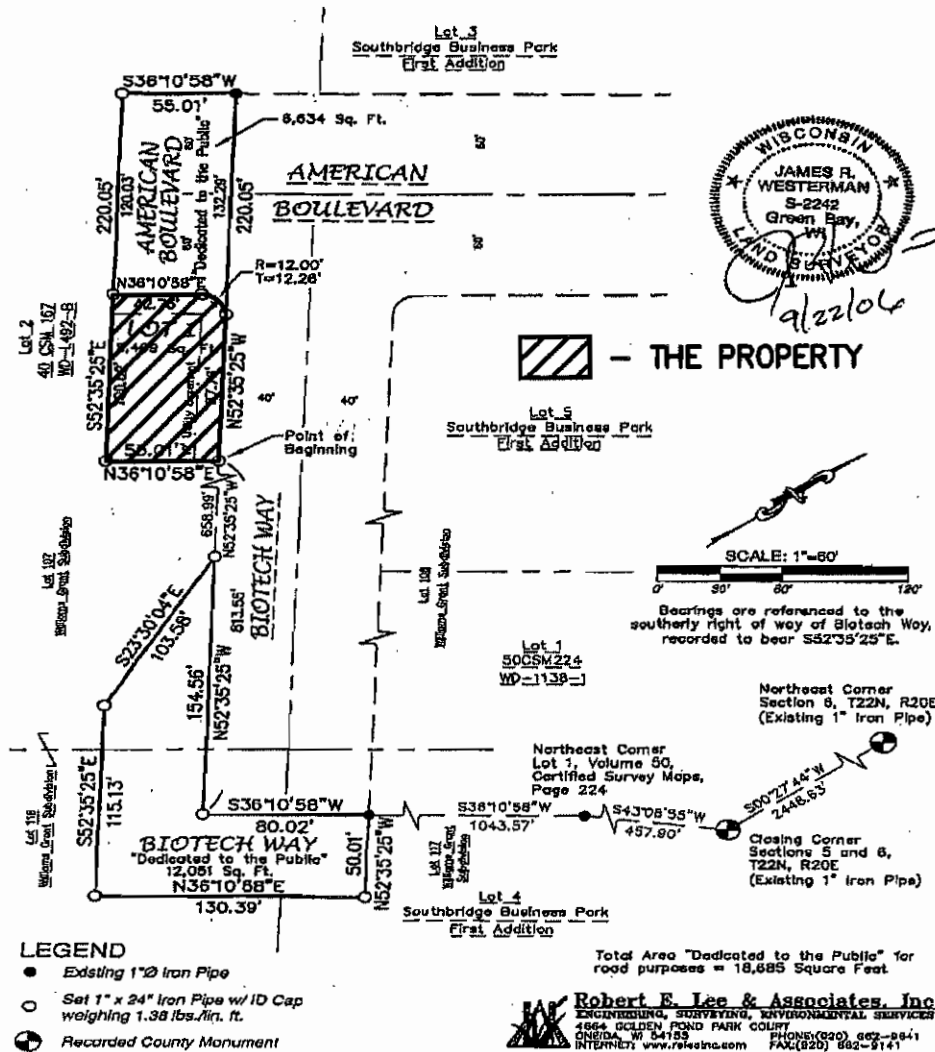
# EXHIBIT B

2277867

## CERTIFIED SURVEY MAP

7563

PART OF LOT 2, VOLUME 40, CERTIFIED SURVEY MAPS, PAGE 167, MAP #6087, BEING PART OF LOTS 107, 117, AND 118, WILLIAMS GRANT SUBDIVISION, T22N, R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN



SHEET 1 OF 3

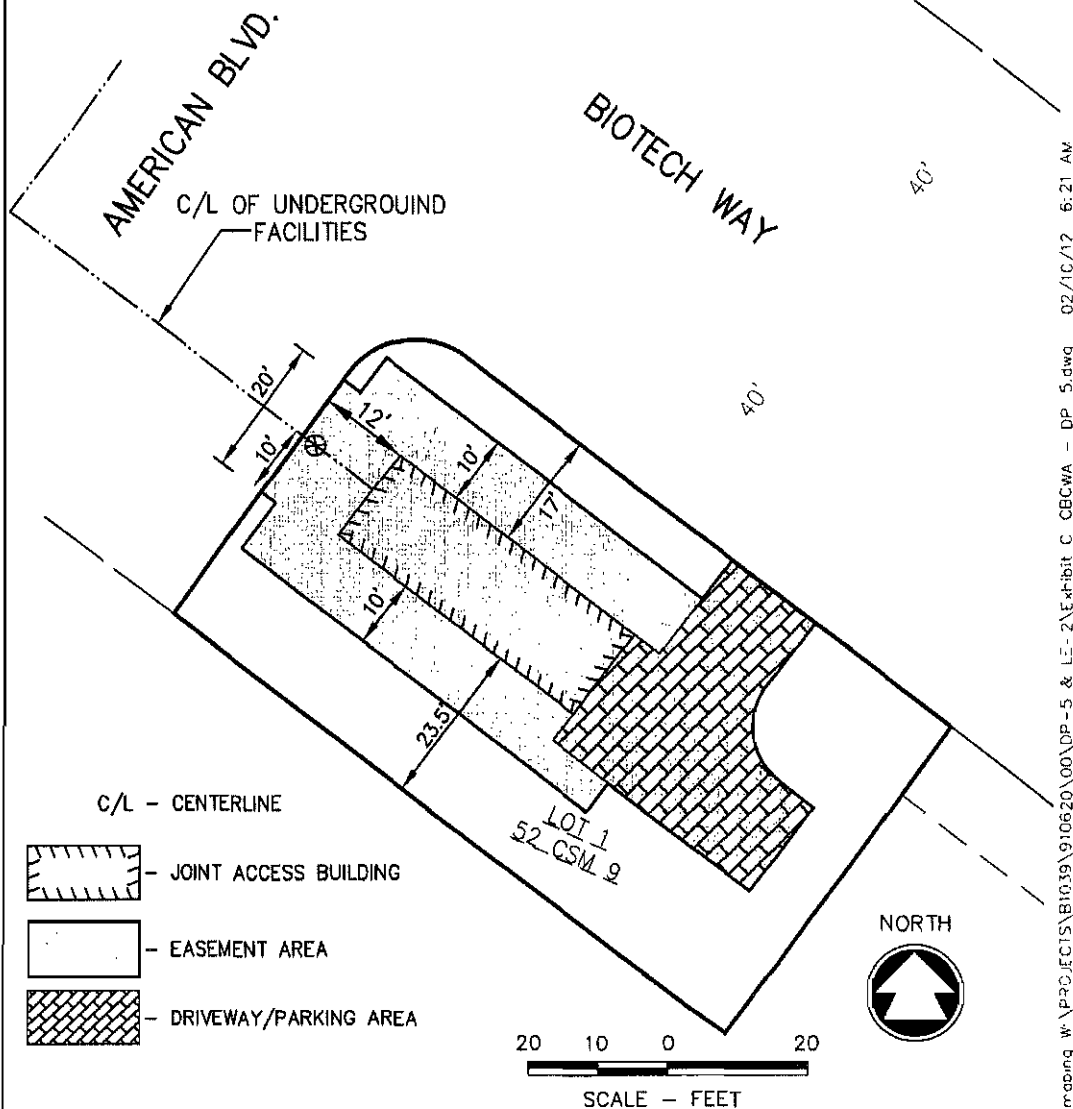
VOL 52 PAGE 9

BROWN COUNTY REGISTER OF DEEDS DOC# 2277867 PG 1

02/10/12 6:21 AM  
DP-5.dwg  
LE-2\Exhibit B - DP-5.dwg  
PROJECTS\B1039\910620\00\DP-5 & LE-2\Exhibit B - DP-5.dwg

## EXHIBIT C

NOTE: THIS EXHIBIT MAP HAS BEEN PREPARED WITH THE USE OF CENTRAL BROWN COUNTY WATER AUTHORITY RECORD DRAWINGS LABELED (CONTRACT "F" REVISED PUMPING AND METERING/PRESSURE ADJUSTING STATIONS) AS CTE PROJECT NO. 40696 PREPARED BY CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC - CONSULTING ENGINEERS CHICAGO, ILLINOIS. NO FIELD MEASUREMENTS WERE PERFORMED BY MCMAHON TO VERIFY ACCURACIES.



**McMAHON**  
ENGINEERS ARCHITECTS

Project No. B1039-910620.00 Date DEC, 2011 Scale 1"=30'  
Drawn By MJA Field Book          Page           
1445 MCMAHON DRIVE NEENAH, WI 54956  
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025  
Tel: (920) 751-4200 Fax: (920) 751-4264

File No.

## EXHIBIT D

NOTE: THIS EXHIBIT MAP HAS BEEN PREPARED WITH THE USE OF CENTRAL BROWN COUNTY WATER AUTHORITY RECORD DRAWINGS LABELED (CONTRACT "F" REVISED PUMPING AND METERING/PRESSURE ADJUSTING STATIONS) AS CTE PROJECT NO. 40696 PREPARED BY CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC - CONSULTING ENGINEERS CHICAGO, ILLINOIS. NO FIELD MEASUREMENTS WERE PERFORMED BY MCMAHON TO VERIFY ACCURACIES.

AMERICAN BLVD.

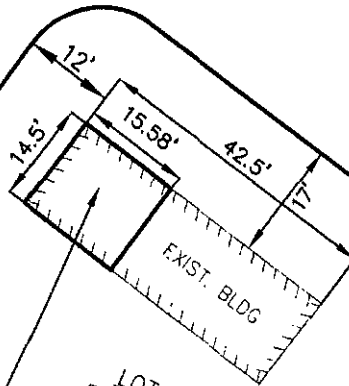
NORTH



BIOTECH WAY

AUTHORITY  
EXCLUSIVE  
ACCESS AREA

20 10 0 20  
SCALE - FEET



**McMAHON**  
ENGINEERS ARCHITECTS

Project No. B1039-910620.00 Date DEC., 2011 Scale 1"=30'  
Drawn By MJA Field Book Page  
1445 McMAHON DRIVE NEENAH, WI 54956  
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025  
Tel: (920) 751-4200 Fax: (920) 751-4284

mobing\_w:\PROJECTS\B1039\910620\00\DP.5 & L1.2\Exhibit D Authority - DP 5.dwg 02/13/12 6:24 AM

File No.

ATTACHMENT D

EASEMENT AGREEMENT

{1451 Biotech Way, De Pere, WI}

Document Number

Document Name

**EASEMENT AGREEMENT** between the City of De Pere, a Wisconsin municipal corporation located in Brown County, Wisconsin ("**Owner**"), and the Town of Lawrence, a Wisconsin township located in Brown County, Wisconsin (the "**Town**").

**BACKGROUND.** Owner is the fee simple owner of certain real property described on Exhibit A and shown on Exhibit B (the "**Property**"). Owner desires to grant to the Town a permanent easement benefiting the Town to the portion of the Property shown on Exhibit C (the "**Easement Area**") for the purposes of allowing access to and the placement of certain facilities and equipment upon the Easement Area.

Recording Area

Name and Return Address:

**Lawrie J. Kobza**  
**Boardman & Clark LLP**  
**P.O. Box 927**  
**Madison, WI 53703**

**WD-L492-B-1**

Parcel Identification Number (PIN):

**AGREEMENT.** For good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be bound, the parties agree as follows:

1. **Grant of Easement for Facilities.** Owner hereby grants to the Town, and the Town's successors and assigns, a perpetual easement over the Easement Area for the construction, installation, repair, replacement, reconstruction, supplementation, operation, maintenance, and safeguarding of:

- (a) an underground water pipeline and related water supply facilities,
- (b) an underground fiber optic cable,
- (c) the Town's equipment for increasing or reducing the pressure of potable water delivered to the Town from the Central Brown County Water Authority,
- (d) the Town's supervisory control and data acquisition system,
- (e) any and all current and future underground fixtures, equipment, and appurtenances designated by the Town for use in connection with the equipment described in Sections 1(a) and 1(b), and

- (f) any and all current and future aboveground fixtures, equipment, and appurtenances designated by the Town for use in connection with the equipment described in Sections 1(c) and 1(d).

1.1 All of the property described in this Section 1 will be called "*Town's Facilities*." The property described in Section 1(c), (d) and (f) only will be called "*Town's Equipment*."

1.2 The easement granted shall be non-exclusive except to the extent provided in Section 5.

2. **Access and Entry to Easement Area.** The Town and its officers, managers, employees, agents, contractors, and invitees shall have the right to enter upon the Easement Area as reasonably necessary to exercise its rights under this Easement Agreement, including pedestrian and vehicular access.

3. **Maintenance of Easement Area.** Owner shall be solely responsible for maintaining the Property and Easement Area, except as provided in Section 5. Maintenance shall include mowing and plowing the grounds.

4. **Building for Town Equipment.** Owner agrees to provide, keep, and maintain a building to house The Town's Equipment. The building shall meet the Town's requirements for construction, size, safety, and security. Currently, the Town's Equipment is housed in the building located on the Easement Area that is identified on Exhibit C as the "*Joint Use Building*." The Town agrees that the Joint Use Building meets the requirements of this Section 4. Owner agrees to keep and maintain the Joint Use Building in good condition and repair. If the Joint Use Building must be replaced, any replacement building shall meet or exceed the construction, size, safety, and security standards of the current Joint Use Building. The Town shall pay for a proportionate share of the cost of the building shell, supporting and structural elements, and the basic electrical, heating and plumbing in the replacement building based upon the ratio of the square feet provided for the Town's use, to the total square footage of the Joint Use Building. If the Town requests an expansion or upgrade to the Joint Use Building, the Town shall pay for the cost of that expansion or upgrade.

5. **Exclusive Access Area.** The Town's Equipment shall be located in the portion of the Joint Use Building identified on Exhibit D as the "*Exclusive Access Area*." The Town shall be responsible for the cost of installing, repairing, replacing, operating, maintaining, and safeguarding the Town's Equipment located in the Exclusive Access Area. Owner shall only be obligated to provide, keep, and maintain the building shell, supporting and structural elements, and any basic electrical panel, heating and plumbing in the Exclusive Access Area. The Town may separately lock and exclude Owner and others from the Exclusive Access Area. The Town agrees to provide Owner with access to the Exclusive Access Area for the purpose of making any necessary maintenance or repair to the supporting structure.

6. **Minimization of Interference.** Any person performing any construction, repair, maintenance, or replacement under this Easement Agreement shall do so with diligence and in a manner to minimize interference with the rights granted by this Easement Agreement. Except in cases of emergency, Owner and the Town shall provide written notification of any construction or repair that it may schedule on the Property to the other party at least 5 business days before such work is scheduled.

7. **Restoration and Repair of Easement Area.** The Town agrees to restore the portions of the Easement Area disturbed by the Town or its agents, as nearly as is reasonably possible, to the conditions existing prior to the Town's entry on the Easement Area. Restoration shall not include replacement of any item cleared or removed pursuant to Section 8 below.

8. **Limits on Obstructions in Easement Area.** Owner, for itself, its successors and assigns, agrees not to physically obstruct, disturb, or restrict the Easement Area or the Town's full use of it, without the Town's prior written consent. If Owner has not removed any such physical obstruction, disturbance, or restriction within a reasonable time after notice from the Town, then the Town shall have the right but not the obligation to do so. In cases of emergency, the Town may remove any such impediment without notice or opportunity to cure.

9. **Markings.** At its expense, the Town may establish aboveground marking or signage in the Easement Area to notify or provide information about the presence of the Town's Facilities. The Town shall provide Owner's representative an opportunity to comment upon the sign and its location.

10. **Protection of Town Facilities.** Except as provided in Section 12, the Town and its employees, agents, and representatives shall be solely responsible for protecting and safeguarding all Town Facilities located in the Easement Area.

11. **Liability Insurance Coverage.** For as long as the Town is conducting activities on or otherwise accessing the Town's Facilities in the Easement Area, the Town shall maintain liability insurance coverage to protect against injuries to person or property as a consequence of the Town's acts or omissions, or the acts or omissions of the Town's officers, directors, members, managers, employees, affiliates, or agents. The Town shall carry such insurance in an amount consistent with prudent practice, but not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury or death to any one person, not less than Two Million Dollars (\$2,000,000.00) with respect to bodily injury or death to any persons in any one occurrence, and not less than One Million Dollars (\$1,000,000.00) for property damage to the Easement Area.

12. **Insurance Coverage for Joint Use Building.** Owner shall be responsible for carrying insurance coverage to protect the Joint Use Building and all contents located in or around the Joint Use Building, including the Town's Equipment. Owner shall carry insurance coverage in an amount consistent with prudent practice. The Town shall reimburse Owner for the portion of the insurance premium covering the Town's Equipment.

13. **Assignment.** All rights under this Easement shall be freely assignable, in whole or part, from time to time and to one or more assignees. Notice of such assignment shall be given to the other party in writing and the Assignment shall be recorded in the Office of the Register of Deeds for Brown County, but the failure of any party to do so shall not invalidate this Easement Agreement.

14. **Covenants Run with Land.** All of the terms and conditions in this Easement Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Owner and the Town and their respective successors and assigns. The grantee of all or any part of the Property, by acceptance of a deed, easement, or other conveyance, whether from an original party to this Easement Agreement or from a subsequent owner, shall be conclusively deemed to have assumed and agreed to this Easement Agreement. In the event of any bankruptcy affecting any party hereto, this Easement Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person.

15. **No Merger.** The doctrine of merger of title shall not cause termination of this Easement Agreement.

16. **Governing Law.** The internal laws of the State of Wisconsin govern and control the interpretation and enforcement of this Easement Agreement.

17. **Amendment.** This Easement Agreement may not be changed except by a written document executed and acknowledged by all parties to this Easement Agreement and duly recorded in the office of the Register of Deeds of the County in which the Property is located.

18. **Notices.** All notices to either party to this Easement Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. Either party may change its address for notice by providing written notice to the other party.

19. **Invalidity.** If any term or condition of this Easement Agreement, or the application of this Easement Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Easement Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

20. **Waiver.** None of the rights granted under this Easement Agreement shall be lost by non-use or limited use. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Easement Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Easement Agreement.



21. **Enforcement.** Enforcement of this Easement Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement Agreement, either to restrain or prevent the violation or to obtain any other relief. Either party shall be entitled to collect from any person that violates or attempts or threatens or intends to violate this Easement Agreement its reasonable attorney fees incurred in enforcing or protecting its rights under this Easement Agreement.

22. **No Termination.** Notwithstanding any other provision of this Easement Agreement or applicable law that may be to the contrary, no default under this Easement Agreement shall entitle Owner to terminate this Easement Agreement except by order of a court of competent jurisdiction.

<p>CITY OF DE PERE</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Subscribed and sworn to before me this ____ day of _____, 2012.</p> <p>_____</p> <p>Notary Public, State of Wisconsin</p> <p>My Commission expires: _____</p>
<p>TOWN OF LAWRENCE</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Subscribed and sworn to before me this ____ day of _____, 2012.</p> <p>_____</p> <p>Notary Public, State of Wisconsin</p> <p>My Commission expires: _____</p>

This document drafted by John Starkweather  
Boardman & Clark LLP

**EXHIBIT A—LEGAL DESCRIPTION**

LOT ONE (1), VOL. 52 CERTIFIED SURVEY MAPS, PAGE 9, MAP NO. 7563; SAID MAP BEING PART OF LOT ONE HUNDRED SEVEN (107), ACCORDING TO THE RECORDED PLAT OF WILLIAMS GRANT, IN THE CITY OF DE PERE, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

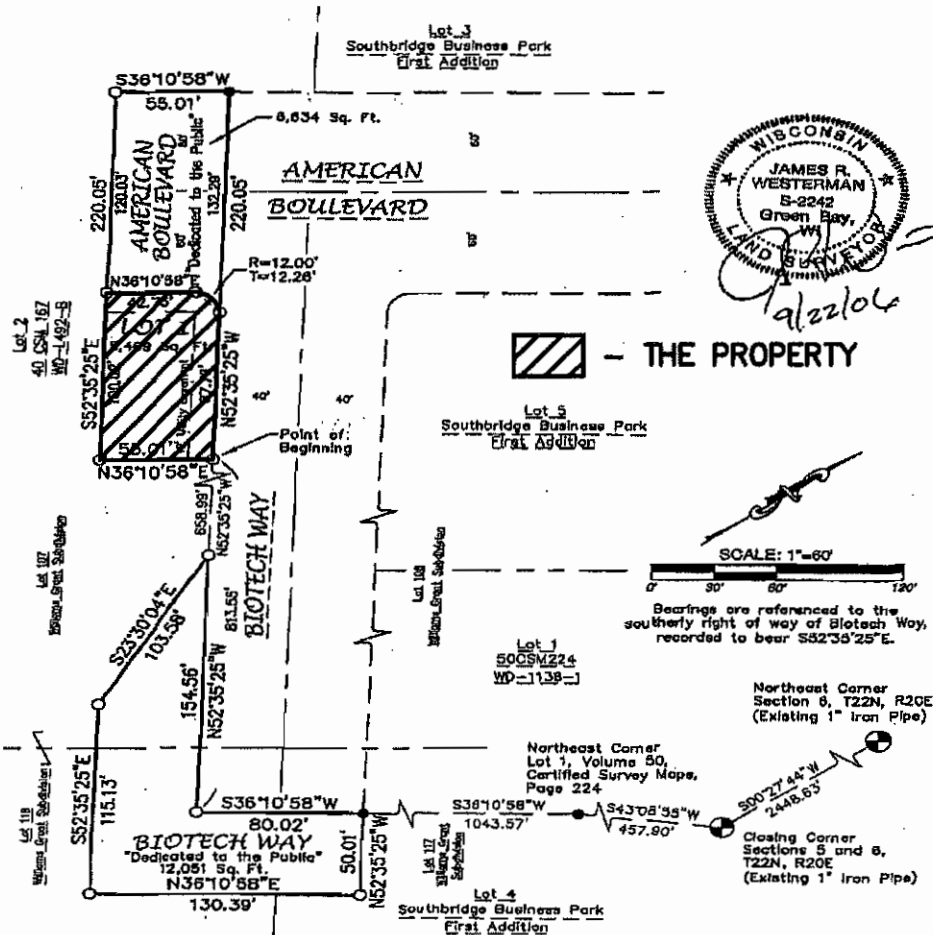
# EXHIBIT B

2277867

## CERTIFIED SURVEY MAP

7563

PART OF LOT 2, VOLUME 40, CERTIFIED SURVEY MAPS, PAGE 167, MAP #6087, BEING PART OF LOTS 107, 117, AND 118, WILLIAMS GRANT SUBDIVISION, T22N, R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN



### LEGEND

- Existing 1" Iron Pipe
- Set 1" x 24" Iron Pipe w/ ID Cap weighing 1.38 lbs./lin. ft.
- ⊙ Recorded County Monument

Total Area "Dedicated to the Public" for road purposes = 18,685 Square Feet



**Robert E. Lee & Associates, Inc.**  
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES  
1664 GOLDEN POND PARK COURT  
OSHTIMA, WI 54153 PHONE: (920) 662-2841  
INTERNET: www.leeinc.com FAX: (920) 662-9141  
File: R:\0400\0404\0404342.dwg\0404342 CSN2\_revd.dwg

SHEET 1 OF 3

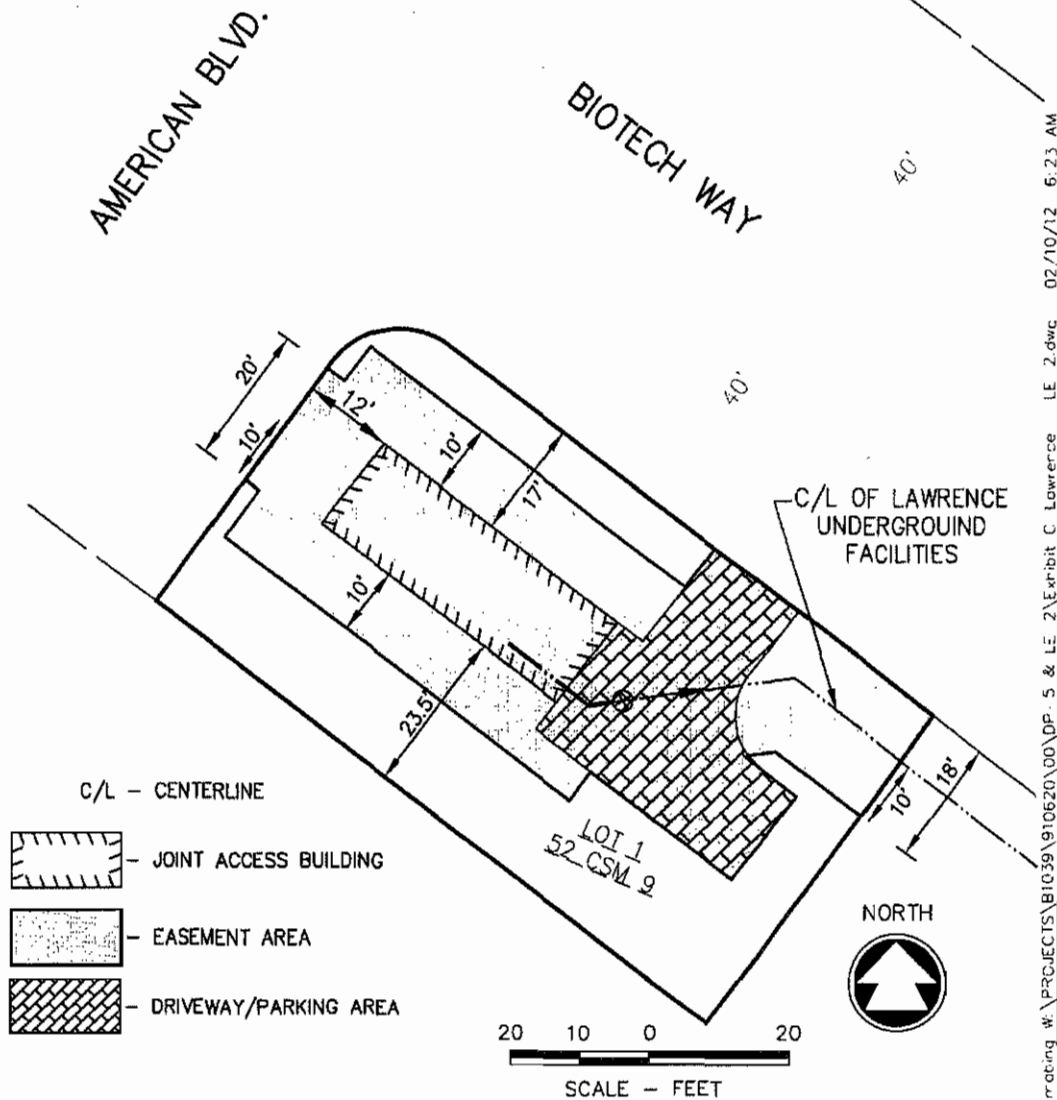
VOL 52 PAGE 9

BROWN COUNTY REGISTER OF DEEDS DOCH 2277867 PG 1

mabing W:\PROJECTS\BIO39\910620\00\DP-5 & LE-2\Exhibit B - DP-5.dwg 02/10/12 6:21 AM

# EXHIBIT C

NOTE: THIS EXHIBIT MAP HAS BEEN PREPARED WITH THE USE OF CENTRAL BROWN COUNTY WATER AUTHORITY RECORD DRAWINGS LABELED (CONTRACT "F" REVISED PUMPING AND METERING/PRESSURE ADJUSTING STATIONS) AS CTE PROJECT NO. 40696 PREPARED BY CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC - CONSULTING ENGINEERS CHICAGO, ILLINOIS. NO FIELD MEASUREMENTS WERE PERFORMED BY MCMAHON TO VERIFY ACCURACIES.



**McMAHON**  
ENGINEERS ARCHITECTS

Project No. B1039-910620.00 Date DEC, 2011 Scale 1"=30'  
Drawn By MJA Field Book Page  
1445 McMAHON DRIVE NEENAH, WI 54956  
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025  
Tel: (920) 751-4200 Fax: (920) 751-4284

File No.

## EXHIBIT D

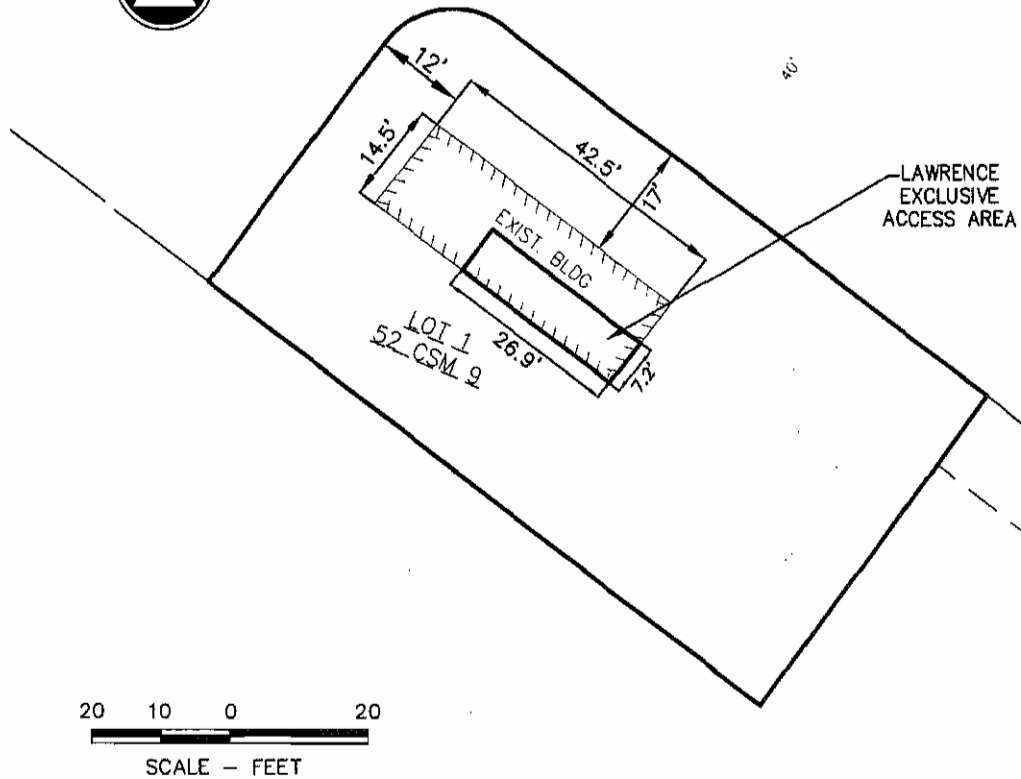
NOTE: THIS EXHIBIT MAP HAS BEEN PREPARED WITH THE USE OF CENTRAL BROWN COUNTY WATER AUTHORITY RECORD DRAWINGS LABELED (CONTRACT "F" REVISED PUMPING AND METERING/PRESSURE ADJUSTING STATIONS) AS CTE PROJECT NO. 40696 PREPARED BY CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC - CONSULTING ENGINEERS CHICAGO, ILLINOIS. NO FIELD MEASUREMENTS WERE PERFORMED BY MCMAHON TO VERIFY ACCURACIES.

AMERICAN BLVD.

NORTH



BIOTECH WAY



making W:\PROJECTS\B1039\910620\00\DP 5 & LE-2\Exhibit D Lawrence - LE-2.dwg 02/10/12 6:25 AM

**McMAHON**  
ENGINEERS ARCHITECTS

Project No. B1039-910620.00 Date DEC., 2011 Scale 1"=30'  
Drawn By MJA Field Book          Page           
1445 McMAHON DRIVE NEENAH, WI 54956  
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025  
Tel: (920) 751-4200 Fax: (920) 751-4284

File No.

ATTACHMENT E

EASEMENT AGREEMENT

[1220 Mid Valley Drive, De Pere, WI]

Document Number

Document Name

**EASEMENT AGREEMENT** between the Town of Lawrence, a Wisconsin township located in Brown County, Wisconsin ("**Owner**"), and the City of De Pere, a Wisconsin municipal corporation located in Brown County, Wisconsin ("**De Pere**").

**BACKGROUND.** Owner is the fee simple owner of certain real property described on Exhibit A and shown on Exhibit B (the "**Property**"). Owner desires to grant to De Pere a permanent easement benefiting De Pere to the portion of the Property shown on Exhibit C (the "**Easement Area**") for the purposes of allowing access to and the placement of certain facilities and equipment upon the Easement Area.

Recording Area

Name and Return Address:

Lawrie J. Kobza  
Boardman & Clark LLP  
P.O. Box 927  
Madison, WI 53703

L-338-1

Parcel Identification Number (PIN):

**AGREEMENT.** For good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be bound, the parties agree as follows:

1. **Grant of Easement for Facilities.** Owner hereby grants to De Pere, and De Pere's successors and assigns, a perpetual easement over the Easement Area for the construction, installation, repair, replacement, reconstruction, supplementation, operation, maintenance, and safeguarding of:

- (a) an underground water pipeline and related water supply facilities,
- (b) an underground fiber optic cable,
- (c) De Pere's equipment for increasing or reducing the pressure of potable water delivered to De Pere from the Central Brown County Water Authority,
- (d) De Pere's supervisory control and data acquisition system,
- (e) any and all current and future underground fixtures, equipment, and appurtenances designated by De Pere for use in connection with the equipment described in Sections 1(a) and 1(b), and

- (f) any and all current and future aboveground fixtures, equipment, and appurtenances designated by De Pere for use in connection with the equipment described in Sections 1(c) and 1(d).

1.1 All of the property described in this Section 1 will be called "*De Pere's Facilities*." The property described in Section 1(c), (d) and (f) only will be called "*De Pere's Equipment*."

1.2 The easement granted shall be non-exclusive except to the extent provided in Section 5.

2. **Access and Entry to Easement Area.** De Pere and its officers, managers, employees, agents, contractors, and invitees shall have the right to enter upon the Easement Area as reasonably necessary to exercise its rights under this Easement Agreement, including pedestrian and vehicular access.

3. **Maintenance of Easement Area.** Owner shall be solely responsible for maintaining the Property and Easement Area, except as provided in Section 5. Maintenance shall include mowing and plowing the grounds.

4. **Building for District Equipment.** Owner agrees to provide, keep, and maintain a building to house De Pere's Equipment. The building shall meet De Pere's requirements for construction, size, safety, and security. Currently, De Pere's Equipment is housed in the building located on the Easement Area that is identified on Exhibit C as the "*Joint Use Building*." De Pere agrees that the Joint Use Building meets the requirements of this Section 4. Owner agrees to keep and maintain the Joint Use Building in good condition and repair. If the Joint Use Building must be replaced, any replacement building shall meet or exceed the construction, size, safety, and security standards of the current Joint Use Building. De Pere shall pay for a proportionate share of the cost of the building shell, supporting and structural elements, and the basic electrical, heating and plumbing in the replacement building based upon the ratio of the square feet provided for De Pere's use, to the total square footage of the Joint Use Building. If De Pere requests an expansion or upgrade to the Joint Use Building, De Pere shall pay for the cost of that expansion or upgrade.

5. **Exclusive Access Area.** De Pere's Equipment shall be located in the portion of the Joint Use Building identified on Exhibit D as the "*Exclusive Access Area*." De Pere shall be responsible for the cost of installing, repairing, replacing, operating, maintaining, and safeguarding De Pere's Equipment located in the Exclusive Access Area. Owner shall only be obligated to provide, keep and maintain the building shell, supporting and structural elements, and any basic electrical panel, heating and plumbing in the Exclusive Access Area. De Pere may separately lock and exclude Owner and others from the Exclusive Access Area. De Pere agrees to provide Owner with access to the Exclusive Access Area for the purpose of making any necessary maintenance or repair to the supporting structure.

6. **Minimization of Interference.** Any person performing any construction, repair, maintenance, or replacement under this Easement Agreement shall do so with diligence and in a manner to minimize interference with the rights granted by this Easement Agreement. Except in cases of emergency, Owner and De Pere shall provide written notification of any construction or repair that it may schedule on the Property to the other party at least 5 business days before such work is scheduled.

7. **Restoration and Repair of Easement Area.** De Pere agrees to restore the portions of the Easement Area disturbed by De Pere or its agents, as nearly as is reasonably possible, to the conditions existing prior to De Pere's entry on the Easement Area. Restoration shall not include replacement of any item cleared or removed pursuant to Section 8 below.

8. **Limits on Obstructions in Easement Area.** Owner, for itself, its successors and assigns, agrees not to physically obstruct, disturb, or restrict the Easement Area or De Pere's full use of it, without De Pere's prior written consent. If Owner has not removed any such physical obstruction, disturbance, or restriction within a reasonable time after notice from De Pere, then De Pere shall have the right but not the obligation to do so. In cases of emergency, De Pere may remove any such impediment without notice or opportunity to cure.

9. **Markings.** At its expense, De Pere may establish aboveground marking or signage in the Easement Area to notify or provide information about the presence of De Pere's Facilities. De Pere shall provide Owner's representative an opportunity to comment upon the sign and its location.

10. **Protection of District Facilities.** Except as provided in Section 12, De Pere and its employees, agents, and representatives shall be solely responsible for protecting and safeguarding all District Facilities located in the Easement Area.

11. **Liability Insurance Coverage.** For as long as De Pere is conducting activities on or otherwise accessing De Pere's Facilities in the Easement Area, De Pere shall maintain liability insurance coverage to protect against injuries to person or property as a consequence of De Pere's acts or omissions, or the acts or omissions of De Pere's officers, directors, members, managers, employees, affiliates, or agents. De Pere shall carry such insurance in an amount consistent with prudent practice, but not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury or death to any one person, not less than Two Million Dollars (\$2,000,000.00) with respect to bodily injury or death to any persons in any one occurrence, and not less than One Million Dollars (\$1,000,000.00) for property damage to the Easement Area.

12. **Insurance Coverage for Joint Use Building.** Owner shall be responsible for carrying insurance coverage to protect the Joint Use Building and all contents located in or around the Joint Use Building, including De Pere's Equipment. Owner shall carry insurance coverage in an amount consistent with prudent practice. De Pere shall reimburse Owner for the portion of the insurance premium covering De Pere's Equipment.



13. **Assignment.** All rights under this Easement shall be freely assignable, in whole or part, from time to time and to one or more assignees. Notice of such assignment shall be given to the other party in writing and the Assignment shall be recorded in the Office of the Register of Deeds for Brown County, but the failure of any party to do so shall not invalidate this Easement Agreement.

14. **Covenants Run with Land.** All of the terms and conditions in this Easement Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Owner and De Pere and their respective successors and assigns. The grantee of all or any part of the Property, by acceptance of a deed, easement, or other conveyance, whether from an original party to this Easement Agreement or from a subsequent owner, shall be conclusively deemed to have assumed and agreed to this Easement Agreement. In the event of any bankruptcy affecting any party hereto, this Easement Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person.

15. **No Merger.** The doctrine of merger of title shall not cause termination of this Easement Agreement.

16. **Governing Law.** The internal laws of the State of Wisconsin govern and control the interpretation and enforcement of this Easement Agreement.

17. **Amendment.** This Easement Agreement may not be changed except by a written document executed and acknowledged by all parties to this Easement Agreement and duly recorded in the office of the Register of Deeds of the County in which the Property is located.

18. **Notices.** All notices to either party to this Easement Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. Either party may change its address for notice by providing written notice to the other party.

19. **Invalidity.** If any term or condition of this Easement Agreement, or the application of this Easement Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Easement Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

20. **Waiver.** None of the rights granted under this Easement Agreement shall be lost by non-use or limited use. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Easement Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Easement Agreement.

21. **Enforcement.** Enforcement of this Easement Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement Agreement, either to restrain or prevent the violation or to obtain any other relief. Either party shall be entitled to collect from any person that violates or attempts or threatens or intends to violate this Easement Agreement its reasonable attorney fees incurred in enforcing or protecting its rights under this Easement Agreement.

22. **No Termination.** Notwithstanding any other provision of this Easement Agreement or applicable law that may be to the contrary, no default under this Easement Agreement shall entitle Owner to terminate this Easement Agreement except by order of a court of competent jurisdiction.

OWNER:  By: _____ Name: _____ Title: _____	Subscribed and sworn to before me this ____ day of _____, 2012.  _____ Notary Public, State of Wisconsin My Commission expires: _____
CITY OF DE PERE  By: _____ Name: _____ Title: _____	Subscribed and sworn to before me this ____ day of _____, 2012.  _____ Notary Public, State of Wisconsin My Commission expires: _____

This document drafted by John Starkweather  
Boardman & Clark LLP

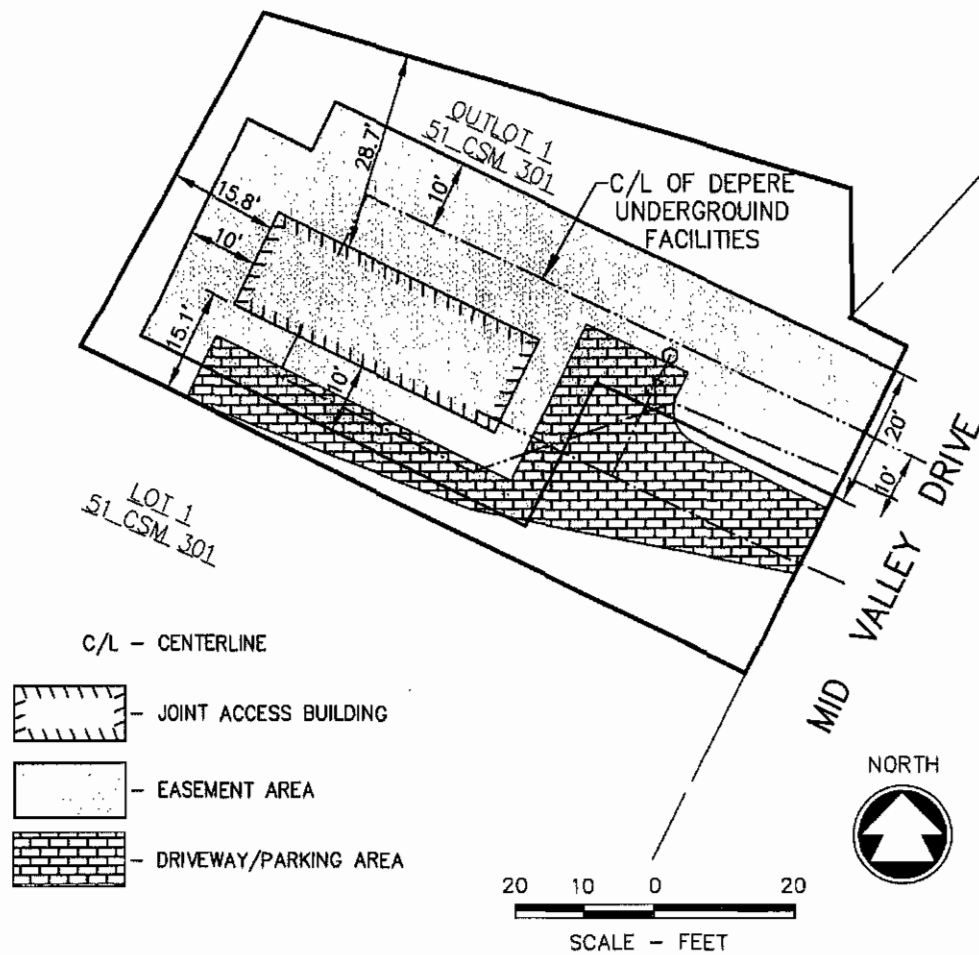
**EXHIBIT A—LEGAL DESCRIPTION**

OUTLOT ONE (1), VOL. 51 CERTIFIED SURVEY MAPS, PAGE 301, MAP NO. 7539; SAID MAP BEING PART OF LOTS ONE HUNDRED TWENTY-THREE (123) AND ONE HUNDRED TWENTY-FOUR (124), ACCORDING TO THE RECORDED PLAT OF ASSESSOR'S SUBDIVISION OF NICOLET, IN THE TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.



## EXHIBIT C

NOTE: THIS EXHIBIT MAP HAS BEEN PREPARED WITH THE USE OF CENTRAL BROWN COUNTY WATER AUTHORITY RECORD DRAWINGS LABELED (CONTRACT "F" REVISED PUMPING AND METERING/PRESSURE ADJUSTING STATIONS) AS CTE PROJECT NO. 40696 PREPARED BY CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC - CONSULTING ENGINEERS CHICAGO, ILLINOIS. NO FIELD MEASUREMENTS WERE PERFORMED BY MCMAHON TO VERIFY ACCURACIES.



**McMAHON**  
ENGINEERS ARCHITECTS

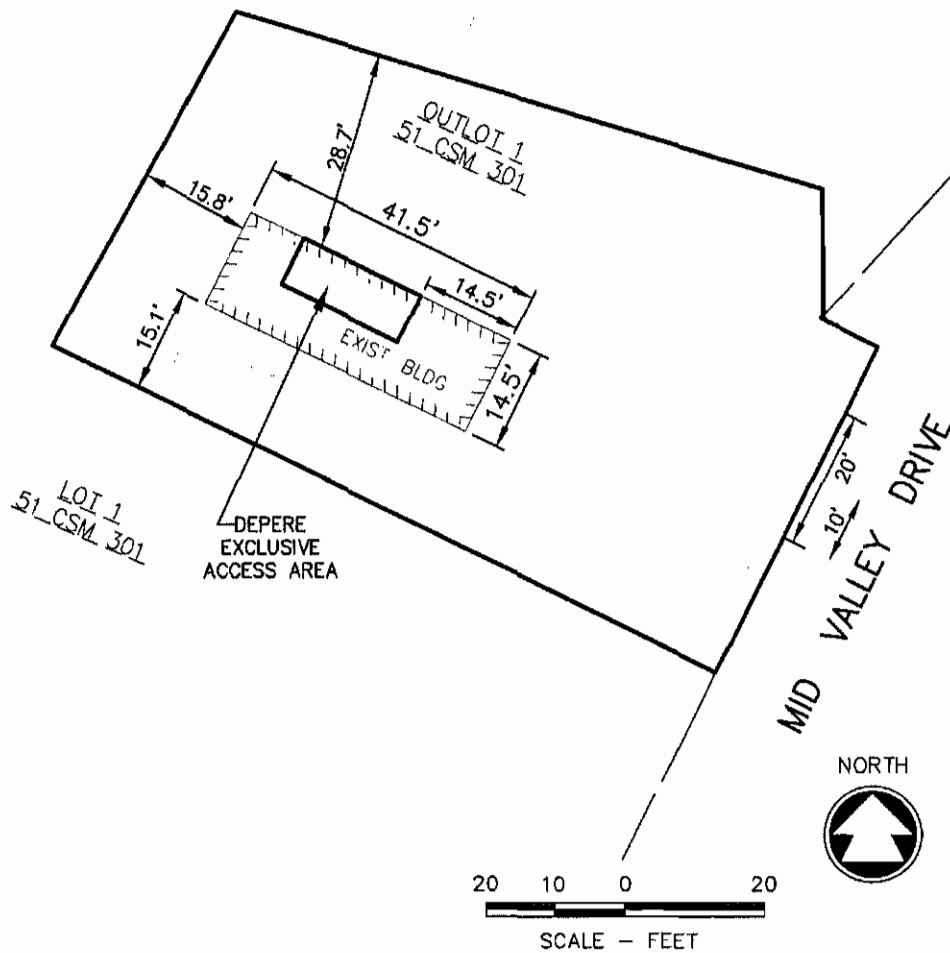
Project No. 81039-910620.00 Date DEC., 2011 Scale 1"=30'  
Drawn By MJA Field Book            Page             
1445 McMAHON DRIVE NEENAH, WI 54956  
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025  
Tel: (920) 751-4200 Fax: (920) 751-4284

mating w. PROJECTS\B1039\910620\30\DP 3 & L E 1\Exhibit C-lawrence - E.L. - .dwg 02/10/12 6:16 AM

File No.

## EXHIBIT D

NOTE: THIS EXHIBIT MAP HAS BEEN PREPARED WITH THE USE OF CENTRAL BROWN COUNTY WATER AUTHORITY RECORD DRAWINGS LABELED (CONTRACT "F" REVISED PUMPING AND METERING/PRESSURE ADJUSTING STATIONS) AS CTE PROJECT NO. 40696 PREPARED BY CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC - CONSULTING ENGINEERS CHICAGO, ILLINOIS. NO FIELD MEASUREMENTS WERE PERFORMED BY MCMAHON TO VERIFY ACCURACIES.



**McMAHON**  
ENGINEERS ARCHITECTS

Project No. B1039-910620.00 Date DEC, 2011 Scale 1"=30'  
Drawn By MJA Field Book          Page           
1445 McMAHON DRIVE NEENAH, WI 54956  
Mailing: P.O.BOX 1025 NEENAH, WI 54957-1025  
Tel: (920) 751-4200 Fax: (920) 751-4284

mahing w:\PROJECTS\B1039\910620\00\DP-3 & LE-1\Exhibit D Lawrence E .dwg 02/09/12 3:04 PM

File No.

RESOLUTION #12-135

AUTHORIZING DIVISION OF PUBLIC HEALTH CONTRACT AGREEMENT  
DPH CONTRACT #21731

WHEREAS, the City of De Pere is eligible for and has received funding from the State of Wisconsin Division of Public Health of the Department of Health and Family services, funding in an amount not to exceed \$2,514 in 2013 for the following programs:

- Preventative Health and Health Services

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the Division of Public Health Contract Agreement #21731 (Exhibit A) together with subsequent renewals thereof provided the terms and conditions are substantively similar.

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 4<sup>th</sup> day of December, 2012.

APPROVED:

---

Michael J. Walsh, Mayor

ATTEST:

---

Shana L. Defnet, Clerk-Treasurer

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

**DIVISION OF PUBLIC HEALTH  
CONTRACT AGREEMENT  
DPH CONTRACT #21731**

**Contract Preamble**

This Contract Agreement is entered into for the period **January 1, 2012 through August 31, 2013**, by and between the State of Wisconsin represented by its Division of Public Health of the Department of Health Services, whose principal business address is One West Wilson Street, PO Box 2659, Madison WI 53701-2659, hereinafter referred to as Contractor, and **De Pere Department of Public Health**, whose principal business address is 335 South Broadway De Pere, WI 54115-2593, hereinafter referred to as Contractee.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**I. SERVICES TO BE PROVIDED**

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

**II. CONTRACT ADMINISTRATION**

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

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

**III. COST OF SERVICES**

The Contractor agrees to pay the Contractee in accordance with the terms and conditions of this Contract Agreement, an amount not to exceed **\$2,514**. This amount is contingent upon receipt of sufficient funds by the Contractor.

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

**IV. PAYMENT FOR SERVICES**

- A. The Contractor, following execution of this Contract Agreement, but not prior to the first day of the contract period, may pay to the Contractee one month's estimated operating costs of the Contract amount for each of the first three months of this Agreement. If such prepayments are made, these prepayments may be recovered from future payments due the Contractee under this Agreement.



B. Payments will be made monthly based on expense reports submitted by the Contractee on the DES F-80862 CARS Expenditure Report. Claims for reimbursement of allowable costs shall be submitted to the Department not later than the fifteenth (15th) day of the month following the month in which costs are incurred. The Contractee shall report, by Contractor assigned profile number, all allowable costs plus any required matching funds stipulated in the reporting instructions for this Contract which are incorporated by reference. See DHS Allowable Cost Policy Manual that is available for viewing at: <http://www.dhs.wisconsin.gov/grants/Administration/AllowableCost/ACPM.htm>.

C. The Contractee shall submit the request for reimbursement (DES F-80862) to:

Department of Health Services  
BFS/CARS Unit, DES  
PO Box 7850  
Madison WI 53707-7850

D. Expense Reports received timely (by the 15<sup>th</sup> of the month) will be reviewed and processed by the 20<sup>th</sup> of the following month.

E. All Payments will be made as electronic funds transfer. Non-municipalities (Non-Profit, UW Departments, other state agencies) will receive their deposit on the 1<sup>st</sup> of the month or the first banking day following the scheduled payment date, whichever is later. Municipalities (counties, cities, villages) will receive their deposit on the 5<sup>th</sup> of the month or the first banking day following the scheduled payment date, whichever is later. CARS agency reports are available not less than five days prior to the scheduled payment date at the following website and should be reviewed and/or printed each month for each agency type to reconcile to the electronic funds transfer deposited into your account.  
<http://apps.health.wisconsin.gov/cars/GetIndexServlet>

F. Payments made to the Contractee, including prepayments made in accordance with the preceding Item A and expense reimbursement shall not exceed the total Agreement amount.

G. If the Contractor determines, after notice to the Contractee and opportunity to respond, that payments were made that exceeded allowable costs, the Contractee shall refund the amount determined to be in excess within 30 days of invoicing or notification by the Department. The Contractor may, at its sole discretion, effectuate such refund by withholding money from future payments due the Contractee at any time during or after the Contract period. The Contractor also may recover such funds by any other legal means.

## **V. PROGRAM REPORTING**

A. The Contractee shall comply with the program reporting requirements of the Contractor as specified during the negotiation process and as stated in Exhibits I and II of this Contract Agreement. The required reports shall be forwarded to the Contractor's Contract Administrator according to the schedule as specified in Exhibits I and II.

B. Failure to submit the reports specified in the reporting instructions may result in the Contractor rendering liquidated damages pursuant to Section XVII of this contract.

## **VI. STATE AND FEDERAL RULES AND REGULATIONS**

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

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

C. The Contractee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which prohibits tobacco smoke in any portion of a facility owned or leased or contracted for by an entity

which receives Federal funds, either directly or through the State, for the purpose of providing services to children under the age of 18.

#### D. Affirmative Action Plan

1. As required by Wisconsin's Contract Compliance Law (s. 16.765, Wis. Stat.), every Contractee contracting with the Contractor must agree to equal employment and affirmative action policies and practices in its employment programs. The Contractee must submit an Affirmative Action Plan to the Contractor in accordance with the Wisconsin Office of Contract Compliance instructions posted on the following website: <http://vendornet.state.wi.us/vendornet/contract/contcom.asp>.
2. An Affirmative Action Plan is required from a Contractee who receives a state contract over \$50,000 AND who has a workforce of twenty-five (25) or more employees as of the award date, unless the Contractee is exempt by established criteria. The plan is due to the Contractor within fifteen (15) working days of the award date of the Contractee's contract. The plan must have been prepared or revised not more than one year prior to the award date of the contract. Universities, other states, and local governments, except those of the State of Wisconsin who receive state or federal contracts over \$50,000, must submit Affirmative Action Plans in the same manner as other Contractees.
3. The Contractee must submit its affirmative Action plan or request for exemption from filing an affirmative action plan in accordance to the Wisconsin Office of Contract Compliance within fifteen (15) working days to:

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

#### E. Civil Rights Compliance

1. In agreements for the provision of services to clients, the Contractee must comply with all Federal Civil Rights laws applicable to service delivery requirements. All Contractees must submit a Civil Rights Compliance Letter of Assurance within fifteen (15) working days of the award date of the Contract Agreement in accordance with the procedures outline on the following website: <http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm>.
2. The Contractee agrees that it will comply with all Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Health Service Act, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Omnibus Reconciliation Act of 1981, the American with Disabilities Act (ADA) of 1990, the Wisconsin Fair Employment Act and applicable amendments and other Federal Civil Rights laws listed in the Civil Rights Compliance Plan. If the Contractee complied with the Contractor's CRR Plan requirements during the previous year for a contract that covers the applicable compliance period, the Contractee is deemed to be in compliance for the applicable period.
3. No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of race, color, national origin, sexual orientation, religion, sex, disability or age (USDA-FNS program funding protects political belief or political affiliation when Food Stamp Act funding is received). This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees of the Contractee are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.
4. No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or team of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or

ancestry, disability or association with a person with a disability, arrest or conviction record, marital status, political affiliation, or military participation, unfair honesty testing and genetic testing, and use or non-use of lawful products outside of working hours. Unless otherwise exempted under Executive Order 11246, as amended, and Section 503 of the Rehabilitation of 1973, or if the Contractee is considered to be a Federal Contractor, the Contractee assures that it will comply with these requirements. All employees of the Contractee are expected to support goals and programmatic activities relating to non-discrimination in employment.

5. The Contractee shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the Limited English Proficiency Coordinator when the Contractee is engaged in the provision of service delivery. The discrimination complaint process must be posted in conspicuous places available to applicants and recipients of services, and applicants for employment and employees. The complaint process will be according to the Contractor's standards and the Contractee shall post the complaint process notice translated into the major primary languages of the Limited English Proficient participants in their service area. The notice will announce the availability of free oral interpretation of services if needed. The Contractee shall not request interpretation services from family members, friends and minors. However, the participant may request a family member or friend to serve as interpreter. Under no circumstance will a minor be allowed to serve as interpreter.
  6. The Contractee agrees to comply with the Contractor's guidelines for ensuring Access and Equal Opportunity in Service Delivery and Employment by Recipients of Federal and State Funded Programs, Services and Activities issued by the State of Wisconsin, Department of Health Services, Department of Children and Families and Department of Workforce Development; which can be found on the following website: <http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm>.
  7. Requirements herein stated apply to any subcontracts or grants. The Contractee has primary responsibility to take constructive steps to ensure the compliance of its subcontractors. However, where the Contractor has a direct contract with another Contractee's subcontractor, the Contractee need not obtain a Subcontractee Civil Rights Compliance Plan or monitor that subcontractor.
  8. The Contractor will monitor the Civil Rights Compliance of the Contractee. The Contractor may conduct reviews to ensure that the Contractee is ensuring compliance by its subcontractees according to guidelines in the State of Wisconsin Department of Workforce Development, Department of Children and Families and Department of Health Services most recent Civil Rights Compliance Plan requirements. The Contractee agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by Contractee, as well as interviews with staff, clients, and applicants for services, subcontractors, providers, and referral agencies. The reviews will be conducted according to Department procedures. The Contractor will also conduct reviews to address immediate concerns of complainants.
  9. Where the Contractor has a direct contract with another Contractee's subcontractor, the Contractee need not monitor the Subcontractee's compliance with the Civil Rights Compliance Plan.
  10. The Contractee agrees to cooperate with the Contractor in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.
- F. The Contractee agrees that it will:
1. hire staff with special translation or sign language skills and/or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or speech or hearing-impaired clients at no cost to the client;
  2. provide reasonable accommodations or language assistance to the client during the application process, in the receipt of services, and in the processing of complaints or appeals;
  3. train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics;

4. make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually or cognitively impaired;
5. post and/or make available informational materials in languages and formats appropriate to the needs of the client population.

## **VII. PRIVACY AND CONFIDENTIAL INFORMATION**

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

## **VIII. SUBCONTRACTS**

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

## **IX. GENERAL PROVISIONS**

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

## **X. ACCOUNTING REQUIREMENTS**

- A. For Contract Agreements of twenty-five thousand dollars (\$25,000) or more, the Contractee shall maintain a uniform double entry, full accrual accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. (See DHS' Allowable Cost Policy Manual, available upon request from the Contract Administrator or from the Audit Section, Office of the Inspector General, Department of Health Services, One West Wilson Street, PO Box 309, Madison WI 53701-0309.)
- B. For Contract Agreements of less than twenty-five thousand dollars (\$25,000), the Contractee shall at least maintain a simplified double entry bookkeeping system as defined in the Department's Allowable

#### Cost Policy Manual.

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

### **XI. CHANGES IN ACCOUNTING PERIOD**

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

### **XII. PROPERTY MANAGEMENT REQUIREMENTS**

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

### **XIII. AUDIT REQUIREMENTS**

- A. Requirement to Have an Audit: Unless waived by the Contractor, the Contractee shall submit an annual audit to the Contractor if the total amount of annual funding provided by the Contractor (from any and all of its Divisions taken collectively) through this and other contracts is \$25,000 or more. In determining the amount of annual funding provided by the Contractor, the Contractee shall consider both: (a) funds provided through direct contracts with the Contractor; and (b) funds from the Contractor passed through another agency which has one or more contracts with the Contractee.

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

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

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

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

#### **XIV. OTHER ASSURANCES**

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

#### **XV. RECORDS**

- A. The Contractee shall maintain both written and electronic records as required by State and Federal law and as required by program policies. Records shall be maintained using accepted filing practices to allow for ready access.
- B. The Contractee and its subcontractees shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of the Contractor's records that the Contractee accesses to provide services under this Contract Agreement.
- C. The Contractee shall maintain and retain such records and financial statements for six (6) years from the closeout of the contract in accordance with DHS retention period for Grant Management Records. In addition, records for periods which are under audit or subject to dispute or litigation **MUST BE RETAINED** until the audit/dispute/litigation, and any associated appeal periods have ended.



- D. The use or disclosure by any individual, of any information, for any purpose not connected with the administration of the Grantee's or the Grantor's responsibilities under this contract, is prohibited, except with the INFORMED, written consent of the eligible individual or the individual's legal guardian.
- E. The Contractee, upon the Contractor's request, will transfer records under this Contract Agreement at no cost to the Contractor. The Contractee shall index and organize records to be transferred in the manner directed by the Contractor.

#### **XVI. AGREEMENT REVISIONS AND/OR TERMINATION**

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

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

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

#### **XVII. NON-COMPLIANCE, LIQUIDATED DAMAGES AND REMEDIAL MEASURES**

- A. Failure to comply with any part of this Contract Agreement may be considered cause for revision, suspension or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid the Contractee under this Agreement, temporarily having others perform, and receive reimbursement for, the services to be provided under this Agreement and any other measure that suspends the Contractee's participation in the Agreement if the Contractor determines it is necessary to protect the interests of the State.
- B. The Contractee shall provide written notice to the Contractor of all instances of non-compliance with the terms of program quality criteria associated with this Contract Agreement by itself or its subcontractors. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Contractee became aware, or should have been aware, of the non-compliance. Non-compliance can also be determined by the Division of Public Health Regional Office Contract Administrator through on-site

inspection or desk review of documentation. The written notice shall include information on reason(s) for and effect(s) of the non-compliance. The Contractee shall provide the Contractor with a plan to correct the non-compliance and a timetable for the implementation of that plan to correct. The plan to correct must be approved by the Contractor. If at the end of the implementation period, the Contractee is found to still be out of compliance, the Contractor may, at its sole discretion, take whatever action it deems necessary to protect the interests of the State, including withholding part or all of the Contractee's funding, if it reasonably believes that the non-compliance will continue or will reoccur.

- C. The Contractee shall provide within 30 days after the end of the contract period (or by the date specified in Exhibit II) to the Contractor via the Contract Administrator, the documentation specified in Exhibit II relating to attainment or failure to attain the objectives agreed to in this Contract Agreement. If any objective is not attained, the Contractor will determine, at its sole discretion, the proportion of non-attainment and will recoup from the Contractee a liquidated damages amount as defined by the Risk Profile identified in Exhibit II. Any degree of non-attainment, as judged by the sole discretion of the Contractor, shall be used by the Contractor in determining the conditions of any continuation of this Agreement.
- D. If the Contractor determines that non-compliance with other requirements (not stated in Exhibit I or Exhibit II) in this Contract Agreement has occurred, or is occurring, it shall demand immediate correction of continuing non-compliance and it may impose whatever remedial measures it deems necessary to protect the interests of the State. Such measures may include termination of the Agreement, suspension of the Agreement as defined in paragraph 2 above, imposing additional reporting requirements and monitoring of subcontractors and any other measures it deems appropriate and necessary.
- E. If audits are not submitted when due, the Contractor may take action pursuant to this Contract Agreement.
- F. If required program deliverables or other required information or reports, other than audits, are not submitted when due, the Contractor may withhold all payments that otherwise would be paid the Contractee under this Contract Agreement until such time as the reports and information are submitted. In addition, the Contractor can hold implementation of continuation of this Agreement pending submittal of this documentation.

#### **XVIII. DISPUTE RESOLUTION**

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

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

#### **XIX. FINAL REPORT DATE**

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

#### **XX. INDEMNITY**

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

#### **XXI. SURETY BOND**

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

#### **XXII. CONDITIONS OF THE PARTIES' OBLIGATIONS**

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

#### **XXIII. DEBARMENT OR SUSPENSION**

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

#### **XXIV. SPECIAL PROVISIONS**

## XXV. TIMELY CONTRACT SIGNING

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

Contractee's Authorized Representative

Date

Name: Click here to enter name.

Title: Click here to enter title.

DUNS #: Click here to enter DUNS#.

Contractor's Authorized Representative

Date

Sandra L. K. Breitborde, MA, MS

Deputy Administrator

Division of Public Health

Department of Health Services

### CARS PAYMENT INFORMATION

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

Agency Name: De Pere Department of Public Health

Contract #: 21731

Contract Amount: \$2,514

Agency Number	Agency Type	Contract Period	Profile ID Number	Profile Name	Contract Amount	CFDA Number
472779	360	01/01/12-08/31/13	159220	Prevention	\$2,514	93.991

## **Contract Agreement Addendum: Exhibit I**

### **Program Quality Criteria**

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

This Exhibit contains only applicable quality criteria for this contract.

## Contract Agreement Addendum: Exhibit I

Contract #: 21731

Agency: De Pere Department of Public Health

Contract Year: 2013

### Program: Preventive Health and Health Services Block Grant Program Quality Criteria

- 1) Assessment and surveillance of public health to identify community needs and to support systematic, competent program planning and sound policy development with activities focused at both the individual and community levels.
  - A) Involvement of key policymakers and the general public in the development of comprehensive public health plans.
  - B) Development and implementation of a plan to address issues related to access to high priority public health services for every member of the community.
  - C) Identification of the scientific basis (evidence base) for the intervention.
- 2) Delivery of public health services to citizens by qualified health professionals in a manner that is family centered, culturally competent, and consistent with the best practices; and delivery of public health programs for communities for the improvement of health status.
  - A) There are no separate sub-criterion to this Quality Criteria Category.
- 3) Record keeping for individual focused services that assures documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information.
  - A) There are no separate sub-criterion to this Quality Criteria Category.
- 4) Information, education, and outreach programs intended to address known health risks in the general and certain target populations to encourage appropriate decision making by those at risk and to affect policy and environmental changes at the community level.
  - A) Provision of public information and education, and/or outreach activities focused on high-risk populations that increase awareness of disease risks, environmental health risks, and appropriate preventive activities.
  - B) Provision of public information and education and/or outreach activities should utilize strategies that have a scientific basis (best-practices) for delivery methods to assure maximum impact on the selected population.
  - C) All materials produced with PHHS Block Grant funds must include the following statement: "This publication was made possible by the PHHS Block Grant from the Centers for Disease Control and Prevention."
- 5) Coordination with related programs to assure that identified public health needs are addressed in a comprehensive, cost-effective manner across programs and throughout the community.
  - A) There are no separate sub-criterion to this Quality Criteria Category.
- 6) A referral network sufficient to assure the accessibility and timely provision of services to address identified public health care needs.
  - A) There are no separate sub-criterion to this Quality Criteria Category.
- 7) Provision of guidance to staff through program and policy manuals and other means sufficient to assure quality health care and cost-effective program administration.
  - A) Provision of written policy and program information about the current guidelines, standards, and recommendations for community and/or clinical preventive care.

## Contract Agreement Addendum: Exhibit I

Contract #: 21731

Agency: De Pere Department of Public Health

Contract Year: 2013

8) Financial management practices sufficient to assure accurate eligibility determination, appropriate use of state and federal funds, prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and, when required, pursuit of third-party insurance and Medical Assistance Program coverage of services provided.

A) Program-specific data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.

9) Data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.

A) There are no separate sub-criterion to this Quality Criteria Category.

## **Contract Agreement Addendum: Exhibit II**

### **Program Objectives**

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

(B) Objective Details



Agency: De Pere Department of Public Health

**Contract Year: 2013**

Program Sub-Contracts		
Program	Sub-Contractee	Sub-Contract Amount
Prevention	None Reported	\$0

## Contract Agreement Addendum: Exhibit II(A)

Contract #: 21731

Agency: De Pere Department of Public Health

Contract Year: 2013

### Prevention

Program Total Value \$2,514

- |   |  |         |
|---|--|---------|
| 1 | Physical Activity  | \$2,514 |
|   | ES 5. Create Policies  |         |
|   | By August 31, 2013, City of De Pere Health Department will implement 1 evidence based strategy to increase physical activity |         |

---

<b>Total of Contract Objective Values</b>	<b>\$2,514</b>
---	----------------

## Contract Agreement Addendum: Exhibit II(B)

Contract #: 21731

Agency: De Pere Department of Public Health

Contract Year: 2013

Program: Preventive Health and Health Services  
Block Grant

Objective #: 1 of 1

Objective Value: \$2,514

### Objective: Primary Details

#### Objective Statement

Physical Activity

ES 5. Create Policies

By August 31, 2013, City of De Pere Health Department will implement 1 evidence based strategy to increase physical activity

**Deliverable Due Date:** 09/30/2013

#### Contract Deliverable (Evidence)

A report entered into an electronic data collection tool that describes:

1. Description of strategies implemented and outcomes measured
2. Challenges or barriers to success
3. Actions to address challenges
4. Indicate and describe if Prevention funded activities were used to obtain additional funding, donations or in-kind contributions

#### Programs Providing Funds for this Objective

Preventive Health and Health Services Block Grant: \$2,514

#### Agency Funds for this Objective:

#### Data Source for Measurement

Agency report to be entered into an electronic data collection tool to be provided by the WI Division of Public Health.

#### Baseline for Measurement

In 2009 efforts focused on the evaluation and completion of the Bike and Pedestrian Chapter of the comprehensive plan. In 2010, the plan was approved through the city council and two strategies were implemented. The first strategy was the completion of a bike parking inventory. GIS maps were created that were placed on the city's web site for bicyclists use. The second strategy was the creation of a policy for placement of portable, in road, pedestrian warning signs in the city. In 2012-2013, work continues on the pedestrian safety and access program, with a focus on addressing unsignalized intersections in school zones in the city.

#### Context

This has been a defined area of need in the City of De Pere's Comprehensive Plan in coordination with the city's Planning and Economic Development Department and a citizen group with a Bike/Pedestrian focus. Efforts began in 2010, with two strategies being implemented, and efforts would continue to improve those strategies and implement new measures as identified in the Bike/Pedestrian Plan. In 2012-2013, efforts will focus on unsignalized intersections in school zones, and research and policy development related to bikability/walkability in these school zones.

#### Context Continued

#### Input Activities

Site the evidence based strategies, best practices or promising practices you will be using or use the web links to identify strategies to use.

<http://whatworksforhealth.wisc.edu/>

<http://dhs.wisconsin.gov/health/physicalactivity/index.htm>

<http://www.dhs.wisconsin.gov/hw2020/evidence.htm>

## Contract Agreement Addendum: Exhibit II(B)

Contract #: 21731

Agency: De Pere Department of Public Health

Contract Year: 2013

Program: Preventive Health and Health Services  
Block Grant

Objective #: 1 of 1

Objective Value: \$2,514

Efforts will work towards Priority recommendations in the Wisconsin Nutrition and Physical Activity State Plan. Goal #3 would be our focus, "create environments that support and promote healthy eating, daily physical activity and a healthy weight".

Two potential environmental audits in 2012 would be:

1. Research and development on un-signalized intersections, with a focus on school zones.
2. Additional research and policy development for addressing un-signalized intersections, with a focus on school zones.

One environmental audit will be selected to meet the requirement for implementing one strategy in 2013.

### Objective: Risk Profile

#### Percent of Objective Accomplished

0%	10%	20%	30%	40%	50%	60%	70%	80%	85%	90%	95%	100%
----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	------

#### Corresponding Percentage Recoupment

--	--	--	--	--	--	--	--	--	--	--	--	--

#### Corresponding Potential Recoupment Amounts

--	--	--	--	--	--	--	--	--	--	--	--	--

#### Definition of Percent Accomplished

--

#### Conditions of Eligibility for an Incentive

--

---

## DE PERE HEALTH DEPARTMENT MEMORANDUM

---

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

**FROM:** SONJA JENSEN, INTERIM HEALTH OFFICER/DIRECTOR

**SUBJECT:** 2013 DIVISION OF PUBLIC HEALTH PREVENTION CONTRACT

**DATE:** NOVEMBER 28, 2012

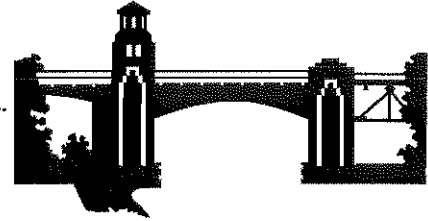
---

Attached you will find the contract for 2013 with the State of Wisconsin Division of Public Health. Contract agreement #21731 in the amount of \$2,514 is funding received from the state to support the programming offered in the area of Preventative Health and Health Services. The funding received from the contract supplements services and programs provided by the Health Department.

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

# CITY OF DE PERE

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



December 4, 2012

To: City Council

From: Ken Pabich, Director of Planning and Economic Development

RE: Update with WIDOT on former Bridge Approach Site

On November 26, 2012, Larry Delo and I met with Norman Pawelczyk who is the Real Estate Supervisor at WisDOT Green Bay Region. Mr Pawelczyk is now assisting in the disposal of this surplus land parcel. Both sides shared the history of the project to date and we then discussed ideas for moving forward and working together. Based on the meeting, we have agreed to take the following steps:

1. At this time, WisDOT will not move forward with the disposal of the excess right of way until a new appraisal is completed and options are presented to the City Council. Both parties believe that we can develop a schedule that meets the needs of both the City and WisDOT.
2. Based on the meeting, both parties agreed that there were enough questions in common within the current appraisal that a new appraisal should be completed.
3. The City of De Pere will do more research on what funds were used to improve the site after the bridge was removed.
4. WisDOT suggested that it would be more efficient to meet with the City Council to discuss the process after the new appraisal is obtained. Based on the questions provided by the City Council, Mr Pawelczyk would also like time to research the questions and look for specific examples.

At the time of this writing, WisDOT was looking to obtain costs and a timeline for the new appraisal. Staff can provide an updated on the future timeline once this step is complete.

To: Members of the City Council  
From: Joe Zegers, Finance Director  
Cc: Mayor Walsh, Administrator Delo  
Date: November 28, 2012  
Subject: Capital Projects Fund Balance Memo

I have been asked to identify the capital projects fund balance of the City for the past 5 years as well as the status of the fund at December 31, 2011 and the status of the capital projects activity for 2012. I have attached a worksheet for your review that details the status of the various 2012 projects. The capital projects fund balance at December 31<sup>st</sup> for the past 5 years is as follows:

2011: \$1,174,011  
2010: \$458,422  
2009: \$1,141,129  
2008: \$204,385  
2007: \$388,185

As can be seen, the fund balance can vary from small to large amounts which is essentially due to the timing of when projects are completed and when the financing for them occurs, especially in the case of special assessments. If projects are not completed by the end of the year, the unspent balance is carried over in the fund to pay for bills in the subsequent year. In the case of the balance at December 31, 2011, unspent money and special assessment transfers to the debt service fund to pay off the debt incurred by the City on these projects totals \$874,014 for the Trailside Estates and Garrity's Glen projects. This would leave \$299,997 remaining in the fund at that time for other projects. A fund balance of that amount is not unusual for the City or with other cities our size and you may recall we have used remaining capital projects fund balance to finance unexpected capital projects or land purchases in the past when it has been to the City's benefit to act quickly on them. I hope this gives you an indication of where De Pere stands in capital projects fund balance and the status of projects for 2012 along with carryover projects from 2011.

Feel free to contact me if you have any questions on this and I will also be at the Common Council meeting on December 4<sup>th</sup> for this item.

City of De Pere  
2012 Construction Program  
Project Budget Status  
October 31, 2012

Project # & Name	Budget Amount	Bid Amount	Application for Payments	Additional Expenses	Total (Actual to Date)	Difference (Budget to Bid)	Difference (Budget to Actual)	Status
Project 12-01 - Sewer and Water Relay and Resurfacing De Groot, Inc.	\$1,370,000.00	\$1,304,214.40	\$1,258,664.63	\$7,556.47	\$1,266,221.10	\$65,785.60	\$103,778.90	Completed - 90% reimbursable by State
Project 12-01A - USH 41 - Sewer and Water Relay Peters Concrete Company	\$88,000.00	\$114,786.92	\$114,833.36	\$3,145.44	\$117,978.80	\$26,786.92	-\$29,978.80	
Project 12-01B - Sanitary Sewer Relay - Glenwood Easement (Includes American Boulevard Water Main Relocation Change Order) Feaker and Sons Co. Inc.	\$473,775.00	\$440,645.00	\$429,430.12	\$4,261.02	\$433,691.14	\$33,130.00	\$40,083.87	
Project 12-02 - LeBrun Project Never Began								
Project 12-03 - Sewer Lining InsituForm Technologies, LLC	\$175,000.00	\$168,883.00	\$161,351.92	\$65.06	\$161,416.98	\$6,117.00	\$13,583.02	
Project 12-04 - Street Reconstruction - Glenwood/Lawton Feaker and Sons Co. Inc.	\$625,000.00	\$554,056.70	\$585,019.00	\$18,692.91	\$603,711.91	\$70,943.30	\$21,288.09	
Project 12-05 - Sidewalk, Curb & Concrete Pavement Repair Sam Sommers Concrete Const. Inc.	\$138,000.00	\$119,891.70	\$139,966.16	\$9,336.41	\$149,302.57	\$18,108.30	-\$11,302.57	Additional is assessable.
Project 12-07 - Asphalt, Curb & Sewer Repair Northeast Asphalt, Inc.	\$797,500.00	\$734,741.00	\$772,744.80	\$14,473.42	\$787,218.22	\$62,759.00	\$10,281.78	
Project 12-08 - Manhole Rehabilitation National Power Rodding Corp.	\$100,000.00	\$96,752.00	\$80,638.00	\$1,197.65	\$81,835.65	\$3,248.00	\$18,164.35	Completed
Project 12-09 - Pond Drainage System Construction Peters Concrete Company	\$197,000.00	\$167,771.00	\$55,675.51	\$11,340.42	\$67,015.93	\$29,229.00	\$129,984.07	
Project 12-15 - Sewer Televising & Cleaning Northern Pipe Equipment, Inc.	\$50,000.00	\$33,856.00	\$40,184.12	\$84.60	\$40,268.72	\$16,144.00	\$9,731.28	Completed
Project 12-16 - Utility & Street Construction Jossart Brothers, Inc.	\$431,940.00	\$299,856.00	\$287,481.77	\$89.78	\$287,571.55	\$132,084.00	\$144,368.45	
Project 12-19 - Mudjacking Curb, Gutter, and Sidewalk Badger Concrete Lifting	\$2,500.00	\$2,265.00	\$2,070.15	\$0.00	\$2,070.15	\$235.00	\$429.85	Completed
Project 12-19A - Concrete Grinding Sidewalk Concrete Cutters Inc.	\$3,500.00	\$3,200.00	\$3,800.00	\$0.00	\$3,800.00	\$300.00	-\$300.00	Completed
	\$4,452,215.00	\$4,040,918.72						



# Sustainability Team Minutes

Wednesday

November 7, 2012

1:30 P.M.

CITY HALL – Riverview Conference Room

**Members present:** Derek Beiderwieden; Larry Delo; Karen Heyrman; Dave Hongisto; Sonja Jensen; Ken Pabich; Pete Smith; Stephanie Aerts and Jim Stupka.

1. *Discuss the status of implementing paperless time entry for the Fire Dept. and consideration of expanding this process to other departments. (Jim Stupka)*

Jim Stupka stated that the Fire Department had implemented paperless time entry and it was accomplished with some training. The process has greatly reduced the potential for errors, has eliminated a lot of paper and saves hours of secretarial time in the Fire Department. It was felt that the process should expand further in the city and that Larry would discuss the paperless time entry further with Derek and the Parks and Water Department followed by the Public Works Department. It was determined that Pete would talk to Lou Ann Zeamer about training for City Hall.

2. *Madison zoning codes for sustainable residential, commercial, etc. projects. Review and discussion. (All Team Members).*

Pete had found that a document that the City of Madison had prepared in 2008 regarding “Sustainability Ideas that can be addressed through Zoning” in the areas of Energy, Water, Green Infrastructure/Urban Agriculture, Public Health, Density and Mixed Use/Transit Oriented Development, Residential Districts and Commercial Districts. A general discussion was held about composting toilets, geo-thermal, street lighting, solar and wind turbines etc. Larry suggested that the team could pick the top 2 or 3 items for further review. It was suggested that street lighting, wind turbines and solar be researched. Ken volunteered to do some research on solar installations.

3. *Discuss UW-Extension website - UW Extension Solid & Hazardous Waste Education Center (SHWEC). <http://www4.uwm.edu/shwec/index.cfm> (Sonja Jensen)*

Sonja indicated that the UW Extension (SHWEC) center has a lot of good resources including Training/Tool kits and Sustainability and provided a link for members to review.

4. *Discuss mobile payment options for bills, payments, program fees, etc. (Karen Heyrman)*

A discussion was held on the use of smart phones and ways to eliminate paper statements. Pete volunteered to look at different on line services for billings/statements.

5. *Discuss and review solar task assigned in October meeting. (Dave Hongisto and all Team Members)*

Committee members had been given a task to present Dave with different “mock” proposals for solar panels and wind turbine installations in the City. This process was to done to start a self evaluation of

the City of De Pere to make sure that feasible innovative sustainable ideas were not being discouraged or allowed by our own regulations. Dave indicated that in general the codes allow for solar installations. He noted that restrictive covenants in various subdivisions would have a bigger impact on the use of solar.

He said that there are more issues with allowing wind turbines in the City due to height restrictions in the Zoning Code and the potential for noise and flickering to become a public nuisance. In addition trees and residences can limit the effectiveness of wind turbines. He also had asked members of the Building Inspector's Association of North East Wisconsin for sample ordinances from various committees. The only responses that he received basically allowed wind turbines in open farm fields that did not pertain to most urban municipalities.

6. *Identify agenda items for next meeting scheduled for December 5, 2012.*

A brief discussion was held regarding creating a graph of paper usage. Jim suggested that maybe the placement of the actual costs associated with the producing meeting agendas/packets be noted on the packets as an education tool to help motivate the City to save money through the use of technology. It was suggested that this item come back before the Sustainability Team for further discussion.

7. *Adjourn.*

Time: 3:10 p.m.  
Dave Hongisto

# **Sustainability Team Agenda**

**Wednesday**

**December 5, 2012**

**1:30 P.M.**

**CITY HALL – Riverview Conference Room**

**Team Members:** Derek Beiderwieden; Steve Bloemer; Larry Delo; Karen Heyrman; Dave Hongisto; Sonja Jensen; Marty Kosobucki; Ken Pabich; Pete Smith; Stephanie Aerts; Jim Stupka; Scott Thoresen

1. Discuss implementing paperless time entry for departments. (Pete Smith)
2. Discuss potential zoning code changes to support sustainable residential, commercial, etc. projects. Review and discussion. (All Team Members).
3. Discuss mobile/online payment options for bills, payments, program fees, etc. (Pete Smith)
4. Discuss assigning a cost to hardcopy council packets. (Pete Smith)
5. Discuss how budget items will be assigned a green leaf thru 2013 (All team members)
6. Identify agenda items for next meeting scheduled for January 2, 2012.
7. Adjourn.

11/27/2012 11:07 AM

A / P CHECK REGISTER

PAGE: 1

PACKET: 03801 DEC 2012 COUNCIL - 2 12-4-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1280	AAA SANITATION INC							
	I-180359	AAA SANITATION INC	R	12/04/2012		65.00CR	066523	65.00
6258	AERTS, STEPHANIE							
	I-201211261639	AERTS, STEPHANIE	R	12/04/2012		21.85CR	066524	21.85
0217	AGRI-PARTNERS COOPERATIVE							
	I-201211261640	AGRI-PARTNERS COOPERATIVE	R	12/04/2012		10.53CR	066525	10.53
0302	AIRGAS USA LLC							
	I-9010241204	AIRGAS USA LLC	R	12/04/2012		134.88CR	066526	
	I-9905164959	AIRGAS USA LLC	R	12/04/2012		149.68CR	066526	
	I-9905164960	AIRGAS USA LLC	R	12/04/2012		366.82CR	066526	651.38
0007	AMBROSIUS SALES & SERVICE							
	I-67602	AMBROSIUS SALES & SERVICE	R	12/04/2012		601.27CR	066527	601.27
2878	ARING EQUIPMENT CO INC							
	I-399164	ARING EQUIPMENT CO INC	R	12/04/2012		92.14CR	066528	92.14
0020	BADGERLAND PRINTING INC							
	I-20737	BADGERLAND PRINTING INC	R	12/04/2012		596.70CR	066529	596.70
0023	BATTERIES PLUS LLC							
	I-233351-01	BATTERIES PLUS LLC	R	12/04/2012		133.50CR	066530	133.50
0027	BAY TOWEL INC							
	I-1445850	BAY TOWEL INC	R	12/04/2012		125.39CR	066531	
	I-1547431	BAY TOWEL INC	R	12/04/2012		131.72CR	066531	
	I-1548760	BAY TOWEL INC	R	12/04/2012		52.82CR	066531	
	I-1551948	BAY TOWEL INC	R	12/04/2012		38.74CR	066531	
	I-1551949	BAY TOWEL INC	R	12/04/2012		52.82CR	066531	401.49
0025	BAYCOM INC							
	I-70654	BAYCOM INC	R	12/04/2012		2,715.00CR	066532	2,715.00
5790	BIANEW							
	I-201211261641	BIANEW	R	12/04/2012		150.00CR	066533	
	I-201211261642	BIANEW	R	12/04/2012		150.00CR	066533	300.00
0038	BROADWAY AUTOMOTIVE INC							
	I-232618P	BROADWAY AUTOMOTIVE INC	R	12/04/2012		59.66CR	066534	
	I-630632P	BROADWAY AUTOMOTIVE INC	R	12/04/2012		55.20CR	066534	
	I-640181	BROADWAY AUTOMOTIVE INC	R	12/04/2012		917.66CR	066534	1,032.52

11/27/2012 11:07 AM

A / P CHECK REGISTER

PAGE: 2

PACKET: 03801 DEC 2012 COUNCIL - 2 12-4-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0888	BROWN COUNTY HEALTH DEPT							
	I-2012-062	BROWN COUNTY HEALTH DEPT	R	12/04/2012		1,815.12CR	066535	1,815.12
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-14713	BROWN COUNTY PORT SOLID WASTE	R	12/04/2012		99.00CR	066536	99.00
3896	BROWN COUNTY TREAS/INVASIVE SPECIES							
	I-201211261643	BROWN COUNTY TREAS/INVASIVE SP	R	12/04/2012		25.00CR	066537	25.00
0115	CARQUEST AUTO PARTS LLC							
	I-6339-158411	CARQUEST AUTO PARTS LLC	R	12/04/2012		16.70CR	066538	16.70
2708	CLEANING SOLUTION SERVICES INC							
	I-05-7587	CLEANING SOLUTION SERVICES INC	R	12/04/2012		160.50CR	066539	
	I-05-7803	CLEANING SOLUTION SERVICES INC	R	12/04/2012		1,363.55CR	066539	
	I-05-7838	CLEANING SOLUTION SERVICES INC	R	12/04/2012		236.76CR	066539	1,760.81
0063	DAANEN & JANSSEN INC							
	I-127532	DAANEN & JANSSEN INC	R	12/04/2012		435.00CR	066540	435.00
2077	DE PERE EXHAUST							
	I-28235	DE PERE EXHAUST	R	12/04/2012		122.35CR	066541	122.35
0276	DE PERE HARDWARE							
	I-175669	DE PERE HARDWARE	R	12/04/2012		35.96CR	066542	
	I-175701	DE PERE HARDWARE	R	12/04/2012		11.74CR	066542	
	I-175888	DE PERE HARDWARE	R	12/04/2012		37.89CR	066542	85.59
1134	ECWAEI							
	I-201211261644	ECWAEI	R	12/04/2012		80.00CR	066543	
	I-201211261645	ECWAEI	R	12/04/2012		80.00CR	066543	160.00
6502	ECWPPIA							
	I-201211261646	ECWPPIA	R	12/04/2012		80.00CR	066544	80.00
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1510066	EMERGENCY MEDICAL PRODUCTS INC	R	12/04/2012		86.46CR	066545	86.46
0331	FERGUSON WATERWORKS #1476 INC							
	I-123223	FERGUSON WATERWORKS #1476 INC	R	12/04/2012		1,805.00CR	066546	1,805.00
0097	FIVE ALARM INC							
	I-127875-1	FIVE ALARM INC	R	12/04/2012		42.00CR	066547	42.00

11/27/2012 11:07 AM

A / P CHECK REGISTER

PAGE: 3

PACKET: 03801 DEC 2012 COUNCIL - 2 12-4-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6654	FLEETPRIDE I-51117710	FLEETPRIDE	R	12/04/2012		70.26CR	066548	70.26
0098	FLY ME FLAG CO INC I-2345	FLY ME FLAG CO INC	R	12/04/2012		168.00CR	066549	168.00
0116	GRAINGER INC I-9959429839 I-9977451773	GRAINGER INC GRAINGER INC	R R	12/04/2012 12/04/2012		5.09CR 173.59CR	066550 066550	 178.68
5484	HYDRO DESIGNS INC I-27934-IN	HYDRO DESIGNS INC	R	12/04/2012		159.00CR	066551	159.00
3468	ID-ACCESS I-824	ID-ACCESS	R	12/04/2012		10.00CR	066552	10.00
1399	INDOFF INC I-2180021 I-2181035 I-2182147 I-2183831	INDOFF INC INDOFF INC INDOFF INC INDOFF INC	R R R R	12/04/2012 12/04/2012 12/04/2012 12/04/2012		595.00CR 89.90CR 273.16CR 168.21CR	066553 066553 066553 066553	   1,126.27
5778	INSITUFORM TECHNOLOGIES USA INC I-12-03 (1)	INSITUFORM TECHNOLOGIES USA IN	R	12/04/2012		161,351.92CR	066554	161,351.92
1338	JAMES E KOCKEN TRUCKING I-0365 I-0367	JAMES E KOCKEN TRUCKING JAMES E KOCKEN TRUCKING	R R	12/04/2012 12/04/2012		220.50CR 220.50CR	066555 066555	 441.00
1276	JX ENTERPRISES INC C-D-223240064 I-D-223170062 I-D-223180004 I-D-223180020 I-D-223250135	JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC	R R R R R	12/04/2012 12/04/2012 12/04/2012 12/04/2012 12/04/2012		204.00 50.45CR 592.55CR 10.75CR 14.00CR	066556 066556 066556 066556 066556	    463.75
6662	KIMBALL MIDWEST I-2700148	KIMBALL MIDWEST	R	12/04/2012		153.71CR	066557	153.71
0153	LAFORCE INC I-728490 RI	LAFORCE INC	R	12/04/2012		422.20CR	066558	422.20

11/27/2012 11:07 AM

## A / P CHECK REGISTER

PAGE: 4

PACKET: 03801 DEC 2012 COUNCIL - 2 12-4-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0156	LAWSON PRODUCTS INC							
	I-9301244402	LAWSON PRODUCTS INC	R	12/04/2012		24.59CR	066559	24.59
1688	LIBERTS DANCE FASHIONS							
	I-2389476	LIBERTS DANCE FASHIONS	R	12/04/2012		249.91CR	066560	249.91
3632	LIBERTY MUTUAL INS CO							
	I-11083202	LIBERTY MUTUAL INS CO	R	12/04/2012		49,517.05CR	066561	49,517.05
0903	THE MAIL HAUS INC							
	I-131999	THE MAIL HAUS INC	R	12/04/2012		461.39CR	066562	461.39
0173	MENARDS INC							
	I-9562	MENARDS INC	R	12/04/2012		148.75CR	066563	
	I-9729	MENARDS INC	R	12/04/2012		15.92CR	066563	
	I-9911	MENARDS INC	R	12/04/2012		115.54CR	066563	280.21
1177	NATIONAL FIRE PROTECTION ASSOC							
	I-5637202X	NATIONAL FIRE PROTECTION ASSOC	R	12/04/2012		130.95CR	066564	130.95
0531	NORTHEAST AUTO PARTS INC							
	I-273546	NORTHEAST AUTO PARTS INC	R	12/04/2012		5.03CR	066565	
	I-273587	NORTHEAST AUTO PARTS INC	R	12/04/2012		5.03CR	066565	
	I-273618	NORTHEAST AUTO PARTS INC	R	12/04/2012		154.47CR	066565	
	I-273832	NORTHEAST AUTO PARTS INC	R	12/04/2012		21.49CR	066565	
	I-273863	NORTHEAST AUTO PARTS INC	R	12/04/2012		17.94CR	066565	203.96
0966	OLD DOMINION BRUSH							
	I-34306-IN	OLD DOMINION BRUSH	R	12/04/2012		61.92CR	066566	61.92
0197	PACKER CITY INTERNATIONAL INC							
	C-1-223050090	PACKER CITY INTERNATIONAL INC	R	12/04/2012		112.50	066567	
	C-1-223260096	PACKER CITY INTERNATIONAL INC	R	12/04/2012		200.20	066567	
	C-1-223280037	PACKER CITY INTERNATIONAL INC	R	12/04/2012		715.00	066567	
	I-1-223100023	PACKER CITY INTERNATIONAL INC	R	12/04/2012		77.52CR	066567	
	I-1-223240098	PACKER CITY INTERNATIONAL INC	R	12/04/2012		490.90CR	066567	
	I-1-223250084	PACKER CITY INTERNATIONAL INC	R	12/04/2012		2,272.60CR	066567	
	I-1-223250086	PACKER CITY INTERNATIONAL INC	R	12/04/2012		79.45CR	066567	1,892.77
0208	POMP'S TIRE SERVICE INC							
	C-252588	POMP'S TIRE SERVICE INC	R	12/04/2012		380.00	066568	
	I-1010004882	POMP'S TIRE SERVICE INC	R	12/04/2012		2,338.40CR	066568	
	I-1010005050	POMP'S TIRE SERVICE INC	R	12/04/2012		858.88CR	066568	2,817.28

11/27/2012 11:07 AM

A / P CHECK REGISTER

PAGE: 5

PACKET: 03801 DEC 2012 COUNCIL - 2 12-4-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6578	PRACTICE MNGMT INFO CORP							
	I-785786	PRACTICE MNGMT INFO CORP	R	12/04/2012		44.65CR	066569	44.65
1806	PRO CLEAN WINDOW SERVICE							
	I-46147	PRO CLEAN WINDOW SERVICE	R	12/04/2012		320.00CR	066570	320.00
0395	PRO ONE JANITORIAL INC							
	I-79693	PRO ONE JANITORIAL INC	R	12/04/2012		992.18CR	066571	992.18
5055	QUALITY TRUCK CARE CENTER INC							
	C-DP32307	QUALITY TRUCK CARE CENTER INC	R	12/04/2012		75.00	066572	
	I-DP32133	QUALITY TRUCK CARE CENTER INC	R	12/04/2012		556.51CR	066572	
	I-DP32134	QUALITY TRUCK CARE CENTER INC	R	12/04/2012		75.00CR	066572	
	I-DP32202	QUALITY TRUCK CARE CENTER INC	R	12/04/2012		222.64CR	066572	779.15
1434	PAULA RAHN							
	I-201211261647	PAULA RAHN	R	12/04/2012		1,497.05CR	066573	1,497.05
0397	REEKE MAROLD CO INC							
	I-19170	REEKE MAROLD CO INC	R	12/04/2012		1,077.18CR	066574	1,077.18
0227	REINDERS INC							
	I-1411247-00	REINDERS INC	R	12/04/2012		685.66CR	066575	685.66
0228	RENT A FLASH OF WISCONSIN INC							
	I-37086	RENT A FLASH OF WISCONSIN INC	R	12/04/2012		1,777.50CR	066576	1,777.50
5393	RICOH AMERICAS CORPORATION							
	I-15641836	RICOH AMERICAS CORPORATION	R	12/04/2012		2,151.97CR	066577	
	I-416776198	RICOH AMERICAS CORPORATION	R	12/04/2012		284.88CR	066577	2,436.85
1446	SNAP ON INDUSTRIAL							
	I-ARV/18481990	SNAP ON INDUSTRIAL	R	12/04/2012		729.44CR	066578	729.44
0719	SPRINGSTED INC							
	I-296.111 (1)	SPRINGSTED INC	R	12/04/2012		6,950.00CR	066579	
	I-296.112 (1)	SPRINGSTED INC	R	12/04/2012		4,687.50CR	066579	11,637.50
0258	SUPERIOR CHEMICAL CORP							
	I-8906	SUPERIOR CHEMICAL CORP	R	12/04/2012		526.10CR	066580	
	I-9620	SUPERIOR CHEMICAL CORP	R	12/04/2012		83.45CR	066580	609.55



11/27/2012 11:07 AM

A / P CHECK REGISTER

PAGE: 6

PACKET: 03801 DEC 2012 COUNCIL - 2 12-4-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0268	TRUCK EQUIPMENT INC							
	I-7102	TRUCK EQUIPMENT INC	R	12/04/2012		221.61CR	066581	221.61
2399	ULTIMATE SPORTS APPAREL							
	I-22819	ULTIMATE SPORTS APPAREL	R	12/04/2012		803.18CR	066582	803.18
0857	USA BLUEBOOK							
	I-756040	USA BLUEBOOK	R	12/04/2012		129.28CR	066583	129.28
0720	VACUUM PUMP & COMPRESSOR INC							
	I-47126	VACUUM PUMP & COMPRESSOR INC	R	12/04/2012		1,531.16CR	066584	
	I-47513	VACUUM PUMP & COMPRESSOR INC	R	12/04/2012		1,827.83CR	066584	3,358.99

\* \* T O T A L S \* \*

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	62	0.00	260,439.00	260,439.00
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:	62	0.00	260,439.00	260,439.00

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

11/27/2012 11:07 AM

A / P CHECK REGISTER

PAGE: 7

PACKET: 03801 DEC 2012 COUNCIL - 2 12-4-12

VENDOR SET: 01

BANK : AP ASSOCIATED

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

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
100	12/2012	79,772.36CR
201	12/2012	278.82CR
285	12/2012	6,950.00CR
290	12/2012	4,687.50CR
405	12/2012	161,351.92CR
415	12/2012	1,637.05CR
601	12/2012	2,552.87CR
650	12/2012	3,208.48CR
ALL		260,439.00CR

**CITY OF DE PERE - December 4, 2012**

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
<b>Previously Tabled Operator License for the 2012-2014 Licensing Period</b>					
1	BOURSAW, NATASHA	1117 S. BROADWAY ST.	GREEN BAY	WI	54304
2	MULHERN, SCOTT P.	665 A. FOXVIEW AVE.	DE PERE	WI	54115
3	WOLFGRAM, SANDRA	1098 BLUE RIDGE DR.	GREEN BAY	WI	54304
<b>Operator Licenses for the 2012-2014 Licensing Period</b>					
1	BOONE, DONALD R.	910 FRIENDSHIP	DE PERE	WI	54115
2	BREWER, NICOLE M.	800 COUNTY ROAD C	PULASKI	WI	54162
3	DRAGOVICH, DEANNA D.	302 GEORGE STREET, #3	DE PERE	WI	54115
4	VANDERMEULEN, DYLAN S.	657 REID STREET	DE PERE	WI	54115