#### 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 May 15, 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 May 1, 2012 regular meeting of the Common Council.
- 4. Public Hearing on a street vacation for a part of Glenwood Avenue is scheduled for 7:35 p.m. or soon thereafter.
  - A. Notice of Public Hearing.
  - B. Recommendation from the Plan Commission.
  - C. After the hearing is held, Resolution #12-27, Regarding The Vacation Of A Portion Of Public Thoroughfare (Glenwood Avenue) is presented for consideration.
  - D. CSM dedication right-of-way.
- 5. Public comment upon matters not on agenda or other announcements.
- 6. Ordinance #12-08, Rezoning Certain Property (Parcel WD-L183-5) is presented for consideration (previously tabled).
- 7. Recommendation from the Finance/Personnel Committee to approve:
  - A. \$500 donation from De Pere Christian Outreach to be used for Police Department K-9 Unit.
  - B. \$500 donation from Margueritte Gardner to the Police Department for gasoline expenses for the honor guard to attend ceremonies in Washington, D.C.
  - C. Purchase one electro-mechanical outdoor emergency notification siren from American Signal Corporation.
  - D. Purchase of Advance Airway Management Trainer utilizing Act 102 funds.
  - E. Installation of water utilities and fountain at the Dog Park.

- F. 2012-2013 Insurance Liability Policy Renewals
- 8. Recommendation from the Board of Public Works to award Project:
  - A. 12-05 Sidewalk, Curb and Concrete Pavement Repair to Sam Sommers Concrete Construction, Inc.
  - B. 12-03 Pipe Lining CIPP to Insituform Technologies USA, Inc.
  - C. 12-01B Sanitary Sewer Relay Glenwood, Lawton and Easement to Feaker & Sons Construction Company, Inc.
- 9. Recommendation from the License Committee:
  - A. Application for a Premise Description Change for Skylark Enterprizes, LLC.
  - B. Application for a Class "B" Beer & "Class B" Liquor License for DeCleene Zellner, LLC for 101.
  - C. Application for a Class "B" Beer & "Class B" Liquor License for Harp and Eagle, LTD for Chateau De Pere.
  - D. Renewal applications for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, Class "B" Fermented Malt Beverage License, "Class B" Intoxicating Liquor Licenses, and "Class C" Wine Licenses for the licensing period July 1, 2012 to June 30, 2013.
- 10. Ordinance #12-11, Amending §22-8 De Pere Municipal Code Regarding Renewal Of Sidewalk Cafe Permits.
- 11. Resolution #12-50, Authorizing Creation of TID #10 And Related Activities.
- 12. Resolution #12-51, Authorizing Agreement For Consultant Services With Springsted Incorporated (TID #10 Creation And Project Plan).
- 13. Resolution #12-52, Authorizing Sidewalk Café Permit For Skylark Enterprizes, LLC.
- 14. Resolution #12-53, Accepting Utility Easement From Crow's Nest, LLC (Parcel ED-134-1).
- 15. Resolution #12-54, Accepting Highway Easement From The Premonstratensian Fathers (Parcel ED-1128-2-1).
- 16. Resolution #12-55, Authorizing Agreement For Consulting Services With Rettler Corporation (Comprehensive Park and Outdoor Recreation Plan Update).
- 17. Resolution #12-56, Authorizing Agreement With New Cell, Inc.
- 18. Resolution #12-57, Expressing The City Of De Pere's Support For Locating The Medical College Of Wisconsin In The Green Bay Area.

- 19. Resolution #12-58, Awarding Official City Newspaper Contract.
- 20. Voucher approval.
- 21. Applications for Operator's Licenses.
- 22. Future agenda items.
- 23. Consideration of appeal of denial of variance on number of dogs allowed.
  - A. Hearing on appeal
  - B. Deliberation of appeal

Please take notice that, pursuant to Wis. Stats. §19.85(1)(a), the council may convene in closed session for purposes of deliberating concerning a case which was the subject of any judicial or quasi judicial trial or hearing before the council etc.

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

24. Discuss request for conflict waiver – von Briesen & Roper Law Firm consent to representation.

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

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

25. 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, May 14, 2012 so that arrangements can be made.

#### AGENDA SENT TO:

Mayor

Alderpersons

Department Heads

TV, Newspapers, & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Patricia A. Tiedemann, The Black Boot, 100 S. Broadway, Suite #50, De Pere, WI 54115

Greg DeCleene, 236 Crestview Lane, De Pere, WI 54115

Clarke Boyle, 2168 Cass Street, Green Bay, WI 54301

Frank Van Vonderen Jr., Wal-Mart Stores, 3991 Agatha Christie Avenue, De Pere, WI 54115

James J. Vandeyacht, DJ Convenience LLC., 1463 Sunset Beach Road, Suamico, WI 54173

Keith J. Brunnette, De Pere Mobil, 1258 Cornflower Court, De Pere, WI 54115

Matthew R. Olson, De Pere Superstore, 695 Borvan Avenue, Green Bay, WI 54304

Robert R. Green, 2037 Green Acres Court, De Pere, WI 54115

Scott Hendricks, Scheuring Road Mobil Mart, 1620 Lawrence Drive, De Pere, WI 54115

Mohammad Mirhashemi, Gyro Kabobs, N1862 Lily of the Valley Court, Greenville, WI 54942

Mark Patel, Luna Café and Roastery, 4351 Creamery Road, De Pere, WI 54115

Vicki A. Alberts, A's Dockside Grill, 112 N. Broadway, De Pere, WI 54115

Kerry J. Counard, The Abbey, 332 Grandeur Oaks Court, De Pere, WI 54115

Peter J. Barbacovi, Archie's Pub, 600 George Street, 2<sup>nd</sup> Floor, De Pere, WI 54115

James J. Kropp, Baba Louies, 419 Main Avenue, De Pere, WI 54115

Marc N. Bilotti, Bilotti's Pizza Garden, 113 N. Broadway, De Pere, WI 54115

Randall S. DeGreef, Buddha's Still & Grill, 6728 Ridge Royale Drive, Greenleaf, WI 54126

Kathleen F. Schmaltz, The Day Spa, 3418 Delahaut Street, Green Bay, WI 54301

Gail Kozlovsky, Drift Inn, 4900 Sportsman Drive, De Pere, WI 54115

Fe Montalvo, El Azteca Restaurant, 1808 Vandenberg Lane, Kaukauna, WI 54130

Kevin Osadjan, Gallagher's Pizza, 2701 Lola Drive, Green Bay, WI 54301

Amy J. Dunbar, George Street Café, 528 N. Washington Street, De Pere, WI 54115

Casey L. Hawkinson, Keweenaw Pub and Pasta, 419 Lifac Lane, De Pere, WI 54115

Doreen M. Martin, La Vie Boheme, N5596 Broder Road, Shawano, WI 54166

Paul W. Huss, Long Branch Saloon, 2514 Turnbury Road, Green Bay, WI 54313

Constance M. Stiles, Manhattan Lanes, 1024 Cardinal Lane, Green Bay, WI 54313

Matt Minten, Mitty's Pub, 884 S. Ninth Street, De Pere, WI 54115

Thomas M. Nick, Nicky's Lionhead Tavern & Grill, 331 Main Avenue, De Pere, WI 54115

Ray Hoffman, Old No. 7, 1140 Aldrin Street, De Pere, WI 54115

Christine Bricco, Pasquale's International Café, 5918 Mary's Road, New Franken, WI 54229

Kathleen Broder & Scott Marotz, Re-Play Bar & Grill, 1731 Fort Howard Avenue, De Pere, WI 54115

Jeremy R. Bock, River Loft, 132 S. Broadway, De Pere, WI 54115

Terrie DuBois, St. Norbert College, 100 Grant Street, De Pere, WI 54115

Denise A. Gajeski, Sidekicks Bar & Grill, 930 Main Avenue, De Pere, WI 54115

Timothy V. Karl, Century Lanes, 132 S. Broadway, De Pere, WI 54115

Mary Boyd, Union Hotel, 200 N. Broadway, De Pere, WI 54115

Michael S. Yoder, Venture Theatre, 830 S. Baird Street, Green Bay, WI 54301

Amy S. Keehan, 1925 Charles Street, De Pere, WI 54115

Margaret E. Summerside, 614 Randall Avenue, De Pere, WI 54115

Paul R. Summerside, 614 Randall Avenue, De Pere, WI 54115

Jean A. VandenLangenberg, 2213 Brick Drive, Green Bay, WI 54303

Sandra L. Zullner, 211 Nob Hill Lane, De Pere, WI 54115

Bonita A. Alberts, 2054 Charles Street, De Pere, WI 54115

Joseph N. Alberts, 3499 Trestle, Green Bay, WI 54311

Aaron J. August, 426 N. Chestnut, Green Bay, WI 54303

Clarke D. Baldwin, 130 N. Maple Avenue, Green Bay, WI 54303

Heidi N. Belekevich, 236 Cornellius Martin Court, De Pere, WI 54115

Bobbi L. Bins, 633 N. Michigan Street, De Pere, WI 54115

John R. Borski, 2474 Garden Heights Court, Green Bay, WI 54311 Renee R. Bos, 1314 Scheuring Road #3, De Pere, WI 54115 Tina G. Bos, 806 William Charles Court, Apt C, Green Bay, WI 54304 Laura F. Brady, 2222 Nicolet Drive #4, Green Bay, WI 54311 Suzanne R. Brooks, 1509 Briquelet Street, Green Bay, WI 54304 Linda L. Danfield, 430C Nancy Lane #245, Pulaski, WI 54162 Lorna K. Denuszek, 140E 2<sup>nd</sup> Street B, Kaukauna, WI 54130 Laura E. Egilsson, 2970 Mossy oak Circle #95, Green Bay, WI 54311 Julie J. Engels, 2635 Van View, Green Bay, WI 54311 Debra J. Finendale, 3174 Carnoustie Way, New Franken, WI 54229 Scott L. Fortney, 2155 Gloucester Drive, Green Bay, WI 54304 Elyse C. Gingrich, 1404 Ridgecrest Trail, Ashwaubenon, WI 54313 Amanda K. Johnson, 816 Voelker Street, De Pere, WI 54115 Philip C. Karas, 3108 Sunray Lane, Green Bay, WI 54113 Bruce T. Kettner, 1754 O'Hearn Lane, De Pere, WI 54115 Debra M. Kielbicki, 537 Morris Avenue, Green Bay, WI 54304 Beth A. Kleiber, 327 Lee Street, Denmark, WI 54208 Tracey A. Kleinschmidt, 4778 Overland Road, Oneida, WI 54155 Dennis J. Koltz, 905 George Street, De Pere, WI 54115 Theodore M. Kurowski-Belleau, W1472 Tall Feather Way, Seymour, WI 54165 Thomas G. LaBumbard, 335 La Verne Drive, Green Bay, WI 54311 Bonnie A. Lasee, 1535 N. Ashland Avenue, De Pere, WI 54115 Anthony W. Lison, 1247 Lawe Street, Green Bay, WI 54301 Benjamin T. Livingood, 2685 Humboldt Road, Green Bay, WI 54311 Zeta M. Martinez, 817 Marshall Avenue, Green Bay, WI 54303 Brenda J. Matz, 3415 Hilltop Way, Green Bay, WI 54301 Jacob J. Miller, 911 Third Street, De Pere, WI 54115 Lisa M. Mleziva, 2941 Thunderbyrd Trail, Green Bay, WI 54313 Tracie A. Mueller, N9275 County Road Y, Seymour, WI 54165 Ashley M. Mullen, 764 Fernando Drive, De Pere, WI 54115 Judith A. Myers, 1334 Waube Lane, Green Bay, WI 54304 Ann M. Oleyniczak, 108 N. Winnebago Street, De Pere, WI 54115 Mary Kay Orsted, 1215 Dousman, Green Bay, WI 54303 Kathryn L. Ott, 508 N. Ontario Street, De Pere, WI 54115 Amanda L. Otten, 1952 Terry Lane, De Pere, WI 54115 Tammie A. Patske, 1305 Hillcrest Drive, Kaukauna, WI 54130 Hollie A. Pedersen, 1114 Aldrin Street, De Pere, WI 54115 Brady D. Piper, W368 County Road E, Oconto Falls, WI 54154 Dori L. Porior, 732 Park Street, De Pere, WI 54115 Desirae J. Putt, 1973 Scheuring Road, De Pere, WI 54115 James R. Rasmussen, 1308 Wirtz Avenue, Green Bay, WI 54304 Amy J. Schmit, N4233 Birch Trail, Freedom, WI 54130 Robert C. Seroogy, 2140 S. Pine Tree Road, De Pere, WI 54115 Amanda M. Smits, 1114 N. Hawthorne Drive, Appleton, WI 54915 Bruce R. Soquet, 2044 Muirfield Way, New Franken, WI 54229 Mary Jo Stephani, 1151 S. Oneida Street, Green Bay, WI 54304 Crystal M. Torres, 1947 Minten Way, De Pere, WI 54115 Jeremy M. Uecker, 421 Turner Street, Wrightstown, WI 54180 Jamie M. Van De Hei, 1601 Sand Acres Drive, De Pere, WI 54115 Kenneth J. VandeKreeke, 1118 Schauer Lane, Green Bay, WI 54304 Jeremy A, Vetter, 3602 N. Marcos Lane, Appleton, WI 54911 Susan R. Waelchli, 793 Brookwood Circle, Oneida, WI 54155 Wayne A. Wood, 2283 Lawrence Drive, De Pere, WI 54115 635 N ERIE ST KENNETH L CLARK 703 N ERIE ST ANDREA THORPE LEANNE E KENT 702 N HURON ST 707 N ERIE ST LOLA M KARAS EDWARD & MARY KIMMETH 708 N HURON ST

DE PERE WI 54115-3003
DE PERE WI 54115-3005
ST DE PERE WI 54115-2621
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DE PERE WI 54115-2621 DE PERE WI 54115-3005 724 N HURON ST BRENT D & SUSAN M JENSEN ANDREW & SOFIA KRANS 713 N ERIE ST 816 RIDGEWAY BL DE PERE WI 54115-3029 GREEN BAY WI 54313-4085 ELIZABETH A GORDON DAVID W & WENDY L RUSCH GERALD H & SARAH J CEGELSKI 3176 BURTONS RIVERSIDE 902 RIDGEWAY BL 908 RIDGEWAY BL DE PERE WI 54115-3031 DE PERE WI 54115-3031 DE PERE WI 54115-3031 PAULETTE M BITTNER ELVERTA I BITTNER 920 RIDGEWAY BL 713 N ONTARIO ST DE PERE WI 54115-3023 DE PERE WI 54115-3023 MARK J & AMY T LIST WALTER P & LAUREL J HEIL KENNETH A NIER 707 N ONTARIO ST 726 N HURON ST DE PERE WI 54115-2621 DE PERE WI 54115-8272 DE PERE WI 54115-3027 JASON M & HEATHER S PETERSON JAMES J & NANCY L BERGMAN 2147 SWANSTONE CI 718 RIDGEWAY BL 714 RIDGEWAY BL DE PERE WI 54115-3027 DE PERE WI 54115-3006 DE PERE WI 54115-3006 GERALD L & VICKIE L DASSLER KENT A & KIMBERLY E THEEL DENNIS/JOANNE O DONNELL 702 N ERIE ST 706 N ERIE ST 1126 PLEASANT VALLEY DR DE PERE WI 54115-3000 ONEIDA WI 54155-8634 DE PERE WI 54115-3029 DE PERE WI 54115-3030 DE PERE WI 54115-3036 DE PERE WI 54115-3036 JENNIFER FROELICH DAVID P & MICHELLE A SPIERING 822 RIDGEWAY BL 911 RIDGEWAY BL WILLIAM W & JEANNIE G WOODWARD TAYLOR B & ANGELIN R DAUL EDDA M QUIGLEY 833 URBANDALE AV 825 URBANDALE AV 817 URBANDALE AV DE PERE WI 54115-3036 DE PERE WI 54115-3041 KATHRYN A SMITS R CALEB & SUSAN A CHAPEL ROBERT J & JOAN P SCHAUPP 822 WHITE PINE AV PO BOX 12737 800 GLENWOOD AV GREEN BAY WI 54307-2737 DE PERE WI 54115-3014 DE PERE WI 54115-3014 JAMES F KRESS JULIE ANNE KRESS 800 GLENWOOD AV 815 WHITE PINE AV DE PERE WI 54115-3040 MARK A & DIANE E BETZ DE PERE WI 54115-3028 DE PERE WI 54115-3043 815 RIDGEWAY BL LINDA M NEPH ERIC J & MARIE K RUPP 910 WHITE PINE AV DE PERE WI 54115-3017 DE PERE WI 54115-3016 DE PERE WI 54115-3016 815 NICOLET AV DANIEL M & HOLLY J POPKEY JAMES & RITA VAN GEMERT ERIK C & KRISTIN M NELSON 904 HICKORY AV 918 HICKORY AV 923 WHITE PINE AV DE PERE WI 54115-3042 DE PERE WI 54115-3016 MICHAEL W SHADE JAMES R & CONSTANCE A HASSETT 938 HICKORY AV 930 HICKORY AV DE PERE WI 54115-3016 GEORGE F & KATHLEEN A KERWIN RICHARD D & ELLEN P HORAK RONALD M CODY & CHERYL LONGBOAT KEY FL 34228-4207 1908 HARBOURSIDE DR/#404 DE PERE WI 54115-3035 OJAI CA 93023 906 TALBOT AV ENGLEBERT ENGLEBERT
WELLS ALLISON H TRUST
ERICH BAKKE
KEVIN M & SUSAN M PASTERSKI
RICHARD P & DEBORAH L AUSTIN
MARILYN CLANCY
MATTHEW G & LINDA S PERA
DAVID W HUNNICUTT & AMY L LEWIS 902 S RICE RD 713 N HURON ST DE PERE WI 54115-2620 DE PERE WI 54115-3013 DE PERE WI 54115-3014 805 GLENWOOD AV 826 GLENWOOD AV 845 URBANDALE AV DE PERE WI 54115-3036 DE PERE WI 54115-3026 DE PERE WI 54115-3062 DE PERE WI 54115-3026 DE PERE WI 54115-3033 727 RIDGEWAY BL 730 NIÇOLET AV 703 RIDGEWAY BL MURAL F ADAMS CHRISTOPHER J & HEATHER ROTH 818 TALBOT AV 702 RANDALL AV DE PERE WI 54115-3025 DE PERE WI 54115-3025 LILLIAN L MC KENNA SCOTT W & KATHERINE M JANSSEN 718 RANDALL AV 713 RIDGEWAY BL 723 RIDGEWAY BL DE PERE WI 54115-3026 DE PERE WI 54115-3026 GREEN BAY, WI 54304 PAUL & GENEVIEVE STIBBE KEVIN J & CATHLEEN K SMITH TOM VAN DEHEI BEST BUILT 3100 HOLMGREM WAY 1758 BRIDGE PORT LN DE PERE WI 54115 ALFRED J LEWISON 2155 LAWRENCE DR 1783 BRIDGE PORT LN DE PERE WI 54115-8128 DE PERE WI 54115-8098 BENJAMIN SEAQUIST & S SCHALL BRENDA L ZEITLER DE PERE WI 54115 DE PERE WI 54115-8128 DE PERE WI 54115-8035 1774 BRIDGE PORT LN BRETT J JANSEN 2191 LAWRENCE DR 1798 LEMON LN 2171 LAWRENCE DR CHRISTOPHER M & ERIN C DUFFY CHRISTOPHER M & L JONES DE PERE WI 54115-8128 OCONTO FALLS WI 54154-1234 CORNELIS D & PAULA L BAVINCK CRESTWOOD PROP LLC DAVID N COLLINS 110 W INDIANWOOD LN 2168 LAWRENCE DR DE PERE WI 54115-9420 DE PERE WI 54115-8098 GREEN BAY WI 54313-9367 1743 BRIDGE PORT LN 1575 MESA DR 1791 BRIDGE PORT LN DENNIS M & R COLLINS GERALD C & GLORIA P BIGELOW DE PERE WI 54115-8098 DE PERE WI 54115-7684 DE PERE WI 54115-9419 GREG A NISSEN GREG A NISSEN
JAMES M & BECKY L BURKEL
JERRY J & SHERI A GERONDALE
JULIE A GLOEDE PHELPS &
JUSTIN M & SARA M MONNETTE 1785 GRANT ST #2 1842 LEMON LN DE PERE WI 54115 DE PERE WI 54115 1751 BRIDGE PORT LN 1792 LEMON LN 1776 LEMON LN DE PERE WI 54115-8035 DE PERE WI 54115-9420 DE PERE WI 54115-7440 KEVIN L & SARAH J ANDERSON KURT & MICHELLE CICHY KURT DITZMAN 2138 LAWRENCE DR 1801 PAYTON CT 1756 LEMON LN DE PERE WI 54115 DE PERE WI 54115-8032 LISA J VAN GOMPEL MARK E FUERST NICHOLAS & A VAN LANEN NICHOLAS & HOPF PAUL D & KIM M LEMBERGER ROBERT & CM OLEYNICZAK 1750 BRIDGE PORT LN 1784 LEMON LN DE PERE WI 54115-8035 DE PERE WI 54115 DE PERE WI 54115 2156 LAWRENCE DR 2179 LAWRENCE DR 1799 BRIDGE PORT LN **DE PERE WI 54115** 2163 LAWRENCE DR 1775 BRIDGE PORT LN DE PERF WI 54115-8128 RYAN P & DAWN M WILLIAMS SCOTT D BITTERS **DE PERE WI 54115** 1768 LEMON LN DE PERE WI 54115-8035 DE PERE WI 54115-7440 SERGIO LOPEZ & G GARCIA STUART W & RONDA BRINK TIMOTHY H & JENNIFER L FUNK 1800 PAYTON CT 1766 BRIDGE PORT LN DE PERE WI 54115-8032 DE PERE WI 54115-8035 GREEN BAY WI 54304-5736 1748 LEMON LN TODD A & ANN M SEGERSTROM 3090 HOLMGREN WY V H C INC 1767 BRIDGE PORT LN DE PERE WI 54115-8098 WESLEY S & KATHY M TENNANT AMERICAN SIGNAL CORPORATION 8600 WEST BRADLEY ROAD MILWAUKEE, WI 53224 chelseagrusczynski@gmail.com Chelsea Grusczynski Wrightstown, WI 54180 436 Washington Street Skylark Enterprizes, LLC Patricia Tiedmann 3317 Business Park Drive Stevens Point, WI 54482 **Rettler Corporation** Jeff Bahling, RLA, ASLA 1669 Fort Howard Avenue De Pere, WI 54115 Feaker & Sons Construction Appleton, WI 54914 2020 W. Capitol Drive Sam Sommers Concrete White Bear Lake, MN 55110 1177 Birch Lake Blvd. N. Insituform Technologies USA, Inc.

Kevin Corrado, President & Publisher Harry Macco

Steve Simon, Facilities

Laurie Radke, President

New Cell

De Pere Journal Hillcrest Homes Premonstratensian Fathers Green Bay Area Chamber of Commerce 435 East Walnut Street P.O. Box 23430 2986 County Road PP

1016 N. Broadway

1580 Mid-Valley Drive

Green Bay, WI 54305-3430 De Pere, WI 54115

De Pere, WI 54115

De Pere, WI 54115

## COMMON COUNCIL MEETING CITY OF DE PERE, WISCONSIN – MAY 1, 2012

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Tuesday, May 1, 2012.

Mayor Walsh called the meeting to order at 7:32 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 VanVonderen. The Council said the Pledge of Allegiance to the Flag.

Alderperson Lueck moved, seconded by Alderperson Robinson to approve the minutes of the April 17, 2012 meeting. Alderperson Crevier stated his name was misspelled. Upon vote, the minutes were approved unanimously.

#### PUBLIC HEARING

4A. A Public Hearing on an amendment to conditional use permit for Sit And Stay Pet Resort, LLC to allow for a 3,200 square foot expansion was scheduled for 7:35 p.m. Deputy Clerk Vicki Scray announced the Notice of Public Hearing was published in the City's Official Newspaper, the De Pere Journal on April 12 and April 19, 2012.

4B. City Planner Ken Pabich presented the above amendment stating the Plan Commission recommended approval.

Mayor Walsh declared the public hearing open for anyone wishing to speak. Tom Wood, Sit And Stay Pet Resort, LLC, 2021 Enterprise Dr., #4 gave a presentation speaking in favor of the above amendment. Mayor Walsh closed the public hearing.

4C. Resolution 12-43, Authorizing And Approving An Amendment to A Conditional Use Permit (Parcel ED-344-104-7) was presented. Alderperson Lueck moved, seconded by Alderperson Bauer to approve the resolution. Upon discussion and vote, motion carried unanimously.

#### **PUBLIC HEARING**

5A. Public Hearing on a rezoning request for a part of Whistler and Bridge Port Courts was scheduled for 7:35 p.m. Deputy Clerk, Vicki Scray announced the Notice of Public Hearing was published in the City's Official Newspaper, the De Pere Journal on April 12 and April 19, 2012.

5B. City Planner Ken Pabich presented the above rezoning request stating the Plan Commission recommended approval.

Mayor Walsh declared the public hearing open for anyone wish to speak. The following attendees spoke in opposition to the above rezoning request:

Dennis Collins, 1743 Bridgeport Ln., De Pere, WI. Mr. Collins submitted a General Opposition Petition and a Protest Petition to the Common Council. Steve Wilkins, 2137 Lawrence Dr., De Pere, WI

Rose Collins, 1743 Bridgeport Ln., De Pere, WI

A presentation was made in support of the above rezoning request by the following attendees:

Tom VandeHei, Best Built, 1601 Sand Acres, De Pere, WI Ann Murphy, Murphy Development Pat Murphy, Murphy Development

The additional following attendees spoke in opposition to the above rezoning request:

Al Lewison, 1758 Bridgeport Ln, De Pere, WI Stan Kroll, 2218 Samantha St., De Pere, WI Paula Bavinck, 2171 Lawrence Dr., De Pere, WI Robert Terhar, 1849 Lemon Ln., De Pere, WI Mike Kleuskens, 1580 Red Maple Rd., De Pere, WI

#### DRAFT

Jim Vandenboogard, 1594 Red Maple Rd., De Pere, WI Steve Wilkins, 2137 Lawrence Dr., De Pere, WI (second speaking)

Discussion followed. Judy Schmidt-Lehman, City Attorney determined the Protest Petition was not valid because the signatures were not acknowledged.

- 5C. Ordinance #12-08, Rezoning Certain Property (Parcel WD-L183-5) was presented for consideration. Alderperson Boyd moved, seconded by Alderperson Lueck to table the rezoning request. Motion passed unanimously.
- 6. Public Comment or other Announcements. There were none.

#### RECOMMENDATIONS FROM THE LICENSE COMMITTEE

- 7A. Alderperson Bauer moved, seconded by Alderperson Boyd to approve the application for a Class "B" Beer Fermented Malt Beverage License for Wally Dogs, 310 Main Avenue. Upon discussion and vote, motion carried unanimously.
- 7B. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve the application for a Temporary Premise Description Change for St. Norbert College. Upon vote, motion carried with 6 ayes and 2 abstentions. Alderpersons Robinson and Crevier abstained; all others voted aye.

#### RECOMMENDATIONS FROM THE BOARD OF PARK COMMISSIONERS

- 8A. This item was corrected to "Donation from Lindeman's Cleaning". Alderperson Lueck moved, seconded by Alderperson Robinson, to approve the donation from Lindeman's Cleaning. Upon vote, motion carried unanimously.
- 8B. Alderperson Boyd moved, seconded by Alderperson Lueck to approve the grant of \$800 from United States Tennis Association to fund youth tennis. Upon vote, motion carried unanimously.
- 8C. Alderperson Crevier moved, seconded by Alderperson Lueck to approve the donation of cell phones from Cellcom to use during Summer Camp Program. Upon vote, motion carried unanimously.

#### RECOMMENDATION FROM THE PLAN COMMISSION

- 9A. Alderperson Boyd moved, seconded by Alderperson Lueck, to approve the Extraterritorial CSM for a 3 lot CSM located in the Town of Ledgeview, Parcel D-401. Upon vote, motion carried.
- 10. Ordinance 12-09, Creating §8-23, De Pere Municipal Code Relating to Social Host Alcohol Restrictions (second reading) was presented. Alderperson Donovan moved, seconded by Alderperson Boyd to enact the ordinance. Upon discussion and vote, motion carried unanimously.
- 11. Resolution 12-44, Authorizing Agreement For Consultant Services With Springsted Incorporated (TID #9 Creation And Project Plan) was presented. Alderperson Donovan moved, seconded by Alderperson Boyd to approve the resolution. Upon discussion and roll call vote, motion carried unanimously.
- 12. Resolution 12-45, Authorizing Tower Lease Agreements With T-Mobile Central LLC (Merrill and 9<sup>th</sup> Street Towers) was presented. Alderperson Robinson moved, seconded by Alderperson Bauer to approve the resolution. Upon vote, motion carried unanimously.
- 13. Resolution 12-46, Authorizing Control of Access Along Local Street Resolutions (Old Plank Road, Old Janssen Trail, Rockland Road) was presented. Alderperson Boyd moved, seconded by Alderperson Lueck, to approve the resolution. Upon discussion and vote, motion carried unanimously.
- 14. Resolution 12-47, Authorizing Agreement For Consulting Services With Cedar Corporation (Parks and Recreation ADA Accessibility Audit) was presented. Alderperson Crevier moved, seconded by Alderperson Lueck to approve the resolution. Upon roll call vote, motion carried unanimously.
- 15. Resolution 12-48, Cancelling 2011 Taxes on City Owned Parcel ED-F0081-2-1 was presented. Alderperson Donovan moved, seconded by Alderperson Crevier to approve the resolution. Upon discussion and vote, motion carried unanimously.

#### **DRAFT**

- 16. Resolution 12-49, Imposing A Moratorium On Issuance Of Sign Permits For Erecting, Constructing, Enlarging Or Structurally Modifying Permanent Off-Premise Signs was presented. Alderperson Lueck moved, seconded by Alderperson Boyd to approve the resolution. Upon vote, motion carried unanimously.
- 17. Larry Delo, City Administrator reported on activities of the City Sustainability Team. Discussion followed with a request by the council for a cost comparison of manual compiling (paper) of the City of De Pere Common Council packets versus the cost of purchasing computer notebooks for council members viewing of Common Council packets to be presented in upcoming budget discussions.
- 18. Vouchers were presented. Alderperson Lueck moved, seconded by Alderperson Boyd to approve the vouchers. Upon vote, motion carried unanimously.
- 19. Applications for Operator's Licenses were presented:

ITEM#	NAME	ADDRESS	CITY	ST	ZIP		
Previously Tabled Operator License for the 2010-2012 Licensing Period							
1	JENSWOLD, MELINDA E.	822 CATHERINE STREET	GREEN BAY	WI	54301		
2	NELSON, CALVIN M.	110 WOODVIEW LANE	GREEN BAY	WI	54301		
3 SANDERS, STEPHEN A.		2745 WOODRUFF COURT	GREEN BAY	WI	54311		
	Temporary Operator License for the 2010-2012 Licensing Period						
1	ADAMS, STEVEN F.	949 CHRISTIANA STREET	GREEN BAY	WI	54303		
2	BIES, DRAKE E.	2325 TALLADEGA COURT	DE PERE	WI	54115		
3	BURHITE, MICHELLE A.	1125 CIRCLE DRIVE	GREEN BAY	WI	54313		
4	CORRIGAN, BRIAN J.	813 FOURTH STREET	DE PERE	WI	54115		
5	CORRIGAN, SHELLEY A.	813 FOURTH STREET	DE PERE	WI	54115		
6	JENSEN, WILLIAM E.	332 DESPLAINE ROAD	DE PERE	WI	54115		
7	MEYER, PAULA K.	1411 MISSION HEIGHTS RD.	DE PERE	WI	54115		
8	PARTRIDA DE LA ROSA, MARIO A.	2968 YELLOW JASMINE WAY	GREEN BAY	wı	54313		
9	PERRIGOUE, JENNY L.	2850 VIKING DRIVE, #30	GREEN BAY	WI	54304		
10	STEPHENSON, KATHRYN J.	709 VIRGINIA DRIVE	DE PERE	WI	54115		
11	VANDERBLOOMEN, BRYAN M.	1334 SAND ACRES DRIVE	DE PERE	WI	54115		
11	,	for the 2012-2014 Licensing Period	1	1 ,,,1	5 1115		
1	BEHRENDT, DEBRA L.	903 N. BROADWAY STREET	DE PERE	WI	54115		
2	CONSTINE, JULI K.	508 N. HURON STREET	DE PERE	WI	54115		
3	CRAMER, LORRI A.	2682 GREEN ISLE COURT	GREEN BAY	WI	54301		
4	DENOBLE, HEATHER M.	774 W. ADAM DRIVE	DE PERE	WI	54115		
5	ESTANO, HAYDEN A.	1500 S. RIDGE ROAD	GREEN BAY	wı	54304		
6	FELTHEIM, ANDREW L	540 MASTERS LANE	GREEN BAY	WI	54311		
7	FREA, ALLEN W.	1140 S. WEBSTER AVENUE	GREEN BAY	WI	54301		
8	GAJESKI, DENISE A.	846 ELM STREET	DE PERE	WI	54115		
9	GOETZ, ROXANNE J.	802 SPRUCE STREET	DE PERE	WI	54115		
10	GRIBBLE, CHAD F.	889 KELLOGG STREET	GREEN BAY	WI	54303		
11	GOLDSCHMIDT, CASSANDRA M.	120 1/2 N. HURON STREET	DE PERE	WI	54115		
12	JACKSON, LORI M.	1200 DOUSMAN	GREEN BAY	WI	54303		
13	KOEHLER, JO-ANN	1791 GRANT STREET #6	DE PERE	WI	54115		
14	LAGOO, JOHN O.	419 N. ST. BERNARD	DE PERE	WI	54115		
15	MARTIN, DEL D.	479 S. HURON ROAD	GREEN BAY	WI	54311		

#### **DRAFT**

16	MCARDLE, MICHELLE L.	2048 WILLIAMS GRANT DR.	DE PERE	WI	54115
17	METZLER, JAMES J.	3826 E. ONTONAGON LANE	GREEN BAY	WI	54301
18	MULLINS, SUSAN M.	324 S. NINTH STREET	DE PERE	WI	54115
19	NILO, RAINA D.	911 SMITH STREET	GREEN BAY	WI	54302
20	OTTO, LAURIE L.	1401 QUINNETTE LANE	DE PERE	WI	54115
21	PATTON, JESSICA L.	2804 VIKING DRIVE, APT 1A	GREEN BAY	WI	54304
22	POLEY, MICHAEL A.	220 FORT HOWARD AVENUE	DE PERE	WI	54115
23	SCOTT, MONICA A.	PO BOX 532	GREEN BAY	WI	54305
24	VANDREEL, JANA L.	463 LORRAINE LANE	GREEN BAY	WI	54311
25	VANVEGHEL, CYNTHIA L.	408 N. GOOD HOPE ROAD	DE PERE	WI	54115
26	WYMAN, JESSE M.	1108 PATRICK HENRY AVE.	DE PERE	WI	54115
27	ZEITLER-MUNIZ, JUDITH E.	3946 VANDERWEGEN	DE PERE	WI	54115

Alderperson Bauer moved, seconded by Alderperson Lueck to approve Previously Tabled Operator License Applications #1-3. Upon vote, motion carried unanimously.

Alderperson Bauer moved, seconded by Alderperson Lueck to approve Temporary Operator License Applications #1-11. Upon vote, motion carried unanimously.

Alderperson Bauer moved, seconded by Alderperson Boyd to approve Operator License Applications #1-27. Upon vote, motion carried unanimously.

- 20. Future agenda items. None.
- 21. Old business. None.
- 19. Upon motion by Alderperson Crevier, seconded by Alderperson Lueck, the Common Council adjourned at 10:08 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Vicki L. Scray Deputy Clerk

#### RESOLUTION #12-27

# REGARDING THE VACATION OF A PORTION OF A PUBLIC THOROUGHFARE (Glenwood Avenue)

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

WHEREAS, the public interest may require the vacation of said right-of-way; and

WHEREAS, the Plan Commission has reviewed and recommended approval of such vacation and discontinuance, with a public hearing on said vacation to be held in accordance with Wis. Stats. §66.1003(4)(b), on May 15, 2012 at 7:35 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. Part of Private Claim 29 and Private Claim 30, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at Brown County ID Point 30N17.2;

thence S64°06'25"E, 1943.57 feet along a line connecting Brown County ID Point 30N17.2 and Brown County ID Point 30P18.1;

thence S25°53'35"W, 679.61 feet to the intersection of the southerly right of way of Nicolet Avenue and the easterly right of way of Glenwood Avenue, the <u>POINT OF</u> BEGINNING;

thence S54°31'50"W, 31.57 feet to the westerly right of way of said Glenwood Avenue;

thence 36.63 feet along the arc of a 85.00 foot radius curve to the right, having a long chord which bears S01°53'18"E, 36.35 feet along said westerly right of way;

thence 83.41 feet along the arc of a 185.00 foot radius curve to the right, having a long chord which bears S21°5O'21"W, 82.71 feet along said westerly right of way;

thence 169.12 feet along the arc of a 615.00 foot radius curve to the left, having a long chord which bears S31°26'51"W, 168.59 feet along said westerly right of way to the northerly right of way of Ridgeway Boulevard;

thence S63°57'20"E, 30.03 feet along said northerly right of way to the easterly right of Glenwood Avenue;

thence 163.31 feet along the arc of a 585.00 foot radius curve to the right, having a long chord which bears N31°26'23"E, 162.78 feet along said easterly right of way;

thence 97.81 feet along the arc of a 215.00 foot radius curve to the left, having a long chord which bears N22°03'30"E, 96.96 feet along said easterly right of way;

thence 60.60 feet along the arc of a 115.00 foot radius curve to the left, having a long chord which bears N04°50'44"W, 59.90 feet to the Point of Beginning.

Said parcel contains 9,164 Square Feet of land more or less.

be and the same is hereby wholly vacated and discontinued as a public thoroughfare. The City of De Pere hereby vacates all City owned utility easements in such area but reserves therein any currently existing easements for other utilities. Said public right-of-way to be vacated is set forth on the scale map attached hereto and incorporated by reference herein as Exhibit A.

Section 2. Vacation of this right-of-way is expressly contingent upon the rededication of this portion of Glenwood Avenue by the property owners adjacent thereto by recording a Certified Survey Map substantially similar to that attached hereto and incorporated by reference as Exhibit B.

Section 3. The City Clerk-Treasurer is hereby authorized and directed to file and record this resolution, with the map attached, in the Office of the Register of Deeds for Brown County and to amend the Official Map of the City in conformity with this resolution.

Resolution #12-27 Page 3 of 3

Introduced to the Common Council of the City of De Pere at its regular meeting held on the  $\frac{4^{th}}{2}$  day of April, 2012.

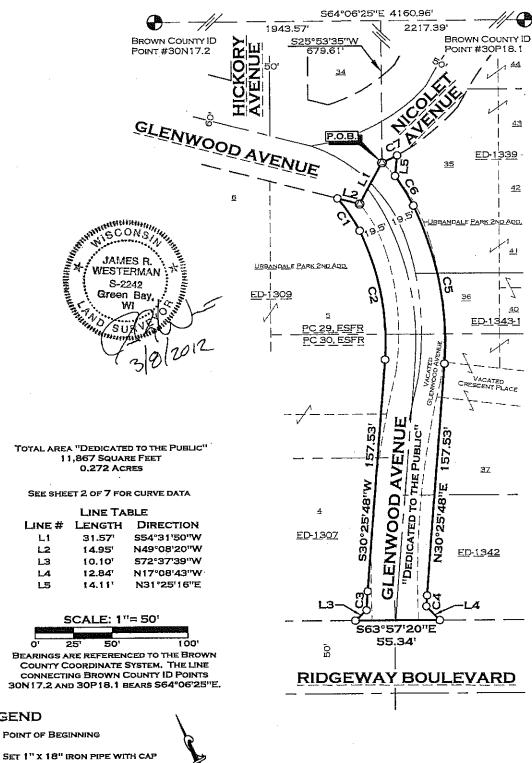
Adopted by the Common Council of the City of De Pere, Wisconsin, this 15<sup>th</sup> day of May, 2012.

	APPROVED:
	Michael J. Walsh, Mayor  ATTEST:
	Vicki L. Scray, Deputy Clerk
Ayes:	
Nays:	

# **VACATION SKETCH** 1943.57 2217.391 BROWN COUNTY ID POINT #30N 17.2 BROWN COUNTY ID POINT #30P18,1 GLENWOOD AVENUE 6 8 POINT OF BEGINNING 42 41 36 ED-1309 THIS PORTION OF **GLENWOOD AVENUE** TO BE VACATED 9,164 SQUARE FEET ED-1342 ED-1307 37 39 SCALE: 1"= 40' S63°57'20"E 30.03 RIDGEWAY BOULEVARD **CURVE TABLE** CHORD TANGENT SECOND TANGENT CHORD CURVE# DELTA RADIUS LENGTH DIRECTION LENGTH BEARING BEARING 510° 27' 31"W Ci 24°41'39" 85.00' C2 534° 45' 20"W CЗ C4 163.31' N31°26'23"E 162.78' 97.81' N22°03'30"E 96.96' N09° 01' 34"E C5 26°03'52" 215.00' N35°05'26"E N19° 56' 32"W 30"11'34" 115.00 C6 60.60' NO4°50'44"W 59.90' N10°15'03"E ROBERT E. LEE & ASSOCIATES, INC.

FILE R:\0400\0404\D404374\DWG\0404374VACATI

PART OF LOT'S 4, 5, 35, 36 AND 37 OF URBANDALE PARK 2ND ADDITION, PART OF VACATED GLENWOOD AVENUE AND PART OF VACATED CRESCENT PLACE, ALL BEING PART OF PRIVATE CLAIMS 29 AND 30, EAST SIDE OF FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN





P.O.B. POINT OF BEGINNING

- 0 WEIGHING 1.38 LBS./LIN. FT.
- 0 SET PK NAIL W/ WASHER
- **BROWN COUNTY ID POINT**



4664 GOLDEN POND PARK COURT HOBART, WI 54155 PHONE:(920) 662-9641 FAX:(920) 662-9141 ERNET: WWW.RELEEINC.COM

374\DWG\0404374CSMDWG SHEET 1 OF 7

#### **SURVEYOR'S CERTIFICATE:**

I, JAMES R. WESTERMAN, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT BY THE ORDER AND UNDER THE DIRECTION OF THE CITY OF DE PERE, I HAVE SURVEYED, DEDICATED AND MAPPED A PARCEL OF LAND BEING PART LOT'S 4, 5, 35, 36, AND 37 OF URBANDALE PARK 2ND ADDITION, PART OF VACATED GLENWOOD AVENUE AND PART OF VACATED CRESCENT PLACE, ALL BEING PART OF PRIVATE CLAIM'S 29 AND 30, EAST SIDE OF FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT BROWN COUNTY ID POINT 30N17.2;

THENCE \$64°06'25"E, 1943,57 FEET ALONG A LINE CONNECTING BROWN COUNTY ID POINT 30N17.2 AND BROWN COUNTY

THENCE \$25°53'35"W, 679.61 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF NICOLET AVENUE AND THE EASTERLY RIGHT OF WAY OF VACATED GLENWOOD AVENUE, THE <u>POINT OF BEGINNING;</u>

THENCE S54°31'50"W, 31.57 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF GLENWOOD AVENUE;

THENCE N49°08'20"W, 14.95 FEET ALONG SAID SOUTHERLY RIGHT OF WAY;

THENCE 26.26 FEET ALONG THE ARC OF A 96.50 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS S07°16'37"E, 26.18 FEET;

THENCE 90.05 FEET ALONG THE ARC OF A 172.50 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS \$15°28'28.5"W, 89.03 FEET;

THENCE \$30°25'48"W, 157.53 FEET;

THENCE 12.89 FEET ALONG THE ARC OF A 619.50 FOOT RADIUS CURVE TO THE LEFT, HAVING A LONG CHORD WHICH BEARS \$29°50'02.5"W, 12.89 FEET;

THENCE \$72°37'39"W, 10.10 FEET TO THE NORTHERLY RIGHT OF WAY OF RIDGEWAY BOULEVARD;

THENCE \$63°57'20"E, 55.34 FEET ALONG SAID NORTHERLY RIGHT OF WAY;

THENCE N 17°08'43"W, 12.84 FEET;

THENCE 7.47 FEET ALONG THE ARC OF A 580.50 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS N30°03'40.5"E, 7.47 FEET;

THENCE N30°25'48"E, 157.53 FEET,

THENCE 110.41 FEET ALONG THE ARC OF A 211.50 FOOT RADIUS CURVE TO THE LEFT, HAVING A LONG CHORD WHICH BEARS N15°28'28.5"E, 109.16 FEET;

THENCE 23.19 FEET ALONG THE ARC OF A 135.50 FOOT RADIUS CURVE TO THE LEFT, HAVING A LONG CHORD WHICH BEARS N04°22'59"W, 23.16 FEET;

THENCE N31°25'16"E, 14.1 [ FEET TO THE SOUTHERLY RIGHT OF WAY OF NICOLET AVENUE;

THENCE 10.89 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS 588°36'58.5"W, 10.88 ALONG SAID SOUTHERLY RIGHT OF WAY TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 11.867 SQUARE FEET (0.272 ACRES) OF LAND MORE OR LESS.

THAT THE WITHIN MAP IS A TRUE AND CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION OF IT AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND WITH CHAPTER 14 OF THE GENERAL ORDINANCES OF THE CITY OF DE PERE IN THE SURVEYING, DEDICATING AND MAPPING OF THE SAME.

DATED THIS

RLS#2242

JAMES R. WESTERMAN ROBÉRT E. LEE & ASSOCIATES, INC.

**CURVE TABLE** 

				CHORD	CHORD	TANGENT	SECOND TANGENT
CURVE#	DELTA	RADIUS	LENGTH	DIRECTION	LENGTH	BEARING	BEARING
Ci	15°35'32"	96.50'	26.26	507°16'37"E	26.18	S00°31'09"W	S15° 04' 24"E
C2	29°54'39"	172,50'	90.051	S15°28'28.5"W	89.03	S30°25'48"W	S00° 31' 09"W
C3	101131"	619.50'	12.89	S29°50'02.5"W	12.89'	529°14'17"W	S30° 25' 48"W
C4	0°44'15"	580.50	7.47'	N30°03'40.5"E	7.47	N30°25'48"E	N29° 41' 33"E
C5	29°54'39"	211.50	110.41'	N15°28'28,5"E	109.16	N00°31'09"E	N30° 25' 48"E
C6	9°48'16"	135.50	23.19	N04°22'59"W	23.16'	N09°17'07"W	N00° 31' 09"E
C7	4°09'31"	150.00	10.891	S88°36'58.5"W	10.88'	N89°18'16"W	586° 32' 13"W

SCOMS

JAMES R.

SURVE SURVE

STERMAN S-2242 Green Bay, W.

Publish: April 19 and April 26, May 3 2012 in the De Pere Journal (Class 3 Notice)

#### NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, May 15, 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 a street vacation for a part of Glenwood Avenue as described as:

That portion of Glenwood Avenue, legally described as follows:

That part of Private Claim 29 and Private Claim 30, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at Brown County ID Point 30N17.2; thence S64°06'25"E, 1943.57 feet along a line connecting Brown County ID Point 30N17.2 and Brown County ID Point 30P18.1; thence S25°53'35"W, 679.61 feet to the intersection of the southerly right of way of Nicolet Avenue and the easterly right of way of Glenwood Avenue, the POINT OF BEGINNING; thence S54°31'50"W, 31.57 feet to the westerly right of way of said Glenwood Avenue; thence 36.63 feet along the arc of a 85.00 foot radius curve to the right, having a long chord which bears S01°53'18"E, 36.35 feet along said westerly right of way; thence 83.41 feet along the arc of a 185.00 foot radius curve to the right, having a long chord which bears S21°50'21"W, 82.71 feet along said westerly right of way; thence 169.12 feet along the arc of a 615.00 foot radius curve to the left, having a long chord which bears S31°26'51"W, 168.59 feet along said westerly right of way to the northerly right of way of Ridgeway Boulevard; thence S63°57'20"E, 30.03 feet along said northerly right of way to the easterly right of Glenwood Avenue; thence 163.31 feet along the arc of a 585.00 foot radius curve to the right, having a long chord which bears N31°26'23"E, 162.78 feet along said easterly right of way; thence 97.81 feet along the arc of a 215.00 foot radius curve to the left, having a long chord which bears N22°03'30"E, 96.96 feet along said easterly right of way; thence 60.60 feet along the arc of a 115.00 foot radius curve to the left, having a long chord which bears N04°50'44"W, 59.90 feet to the Point of Beginning. Said parcel contains 9.164 Square Feet of land more or less.

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

Dated this 5th day of April, 2012.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh Mayor

Charlene M. Peterson City Clerk-Treasurer

#### ORDINANCE #12-08

# REZONING CERTAIN PROPERTY (PARCEL WD-L183-5)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change in 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 zoning change and, pursuant thereto, a public hearing having been held on the 1st day of May, 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 of Government Lots 1 & 2 Section 6 T22N R20E & part of Lot 110 Williams Grant described in 1787776 except Southbridge Estates and except road.

Parcel WD-L183-5 (Southbridge Road)

be and the same are hereby rezoned from their present zoning classification of R-1, Single Family Residence District to R-1, Single Family Residence District, R-2, Single/Two Family Residence District and R-3, General with Plan Development District (PDD) Overlay as set forth in and regulated by the provisions of §14-59 of the De Pere Zoning Code, conditioned upon compliance with the recommendations of the Plan Commission as set forth in Section 2 herein, and compliance with the provisions of Chapter 14, De Pere Municipal Code.

Ordinance #12-08 Page 2 of 2

Section 2. Such rezoning is approved provided the following conditions of the Plan

#### Commission are met:

- 1. Precise Implementation Plan must be submitted to and approved by Plan Commission.
- 2. A plat must be submitted with the Precise Implementation Plan.
- 3. Meet all other state and local regulations.

Section 3. That the Clerk-Treasurer is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

- Section 4. That all other ordinances in conflict herewith are hereby repealed.
- Section 5. 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 15th day of May, 2012.

	APPROVED:
	Michael J. Walsh, Mayor
	ATTEST:
Ayes:	Charlene M. Peterson Clerk-Treasurer
Vavs:	

Increase

Increase

No change

Item #3:

Review the rezoning request for Parcel WD-L183-5, located at the end of Whistler and Bridge Port Courts, from Single Family Residential (R-1) to Single Family Residential (R-1), Single/Two Family Residence (R-2) and General Residential (R-3) with Plan Development District (PDD) overlay. Applicant: Tom Van DeHei.

Owner is requesting a rezoning to allow for mixed development. The proposed project would have 5 single family lots, 3 duplex lots and a single multi-family development that would have one 8 unit building and two 16 unit buildings (a total of 40 units). The density for the multi-family is 3,853 square feet per unit and the code requires a minimum of 3,500 square feet per unit under the R-3 zoning classification.

#### Description

Rezone:

Single Family Residential (R-1) to Single Family Residential (R-1), Single/Two Family

Residence (R-2) and General Residential (R-3) with Plan Development District (PDD)

overlay.

Location:

End of Whistler and Bridge Port Courts.

#### Zoning

Existing Zoning: The R-1 Single Family Residence District is designed to accommodate single family homes and compatible uses that are characteristic of low density residential neighborhoods.

**Proposed Zoning:** The purpose of the Planned Development District and regulations applicable thereto is to promote the maximum benefit from coordinated area site planning.

Adjacent Zoning: R-1 to the north, R-1 to the west, R-1 and PDD (R-3) to the south, and C-EO and PDD (R-3) to the east.

#### Land Use

Use of Adjacent Property: Uses are all consistent with the zoning.

Suitability to Existing Zoning: Given the location of the future proposed southern bypass, it is difficult to see this entire site be developed as single family.

Suitability to Proposed Zoning: The proposed zoning allows for a buffer from the existing single family residential and would be compatible with development in the area.

#### Effects of Proposed Rezoning

Police and Fire: **Utilities:** Increase No change Densities: Pedestrian: Increase Parking: Traffic: Increase Property Value: Highway Access: No change Garbage: Decrease Pollution: No change Schools: Increase

Overview	Owner is requesting a rezoning to allow for mixed development. The proposed project would have 5 single family lots, 3 duplex lots and a single multi-family development that would have one 8 unit building and two 16 unit buildings (a total of 40 units). The density for the multi-family is 3,853 square feet per unit and the code requires a minimum of 3,500 square feet per unit under the R-3 zoning classification.						
inge plan killer	Does the project meet the City Stormwater regulations?	☐ Yes ☐ No ☒ NA					
		☐ Yes ☐ No ☒ NA					
	Sewer properly connected?	•					
rks	Water properly connected?	☐ Yes ☐ No ☒ NA					
Wo	Access properly designed (driveway and sidewalks)?	□ Yes □ No ⊠ NA					
lic	Are there any issues with easements or right-of-ways?	□ Yes 🖾 No 🗆 NA					
Public Works	Are there other items that need to be addressed?	🗆 Yes 🗆 No 🗵 NA					
,	Required Actions:  1. Based on the General Development Plan, Public Works did not have any specific concern	s at this time.					
e salah kejah.	Does the project meet the City Landscaping Regulations?	☐ Yes ☐ No ☒ NA					
Forestry & Parks	Required Actions:  1. A conceptual plan has been submitted; however full plans will need to be submitted w Implementation Plan.						
NAMED DESIGNATION	Does the project meet City Fire Codes?	□ Yes □ No ⊠ NA					
	Required Actions:						
Fire	1. No review at this time.						
Sakkahia)							
	Does the project meet the design regulations (exterior building elevations/materials)?	🛛 Yes 🗌 No 🗀 NA					
5.0	Does the project meet the City setback requirements?	⊠ Yes □ No □ NA					
dîn	Does the project meet the City parking requirements?	⊠ Yes □ No □ NA					
lin u	Does the project meet the City lighting requirements?	☐ Yes ☐ No ☒ NA					
ning & Buil nspection	Is the refuse properly sited and screened?	☐ Yes ☐ No ☒ NA					
ng	Does the signage meet the City code?	☐ Yes ☐ No ☒ NA					
l in I	Are there other items that need to be addressed?	□ Yes □ No ⊠ NA					
Planning & Building Inspection	Required Actions:  1. The general development plan meets the City requirements. Once the Precise Implementation Plan is submitted a full review will be completed.  2. A plat will be required.						

#### Recommendation:

Planning and Zoning staff have reviewed the proposed rezoning. Staff would support the rezoning and the General Development Plan with the following conditions:

- 1. A Precise Implementation Plan shall be submitted if the Council approves the rezoning request.
- 2. A plat or CSM shall be submitted with the Precise Implementation Plan.
- 3. Meeting all other state and local regulations.
- 4. The recommendation is forwarded to the City Council for action.



Continued on next page

# CITY OF DE PERE

# APPLICATION FOR REZONING

Fee:

\$ 245.00

Receipt #: \_\_\_\_\_\_ 68697\_

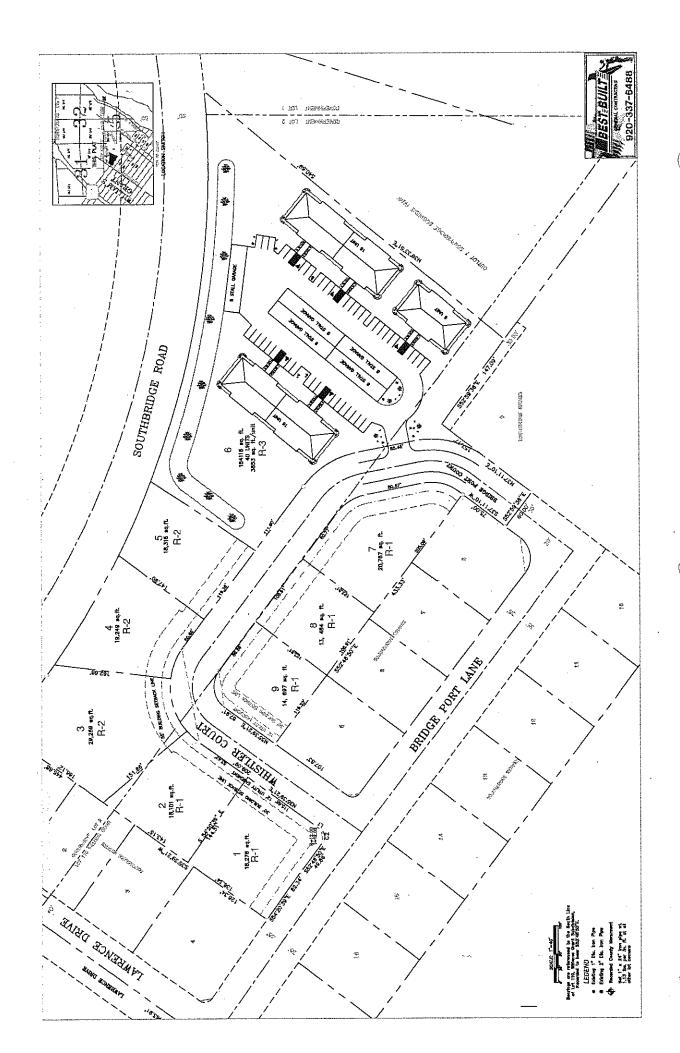
Date:

12-7-11

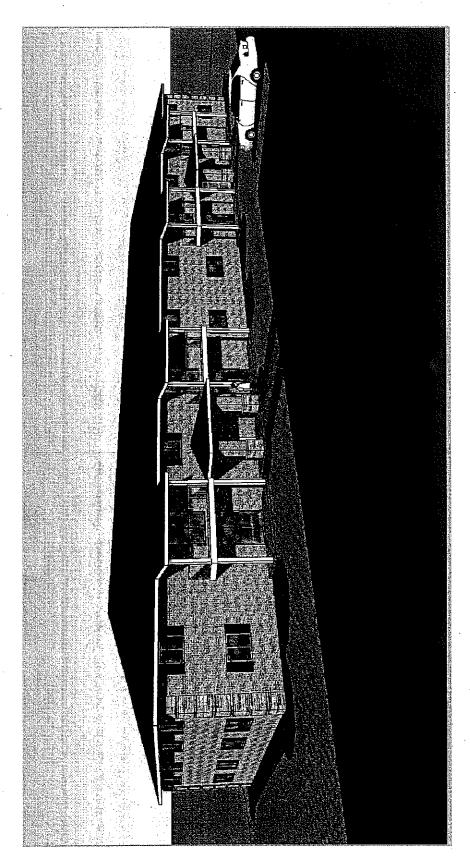
Please	Please print or type using black ink for duplicating purposes.				
Α.	A. Property Owner: Name: UHC Inc				
	Mailing Address: 3090 Holmgrem Way	· .			
	Phone: 920/336-7278	~. :1			
	Signature: Cock Fallon Date: 12-	- ]- [[			
l he	reby appoint the following as my agent for purposes of this application:				
	Agent: Name: Best Doubt Inc. Tom Van De Hor				
	Mailing Address: 3100 Holmgrem Way				
	Phone: <u>920-337-6488</u> Signature: <u>720-4488</u> Date: <u>1-7</u>				
	Signature: / a V - k fr Date Date				
	· · · · · · · · · · · · · · · · · · ·	-			
В.	Property Information				
	Address/Location of Property: Erro of Warscer Brily Rose Parcel #: W				
	Parcel Dimension: Parcel Area: 8.7 sc				
	Legal Description: Fars of GOV'T LOTS 147 Section 6 TZZN	·· <b>·</b>			
	Price of LOT 110 WILLIAMS GROWT DASK.				
	-	<del></del>			
·					
C.	Rezoning Application				
	Existing Zoning: RI - Smale Fanisy Resissorial	<u>.                                    </u>			
•	Proposed Zoning: R-1 & R-3 (Single & Mutifoming) WITH PDD	overeay			
	Adjacent Zoning: North: <u>R-1</u> South: <u>Z-1 年 足-3</u>	•			
	East: <u>C-E0-7</u> West: <u>2-1</u>				
_	Zoning Classification Within General Area:				
	Devening modified to D.1. D.2 and D.2 with DDD Overlay	 			
	Rezoning modified to R-1, R-2 and R-3 with PDD Overlay	·			

	Land Use: Present Use of Parcel:
	Vacant
	Proposed Use of Parcel: 3 Singh family lots &   Mourn-family development
	Change to 5 (R-1), 3 (R-2) and 40 units of R-3
	Present Use of Adjacent Properties:
	Present Use of Adjacent Properties: R-1 and R-3
	Present Use of Adjacent Properties: R-1 and R-3
(GN	Present Use of Adjacent Properties: R-1 and R-3  TED AUTHORIZATION:
	ED AUTHORIZATION:
	K-land N-3

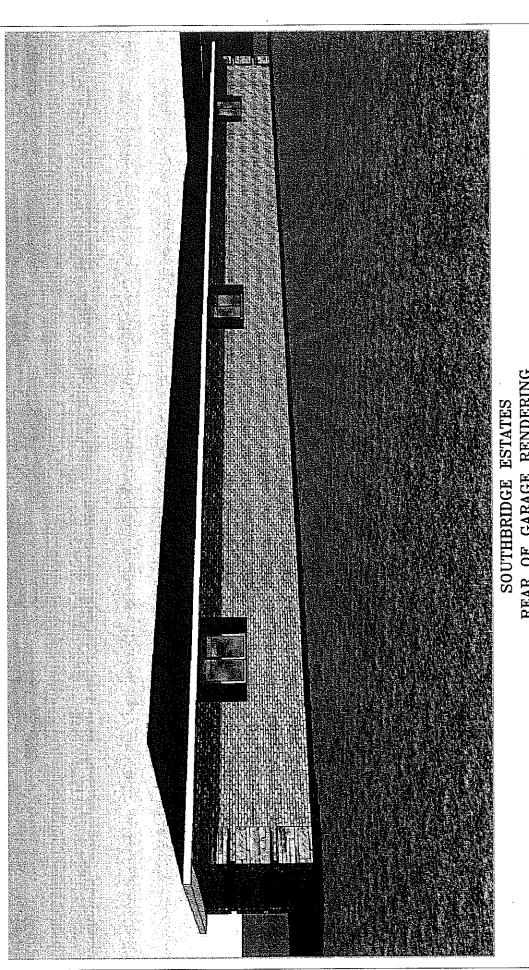
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# SOUTHBRIDGE ESTATES TYPICAL BUILDING RENDERING





REAR OF GARAGE RENDERING (FACING SOUTH)

#### RECOMMENDATION

May 8, 2012 De Pere, Wisconsin

Recommendation to the Honorable Mayor and Members of the Common Council as approved by the Finance/Personnel Committee at their duly convened meeting held May 8, 2012:

Recommendation on the following to approve:

- A. \$500 donation from De Pere Christian Outreach to be used for Police Department K-9 Unit.
- B. \$500 donation from Margueritte Gardner to the Police Department for gasoline expenses for the honor guard to attend ceremonies in Washington, D.C.
- C. Purchase one electro-mechanical outdoor emergency notification siren from American Signal Corporation.
- D. Purchase of Advance Airway Management Trainer utilizing Act 102 funds.
- E. Installation of water utilities and fountain at the Dog Park.
- F. 2012-2013 Insurance Liability Policy Renewals

Respectfully Submitted

Finance/Personnel Committee

Lawrence Delo City Administrator

MEMORANDUM

# POLICE DEPARTMENT

To:

Finance and Personnel Committee

From:

Derek A. Beiderwieden, Chief of Police

Date:

April 26, 2012

Subject:

Donation Acceptance from De Pere Christian Outreach

The De Pere Police Department has been presented a \$500.00 donation from the De Pere Christian outreach designated to be used toward the department K-9. Please accept this generous donation.

A thank you will be sent.

If you have any questions about the donation please contact me at 339-4075.

MEMORANDUM

#### POLICE DEPARTMENT

To:

Finance and Personnel Committee

From:

Derek A. Beiderwieden, Chief of Police

Date:

May 1, 2012

Subject:

Acceptance of Donation

The Department honor guard is travelling to Washington DC for the Police Week events and ceremonies May 12-15, 2012. As part of the approval of the out-of-state trip was the mention of a donation to cover gasoline expenses for the travel vehicle. Margueritte Gardner has graciously agreed to pay for the gasoline expenses for the trip and I would like to have the council accept the \$500 donation from her for that purpose.

If you should have any questions about the trip or the donation please contact me at 339-4075. Thank you in advance.

# Fire Rescue Department

400 Lewis Street De Pere, WI 54115-2717 (920) 339-4086

Fax No.; (920) 403-7883

e-mail: dpfire@mail.de-pere.org

April 16, 2012

Finance Committee City of De Pere

Re: Siren Bid Project

Pursuant to earlier discussions and pursuant to the direction of the De Pere Finance/Personnel Committee, the De Pere Fire Rescue Department requested proposals for the following:

One (1) electro-mechanical outdoor emergency notification sirens in a turnkey operation.

Proposals were received at the City of De Pere, Fire Department until 3:00 P.M. on <u>Thursday, April 5</u>, **2012**. Bids were opened at 3:02 pm in accordance with city policy and procedure.

Three companies bid on the Project:

AMERICAN SIGNAL CORP. - MILWAUKEE ----

Total \$16,790.00 (\$33,580.00)

ELECTRICAL SERVICES - KAUKAUNA ----

Total \$17,788.00 (\$35,576.00)

FEDERAL SIGNAL CORP. - UNIVERSITY PARK ILL ----

Total \$40,783.00 (\$20,391.50)

All bidders met the specifications and bid requirements. Full review was conducted on the proposals. The other bidders were quite qualified and offered a very good product.

All bidders bid on two sirens one to be installed in De Pere and One to be installed in Ledgeview.

It is the recommendation of the fire department that the City approve the purchase of one (1) electromechanical outdoor emergency notification sirens from:

AMERICAN SIGNAL CORP. - MILWAUKEE ----

Total \$16,790.00

The city budget for the tornado siren is \$19,500.00.

If you have any questions or would like to review additional information, feel free to contact me.

Sincerely: Robert Kiser Fire Chief



#### Fire Rescue Department

400 Lewis Street
De Pere, W1 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org

April 25, 2012

Finance Committee City of De Pere

Re: Request to Purchase Trainer From Act 102 funds

The De Pere Fire Rescue department receives funding from the State of Wisconsin EMS Division in to assist in purchasing needed equipment outside the normal operations. Act 102 funds have been used for EMS training, purchase of rescue airbags, replacement of the cold-water rescue suits and Cardiac Monitors.

The department paramedics do a great deal of advance life support airway care including CPAP and intubation of a patient's airway. With the use of CPAP a system of improving breathing in critical respiratory distress, the paramedics are intubating patients less.

The medical director has required all paramedics to seek additional skill time in the procedure of intubation.

Members can do this training one of three ways:

- 1. Attend additional training through NWTC.
- 2. Seek training at the local hospitals through hospital in-service training.
- 3. Develop an in-house program.

Both items 1 & 2 will require additional training costs and overtime for attendance off duty.

In an effort to keep cost down, Item 3 can be conducted on duty during an afternoon training session conducted several times throughout the year.

In order to develop an in-house program, the department needs to purchase an Advance Airway Management Trainer. The trainer is designed to allow students to perform intubation and other airway procedures in an effort to maintain these skills. The trainer will be used monthly in an effort to maintain skills as required by the department medical director.

The department is requesting the use of ACT 102 funds be used to purchase the Advance Airway Management Trainer (shipping and supplies) for a cost not to exceed \$2,000.00. (currently the account has \$9,900.00)



#### The department is requesting approval to use up to \$2,000.00 from the Act 102 funds.

If you have any questions, feel free to contact me. Listed below is the list of equipment and pricing.

Sincerely,

Robert Kiser Fire Chief De Pere Fire Rescue rkiser@mail.de-pere.org 920-339-4085

Nasco Health Care - Advance Airway Management Trainer \$1,600.95 plus shipping Intubation supplies, cleaning agents (startup cost) \$350.00.



# Memorandum

To:

Finance Committee

From:

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

Re:

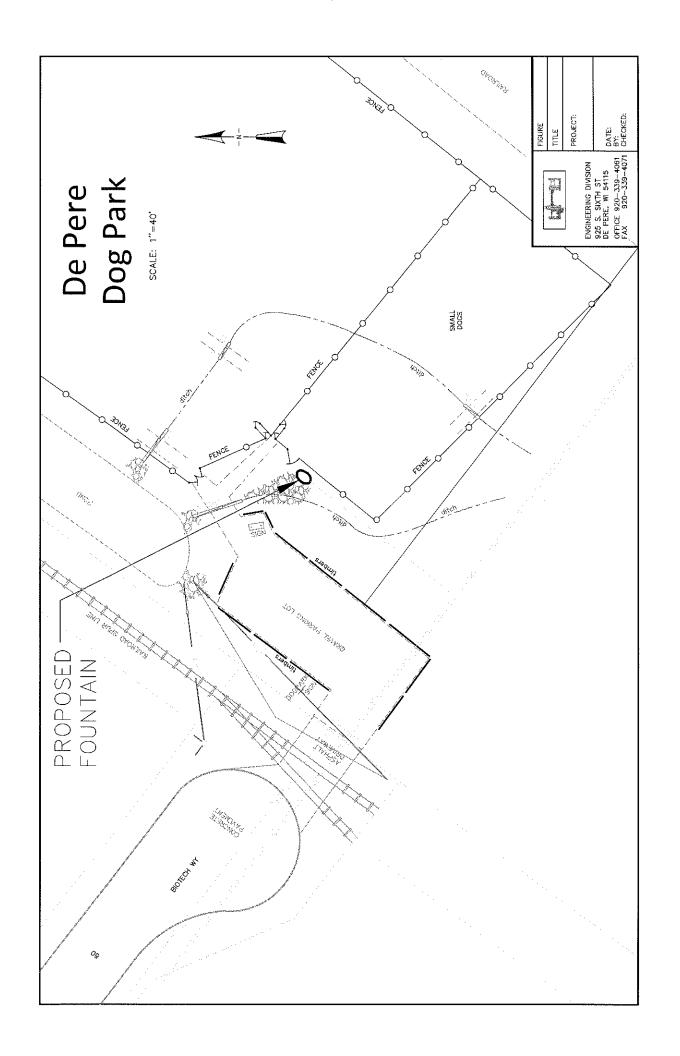
Consider water fountain at Dog Park

Date:

May 8, 2012

Issue: The Board of Park Commissioners is seeking approval to put in water at the dog park. The installation of the water would cost approximately \$2000 and would be funded from the Dog Park Fund. The cost of the water for 2012 is being donated by Mike Stumpf, however the City would include this expense in our 2013 budget proposal.

Background: The De Pere Dog Park has become one of our highest used parks in a short amount of time. It is a highly successful park that receives a high amount of traffic on a daily basis. Currently, there is no water source at the park. The Dog Park Committee is proposing to install a water fountain outside of the fenced in area that will look similar to a drinking fountain. The fountain will have an automatic shut off to ensure water is conserved. The Dog Park Committee feels water is a necessary amenity at the park considering the amount of high activity dogs go through while they are in the park.



## **MEMO**

To:

Members of the Finance/Personnel Committee

From:

Shannon Metzler, Human Resources Director AM

Re:

Consideration of 2012-2013 Insurance Liability Policy Renewals

Date:

May 3, 2012

We have been working with our broker, Arthur J. Gallagher and Liberty Mutual (formerly Wausau) Insurance Company on the City's liability policy renewals for the upcoming year. Listed below are the 2011/2012 expiring premiums, and the 2012/2013 renewal premiums.

	2011/2012	2012/2013
Policy	Current Premiums	Renewal Premiums
Workers Compensation	\$263,804	\$279,474
General Liability	\$41,152	\$42,630
Business Auto	\$40,754	\$47,533
Police Professional	\$24,381	\$25,197
Umbrella	\$6,114	\$7,417
Railroad Protective	\$1,075	\$1,075
Boiler and Machinery	\$5,490	\$5,655
(equipment breakdown)		
Crime – yearly premium is set for a	\$1,077	\$1,077
three year period (2010-2013)		
Public Officials	\$25,878	\$25,716
General Liability-GL/Line Spur	\$1,303	\$1,303
Umbrella Liability-Line Spur	\$2,325	\$2,325
Total	\$413,353	\$439,402

This renewal represents an overall increase of \$26,049 or 6.3%. Our rates last year increased 1.09% and the year before that we had an 11.8% increase. Therefore, a 6.3% increase is an average increase, and is in line.

The largest increase we have with this renewal was with our automobile coverage going up 16.6%. This is due to insuring more vehicles and the fact that we had a higher number of claims last year. The umbrella coverage is up 21.3% due to the fact that our other coverage increased.

For your information, we seek bids on these lines of coverage approximately every 5 years with the coverage renewing in June. Our crime policy renews every three years, and it is not up for renewal until next year. Also, for your information, rolled into our coverage is terrorism insurance.

The type of insurance we are lacking is with cyber liability. Cyber liability is one of the fastest growing areas of concern that employers have to deal with. The number of cyber-attacks and data breaches has increase significantly in recent years. These include accidental release of

social security numbers, health related information, credit card numbers, hard copies of documents if lost or stolen, etc. Currently, if the City would have a cyber-attack and/or a data breach, we would not have any insurance to cover that and that could have a considerable financial impact on the City including the cost of lawsuits, crisis management and notification to the affected parties. The attached document discusses additional reasons for the need for this type of coverage.

With the assistance of our insurance broker, we obtained quotes from three different organizations that provide cyber liability coverage. The annual premiums for coverage are as follows:

- Chartis-\$10,792 Admitted
- Beazley \$14,750 Non-Admitted
- Eclipse PRO \$18,505 Non-Admitted

We reviewed the proposals, and we recommend going with the Chartis insurance company. Chartis has the lowest annual premium, the lowest deductible, and their focus is insuring government entities. In addition, they are an <u>admitted</u> company which means this insurance contract is regulated by state government, which affords another level of protection and comfort for a government entity. Because of the size of Chartis, they have a vast amount of resources available if required or needed.

We have the appropriate amount of funds to cover an annual premium for 2012. Liability insurance is paid for out of the general fund, water utilities and some larger departments.

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

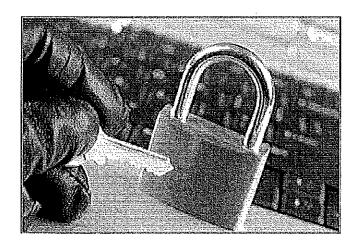
Thank you.

cc: Lawrence Delo, City Administrator

### **Property Casualty 360**

## 5 Misconceptions about Cyber Liability and Public Entities

BY JOHN A. SOLARI April 18, 2012 • Reprints



The number of cyber attacks and data breaches has increased significantly in recent years, and public entities are not exempt. These "cyber events" include the theft or release of personally identifiable information such as Social Security numbers from a computer system, the transmission of malware from a computer to a third party or a "denial of service" attack that results in the inability to use computers or websites.

These incidents can have a considerable financial impact on a public entity, including the cost of lawsuits, crisis management and notification of the affected parties. They can also lead to a public relations nightmare.

But despite these facts, some public entities continue to believe they are not truly susceptible to a cyber event. Why?

#### Read related: "Corporate Identity Theft."

Here are some of the more common misconceptions held by public entities concerning their vulnerability:

- 1. "Public entities are not a target for cyber attacks." Actually, public entities are a perfect target for cyber attacks considering the amount of confidential information in their possession. There is probably no other type of organization, other than a bank or financial institution, that stores more personally identifiable information. It's not uncommon for a public entity to have an individual's Social Security number, income statements, bank account numbers, driver's license number and even credit card information. In addition, public entities typically have confidential personal medical and health information for all of their employees.
- 2. "We have the latest technology and software available to protect our electronic information and systems." The growing number of cyber attacks (more than 500 million records breached since 2005) at both large and small organizations—even those with the most sophisticated software protection—demonstrates that no organization can be sure they are not susceptible. One of the most common causes of privacy information breaches today is not hacking, but human error. When confidential information is stored outside the network system on laptops, smartphones or other electric storage devices, it can be compromised when the device is lost or stolen.

3. "Even if our network is breached, we are covered under our general liability or other insurance policies." General liability insurance commonly provides coverage for "bodily injury" and "property damage." Property damage typically means physical injury to tangible property, including the resulting loss of use of that property. However, electronic data is not tangible property and is not covered. In addition, property insurance, crime insurance and professional errors and omissions insurance do not typically provide coverage for cyber liability and notification requirement expenses.

#### Read related: "FBI Says Cyber Risk to Surpass Terror Risk."

- 4. "Cyber liability notification requirements only apply to commercial businesses." Currently, in addition to federal regulations, more than 45 states have enacted legislation to protect consumer privacy. These state and federal requirements apply to for-profit and not-for-profit organizations, including public entities. Both state and federal agencies may investigate and take action against any organization that is negligent in the handling of confidential personal information.
- 5. "If we had a data breach, we could handle the notification requirements ourselves." Most public entities would have difficulty complying with state and federal notification requirements in the event of a data breach. It is also common for goodwill purposes to provide credit monitoring services and identity theft education and assistance for the affected party. Most public entities would not have the expertise and staff to provide these types of additional goodwill services for the affected party.

So how can public entities protect themselves?

First, assess the exposure. Start with a comprehensive review of the public entity's entire computer system and safeguards, with an internal review by a dedicated individual or team, or by an independent firm specializing in computer system security evaluation. In either case, every aspect of the computer system should be analyzed to determine any weaknesses or areas of susceptibility that need to be addressed.

Once the evaluation is complete, all improvements to secure the computer system should be undertaken as soon as possible. This may include improvements and formalization of internal safety procedures, as well as the purchase of new or additional hardware and/or software to safeguard the computer system and integrity of the confidential information.

Second, every public entity should consider pubchasing crisis management/notification expense coverage and cyber liability coverage. For first-party crisis management/notification expense coverage, the product and services available vary from carrier to carrier, but coverage for a public entity should include:

#### Read related: "10 Tips When Considering Cyber Insurance."

- · A computer forensic analysis to determine the cause and extent of the privacy breach
- · A crisis management review and advice from an approved independent crisis management or legal firm
- Expenses associated with notifying affected parties to maintain goodwill or comply with any notification requirements imposed by law
- Call center services for credit monitoring as well as identity theft education and assistance for affected individuals.

Third-party cyber liability coverage is typically provided to protect the public entity for the following:

- Liability arising out of the unauthorized access of confidential information from the public entity's computer system or the accidental release of confidential information from its computer system
- Liability arising out of the transmission of malware from the public entity's computer system to a third party.

This combination of crisis management and cyber liability coverage can help protect a public entity's image and assets in the event of a cyber attack,

#### COMMENTS

#### Like

#### Showing 1 comment



Tommoore75

IRMI put out a good whitepaper on Cyber exposure that I found useful. http://www.irmi.com/go/privacy

1 week ago

#### Trackback URL

http://dlsqus.com/forums/pc360/5\_misconceptions\_about\_cyber\_liability\_and\_public\_entities/trackback/

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#### RECOMMENDATIONS

May 8, 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, May 7, 2012:

- A. Recommend award the bid for Project 12-05 Sidewalk, Curb and Concrete Pavement Repair to Sam Sommers Concrete Construction, Inc., 2020 W. Capitol Dr in Appleton, WI 54914 in the amount of \$119,891.70.
- B. Recommend award the bid for Project 12-03 Pipe Lining CIPP to Insituform Technologies USA, Inc., 1177 Birch Lake Blvd N., White Bear Lake, MN 55110 in the amount of \$168,833.10.
- C. Recommend award the bid for Project 12-01B Sanitary Sewer Relay Glenwood, Lawton and Easement to Feaker & Sons Construction Co. Inc., 1669 Ft Howard Av, De Pere, WI 54115 in the Amount of \$401,175.00 with the approval of the Supplemental Item 1 in the amount of \$7,500.00 if Clean Water Funding is received for the Project. The award should be contingent on the City acquiring easements and obtaining the WDNR permit for the project.

Respectfully Submitted,

BOARD OF PUBLIC WORKS

Scott J. Thoresen, P.E. Director of Public Works

### City of De Pere Public Works Department

Memo

To:

Honorable Mayor Walsh

Members of the Board of Public Works

From:

Karen Heyrman, P.E., Assistant City Engineer

Date:

May 1, 2012

Subject:

Consider award for Project 12-05 Sidewalk, Curb, and Concrete

Pavement Repair

The Engineering Department received bids for Project 12-05 Sidewalk, Curb, and Concrete Pavement Repair on April 26th. This work is for maintenance of sidewalk, curb and concrete pavement. New curb for street extensions completed in 2011 is also included in this project. The bids received were as follows:

Bidder	Amount
Sam Sommers Concrete	\$119,891.70
Fischer Ulman Construction Inc.	\$120,005.00
Jim Fischer, Inc.	\$121,203.70
Martell Construction, Inc.	\$131,210.80

\$170,750 was estimated for this project. \$119,500 was budgeted for this work in the Street Management Account. Developers are responsible for the new curb (Bid Item SD-02) that was estimated at \$49,750. The staff recommendation is to award the bid to Sam Sommers Concrete in the amount of \$119,891.70.

# City of De Pere Public Works Department

Memo

To:

Honorable Mayor Walsh

Members of the Board of Public Works

From:

Eric Rakers, P.E., City Engineer

Date:

May 7, 2012

Subject:

Consider Award of Project 12-03 – Pipe Lining-CIPP

The Engineering Department received bids on Project 12-03 – Pipe Lining-CIPP on April 26<sup>th</sup>. The project consists of pipe lining of deteriorated sewers at locations around the City. The bids received were as follows:

Bidder	Amount
Insituform Technologies USA, Inc.	\$168,833.10
Visu-Sewer, Inc.	\$189,676.60
Michels Corporation	\$211,558.00

The staff recommendation is to accept the bid from Insituform Technologies USA, Inc. in the amount of \$168,833.10. The budgeted amount from the capital improvement budget is \$175,000. Funding will be from the sewage revenue fund.

PROJECT 12-03 SEWER LINING BID TAB

				SER BID	DER	BIDDERNOT	BI	DDE	BIDDER NO. 2	BID	DEF	BIDDER NO. 3
				Insitufo	rm Te	Insitutorm Tech USA,		Visu-	Visu-Sewer	Michel	's C	Michel's Corporation
				TINU	3		UNIT	-		TINU		
ITEM	DESCRIPTION	UNIT	QTY	PRICE	AMO	AMOUNT BID	PRICE		AMOUNT BID	PRICE	AM	AMOUNT BID
SP-01	8" CIPP - ALLEY (RIDGEWAY- RANDALL & BROADWAY-OAKDALE)	LF	320	\$ 25.30	€%	8,096.00	\$ 27.65	\$ 55	8,848.00	\$ 32.00	€3	10,240.00
SP-02	8" CIPP - ALLEY (FRONT-BROADWAY & CASS-FRANKLIN)	LF	400	\$ 22.80	\$	9,120.00	\$ 27.65		\$ 11,060.00	\$ 32.00	€9	12,800.00
SP-03	8" CIPP - ALLEY (MICHIGAN-SUPERIOR & MERRILL-BOLLES)	LF	480	\$ 23.00	<del>69</del>	11,040.00	\$ 27.65		\$ 13,272.00	\$ 32.00	€9	15,360.00
SP-04	8" CIPP - ALLEY (JAMES-GEORGE & SUPERIOR-HURON)	LF	343	\$ 24.70	<del>\$</del>	8,472.10	\$ 27.65		\$ 9,483.95	\$ 32.00	€>	10,976.00
SP-05	8" CIPP - BOLLES STREET	LF	700	\$ 23.80	€9	16,660.00	\$ 27.65		\$ 19,355.00	\$ 32.00	<del>6/)</del>	22,400.00
SP-06	8" CIPP - BUTLER STREET	LF	770	\$ 24.50	<del>6/</del> 3	18,865.00	\$ 27.65		\$ 21,290.50	\$ 32.00	∙ 69	24,640.00
SP-07	8" CIPP - FOXVIEW AVENUE	LF	475	\$ 27.60	8	13,110.00	\$ 27.65		\$ 13,133.75	\$ 32.00	€>	15,200.00
SP-08	8" CIPP - HICKORY AVENUE	LF	651	\$ 22.00	€9	14,322.00	\$ 27.65		\$ 18,000.15	\$ 32.00	€>	20,832.00
SP-09	8" CIPP - LILAC LANE	LF	009	\$ 22.40	<del>6/3</del>	13,440.00	\$ 27.65		\$ 16,590.00	\$ 32.00	<del>⇔</del>	19,200.00
SP-10	8" CIPP - VACANT ALLEY (ERIE- ONTARIO & CHICAGO-MERRILL)	LF	705	\$ 27.20	€9	19,176.00	\$ 27.65		\$ 19,493.25	\$ 32.00	↔	22,560.00
SP-11	10" CIPP - RIVER AVENUE	LF	630	\$ 41.00	€9	25,830.00	\$ 45.00		\$ 28,350.00	\$ 38.00	6/3	23,940.00
SP-12	12" CIPP - EASEMENT (NICOLET PL TO 1 <sup>ST</sup> MH NORTH)	LF	320	\$ 33.60	\$	10,752.00	\$ 33.75		\$ 10,800.00	\$ 42.00	€9	13,440.00
						·						
	To	tal Am	Total Amount Bid			\$ 168,883.10		S	189,676.60		8	211,588.00

### City of De Pere Public Works Department

Memo

To:

Honorable Mayor Walsh

Members of the Board of Public Works

From:

Eric P. Rakers, P.E., City Engineer

Date:

May 7, 2012

Subject:

Consider Award of Project 12-01B Sanitary Sewer Relay - Glenwood,

Lawton, and Easement

The Engineering Department received bids on Project 12-01B Sanitary Sewer Relay — Glenwood, Lawton, and Easement on April 26<sup>th</sup>. This project involves relaying sanitary sewer at the above locations from the Green Bay Metropolitan Sewerage District sewer to Ridgeway Boulevard due to the deteriorated condition of the sewer. The bids received were as follows:

Bidder	Amount	Supplemental Item (1)
Feaker & Sons Construction	\$401,175.00	\$7,500.00
Co., Inc.		
Jossart Brothers, Inc.	\$413,030.00	\$6,000.00
De Groot, Inc	\$419,814.75	\$4,242.00
PTS Contractors, Inc.	\$423,615.00	\$5,000.00
Dorner, Inc.	\$446,917.50	\$10,000.00
Kruczek Construction, Inc.	\$473,000.00	\$1.00
Advance Construction Inc.	\$557,379.00	\$5,000.00

Note (1) The City is seeking Clean Water Funds (CWF) from the Wisconsin Department of Natural Resources (WDNR) for this project. If CWF are secured, there are additional wage rates and reporting requirements for the contractor for the project. The supplemental item will only be applied to the project if CWF are secured.

The staff recommendation is to accept the bid from Feaker and Sons Construction in the amount of \$401,175 with the approval of the supplemental item if Clean Water Funding is received for the project. The award should be contingent on the City acquiring easements and obtaining the WDNR permit for the project. The budgeted amount from the capital improvement budget is \$430,000. Funding will be \$400,000 from the sewage revenue fund, and \$30,000 from the water utility fund.

PROJECT 12-01B SANITARY SEWER RELAY - GLENWOOD, LAWTON, AND EASEMENT BID TAB

				TENESTRE SE	N docu	ACTOR GEOGRAPHICS	I CIIB	JAB		E ON ABOUTE	E ON A	#Udia-Market	STAR F, UN GEOGIA	nala	N ON BENCH	-	A ON STOCKE	A ON	T ON BRITISH	7 CN
		-		Feaker	Fenker & Sons Co. Inc.	Co. Inc.	Jossant Bro	rothers Inc.	١	De Groot, Inc.	ot, Inc.	PTS Contr	PTS Contractors, Inc.	Der	Dorner Inc.		Kruczek Construction Inc.	zek ion Inc.	Advance Construction	ction .
													AMOUNT	UNIT	AMO	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT
SANITARY SEWER	DESCRIPTION	CTO TINU	<b>*</b>	UNIT PRICE	_	AMOUNT BID	UNIT PRICE	AMOUNT BID	_	UNIT PRICE	AMOUNT BID	UNIT PRICE	Ola	PRICE	E	Q	PRICE	QIB	PRICE	CIO
33-31-3.1-8D	Sunitary Sower Precest Outside Drup EACH	EACH	n	3	1 565 00 €	4 695 nn	00 005	٠	3 800 00 5 9	21 178 (	590075	1 500.00	1 500 00	1 400 00	v	4 700 00	2 00 001 \$	3 00 005 51	00 009 1	4 800 00
33-31-2.3SS	Core Drilling Existing Sanitary	EACH	-							09 181 6			, .				+		1 500 00	1 500 00
33-31-2,3-4	Sanitary Sewer Manhole	47	185					, ,	47.175.00 \$	702.17			, ,	,	<u>, .,</u>	50.875.00 \$		`	Ì	"
33-31-2.1-Y	Sanitary Sower Service Branch, 18" X 6" Wyo or 18" x 4" Wy	EACH	2					, v	1.200.00 \$	853.68		L L	. •	• • • • • • • • • • • • • • • • • • • •	,	1,070,00	-	1,400,00	510,00	
33-31-2.1-7	Smilary Sewer Service Branch, 15" a 6" Wye or 15" x 4" Wye	EACH	17		90 200	1	2005		0000	0 000	77. 308.11				·	00 00 0	00056	00 020 2		
33-31-2,1-7	Sanitary Sewer Service Branch,	EACH	-		1	05.00	100.00		2 00000	15.55	05 250		119.00		, ,	20 00 0X	V 00 001	an du	GO DE	
33-31-2,1-4R,	4-Inch ar 6-Inch PVC Seyver Alser	1	50						2 400 00	\$6.961	`	,	,		, ,	3.750.00		3.150.00		270
33-31-2.1-41,	4-Inch or 6-Inch PVC Sower Lateral	5	613		45.00	27.675.00	2000	, .	37 505 00 6	46.41	2 28 542   S	50.00 en co	, .	, ,	, ,			35.670.00	52.00	"
33-31-2.1-18	18-Juch PVC Sewer	5	1050		54.60		2	2	67,200.00 \$	53.85	\$ 56,542.50	, 5	, ,		47	46,200.00 \$		82,950.00	94,00	
33-31-2,1-15	15-Inch PVC Sewer	ä	1620	\$	64.00 \$	103,680.00	25	s,	111,780.00 S	62.34	\$ 100,990.80	s	5	S 89.00	2	44,180.00 S	S 00'18	S 131,220.00 \$	100.00	162,000.00
33-05-23-3.1-18		1.5	_	\$ 46,200.00	0.00		\$ 45,000.00	٠,	45,000.00 \$	45,090,44	5 45,090,44	4 \$ 46,420.00	<u>ب</u>	\$ 50,000.00	s	50,000.00	48,000.00	\$ 48,000.00 \$	40,500.00 \$	40,500,00
33-31-2,1-8	B-Inch PVC Sewer	5	250	\$ 42	42,65 \$	10,662.50	\$ 62.00	~	15,500,00	56.39	\$ 14,097,50	<b>5</b> 1	5 11,250.00	\$ 75,00	25	18,750.00 \$	53.00 \$	\$ 13,250,00 \$	73,00	18,250.00
02-41-3.255-10	Removal or Bulkhend and Abandon Existing Sanlary Sewer and Manholes	rs	-	3 8,700	8,700,00	8,700.00	3,000.00	\$	3,000.00	4,545.00	\$ 4,545,00	5 6,500.00	\$ 6,500.00	\$ 6,500,00	**	6,500.00 \$	19,000,00	\$ 10,000.00 \$	27,400.00 \$	27,400.00
WATER MAIN								ŀi												
33-11-3,5-T	Connection to Existing Weter main	EACH	2	109 S	500,000	1,200,00	1,500,00	\$	3,000,00	2,020.00	\$ 4,040.00	0 5 1,200.00	\$ 2,400.00	5 1,000.00	2	2,000,00 \$	700,00	\$ 1,400.00 \$	2,000,00	4,000,00
33-11-2.5-1C	1-Inch Water Curb Stop and Curb Box	EACH	=	315	315.00 \$	3,465.00	250.00	s	2,750.00 \$	695.45	\$ 7,649.95	5 \$ 235.00	\$ 2,585.00	\$ 490.00	s	5,390,00	200.00	\$ 2.200.00 \$	300,00	3,300,00
33-11-2.5-1	J-Inch Water Service	1.5	305	\$ 40	40.00	12,200,00	\$ 45.00	s	13,725,00 \$	33.50	\$ 10,217.50 \$	0 3 38.00	\$ 11,590.00	\$ 37,00	s	11,285.00 \$	38,00	\$ 11,590.00 \$	31.00 \$	9,455.00
33-11-2.4-8	8-Inch PVC Water main (Open Cut)	5	365	); 3(	30.70	11,205,50	5 41.00	<b>1</b> 0	14,965,00 \$	33,89	\$ 12,369,85	5 5 23.00	\$ 8,395.00	5 32.00	دم	11,680.00 \$	34,00 \$	\$ 12,410.00 \$	42,00 \$	15,330.00
J3-11-2,2-8T	8-Inch Tepping Steeve and Valve	EACH	-	\$ 3,172	3,175,00 \$	3,175.00	S 2,750,00	is,	2,750,00 \$	2,478,54	\$ 2,478.54	\$ 2,	\$	\$ 4,050.00	s	4,050,00 \$	3,000.00	3,000.00	3,800.00	3,800.00
33-11-2.2-8	8-Inch V∎ive	ЕЛСИ	-	\$ 1,350	1,350.00 \$	1,350.00	\$ 1,350.00		1,350.00 \$	1,435.72	5 1,435.72 \$	1,477,00	\$ 1,477.00	2	\$	1,425,00 \$	1,525.00	\$ 1,525,00 \$	1,326.00	1,326,00
33-05-23-3,1-8	Weter main (Directional Drill or Bore and Jack)	3	-	00'009'90	0.00	6,600.00	5 7,000.00	'n	7,000.00	17.615.8	\$ 8,319.77	00'066'5 \$ 2	5,930.00	\$ 9,000.00	49	9,000,00	9,800.00	\$ 9,800.00	12,000,00	12,000,00
02-41-3,2W-6, 10		r.s	-	\$ 3,377.00	7.00	3,377.60	\$ 1,000.00		1,000.00	2,020.00	5	<b>5</b> ,	<b>5</b> 7	•	ω.	3,900.00		\$ 650.00 \$	2,000,00	2,000,00
33-11-03	Water main Offset (6" PVC)	1.5	-	5 3,42	3,425,00 \$	3,425,00 \$	\$ 1,750.00	2	1,750,00 \$	3,181.50	\$ 3,181.50	0 \$ 3,400.00	\$ 3,400,00	\$ 1,550.00	٠,	1,550,00 \$	2,500.00	\$ 2,500,00 \$	2,851.00	2,851.00
STREET AND DRAINAGE	DRAINAGE				-				-						_					
32-16-20-4, 32- 16-20-6	- Remove and replace 4-inch or 6-inch concrete sidewalk and base	SI	-	\$ 2,256	2,250.00 5	2,250,00	3 1,000.00	S	1,000.00	1,666.50	\$ 1,666.50	00,076 \$ 0	\$ 970.00	\$ 1,450,00	2	1,450.00 \$	1,000,00	5 1,000.00 \$	600.00	600.00
32-16-20-2.6	Curb Rump Detectable Warning Field Yellow	EACH	1 .	\$ 25	255.00 \$	255.00	\$ 250,00		250.00	353,50	05,626 \$	0 \$ 236.00	\$ 236.00	\$ 245.00	2 0.	245.00 \$	350.00	\$ 350.00	230,00	230.00
32-13-13P	Remove and replace 8-inch doweled concrete pavement and base	ន		\$ 10.59¢	0.590.00 S	10.590.00	6.000.00	<b>₽</b>	6.000.00	6.565.00	5 6 565.00	0 5 2.560.00	7.560.00	7.350.00	, 0	7.350.00	7.650.00	2,650.00	8,100,00	8,100,00
32-12-16P	Asphaltic Concrete Pavement Poleh	LS	1.		-	1,900.00			1,000,00	1,515.00		, ,		, v	S 00	1,600.00		\$ 1,000.00	2,000.00	2,800,00
31-10-00	Clearing and Grabbing	£13			7,940,00 \$	7,940,60	S S	L	4,000,00	8,080,00	••		\$ 7,090.00	•1	S OC	6,500,00	10,000.00	\$ 10,000.00	18,000.00	18,000,00
33-11-SP1	Maintenance Access Drive	2	-	\$ 4,85	4,850.00 \$	4,850,00 \$	\$ 6,000,00	8 0	8 00.000,9	6,565.00	\$ 6,565.00	0 \$ 2,870.00 \$	\$ 2,870.00	\$ 6,500,00	20	6,500,00	7,500.00	\$ 7,500.00 \$	4,000,00	4,609,00
SPECIAL CO	SPECIAL CONSTRUCTION  Core Drill coming in Slorm Server				-				-						-	+				
33-41-SP2	and install 8" pipe stub with and Grate	1.8	_	1,55	1,550.00 \$	1,550.000	\$ 800.00	S	800.00	757.50	\$ 757.50	\$ 410.00	\$ 410,00	\$ 750.00	<b>.</b>	750,00	1,200,00	1,200,00	2,500,00	2,500,00
33-41-SP1	Core Drill opening in Storm Sewer and Provide rings and Casting on top	S.	-	3,409.03	9	·	-		100000	25.5	0031510		16190	1 700 00		1 700 De \$		3 1.200.00	4,000.00	4,000,00
31-31, 41-SP1	Pipe Foundation Stubilization	Š	100		1—			, ,	1,200.00 \$		, ,	, ,	, s		\$ 00	1,800.00 \$	1		-	\$ 2,200.00
31-25-2.6	Stone Tracking Pad	EACH	2		700,007		3 1,600.00	5	2,000.00 \$			97	2	3,1	'n	2,000.00 \$		\$ 1,500.00	1,200.00	\$ 2,400.00
31-25-2,4	Еговіол Маі	SY	0601	s 2	2.00 \$	2,180,00	\$ 2,00	J.	2,180,00 \$	2.02	\$ 2,201.80	\$ 2.50	\$ 2,725.00	\$ 2.50	50	2,725,00 \$	2.00	\$ 2,180.00 \$	2,30	2,507.00
31-25-2.3	Silr Fence	1,1	530	•0	2,00	1,060,00	\$ 2.00	e,	1,060.00 \$	2.02	\$ 1,070.60	S 1.70	\$ 901.00	\$ 2.25	25 \$	1,192.50 \$	2.00	\$ 1,060.00	1,50	\$ 795.00
31-25-2.2	Infet Protection	EACH	16	2	40.00	640.00	5 50.00	s	800.00	25.25	\$ 404.00	\$ 50.00	\$ 800.00	\$ 50,00	s 06	800.008	40.00	5 640.00	40.00	640,00
		_			18E											総議				
		Total A	Total Amount Bld		•	\$ 401,175.00		8	413,030,00		\$ 419,841.75		\$ 423,615.00		\$	46,917.50		\$ 473,000.00		557,379.00
SUPPLEMEN	SUPPLEMENTAL BID ITEMS	-			1	THE PROPERTY OF THE PARTY OF TH							と 一般 中央主 を得		1000000	A. E. S.				
RRJ	Provide an addition for complying with Davis-Bacon Wage Rates,	S1			, G	7.500.00		<b>54</b>	6,000,00		5 4,242,80		5.000.00		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	10,000.00		\$ 1.00		5,000.00

#### LICENSE COMMITTEE RECOMMENDATIONS

May 15, 2012 De Pere, Wisconsin

Recommendations to the Honorable Mayor and Members of the Common Council as approved by the License Committee at their duly convened meeting held on May 15, 2012.

- a) Application for a Premise Description Change for Skylark Enterprizes, LLC, Owned by Patricia Tiedemann, for The Black Boot, Agent: Patricia A. Tiedemann, 436 Washington Street, Wrightstown, WI 54180.
- b) Application for a Class "B" Beer & "Class B" Liquor License for DeCleene Zellner LLC, for 101, (previously Pour Daddies), 101 Fort Howard Avenue, De Pere, WI 54115. Submitted by Agent: Greg DeCleene, 236 Crestview Lane, De Pere, WI 54115.
- c) Application for a Class "B" Beer & "Class B" Liquor License for Harp and Eagle, LTD., for Chateau De Pere, (previously Andrew's), 201 James Street, De Pere, WI 54115. Submitted by Agent: Clarke Boyle, 1208 Cass Street, Green Bay, WI 54301.
- d) Renewal Applications submitted for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, Class "B" Fermented Malt Beverage License, "Class B" Intoxicating Liquor Licenses, and "Class C" Wine Licenses for the licensing period July 1, 2012 to June 30, 2013.

Respectfully Submitted,

License Committee

Vicki L. Scray Deputy Clerk

### Premise Description Change

5-15-12 mtg

ORIGINAL ALCOHOL BEVERAGE RETAIL LI	ICENSE APPLICATION	Applicant's Wisconsin 456-70 Seller's Permit Number: 456-70	127428685-02
Submit to municipal clerk.		Federal Employer Identification Number (FEIN): 45-3	GS (2)
For the license period beginning 5 - 15	20 12 ;	LICENSE REQUESTED	1000
For the license period beginning 5-15 ending 5-15	20 12	TYPE	FEE
T		Class A beer	\$
TO THE GOVERNING BODY of the: Village of	b Per-e	Class B beer	\$
City of		Class C wine	\$
		Class A liquor	\$
County of Brown Aldermanic Dist. No.	(if required by ordinance)	Class B liquor Reserve Class B liquor	\$
	3 CINUTED LIADINED COMPANY	Publication fee	\$
	MIMITED LIABILITY COMPANY	TOTAL FEE	\$ 11/
CORPORATION/NONPROFIT ORGANIZATION		TOTALTEL	φ : (/ / -
hereby makes application for the alcohol beverage license(s) chec		arad nama\. A	
2. Name (individual/partners give last name, first, middle; corporation SKylark Enterprizes LLC	s/limited liability companies give registe	ered name):	
An "Auxiliary Questionnaire," Form AT-103, must be complete	and attached to this application by	v each individual applicant by	each member of a
partnership, and by each officer, director and agent of a corpo	ration or nonprofit organization, and	d by each member/manager and	agent of a limited
liability company. List the name, title, and place of residence of e	each person.		
President/Member Patricia A. Ticale	lame Home	Address Post Off	fice & Zip Code
		Mington St. W.	rights iown; - 1.00
Vice President/Member			<del></del>
Secretary/Member			
Treasurer/Member Agent ▶ Patricia ♥	1 st f may in in	1 1	1 1 /
	1 en contaction		
Directors/Managers	Durings Di	North - 82 m - 32	C - (1/2/2)
3. Trade Name The Black Boot 4. Address of Premises 1005. Broadway	Business Pn	none Number 720 - 350	54116
4. Address of Premises VIVIS. Proadway	Post Office 8	& Zip Code > ZE /E/E	
5. Is individual, partners or agent of corporation/limited liability compa	any subject to completion of the respon	isible beverage server r	☐ Yes ☑ No
training course for this license period?		]	
<ol> <li>is the applicant an employe or agent or, or acting on behalf or any.</li> <li>Does any other alcohol beverage retail licensee or wholesale perm</li> </ol>	offee boys any interest in or control of	this husiness?	Yes PNo
the second secon	of state 1.1 I and date	## // // /2¢11 of registration	165
<ul><li>(a) Corporate/limited liability company applicants only: Inset</li><li>(b) Is applicant corporation/limited liability company a subsidiary of the company and subsidiary of the co</li></ul>			Yes No
(c) Does the corporation, or any officer, director, stockholder or ag	nent or limited liability company, or any	member/manager or	
agent hold any interest in any other alcohol beverage license	or permit in Wisconsin?	me,mbammanager ar	Yes No
(NOTE: All applicants explain fully on reverse side of this form eve			
Premises description: Describe building or buildings where alcoho	· ·		
all come including living quarters if used for the sales service a	and/or storage of alcohol beverages and	direcords (Alcohol beverages	1.1
may be sold and stored only on the premises described.) Dingle	groom/Bar, Kitchen	, Office/Storage,	outdoor cate
<ol> <li>Legal description (omit if street address is given above):</li> </ol>		<b>-</b>	
11. (a) Was this premises licensed for the sale of liquor or beer during	g the past license year?		☑ Yes ☐ No
(b) If yes, under what name was license issued? The		ay	· · · · · · · · · · · · · · · · · · ·
12. Does the applicant understand they must file a Special Occupation	nal Tax return (TTB form 5630.5)	'	
before beginning business? [phone 1-800-937-8864]	P. 16		Yes No
13. Does the applicant understand a Wisconsin Seller's Permit must be	be applied for and issued in the same n	iame as that shown in	ZVon Dillo
Section 2, above? [phone (608) 266-2776]	average only from Wisconsin wholese	lore, broweries and brownihe?	☑ Yes ☐ No ☑ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol be			
READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the a	pplicant states that each of the above ques	stions has been truthfully answered to	the best of the knowl-
edge of the signers. Signers agree to operate this business according to law another, (Individual applicants and each member of a partnership applicant mu	and that the rights and responsibilities cores sign; corporate officer(s), members/man	nterred by the license(s), it granted, v aners of Limited Liability Companies i	will not be assigned to must sign \ Anv lack of
access to any portion of a licensed premises during inspection will be deemed a	refusal to permit inspection. Such refusal i	is a misdemeanor and grounds for rev	ocation of this license.
SUBSCRIBED AND SWORN TO BEFORE ME		-	
	12 X Matacas	DT	
this 17 day of April , 20	(Officer of Corporation/Me	amber/Manager of Limited Liability Comp	pany/Partner/Individual)
(Clerkolotary Public)	erK		
(Clerk/Notary Public)	(Officer of Corporation	on/Member/Manager of Limited Liability	Company/Partner)
My commission expires	(Additional Partneri	(s)/Member/Manager of Limited Liability	Company if Any)
TO DE COMPLETED DV OLEDIV	(2)		
TO BE COMPLETED BY CLERK    Date received and filed   Date reported to council/board	Date provisional license issued Sig	nature of Clerk / Deputy Clerk	
with municipal clerk 4-(2-10)			
Date license granted Date license issued	License number issued		
AT-106 (R. 1-12)		Wisconsin	n Department of Revenue

ORIGINAL ALCOHOL BEVERAGE LICENSE Submit to municipal clerk.	APPLICATION	Applicant's Wisconsin Seller's Permit Number: 456~ /0/ Federal Employer Identification Number (FEIN):	26738306-03
For the license period beginning of the license period beginni	20 <u>1 2 ;</u> 20 <u>1 2 ;</u>	LICENSE REQUESTED TYPE	FEE
Town of 1	<b>72</b> )	☐ Class A beer \$ Class B beer \$	
TO THE GOVERNING BODY of the: Utiliage of	e tere	Wholesale beer \$	
City of	1	Class C wine \$	
County of Brawn Aldermanic Dist. No	(if required by ordinance)	☐ Class A liquor \$	
		Class B liquor \$	
I, The Harris	IMITED LIABILITY COMPANY	Reserve Class B liquor \$	20100 1100-17
CORPORATION/NONPROFIT ORGANIZATION	1	Publication fee \$ TOTAL FEE \$	31000 1
hereby makes application for the alcohol beverage license(s) checked		<u> </u>	
2. Name (individual/partners give last name, first, middle; corporations/lir		red name); •	<del></del>
An "Auxiliary Questionnaire," Form AT-103, must be completed a partnership, and by each officer, director and agent of a corpora liability company. List the name, title, and place of residence of each Title  President/Member  Vice President/Member	and attached to this application b tion or nonprofit organization, and n person. ne AQ AAG (Fome)	y each individual applicant, by each d by each member/manager and agen  Address Post Office & Defere	t of a limited Zip Code
000101171111111111111111111111111111111	Cos Cre	MORE NEVERS	
Treasurer/Member Agent Agent Corec Occisors	236 Cress	turcio Defora a	11 5416
Directors/Managers			
3. Trade Name	Susiness Ph	none Number	
4. Address of Premises ▶ / O/ Fort Had		& Zip Code ▶ Do Pera W	15415
5. Is individual, partners or agent of corporation/limited liability company	subject to completion of the respons	ible beverage server	s 🗷 No
training course for this license period?	avant the named applicant?		
<ol> <li>is the applicant an employe of agent or, or acting on behalf of anyone</li> <li>Does any other alcohol beverage retail licensee or wholesale permittee</li> </ol>	except the named applicants	nis business?	s AS No
Boos any other accords beverage retainmentace or unintegral permitted.     (a) Corporate/limited liability company applicants only: Insert s	state and date	1998 of registration.	
<ul> <li>(b) Is applicant corporation/limited liability company a subsidiary of an</li> <li>(c) Does the corporation, or any officer, director, stockholder or agent</li> </ul>	ny other corporation or limited liability	y company? Ye	es 🙇 No
agent hold any interest in any other alcohol beverage license or p	ermit in Wisconsin?	X	es 🔲 No
(NOTE: All applicants explain fully on reverse side of this form every	YES answer in sections 5, 6, 7 and 8	above.)	
<ol> <li>Premises description: Describe building or buildings where alcohol be all rooms including living quarters, if used, for the sales, service, and/ may be sold and stored only on the premises described.)</li> </ol>	everages are to be sold and stored. To storage of alcohol beverages and record to the sold area of the sold and stored. The sold area of the sold area.	The applicant must include records. (Alcohol beverages 2000, Paties	3 rd Ploor
<ul><li>10. Legal description (omit if street address is given above):</li><li>11. (a) Was this premises licensed for the sale of liquor or beer during the</li></ul>	a next license year?	<b>₽</b> Y€	es 🗌 No
(b) If yes, under what name was license issued?	Paddles		
12. Does the applicant understand they must file a Special Occupational before beginning business? [phone 1-800-937-8864]	Tax return (TTB form 5630.5)	<b>(X</b> ) Ye	es 🗌 No
13. Does the applicant understand a Wisconsin Seller's Permit must be a	pplied for and issued in the same na	ame as that shown in ,	es 🗆 No
Section 2, above? [phone (608) 266-2776]	or 30 days for lighter?	X	
			<b>-</b>
MEAD CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applic of the signers. Signers agree to operate this business according to law and that the (Individual applicants and each member of a partnership applicant must sign; corp any portion of a licensed premises during inspection will be deemed a refusal to pe	he rights and responsibilities conferred to orate officer(s), members/managers of L	by the license(s), if granted, will not be assi .imited Liability Companies must sign.) Any l	gned to another. ack of access to
SUBSCRIBED AND SWORN TO BEFORE ME		$\Delta f H \alpha$	
this 13 day of April , 20 c	(Officer of Corporation)	embernyanager of Limitery Liability Company/Pa	ntner/Individual)
(Clerk/Notary Public)	(Officer of Corporati	ion/Member/Manager of Limited Liability Compa	ny/Partner)
My commission expires 7/19/15	(Additional Partner	( r(s)/Member/Manager of Limited Liability Compa	iny if Any)
TO BE COMPLETED BY CLERK		- Los at Diagle / Dr - H. Di- H.	
Date received and filed with municipal clerk 4-/3-7-2 Date reported to council/board Date reported to council/board	ife provisional license issued Sig	nature of Clerk / Deputy Clerk	
	ense number issued		
AT-105 (R. 4-09)		Wisconsin Depa	riment of Revenue

5-15 mtg Dublished 4-26-12

	LALCOHOL	BEVERA	AGE RETAIL I	LICENSE	APPLI	CATION	(Sellers	t's Wisconsin Permit Number: 504	1-006	11720	3493 + c
Submit to m	unicipal clerk.						Federal Number	Employer Identification (FEIN): 3らっし	980	178	ļ
For the licer	ise period beginni	ng	une 30	20		,		ICENSE REQUI			
	endi	ng	une 30	20	12			TYPE	1		EE
				_				ass A beer		\$	
TO THE GO	VERNING BODY	of the:	Town of Village of	E FA	<i>[</i> _			ass B beer		\$	
70 1110 00	· · · · · · · · · · · · · · · · · · ·		City of		· home		<del></del>	ass C wine		\$	
	Danie		<b>.</b>					ass A liquor ass B liquor		\$	
County of $\_$	REDUN	A	Idermanic Dist. N	o (if re	equired by	ordinance	·/ ——	eserve Class B li	auor (	\$ \$	
, <del></del>	1		ADTAICDOUID I		DILITY C	OMDANIV		Publication fe		\$ 30.	Nont V.
1. The nam			PARTNERSHIP [ ROFIT ORGANIZATIO	LIMITED LIA	ABILITY	JIMPAINT	TO	OTAL FEE		<del>Ψ -7χζ/</del> \$	R
harabu m	CORPORA nakes application for the						L			· · · · · ·	
	dividual/partners give	last name, f	irst, middle; corporatic	ons/limited liabili	ty compar	ies give reg	gistered nar	ne):   <b>&gt;</b>			
	iliary Questionnaire,	AND F	TUD EAGLE	ردل المار،	nd to this	application	n by oach i	ndividual applica	ant by o	ach ma	mhor of a
partners	hip, and by each off company. List the na	icer, directo me, title, and	r and agent of a corp d place of residence of	oration or non feach person.	profit org	anization, a	and by eac ne Address	h member/manag	ger and : Post Offi	agent of ce & Zip	f a limited Code
Presiden	t/Member <u>CARV</u>	7 7 6	DWANNY		<u> 150 </u>	COLT	COUR	r 4 celn	300	W	54301
Vice Pre	sident/Member				A 65	<i>^</i>		<del></del>	<del>۔۔۔ را۔</del> ۱	-,	
Secretar	y/Member_BARR	YII	HTZGERAL)	<u> </u>	227	COOL 1	Die	Green	BAY	WI	5430
	r/Member	~	201.1 F		1268	CASS	<del></del>	<u> </u>	A * 12	W:	- r D.
Agent 🕨		KL 12	D4LE		1460	C/1/3	- J(	TICEN	1317	Wi	5430
	/Managers		N=T2		<del></del>						
<ol><li>Trade Na</li></ol>	ame > Chad	eau _	DEPERE			Business	Phone Nur	mber	115		
	of Premises > 2							de > <u>54</u>	117		·
	lual, partners or agent								Γŝ	Yes	□ Na
	course for this license										∐ No ⊠ No
6. Is the ap	plicant an employe or y other alcohol bevera	agent of, of	acting on behalf of an	rwittee baue on	u interest i	ppiicante n or control	of this busi	ласс?	∟  •	Vec	□ No
7. Does an	y other alconol bevers porate/limited liabilit	ige retail noe	applicante only: Inc	eert etate	y interest i 3 T	ioninos ion sh hac	of 1115 busing	of registra	ation	<b>4</b> 5 163	
8. (a) Corr	oplicant corporation/lin	y company . nitod liability	applicants only. The	of any other co	rnoration	or limited lia	ability comp	anv?		Yes	No No
(c) Doe	s the corporation, or a	inv officer di	rector stockholder or	agent or limited	liability co	mpany, or a	anv membe	r/manager or	.,,,	,	235 112
adei	nt hold any interest in	anv other ald	cohol beverage license	e or permit in W	isconsin?			·		Yes	☐ No
(NOTE:	All applicants explain	fully on reve	rse side of this form e	very YES answe	er in sectio	ns 5, 6, 7 a	nd 8 above	.)	-	*	_
9 Premise	s description: Describ	e buildina or	buildings where alcoh	nol beverages ar	e to be so	ld and store	ed. The app	licant must includ	е		
all room: may be:	s including living quan sold and stored only d	ters, if used, on the premis	for the sales, service, es described.) 201	and/or storage	of alcohol STIZE	beverages	and record	s_(Alcohol bevera	ges		
10. Legal de	escription (omit if stree	et address is	given above):								<del></del>
	this premises license			ing the past lice	nse year?				[	] Yes	<b>™</b> No
(b) If ye	s, under what name v	vas license is	ssued?								
before b	e applicant understand eginning business? [	phone 1-800	-937-8864]						[	Yes	☐ No
	e applicant understan								ra	m 🗸	□ M-
Section	2, above? [phone (60	8) 266-2776 <b>)</b>		f				waring and become		y yes	∐ No
14. Does the	e applicant understan	d that they m	iust purchase alcohol	beverages only	from Wisc	onsin whole	esalers, bre	weries and brewp	uDs?U	⊻ res	∐ No
edge of the sig	ULLY BEFORE SIGNIN ners. Signers agree to dual applicants and eac portion of a licensed prer	operate this b h member of a	usiness according to law	w and that the rig nust sign; corpora	hts and res te officer(s	sponsibilities , members/rr	conferred by namagers of l	y the license(s), if g ∟imited Liability Co⊓	ranted, w npanies π	ill not be rust sign.	assigned to ) Any lack of
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Date received a with municipal c	nd filed lerk	Date reported	to council/board	Date provisional	ncense issue	a l	Signature of (	Clerk / Deputy Clerk			1
Date license gra		Date license is	sued	License number	issued						
AT-106 (R. 1-12)	'	<u> </u>					[		Wisconsin	Departme	nt of Revenue
(π. I-14)											

NOTICE IS HEREBY GIVEN THAT THE FOLLOWING LIST OF APPLICATIONS TO DEAL IN INTOXICATING LIQUOR AND/OR FERMENTED MALT BEVERAGES HAVE BEEN FILED WITH THE OFFICE OF THE CITY CLERK-TREASURER OF THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN:

#### CLASS "A" BEER & "CLASS A" LIQUOR

1) Wal-Mart Supercenter #5090 Liquor Store, 1415 Lawrence Drive, submitted by Wal-Mart Stores East, LP, Agent: Frank Van Vonderen Jr., 3991 Agatha Christie Avenue, De Pere, WI.

#### CLASS "A" BEER

- DJ convenience, LLC, 1605 Fort Howard Avenue, Suite A, submitted by DJ convenience, LLC, Agent: James J. Vandeyacht, 1463 Sunset Beach Road, Suamico, WI.
- 2) De Pere Mobil, 746 Main Avenue, submitted by De Pere Service Center Inc., Agent: Keith Joseph Brunnette, 1258 Cornflower Court, De Pere, WI.
- 3) De Pere Superstore, 1501 Main Avenue, submitted by De Pere Superstore, LLC, Agent: Matthew R. Olson, 5472 Amber Lane, Green Bay, WI.
- 4) De Pere Y-Mart, 1017 Fourth Street, submitted by De Pere Y-Mart, LLC, Agent: Robert R. Green, 2037 Green Acres Court, De Pere, WI.
- 5) Scheuring Road Mobil Mart, 1620 Lawrence Drive, submitted by Scheuring Road Mobil Mart, LLP, Agent: Scott Hendricks, 649 Harvest Winds Court, De Pere, WI.
- 6) Wal-Mart Supercenter #5090, submitted by Wal-Mart Stores East, LP, Agent: Frank Van Vonderen Jr., 3991 Agatha Christie Avenue, De Pere, WI.

#### CLASS "B" BEER

- 1) Gyro Kabobs, 337 Main Avenue, submitted by Gyro Kabobs III, LLC, Agent: Mohammad Mirhashemi, N1862 Lily of the Valley Court, Greenville, WI.
- 2) Luna Café and Roastery, 330 Main Avenue, submitted by Luna Coffee, LLC, Agent: Mark Patel, 4351 Creamery Road, De Pere, WI.

#### CLASS "B" BEER & "CLASS B" LIQUOR

1) A's Dockside Grill, 112 N. Broadway Street, submitted by A's Dockside Grill Ltd., Agent: Vicki A. Alberts, 2054 Charles Street, De Pere, WI.

- 2) Abbey, The, 303 Reid Street, submitted by H. C. Gemini, Inc., dba The Abbey, Agent: Kerry J. Counard, 332 Grandeur Oaks Court, De Pere, WI.
- 3) Archie's Pub, 600 George Street, submitted by Archie's Pub LLC, Agent: Peter J. Barbacovi, 600 George Street, 2<sup>nd</sup> Floor, De Pere, WI.
- 4) Baba Louies, 419 Main Avenue, submitted by Kropp Enterprises, Inc., Agent: James J. Kropp, 883 Richborough Road, Green Bay, WI.
- 5) Bilotti's Pizza Garden, 111-113 N. Broadway Street, submitted by Dan-Cer, Inc., Agent: Marc N. Bilotti, 636 N. Adams Street, De Pere, WI.
- 6) Black Boot, The, 100 S. Broadway Street, #50, submitted by Skylark Enterprizes LLC Owned by Patricia Tiedemann, Agent: Patricia A. Tiedemann, 436 Washington Street, Wrightstown, WI.
- 7) Buddah's Still & Grill, 363 Main Avenue, submitted by Chanmina LLC, Agent: Randall S. DeGreef, 6728 Ridge Royale Drive, Greenleaf, WI.
- 8) Caliente, La Fiesta Mexicana, 623 George Street, submitted by Caliente, Inc., Agent: Greg De Cleene, 236 Crestview Lane, De Pere, WI.
- 9) Day Spa, The, 600 N. Tenth Street, submitted by The Day Spa, Ltd., Agent: Kathleen F. Schmaltz, 3418 Delahaut Street, Green Bay, WI.
- 10) Drift Inn, 1535 N. Ashland Avenue, submitted by AlChris, LLC, Agent: Gail Kozlovsky, 4900 Sportman Drive, De Pere, WI.
- 11) El Azteca Restaurant, 1620 Lawrence Drive, submitted by El Azteca Restaurants, Inc., Agent: Fe Montalvo, 1808 Vandenberg Lane, Kaukauna, WI.
- 12) Gallagher's Pizza, 330 Reid Street, submitted by Gallagher's Pizza, Inc., Agent: Kevin Osadjan, 2701 Lola Drive, Green Bay, WI.
- 13) George Street Café, 614 George Street, submitted by George Street Café LLC, Agent: Amy Jenette Dunbar, 528 N. Washington Street, De Pere, WI.
- 14) Keweenaw Pub and Pasta, 368 Main Avenue, submitted by Keweenaw Pub Inc., Agent: Casey L. Hawkinson, 419 Lilac Lane, De Pere, WI.
- 15) La Vie Boheme, 421 George Street, #101, submitted by La Vie Boheme LLC, Agent: Doreen Marie Martin, N5596 Broder Road, Shawano, WI.
- 16) Legends Brewhouse & Eatery, 875 Heritage Road, submitted by JPG, Inc., Agent: Greg De Cleene, 236 Crestview Lane, De Pere, WI.
- 17) Long Branch Saloon, 334 Main Avenue, submitted by The Cover LLC, Agent: Paul William Huss, 2514 Turnbury Road, Green Bay, WI.

- 18) Manhattan Lanes, 1120 S. Broadway Street, submitted by Manhattan Lanes, LLC, Agent: Constance M. Stiles, 1024 Cardinal Lane, Green Bay, WI.
- 19) Mitty's Pub, 617 Birch Street, submitted by Quincy's Restaurant LLC, Agent: Matt Minten, 884 S. Ninth Street, De Pere, WI.
- 20) Nicky's Lionhead Tavern & Grill, 331 Main Avenue, submitted by Nicky's Inc., Agent: Thomas M. Nick, 5029 Edgewater Beach Road, Green Bay, WI.
- 21) Old No. 7, 121 N. Tenth Street, submitted by Hoffman Investments, Inc., Agent: Raymond Hoffman, 1140 Aldrin Street, De Pere, WI.
- 22) Pasquale's International Cafe, 305 Main Avenue, submitted by Pasquales II De Pere LLC, Agent: Christine A. Bricco, 5918 Mary's Road, New Franken, WI.
- 23) Replay Sports Bar & Grill, 1731 Fort Howard Avenue, submitted by Kathleen Jean Broder and Scott Michael Marotz, 12132 Velp Avenue, Green Bay, WI.
- 24) River Loft, The, 132 Front Street, submitted by Jeremy R. Bock, N327 Elm Road, Pulaski, WI.
- 25) St. Norbert College Inc., 100 Grant Street, submitted by St. Norbert College Inc., Agent: Terrie DuBois, 729 Bascom Way Green Bay, WI.
- 26) Sidekicks Bar & Grill, 930 Main Avenue, submitted by DKG Entertainment, LLC, Agent: Denise A. Gajeski, 846 Elm Street, De Pere, WI
- 27) Tim Karl's Century Lanes, 132 S. Broadway Street, submitted by Teekae Enterprises Inc. of Wisconsin, Agent: Timothy V. Karl, 2584 Good Shepherd Lane, Green Bay, WI.
- 28) Union Hotel, 200 N. Broadway Street, submitted by Union Hotel Corporation, Agent: Mary Boyd, 302 Legion Court, De Pere, WI.
- 29) Venture Theatre, 353 Main Avenue, submitted by Venture Theatre LLC, Agent: Michael Sean Yoder, 830 S. Baird Street, Green Bay, WI.

#### **ORDINANCE 12-11**

### AMENDING §22-8 DE PERE MUNICIPAL CODE REGARDING RENEWAL OF SIDEWALK CAFÉ PERMITS

THE COMMON COUNCIL OF THE CITY OF DE PERE DO ORDAIN AS FOLLOWS:

Section 1. §22-8(c)(2)c. Sidewalk Café Permit, is hereby amended by adding thereto the following:

The City Administrator shall have the authority to administratively renew such permit at the request of the permit holder and there shall be no fee for such renewal.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall take effect on and after its passage and publication as provided by law.

Adopted by the Common Council of the City of De Pere, this 15<sup>th</sup> day of May, 2012.

	APPROVED:
	Michael J. Walsh, Mayor
	Vicki L. Scray, Deputy Clerk
Ayes:	· — · 2 ў ·
Nays:	

#### RESOLUTION #12-50

#### AUTHORIZING CREATION OF TID #10 AND RELATED ACTIVITIES

WHEREAS, the City is in need of creating a new Tax Increment Financing District (TID #10) in the Industrial Park on the City's East side for development purposes; and

WHEREAS, a map of the proposed area for TID #10 is attached as Exhibit 1; and WHEREAS, if TID #10 is created, the City will need assistance in the development of the required project plan and wishes to engage the Springsted Incorporated Financial Advising

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

The Council supports moving forward with the creation of TID #10 within the approximate boundaries as are shown on Exhibit 1, including engaging Springsted Incorporated for assistance in development of the required project plan.

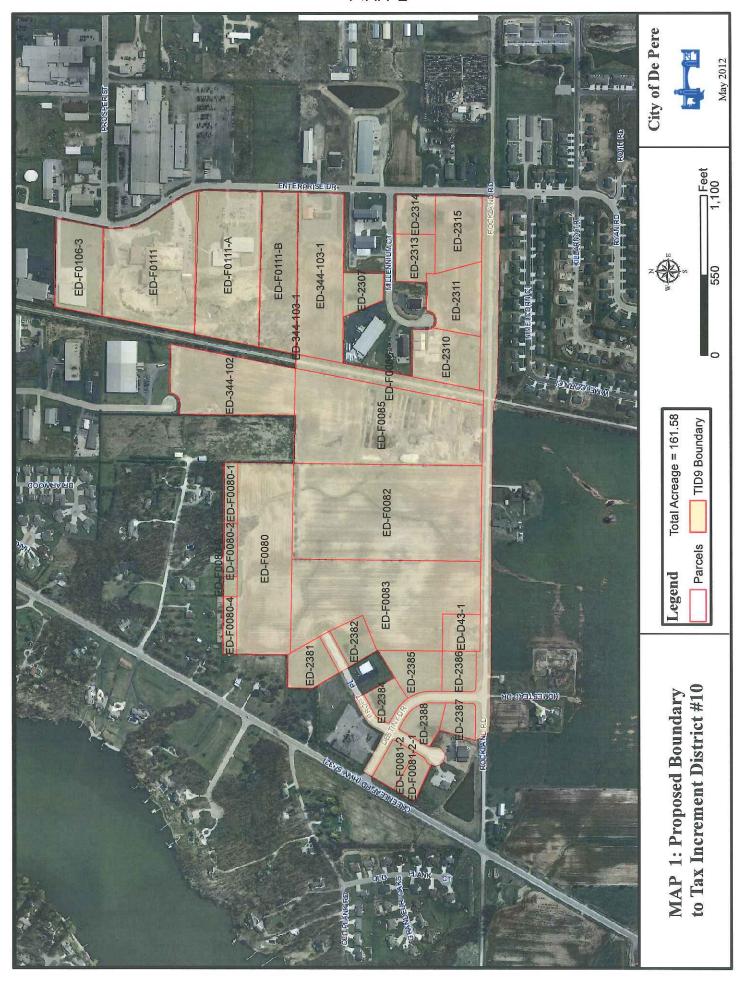
#### BE IT FURTHER RESOLVED THAT:

firm in doing so.

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15<sup>th</sup> day of May, 2012.

	APPROVED:	
	Michael J. Walsh, Mayor	
	ATTEST:	
	V. 1. I. C. D. (Cl. 1	_
	Vicki L. Scray, Deputy Clerk	
Ayes:		
Nays:		



#### RESOLUTION #12-51

#### AUTHORIZING AGREEMENT FOR CONSULTANT SERVICES WITH SPRINGSTED INCORPORATED (TID #10 CREATION AND PROJECT PLAN)

WHEREAS, the City of De Pere is in need of assistance in developing a project plan for and creating Tax Increment Financing District #10; and

WHEREAS, Springsted Incorporated has available and offers to provide personnel and facilities necessary to accomplish the work within the required time under the terms and conditions found in the Agreement, attached and incorporated as Exhibit 1; and

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

#### NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Mayor and Deputy Clerk are authorized and directed to enter into such Agreement as is attached as Exhibit 1, subject to such technical changes as deemed necessary by the City Attorney.

#### BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15<sup>th</sup> day of May, 2012.

	APPROVED:
	Michael J. Walsh, Mayor
	ATTEST:
	Vicki L. Scray, Deputy Clerk
Ayes:	
Nays:	

# AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF DE PERE AND SPRINGSTED INCORPORATED (TID #10 CREATION AND PROJECT PLAN)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_\_, 2012 by and between the City of De Pere, Wisconsin ("City"), and Springsted Incorporated, a corporation authorized to do business in the State of Wisconsin ("Consultant").

#### WITNESSETH

WHEREAS, the City requires assistance in developing a project plan for and creating Tax Increment Financing District #10 (TID #10); and

WHEREAS, the Consultant has available and offers to provide personnel and facilities necessary to accomplish the work within the required time.

NOW THEREFORE, City and Consultant agree as follows:

#### I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals dated May 2, 2012 (Exhibit A) and Consultant's Work Plan thereto dated May 8, 2012 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

#### II. SCOPE OF SERVICES

Consultant agrees to perform those services which are described in Exhibit A. Unless modified in writing by both parties, duties of the Consultant shall not be construed to exceed those services specifically set forth herein. City and Consultant agree that there may be incidental work that may be required to be performed by the Consultant that is not covered in Exhibit A, which may be needed during performance of this Agreement. It is intended that such categories of work be classified as special services. Any such work shall be defined in writing and authorized in writing prior to execution of such work.

#### III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, financial information, specifications, and other information concerning the project that may be applicable and available.

#### IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

#### V. OWNERSHIP AND FORM OF DOCUMENTS

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

Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant are for use solely with respect to this Project. Any other use shall be at the City's sole risk and without liability to the Consultant.

In addition to providing drawings, specifications and other documents in the printed form (also known as hard copies), Consultant shall provide to City these documents in electronic form such as Microsoft Word, PDF, or Autocad format at no additional cost to the City.

Electronic data processing models created by Consultant, and used in the preparation of material incorporated in work prepared for the City, shall remain the property of the Consultant. The Consultant shall remain the author and owner of such models, retaining all common law, statutory or other right therein, including copyright, patent or trademark.

Consultant acknowledges that City is a Wisconsin municipality and that, as the City's Consultant, Wis. Stats. §19.36(3) applies to it. Pursuant to those statutory provisions, records produced by Consultant pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format.

#### VI. CONFIDENTIALLITY OF INFORMATION

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

#### VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. As such, the Consultant shall complete the project on or before September 30, 2012. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay close-out of the contract for a period in excess of such time frame, Consultant shall so inform the City in writing.

#### VIII. COMPENSATION

For the services as described in Exhibit B to be performed by the Consultant, the City agrees to pay, and the Consultant agrees to accept, compensation in accordance with the methods and schedules set forth in Exhibit B. Compensation for special services shall also be as set forth in Exhibit B. Payment to the Consultant is due upon receipt of invoice by the City.

Charges for reimbursable costs determined in accordance with Exhibit B shall be billed in summary form to the City on monthly billing periods.

#### IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work.

#### X. SUBCONTRACTS

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

#### XI. ASSIGNMENT

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

#### XII. INTEGRATION

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

#### XIII. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any

part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

#### XIV. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstanced beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Consultant through no fault of Consultant. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XV.

#### XV. TERMINATION OF WORK

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

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

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

#### XVI. MEDIATION

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

The City and Consultant shall attempt to resolve claims, disputes and other matters in questions between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall

be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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

#### XVII. NOTICES

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

If to City:

City of De Pere Attn: City Administrator 335 S. Broadway Street De Pere, WI 54115

If to Consultant:

Springsted Incorporated Attn: Mikaela Huot 380 Jackson Street, Suite 300 St. Paul, MN 55101-2887

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

#### SPRINGSTED INCORPORATED

#### CITY OF DE PERE, WISCONSIN

By:	By:
Print Name:	Michael J. Walsh, Mayor
By:	By:
Print Name:	Vicki L. Scray, Deputy Clerk

#### **Ken Pabich**

From:

Ken Pabich

Sent:

Wednesday, May 02, 2012 3:22 PM

To:

'Mikaela Huot'

Subject:

FW: City of De Pere Tax Increment Creation Proposal

Attachments:

Map1\_TID10Boundry.pdf

#### Hi Mikaela -

The City of De Pere is looking to create a new tax increment district (#10) that would be in our east industrial park. The attached map shows the area proposed as the boundary. The goal is to have the district created and certified for January 1, 2012. We would need assistance with the following:

- 1. Development of project & meeting schedule
- 2. Financial analysis for the TID (as required for plan)
- 3. Project Plan Development
- 4. Assistance with State review as needed

The City can take the lead on scheduling the proper meeting and notifications based off the project schedule. The City would also be able to complete all of the required mapping for the project. If possible, I would like to have a project estimate that can be present to our Finance Committee by Tuesday, May 8<sup>th</sup>.

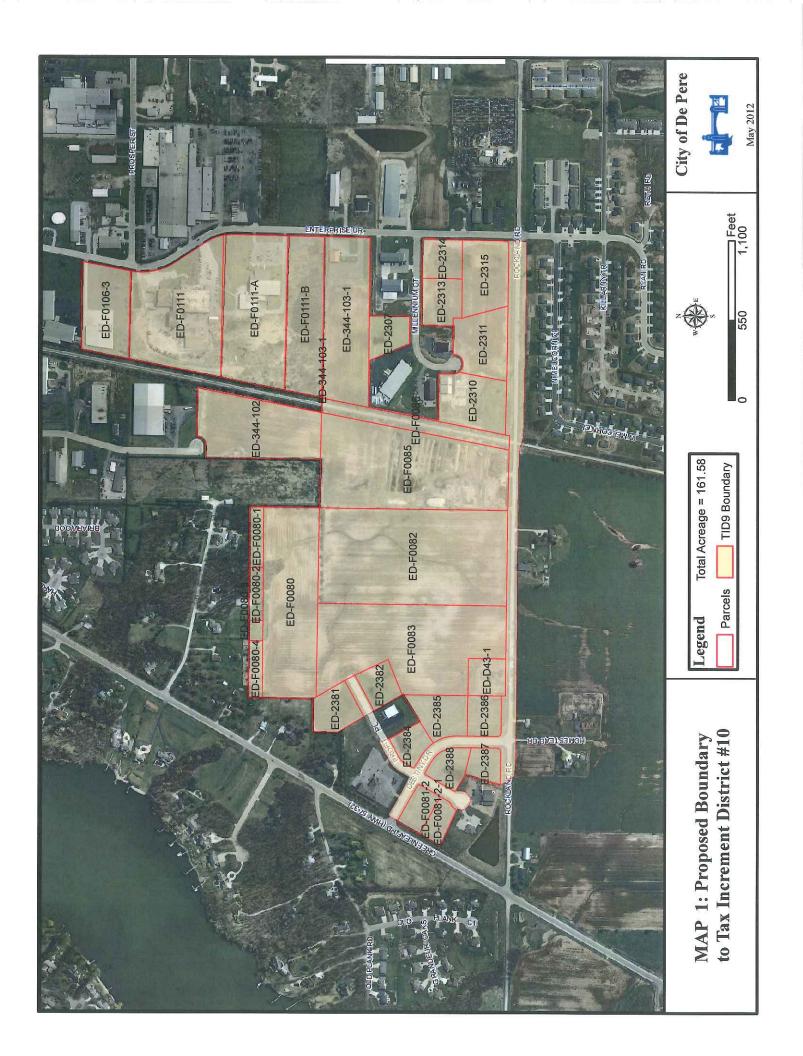
#### Thanks Ken

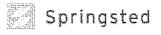
#### Ken Pabich

Director of Planning and Economic Development City of De Pere 335 S. Broadway De Pere, WI 54115

(p): 920-339-4043

(e): kpabich@mail.de-pere.org





Springsted Incorporated 1110 N. Old World 3rd Street, Suite 218 Milwaukee, WI 53203-1117

Tel: 414-220-4250 Fax: 414-220-4251 www.springsted.com

May 8, 2012

Mr. Ken Pabich
Director of Planning and Economic Development
City of De Pere
335 S Broadway
De Pere, Wisconsin 54115

Re: Creation of Tax Incremental Financing District No. 10

Dear Mr. Pabich:

Springsted is pleased to have the opportunity to provide additional information regarding our credentials for the City of De Pere to provide economic development project consulting services in conjunction with the City's desire to establish Tax Incremental Financing District No. 10.

Springsted is one of the largest and most established independent public sector advisory firms in the United States. For over 50 years, we have continually grown in the range of our client relationships, the comprehensiveness of our services and our prominence within the industry. Our managed growth is focused on providing clients with a balance of national perspective and local expertise.

We have had a long and established relationship with the City of De Pere, dating back to the 1980's, for both financial advisory and housing & economic development consulting services. This history and strong working relationship provides us with a very unique position to continue assisting the City with achieving its goals and objectives. Unlike some consultants who will focus on the impact of an individual project in isolation, we are able to review the projects with an understanding of the City's overall financial position based on our past experience, which is grounded on a realistic and conservative perspective.

Below you will find a proposed scope of work to assist the City with the creation of the proposed Tax Incremental Financing District No. 10. The work plan includes the steps as required to create the District, including the meeting notices. As you review the work plan, we would ask you to focus on three key qualifications that demonstrate our enhanced services and depth of experience:

1. Springsted is a leader in economic development at the national and state levels. Springsted has established a record as of one of the foremost economic development advisors in the nation and in Wisconsin. Our record is built on a tradition of innovation, as evidenced by our being the advisor on the "first-ever" tax increment projects in five states, singular national client recognition by Harvard's Kennedy School and the National League of Cities, with the award recognizing the public-private partnerships for revitalization of Downtown Saint Paul. Our growth continues through the expansion of our staff on our dedicated Housing and Economic Development Team; the maturation of an increasing choice of financing and analytical tools; and an experience base that blends knowledge of Wisconsin with a national perspective of the key components for successful economic development efforts.

- 2. Springsted is an independent financial advisor, in both Public Finance and Economic Development. Traditionally, the independent advisor has been framed in the context of the public finance industry, as working only on behalf of the bond issuer, without any ties to the "buy-side" investment banking business. More recently, many of our clients have recognized similar conflicts of interests in economic development and housing advisory services. Economic development consultants have been found to be representing and negotiating for developers against local governments on one occasion, while on the next occasion, representing the local governments often against these same developers. Their fees charged to developers are often more lucrative than those charged to local government, which leads to an inherent conflict of interest. In all cases, Springsted avoids any conflicts of interest by working only for local government, so we may be absolutely clear that our sole customer is the local government. The City has our assurance that in every project, the City's interests are our only objective.
- 3. Springsted's service team is designed specifically for the City of De Pere and represents our senior staff. Our service team to serve the City of De Pere is selected to meet four very specific objectives for the City: 1) It represents our senior and most experienced staff; 2) It provides a range of expertise to cover the range of service requirements; 3) It provides a continuity of service and institutional knowledge to achieve future objectives; and, 4) it represents the commitment to take personal and professional responsibility for the services and outcomes for the City.

Springsted has conducted economic development analyses for a wide variety of local governments and public agencies in Wisconsin and across the country over the last 25 years. Our reputation for thorough analysis of proposed economic development projects are recognized among our clients. We are very proud of our economic development experience and helping our clients succeed.

We look forward to continuing to work with the City of De Pere on this proposed new project. You can be confident our staff will provide the City with an incomparable work ethic, knowledge, expertise and past project experience. If you have any questions or require additional information, please feel free to contact Mikaela at 651-223-3036 / <a href="mailto:mhuot@springsted.com">mhuot@springsted.com</a> or Joe at 414-220-4257 / <a href="mailto:jmurray@springsted.com">jmurray@springsted.com</a>.

Sincerely,

Mikaela R. Huot

Mikaela R. Huot, Assistant Vice President Consultant

Joseph M. Murray, Vice President

Client Representative

Joseph M. Murray



### City of De Pere, Wisconsin Establishment of Tax Incremental Financing District No. 10

Work Plan May 2012

#### Objective(s)

The purpose of this workplan is to provide a cost estimate and to outline the steps necessary to assist the City with establishment of the proposed Tax Incremental Financing District (TID) No. 10 for the redevelopment of certain identified properties within the City's downtown. Included with establishment of the District Springsted would provide the following:

- Project Plan
- Tax Increment Projections
- Feasibility Analysis
- Review and drafting of required notification letters and notices, as necessary

#### Task I - Project Analysis and Feasibility:

Springsted will provide the following financial analysis of the proposed project:

- An analysis of the District's ability to repay debt service that would be issued by the City for
  necessary public improvements and related redevelopment costs with tax increment revenues to
  be received by the City from the redevelopment of certain properties within the District, if
  applicable.
- An analysis of the City's ability to recover from future tax revenues, development assistance
  incentives to be given by the City to businesses in exchange for their agreements to redevelop
  certain properties within the proposed project area, if applicable.
- An evaluation of the potential forms of development assistance incentives the City may consider
  offering. We will identify the extent of financial risk to be incurred by the City and its taxpayers
  under various options, including traditional TID development, a Pay-As-You-Go (PayGo), and other
  approaches that may be useful for this project. This evaluation will also identify the affect these
  options may have on the project's financial feasibility.

#### Task II - TID Project Plan Drafting:

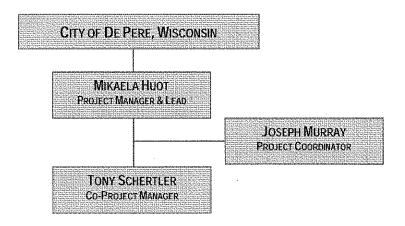
Springsted will deliver the following output in accordance with establishment of the Tax Incremental Financing District:

- We will assist the City in establishing the TID No. 10, and will prepare the TID Project Plan, including the financial feasibility analysis, for consideration and adoption by the appropriate governmental bodies in the statutorily defined order and schedule.
- We will assist the City in negotiating applicable development agreements with proposed developers, as applicable.

#### Project Team

Springsted's project team will bring an unsurpassed level of experience in economic development, local government management, and financial advising. The team is also free to draw upon the expertise of our entire staff of approximately 60 employees.

Springsted has assigned the following project team for the City of De Pere in conjunction with establishment of the proposed Tax Incremental Financing District No. 10.



Mikaela R. Huot, Assistant Vice President, Ms. Mikaela Huot has been with Springsted's Housing and Economic Development Team for over eleven years and will serve as Project Manager and Lead for the City. Ms. Huot has served as the City's lead economic development and housing consultant since approximately 2004. Ms. Huot is a specialist in the comprehensive analysis and use of a variety of economic development, redevelopment and housing programs in Wisconsin and the Midwest and Mid-Atlantic regions, including property tax and sales tax increment financing, tax abatement, state grant and loan programs, enterprise zones, community development authorities and special service/business improvement districts. Tasks performed include revenue projections, operating cash flow projections, financial feasibility analysis, developer review and negotiations, cost benefit analysis, tax impact analysis, bond cash flow analysis, rate of return analysis, developer need for assistance, repayment risk analysis and other related areas. Ms. Huot received a Bachelor of Science in Applied Economics and Business and Industry Education from the University of Minnesota and is certified through the National Development Council as an Economic Development Finance Professional as well as a Certified Independent Public Finance Advisor (CIPFA).

Joseph M. Murray, Vice President, Mr. Joseph Murray is located in our Milwaukee office and will serve as project coordinator providing project oversight and assist in the review of financing options and alternatives. Mr. Murray has served as the City's financial advisor since 2011. Mr. Murray has nearly 20 years' experience in municipal government, including more than 15 years as a city/village manager. Immediately prior to joining Springsted in 2007, he served as the Village Manager of Greendale, Wisconsin for more than nine years. With his vast array of local government experience, Mr. Murray is very familiar with the fiscal, management, organizational, political and economic development challenges facing cities, villages, towns and counties throughout Wisconsin and the upper Midwest. As a Certified Independent Public Finance Advisor (CIPFA) he is a skilled financial advisor and management professional who is able



to listen to a client's issues and concerns; research and evaluate viable options; and present innovative creative and practical solutions that can be successfully implemented. Mr. Murray received a Master of Public Administration from the University of Kansas and a Bachelor's degree in public administration and finance from Western Michigan University.

Anthony L. "Tony" Schertler, Senior Vice President, is head of Springsted's Housing and Economic Development Group. Tony has over 15 years' experience in local government, with 10 years focused on downtown development and redevelopment. Tony is responsible for creating incentive programs in the areas of business retention and attraction. He is a licensed attorney, with an extensive background in land use and real estate development. Tony will be the City of De Pere's Co-Project Manager on this project and will be available, as needed, to help with developer agreement review and development. Mr. Schertler received his J. D. at William Mitchell College of Law and a Bachelor's degree from St. John's University in St. Paul, Minnesota. He is currently serving on the St. Paul Planning Commission and is Co-Chair of the Ford Site Planning Task Force.

Additional information about the City of De Pere team can be provided upon request.

#### Completion Date

Springsted proposes to work in conjunction with City staff to complete the establishment of the TID. The intended target date for completion is within 90 days, prior to September 30<sup>th</sup>, in order to certify the District as of January 1, 2012.

#### Compensation

Our standard professional fee for assistance with establishment of a Tax Incremental Financing District is typically in the range of \$6,500 - \$7,500, as billed on an hourly basis. However since we are currently working with the City on establishment of TID #9, we anticipate the process can be streamlined for a reduced professional fee down to the range of approximately \$4,000-\$5,000. The fee proposed herein is exclusive of any out-of-pocket expenses such as travel (if determined necessary and requested), copying, teleconferencing and faxes. All out-of-pocket expenses will be coordinated as much as possible with our work on TID #9 in order to minimize their cost to the City as well.

#### Additional Work

Should the City request and authorize additional work outside the scope of services described in this work plan, we would invoice at our standard hourly rates as shown below.

2012 Standard Hourly Fee Schedule		
Title	Rate	
Principal & Senior Officer	\$220	
Officer & Project Manager	\$190	
Senior Associate	\$155	
Associate	\$145	



Support Staff	\$ 65
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For negotiating individual development agreements as described in the second bullet point of the Task II Work Plan, hourly fees will be billed according to the above schedule assuming the Officer/Project Manager rate of \$190 per hour.

#### References

Similar engagements completed by Springsted Incorporated and the team assigned to this project include those listed below. Additional references and project information can be provided if necessary.

#### City of La Crosse, Wisconsin

Financial and Economic Development Advisor Mr. Wayne A. Delagrave, Director of Finance/Treasurer 608-789-7567

Ms. Krista A. Gallager, Deputy City Attorney 608-789-7511

#### City of Stoughton, Wisconsin

Financial and Economic Development Advisor
Ms. Laurie Sullivan, Director of Finance and Economic Development
608-873-6691

#### City of Wauwatosa, Wisconsin

Economic Development Project Analysis Mr. James Archambo, City Administrator 414-479-8915

Ms. Paulette Enders, Economic Development Director 414-479-3531

#### RESOLUTION #12-52

#### AUTHORIZING A SIDEWALK CAFÉ PERMIT FOR SKYLARK ENTERPRIZES LLC

WHEREAS, Skylark Enterprizes LLC, has requested a Sidewalk Care Permit from the City to place within City right-of-way in front of their business at 100 South Broadway Street, De Pere, bistro tables and chairs to accommodate outside customer seating; and

WHEREAS, the Board of Public Works has reviewed such request and recommends its approval.

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

The Sidewalk Care Permit, attached hereto and incorporated by reference as Exhibit A, is hereby authorized and approved, and the Mayor and Deputy Clerk are directed to execute the same.

#### 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 <u>15<sup>th</sup></u> day of <u>May</u>, 2012.

	APPROVED:
	Michael J. Walsh, Mayor
	ATTEST:
Ayes:	Vicki L. Scray, Deputy Clerk
Nays:	

#### SIDEWALK CAFE PERMIT

Name and Address of Permittee: Skylark Enterprizes LLC

d/b/a The Black Boot c/o Patricia Tiedemann 436 Washington Street Wrightstown, WI 54180

Grantor: City of De Pere

**Location of Encroachment:** 100 South Broadway Street, Suite 50

See attached Exhibit 1

Purpose of Encroachment: Outdoor Seating/Food Service (tables and chairs)

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

- 1. <u>Permit</u>. City hereby authorizes and grants to Skylark Enterprizes LLC ("Permittee") a Sidewalk Cafe Permit for that specific area described in the sketch attached hereto and incorporated as Exhibit 1. Such Sidewalk Café Permit is subject to the following terms and conditions:
  - a) The Sidewalk Café Permit granted hereunder shall be valid from July 1 through July 30 of each year this permit is valid. Renewals of this permit may be accomplished administratively through the City Administrator.
  - b) The permit granted under this Agreement authorizes tables and chairs (outdoor seating) for food service within the area illustrated in Exhibit 1.
  - c) It is specifically understood and agreed by the parties that the City shall undertake no responsibility for the maintenance of the permit area or the tables and chairs. Permittee shall maintain the permit area and all personal property thereon in a neat and orderly manner, keeping it clean, free of noxious weeds, trash, and debris. All personal property placed on the permit area by Permittee shall remain the property of Permittee and the City shall not be held liable for any damage to such personal property regardless of the cause of such damage.
  - d) Sale of Alcohol Beverages:
    - □ Not Allowed
      - (i) No alcohol beverages may be sold or consumed in the Sidewalk Café area.

#### □ Allowed

- (i) No alcohol beverages may be sold or consumed in the Sidewalk Café area unless the City Council has made that area part of the liquor licensed area.
- (ii) If the City Council has approved the Sidewalk Café area as part of the liquor licensed area, Permittee agrees as follows:
  - (1) Violations of the requirements of this chapter or Wis. Stats. ch. 125 may result in the café permit issued hereunder and the Class B premise permit expansion being repealed by the Common Council in addition to other penalties provided under those regulations.
  - (2) Alcohol beverages shall only be served to patrons of the establishment by a server in the sidewalk café area. No carryout or carry-in of alcohol beverages by a patron to and from the area of the sidewalk café shall be permitted.
  - (3) Each sidewalk café serving alcohol beverages shall be responsible for monitoring the area of the sidewalk café to ensure that customers are of legal drinking age and that alcohol beverages are not removed from the premises.
  - (4) The sale of alcohol beverages in sidewalk café areas shall be limited to the hours of 11:00 a.m. to 11:00 p.m. All alcohol shall be removed from the sidewalk café area no later than 11:30 p.m.
- e) Adequate egress and ingress as determined by ADA standards along the sidewalk area subject to this permit is maintained at all times. The number of chairs per bistro table shall not exceed two (2) and no chair may be placed along the east side of the tables shown on Exhibit 1.
- 2. <u>Insurance</u>. Permittee shall supply to the City a certificate of general liability insurance, naming the City as an additional insured for purposes of this Permit in an amount not less than \$1,000,000 per occurrence. Permittee shall save and hold City harmless from any and all injury that may occur or be said to have occurred as a result of Permittee's utilization of the Sidewalk Cafe Permit issued under this Agreement. Such hold harmless agreement shall extend to any injury to person or property involving any officers or agents of the parties hereto or any third parties.
- 3. Revocation. The Permit granted hereunder may be revoked upon written or oral notice of the Director of Public Works at any time with or without notice. The parties acknowledge that the privileges granted by the permit hereunder constitute encroachments upon public trust properties and may be let only under the condition that the use of such public space does not interfere with public safety, access, aesthetics, or any other public purpose.

	e. It is specifically understood and agreed that in the ownership or continuous interest is granted in the ownership or continuous	
IN WITNESS WHEREOF, the p, 2012.	parties hereto execute this agreement on this	day of
SKYLARK ENTERPRIZES LLC	CITY OF DE PERE	
Patricia Tiedemann	Michael J. Walsh, Mayor	
	Vicki L. Scray, Deputy Clerk	

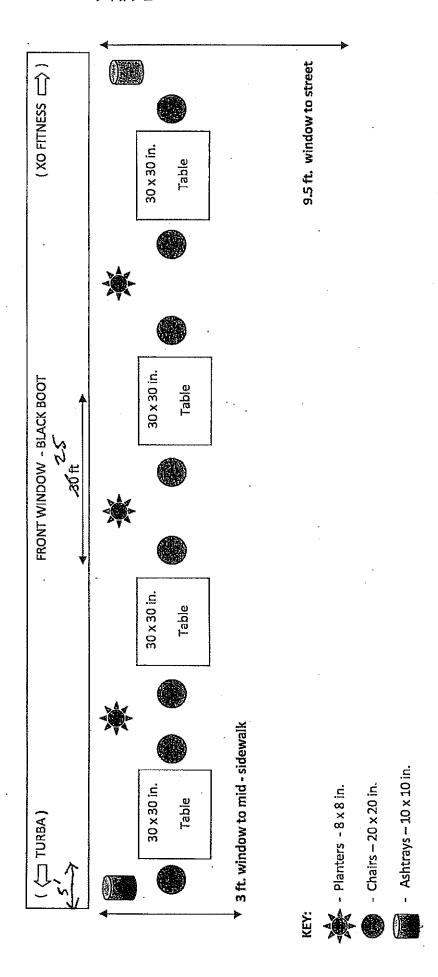
H:\jdupont\ROP\Sidewalk Cafe\The Black Boot-5-12-164-001-12.docxc

# THE BLACK BOOT

100 S. Broadway De Pere, WI Suite 50

De Pere, WI 54115

SIDEWALK DINING AREA - DIMENSIONS



#### RESOLUTION #12-53

# ACCEPTING UTILITY EASEMENT FROM CROW'S NEST, LLC (Parcel ED-134-1)

WHEREAS, the City has requested that the Crow's Nest, LLC convey a utility easement to the City for purposes of reconstruction and enlargement of the City's sanitary sewer facilities crossing Parcel ED-134-1; and

WHEREAS, the Utility Easement to the City attached and incorporated as Exhibit 1 accomplishes such easement conveyance; and

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

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

The City Engineer is authorized to negotiate the acquisition of such easement from Crow's Nest, LLC (attached as Exhibit 1) for such amount not to exceed its appraised value of \$9,200.

#### BE IT FURTHER RESOLVED THAT:

Nays:

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 <u>15<sup>th</sup></u> day of May, 2012.

	APPROVED:
	Michael J. Walsh, Mayor
	ATTEST:
	Vicki L. Scray, Deputy Clerk
Ayes:	violi B. Bolay, Deputy Clork

## Document Number GRANT OF UTILITY EASEMENT

Crow's Nest, LLC, a Wisconsin limited liability corporation, Grantor, hereby grants and conveys to the City of De Pere, a Wisconsin municipal corporation, and its successors and assigns, Grantee, an easement over, under, across and through in all lands described below as a right-of-way easement for purposes of construction, installation and maintenance of sewer and related facilities. No other structures or accessory buildings shall be constructed within or upon said easements.

#### Legal Description

All that part of the Grantor's property located in part of Lot 1, Volume 48, Certified Survey Maps, Page 165 being part of Private Claim 28, East Side of Fox River, lying 15.00 feet on each side (30.00 feet total width) of the easement reference line described below.

Commencing at Brown County ID Point 30N17.2; thence S64°06'25"E, 436.49 feet along a line connecting Brown County ID Point 30N17.2 and Brown County ID Point 30P18.1;

thence N36°26'41"E, 97.33 feet along the west right of way of North Broadway (aka STH '57") to said reference line, the <u>POINT OF BEGINNING</u>; thence N67°35'50"W, 36.14 feet along said reference line; thence N64°35'39"W, 349.03 feet along said reference line; thence S85°04'01"W, 50.00 feet along said reference line; thence N57°55'39"W, 87.27 feet along said reference line to the Point of Termination.

The sidelines of said 30.00 foot wide sanitary sewer easement extend and shorten to intersect with the lines of the grantors property and points of intersection.

Said parcel (sanitary sewer easement) contains 14,773 sq.ft. or 0.339 acres.

Such easement area is shown on the attached "Exhibit A".

This space is reserved for recording data
Return to
Judith Schmidt-Lehman City of De Pere 335 S. Broadway De Pere, WI 54115
Parcel Identification Number/Tax Key Number
ED-134-1

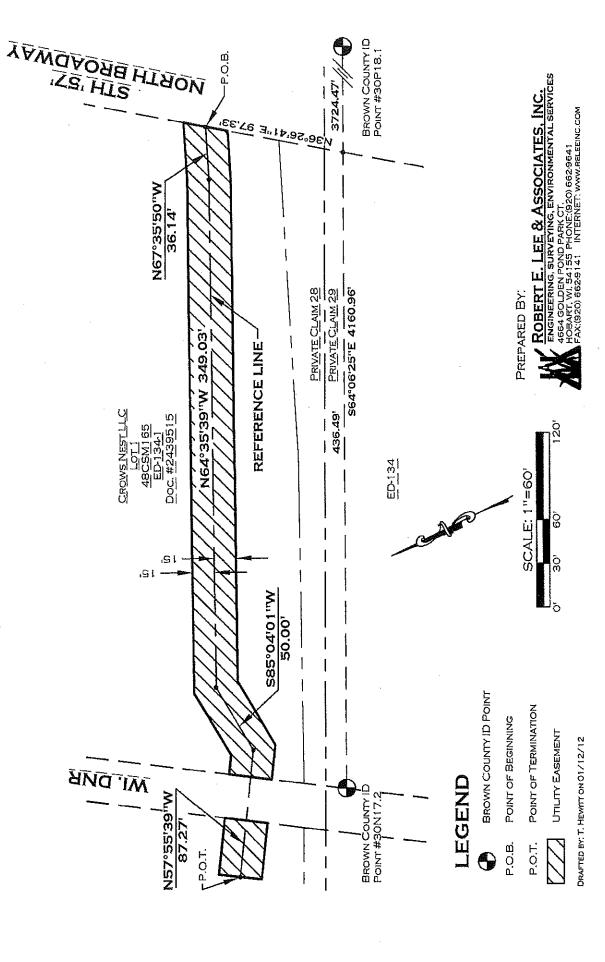
(Date Commission Expires)

Grantee hereby ag disturbance.	grees to restore all property	isturbed by its activities in use of the easement to the condition exist	ing prior to the
This Easement is b	inding upon and shall inure to	he benefit of the heirs, successors, assigns, and licensees of the parties	nereto.
Signed this	day of	, 2012.	
		CROW'S NEST, LLC By:	
		Name: Title:	
		Name: Title:	
		State of Wisconsin ) ) ss County ) On the above date, this instrument was acknowledged	
		the named person(s).  (Signature, Notary Public, State of Wisconsin)	
	(SEAL)	(Print or Type Name, Notary Public, State of Wiscon	nsin)

This document was drafted by Judith Schmidt-Lehman.

H:\( \)dupont\( \)Legal Documents\( \)2012\( \)Grant of Utility Easement - Crows \( \)Nest-1-12-163-002-12.doc

# EXTIBIT A



#### RESOLUTION #12-54

# ACCEPTING HIGHWAY EASEMENT FROM THE PREMONSTRATENSIAN FATHERS (Parcel ED-1128-2-1)

WHEREAS, the City has requested that The Premonstratensian Fathers convey a highway easement to the City for purposes of constructing a hammer head turnaround for City vehicles on Parcel ED-1128-2-1; and

WHEREAS, the Highway Easement to the City attached and incorporated as Exhibit 1 accomplishes such easement conveyance; and

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

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

The City of De Pere gratefully accepts the Highway Easement from The Premonstratensian Fathers (attached as Exhibit 1) and thanks them for their support of city street management activities.

#### BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15<sup>th</sup> day of May, 2012.

	APPROVED:
	Michael J. Walsh, Mayor
	ATTEST:
Ayes:	Vicki L. Scray, Deputy Clerk
Nays:	

### Document Number GRANT OF EASEMENT FOR HIGHWAY PURPOSES

The Premonstratensian Fathers, a Wisconsin non-stock corporation, Grantor, hereby grants and conveys to the City of De Pere, a Wisconsin municipal corporation, and its successors and assigns, Grantee, an easement over, under, across and through in all lands described below as a right-of-way easement for purposes of public road construction, installation and maintenance. No other structures or accessory buildings shall be constructed within or upon said easements.

#### Legal Description

Commencing at Brown County ID Point 30N17.2;

thence S64°08'25"E, 1156.32 feet along a line connecting Brown County ID Point 30N17.2 and Brown County ID Point 30P18.1;

thence N26°02'40"E, 130.83 feet to the northerly right of way of Lawton Place, the <u>POINT</u>
<u>OF BEGINNING</u>;

thence continuing N26°02'40"E, 35.00 feet;

thence N63°57'20"W, 112.80 feet;

thence S26°02'40"W, 35.00 feet to the south line of lands described in Document #2518758 and along said northerly right of way extended westerly;

thence S63°57'20"E, 112.80 feet along said south line and said northerly right of way to the Point of Beginning.

As shown and dimensioned on the attached Exhibit A.

Said parcel (highway easement) contains 3,948 sq.ft. or 0.091 acres more or less.

This space is reserved for recording data		
Return to		
Judith Schmidt-Lehman City of De Pere 335 S. Broadway De Pere, WI 54115		
Parcel Identification Number/Tax Key Number		

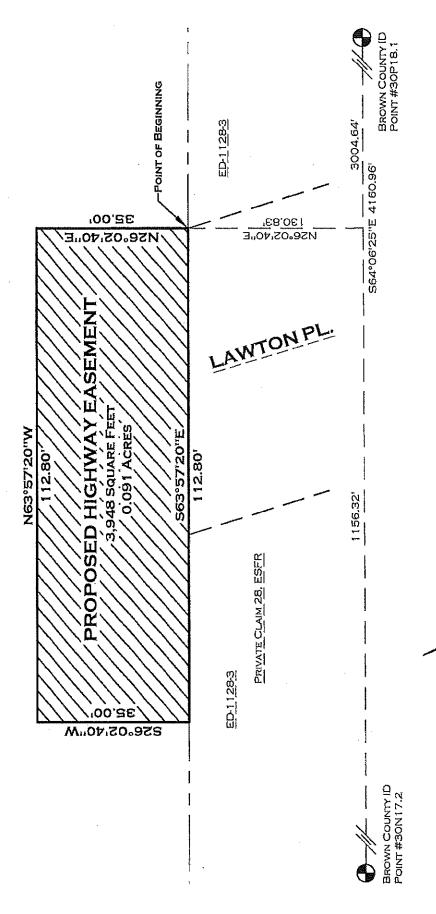
(Date Commission Expires)

ED-1128-2-1

Grantee hereby agrees to restore all property disturbed by its activities in use of the easement to the condition existing prior to the disturbance. This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto. Signed this day of THE PREMONSTRATENSIAN FATHERS Ву: Print Name: Title: Print Name: Title: State of Wisconsin County On the above date, this instrument was acknowledged before me by the named person(s). (Signature, Notary Public, State of Wisconsin) (Print or Type Name, Notary Public, State of Wisconsin) (SEAL)

This document was drafted by Judith Schmidt-Lehman. http://dupontLegal Documents/2012/Grant of highway Easement - Premonestarian-3-12-163-001-12.doc

The Premonstratensian Fathers Document #2518758 ED-1128-21



BROWN COUNTY ID POINT LEGEND

PREPARED BY:

SCALE: 1"=20"

ROBERT E. LEE & ASSOCIATES, INC. ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES 4664 GOLDEN PARK CT. HOBART, WI. 54155 PHONE (920) 662-9641 (NTERNET): www.releging.com

HIGHWAY EASEMENT

DRAFTED BY: T. HEWITT ON 04703/12

#### RESOLUTION #12-55

# AUTHORIZING AGREEMENT FOR CONSULTING SERVICES WITH RETTLER CORPORATION

(Comprehensive Park and Outdoor Recreation Plan Update)

WHEREAS, the City is in need of consulting services to complete an update to its Comprehensive Park and Outdoor Recreation Plan; and

WHEREAS, Rettler Corporation has available and offers to provide personnel necessary to accomplish the park and recreation plan update within the required time; and

WHEREAS, the Board of Park Commissioners has reviewed such request and recommends its approval.

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

The Mayor and Deputy Clerk are authorized and directed to enter into the Agreement for Consulting Services, attached and incorporated as Exhibit 1, subject to such technical changes as deemed necessary by the City Attorney.

#### BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this <u>15<sup>th</sup></u> day of <u>May</u>, 2012.

<u>wiay,</u> 2012.	
	APPROVED:
	Michael J. Walsh, Mayor
	ATTEST:
	Vicki L. Scray, Deputy Clerk
Ayes: Vays:	

# AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND RETTLER CORPORATION (Comprehensive Park and Outdoor Recreation Plan Update)

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between the City of De Pere, Wisconsin, ("City"), and Rettler Corporation, a Wisconsin corporation ("Consultant").

#### WITNESSETH

WHEREAS, the City is in need of consulting services to complete an update to its Comprehensive Park and Outdoor Recreation Plan; and

WHEREAS, the Consultant has available and offers to provide personnel necessary to accomplish the park and recreation plan update within the required time.

NOW THEREFORE, City and Consultant agree as follows:

#### I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals (Exhibit A) and Consultants Proposal thereto dated March 2, 2012 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

#### II. SCOPE OF CONSULTING SERVICES

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

#### III. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

#### IV. OWNERSHIP AND FORM OF DOCUMENTS

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

Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant are for use solely with respect to this Project. Any other use shall be at the City's sole risk and without liability to the Consultant.

In addition to providing drawings, specifications and other documents in the printed form (also known as hard copies), Consultant shall provide to City these documents in Microsoft Office format at no additional cost to the City. Copies of documents that may be relied upon by the City are limited to the printed copies that are signed or sealed by the Consultant. Electronic files that are furnished by Consultant to City are only for convenience of City. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.

Consultant acknowledges that, as the Consultant to City (a Wisconsin municipality), Wis. Stats. §19.36(3) applies to it and records produced by Consultant pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees to comply with public records law requirements pertaining to records kept, maintained or created by it pursuant to this contract.

Additionally, Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

#### V. CONFIDENTIALLITY OF INFORMATION

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

#### VI. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Consultant's work hereunder shall be completed within 90 days of the execution of this Agreement. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay close-out of the contract for a period in excess of such time frame, Consultant shall so inform the City in writing.

#### VII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation in the amount not to exceed \$12,780 payable in a lump sum at the conclusion of the project. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31<sup>st</sup> day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

#### VIII. RESPONSIBILITY OF CONSULTANT

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

#### IX. INSURANCE

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

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

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

#### X. ALLOCATION OF RISKS

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

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

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

#### XI. SUBCONTRACTS

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

#### XII. ASSIGNMENT

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

#### XIII. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect

with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

#### XIV. JURISDICTION

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

#### XV. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstanced beyond the control of the Contractor make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVI.

#### XVI. TERMINATION OF WORK

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

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

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

#### XVII. MEDIATION

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

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

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

#### XVIII. NOTICES

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

If to City:

City of De Pere Attention: City Clerk-Treasurer 335 South Broadway

De Pere, WI 54115

If to Consultant:

Rettler Corporation Attention: Jeff Bahling, RLA, ASLA 3317 Business Park Drive Stevens Point, WI 54482 With a copy to:

City of De Pere Attention: Park Director 925 South Sixth Street De Pere, WI 54115

With a copy to:

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

RETTLER CORPORATION By:	CITY OF DE PERE By:
Rick H. Rettler, President	Michael J. Walsh, Mayor
Print Name:	Vicki L. Scray, Deputy Clerk

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#### REQUEST FOR PROPOSAL

# COMPREHENSIVE PARK AND OUTDOOR RECREATION PLAN – UPDATE CITY OF DE PERE

#### Summary

The City of De Pere is soliciting proposals to revise and update their Comprehensive Park and Outdoor Recreation Plan. Prospective bidders should review the scope of work prior to bidding to understand expectations and responsibilities of the consultant. Bidders may be given the opportunity to provide a 15 minute presentation on their proposal at a future Board of Park Commissioners meeting. Upon Notice of Award to the consulting firm, the consultant shall have 90 days to complete the project.

#### Request for Proposal Criteria

Interested consultants should include the following information (but not limited to) in the proposal to the City.

- 1. Firm qualifications and experience
- 2. Staff qualifications, experience and availability
- 3. Contact person, address, phone number and e-mail
- 4. List five references
- 5. List five similar projects with contact information
- 6. Proposed timeline for project
- 7. Proposed number of meetings (public meeting(s), presentation(s) to Board of Park Commissioners, and/or meeting(s) with City staff
- 8. Demonstrate understanding of project
- 9. Examples and explanation of mapping products
- 10. Total cost of completed plan

#### **Selection and Approval Process**

The selection and approval will be approved by staff and Board of Park Commissioners. The recommendation will then be taken to the City Council for approval.

#### Scope of Work

Review and revise all sections in the 2007 Comprehensive Park and Outdoor Recreation Plan that has been impacted by changes and/or revisions since the plan was completed. Some of the areas that should be reviewed are as follows, but not exclusive:

- 1. Goals & objectives
- 2. Community profile (to include demographics, physical characteristics, and map)
- 3. Park type criteria and terminology
- 4. Park and open space matrix (to include amenities of each location)
- 5. Park and open space location map (identified by park type)
- 6. Outdoor Recreation Facility Inventory (to include size/type of park, purpose of park, inventory of amenities, and evaluation of facilities for replacement and/or repair, recommendation for new/added amenities/facilities)
- 7. Green space analysis (to include regional comparison, evaluation to national standards, recommendations for future park land, current service area map, and recommended service area map with new locations, map indicating location of recommended acquisition of park land and type of park)
- 8. Needs assessment and summary
- 9. Aerial maps of each park
- 10. American Disabilities Act (facilities meet requirements)
- 11. Summary page identifying all recommendations and costs
- 12. Consistency with local, regional and state plans
- 13. Review regional and/or Green Bay area needs
- 14. Review needs of various user groups and/or special interest groups
- 15. Review growth areas and needs
- 16. Review and update capital improvement projects to meet growth and/or project demand
- 17. Review and update all park/recreational property maps
- 18. Identify private and/or public funding methods

- 19. Review of Park Land Dedication Policy (provide analysis and recommendation for any changes)
- 20. Meetings/Public Input
  - a. Regular meetings shall be conducted with the consultant and staff liaison
  - b. A minimum of two public input meetings shall be conducted, and one survey to user groups shall be implemented.
- 21. Plan review
  - a. The plan shall be reviewed on a regular basis with staff during the process.
  - b. A draft plan shall be sent to the Board of Park Commissioners for review prior to finalizing. (This shall be done by providing the City one digital copy.)
  - c. Final plan shall be presented to the Board of Park Commissioners for approval and to the City Council for approval. (This shall be done by providing the City being provided one digital copy.)
- 22. Final Plan requirements/submittal
  - a. Shall include City resolution and signatures
  - b. One digital copy (compatible with City software) to the City
  - c. Thirty (30) colored hard copies submitted to the City

The Board of Park Commissioners and/or Staff would also like the following items incorporated into the revised plan:

- 1. Review trail corridor concept with surrounding communities.
  - a. Preserve and Southwest Park
  - b. South Bridge to Fox River Trail and East River Trail
- 2. Review sharing of facilities
  - a. School Districts
  - b. St. Norbert College
  - c. Surrounding Townships
  - d. Private sector (Humana, Thilmany Papers, etc...)

- 3. Review future development and cooperation of fairground facilities
  - a. City owned property
  - b. County owned property
- 4. Review future development of Southwest Park (amenities/facilities, costs, timeline, etc.)
- 5. Review property acquisition for future needs:
  - a. Trail system along Ashwaubenon Creek
  - b. Access areas to East River Park area and/or trail
  - c. To meet future park and/or recreational needs
- 6. Review Community Center facility for future growth
- 7. Review Urban Forestry concepts to preserve our ecological system within our community
- 8. Updating community pools

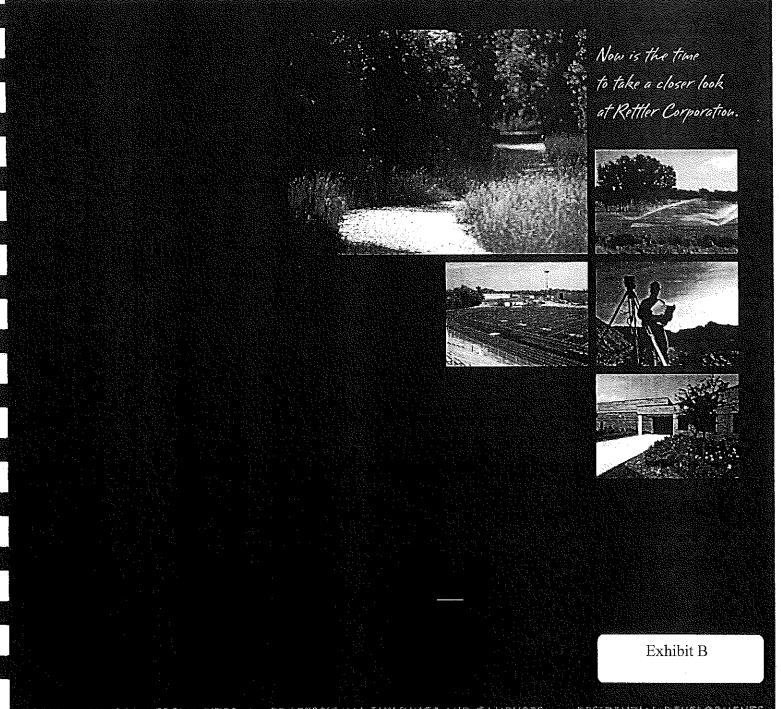
City staff will meet with successful company periodically through the planning stages to ensure that the project is progressing in accordance with the scope of work and/or mutual understanding.

Projected time to complete this project is 90 days from the date the contract is signed.

# 51 RETTLER corporation

CITY OF DEPERE COMPREHENSIVE PARK AND OUTDOOR RECREATION PLAN UPDATE March 2, 2012

your vision. our design.



DUSTRIAL AND COMMERCIAL SITES . PROFESSIONAL BUILDINGS AND CAMPUSES . RESIDENTIAL DEVELOPMENTS



March 2, 2012

City of De Pere c/o Mr. Marty J. Kosobucki, Director of Parks, Recreation and Forestry 925 South Sixth Street De Pere, WI 54115

Re: Request for Proposal for Update of Comprehensive Park and Outdoor

Recreation Plan

Dear Mr. Kosobucki:

I would like to thank you and the City of De Pere Park, Recreation and Forestry Department for allowing our firm to submit a proposal for the proposed update for the City of De Pere Comprehensive Outdoor Recreation Plan.

Enclosed please find our proposal, which is based on the supplied Request for Proposal and our recent telephone conversations and meetings.

We believe this project fits our firm's expertise for the following reasons

- 1. Our firm was the author of the 2007 Comprehensive Outdoor Recreation Plan for the City De Pere. Our intimate knowledge of the existing plan and awareness of specific items regarding current user groups, park facilities, identified needs and requirements of the park system allows our firm to be a qualified partner in developing the updated plan.
- 2. We have successfully completed similar plan updates for other Wisconsin municipalities; including City of Oshkosh, City of Superior, City of Oconto, City of Onalaska, Village of Little Chute, Village of Ashwaubenon, etc.

3. For over 20 years we have developed park and recreation planning and engineering services within the Fox Valley area. Our proven experience provides an understanding of real construction issues, site construction and maintenance budgets, and strategies for developing creative and accurate capital improvement plans.

Upon review of the proposal, please contact our office if you have any questions or concerns. Per your request, our team is available to interview and discuss our qualifications and project approach.

Once again, thank you for this opportunity and we look forward to hearing from you in the near future.

Sincerely,

Jeff Bahling, RLA.

Senior Landscape Architect

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Rettler Corporate Profile
Firm Qualifications and Experience
Firm History
Staff Qualifications and Experience
Key Personnel Resumes
Contact Person
Previous Experience
References and Similar Projects
Project Timeline
Scope of Work
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Proposed Meetings
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Proposed Meetings



Office:

3317 Business Park Drive Stevens Point, WI 54482 Phone: 715-341-2633

Fax: 715-341-0431



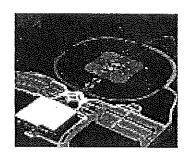
#### FIRM HISTORY

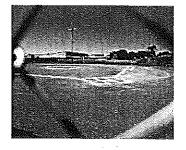
Rettler Corporation is a progressive firm specializing in site design and development. Our comprehensive range of services and our commitment to building partnerships provide clients with the expertise they need to turn their visions into reality.

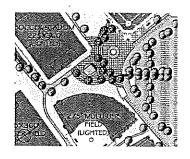
Our services include landscape architecture, golf course architecture, civil engineering, land surveying, planning, site construction management, site maintenance, irrigation design, storm water analysis, athletic facility development, downtown redevelopment, shoreline restoration and master planning. Established in 1989 in Stevens Point, Wis., Rettler Corporation has provided clients with a variety of design services involving public works, industrial, institutional, school, municipal, professional, residential, commercial and athletic projects.

Rettler Corporation stands out for several reasons. Our comprehensive range of services provides greater opportunities for clients, saving time and money. Our staff has extensive experience and the most up-to-date technology to creatively design projects that meet the aesthetic and functional needs of each client. We insist on quality and clarity. Equally important, we have a passionate commitment to creating solid partnerships with our clients. We strive to understand their needs and work closely together to address them.

This conscientious, thorough approach, coupled with a sensitivity to offer several design options, makes us a strong partner on any design team. Our goal is simple: to satisfy our client. We welcome the opportunity to serve you with unique freshness in each design.









Jeff Bahling, Senior Landscape Architect

#### PROFESSIONAL CREDENTIALS

Bachelor of Science, Landscape Architecture, UW-Madison Registered Landscape Architect in Wisconsin and Illinois

#### PROFESSIONAL AFFILIATIONS AND MEMBERSHIPS

American Society of Landscape Architects
Wisconsin Society of Landscape Architects (WASLA)
Portage County Business Council - Community Image Enhancement Committee
WASLA Member- at -Large 2000-2003
City of Stevens Point Board of Park Commission



Project Management
Site Design/Master Planning
Construction Management
Construction Observation



#### **KEY PROJECTS**

St. Norberts College, Schnieder Stadium - De Pere, WI
City of Oshkosh 2011 Comprehensive Outdoor Recretation Plan- Oshkosh, WI
Southwest Park Master Plan and Construction Documents - De Pere, WI
Lake Geneva Unified School District Master Plan - Lake Geneva, WI
Village of Ashwaubenon Sports Complex - Ashwaubenon, WI
Town of Ledgeview, Ledgeview Park - De Pere, WI
Greenway Station Master Plan and Construction Documents - Middleton, WI
Community Stadium at Goerke Park - Stevens Point, WI
U.W. Green Bay Intramural/Athletic Field Master Plan

#### EXPERIENCE

Mr. Bahling has participated in a broad spectrum of projects throughout Wisconsin. During his 16 years with Rettler Corporation, he has offered expert knowledge of site analysis, creativity and functional design solutions while incorporating client input and selections in successful designs. As a Registered Landscape Architect and Project Manager, Mr. Bahling has coordinated projects, contacted regulatory agencies, designed schematic alternatives, prepared final plans, developed specifications, estimated costs and observed construction.

Mr. Bahling has developed and maintained long-term relationships with several clients for design and consulting services. Mr. Bahling's excellent communication skills are a key attribute in partnering with clients throughout each project. Mr. Bahling has utilized necessary regulatory agency liaison services for his clients. Every project requires concise and efficient contact with local authorities to keep the project on time and in conformance. He has established exemplary service and leadership while working at Rettler Corporation.

RETTLER
carporation

Rick Rettler, President

#### PROFESSIONAL CREDENTIALS

Bachelor of Science, Landscape Architecture, UW-Madison Registered Landscape Architect in Wisconsin, Idaho, Michigan and Minnesota

#### PROFESSIONAL AFFILIATIONS AND MEMBERSHIPS

Vice Chairman, State Examining Board for Landscape Architects
American Society of Landscape Architects Member
Wisconsin Society of Landscape Architects Member
Recognition Award for Public Service American Society of Landscape
Architects

USTC & TBA - Past-President

Portage County Community Enhancement Steering Committee

Portage County Business Council

Plover Area Business Association

Community Image Enhancement Committee

YMCA Board of Directors

St. Michael's Hospital Foundation Board of Directors



#### EXPERIENCE

Mr. Rick H. Rettler, President and founder of Rettler Corporation, is actively involved in each Rettler Corporation project. The cost-effective, intricate design of each project is a result of the extensive experience Mr. Rettler and staff bring to design, planning, engineering and surveying solutions in the Midwest.

In Mr. Rettler's more than 30 years in the landscape architecture, site development and construction industry, he has worked on a variety of projects throughout the Midwest. This experience and education has helped him to understand potential problems and offer viable solutions in this region. He has developed and managed numerous projects including athletic sports facilities and complexes, city/county park systems, urban planning and subdivision development for entities such as school districts, park and recreation departments, municipalities and universities. Working with a diverse mix of clients and owners, Mr. Rettler has developed economical and innovative design solutions to meet each need.

Also the company pilot, Mr. Rettler is able to offer clients a range of photography of their site, from digital aerial shots before and after construction to on-site documentation during construction. State-of-the-art photography capabilities allow our firm to submit this documentation to the client in a timely fashion, helping to expedite a project from concept to completion.



John V. Kneer, Landscape Architect

#### PROFESSIONAL CREDENTIALS

Bachelor of Science, Landscape Architecture, UW-Madison Registered Landscape Architect in Wisconsin, Illinois, and Iowa CLARB Certified Landscape Architect

#### PROFESSIONAL AFFILIATIONS AND MEMBERSHIPS

American Society of Landscape Architects
WI Society of Landscape Architects
IL Society of Landscape Architects
Council of Landscape Architectural Registration Boards



#### AREA OF EXPERTISE

Project Management
Site Analysis and Design
Landscape Architecture
Community and Urban Planning
Zoning and Public Approval Process

#### KEY PROJECTS

Seymour Campus Circulation Master Plan and Construction Documents, Seymour, WI 3 Crowns Park Senior Living Community - Evanston, IL Smith Village Senior Living Community, Chicago, IL New Richmond Park Master Plan and Construction Documents- New Richmond, WI Appleton Parks and Recreation Department Master Planning Services - Appleton, WI Scray Hill Park Master Plan and Construction Documents, Ledgeview, WI

#### EXPERIENCE

Mr. Kneer has over 10 years of experience in landscape architecture, site planning and project management. Mr. Kneer began his career in 1999 with an internship at The City of Appleton Planning Department followed by an internship in 2000 at Hoffman Corporation. In 2001 Mr. Kneer began work at Linden Lenet Land Design in Chicago, IL and expanded his experience in Landscape Architecture and Planning. He is accomplished in project design management from conceptual development to construction documentation and supervision.

As a Project Manager, Mr. Kneer has experience with client interaction, public presentations, cost estimating and budgeting, and coordination with architects, engineers, contractors and naturalists. He also has experience with Planned Use Development design with an emphasis on open space preservation and ecology. Mr. Kneer brings exceptional experience in project management, landscape architecture, planning, and site design to the team at Rettler Corporation.



Rick Zahn, Civil Engineer

#### PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, Marquette University, Wisconsin Professional Engineer - Wisconsin Leadership in Environmental Design - Intermediate Training

#### PROFESSIONAL AFFILIATIONS & MEMBERSHIPS

National Society of Professional Engineers Portage County Business Council Partners in Education Committee Rotary International

#### AREAS OF EXPERTISE

Civil Site Design
Storm Water Planning and Analysis
Water and Wastewater System Project Management
Construction Contract Administration
Community Development - Grant Writing
Business Education Partnerships

#### KEY PROJECTS

UW Stout Recreation Facilities - Menomonie, WI Northcentral Technical College - Wausau, WI U.W. Marching Band - Madison, WI Shorewood High School - Shorewood, WI U.W. Whitewater - Whitewater, WI

#### EXPERIENCE

Mr. Zahn has more than 25 years experience in all aspects of the planning, design and construction of municipal, institutional and private infrastructure and site construction elements. Mr. Zahn has assisted clients in evaluating the status of existing facilities, establishing long term needs and developing design programs targeted to these needs. He has assisted in preparing funding and permit applications for local, State and Federal agencies.

Mr. Zahn has prepared a variety of stand-alone civil design projects including K-12, University and Technical College facilities, landfills, roadways, storm water facilities, dams, potable water supply, treatment, storage and distribution facilities. Mr. Zahn has served as construction contract administrator on facility, utility and transportation projects ranging from \$1 to \$15 million in construction value. He has served as Discipline Manager for Construction Services, establishing technical standards and policy for a group of over 200 construction engineering professionals within a large consulting firm.



#### CONTACT PERSON/ PROJECT

Jeff Bahling, RLA Senior Landscape Architect (715)341-2633 jbahling@rettler.com

#### Personnel Assigned to Project

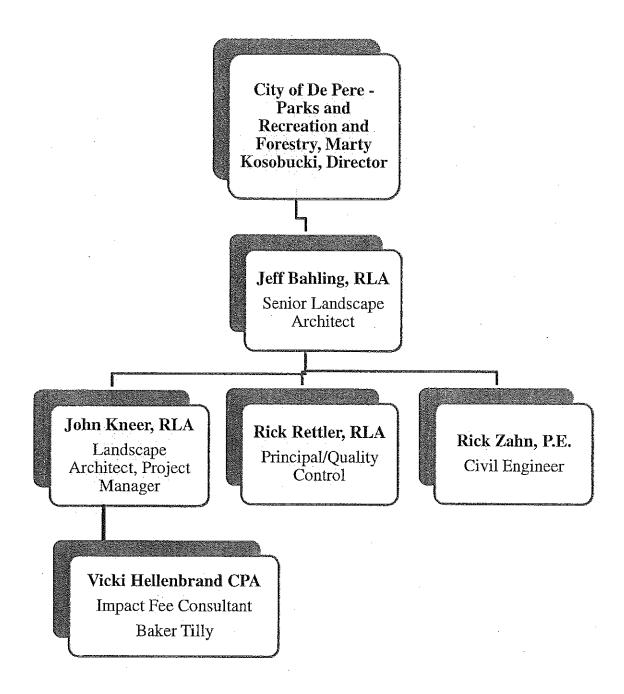
Jeff Bahling is assigned as the project manager for this project. The firm's Senior Landscape Architect worked closely with the De Pere Park Staff, community user groups, and was lead author of the 2007 De Pere CORP. He also has been a critical member of the Rettler Corporation Staff for over 18 years, and has been project manager of successful planning and development projects including some dynamic planning developments. He managed and was author of the Onalaska, Oconto, Oshkosh, Superior and Ashwaubenon Comprehensive Outdoor Recreation Plans.

Rettler Corporations approach to planning and development of a project is a "team effort". The following chart provides a list of critical team members, which includes the City of De Pere as key member of the team. Rettler values the Owner as a key team member and while not expecting the Owner to do our job, we do involve the Owner in the process and ensure that the Owner has the input and decision making ability at crucial times during the development process to provide a successful project for the community.





#### **DESIGN TEAM STRUCTURE**







#### CITY OF DE PERE – COMPREHENSIVE OUTDOOR RECREATION PLAN UPDATE

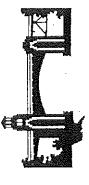
#### MUNICIPAL REFERENCES

Owner Project Contact Address Telephone Key Personnel	City of Onalaska Comprehensive Outdoor Recreation Plan Dan Wick 415 Main Street Onalaska, WI 54650 (608)-781-9560 Jeff Bahling	Owner Project Contact Address Telephone Key Personnel	City of Oshkosh Comprehensive Outdoor Recreation Plan Ray Maurer 805 Witzel Ave Oshkosh, WI (902)-236-5080 Jeff Bahling
Owner Project Contact Address Telephone Key Personnel	City of Superior Master Park Plan Mary Morgan, Parks & Recreation Administrator 1316 N. 14 <sup>th</sup> Street. #250 Superior, WI 54880 (715)395-7270 Jeff Bahling	Owner Project Contact Address Telephone Key Personnel	Town of Ledgeview Ledgeview Park, Scray Hill Mark Olsen, KI Sarah Burdette 1330 Bellevue Street Green Bay, WI 54308 (920) 468-2536 Rick Rettler, Jeff Bahling, John Kneer
Owner Project Contact Address Telephone Key Personnel	New Richmond Hatfield Lake Park Dave Mehls 811 North Dakota Avenue New Richmond, WI 54017 (715) 243-0440 Jeff Bahling, John Kneer	Owner Project Contact Address Telephone Key Personnel	Village of Little Chute Comprehensive Outdoor Recreation Plan, Van Lieshout Park Tom Flick 1940 Buchanan Street Wausau, WI 54403 (920) 788-7390 Rick Rettler, Jeff Bahling, John Kneer
Owner Project Contact Address Telephone Key Personnel	Town of Harrison Comprehensive Outdoor Recreation Plan Tracy Flucke W5298 Highway 114 Menasha, WI 54952 (920) 989-1062 Jeff Bahling	Owner Project Contact Address Telephone Key Personnel	Wausau/Marathon County Wausau River Trail, Brockmeyer Park Peter Knotek 212 River Drive, Suite 2 Wausau, WI 54403 (715) 261-1550 Jeff Bahling
Owner Project Contact Address Telephone Key Personnel	City of Oconto Comprehensive Outdoor Recreation Plan John Bostedt 1210 Main Street Oconto, WI 54153 (920)834-7706 Rick Rettler, Jeff Bahling	Owner Project Contact Address Telephone Key Personnel	City of Appleton Linwood Park, Pierce Park, City Park Providence Park, Summit Park, Northside Parks Dean Gazza 1819 Witzke Boulevard Appleton, WI 54911 (920) 832-5572 Rick Rettler, Jeff Bahling, John Kneer



# Timeline: Project

# City of De Pere



Final Updated Comprehensive Park ENOL and Outdoor Recreation Plan Attendance at Park Board and City Council Meetings Comprehensive Park and Outdoor Recreation Plan Update Capitol Development Plan MAY Update the Park and Recreation Plan Project Planning/Data Gathering MERIT Approximately 90 days from the date of signed contract.

# Scope of Services

The City of De Pere is a vibrant community with extensive park and recreational facilities. The City is committed to expanding and improving open space access and recreational opportunities to its citizens, both in the urbanized areas as well as newly developing areas. The proposed project recognizes the need to plan for future parkland facilities and update the Comprehensive Recreation Plan completed in 2007. The proposed project consists of the following closely linked tasks:

- 1. Update the 2007 Comprehensive Park and Outdoor Recreation Plan.
- 2. Re-evaluate Park and Recreation needs on a case by case basis.
- 3. Identify future goals, improvements, and expansions of the De Pere Park, Recreation and Forestry System.

#### PROJECT APPROACH

Rettler Corporation proposes that the integrated City – Consultant Team implement the park planning project based on the following project approach:

#### Task 1 Project Planning

- A. Kick-off Meeting

  Conduct a preliminary project meeting with all team members to define the final project scope and identify the split of duties between the City staff and Consultant staff.
- B. Prepare a detailed project plan; identify tasks, responsibilities, deliverables and budget. The project plan will be based on the proposed project approach.
- C. Establish a project timeline; (see preliminary timeline enclosed), identify start and completion dates of all major project phases.

#### Task 2 Update the Park and Recreation Plan

- A. Review existing planning documents including:
  - The 2007 Park and Recreation Plan, Comprehensive Plan documents, and area wide Park and Recreation Facility planning documents
  - Existing park facilities plans including existing and proposed development plans.
  - Existing maintenance program cost including trails and other public sites.





- Regional Municipal Comprehensive Plans within Brown County.
- B. Prepare base mapping of the City Park and Open Space assets and identify the location and establish the functional classification of all existing City Parks.
  - Utilize existing digital mapping provided in 2007 Plan.
  - Utilize City of De Pere GIS CADD Engineering Department for all base mapping.
  - Utilize Rettler Corporation "as-built" plans for parks previously developed (Southwest Park, School District (East/West), St. Norbert College, plan developments.)
- C. Review and consider general area/issues identified in RFP and per WDNR and NPRA plan guidelines.
  - Goals and Objectives
  - Community Profile
  - Park Type Criteria and terminology
  - Park Land Requirements
  - Park and Open Space Matrix
  - Park and Open Space location map.
  - Facility Evaluation and Inventory of facilities
  - Green Space Analysis (to include regional comparison, evaluation to national standards, recommendations for future park land, current service area map, recommended service area map with new park locations, map indicating location of recommended acquisition of park land and type of park)
  - Needs Assessment and Summary
  - Review needs of various user groups and /or special interest groups.
  - Aerial maps of each park.
  - American Disabilities Act (general statement of public facilities meeting requirements)
  - Summary identifying all recommendations and costs.
  - Consistency with local, regional and state plans.
  - Review regional and/or Green Bay area needs.
    - o Planning needs
    - o Regional sports complex
    - Shared facilities
    - Explore comprehensive use needs for greater Green Bay area.
  - Review needs of various user groups and or special interest groups
  - Review growth area and needs
  - Review and update capital improvement projects to meet growth and/or project demand





- Review and utilize work completed by Park and Recreation Staff.
- O Provide input based on currently bid park projects within Northeastern Wisconsin.
- O Provide ranking of improvements based on immediate (1-5 years), mid range (5-10 years) and future (beyond 10 years).
- Identify private and /or public funding methods.
- D. Include review and incorporation of identified issues and items into to updated plan.
  - Review trail corridor concept with surrounding communities
    - O Preserve and Southwest Park trail continuation north towards Humana/south to Lawrence.
    - South Bridge to Fox River Trail and East River Trail –
       connection into Rockland and Ledgeview.
  - Review sharing of facilities (existing and proposed)
    - School Districts
    - o St. Norbert College
    - O Surrounding townships Lawrence, Ledgeview, Rockland, etc.
    - O Private Sector Humana leased space, Thilmany Papers open space and Fox River access.
  - Review future development and cooperation of fairground facilities
    - o Review agreements in place with Brown County.
    - Review future land development and City Owned property requirements and City expectations.
  - Review the impact of the Fox River locks system to the community
    - Review opportunities for upper and lower Fox River facilities.
    - O Communicate with Fox River Navigational System Authority as required.
  - Review park dedication policy (Baker Tilly)
    - o Review current ordinance and fee structure.
    - Review land dedication.
    - o Review all with current state legislation.
  - Review future development of Southwest Park.
    - Amenities, facilities, costs, timeline.
  - Review property acquisition for future needs
    - o Trail system lands along Ashwaubenon Creek.
    - Access to East River Park area and or Trail.
    - Land needed to meet community needs. Written survey for needs assessment of park users if applicable.





- o Tabulate City wide park and open space needs by park location.
- o Identify and tabulate facility deficiencies by park location and type.
- Review Community Center facility for future growth
  - o Review recreational needs and possible building and site additions and or redevelopment.
- Review Urban Forestry concepts to preserve ecological system in the community.
  - o Establish direction and community commitment to urban forestry.
- Review community swimming pools
  - o Review updates to facilities.
- E. Review the acquired information and data, and preliminary conceptual plans with City staff, and selected user groups if appropriate.
- F. Prepare a preliminary draft of the City of De Pere Comprehensive Park and Outdoor Recreation Plan based on the needs assessment, conceptual plans and public input.
- G. Review the preliminary draft with the Project Team, Park Board, and City Council.
- H. Finalize the City of De Pere Park and Recreation Plan.

### Task 3 Capital Improvement Plan / Facility Cost Development

- A. Develop estimates of probable construction cost for each element of the conceptual development plan (by park) prepared as part of the City of De Pere Comprehensive Park and Outdoor Recreation Plan.
  - Utilize previously completed information from City Staff.
  - Utilize information from previous Rettler Corporation bid projects including Ledgeview Parks, Bellevue Parks and St. Norbert College.
  - Utilize information from City of De Pere previously bid recent site improvement projects.
  - Review "ongoing" maintenance costs.
  - Review and update capital improvement projects to meet growth and/or project demand
    - o Review and utilize work completed by Park and Recreation Staff.
    - Provide ranking of improvements based on immediate (1-5 years), mid range (5-10 years) and future (beyond 10 years).





- B. Submit the estimated capital improvement plan to the Project Team for review.
- C. Modify the plan based on Project team input.
- D. Finalize the capital improvement plan and provide in spreadsheet format to the Owner.

### Task 4 Project Team

The planning and execution of these tasks will require the efforts of an integrated team of City Staff and Consultant specialists as follows:

City of De Pere Identified City Staff Member

### **KEY RESPONSIBILITIES:**

- Primary interface with Consultant staff.
- Key contact for providing direction on project scope, schedule and budget from City perspective.
- Provide historical perspective on current park planning and development process.
- Coordinate staff and public meetings with Consultant throughout project process.
- Provide critical evaluation of Comprehensive Park and Outdoor Recreation Plan.

Consultant Project Manager / Senior Landscape Architect, Jeff Bahling, RLA, ASLA, Rettler Corporation

### **KEY RESPONSIBILITIES:**

- Coordinate all Owner-Consultant interactions.
- Develop proposed project scope and Professional Services Agreement.
- Develop master project schedule.
- Provide guidance and direction for the day to day implementation of project tasks.
- Attend public meetings to assist in discussions, and input.
- Serve as principal author of the updated Park and Recreation Plan.
- Present final report and recommendations.

President, Landscape Architect, Rick Rettler, RLA, ASLA, Rettler Corporation

### **KEY RESPONSIBILITIES:**

- Assist in Comprehensive Park and Outdoor Recreation Plan.
- Review process and oversee project implementation.
- Attend public meetings to assist in discussions, and input.
- Develop client workshops.





### Landscape Architect, John Kneer, RLA, ASLA, Rettler Corporation

### KEY RESPONSIBILITIES:

- Assist in Owner-Consultant interactions.
- Research and report all existing plans and technical data.
- Assist in authoring of the updated Park and Recreation Plan.
- Develop specific park planning maps for each park and open space.
- Assist in public meetings, and client contact and communication.

Consultant Civil Engineer, Rick Zahn, P.E., Rettler Corporation

### **KEY RESPONSIBILITIES:**

• Assist in developing cost estimates for proposed parkland infrastructure.

Impact Fee Consultant Vicki Hellenbrand, Baker Tilly

### KEY RESPONSIBILITIES:

- Review existing impact fees and land dedication ordinance.
- Determine conformity to state statutes.

### Task 5 Attendance at Public, Park Board and City Council Meetings

- A. Meet periodically, throughout the planning process, to meet with City Staff and project team members to review findings, plan components, and update schedule.
- B. Assist in Public meetings, minimum of two (2); including need gathering sessions, review of draft plan document, and final document.
- C. Provide User Group meeting to develop comprehensive understanding of the need requirements for current users of the community.
- D. Prepare presentation to Park Board and City Council to present open space plan for approval.
- E. Attend six (6) meetings for project. Additional meetings will be on a time and material basis.





### Task 6 Updated Comprehensive Park and Outdoor Recreation Plan

- A. Plan Review
  - 1. The plan shall be reviewed on a regular basis with staff during the planning process.
- B. Provide 10 bound copies, and 1 digital copy, of preliminary draft of plan for review and comment by City Staff, Board of Park Commissioners, etc.
- C. Final Plan requirements
  - 1. Obtain Resolution with signatures from City Council
  - 2. Provide 30 colored hard copies of final plan document.
  - 3. Provide plan document, drawings, text and all deliverables in digital format compatible with City of De Pere programs.





### PLAN/ MAPPING EXAMPLES

### Plan / Mapping examples

The development of maps and exhibits for use in Comprehensive Outdoor Recreation Plans (CORP) has evolved drastically over the past 10 years. The availability of digital aerial mapping, municipal GIS Mapping, and graphic software allows for creating aesthetic and functional maps which are informative and easily reproduced for the convenience of the user. Our firm continues to strive to develop maps that are not only pleasurable to look at, but more importantly, creating a tool for all potential users that provides clear and concise information. The following examples are maps and plans created by Rettler Corporation and included in previous completed CORP projects.

### Park Inventory / Location Maps

- Oshkosh CORP 2011
- Onalaska CORP 2010
- Superior CORP 2011

### Park Service Area Maps

- De Pere CORP 2007
- Oshkosh CORP 2011
  - o Park service area
  - o Park acquisition map
  - o Little Chute CORP 2008

### Needs Assessment Survey Summary

- Oshkosh CORP 2011
  - User group Summary results
  - o User Group Survey

### Capital Improvement Mapping / Cost Development budgets

- Oconto CORP 2011
  - City Park Plan, Oconto, WI, plan development w/ associated description and costs.
- Oshkosh CORP 2011
  - Westhaven Park, Oshkosh, WI, Plan development w/ associated descriptions and costs.

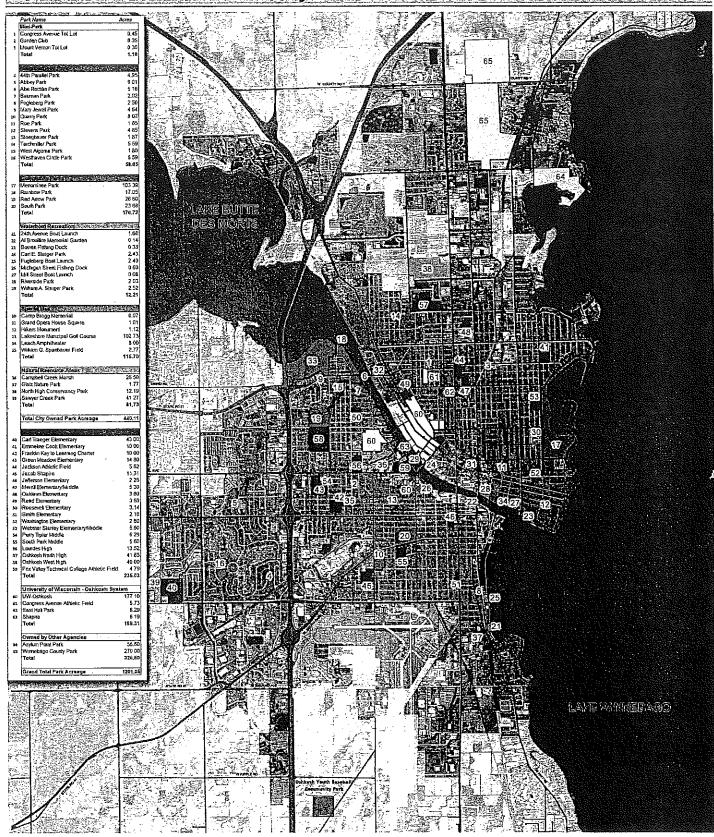
### Aerial Maps

- Oshkosh CORP 2011, Red Arrow Park, site aerial
- Superior, CORP 2011, Central Park, site aerial
- Oconto, CORP 2011, Breakwater Park, Site aerial





### City of Oshkosh



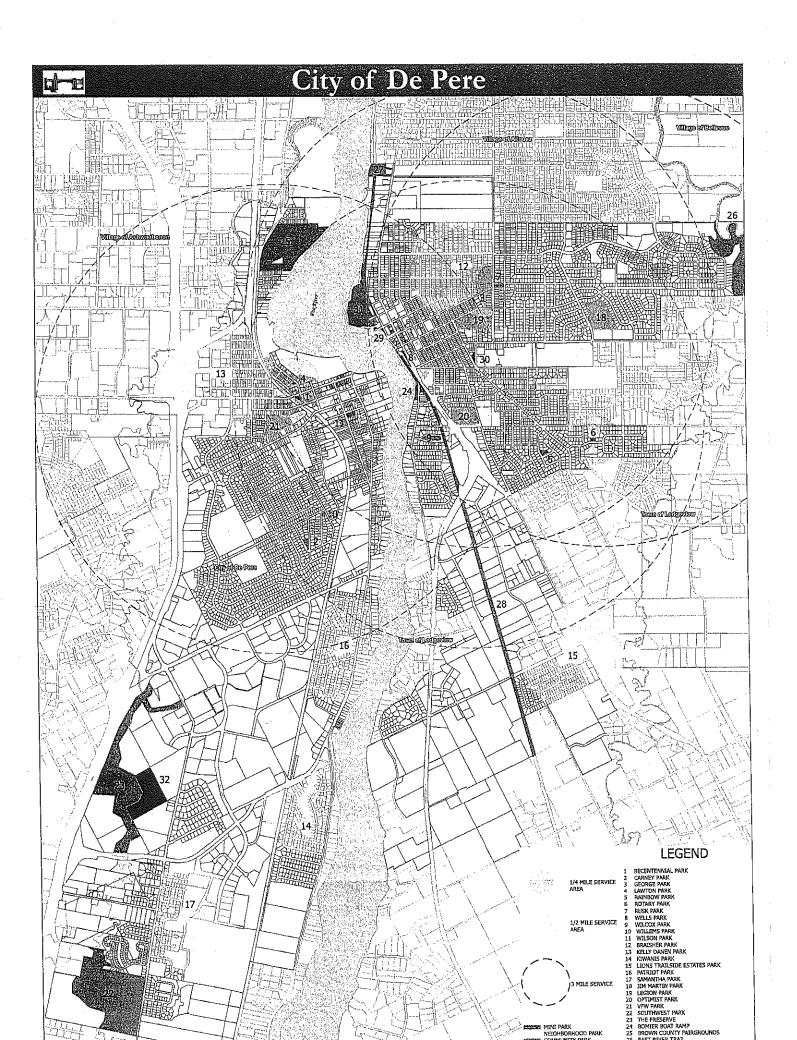


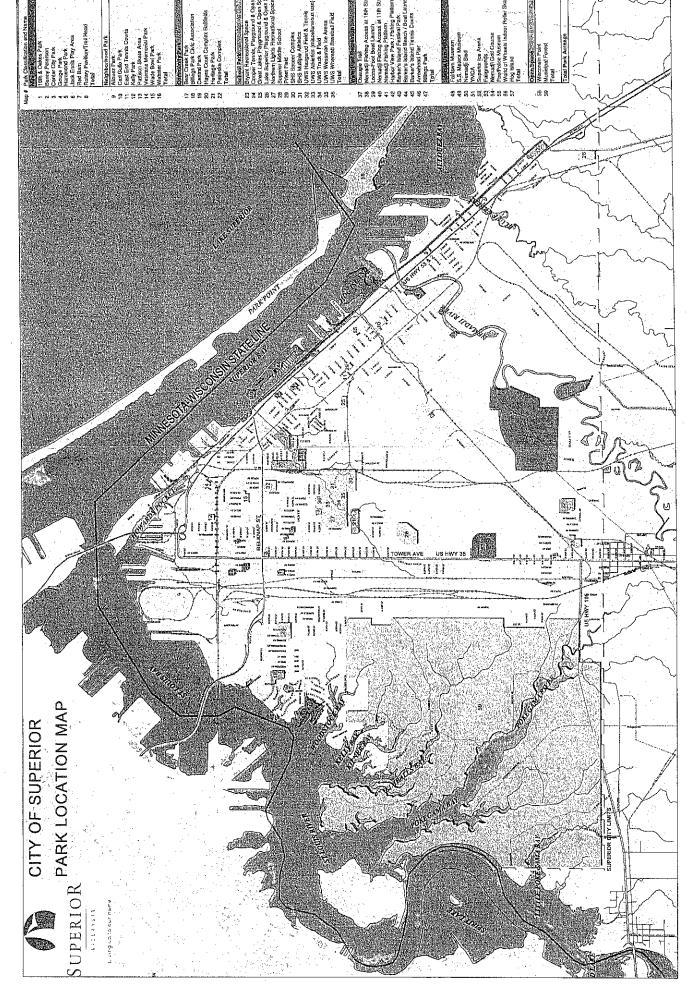
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CITY OF OSHKOSH PARK LOCATION MAP

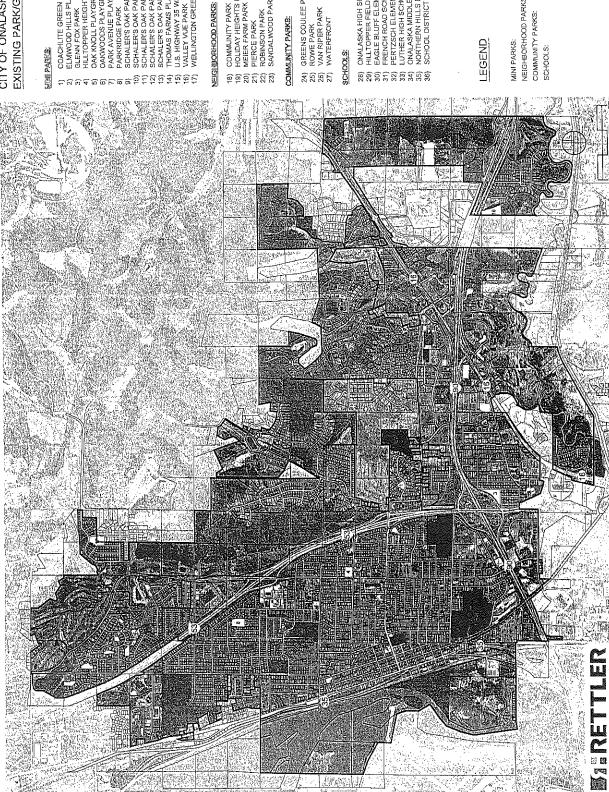








# PARK LOCATION MAP CITY OF ONALASKA



## EXISTING PARK/GREEN SPACE CITY OF ONALASKA

PARK SIZE IN AL

1) COACHI 2) ELMWOI 3) GLENN J 4) HILLTOF 5) OAK KN 6) OAKWO 7) PARK	COACHUITE GREEN PLAYGROUND ELLAWOOD HILLS PLAYGROUND GLENN FOX PARK HILL TOPPER HEIGHTS PLAYGROUND OAK KNOLL PLAYGROUND OAKWOODS PLAYGROUND PRRA VERGUIE PLAYGROUND
----------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------

1.42 2.49 3.80 3.00 0.22 1.47 1.47 1.78 0.99 0.99 0.95 1.47 1.00 4.07 3.81



13.55 21.56 9.45 5.50 5.67 12.08

# 18) COMMUNITY PARK 19) HOLIDAY HEIGHTS PARK 20) MEIER PARK 21) PIERCE PARK 22) ROBINSON PARK 23) SANDALWOOD PARK

### COMMUNITY PARKS:

	_		TNORTHER TO SE
3	25	26)	1

28) ONALASKA HIGH SCHOOL 29) HILLTOPPER FIELD 29 TAKE TO ITEE OF SMENTARY S
-----------------------------------------------------------------------------

### EGEND

MINI PARKS:
NEIGHBORHOOD PARKS:
COMMUNITY PARKS:
SCHOOLS:

28

corporation

### City of Oshkosh 0.45 0.35 0.30 1.10 44th Parakel Park 44th Parakel Park 5 Abbey Park 6 Abe Rochain Park 6 Abe Rochain Park 1 Fugleberg Park 1 Fugleberg Park 1 Fugleberg Park 1 Fugleberg Park 1 Steepens Park 1 Steepens Park 1 Steepens Park 1 Terchnider Park 1 West Algoma Park 1 Total 4.95 9.01 5.16 2.02 2.50 4.64 8.02 1.65 4.85 1.87 5.59 1.80 6.59 51.65 103 39 17.05 26 60 23 68 170.72 17 Menominee Park Its Rainbow Park Its Red Arrow Park 20 South Park Total 24th Avenue Beat Launch AB trousilire Memorial Garden Bowen Flating Oock Cad E. Swiger Park Fujeberg Boat Launch Inkologian Steef Fishing Dock Mik Street Boat Launch Rivergode Park Wikam A. Slerger Park Total 它懂了[MD]字符卷 1.68 0 14 0.33 2.43 2.40 0.60 0.08 2.03 2.52 12.21 Camp Brigg Memorial Grand Opera House Square Hikers Morument Lakeshore Municipal Golf Course Laach Amphibeater Wittism G, Spanbauer Freid Total 0.07 1 01 1.12 102 73 8 00 2,77 115.70 (L) 18 83 g <u>32</u> Natural Resource Areas Campbel Creek Marsh Glatz Hature Park North High Conservancy Park Sawyer Creek Park Total 26 50 1.77 12.19 41 27 11.73 9 16 7 Total City Owned Park Acreage 440.11 19 **(6)** 20 10 LANG WHIMERAGO PARK SERVICE AREAS



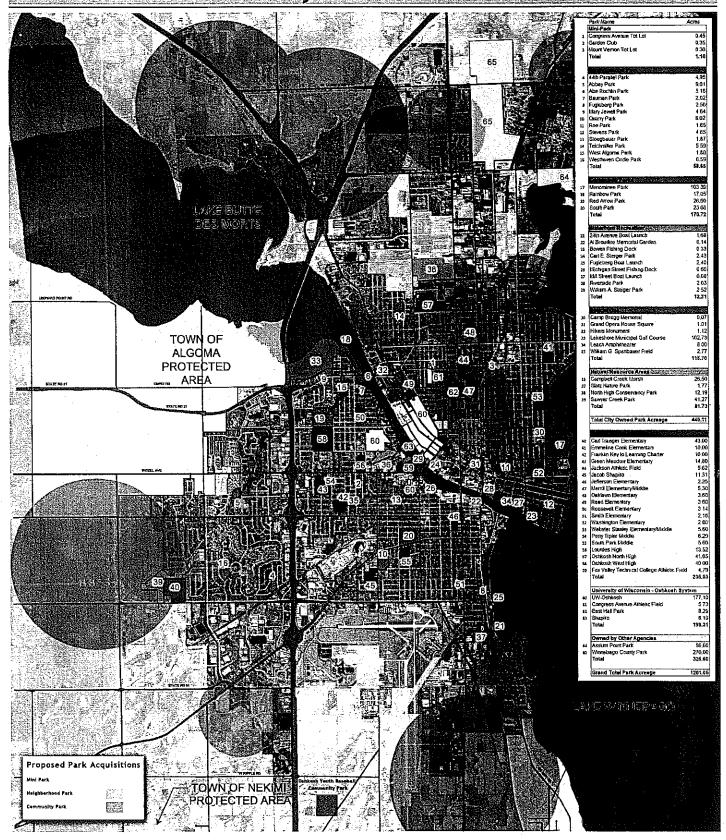
Heighborhood Par (1/2 mi radius)

CITY OF OSHKOSH
PARK SERVICE AREA MAP





### City of Oshkosh

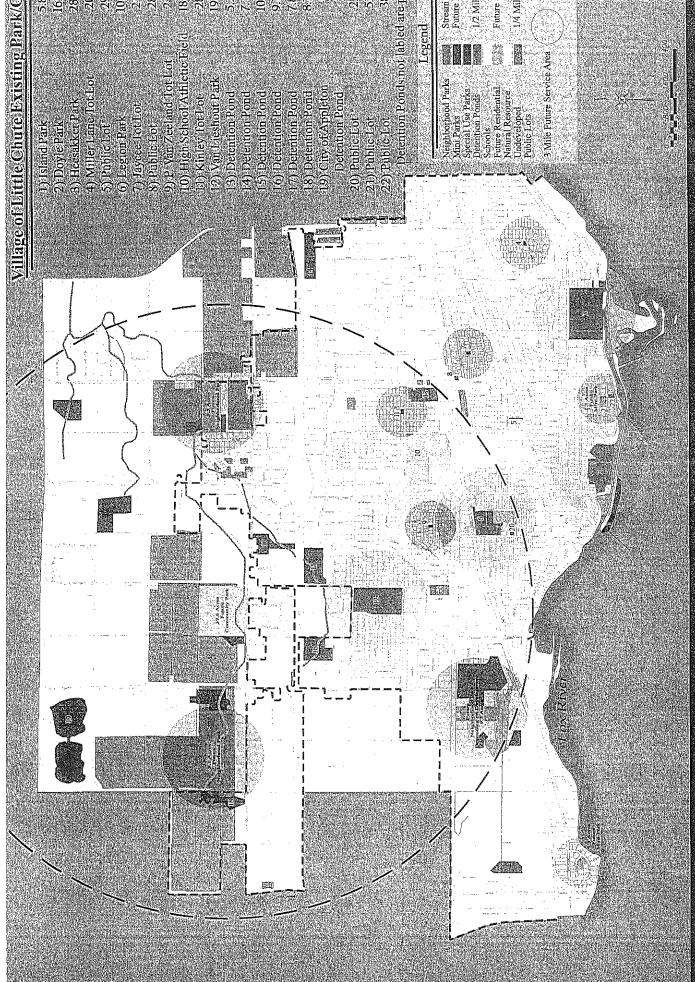


**SIRETTLER** 

CITY OF OSHKOSH











# City of Oshkosh

# User Group / Stakeholder Needs Assessment Survey Responses Comprehensive Outdoor Recreation Plan

(Results based on 17 surveys received)
April 15, 2011

April 15, 2011 Rettler Corporation Project No. 11.014

			TANADA TANADANANANANANANANANANANANANANANANANANA	Survey Questions		
	What parks/facilities does your group use?	How many events per season does your group host?	What is the approximate number of participants?	What field, facility or area shortages do you currently face?	List the size and total number of fields, facilities or areas that would address shortfalls faced by your group.	List the amenities your group would like incorporated into your facility.
Oshkosh United	Winnebago	1 Tournament	12-1,500	United Soccer does not own	Ideally if we had four (4)	Lighting, irrigation,
Soccer Club	County Park			any goals, but does work with	fields with two (2) practice	tencing, bleachers,
(Mike James)				OYSC in purchasing nets for	fields. Two (2) fields at 50'	restrooms and
	-			goals and coordinating fields.	x 80'; one (1) field at 60' x	concessions. This would
				Our long term goal is to get a	80'; one (1) field at 100' x	be ideal, but realistically
				soccer complex similar to	120'; one (1) practice field	bleachers on one side
				Eau Claire's complex. Being	50'x 80' and one (1)	would work and lighting
				able to manage our own	practice field 100'x 120'.	would be nice, but not
				facilities/fields would provide		necessary.
				much nicer fields. All city and		
				county fields are dangerous		
				with holes and dug up areas		
				on the field from overuse.		
Oshkosh Tennis	Menominee Park,	N/A	N/A	Menominee Park Courts	Approximately five (5)	Storage area at
and Recreation	South Park,			should be resurfaced. This is	tennis courts.	Menominee Park.
Department	Westhaven Circle			the signature park of the City.		
(William Van	Techmiller Park,			They are getting dangerous.		
Lieshout)	Jackson Street			Jackson Field (Schumerth		
	Courts, Oshkosh			Field) Courts are School		
	North and			District property and they are		
	Oshkosh West			dangerous as well.		
Oshkosh	Reetz North and	OA 1 Senior	450	Lost Menominee Park#8	Need one (1) softball area	Irrigation, under-drain,
Ambassadors/	South;	Tournament in		temporarily. Menominee	field with fencing and lights	fencing, bleachers and
Tri County League	Menominee #1	August		Park #1 has no facility, no	and good infield and	restrooms. Menominee
(Jerry Diemel)	and #8			outfield homerun fence, no	outfield with dugouts.	Parks #1 and #4 have no
· · · · · · · · · · · · · · · · · · ·				bathrooms, no dugout, not		restrooms or concessions.
				enough bleachers & lighting.		Reetz North and South
				There is a lack of good play		outfields have no
				surface in the ouffield.		drainage.

Oshkosh Youth Softball (Ruth Tritt)	Stevens Park, Reetz Diamonds and Menominee Parks #1 and #4	5	300	Softball diamonds in good shape.	Softball fields.	Team benches at Stevens Park (if not already there).
Oshkosh Yacht Club (Teri Karrels)	Lawn area for tent. Parking and launching areas for regattas.	e-0	50-300 (Varies)	We run regattas during the summer and need to be able to launch the sail boats and park cars and boats on land in between races.	Boat launches and boat docks. We rent tents for registration and meetings during regattas. It is usually set up next to the launching area. Depending on the size of the regatta determines how big the tent will be. We have occupied all the launch areas for hours during the events. It depends on how big the regatta is and how many participants there are. We rent port-a-potties and huge trash bins. We hire security people to watch our sail boats, so they are not vandalized during the evening and night hours.	Lighting, fencing and restrooms.
Celebration of Lights (Karen Fredrick)	Menominee Park	1 (40 nights)	10,000	Set up space (currently using the block building) and electrical.	N/A	Electrical needed in bathroom area. COL would love to partner with the City to update facility.
Oshkosh Recreation Department (Al Wenig)	Pollock Pool and all adult softball fields	We staff the Pollock Pool in the summer and use the softball fields from April – October.	3,041 (In 2010)	There is a need for an optional adult softball field. Preferably Menominee Park #8 may be developed into a lighted field and become a part of the Reetz Complex. Also, there is a shortage of a youth football field and a quality youth baseball complex.	One (1) 300' Adult Softball Field. Three (3) 200' x 250' Youth Baseball/Softball Fields and One to two (1-2) 100 yard football field(s).	Lighting, fencing, bleachers, restrooms and concessions. The restrooms and concessions request would apply to the development of a football field.
Oshkosh Chamber of Commerce (John Casper)	Leach Amphitheater	N/A	40,000 – 50,000	N/A	N/A	N/A
Oshkosh Boat Club (Tom Sitter)	Menominee Park, Riverside Park and Rainbow Park	16 (4-6 at Oshkosh Parks)	20-40	Shelter reservations – we have a need for a shelter at Menominee, Riverside or Rainbow that may be already	Shelters near safe docking areas. Usually only one is available.	Sometime when there is a docking facility with shore power, there may be a need for a

City of Oshkosh Comprehensive Outdoor Recreation Plan

				reserved as then we do not have any other options.		bathroom/shower facility for transient boaters.
Oshkosh Jaycees (Heather Bartel)	South Park and Leach Amphitheater	4-5	20 (Small Events) 1,000 (Large Events)	We haven't had a problem with this.	N/A	N/A
Oshkosh Youth Baseball (Troy Kohl)	Red Arrow Park, Techimiller Park, Westhaven Park, Allerton Park, Menominee Park Fields 1 & 4, E.J. Schneider and Peppler Field	Every Mon – Thur in May – June and the occasional weekend tournament.	840	We currently face a shortage of little league facilities. We have had to make changes to our league to continue operations. These changes include prohibiting travel players from playing in the regular league. The facilities at Red Arrow continue to deteriorate to the point that we are no longer having teams from out of town play in our tournaments. We are also one of the few cities that do not have pony league fields for the 13-year-old program. This prevents us from hosting tournaments for that age group as well. The bathrooms and parking lot at Red Arrow Park are badly in need of upgrades. Finally, we do not have enough diamonds for all teams to practice. Our younger leagues are forced to practice on any open space they can find.	Two (2) pony league fields and either improvements to Red Arrow Park or six (6) new little league fields. While practice facilities are very difficult to obtain, we have managed to get by without them for our younger leagues. Our coaches have been very creative. The little league fields should have 200' fences. The pony league fields typically have 300' fences with 75' base paths.	Lighting, irrigation, underdrain, fencing, bleachers, restrooms and concessions.
Oshkosh West Softball/Fast Club of Oshkosh (John Kloean)	Oshkosh West, Oshkosh North, Menominee Park with Reetz Fields	2 Major events, 4 leagues	400	We really need league diamonds with a concession stand to be self-sufficient. It would also relax the usage of the high school diamonds.	At least four (4) 200' Softball Fields.	Lighting, irrigation, underdrain, fencing, bleachers, restrooms and concessions.
Oshkosh Fast Club (Kim Bluhm)	High School Softball Diamonds, 6 <sup>th</sup> & Idaho, Menominee Park - Reetz Fields 1	Approximately 24 games, plus 2 weekend tournaments.	300	Use of ball diamonds is tight for both games and practice.	Six (6) 200' Softball Fields.	Lighting, fencing, bleachers, restrooms, concessions and temporary fencing.

	& 2 and Boys & Girls Club					
Oshkosh Youth Soccer Club (Leslie Burns)	Menominee Park, Miller's Bay, Westhaven Park and Congress Park	Games nightly from May – July	1,700	Congress Park rarely gets mowed, so we aren't scheduling games there. We could really use this field if it was mowed regularly. Menominee Park has some very low spots that collect water and make games there difficult.	Two (2) 60' x 100' Soccer Fields, three (3) 80' x 120' Soccer Fields and 200' x 300' Open Practice Space.	Restrooms.
Otter Street Fishing Club (Scott Engel)	Menominee Park (Miller's Bay Area)	е	400 – 2,000	N/A	N/A	N/A
Oshkosh Rotary Southwest (Kris Villars)	Menominee Park and any of the boat launching areas. Our Club is also very involved with Celebration of Lights as volunteers for set-up, etc. Battle on Bago is another one of our fundraising events. We are also involved with the Tower Project. We are looking to have a summer meeting possibly this year or next year	1-2	1,500 3,000 (Bago) 100 (Meetings)	Due to the ice conditions this year for Battle on Bago we utilized the parking lot, so the parking for the event was challenging.	<b>∀</b> <sub>Z</sub>	Lighting and restrooms.
Oshkosh Community YMCA (Paul Trebiatowski)	Oshkosh North Tennis Courts	10+	100	No bank of tennis courts on west side of town. Lack of quality practice space for football and soccer teams.	Six (6) open practice areas and eight (8) tennis courts.	Lighting, bleachers, restrooms and concessions.

### City of Oshkosh

### Comprehensive Outdoor Recreation Plan User Group / Stakeholder Needs Assessment Survey

The City of Oshkosh is currently in the process of updating the Comprehensive Outdoor Recreation Plan. To assist the City in determining community wide park and recreation needs please complete this survey. Upon review of the completed survey, the Advisory Park Board and City staff will review and prioritize the gathered information. Thank you for your time, your input is greatly appreciated.

1.	Name:
2.	Address:
3.	Phone Number: Email:
	Group you are representing:
	What Parks/Facilities does your group use?
	Number of fields or areas used:
6.	How many events per season does your group host?
7.	What is the approximate number of participants?
8.	What field, facility or area shortages do you currently face?
9.	Please list the size and total number of fields, facilities or areas that would address shortfalls faced by your group (i.e. (2) 200' Softball Fields, (3) 225' x 360' Soccer Fields, 100' x 100' Open Practice Area, (2) 225' x 360' Football Fields, fishing piers, boat launches, boat docks, shelters, etc.)
0.	Our community may not provide space for all requests, therefore, list the minimum number of fields and what field size to address your most urgent shortfalls.

11.	Please list the amenities your group would like incorporated into your facility.
	Lighting Fencing Restrooms
	Irrigation Bleachers Concessions
	Under-drain
	Additional Comments:
•	
•	
12.	What is your estimated seating need per field?
13.	What is the approximate number of parking spaces your group needs per event?
	This project will require donations and outside financial assistance in order for development to move forward. Would your group be willing to financially contribute funds towards working on pieces of the Master Plan every year?
15.	Additional comments:
	·

### Please return this form by April 15, 2011 to:

City of Oshkosh Contact: Ray Maurer 805 Witzel Avenue Oshkosh, WI 54903 Phone: 920-236-5080

Fax: 920-232-5316 Email: rmaurer@ci.oshkosh.wi.us



### **Proposals**

The following specific proposals have been developed based on input from the needs assessment as well as direction from City staff and the Park and Recreation Board. Parks not identified in the following list do not have immediate needs and/or recommendations at this time.

The proposals include estimated costs for each individual improvement. Typically these costs include furnishing materials and installation as well as appropriate allowances for demolition, mobilization, permits, etc.

The strategies are intended to provide guidance to decision makers responsible for implementing the plan. They are organized into a park improvement matrix of short, mid- and long-term strategies that are based on time increments of 1-5 years, 6-10 years and 10 years and beyond.

The schedule of the improvements for each facility will be determined at a later date as presented and approved by the Common Council.

### **Individual Park Recommendations and Concepts**

### City Park

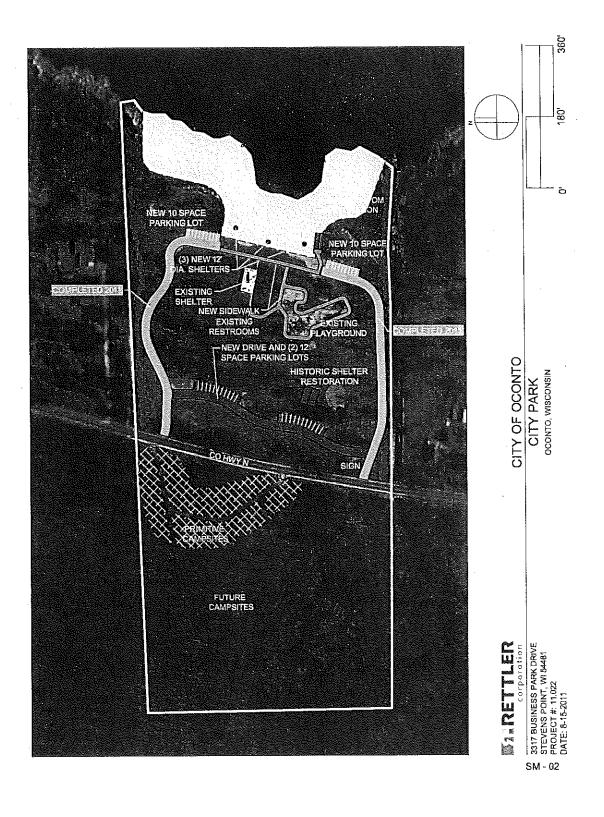
- Provide new site furnishings for park. Furnishings include recycle bins, picnic tables, bike racks, drinking fountains, etc.
- Replace site lighting with energy efficient light source.
- Restore historic shelter.
- Update volleyball courts.
- Provide shade structure near beach.
- Provide improved and expanded swim beach area.
- Replace play equipment and provide poured in place surface in play area.
- Provide perimeter walk with drainage at play area.
- Parking lot improvements.
- Provide walking paths throughout park.
- Update changing room to be ADA Compliant.
- Provide plantings and fencing along property lines.
- Expand campsite with road and camping plots.

City Park: Community Park - 24.10 Acres

**Proposed Features:** New site furnishings, site lighting, restore historic shelter, update volleyball courts, provide shade structure, expand swim area, replace play equipment and provide poured in place surface, perimeter walk, parking lot improvements, walking paths, update changing room and provide plantings and fencing.

City of Oconto 46

Site Name	Proposed Development	Development Cost	Priority
City Park	Site Furnishings	\$3,500	High
	Site Lighting	\$5,000	Medium
	Historic Shelter Restoration	\$120,000	Medium
	Volleyball Courts	\$5,000	High
	Shade Structure	\$2,500	Medium
	Expanded Beach	\$180,000	High
	Play Equipment and Poured in Place Surface	Play Equipment: \$35,000 Poured in Place Play Surface: \$65,000	Low
	Perimeter Walk with Drainage	\$18,000	Medium
	Parking Lot Improvements	\$58,500	Medium
	Walking Paths-Conc.	\$60,000	High
	Changing Room Improvements	\$30,000	High
	Plantings & Fence	\$5,000	Medium
	Tree Plantings	\$5,000	Low
	Landscaping Rock	\$7,500	High
	Campsite Expansion	\$65,000	Medium
	Total	\$665,000.00	



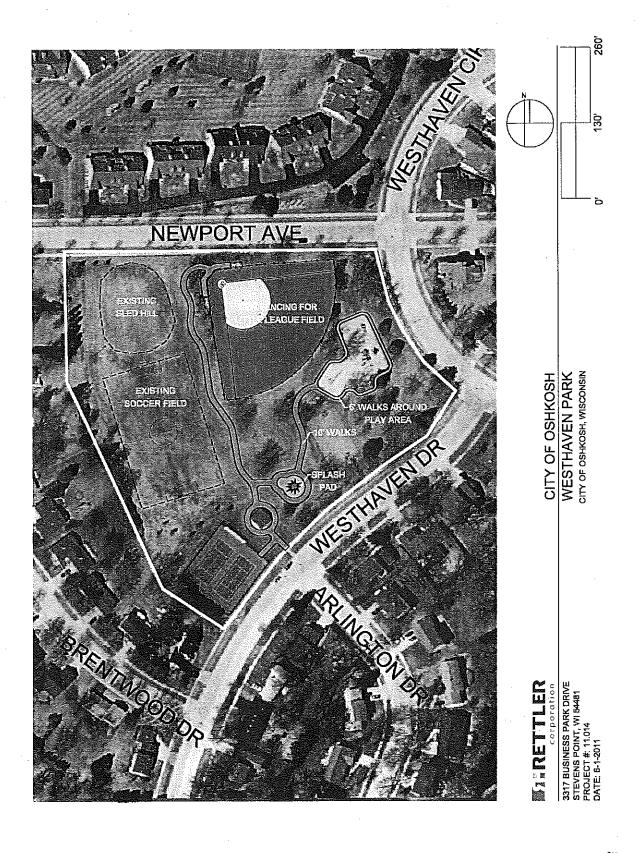
### Westhaven Circle Park

- Install energy efficient lighting.
- Provide accessible route to playground structure.
- Provide perimeter walk with drainage at play area.
- Provide ball field improvements such as bleachers, player's benches, outfield fence and backstop.
- Redevelop (overlay bituminous) existing basketball court.
- Update existing shelter amenities, including bathroom restoration/accessibility.
- Replace play equipment and provide poured in place surface in play area (5,600 S.F.).
- Provide 700 feet of walking/pathways throughout park.
- Provide a splash pad.
- Provide wood fiber mulch in play area.

Westhaven Circle Park: Neighborhood Park - 6.59 Acres

**Proposed Features:** Energy efficient lighting, access route to playground, perimeter walk, ball field improvements, overlay basketball court, shelter restoration, replace play equipment, provide poured in place surface in play area, new pathways, provide splash pad and wood fiber mulch.

Site Name	Proposed Development	Development Cost	Priority
Westhaven Circle	Site Lighting	\$50,000	Medium
Park	Accessible Route	\$2,500	High
	Perimeter Walk with Drainage	\$16,000	High
	Ball Field Improvements	\$135,000	High
	Overlay Basketball Court	\$15,000	Medium
	Shelter Restoration	\$80,000	High
	Play Equipment and Poured in Place Play Surface	Play Equipment: \$45,000 Poured in Place Play Surface: \$45,000	Medium
	Pathways	\$48,000	Medium
	Splash Pad	\$150,000	Low
	Wood Fiber Mulch	\$10,000	High
	Total	\$596,500	



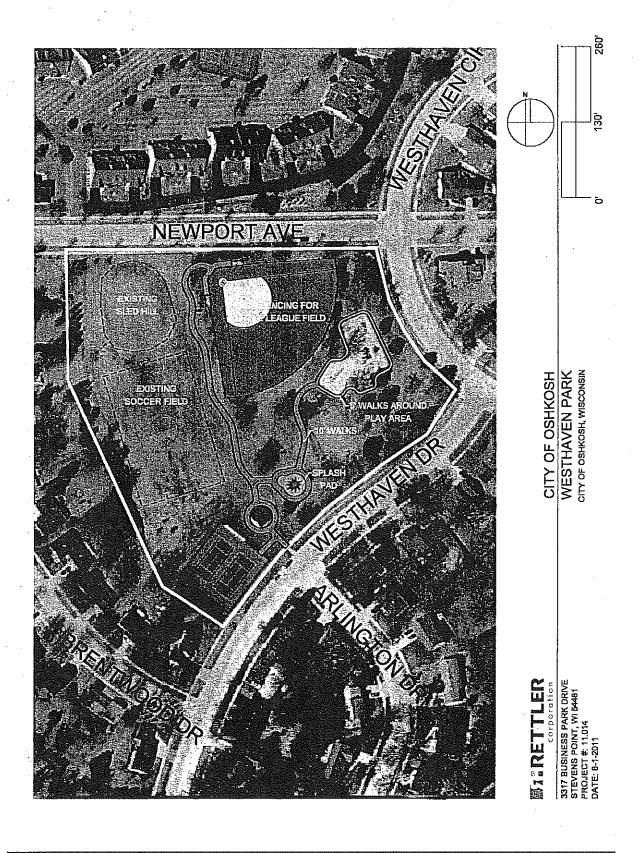
### Westhaven Circle Park

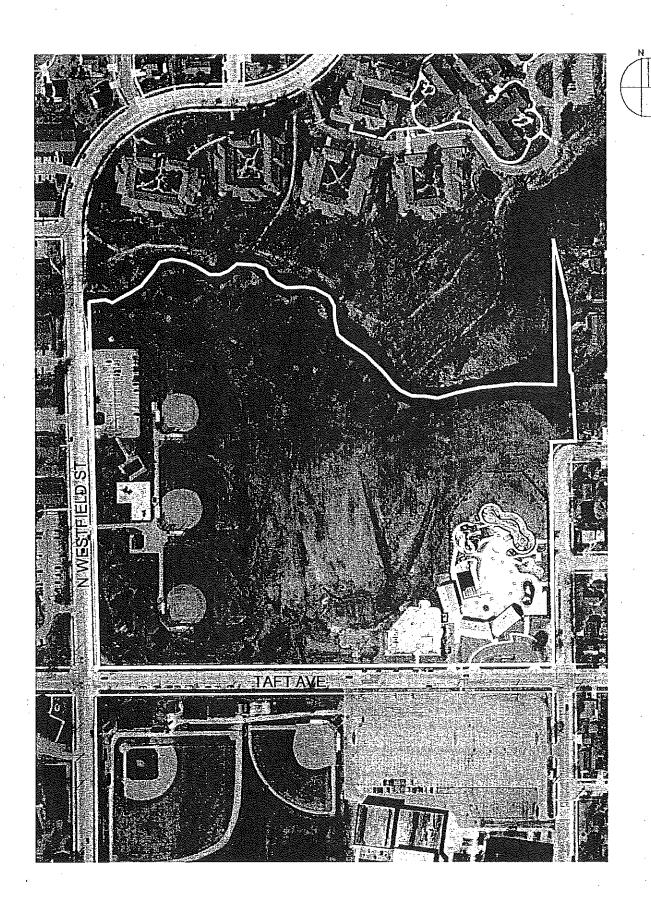
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- Provide perimeter walk with drainage at play area.
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- Redevelop (overlay bituminous) existing basketball court.
- Update existing shelter amenities, including bathroom restoration/accessibility.
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Site Name	Proposed Development	Development Cost	Priority		
Westhaven Circle	Site Lighting	\$50,000	Medium		
Park	Accessible Route	\$2,500	High		
	Perimeter Walk with Drainage	\$16,000	High		
	Ball Field Improvements	\$135,000	High		
	Overlay Basketball Court	\$15,000	Medium		
	Shelter Restoration	\$80,000	High		
	Play Equipment and Poured in Place Play Surface	Play Equipment: \$45,000 Poured in Place Play Surface: \$45,000	Medium		
	Pathways	\$48,000	Medium		
	Splash Pad	\$150,000	Low		
	Wood Fiber Mulch	\$10,000	High		
	Total	\$596,500	,		





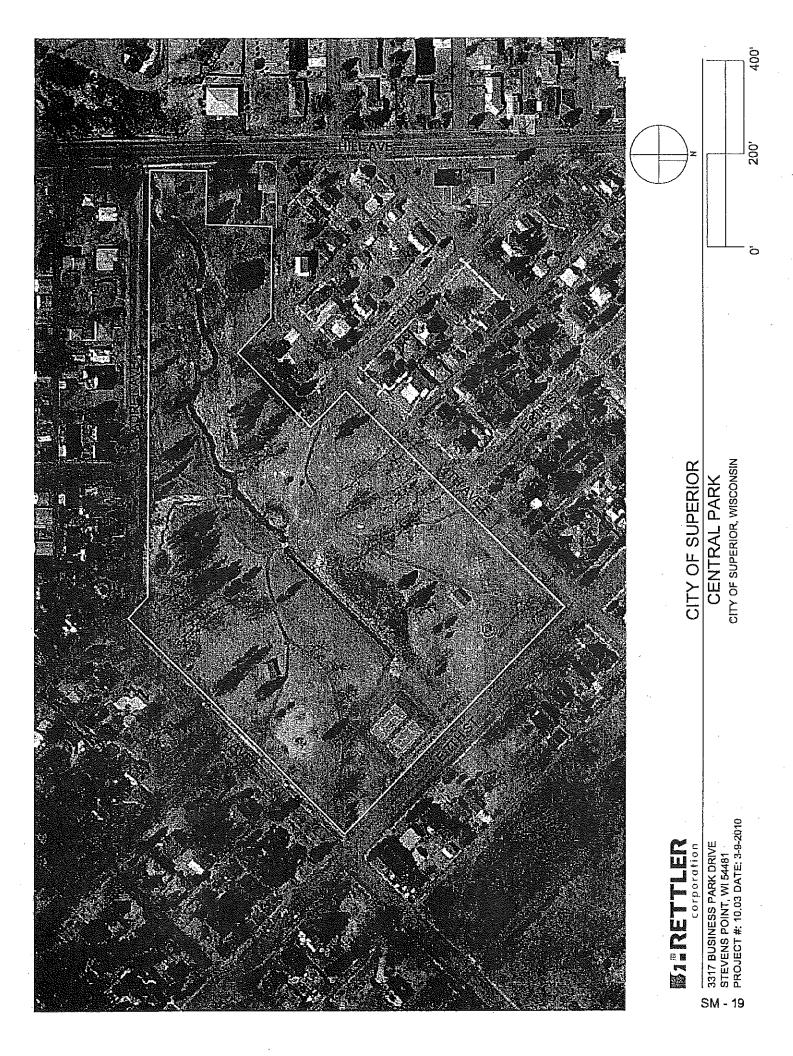


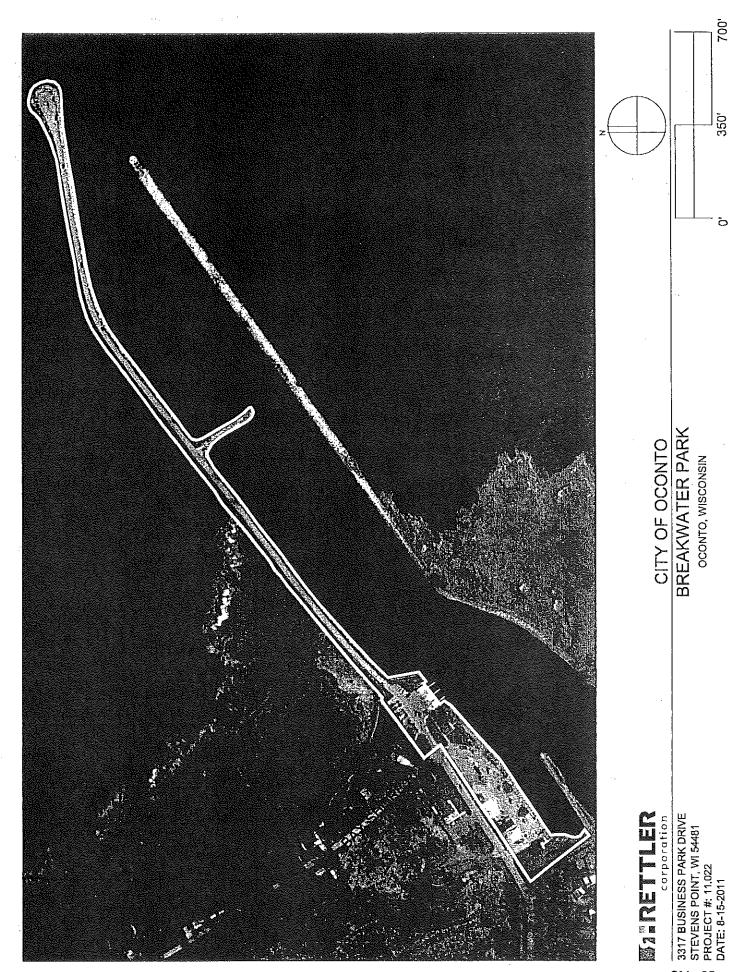
RED ARROW PARK CITY OF OSHKOSH, WISCONSIN

500,

250'

3317 BUSINESS PARK DRIVE STEVENS POINT, WI 54481 PROJECT #: 11.014 DATE: 6-1-2011 SM = 19

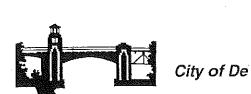




### CITY OF DE PERE - COMPREHENSIVE OUTDOOR RECREATION PLAN UPDATE

### FEE SCHEDULE AND CONTRACT AGREEMENT FEE SCHEDULE A. Schedule of Not to Exceed Payment **CONTRACT AGREEMENT** A. This contract shall remain firm for a period of ninety (90) days after the contract date below as signed by Rettler Corporation. The proposal may be withdrawn after this time. **Rettler Corporation** Rick H. Rettler Date President City of De Pere

Date



Marty J. Kosobucki

Director of Parks, Recreation & Forestry



### RESOLUTION #12-56

### AUTHORIZING AGREEMENT WITH NEW CELL, INC.

WHEREAS, the City is in need of renewing its cellular phone service contract; and

WHEREAS, the City joined the Green Bay/Brown County collaborative request for proposals for such phone service; and

WHEREAS, New Cell, Inc. (d/b/a Cellcom) is able to provide cellular phone service along the terms and conditions of the Wireless Telecommunications Equipment and Services Agreement, attached and incorporated as Exhibit 1; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Deputy Clerk are authorized and directed to execute the Wireless Telecommunications Equipment and Services Agreement (Exhibit 1).

### BE IT FURTHER RESOLVED THAT:

Nays:

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  $\underline{15}^{th}$  day of May, 2012.

	APPROVED:
	Michael J. Walsh, Mayor
	ATTEST:
	Vicki L. Scray, Deputy Clerk
Ayes:	viewi L. Seray, Deputy Clerk

### WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICE AGREEMENT

THIS WIRELESS TELECOMMUNICATIONS EQUIPMENT	AND SERVICE A	GREEMENT
(hereinafter, the "Agreement") is made, entered into, and effective this	day of	2011, by and
between NEW CELL, INC., a Wisconsin corporation (doing business as an	d hereinafter referre	d to as "Cellcom").
and City of De Pere, (hereinafter, "Customer").		

### Provision Of Telecommunications Services and Related Equipment

- 1.A. Services. Cellcom shall make available to Customer, its employees, representatives and other designees, an unlimited number of service accounts (hereinafter, an "Account" or "Accounts") through which Cellcom shall provide wireless telecommunications services. As a condition to Cellcom's offer to provide services and equipment identified herein at the rates and charges identified below, Customer shall maintain a minimum of 24 Accounts on rate plans identified in Exhibit A at all times during the Term of this Agreement. In addition, Customer shall execute a Master Service Agreement in the form attached as Exhibit B; and this Master Service Agreement shall also govern the availability of the services on each Account. Finally, the parties agree that Exhibit C modifies the provisions of this Agreement, Exhibit A and Exhibit B.
- 1.B. <u>Additional Features</u>. Customer may add additional features to any or all Accounts, with the additional charges for such additional features set forth on <u>Exhibit A</u>.
- 1.C. <u>Account Allowance</u>. Customer shall receive an account allowance of up to a \$100 per handset to be applied towards its acquisition of handsets, phone accessories, monthly access fees, and minutes of use purchased through a Cellcom direct sales representative during the Initial Term of this Agreement. If it is in the better interest of the customer, Cellcom will also allow a 50% discount off of the promotional price of all advanced devices instead of the above account allowance.
- 1.D. Employee Discount Plan. Cellcom will make available to employees of Customer wireless telecommunications services upon the terms and conditions of Cellcom's then-current Employee Discount Plan. All employees are eligible to apply for the benefits provided pursuant to this paragraph upon the execution of Cellcom's Service Agreement, provided that such employee is a new Cellcom subscriber and that the home address of the employee is within the Cellcom Service Area. The employee must agree to be and remain financially responsible for all charges incurred pursuant to such Service Agreement. Cellcom reserves the sole and exclusive right to limit, deny, or terminate service to any applicant or employee hereunder. Cellcom may terminate these benefits for any employee who, during the term of this Agreement, ceases to be an employee of Customer. In addition, Cellcom may terminate these benefits upon the expiration or termination of this Agreement.

### Rates and Charges

- 2.A. <u>Monthly Service Charges</u>. Each Account maintained by Customer pursuant to this Agreement shall incur a monthly service charge as identified in <u>Exhibit A</u>.
- 2.B. Additional Air Time and Roaming Charges. Each Account maintained by Customer pursuant to this Agreement shall include the allotment of "free" air time for use in the "home" area as set forth in Exhibit A. Customer shall incur an additional charge for each minute of air time utilized in excess of such allotment for each Account, with each Account considered individually for these purposes. Additionally, Customer shall incur additional roaming charges per minute for each minute of air time utilized outside the "home" area identified in Exhibit A.
- 2.C. <u>Payment</u>. Cellcom shall invoice Customer for the aggregated total of the monthly service, additional air time, roaming charges and additional equipment expenses incurred by all Accounts maintained by Customer pursuant to this Agreement; and Customer shall pay each such invoice within thirty (30) days of receipt of each invoice. Unpaid invoices shall accrue interest at the monthly rate of 1½%, or the highest amount allowed by law, whichever is lower.

### Term, Renewal and Termination

- 3.A. <u>Initial Term</u>. The Initial Term of this Agreement shall be 2 years, commencing on the date first written above and ending on the 2nd anniversary thereof.
- 3.B. Renewal Terms. Upon the expiration of the Initial Term, Customer may renew this Agreement for one consecutive two-year Renewal Term(s) by providing to Cellcom written notice of its intent to renew this Agreement no later than sixty (60) days prior to the end of the Initial Term or the then-current Renewal Term, as the case may be.
- 3.C. <u>Termination</u>. This Agreement may be terminated prior to the end of the Initial or then-current Renewal Term as follows:
  - 3.C.1. <u>Automatic Termination</u>. This Agreement will automatically terminate if either party: (a) makes an assignment for the benefit of the creditors; or (b) becomes a party to any receivership, bankruptcy, or similar proceeding, and such proceedings are not dismissed within ninety (90) days of commencement.
  - 3.C.2. <u>Default</u>. In the event of a material breach of this Agreement, the non-breaching party may provide written notice of the breach and may terminate this Agreement at any time after a reasonable opportunity to cure the breach. For purposes of this Agreement, a reasonable opportunity to cure is deemed to be ten (10) days for a monetary default and thirty (30) days for a non-monetary default. If the breaching party, prior to the expiration of the cure period, has cured the breach, this Agreement will remain in effect, provided the breaching party promptly reimburses the non-breaching party for any reasonable damages the non-breaching party may have incurred.
  - 3.D. Early Termination of Accounts and Effect of Non-Renewal of Agreement.
  - 3.D.1. Termination of Accounts. Customer may, at any time during the Term of this Agreement, terminate one or more Accounts maintained pursuant to this Agreement, while not terminating this Agreement generally, by delivering to Cellcom written notice of such termination and paying to Cellcom One Hundred Seventy-Five Dollars (\$175.00) for each Account terminated below the 24 Account minimum, provided that the foregoing termination fee shall be reduced proportionately based on the number of months remaining in the Term as of the date of each such Account termination. Notwithstanding any such termination of one or more Accounts, this Agreement shall remain in effect as to all other Accounts maintained by Customer; provided, however, Cellcom reserves the right to revise the amount of the account allowance provided to Customer based on the number of remaining Accounts and the remaining time left in the then-current Term.
  - 3.D.2. Effect of Non-Renewal of Agreement. In the event Customer does not renew this Agreement for at least one Renewal Term, Customer shall pay to Cellcom One Hundred Seventy-Five Dollars (\$175.00) for each Account activated within the final ninety (90) days of the Initial Term. In addition, upon the expiration of the Term, whether following an Initial Term or one or more Renewal Terms, Customer may maintain Accounts established pursuant to this Agreement on a month-to-month basis thereafter; provided, however, the terms and conditions (including rates and charges) applicable to all such Accounts shall be determined by reference to Cellcom's thencurrent rate plans generally made available to the public (without regard to the terms and conditions of this Agreement).

### Miscellaneous

4.A. <u>Entire Agreement</u>. This Agreement, together with all exhibits and other attachments and other documents referenced herein, shall constitute the entire agreement between the parties; and no term or condition contained herein or therein may be modified or waived, except in writing signed by an authorized representative of Cellcom.

- 4.B. <u>Stolen or Lost Equipment</u>. Customer shall immediately report all lost or stolen equipment to Cellcom and to an appropriate law enforcement authority. Customer remains responsible for paying all charges incurred on the stolen or lost equipment prior to the notification to Cellcom. Any request for credit against such charges must be in writing, accompanied by a police report verifying law enforcement notification, and must be received by Cellcom before the date when payment is due.
- 4.C. <u>Notices</u>. All notices permitted or required to be given under the terms of this Agreement shall be deemed to have been given when delivered personally or deposited in the United States mail, certified, postage prepaid, and addressed as follows:

If to Cellcom:

New-Cell

d/b/a Cellcom

1580 Mid-Valley Drive DePere, WI 54115

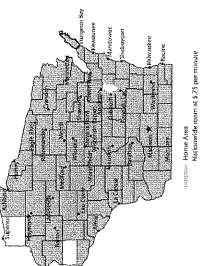
If to Customer:

City of De Pere 335 S. Broadway De Pere, WI 54115

IN WITNESS WHEREOF, Cellcom and Customer, by their duly-authorized and empowered representatives, have executed this Agreement as of the date and year first written above.

	Its	
CITY	OF DE PERE	
Ву:		
	Michael J. Walsh, Mayor	

# Regional Government (BCMSA/WI 10/Appleton only)



Included Features FREE Call Waiting FREE Voicemail\* · FREE Caller ID

# 

Optional Features there are nor month owless nound

# FREE Nationwide Long Distance

Quik|TxT Unlimited (Unlimited Outgoing messages)... \$9.95

· Cellcom Xtras Plan Options+++

Pay As You Go..

Quik|TxT 100 (100 Outgoing messages) . Quik|TxT 300 (300 Outgoing messages).

Outgoing Messages (per message) ....

Quik|TxT Pricing+++

\$14.95 \$0.02/ per Nachyre \$9.95

(Data, Unlimited Quik|TxT and Unlimited Pictures)

Data Value Package

Data .....

· Push-to-Talk Unlimited++ · Picture Messaging+++

Enhanced Voicemail\*

- FREE 3-Way Calling
- · FREE Incoming Quik | TxT Messages

\$4.95 \$6.95

· FREE Detail Billing

Cellcom's regional government calling plan offers local municipalities" a cost effective communication solution so you can focus on what's most important... serving your community

## Voice Solutions

- Wireless calling plans for all business
- Exceptional coverage beyond the width of applications, local to nationwide
- The ability to switch calling plans without penalty or contract extensions

### Free nationwide long distance Customized Features

including Quik[TxT messaging, MultiRing, Wide selection of the latest features Vquire and more

### neighborhood and understands your needs Locally owned company who lives in your your needs whenever they may arise

· Pager Outdial

· Call Transfer

- Satisfaction guarantee

# Cellcom, we build partnerships that deliver success.

Call 877-611-0008 or visit any authorized Cellcom location. Take advantage of great savings.

# \$4.75 Monthly Rate

Additional Airtime



service availability in a geographical area, contact Celtoom's Customer's tervice at (800) 236-0055. Geographic terrain, weather conditions, and type of equipment may after cellular coverage.

Wireless service is subject to technological limitations, including experty and tweet availability. Prices do not include laws, E.e.s, or other charges. States on monthly acress, attime, edulinant, and long istitance may apply. A 225 line set-up fee will be charged on all new limit activations, A Regulatory Fee and Other Recovery Fee will be charged on all rate plans. This charges is associated with the cost of doministering and complying with government-mandated programs such as Wireless Number Pooling, TTV (Foxt Telephone), CALEA (Communication Assistance for Law Mireless Number Fooling, TTV (Foxt Telephone), CALEA (Communication Assistance for Law Cinternent Act) and Wireless Number Fooling, TTV (Foxt Telephone), CALEA (Communication Charged A, Asistance for Law Cinternent Act) and Wireless Number Fooling, and Michigan phone number. Important Information: «Eligible municipalities include counties, cities, villages, rowns, school districts, board of school directors, sewer districts, drainage districts, technical college Celforn's network, is required. Artime is billed in 60 second increments. Rates are valid only in the designated hone area. Calls originating in the home area and ferminating to exchanges in the United States are free. Nationwide roaming is \$0.75 per minute, includes long distance. "Celicon reserves the right to deactivate any mailbox that has not been initialized within 60 voice mail are deducted from Celicom-Co-Celicom Minutes within the Celicom-fo-Celicom designated area. "Call Forwarding includes 60 minutes of forwarding to a non-Celicom exchange per month a constitution of the control of the cont Celkom Prost-to-Talk subscribers. Pust-to-Talk calk calk calk calk casywhere you can receive a wireless signal Wireless calling plan minutes are not affected, +++Quiki'AT, Pitcure/Video Messaging & Data: Use of Quik[TxT Messaging, Pirture Messaging, Video Messaging and other data services is subject to the Data Acceptable Use Policy located within the Cellcom Kuas Brochure and at www.cell.com.com.Cellcom reserves the right, without notice, to change rates and coverage areas that do not adversely impact the consumer.In all other situations, a notice will be given. Rate maps indicate where rates apply and may not depict actual service availability or veireless coverage. Coverage areas depicted are approximate. To inquise about specific days of activation or any mailbox that has not had any messages for over 60 days. Voicemail subscribers receive two call forwarding features at no additional charge. Minutes used checking +Nquire calls are also charged any appropriate airtime and long distance. ++Push-to-Talk capable phone required. The Push-to-Talk service is only available on calls made to and from districts or any other public or quasi-public corporation, ufficer, board or other body having the authority to award public contracts. An E911

\$4.99 \$5.99 \$0.99

Standard Handset Protection (550 deductible peroco. Advanced, Smartphone & PDA Handset Protection

(\$166 deductible per occumence)

· Call Forwarding\*\*

 Wireless consultants dedicated to helping Live 24/7 customer service to take care of

Dedicated Service

you grow your business

Handset Protection

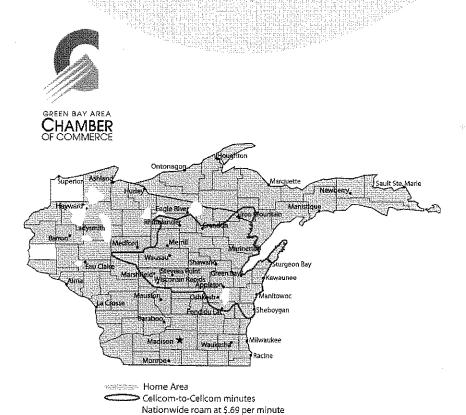
Nquire/411 Directory Assistance+

Ring multiple phones with one number

· MultiRing ....

\$0.99





### **Included Features**

(on plans \$26.95 or higher)

- FREE Nationwide Long Distance
- FREE 7p.m. Night & Weekends
- FREE Voicemail
- FREE Caller ID
- FREE Call Waiting
- FREE 3-Way Calling
- FREE Domestic Incoming Quik|TxT Messages

Monthly Rate	\$21.95	\$26,95	\$35.95	\$44,95	\$53.95	\$61.95	\$71.95	\$88.95	\$133,95	\$179,95
Anytime Minutes	100	300	600	1,000	1,300	1,600	1,800	2,500	5,000	6,500
Night & Weekend Minutes	0	3,000		<u>. Comencial ed Silver</u> Urbidade in praest.	etejilet (1966 Hassides (1961)	- UNLI	MITED -			
Cellcom-to-Cellcom Minutes	0	50	250	300	400	500	600	750	1,000	1,200
Domestic Incoming Quik TxT Messages						UNLI	MITED -			1
Additional Airtime	\$0.39	\$0.39	\$0.39	\$0.39	\$0.39	\$0.39	\$0.35	\$0.25	\$0.25	\$0.25

Share Your Minutes Add-A-Lines \$16.95 per additional line per month. Available on calling plans \$26.95 or higher, up to 4 lines

### Take advantage of great savings. Call 877-611-0008 or visit any authorized Cellcom location.

Important Information: Endorsed association membership required. Affiliation discount may be rescineded if eligibility requirements are not met. An E911 compliant-CDMA phone, compatible with Cellcom's network, is required. Airtime is billed in 68 second increments. Plan minutes only apply when you are in your calling plan's designated home area. Night and weekend hours are Monday through Friday 7:30 p.m. to 6:59 a.m. and ail day Saturday and Sunday. Cellcom town-to-Cellcom Minutes require both customers have Cellcom service and are signaling a Cellcom tower. Calls originating and terminating in the home area are toll free. Calls originating in the home area are subject to long distance charges. See sales representative for details. Calls originating outside of the home area are subject to roaming and long distance charges. See sales representative for details.

Celicom reserves the right to deactivate any voice mailbox that has not been initialized within 60 days of activation or any mailbox that has not had any messages for over 60 days. Voice Mail subscribers receive two call forwarding features at no additional charge. Minutes used checking voice mail are deducted from Celicom-to-Celicom Minutes while within the Celicom-to-Celicom designated area.

Celicom reserves the right, without notice, to change rates and coverage areas that do not adversely impact the consumer. In all other situations, a notice will be given. Rate maps indicate where rates apply and may not depict actual service availability or wireless coverage. Coverage areas depicted are approximate. To inquire about specific service availability in a geographical area, contact Celicom's Customer Service at (800) 236-9055. Geographic terrain, weather conditions, and type of equipment may affect cellular coverage. Wireless service is subject to technological limitations, including capacity and tower availability.

Prices do not include taxes, fees, or other charges. Taxes on monthly access, airtime, equipment, and long distance may apply. A \$25 line set-up fee will be charged on all new line activations. A Regulatory and Other Recovery fee will be charged on all rate plans. This charge is associated with the cost of administering and complying with government-mandated programs such as Wireless Number Pooling, TTY (Text Telephone), CALEA (Communication Assistance for Law Enforcement Act) and Wireless Number Portability. A USF (Universal Service Fund) Fee will be charged on all service lines. An E911 or Police and Fire Protection fee will be charged on all service lines. The amount or range of taxes, fees and surcharges vary and are subject to change without notice. See a retail location or www.cellcom.com/fees for details. Early termination fees may apply and, if applicable, may be reduced proportionately to the remaining months of the term of the agreement.

# CELLULAR TELEPHONE EQUIPMENT AND SERVICE AGREEMENT

THIS AGREEMENT for Cellular Telephone Service ("Services") and/or Cellular Telephone Equipment ("Equipment") is between New-Cell, Inc., a Wisconstin corporation with its incringial place of business at 1350 Mid Vallod Drive, PD Goods, 5,537,0, De Pie., Wisconstin 54115 (d/b/a and hereinafter referred to as "Cellconn"), and the party whose namels appear on the twentse side hereof (the "Custonner").

This Agreement shall become effective ten (10) days after Cellcom receives a copy of this Agreement signed by Customer, unless Cellcom, in its sole discretion and prior to the expiration of this Agreement. Upon such rejection, this Agreement shall be of no force and/or effect, and Customer shall be required to return to Cellcom all Equipment and/or goods supplied hereunder and to pay Cellcom for any Service provided to Customer prior to the rejection.

# 2. EQUIPMENT AND SERVICES.

A. Equipment. Delivery of the Equipment ordered hereunder shall be made in a reasonable length of time. Cellcom is not responsible for loss or expense airing from delays in delivery thereof stifutuble to matters outside its offer comprise discussed with the quantity of the goods received, Customer their make Customer's objections therefor in writing and mail by certified or registered, return receipt requested mail addressed to Cellcom at its address as set forth above, within thirty (30) days of delivery of such Equipment. Absent provision of such notice of dissustance to Cellcome thereby agrees and acknowledges that the quantity and quality of the goods provided by Cellcom contom to terms of this Agreement and are satisfactory.

B. Services. Services hereunder shall only be available to cellular telephone units properly equipped and installed to accept such Services. Such Services are lost such units when those units are within the lange of the cell sites located in Cellcom's service acces. Such Services are also subject to transmission limitations caused by atmospheric or geographic conditions. The Services may be temporarily refused or limited because of the cellular system's capacity limitations, Services to any or all Customers may be remporarily interrupted or cuttailed, without notice, due to Edulpment modifications, upgrades, relocations, repairs or similar activities necessary for the proper or improved operations of the system.

C. Common Provisions. Each financially responsible individual, business, or entity identified on the front side hereof shall be jointly and severally responsible for payment of all eliquinesh purchase changes, all service changes and all toll harges recorded to Customer's access turnitier. A service indicate is made for each use of the callular system, wherefore the Callorinesh and is incoming or outgoing and whether made in or our of Callcom's retrieve area. Netfer the capiponesh are wides shall be used by Customer for any purpose that is involation of federals sate or focal law, nor shall the same be used in such manner as to unreasonably interfere with the use of the Services by one or more other customers.

# 3. LIABILITY DISCLAIMER AND INDEMNIFICATION.

A FOUNDATION CUSTOMER ACKNOWLEDGES THAT CELLCOM IS NETHER THE MANUFACTURER NOR THE AGENT OF THE MANUFACTURER OF THE CONTRIBUTED THE MANUFACTURER OF THE CONTRIBUTED THE CONTRIBUTED THE CONTRIBUTED THE CONTRIBUTED THE CONTRIBUTED THAT CELLCOM DISCLAIMS WARRANTED CRAIN MAINTED, INCLIDING THE IMPLIED WARRANTED OF METCHAN PROPOSE UNDER THE CENTRAL CENTRAL CELLCOM THE LIBBLE DAYAN SEPERAL CHAIN OF CONTRIBUTED THE CONTRIBUTED THE CONTRIBUTED THE CONTRIBUTED THAT CHAIN CONTRIBUTED THAT CHAIN CONTRIBUTED THAT CHAIN CONTRIBUTED THAT CHAIN CONTRIBUTED TO SEESOMAL INJURY PROPOSEST OF MANY SEPERAL CHAIN CH

C. ADDITIONAL LIMITATIONS. It is further specifically agreed as to the Equipment and Services provided hereunder that Cellcom shall NOT be liable to Customer or any other party for.

1) Any plury to person or damage to property resulting from any negligent or unintentional acts or omissions of cellcom, its employees, agents or others, why damage or loss by Customer as a result or sympatrial or complete interruption in the operation of its business or for any failure of any of its goods, products or Services, incidental or consequential changes or for surgained by Customer or any other person or entity for any failure of customer's Equipment, for the inability of Cellcom for promptly or properly regair Customer's Equipment, for the inability of Cellcom for the information contained therein.

D. INDEMNIFICATION. Customer agrees to indemnify and hold Cellcom harmless from all claims, actions, suits, demands and judgments, including actual attorneys fees and costs, wifter Cellcom may not un leddending use the adversale acting from Customers to prosession of other relationship to the Equipment, goods or Services supplied, worked on, or provided by Cellcom or its employees, agents or designes, including but not limited to, any expenses arising from actions brought under the Occupational Safety and Health Act or other governmental regulations of laws.

# 4. TERMINATION OF SERVICE.

B. Cellcom may, after giving prior written notice to Customer, terminate or temporarily discontitue or restrict Customer's Service if: (1) Customer fails to pay any charge due to or of thewise violates any term of this Agreement, (2) Customer as a billing address, within Callcoms licensed market, or (3) Customer's considerable and the standard of this Agreement, In addition, Cellcom may discontinue Customer's Service without prior protectly and the Agreement. In addition, Cellcom may discontinue Customer's Service without prior protectly considerable and in legal or other manner that cause or it siley to cause any form of ham to clostomer as person, or (5) Customer commits or assists a third party in committang cellular or subscriber fraud. "Cellular fraud" is defined as the unauthorized uses a meries appropriate or a meries protectly or committang cellular or subscriber fraud. "Cellular fraud" is defined as the unauthorized responsibility or many or committen protectly includes as the committen of subscriber fraud. "Subscriber fraud." Is defined as the unauthorized reprogram the phone to transmit the electronic senial number and electronic mumber belonging to another phone." Subscriber fraud." Is defined as the infinitation or use of wireless services using fraudulently obtained customer information or false identification.

C. In the event Gelicam, in its sole discretion, undertakes litigation or collection efforts against Customer to enforce the terms of this Agreement, and Celicam prevails in such efforts, Customer shall be responsible to emphase Celicam for all costs and depenses, including actual attorneys? fees, incurred by Celicam relative for such efforts, unless otherwise precluded by law, Further, in the event such litigation or collection effort an essist from, or less little and the control of the control of the celestic from the results in the sent such litigation or collection effort and essist from, or less little and in the control of the cells of the control of the cells of th

O The term of this Agreement shall be tolled, and its expiration date extended, for any periods during which Customer's Service is suspended due to exproprement or other wholstons of othe terms of this Agreement by Customer. Upon Customer's custo fixed yields to get election in its sole discretion, reactivate Customer's Service and shall be entitled to change Customer a reasonable reactivation fee.

A Celkom reserves the right, in its sole discretion, to change Customer's access number upon notice to the Customer Customer acknowledges that Customer has no poppingan or normanship rights or interest in or to Customer's number(s), except as allowed for by law, and cannot acquire such rights or interest through usage, publication or otherwise.

service provider within the same local 8. Customer may request that Customer's access number(s) be transferred to or from another

requirements and charges, including credit approval, al service provider. If a transfer is unsuccessful and the re shall be required to return to Celicom all Equipment. C. If Customer transfers the access number(s) to Cellcom, all activation (labble for charges fincluding cancellation fees) incurred with a former closomer does not ask Cellcom to assign a new number, Customer hereturder. D. If Customer requests to transfer the access number(s) to another service provider, this request will be considered a notice of Customer's intention to terminate service sort the terms of the Agreement set forth in the Termination of Service paragraphs will apply. Upon request, all amounts then owed to Celecom finctuding the Service Cancellation Charge and any amounts that appear on the final invoice) shall become immediately due. If a transfer is unsuccessful for any reason, Customer's Service will not terminate, and Customer will continue to be responsible for all Service or other charges (not the Service Cancellation Charge).

lost. E. When transferring access numbers to another service provider, voice mail, phone book or other Services will be

F. Cellcom does not guarantee, in any way, that such access number transfers to or from Cellcom will be successful

# 6. RATES AND CHARGES.

A. Customer acknowledges that it is responsible to pay to Cellcom all toll charges resulting from the use of the Service for calls, incoming or outgoing, either writin or outside Cellcion's service area. Customer must also pay for all charges on calls folled to Customer's access number. Such charges are in addition to the charges for Service usage, Each partial minute of airtime steal be billed as a full minute unless otherwise noted for Customer's billing plan. Payment of the Service bill is due on the date when indicated on said bill. A balance which remains unpaid as of the next billing date shall accrue interest at the monthly rate of 1172%, or the highest amount allowable by law, whichever is lower, from the original due date until such balance is paid in full.

B. Except as may be prohibited by law, Cellcom reserves the right to amend the terms and conditions of this Agreement, including, but not limited by C. Gistomer's fate plan and rates charged to Customer. If after receiving any such notes from Cellcom, Customer and the expiration of a thirty (30) day objection period afforded to Customer. If after receiving any such notifier from Cellcom, Customer desires to terminate this Agreement due to the proposed annochments. Customer stall, within thirty (30) days of receipt of Cellcom's notice device varieties notice of this Agreement and Customer's abelief with the customer's positive to be services shall terminate on the fifth (\$th) day following Cellcom's receipt of Customer's notice of customer's notice of Customer shall be determed to have agreed to Cellcom's proposed amendment(s) and shall not thereafter have any right to terminate this Agreement due to such amendment(s).

C. There may be added to any charges incurred by Customer amounts equal to any industry-wide surcharges and/or fees and any surcharge, duty, with with bolding, including, but for their limitation including, but not limited to the refer of a raddition theretor, imposed by any including, but refersal governmental agency with respect to the Services, or with respect to services provided to customeds, excepting only traces on the income of Cellicom. In addition, there may be added to any charges, additional charges to reimburse Cellcom for its reasonable and necessary costs and expenses incurred in maintaining compliance with regulatory requirements imposed by any local, state, or federal governmental agency having jurisdiction over Cellcom.

Exhibit B D in the event Customer accesses or uses Cellcoms text or data services, Customer shall be responsible for all charges and the prompt payment of these services regardless of who infinites the activity or whether the Customer's Equipment actuals received the data. This includes, but is not limited to the amount of data associated with a particular service (games, imptones, steren staves, profit cash early and country and accessing to the morn of the most of the cash of the cash of the data associated with unsuccessful attempts to neach websites or use applications. The charges for Customer's access to or use of the text or data services stoalled that associated with unsuccessful attempts to neach websites or use applications. The charges for Customer's access to or use of the text or data services shall be in additioner may not utilize attimine or any other benefit specified in Customer's rate plan as payment or receit towards Customer's access to or use or the services stable to the any accurate predicator of actual usage. Data usage is measured and billed in kilobyte increments of use will be united for the next full kilobyte increments and the cash and billed in the content purchase. All kilobyte increments of use a will be united for the max full kilobyte increments of use a cust deal usage. Data usage is measured and billed any suitable of the content purchase. All common and the content purchase. All common and the content purchases, Customer may hore text will be united for Permium Service young and purchase and cell common where the purchase of cellcom may delice premium and non-premium items downloaded to any storage areas Cellcom may provide including any purchase in specific interfarent formed to the purchase of cellcom may delice to premium and non-premium terms downloaded to any purchase in a specific interfarence from the very delice to the purchase of cellcom may delice for any misuse. Customer any purchase in a specific may be may terminate services without notice for any misuse. Customer, as a p

E. When Customer provides a check as payment. Customer authorizes Cellcom to make a one-time electronic funds transfer from Customer's account. Therefore, Lunds may be withfrawn from Customer's account on the same day Customer's payment is received. Customer will not receive Customer's help back from Customer's francial institution.

# 7. MISCELLANEOUS PROVISIONS.

e entire agreement I by an authorized I as a waiver of any A. Entire Agreement. This instrument, together with all attachments and any other documents referenced herein, shall constitute the loweren the pletties; and no term or condition contained herein or therein may be modified or walved, except in writing signed representative of Cellcom. The acceptance by Cellcom of any payment after it shall become due shall not constitute or be construed or all of Cellcom's rights hereunder.

B. Assignment and interpretation. This instrument shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the patient provided, however, that Customer may not a skip in this Appendent on yor of high fair or obligations breaunded to bany third party without the prior written consent of Celloon. The interpretation of this Agreement shall be subject to the laws of the State of Wisconsin.

C. Severability. The invalidity of any portion of any provision of this instrument shall not affect the validity of the remainder of the provisions hereof.

D. Service Fee. Customer will be billed monthly for Service pursuant to the terms of Cellcom's current Service price list for the one-year or two-year pricing package. Customer may change to other pricing plans available to existing customers, but the term of this Agreement will remain unchanged unless such term is otherwise extended under the terms of another pricing package selected by Customer.

E. Celicom, in its sole discretion, may require Customer to provide a security deposit as a precondition to Service activation in an amount determined by Celicom. Upon termination or expiration of this Agreement. Celicom shall have the right to apply all or any part of the security deposit to the outstanding balance on Customer's account. If any surplus remains, such surplus shall be refunded to Customer in Customers or sequests, in a writing are me.
1. Customer paid to Celicom Customers monthly invoices in a full and timely fashion in accordance with the terms of this Agreement and Celicom's some paid to Celicom Security invoices in a full and timely fashion in accordance with the terms of this Agreement and Celicom's Celicom's Security and timely fashion in accordance with the terms of this Agreement and Celicom's 2. Customer's most received a verbal or written request for the refund. If Customer terminates service with Celicom at any time, the deposit will be applied toward Customer's final bill. If any surplus remains, the balance will be refunded to Customer.

F. Stolen or Lost Equipment. Customer shall immediately report all lost or stolen Equipment to Cellcom and to an appropriate law enforcement authority. Customer remains responsible for paying all charges incurred on the stolen or lost Equipment prior to the hotification to Cellcom. Any request for credit against such charges must be in writing, accompanied by a police report verifying law enforcement notification, and must be received by Cellcom before the date when payment for such charges is due.

G. Technology Enhancements. Cellcom reserves the right to change your wireless phone's software or programming, over the air, without notice.

POS Service Agreement Form - 113979-6 10/2011

## EXHIBIT C TO WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICES AGREEMENT BETWEEN NEW CELL, INC. AND THE CITY OF DE PERE

- 1. It is understood between the parties that the Employee Discount Plan described in Paragraph 1.D of the Wireless telecommunications equipment and Services Agreement between NEW CELL, Inc. (Cellcom) and the City of De Pere (City), hereinafter referred to as the Agreement, is offered as part of Cellcom's standard corporate contract and is not a feature incorporated into the Agreement solely to benefit the City's employees because of their status as City employees.
- 2. Paragraph 6.B. of Exhibit 2 allows Cellcom to, after the expiration of a 30 day objection period afforded to City, unilaterally change the terms and conditions of the Agreement, including changing rate plans and rates charged. During such objection period, City may terminate the Agreement. Should Cellcom exercise its rights under Paragraph 6.B. and City terminates the Agreement, the Cancellation Charges authorized under paragraph 4.A. of the agreement shall not apply.
- 3. Any new service offered by Cellcom during the term of the Agreement shall be made available to City under the Agreement.
- 4. Should Cellcom not be a provider of a specific electronic communications device or devices which City wishes to utilize and City purchases such device through a third party for use with Cellcom services, Cellcom shall credit to City's account an amount equal to any promotional incentive City would have been entitled to had Cellcom provided the device.

2012

5. This Exhibit modifies the Agreement as provided herein.

Dated this

Dated this day of	
<b>NEW CELL, INC.</b> By:	CITY OF DE PERE By:
Print Name: Title:	Michael J. Walsh, Mayor
	Vicki I. Scray Danuty Clark

### RESOLUTION #12-57

### EXPRESSING THE CITY OF DE PERE'S SUPPORT FOR LOCATING THE MEDICAL COLLEGE OF WISCONSIN IN THE GREEN BAY AREA

WHEREAS, the Medical College of Wisconsin ("MCW") is considering establishing satellite medical schools in various communities throughout the State, including the Green Bay area; and

WHEREAS, MCW is looking to pilot an innovative "virtual" and decentralized medical campus that would be hubbed among several area educational and medical institutions and would be linked in to their main campus via telecommunication technology; and

WHEREAS, MCW is looking to develop partnerships with area educational institutions, municipalities, service-providers, and existing hospital systems in the selected communities; and

WHEREAS, MCW has recently completed a feasibility study, which indicates there is initial viability of a 3-year curriculum hosted in large part by partnering organizations designed to eventually matriculate up to 25 students per year; and

WHEREAS, MCW has entered into discussions with several Green Bay area institutions who have indicated their early support for the program.

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

The City of De Pere expresses its enthusiastic support for locating a satellite campus of the Medical College of Wisconsin in the Green Bay area and will work diligently with area institutions and municipalities to make it a reality.

### BE IT FURTHER RESOLVED THAT:

The City strongly believes that the presence of the Medical College of Wisconsin in the Green Bay area will help retain and grow the region's talent base, help build on the area's already high quality of life, position the area for medical-

related economic development opportunities, such as research, and assist the region in improving health care delivery throughout northeastern Wisconsin.

Adopted by the Common Council of the City of De Pere, Wisconsin, this <u>15<sup>th</sup></u> day of <u>May</u>, 2012.

	APPROVED:	
	Michael J. Walsh, Mayor	ŭ
	ATTEST:	
Ayes:	Vicki L. Scray, Deputy Clerk	-
Nays:		

### RESOLUTION #12-58

### AWARDING OFFICIAL CITY NEWSPAPER CONTRACT

WHEREAS, the City of De Pere has advertised, pursuant to Wis. Stats. §985.06 and received a bid from a qualified newspaper for the printing of Council proceedings and legal notices; and

WHEREAS, the sole effective bid was submitted by the *De Pere Journal*.

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

The *De Pere Journal* be designated the Official City Newspaper for the printing of Council proceedings and legal notices for the 2012-2013 contract year in accordance with its sole effective bid. A copy of such bid is attached and incorporated as Exhibit A.

### BE IT FURTHER RESOLVED THAT:

Should the timing of legal notice publications in the *De Pere Journal* delay other City legal obligations because of the weekly nature of its publication, the City hereby designates the *Green Bay Press Gazette* as the alternate official newspaper for such purposes.

### BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this <u>15<sup>th</sup></u> day of <u>May</u>, 2012.

<del></del>	
	APPROVED:
	Michael J. Walsh, Mayor
	ATTEST:
Ayes:	Vicki L. Scray, Deputy Clerk
Nays:	

### NOTICE TO NEWSPAPERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City Clerk of the City of De Pere, Wisconsin, at the City Clerk's office in the City Hall until 12:00 o'clock Noon on the first Tuesday in May, being May 1, 2012, for separate proposals to publish in English (a) Council Proceedings, and (b) City's legal notices.

Bids will be received from all daily and weekly newspapers, which have been published regularly in said City of De Pere for two years preceding the date hereof, being in accordance with Section 985.06 of the Wisconsin Statutes.

Bids for more than legal rate for like work will not be considered.

The right to reject any or all bids or to waive any informality is reserved by the City.

Dated March 13, 2012

Published April 5, 2012. (Signed) Charlene M. Peterson, City Clerk

PUBLISHED IN ACCORDANCE WITH WISCONSIN STATUTES.

PUBLISH IN DE PERE JOURNAL:

April 5, 2012.

Legal Notice, Single Column

NOTE: Section 985.06 of Wis Stats. requires notice to be published on or before second Tuesday of April, with bids due at 12:00 noon on first Tuesday of May

Sealed bids for separate proposals to publish in English (a) Council Proceedings, and (b) City's legal notices were opened at 12:00 o'clock Noon on Tuesday, May 1, 2012 in the City of De Pere Clerk's Office, by the Deputy Clerk, Vicki Scray, in the presence of Mayor Michael J. Walsh.

One bid from the De Pere Journal was received and will be posted on the City of De Pere website for public viewing.

Vicki L. Scray, Deputy Clerk

Un Her

Michael J. Walsh, Mayor

### De Pere Journal

March 19th, 2012

### Invitation for Bid - Official city of De Pere Newspaper - 2012

The blow information is the state certified information for the De Pere Journal newspaper for legal advertising.

Line Length: 90 points

Name of Type: Spartan Book Classified

Type size: 6

Indicate Line Rates:	1 <sup>st</sup> Insertion	SSubsequent Insertion	Column Width (pica)
1 column	\$.3574	\$.2808	5.64
2 column	.7394	.5809	10.89
3 column	1.1508	.9042	16.95

Newspapers to be circulated in this geographic area: 1,733

Affidavit Cost: \$1.00

Additional charges that they City may incur: Bolding - \$3.00

Payment terms: Net30

Vendor De Rece Journal
Authorized Signature KMM (Macle)
Print Name & Title Keviw Corrado, President + Publisher
Date 3/20/12
Address 435 E. Walnut St.
City/State/Zip Green Bay, WI 54301
Telephone 920-431-8298 Fax 877-943-0443



SCOTT WALKER GOVERNOR MIKE HUEBSCH SECRETARY Division of Enterprise Operations State Bureau of Procurement 101 East Wilson Street, 6th Floor Post Office Box 7867 Madison, WI 53707-7867 Voice (608) 266-2605 Fax (608) 267-0600 http://vendornet.state.wi.us

March 19, 2012

### KEEP THIS DOCUMENT FOR YOUR RECORDS

DePere Journal Holly Schmude 435 E Walnut Street P O Box 23430 Green Bay, WI 54305-3430

### 2012 - 2013 Certification of Legal Notice Rates for Newspapers

This letter certifies that the newspaper listed above may collect a fee for publishing legal notices required by Wisconsin law. Certification requirements are reviewed and legal notice rates are updated every two years pursuant to Chapters 10 and 985 of the Wisconsin Statutes.

Part One lists information currently on file about this newspaper, Part Two addresses general legal/public notices, Part Three covers facsimile ballots, and Part Four contains general information about the certification process.

### **Effective Date**

Unless otherwise amended this certification letter will govern notices published on January 1, 2012 through December 31, 2013.

### Part 1 – Newspaper Information

The information below will determine the rates/fee for this newspaper and is published on the Internet. Contact the Department of Administration IMMEDIATELY with changes to any of the information listed in this document:

1,733 Paid Circulation: 0% Circulation Adjust:

Day(s) Published:

Brown County:

Telephone: (920) 431-8298 Fax: (877) 943-0443

legals@deperejournal.com E-Mail: Parent Co.: Gannett Satellite Info Sys

### Part 2 - General Legal Notices

Section 985.08 of the Wisconsin Statutes provides for publishing legal notices calculated on a per line basis: Fees for publishing. (1) "The fee for publishing a legal notice shall be not more than 14 cents per standard line for the first insertion and not more than 11 cents per standard line for each subsequent insertion. If a legal notice contains tabulated matter, then the fees allowable for the area containing such matter shall be increased 50% of the standard line base rate without adjustment for circulation premium. Composed matter shall be interpreted as being tabular when it contains 2 or more justifications per line. The minimum fee for any legal notices shall be \$2." Composed or tabulated matter examples: tables, columns, and tabs.

Your newspaper is certified for the fonts and column widths listed on the next page. Use the corresponding adjusted line rates to calculate fees.

					ADJUSTI	ED RATES
	Point	Alphabet	Column	Font	First	Subsqt
Font(s)	Size	Length	Width	Base	Insert	Insert
Helvetica Neue 45 Light	7	84	8.61	0.5846	0.5846	0.4593
Helvetica Neue 45 Light	7	84	10.89	0.7394	0.7394	0.5809
Helvetica Neue 45 Light	7	84	16.95	1.1508	1.1508	0.9042
Helvetica Neue 45 Light	7	84	18.75	1.2731	1.2731	1.0002
Helvetica Neue 45 Light	7	84	23.01	1.5623	1.5623	1.2274
Helvetica Neue 45 Light	7	84	28.89	1.9615	1.9615	1.5411
Helvetica Neue 45 Light	7	84	29.07	1.9737	1.9737	1.5507
Helvetica Neue 45 Light	7	84	35.07	2.3811	2.3811	1.8707
Helvetica Neue 45 Light	7	84	39.03	2.6500	2.6500	2.0819
Helvetica Neue 45 Light	7	84	41.13	2.7926	2.7926	2.1940
Helvetica Neue 45 Light	7	84	47.19	3.2040	3.2040	2.5172
Helvetica Neue 45 Light	7	84	49.11	3.3344	3.3344	2.6196
Helvetica Neue 45 Light	7	84	53.19	3.6114	3.6114	2.8373
Helvetica Neue 45 Light	7	84	59.25	4.0229	4.0229	3.1605
Helvetica Neue 45 Light	7	84	124.50	8.4531	8.4531	- 6.6411
Spartan Book Classified	6	90	5.64	0.3574	0.3574	0.2808
Spartan Book Classified	6	90	8.61	0.5456	0.5456	0.4287

State law allows state agencies, municipalities, and any other units of government may place an order for public notices in a display or classified manner. Section 985.08(7), Wis. Stats., provides as follows: "The discretion of utilizing the display method of publishing official materials shall be vested solely in the public authority ordering such publication and the rate charged for publication in this instance shall not exceed the regular commercial display advertising rate of the publisher."

### Part 3 - Facsimile Ballots

Fees for publishing facsimile ballots are calculated by area. The fee is charged as if the area occupied by the ballot were set in the standard line described in s. 985.08 (2)(a), Wis. Stats. A standard line shall be 6-point Spartan lightface set on a 6-point slug without spacing between the lines, and 11 picas in length. Nonstandard type faces and line lengths shall be allowed with adjustments in fees according to variations in type set and line length.

The adjusted facsimile ballot rates are calculated by multiplying the current standard line rate of \$.7049 first insert and \$.5538 subsequent insertion by 12 (lines per inch) then dividing by 11 picas per column and applying the newspaper's circulation adjustment. Use the following worksheet to calculate fees for facsimile ballots:

- a) Measure the width of the ballot in picas (1 inch = 6 picas = 72 points):
- b) Measure the height (single column) of the ballot in inches:
- c) Multiply line (a) times line (b) equals:
- d) Enter the appropriate adjusted facsimile ballot rate, below:

\$
----

Range	Circulation Adjust.	Ballots
First Insert: 0.7049		
8,0000 or less	0%	0.7690
8,001-12,000	15%	0.8843
12,001-16,000	30%	0.9997
16,001-20,000	45%	1.1150
20,001-24,000	60%	1.2304
24,001 and up	75%	1.3457
Subsequent Insert: 0	.5538	
8,0000 or less	0%	0.6041
8,001-12,000	15%	0.6948
12,001-16,000	30%	0.7854
16,001-20,000	45%	0.8760
20,001-24,000	60%	0.9666
24,001 and up	75%	1.0573

March 19, 2012 Page 3 of 4

Ballots shall be published per the copy furnished by the county and municipal clerks. Introductory and descriptive text includes material which accompanies the ballot but which in itself is not part of the actual ballot. Fees for such are not calculated as facsimile ballots. Unless directed otherwise by the election official, this material should be published using the appropriate legal notice font and line rate from this certification. (Please refer to s. 5.94, Wis. Stats.)

SIZE: Facsimile ballots may not be enlarged. If appropriate to provide a proper fit for a newspaper's standard column width, ballots may be reduced in size photographically. If reduced, the fee calculations are based on the area covered by the ballot as published, i.e., after it is reduced.

Chapter 10 of the Wisconsin Statutes provides the information necessary to publish election ballots in newspapers.

OPTICAL SCAN BALLOTS: These were developed after the requirements of Chapter 985 Wisconsin Statutes were established. Responsibility for readability lies with the county or municipality placing the notice.

### Part 4 -- General Information

QUALIFICATIONS: Section 985.03, Wis. Stats., establishes the minimum requirements for a newspaper to be eligible to publish legal notices. See 985.03(1) for clarification of the following:

- a) Has been published regularly and continuously for 2 of the 5 preceding years in the city, village or town where published.
- b) Has had a bona fide paid circulation during the period in (a) above which constitutes 50% or more of its circulation.
- c) That has had actual subscribers at each publication of not less than 1,000 copies in 1st and 2nd class cities, or 300 copies if in 3rd and 4th class cities, villages or towns.
- d) Appears at regular intervals and at least once a week and contains reports of happenings of recent occurrence of a varied character, such as political, social, moral and religious subjects, designed to inform the general reader.

MEASUREMENTS: For purposes of this certification, 1 inch = 6 picas = 72 points.

RATES: Wisconsin Statutes establish the standard line rate for publication of legal notices and the biennial adjustment procedure. The adjusted rates for each newspaper are calculated by adjusting for the font alphabet length, the newspaper's column width(s), and total paid circulation. (Please refer to s. 985.08(2)(a), Wis. Stats.)

INSERTION: Use first insertion rates to calculate fees for the first date a notice or ballot is published. First insertion rates include an allowance for preparatory work by the publisher. Use subsequent insertion rates for repeat publications of the same notice or ballot, i.e., when no additional preparation is needed.

CAMERA-READY COPY: When camera-ready copy for the entire notice or substantial areas thereof is provided, eliminating typesetting, enlargements or reductions, or other changes by the newspaper, the maximum rate is the same as the maximum rate established under sub.(1) for subsequent insertions. (Please refer to s. 985.08 (2)(b), Wis. Stats.))

TEAR SHEETS: Upon request, a tear sheet proof of a multiple insertion notice shall be mailed to the advertiser or the advertiser's attorney within 72 hours after the first insertion, and an additional charge of \$1 for such tear sheet proof may be made. (Please refer to s. 985.08 (8), Wis. Stats.)

AFFIDAVITS: The fee for an affidavit of publication shall be \$1.00. (Please refer to s. 985.12(4), Wis. Stats.)

RENEWALS: Issued every two years will be updated legal notice rate certifications to newspapers who meet the requirements. Newspapers need to contact the State Bureau of Procurement for any changes in address, font, column width or any of the items listed in this certification. (Please refer to s. 985.08(1), Wis. Stats.)

Newspapers must contact the Department of Administration for any changes in public notice contact person, address, font, column width, and/or any of the items listed in this certification.

If you have any questions about this certification, please write to me at my email address: gail.endres@wisconsin.gov or telephone me at (608) 264-7658.

Sincerely,

Gail Endres

Newspaper Certification Program

Gail Endres

Comments: NEW

A / P CHECK REGISTER

PAGE: 1

PACKET: 03619 MAY 2012 COUCNIL 2 5-15-12

VENDOR SET: 01

VENDOR	NAME / I.D.	DESC	CHEC TYPE		DISCOUNT	AMOUNT	CHECK	CHECK AMOUNT
4632	ACCURATE APPRAISAL LI	LC						
	I-201205100985	ACCURATE APPRAISAL LLC	R	5/15/2012		11,100.00CR	064582	11,100.00
6426	ACL 1-201204-0	ACL		5/15/2012		00.4000	064500	00.40
	1-101209-0	NOII	v	3/13/2012		80.40CR	004363	80.40
0217	AGRI-PARTNERS COOPERA	ATIVE						
	C-201205090963	AGRI-PARTNERS COOPERATIVE	R	5/15/2012		3.79	064584	
	I-201205090961	AGRI-PARTNERS COOPERATIVE	R	5/15/2012		5.69CR	064584	
	I-201205090962	AGRI-PARTNERS COOPERATIVE	R	5/15/2012		29.36CR	064584	31.26
0302	AIRGAS NORTH CENTRAL							
-	I-105619022 I-105662194	AIRGAS NORTH CENTRAL		5/15/2012		187.44CR		
	I-105662704	AIRGAS NORTH CENTRAL AIRGAS NORTH CENTRAL		5/15/2012 5/15/2012		90.42CR 108.36CR		
	I-105662705	AIRGAS NORTH CENTRAL		5/15/2012		276.57CR		662.79
				0, 40, 401		270.0701	001002	502.75
2982	ALL CITY COMMUNICATION	ONS						
	I-4699567-050112	ALL CITY COMMUNICATIONS	R	5/15/2012		177.93CR	064586	177.93
6559	AMERICAN PAVEMENT SOI	LUTIONS INC						
	I-12-13 (1)	AMERICAN PAVEMENT SOLUTIONS IN	I R	5/15/2012		95,348.00CR	064587	95,348.00
0013	ARAMARK UNIFORM SERVI	ICTS INC						
0010		ARAMARK UNIFORM SERVICES INC	R	5/15/2012		289.44CR	064588	289.44
						27777731		232.17
0441	BADGER METER INC							
	1-94900601	BADGER METER INC	. R	5/15/2012		1,722.37CR	064589	1,722.37
0020	BADGERLAND PRINTING	INC						
	I-19625	BADGERLAND PRINTING INC	R	5/15/2012		47.93CR	064590	
	I-19653	BADGERLAND PRINTING INC		5/15/2012		299.00CR		
	1-19654	BADGERLAND PRINTING INC		5/15/2012		40.00CR		
	I-19704	BADGERLAND PRINTING INC	R	5/15/2012		2,190.00CR	064590	2,576.93
0023	BATTERIES PLUS LLC							
	I-501-358528	BATTERIES PLUS LLC	R	5/15/2012		19.96CR	064591	
	I-501-358948	BATTERIES PLUS LLC				73.81CR	064591	
	I-501 <b>-</b> 359163	BATTERIES PLUS LLC	R	5/15/2012		155.50CR	064591	
	I-501-359748	BATTERIES PLUS LLC	R	5/15/2012		99.50CR	064591	348.77
0132	BAY AREA HUMANE SOCIE	STY AND						,
	I-APR2012-DEP	BAY AREA HUMANE SOCIETY AND	R	5/15/2012		310.00CR	064592	310.00

PACKET: 03619 MAY 2012 COUCNIL 2 5-15-12

VENDOR SET: 01

17711P.CV			CHEC		CHECK			CHECK	CHECK
VENDOR	NAME / I.D.	DESC	TYPE	E	DATE	DISCOUNT	TRUDOMA	#OM	AMOUNT
6404	BAY AREA TESTING & C	ONSULTING							
	I-284	BAY AREA TESTING & CONSULTING	R	5/1	5/2012		233.50CR	064593	233.50
0027	BAY TOWEL, INC								
	I-1452107	BAY TOWEL INC	R	5/1	5/2012		127.29CR	064594	
	I-1453417	BAY TOWEL INC	R	5/1	5/2012		68.62CR	064594	
	I-1456572	BAY TOWEL INC	R	5/1	5/2012		48.66CR	064594	
	I-1456573	BAY TOWEL INC	R	5/1	5/2012		67.05CR	064594	
	I-1458480	BAY TOWEL INC	R	5/1	5/2012		125.39CR	064594	
	I-1459777	BAY TOWEL INC	R	5/1	5/2012		35.65CR	064594	
	I-1462915	BAY TOWEL INC	R	5/1	5/2012		35.64CR	064594	508,30
0028	BAY VERTE MACHINERY	INC							
	I-170333-00	BAY VERTE MACHINERY INC	R	5/1	5/2012		347.00CR	064595	347.00
0025	BAYCOM INC								
	I-140599	BAYCOM INC	R	5/1	5/2012		27.50CR	064596	27.50
0020									
0038	BROADWAY AUTOMOTIVE								
	I-601316P	BROADWAY AUTOMOTIVE INC	R	5/1	5/2012		134.48CR	064597	134.48
0790	Photos corpus areas								
0790	BROWN COUNTY CLERK								
	I-2012-SPRING 23	BROWN COUNTY CLERK	R	5/1	5/2012		3,258.94CR	064598	3,258.94
0888	BROWN COUNTY HEALTH 1	DE DE							
2000	I-2012-021	BROWN COUNTY HEALTH DEPT	-	5 / 3	C /2010				
	1-2012-023	BROWN COUNTY HEALTH DEPT			5/2012		1,852.91CR		
	1 2012 025	BROWN COOKIT READIN DEFT	70	3/1.	5/2012		577.45CR	064599	2,430.36
0042	BROWN COUNTY HIGHWAY	COMMISSION							
	I-201205090964	BROWN COUNTY HIGHWAY COMMISSIO	5	5/1	5/2012		3 :20 20cp	054500	2 150 00
		promise departs when min committees	24	3/1.	J/ 2012		3,120.20CR	064600	3,120.20
2944	BROWN COUNTY JAIL								
	1-201205100986	BROWN COUNTY JAIL	R	5/13	5/2012		240.00CR	064601	
	I-201205100987	BROWN COUNTY JAIL			5/2012		2,160.00CR		3 400 00
				0, 1	3, 2012		2,100.00CA	004607	2,400.00
0046	BROWN COUNTY PORT SOI	LID WASTE DEPT							
	I-14440	BROWN COUNTY PORT SOLID WASTE	R	5/1	5/2012		149.20CR	064602	
	I-18629	BROWN COUNTY PORT SOLID WASTE	R	5/15	5/2012		14,346.53CR	064602	
	I-18644	BROWN COUNTY PORT SOLID WASTE	R	5/15	5/2012		321,60CR		14,817.33
5640	BROWNELLS INC								
	1-7535505.00	BROWNELLS INC	R	5/15	5/2012		61.69CR	064603	61.69

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			CHEC	K CHECK			CHECK	CHECK
VENDOR	NAME / I.D.	DESC	TYPE	DATE	DISCOUNT	TRUOMA	NO#	AMOUNT
6105	BUELOW VETTER							
	I-4	BUELOW VETTER	R	5/15/2012		3,500.00CR	064604	3,500.00
0115	CARQUEST AUTO PARTS							
0113		CARQUEST AUTO PARTS LLC	n	E/1E/2012		23 0400	064605	11.94
	1 0000 140000	CANQUEST AUTO PARTS DEC	Α.	3/13/2012		11.94CR	004003	11.94
1962	CASPERS TRUCK EQUIPM	ENT INC						
	1-59286	CASPERS TRUCK EQUIPMENT INC	R	5/15/2012		54.58CR	064606	
	1-59479	CASPERS TRUCK EQUIPMENT INC	R	5/15/2012		4.68CR	064606	59.26
6468	CENTRAL SERVICE CENT	ER					:	
	I-20691	CENTRAL SERVICE CENTER	R	5/15/2012		438.95CR	064607	
	I-20735	CENTRAL SERVICE CENTER		5/15/2012		493.75CR	064607	
	1-20736	CENTRAL SERVICE CENTER	R	5/15/2012		473.75CR	064607	1,406.45
2708	CLEANING SOLUTION SE	RVICES INC						
		CLEANING SOLUTION SERVICES INC	I R	5/15/2012		1,225.00CR	064608	
	I-05-730B	CLEANING SOLUTION SERVICES INC				1,261.85CR		
	1-05-7344	CLEANING SOLUTION SERVICES INC		5/15/2012		73.96CR		
	I-05-734B	CLEANING SOLUTION SERVICES INC		5/15/2012		200.00CR		
	I-05-7360	CLEANING SOLUTION SERVICES INC				134.07CR		2,894.88
0063	DAANEN & JANSSEN INC							
	I~121523	DAANEN & JANSSEN INC	R	5/15/2012		10,50CR	064609	10.50
0075	DIGGERS HOTLINE INC							
	I-120 4 36401	DIGGERS HOTLINE INC	R	5/15/2012		672.62CR	064610	672.62
6110	E J WELCH COMPANY IN	c						
		E J WELCH COMPANY INC	R	5/15/2012		32.79CR	064611	32.79
0085	EMERGENCY MEDICAL PR	ODUCTS INC						
	I-1457695	EMERGENCY MEDICAL PRODUCTS INC	R	5/15/2012		326.70CR	064612	326.70
0086	EMPLOYEE RESOURCE CE	NTER INC						
	I-0412-371	EMPLOYEE RESOURCE CENTER INC	R	5/15/2012		342.50CR	064613	342,50
4015								
4915	ENVIROTECH EQUIPMENT		_	£ 13 £ /\$\$		505:		
	I-042112-5A	ENVIROTECH EQUIPMENT CO, LLC	R	5/15/2012		508.73CR	Ub4614	508,73
2839	FAULKS BROS CONSTRUC	דומת זמכ						
2000	I-180341	FAULKS BROS CONSTRUCTION INC	R	5/15/2012		547.20CR	064615	547.20
			11	_, _, _, _, _, _		J.7.20CM	30,010	077.20

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VENDOR SET: 01

			CHEC	K CHECK			CHECK	CHECK
VENDOR	NAME / I.D.	DESC	TYPE	DATE	DISCOUNT	TRUOMA	NO#	AMOUNT
2627	FESTIVAL FOODS INC							
	1-201205090965	FESTIVAL FOODS INC	R	5/15/2012		48.99CR	064616	
	I-201205090966	FESTIVAL FOODS INC	R	5/15/2012		10.95CR	064616	59.94
0096	FIRE APPARATUS & EQUI	PMENT INC						
	I-10852	FIRE APPARATUS & EQUIPMENT INC	R	5/15/2012		6,942.05CR	064617	6,942.05
0110	G & K SERVICES INC							
	I-1011584089	G & K SERVICES INC	R	5/15/2012		178.65CR	064618	
	I-1011589906	G & K SERVICES INC	R	5/15/2012		89.36CR	064618	268.01
0562	GALL'S INC							
	I-512111870	GALL'S INC	R	5/15/2012		41.29CR	064619	
	I-5121146B3	GALL'S INC	R	5/15/2012		108.48CR	064619	149.77
1991	GANNETT WI MEDIA							
	1-6319079	GANNETT WI MEDIA	R	5/15/2012		310.56CR	064620	310.56
0111	GAT SUPPLY INC							
0121	I-2133	CAR CURRIN THE		C (4 C / 4 4				
	1-2133	GAT SUPPLY INC	K	5/15/2012		39,60CR	064621	39.60
0116	GRAINGER INC							
0210	I-980634580B	GRAINGER INC	-	E / 1 E / 2012		25 25 25	004500	
	I-9812398635	GRAINGER INC		5/15/2012 5/15/2012		35.35CR		
	1-9813429595	GRAINGER INC		5/15/2012		85.10CR		102.15
		514111162111 2116	11	5/1 <b>5/2</b> 012		70.74CR	064622	191.19
4030	GREEN BAY HOME MEDICA	L EOUIPMENT						
		GREEN BAY HOME MEDICAL EQUIPME	R	5/15/2012		59.70CR	064623	59.70
				-,		37.7001	004023	59.70
4902	HALRON LUBRICANTS INC							
	C-500450	HALRON LUBRICANTS INC	R	5/15/2012		20.00	064624	
	C-500668-00	HALRON LUBRICANTS INC	R	5/15/2012		485,47		
	I-500450-00	HALRON LUBRICANTS INC	R	5/15/2012		1,250.19CR		744.72
0446	HAWKINS INC							-
	I-3330280RI	HAWKINS INC	R	5/15/2012		4,842.89CR	064625	4,842.89
3521	HD SUPPLY WATERWORKS	LTD						
	I-4687831	HD SUPPLY WATERWORKS LTD	R	5/15/2012		1,305,96CR	064626	
	1-4701405	HD SUPPLY WATERWORKS LTD	R	5/15/2012		197.50CR	064626	
	I-4710536	HD SUPPLY WATERWORKS LTD	R	5/15/2012		164.92CR	064626	1,658.38

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			CHEC	K CHECK			CHECK	CHECK
VENDOR	NAME / I.D.	DESC	TYPE		DISCOUNT	AMOUNT	NO#	AMOUNT
6515	HJ MARTIN AND SON INC							
	I-415167	HJ MARTIN AND SON INC	R	5/15/2012		15.00CR	064627	15.00
5484	HYDRO DESIGNS INC							
	I-26639-IN	HYDRO DESIGNS INC	R	5/15/2012		2,876.00CR	064628	
	I-26673-IN	HYDRO DESIGNS INC	R	5/15/2012		1,657.00CR	064628	4,533.00
3468	ID-ACCESS							
	I-762	ID-ACCESS	R	5/15/2012		10.00CR	064629	10,00
1399	INDOFF INC							
	C-2076875	INDOFF INC		5/15/2012		129.63	064630	
	C-2078251	INDOFF INC		5/15/2012		56.99	064630	
	I-2057972	INDOFF INC		5/15/2012		170.97CR		
	1-2071913	INDOFF INC		5/15/2012		595.61CR		
	I-2072019	INDOFF INC		5/15/2012		87.15CR		
	I-2072139	INDOFF INC		5/15/2012		170.50CR		
	1-2072641	INDOFF INC		5/15/2012		407.84CR		
	I-2073035 I-2073847	INDOFF INC		5/15/2012		112.58CR		
	1-2075942	INDOFF INC		5/15/2012 5/15/2012		15,90CR		
	1-2076680	INDOFF INC		5/15/2012		638.40CR 14.18CR		
	I-2078524	INDOFF INC		5/15/2012		14.18CR		
	I-2078987	INDOFF INC		5/15/2012		72.02CR		2,111.47
				0,10,2012		72.02QR	004030	2,111.47
6120	INNOVATION STUDIOS							
	I-201205090967	INNOVATION STUDIOS	R	5/15/2012		1,750.00CR	064631	1,750.00
3891	J-H APPRAISALS LLC							
	I-201205090968	J-H APPRAISALS LLC	R	5/15/2012		2,100.00CR	064632	2,100.00
6529	JANKE GENERL CONTRACT	ORS INC						
	I-2007-2028.00 (4)	JANKE GENERL CONTRACTORS INC	R	5/15/2012		209,307.00CR	064633	209,307.00
0141	JEFFERSON FIRE & SAFE	TY INC						
	I-186638	JEFFERSON FIRE & SAFETY INC	R	5/15/2012		120.40CR	064634	120,40
1276	JX ENTERPRISES INC							
	C-D-221030006	JX ENTERPRISES INC	R	5/15/2012		22.88	064635	
	I-D-221090153	JX ENTERPRISES INC	Ŕ	5/15/2012		67.41CR	064635	
	I-D-221160079	JX ENTERPRISES INC	R	5/15/2012		64,90CR	064635	
	I-D-221160112	JX ENTERPRISES INC		5/15/2012		14.05CR	064635	
	I-D-221180019	JX ENTERPRISES INC		5/15/2012		302.10CR		
	1-p-221180089	JX ENTERPRISES INC		5/15/2012		91.71CR		
	I-D-221230023	JX ENTERPRISES INC		5/15/2012		22.48CR		
	I-D-221230094	JX ENTERPRISES INC		5/15/2012		6.01CR		
	I-S-221080072	JX ENTERPRISES INC	R	5/15/2012		1,204,86CR	064635	1,750.64

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VENDOR SET: 01

VENDOR	NAME / I.D.	DESC	CHEC		DISCOUNT	TNUOMA	CHECK NO#	CHECK
3140	KUNDINGER FLUID POWER	INC KUNDINGER FLUID POWER INC	R.	5/15/2012		1,169.99CR	064636	1,169.99
0153	LAFORCE INC I-697531 RI	LAFORCE INC		5/15/2012		3,189.00CR	064637	3,189.00
0156	LAWSON PRODUCTS INC I-9300763958	LAWSON PRODUCTS INC	R	5/15/2012		557,02CR	064638	557.02
1105	LEDGEVIEW, TOWN OF	LEDGEVIEW, TOWN OF	R	5/15/2012		20.67CR	064639	20.67
6214	MABAS DIV 112 - APPAF I-201205090971	REL MABAS DIV 112 - APPAREL	R	5/15/2012		345.50¢R	064640	345.50
5972	MC CLONE INSURANCE GF	ROUP  MC CLONE INSURANCE GROUP	R	5/15/2012		2,500.00CR	064641	2,500.00
4254	MEACHAM NURSERY	MEACHAM NURSERY	R	5/15/2012		1,210.28CR	064642	1,210.28
0173	MENARDS INC I-50485 I-51903	MENARDS INC		5/15/2012 5/15/2012		35.24CR 17,76CR	064643 064643	53.00
5891	MIDWEST ENGINEERING : I-G250021-IN	SERVICES INC	I R	5/15/2012		596,24CR	064644	596,24
0175	MIDWEST RADAR & EQUI	PMENT MIDWEST RADAR & EQUIPMENT	R	5/15/2012		59.80CR	064645	59,80
6368	MJ COLLISION CENTER	MJ COLLISION CENTER	R	5/15/2012		132.00CR	064646	132.00
4813	MODERN BUSINESS MACH	INES INC MODERN BUSINESS MACHINES INC	R	5/15/2012		1,303,36CR	064647	1,303.36
6560	MUELLER ELECTRIC	MUELLER ELECTRIC	R	5/15/2012		114,791.85CR	064648	114,791.85
1475	MUNICIPAL CODE CORP I-216802	MUNICIPAL CODE CORP	R	5/15/2012		719.27CR	064649	719.27

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VENDOR SET: 01

			CHEC	K CHECK			CHECK	CHECK
VENDOR	NAME / I.D.	DESC	TYPE	DATE	DISCOUNT	TNUOMA	ио₩	AMOUNT
0076	NASSCO INC							
	I-S1581817.001	NASSCO INC	R	5/15/2012		140.28CR	064650	140.28
4244	NICK'S BMW LLC							
	I-50136	NICK'S BMW LLC -	12	5/15/2012		507.86CR	064651	507.86
		N.O. O ZIM ZZO	,	0/10/2012		307.0001	004031	,
3191	NIELSON COMMUNICATION	NS INC						
	I-GB12-14283	NIELSON COMMUNICATIONS INC	R	5/15/2012		21.00CR	064652	
	I-GB12-14284	NIELSON COMMUNICATIONS INC	R	5/15/2012		16.00CR	064652	37.00
6250	NORTH AMERICAN FLY &	TRADING						
	1-25436	NORTH AMERICAN FLY & TRADING	R	5/15/2012		382.40CR	064653	382,40
0531	NODERUTA OR ALITO DARGO	****						
0231	NORTHEAST AUTO PARTS I-267351	NORTHEAST AUTO PARTS INC	Б	5/15/2012		20.2000	DC4CE4	
	1-267389	NORTHEAST AUTO PARTS INC		5/15/2012		29.38CR		
	1-267396	NORTHEAST AUTO PARTS INC		5/15/2012		15,25CR		
	1-267397	NORTHEAST AUTO PARTS INC		5/15/2012		53.00CR		
	I-267464	NORTHEAST AUTO PARTS INC		5/15/2012		4.91CR		
	I-267646	NORTHEAST AUTO PARTS INC				10.90CR		
	1-267830	NORTHEAST AUTO PARTS INC		5/15/2012 5/15/2012		6.79CR		120.00
	1 20/030	NORTHEAST NOTO PARTS INC	K	3/13/2012		11.99CR	064654	132.22
0571	NORTHERN PIPE EQUIPME	ENT INC						
	I-32-15 (1)	NORTHERN PIPE EQUIPMENT INC	R	5/15/2012		19,771.53CR	064655	19,771.53
0966	OLD DOMINION BRUSH							
	I-24066-IN	OLD DOMINION BRUSH	R	5/15/2012		414.90CR	064656	
	I-24618-IN	CLD DOMINION BRUSH	Ŕ	5/15/2012		84,50CR	064656	499.40
4728	OSHKOSH FIRE & POLICE	_						
	I-146228	OSHKOSH FIRE & POLICE EQUIPMEN	R	5/15/2012		1,130.00CR	064657	1,130.00
1020	OVERHEAD DOOR CO OF (	GREEN BAY						
	I-BAY1824873	OVERHEAD DOOR CO OF GREEN BAY	Ŕ	5/15/2012		153.50CR	064658	153,50
			,,	0,10,2012		100.0001	004000	133,30
4641	PACE ANALYTICAL SERVI	ICES INC						
	I-124055578	PACE ANALYTICAL SERVICES INC	R	5/15/2012		40,00CR	064659	
	I-124055656	PACE ANALYTICAL SERVICES INC	R	5/15/2012		40.00CR	064659	\$0.00
0197	PACKER CITY INTERNATI	IONAL INC						
	I-1-221240018	PACKER CITY INTERNATIONAL INC	R	5/15/2012		230.52CR	064660	
	1-3-221070046	PACKER CITY INTERNATIONAL INC	R	5/15/2012		278,69CR	064660	509.21

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VENDOR	NAME / I.D.	DESC		K CHECK DATE	DISCOUNT	AMOUNT	NO#	CHECK AMOUNT
4476		CORP PAUL CONWAY SHIELDS CORP	R	5/15/2012		6,504.00CR	064661	6,504.00
3401	PETERS CONCRETE COMPA	NNY INC PETERS CONCRETE COMPANY INC	R	5/15/2012		71,204.78CR	064662	71,204.78
5516		PFOTENHAUER, MARY JO	R	5/15/2012		9.44CR	064663	9.44
1246		PREVEA WORKMED INC	R	5/15/2012		111,00CR	064664	111.00
	PRO ONE JANITORIAL II	NC PRO ONE JANITORIAL INC	R	5/15/2012		992.18CR	064665	992.18
3654	R J MARX, INC 1-12-10617	R J MARX, INC	R	5/15/2012		295.20CR	064666	295.20
5973	RAE-COR DISTRIBUTING	LLC RAE-COR DISTRIBUTING LLC	R	5/15/2012		809.12CR	064667	809.12
3450		LC RASMUSSEN ELECTRIC LLC	R	5/15/2012		130,00CR	064668	130.00
0228		ONSIN INC RENT A FLASH OF WISCONSIN INC	: R	5/15/2012		766.00CR	064669	766,00
5393		RATION. RICOH AMERICAS CORPORATION	R	5/15/2012		467.90CR	064670	467.90
0222	RNOW INC I-41724	RNOW INC	R	5/15/2012		396.37CR	064671	396.37
6380	ROCK OIL REFINING IN	IC ROCK OIL REFINING INC	R	5/15/2012		45.00CR	064672	45.00
5114	SAINT NORBERT COLLEC	GE INC SAINT NORBERT COLLEGE INC	R	. 5/15/2012		62.50CR	064673	62.50
0235	SAINT VINCENT HOSPIT	TAL SAINT VINCENT HOSPITAL	R	5/15/2012		85.73CR	064674	85.73

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VENDOR	NAME / I.D.	DESC	CHEC TYPE		DISCOUNT	AMOUNT	CHECK	CHECK AMOUNT
4168	SCHAEFER SYSTEMS INTE	RNATIONAL INC						
	I-WARA140426	SCHAEFER SYSTEMS INTERNATIONAL	R	5/15/2012		5,885.00CR	064675	5,885.00
6563	SCHILLINGER & ASSOC I	NC						
	I-411492H	SCHILLINGER & ASSOC INC	R	5/15/2012		218.20CR	064676	218.20
0239	JUDITH SCHMIDT LEHMAN							
	I-201205090973	JUDITH SCHMIDT LEHMAN	R	5/15/2012		152.63CR	064677	152.63
0248	SHOPKO CO LLC							
	T-201205100988	SHOPKO CO LLC	R	5/15/2012		14.99CR	064678	14.99
1446	SNAP ON INDUSTRIAL							
	I-ARV/16985238	SNAP ON INDUSTRIAL	R	5/15/2012		33.31CR	064679	33.31
5837	SOS TECHNOLOGIES							
	I-50606	SOS TECHNOLOGIES	R	5/15/2012		60.95CR	064680	60.95
			-					
0252	SOUTHSIDE TIRE CO INC							
4	1-3014635	SOUTHSIDE TIRE CO INC	R	5/15/2012		76.45CR	064681	76.45
0999	STAPLES ADVANTAGE							
	I-113136990	STAPLES ADVANTAGE	R	5/15/2012		89.76CR	064682	
	I-113192705	STAPLES ADVANTAGE	R	5/15/2012		129.80CR	064682	
	I-113256026	STAPLES ADVANTAGE	R	5/15/2012		212.44CR	064682	
	I-113256753	STAPLES ADVANTAGE	R	5/15/2012		1,044.20CR	064682	
	I-113256758	STAPLES ADVANTAGE	R	5/15/2012		900.92CR	064682	2,377.12
0257	STREICHER'S INC							
	1-1922128	STREICHER'S INC	R	5/15/2012		141.95CR	064683	141.95
0268	TRUCK EQUIPMENT INC							
	I-530400	TRUCK EQUIPMENT INC	R	5/15/2012		25.99CR	064684	25.99
0272	UNIFORM SHOPPE INC							
	T-209196	UNIFORM SHOPPE INC	R	5/15/2012		110.95CR	064685	
	I-209203	UNIFORM SHOPPE INC	R	5/15/2012		58.95CR		
	I-209228	UNIFORM SHOPPE INC	R	5/15/2012		19.90CR	064685	
	I-209280	UNIFORM SHOPPE INC	R	5/15/2012		117.90CR	064685	
	I-209284	UNIFORM SHOPPE INC	R	5/15/2012		40.00CR	064685	347.70
- 4.								
1911	UNITED PARCEL SERVICE		_	E 44 E 40 0 0 0				
	I-70A6Y6162	UNITED PARCEL SERVICE INC		5/15/2012		48.26CR		
	I-70A6Y6172	UNITED PARCEL SERVICE INC		5/15/2012		28.09CR		. 03.50
	I-70A6Y6182	UNITED PARCEL SERVICE INC	к	5/15/2012		17.55CR	U 9 4 5 5 5	93.90

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VENDOR	NAME / I.D.	DESC		CHECI		DYGGGING	THEFT	CHECK	CHECK
VENDOR	NAME / 1.D.	DESC		TYPE	DATE	DISCOUNT	AMOUNT	NO#	AMOUNT
4696	US CELLULAR								
	I-202075789-088	US CELLULAR		R	5/15/2012		103.30CR	064687	103.30
2778	WCPPA 5. ENGLEMAN,	TREAS.				•			
	1-201205090974	WCPPA S. ENGLEM	IAN, TREAS.	R	5/15/2012		75.00CR	064688	75.00
4528	WELSING & ASSOCIATES	5							
	1-126831	WELSING & ASSOCIA	TES	R	5/15/2012		87.00CR	064689	87.00
0282	UPGGG DIGERIANAN T								
0262	WESCO DISTRIBUTION I I-803421	NC WESCO DISTRIBUTIO	N INC	ь	E /3 € /2 02 2		45 CO CT	254525	
	I-837493	WESCO DISTRIBUTION			5/15/2012 5/15/2012		45.60CR 190.92CR		
	I-837496	WESCO DISTRIBUTIO			5/15/2012		352.47CR		
	I-837498	WESCO DISTRIBUTIO			5/15/2012		71.58CR		
	1-843301	WESCO DISTRIBUTIO		R	5/15/2012		21.27CR		
	I-844480	WESCO DISTRIBUTIO	N INC	R	5/15/2012		16.13CR	064690	
	I-844746	WESCO DISTRIBUTIO	N INC	R	5/15/2012		171.36CR	064690	869.33
2645	WI DEPT OF JUSTICE C	RIME INFO BUREA							
	I-T13074	WI DEPT OF JUSTIC	E CRIME INFO	R	5/15/2012		300.00CR	064691	
	I-T13075	WI DEPT OF JUSTIC	E CRIME INFO	R	5/15/2012		822.00CR	064691	1,122,00
0001	MI DEAD OF THOMISE	****							
0291	WI DEPT OF JUSTICE T		D BTVE VEDT		5 /4 5 /00-0				
	1-201205090975	WI DEPT OF JUSTIC	E TIME MADI	R	5/15/2012	,	119.00CR	064692	119.00
0294	WI DEPT OF TRANSPORT	ATION BBS							
	I-L17039	WI DEPT OF TRANSP	ORTATION BBS	R	5/15/2012		0.92CR	064693	
	I-L17527	WI DEPT OF TRANSP	ORTATION BBS	R	5/15/2012		890.51CR		891.43
						•			
0285	WILLEMS LANDSCAPE SE	RVICE INC							
	I-99460	WILLEMS LANDSCAPE	SERVICE INC	R	5/15/2012		40.00CR	064694	40.00
1547	JADE WITT								
	1-201205090976	JADE WITT		R	5/15/2012		83.08CR	064695	83.08
	* * TOT	'ALS * *	NO#	DY.5	SCOUNTS	CHECK AMT	TOTAL A	חקד.זקק	
	REGULAR	CHECKS:	114		0.00	631,954.01		54.01	
	HANDWRIT	TEN CHECKS:	0		0.00	0,00	, -	0.00	
	PRE-WRIT	E CHECKS:	0		0.00	0.00		0.00	
	DRAFTS:		0		0.00	0.00		0.00	
	VOID CHE	CKS:	0		0.00	0.00		0.00	
	NON CHEC	KS:	0		0.00	0.00		0.00	
	CORRECTI	ONS:	0		0.00	0.00		0.00	
	REGISTER	TOTALS:	114		0.00	631,954.01	631,9	54.01	

5/10/2012 1:55 PM A / F CHECK REGISTER

PACKET: 03619 MAY 2012 COUCNIL 2 5-15-12

VENDOR SET; 01

BANK : AP ASSOCIATED

CHECK CHECK

PAGE: 11

### \*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
	5 10040	
100	5/2012	96,340.44CR
201	5/2012	448.24CR
208	5/2012	92.82CR
235	5/2012	209,307.00CR
405	5/2012	190,692.68CR
415	5/2012	1,669.39CR
601	5/2012	131,029.98CR
650	5/2012	2,373.46CR
=======		
ALL		631,954.01CR

### CITY OF DE PERE - May 15, 2012

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Ò	Temporary Operato	or License for the 2010-2012 Licensing Perio	od	<u> </u>	L
1	KEEHAN, AMY S.	1925 CHARLES STREET	DE PERE	WI	54115
2	SUMMERSIDE, MARGARET E.	614 RANDALL AVENUE	DE PERE	+	54115
3	SUMMERSIDE, PAUL R.	614 RANDALL AVENUE	DE PERE		54115
4	VANDENLANGENBERG, JEAN A.	2213 BRICK DRIVE	GREEN BAY		54303
5	ZULLNER, SANDRA L.	211 NOB HILL LANE	DE PERE		54115
	1	nses for the 2012-2014 Licensing Period			
1	ALBERTS, BONITA A.	2054 CHARLES STREET	DE PERE	WI	54115
2	ALBERTS, JOSEPH N.	3499 TRESTLE	GREEN BAY	WI	54311
3	AUGUST, AARON J.	426 N. CHESTNUT	GREEN BAY	WI	54303
4	BALDWIN, CLARKE D.	130 N. MAPLE AVENUE	GREEN BAY	WI	54303
5	BELEKEVICH, HEIDI N.	236 CORNELLIUS MARTIN COURT	DE PERE	WI	54115
6,	BINS, BOBBI L.	633 N. MICHIGAN STREET	DE PERE	WI	54151
7	BORSKI, JOHN R.	2474 GARDEN HEIGHTS COURT	GREEN BAY	WI	54311
8	BOS, RENEE R.	1314 SCHEURING ROAD #3	DE PERE	_	54115
9	BOS, TINA G.	806 WILLIAM CHARLES COURT APT C	GREEN BAY		54304
10	BRADY, LAURA F.	2222 NICOLET DRIVE #4	GREEN BAY	-	54311
11	BROOKS, SUZANNE R.	1509 BRIQUELET STREET	GREEN BAY		54304
12	DANFIELD, LINDA L.	430C NANCY LANE #245	PULASKI		54162
13	DENUSZEK, LORNA K.	140E 2ND STREET B	KAUKAUNA	<del></del>	54130
14	EGILSSON, LAURA E.	2970 MOSSY OAK CIRCLE #95	GREEN BAY		54311
15	ENGELS, JULIE J.	2635 VAN VIEW	GREEN BAY		54311
16	FINENDALE, DEBRA J.	3174 CARNOUSTIE WAY	NEW FRANKEN		54229
17	FORTNEY, SCOTT L.	2155 GLOUCESTER DRIVE	GREEN BAY		54304
18	GINGRICH, ELYSE C.	1404 RIDGECREST TRAIL	ASHWAUBENON		54313
19	JOHNSON, AMANDA K.	816 VOELKER STREET	DE PERE		54115
20	KARAS, PHILIP C.	3108 SUNRAY LANE	GREEN BAY		54113
21	KETTNER, BRUCE T.	1754 O'HEARN LANE	DE PERE	+	54115
22	KIELBICKI, DEBRA M.	537 MORRIS AVENUE	GREEN BAY		54304
23	KLEIBER, BETH A.	327 LEE STREET	DENMARK		54208
24	KLEINSCHMIDT, TRACEY A.	4778 OVERLAND ROAD	ONEIDA		54155
25	KOLTZ, DENNIS J.	905 GEORGE STREET	DE PERE		54115
26	KUROWSKI-BELLEAU, THEODORE M.	W1472 TALL FEATHER WAY	SEYMOUR	<del></del>	54165
27	LABUMBARD, THOMAS G.	335 LAVERNE DRIVE	GREEN BAY		54311
28	LASEE, BONNIE A.	1535 N. ASHLAND AVENUE	DE PERE	+	54115
29	LISON, ANTHONY W.	1247 LAWE STREET	GREEN BAY		<del></del>
30	LIVINGOOD, BENJAMIN T.	2685 HUMBOLDT ROAD	<del></del>	-	54301
31	MARTINEZ, ZETA M.		GREEN BAY		54311
31		817 MARSHALL AVENUE	GREEN BAY		54303
	MATZ, BRENDA J.	3415 HILLTOP WAY	GREEN BAY	<del></del>	54301
33	MILLER, JACOB J.	911 THIRD STREET	DE PERE		54115
34	MLEZIVA, LISA M.	2941 THUNDERBYRD TRAIL	GREEN BAY	-	54313
35	MUELLER, TRACIE A.	N9275 COUNTY ROAD Y	SEYMOUR		54165
36	MULLEN, ASHLEY M.	764 FERNANDO DRIVE	DE PERE		54115
37	MYERS, JUDITH A.	1334 WAUBE LANE	GREEN BAY	+	54304
38	OLEYNICZAK, ANN M.	108 N. WINNEBAGO STREET	DE PERE	WI	54115

39	ORSTED, MARY KAY	1215 DOUSMAN	GREEN BAY	<del>!</del>	54303
	OTT, KATHRYN L.	508 N. ONTARIO STREET	DE PERE	<del></del>	54115
	OTTEN, AMANDA L.	1952 TERRY LANE	DE PERE		54115
	PATSKE, TAMMIE A.	1305 HILLCREST DRIVE	KAUKAUNA	1	54130
,	PEDERSEN, HOLLIE A.	1114 ALDRIN STREET	DE PERE		54115
	PIPER, BRADY D.	W368 COUNTY ROAD E	OCONTO FALLS	<del> </del>	54154
45	PORIOR, DORI L.	732 PARK STREET	DE PERE		54115
	PUTT, DESIRAE J.	1973 SCHEURING ROAD	DE PERE	WI	
47	RASMUSSEN, JAMES R.	1308 WIRTZ AVENUE	GREEN BAY		54304
48	SCHMIT, AMY J	N4233 BIRCH TRAIL	FREEDOM		54130
49	SEROOGY, ROBERT C.	2140 S. PINE TREE ROAD	DE PERE		54115
50	SMITS, AMANDA M.	1114 N. HAWTHORNE DRIVE	APPLETON		54915
51	SOQUET, BRUCE R.	2044 MUIRFIELD WAY	NEW FRANKEN		54229
52	STEPHANI, MARY JO	1151 S. ONEIDA STREET	GREEN BAY		54304
53	TORRES, CRYSTAL M.	1947 MINTEN WAY	DE PERE		54115
54	UECKER, JEREMY M.	421 TURNER STREET	WRIGHTSTOWN		54180
55	VAN DE HEI, JAMIE M.	1601 SAND ACRES DRIVE	DE PERE		54115
56	VANDEKREEKE, KENNETH J.	1118 SCHAUER LANE	GREEN BAY		54304
57	VETTER, JEREMY A.	3602 N. MARCOS LANE	APPLETON		54911
58	WAELCHLI, SUSAN R.	793 BROOKWOOD CIRCLE	ONEIDA		54155
59	WOOD, WAYNE A.	2283 LAWRENCE DRIVE	DE PERE	WI	54115