

AMENDED

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 June 19, 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.

*** Denotes Additional Item**

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 99 AT&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 15, 2012 regular meeting, May 22, 2012 special meeting and the June 6, 2012 regular meeting of the Common Council.
4. Public comment upon matters not on agenda or other announcements.
5. Recommendation from the Board of Public Works to award Project:
 - A. 12-04 – Street Reconstruction – Glenwood Avenue to Feaker & Sons Company.
 - B. 12-07 – Asphalt, Curb & Sewer Repair to Northeast Asphalt, Inc.
6. Recommendation from the Finance/Personnel Committee:
 - A. To approve request by Carol Tess to transfer \$1,000 donation for Claude-Allouez Bridge lighting to dock installations on the Fox River.
 - * B. To deny the request of Fire Chief Kiser to reinstate 2011 standby call-in procedure and overtime funding.
7. Recommendation from the License Committee:
 - A. Application for a “Class C” Wine Liquor License for Paintin’ Pottery or Bead It, 520 George Street.
 - B. 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.
 - C. Application for a Class “B” Beer & “Class B” Liquor License for Shakers Bar, 338 Main Avenue, De Pere.
 - D. Application for a Class “B” Beer & “Class B” Liquor License for Silver Fox (Previously Knights).

- E. Application for a Class “A” Fermented Malt Beverage License for GCS Scheuring Shell, 1511 Lawrence Drive.
 - F. Previously tabled application for a Class “B” Beer/ “Class B” Liquor License for Honey Hole II, 413 Main Avenue.
8. Ordinance #12-13, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.
 9. Resolution #12-63, Authorizing Economic Development Grant To Silver Fox GB, LLC.
 10. Resolution #12-64, Authorizing Agreement With GEI Consultants, Inc. (Observation and Analysis For Parcel WD-1138).
 11. Resolution #12-65, Authorizing A Sale And Purchase Agreement Between The City Of De Pere And Steven F. Kersten (Parcel WD-102-1).
 12. Resolution #12-66, Authorizing Revocable Occupancy Permit (Hanna’s Nails & Spa).
 13. Resolution #12-67, Authorizing The Agreement Between The City of De Pere And Stephen L. Seidl (Boat Docks Along James Street Parkway).
 14. Resolution #12-68, Authorizing Revised Addendum To 1999 Cooperation Agreement And Amended And Restated Pledge And Security Agreement Regarding The Imposition And Direction Of Additional Room Tax Revenue.
 15. Resolution #12-69, Approving Agreements For Consulting Services Between The City Of De Pere And Dixon Engineering, Inc. (AT&T Wireless Antenna Installations).
 16. Resolution #12-70, Authorizing Contracts For Contractor Services (Concrete Grinding And Mudjacking).
 17. Resolution #12-71, Authorizing Sale Of Surplus Property.
 18. Appointments/re-appointments to various boards and commissions by Mayor Walsh.
 19. Voucher approval.
 20. Applications for Operator’s Licenses.
 21. Future agenda items.
 22. Discussion regarding complaints of harassment of Southwest Park users and authorizing legal action thereon.

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

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

23. Adjournment.

Lawrence M. Delo
City Administrator

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, June 18, 2012 so that arrangements can be made.

AGENDA SENT TO:

Mayor
Alderspersons
Department Heads
TV, Newspapers, & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Carol Tess, tessc@new.rr.com

SAINT NORBERT COLLEGE INC,	100 GRANT ST	DE PERE WI 54115-2002
VANDEHEY, VIRGIL L & SANDRA L	1073 MEADOWLARK RD	DE PERE WI 54115-9648
NUSSBAUM, RAYMOND E & AUDREY G	1110 W FRANKLIN ST	APPLETON WI 54914-3862
CURRENT RESIDENT	112 N FIFTH ST	DE PERE, WI 54115
CURRENT RESIDENT	115 FOURTH ST	DE PERE, WI 54115
CURRENT RESIDENT	116 THIRD ST	DE PERE, WI 54115
LARSON, DENNIS M & CLAUDIA D	1166 STEVENS ST	DE PERE WI 54115-1612
TILKENS FAMILY LTD PARTNERSHIP,	120 ST FRANCIS DR	GREEN BAY WI 54301-1336
RHODES ETAL, DEAN G	1234 CECELIA CT	DE PERE WI 54115-3809
DETRY, KIP A & VIRGINIA M	1258 SCHEURING RD #11	DE PERE WI 54115-1060
DETRY, KIP A & VIRGINIA M	1258 SCHEURING RD #11	DE PERE WI 54115-1060
PHE WI LLC,	1263 MAIN ST	GREEN BAY WI 54302
MANNING ETAL, RONALD G	1424 E MARHILL RD	GREEN BAY WI 54313
WILLEMS, PAUL H	1478 BARBARA LA	DE PERE WI 54115-3422
MIRHASHEMI INC,	1540 RIVER PINES DR	GREEN BAY WI 54311-5637
ABTS INVESTMENTS LLC,	161 E BRIAR LN	GREEN BAY WI 54301
MANDERS JAMES A & DORIS C REVOCABLE TRUST,	1871 MISTIQUE LN	DE PERE WI 54115-8110
ASSOCIATED DEPERE BANK,	206 N WISCONSIN ST	DE PERE WI 54115-2735
F & J PROPERTIES LLC,	2130 FOX FIELD CT	DE PERE WI 54115-9138
KEY PROPERTY MANAGEMENT LLC,	2620 BEAUMONT ST	GREEN BAY WI 54301-2928
SCHLEIS PROPERTIES LLC,	2744 MANITOWOC RD	GREEN BAY WI 54311
CURRENT RESIDENT	300 GRANT ST	DE PERE, WI 54115
CURRENT RESIDENT	301 MAIN AV	DE PERE, WI 54115
CURRENT RESIDENT	301 MAIN AV UNIT: 1	DE PERE, WI 54115
REID STREET RETAIL LLC,	303 REID ST	DE PERE WI 54115-2130
B S ENTERPRISES OF DE PERE LLC,	305 MAIN AV	DE PERE WI 54115-2202
CURRENT RESIDENT	305 REID ST	DE PERE, WI 54115

CURRENT RESIDENT	307 REID ST	DE PERE, WI 54115
CURRENT RESIDENT	313 MAIN AV	DE PERE, WI 54115
CURRENT RESIDENT	313 MAIN AV UNIT: 1	DE PERE, WI 54115
CURRENT RESIDENT	315 MAIN AV	DE PERE, WI 54115
CURRENT RESIDENT	317 MAIN AV	DE PERE, WI 54115
CURRENT RESIDENT	321 MAIN AV UNIT: A	DE PERE, WI 54115
CURRENT RESIDENT	321 MAIN AV UNIT: B	DE PERE, WI 54115
CURRENT RESIDENT	321 MAIN AV UNIT: C	DE PERE, WI 54115
CURRENT RESIDENT	325 REID ST	DE PERE, WI 54115
CURRENT RESIDENT	327 MAIN AV UNIT: A	DE PERE, WI 54115
CURRENT RESIDENT	327 MAIN AV UNIT: B	DE PERE, WI 54115
CURRENT RESIDENT	327 MAIN AV UNIT: C	DE PERE, WI 54115
CURRENT RESIDENT	327 MAIN AV UNIT: D	DE PERE, WI 54115
CURRENT RESIDENT	327 MAIN AV UNIT: E	DE PERE, WI 54115
CURRENT RESIDENT	327 MAIN AV UNIT: F	DE PERE, WI 54115
CURRENT RESIDENT	327 MAIN AV UNIT: G	DE PERE, WI 54115
CURRENT RESIDENT	327 MAIN AV UNIT: H	DE PERE, WI 54115
CURRENT RESIDENT	327 MAIN AV UNIT: I	DE PERE, WI 54115
CURRENT RESIDENT	330 MAIN AV	DE PERE, WI 54115
CURRENT RESIDENT	330 REID ST	DE PERE, WI 54115
CURRENT RESIDENT	330 REID ST UNIT: A	DE PERE, WI 54115
NICK BROTHERS PARTNERSHIP,	331 MAIN AV	DE PERE WI 54115-2202
CURRENT RESIDENT	331 MAIN AV UNIT: 1	DE PERE, WI 54115
A&K LONGBRANCH LLC,	334 MAIN AV	DE PERE WI 54115-2203
CURRENT RESIDENT	334 MAIN AV UNIT: 1	DE PERE, WI 54115
CURRENT RESIDENT	337 MAIN AV	DE PERE, WI 54115
HERYMAN, RICK J	338 MAIN AV	DE PERE WI 54115-2203
CURRENT RESIDENT	339 MAIN AV	DE PERE, WI 54115
FOX COMMUNITIES CREDIT UNION,	3401 E CALUMET ST	APPLETON WI 54915
D&J ENTERPRISE OF GREENLEAF LLC,	3410 PARK RD	GREENLEAF WI 54126
CURRENT RESIDENT	342 MAIN AV	DE PERE, WI 54115
CURRENT RESIDENT	344 MAIN AV	DE PERE, WI 54115
CURRENT RESIDENT	345 MAIN AV	DE PERE, WI 54115
CURRENT RESIDENT	345 MAIN AV UNIT: 1	DE PERE, WI 54115
CURRENT RESIDENT	345 MAIN AV UNIT: 2	DE PERE, WI 54115
CURRENT RESIDENT	345 MAIN AV UNIT: 3	DE PERE, WI 54115
CURRENT RESIDENT	348 MAIN AV	DE PERE, WI 54115
CURRENT RESIDENT	348 MAIN AV UNIT: 1	DE PERE, WI 54115
CURRENT RESIDENT	351 MAIN AV	DE PERE, WI 54115
CURRENT RESIDENT	353 MAIN AV	DE PERE, WI 54115
CURRENT RESIDENT	355 MAIN AV UNIT: A	DE PERE, WI 54115
CURRENT RESIDENT	355 MAIN AV UNIT: B	DE PERE, WI 54115
CURRENT RESIDENT	360 MAIN AV	DE PERE, WI 54115
CURRENT RESIDENT	362 MAIN AV	DE PERE, WI 54115
CURRENT RESIDENT	363 MAIN AV	DE PERE, WI 54115

CURRENT RESIDENT	365 MAIN AV UNIT: B	DE PERE, WI 54115
CURRENT RESIDENT	365 MAIN AV UNIT: C	DE PERE, WI 54115
MATYAS, DAVID J & SUSAN K	366 MAIN AV	DE PERE WI 54115-2203
CURRENT RESIDENT	367 MAIN AV UNIT: 1	DE PERE, WI 54115
CURRENT RESIDENT	368 MAIN AV	DE PERE, WI 54115
CURRENT RESIDENT	368 MAIN AV UNIT: 1	DE PERE, WI 54116
CURRENT RESIDENT	371 MAIN AV	DE PERE, WI 54115
CURRENT RESIDENT	371 MAIN AV UNIT: 1	DE PERE, WI 54115
CURRENT RESIDENT	375 MAIN AV	DE PERE, WI 54115
CURRENT RESIDENT	377 MAIN AV	DE PERE, WI 54115
OLD NELL PROPERTIES LLC,	380 MAIN AV	DE PERE WI 54115-2203
CURRENT RESIDENT	400 MAIN AV	DE PERE, WI 54115
CURRENT RESIDENT	400 REID ST UNIT: B	DE PERE, WI 54115
CURRENT RESIDENT	400 REID ST UNIT: A	DE PERE, WI 54115
CURRENT RESIDENT	400 REID ST UNIT: A2	DE PERE, WI 54115
CURRENT RESIDENT	400 REID ST UNIT: C	DE PERE, WI 54115
CURRENT RESIDENT	400 REID ST UNIT: G	DE PERE, WI 54115
CURRENT RESIDENT	400 REID ST UNIT: H	DE PERE, WI 54115
CURRENT RESIDENT	400 REID ST UNIT: I	DE PERE, WI 54115
CURRENT RESIDENT	400 REID ST UNIT: M	DE PERE, WI 54115
CURRENT RESIDENT	400 REID ST UNIT: N	DE PERE, WI 54115
CURRENT RESIDENT	400 REID ST UNIT: O	DE PERE, WI 54115
CURRENT RESIDENT	400 REID ST UNIT: V	DE PERE, WI 54115
CURRENT RESIDENT	401 MAIN AV	DE PERE, WI 54115
CURRENT RESIDENT	401 MAIN AV UNIT: 1	DE PERE, WI 54115
CKROLL PROPERTIES LLC,	401 REID ST	DE PERE WI 54115-2132
CURRENT RESIDENT	401 REID ST UNIT: A1	DE PERE, WI 54115
CURRENT RESIDENT	401 REID ST UNIT: A2	DE PERE, WI 54115
CURRENT RESIDENT	401 REID ST UNIT: B	DE PERE, WI 54115
CURRENT RESIDENT	405 MAIN AV	DE PERE, WI 54115
CURRENT RESIDENT	405 MAIN AV UNIT: 1	DE PERE, WI 54115
CURRENT RESIDENT	407 MAIN AV	DE PERE, WI 54115
CURRENT RESIDENT	409 MAIN AV	DE PERE, WI 54115
CURRENT RESIDENT	409 MAIN AV UNIT: 1	DE PERE, WI 54115
CURRENT RESIDENT	413 MAIN AV	DE PERE, WI 54115
CURRENT RESIDENT	413 MAIN AV UNIT: 1	DE PERE, WI 54115
MARTIN, KENNETH J	417 MAIN AV	DE PERE WI 54115-2204
CURRENT RESIDENT	421 MAIN AV	DE PERE, WI 54115
NICOLET HIGHLANDS LLC	430 GRANT ST	DE PERE, WI 54115
STAGECOACH ENTERPRISES LLC,	4351 CREAMERY RD	DE PERE WI 54115-8300
ISC PROPERTY LLC,	436 MAIN AV	DE PERE WI 54115-2205
CURRENT RESIDENT	441 MAIN AV	DE PERE, WI 54115
CURRENT RESIDENT	444 MAIN AV	DE PERE, WI 54115
MARQUETTE CENTRE LLC,	444 REID ST STE 200	DE PERE WI 54115-2100
CURRENT RESIDENT	444 REID ST UNIT: 101	DE PERE, WI 54115

CURRENT RESIDENT	444 REID ST UNIT: 102	DE PERE, WI 54115
CURRENT RESIDENT	444 REID ST UNIT: 103	DE PERE, WI 54115
CURRENT RESIDENT	444 REID ST UNIT: 200	DE PERE, WI 54115
BALISON REAL ESTATE LLC,	4532 ALGONQUIN TR	GREEN BAY WI 54313-9527
CURRENT RESIDENT	486 MAIN AV	DE PERE, WI 54115
LOCH, GRETCHEN H	5366 GOLDUST CT	DE PERE WI 54115-2202
THILMANY LLC,	600 THILMANY RD	KAUKAUNA WI 54130
AJANGO PROPERTIES LLC,	614 WIDGEON CT	DE PERE WI 54115-3345
RAW LEGACY LLC,	630 LINKSVIEW CT	WRIGHTSTOWN WI 54180
NICOLET HIGHLANDS LLC	660 W RIDGEVIEW DR	APPLETON WI 54911-1254
CHANMINA LLC,	6728 RIDGE ROYALE DR	GREENLEAF WI 54126
WIESE BROTHERS FARMS,	7043 BUNKER HILL RD	GREENLEAF WI 54126
SECOR JEROME J REVOCABLE TRUST,	748 MORNING GLORY LN	DE PERE WI 54115-1380
RENIER, CHRIS C & JULIE A	833 E ST FRANCIS RD	DE PERE WI 54115-3536
KROPP, JAMES J	883 RICHBOROUGH RD	GREEN BAY WI 54313
LUTSEY, THOMAS J	PO BOX 22074	GREEN BAY WI 54305-2074
MASTERS PROPERTIES OF DE PERE LLC,	PO BOX 5381	DE PERE WI 54115
KEWEENAW ENTERPRISES LLC,	PO BOX 5764	DE PERE WI 54115-5764
GAROT, KEITH E	PO BOX 5786	DE PERE WI 54115-5786
E K T INVESTMENTS LLC,	PO BOX 5937	DE PERE WI 54115-5937
DEPERE WEST DEVELOPMENT LLC,	PO BOX 6022	DE PERE WI 54115-6022
PEOPLES MARINE BANK OF GREEN BAY	PO BOX 810490	DALLAS TX 75381-0490

ACKER, TERESE A.	1220 S. 6TH ST.	DE PERE	WI	54115
BAKRAN-DEMENY, TRICIA L.	1781 SURREY TRAIL	GREEN BAY	WI	54313
BASTEN, STEPHANIE L.	563 SOMERSET DR.	GREEN BAY	WI	54301
BERKEN, BEVERLY J.	2416 SKYLINE OAKS DR.	DE PERE	WI	54115
BILOTTI, MARIO F.	1104 CHICAGO ST.	DE PERE	WI	54115
BINSFELD, CRYSTAL L.	1912 QUINDALEE RD.	DE PERE	WI	54115
BORLEY, COURTNEY L.	E465 BORLEY LN.	LUXEMBURG	WI	54217
BROWN, JERIMIAH D.	1111 VELD AVE., #7	GREEN BAY	WI	54303
CARSON, NICOLE M.	1127 WESTERN AVE	GREEN BAY	WI	54303
CONARD, WADE M.	2769 HUMBOLDT RD.	GREEN BAY	WI	54311
CONRAD, EMILY L.	209 FORT HOWARD AVE., APT. 10	DE PERE	WI	54115
COUNARD, LISA G.	712 LARK ST.	GREEN BAY	WI	54303
COX, CASEY J.	420 COLLEGE AVE., #3	DE PERE	WI	54115
CREVIER, CARLENE C.	693 ST. JOSEPH ST.	DE PERE	WI	54115
DAHLKE, JASON C.	716 KILLARNY TR.	DE PERE	WI	54115
DE CLEENE, SOMER E	1246 E. MASON ST., APT. 3	GREEN BAY	WI	54301
DE HART, PENNY L.	1128 SCHEURING RD.	DE PERE	WI	54115
DE HART, SAMANTHA R.	1128 SCHEURING RD.	DE PERE	WI	54115
DENOR, MEAGAN K.	604 S. CTY RD. J.	REEDSVILLE	WI	54230
DEPETRO, MICHELLE F.	1140 MORAIN WAY, #29	GREEN BAY	WI	54303
DIRKS, JENNIFER M.	1013 CORAL ST., APT. 3	DE PERE	WI	54115
DOHRWARDT, AMANDA M.	1211 SHAWANO AVE, UPPER	GREEN BAY	WI	54303

DOMBROSKI, LORI J.	1159 DREWS DR.	DE PERE	WI	54115
DOMBROSKI, SARAH J.	1268 S. ATIUM CT.	DE PERE	WI	54115
DUBOIS, RYAN S.	6056 BLAKE RD.	GREENLEAF	WI	54126
ELWELL, ALEXANDRA G.	17926 HEROLD RD.	DENMARK	WI	54208
ENGBRETSON, NICOLE M.	5245 N. LONG AVE.	CHICAGO	IL	60630
ERICKSON, JANICE M.	1445 MAYFAIR	DE PERE	WI	54115
FRANK, ARIK M.	1310 SCHEURING RD.	DE PERE	WI	54115
GREEN, DABNEY K.	2037 GREEN ACRES CT.	DE PERE	WI	54115
GROW, CAITLIN C.	11011 KNICKERBOCKER RD.	HARVARD	IL	60033
HAINES, DONNA R.	1127 WESTERN AVE.	GREEN BAY	WI	54303
HARRELL, STEVEN T.	502 N. 10TH ST., APT. 81	DE PERE	WI	54115
HERMANS, NICOLE .	2736 ONTARIO RD.	GREEN BAY	WI	54311
HESSEL, CAROL K.	2264 NINTH ST.	GREEN BAY	WI	54304
HILL, WILLIAM J. JR.	1310 1/2 S. OAKLAND AVE.	GREEN BAY	WI	54304
HJORT, JEREMY J.	308 CUSTER CT.	GREEN BAY	WI	54301
HOFFMAAN, LAUREN L.	2089 E. BARABOO CR.	DE PERE	WI	54115
HUEBNER, NORA G.	3415 HILLTOP WAY, APT. 48	GREEN BAY	WI	54301
HUIBREGTSE, AMANDA L.	N1909 HUIBREGTSE RD.	OOSTBURG	WI	53070
KIEDOWSKI, PATARICK R.	1919 CROSSCREEK CR.	DE PERE	WI	54115
KIELBICKI, JOSHUA A.	805 WILLIAM CHARLES CT., #D	GREEN BAY	WI	54304
KILEY, ASHLEY A.	2115 DICKIN RD., APT. 7	DE PERE	WI	54115
KISPERT, MATTHEW M.	621 LEWIS ST.	DE PERE	WI	54115
KNAPP, KATIE M.	1581 CYPRESS RD., #3	DE PERE	WI	54115
KOCKEN, TAMMY L.	3631 LOST LN.	DE PERE	WI	54115
KRAFT, RYAN J.	320 HILLTOP DR.	GREEN BAY	WI	54301
KRAFT, TIFFANY I.	320 HILLTOP DR.	GREEN BAY	WI	54301
LOWIS, SHARIE L.	1236 GRIGNON ST.	GREEN BAY	WI	54301
LUEDTKE, RONALD R.	1484 BARBARA LN.	DE PERE	WI	54115
LUPANOVA, ROSITSA G.	1260 PERSHING RD.	DE PERE	WI	54115
MATTHEWS, ROBERT J.	2546 HAZELWOOD LN.	GREEN BAY	WI	54304
MINTEN, MATTHEW J.	884 S. NINTH ST.	DE PERE	WI	54115
MOOREN, KAREN P.	1156 SCHEURING RD.	DE PERE	WI	54115
MOYER, CAROL A.	722 GRIGNON ST.	KAUKAUNA	WI	54130
MUMBRUE, TROY N.J.	8140 HIDDEN VALLEY RD.	MARIBEL	WI	54227
NELSON, AMALIA L.	905 E. GRANT ST.	APPLETON	WI	54911
OLSON, ANGELA M.	826 ASH ST.	DE PERE	WI	54115
OLSON, JILL A.	561 WEST BRIAR LN.	GREEN BAY	WI	54301
ORIE, JULES S.	837 MEMORY AVE.	GREEN BAY	WI	54301
PARKER, DAVID J.	1978 SCHANOCK DR., #13	GREEN BAY	WI	54303
PARKS, ANNA E.	2158 SWANSTONE CR.	DE PERE	WI	54115
PHILLIPS, DUSTIN A.	1145 C. BROSIG ST.	GREEN BAY	WI	54311
PHILLIPS, SHEILA R.	508 S. JACKSON ST.	GREEN BAY	WI	54301
PLATTEN, MONICA M.	344 COLUMBIA AVE.	GREEN BAY	WI	54303

ROZNICK, LOUISE M.	100 W. WALNUT ST., #103	GREEN BAY	WI	54303
SCHINKE, JESSICA L.	825 FRIBOURG ST.	DE PERE	WI	54115
SCHNEBBE, AMANDA M.	120 N. MICHIGAN ST., #6	DE PERE	WI	54115
SHIELDS, PATTI E.	2651 WOODALE AVE.	HOWARD	WI	54313
SHIER, CHRISTOPHER D.	1787 GRANT ST., APT. 4	DE PERE	WI	54115
STORZER, EILEEN N.	911 SMITH ST.	GREEN BAY	WI	54302
VANDEN AVOND, KEITH P.	228 CRESTVIEW LN.	DE PERE	WI	54115
VANDEN BRANDEN, KALLY M.	1808 WILLIAMS GRANT DR.	DE PERE	WI	54115
VAN HORN, LAURA	137 LONGVIEW AVE.	GREEN BAY	WI	54301
VAN RYZIN, LAURA L.	402 FOURTH ST.	DE PERE	WI	54115
WATERMOLEN, SHERI L.	3646 E. RIVER DR.	GREEN BAY	WI	54301
WHITE, JOHN J.	675 SUNSET CR.	GREEN BAY	WI	54301
WICKHAM, BARBARA G.	120 S. WINNEBAGO CT.	DE PERE	WI	54115
WILLEMS, KIMBERLY J.	128 1/2 N. 6TH ST.	DE PERE	WI	54115
WOLFE, AMY L.	826 E. BRIAR LN.	GREEN BAY	WI	54301
YOST, MEGAN R.	205 N. 3RD ST.	LENA	WI	54139
DREW, GARY L.	P.O. BOX 5333	DE PERE	WI	54115
TEEGARDEN, RICKEY JAY	2945 EMMA LN.	GREEN BAY	WI	54311
FEHRMANN, JACK	5904 COUNTY RD. J	OCONTO	WI	54153
BOYLE, CLARKE	1268 CASS ST.	GREEN BAY	WI	54301
CONARD, LESLIE	2769 HUMBOLDT RD.	GREEN BAY	WI	54311
RADUE, VICKI	801 E. GILE CR.	DE PERE	WI	54115
MILLER, JOEL ALLEN	110 WOODVIEW LN.	GREEN BAY	WI	54301
PHILLIPS, ANDREW	621 LEWIS ST.	DE PERE	WI	54115
PAMPERIN, DANIEL	396 TALUS CT.	DE PERE	WI	54115
CAROLY CAFFREY S CORP	1719 SUNNYSIDE LN.	DE PERE	WI	54115
SCHLEIS, WILLIAM J. Held, Robert D.	2509 SHERIDAN DR. 2022 Morning Dew Ln.	GREEN BAY De Pere	WI WI	54311 54115

William J. Schleis
Mark Soderland
Stephen Seidl
Steven Kersten
Concrete Cutters, Inc.
Badger Concrete Lifting

Jeffrey & Hanna Zepnick
Chris Kreiner

Carolyn Caffrey S. Corp,
GSC Holdings of De Pere, LLC
Honey Hole II, LLC
GEI Consultants, Inc.
Shakers Bar, LLC

Seidl & Associates
Kersten Realty
Eric Dreier
Wayne Schoenebeck
Feaker & Sons Co.
Northeast Asphalt, Inc.
Hanna's Nails & Spa
Dixon Engineering, Inc.

Daniel Pamperin,
Gary L. Drew
Paul J. Killian, P.E.
Andrew Phillips

2509 Sheridan Dr
1251 Scheuring Rd
2270 Holmgren Way
1600 Shawano Avenue
1020 Prospect Lane
535 East Mission Road
P.O. Box 5817
W6380 Design Drive
327 Main Ave., Suite C
1104 Third Ave.

1719 Sunnyside Ln.,
396 Talus Ct.
426 Aloysius Court
955 Challenger Drive, Suite A
621 Lewis Street

Green Bay, WI 54311
De Pere, WI 54115
Green Bay, WI 54304
Green Bay, WI 54303
Kaukauna, WI 54130
Green Bay, WI 54301
De Pere, WI 54115
Greensville, WI 54942
De Pere, WI 54115
Lake Odessa, MI 48849

De Pere, WI 54115
De Pere, WI 54115
De Pere, WI 54115
Green Bay, WI 54313
De Pere, WI 54115

DRAFT

**COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – MAY 15, 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 15, 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, Scott Crevier, Michael Donovan, Jim Kneiszel, Larry Lueck, Dan Robinson and Kathy VanVonderen. Alderperson Boyd was excused. The Council said the Pledge of Allegiance to the Flag.

Alderperson Lueck moved, seconded by Alderperson Crevier to approve the minutes of the May 1, 2012 meeting. Upon vote, the minutes were approved unanimously.

PUBLIC HEARING

4A. A Public Hearing on a street vacation for a part of Glenwood Avenue 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 19, April 26, and May 3, 2012.

4B. City Planner Ken Pabich presented the above street vacation stating the Plan Commission recommended approval of both the street vacation and CSM.

4C-D. Mayor Walsh declared the public hearing open. No one wished to speak. Mayor Walsh declared the public hearing closed. Mayor Walsh entertained a motion to table the street vacation/CSM dedication right-of-way because additional time was needed to acquire signatures. Alderperson Lueck moved, seconded by Alderperson Robinson to table the street vacation. Upon vote, motion carried unanimously.

5. Public Comment or other Announcements. Alderperson Robinson was asked by a resident to invite everyone to attend "Embracing Our Cultures" a program sponsored by the Migration Advocacy Network of N.E.W to celebrate and learn more about four Central American countries: El Salvador, Guatemala, Honduras and Nicaragua scheduled from 6:30-8:30 p.m. on June 11, 2012 at the YWCA.

6. Ordinance #12-08, Rezoning Certain Property (Parcel WD-L183-5) (previously tabled) was presented. Alderperson Lueck moved to enact the ordinance, seconded by Alderperson Robinson in order to allow discussion. Discussion followed. Mayor Walsh entertained a motion to open the meeting. Alderperson Van Vonderen moved, Alderperson Crevier seconded to open the meeting. Upon vote, motion carried unanimously.

Dennis Collins, 1743 Bridgeport Lane, De Pere, WI thanked the City for the extension to allow time to get the petition notarized and submitted said petition to the Deputy Clerk. Mr. Collins asked the Council to listen to their De Pere taxpayers.

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

Robert Terhar, 1849 Lemon Ln., De Pere, WI
Stan Kroll, 2218 Samantha St., De Pere, WI
Steve Wilkins, 2137 Lawrence Dr., De Pere, WI

Alderperson Van Vonderen moved, Alderperson Robinson seconded, to close the meeting. Upon vote, motion carried unanimously. Discussion followed. Upon vote, motion to approve Ordinance #12-08 was defeated 6-1 with Alderperson Lueck voting aye.

RECOMMENDATIONS FROM THE FINANCE/PERSONNEL COMMITTEE

7A. Alderperson Van Vonderen moved, seconded by Alderperson Lueck, to approve the \$500 donation from De Pere Christian Outreach to be used for Police Department K-9 Unit. Upon vote, motion carried unanimously.

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7B. Alderperson Donovan moved, seconded by Alderperson Van Vonderen, to approve the \$500 donation from Margueritte Gardner to the Police Department for gasoline expenses for the honor guard to attend ceremonies in Washington, D.C. Upon vote, motion carried unanimously.

7C. Alderperson Lueck moved, seconded by Alderperson Robinson, to approve the purchase of one electro-mechanical outdoor emergency notification siren from American Signal Corporation. Upon roll call vote, motion carried unanimously.

7D. Alderperson Van Vonderen moved, seconded by Alderperson Lueck, to approve the purchase of Advance Airway Management Trainer utilizing Act 102 funds. Upon roll call vote, motion carried unanimously.

7E. Alderperson Crevier moved, seconded by Alderperson Bauer, to approve installation of water utilities and fountain at the Dog Park. Upon roll call vote, motion carried unanimously.

7F. Alderperson Van Vonderen moved, seconded by Alderperson Robinson, to approve the 2012-2013 Insurance Liability Policy Renewals. Upon roll call vote, motion carried unanimously.

RECOMMENDATIONS FROM THE BOARD OF PUBLIC WORKS

8A. Alderperson Kneiszel moved, seconded by Alderperson Crevier, to approve awarding Project 12-05 Sidewalk, Curb and Concrete Pavement Repair to Sam Sommers Concrete Construction, Inc. Upon discussion and roll call vote, motion carried unanimously.

8B. Alderperson Bauer moved, seconded by Alderperson Kneiszel, to approve awarding Project 12-03 Pipe Lining – CIPP to Insituform Technologies USA, Inc. Upon roll call vote, motion carried unanimously.

8C. Alderperson Crevier moved, seconded by Alderperson Kneiszel, to approve awarding Project 12-01B Sanitary Sewer Relay – Glenwood, Lawton, and Easement to Feaker & Sons Construction Company, Inc. Upon roll call vote, motion carried unanimously.

RECOMMENDATIONS FROM THE LICENSE COMMITTEE

9A. Alderperson Kneiszel moved, seconded by Alderperson Bauer, to approve the Application for a Premise Description Change for Skylark Enterprizes, LLC for The Black Boot. Upon discussion and vote, motion carried unanimously.

9B. Alderperson Bauer moved, seconded by Alderperson Kneiszel, to approve the Application for a Class "B" Beer & "Class B" Liquor License for De Cleene Zellner, LLC for 101. Upon vote, motion carried unanimously.

9C. Alderperson Kneiszel moved, seconded by Alderperson Bauer, to approve the Application for a Class "B" Beer & "Class B" Liquor License for Harp and Eagle, LTD for Chateau De Pere. Upon vote, motion carried unanimously.

9D. Alderperson Bauer moved, seconded by Alderperson Kneiszel, to approve 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. Upon discussion and vote, motion carried 5-0 with Alderpersons Robinson and Crevier abstaining.

10. Ordinance 12-11, Amending §22-8 De Pere Municipal Code Regarding Renewal of Sidewalk Café Permits was presented. Alderperson Lueck moved, seconded by Alderperson Kneiszel, to enact the ordinance. Upon vote, motion carried unanimously.

11. Resolution 12-50, Authorizing Creation of TID #10 and Related Activities was presented. Alderperson Donovan moved, seconded by Alderperson Lueck to approve the resolution. Upon vote, motion carried unanimously.

12. Resolution 12-51, Authorizing Agreement for Consultant Services with Springsted Incorporated (TID#10 Creation and Project Plan) was presented. Alderperson Robinson moved, seconded by Alderperson Lueck to approve the resolution. Upon roll call vote, motion carried unanimously.

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13. Resolution 12-52, Authorizing Sidewalk Café Permit for Skylark Enterprises, LLC for the Black Boot was presented. Alderperson Kneiszel moved, seconded by Alderperson Lueck to approve the resolution. Alderperson Donovan moved, Alderperson Robinson seconded to open the meeting. Upon vote, motion carried unanimously. Pat Tiedemann, owner of the Black Boot Restaurant & Music Venue, 100 S. Broadway St., Suite 50 stated she had attended the meeting to be available for questions. No one had questions. Alderperson Donovan moved, Alderperson Bauer seconded, to close the meeting. Upon vote, motion carried unanimously.

14. Resolution 12-53, Accepting Utility Easement from Crow's Nest, LLC (Parcel ED-134-1) was presented. Alderperson Crevier moved, seconded by Alderperson Lueck, to approve the resolution. Upon roll call vote, motion carried unanimously.

15. Resolution 12-54, Accepting Highway Easement from the Premonstratensian Fathers (Parcel ED-1128-2-1) was presented. Alderperson Crevier moved, seconded by Alderperson Lueck, to approve the resolution. Upon vote, motion carried unanimously.

16. Resolution 12-55, Authorizing Agreement for Consulting Services with Rettler Corporation (Comprehensive Park and Outdoor Recreation Plan Update) was presented. Alderperson Crevier moved, seconded by Alderperson Lueck to approve the resolution. Upon discussion and roll call vote, motion carried unanimously.

17. Resolution 12-56, Authorizing Agreement with New Cell, Inc. was presented. Alderperson Crevier moved, seconded by Alderperson Robinson to approve the resolution. Upon discussion and roll call vote, motion carried 6-0 with Alderperson Lueck abstaining.

18. Resolution 12-57, Expressing the City of De Pere's Support for Locating the Medical College of Wisconsin in the Green Bay Area was presented. Alderperson Robinson moved, Alderperson Kneiszel seconded to approve the resolution. Upon discussion and vote, motion carried unanimously.

19. Resolution 12-58, Awarding Official City Newspaper Contract to the De Pere Journal was presented. Alderperson Donovan moved, Alderperson Lueck seconded to approve the resolution. Upon vote, motion carried 6-1 with Alderperson Bauer voting nay.

20. Vouchers were presented. Alderperson Van Vonderen moved, Alderperson Lueck seconded to approve the vouchers. Upon vote, motion carried unanimously.

21. Operator License Applications were presented.

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Temporary Operator License for the 2010-2012 Licensing Period					
1	KEEHAN, AMY S.	1925 CHARLES STREET	DE PERE	WI	54115
2	SUMMERSIDE, MARGARET E.	614 RANDALL AVENUE	DE PERE	WI	54115
3	SUMMERSIDE, PAUL R.	614 RANDALL AVENUE	DE PERE	WI	54115
4	VANDENLANGENBERG, JEAN A.	2213 BRICK DRIVE	GREEN BAY	WI	54303
5	ZULLNER, SANDRA L.	211 NOB HILL LANE	DE PERE	WI	54115
Operator Licenses 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

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7	BORSKI, JOHN R.	2474 GARDEN HEIGHTS COURT	GREEN BAY	WI	54311
8	BOS, RENEE R.	1314 SCHEURING ROAD #3	DE PERE	WI	54115
9	BOS, TINA G.	806 WILLIAM CHARLES COURT APT C	GREEN BAY	WI	54304
10	BRADY, LAURA F.	2222 NICOLET DRIVE #4	GREEN BAY	WI	54311
11	BROOKS, SUZANNE R.	1509 BRIQUELET STREET	GREEN BAY	WI	54304
12	DANFIELD, LINDA L.	430C NANCY LANE #245	PULASKI	WI	54162
13	DENUSZEK, LORNA K.	140E 2ND STREET B	KAUKAUNA	WI	54130
14	EGILSSON, LAURA E.	2970 MOSSY OAK CIRCLE #95	GREEN BAY	WI	54311
15	ENGELS, JULIE J.	2635 VAN VIEW	GREEN BAY	WI	54311
16	FINENDALE, DEBRA J.	3174 CARNOUSTIE WAY	NEW FRANKEN	WI	54229
17	FORTNEY, SCOTT L.	2155 GLOUCESTER DRIVE	GREEN BAY	WI	54304
18	GINGRICH, ELYSE C.	1404 RIDGECREST TRAIL	ASHWAUBENON	WI	54313
19	JOHNSON, AMANDA K.	816 VOELKER STREET	DE PERE	WI	54115
20	KARAS, PHILIP C.	3108 SUNRAY LANE	GREEN BAY	WI	54113
21	KETTNER, BRUCE T.	1754 O'HEARN LANE	DE PERE	WI	54115
22	KIELBICKI, DEBRA M.	537 MORRIS AVENUE	GREEN BAY	WI	54304
23	KLEIBER, BETH A.	327 LEE STREET	DENMARK	WI	54208
24	KLEINSCHMIDT, TRACEY A.	4778 OVERLAND ROAD	ONEIDA	WI	54155
25	KOLTZ, DENNIS J.	905 GEORGE STREET	DE PERE	WI	54115
26	KUROWSKI-BELLEAU, THEODORE M.	W1472 TALL FEATHER WAY	SEYMOUR	WI	54165
27	LABUMBARD, THOMAS G.	335 LAVERNE DRIVE	GREEN BAY	WI	54311
28	LASEE, BONNIE A.	1535 N. ASHLAND AVENUE	DE PERE	WI	54115
29	LISON, ANTHONY W.	1247 LAWE STREET	GREEN BAY	WI	54301
30	LIVINGOOD, BENJAMIN T.	2685 HUMBOLDT ROAD	GREEN BAY	WI	54311
31	MARTINEZ, ZETA M.	817 MARSHALL AVENUE	GREEN BAY	WI	54303
32	MATZ, BRENDA J.	3415 HILLTOP WAY	GREEN BAY	WI	54301
33	MILLER, JACOB J.	911 THIRD STREET	DE PERE	WI	54115
34	MLEZIVA, LISA M.	2941 THUNDERBYRD TRAIL	GREEN BAY	WI	54313
35	MUELLER, TRACIE A.	N9275 COUNTY ROAD Y	SEYMOUR	WI	54165
36	MULLEN, ASHLEY M.	764 FERNANDO DRIVE	DE PERE	WI	54115
37	MYERS, JUDITH A.	1334 WAUBE LANE	GREEN BAY	WI	54304
38	OLEYNICZAK, ANN M.	108 N. WINNEBAGO STREET	DE PERE	WI	54115
39	ORSTED, MARY KAY	1215 DOUSMAN	GREEN BAY	WI	54303
40	OTT, KATHRYN L.	508 N. ONTARIO STREET	DE PERE	WI	54115
41	OTTEN, AMANDA L.	1952 TERRY LANE	DE PERE	WI	54115
42	PATSKE, TAMMIE A.	1305 HILLCREST DRIVE	KAUKAUNA	WI	54130
43	PEDERSEN, HOLLIE A.	1114 ALDRIN STREET	DE PERE	WI	54115
44	PIPER, BRADY D.	W368 COUNTY ROAD E	OCONTO FALLS	WI	54154
45	PORIOR, DORI L.	732 PARK STREET	DE PERE	WI	54115
46	PUTT, DESIRAE J.	1973 SCHEURING ROAD	DE PERE	WI	54115
47	RASMUSSEN, JAMES R.	1308 WIRTZ AVENUE	GREEN BAY	WI	54304
48	SCHMIT, AMY J	N4233 BIRCH TRAIL	FREEDOM	WI	54130
49	SEROOGY, ROBERT C.	2140 S. PINE TREE ROAD	DE PERE	WI	54115
50	SMITS, AMANDA M.	1114 N. HAWTHORNE DRIVE	APPLETON	WI	54915
51	SOQUET, BRUCE R.	2044 MUIRFIELD WAY	NEW FRANKEN	WI	54229
52	STEPHANI, MARY JO	1151 S. ONEIDA STREET	GREEN BAY	WI	54304

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53	TORRES, CRYSTAL M.	1947 MINTEN WAY	DE PERE	WI	54115
54	UECKER, JEREMY M.	421 TURNER STREET	WRIGHTSTOWN	WI	54180
55	VAN DE HEI, JAMIE M.	1601 SAND ACRES DRIVE	DE PERE	WI	54115
56	VANDEKREEKE, KENNETH J.	1118 SCHAUER LANE	GREEN BAY	WI	54304
57	VETTER, JEREMY A.	3602 N. MARCOS LANE	APPLETON	WI	54911
58	WAECHLI, SUSAN R.	793 BROOKWOOD CIRCLE	ONEIDA	WI	54155
59	WOOD, WAYNE A.	2283 LAWRENCE DRIVE	DE PERE	WI	54115

Alderson Bauer moved, seconded by Alderson Kneisel to approve Temporary Operator License Applications #1-5. Upon vote, motion carried unanimously.

Alderson Bauer moved, seconded by Alderson Kneisel to table Operator License Applications #16, 24, 35 and approve Operator License Applications #1-15, 17-23, 25-34 and 36-59. Upon vote, motion carried unanimously.

22. Future agenda items. None.

23. Consideration of appeal of denial of variance on number of dogs allowed. A hearing was held on the denial of a variance requested by the Board of Health with Mary Dorn, Director of Health giving a summary of the facts. Aldersons Donovan and Robinson, members of the Board of Health did not participate as to follow the Due Process Rule. Chelsea Gruszczynski and Justin Carrothers, 444 N. Ontario, De Pere, WI were present to speak in defense of their actions.

Deliberation of appeal. Alderson Crevier moved, seconded by Alderson Kneisel to convene in closed session at 8:35 p.m. pursuant to Wis. Stats. §19.85(1)(e) for deliberation of appeal. Upon roll call vote, motion carried unanimously. Alderson Lueck moved, seconded by Alderson Crevier to reconvene in open session at 8:48 p.m. pursuant to Wis. Stats. §19.83 and 19.85(2). Upon roll call vote, motion carried unanimously.

Alderson Kneisel moved, seconded by Alderson Bauer to deny the request for an appeal of denial of variance on number of dogs allowed. Upon vote, motion to deny carried 3-2 with Aldersons Lueck and Van Vonderer voting nay.

24. Discuss request for conflict waiver – von Briesen & Roper Law Firm consent to representation. Alderson Donovan moved, Alderson Kneisel seconded to convene in closed session at 8:50 p.m. pursuant to Wis. Stats. §19.85(1)(e) for discussion. Upon roll call vote, motion carried unanimously. Alderson Donovan moved, Alderson Kneisel seconded to reconvene in open session at 8:55 p.m. pursuant to Wis. Stats. §19.83 and 19.85(2). Upon roll call vote, motion carried unanimously.

Alderson Donovan moved, seconded by Alderson Bauer to deny request for waiver. Upon vote, motion carried unanimously.

25. Upon motion by Alderson Van Vonderer, seconded by Alderson Crevier, the Common Council adjourned at 8:56 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Vicki L. Scray
Deputy Clerk

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**SPECIAL COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – MAY 22, 2012**

The Common Council of the City of De Pere, Wisconsin, met in special session at the Council Chambers in City Hall, on Tuesday, May 22, 2012.

Mayor Walsh called the meeting to order at 5:25 p.m. Roll call was taken and the following members were present: Alderpersons Bauer, Boyd, Crevier, Donovan, Kneiszel and Lueck.

Resolution 12-59, Authorizing A Sidewalk Café Permit for Hansen's Dairy & Deli was presented. Alderperson Crevier moved, seconded by Alderperson Bauer to approve the resolution. Upon discussion and vote, motion carried unanimously.

Upon motion by Alderperson Donovan, seconded by Alderperson Bauer, the Common Council adjourned at 5:27 p.m.

Respectfully submitted,

Vicki L. Scray
Deputy Clerk

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**COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – JUNE 6, 2012**

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Wednesday, June 6, 2012.

Mayor Walsh called the meeting to order at 7:31 p.m.

1. Confirmation of appointment of Shana L. Defnet to the position of Clerk-Treasurer. Moved by Alderperson Donovan, seconded by Alderperson Boyd. Upon vote, motion carried unanimously.

Roll call was taken and the following members were present: Alderpersons Kevin Bauer, James Boyd, Scott Crevier, Michael Donovan, Jim Kneiszel, Dan Robinson & Kathy VanVonderen. Alderperson Larry Lueck was excused. The Council said the Pledge of Allegiance to the Flag.

Alderperson Robinson moved, seconded by Alderperson Kneiszel to approve the minutes of the May 8, 2012 meeting. Upon vote, the minutes were approved unanimously.

PUBLIC HEARING

5A. A Public Hearing to levy special assessments for improvements constructed on both sides of Glenwood Avenue from Ridgeway Boulevard to Lawton Place, both sides of Nicolet Avenue from Glenwood Avenue to Randall Avenue, both sides of Lawton Place from Glenwood Avenue and its north end is scheduled for 7:30 p.m. or soon after. Clerk Shana Defnet announced the Notice of Public Hearing was published in the City's Official Newspaper, the De Pere Journal on May 10, 2012.

5B. Department of Public Works Director Scott Thoresen recommended the Final Resolution Authorizing the Storm Sewer Lateral Construction And Levying Special Assessments Against Benefited Property (Storm Sewer Laterals on Glenwood Avenue from Ridgeway Boulevard to Lawton Place, on Nicolet Avenue from Glenwood Avenue to Randall Avenue and on Lawton Place from Glenwood Avenue to its north end). Mayor Walsh asked that Scott Thoresen provide a brief description of the project.

5C. Mayor Walsh declared the public hearing open. No one wished to speak. Mayor Walsh declared the public hearing closed. Alderperson Boyd moved, seconded by Alderperson Bauer, to approve the improvements. Discussion followed. Upon vote, motion carried unanimously.

6. Public Comment or other Announcements. None.

7. Presentation of Proclamation by Mayor proclaiming "Notre Dame of De Pere Day." The Proclamation was accepted on behalf of the school by Julie Van Straten.

8. Presentation by Tom Wittig of Green Bay Transit regarding bus service in De Pere and the metro area. Green Bay Transit saw an increase in ridership and profits because of changes made to the transit system last fall. Tom Wittig presented the City of De Pere with a check from Green Bay Metro for \$11,000.

RECOMMENDATIONS FROM THE PARK BOARD

9A. Alderperson Crevier moved, seconded by Alderperson Donovan, to approve the \$2000 donation from Wochinske Foundation, \$250 from Pink Flamingo's, \$250 from the Buggy Tournament, and \$250 from the Kiwanis Club for the Recreation Scholarship Program. Upon vote, motion carried unanimously.

9B. Alderperson Crevier moved, seconded by Alderperson Bauer, to approve the donation of up to \$14,000 from De Pere Baseball to sponsor replacement of NEVCO scoreboards at Kelly Danen Park. Upon vote, motion carried unanimously.

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9C. Alderperson Crevier moved, seconded by Alderperson Boyd, to approve the donation from De Pere Baseball of \$1,600 to install a key card system at Kelly Danen Park. Upon roll call vote, motion carried unanimously.

RECOMMENDATIONS FROM THE PLAN COMMISSION

10A. Alderperson Robinson moved, seconded by Alderperson Boyd, to approve the Extraterritorial CSM for a one lot CSM located in the Town of Ledgeview, Parcel D-417-4. Upon roll call vote, motion carried unanimously.

RECOMMENDATIONS FROM THE LICENSE COMMITTEE

11A. Alderperson Bauer moved, seconded by Alderperson Kneiszel, to table item #2 under Class "B" Beer and "Class B" Liquor. Upon vote, motion carried unanimously.

Alderperson Baur moved, seconded by Alderperson Kneiszel, to approve the balance of the list. Upon vote, motion carried unanimously.

12. Ordinance 12-12, Amending §30-2(1)(2)d. De Pere Municipal Code Regarding Community Center Closing Time was presented. Alderperson Donovan moved, seconded by Alderperson Crevier, to enact the ordinance. Upon vote, motion carried unanimously.

13. Resolution 12-61, Authorizing Agreement Regarding The Sale And Purchase Of Certain Business Park Property Between The City of De Pere and Freshstart-Utech, LLC was presented. Alderperson Robinson moved, seconded by Alderperson Kneiszel to approve the resolution. Upon vote, motion carried unanimously.

14A and B. The vacation and re-dedication of Glenwood Avenue; Resolution 12-27 Regarding the Vacation Of A Portion of Public Thoroughfare (Glenwood Avenue) and Approval of CSM dedication of right-of-way (previously tabled) were presented for consideration. City Attorney Judy Schmidt-Lehman stated that the certified survey maps that are being circulated have not yet been returned to the Public Works Department. She recommended that until the maps have been returned, both items should be referred back to staff. Alderperson Donovan moved, seconded by Alderperson Robinson, to refer Items A and B back to staff. Upon vote, motion carried unanimously.

15. Introduction of Resolution 12-62, Regarding The Vacation Of A Portion Of Public Thoroughfare (Part of Fifth Street Adjacent to WD-389-2 and WD-389-2-1) (refer to public hearing). Alderperson Robinson moved, seconded by Alderperson Boyd, to refer the resolution to public hearing. Upon vote, motion carried unanimously

16. Re-appointments of Gene Hackbarth, Mike Fleck, and Mary Jane Herber by Mayor Walsh to the Historic Preservation Committee were presented. Alderperson Van Vonderen moved, seconded by Alderperson Donovan, to approve the re-appointments. Upon vote, motion carried unanimously

17. City Sustainability Team Report on activities presented by Larry Delo.

18. Vouchers were presented. Alderperson Donovan moved, Alderperson Van Vonderen seconded to approve the vouchers. Upon vote, motion carried unanimously.

19. Operator License Applications were presented.

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License for the 2010-2012 Licensing Period					
1	FINENDALE, DEBRA J	3174 CARNOUSTIE WAY	NEW FRANKEN	WI	54229
2	KLEINSCHMIDT, TRACEY A	4778 OVERLAND ROAD	ONEIDA	WI	54155
3	MUELLER, TRACIE A	N9275 COUNTY ROAD Y	SEYMOUR	WI	54165

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Operator Licenses for the 2012-2014 Licensing Period					
1	ARMBRUST, MARIA E	2104 S BROADWAY APT 8	DE PERE	WI	54115
2	AUGUSTIN, ROBIN A	W5634 DEPOT ST	NICHOLS	WI	54152
3	BARBACOV, MAUREEN T	600 GEORGE ST	DE PERE	WI	54115
4	BARBACOV, TYLER J	600 GEORGE ST	DE PERE	WI	54115
5	BAUER, KEVIN A	842 WESTWOOD DR	DE PERE	WI	54115
6	BECKER, KATHY L	1727 HIGHVIEW ST	DE PERE	WI	54115
7	BUSH, ERIC R	1615 WINDSOR DR	BELLEVUE	WI	54302
8	CAMPBELL, SONYA M	E1125 TOWN HALL RD	LUXEMBURG	WI	54217
9	CASTILLEJA, STORMY D	5120 EXPO DR APT 108	MANITOWOC	WI	54220
10	CHEVALIER, JENNIFER L	1030 VERONICA LN	DE PERE	WI	54115
11	CONARD, KATRINA (TRINA) L	1979 SWAN RD APT 322	DE PERE	WI	54115
12	CONNELLY, LANA S	W1934 VANDENBERG ST	KAUKAUNA	WI	54130
13	COUILLARD, THERESA L	315 14TH AV	GREEN BAY	WI	54303
14	DAMRO, DEBRA M	848 LANGLADE AV	GREEN BAY	WI	54304
15	DAVID, ELIZABETH H	5882 COUNTY ROAD B	PULASKI	WI	54162
16	DOUGLAS, RENEE L	2196 DALY DR	GREEN BAY	WI	54311
17	FAIKEL, CHERYL M	1320 SCHEURING RD APT 3	DE PERE	WI	54115
18	FRANZ, MICHAEL T	W696 RIVER BEND DR	KAUKAUNA	WI	54130
19	GALLAGHER, JOHN P	1235 LOCH DRIVE	GREEN BAY	WI	54304
20	GARBE, KIM M	1011 DIVISION ST	GREEN BAY	WI	54303
21	GARRITY, VERONICA N	1422 KELLOGG ST	GREEN BAY	WI	54303
22	GEYER, LORI J	2371 MERRY CREEK CT	GREEN BAY	WI	54311
23	GIGOT, LORI K	2358 TALLADEGA SPEEDWAY	DE PERE	WI	54115
24	GORENCHAN, KAREN F	2309 SANTA BARBARA	GREEN BAY	WI	54313
25	GRAY, RACHEL R	620 HELENA ST	DE PERE	WI	54115
26	GROTH, AMANDA A	1808 MONROE ST	TWO RIVERS	WI	54241
27	HERIBACKA, TONYA M	1144 ROLAND LN APT 1	GREEN BAY	WI	54303
28	HERMUS, JODY K	851 WOODSIDE DR	SEYMOUR	WI	54165
29	HOULE, JENNIFER L	454 S ST BERNARD DR APT 3	DE PERE	WI	54115
30	JAMES, ANN M	536 S WEBSTER AV APT 3	GREEN BAY	WI	54301
31	JANUS, KAYLA M	1707 S NORWOOD AV	GREEN BAY	WI	54304
32	JENKEL-OLIVER, LEAH	311 LANTERN LN	DE PERE	WI	54115
33	JOHNSON, THOMAS M	1912 PREBLE AV	GREEN BAY	WI	54302
34	KATERS, EMILY H	2560 BEL MEADOW DR	GREEN BAY	WI	54311
35	KELLY, BRITTANY A	W2162 MALLARD LN	KAUKAUNA	WI	54130
36	KHONG, SURIYA M	1515 N BAY HIGHLANDS DR	GREEN BAY	WI	54311
37	KITTELL, DIANA L	1763 O'HEARN LN	DE PERE	WI	54115
38	KLIMMELE, KRYSTA A	1508 ACORN DR	GREEN BAY	WI	54304
39	KWASNY, KRISTINE D	1140 MORaine WAY #36	GREEN BAY	WI	54303
40	LE CLOOX, HANNAH M	224 S CLAY ST	GREEN BAY	WI	54301
41	MANTHE, KERRY L	1908 BONFIRE WAY	DE PERE	WI	54115
42	MARTINEAU, SHERRY L	735 REID ST	DE PERE	WI	54115
43	MC ARDLE, MELISSA J	1505 S ONEIDA ST	GREEN BAY	WI	54304
44	MICHIELS, BENJAMIN J	1844 SANDY SPRINGS	DE PERE	WI	54115

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45	MILLER, LORRAINE E	2106 CRARY ST	GREEN BAY	WI	54304
46	MOLL, LORI M	1980 SPRINGCREEK CT	GREEN BAY	WI	54311
47	MORRIS, RICHARD W	2345 INDY CT	DE PERE	WI	54115
48	MUELLER, DOUGLAS L	315 HARVARD ST	GREEN BAY	WI	54303
49	NORDER, ANGELA M	1702 LIMESTONE TR	DE PERE	WI	54115
50	NORDGAARD, ALEXIS W	2278 HOPF LN	DE PERE	WI	54115
51	RICHMOND, ASHLEY D	116 1/2 N BROADWAY APT 4	DE PERE	WI	54115
52	ROBIADEK, VIRGINIA	849 CENTENNIAL CENTRE BL #39	ONEIDA	WI	54155
53	RUSSELL, DEBORAH L	1602 DELORES ST	GREEN BAY	WI	54304
54	SCHIEBEL, KATHY L	2000 OAKDALE AV	GREEN BAY	WI	54302
55	SCHROEDER, BOBBI L	929 DIVISION ST APT 7	GREEN BAY	WI	54303
56	SHERWOOD, JOSEPH D	1394 DOUSMAN ST	GREEN BAY	WI	54303
57	STEEBER, NICOLE J	854 FRIBOURG ST	DE PERE	WI	54115
58	TOEBE, TERRY L	2128 S BROADWAY	GREEN BAY	WI	54304
59	VAN DE HEI, AMY	601 GREENBELL ST	GREEN BAY	WI	54301
60	VAN DYKE, JACK M	332 IRENE ST	GREEN BAY	WI	54302
61	VAN DYKE, STEVEN G	2510 BEECHWOOD CT	APPLETON	WI	54911
62	VAN VONDEREN, FRANK J JR	3991 AGATHA CHRISTIE AV	DE PERE	WI	54115
63	VERCAUTEREN, DAWN T	1988 DICKINSON RD	DE PERE	WI	54115
64	WENNINGER, DANIEL L	2877 SAGEWOOD WAY	GREEN BAY	WI	54313
65	WEST, PENNY M	1205 NICOLET AV	GREEN BAY	WI	54304
66	WHITTEMORE, JENNIFER L	1021 ST. ANTHONY DR	DE PERE	WI	54115
67	WILMET, MICHAEL J	120 HICKORY CR	GREEN BAY	WI	54301
68	WORACHEK, ELIZABETH A	2033 BARK RIVER CT	DE PERE	WI	54115
69	ZEAMER, TINA M	3384 SCHOOL RD	DE PERE	WI	54115
70	ZEITLER, PATRICIA J	1149 ROCKDALE ST	GREEN BAY	WI	54304
71	ZELLNER, CARRIE A	1423 SMITH ST	GREEN BAY	WI	54302
72	ZEMAN, JANELLE A	2970 MOSSY OAK CR APT 20	GREEN BAY	WI	54311

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

Aldersperson Bauer moved, seconded by Aldersperson Boyd to approve Operator License Applications #1-4 and 6-72. Upon vote, motion carried unanimously.

Aldersperson Kneiszel moved, seconded by Aldersperson Boyd, to approve Operator License #5. Upon vote, motion carried 6-0 with Aldersperson Bauer abstaining.

22. Future agenda items. Aldersperson Bauer received an email from a constituent who had a complaint concerning the City of De Pere policy regarding to flag maintenance. The City failed to lower their flags to half-mast when receiving recommendation from the Governor. Since the incident occurred, it has been brought to the attention of the Mayor. The policy has been reviewed and the constituent was apologized to on behalf of the City.

23. Upon motion by Aldersperson Crevier, seconded by Aldersperson Van Vonderen, the Common Council adjourned at 8:11 p.m. Upon vote, motion carried unanimously.

DRAFT
Respectfully submitted,

Shana Defnet
Clerk - Treasurer

RECOMMENDATIONS

June 12, 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, June 11, 2012:

- A. Recommend award the bid for Project 12-04 Street Reconstruction – Glenwood Avenue to Feaker & Sons Co., PO Box 5817, De Pere, WI 54115 in the amount of \$554,056.70.
- B. Recommend award the bid for Project 12-07 Asphalt, Curb and Sewer Repair to Northeast Asphalt, Inc., W6380 Design Dr, Greenville WI 54942 in the amount \$734,740.85.

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: June 5, 2012
Subject: Consider award for Project 12-04 Street Reconstruction – Glenwood Avenue

The Engineering Department received bids for Project 12-04 Street Reconstruction -- Glenwood Avenue on May 31st. This work includes: water main relay, water lateral relay, storm sewer relay, new storm sewer laterals, reconstructing the street with new curb & gutter and asphaltic concrete pavement, driveway replacement, and landscape restoration behind the curb and gutter. This project will be done concurrent with the sanitary sewer relay bid under City Project 12-01B. The bids received were as follows:

Bidder	Amount
Feaker & Sons Co., Inc.	\$554,056.70
Jossart Brothers, Inc.	\$565,931.80
PTS Contractors, Inc.	\$569,244.25
De Groot, Inc.	\$577,652.10
Vinton Construction Company	\$584,909.63
Advance Construction Inc.	\$608,212.35
Dorner Inc.	\$631,412.85
David Tenor Corporation	\$634,732.00

The budgeted amount from the capital improvement fund is \$585,200. Funding will be \$450,000 from the capital improvement fund and \$135,200 from the storm water utility fund. The staff recommendation is to award the bid to Feaker & Sons Co., Inc. in the amount of \$554,056.70.

RYL QUR

STIMULANT AND DEPRESSANT

ITEM	DESCRIPTION	BIDDER NO. 1 PEAKER & SONS CO. INC.		BIDDER NO. 2 JOSSAKT, INC.		BIDDER NO. 3 PYS CONTRACTORS, INC.		BIDDER NO. 4 DE CROOT, INC.		BIDDER NO. 5 VINTON CONSTRUCTION COMPANY		BIDDER NO. 6 ADVANCE CONSTRUCTION		BIDDER NO. 7 BORNER INC.		BIDDER NO. 8 DAVID TENOR CORPORATION	
		UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID		UNIT PRICE
SD-07	1 1/2-inch upper layer, Type E1, PG 64-22 Provide Asphalt Concrete Pavement -	SY	5,915	\$ 5.75	\$ 34,011.25	5.76	\$34,070.40	6.77	\$40,008.45	\$5.00	\$25,120.85	5.65	\$33,410.75	\$8.60	\$50,860.00	5.42	\$34,425.70
SD-08	2 1/2-inch lower layer, Type E1, PG 64-22 Crackbed Aggregate Base Course, 1 1/2-	SY	5,625	7.20	\$ 40,500.00	7.20	\$40,500.00	7.24	\$40,724.00	\$7.47	\$42,018.75	7.05	\$39,656.25	\$7.45	\$41,906.25	7.26	\$40,877.50
SD-09	inch, 15" Depth	SY	6,700	7.55	\$ 50,485.00	7.55	\$50,385.00	7.46	\$49,652.00	\$7.83	\$52,161.00	7.90	\$40,166.00	\$7.85	\$52,395.00	8.74	\$55,316.00
SD-10	Crackbed Aggregate Base Course, 1 1/2-	SY	60	13.13	\$ 787.80	13.15	\$789.00	5.53	\$331.80	\$6.74	\$404.40	5.00	\$300.00	\$11.60	\$616.00	10.30	\$618.00
SD-11	inch, 9" Depth	SY	464	\$ 3.30	\$ 1,531.20	5.20	\$2,412.80	3.70	\$1,716.80	\$3.70	\$1,716.80	3.77	\$1,700.88	\$5.40	\$2,505.60	5.15	\$2,287.60
SD-12	Mechanical Excavation Landscaping - Fertilizer, Soil, Fertilizer	CY	3,070	7.14	\$ 21,919.80	7.15	\$21,920.50	6.68	\$23,807.60	\$7.70	\$23,819.00	10.35	\$21,308.50	\$7.50	\$23,825.00	9.27	\$46,095.70
SD-13	and Mulch	SY	4,030	4.60	\$ 18,538.00	2.40	\$8,160.00	0.84	\$3,402.00	\$4.71	\$19,116.00	5.34	\$21,222.00	\$5.15	\$20,837.50	5.46	\$32,113.00
SD-14	Removal & Restoration of Abandoned Roadway	LS	1	2,313.00	\$ 2,313.00	1,350.00	\$1,350.00	3,181.00	\$3,181.00	\$2,325.00	\$2,325.00	7,000.00	\$2,000.00	4,000.00	\$4,000.00	\$1,500.00	\$2,400.00
SPECIAL CONSTRUCTION																	
SC-01	Pine Foundation Stabilization	CY	100	0.01	\$ 1.00	12.00	\$1,200.00	0.01	\$1.00	\$1.15	\$1,155.00	19.00	\$1,900.00	18.00	\$1,800.00	\$20.00	\$3,300.00
SC-02	Irish Tractation, Type B	EA	18	40.00	\$ 720.00	\$0.00	\$900.00	\$5.00	\$900.00	\$25.25	\$454.50	\$0.00	\$900.00	45.00	\$810.00	\$800.00	\$900.00
SC-03	Casualty Reinforcement	SY	2,500	3.06	\$ 7,650.00	3.05	\$7,625.00	3.06	\$7,500.00	\$2.51	\$6,325.00	1.41	\$4,075.00	2.00	\$5,000.00	\$3.20	\$9,000.00
SC-04	Adjust Scaffolding Manhole	EA	11	350.00	\$ 3,850.00	200.00	\$2,200.00	200.00	\$2,200.00	\$3,100.00	\$3,100.00	350.00	\$3,850.00	380.00	\$4,180.00	300.00	\$3,300.00
SC-05	Ironing Mat	SY	140	1.25	\$ 175.00	3.00	\$420.00	2.10	\$254.00	\$1.45	\$203.00	3.00	\$420.00	1.40	\$196.00	1.10	\$182.00
SC-06	Stone Trucking Pad	EA	1	700.00	\$ 700.00	750.00	\$750.00	605.00	\$605.00	\$665.00	\$665.00	300.00	\$300.00	1,000.00	\$1,000.00	\$500.00	\$550.00
																\$631,412.85	
																\$634,732.00	

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: June 5, 2012
Subject: Consider award for Project 12-07 Asphalt, Curb, and Sewer Repair

The Engineering Department received bids for Project 12-07 Asphalt, Curb, and Sewer Repair on May 31st. This work includes: spot storm sewer, inlet lead, and inlet repair and replacement, manhole adjustment and repair, spot curb and gutter repair and replacement, mudjacking curb, driveway removal and replacement, milling and pulverizing asphaltic concrete pavement, asphaltic concrete paving, sanitary sewer replacement on existing sewer, spot sanitary sewer replacement, and terrace landscape restoration. The bids received were as follows:

Bidder	Amount
Northeast Asphalt, Inc.	\$734,740.85
MCC, Inc.	\$773,601.64

The budgeted amount from the capital improvement budget is \$745,000. Funding will be \$535,000 from the capital improvement fund, \$50,000 from the storm water utility fund, \$15,000 from the sewage revenue fund and funds from other sources as follows: The Fire Department repairs are \$5,000.00. The Park Department repairs are \$70,000. Developers are responsible for the asphalt binder, gravel, and structure adjustments amount of \$70,000.

The staff recommendation is to award the bid to Northeast Asphalt, Inc. in the amount of \$734,740.85.

PROJECT 12-07 ASPHALT, SEWER, & CURB REPAIR

BID TAB

				BIDDER NO. 1		BIDDER NO. 2	
				NORTHEAST ASPHALT, INC.		MCC, INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER							
SS-01	Remove and Relay 8" PVC Sanitary Sewer	LF	25	\$125.00	\$3,125.00	\$120.00	\$3,000.00
SS-02	Install New Sanitary Manhole	VF	16	\$390.00	\$6,240.00	\$450.00	\$7,200.00
SS-03	Core Drilling Existing Sanitary Manhole	EACH	3	\$950.00	\$2,850.00	\$750.00	\$2,250.00
STORM SEWER							
ST-01	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	141	\$40.00	\$5,640.00	\$48.00	\$6,768.00
ST-02	Remove and Replace Type B Inlet	EACH	14	\$1,975.00	\$27,650.00	\$2,100.00	\$29,400.00
ST-03	Install Type A Field Inlet	EACH	1	\$1,225.00	\$1,225.00	\$1,500.00	\$1,500.00
STREET AND DRAINAGE CONSTRUCTION							
SD-01	Curb & Gutter Mud-Jacking	LF	853	\$3.50	\$2,985.50	\$6.00	\$5,118.00
SD-02	Remove and Replace Curb & Gutter	LF	2,705	\$28.00	\$75,740.00	\$29.35	\$79,391.75
SD-03	Remove Existing Curb & Gutter & Replace with Slip Form Concrete Curb & Gutter 24-inch Type D (Nicolet Place)	LF	690	\$16.10	\$11,109.00	\$20.00	\$13,800.00
SD-04	Remove and Replace Concrete Sidewalk 4-inch	SF	475	\$4.60	\$2,185.00	\$5.50	\$2,612.50
SD-05	Curb Ramp Detectable Warning Field -Yellow	SF	16	\$35.00	\$560.00	\$29.00	\$464.00
SD-06	Milling Asphaltic Concrete Pavement	SY	49,393	\$0.65	\$32,105.45	\$1.18	\$58,283.74
SD-07	Pulverize Asphaltic Concrete Pavement	SY	3,980	\$2.05	\$8,159.00	\$0.67	\$2,666.60
SD-08	Asphaltic Concrete Pavement Type E-1 (PG64-24) Surface	TON	7,052	\$54.45	\$383,981.40	\$53.15	\$374,813.80
SD-09	Asphaltic Concrete Pavement Type E-1 (PG64-24) Binder	TON	1,145	\$51.40	\$58,853.00	\$57.70	\$66,066.50
SD-10	Asphaltic Concrete Pavement Type E-1 (PG64-24) Surface - 3-inch binder (Preserve Trail)	TONS	720	\$59.10	\$42,552.00	\$64.15	\$46,188.00
SD-11	Large Asphalt Patch Type E-1, (PG64-24)	SY	55	\$35.00	\$1,925.00	\$27.25	\$1,498.75
SD-12	Small Asphalt Patch Type E-1, (PG64-24)	SY	50	\$35.00	\$1,750.00	\$32.10	\$1,605.00
SD-13	1 1/4- inch Crushed Aggregate Base Course	TON	180	\$36.50	\$6,570.00	\$10.25	\$1,845.00
SD-14	Landscaping (Preserve Trail) - Topsoil, Seed, Fertilize and Mulch	SY	2,810	\$4.05	\$11,380.50	\$4.00	\$11,240.00
SD-15	Ditch Swale (Park Reserve)	LF	70	\$29.50	\$2,065.00	\$7.00	\$490.00
SD-16	Provide Reinforcement for Curb & Gutter 2 #4 Bars	LF	100	\$2.05	\$205.00	\$2.00	\$200.00
SPECIAL CONSTRUCTION							
SP-01	Inlet Protection, Type A	EACH	1	\$110.00	\$110.00	\$100.00	\$100.00
SP-02	Inlet Protection, Type B	EACH	25	\$53.20	\$1,330.00	\$40.00	\$1,000.00
SP-03	Adjust Inlet	EACH	25	\$305.00	\$7,625.00	\$425.00	\$10,625.00
SP-04	Adjust Manhole	EACH	52	\$385.00	\$20,020.00	\$450.00	\$23,400.00
SP-05	Reconstruct Inlet	EACH	6	\$900.00	\$5,400.00	\$1,200.00	\$7,200.00
SP-06	Reconstruct Manhole	EACH	11	\$975.00	\$10,725.00	\$1,250.00	\$13,750.00
SP-07	Medium Rip Rap	SY	15	\$45.00	\$675.00	\$75.00	\$1,125.00
					\$0.00		\$0.00
					\$734,740.85		\$773,601.64
	GRAND TOTAL						

RECOMMENDATION

June 12, 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 June 12, 2012:

Recommendation on the following to approve:

- A. To approve request by Carol Tess to transfer \$1,000 donation for Claude-Allouez Bridge lighting to dock installations on the Fox River.
- B. To deny the request of Fire Chief Kiser to reinstate 2011 standby call-in procedure and overtime funding.

Respectfully Submitted

Finance/Personnel Committee

Lawrence Delo
City Administrator

MEMORANDUM

TO: Finance & Personnel Committee

FROM: Lawrence M. Delo, City Administrator



DATE: June 4, 2012

SUBJECT: Request to Transfer \$1,000 Donation from Claude-Allouez Bridge Lights to Boat Docks

The City has received a request from Ms. Carol Tess to transfer \$1,000 she donated for lights on the Claude-Allouez Bridge to a fund to pay for boat docks near the former James Street Inn. The Park Department has been working with Mr. Steve Seidel on a proposal where Mr. Seidel and other citizens raise the funds for the boat docks and donate them to the City.

The Administration recommends the requested transfer.

Larry Delo

From: Carol Tess <tessc@new.rr.com>
Sent: Tuesday, May 29, 2012 10:56 AM
To: Larry Delo
Subject: FW: donation transfer

From: Carol Tess [mailto:tessc@new.rr.com]
Subject: donation transfer

Good Morning Larry,

This email is in regard to the \$1,000.00 donation I made to a campaign Sharon Resch was conducting to raise funds for lights on the De Pere bridge. It appears that the goal was never reached and the donation has been sitting in an escrow fund for the past 3 years. I would like to have the \$1,000.00 transferred from the bridge lights fund to the campaign to raise money for boat docks to be built near the James Street Inn.

Thank you for any help you can give me to make this happen.

Sincerely,

**Carol Tess
336-5646
tessc@new.rr.com**



Memo

To: De Pere Finance Committee
From: Robert Kiser, Fire Chief
Date: June 13, 2012 corrected report
Re: Standby comparison 2011 to 2012 (January thru April)

The comparison report submitted to the Finance Committee on June 12, 2012 regarding standby use for the first four months of 2011 and 2012 had number errors.

The request by Alderman Lueck made us review the numbers again and the handout is the most accurate numbers, we found the standby part of the monthly report has developed a problem. We had this problem a few years ago, and seem to have resurfaced again. The standbys listed as part of the monthly log will be omitted and be listed at the bottom of the overtime report.

We have corrected the problem and in future reports to finance; standby reports will come from the firehouse, staff entry report, which is the most accurate.

Attached is the correct breakdown for standby comparison:

January 2011 -- 116	March 2011 -- 144
2012 -- 25	2012 -- 17
Or 91 less	Or 127 less
February 2011 -- 120	April 2011 -- 104
2012 -- 28	2012 -- 20
Or 92 less	Or 84 less

Also attached is the monthly review of 2011 from January thru April listing dates that the stations were left empty. For the station to be considered empty for this report less than one person was in station.

For this report the station being empty means that a frontline vehicle is in station without staff for an average of one hour.

Conclusion: In 2012 the department is averaging 98.5 standbys a month less than 2011.

The average of Station 2 being unavailable is 39 hours per month.

Station 1 has been averaging unavailable time of 10 hours per month

Note: 7 person staffing dates leaves one person at station 1 and the station is not listed as unavailable.

Both Stations empty average 8 hours per month.

In 2011 only one station was empty average 8 hours a month.

If you have any questions, feel free to see me.

LICENSE COMMITTEE RECOMMENDATIONS

June 19, 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 June 19, 2012.

- a) Original Application for a "Class C" Wine Liquor License for Paintin' Pottery or Bead It, 520 George St., De Pere, WI for the licensing period July 1, 2012 to June 30, 2013. Submitted by Carolyn Caffrey S. Corp, 1719 Sunnyside Ln., De Pere, WI 54115.
- b) 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.
- c) Original Application for a Class "B" Beer & "Class B" Liquor License for Shakers Bar, 338 Main Ave., De Pere, WI for the licensing period July 1, 2012 to June 30, 2013. Submitted by Shakers Bar, LLC, Agent: Andrew Phillips, 621 Lewis St., De Pere, WI 54115. (Previously Shakers Bar owned by James Robert Boettcher).
- d) Original Application for a Class "B" Beer & "Class B" Liquor License for Silver Fox (Previously Knights) for the licensing period July 1, 2012 to June 30, 2013. 401 Main Ave., De Pere, WI. Submitted by Silver Fox GB, LLC, Agent: William J. Schleis, 2509 Sheridan Dr., Green Bay, WI 54311.
- e) Original Application for a Class "A" Fermented Malt Beverage License for GCS Scheuring Shell, 1511 Lawrence Dr., De Pere, WI for the licensing period June 20, 2012 to June 30, 2012. Submitted by GSC Holdings of De Pere, LLC, Agent: Daniel Pamperin, 396 Talus Cr., De Pere, WI 54115.
- f) Previously tabled application for a Class "B" Beer/ "Class B" Liquor License for Honey Hole II, 413 Main Ave., De Pere, WI for the licensing period July 1, 2012 to June 30, 2013. Submitted by Honey Hole II, LLC, Agent: Gary L. Drew, 426 Aloysius Ct., De Pere, WI 54115.

Respectfully Submitted,

License Committee

Shana Defnet
Clerk-Treasurer

(a)

June 19, 2012

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1st 20 12
ending June 30 20 13

TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City of }

County of Brown Aldermanic Dist. No. 2 (if required by ordinance)

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

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

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

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

	Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Owner</u>	<u>Carolyn Caffrey</u>	<u>1719 Sunnyside Lane, De Pere</u>	<u>54115</u>
Vice President/Member				
Secretary/Member				
Treasurer/Member				
Agent	<u>Carolyn Caffrey</u>			
Directors/Managers				

3. Trade Name Paintin' Pottery or Read It Business Phone Number 316-0903
4. Address of Premises 520 George Street Post Office & Zip Code De Pere, WI 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☐ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date May 17, 2012 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) TWO story building, I occupy bottom floor. There is one -

10. Legal description (omit if street address is given above):
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☒ No
(b) If yes, under what name was license issued?
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776]. ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 17th day of May, 20 12

[Signature]
(Clerk/Notary Public)

My commission expires 8-3-14

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

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

TO BE COMPLETED BY CLERK

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

First Floor of 2 Story Building. Serving Food & wine
in 2,000 Sq. Foot area excluding Childrens Party Room.

**SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT
ORGANIZATION OR LIMITED LIABILITY COMPANY**

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town
☐ Village of De Pere County of Brown
☒ City

The undersigned duly authorized officer(s)/members/managers of Paintin' Pottery or Bead It.
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

Paintin' Pottery or Bead It
(trade name)

located at 520 George Street

appoints Carolyn Caffrey
(name of appointed agent)

1719 Sunnyside Lane, De Pere, WI 54115
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 48 yr.

Place of residence last year 1719 Sunnyside Lane, De Pere, WI 54115

For: Paintin' Pottery or Bead It
(name of corporation/organization/limited liability company)

By: Carolyn Caffrey
(signature of Officer/Member/Manager)

And: Carolyn Caffrey
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Carolyn Caffrey, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Carolyn Caffrey 5/17/12 Agent's age 48
(signature of agent) (date)

1719 Sunnyside Lane, De Pere, WI 54115 Date of birth 10/08/63
(home address of agent)

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 5/22/12 by [Signature] Title Police Chief
(date) (signature of proper local official) (town chair, village president, police chief)

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Caffrey		Carolyn		Joan	
Home Address (street/route)		Post Office	City	State	Zip Code
1719 Sunnyside Lane		De Pere	De Pere	WI	54115
Home Phone Number		Age	Date of Birth	Place of Birth	
(920) 338-9483		48	10/8/63	Green Bay, WI	

The above named individual provides the following information as a person who is (check one):

- ☐ Applying for an alcohol beverage license as an individual.
☐ A member of a partnership which is making application for an alcohol beverage license.

☒ Carolyn Caffrey of Paintin' Pottery or Bead It
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 48 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☐ No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers. Self employed Paintin' Pottery or Bead 2/02-PN
- | | | | |
|-----------------|-------------------------------------|---------------|----|
| Employer's Name | Employer's Address | Employed From | To |
| Direct Supply | 6767 N. Industrial Rd. WI | 89 | 96 |
| The Quarry | 11046 North Port Road
Mequon, WI | 89 | 91 |

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 17th day of May, 20 12

[Signature]
(Clerk/Notary Public)

My commission expires 8-3-14

[Signature]
(Signature of Named Individual)



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(6)

RENEWAL APPLICATIONS FOR THE JUNE 19, 2012 COMMON COUNCIL MEETING:

CLASS "A" BEER & "CLASS A" LIQUOR

- 1) Festival Foods, 1001 Main Avenue, submitted by TS Fest Inc., Agent: Rickey Jay Teegarden, 2945 Emma Lane Drive, Green Bay, WI.
- 2) GCS Scheuring Shell, 1511 Lawrence Dr., De Pere, WI. Submitted by GCS Holdings of De Pere, LLC, Agent: Daniel Pamperin, 396 Talus Ct., De Pere, WI 54115.

CLASS "A" BEER

- 1) Dollar General Store #10542, 805 Main Avenue, submitted by Dolgencorp LLC, Agent: Jack Fehrmann, 5904 County Road J, Oconto, WI.

CLASS "B" BEER & "CLASS B" LIQUOR

- 1) Chateau De Pere, 201 James Street, submitted by Harp & Eagle, LTD, Agent: Clarke Boyle, 1268 Cass Street, Green Bay, WI.
- 2) McGeorge's Pub, 415 George Street, submitted by George Street Bar LLC, Agent: Leslie Conard, 2769 Humboldt Road, Green Bay, WI.

CLASS "B" BEER

- 1) De Pere Cinema, 417 George Street, submitted by Get Reel Inc., Agent: Vicki Radue, 801 E. Gile Circle, De Pere, WI.
- 2) Wally Dogs, 310 Main Avenue, submitted by Wally Dogs LLC, Agent: Joel Allen Miller, 110 Woodview Lane, Green Bay, WI.

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1st 20 12 ;
ending June 31st 20 13

TO THE GOVERNING BODY of the: ☐ Town of } De Pere
☐ Village of }
☒ City of }

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

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Matthew Marcus Kistner, Shakers LLC Shakers Bar, LLC Andrew Phillips, Dustin Phillips

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Member</u>	<u>Dustin Allen Phillips</u>	
Vice President/Member	<u>Member</u>	<u>Andrew Lee Phillips</u>	<u>621 Lewis St De Pere, WI 54115</u>
Secretary/Member	<u>Member</u>	<u>Matthew Marcus Kistner</u>	<u>621 Lewis St De Pere, WI 54115</u>
Treasurer/Member			
Agent	<u>Andrew Phillips</u>		
Directors/Managers			

3. Trade Name Shakers Business Phone Number _____
4. Address of Premises 334 Main Ave Post Office & Zip Code De Pere, WI

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

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) _____

10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
(b) If yes, under what name was license issued? _____

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 4th day of June, 20 12

[Signature]
(Clerk/Notary Public)

My commission expires May 31, 2015

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

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

[Signature]
(Additional Partners/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

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

**SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT
ORGANIZATION OR LIMITED LIABILITY COMPANY**

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village ☒ City of De Pere County of Brown

The undersigned duly authorized officer(s)/members/managers of Shakers Bar LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

Shakers Bar
(trade name)

located at 338 Main Ave, De Pere, WI 54115

appoints Andrew L Phillips
(name of appointed agent)

621 Lewis St, De Pere, WI 54115
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 23 years

Place of residence last year 500 North Tenth St, De Pere, WI 54115

For: Shakers Bar LLC
(name of corporation/organization/limited liability company)

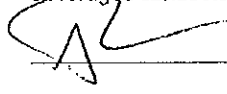
By: 
(signature of Officer/Member/Manager)

And: 
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Andrew L Phillips, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

 6/4/12
(signature of agent) (date)
621 Lewis St, De Pere, WI 54115
(home address of agent)

Agent's age 23

Date of birth 6/16/1989

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 6/12/12 by  Title POLICE CHIEF
(date) (signature of proper local official) (town chair, village president, police chief)

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print)		(last name)	(first name)	(middle name)
		Phillips	Dustin	Allen
Home Address (street/route)		Post Office	City	State Zip Code
1145C Brosig St.			Green Bay	WI 54311
Home Phone Number		Age	Date of Birth	Place of Birth
(920) 819-9904		25	01/21/1987	Green Bay, WI

The above named individual provides the following information as a person who is (check one):

- ☐ Applying for an alcohol beverage license as an individual.
- ☒ A member of a partnership which is making application for an alcohol beverage license.
- ☐ member of Shakers LLC
- (Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 25 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Festival Foods	10001 main Ave De Pere, WI 54115	Feb 2009	Present
United States Army	2924 Holmgren Way Green Bay, WI	Aug 2004	Present

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 4 day of June, 2012

[Signature]
(Clerk/Notary Public)

My commission expires May 31, 2015

[Signature]
(Signature of Named Individual)



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AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
KisPest		Matthew		M.	
Home Address (street/route)		Post Office	City	State	Zip Code
621 Lewis st.			De Pere	WI	54115
Home Phone Number		Age	Date of Birth	Place of Birth	
(920) 327-1437		29	11/18/82	Green Bay, WI	

The above named individual provides the following information as a person who is (check one):

☐ Applying for an alcohol beverage license as an individual.

☒ A member of a partnership which is making application for an alcohol beverage license.

☐ Member of Shakers LLC
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 29 years

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☒ Yes ☐ No

If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

2000 underage consumption, fine / 2001 worthless check, fine / 2006 Negligent Mal Shlaughter 90 days jail, probation

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No

If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No

If yes, identify.

(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No

If yes, identify.

(Name of Wholesale Licensee or Permittee)

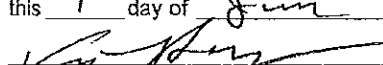
(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Super Valu	451 JOANNE Ave Green Bay	2007	2007
Southwest Conservation Corps	120 Rock Point Dr. Durango, CO	2005	2006

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 4th day of June, 2010

(Notary Public)


(Signature of Named Individual)

My commission expires May 31, 2015



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AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <u>Phillips</u>		(first name) <u>Andrew</u>	(middle name) <u>Lee</u>	
Home Address (street/route) <u>621 Lewis Street</u>		Post Office	City <u>De Pere</u>	State <u>WI</u> Zip Code <u>54115</u>
Home Phone Number <u>(920) 393-0648</u>		Age <u>28</u>	Date of Birth <u>6/16/1988</u>	Place of Birth <u>Green Bay, WI</u>

The above named individual provides the following information as a person who is (check one):

- ☐ Applying for an alcohol beverage license as an individual.
- ☒ A member of a partnership which is making application for an alcohol beverage license.
- ☐ member of Shakers Bar
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 23 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name <u>Supervalu Distr</u>	Employer's Address <u>451 Dannes Ave</u>	Employed From <u>Sep '11</u>	To <u>Present</u>
Employer's Name <u>USMC</u>	Employer's Address <u>Ha Spt Bn A Co Disb, Camp Lejeune</u>	Employed From <u>July '07</u>	To <u>Apr '11</u>

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 49 day of June, 2012

[Signature]
(Clerk/Notary Public)

[Signature]
(Signature of Named Individual)

My commission expires May 31, 2015



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SURRENDER OF LICENSE

Part I

Legal/Real Name of Current Licensee: James Boettcher
Premises Address: 308 Main St Bellevue Wisconsin 54115
Trade Name: Shakers Bar

This is to advise that the undersigned is surrendering the following license(s)

Combination "Class B" Beer & Liquor
Class "B" Beer
Class "A" Beer and/or "Class A" Liquor (circle which apply)
Wholesale Beer
"Class C" Wine

to: Dustin Phillips Shakers Bar LLC
Insert Legal/Real name of Proposed Licensee and Trade Name)

And understand that said license(s) will be cancelled upon the Common Council's granting of a license to the applicant named herein.

New Applicant

[Signature]
President, Member, Partner, Individual

[Signature]
Secretary, Member, Partner

State of Wisconsin)

) ss.

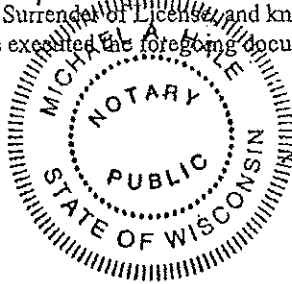
County of Brown

Current Licensee

James Boettcher
President, Member, Partner, Individual

[Signature]
Secretary, Member, Partner

On the 31 day of May, 2012, personally came before me
Dustin Boettcher Phillips & James Boettcher, known to me to be the person(s) who
executed the foregoing Surrender of License, and known to me to be the Current Licensee and
acknowledged that s/he executed the foregoing document.



Michael A. Kahl
Notary Public

Brown County, Wisconsin

My Commission expires: 5-11-2014

State of Wisconsin)

) ss.

County of Brown

On the 7th day of June, 2012, personally came before me
Dustin Phillips, known to be to be the person(s) who
executed the foregoing Surrender of License, and known to me to be the Proposed New Applicant and
acknowledged that s/he executed the foregoing document.

[Signature]
Notary Public

Brown County, Wisconsin

My Commission expires: May 31, 2015

SURRENDER OF LICENSE
Part II

5-21-12

Date

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

This is to notify you that I am the owner of the building located at

338 Main Ave, De Pere, Wisconsin.

I have entered into a lease for the above property effective July 1, 2012 with

Matth Kispert, Dustin Phillips, Andrew Phillips (Strike sentence if not applicable).

Further, this letter is to document that said owner or tenant has control of the premises, and may apply for the necessary beer and/or liquor licenses for said location.

Sincerely,

Rick S Heyrman
Signature of owner of building

Printed name of owner: Rick S Heyrman

Home address of owner: 1086 Circle Dr Green Bay, WI 54313

Daytime phone number of owner: 920-655-3431

ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1 20 12 :
ending June 30 20 13

TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De PERE
☒ City of

County of BROWN Aldermanic Dist. No. _____ (if required by ordinance)

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): SILVER FOX GB, LLC

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>WILLIAM J. SCHLEIS</u>	<u>See Below</u>	<u>See Below</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>WILLIAM J. SCHLEIS</u>	<u>2509 SHERIDAN DR. GREENBAY</u>	<u>54311</u>
Directors/Managers			

3. Trade Name SILVER FOX Business Phone Number 920 737-2098
4. Address of Premises 401 MAIN AVE. Post Office & Zip Code DePere 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☐ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WIS and date 3/30/12 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No

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

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) FRONT & REAR 401 MAIN AVE
10. Legal description (omit if street address is given above):
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
(b) If yes, under what name was license issued? Presage LLC
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] ☒ Yes ☐ No
14. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 22nd day of May, 20 12

[Signature]
(Clerk/Notary Public)

My commission expires _____

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

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

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

TO BE COMPLETED BY CLERK

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

**SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT
ORGANIZATION OR LIMITED LIABILITY COMPANY**

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village of DEPERE County of BROWN
☒ City

The undersigned duly authorized officer(s)/members/managers of SILVER FOX GB LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

SILVER FOX GB LLC
(trade name)

located at 401 MAIN AVE DE PERE WI 54115

appoints WILLIAM J. SCHLEIS
(name of appointed agent)

2509 SHERIDAN DR. GREEN BAY WI 54302
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☒ Yes ☐ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

VINTAGE WINW. LLC

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 63 YRS

Place of residence last year 2509 SHERIDAN DR.

For: SILVER FOX GB LLC
(name of corporation/organization/limited liability company)

By: William Schleis
(signature of Officer/Member/Manager)

And: _____
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, WILLIAM J. SCHLEIS, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

William J. Schleis 5-21-12 Agent's age 63
(signature of agent) (date)

2509 SHERIDAN DR. GREEN BAY WI 54302 Date of birth 4-11-49
(home address of agent)

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 5/25/12 by [Signature] Title POLICE CHIEF
(date) (signature of proper local official) (town chair, village president, police chief)

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)	(middle name)		
SCHLEIS		WILLIAM	JAMES		
Home Address (street/route)	Post Office	City	State	Zip Code	
2509 SHERIDAN DR	GREEN BAY 54302	GREEN BAY	WI	54302	
Home Phone Number	Age	Date of Birth	Place of Birth		
920 737-2898	63	4-11-49	BROWN CTY		

The above named individual provides the following information as a person who is (check one):

- ☐ Applying for an alcohol beverage license as an individual.
☐ A member of a partnership which is making application for an alcohol beverage license.

☒ MEMBER of SILVER FOX G.B. LLC
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 63 yrs
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
 If yes, identify. VINTAGE WMW LLC 119 1/2 S. WASHINGTON ST. 54301
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer license, brewery/winery permit or wholesale liquor manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
 If yes, identify.
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
SCALEIS FLOWERS COVERING	998 GLORY RD.	1974	Present
Employer's Name	Employer's Address	Employed From	To

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 22nd day of May, 20 12
Kim Flannery
(Clerk/Notary Public)

X William J. Schleis
(Signature of Named Individual)

My commission expires _____



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Recycled Paper

SURRENDER OF LICENSE

Part I

Legal/Real Name of Current Licensee: Presage LLC
Premises Address: 401 Main Ave.
Trade Name: Knights

This is to advise that the undersigned is surrendering the following license(s)

Combination "Class B" Beer & Liquor

Class "B" Beer

Class "A" Beer and/or "Class A" Liquor

(circle which apply)

Wholesale Beer

"Class C" Wine

to: SILVER FOX GB LLC
Insert Legal/Real name of Proposed Licensee and Trade Name)

And understand that said license(s) will be cancelled upon the Common Council's granting of a license to the applicant named herein.

New Applicant

William J. Schleis
President, Member, Partner, Individual

Secretary, Member, Partner

Current Licensee

[Signature]
President, Member, Partner, Individual

Agent
Secretary, Member, Partner

State of Wisconsin)

) ss.

County of Brown

On the 12th day of March, 2012, personally came before me
Brian P. Janousch, known to me to be the person(s) who
executed the foregoing Surrender of License, and known to me to be the Current Licensee and
acknowledged that s/he executed the foregoing document.

[Signature]
Notary Public

Brown County, Wisconsin

My Commission expires: 8-3-2014

State of Wisconsin)

) ss.

County of Brown

On the 23rd day of May, 2012, personally came before me
William J. Schleis, known to be to be the person(s) who
executed the foregoing Surrender of License, and known to me to be the Proposed New Applicant and
acknowledged that s/he executed the foregoing document.

[Signature]
Notary Public
Brown County, Wisconsin

My Commission expires: May 15, 2012

SURRENDER OF LICENSE
Part II

5-21-12

Date

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

This is to notify you that I am the owner of the building located at

401 MAIN AV

, De Pere, Wisconsin.

I have entered into a lease for the above property effective MAY 1, 2012 with

SILVER FOX GB LLC

.(Strike sentence if not applicable).

Further, this letter is to document that said owner or tenant has control of the premises, and may apply for the necessary beer and/or liquor licenses for said location.

Sincerely,

William Schlein

Signature of owner of building

Printed name of owner:

SCHLEIS Properties LLC William Schlein

Home address of owner:

2509 SHERIDAN DR GB. 54302

Daytime phone number of owner:

920 737-2898

June 19, 2012

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning June 20 20 12
ending June 30 20 12

TO THE GOVERNING BODY of the: De Pere

County of Brown Aldermanic Dist. No. _____ (If required by ordinance)

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): GCS Holdings of DePere LLC

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Member Daniel Pamperin</u>	<u>396 Talus Ct.</u>	<u>DePere, WI 54115</u>
Vice President/Member	<u>Member Lori Pamperin</u>	<u>396 Talus Ct</u>	<u>DePere, WI 54115</u>
Secretary/Member	<u>member David R. Krause</u>	<u>1905 Rainbow Av</u>	<u>De Pere, WI 54115</u>
Treasurer/Member			
Agent	<u>Daniel Pamperin</u>		
Directors/Managers			

3. Trade Name GCS Scheuring Shell Business Phone Number 920-347-3700
4. Address of Premises 1511 Lawrence Dr Post Office & Zip Code DePere, WI 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date May 2012 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No

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

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) C-Store, Liquor behind Gate after hours

10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
(b) If yes, under what name was license issued? _____

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776]. ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 29th day of May, 20 12

Notary Public
(Official Seal)

My commission expires July 1, 2014

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

Daniel Pamperin
(Official of Corporation/Member/Manager of Limited Liability Company/Partner)

Daniel Pamperin
(Official of Corporation/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

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

Daniel Pamperin and Lori Pamperin are members of several C-stores in northeast Wisconsin that hold Liquor License. See attached listing behind Auxiliary Questionnaire.

**SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT
ORGANIZATION OR LIMITED LIABILITY COMPANY**

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town
☐ Village of De Pere County of Brown
☒ City

The undersigned duly authorized officer(s)/members/managers of GCS Holdings of DePere LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

located at 1511 Lawrence Dr. DePere, WI 54115
(trade name)

appoints Daniel J. Pamperin
(name of appointed agent)
396 Talus Ct. DePere, WI 54115
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☒ Yes ☐ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

See attached

Is applicant agent subject to completion of the responsible beverage server training course? ☐ Yes ☒ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 52 Years

Place of residence last year 396 Talus Ct. DePere, WI 54115

For: GCS Holdings of DePere, LLC
(name of corporation/organization/limited liability company)

By: [Signature]
(signature of Officer/Member/Manager)

And: [Signature]
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Daniel J. Pamperin, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 5/29/12 Agent's age 52
(signature of agent) (date)
396 Talus Ct. DePere, WI 54115 Date of birth 4-20-60
(home address of agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 6/12/12 by [Signature] Title POLICE CHIEF
(date) (signature of proper local official) (town chair, village president, police chief)

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Pamperin		Daniel		John	
Home Address (street/route)		Post Office		City	State Zip Code
396 Talus Ct.		De Pere		De Pere	WI 54115
Home Phone Number		Age	Date of Birth		Place of Birth
920-338-8453		52	4-20-1960		Green Bay, WI

The above named individual provides the following information as a person who is (check one):

☐ Applying for an alcohol beverage license as an individual.

☐ A member of a partnership which is making application for an alcohol beverage license.

☒ Member of GCS Holdings of De Pere, LLC
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 52 Years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
If yes, identify. See attached
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.
(Name of Wholesale Licensee or Permittee) (Address By City and County)

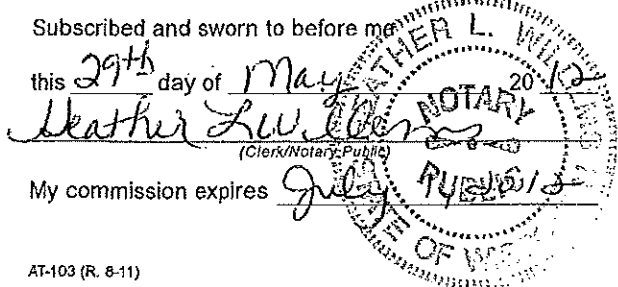
6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Titletown Oil Corp.	1275 Glory Rd Green Bay WI	1998	Present
Employer's Name	Employer's Address	Employed From	To
Airport Shell Inc.	2530 Babcock Rd Green Bay WI	1986	1998

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 29th day of May, 2012



[Signature]
(Signature of Named Individual)

My commission expires July 1, 2015



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Recycled Paper

Grand Central Station

GCS Airport Shell
GCS Stadium Shell
GCS Golden Shell

Ashwaubenon

GCS West Shell - Green Bay

GCS Bellevue

GCS Bellevue Crossing

Bellevue

GCS College Court - Grand Chute

GCS University Shell - Green Bay

GCS Jaguar Shell - Ashwaubenon

GCS Howard BP

Howard

GCS Bay Beach

Green Bay

GCS Lineville Travel Mart - Howard

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Pamperin		Lori		Ann	
Home Address (street/route)		Post Office	City	State	Zip Code
396 Talus Ct		DePere	DePere	WI	54115
Home Phone Number		Age	Date of Birth	Place of Birth	
920-338-8453		51	12-16-60	Green Bay, WI	

The above named individual provides the following information as a person who is (check one):

☐ Applying for an alcohol beverage license as an individual.

☐ A member of a partnership which is making application for an alcohol beverage license.

☒ member of GCS Holdings of DePere, LLC
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 51 Years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
If yes, identify. See Attached
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Tittetown Oil Corp.	1275 Glory Rd Green Bay WI	1998	Present
Employer's Name	Employer's Address	Employed From	To
Airport Shell Inc	2530 Babcock Rd Green Bay WI	1993	1998

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 29th day of May

Deborah L. Williams
(Clerk/Notary Public)

My commission expires July 2012

Lori A. Pamperin
(Signature of Named Individual)



Printed on
Recycled Paper

Grand Central Station

GCS Airport Shell
GCS Stadium Shell
GCS Golden Shell } Ashwaubenon

GCS West Shell - Green Bay

GCS Bellevue

GCS Bellevue Crossing } Bellevue

GCS College Court - Grand Chute

GCS University Shell - Green Bay

GCS Jaguar Shell - Ashwaubenon

GCS Howard BP Howard

GCS Bay Beach Green Bay

GCS Lineville Travel Mart - Howard

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) Krause		(first name) David		(middle name) R.	
Home Address (street/route) 1905 Rainbow Av		Post Office	City De Pere	State WI	Zip Code 54115
Home Phone Number 920-819-1202		Age 64	Date of Birth 5/22/1948	Place of Birth Wisconsin	

The above named individual provides the following information as a person who is (check one):

☐ Applying for an alcohol beverage license as an Individual.

☐ A member of a partnership which is making application for an alcohol beverage license.

☒ Member of GCS Holdings of De Pere, LLC
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 54 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name Cleaning Systems Inc	Employer's Address 1997 American Blvd De Pere	Employed From 1976	To Present
Employer's Name Wisconsin Lift Truck	Employer's Address	Employed From 1969	To 1975

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 29th day of May

Heather Williams
(Clerk/Notary Public)

My commission expires July 1, 2012

(Signature of Named Individual)



Printed on
Recycled Paper

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2012 ending 6/30/2013
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere

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

CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name)

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Honey Hole II LLC
Address of Corporation/Limited Liability Company (if different from licensed premises) 413 Main Ave, De Pere WI 54115
All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>Gary L. Drew</u>	<u>426 Aloysius Ct</u>	<u>54115</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>Gary L. Drew</u>		
Directors/Managers			

C. 1. Trade Name Honey Hole II Business Phone Number 920-337-6350
2. Address of Premises 413 Main Ave Post Office & Zip Code 54115

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☐ Yes ☐ No

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1st Floor Bar & Center Basement

5. Legal description (omit if street address is given above): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☒ Yes ☐ No

b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☒ Yes ☐ No

9. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown under Section A or B above? [phone (608) 266-2776] ☒ Yes ☐ No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 14th day of May, 20 12

[Signature] Clerk/Notary Public

My commission expires _____

[Signature] 5/14/2012
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

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

INSTRUCTIONS FOR RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION (AT-115)

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. Each partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

The Officer(s) must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) AND AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

Members/managers must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Application must be signed where indicated on all copies in the presence of a notary public. Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE -- (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on reverse side are "YES," outline details below:

CONVICTIONS

1. NAME Cary Drews STATUTE NO./LOCAL ORDINANCE 7.125322
CHARGE Unlawful Disorder WHERE CONVICTED De Pere
DATE 12-18-2011 PENALTY \$ 303.00 ☒ MISDEMEANOR ☐ FELONY
2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
PENDING CHARGE _____ DATE _____

**SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT
ORGANIZATION OR LIMITED LIABILITY COMPANY**

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village ☒ City of De Pere County of Brown

The undersigned duly authorized officer(s)/members/managers of _____
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

Honey Hole II LLC
(trade name)

located at 413 Main St De Pere WI 54115

appoints Gary Drew
(name of appointed agent)

426 Aloysius Ct De Pere WI 54115
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☐ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☐ Yes ☒ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? _____

Place of residence last year 426 Aloysius Ct. De Pere WI 54115

For: Honey Hole II LLC
(name of corporation/organization/limited liability company)

By: Gary Drew
(signature of Officer/Member/Manager)

And: Gary Drew
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Gary Drew, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Gary Drew 5/14/2012
(signature of agent) (date)

Agent's age 43

Date of birth 11-09-1969

426 Aloysius Ct.
(home address of agent)

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

*Approved on 6/13/12 by [Signature] Title POLICE CHIEF
(date) (signature of proper local official) (town chair, village president, police chief)

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Drew		Gary		L	
Home Address (street/route)		Post Office	City	State	Zip Code
426 Aloysius Ct		5373	DePue	WI	
Home Phone Number		Age	Date of Birth	Place of Birth	
920-600-1600		43	11-09-1969	WI	

The above named individual provides the following information as a person who is (check one):

- ☒ Applying for an alcohol beverage license as an individual.
- ☐ A member of a partnership which is making application for an alcohol beverage license.
- ☒ Gary Drew of Honey Hole III LLC
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)
- which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? Life
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☒ Yes ☐ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
7.125322 Breach of Underage Fine \$303.00 Ad 4/12
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify.
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Self-Employed	426 Aloysius	1993-present	
Employer's Name	Employer's Address	Employed From	To
Fabco Equip	Hanson Rd.	1996	1993

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 14th day of May, 202012
[Signature] Deputy Clerk
(Notary Public)

My commission expires May 31, 2015

[Signature] 5/14/2012
(Signature of Married Individual)



Printed on
Recycled Paper

ORDINANCE #12-13

AMENDING CHAPTER 150 DE PERE MUNICIPAL CODE
REGARDING TRAFFIC REGULATIONS

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

Section 1: §150-23, Schedule G (Parking) is hereby amended as follows:

DELETIONS

<i>Two-hour parking 9:00 a.m. – 6:00 p.m. Mon. – Sat.</i>			
<i>Street</i>	<i>Side of street</i>	<i>From curbline or ft./dir. of curbline</i>	<i>To curbline or ft./dir. of start</i>
Main	N	68/W Fourth	68/E Fifth
Main	S	26/W Fourth	59/E Fifth
Reid	N	Fourth	Third
Reid	S	140/Fourth	Fifth

<i>Twenty-minute parking</i>			
<i>Parking Lot</i>	<i>No. Stalls</i>	<i>Parking Row/from Dir.</i>	<i>Located No. of stalls/from Dir.</i>
Nicolet Square	3 (should be 4)	1/S	1/W thru 3/W

ADDITIONS

<i>Two-hour parking 9:00 a.m. – 6:00 p.m. Mon. – Sat.</i>			
<i>Street</i>	<i>Side of street</i>	<i>From curbline or ft./dir. of curbline</i>	<i>To curbline or ft./dir. of start</i>
Main	S	Fourth	27S/E Fifth

<i>Long-term parking</i>			
<i>Parking Lot</i>	<i>No. Stalls</i>	<i>Parking Row/from Dir.</i>	<i>Located No. of stalls/from Dir.</i>
Nicolet Square	4	1/S	1/W thru 3/W

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 publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of
June, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

CITY OF DE PERE

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



June 11, 2012

To: Board of Public Works

From: Ken Pabich, Director of Planning and Economic Development

RE: Consider Changes to Street Parking on Reid and Main

The Parking and Traffic team has been working on parking needs in the downtown and the goal was to develop a long term recommendations for modifying parking by working with the area businesses. While developing this process, the City has been informed by Associated Bank that they are converting the existing bank use to office use for 40 associates. While this is great news for our downtown, in the short term, it will place a strain on the parking in Nicolet Square, especially for long term parking.

One item that has been discussed is changing some of the street parking to be used for unrestricted parking. Currently all of the parking is restricted to two (2) hour parking. The need for more long term parking has been identified by area businesses in this part of the downtown in the past. With the additional activity in the area, staff feels more parking options are needed as a short term solution.

In areas where we have significant retail occupancy, the restricted parking is important for customer turnover. However areas of lower retail occupancy, we could provide longer term parking that can help with users that need more than 2 hour parking. In essence, individuals could park in the proposed areas and it would relieve parking closer to the retail areas and individuals would not need to move their car every two hours.

The Parking and Traffic team is recommending the following changes to the street parking in the downtown on the west side (please see attached map) and also a modification to the parking in Nicolet Square:

1. Main Avenue:
 - a. Unrestricted Parking between 4th and 5th Street on the north side of Main.
 - b. Unrestricted Parking 275' east from the centerline of 5th on the south side of Main.
2. Reid Street:
 - a. Unrestricted Parking between 3rd and 4th Street on the north side of Reid.
 - b. Unrestricted Parking between 4th and 5th Street on the south side of Reid.
3. Nicolet Square:
 - a. Converting the 20-minute parking stalls which were used by bank customers to long term parking stalls.

In the long term, staff will be working with the area businesses and Downtown De Pere (the City Main Street Program) to put together a recommendation for long term parking changes to City managed lots and possibly additional changes to street parking. While this work is being done, staff feels this change will help offset the demand in this area of the downtown for more parking that is longer than 2 hours.

Recommendation

Staff would recommend modifications to the parking as presented and that it be forwarded the City Council for approval.

Unrestricted Parking Changes Downtown West De Pere

Legend

Current Restrictions

2 Hour

20 Minute

Launch Permit Required

Longterm

Private

Unrestricted

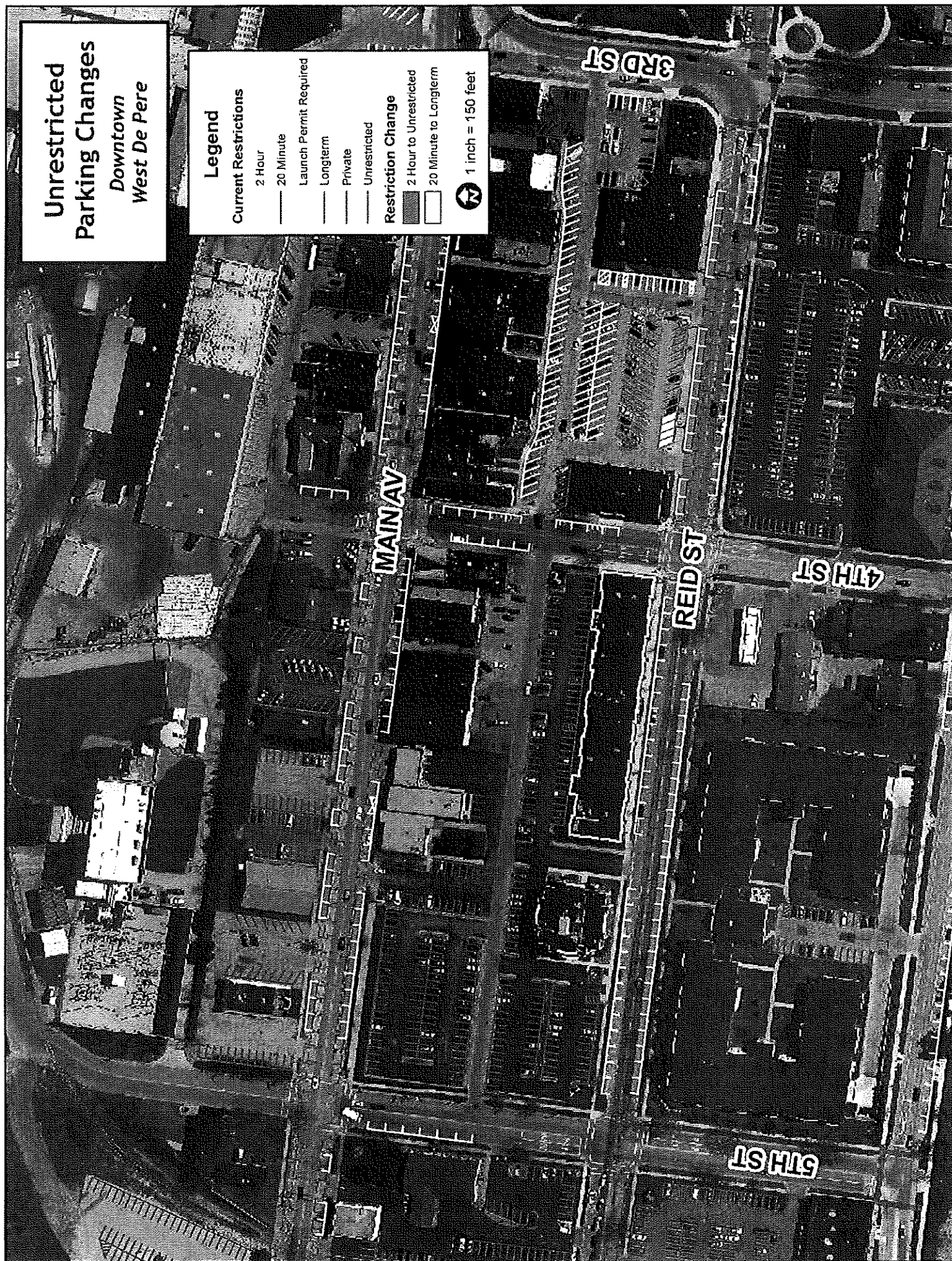
Restriction Change

2 Hour to Unrestricted

20 Minute to Longterm



1 inch = 150 feet



RESOLUTION #12-63

AUTHORIZING ECONOMIC DEVELOPMENT GRANT TO SILVER FOX GB, LLC

WHEREAS, Silver Fox GB, LLC has been granted a Reserve "Class B" Liquor License for the premises to be known as Silver Fox, located at 401 Main Avenue; and

WHEREAS, pursuant to §7-2(f)(3), De Pere Municipal Code, applicants and holders of Reserve "Class B" liquor licenses may apply for an Economic Development Grant from the City of De Pere in an amount not to exceed \$10,000; and

WHEREAS, the Finance/Personnel Committee has reviewed such grant request from Silver Fox GB, LLC and recommends approval of the same; and

WHEREAS, the Silver Fox, is found to have economic benefits to the City of De Pere which have resulted, or will result, directly from investing substantial sums in the restoration and reopening of this licensed establishment in the City of De Pere as follows:

1. Provision of desirable restaurant establishment for residents and visitors to the greater De Pere area;
2. Creating and sustaining employment opportunities for residents of De Pere; and
3. Maintaining a destination point in De Pere and the benefits flowing therefrom.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Due to the economic benefits that will flow from the Silver Fox located at 401 Main Avenue as referenced above, an Economic Development Grant in the amount of \$10,000 is hereby awarded to Silver Fox, LLC.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of June, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**CITY OF DE PERE
RESERVE CLASS B LICENSE
ECONOMIC DEVELOPMENT
GRANT APPLICATION**

INSTRUCTIONS: The City of De Pere offers an Economic Development grant of up to \$10,000 for Reserve "Class B" liquor license. Please fully complete the questionnaire below, using additional sheets of paper as necessary. The City of De Pere must determine that your new business will provide an economic benefit to the City of De Pere in order to consider awarding you this grant. Therefore, you should provide any and all information you can provide to support your request.

Name of Licensee:

WILLIAM SCHLEIS

Date of Grant Application:

5-29-12

Name of Licensed Establishment:

SILVERFOX

Date Reserve Class "B" Liquor License Granted by City Council:

ECONOMIC IMPACT INFORMATION

1. Please provide information on how you will utilize the grant funds, if approved, to create jobs and foster the economic development of the City of De Pere.

I will continue to upgrade the building on the corner of 4th and MAIN perhaps the best corner in West DePere. Hopefully others in West DePere will do the same.

- A. Please provide specific information as to all building improvements made or anticipated to be made to the licensed premises, including the cost of the improvements. Please include cost estimates received for the improvement work.

THE Front portion of the building has been restored to its original 1900's look inside and outside. Including new heating and air, plumbing and electrical. I am now preparing to start remodeling the rear portion of the building to be a wine bar and seating to accommodate an upscale but casual dining restaurant. The kitchen is being refreshed to meet these standards. This project will be done on a time and material by Pat Drury Designs.

B. Would you have invested in these improvements if the Reserve Class B license was not issued to you? Please fully explain why or why not.

I Most certainly would not have invested in these improvements. This location has a history of being a restaurant and i'm trying to capture that history and expand on it.

C. Please provide specific information on the number of people your establishment will employ and identify whether the jobs are full or part-time.

I anticipate Four full time and approx 10-15 part time. My team hopes to grow more full time employees

D. Would you have opened a business in De Pere and created these jobs if the Reserve Class B license was not issued to you? Please fully explain why or why not.

I certainly would not and it would obviously be a detriment to this project without a class B licence

2. Please list any other information you believe may be important to the City of De Pere in making its grant determination.

I certainly hope this project can continue, I'm excited to be in DePere and believe this concept will fill a need to serve the mature Adult,

Signed: William Schlenker

Date: 5-29-12

Please note: This Application, once completed will be referred to the Finance/Personnel Committee for their review. The Committee's recommendation will then be forwarded to the Common Council.

RESOLUTION #12-64

AUTHORIZING AGREEMENT WITH GEI CONSULTANTS, INC.
(Observation and Analysis for Parcel WD-1138)

WHEREAS, the City requires field observation and chemical analysis services for the relocation of contaminated stockpiled soil found on Parcel WD-1138, Builders Court, De Pere, Wisconsin, 54115; and

WHEREAS, GEI Consultants, Inc. has available and offers to provide personnel and equipment necessary to accomplish the observation and analysis within the required time; and

WHEREAS, the Finance/Personnel Committee has reviewed such proposal and recommends its approval.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute such Agreement for Consulting Services 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 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 19th day of June, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND GEI CONSULTANTS, INC.
(Observation and Analysis for Parcel WD-1138)**

THIS AGREEMENT made and entered into this _____ day of _____, 2012, by and between the City of De Pere, Wisconsin, ("City"), GEI Consultants, Inc., a corporation authorized to do business in Wisconsin ("Consultant").

WITNESSETH

WHEREAS, the City requires field observation and chemical analysis services for the relocation of contaminated stockpiled soil found on Parcel WD-1138, Builders Court, De Pere, Wisconsin, 54115; and

WHEREAS, the Consultant has available and offers to provide personnel and equipment necessary to accomplish the observation and analysis services within the required time.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the Consultants Proposal dated April 4, 2012 (Exhibit A), which is attached hereto and incorporated by reference. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibit, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those observation and analysis services described in 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.

III. CITY PROVIDED SERVICES

City agrees to provide the Consultant items such as existing plans, any history of the testing area and other information concerning the project that may be applicable, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In Consultant's 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.

V. 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.

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Consultant's work hereunder shall be completed on or before October 31, 2012. Should

Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delayed response is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit A. 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 31st 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.

IX. RESPONSIBILITY OF CONSULTANT

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

X. INSURANCE

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

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

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. SUSPENSION OF WORK

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

XVII. 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.

XVIII. 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.

XIX. NOTICES

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

If to City:

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

With a copy to:

City of De Pere
Attn: Director of Planning &
Economic Development
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

GEI Consultants, Inc.
Attention: Paul J. Killian, P.E.
955 Challenger Drive, Suite A
Green Bay, WI 54313

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

GEI CONSULTANTS, INC.

By: _____

Name: _____

Title: _____

CITY OF DE PERE

By: _____

Michael J. Walsh, Mayor

Name: _____

Title: _____

Shana L. Defnet, Clerk-Treasurer

H:\dupont\Agreements\2012\GEI Consultants (soil relocation and testing)-6-12-189-003-10.docx



Geotechnical
Environmental
Water Resources
Ecological

April 4, 2012

Mr. Ken Pabich
City of De Pere
335 South Broadway
De Pere, Wisconsin 54115

**RE: Proposal for Environmental Consulting Services
Soil Stockpile Sampling, Relocation Documentation and Closure Report
Parcel WD-1138, De Pere Industrial Park**

Dear Mr. Pabich:

Pursuant to our recent meeting, GEI Consultants, Inc. (GEI) is pleased to submit this proposal for services related to documenting the relocation of stockpiled soil from Parcel WD-1138 to a designated area adjacent to the neighboring storm water detention basin (Parcel WD-1138-2). The scope of services presented in this proposal is based on our understanding of site conditions and Wisconsin Department of Natural Resources (WDNR) expectations and include the following tasks:

1. **On-site Observation:** GEI will provide an experienced environmental technician to be on-site during significant activities and periodically during soil excavation and hauling. The proposed project budget is based on 30 hours of environmental technician field services. The environmental technician will be responsible for the following:
 - o Document the thickness of the soil cap,
 - o Collect at least 5 soil samples from below the former stockpiled material at areas identified in recent WDNR correspondence and,
 - o Obtain photographs depicting site conditions before, during and after the stockpiled material has been relocated.
2. **Chemical Analyses:** Collected soil samples will be submitted to a state-certified analytical laboratory for chemical analysis of polynuclear aromatic hydrocarbons (PAHs).
3. **Closure Reporting:** GEI will prepare closure documents including soil GIS registry information, a cap maintenance plan, analytical test results and site photographs. The documentation report will include a cover letter outlining procedures followed in relocating the soil material and discussing results of soil sampling and analysis.

We propose to provide the services outlined in this proposal on a time and materials basis in accordance with the attached Fee Schedule and Payment Terms and previously negotiated agreement terms and conditions between the City of De Pere and GEI Consultants, a copy of which is also attached. Based on the anticipated level of effort required to complete these services, we recommend establishing a project budget of \$6,125 as summarized in the table below.

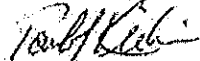
<u>Service</u>	<u>Estimated Cost</u>
1. Field observation	
a. Labor \$105/hour@15hrs/week@ 2 week	\$ 3,150
b. Expenses – sampling equipment and mileage	<u>100</u>
Subtotal	\$ 3,250
2. Chemical Analysis (5 samples @ \$75/sample)	\$ 375
3. Report Preparation	<u>\$ 2,500</u>
Total Estimated Cost	\$ 6,125

Note: GEI cost proposal does not include WDNR review fees, estimated at \$950.

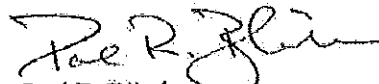
We look forward to working with you to complete this project. If you have any questions regarding the scope of services and corresponding cost estimates presented in this proposal, please contact Paul Killian at (920) 455-5465 (office) or (920) 737-5468 (mobile).

Sincerely,

GEI CONSULTANTS, INC.



Paul J. Killian, P.E.
Senior Project Engineer



Paul R. Blindauer
Senior Consultant

Enclosure: Fee Schedule and Payment Terms
Agreement for Consulting Services

Acceptance

By: _____

(Signature)

(Print Name)

(Title)

(Date)

FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate \$ per hour</u>
Staff Professional – Grade 1	\$ 70
Staff Professional – Grade 2	\$ 90
Project Professional – Grade 3	\$ 95
Project Professional – Grade 4	\$ 105
Senior Professional – Grade 5	\$ 130
Senior Professional – Grade 6	\$ 145
Senior Professional – Grade 7	\$ 169
Senior Consultant – Grade 8	\$ 200

Senior CADD Drafter and Designer	\$ 88
CADD Drafter and Designer	\$ 85
*Senior Technician	\$ 97
*Technician	\$ 82
Word Processor, Administrative Staff	\$ 74
<u>Office Aide</u>	<u>\$ 74</u>

- Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract.
- *The scope of work is based on a normal work week, Monday through Friday, eight (8) hours per day and work on Saturday. Overtime will be charged at 1.3 times the specified rate; Sunday and holiday hours will be charged at two times the personnel rate, with a minimum charge of eight (8) hours

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants; chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

RESOLUTION #12-65

AUTHORIZING A SALE AND PURCHASE AGREEMENT
BETWEEN THE CITY OF DE PERE AND STEVEN F. KERSTEN
(Parcel WD-102-1)

WHEREAS, Steven F. Kersten wishes to purchase the surplus City property located on Grant Street (Parcel WD-102-1) for the purpose of constructing a parking lot thereon to serve the commercial development adjacent on adjacent Parcel WD-101; and

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

WHEREAS, the City wishes to promote this development.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Sale and Purchase Agreement as is attached as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of June, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**SALE AND PURCHASE AGREEMENT BETWEEN THE
CITY OF DE PERE AND STEVEN F. KERSTEN**

THIS AGREEMENT, made and entered into this 14 day of JUNE, 2012,
by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Steven F.
Kersten, an adult individual ("Developer").

RECITATIONS

WHEREAS, City owns property formerly used as a municipal well-site and declared
surplus in 2007 (WD-102-1) and wishes to sell such property for development purposes; and

WHEREAS, Developer desires to purchase Parcel WD-102-1, totaling approximately
.228 acres, for the purpose of constructing a parking lot thereon to serve the commercial
development on adjacent Parcel WD-101, also owned by Developer; and

WHEREAS, City desires to promote this development;

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

I. PURCHASE OF REAL ESTATE. Developer agrees to purchase, and City
agrees to sell, the following described real estate ("Fee Parcel"):

Assessor's plat of West De Pere commencing at the southeast corner of Lot 121
north along the west line of 6th Street 145.35 feet; thence N89°33' west, 173 feet
to the beginning; thence N89°33' west 70 feet north, 89.58 feet, thence N65°40'
east 72.3 feet; thence South 3°6' east 73.5 feet; thence S46.65 feet to beginning
and also part described in 367 D 161 lying adjacent westerly to above described
tract.

A. Purchase Price. The purchase price for the Fee Parcels shall be Twenty
Two Thousand Five Hundred Dollars (\$22,500).

II. CLOSING PROCEDURE. Closing shall take place on or before July 1, 2012 at De Pere City Hall unless the parties otherwise agree in writing.

A. Evidence of Title/Title Defects. City shall at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such title insurance to Developer at least seven (7) days prior to closing. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage endorsement showing title to the property to be marketable. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this agreement or reschedule the closing at its option.

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

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

1. Municipal and zoning ordinances providing the same do not restrict or interfere with the intended use of the property.
2. Easements of record provided the same do not restrict or interfere with the intended use of the property and are located only along the perimeter of the property.
3. Development obligations contained herein.

D. Fee Parcel to be Combined with Parcel WD-101. The Warranty Deed given by the City shall require the Fee Parcel (WD-102-01) be combined with Parcel WD-101.

E. Access Prior to Closing. City shall permit Developer access to the Fee Parcels prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to hold City harmless for any and all injury that may occur to Developer, its agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above referenced persons occasioned as a result of Developer's activities as contemplated by this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including reasonable attorney fees.

III. ENVIRONMENTAL WARRANTIES AND INDEMNITIES.

A. Environmental Condition of Property. The City utilized the Fee Parcel for purposes of a municipal water well and pump facility from 1955 until October 24, 2007 when the municipal well and water pump system was abandoned and all implements thereof removed from the Fee Parcel. The City warrants that the water well and pump facilities were removed and site abandoned in accordance with all state requirements.

1. **Past Use of Property.** To the best of its knowledge as to prior ownership and the City warrants and represents during its ownership, no portion of the Fee and Option Parcels have ever been used:

(a) In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of the

United States pursuant to Wisconsin Statutes, or 33 U.S.C. 1241, et seq.

(b) For treatment, collection, storage, or disposal of any refuse, objectionable waste, or material in a manner inconsistent with regulations issued by the Wisconsin Department of Natural Resources pursuant to Wisconsin Statutes, or requiring a permit thereunder.

(c) For the generation, transport, treatment, storage, or disposal of any hazardous waste subject to regulation under Wisconsin Statutes, or 42 U.S.C. 6901, et seq.

(d) For the manufacture, processing, distribution in commerce, use, or disposal of any toxic substance, including, particularly, PCB's and asbestos, subject to regulations under 15 U.S.C. 2601, et seq.

(e) For any underground storage tanks subject to regulation under Wis. Admin. Code Chapter ILHR 10.

(f) For any injection well, dry well, or similar facility subject to regulation pursuant to Wisconsin Statutes, or 42 U.S.C. 300H, et seq.

(g) As a sanitary landfill or open dump within the meaning of Chapter 144, Wis. Stats., and NR 500, Wis. Adm. Code or 52 U.S.C. 6941, et seq.

2. **Release of Hazardous Substances.** To the best of its knowledge as to prior ownership and the City warrants and represents during its ownership, there is no current, nor has there been any past release or substantial threat of release of a hazardous substance, pollutant, or contaminant from or onto the property subject to regulations pursuant to Wisconsin Statutes, or 42 U.S.C. 9601, et seq., or subject to any action that may make the buyer liable in tort under common law, public, or private nuisance action.

3. **Threatened or Pending Environmental Litigation.** No portion of the property is the subject of threatened or pending investigation or lawsuit or administrative action by any person, forum, governmental body or any entity relating to or arising from any manner of circumstances subject to regulation pursuant to any statute, ordinances, or regulations.

4. **Compliance with federal, state, or local environmental laws.** The current use of the property is fully in compliance with all federal, state, county, and municipal laws and regulations.

5. **Flood plain and wetlands.** The fee and option parcels are located in an area not currently identified as flood plain or shoreland-wetlands under Section 14.53 De Pere Municipal Code.

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

C. **Environmental Indemnification by Seller.** If any representations or warranties are breached relative to environmental matters, seller shall indemnify and hold buyer harmless therefore.

IV. POST CLOSING CONTINGENCIES.

A. **Developer to Complete Approved Site Plan.** Developer shall complete construction of the parking lot on the Fee Parcel in accordance with the site plan approved by the City Plan Commission on January 23, 2012, within nine (9) months after the closing on the Fee Parcel.

B. **Failure to Complete Development.** If, in the reasonable discretion of City, Developer has not completed the parking lot construction as required in Section

IV.A., City may, by certified mail, inform Developer of such failure. If after sixty (60) days of mailing of such notice, Developer has still not completed such construction, City may repurchase the property for the price actually paid by Developer for the property less any real property taxes due or liens or judgments of record. City shall inform Developer of its intent to repurchase in writing. If repurchase is made under this section, all improvements to the real property shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the subject parcel as a result or consequence of Developer's ownership or construction efforts thereon which may, after consultation and agreement with Developer, be paid from the purchase price. If Developer is delayed from completing development as required in this agreement and as referred to in this paragraph due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or force majeure, the rescission and repurchase provision of this paragraph shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City at law.

C. Repurchase Closing. Closing for repurchase as contemplated in Section IV.B. shall occur not less than sixty (60) days from the date of City's notice to Developer of its intent to repurchase the property, unless another time is specifically agreed upon by the parties. At the repurchase closing, Developer shall, at its own expense, extend the title insurance previously supplied by the City, naming the City as owner and shall remove any and all encumbrances not present on the title at the time of the original closing. Title shall be conveyed by warranty deed to the City and Developer shall pay all closing costs and filing fees.

V. DEFAULT PROVISIONS.

A. Breach and Cure. Any provision of this contract which does not contain a specific remedy shall be resolved as provided hereunder. If either party believes that such provision has been breached, it shall supply the other party with written notice, informing the other party that it has thirty (30) days to cure such breach. If there is no cure of that breach, the party may bring any action available for any remedy provided in law or equity.

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

VI. MISCELLANEOUS.

A. Contractual Interpretation. The paragraphs headed by Roman Numerals in this contract are referred to as Sections and are intended to include, as categories thereunder, lettered paragraphs. The lettered paragraphs of this agreement are to be referred to as paragraphs and the numbered paragraphs, subparagraphs. The Section, paragraph, and subparagraph headings of this agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.

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

1. If to Developer:

Steven F. Kersten
Kersten Realty
1600 Shawano Ave., Suite 204
Green Bay, WI 54303

2. If to City:

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

With a copy to:

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

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

D. Assignment. Until the Development obligations of Section IV are satisfied by Developer, Developer shall not have the right to assign this Agreement or any rights or obligations thereunder without first having obtained the written consent of

the other party. City acknowledges that for income tax purposes, Developer may desire to have the subject parcel transferred to a holding entity of its choosing rather than transferred directly to Developer. City consents to transferring the subject parcel to a holding entity named by Developer provided that:

- (1) The holding entity shall be bound by all terms and conditions of this agreement;
- (2) The holding entity shall be prohibited from transferring the subject parcel to any entity other than Developer. This condition shall expire upon the completion of all development obligations of this agreement.
- (3) Developer shall name, in writing, the holding entity to which it desires the property be transferred to no less than seven (7) days prior to the scheduled closing.

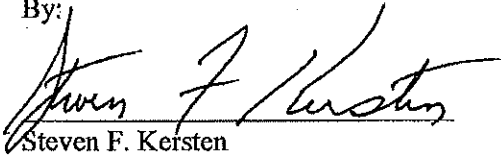
E. Entire Agreement. This agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

STEVEN F. KERSTEN

By:


Steven F. Kersten

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this 11th day of
June, 2012, the above named Steven F.
Kersten known as the person who executed the
foregoing instrument and acknowledge the
same.



Notary Public:

My Commission expires permanently

Drafted by: Judith Schmidt-Lehman

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(Kersten)-final-6-5-12-139-001-12.docx

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____ day of
____, 2012, the above named Michael
J. Walsh, Mayor, and Shana L. Defnet, Clerk-
Treasurer, known as the person(s) who
executed the foregoing instrument and
acknowledge the same.

Notary Public:

My Commission expires: _____

RESOLUTION #12-66

AUTHORIZING REVOCABLE OCCUPANCY PERMIT
(Hanna's Nails & Spa)

WHEREAS, Jeffrey and Hanna Zepnick, d/b/a Hanna's Nails & Spa, have requested permission to place a projected sign within City owned right-of-way; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk Treasurer are authorized and directed to execute the attached Revocable Occupancy Permit (Exhibit 1) with Jeffrey and Hanna Zepnick for the purposes identified therein.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of June, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

REVOCABLE OCCUPANCY PERMIT

Name and Address of Permittee: Jeffrey & Hanna Zepnick
d/b/a Hanna's Nails & Spa
327 Main Ave, Suite C
De Pere, WI 54115

Grantor: City of De Pere

Locations of Encroachments: 327 Main Avenue
See attached Exhibit A

Purpose of Encroachments: Installation and maintenance of projecting sign

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

1. This permit authorizes the installation and maintenance of a projecting sign as shown on the attached Exhibit A. This sign shall remain in the City right-of-way only until such time as it is no longer required by Permittee. The equipment shall then, upon written notice to the City by Permittee, be immediately abandoned or removed from the right-of-way by Permittee in accordance with the rules and regulations applicable to such practices at the time of abandonment and removal.
2. Notwithstanding paragraph 1, above, if the property referred to above is required for another use at any time deemed by the Board of Public Works to be inconsistent with the continued use or occupancy under this permit or if the Board of Public Works determines that the installation or use of the facilities authorized under this permit increases the difficulty of development on the site or creates conditions adverse to the best interests of the general public, or presents a threat to safety, then Permittee, upon notification by the Director of Public Works, shall promptly remove the projecting sign from the property. Such removal shall be by Permittee at Permittee's sole cost and in accordance with all rules and regulations then applicable and the area returned to pre-occupancy condition. Failure of Permittee to remove such encroachment within ten days of the Director of Public Works notice to do so shall result in the Director of Public Works removing the encroachment and charging the costs thereof to Permittee.
3. No other use of the above described property is permitted except that specifically approved hereby.

4. Permittee shall save and hold the City of De Pere harmless from any and all injury that may occur to any party as the result of Permittee's use of the right-of-way referenced hereunder. This provision is intended to indemnify and hold harmless the City of De Pere to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, Permittee shall maintain a general liability insurance policy on its business operations in an amount of not less than One Million Dollars per occurrence and shall produce a Certificate of Insurance demonstrating to the satisfaction of the City that the City is named as an additional insured for purposes of this agreement, which shall be attached to this permit as Exhibit B.
5. Failure by Permittee to comply with the provisions of this permit is cause for the City to terminate this permit and require Permittee to take immediate action to restore the areas subject to this permit to original condition and for City to maintain any action at law or in equity to require such action with the costs thereof paid by Permittee.
6. Issuance of this permit shall not be construed as a waiver of Permittee's obligation to comply with more restrictive requirements which may be imposed by local ordinance.
7. Permittee shall comply with all City and State permitting requirements.
8. Notices permitted or required hereunder shall be sent via first class mail to:

If to Permittee:

Jeffrey Zepnick
327 Main Ave, Suite C
De Pere, WI 54115

If to De Pere:

City Engineer
925 South Sixth Street
De Pere, WI 54115

We, the undersigned, acknowledge that we have read and understand the foregoing conditions. No representations other than those expressed herein, either oral or written, are part of this permit. Permittee acknowledges receipt of a copy of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2012.

HANNA'S NAILS & SPA


CITY OF DE PERE

Jeffrey J. Zepnick, Owner

Michael J. Walsh, Mayor

Hanna Zepick, Owner

Shana L. Defnet, Clerk-Treasurer



CLIENT: HANNA'S NAILS & SPA

LOCATION: 327 MAIN AVE, STE. C, DE PERE

DRAWN BY: AMANDA S.

SALSPERSON: TODD T.

DATE: 5/16/12

DESIGN #: D6106

PAGE: 3B

REVISION LOG:	INTL.	DATE	DESCRIPTION
AS	5/21/12	RED & GREEN	
AS	5/24/12	UNBOLD "NAILS"	

NEON SIGN

QUANTITY: 1 D/F HANGING SIGN

DECOR TOP: FABRICATED ALUMINUM

CABINET: FABRICATED ALUMINUM, DEPTH

VINYL: ROLAND PRINT & CUT GRAPHICS

VINYL: LITHO PREMIUM VINYL AND LAMINATE

SURFACE(S): FIRST SURFACE

NEON: NONE

VINYL: ROLAND PRINT & CUT GRAPHICS

VINYL: LITHO PREMIUM VINYL AND LAMINATE

SURFACE(S): FIRST SURFACE

NEON: "HANNA'S" IN RED

NEON: "NAILS & SPA" IN GREEN

SIZE: TOWAN GLASS

COVER: CLEAR ACRYLIC PANEL TO PROTECT NEON SIDE

FONTS: NUPTIAL SCRIPT & NEW YORK

TRANSF: REMOTE

MOUNTING: FLUSH TO EXTERIOR WALL

INSTRUCTION: PRODUCE AND INSTALL NEON SIGN AS SHOWN

COLORS:

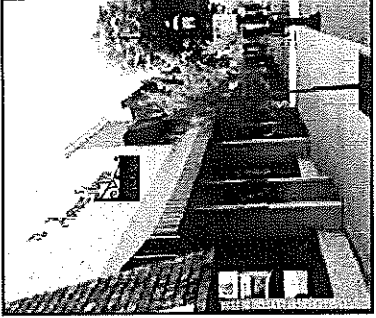
☐ V-1 GREEN (PMS 376 C) ☐ H-1

☐ V-2 RED (PMS 197 C) ☐ H-2

☐ P-3 BLACK

CUSTOMER SIGNATURE FOR DESIGN APPROVAL:

DATE

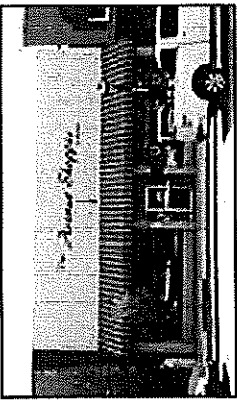


SIDE A NIGHT VIEW
NOT TO SCALE



SIDE B NIGHT VIEW
NOT TO SCALE

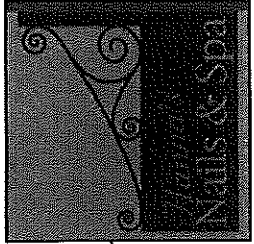
NEON SIGN: OPT 3



A LOCATION VIEWS
1 NOT TO SCALE



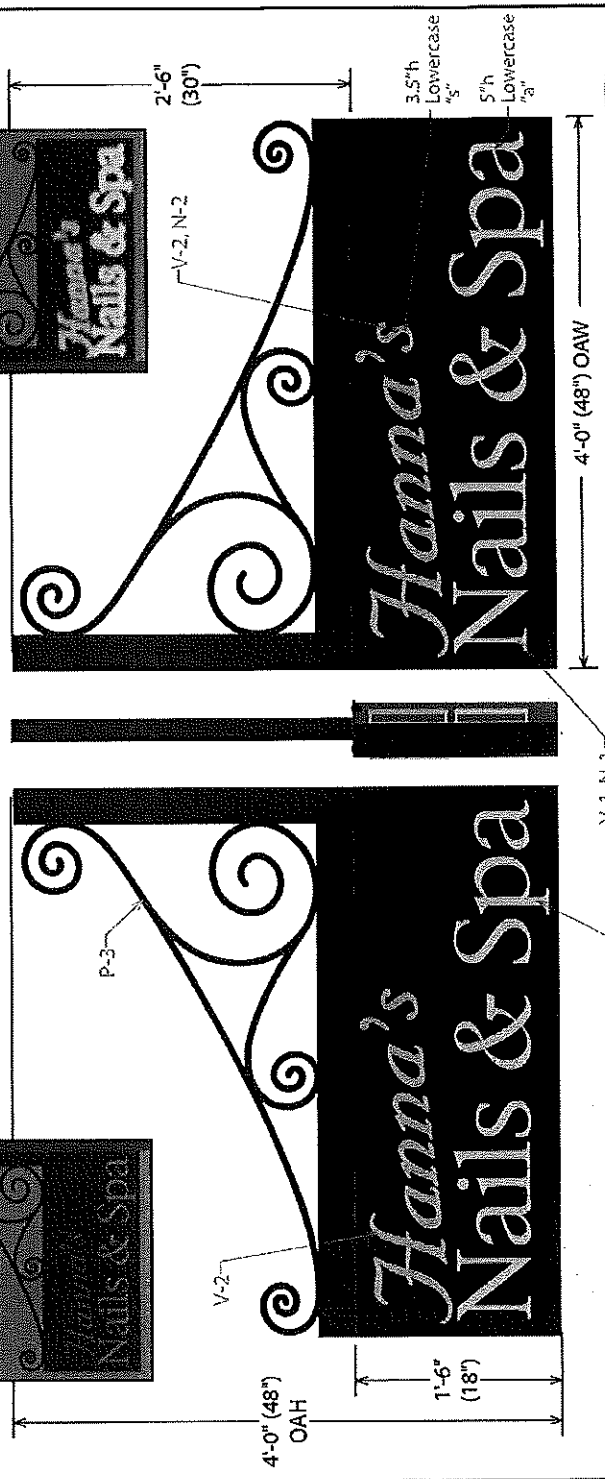
A EXISTING VIEWS
2 NOT TO SCALE



SIDE A NIGHT VIEW
NOT TO SCALE



SIDE B NIGHT VIEW
NOT TO SCALE



4'-0" (48") OAH

1'-6" (18")

V-2

P-3

V-1, N-1

4'-0" (48") OAW

V-2, N-2

2'-6" (30")

3.5" Lowercase

5" Lowercase

A DETAIL VIEWS
3 SCALE: 1" = 3/4"

CONCEPTUAL DRAWING ONLY - NOT FOR FABRICATION PURPOSES (SIZES ARE APPROX.)

NEONS

This is an original, unpublished drawing by Creative Sign Co. Inc. It is for your personal use, in conjunction with a project being planned for you by Creative Sign Co. Inc. It is not to be shown to anyone outside of your organization nor is it to be used, reproduced, copied or exhibited in any fashion. Use of this design or the salient elements of this design in any sign done by any other company, without the express written permission of Creative Sign Co. Inc., is forbidden by law and carries a civil forfeiture of up to 25% of the purchase price of the sign. Creative Sign will endeavor to closely match colors, including PMS, where specified. We cannot guarantee exact matches due to varying compatibility of surface materials and paints used. All sizes and dimensions are illustrated for client's conception of the project and are not to be understood as being exact size or exact scale.

RESOLUTION #12-67

AUTHORIZING THE AGREEMENT BETWEEN
THE CITY OF DE PERE AND STEPHEN L. SEIDL
(Boat Docks along James Street Parkway)

WHEREAS, the City own an approximate .23 acre parcel known as Parcel ED-716 along the Fox River at James and Front Streets, commonly referred to as the James Street Parkway; and

WHEREAS, Stephen L. Seidl has presented to the Board of Park Commissioners a master plan consisting of up to seven (7) dock structures to be constructed on the Fox River at the James Street Parkway; and

WHEREAS, Stephen L. Seidl has also expressed his wish to, as funds becomes available to him, donate all materials for the boat dock improvements to the James Street Parkway according to the master and to also donate partial funding for costs associated with the installation of the dock system; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City is grateful to Stephen L. Seidl for his generous donation and authorizes the Mayor and Clerk-Treasurer to execute the Agreement Between the City of De Pere and Stephen L. Seidl as is attached hereto as Exhibit 1, subject to 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 19th day of
June, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT BETWEEN THE CITY OF DE PERE AND STEPHEN L. SEIDL
(Boat Docks along James Street Parkway)**

THIS AGREEMENT is entered into this ____ day of _____, 2012, by and between the City of De Pere, a Wisconsin Municipal Corporation, ("City") and Stephen L. Seidl ("Donor").

WHEREAS, the City own the approximate .23 acre parcel known as Parcel ED-716 along the Fox River at James and Front Streets, commonly referred to as the James Street Parkway; and

WHEREAS, Donor has presented to the Board of Park Commissioners a master plan consisting of up to seven (7) dock structures to be constructed on the Fox River at the James Street Parkway as shown on Exhibit A, attached and incorporated by reference; and

WHEREAS, Donor has also expressed his wish to, as funds becomes available to him, donate all materials for the boat dock improvements to the James Street Parkway according to the master plan (Exhibit A) and to also donate partial funding for costs associated with the installation of the dock system; and

WHEREAS, the Board of Park Commissioners has reviewed such proposal and recommends acceptance thereof; and

WHEREAS, the City and its Board of Park Commissioners are grateful to the Donor for his generous donation offer according to the terms and conditions as set forth below.

NOW THEREFORE, upon the mutual covenants and promises contained herein, together with such other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Subject to the conditions and other provisions of this Agreement, the Donor agrees to donate to City as funds become available to him, all materials, up to the value of \$35,000, for the construction of such boat dock improvements for the James Street Parkway as shown on Exhibit A.
2. Provided sufficient funds are raised by Donor during the 2012 construction season, Donor shall donate to City the following:
 - (A) such materials as are necessary to install the initial portion of dock system as shown on Exhibit B, consisting of one "L" shaped dock;
 - (B) reimbursement of all City costs associated with City installation of accessible sidewalk improvements to such dock as shown on Exhibit C; and
 - (C) an amount not less than \$16,000 to reimburse City for a portion of costs incurred in City's installation of the dock improvements shown in Exhibit B.

Should additional funds become available to donor so that additional improvements can be completed in 2012, paragraph 3 shall be followed.

3. Subsequent donations to City toward completion of the master plan shall be as agreed in writing between Donor and the City Director of Parks, Recreation and Forestry.
4. Donor shall involve the City Director of Parks, Recreation and Forestry in the selection of materials for the dock improvements.
5. The parties acknowledge that the City is bound to comply with the public bidding laws under Wis. Stats. §62.15 in undertaking construction of public improvements that fall within the parameters of that statute. The parties anticipate however, that installation of the donated boat dock materials is exempt from the public bidding requirements of such statute. In the event it is determined that the installation of dock

improvements is subject to the bid requirements of that statute, the parties agree that any installation of boat dock improvements after such determination is made shall comply with those statutory requirements.

6. All improvements and facilities constructed or completed under this Agreement shall become the property of the City of De Pere upon installation or construction.
7. The City shall be responsible for all maintenance and repair of the dock improvements after each segment is completed, including repair to improvements caused by vandalism, Acts of God or other such causes.
8. The City shall indemnify and save harmless Donor and all of his heirs, from any and all claims and other causes of action based upon property damage or personal injury arising from Donor's donation and/or the construction of the boat dock facilities contemplated by this Agreement.
9. This Agreement may not be assigned by any party unless agreed to in writing by all parties; however, this Agreement shall be binding upon and inure to the benefit of any of the parties' successors in interest.
10. No amendment to the terms or conditions of this Agreement shall be effective unless agreed to in and signed by all parties.
11. Any notice required or permitted hereunder shall be mailed, postage paid, to the following:

If to City:

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

If to the Donor:

Stephen Seidl
Seidl & Associates
2270 Holmgren Way
Green Bay, WI 54304

Dated this _____ day of _____, 2012.

STEPHEN L. SEIDL

By:

CITY OF DE PERE

By:

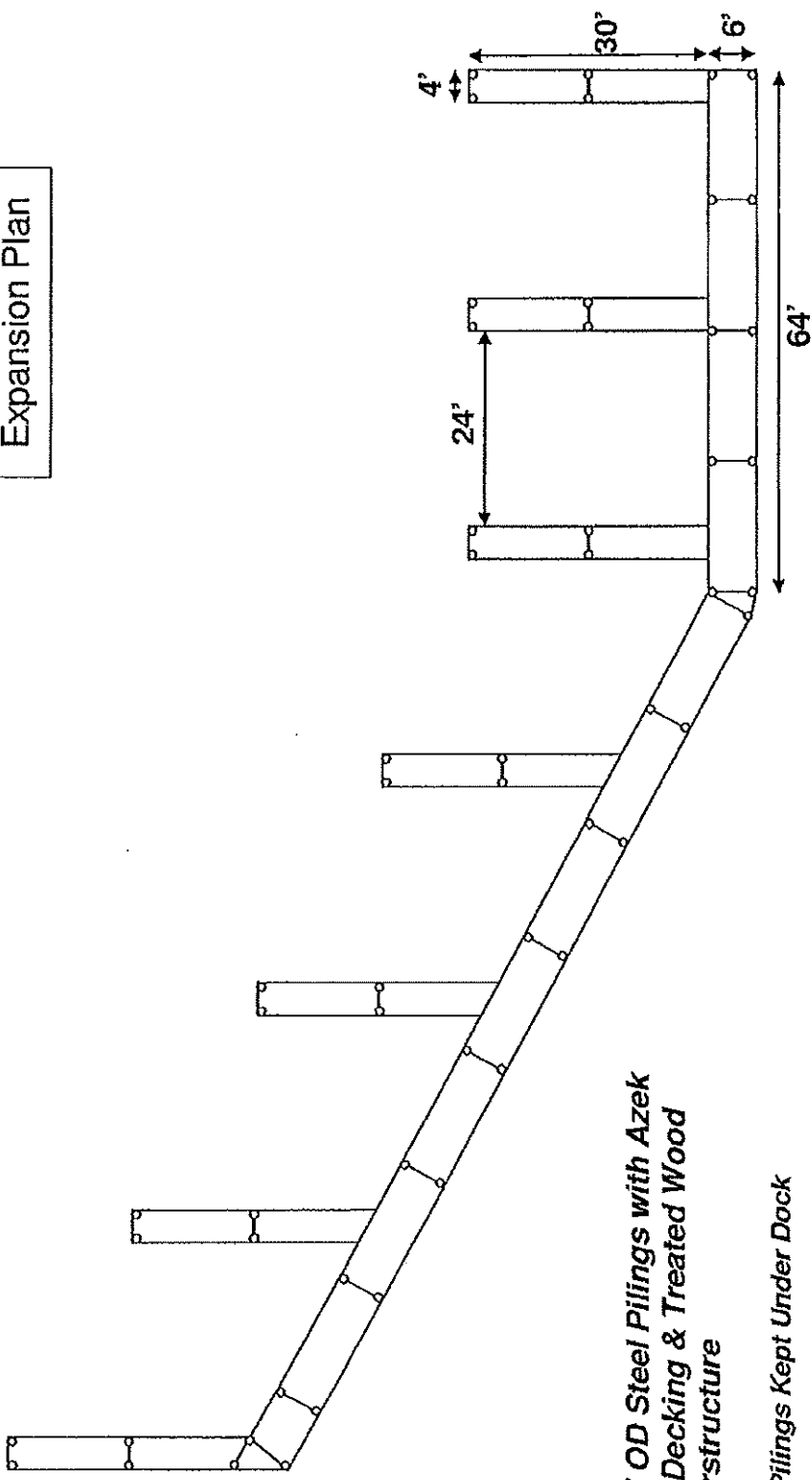
Stephen L. Seidl

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2012\Boat Docks Along James Street (Seidl)-151-005-12.docx

Expansion Plan

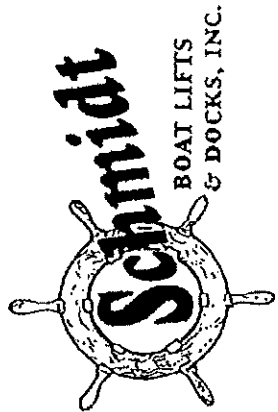


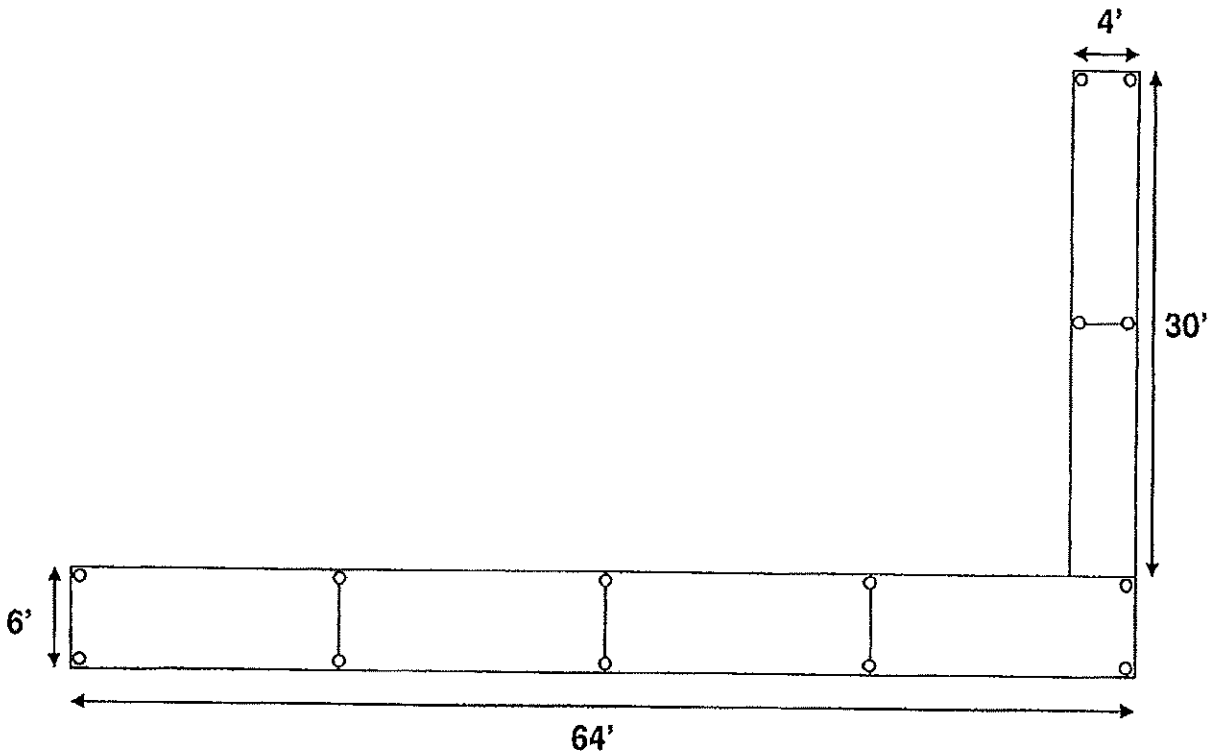
6 7/8" OD Steel Pilings with Azek Vinyl Decking & Treated Wood Understructure

All Pilings Kept Under Dock

Sketch for:
Lock Hold Area Dock
 By:
 Schmidt Boat Lifts & Docks
 1-800-236-4622

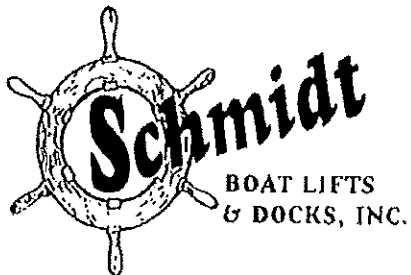
□ = 2'





6 7/8" OD Steel Pilings with Azek Vinyl Decking & Treated Wood Understructure

All Pilings Kept Under Dock



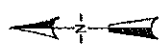
□ = 2'

**Sketch for:
Lock Hold Area Dock**

By:
Schmidt Boat Lifts & Docks
1-800-236-4622

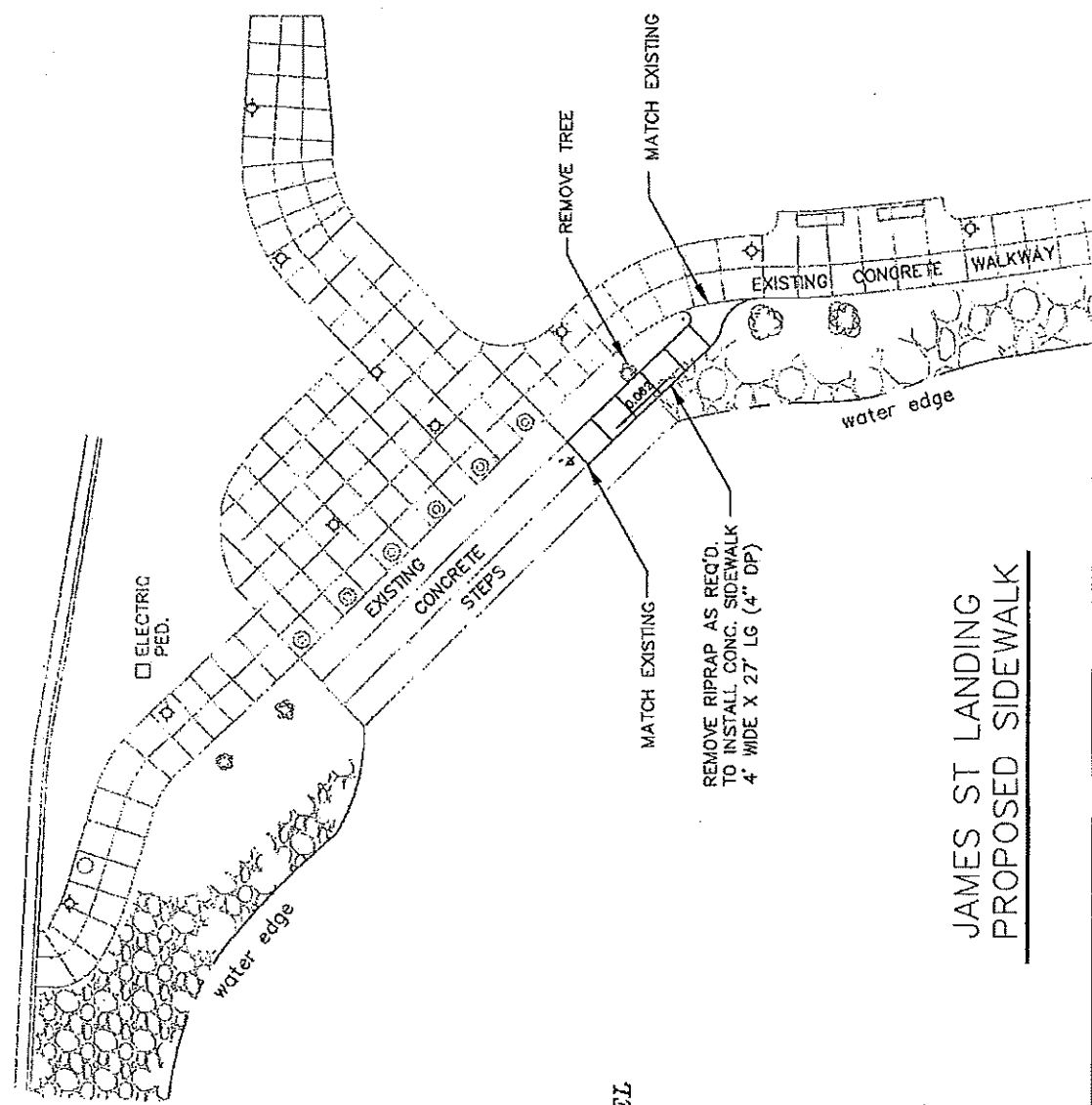
Exhibit B

JAMES ST.



FRONT ST.

ASPHALT TRAIL



JAMES ST LANDING
PROPOSED SIDEWALK

FIGURE	ENGINEERING DIVISION
TITLE	925 S. SIXTH ST
PROJECT:	DE PERE, WI 54115
DATE:	OFFICE 920-339-4061
BY:	920-339-4071
CHECKED:	FAX

FOX RIVER
UPPER CHANNEL

RESOLUTION #12-68

AUTHORIZING REVISED ADDENDUM TO 1999 COOPERATION AGREEMENT
AND AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT
REGARDING THE IMPOSITION AND DIRECTION OF
ADDITIONAL ROOM TAX REVENUE

WHEREAS, the City of De Pere, the City of Green Bay, the Village of Allouez, the Village of Ashwaubenon, the Village of Bellevue, Village of Howard and the Village of Suamico, all Wisconsin municipal corporations, (collectively the "Municipalities"), have recently adopted resolutions regarding the imposition and direction of additional room tax revenues, including authorizing an Addendum to the 1999 Cooperation Agreement among them pertaining to room tax revenue financing for construction of improvements for the promotion and development of conventions and other forms of tourism; and

WHEREAS, additional revisions to the 1999 Cooperation Agreement and revisions to the Pledge and Security Agreement executed by such municipalities as security for the aforementioned improvements are necessary in order to clarify how the collected increase in room tax will be handled and disbursed by the Trustee of the bonds to the Greater Green Bay Convention and Visitors Bureau; and

WHEREAS, the Common Council wishes to authorize execution of the revised documents in order to clarify the collection and distribution of the room tax revenues.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Revised Addendum to 1999 Cooperation Agreement as is attached hereto as Exhibit 1 and the Amended and Restated Pledge and Security Agreement attached hereto as Exhibit 2.

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 19th day of June, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

ADDENDUM TO 1999 COOPERATION AGREEMENT

This ADDENDUM TO 1999 COOPERATION AGREEMENT (this "Addendum") is made as of _____, 2012, by and among the CITY OF GREEN BAY, WISCONSIN, a Wisconsin municipal corporation and political subdivision, the CITY OF DE PERE, WISCONSIN, a Wisconsin municipal corporation and political subdivision, the VILLAGE OF ALLOUEZ, WISCONSIN, a Wisconsin municipal corporation and political subdivision, the VILLAGE OF ASHWAUBENON, WISCONSIN, a Wisconsin municipal corporation and political subdivision, the VILLAGE OF HOWARD, WISCONSIN, a Wisconsin municipal corporation and political subdivision, the VILLAGE OF BELLEVUE, WISCONSIN, a municipal corporation and political subdivision, and the VILLAGE OF SUAMICO, WISCONSIN, a municipal corporation and political subdivision (collectively, the "Municipalities"), and BROWN COUNTY, a Wisconsin municipal corporation and political subdivision (the "County").

WHEREAS, all the Municipalities except the Village of Bellevue and the Village of Suamico are parties to a Cooperation Agreement, dated as of May 18, 1999 (the "Cooperation Agreement"), which concerned the development and redevelopment of certain areas designated in the Cooperation Agreement as the "Improvement Areas" and the promotion and development of conventions and other forms of tourism within the Improvement Areas as matters of group interest and, among other things, provided for the pledging and utilization of "Room Tax Revenues" (as defined therein); and

Whereas, subsequent to the execution of the Cooperation Agreement, the Village of Bellevue and the Village of Suamico became members of the Room Tax Commission; and

WHEREAS, pursuant to the Cooperation Agreement, the Municipalities, together with Associated Bank Green Bay, National Association (as the predecessor-in-interest of Associated Trust Company, National Association), as trustee (the "Trustee"), entered into a Pledge and Security Agreement, dated as of July 1, 1999 (as it may be amended from time to time, the "Pledge and Security Agreement"), which provided that all Room Tax Revenues shall be deposited with the Trustee and allocated as provided therein, namely, a portion to the Room Tax Administrative Fund established under the Pledge and Security Agreement and the remaining portion to the bonds issued under both the Indenture of Trust, dated as of December 1, 1999 (the "Ashwaubenon Indenture"), from the Community Development Authority of the Village of Ashwaubenon to the Trustee, and the Indenture of Trust, dated as July 1, 1999 (the "Green Bay Indenture"), from the Redevelopment Authority of the City of Green Bay to the Trustee; and

WHEREAS, Section 8.08 of the Ashwaubenon Indenture provides that Room Tax Revenues received by the Trustee with respect to the bonds issued under the Ashwaubenon Indenture shall be applied first to the Bond Fund created thereunder until the amount on deposit equals the aggregate of the amount of interest and principal to be paid on bonds issued thereunder with respect to the current bond year, thereafter to the

Debt Service Reserve Account created thereunder until fully funded, and lastly to the Room Tax Stabilization Fund created thereunder; and

WHEREAS, Section 8.08 of the Green Bay Indenture provides that Room Tax Revenues received by the Trustee with respect to the bonds issued under the Ashwaubenon Indenture shall be applied first to the Bond Fund created thereunder until the amount on deposit equals the aggregate of the amount of interest and principal to be paid on bonds issued thereunder with respect to the current bond year and thereafter to the Room Tax Stabilization Fund created thereunder; and

WHEREAS, under both Section 8.08 of the Ashwaubenon Indenture and Section 8.08 of the Green Bay Indenture, amounts in the Room Tax Stabilization Fund shall, at the election of the County, be made available to the respective bond issuer, for various uses, including, upon direction of the County for other tourism activities and promotion; and

WHEREAS, the Municipalities are also parties to a Room Tax Commission and Tourism Zone Agreement dated August 29, 1997, in which the Municipalities agree they are a "Zone" for purposes of the Room Tax Act (Wis. Stats. §66.0615 *et seq.*) in that they are perceived as a single destination by the traveling public; and

WHEREAS, the Municipalities wish to enter into this Addendum to the Cooperation Agreement to increase room tax collections within the Zone and, to the extent permitted under the Pledge and Security Agreement, the Ashwaubenon Indenture, and the Green Bay Indenture, to direct such revenue to the Greater Green Bay Convention & Visitors Bureau, Inc., a non-profit corporation (the "CVB"), which is the tourism entity for the Zone under the Tourism Entity Agreement dated January 1, 1999 and as amended dated May 31, 2012 between the CVB and the Room Tax Commission as required under Wis. Stats. §66.0615 (1m) (b) 2; and

WHEREAS, the Green Bay Area Room Tax Commission, the Redevelopment Authority of the City of Green Bay, Wisconsin, and the Community Development Authority of the Village of Ashwaubenon, Wisconsin, which are parties to the Cooperation Agreement but not this Addendum, are asked to acknowledge this Addendum.

NOW, THEREFORE, in consideration of the premises and the mutual promise and other obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Municipalities agree as follows:

1. The Municipalities agree to enact such resolutions and ordinances and take all other municipal acts as are necessary to affect the levy, enforcement, and collection of a 2% increase from an 8% room tax rate to a 10% room tax rate (the "2% increase").

2. The Municipalities agree to amend and restate the Pledge and Security Agreement to provide that the room taxes collected with respect to the 2% increase will be directed to the CVB except upon the occurrence and continuation of a Room Tax Deficiency (as defined in the Cooperation Agreement).

3. All Room Tax Revenues derived from the 2% increase shall, in accordance with Article III of the Pledge and Security Agreement, as amended, be deposited with the Trustee and allocated as provided therein.

4. Nothing herein shall prevent the Municipalities from taking additional actions, if they deem it necessary or appropriate, to increase the room tax rate by an additional amount for such purposes as they determine.

5. All Room Tax Revenues pledged by the Municipalities under the Cooperation Agreement shall continue to be directed as required under the Cooperation Agreement and the Pledge and Security Agreement. Nothing in this Addendum shall be construed to limit, change, amend, or otherwise alter the obligations and requirements imposed upon each Municipality by the Cooperation Agreement and the Pledge and Security Agreement.

6. This Addendum may be signed in any number of counterparts with the same effect as if the signatures hereto were upon the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

APPROVED AS TO FORM:

CITY OF GREEN BAY

By: _____
Name: _____
Its: Municipal Attorney

By: _____
Name: James J. Schmitt
Its: Mayor

Countersigned:

APPROVED:

Name: Kris A. Teske
Its: Interim City Clerk

By: _____
Name: _____
Its: Finance Officer

Address for Notices:
City of Green Bay
Attn: Clerk
100 N. Jefferson Street
Green Bay, WI 54301

APPROVED AS TO FORM:

CITY OF DE PERE

By: _____
Name: _____
Its: Municipal Attorney

By: _____
Name: Michael J. Walsh
Its: Mayor

Countersigned:

APPROVED:

Name: Charlene M. Peterson
Its: Clerk-Treasurer

By: _____
Name: _____
Its: Finance Officer

Address for Notices:
City of De Pere
Attn: Clerk-Treasurer
335 S. Broadway Street
De Pere, WI 54115

APPROVED AS TO FORM:

VILLAGE OF ALLOUEZ

By: _____
Name: _____
Its: Municipal Attorney

By: _____
Name: Steve Vanden Avond
Its: President

Countersigned:

APPROVED:

Name: Debbie Baenen
Its: Clerk-Treasurer

By: _____
Name: _____
Its: Finance Officer

Address for Notices:
Village of Allouez
Attn: Clerk-Treasurer
1900 Libal Street
Green Bay, WI 54301

APPROVED AS TO FORM:

VILLAGE OF ASHWAUBENON

By: _____
Name: _____
Its: Municipal Attorney

By: _____
Name: Michael W. Aubinger
Its: President

Countersigned:

APPROVED:

Name: Dawn Collins
Its: Clerk

By: _____
Name: _____
Its: Finance Officer

Address for Notices:
Village of Ashwaubenon
Attn: Clerk-Treasurer
2155 Holmgren Way
Green Bay, WI 54304

APPROVED AS TO FORM:

VILLAGE OF BELLEVUE

By: _____
Name: _____
Its: Municipal Attorney

By: _____
Name: Howard Ward
Its: President

Countersigned:

APPROVED:

Name: April Little
Its: Clerk-Treasurer

By: _____
Name: _____
Its: Finance Officer

Address for Notices:
Village of Bellevue
Attn: Clerk-Treasurer
24 West Main Street
P.O. Box 79
Belleville, WI 53508

APPROVED AS TO FORM:

VILLAGE OF HOWARD

By: _____
Name: _____
Its: Municipal Attorney

By: _____
Name: Burt R. McIntyre
Its: President

Countersigned:

APPROVED:

Name: Christopher Haltom
Its: Clerk

By: _____
Name: _____
Its: Finance Officer

Address for Notices:
Village of Howard
Attn: Clerk
2456 Glendale Avenue
Green Bay, WI 54313

APPROVED AS TO FORM:

VILLAGE OF SUAMICO

By: _____
Name: _____
Its: Municipal Attorney

By: _____
Name: Patricia Gaura-Jelen
Its: President

Countersigned:

APPROVED:

Name: Bonnie Swan
Its: Clerk

By: _____
Name: _____
Its: Finance Officer

Address for Notices:
Village of Suamico
Attn: Clerk
2999 Lakeview Drive
Suamico, WI 54173

[Signature Page to Addendum to 1999 Cooperation Agreement]

APPROVED AS TO FORM:

BROWN COUNTY, WISCONSIN

By: _____
Name: _____
Its: Attorney

By: _____
Name: Troy Streckenbach
Its: County Executive

Countersigned:

APPROVED:

By: _____
Name: Darlene K. Marcelle
Its: Clerk

By: _____
Name: _____
Its: Finance Officer

Address for Notices:
Brown County, Wisconsin
Attn: Clerk
305 East Walnut Street
P.O. Box 23600
Green Bay, WI 54305-3600

Acknowledged By:

APPROVED AS TO FORM:

**GREEN BAY AREA ROOM
TAX COMMISSION**

By: _____
Name: _____
Its: Attorney

By: _____
Name: _____
Its: Chairman

Countersigned:

APPROVED:

By: _____
Name: _____
Its: Secretary

By: _____
Name: _____
Its: Finance Officer

Address for Notices:
Green Bay Area Room Tax Commission
Room 200, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

Acknowledged By:

APPROVED AS TO FORM:

REDEVELOPMENT AUTHORITY
OF CITY OF GREEN BAY,
WISCONSIN

By: _____
Name: _____
Its: Attorney

By: _____
Name: _____
Its: Chairman

Countersigned:

APPROVED:

By: _____
Name: _____
Its: Secretary

By: _____
Name: _____
Its: Finance Officer

Address for Notices:
Redevelopment Authority of the
City of Green Bay
Room 608, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

Acknowledged By:

APPROVED AS TO FORM:

COMMUNITY DEVELOPMENT
AUTHORITY OF THE
VILLAGE OF ASHWAUBENON,
WISCONSIN

By: _____

Name: _____

Its: Attorney

By: _____

Name: _____

Its: Chairperson

Countersigned:

APPROVED:

By: _____

Name: _____

Its: Secretary

By: _____

Name: _____

Its: Finance Officer

Address for Notices:

Community Development Authority
of the Village of Ashwaubenon
2155 Holmgren Way
Green Bay, WI 54304

**AMENDED AND RESTATED
PLEDGE AND SECURITY AGREEMENT**

Dated as of July 1, 1999

Relating To:

**COMMUNITY DEVELOPMENT AUTHORITY OF THE
VILLAGE OF ASHWAUBENON (WISCONSIN)
TAXABLE REVENUE BONDS, SERIES 2012
(BROWN COUNTY RESCH CENTER PROJECT)**

**REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY (WISCONSIN)
LEASE REVENUE REFUNDING BONDS, SERIES 2006
(CONVENTION CENTER PROJECT)**

THIS AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT, dated as of July 1, 1999 (this "Agreement"), is made and entered into by and among the CITY OF GREEN BAY, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Green Bay"), the CITY OF DE PERE, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("De Pere"), the VILLAGE OF ALLOUEZ, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Allouez"), the VILLAGE OF ASHWAUBENON, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Ashwaubenon"), the VILLAGE OF HOWARD, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Howard"), the VILLAGE OF BELLEVUE, WISCONSIN, a municipal corporation and political subdivision ("Bellevue"), the VILLAGE OF SUAMICO, WISCONSIN, a municipal corporation and political subdivision ("Suamico") (collectively with Green Bay, De Pere, Allouez, Ashwaubenon, Howard, and Bellevue, the "Municipalities"), BROWN COUNTY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "County"), the GREEN BAY AREA ROOM TAX COMMISSION, a Wisconsin quasi-municipal corporation (the "Room Tax Commission"), and ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, a national bank organized under the laws of United States of America, as trustee (the "Trustee");

WITNESSETH :

WHEREAS, Green Bay, De Pere, Allouez, Ashwaubenon, Howard, the County, the Room Tax Commission, the Redevelopment Authority of the City of Green Bay, Wisconsin (the "Green Bay RDA"), and the Community Development of the Village of Ashwaubenon, Wisconsin (the "Ashwaubenon CDA", together with the Green Bay RDA, the "Authorities") are parties to a Cooperation Agreement, dated as of July 1, 1999 (the "Cooperation Agreement"); and

WHEREAS, subsequent to the execution of the Cooperation Agreement, Bellevue and Suamico became members of the Room Tax Commission; and

WHEREAS, contemporaneously with the execution of this Agreement, the Municipalities and the County are executing a Addendum to 1999 Cooperation Agreement concerning revenues from an increase in the room tax rate; and

WHEREAS, under the terms of the Cooperation Agreement:

- (a) the Municipalities agree to pledge any and all Net Room Taxes (as defined in the Cooperation Agreement) to the Room Tax Commission and consent to the use of the Net Room Taxes for the purpose of, among other things, making payments, whether directly or indirectly through lease or other payments to the Authorities, of debt service on outstanding bonds (the "Bonds") issued by the Authorities pursuant to indentures of trust entered into by each of the Authorities with the Trustee (respectively, the "Green Bay Indenture" and the "Ashwaubenon Indenture", collectively, the "Indentures"), subject to any restrictions related

thereto in the Room Tax Act (as defined in the Cooperation Agreement); and

- (b) the Room Tax Commission agrees to pledge and perform all other acts necessary to effect the pledge of any and all Net Room Taxes to the County for the purpose of, among other things, making payments, whether directly or indirectly through lease or other payments to the Authorities, of debt service on outstanding Bonds; and
- (c) the Municipalities, the Room Tax Commission, and the County agree to enter into this Agreement with the Trustee for the purpose of effecting and providing for the terms and conditions of the pledge of the Net Room Taxes to the payment of debt service on outstanding Bonds; and

WHEREAS, the terms and conditions of this Agreement are in compliance with Section 66.75 of the Wisconsin Statutes, as amended (the "Room Tax Act"); and

WHEREAS, the execution and delivery of this Agreement have been in all respects duly and validly authorized by resolutions of the Municipalities, the Room Tax Commission, and the County; and

WHEREAS, all things necessary to constitute this Agreement a valid pledge and assignment of the Net Room Taxes have been done and performed; and

WHEREAS, the Municipalities, the Room Tax Commission, the Counties, and the Trustee are amending and restating this Agreement to clarify the treatment of additional Room Taxes;

NOW, THEREFORE, THIS AGREEMENT FURTHER WITNESSETH:

ARTICLE I

PLEDGE AND ASSIGNMENT OF NET ROOM TAXES TO ROOM TAX COMMISSION

Section 1.01 Pledge and Assignment.

The Municipalities do hereby pledge, sell, assign, transfer, and set over unto the Room Tax Commission, its successors, and assigns, and the Room Tax Commission hereby does accept, all right, title, and interest of the Municipalities in and to all Net Room Taxes, subject to any limitations imposed thereon by the Room Tax Act, for the purposes set forth in the recitals of this Agreement. The pledge and assignment hereunder shall remain in full force and effect until the full discharge and defeasance of the Indentures.

In order to effect such pledge and assignment, each of the Municipalities hereby agrees to cause all room taxes levied thereby during the term of this Agreement to be deposited in accordance with Article III of this Agreement.

Section 1.02 Additional Room Taxes.

The Municipalities may, from time to time, levy room taxes in addition to the room taxes originally levied in fulfillment of the Cooperation Agreement and hereby set forth their understanding of the Cooperation Agreement in that regard.

The term "Room Taxes", when used to determine the administrative fee payable to each Municipality, shall be construed to mean room taxes collected at the rate of 8%, and the term "Additional Room Taxes", as used in this Agreement, shall mean room taxes collected in excess of the rate of 8%.

As a result, each Municipality acknowledges and agrees that the amount each Municipality retains as its administrative fee is determined without regard to any Additional Room Taxes.

ARTICLE II

PLEDGE AND ASSIGNMENT OF NET ROOM TAXES TO THE COUNTY

The Room Tax Commission does hereby pledge, sell, assign, transfer, and set over unto the County, its successors, and assigns, and the County does hereby accept, all the right, title, and interest of the Room Tax Commission in and to all Net Room Taxes, subject to any limitations imposed thereon by the Room Tax Act, for the purposes set forth in the recitals of this Agreement. The pledge and assignment hereunder shall remain in full force and effect until the full discharge and defeasance of the Indentures.

In accordance with the terms of the Cooperation Agreement, the Municipalities hereby consent to the pledge, assignment, and transfer of the Net Room Taxes from the Room Tax Commission to the County for the purposes set forth in the recitals of this Agreement.

In order to effect such pledge and assignment, the Room Tax Commission hereby agrees to cause all Room Taxes pledged and assigned to it pursuant to Article I of this Agreement to be deposited in accordance with Article III of this Agreement.

ARTICLE III

DEPOSIT OF ROOM TAXES WITH TRUSTEE

Section 3.01 Deposit of Room Taxes.

The Municipalities, the Room Tax Commission, the County, and the Trustee hereby agree and direct that, in order to effect the pledges of the Net Room Taxes hereunder, all Room Taxes levied by the Municipalities shall be deposited directly by the

original obligors thereof with the Trustee, and the Additional Room Taxes shall be treated as described in Section 3.04 of this Agreement, and the remaining Room Taxes shall be applied for the payment of debt service on outstanding Bonds, the payment of certain administrative fees, and such other purposes as are specified in the Indentures therefore, and the Trustee shall allocate such Room Taxes in the following amounts and in the following order of priority:

- (a) the Trustee shall allocate to the Room Tax Administrative Fund established and maintained pursuant to Section 3.02 of this Agreement (the "**Room Tax Administrative Fund**"), the following portion of such Room Taxes (with respect to each Municipality, its respective "**Administrative Fee**"):
 - (1) with respect to Room Taxes levied, enforced and collected by or with respect to Green Bay, Sixteen percent (16%) of such Room Taxes;
 - (2) with respect to Room Taxes levied, enforced and collected by or with respect to De Pere, Four percent (4%) of such Room Taxes;
 - (3) with respect to Room Taxes levied, enforced and collected by or with respect to Allouez, Four percent (4%) of such Room Taxes;
 - (4) with respect to Room Taxes levied, enforced and collected by or with respect to Howard, Four percent (4%) of such Room Taxes;
 - (5) with respect to Room Taxes levied, enforced and collected by or with respect to Ashwaubenon, Sixteen percent (16%) of such Room Taxes; and
 - (6) with respect to Room Taxes levied, enforced and collected by or with respect to an Additional Municipality (as defined in the Cooperation Agreement), Four percent (4%) of such Room Taxes;
- (b) the Trustee shall allocate the remaining Room Taxes on a pro rata basis, as follows:
 - (1) the Trustee shall allocate to the Bonds then outstanding, if any, issued pursuant to the Green Bay Indenture a portion of such Room Taxes equal to the product of (i) the aggregate of such Room Taxes and (ii) a fraction the numerator of which is the aggregate annual debt service with respect to the

Bonds then outstanding, if any, issued pursuant to the Green Bay Indenture for the current Bond Year (as defined in the Indentures) and the denominator of which is the aggregate annual debt service with respect to all Bonds then outstanding for the current Bond Year; and

- (2) the Trustee shall allocate to the Bonds then outstanding, if any, issued pursuant to the Ashwaubenon Indenture a portion of such remaining Room Taxes equal to the product of (i) the aggregate of such Room Taxes and (ii) a fraction the numerator of which is the aggregate annual debt service with respect to the Bonds then outstanding, if any, issued pursuant to the Ashwaubenon Indenture for the current Bond Year and the denominator of which is the aggregate annual debt service with respect to all Bonds then outstanding for the current Bond Year.

The Trustee does hereby agree to accept such Room Taxes for deposit in accordance with the terms hereof and of the Indentures.

Section 3.02 Room Tax Administrative Fund.

There is hereby created by the Authority and ordered established with the Trustee a trust fund for the account of the Municipalities, to be designated with the names of the Municipalities and the label "**Room Tax Administrative Fund.**" The Trustee shall deposit into the Room Tax Administrative Fund, when and as received, the amounts specified in Section 3.01(a) of this Agreement. On the 15th day of each calendar month, the Trustee shall transfer to each Municipality its respective Administrative Fee then on deposit in the Room Tax Administrative Fund, together with any reports relating to the Room Taxes reasonably requested by the Municipality.

Section 3.03 Collection of Room Taxes.

Each of the Municipalities agrees to direct all Room Tax obligors within its jurisdiction to deposit all Room Taxes with the Trustee pursuant to the terms of this Agreement and the instructions of the Trustee. Each Municipality agrees to forward to the Trustee, immediately upon receipt, any Room Tax payments made directly to such Municipality while any of the Bonds are outstanding. All collection and enforcement actions relating to any such Room Taxes shall be the sole responsibility of the related Municipality; provided, however, that the Trustee, shall have the right (i) to demand that any such Room Taxes paid by the obligors thereof but not deposited with the Trustee be immediately deposited with the Trustee in accordance with this Article III and (ii) to request that a collection or enforcement action be commenced by a Municipality with respect to unpaid Room Taxes.

Section 3.04 Additional Room Taxes.

There is hereby created by the Authority and ordered established with the Trustee a trust fund for the account of the Municipalities, to be designated with the names of the Municipalities and the label "**Additional Room Tax Fund**". The Trustee shall deposit the Additional Room Taxes into the Additional Room Tax Fund. Unless the County shall have notified the Trustee in writing that a "Room Tax Deficiency" (as defined in the Cooperation Agreement) has occurred and is continuing, on the 15th day of each calendar month the Trustee shall transfer the balance in the Additional Room Tax Fund to the Greater Green Bay Convention Center & Visitors Bureau, Inc. (the "CVB") at such address as the CVB may from time to time designate in writing to the Trustee; otherwise, and until such time as the County shall notify the Trustee in writing that a "Room Tax Deficiency" is not continuing, the balance in the Additional Room Tax Fund shall be allocated as provided in Section 3.01(b) of this Agreement.

ARTICLE IV

REPRESENTATIONS, WARRANTIES, AND COVENANTS

The Municipalities and the Room Tax Commission hereby represent and warrant to the County that they have good right and authority to enter into this Agreement, that the Municipalities and the Room Tax Commission have not alienated, assigned, pledged, or otherwise disposed of or encumbered any of the Net Room Taxes, and that the Municipalities and the Room Tax Commission have not performed any acts or executed any other instruments which might prevent the County and the Trustee from receiving any Net Room Taxes under any of the terms and conditions of this Agreement or which would limit the County and the Trustee in such receipt.

The Municipalities and the Room Tax Commission hereby covenant and agree to observe, perform, and discharge, duly and punctually, all and singular, the obligations, terms, covenants, conditions, and warranties of this Agreement on their respective parts to be kept, observed, and performed.

The Municipalities and the Room Tax Commission hereby also covenant and agree that they will, upon the request of the County, the Trustee, or their respective assignees, execute and deliver to the County, the Trustee, or their respective assignees such further instruments and do and perform such other acts and things as the County, the Trustee, or their respective assignees may deem necessary or appropriate to make effective this Agreement and the various covenants of the Municipalities, and the Room Tax Commission herein contained and to more effectively vest in and secure to the County, the Trustee, or their respective assignees the Net Room Taxes, including without limitation, the execution of such additional assignments as shall be deemed necessary by the County, the Trustee, or their respective assignees to effectively vest in and secure the Net Room Taxes.

The Municipalities and the Room Tax Commission hereby covenant and agree that they will take any and all action reasonably necessary to enforce their respective room tax levies and collect all room taxes from the room tax obligors within their respective jurisdictions. Such actions shall include, if necessary, commencing suit or other action to recover delinquent room taxes.

ARTICLE V

MISCELLANEOUS

This Agreement may be executed, acknowledged, and delivered in any number of counterparts, each of which shall constitute an original, but, all together, only one instrument. The laws of the State of Wisconsin shall govern this Agreement. If any term, covenant, or condition of this Agreement, the Cooperation Agreement or the Indentures, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, the Cooperation Agreement, or the Indentures, and the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement, the Cooperation Agreement, or the Indentures shall be valid and enforceable to the fullest extent permitted by law. In the event of any ambiguity in any terms or provisions of this Agreement, such ambiguity shall be construed in favor of the County, notwithstanding any rules of construction to the contrary.

Nothing contained in this Agreement, the Cooperation Agreement, or the Indentures, shall in any manner be construed as making the parties hereto and thereto or their assignees partners.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, sealed, and delivered as of the Effective Date.

APPROVED AS TO FORM:

CITY OF GREEN BAY

By: _____
Name: _____
Its: Municipal Attorney

By: _____
Name: James J. Schmitt
Its: Mayor

Countersigned:

APPROVED:

Name: Kris A. Teske
Its: Interim City Clerk

By: _____
Name: _____
Its: Finance Officer

Address for Notices:
City of Green Bay
Attn: Clerk
100 N. Jefferson Street
Green Bay, WI 54301

APPROVED AS TO FORM:

CITY OF DE PERE

By: _____
Name: _____
Its: Municipal Attorney

By: _____
Name: Michael J. Walsh
Its: Mayor

Countersigned:

APPROVED:

Name: Charlene M. Peterson
Its: Clerk-Treasurer

By: _____
Name: _____
Its: Finance Officer

Address for Notices:
City of De Pere
Attn: Clerk-Treasurer
335 S. Broadway Street
De Pere, WI 54115

APPROVED AS TO FORM:

VILLAGE OF ALLOUEZ

By: _____
Name: _____
Its: Municipal Attorney

By: _____
Name: Steve Vanden Avond
Its: President

Countersigned:

APPROVED:

Name: Debbie Baenen
Its: Clerk-Treasurer

By: _____
Name: _____
Its: Finance Officer

Address for Notices:
Village of Allouez
Attn: Clerk-Treasurer
1900 Libal Street
Green Bay, WI 54301

[Signature Page to Amended and Restated Pledge and Security Agreement]

APPROVED AS TO FORM:

VILLAGE OF ASHWAUBENON

By: _____
Name: _____
Its: Municipal Attorney

By: _____
Name: Michael W. Aubinger
Its: President

Countersigned:

APPROVED:

Name: Dawn Collins
Its: Clerk

By: _____
Name: _____
Its: Finance Officer

Address for Notices:
Village of Ashwaubenon
Attn: Clerk-Treasurer
2155 Holmgren Way
Green Bay, WI 54304

APPROVED AS TO FORM:

VILLAGE OF HOWARD

By: _____
Name: _____
Its: Municipal Attorney

By: _____
Name: Burt R. McIntyre
Its: President

Countersigned:

APPROVED:

Name: Christopher Haltom
Its: Clerk

By: _____
Name: _____
Its: Finance Officer

Address for Notices:
Village of Howard
Attn: Clerk
2456 Glendale Avenue
Green Bay, WI 54313

[Signature Page to Amended and Restated Pledge and Security Agreement]

APPROVED AS TO FORM:

VILLAGE OF BELLEVUE

By: _____
Name: _____
Its: Municipal Attorney

By: _____
Name: Howard Ward
Its: President

Countersigned:

APPROVED:

Name: April Little
Its: Clerk-Treasurer

By: _____
Name: _____
Its: Finance Officer

Address for Notices:
Village of Bellevue
Attn: Clerk-Treasurer
24 West Main Street
P.O. Box 79
Bellevue, WI 53508

APPROVED AS TO FORM:

VILLAGE OF SUAMICO

By: _____
Name: _____
Its: Municipal Attorney

By: _____
Name: Patricia Gaura-Jelen
Its: President

Countersigned:

APPROVED:

Name: Bonnie Swan
Its: Clerk

By: _____
Name: _____
Its: Finance Officer

Address for Notices:
Village of Suamico
Attn: Clerk
2999 Lakeview Drive
Suamico, WI 54173

[Signature Page to Amended and Restated Pledge and Security Agreement]

APPROVED AS TO FORM:

BROWN COUNTY, WISCONSIN

By: _____
Name: _____
Its: Attorney

By: _____
Name: Troy Streckenbach
Its: County Executive

Countersigned:

APPROVED:

By: _____
Name: Darlene K. Marcelle
Its: Clerk

By: _____
Name: _____
Its: Finance Officer

Address for Notices:
Brown County, Wisconsin
Attn: Clerk
305 East Walnut Street
P.O. Box 23600
Green Bay, WI 54305-3600

[Signature Page to Amended and Restated Pledge and Security Agreement]

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Attorney

**GREEN BAY AREA ROOM
TAX COMMISSION**

By: _____
Name: _____
Its: Chairman

Countersigned:

APPROVED:

By: _____
Name: _____
Its: Finance Officer

By: _____
Name: _____
Its: Secretary

Address for Notices:

Green Bay Area Room Tax Commission
Room 200, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

**ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION, as trustee**

By

Its Vice President

[SEAL]

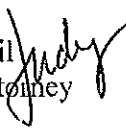
Countersigned

Its Trust Officer

[Signature Page to Amended and Restated Pledge and Security Agreement]

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney 
RE: Revised Room Tax Documents
Date: June 8, 2012

As you know, approval of revised documents for implementation of the 2% room tax increase is on the June 19, 2012 agenda. Bond counsel for the outstanding bonds thought it necessary to make additional changes to existing agreements which are discussed below.

ADDENDUM TO 1999 COOPERATION AGREEMENT

This Agreement was revised to include an additional paragraph which states that the municipalities agree to amend the Pledge & Security Agreement to provide that the additional 2% in room tax will be directed to the VCB.

AMENDED PLEDGE & SECURITY AGREEMENT

The original Pledge & Security Agreement requires the municipalities to remit all room tax collected to the bond trustee (Associated Bank), who then remits back to the municipalities their administrative expense allocation. That part of the Agreement is revised to exempt the new 2% tax from the administrative expense allocation.

Additionally, language was added to require the bond trustee to direct the additional 2% tax to the Greater Green Bay Convention and Visitors Bureau (rather than payment of the bonds.)

If you have any questions regarding these changes, please feel free to call me at 339-4042

JSL:jld

cc: Lawrence Delo, City Administrator

H:\jdupont\Memos\2012\Mayor & CC-room tax-6-7-12-130-001-10.docx

Lisa Renier

Subject:

FW: ROOM TAX

-----Original Message-----

From: Beth Stein [mailto:bmstein@new.rr.com]

Sent: Monday, June 11, 2012 4:53 PM

To: Tony Wachewicz; Judy Schmidt-Lehman; Robert Gagan; Brad Toll; President Aubinger; Allison Swanson; Dawn Collins; Paul Evert; Chris Haltom; President McIntyre; President McIntyre Villag; Tracy Flucke; Debbie Baenen; Steve VandenAvond Hm; Steven Kubacki; Troy Streckenbach; Theodore J Penn; Adrian Ulatowski; Ronald R. Antonneau ; Kristen Hooker ; Carolyn Maricque; Brent Miller; Reed Groethe
Subject: RE: ROOM TAX

Re: Room Tax

The following is a list of dates for all of the Communities and Authorities to approve the Amended and Restated Pledge and Security Agreement and the Addendum to the 1999 Cooperation Agreement. The City of Green Bay will also be taking up its amendment to increase its Room Tax Ordinance which all the other municipalities have previously passed. I will be sending a separate email on how we might want to collect signature pages in a central location with copies available to all participants.

Village of Ashwaubenon Tuesday, June 12, 2012

CDA - Village of Ashwaubenon Friday, June 15, 2012

City of DePere Tuesday, June 19, 2012

Village of Howard Monday, June 11, 2012

Village of Allouez Tuesday, June 19, 2012

Village of Suamico Monday, June 18, 2012

Village of Bellevue Wednesday, June 13, 2012

RDA - City of Green Bay Tuesday, June 12, 2012

City of Green Bay Tuesday, June 19, 2012

Brown County Board Wednesday, June 20, 2012

Green Bay Area Room Tax Commission Thursday, May 31, 2012

/s/ Dennis M. Duffy

Beth M. Stein
Legal Assistant to Dennis M. Duffy
CALEWARTS, DUFFY & GAGAN
716 Pine Street
P.O. Box 488
Green Bay, WI 54305-0488
Phone (920)432-4391
Fax (920)432-4158
Email: bmstein@new.rr.com

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RESOLUTION #12-69

APPROVING AGREEMENTS FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND DIXON ENGINEERING, INC.
(AT&T Wireless Antenna Installations)

WHEREAS, the City is in need of engineering services regarding antenna installations on the Merrill and Matthew Street water towers; and

WHEREAS, Dixon Engineering, Inc. has available and offers to provide personnel and equipment necessary to accomplish the engineering services within the required time.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreements for Consulting Services between the City of De Pere and Dixon Engineering, Inc. as are attached hereto as Exhibits 1 and 2, provided that AT&T has paid to the City Treasurer the sums due and owing under such contracts prior to execution thereof.

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 19th day of June, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

(DePere, Wisconsin 250,000 Double Ellipse Merrill Street 49-05-11-01)

1.01 BASIC AGREEMENT

2.01 SCOPE OF SERVICES

3.01 SIGNATURES

05/15/12

PROPOSAL DATE

POSITION

DATE _____

POSITION

DATE _____

EFFECTIVE CONTRACT DATE

4.01 ADDITIONAL SERVICES

- A. If additional services are Requested and authorized by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. Delay by the Contractor in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. Failure by the Contractor to notify DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.
- D. Failure by the Contractor to Meet Specifications and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - b. By DIXON upon seven days written notice:
 - 1) If Owner fails to pay invoices by 60 days.
 - 2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
 - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
 - 4) DIXON shall have no liability to Owner on account of such termination.
 - 2. For Convenience,

a. By OWNER effective upon the receipt of notice by DIXON.

B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. DIXON shall **Not** at any time Supervise, direct, or have control over any of the Contractor's work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

- D. Engineer shall Not be Responsible For the acts or Omissions of any Contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.
- F. All Design Documents prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. DIXON agrees to defend, Indemnify, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
- H. The parties acknowledge that DIXON's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

SCHEDULE A

(DePere, Wisconsin 250,000 Double Ellipse Merrill Street 49-05-11-01)

- I. Initial Site Inspection – Site Walk:
 - A. Site visit by two Dixon employees to completely map current tank conditions. This includes as-built sketches, existing antenna equipment, site conditions, steel thicknesses, and photos.

- II. Design and Plan Review:
 - A. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included. Initial Site Inspection – Site Walk is a prerequisite to Design and Plan Review.

- III. Site Work for:
 - A. Preconstruction (preinstallation) and progress meetings-attend and participate.

 - B. Installation inspections-inspect installation as it progresses and a final post inspection to compare with design criteria. These inspections include letter report and photographs.

SCHEDULE B

(DePere, Wisconsin 250,000 Double Ellipse Merrill Street 49-05-11-01)

I PAYMENT

A. When service is rendered Owner shall pay DIXON the following line item prices:

1. Schedule A, Item I, Initial Site Inspection-Site Walk, the lump sum of \$1,150.
2. Schedule A, Item II, Design and Plan Review, the lump sum of \$1,250. (Site Walk prerequisite \$1,150)

B. Owner shall pay DIXON the following line items times the number of units used:

1. Schedule A, Item III
 - A. (1) Preconstruction Meetings \$850 per meeting
 - B. (6) Installation and Post Inspections \$850 per inspection

II INVOICES

A. Invoices will be compiled monthly.

- B. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

SCHEDULE C

Antenna Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$125.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level I to III.....	\$ 85.00 to \$100.00	
CAD Supervisor.....	\$ 80.00	
CAWI or CWI Welding Inspector.....	\$ 80.00 to \$100.00	
Certified NACE Inspector.....	\$100.00	
Inspector – Level I to III.....	\$ 60.00 to \$80.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 50.00 & expenses	
Bookkeeping Services.....	\$ 50.00	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$110 per diem, per day diem, per day <i>(may be increased based on location)</i>	\$100 per diem, per day
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O'Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2012

Proposal/Contract Agreement for Antennas

(DePere, Wisconsin 500,000 Spheroid Matthews Drive 49-05-11-03)

The agreement is between Dixon Engineering, Inc. (DIXON) and City of DePere, Wisconsin (OWNER) to contract with DIXON for technical services for AT&T (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of Eight Thousand Three Hundred Fifty dollars \$8,350. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Initial Site Walk Through, Design Review, Pre-Con, Installation Inspections

3.01 SIGNATURES

Chris Kreiner

03/07/12

PROPOSED by DIXON (Not a contract until approved by an officer)

PROPOSAL DATE

CONTRACT APPROVED by OWNER

POSITION

DATE

CO SIGNATURE (if required)

POSITION

DATE

CONTRACT APPROVED by DIXON OFFICER

EFFECTIVE CONTRACT DATE

4.01 ADDITIONAL SERVICES

- A. If additional services are Requested and authorized by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. Delay by the Contractor in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. Failure by the Contractor to notify DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.
- D. Failure by the Contractor to Meet Specifications and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - b. By DIXON upon seven days written notice:
 - 1) If Owner fails to pay invoices by 60 days.
 - 2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
 - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
 - 4) DIXON shall have no liability to Owner on account of such termination.
 - 2. For Convenience,

a. By OWNER effective upon the receipt of notice by DIXON.

B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

A. The Standard of Care for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. DIXON shall Not at any time Supervise, direct, or have control over any of the Contractor's work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer does not guarantee the performance of any contractor and does Not Assume Responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

- D. **Engineer shall Not be Responsible For the acts or Omissions of any Contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.**
- E. **The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.**
- F. **All Design Documents prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.**
- G. **DIXON agrees to defend, Indemnify, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.**
- H. **The parties acknowledge that DIXON's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.**

8.02 Severability

- A. **If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.**

8.03 Headings

- A. **Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.**

SCHEDULE A

(DePere, Wisconsin 500,000 Spheroid Matthews Drive 49-05-11-03)

- I. Initial Site Inspection – Site Walk:
 - A. Site visit by two Dixon employees to completely map current tank conditions. This includes as-built sketches, existing antenna equipment, site conditions, steel thicknesses, and photos.
- II. Design and Plan Review:
 - A. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included. Initial Site Inspection – Site Walk is a prerequisite to Design and Plan Review.
- III. Site Work for:
 - A. Preconstruction (preinstallation) and progress meetings-attend and participate.
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SCHEDULE B

(DePere, Wisconsin 500,000 Spheroid Matthews Drive 49-05-11-03)

I PAYMENT

- A. When service is rendered Owner shall pay DIXON the following line item prices:
 - 1. Schedule A, Item I, Initial Site Inspection-Site Walk, the lump sum of \$1,150.
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- B. Owner shall pay DIXON the following line items times the number of units used:
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SCHEDULE C

Antenna Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
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*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$110 per diem, per day diem, per day (may be increased based on location)	\$100 per diem, per day
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O'Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2012

City of De Pere Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works J. J. T.
Date: June 4, 2012
Subject: Discussion of Engineering Technical Services Regarding Installation of
AT&T's Wireless Antennae Facilities on City Water Towers

The City received a request from AT&T regarding installation of wireless antennae facilities on the City's Merrill Street and Matthew Street water towers. (See request). As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water towers with the work being proposed by AT&T. Staff has received payment from AT&T for funding the engineering services to be performed by Dixon Engineering.

Staff recommends approving the engineering services agreement with Dixon Engineering for the Merrill Street and Matthew Street water towers.

Scott Thoresen

From: Scott Thoresen
Sent: Monday, June 04, 2012 7:47 AM
To: Scott Thoresen
Subject: FW: AT&T Antenna Upgrade - WI6303 - 1725 East Matthew Drive, De Pere, WI 54115

From: Andrea Dukes [<mailto:adukes@lccclaw.net>]
Sent: Tuesday, May 01, 2012 5:07 PM
To: Scott Thoresen
Cc: Kevin Hoyt; James Hebert
Subject: RE: AT&T Antenna Upgrade - WI6303 - 1725 East Matthew Drive, De Pere, WI 54115

Hi Scott,

I just wanted to inform you that the fee for Dixons Review has been sent in the mail via priority today.

Thank you,
Andrea Dukes
Lora, Chanthadouangsy & Castellanos, LLC
606 Dundee Avenue
Elgin, IL 60120
O: (847) 380-2484
C: (847) 921-1180
F: (847) 608-1299

From: James Hebert
Sent: Wednesday, April 04, 2012 11:40 AM
To: Scott Thoresen
Cc: Dan Carpenter; Judy Schmidt-Lehman; Ken Pabich; Dave Hongisto; Dennis Jensen; Andrea Dukes
Subject: RE: AT&T Antenna Upgrade - WI6303 - 1725 East Matthew Drive, De Pere, WI 54115

Hello Scott,

We have requested the fees from AT&T and should be receiving the check for the Dixon Engineer review fee soon. I have attached the agreement letter from AT&T that you have requested and the final construction drawings for the above site. Will this still get on the Board of Public works on the 9th and City Council on the 17th for approval?

Please let us know if we should be submitting an application or any other documents in order to help complete zoning and building compliance with DePere at this point. Do not hesitate to ask if you have any questions.

Best Regards,
Jim Hebert

Phone: (847) 380-5004
Fax: (847) 608-1299



LORA, CHANTHADOANGSY
& CASTELLANOS, LLC
ATTORNEYS AT LAW • SITE ACQUISITION

From: Scott Thoresen [<mailto:sthoresen@mail.de-pere.org>]
Sent: Monday, March 19, 2012 9:52 AM
To: James Hebert
Cc: Dan Carpenter; Judy Schmidt-Lehman; Ken Pablich; Dave Hongisto; Dennis Jensen; Andrea Dukes; Scott Thoresen
Subject: RE: AT&T Antenna Upgrade - WI6303 - 1725 East Matthew Drive, De Pere, WI 54115

Good Morning James:

Dixon Engineering will have to review these plans and oversight of this project for the City of De Pere. I will need a letter of understanding from AT&T that AT&T agrees to pay for the engineering as required by the lease agreement. Once I received this request then I will schedule this matter of the Dixon Engineering contract to go to our Board of Public Works on April 9th and followed by our City Council on April 17th for approval. Once approved we will then need the engineering fees up front from AT&T before the City will enter into agreement with Dixon Engineering for the plan review process and construction oversight.

If you have further questions please let me know.

Have a great day!

Thanks,

Scott

Scott J. Thoresen, P.E.
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Office Phone (920) 339-8095
Cell Phone (920) 639-1003
Fax (920) 339-4071

Email: sthoresen@mail.de-pere.org
Facebook: [City of De Pere Facebook](#)

From: James Hebert [<mailto:jhebert@lclaw.net>]
Sent: Thursday, March 15, 2012 2:58 PM
To: Scott Thoresen
Cc: Dan Carpenter; Judy Schmidt-Lehman; Ken Pablich; Dave Hongisto; Dennis Jensen; Andrea Dukes
Subject: FW: AT&T Antenna Upgrade - WI6303 - 1725 East Matthew Drive, De Pere, WI 54115

Good afternoon Scott,

According to the lease, AT&T is allowed up to 12 antennas. AT&T currently has 6 antennas on the water tower and is proposing to add three more. I have attached the lease, CDs, and the structural. Please review these documents in order to sign off on our consent, which I have attached as well. If you still need to send these documents to Dixon for review, we can request the fees for Dixons review.

Please let me know if you have any questions.

Scott Thoresen

From: Keith Nyman <knyman@frontier.com>
Sent: Monday, May 14, 2012 9:52 AM
To: Scott Thoresen
Subject: RE: De Pere Water Tower located at 1501 Merrill Street (AT&T WI6443 10083186)

Scott --

I left you a voicemail also. You should be seeing the check for the \$8,350 Dixon Scope of Work. Let me know if you don't receive it soon, as it was addressed and made out to your attention.

Thank you,
Keith

Keith A. Nyman | Site Acquisition
SureSite Consulting Group, LLC
(M) 414.704.6376 Office 216.593.0400 | Fax 216.593.0401
E knyman@frontier.com
www.sure-site.com

From: Scott Thoresen [mailto:sthoresen@mail.de-pere.org]
Sent: Wednesday, March 21, 2012 8:58 AM
To: Keith Nyman
Cc: Judy Schmidt-Lehman; Ken Pabich; Larry Delo; Dan Carpenter; Scott Thoresen
Subject: RE: De Pere Water Tower located at 1501 Merrill Street (AT&T WI6443 10083186)

Good Morning Keith:

Dixon Engineering will need to review these plans. The fees proposed recently for T-Mobile are \$8,350. I will need a written request from AT&T stating they will pay for the engineering review to be done by Dixon. I will then bring this to our Board of Public Works on April 9th and then will go to our City Council for final approval on April 17th. AT&T will be required to pay the fees up front prior to the City entering into a contract with Dixon.

If you have any further questions please let me know.

Thanks,

Scott

Scott J. Thoresen, P.E.
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Office Phone (920) 339-8095
Cell Phone (920) 639-1003
Fax (920) 339-4071

Email: sthoresen@mail.de-pere.org
Facebook: [City of De Pere Facebook](#)

RESOLUTION #12-70

AUTHORIZING CONTRACTS FOR CONTRACTOR SERVICES
(Concrete Grinding and Mudjacking)

WHEREAS, the City is in need of concrete grinding and mudjacking services for the 2012 construction season; and

WHEREAS, Concrete Cutters, Inc. has available and offers to provide personnel and equipment necessary to accomplish the concrete grinding services, subject to the terms and conditions of the Contract for Contractor Services, attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, Badger Concrete Lifting has available and offers to provide personnel and equipment necessary to accomplish the mudjacking services, subject to the terms and conditions of the Contract for Contractor Services, attached hereto and incorporated by reference as Exhibit 2; and

WHEREAS, the Board of Public Works has reviewed such Contracts and recommends their approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Contracts for Contractor Services as are attached hereto (Exhibits 1 and 2).

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 19th day of
June, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**CONTRACT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND CONCRETE CUTTERS, INC.
(Concrete Grinding)**

THIS AGREEMENT made and entered into this _____ day of _____, 2012, by and between the City of De Pere, Wisconsin, ("City"), and Concrete Cutters, Inc. ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those concrete grinding services described in the City's Request for Proposals, Project 12-19A, Concrete Grinding Sidewalk (Exhibit A). Such work shall be done in conformance with Section 1.8, MISCELLANEOUS PROVISIONS of the City's 2012 Construction Specifications, attached and incorporated as Exhibit C. 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.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's proposal attached and incorporated as Exhibit B.

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.
2. Automobile Liability
 - (A) Coverages must include the following extensions:
 - Comprehensive Form
 - (1) All Owned Autos
 - (2) All Hired Autos
 - (3) All Non-Owned Autos
 - (4) Mobile Equipment
 - (5) Specialized Equipment

- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$2,000,000 per person/per accident

Uninsured Motorists:

\$25,000 per person
\$50,000 per person

3. Worker's Compensation and Employers' Liability Insurance

Limits of Liability:

Worker's Compensation \$500,000 per employee or per disease
Employers' Liability \$1,000,000

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a part indemnified hereunder.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. **LAWS TO BE OBSERVED.** The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.
2. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
3. **SAFETY, HEALTH AND SANITATION.** The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the City Engineer may determine,

reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract

4. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

5. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any

necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.

6. PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. 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 Contractor's services, the Contractor 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 Contractor 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.

VIII. NOTICES

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

If to City:

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

If to Contractor:

Concrete Cutters, Inc.
Attn: Eric Dreier
1020 Prospect Lane
Kaukauna, WI 54130

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

CONCRETE CUTTERS, INC.

By:

Name: _____
Title: _____

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Name: _____
Title: _____

Vicki L. Scray, Deputy Clerk

H:\jdupont\Agreements\2012\Concrete Cutters - Concrete Grinding 6-12.docx

CITY OF DE PERE - BOARD OF PUBLIC WORKS

REQUEST FOR PROPOSALS

PROJECT 12-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

Proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 10:00 A.M., **Thursday, May 31, 2012.**

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be examined and/or obtained for bidding purposes at the office of the Director of Public Works.

The City of De Pere reserves the right to reject any or all bids, to waive any informality in bidding and to accept any proposal which the Common Council deems most favorable to the interests of the City of De Pere.

Board of Public Works
City of De Pere
Eric Rakers, P.E.
City Engineer
(920) 339-8304

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 12-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
1) Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH	80*	\$_____.	\$_____.
2) Grinding of sidewalk wider than five (5) feet wide	LF	**	\$_____.	
			TOTAL	\$_____.

*Estimate, final totals determined in field

**Informational price

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of _____

_____, _____ and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

(Signature of Bidder)

TITLE _____

Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SPECIAL PROVISIONS

PROJECT 12-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

1. SCOPE OF WORK.

The work under this proposal includes grinding concrete sidewalk as specified herein at various locations in the City of De Pere. Submittal of proposal, insurance and work to be performed to conform to pertinent requirements of the General Requirements and Instructions to Bidders of the City of De Pere 2012 Construction Specifications and these Special Provisions, found on the City of De Pere website. Attached is a sample agreement that will be executed with the successful bidder.

2. CONCRETE GRINDING SPECIFICATION

Description

This special provision describes grinding concrete sidewalk to remove trip hazards.

A. Materials

Perform grinding using dry, vertical carbide grinding equipment that will leave a non-slip surface.

B. Construction

Perform grinding so that the sidewalk surface has essentially the same or slightly rougher texture adjacent to either side of the joint or crack. Ground surfaces will not be smooth or polished and have a coefficient of friction of not less than 0.30.

Perform grinding so that the finished grind has a rectangular appearance consisting of a straight back line with no stray grinding marks. The adjacent concrete will remain untouched by the grinding process without scars or damage.

The finished slope will be a maximum of 8:1 per attached details.

The City will provide a list of the job site addresses.

C. Measurement

The City will measure grinding by each unit or by the number of lineal foot. Each unit shall consist of a grind the entire width of the sidewalk up to a maximum of five (5) feet across and up to a maximum of two (2) inches high. Grinds over five feet shall be paid at the lineal foot rate.

D. Payment

The City will pay for measured quantities at the contract unit price under the following bid items:

<u>ITEM NUMBER/DESCRIPTION</u>	<u>UNIT</u>
1) Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH
2) Grinding of sidewalk wider than five (5) feet wide	LF

Payment is full compensation for furnishing all materials; mobilizing to site; grinding; clean up; removing all excess debris, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

3. PROSECUTION AND PROGRESS. The Contractor will call or meet at least once a day with the Engineer to report job progress and receive new job assignments while work on this proposal is in progress.

The Contractor will notify the Engineer within 24 hours of any unsuccessful attempt to mudjack any item requested by the Engineer.

It is anticipated that the agreement (sample attached) will be provided to the contractor on June 20, 2012. Start date is July 2, 2012.

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 12-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
1) Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH	80*	\$ <u>40</u> .00	\$ <u>3,200</u> .00
2) Grinding of sidewalk wider than five (5) feet wide	LF	**	\$ <u>9</u> .00	
			TOTAL	\$ _____

*Estimate, final totals determined in field

**Informational price

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of Concrete Cutters Inc

_____, 1020 Prospect Ln, Kaukauna, WI and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Eric Dreier
(Signature of Bidder)

TITLE Service and Safety Manager

Eric Dreier
Print or Type Name of Bidder

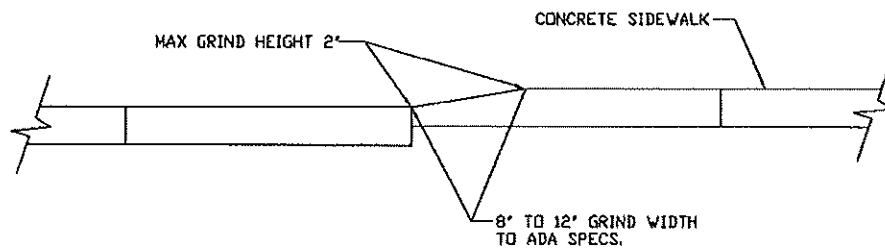
CONCRETE GRINDING

1.8 MISCELLANEOUS PROVISIONS

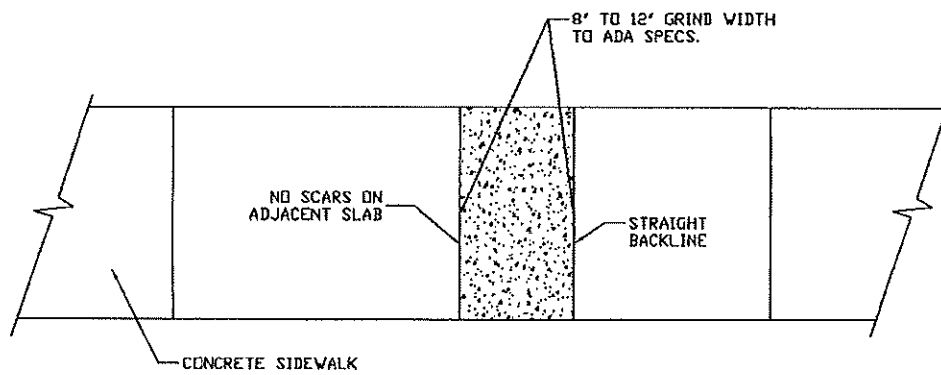
- A. Notification to Residents –Property owners shall be notified 24-hours prior to closing a drive.
- B. Perform grinding using dry, vertical carbide grinding equipment that will leave a no-slip surface.
- C. Perform grinding so that the sidewalk surface has essentially the same or slightly rougher texture adjacent to either side of the joint or crack. Ground surfaces will not be smooth or polished and have a coefficient of friction of not less than 0.30
Perform grinding so that the finished grind has a rectangular appearance consisting of a straight back line with no stray grinding marks. The adjacent concrete will remain untouched by the grinding process without scars or damage.

Perform grinding up to a maximum of two (2) inches high.

The finished slope will be a maximum of 8:1 per attached details.



SIDE VIEW



TOP VIEW

CONCRETE SIDEWALK
GRINDING DETAIL

REF. SEC.

DETAIL NO.
GRINDING DETAIL

**CONTRACT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND BADGER CONCRETE LIFTING
(Mudjacking)**

THIS AGREEMENT made and entered into this _____ day of _____, 2012, by and between the City of De Pere, Wisconsin, ("City"), and Badger Concrete Lifting ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those concrete mudjacking services described in the City's Request for Proposals, Project 12-19, Mudjacking (Exhibit A). Such work shall be done in conformance with Section 32 01 20 MUD-JACKING of the City's 2012 Construction Specifications, attached and incorporated as Exhibit C. 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.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's proposal attached and incorporated as Exhibit B.

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.
2. Automobile Liability
 - (A) Coverages must include the following extensions:
 - Comprehensive Form
 - (1) All Owned Autos
 - (2) All Hired Autos
 - (3) All Non-Owned Autos
 - (4) Mobile Equipment
 - (5) Specialized Equipment
 - (6) Contractual Liability

- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$2,000,000 per person/per accident

Uninsured Motorists:

\$25,000 per person

\$50,000 per person

3. Worker's Compensation and Employers' Liability Insurance

Limits of Liability:

Worker's Compensation \$500,000 per employee or per disease

Employers' Liability \$1,000,000

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a part indemnified hereunder.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.
2. PERMITS AND LICENSING. The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
3. SAFETY, HEALTH AND SANITATION. The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the City Engineer may determine, reasonably necessary to protect the life and health of employees on the job and the

safety of the public and to protect property in connection with the performance of the work covered by the contract

4. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

5. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.

6. PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. 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 Contractor's services, the Contractor 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 Contractor 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.

VIII. NOTICES

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

If to City:

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

If to Contractor:

Badger Concrete Lifting
Attention: Wayne Schoenebeck
535 East Mission Road
Green Bay, WI 54301

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

BADGER CONCRETE LIFTING

By:

Wayne Schoenebeck, Owner

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

H:\dupont\Agreements\2012\Badger Concrete Lifting - Mudjacking 6-12.docx

CITY OF DE PERE - BOARD OF PUBLIC WORKS
REQUEST FOR PROPOSALS
PROJECT 12-19
MUDJACKING - CURB & GUTTER AND SIDEWALK
VARIOUS LOCATIONS

Proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 10:00 A.M., **Thursday, May 31, 2012**

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be examined and/or obtained for bidding purposes at the office of the Director of Public Works.

The City of De Pere reserves the right to reject any or all bids, to waive any informalities in bidding and to accept any proposal which the Common Council deems most favorable to the interests of the City of De Pere.

Board of Public Works
City of De Pere
Eric Rakers, P.E.
City Engineer
(920) 339-8304

CITY OF DE PERE - BOARD OF PUBLIC WORKS
SCHEDULE OF PRICES
PROJECT 12-19
MUDJACKING - CURB & GUTTER AND SIDEWALK
VARIOUS LOCATIONS

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
SD-01 Mud-Jacking Curb & Gutter	LF	100	\$_____.	\$_____.
SD-02 Mud-Jacking Sidewalk	SF	1500	\$_____.	\$_____.
TOTAL				\$_____.

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of _____

_____, _____ and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

(Signature of Bidder)

TITLE _____

Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SPECIAL PROVISIONS

PROJECT 12-19

MUDJACKING - CURB & GUTTER

VARIOUS LOCATIONS

1. SCOPE OF WORK.

The work under this proposal includes the mudjacking as specified herein at various locations in the City of De Pere. Submittal of proposals, insurance and work to be performed shall conform to pertinent requirements of the General Requirements of the City of De Pere 2012 Construction Specifications found on the City of De Pere Website and these Special Provisions. Attached is a sample agreement that will be executed with the successful bidder.

2. MUD-JACKING.

A. See Attached Section 32 01 20 Mud-Jacking.

B. The unit price for Mud-Jacking work includes:

1. Traffic Control
2. Provide grout holes
3. Provide and install grout
4. Clear grout holes and seal with cement

C. Measurement

The City will measure Mud-jacking by the square foot for sidewalk and pavement based on the joints, and by the lineal foot along the flow line for curb & gutter acceptably completed.

D. Payment

The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SD-01	Mud-Jacking, Curb & Gutter	LF
SD-02	Mud-Jacking, Sidewalk	SF

3. PROSECUTION AND PROGRESS. The Contractor will call or meet at least once a day with the Engineer to report job progress and receive new job assignments while work on this proposal is in progress. The Contractor will notify the Engineer within 24 hours of any unsuccessful attempt to mudjack any item requested by the Engineer.

It is anticipated that the agreement (sample attached) will be provided to the contractor on June 20, 2012. Start date is June 25, 2012.

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 12-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
SD-01 Mud-Jacking Curb & Gutter	LF	100	\$ <u>3.90</u>	\$ <u>390.00</u>
SD-02 Mud-Jacking Sidewalk	SF	1500	\$ <u>1.25</u>	\$ <u>1875.00</u>
TOTAL				\$ <u>2265.00</u>

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of BADGER

CONCRETE LIFTING, _____ and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Wayne Schoenebeck
(Signature of Bidder)

TITLE owner

WAYNE SCHOENEBECK
Print or Type Name of Bidder

SECTION 32 01 20

MUD-JACKING

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Mud-Jacking Concrete
 - 2. Mud-Jacking Hole Restoration
 - 3. Clean-up

1.2 REFERENCES (Not Used)

1.3 SUBMITTALS

- A. Grout mix design.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Certified grout mix shall contain a minimum of 7 percent Portland Cement.

PART 3 – EXECUTION

3.1 MUDJACKING CONCRETE

- A. Holes for injecting the grout mix will be spaced not less than 12 inches nor more than 18 inches from a traverse joint or crack and spaced not more than six (6) inches from center of the hole to center of hole.
- B. The grout mix will have a consistency stiff enough to raise the concrete without blowing or leaking, and yet fluid enough to prevent pyramiding.
- C. The hole size for slab raising operations shall be a minimum of one inch (1") up to a maximum of two inches (2") in diameter.

Exhibit C

- D. The holes shall be spaced as necessary to uniformly assure complete communication of slurry between holes.
- E. Slabs shall be raised to the required elevation and pitched at one-quarter (1/4) inch per twelve (12) inches of lineal run, or as directed by the Engineer.

3.2 MUD-JACK HOLE RESTORATION

- A. All jacking operation holes will be cleared of the grout mix and filled with a stiff 1:3 cement mix, which will be consolidated and finished smooth.
- B. Holes shall be cleaned the full depth of the slab by removing excess slurry and wire brushing exposed sidewalls.
- C. Prior to placement of the Portland Cement, the surface around the holes shall be damp.

3.3 CLEAN-UP

- A. Slabs raised shall be thoroughly scraped and swept after completion, but prior to patching.
- B. Surrounding grass areas adjacent to slab raising shall be left in a clean, non-debrised condition.

END OF SECTION

RESOLUTION #12-71

AUTHORIZING SALE OF SURPLUS PROPERTY

WHEREAS, the Engineering Department has replaced the following equipment:

- 1996 Ford E-150 Van
- 1990 Ford E-150 Van; and

WHEREAS, if authorized, the Engineering Department intends to dispose of such used equipment by online auction; and

WHEREAS, the Board of Public Works has reviewed the same and recommends that the above equipment be declared surplus and offered for sale via online auction.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council of the City of De Pere declares as surplus the above listed equipment and approves the disposal thereof as set forth above.

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 19th day of June, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

City of De Pere Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works *S.J.T.*
Date: June 4, 2012
Subject: Surplus Equipment

The City has the following equipment that has been replaced with recently replaced police squad cars in the engineering department. They are no longer needed for our existing operations.

- 1996 Ford E-150 Van
- 1990 Ford E-150 Van

It is recommended that the above mention equipment be sold as surplus equipment. It is the intent of staff to put the above equipment on EBAY for sale.

Al Luberda

From: Thomas Blohowiak
Sent: Thursday, April 26, 2012 9:23 AM
To: Vicki Scray
Cc: Dale Haagen; Al Luberda
Subject: RE: Vehicles

Vicki

Here is a list of all the changes

225 PLATE 57321 BUILDING INSPECTOR

Old Ford Crown Vic 2006 VIN 2FAP71W36X142330

NEW Chev Impala 2009 VIN 2G1WS57M191280712

31 PLATE 47247 ENGINEERING

OLD FORD E-150 VAN VIN 1FTDE14Y9THA97556

NEW CHEV IMPALA 2009 VIN 2G1WS57M791280651

33 PLATE 27554 ENGINEERING

OLD FORD E-150 VAN 1990 VIN 1FTDE14Y8LHB44507

NEW CHEV INPALA 2009 VIN 2G1WS57M891279282

ANY QUESTION JUST CALL

TOM

From: Vicki Scray
Sent: Wednesday, April 25, 2012 1:51 PM
To: Dale Haagen; Thomas Blohowiak
Cc: Joe Zegers (jzegers@mail.de-pere.org)
Subject: Vehicles

Memo

City of De Pere

To: City Council Members
From: Michael J. Walsh, Mayor
Subject: Appointment/Re-Appointment
Date: June 15, 2012

I am submitting the following names for appointment/re-appointment at the June 19, 2012 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with any of the individuals who are being submitted for your approval.

Board/Commission

Appointment/Re-Appointment

De Pere Housing Authority

Tina Pickard/Appointment

Board of Appeals

Kathy Van Vonderen/Re-Appointment

Board of Appeals

Paul Deleeuw/Re-Appointment

6/13/2012 4:59 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 03650 JUN 2012 COUNCIL - 2 6-19-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2412	ACCURATE SUSPENSION WAREHOUSE							
	I-1207712	ACCURATE SUSPENSION WAREHOUSE	R	6/19/2012		42.28CR	064912	42.28
6426	ACL							
	I-201205-0	ACL	R	6/19/2012		187.60CR	064913	187.60
0217	AGRI-PARTNERS COOPERATIVE							
	I-201206131083	AGRI-PARTNERS COOPERATIVE	R	6/19/2012		15.84CR	064914	
	I-201206131084	AGRI-PARTNERS COOPERATIVE	R	6/19/2012		3.59CR	064914	
	I-201206131085	AGRI-PARTNERS COOPERATIVE	R	6/19/2012		10.08CR	064914	
	I-201206131086	AGRI-PARTNERS COOPERATIVE	R	6/19/2012		1.49CR	064914	31.00
0302	AIRGAS NORTH CENTRAL							
	I-9006296473	AIRGAS NORTH CENTRAL	R	6/19/2012		193.88CR	064915	
	I-9902528177	AIRGAS NORTH CENTRAL	R	6/19/2012		285.80CR	064915	479.68
2982	ALL CITY COMMUNICATIONS							
	I-4699567-060112	ALL CITY COMMUNICATIONS	R	6/19/2012		152.77CR	064916	152.77
0013	ARAMARK UNIFORM SERVICES INC							
	I-616-6408769	ARAMARK UNIFORM SERVICES INC	R	6/19/2012		320.63CR	064917	320.63
0441	BADGER METER INC							
	I-95137701	BADGER METER INC	R	6/19/2012		2,900.40CR	064918	2,900.40
0020	BADGERLAND PRINTING INC							
	I-19787	BADGERLAND PRINTING INC	R	6/19/2012		240.00CR	064919	
	I-19804	BADGERLAND PRINTING INC	R	6/19/2012		40.00CR	064919	
	I-19825	BADGERLAND PRINTING INC	R	6/19/2012		111.00CR	064919	
	I-19833	BADGERLAND PRINTING INC	R	6/19/2012		127.00CR	064919	518.00
0023	BATTERIES PLUS LLC							
	I-501-362116	BATTERIES PLUS LLC	R	6/19/2012		76.50CR	064920	
	I-501-362337	BATTERIES PLUS LLC	R	6/19/2012		57.83CR	064920	
	I-501-362452	BATTERIES PLUS LLC	R	6/19/2012		49.50CR	064920	183.83
0027	BAY TOWEL INC							
	I-1471081	BAY TOWEL INC	R	6/19/2012		126.00CR	064921	
	I-1472375	BAY TOWEL INC	R	6/19/2012		35.64CR	064921	
	I-1472376	BAY TOWEL INC	R	6/19/2012		51.65CR	064921	
	I-1475531	BAY TOWEL INC	R	6/19/2012		35.64CR	064921	
	I-1475532	BAY TOWEL INC	R	6/19/2012		53.13CR	064921	302.06

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0025	RAYCOM INC I-140544	RAYCOM INC	R	6/19/2012		27.50CR	064922	27.50
0649	BRAUER SUPPLY & EQUIPMENT I-201205231	BRAUER SUPPLY & EQUIPMENT	R	6/19/2012		16.71CR	064923	16.71
0042	BROWN COUNTY HIGHWAY COMMISSION I-201206131087	BROWN COUNTY HIGHWAY COMMISSIO	R	6/19/2012		47.15CR	064924	47.15
0046	BROWN COUNTY PORT SOLID WASTE DEPT I-18889	BROWN COUNTY PORT SOLID WASTE	R	6/19/2012		15,667.53CR	064925	15,667.53
0044	BROWN COUNTY REGISTER OF DEEDS I-201206131088	BROWN COUNTY REGISTER OF DEEDS	R	6/19/2012		30.00CR	064926	30.00
0737	BRUCE MUNICIPAL EQUIPMENT INC I-5121846	BRUCE MUNICIPAL EQUIPMENT INC	R	6/19/2012		182.41CR	064927	182.41
0115	CARQUEST AUTO PARTS LLC I-6339-149196	CARQUEST AUTO PARTS LLC	R	6/19/2012		13.38CR	064928	13.38
6575	CEDAR CORP I-74335	CEDAR CORP	R	6/19/2012		6,000.00CR	064929	6,000.00
2708	CLEANING SOLUTION SERVICES INC I-05-7389	CLEANING SOLUTION SERVICES INC	R	6/19/2012		1,261.85CR	064930	1,261.85
1000	CAROL DALCHOW I-201206131089	CAROL DALCHOW	R	6/19/2012		23.16CR	064931	23.16
0069	DE PERE GREENHOUSE INC I-9602	DE PERE GREENHOUSE INC	R	6/19/2012		94.23CR	064932	94.23
5668	DE PERE HEALTH DEPT I-201203278798	DE PERE HEALTH DEPT	R	6/19/2012		1,256.00CR	064933	1,256.00
3067	THE DETAIL SHOP LLC I-3583	THE DETAIL SHOP LLC	R	6/19/2012		40.00CR	064934	40.00
4232	DICKSON I-870296	DICKSON	R	6/19/2012		114.00CR	064935	114.00

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0075	DIGGERS HOTLINE INC							
	I-120 5 36401	DIGGERS HOILINE INC	R	6/19/2012		640.78CR	064936	640.78
3212	DIXON ENGINEERING INC							
	I-12-5321	DIXON ENGINEERING INC	R	6/19/2012		2,400.00CR	064937	
	I-12-5322	DIXON ENGINEERING INC	R	6/19/2012		2,400.00CR	064937	4,800.00
5090	DORN, MARY							
	I-201206131090	DORN, MARY	R	6/19/2012		377.96CR	064938	377.96
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1467842	EMERGENCY MEDICAL PRODUCTS INC	R	6/19/2012		754.94CR	064939	754.94
0086	EMPLOYEE RESOURCE CENTER INC							
	I-0512-158	EMPLOYEE RESOURCE CENTER INC	R	6/19/2012		345.00CR	064940	345.00
0331	FERGUSON WATERWORKS #1476 INC							
	I-107721-1	FERGUSON WATERWORKS #1476 INC	R	6/19/2012		83.00CR	064941	
	I-110971	FERGUSON WATERWORKS #1476 INC	R	6/19/2012		61.04CR	064941	144.04
2627	FESTIVAL FOODS INC							
	I-201206131091	FESTIVAL FOODS INC	R	6/19/2012		22.60CR	064942	22.60
0200	FIRST SUPPLY GREEN BAY LLC							
	I-9335715-00	FIRST SUPPLY GREEN BAY LLC	R	6/19/2012		61.58CR	064943	
	I-9364685-00	FIRST SUPPLY GREEN BAY LLC	R	6/19/2012		5.45CR	064943	
	I-9368983-00	FIRST SUPPLY GREEN BAY LLC	R	6/19/2012		18.87CR	064943	85.90
1068	FOX VALLEY TRUCK & BODY INC							
	I-42975	FOX VALLEY TRUCK & BODY INC	R	6/19/2012		2,660.00CR	064944	2,660.00
1891	GANNETT WI MEDIA							
	I-6387034	GANNETT WI MEDIA	R	6/19/2012		60.00CR	064945	60.00
0116	GRAINGER INC							
	I-9836635111	GRAINGER INC	R	6/19/2012		136.06CR	064946	
	I-9839959039	GRAINGER INC	R	6/19/2012		217.44CR	064946	353.50
0666	GRAY'S INC							
	I-29777	GRAY'S INC	R	6/19/2012		483.00CR	064947	483.00
2044	GREEN BAY TITLE COMPANY INC							
	I-GB34878	GREEN BAY TITLE COMPANY INC	R	6/19/2012		135.00CR	064948	135.00

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6576	GROUND SOURCE INC I-2012-3248	GROUND SOURCE INC	R	6/19/2012		100.00CR	064949	100.00
4902	HALRON LUBRICANTS INC I-508197-00	HALRON LUBRICANTS INC	R	6/19/2012		48.20CR	064950	48.20
0446	HAWKINS INC I-3341773 RI I-3344988 RI	HAWKINS INC HAWKINS INC	R R	6/19/2012 6/19/2012		7,084.42CR 66.10CR	064951 064951	7,150.52
3521	HD SUPPLY WATERWORKS LTD I-4843881	HD SUPPLY WATERWORKS LTD	R	6/19/2012		98.01CR	064952	98.01
0912	HEID MUSIC CO I-497738 I-799210 I-799922	HEID MUSIC CO HEID MUSIC CO HEID MUSIC CO	R R R	6/19/2012 6/19/2012 6/19/2012		27.50CR 467.50CR 99.96CR	064953 064953 064953	594.96
5484	HYDRO DESIGNS INC I-26827-IN I-26860-IN	HYDRO DESIGNS INC HYDRO DESIGNS INC	R R	6/19/2012 6/19/2012		2,876.00CR 1,657.00CR	064954 064954	4,533.00
0135	HYDROCLEAN EQUIPMENT INC I-91535	HYDROCLEAN EQUIPMENT INC	R	6/19/2012		5,583.00CR	064955	5,583.00
6342	IDEA DINER I-201206231092	IDEA DINER	R	6/19/2012		35.25CR	064956	35.25
1399	INDOFF INC I-2090526 I-2090630 I-2092571 I-2094865 I-2095848 I-2095866	INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC	R R R R R R	6/19/2012 6/19/2012 6/19/2012 6/19/2012 6/19/2012 6/19/2012		333.46CR 118.73CR 77.45CR 52.89CR 39.09CR 212.46CR	064957 064957 064957 064957 064957 064957	834.08
3622	SONJA JENSEN I-201206131093	SONJA JENSEN	R	6/19/2012		71.60CR	064958	71.60
1276	JX ENTERPRISES INC I-D-221450061 I-D-221510046 I-D-221510066 I-D-221540003 I-D-221560057 I-D-221580150 I-D-221590005 I-D-221590010 I-D-221590051	JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC	R R R R R R R R R	6/19/2012 6/19/2012 6/19/2012 6/19/2012 6/19/2012 6/19/2012 6/19/2012 6/19/2012 6/19/2012		32.96CR 3.21CR 6.25CR 15.16CR 404.06CR 93.77CR 3.63CR 4.21CR 5.07CR	064959 064959 064959 064959 064959 064959 064959 064959 064959	568.32

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0153	LAFORCE INC							
	I-701734 RI	LAFORCE INC	R	6/19/2012		207.08CR	064960	207.08
6577	LAKELAND LAWN CARE							
	I-34199	LAKELAND LAWN CARE	R	6/19/2012		875.00CR	064961	875.00
0156	LAWSON PRODUCTS INC							
	C-40035081	LAWSON PRODUCTS INC	R	6/19/2012		49.50	064962	
	I-9300799015	LAWSON PRODUCTS INC	R	6/19/2012		119.41CR	064962	
	I-9300841839	LAWSON PRODUCTS INC	R	6/19/2012		75.47CR	064962	145.38
0159	LEXIS NEXIS INC							
	I-1205266131	LEXIS NEXIS INC	R	6/19/2012		207.65CR	064963	207.65
1293	LINDEMAN'S CLEANING							
	I-127314	LINDEMAN'S CLEANING	R	6/19/2012		31.92CR	064964	31.92
0160	LIZER OF WI INC							
	I-32670A&D	LIZER OF WI INC	R	6/19/2012		446.25CR	064965	446.25
6198	MAILFINANCE							
	I-H3320748	MAILFINANCE	R	6/19/2012		89.00CR	064966	89.00
5269	MASTERFILES INC							
	I-2908061201	MASTERFILES INC	R	6/19/2012		3.85CR	064967	3.85
0169	MC MONAGLE LUMBER CO INC							
	I-40609	MC MONAGLE LUMBER CO INC	R	6/19/2012		62.00CR	064968	62.00
6467	MOD SQUADS LLC							
	I-12-1388	MOD SQUADS LLC	R	6/19/2012		1,894.85CR	064969	
	I-12-1460	MOD SQUADS LLC	R	6/19/2012		993.87CR	064969	2,888.72
3143	ELLEN MOORE							
	I-201206131094	ELLEN MOORE	R	6/19/2012		16.65CR	064970	16.65
3191	NIELSON COMMUNICATIONS INC							
	I-GB12-14494	NIELSON COMMUNICATIONS INC	R	6/19/2012		12.00CR	064971	12.00
0531	NORTHEAST AUTO PARTS INC							
	I-268411	NORTHEAST AUTO PARTS INC	R	6/19/2012		56.99CR	064972	
	I-268444	NORTHEAST AUTO PARTS INC	R	6/19/2012		66.90CR	064972	
	I-268555	NORTHEAST AUTO PARTS INC	R	6/19/2012		103.53CR	064972	
	I-268624	NORTHEAST AUTO PARTS INC	R	6/19/2012		17.94CR	064972	
	I-268747	NORTHEAST AUTO PARTS INC	R	6/19/2012		18.99CR	064972	
	I-268781	NORTHEAST AUTO PARTS INC	R	6/19/2012		29.96CR	064972	
	I-268825	NORTHEAST AUTO PARTS INC	R	6/19/2012		5.39CR	064972	299.70

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0571	NORTHERN PIPE EQUIPMENT INC							
	I-12121	NORTHERN PIPE EQUIPMENT INC	R	6/19/2012		203.82CR	064973	
	I-12125	NORTHERN PIPE EQUIPMENT INC	R	6/19/2012		94.88CR	064973	298.70
5344	PABICH, KEN							
	I-201206131095	PABICH, KEN	R	6/19/2012		235.32CR	064974	235.32
0197	PACKER CITY INTERNATIONAL INC							
	I-1-221430115	PACKER CITY INTERNATIONAL INC	R	6/19/2012		86.68CR	064975	86.68
0584	PATRICK ZELZER AND ASSOCIATES							
	I-2EL-2012002625	PATRICK ZELZER AND ASSOCIATES	R	6/19/2012		50.00CR	064976	50.00
5469	PERFORMANCE DIESEL LLC							
	I-20065	PERFORMANCE DIESEL LLC	R	6/19/2012		1,061.03CR	064977	1,061.03
0208	POMP'S TIRE SERVICE INC							
	I-1010000011	POMP'S TIRE SERVICE INC	R	6/19/2012		439.44CR	064978	439.44
0209	POOL WORKS INC							
	I-39011-1	POOL WORKS INC	R	6/19/2012		95.92CR	064979	95.92
6578	PRACTICE MNGMT INFO CORP							
	I-777347	PRACTICE MNGMT INFO CORP	R	6/19/2012		39.10CR	064980	39.10
1246	PREVEA WORKMED INC							
	I-79733	PREVEA WORKMED INC	R	6/19/2012		98.00CR	064981	98.00
0218	PROMOTIONAL DESIGNS INC							
	I-162079	PROMOTIONAL DESIGNS INC	R	6/19/2012		171.38CR	064982	171.38
0220	QUILL CORP							
	I-3328094	QUILL CORP	R	6/19/2012		193.75CR	064983	193.75
0222	RNOW INC							
	I-41911	RNOW INC	R	6/19/2012		347.57CR	064984	347.57
0241	SCHOOL HOUSE							
	I-201206131096	SCHOOL HOUSE	R	6/19/2012		43.92CR	064985	43.92
5221	SHELD AHL, KEVIN R							
	I-152212	SHELD AHL, KEVIN R	R	6/19/2012		250.00CR	064986	250.00

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2953	SHERWIN INDUSTRIES INC							
	I-SS045971	SHERWIN INDUSTRIES INC	R	6/19/2012		129.00CR	064987	129.00
3234	SHERWIN WILLIAMS							
	I-1880-6	SHERWIN WILLIAMS	R	6/19/2012		133.88CR	064988	133.88
0831	SOCIETY FOR HUMAN RESOURCE MANEGT							
	I-9004730863	SOCIETY FOR HUMAN RESOURCE MAN	R	6/19/2012		180.00CR	064989	180.00
0252	SOUTHSIDE TIRE CO INC							
	I-3015093	SOUTHSIDE TIRE CO INC	R	6/19/2012		240.80CR	064990	
	I-3015878	SOUTHSIDE TIRE CO INC	R	6/19/2012		529.71CR	064990	
	I-3016107	SOUTHSIDE TIRE CO INC	R	6/19/2012		111.50CR	064990	882.01
4259	SPRING GREEN							
	I-201206131097	SPRING GREEN	R	6/19/2012		353.50CR	064991	353.50
4094	STATE BAR OF WISCONSIN							
	I-201206131098	STATE BAR OF WISCONSIN	R	6/19/2012		80.10CR	064992	80.10
0255	STELLPLUG LAW SC							
	I-406-01M (193)	STELLPLUG LAW SC	R	6/19/2012		1,548.00CR	064993	1,548.00
0771	T G W INC OF WISCONSIN							
	I-23442	T G W INC OF WISCONSIN	R	6/19/2012		606.30CR	064994	
	I-23443	T G W INC OF WISCONSIN	R	6/19/2012		72.75CR	064994	
	I-23458	T G W INC OF WISCONSIN	R	6/19/2012		829.00CR	064994	
	I-23479	T G W INC OF WISCONSIN	R	6/19/2012		41.40CR	064994	
	I-24585	T G W INC OF WISCONSIN	R	6/19/2012		442.55CR	064994	1,992.00
5701	TOTER INCORPORATED							
	I-KB 296155	TOTER INCORPORATED	R	6/19/2012		1,142.80CR	064995	1,142.80
0267	TRAFFIC & PARKING CONTROL INC							
	I-1395718	TRAFFIC & PARKING CONTROL INC	R	6/19/2012		127.22CR	064996	127.22
0268	TRUCK EQUIPMENT INC							
	I-6179	TRUCK EQUIPMENT INC	R	6/19/2012		546.48CR	064997	546.48
0272	UNIFORM SHOPPE INC							
	I-209958	UNIFORM SHOPPE INC	R	6/19/2012		75.00CR	064998	
	I-209963	UNIFORM SHOPPE INC	R	6/19/2012		29.95CR	064998	
	I-209964	UNIFORM SHOPPE INC	R	6/19/2012		29.95CR	064998	
	I-209965	UNIFORM SHOPPE INC	R	6/19/2012		29.95CR	064998	
	I-209967	UNIFORM SHOPPE INC	R	6/19/2012		29.95CR	064998	
	I-209968	UNIFORM SHOPPE INC	R	6/19/2012		24.95CR	064998	
	I-209969	UNIFORM SHOPPE INC	R	6/19/2012		29.95CR	064998	
	I-209974	UNIFORM SHOPPE INC	R	6/19/2012		89.85CR	064998	
	I-209975	UNIFORM SHOPPE INC	R	6/19/2012		54.90CR	064998	
	I-209976	UNIFORM SHOPPE INC	R	6/19/2012		29.95CR	064998	
	I-209977	UNIFORM SHOPPE INC	R	6/19/2012		29.95CR	064998	
	I-209978	UNIFORM SHOPPE INC	R	6/19/2012		29.95CR	064998	

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	I-209979	UNIFORM SHOPPE INC	R	6/19/2012		29.95CR	064998	
	I-209980	UNIFORM SHOPPE INC	R	6/19/2012		29.95CR	064998	
	I-209981	UNIFORM SHOPPE INC	R	6/19/2012		24.95CR	064998	
	I-209982	UNIFORM SHOPPE INC	R	6/19/2012		24.95CR	064998	
	I-209984	UNIFORM SHOPPE INC	R	6/19/2012		24.95CR	064998	
	I-210053	UNIFORM SHOPPE INC	R	6/19/2012		91.80CR	064998	
	I-210182	UNIFORM SHOPPE INC	R	6/19/2012		9.95CR	064998	
	I-210185	UNIFORM SHOPPE INC	R	6/19/2012		67.80CR	064998	788.60
VOID	VOID CHECK		V	6/19/2012			064999	**VOID**
1911	UNITED PARCEL SERVICE INC							
	I-70R6Y6212	UNITED PARCEL SERVICE INC	R	6/19/2012		38.03CR	065000	38.03
1596	UNITED SIGN CORP							
	I-31308	UNITED SIGN CORP	R	6/19/2012		179.85CR	065001	179.85
0620	VALLEY RADIATOR INC							
	I-25139	VALLEY RADIATOR INC	R	6/19/2012		150.00CR	065002	150.00
6579	VANVONDEREN CYCLE SUPPLY							
	I-265	VANVONDEREN CYCLE SUPPLY	R	6/19/2012		256.90CR	065003	256.90
3724	VISU-SEWER CLEAN & SEAL INC							
	I-11-03A (2) FINAL	VISU-SEWER CLEAN & SEAL INC	R	6/19/2012		4,273.32CR	065004	4,273.32
1031	WAAO							
	I-201206131100	WAAO	R	6/19/2012		50.00CR	065005	50.00
5570	WALHDAB							
	I-201206131099	WALHDAB	R	6/19/2012		330.00CR	065006	330.00
0426	WERNER ELECTRIC							
	I-53579298.001	WERNER ELECTRIC	R	6/19/2012		23.63CR	065007	23.63
0282	WESCO DISTRIBUTION INC							
	I-861035	WESCO DISTRIBUTION INC	R	6/19/2012		5.59CR	065008	5.59
0291	WI DEPT OF JUSTICE TIME MADISON							
	I-201206131101	WI DEPT OF JUSTICE TIME MADISON	R	6/19/2012		49.00CR	065009	49.00
0975	WI DEPT OF NATURAL RESOURCES							
	I-201206131102	WI DEPT OF NATURAL RESOURCES	R	6/19/2012		539.00CR	065010	539.00

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6418	WI DEPT OF NATURAL RESOURCES							
	I-WU26437	WI DEPT OF NATURAL RESOURCES	R	6/19/2012		125.00CR	065011	
	I-WU27055	WI DEPT OF NATURAL RESOURCES	R	6/19/2012		125.00CR	065011	250.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	99	0.00	83,116.75	83,116.75
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	100	0.00	83,116.75	83,116.75

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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PACKET: 03650 JUN 2012 COUNCIL - 2 6-19-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	6/2012	53,919.60CR
201	6/2012	272.92CR
208	6/2012	88.42CR
210	6/2012	6,000.00CR
235	6/2012	179.85CR
405	6/2012	4,367.99CR
415	6/2012	2,788.96CR
460	6/2012	135.00CR
601	6/2012	13,077.91CR
650	6/2012	2,286.10CR
ALL		83,116.75CR

CITY OF DE PERE - June 19, 2012

Operator Licenses for the 2012-2014 Licensing Period

Item	NAME	ADDRESS	CITY	ST	ZIP
1	ACKER, TERESE A.	1220 S. 6TH ST.	DE PERE	WI	54115
2	BAKRAN-DEMENY, TRICIA L.	1781 SURREY TRAIL	GREEN BAY	WI	54313
3	BASTEN, STEPHANIE L.	563 SOMERSET DR.	GREEN BAY	WI	54301
4	BERKEN, BEVERLY J.	2416 SKYLINE OAKS DR.	DE PERE	WI	54115
5	BILOTTI, MARIO F.	1104 CHICAGO ST.	DE PERE	WI	54115
6	BINSFELD, CRYSTAL L.	1912 QUINDALEE RD.	DE PERE	WI	54115
7	BORLEY, COURTNEY L.	E465 BORLEY LN.	LUXEMBURG	WI	54217
8	BROWN, JERMAH D.	1111 VELD AVE., #7	GREEN BAY	WI	54303
9	CARSON, NICOLE M.	1127 WESTERN AVE.	GREEN BAY	WI	54303
10	CONARD, WADE M.	2769 HUMBOLDT RD.	GREEN BAY	WI	54311
11	CONRAD, EMILY L.	209 FORT HOWARD AVE., APT. 10	DE PERE	WI	54115
12	COUNARD, LISA G.	712 LARK ST.	GREEN BAY	WI	54303
13	COX, CASEY J.	420 COLLEGE AVE., #3	DE PERE	WI	54115
14	CREVIER, CARLENE C.	693 ST. JOSEPH ST.	DE PERE	WI	54115
15	DAHLKE, JASON C.	716 KILLARNY TR.	DE PERE	WI	54115
16	DE CLEENE, SOMER E.	1246 E. MASON ST., APT. 3	GREEN BAY	WI	54301
17	DE HART, PENNY L.	1128 SCHEURING RD.	DE PERE	WI	54115
18	DE HART, SAMANTHA R.	1128 SCHEURING RD.	DE PERE	WI	54115
19	DENOR, MEAGAN K.	604 S. CTY RD. J.	REEDSVILLE	WI	54230
20	DEPETRO, MICHELLE F.	1140 MORAIN WAY, #29	GREEN BAY	WI	54303
21	DIRKS, JENNIFER M.	1013 CORAL ST., APT. 3	DE PERE	WI	54115
22	DOHRWARDT, AMANDA M.	1211 SHAWANO AVE., UPPER	GREEN BAY	WI	54303
23	DOMBROSKI, LORI J.	1159 DREWS DR.	DE PERE	WI	54115
24	DOMBROSKI, SARAH J.	1268 S. ATUM CT.	DE PERE	WI	54115
25	DUBOIS, RYAN S.	6056 BLAKE RD.	GREENLEAF	WI	54126
26	ELWELL, ALEXANDRA G.	17926 HEROLD RD.	DENMARK	WI	54208
27	ENGBRETSON, NICOLE M.	5245 N. LONG AVE.	CHICAGO	IL	60630
28	ERICKSON, JANICE M.	1445 MAYFAIR	DE PERE	WI	54115
29	FRANK, ARIK M.	1310 SCHEURING RD.	DE PERE	WI	54115
30	GREEN, DABNEY K.	2037 GREEN ACRES CT.	DE PERE	WI	54115
31	GROW, CAITLIN C.	11011 KNICKERBOCKER RD.	HARVARD	IL	60033
32	HAINES, DONNA R.	1127 WESTERN AVE.	GREEN BAY	WI	54303
33	HARRELL, STEVEN T.	502 N. 10TH ST., APT. 81	DE PERE	WI	54115
34	HELD, ROBERT	2022 MORNING DEW LN.	DE PERE	WI	54115
35	HERMANS, NICOLE .	2736 ONTARIO RD.	GREEN BAY	WI	54311
36	HESSEL, CAROL K.	2264 NINTH ST.	GREEN BAY	WI	54304
37	HILL, WILLIAM J. JR.	1310 1/2 S. OAKLAND AVE.	GREEN BAY	WI	54304
38	HJORT, JEREMY J.	308 CUSTER CT.	GREEN BAY	WI	54301
39	HOFFMAAN, LAUREN L.	2089 E. BARABOO CR.	DE PERE	WI	54115
40	HUEBNER, NORA G.	3415 HILLTOP WAY, APT. 48	GREEN BAY	WI	54301
41	HUIBREGTSE, AMANDA L.	N1909 HUIBREGTSE RD.	OOSTBURG	WI	53070
42	KIEDOWSKI, PATARICK R.	T919 CROSSCREEK CR.	DE PERE	WI	54115
43	KIELBICKI, JOSHUA A.	805 WILLILAM CHARLES CT., #D	GREEN BAY	WI	54304
44	KILEY, ASHLEY A.	2115 DICKIN RD., APT. 7	DE PERE	WI	54115

Item	NAME	ADDRESS	CITY	ST	ZIP
45	KISPERT, MATTHEW M.	621 LEWIS ST.	DE PERE	WI	54115
46	KNAPP, KATIE M.	1581 CYPRESS RD., #3	DE PERE	WI	54115
47	KOCKEN, TAMMY L.	3631 LOST LN.	DE PERE	WI	54115
48	KRAFT, RYAN J.	320 HILLTOP DR.	GREEN BAY	WI	54301
49	KRAFT, TIFFANY I.	320 HILLTOP DR.	GREEN BAY	WI	54301
50	LOWIS, SHARIE L.	1236 GRIGNON ST.	GREEN BAY	WI	54301
51	LUEDTKE, RONALD R.	1484 BARBARA LN.	DE PERE	WI	54115
52	LUPANOVA, ROSITSA G.	1260 PERSHING RD.	DE PERE	WI	54115
53	MATTHEWS, ROBERT J.	2546 HAZELWOOD LN.	GREEN BAY	WI	54304
54	MINTEN, MATTHEW J.	884 S. NINTH ST.	DE PERE	WI	54115
55	MOOREN, KAREN P.	1156 SCHEURING RD.	DE PERE	WI	54115
56	MOYER, CAROL A.	722 GRIGNON ST.	KAUKAUNA	WI	54130
57	MUMBRUE, TROY N.J.	8140 HIDDEN VALLEY RD.	MARIBEL	WI	54227
58	NELSON, AMALIA L.	905 E. GRANT ST.	APPLETON	WI	54911
59	OLSON, ANGELA M.	826 ASH ST.	DE PERE	WI	54115
60	OLSON, JILL A.	561 WEST BRIAR LN.	GREEN BAY	WI	54301
61	ORIE, JULES S.	837 MEMORY AVE.	GREEN BAY	WI	54301
62	PARKER, DAVID J.	1978 SCHANOCK DR., #13	GREEN BAY	WI	54303
63	PARKS, ANNA E.	2158 SWANSTONE CR.	DE PERE	WI	54115
64	PHILLIPS, DUSTIN A.	1145 C. BROSIG ST.	GREEN BAY	WI	54311
65	PHILLIPS, SHEILA R.	508 S. JACKSON ST.	GREEN BAY	WI	54301
66	PLATTEN, MONICA M.	344 COLUMBIA AVE.	GREEN BAY	WI	54303
67	ROZNICK, LOUISE M.	100 W. WALNUT ST., #103	GREEN BAY	WI	54303
68	SCHINKE, JESSICA L.	825 FRIBOURG ST.	DE PERE	WI	54115
69	SCHNEBBE, AMANDA M.	120 N. MICHIGAN ST., #6	DE PERE	WI	54115
70	SHIELDS, PATTI E.	2651 WOODALE AVE.	HOWARD	WI	54313
71	SHIER, CHRISTOPHER D.	1787 GRANT ST., APT. 4	DE PERE	WI	54115
72	STORZER, EILEEN N.	911 SMITH ST.	GREEN BAY	WI	54302
73	VANDEN AVOND, KEITH P.	228 CRESTVIEW LN.	DE PERE	WI	54115
74	VANDEN BRANDEN, KALLY M.	1808 WILLIAMS GRANT DR.	DE PERE	WI	54115
75	VAN HORN, LAURA	137 LONGVIEW AVE.	GREEN BAY	WI	54301
76	VAN RYZIN, LAURA L.	402 FOURTH ST.	DE PERE	WI	54115
77	WATERMOLEN, SHERI L.	3646 E. RIVER DR.	GREEN BAY	WI	54301
78	WHITE, JOHN J.	675 SUNSET CR.	GREEN BAY	WI	54301
79	WICKHAM, BARBARA G.	120 S. WINNEBAGO CT.	DE PERE	WI	54115
80	WILLEMS, KIMBERLY J.	128 1/2 N. 6TH ST.	DE PERE	WI	54115
81	WOLFE, AMY L.	826 E. BRIAR LN.	GREEN BAY	WI	54301
82	YOST, MEGAN R.	205 N. 3RD ST.	LENA	WI	54139