COMMON COUNCIL MEETING NOTICE

Pursuant to Wisconsin Statutes §§19.84, notice is hereby given to the public and news media that a regular meeting of the Common Council of the City of De Pere will be held on May 15, 2012 at 7:30 p.m. in the City Hall Council Chambers, Second Floor of De Pere City Hall, 335 South Broadway, De Pere, WI 54115.

This meeting can be viewed LIVE on Time Warner Cable Channel 4 and Channel 99 AT&T U-verse. This meeting is also rebroadcast on Time Warner Cable Channel 4 and Channel 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 1, 2012 regular meeting of the Common Council.
4. Public Hearing on a street vacation for a part of Glenwood Avenue is scheduled for 7:35 p.m. or soon thereafter.
   A. Notice of Public Hearing.
   B. Recommendation from the Plan Commission.
   C. After the hearing is held, Resolution #12-27, Regarding The Vacation Of A Portion Of Public Thoroughfare (Glenwood Avenue) is presented for consideration.
   D. CSM dedication right-of-way.
5. Public comment upon matters not on agenda or other announcements.
6. Ordinance #12-08, Rezoning Certain Property (Parcel WD-L183-5) is presented for consideration (previously tabled).
7. Recommendation from the Finance/Personnel Committee to approve:
   A. $500 donation from De Pere Christian Outreach to be used for Police Department K-9 Unit.
   B. $500 donation from Margueritte Gardner to the Police Department for gasoline expenses for the honor guard to attend ceremonies in Washington, D.C.
   C. Purchase one electro-mechanical outdoor emergency notification siren from American Signal Corporation.
   D. Purchase of Advance Airway Management Trainer utilizing Act 102 funds.
   E. Installation of water utilities and fountain at the Dog Park.
F. 2012-2013 Insurance Liability Policy Renewals

8. Recommendation from the Board of Public Works to award Project:
   A. 12-05 Sidewalk, Curb and Concrete Pavement Repair to Sam Sommers Concrete Construction, Inc.
   B. 12-03 Pipe Lining – CIPP to Insituform Technologies USA, Inc.

9. Recommendation from the License Committee:
   A. Application for a Premise Description Change for Skylark Enterprizes, LLC.
   C. Application for a Class “B” Beer & “Class B” Liquor License for Harp and Eagle, LTD for Chateau De Pere.


11. Resolution #12-50, Authorizing Creation of TID #10 And Related Activities.

12. Resolution #12-51, Authorizing Agreement For Consultant Services With Springsted Incorporated (TID #10 Creation And Project Plan).

13. Resolution #12-52, Authorizing Sidewalk Cafe Permit For Skylark Enterprizes, LLC.


15. Resolution #12-54, Accepting Highway Easement From The Premonstratensian Fathers (Parcel ED-1128-2-1).


17. Resolution #12-56, Authorizing Agreement With New Cell, Inc.

18. Resolution #12-57, Expressing The City Of De Pere’s Support For Locating The Medical College Of Wisconsin In The Green Bay Area.

20. Voucher approval.


22. Future agenda items.

23. Consideration of appeal of denial of variance on number of dogs allowed.
   
   A. Hearing on appeal
   
   B. Deliberation of appeal
   
   Please take notice that, pursuant to Wis. Stats. §19.85(1)(a), the council may convene in closed session for purposes of deliberating concerning a case which was the subject of any judicial or quasi judicial trial or hearing before the council etc.
   
   The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.


   PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(g), the Council may convene in closed session for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.
   
   The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

25. Adjournment

   Lawrence M. Delo
   City Administrator

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer’s office at 339-4050 by Noon, May 14, 2012 so that arrangements can be made.
John R. Borski, 2474 Garden Heights Court, Green Bay, WI 54311
Renee R. Bos, 1314 Scheuring Road #3, De Pere, WI 54115
Tina G. Bos, 806 William Charles Court, Apt C, Green Bay, WI 54304
Laura F. Brady, 2222 Nicolet Drive #4, Green Bay, WI 54311
Suzanne R. Brooks, 1509 Briquelet Street, Green Bay, WI 54304
Linda L. Danfield, 430C Nancy Lane #245, Pulaski, WI 54162
Lorna K. Denuszak, 1408 2nd Street B, Kaukauna, WI 54130
Laura E. Egelissson, 2970 Mossy oak Circle #95, Green Bay, WI 54311
Julie J. Engels, 2635 Van View, Green Bay, WI 54311
Debra J. Finendale, 3174 Carnoustie Way, New Franken, WI 54229
Scott L. Fortney, 7155 Gloucester Drive, Green Bay, WI 54304
Elyse C. Gingrich, 1404 Ridgecrest Trail, Ashwaubenon, WI 54313
Amanda K. Johnson, 816 Voelker Street, De Pere, WI 54115
Philip C. Karas, 3108 Sunray Lane, Green Bay, WI 54113
Bruce T. Kettner, 1754 C’Hearn Lane, De Pere, WI 54115
Debra M. Kielbicki, 537 Morris Avenue, Green Bay, WI 54304
Beth A. Kleiber, 327 Lee Street, Denmark, WI 54208
Tracey A. Kleinschmidt, 4778 Overland Road, Oneida, WI 54155
Dennis J. Koltz, 905 George Street, De Pere, WI 54115
Theodore M. Kurowski-Belleau, W1472 Tall Feather Way, Seymour, WI 54165
Thomas G. LaBumbard, 335 La Verne Drive, Green Bay, WI 54311
Bonnie A. Lasce, 1535 N. Ashland Avenue, De Pere, WI 54115
Anthony W. Lison, 1247 Lawe Street, Green Bay, WI 54301
Benjamin T. Livingood, 2685 Humboldt Road, Green Bay, WI 54311
Zeta M. Martinez, 817 Marshall Avenue, Green Bay, WI 54303
Brenda J. Matz, 3415 Hilltop Way, Green Bay, WI 54301
Jacob J. Miller, 911 Third Street, De Pere, WI 54115
Lisa M. Mleziva, 2941 Thunderbyrd Trail, Green Bay, WI 54313
Tracie A. Mueller, N9275 County Road Y, Seymour, WI 54165
Ashley M. Mullen, 764 Fernando Drive, De Pere, WI 54115
Judith A. Myers, 1334 Waube Lane, Green Bay, WI 54304
Ann M. Oleyniczak, 108 N. Winnebago Street, De Pere, WI 54115
Mary Kay Orsted, 1215 Dousman, Green Bay, WI 54303
Kathryn L. Ott, 508 N. Ontario Street, De Pere, WI 54115
Amanda L. Otten, 1952 Terry Lane, De Pere, WI 54115
Tammie A. Patske, 1305 Hillcrest Drive, Kaukauna, WI 54130
Hollie A. Pedersen, 1114 Aldrin Street, De Pere, WI 54115
Brady D. Piper, W368 County Road E, Oconto Falls, WI 54154
Dori L. Porior, 732 Park Street, De Pere, WI 54115
Desiree J. Putt, 1973 Sceuring Road, De Pere, WI 54115
James R. Rasmussen, 1208 Wirtz Avenue, Green Bay, WI 54304
Amy J. Schmit, N4233 Birch Trail, Freedom, WI 54130
Robert C. Sergony, 214C S. Pine Tree Road, De Pere, WI 54115
Amanda M. Smits, 1114 N. Hawthorne Drive, Appleton, WI 54915
Bruce R. Soquet, 2044 Muirfield Way, New Franken, WI 54229
Mary Jo Stephani, 1151 S. Oneida Street, Green Bay, WI 54304
Crystal M. Torres, 1947 Minten Way, De Pere, WI 54115
Jeremy M. Uecker, 421 Turner Street, Wrightstown, WI 54180
Jamie M. Van De Hei, 1501 Sand Acres Drive, De Pere, WI 54115
Kenneth J. VandeKreek, 1118 Schauer Lane, Green Bay, WI 54304
Jeremy A. Vetter, 3602 N. Marcos Lane, Appleton, WI 54911
Susan R. Waelchli, 793 Brookwood Circle, Oneida, WI 54155
Wayne A. Wood, 2283 Lawrence Drive, De Pere, WI 54115

KENNETH L. ARK
ANDREA THORPE
LEAHNE E. NENT
LOLA M. KARAS
EDWARD & MARY KUMETH
DRAFT

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

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

Mayor Walsh called the meeting to order at 7:32 p.m. Roll call was taken and the following members were present: Alderpersons Kevin Bauer, James Boyd, Scott Crevier, Michael Donovan, Jim Kneiszel, Larry Lueck, Dan Robinson & Kathy VanVonderen. The Council said the Pledge of Allegiance to the Flag.

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

PUBLIC HEARING

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

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

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

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

PUBLIC HEARING

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

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

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

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

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

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

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

Al Lewison, 1758 Bridgeport Ln, De Pere, WI
Stan Kroll, 2218 Samantha St., De Pere, WI
Paula Bavinck, 2171 Lawrence Dr., De Pere, WI
Robert Terhar, 1849 Lemon Ln., De Pere, WI
Mike Kleuskens, 1580 Red Maple Rd., De Pere, WI
DRAFT
Jim Vandenboogard, 1594 Red Maple Rd., De Pere, WI
Steve Wilkins, 2137 Lawrence Dr., De Pere, WI (second speaking)

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

5C. Ordinance #12-08, Rezoning Certain Property (Parcel WD-L183-5) was presented for consideration. Alderperson Boyd moved, seconded by Alderperson Lueck to table the rezoning request. Motion passed unanimously.

6. Public Comment or other Announcements. There were none.

RECOMMENDATIONS FROM THE LICENSE COMMITTEE
7A. Alderperson Bauer moved, seconded by Alderperson Boyd to approve the application for a Class “B” Beer Fermented Malt Beverage License for Wally Dogs, 310 Main Avenue. Upon discussion and vote, motion carried unanimously.

7B. Alderperson Bauer moved, seconded by Alderperson Kneiszle to approve the application for a Temporary Premise Description Change for St. Norbert College. Upon vote, motion carried with 6 ayes and 2 abstentions. Alderpersons Robinson and Crevier abstained; all others voted aye.

RECOMMENDATIONS FROM THE BOARD OF PARK COMMISSIONERS
8A. This item was corrected to “Donation from Linderman’s Cleaning”. Alderperson Lueck moved, seconded by Alderperson Robinson, to approve the donation from Lindeman’s Cleaning. Upon vote, motion carried unanimously.

8B. Alderperson Boyd moved, seconded by Alderperson Lueck to approve the grant of $800 from United States Tennis Association to fund youth tennis. Upon vote, motion carried unanimously.

8C. Alderperson Crevier moved, seconded by Alderperson Lueck to approve the donation of cell phones from Cellcom to use during Summer Camp Program. Upon vote, motion carried unanimously.

RECOMMENDATION FROM THE PLAN COMMISSION
9A. Alderperson Boyd moved, seconded by Alderperson Lueck, to approve the Extraterritorial CSM for a 3 lot CSM located in the Town of Ledgeview, Parcel D-401. Upon vote, motion carried.

10. Ordinance 12-09, Creating §8-23, De Pere Municipal Code Relating to Social Host Alcohol Restrictions (second reading) was presented. Alderperson Donovan moved, seconded by Alderperson Boyd to enact the ordinance. Upon discussion and vote, motion carried unanimously.

11. Resolution 12-44, Authorizing Agreement For Consultant Services With Springsted Incorporated (TID #9 Creation And Project Plan) was presented. Alderperson Donovan moved, seconded by Alderperson Boyd to approve the resolution. Upon discussion and roll call vote, motion carried unanimously.

12. Resolution 12-45, Authorizing Tower Lease Agreements With T-Mobile Central LLC (Merrill and 9th Street Towers) was presented. Alderperson Robinson moved, seconded by Alderperson Bauer to approve the resolution. Upon vote, motion carried unanimously.

13. Resolution 12-46, Authorizing Control of Access Along Local Street Resolutions (Old Plank Road, Old Janssen Trail, Rockland Road) was presented. Alderperson Boyd moved, seconded by Alderperson Lueck, to approve the resolution. Upon discussion and vote, motion carried unanimously.

14. Resolution 12-47, Authorizing Agreement For Consulting Services With Cedar Corporation (Parks and Recreation ADA Accessibility Audit) was presented. Alderperson Crevier moved, seconded by Alderperson Lueck to approve the resolution. Upon roll call vote, motion carried unanimously.

15. Resolution 12-48, Cancelling 2011 Taxes on City Owned Parcel ED-F0081-2-1 was presented. Alderperson Donovan moved, seconded by Alderperson Crevier to approve the resolution. Upon discussion and vote, motion carried unanimously.
16. Resolution 12-49, Imposing A Moratorium On Issuance Of Sign Permits For Erecting, Constructing, Enlarging Or Structurally Modifying Permanent Off-Premise Signs was presented. Aldersonperson Lueck moved, seconded by Aldersonperson Boyd to approve the resolution. Upon vote, motion carried unanimously.

17. Larry Delo, City Administratator reported on activities of the City Sustainability Team. Discussion followed with a request by the council for a cost comparison of manual compiling (paper) of the City of De Pere Common Council packets versus the cost of purchasing computer notebooks for council members viewing of Common Council packets to be presented in upcoming budget discussions.

18. Vouchers were presented. Aldersonperson Lueck moved, seconded by Aldersonperson Boyd to approve the vouchers. Upon vote, motion carried unanimously.

19. Applications for Operator’s Licenses were presented:

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<tr>
<th>ITEM#</th>
<th>NAME</th>
<th>ADDRESS</th>
<th>CITY</th>
<th>ST</th>
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<tr>
<td>1</td>
<td>JEN SWOLD, MELINDA E.</td>
<td>822 CATHARINE STREET</td>
<td>GREEN BAY</td>
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<td>2</td>
<td>NELSON, CALVIN M.</td>
<td>110 WOODVIEW LANE</td>
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<td>SANDERS, STEPHEN A.</td>
<td>2745 WOODRUFF COURT</td>
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Previously Tabled Operator License for the 2010-2012 Licensing Period

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<td>1</td>
<td>ADAMS, STEVEN F.</td>
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<td>BIES, DRAKE E.</td>
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<td>BURHITE, MICHELLE A.</td>
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<td>CORRIGAN, SHELLEY A.</td>
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<td>JENSEN, WILLIAM E.</td>
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<td>MEYER, PAULA K.</td>
<td>1411 MISSION HEIGHTS RD.</td>
<td>DE PERE</td>
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<td>PARTRIDA DE LA ROSA, MARIO A.</td>
<td>2968 YELLOW JASMIN</td>
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<td>9</td>
<td>PERRIGOE, JENNY L.</td>
<td>2850 VIKING DRIVE, #30</td>
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<td>STEPHENSON, KATHRYN J.</td>
<td>709 VIRGINIA DRIVE</td>
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<td>VANDERBLOOM, BRYAN M.</td>
<td>1334 SAND ACRES DRIVE</td>
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Temporary Operator License for the 2010-2012 Licensing Period

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<td>903 N. BROADWAY STREET</td>
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<td>DENOBLE, HEATHER M.</td>
<td>774 W. ADAM DRIVE</td>
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<td>PISTANO, HAYDEN A.</td>
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<td>FELTHEIM, ANDREW L.</td>
<td>540 MASTERS LANE</td>
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<td>FREA, ALLEN W.</td>
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<td>GAJESKI, DENISE A.</td>
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<td>GOETZ, ROXANNE J.</td>
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<td>GRIEBBIE, CHAD F.</td>
<td>889 KELLOGG STREET</td>
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<td>GOLDSCHMIDT, CASSANDRA M.</td>
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<td>FOLEY, MICHAEL A.</td>
<td>220 FORT HOWARD AVENUE</td>
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<td>23</td>
<td>SCOTT, MONICA A.</td>
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<td>463 LORRAINE LANE</td>
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<td>VANVEGHEL, CYNTHIA L.</td>
<td>405 N. GOOD HOPE ROAD</td>
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<td>WYMAN, JESSE M.</td>
<td>1108 PATRICK HENRY AVE.</td>
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<td>27</td>
<td>ZEITLER-MUNIZ, JUDITH E.</td>
<td>3946 VANDERWEGEN</td>
<td>DE PERE</td>
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</tbody>
</table>

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

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

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

20. Future agenda items. None


19. Upon motion by Alderperson Crevier, seconded by Alderperson Lueck, the Common Council adjourned at 10:08 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Vicki L. Scay
Deputy Clerk
RESOLUTION #12-27

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

Commencing at Brown County ID Point 30N17.2;

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

thence S25°55'35"W, 679.61 feet to the intersection of the southerly right of way of Nicolet Avenue and the easterly right of way of Glenwood Avenue, the POINT OF BEGINNING;

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

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

thence 83.41 feet along the arc of a 185.00 foot radius curve to the right, having a long chord which bears S21°50'21"W, 82.71 feet along said westerly right of way;
thence 169.12 feet along the arc of a 615.00 foot radius curve to the left, having a long
chord which bears S31°26'51"W, 168.59 feet along said westerly right of way to the
northerly right of way of Ridgeway Boulevard;

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

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

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

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

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

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

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

Section 3. The City Clerk-Treasurer is hereby authorized and directed to file and record
this resolution, with the map attached, in the Office of the Register of Deeds for Brown County
and to amend the Official Map of the City in conformity with this resolution.
Introduced to the Common Council of the City of De Pere at its regular meeting held on the 4th day of April, 2012.

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

APPROVED:

_________________________________________________________________________
Michael J. Walsh, Mayor

ATTEST:

_________________________________________________________________________
Vicki L. Scray, Deputy Clerk

Ayes:_____
Nays:_____

THIS PORTION OF GLENWOOD AVENUE TO BE VACATED 9,164 SQUARE FEET

RIDGECWAY BOULEVARD 30.03'

VACATION SKETCH
S64°06'23"E 4160.96'
2217.39'

Brown County ID
Point #30N17.2
1943.57
S22°53'35"W
575.51

Brown County ID
Point #30P16.1

NICOLET AVENUE

GLENWOOD AVENUE

POINT OF BEGINNING

RIDGEWAY BOULEVARD 30.03'

SCALE: 1" = 40'

CURVE TABLE

Curve #  Delta  Radius  Length  Chord Chord Tangent  Second Tangent

C1  24°41'39"  85.00'  36.85'  S01°53'18"E  36.35'  S14°40'37"E  S10°27'31"W
C2  25°49'57"  185.00'  83.41'  S31°50'21"W  82.71'  S08°55'23"W  S34°45'20"W
C3  15°43'23"  615.00'  169.12'  S31°26'51"W  169.58'  S39°19'33"W  S23°34'10"W
C4  15°59'41"  585.00'  163.31'  N31°26'23"E  162.78'  N23°26'33"E  N39°26'13"E
C5  26°03'52"  215.00'  97.81'  N22°03'30"E  96.96'  N35°05'26"E  N09°01'34"E
C6  30°11'34"  115.00'  60.60'  N04°50'44"W  59.50'  N10°12'03"E  N19°56'32"W

ENGINEERS, SURVEYING, ENVIRONMENTAL SERVICES
4954 GOLDEN POND PARK COURT
HOGBURT, WI 54115
PHONE: 715-662-8641
FAX: 715-662-8641
WWW.ROBERTFLLEE.COM

Exhibit A
CERTIFIED SURVEY MAP
PART OF LOTS 4, 5, 25, 36 AND 37 OF URBANDALE PARK 2ND ADDITION, PART OF VACATED GLENWOOD AVENUE AND PART OF VACATED CRESCENT PLACE, ALL BEING PART OF PRIVATE CLAIMS 29 AND 30, EAST SIDE OF FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

Total area "Dedicated to the Public"
11,857 Square Feet
0.272 Acres

See sheet 2 of 7 for curve data

Line Table

<table>
<thead>
<tr>
<th>Line #</th>
<th>Length</th>
<th>Direction</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>31.57&quot;</td>
<td>S54°31'50&quot;W</td>
</tr>
<tr>
<td>L2</td>
<td>14.95&quot;</td>
<td>N49°08'20&quot;W</td>
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<td>L3</td>
<td>13.10&quot;</td>
<td>S72°37'39&quot;W</td>
</tr>
<tr>
<td>L4</td>
<td>12.84&quot;</td>
<td>N17°08'43&quot;W</td>
</tr>
<tr>
<td>L5</td>
<td>14.11&quot;</td>
<td>N31°25'16&quot;E</td>
</tr>
</tbody>
</table>

Scale: 1" = 50'

Bearings are referenced to the Brown County Coordinate System. The line connecting Brown County ID Points 30N17.2 and 30P18.1 rears S64°06'25"E.

LEGEND
P.O.B. Point of Beginning

- Set 1" x 18" iron pipe with cap weighing 1.38 lbs./lin. ft.
- Set PK nail w/ washer
- Brown County ID Point

ROBERT F. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
4664 GOLDEN POND PARK COURT
HOBART, WI 54115
PHONE: 920-622-0841
INTERNET: WWW.ROBERTLEE.COM

Exhibit B
SURVEYOR’S CERTIFICATE:
I, JAMES R. WESTERMAN Registered Land Surveyor, do hereby certify that by the order and under the direction of the City of De Pere, I have surveyed, dedicated and mapped a parcel of land being part Lot 4, 5, 35, 36, and 37 of Urbandale Park 2nd Addition, part of vacated Glenwood Avenue and part of vacated Crescent Place, all being part of Private Claim’s 29 and 30, East Side of Fox River, City of De Pere, Brown County, Wisconsin described as follows:

Commencing at Brown County ID Point 30N17.2; thence S64°06'25"E, 1943.57 feet along a line connecting Brown County ID Point 30N17.2 and Brown County ID Point 30°18'; thence S25°53'35"W, 779.61 feet to the intersection of the southerly right of way of Nicolet Avenue and the easerly right of way of vacated Glenwood Avenue, the POINT OF BEGINNING; thence S54°31'50"W, 31.57 feet along the southerly right of way of Glenwood Avenue; thence N49°08'20"W, 14.95 feet along said southerly right of way; thence 26.20 feet along the arc of a 95.20 foot radius curve to the right, having a long chord which bears S07°26'37"E, 26.18 feet; thence 90.03 feet along the arc of a 172.50 foot radius curve to the right, having a long chord which bears S15°28'28.5"W, 89.03 feet; thence S30°25'48"W, 157.53 feet; thence 12.89 feet along the arc of a 619.50 foot radius curve to the left, having a long chord which bears S29°50'02.5"W, 12.89 feet; thence S73°37'39"W, 10.10 feet to the northerly right of way of Ridgeway Boulevard; thence N53°57'20"E, 55.34 feet along said northerly right of way; thence N1°08'43"W, 12.04 feet; thence 7.47 feet along the arc of a 580.50 foot radius curve to the right, having a long chord which bears N30°03'40.5"E, 7.47 feet; thence N30°25'48"W, 157.53 feet; thence 110.41 feet along the arc of a 211.50 foot radius curve to the left, having a long chord which bears N1°51'28'38.5"E, 100.16 feet; thence 23.19 feet along the arc of a 135.50 foot radius curve to the left, having a long chord which bears N04°22'59"W, 23.16 feet; thence N31°25'16"E, 14.11 feet to the southerly right of way of Nicolet Avenue; thence 10.89 feet along the arc of a 150.00 foot radius curve to the right, having a long chord which bears S98°36'55.3"W, 10.89 along said southerly right of way to the POINT OF BEGINNING.

Said parcel contains 1,867 square feet (0.272 acres) of land more or less.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and the division of it and that I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and with Chapter 14 of the General Ordinances of the City of De Pere in the surveying, dedicating and mapping of the same.

Dated this 8th day of March 2012.

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

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### Curve Table

<table>
<thead>
<tr>
<th>Curve #</th>
<th>Delta</th>
<th>Radius</th>
<th>Length</th>
<th>Chord Direction</th>
<th>Chord Length</th>
<th>Chord Bearing</th>
<th>Tangent Bearing</th>
<th>Second Tangent Bearing</th>
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<tbody>
<tr>
<td>C1</td>
<td>15°35'32&quot;</td>
<td>96.50'</td>
<td>26.26'</td>
<td>S07°16'37&quot;</td>
<td>26.18'</td>
<td>S00°31'09&quot;</td>
<td>S15°04'24&quot;</td>
<td>W</td>
</tr>
<tr>
<td>C2</td>
<td>29°54'39&quot;</td>
<td>172.50'</td>
<td>90.05'</td>
<td>S15°28'28.5&quot;</td>
<td>89.03'</td>
<td>S30°25'48&quot;</td>
<td>S00°31'09&quot;</td>
<td>W</td>
</tr>
<tr>
<td>C3</td>
<td>1°11'31&quot;</td>
<td>619.50'</td>
<td>12.89'</td>
<td>S29°50'02.5&quot;</td>
<td>12.89'</td>
<td>S29°14'17&quot;</td>
<td>S30°25'48&quot;</td>
<td>W</td>
</tr>
<tr>
<td>C4</td>
<td>0°44'15&quot;</td>
<td>580.50'</td>
<td>7.47'</td>
<td>N30°03'40.5&quot;</td>
<td>7.47'</td>
<td>N30°25'48&quot;</td>
<td>S29°41'33&quot;</td>
<td>E</td>
</tr>
<tr>
<td>C5</td>
<td>29°54'39&quot;</td>
<td>211.50'</td>
<td>110.41</td>
<td>N1°51'28'38.5&quot;</td>
<td>103.16'</td>
<td>N00°31'09&quot;</td>
<td>S30°25'48&quot;</td>
<td>E</td>
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<tr>
<td>C6</td>
<td>9°46'16&quot;</td>
<td>138.50'</td>
<td>23.19'</td>
<td>N04°22'59&quot;</td>
<td>23.16'</td>
<td>N09°17'07&quot;</td>
<td>S00°31'09&quot;</td>
<td>E</td>
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<tr>
<td>C7</td>
<td>4°09'31&quot;</td>
<td>150.00'</td>
<td>10.89'</td>
<td>S58°36'55.3&quot;</td>
<td>10.89'</td>
<td>S69°16'10&quot;</td>
<td>S98°36'55.3&quot;</td>
<td>W</td>
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</table>
NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, May 15, 2012** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on a street vacation for a part of Glenwood Avenue as described as:

That portion of Glenwood Avenue, legally described as follows:

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

Commencing at Brown County ID Point 30N17.2; thence S64°06'25"E, 1943.57 feet along a line connecting Brown County ID Point 30N17.2 and Brown County ID Point 30P18.1; thence S25°53'35"W, 679.61 feet to the intersection of the southerly right of way of Nicolet Avenue and the easterly right of way of Glenwood Avenue, the **POINT OF BEGINNING**; thence S54°31'50"W, 31.57 feet to the westerly right of way of said Glenwood Avenue; thence 36.63 feet along the arc of ε 85.00 foot radius curve to the right, having a long chord which bears S01°53'18"E, 36.35 feet along said westerly right of way; thence 83.41 feet along the arc of a 185.00 foot radius curve to the right, having a long chord which bears S21°50'21"W, 82.71 feet along said westerly right of way; thence 169.12 feet along the arc of a 615.00 foot radius curve to the left, having a long chord which bears S31°26'51"W, 168.59 feet along said westerly right of way to the northerly right of way of Ridgeway Boulevard; thence S63°57'20"E, 30.03 feet along said northerly right of way to the easterly right of Glenwood Avenue; thence 163.31 feet along the arc of a 585.00 foot radius curve to the right, having a long chord which bears N31°26'23"E, 162.78 feet along said easterly right of way; thence 97.81 feet along the arc of a 215.00 foot radius curve to the left, having a long chord which bears N22°03'30"E, 96.96 feet along said easterly right of way; thence 60.60 feet along the arc of a 115.00 foot radius curve to the left, having a long chord which bears N04°50'44"W, 59.90 feet to the Point of Beginning. Said parcel contains 9,164 Square Feet of land more or less.

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

Dated this 5th day of April, 2012.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Charlene M. Peterson
City Clerk-Treasurer
ORDINANCE #12-08

REZONING CERTAIN PROPERTY
(PARCEL WD-L183-5)

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

WHEREAS, the City Clerk-Treasurer, having published a Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 1st day of May, 2012 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

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

Section 1. That the following described property:

Part of Government Lots 1 & 2 Section 6 T22N R20E & part of Lot 110 Williams Grant described in 1787776 except Southbridge Estates and except road.

Parcel WD-L183-5 (Southbridge Road)

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

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

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

Section 4. That all other ordinances in conflict herewith are hereby repealed.

Section 5. That this ordinance shall take effect upon its passage and publication according to law.

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

APPROVED:

__________________________
Michael J. Walsh, Mayor

ATTEST:

__________________________
Charlene M. Peterson Clerk-Treasurer

Ayes:____

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

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

Description
Rezone: Single Family Residential (R-1) to Single Family Residential (R-1), Single/Two Family Residence (R-2) and General Residential (R-3) with Plan Development District (PDD) overlay.
Location: End of Whistler and Bridge Port Courts.

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

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

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

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

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

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

Effects of Proposed Rezoning

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<td>Overview</td>
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<td>Owner is requesting a rezoning to allow for mixed development. The proposed project would have 5 single family lots, 3 duplex lots and a single multi-family development that would have one 8 unit building and two 16 unit buildings (a total of 40 units). The density for the multi-family is 3,853 square feet per unit and the code requires a minimum of 3,500 square feet per unit under the R-3 zoning classification.</td>
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<thead>
<tr>
<th>Public Works</th>
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<tbody>
<tr>
<td>Does the project meet the City Stormwater regulations?</td>
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<tr>
<td>Sewer properly connected?</td>
</tr>
<tr>
<td>Water properly connected?</td>
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<tr>
<td>Access properly designed (driveway and sidewalks)?</td>
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<tr>
<td>Are there any issues with easements or right-of-ways?</td>
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<tr>
<td>Are there other items that need to be addressed?</td>
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<tr>
<td><strong>Required Actions:</strong></td>
</tr>
<tr>
<td>1. Based on the General Development Plan, Public Works did not have any specific concerns at this time.</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Forestry &amp; Parks</th>
</tr>
</thead>
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<tr>
<td><strong>Required Actions:</strong></td>
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<tr>
<td>1. A conceptual plan has been submitted; however full plans will need to be submitted with the Precise Implementation Plan.</td>
</tr>
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<tr>
<th>Fire</th>
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<tr>
<td><strong>Required Actions:</strong></td>
</tr>
<tr>
<td>1. No review at this time.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Planning &amp; Building Inspection</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Required Actions:</strong></td>
</tr>
<tr>
<td>1. The general development plan meets the City requirements. Once the Precise Implementation Plan is submitted a full review will be completed.</td>
</tr>
<tr>
<td>2. A plat will be required.</td>
</tr>
</tbody>
</table>

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

1. A Precise Implementation Plan shall be submitted if the Council approves the rezoning request.
2. A plat or CSM shall be submitted with the Precise Implementation Plan.
3. Meeting all other state and local regulations.
4. The recommendation is forwarded to the City Council for action.
A. Property Owner: Name: **UHC Inc**
   Mailing Address: **3090 Holmgren Way**
   Phone: **920-336-7228**
   Signature: **Claudia Haake** Date: **12-17-11**

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

Agent: Name: **Best Built Inc. Tom Von Delft**
   Mailing Address: **3100 Holmgren Way**
   Phone: **920-337-6488**
   Signature: **Tom Von Delft** Date: **1-7-11**

B. Property Information

Address/Location of Property: **End of Holmgren Rd.** Parcel #: **WD-L193-5**

Parcel Dimension: _____________________________________________________________

Parcel Area: **9.7 ac.**

Legal Description: **Lot 147 C T23N R26E Section 6**

C. Rezoning Application

Existing Zoning: **R1 - Single Family Residential**

Proposed Zoning: **R-1 & R-3 (Single & Multi Family) with PDD overlay**

Adjacent Zoning: North: **R-1** South: **R-1 & R-3**

East: **C-EO-2** West: **R-1**

Zoning Classification Within General Area:

___ Rezoning modified to R-1, R-2 and R-3 with PDD Overlay

Continued on next page
Land Use:
Present Use of Parcel: **Vacant**

Proposed Use of Parcel:
3 Single-family lots & 1 Multi-family Development
6) 9 buildings
Change to 5 (R-1), 3 (R-2) and 40 units of R-3

Present Use of Adjacent Properties: **R-1 and R-3**

SIGNED AUTHORIZATION:

I, **Craig Hasper**, being the owner of the above-described property do hereby authorize the City of De Pere to install and place a temporary "Zoning Notice" sign upon said property in a location which will give a reasonable notice to the public that said property is being considered for such change by the Common Council.

**Craig Hasper**
Signature

**12-7-11**
Date
SOUTHBRIDGE ESTATES
REAR OF GARAGE RENDERING
(FACING SOUTH)
RECOMMENDATION

May 8, 2012
De Pere, Wisconsin

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

Recommendation on the following to approve:

A. $500 donation from De Pere Christian Outreach to be used for Police Department K-9 Unit.

B. $500 donation from Margueritte Gardner to the Police Department for gasoline expenses for the honor guard to attend ceremonies in Washington, D.C.

C. Purchase one electro-mechanical outdoor emergency notification siren from American Signal Corporation.

D. Purchase of Advance Airway Management Trainer utilizing Act 102 funds.

E. Installation of water utilities and fountain at the Dog Park.

F. 2012-2013 Insurance Liability Policy Renewals

Respectfully Submitted

Finance/Personnel Committee

Lawrence Delo
City Administrator
MEMORANDUM

To: Finance and Personnel Committee

From: Derek A. Beiderwieden, Chief of Police

Date: April 26, 2012

Subject: Donation Acceptance from De Pere Christian Outreach

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

A thank you will be sent.

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

Serving with P.R.I.D.E.
CITY OF DE PERE
POLICE DEPARTMENT

MEMORANDUM

To: Finance and Personnel Committee
From: Derek A. Beiderwieden, Chief of Police
Date: May 1, 2012
Subject: Acceptance of Donation

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

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

Serving with P.R.I.D.E.
April 16, 2012

Finance Committee
City of De Pere

Re: Siren Bid Project

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

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

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

Three companies bid on the Project:

<table>
<thead>
<tr>
<th>Company</th>
<th>Total (Cost)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AMERICAN SIGNAL CORP. – MILWAUKEE -----</td>
<td>$16,790.00</td>
</tr>
<tr>
<td>ELECTRICAL SERVICES – KAUKAUNA -------</td>
<td>$17,788.00</td>
</tr>
<tr>
<td>FEDERAL SIGNAL CORP. – UNIVERSITY PARK ILL ----</td>
<td>$40,783.00</td>
</tr>
</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>Company</th>
<th>Total (Cost)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AMERICAN SIGNAL CORP. – MILWAUKEE -----</td>
<td>$16,790.00</td>
</tr>
</tbody>
</table>

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

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

Sincerely:
Robert Kiser
Fire Chief
CITY OF DE PERE

Fire Rescue Department
400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
c-mail: dpfire@mail.de-pere.org

April 25, 2012

Finance Committee
City of De Pere

Re: Request to Purchase Trainer
From Act 102 funds

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

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

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

Members can do this training one of three ways:

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

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

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

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

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

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

Sincerely,

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

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

To: Finance Committee

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

Re: Consider water fountain at Dog Park

Date: May 8, 2012

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

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

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
Re: Consideration of 2012-2013 Insurance Liability Policy Renewals
Date: May 3, 2012

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

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

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

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

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

The type of insurance we are lacking is with cyber liability. Cyber liability is one of the fastest growing areas of concern that employers have to deal with. The number of cyber-attacks and data breaches has increase significantly in recent years. These include accidental release of
social security numbers, health related information, credit card numbers, hard copies of
documents if lost or stolen, etc. Currently, if the City would have a cyber-attack and/or a data
breach, we would not have any insurance to cover that and that could have a considerable
financial impact on the City including the cost of lawsuits, crisis management and notification to
the affected parties. The attached document discusses additional reasons for the need for this
type of coverage.

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

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

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

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

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

Thank you.

cc: Lawrence Deb, City Administrator
Property Casualty 360

5 Misconceptions about Cyber Liability and Public Entities

BY JOHN A. SOLARI
April 18, 2012 • Reprints

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

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

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

Read related: "Corporate Identity Theft."

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

1. “Public entities are not a target for cyber attacks.” Actually, public entities are a perfect target for cyber attacks considering the amount of confidential information in their possession. There is probably no other type of organization, other than a bank or financial institution, that stores more personally identifiable information. It’s not uncommon for a public entity to have an individual’s Social Security number, income statements, bank account numbers, driver’s license number and even credit card information. In addition, public entities typically have confidential personal medical and health information for all of their employees.

2. “We have the latest technology and software available to protect our electronic information and systems.” The growing number of cyber attacks (more than 600 million records breached since 2005) at both large and small organizations—even those with the most sophisticated software protection—demonstrates that no organization can be sure they are not susceptible. One of the most common causes of privacy information breaches today is not hacking, but human error. When confidential information is stored outside the network system on laptops, smartphones or other electric storage devices, it can be compromised when the device is lost or stolen.
3. "Even if our network is breached, we are covered under our general liability or other insurance policies." General liability insurance commonly provides coverage for "bodily injury" and "property damage." Property damage typically means physical injury to tangible property, including the resulting loss of use of that property. However, electronic data is not tangible property and is not covered. In addition, property insurance, crime insurance and professional errors and omissions insurance do not typically provide coverage for cyber liability and notification requirement expenses.

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

4. "Cyber liability notification requirements only apply to commercial businesses." Currently, in addition to federal regulations, more than 45 states have enacted legislation to protect consumer privacy. These state and federal requirements apply to for-profit and not-for-profit organizations, including public entities. Both state and federal agencies may investigate and take action against any organization that is negligent in the handling of confidential personal information.

5. "If we had a data breach, we could handle the notification requirements ourselves." Most public entities would have difficulty complying with state and federal notification requirements in the event of a data breach. It is also common for goodwill purposes to provide credit monitoring services and identity theft education and assistance for the affected party. Most public entities would not have the expertise and staff to provide these types of additional goodwill services for the affected party.

So how can public entities protect themselves?

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

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

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

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

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

http://www.propertycasualty360.com/2012/04/18/5-misconceptions-about-cyber-liability-a... 4/30/2012
Third-party cyber liability coverage is typically provided to protect the public entity for the following:

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

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

COMMENTS

Like

Showing 1 comment

Tommoore75

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

1 week ago

Trackback URL
http://discqus.com/forums/pc3605_misconceptions_about_cyber_liability_and_public_entities/trackback/

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http://www.propertycasualty360.com/2012/04/18/5-misconceptions-about-cyber-liability-a... 4/30/2012
RECOMMENDATIONS

May 8, 2012
De Pere, Wisconsin

Recommendations to the Honorable Mayor and Members of the Common Council as approved by the Board of Public Works at their duly convened meeting held on Monday, May 7, 2012:

A. Recommend award the bid for Project 12-05 Sidewalk, Curb and Concrete Pavement Repair to Sam Sommers Concrete Construction, Inc., 2020 W. Capitol Dr in Appleton, WI 54914 in the amount of $119,891.70.

B. Recommend award the bid for Project 12-03 Pipe Lining – CIPP to Insituform Technologies USA, Inc., 1177 Birch Lake Blvd N., White Bear Lake, MN 55110 in the amount of $168,833.10.

C. Recommend award the bid for Project 12-01B Sanitary Sewer Relay – Glenwood, Lawton and Easement to Feaker & Sons Construction Co. Inc., 1669 Ft Howard Av, De Pere, WI 54115 in the Amount of $401,175.00 with the approval of the Supplemental Item 1 in the amount of $7,500.00 if Clean Water Funding is received for the Project. The award should be contingent on the City acquiring easements and obtaining the WDNR permit for the project.

Respectfully Submitted,

BOARD OF PUBLIC WORKS

Scott J. Thoresen, P.E.
Director of Public Works
City of De Pere
Public Works Department
Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works

From: Karen Heyrman, P.E., Assistant City Engineer

Date: May 1, 2012

Subject: Consider award for Project 12-05 Sidewalk, Curb, and Concrete Pavement Repair

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

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sam Sommers Concrete</td>
<td>$119,891.70</td>
</tr>
<tr>
<td>Fischer Ulman Construction Inc.</td>
<td>$120,005.00</td>
</tr>
<tr>
<td>Jim Fischer, Inc.</td>
<td>$121,203.70</td>
</tr>
<tr>
<td>Martell Construction, Inc.</td>
<td>$131,210.80</td>
</tr>
</tbody>
</table>

$170,750 was estimated for this project. $119,500 was budgeted for this work in the Street Management Account. Developers are responsible for the new curb (Bid Item SD-02) that was estimated at $49,750. The staff recommendation is to award the bid to Sam Sommers Concrete in the amount of $119,891.70.
The Engineering Department received bids on Project 12-03 — Pipe Lining-CIPP on April 26th. The project consists of pipe lining of deteriorated sewers at locations around the City. The bids received were as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insituform Technologies USA, Inc.</td>
<td>$168,833.10</td>
</tr>
<tr>
<td>Visu-Sewer, Inc.</td>
<td>$189,676.60</td>
</tr>
<tr>
<td>Michels Corporation</td>
<td>$211,558.00</td>
</tr>
</tbody>
</table>

The staff recommendation is to accept the bid from Insituform Technologies USA, Inc. in the amount of $168,833.10. The budgeted amount from the capital improvement budget is $175,000. Funding will be from the sewage revenue fund.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>AMOUNT BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>SP-01</td>
<td>8'' CIPP - ALLEY (RIDGEWAY-RANDALL &amp; BROADWAY-OAKDALE)</td>
<td>LF</td>
<td>320</td>
<td>$ 25.30</td>
<td>$ 8,096.00</td>
</tr>
<tr>
<td>SP-02</td>
<td>8'' CIPP - ALLEY (FRONT-BROADWAY &amp; CASS-FRANKLIN)</td>
<td>LF</td>
<td>400</td>
<td>$ 22.80</td>
<td>$ 9,120.00</td>
</tr>
<tr>
<td>SP-03</td>
<td>8'' CIPP - ALLEY (MICHIGAN-SUPERIOR &amp; MERRILL-BOLLES)</td>
<td>LF</td>
<td>480</td>
<td>$ 23.00</td>
<td>$ 11,040.00</td>
</tr>
<tr>
<td>SP-04</td>
<td>8'' CIPP - ALLEY (JAMES-GEORGE &amp; SUPERIOR-HURON)</td>
<td>LF</td>
<td>343</td>
<td>$ 24.70</td>
<td>$ 8,472.10</td>
</tr>
<tr>
<td>SP-05</td>
<td>8'' CIPP - BOLLES STREET</td>
<td>LF</td>
<td>700</td>
<td>$ 23.80</td>
<td>$ 16,660.00</td>
</tr>
<tr>
<td>SP-06</td>
<td>8'' CIPP - BUTLER STREET</td>
<td>LF</td>
<td>770</td>
<td>$ 24.50</td>
<td>$ 18,865.00</td>
</tr>
<tr>
<td>SP-07</td>
<td>8'' CIPP - FOXVIEW AVENUE</td>
<td>LF</td>
<td>475</td>
<td>$ 27.60</td>
<td>$ 13,110.00</td>
</tr>
<tr>
<td>SP-08</td>
<td>8'' CIPP - HICKORY AVENUE</td>
<td>LF</td>
<td>651</td>
<td>$ 22.00</td>
<td>$ 14,322.00</td>
</tr>
<tr>
<td>SP-09</td>
<td>8'' CIPP - LILAC LANE</td>
<td>LF</td>
<td>600</td>
<td>$ 22.40</td>
<td>$ 13,440.00</td>
</tr>
<tr>
<td>SP-10</td>
<td>8'' CIPP - VACANT ALLEY (ERIE-ONTARIO &amp; CHICAGO-MERRILL)</td>
<td>LF</td>
<td>705</td>
<td>$ 27.20</td>
<td>$ 19,176.00</td>
</tr>
<tr>
<td>SP-11</td>
<td>10'' CIPP - RIVER AVENUE</td>
<td>LF</td>
<td>630</td>
<td>$ 41.00</td>
<td>$ 25,830.00</td>
</tr>
<tr>
<td>SP-12</td>
<td>12'' CIPP - EASEMENT (NICOLET PL TO 1ST MH NORTH)</td>
<td>LF</td>
<td>320</td>
<td>$ 33.60</td>
<td>$ 10,752.00</td>
</tr>
</tbody>
</table>

**Total Amount Bid**

<table>
<thead>
<tr>
<th>BIDDER NO. 1</th>
<th>BIDDER NO. 2</th>
<th>BIDDER NO. 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instiform Tech USA, Inc.</td>
<td>Visu-Sewer</td>
<td>Michel's Corporation</td>
</tr>
<tr>
<td>$ 168,883.10</td>
<td>$ 189,676.60</td>
<td>$ 211,588.00</td>
</tr>
</tbody>
</table>
City of De Pere
Public Works Department

Memco

To: Honorable Mayor Walsh
Members of the Board of Public Works

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

Date: May 7, 2012

Subject: Consider Award of Project 12-01B Sanitary Sewer Relay – Glenwood, Lawton, and Easement

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

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount</th>
<th>Supplemental Item (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feaker &amp; Sons Construction Co., Inc.</td>
<td>$401,175.00</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>Jossart Brothers, Inc.</td>
<td>$413,030.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>De Groot, Inc.</td>
<td>$419,814.75</td>
<td>$4,242.00</td>
</tr>
<tr>
<td>PTS Contractors, Inc.</td>
<td>$423,615.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Dorner, Inc.</td>
<td>$446,917.50</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Kruczek Construction, Inc.</td>
<td>$473,000.00</td>
<td>$1.00</td>
</tr>
<tr>
<td>Advance Construction Inc.</td>
<td>$557,379.00</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

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

The staff recommendation is to accept the bid from Feaker and Sons Construction in the amount of $401,175 with the approval of the supplemental item if Clean Water Funding is received for the project. The award should be contingent on the City acquiring easements and obtaining the WDNR permit for the project. The budgeted amount from the capital improvement budget is $430,000. Funding will be $400,000 from the sewage revenue fund, and $30,000 from the water utility fund.
| ITEM | DESCRIPTION | 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 | AMOUNT BID |
|------|-------------|----------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 1 | Sanitary Sewer Service Capacity Charge | EACH | 5 | $1,500.00 | $5,000.00 | $1,500.00 | $4,500.00 | $1,500.00 | $4,500.00 | $1,500.00 | $4,500.00 | $1,500.00 | $4,500.00 | $1,500.00 | $4,500.00 | $1,500.00 | $4,500.00 |
| 2 | Sewer Relaying-Building Methods | EACH | 3 | $300.00 | $900.00 | $300.00 | $900.00 | $300.00 | $900.00 | $300.00 | $900.00 | $300.00 | $900.00 | $300.00 | $900.00 | $300.00 | $900.00 |
| 3 | Sanitary Sewer Service Capacity Charge | EACH | 2 | $1,500.00 | $2,250.00 | $1,500.00 | $2,250.00 | $1,500.00 | $2,250.00 | $1,500.00 | $2,250.00 | $1,500.00 | $2,250.00 | $1,500.00 | $2,250.00 | $1,500.00 | $2,250.00 |
| 4 | Sanitary Sewer Service Capacity Charge | EACH | 1 | $150.00 | $150.00 | $150.00 | $150.00 | $150.00 | $150.00 | $150.00 | $150.00 | $150.00 | $150.00 | $150.00 | $150.00 | $150.00 | $150.00 |
| 5 | Sanitary Sewer Service Capacity Charge | EACH | 1 | $150.00 | $150.00 | $150.00 | $150.00 | $150.00 | $150.00 | $150.00 | $150.00 | $150.00 | $150.00 | $150.00 | $150.00 | $150.00 | $150.00 |
| ... | ... | ... | ... | ... | ... | ... | ... | ... | ... | ... | ... | ... | ... | ... | ... | ... |
| 31 | Removal of Building and Alteration Existing Sanitary Sewer & Sewage | EACH | 1 | $8,500.00 | $8,500.00 | $8,500.00 | $8,500.00 | $8,500.00 | $8,500.00 | $8,500.00 | $8,500.00 | $8,500.00 | $8,500.00 | $8,500.00 | $8,500.00 | $8,500.00 | $8,500.00 |
LICENSE COMMITTEE RECOMMENDATIONS

May 15, 2012
De Pere, Wisconsin

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

a) Application for a Premise Description Change for Skylark Enterprizes, LLC, Owned by Patricia Tiedemann, for The Black Boot, Agent: Patricia A. Tiedemann, 436 Washington Street, Wrightstown, WI 54180.

b) Application for a Class “B” Beer & “Class B” Liquor License for DeCleene Zellner LLC, for 101, (previously Pour Daddies), 101 Fort Howard Avenue, De Pere, WI 54115. Submitted by Agent: Greg DeCleene, 236 Crestview Lane, De Pere, WI 54115.

c) Application for a Class “B” Beer & “Class B” Liquor License for Harp and Eagle, LTD., for Chateau De Pere, (previously Andrew’s), 201 James Street, De Pere, WI 54115. Submitted by Agent: Clarke Boyle, 1208 Cass Street, Green Bay, WI 54301.


Respectfully Submitted,

License Committee

Vicki L. Scray
Deputy Clerk
Premise Description Change

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 5-15-2012 ending 6-30-2012

TO THE GOVERNING BODY of the:

De Pere

County of Brown

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ LIMITED LIABILITY COMPANY ☐ CORPORATION/NONPROFIT ORGANIZATION hereby makes application for the alcoholic beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Skylark Enterprises, LLC owned by Patricia A. Tiedemann

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 President/Member
Name Patricia A. Tiedemann
Home Address 436 Washington St.
Post Office & Zip Code 54117

3. Trade Name ☐ The Black Boot Business Phone Number 920-336-4001

4. Address of Premises ☐ 1100 S. Broadway ☐ Post Office & Zip Code ☐ De Pere 54115

5. Is individual, partnership or agent of corporation/limited liability company subject to completion of the responsible beverage service training course for this license period? □ Yes □ No

6. Is the applicant an employee of, or affiliated with anyone except the named applicant? □ Yes □ No

7. Does any alcoholic beverage license or wholesale permit have any interest in or control of this business? □ Yes □ No

8. (a) Corporate/limited liability company applicants only: Insert state (w/I) and name of registration:

(b) Is applicant corporation/limited liability company a subsidiary of any corporation or limited liability company? □ Yes □ No

(c) Does the corporation, or any officer, director, stockholder or agent of limited liability company, or any member/manager or agent hold any interest in any other alcoholic beverage license or permit in Wisconsin? □ Yes □ No

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

9. Premises description: Describe building or buildings where alcoholic 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 alcoholic beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Dining room, bar, kitchen, offices, storage, outdoor cafe

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? ☐ The Bistro on Broadway

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? ☐ 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? ☐ Yes ☐ No

14. Does the applicant understand that they must purchase alcoholic 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), member/manager 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 17 day of April, 2012

[Signature]

My commission expires

TO BE COMPLETED BY CLERK
(Date received and filed with municipal clerk)

Date issued license 4-17-12
Date issued license 12-3-12
Date provisional license issued 12-3-12
Signature of Clerk/Deputy Clerk

Wisconsin Department of Revenue

X Patricia A. Tiedemann
[Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual]

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

[Additional Partner/Member/Manager of Limited Liability Company/Partner]
ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning

April 1, 2012

ending

June 30, 2012

TO THE GOVERNING BODY of the:

De Pere

County of Brown

Aldermanic Dist. No. 6

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):

DeCiere, Zac (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.

President/Member

Title

Greg DeCiere

Name

236 Crestview

Home Address

De Pere, WI 54115

Post Office & Zip Code

Vice President/Member

Secretary/Manager

Agent

DeCiere, Zak

Treasurer/Manager

Director/Manager

DeCiere, Zak

Address of Premises

De Pere, WI 54115

Business Phone Number

De Pere, WI 54115

3. Trade Name

101 Stegall Park Road

4. Address of Premises

101 Fort Howard Ave

5. Is individual, partner 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 license or wholesale permits have any interest in or control of this business? Yes □ No □

8. (a) Corporation/limited liability company applicants only: Insert state (WI) and date 1998 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 alcoholic beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sale, service, and storage of alcoholic beverages and records. (Alcoholic beverages may be sold and stored only on the premises described.)

13 Floor, Basemant, and First Floor

3rd Floor

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: 808-286-2778) Yes □ No □

14. Is the applicant indebted to any wholesale 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 citizen's rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. Individuals and each member of a partnership applicant must sign; corporate officers, 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 subjects to revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME this 13th day of April, 2012

Casie Meritt

My commission expires 7/1/21

Witnesst to and clock: [Signature]

Wisconsin Department of Revenue

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk: 4-15-12

Date reported to council/board: Date provisional license issued: Signature of Clerk/Deputy Clerk

Date license granted: Date license issued: License number issued:
ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning

ending ______________

TO THE GOVERNING BODY OF the:

□ Town of ______________________

□ Village of ______________________

□ City of ______________________

County of ________________

Aldermanic Dist. No. ______ (if required by ordinance)

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

Name ____________________________

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

President/Member ____________________________

Vice President/Member ____________________________

Secretary/Member ____________________________

Treasurer/Member ____________________________

Agent ____________________________

Title ____________________________

Home Address ____________________________

Post Office & Zip Code ____________________________

Title ____________________________

Address ____________________________

Post Office & Zip Code ____________________________

Is individual, partners or corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ______ Yes ______ No

Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ______ Yes ______ No

Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ______ Yes ______ No

(a) Corporate/limited liability company applicants only: Insert state and date of registration. ______ Yes ______ No

(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 of 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 answer in sections 5, 6, 7 and 8 above.

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 sale, service, and storage of alcohol beverages and receipts. (Alcohol beverages may be sold and stored only on the premises described.)

201 JAMES STREET, DE PERE

Legal description (omit if street address is given above): ______ Yes ______ No

(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? ______ Yes ______ No

Does the applicant understand they must file a Special Occupational Tax return (17B form 5335.5) before beginning business? ______ Yes ______ No

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? ______ Yes ______ No

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 of perjury, the applicant states that each of the above omissions has been truthfully engaged 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), member/manager 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 ____________ day of ____________, 2012

My commission expires ____________

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

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

CLASS “A” BEER & “CLASS A” LIQUOR

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

CLASS “A” BEER

1) DJ convenience, LLC, 1605 Fort Howard Avenue, Suite A, submitted by DJ convenience, LLC, Agent: James J. Vandezuyacht, 1463 Sunset Beach Road, Suamico, WI.

2) De Pere Mobil, 746 Main Avenue, submitted by De Pere Service Center Inc., Agent: Keith Joseph Brunnette, 1258 Cornflower Court, De Pere, WI.

3) De Pere Superstore, 1501 Main Avenue, submitted by De Pere Superstore, LLC, Agent: Matthew R. Clson, 5472 Amber Lane, Green Bay, WI.

4) De Pere Y-Mart, 1017 Fourth Street, submitted by De Pere Y-Mart, LLC, Agent: Robert R. Green, 2037 Green Acres Court, De Pere, WI.

5) Scheuring Road Mobil Mart, 1620 Lawrence Drive, submitted by Scheuring Road Mobil Mart, LLP, Agent: Scott Hendricks, 649 Harvest Winds Court, De Pere, WI.

6) Wal-Mart Supercenter #5090, submitted by Wal-Mart Stores East, LP, Agent: Frank Van Vonderen Jr., 3991 Agatha Christie Avenue, De Pere, WI.

CLASS “B” BEER

1) Gyro Kabobs, 337 Main Avenue, submitted by Gyro Kabobs III, LLC, Agent: Mohammad Mirhashemi, N1862 Lily of the Valley Court, Greenville, WI.

2) Luna Café and Roastery, 330 Main Avenue, submitted by Luna Coffee, LLC, Agent: Mark Patel, 4351 Creamery Road, De Pere, WI.

CLASS “B” BEER & “CLASS B” LIQUOR

1) A’s Dockside Grill, 112 N. Broadway Street, submitted by A’s Dockside Grill Ltd., Agent: Vicki A. Alberts, 2054 Charles Street, De Pere, WI.
2) Abbey, The, 303 Reid Street, submitted by H. C. Gemini, Inc., dba The Abbey, Agent: Kerry J. Counard, 332 Grandeur Oaks Court, De Pere, WI.

3) Archie’s Pub, 500 George Street, submitted by Archie’s Pub LLC, Agent: Peter J. Barbacovi, 600 George Street, 2nd Floor, De Pere, WI.

4) Baba Louies, 419 Main Avenue, submitted by Kropp Enterprises, Inc., Agent: James J. Kropp, 883 Richborough Road, Green Bay, WI.

5) Bilotti’s Pizza Garden, 111-113 N. Broadway Street, submitted by Dan-Cer, Inc., Agent: Marc N. Bilotti, 636 N. Adams Street, De Pere, WI.

6) Black Boot, The, 100 S. Broadway Street, #50, submitted by Skylark Enterprizes LLC Owned by Patricia Tiedemann, Agent: Patricia A. Tiedemann, 436 Washington Street, Wrightstown, WI.

7) Buddah’s Still & Grill, 363 Main Avenue, submitted by Chanmina LLC, Agent: Randal S. DeGreef, 6728 Ridge Royale Drive, Greenleaf, WI.

8) Caliente, La Fiesta Mexicana, 623 George Street, submitted by Caliente, Inc., Agent: Greg De Cleene, 236 Crestview Lane, De Pere, WI.

9) Day Spa, The, 600 N. Tenth Street, submitted by The Day Spa, Ltd., Agent: Kathleen F. Schmaltz, 3418 Delahaut Street, Green Bay, WI.

10) Drift Inn, 1535 N. Ashland Avenue, submitted by AlChris, LLC, Agent: Gail Kozlovsky, 4900 Sportman Drive, De Pere, WI.

11) El Azteca Restaurant, 1620 Lawrence Drive, submitted by El Azteca Restaurants, Inc., Agent: Fe Mcntalvo, 1808 Vandenberge Lane, Kaukauna, WI.

12) Gallagher’s Pizza, 330 Reid Street, submitted by Gallagher’s Pizza, Inc., Agent: Kevin Osadjan, 2701 Lola Drive, Green Bay, WI.

13) George Street Café, 614 George Street, submitted by George Street Café LLC, Agent: Amy Jenette Dunbar, 528 N. Washington Street, De Pere, WI.

14) Keweenaw Pub and Pasta, 368 Main Avenue, submitted by Keweenaw Pub Inc., Agent: Casey L. Hawkinson, 419 Lilac Lane, De Pere, WI.

15) La Vie Bohème, 421 George Street, #101, submitted by La Vie Bohème LLC, Agent: Doreen Marie Martin, N5596 Broder Road, Shawano, WI.

16) Legends Brewhouse & Eatery, 875 Heritage Road, submitted by JPG, Inc., Agent: Greg De Cleene, 236 Crestview Lane, De Pere, WI.

17) Long Branch Saloon, 334 Main Avenue, submitted by The Cover LLC, Agent: Paul William Huss, 2514 Turnbury Road, Green Bay, WI.
18) Manhattan Lanes, 1120 S. Broadway Street, submitted by Manhattan Lanes, LLC, Agent: Constance M. Stiles, 1024 Cardinal Lane, Green Bay, WI.

19) Mitty’s Pub, 617 Birch Street, submitted by Quincy’s Restaurant LLC, Agent: Matt Minten, 884 S. Ninth Street, De Pere, WI.

20) Nicky’s Lionhead Tavern & Grill, 331 Main Avenue, submitted by Nicky’s Inc., Agent: Thomas M. Nick, 5029 Edgewater Beach Road, Green Bay, WI.

21) Old No. 7, 121 N. Tenth Street, submitted by Hoffman Investments, Inc., Agent: Raymond Hoffman, 1140 Aldrich Street, De Pere, WI.

22) Pasquale’s International Cafe, 305 Main Avenue, submitted by Pasquales II De Pere LLC, Agent: Christine A. Bricco, 5918 Mary’s Road, New Franken, WI.

23) Replay Sports Bar & Grill, 1731 Fort Howard Avenue, submitted by Kathleen Jean Broder and Scott Michael Marotz, 12132 Velp Avenue, Green Bay, WI.

24) River Loft, The, 132 Front Street, submitted by Jeremy R. Bock, N327 Elm Road, Pulaski, WI.


26) Sidekicks Bar & Grill, 930 Main Avenue, submitted by DKG Entertainment, LLC, Agent: Denise A. Gajeski, 846 Elm Street, De Pere, WI.

27) Tim Karl’s Century Lanes, 132 S. Broadway Street, submitted by Teekae Enterprises Inc. of Wisconsin, Agent: Timothy V. Karl, 2584 Good Shepherd Lane, Green Bay, WI.

28) Union Hotel, 200 N. Broadway Street, submitted by Union Hotel Corporation, Agent: Mary Boyd, 302 Legion Court, De Pere, WI.

29) Venture Theatre, 353 Main Avenue, submitted by Venture Theatre LLC, Agent: Michael Sean Yoder, 830 S. Baird Street, Green Bay, WI.
ORDINANCE 12-11

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

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

FOLLOWS:

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

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

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

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

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

APPROVED:

__________________________
Michael J. Walsh, Mayor

__________________________
Vicki L. Slay, Deputy Clerk

Ayes:_______

Nays:_______
RESOLUTION #12-50

AUTHORIZING CREATION OF TID #10 AND RELATED ACTIVITIES

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

WHEREAS, a map of the proposed area for TID #10 is attached as Exhibit 1; and

WHEREAS, if TID #10 is created, the City will need assistance in the development of the required project plan and wishes to engage the Springsted Incorporated Financial Advising firm in doing so.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

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

May, 2012.

APPROVED:

________________________________________
Michael J. Walsh, Mayor

ATTEST:

________________________________________
Vicki L. Scray, Deputy Clerk

Ayes: 
Nays: 

RESOLUTION #12-51

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

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

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

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

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

__________________________________________
Michael J. Walsh, Mayor

ATTEST:

__________________________________________
Vicki L. Scray, Deputy Clerk

Ayes:_____

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

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

WITNESSETH

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

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

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

II. SCOPE OF SERVICES

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

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

Exhibit 1
City authorization for special services shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as to be agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

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

VI. 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 significant harm to the public.
VII.  TIME FOR COMPLETION

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

VIII. COMPENSATION

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

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

IX.  RESPONSIBILITY OF CONSULTANT

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

X.  SUBCONTRACTS

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

XI.  ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is no: to be assigned by either the City or Consultant without the prior written consent of the other.

XII.  INTEGRATION

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

XIII. JURISDICTION

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

XIV. SUSPENSION OF WORK

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

XV. TERMINATION OF WORK

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

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

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

XVI. MEDIATION

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

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

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

XVII. NOTICES

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

If to City:

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

If to Consultant:

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

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

SPRINGSTED INCORPORATED

By:________________________________________
Print Name:________________________________

CITY OF DE PERE, WISCONSIN

By:________________________________________
Print Name: Michael J. Walsh, Mayor

By:________________________________________
Print Name: Vicki L. Seray, Deputy Clerk
Hi Mikaela -

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

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

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

Thanks Ken

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

(p): 920-339-4043
(e): kpabich@mail.de-pere.org
May 8, 2012

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

Re: Creation of Tax Incremental Financing District No. 10

Dear Mr. Pabich:

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

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

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

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

1. Springsted is a leader in economic development at the national and state levels. Springsted has established a record as one of the foremost economic development advisors in the nation and in Wisconsin. Our record is built on a tradition of innovation, as evidenced by our being the advisor on the “first-ever” tax increment projects in five states, singular national client recognition by Harvard’s Kennedy School and the National League of Cities, with the award recognizing the public-private partnerships for revitalization of Downtown Saint Paul. Our growth continues through the expansion of our staff on our dedicated Housing and Economic Development Team; the maturation of an increasing choice of financing and analytical tools; and an experience base that blends knowledge of Wisconsin with a national perspective of the key components for successful economic development efforts.
2. **Springsted is an independent financial advisor, in both Public Finance and Economic Development.** Traditionally, the independent advisor has been framed in the context of the public finance industry, as working only on behalf of the bond issuer, without any ties to the “buy-side” investment banking business. More recently, many of our clients have recognized similar conflicts of interests in economic development and housing advisory services. Economic development consultants have been found to be representing and negotiating for developers against local governments on one occasion, while on the next occasion, representing the local governments - often against these same developers. Their fees charged to developers are often more lucrative than those charged to local government, which leads to an inherent conflict of interest. In all cases, Springsted avoids any conflicts of interest by working only for local government, so we may be absolutely clear that our sole customer is the local government. The City has our assurance that in every project, the City's interests are our only objective.

3. **Springsted's service team is designed specifically for the City of De Pere and represents our senior staff.** Our service team to serve the City of De Pere is selected to meet four very specific objectives for the City: 1) It represents our senior and most experienced staff; 2) It provides a range of expertise to cover the range of service requirements; 3) It provides a continuity of service and institutional knowledge to achieve future objectives; and, 4) it represents the commitment to take personal and professional responsibility for the services and outcomes for the City.

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

We look forward to continuing to work with the City of De Pere on this proposed new project. You can be confident our staff will provide the City with an incomparable work ethic, knowledge, expertise and past project experience. If you have any questions or require additional information, please feel free to contact Mikaela at 651-223-3038 / mhuot@springsted.com or Joe at 414-220-4257 / jmurray@springsted.com.

Sincerely,

*Mikaela R. Huot*  
Mikaela R. Huot, Assistant Vice President  
Consultant

*Joseph M. Murray*  
Joseph M. Murray, Vice President  
Client Representative
City of De Pere, Wisconsin
Establishment of Tax Incremental Financing District No. 10

Work Plan May 2012

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

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

Task I - Project Analysis and Feasibility:
Springsted will provide the following financial analysis of the proposed project:

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

Task II - TID Project Plan Drafting:
Springsted will deliver the following output in accordance with establishment of the Tax Incremental Financing District:

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

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

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

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

Joseph M. Murray, Vice President, Mr. Joseph Murray is located in our Milwaukee office and will serve as project coordinator providing project oversight and assist in the review of financing options and alternatives. Mr. Murray has served as the City's financial advisor since 2011. Mr. Murray has nearly 20 years' experience in municipal government, including more than 15 years as a city/village manager. Immediately prior to joining Springsted in 2007, he served as the Village Manager of Greendale, Wisconsin for more than nine years. With his vast array of local government experience, Mr. Murray is very familiar with the fiscal, management, organizational, political and economic development challenges facing cities, villages, towns and counties throughout Wisconsin and the upper Midwest. As a Certified Independent Public Finance Advisor (CIPFA) he is a skilled financial advisor and management professional who is able
to listen to a client's issues and concerns; research and evaluate viable options; and present innovative creative and practical solutions that can be successfully implemented. Mr. Murray received a Master of Public Administration from the University of Kansas and a Bachelor's degree in public administration and finance from Western Michigan University.

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

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

Completion Date

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

Compensation

Our standard professional fee for assistance with establishment of a Tax Incremental Financing District is typically in the range of $6,500 - $7,500, as billed on an hourly basis. However since we are currently working with the City on establishment of TID #8, we anticipate the process can be streamlined for a reduced professional fee down to the range of approximately $4,000-5,000. The fee proposed herein is exclusive of any out-of-pocket expenses such as travel (if determined necessary and requested), copying, teleconferencing and faxes. All out-of-pocket expenses will be coordinated as much as possible with our work on TID #9 in order to minimize their cost to the City as well.

Additional Work

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

<table>
<thead>
<tr>
<th>Title</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal &amp; Senior Officer</td>
<td>$220</td>
</tr>
<tr>
<td>Officer &amp; Project Manager</td>
<td>$190</td>
</tr>
<tr>
<td>Senior Associate</td>
<td>$155</td>
</tr>
<tr>
<td>Associate</td>
<td>$145</td>
</tr>
</tbody>
</table>
For negotiating individual development agreements as described in the second bullet point of the Task II Work Plan, hourly fees will be billed according to the above schedule assuming the Officer/Project Manager rate of $190 per hour.

References

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

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

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

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

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

Ms. Paulette Enders, Economic Development Director
414-479-3531
RESOLUTION #12-52

AUTHORIZING A SIDEWALK CAFÉ PERMIT FOR SKYLARK ENTERPRIZES LLC

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

______________________________
Michael J. Walsh, Mayor

ATTEST:

______________________________
Vicki L. Seray, Deputy Clerk

Ayes:_______
Nays:_______
SIDEWALK CAFE PERMIT

Name and Address of Permittee:  Skylark Enterprizes LLC
d/b/a The Black Boot
c/o Patricia Tiedemann
436 Washington Street
Wrightstown, WI 54180

Grantor:  City of De Pere

Location of Encroachment:  100 South Broadway Street, Suite 50
See attached Exhibit 1

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

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

1. Permit. City hereby authorizes and grants to Skylark Enterprizes LLC (“Permittee”) a Sidewalk Cafe Permit for that specific area described in the sketch attached hereto and incorporated as Exhibit 1. Such Sidewalk Cafe Permit is subject to the following terms and conditions:

a) The Sidewalk Cafe Permit granted hereunder shall be valid from July 1 through July 30 of each year this permit is valid. Renewals of this permit may be accomplished administratively through the City Administrator.

b) The permit granted under this Agreement authorizes tables and chairs (outdoor seating) for food service within the area illustrated in Exhibit 1.

c) It is specifically understood and agreed by the parties that the City shall undertake no responsibility for the maintenance of the permit area or the tables and chairs. Permittee shall maintain the permit area and all personal property thereon in a neat and orderly manner, keeping it clean, free of noxious weeds, trash, and debris. All personal property placed on the permit area by Permittee shall remain the property of Permittee and the City shall not be held liable for any damage to such personal property regardless of the cause of such damage.

d) Sale of Alcohol Beverages:
☐ Not Allowed
☐ Yes
(☐) No alcohol beverages may be sold or consumed in the Sidewalk Cafe area.

Exhibit A
□ Allowed
  (i) No alcohol beverages may be sold or consumed in the Sidewalk Café area unless the City Council has made that area part of the liquor licensed area.

(ii) If the City Council has approved the Sidewalk Café area as part of the liquor licensed area, Permittee agrees as follows:

(1) Violations of the requirements of this chapter or Wis. Stats. ch. 125 may result in the café permit issued hereunder and the Class B premise permit expansion being repealed by the Common Council in addition to other penalties provided under those regulations.

(2) Alcohol beverages shall only be served to patrons of the establishment by a server in the sidewalk café area. No carryout or carry-in of alcohol beverages by a patron to and from the area of the sidewalk café shall be permitted.

(3) Each sidewalk café serving alcohol beverages shall be responsible for monitoring the area of the sidewalk café to ensure that customers are of legal drinking age and that alcohol beverages are not removed from the premises.

(4) The sale of alcohol beverages in sidewalk café areas shall be limited to the hours of 11:00 a.m. to 11:00 p.m. All alcohol shall be removed from the sidewalk café area no later than 11:30 p.m.

e) Adequate egress and ingress as determined by ADA standards along the sidewalk area subject to this permit is maintained at all times. The number of chairs per bistro table shall not exceed two (2) and no chair may be placed along the east side of the tables shown on Exhibit 1.

2. **Insurance.** Permittee shall supply to the City a certificate of general liability insurance, naming the City as an additional insured for purposes of this Permit in an amount not less than $1,000,000 per occurrence. Permittee shall save and hold City harmless from any and all injury that may occur or be said to have occurred as a result of Permittee’s utilization of the Sidewalk Café Permit issued under this Agreement. Such hold harmless agreement shall extend to any injury to person or property involving any officers or agents of the parties hereto or any third parties.

3. **Revocation.** The Permit granted hereunder may be revoked upon written or oral notice of the Director of Public Works at any time with or without notice. The parties acknowledge that the privileges granted by the permit hereunder constitute encroachments upon public trust properties and may be let only under the condition that the use of such public space does not interfere with public safety, access, aesthetics, or any other public purpose.

Skylark Enterprizes L.C
Sidewalk Café Permit
Page 2 of 3
4. **Permit Not a Conveyance.** It is specifically understood and agreed that in granting the permit hereunder, no right or interest is granted in the ownership or continued use of the property subject thereto.

IN WITNESS WHEREOF, the parties hereto execute this agreement on this ____ day of __________, 2012.

SKYLARK ENTERPRIZES LLC

CITY OF DE PERE

Patricia Tiedemann

Michael J. Walsh, Mayor

________________________

Vicki L. Scray, Deputy Clerk

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Skylark Enterprizes LLC
Sidewalk Café Permit
Page 3 of 3
THE BLACK BOOT
100 S. Broadway  De Pere, WI  Suite 50
De Pere, WI 54115
SIDEWALK DINING AREA - DIMENSIONS

![Diagram of sidewalk dining area with dimensions and symbols]

KEY:
- Planters - 8 x 8 in.
- Chairs - 20 x 20 in.
- Ashtrays - 10 x 10 in.

9.5 ft. window to street
RESOLUTION #12-53

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

__________________________________
Michael J. Walsh, Mayor

ATTEST:

__________________________________
Vicki L. Scray, Deputy Clerk

Ayes:_______

Nays:_______
Document Number

GRANT OF UTILITY EASEMENT

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

Legal Description

All that part of the Grantor's property located in part of Lot 1, Volume 46, Certified Survey Maps, Page 165 being part of Private Claim 28, East Side of Fox River, lying 15.00 feet on each side (30.00 feet total width) of the easement reference line described below.

Commencing at Brown County ID Point 30N17.2; thence S64°06'25"E. 436.49 feet along a line connecting Brown County ID Point 30N17.2 and Brown County ID Point 30P18.1; thence N56°26'41"E, 97.33 feet along the west right of way of North Broadway (aka STH '57) to said reference line; the POINT OF BEGINNING; thence N67°35'50"W, 36.14 feet along said reference line; thence N64°35'39"W, 349.03 feet along said reference line; thence S85°04'01"W, 50.00 feet along said reference line; thence N57°55'39"W, 87.27 feet along said reference line to the Point of Termination.

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

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

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

Grantee hereby agrees to restore all property disturbed by its activities in use of the easement to the condition existing prior to the disturbance.

This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

Signed this __________ day of ____________________, 2012.

By:

CROW'S NEST, LLC

Name:

Title:

Name:

Title:

City of Wisconsin
County

On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

This document was drafted by Judith Schmidt-Lehman.


Exhibit 1
RESOLUTION #12-54

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

________________________
Michael J. Walsh, Mayor

ATTEST:

________________________
Vicki L. Scray, Deputy Clerk

Ayes:_______
Nays:_______
GRANT OF EASEMENT FOR HIGHWAY PURPOSES

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

Legal Description
Commencing at Brown County ID Point 36N17.3;

thence S64°08'25"E, 1166.32 feet along a line connecting Brown County ID Point 36N17.2 and Brown County ID Point 36P18.1;

thence N28°02'40"E, 130.83 feet to the northernly right of way of Lewlon Place, the POINT OF BEGINNING;

thence continuing N28°02'40"E, 35.00 feet;

thence N83°57'20"W, 112.60 feet;

thence S28°02'40"W, 35.00 feet to the south line of lands described in Document #2518758 and along said northernly right of way extended westerly;

thence S83°57'30"E, 112.80 feet along said south line and said northernly right of way to the Point of Beginning.

As shown and dimensioned on the attached Exhibit A.

Said parcel (highway easement) contains 3,948 sq.ft. or 0.001 acres more or less.

Grantee hereby agrees to restore all property disturbed by its activities in use of the easement to the condition existing prior to the disturbance.

This Easement is binding upon and shall beure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

Signed this __________ day of ______________________ 2012.

By:

THE PREMONSTRATENSIAN FATHERS

Print Name:
Title:

Print Name:
Title:

State of Wisconsin
County

On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

Exhibit 1
RESOLUTION #12-55

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
WITH RETTLER CORPORATION
(Comprehensive Park and Outdoor Recreation Plan Update)

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Vicki L. Scray, Deputy Clerk

Ayes: 
Nays: 

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

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

WITNESSETH

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

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

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

II. SCOPE OF CONSULTING SERVICES

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

B. City shall provide the Consultant with information and items described in Exhibit A.

III. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

Exhibit 1
IV. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

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

V. CONFIDENTIALITY OF INFORMATION

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

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

VII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation in the amount not to exceed $12,780 payable in a lump sum at the conclusion of the project. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 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.

VIII. RESPONSIBILITY OF CONSULTANT

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

IX. INSURANCE

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

A. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage to a total of not less than $2,000,000.

B. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $600,000.

C. Statutory workers compensation and employers’ liability insurance as required by the state having jurisdiction.
D. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total consultant’s fee on the project, whichever is greater.

X. ALLOCATION OF RISKS

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

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

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

XI. SUBCONTRACTS

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

XII. ASSIGNMENT

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

XIII. INTEGRATION

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

XIV. JURISDICTION

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

XV. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen 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 XVI.

XVI. TERMINATION OF WORK

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

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

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

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

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

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

XVIII. NOTICES

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

If to City:                      With a copy to:

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

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

If to Consultant:  With a copy to:

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

Rettler Corporation Agreement
Page 6 of 7
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

RETTLER CORPORATION
By:

______________________________
Rick H. Rettler, President

Print Name:____________________
Title:__________________________

CITY OF DE PERE
By:

______________________________
Michael J. Walsh, Mayor

______________________________
Vicki L. Scray, Deputy Clerk
REQUEST FOR PROPOSAL
COMPREHENSIVE PARK AND OUTDOOR RECREATION PLAN – UPDATE
CITY OF DE PERE

Summary

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

Request for Proposal Criteria

Interested consultants should include the following information (but not limited to) in the
proposal to the City.
1. Firm qualifications and experience
2. Staff qualifications, experience and availability
3. Contact person, address, phone number and e-mail
4. List five references
5. List five similar projects with contact information
6. Proposed timeline for project
7. Proposed number of meetings (public meeting(s), presentation(s) to Board of Park
   Commissioners, and/or meeting(s) with City staff
8. Demonstrate understanding of project
9. Examples and explanation of mapping products
10. Total cost of completed plan

Selection and Approval Process

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

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

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

20. Meetings/Public Input
   a. Regular meetings shall be conducted with the consultant and staff liaison
   b. A minimum of two public input meetings shall be conducted, and one survey to user groups shall be implemented.

21. Plan review
   a. The plan shall be reviewed on a regular basis with staff during the process.
   b. A draft plan shall be sent to the Board of Park Commissioners for review prior to finalizing. (This shall be done by providing the City one digital copy.)
   c. Final plan shall be presented to the Board of Park Commissioners for approval and to the City Council for approval. (This shall be done by providing the City being provided one digital copy.)

22. Final Plan requirements/submittal
   a. Shall include City resolution and signatures
   b. One digital copy (compatible with City software) to the City
   c. Thirty (30) colored hard copies submitted to the City

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

1. Review trail corridor concept with surrounding communities.
   a. Preserve and Southwest Park
   b. South Bridge to Fox River Trail and East River Trail

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

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

Projected time to complete this project is 90 days from the date the contract is signed.
Now is the time to take a closer look at Rettler Corporation.

Exhibit B
March 2, 2012

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

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

Dear Mr. Kosobucki:

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

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

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

1. Our firm was the author of the 2007 Comprehensive Outdoor Recreation Plan for the City De Pere. Our intimate knowledge of the existing plan and awareness of specific items regarding current user groups, park facilities, identified needs and requirements of the park system allows our firm to be a qualified partner in developing the updated plan.

2. We have successfully completed similar plan updates for other Wisconsin municipalities; including City of Oshkosh, City of Superior, City of Oconto, City of Onalaska, Village of Little Chute, Village of Ashwaubenon, etc.
3. For over 20 years we have developed park and recreation planning and engineering services within the Fox Valley area. Our proven experience provides an understanding of real construction issues, site construction and maintenance budgets, and strategies for developing creative and accurate capital improvement plans.

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

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

Sincerely,

Jeff Bahling, RLA, ASLA
Senior Landscape Architect
Table of Contents

Rettler Corporate Profile

- Firm Qualifications and Experience
- Firm History
- Staff Qualifications and Experience
- Key Personnel Resumes
- Contact Person
- Previous Experience
- References and Similar Projects

Project Timeline

Scope of Work

- Proposed Meetings
- Understanding of Project
- Examples and Explanations of Mapping Products

Compensation for Services

Office:
3317 Business Park Drive
Stevens Point, WI 54482
Phone: 715-341-2633
Fax: 715-341-0431
Firm History

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

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

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

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

Jeff Bahling, Senior Landscape Architect

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

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

AREAS OF EXPERTISE
Project Management
Site Design/Master Planning
Construction Management
Construction Observation

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

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

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

Rick Rettler, President

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

PROFESSIONAL AFFILIATIONS AND MEMBERSHIPS
Vice Chairman, State Examining Board for Landscape Architects
American Society of Landscape Architects Member
Wisconsin Society of Landscape Architects Member
Recognition Award for Public Service American Society of Landscape Architects
USTC & TBA - Past-President
Portage County Community Enhancement Steering Committee
Portage County Business Council
Plover Area Business Association
Community Image Enhancement Committee
YMCA Board of Directors
St. Michael’s Hospital Foundation Board of Directors

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

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

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

John V. Kneer, Landscape Architect

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

PROFESSIONAL AFFILIATIONS AND MEMBERSHIPS
American Society of Landscape Architects
WI Society of Landscape Architects
IL Society of Landscape Architects
Council of Landscape Architectural Registration Boards

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

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

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

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

Rick Zahn, Civil Engineer

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

PROFESSIONAL AFFILIATIONS & MEMBERSHIPS
National Society of Professional Engineers
Portage County Business Council Partners in Education Committee
Rotary International

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

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

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

Mr. Zahn has prepared a variety of stand-alone civil design projects including K-12, University and Technical College facilities, landfills, roadways, storm water facilities, dams, potable water supply, treatment, storage and distribution facilities. Mr. Zahn has served as construction contract administrator on facility, utility and transportation projects ranging from $1 to $15 million in construction value. He has served as Discipline Manager for Construction Services, establishing technical standards and policy for a group of over 200 construction engineering professionals within a large consulting firm.
Jeff Bahling, RLA
Senior Landscape Architect
(715)341-2633
jbahling@rettler.com

Personnel Assigned to Project

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

Rettler Corporations approach to planning and development of a project is a “team effort”. The following chart provides a list of critical team members, which includes the City of De Pere as key member of the team. Rettler values the Owner as a key team member and while not expecting the Owner to do our job, we do involve the Owner in the process and ensure that the Owner has the input and decision making ability at crucial times during the development process to provide a successful project for the community.
<table>
<thead>
<tr>
<th>Owner</th>
<th>City of Oshkosh</th>
<th>Owner</th>
<th>Town of Ledgeview</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project</td>
<td>Comprehensive Outdoor Recreation Plan</td>
<td>Project</td>
<td>Ledgeview Park, Scray Hill</td>
</tr>
<tr>
<td>Contact</td>
<td>Ray Maurer</td>
<td>Contact</td>
<td>Mark Olsen, KL</td>
</tr>
<tr>
<td>Address</td>
<td>805 Witzel Ave</td>
<td>Address</td>
<td>1330 Bellevue Street</td>
</tr>
<tr>
<td></td>
<td>Oshkosh, WI</td>
<td></td>
<td>Green Bay, WI 54308</td>
</tr>
<tr>
<td>Telephone</td>
<td>(902)-236-5080</td>
<td>Telephone</td>
<td>(920)-468-2536</td>
</tr>
<tr>
<td>Key Personnel</td>
<td>Jeff Bahling</td>
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<td>Rick Rettler, Jeff Bahling, John Kneeer</td>
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<tr>
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<th>City of Superior</th>
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<tr>
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<td>Master Park Plan</td>
<td>Project</td>
<td>Comprehensive Outdoor Recreation Plan, Van Lieshout Park</td>
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<tr>
<td>Contact</td>
<td>Mary Morgan, Parks &amp; Recreation Administrator</td>
<td>Contact</td>
<td>Tom Flick</td>
</tr>
<tr>
<td>Address</td>
<td>1315 N. 14th Street, #250</td>
<td>Address</td>
<td>1940 Buchanan Street</td>
</tr>
<tr>
<td></td>
<td>Superior, WI 54880</td>
<td></td>
<td>Wausau, WI 54403</td>
</tr>
<tr>
<td>Telephone</td>
<td>(715)395-7270</td>
<td>Telephone</td>
<td>(920)-788-7390</td>
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<th>Owner</th>
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<td>Project</td>
<td>Wausau River Trail, Brockmeyer Park</td>
</tr>
<tr>
<td>Contact</td>
<td>Dave Meffs</td>
<td>Contact</td>
<td>Peter Knotek</td>
</tr>
<tr>
<td>Address</td>
<td>811 North Dakota Avenue</td>
<td>Address</td>
<td>212 River Drive, Suite 2</td>
</tr>
<tr>
<td></td>
<td>New Richmond, WI 54017</td>
<td></td>
<td>Wausau, WI 54403</td>
</tr>
<tr>
<td>Telephone</td>
<td>(715) 243-0440</td>
<td>Telephone</td>
<td>(715) 261-1550</td>
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<td>Contact</td>
<td>John Bosletct</td>
<td>Contact</td>
<td>Providence Park, Summit Park, Northside Parks</td>
</tr>
<tr>
<td>Address</td>
<td>1210 Main Street</td>
<td>Address</td>
<td>1819 Witzke Boulevard</td>
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<tr>
<td></td>
<td>Oconto, WI 54153</td>
<td></td>
<td>Appleton, WI 54911</td>
</tr>
<tr>
<td>Telephone</td>
<td>(920)834-7706</td>
<td>Telephone</td>
<td>(920) 832-5572</td>
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<td>Rick Rettler, Jeff Bahling</td>
<td>Key Personnel</td>
<td>Rick Rettler, Jeff Bahling, John Kneeer</td>
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City of De Pere
Comprehensive Park and Outdoor Recreation Plan Update

Project Timeline:
Approximately 90 days from the date of signed contract.

APRIL

Project Planning/Data Gathering

MAY

Update the Park and Recreation Plan

JUNE

Capitol Development Plan

Attendance at Park Board and City Council Meetings

Final Updated Comprehensive Park and Outdoor Recreation Plan
Scope of Services

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

1. Update the 2007 Comprehensive Park and Outdoor Recreation Plan.

2. Re-evaluate Park and Recreation needs on a case by case basis.

3. Identify future goals, improvements, and expansions of the De Pere Park, Recreation and Forestry System.

PROJECT APPROACH

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

Task 1 Project Planning

A. Kick-off Meeting
   Conduct a preliminary project meeting with all team members to define the final project scope and identify the split of duties between the City staff and Consultant staff.

B. Prepare a detailed project plan; identify tasks, responsibilities, deliverables and budget. The project plan will be based on the proposed project approach.

C. Establish a project timeline; (see preliminary timeline enclosed), identify start and completion dates of all major project phases.

Task 2 Update the Park and Recreation Plan

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

City of De Pere
Regional Municipal Comprehensive Plans within Brown County.

B. Prepare base mapping of the City Park and Open Space assets and identify the location and establish the functional classification of all existing City Parks.
   - Utilize existing digital mapping provided in 2007 Plan.
   - Utilize City of De Pere GIS CADD Engineering Department for all base mapping.
   - Utilize Rettler Corporation “as-built” plans for parks previously developed (Southwest Park, School District (East/West), St. Norbert College, plan developments.)

C. Review and consider general area/issues identified in RFP and per WDNR and NPRA plan guidelines.
   - Goals and Objectives
   - Community Profile
   - Park Type Criteria and terminology
   - Park Land Requirements
   - Park and Open Space Matrix
   - Park and Open Space location map.
   - Facility Evaluation and Inventory of facilities
   - Green Space Analysis (to include regional comparison, evaluation to national standards, recommendations for future park land, current service area map, recommended service area map with new park locations, map indicating location of recommended acquisition of park land and type of park)
   - Needs Assessment and Summary
   - Review needs of various user groups and/or special interest groups.
   - Aerial maps of each park.
   - American Disabilities Act (general statement of public facilities meeting requirements)
   - Summary identifying all recommendations and costs.
   - Consistency with local, regional and state plans.
   - Review regional and/or Green Bay area needs.
     - Planning needs
     - Regional sports complex
     - Shared facilities
     - Explore comprehensive use needs for greater Green Bay area.
   - Review needs of various user groups and or special interest groups
   - Review growth area and needs
   - Review and update capital improvement projects to meet growth and/or project demand
• Review and utilize work completed by Park and Recreation Staff.
• Provide input based on currently bid park projects within Northeastern Wisconsin.
• Provide ranking of improvements based on immediate (1-5 years), mid range (5-10 years) and future (beyond 10 years).
  • Identify private and/or public funding methods.

D. Include review and incorporation of identified issues and items into the updated plan.
• Review trail corridor concept with surrounding communities
  • Preserve and Southwest Park – trail continuation north towards Humana/south to Lawrence.
  • South Bridge to Fox River Trail and East River Trail – connection into Rockland and Ledgeview.
• Review sharing of facilities (existing and proposed)
  • School Districts
  • St. Norbert College
  • Surrounding townships – Lawrence, Ledgeview, Rockland, etc.
  • Private Sector – Humana leased space, Thilmany Papers - open space and Fox River access.
• Review future development and cooperation of fairground facilities
  • Review agreements in place with Brown County.
  • Review future land development and City Owned property requirements and City expectations.
• Review the impact of the Fox River locks system to the community
  • Review opportunities for upper and lower Fox River facilities.
  • Communicate with Fox River Navigational System Authority as required.
• Review park dedication policy (Baker Tilly)
  • Review current ordinance and fee structure.
  • Review land dedication.
  • Review all with current state legislation.
• Review future development of Southwest Park.
  • Amenities, facilities, costs, timeline.
• Review property acquisition for future needs
  • Trail system lands along Ashwaubenon Creek.
  • Access to East River Park area and or Trail.
  • Land needed to meet community needs. Written survey for needs assessment of park users if applicable.
• Tabulate City – wide park and open space needs by park location.
• Identify and tabulate facility deficiencies by park location and type.
• Review Community Center facility for future growth
  • Review recreational needs and possible building and site additions and or redevelopment.
• Review Urban Forestry concepts to preserve ecological system in the community.
  • Establish direction and community commitment to urban forestry.
• Review community swimming pools
  • Review updates to facilities.

E. Review the acquired information and data, and preliminary conceptual plans with City staff, and selected user groups if appropriate.

F. Prepare a preliminary draft of the City of De Pere Comprehensive Park and Outdoor Recreation Plan based on the needs assessment, conceptual plans and public input.

G. Review the preliminary draft with the Project Team, Park Board, and City Council.

H. Finalize the City of De Pere Park and Recreation Plan.

Task 3  Capital Improvement Plan /Facility Cost Development

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

C. Modify the plan based on Project team input.

D. Finalize the capital improvement plan and provide in spreadsheet format to the Owner.

Task 4  Project Team

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

City of De Pere

Identified City Staff Member

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

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

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

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

**KEY RESPONSIBILITIES:**
- Assist in Comprehensive Park and Outdoor Recreation Plan.
- Review process and oversee project implementation.
- Attend public meetings to assist in discussions, and input.
- Develop client workshops.
Landscape Architect,
John Kneer, RLA, ASLA, Rettler Corporation

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

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

KEY RESPONSIBILITIES:
- Assist in developing cost estimates for proposed parkland infrastructure.

Impact Fee Consultant
Vicki Hellenbrand, Baker Tilly

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

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

A. Meet periodically, throughout the planning process, to meet with City Staff and project team members to review findings, plan components, and update schedule.

B. Assist in Public meetings, minimum of two (2); including need gathering sessions, review of draft plan document, and final document.

C. Provide User Group meeting to develop comprehensive understanding of the need requirements for current users of the community.

D. Prepare presentation to Park Board and City Council to present open space plan for approval.

E. Attend six (6) meetings for project. Additional meetings will be on a time and material basis.

City of De Pere
Task 6  Updated Comprehensive Park and Outdoor Recreation Plan

A. Plan Review
   1. The plan shall be reviewed on a regular basis with staff during the planning process.

B. Provide 10 bound copies, and 1 digital copy, of preliminary draft of plan for review and comment by City Staff, Board of Park Commissioners, etc.

C. Final Plan requirements
   1. Obtain Resolution with signatures from City Council
   2. Provide 30 colored hard copies of final plan document.
   3. Provide plan document, drawings, text and all deliverables in digital format compatible with City of De Pere programs.
Plan / Mapping examples

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

Park Inventory / Location Maps
- Oshkosh CORP 2011
- Onalaska CORP 2010
- Superior CORP 2011

Park Service Area Maps
- De Pere CORP 2007
- Oshkosh CORP 2011
  - Park service area
  - Park acquisition map
  - Little Chute CORP 2008

Needs Assessment Survey Summary
- Oshkosh CORP 2011
  - User group Summary results
  - User Group Survey

Capital Improvement Mapping / Cost Development budgets
- Oconto CORP 2011
  - City Park Plan, Oconto, WI, plan development w/ associated description and costs.
- Oshkosh CORP 2011
  - Westhaven Park, Oshkosh, WI, Plan development w/ associated descriptions and costs.

Aerial Maps
- Oshkosh CORP 2011, Red Arrow Park, site aerial
- Superior, CORP 2011, Central Park, site aerial
- Oconto, CORP 2011, Breakwater Park, Site aerial
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<th>Survey Questions</th>
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<td><strong>What parks/facilities does your group use?</strong></td>
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<td><strong>How many events per season does your group host?</strong></td>
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<td><strong>What is the approximate number of participants?</strong></td>
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<tr>
<td><strong>What field, facility or area shortages do you currently face?</strong></td>
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<tr>
<td><strong>List the size and total number of fields, facilities or areas that would address shortfalls faced by your group.</strong></td>
</tr>
<tr>
<td><strong>List the amenities your group would like incorporated into your facility.</strong></td>
</tr>
</tbody>
</table>

| Oshkosh United Soccer Club (Mike James) | Winnebago County Park | 1 Tournament | 12-1,500 | United Soccer does not own any goals, but does work with OYSC in purchasing nets for goals and coordinating fields. Our long term goal is to get a soccer complex similar to Eau Claire’s complex. Being able to manage our own facilities/fields would provide much nicer fields. All city and county fields are dangerous with holes and dug up areas on the field from overuse. | Ideally if we had four (4) fields with two (2) practice fields. Two (2) fields at 50’ x 80’; one (1) field at 60’ x 80’; one (1) field at 100’ x 120’; one (1) practice field 50’x 80’ and one (1) practice field 100’x 120’. | Lighting, irrigation, fencing, bleachers, restrooms and concessions. This would be ideal, but realistically bleachers on one side would work and lighting would be nice, but not necessary. |

| Oshkosh Tennis and Recreation Department (William Van Lieshout) | Menominee Park, South Park, Westhaven Circle Techmiller Park, Jackson Street Courts, Oshkosh North and Oshkosh West | N/A | N/A | Menominee Park Courts should be resurfaced. This is the signature park of the City. They are getting dangerous. Jackson Field (Schumeth Field) Courts are School District property and they are dangerous as well. | Approximately five (5) tennis courts. | Storage area at Menominee Park. |

| Oshkosh Ambassadors/ Tri County League (Jerry Diemel) | Reetz North and South; Menominee #1 and #8 | OA – 1 Senior Tournament in August | 450 | Lost Menominee Park#8 temporarily. Menominee Park #1 has no facility, no outfield homerun fence, no bathrooms, no dugout, not enough bleachers & lighting. There is a lack of good play surface in the outfield. | Need one (1) softball area field with fencing and lights and good infield and outfield with dugouts. | Irrigation, under-drain, fencing, bleachers and restrooms. Menominee Parks #1 and #4 have no restrooms or concessions. Reetz North and South outfields have no drainage. |
| **Oshkosh Youth Softball**  
| (Ruth Tritt) | Stevens Park, Reetz Diamonds and Menominee Parks #1 and #4 | 2 | 300 | Softball diamonds in good shape. | Softball fields. | Team benches at Stevens Park (if not already there). |
| **Oshkosh Yacht Club**  
| (Teri Karrel) | Lawn area for tent. Parking and launching areas for regattas. | 0-3 | 50-300 (Varies) | We run regattas during the summer and need to be able to launch the sail boats and park cars and boats on land in between races. | Boat launches and boat docks. We rent tents for registration and meetings during regattas. It is usually set up next to the launching area. Depending on the size of the regatta determines how big the tent will be. We have occupied all the launch areas for hours during the events. It depends on how big the regatta is and how many participants there are. We rent port-a-potties and trash bins. **We hire security people to watch our sail boats, so they are not vandalized during the evening and night hours.** | Lighting, fencing and restrooms. |
| **Celebration of Lights**  
| (Karen Fredrick) | Menominee Park | 1 (40 nights) | 10,000 | Set up space (currently using the block building) and electrical. | N/A | Electrical needed in bathroom area. **COL would love to partner with the City to update facility.** |
| **Oshkosh Recreation Department**  
| (Al Wenig) | Polock Pool and all adult softball fields | We staff the Polock Pool in the summer and use the softball fields from April – October. | 3,041 | There is a need for an optional adult softball field. Preferably Menominee Park #8 may be developed into a lighted field and become a part of the Reetz Complex. Also, there is a shortage of a youth football field and a quality youth baseball complex. | One (1) 300' Adult Softball Field. Three (3) 200' x 250' Youth Baseball/Softball Fields and One to two (1-2) 100 yard football field(s). | Lighting, fencing, bleachers, restrooms and concessions. **The restrooms and concessions request would apply to the development of a football field.** |
| **Oshkosh Chamber of Commerce**  
| (John Casper) | Leach Amphitheater | N/A | 40,000 – 50,000 | N/A | N/A |
| **Oshkosh Boat Club**  
| (Jim Sitter) | Menominee Park, Riverside Park and Rainbow Park | 16 (4-6 at Oshkosh Parks) | 20-40 | Shelter reservations – we have a need for a shelter at Menominee, Riverside or Rainbow that may be already available. | Shelters near safe docking areas. **Usually only one is available.** | Sometime when there is a docking facility with shore power, there may be a need for a
<table>
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<th>Facilities and Locations</th>
<th>Usage Notes</th>
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<tr>
<td>Oshkosh Jaycees</td>
<td>South Park and Leach Amphitheater</td>
<td>4-5</td>
<td>N/A</td>
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<tr>
<td>(Heather Bartel)</td>
<td>20 (Small Events) 1,000 (Large Events)</td>
<td>We haven't had a problem with this.</td>
<td>N/A</td>
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<tr>
<td>Oshkosh West Softball/Fast Club of Oshkosh (John Kloean)</td>
<td>Oshkosh West, Oshkosh North, Menominee Park with Reetz Fields</td>
<td>2 Major events, 4 leagues 400</td>
<td>At least four (4) 200' Softball Fields.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>We really need league diamonds with a concession stand to be self-sufficient. It would also relax the usage of the high school diamonds.</td>
<td>Lighting, irrigation, underdrain, fencing, bleachers, restrooms and concessions.</td>
</tr>
<tr>
<td>Oshkosh Fast Club (Kim Bluhm)</td>
<td>High School Softball Diamonds, 6th &amp; Idaho, Menominee Park – Reetz Fields 1</td>
<td>Approximately 24 games, plus 2 weekend tournaments. 300</td>
<td>Six (6) 200' Softball Fields.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Use of ball diamonds is tight for both games and practice.</td>
<td>Lighting, fencing, bleachers, restrooms, concessions and temporary fencing.</td>
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City of Oshkosh
Comprehensive Outdoor Recreation Plan
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<tr>
<th>Club Name</th>
<th>Location and Park Details</th>
<th>Membership or Frequency</th>
<th>Capacity or Duration</th>
<th>Notes</th>
<th>Amenities</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Oshkosh Youth Soccer Club</strong> (Leslie Burns)</td>
<td>Menominee Park, Miller’s Bay, Westhaven Park and Congress Park Games nightly from May – July</td>
<td>1,700</td>
<td>Congress Park rarely gets mowed, so we aren’t scheduling games there. We could really use this field if it was mowed regularly. Menominee Park has some very low spots that collect water and make games there difficult.</td>
<td>Two (2) 60' x 100' Soccer Fields, three (3) 80' x 120' Soccer Fields and 200' x 300' Open Practice Space.</td>
<td>Restrooms.</td>
</tr>
<tr>
<td><strong>Otter Street Fishing Club</strong> (Scott Engel)</td>
<td>Menominee Park (Miller’s Bay Area)</td>
<td>3</td>
<td>400 – 2,000</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td><strong>Oshkosh Rotary Southwest</strong> (Kris Villars)</td>
<td>Menominee Park and any of the boat launching areas. Our Club is also very involved with Celebration of Lights as volunteers for set-up, etc. Battle on Bago is another one of our fundraising events. We are also involved with the Tower Project. We are looking to have a summer meeting possibly this year or next year during the week.</td>
<td>1-2</td>
<td>1,500 – 3,000 (Bago) 100 (Meetings)</td>
<td>Due to the ice conditions this year for Battle on Bago we utilized the parking lot, so the parking for the event was challenging.</td>
<td>N/A Lighting and restrooms.</td>
</tr>
<tr>
<td><strong>Oshkosh Community YMCA</strong> (Paul Trebiatowski)</td>
<td>Oshkosh North Tennis Courts</td>
<td>10+</td>
<td>100</td>
<td>No bank of tennis courts on west side of town. Lack of quality practice space for football and soccer teams.</td>
<td>Six (6) open practice areas and eight (8) tennis courts. Lighting, bleachers, restrooms and concessions.</td>
</tr>
</tbody>
</table>
City of Oshkosh
Comprehensive Outdoor Recreation Plan
User Group / Stakeholder Needs Assessment Survey

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

1. Name: __________________________

2. Address: __________________________

3. Phone Number: __________________________ Email: __________________________

4. Group you are representing: __________________________

5. What Parks/Facilities does your group use? __________________________________________________________
_________________________________________________________________________
_________________________________________________________________________

Number of fields or areas used: __________________________________________________

6. How many events per season does your group host? __________________________________________________

7. What is the approximate number of participants? __________________________________________________

8. What field, facility or area shortages do you currently face? _____________________________________________
________________________________________________________________________
________________________________________________________________________

9. Please list the size and total number of fields, facilities or areas that would address shortfalls faced by your group (i.e. (2) 200’ Softball Fields, (3) 225’ x 360’ Soccer Fields, 100’ x 100’ Open Practice Area, (2) 225’ x 360’ Football Fields, fishing piers, boat launches, boat docks, shelters, etc.)
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

10. Our community may not provide space for all requests, therefore, list the minimum number of fields and what field size to address your most urgent shortfalls.
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
11. Please list the amenities your group would like incorporated into your facility.

☐ Lighting  ☐ Fencing  ☐ Restrooms
☐ Irrigation  ☐ Bleachers  ☐ Concessions

Additional Comments:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

12. What is your estimated seating need per field?

__________________________________________________________________________

13. What is the approximate number of parking spaces your group needs per event?

__________________________________________________________________________

__________________________________________________________________________

14. This project will require donations and outside financial assistance in order for development to move forward. Would your group be willing to financially contribute funds towards working on pieces of the Master Plan every year?

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

15. Additional comments:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

Please return this form by April 15, 2011 to:

City of Oshkosh
Contact: Ray Maurer
805 Witzel Avenue
Oshkosh, WI 54903
Phone: 920-236-5080
Fax: 920-232-5316
Email: rmaurer@ci.oshkosh.wi.us

City of Oshkosh
Comprehensive Outdoor Recreation Plan

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Proposals

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

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

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

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

Individual Park Recommendations and Concepts

City Park

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

City Park: Community Park – 24.10 Acres

Proposed Features: New site furnishings, site lighting, restore historic shelter, update volleyball courts, provide shade structure, expand swim area, replace play equipment and provide poured in place surface, perimeter walk, parking lot improvements, walking paths, update changing room and provide plantings and fencing.
<table>
<thead>
<tr>
<th>Site Name</th>
<th>Proposed Development</th>
<th>Development Cost</th>
<th>Priority</th>
</tr>
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<tbody>
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<tr>
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<td>Expanded Beach</td>
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</table>
|                 | Play Equipment and Poured in Place Surface    | Play Equipment: $35,000  
Poured in Place Play Surface: $65,000 | Low      |
|                 | Perimeter Walk with Drainage                  | $18,000          | Medium   |
|                 | Parking Lot Improvements                      | $58,500          | Medium   |
|                 | Walking Paths-Conc.                           | $60,000          | High     |
|                 | Changing Room Improvements                    | $30,000          | High     |
|                 | Plantings & Fence                            | $5,000           | Medium   |
|                 | Tree Plantings                               | $5,000           | Low      |
|                 | Landscaping Rock                             | $7,500           | High     |
|                 | Campsite Expansion                            | $65,000          | Medium   |
| **Total**       |                                               | **$665,000.00**  |          |
**Westhaven Circle Park**

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

**Westhaven Circle Park:** Neighborhood Park – 6.59 Acres

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

<table>
<thead>
<tr>
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<tr>
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<td>Accessible Route</td>
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<tr>
<td></td>
<td>Perimeter Walk with Drainage</td>
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<td></td>
<td>Ball Field Improvements</td>
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<td>High</td>
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<tr>
<td></td>
<td>Overlay Basketball Court</td>
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<tr>
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<tr>
<td></td>
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<td>Pathways</td>
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<tr>
<td></td>
<td>Splash Pad</td>
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<tr>
<td></td>
<td>Wood Fiber Mulch</td>
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</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$596,500</strong></td>
<td></td>
</tr>
</tbody>
</table>
Section VIII: Recommendations

**Westhaven Circle Park**

- Install energy efficient lighting.
- Provide accessible route to playground structure.
- Provide perimeter walk with drainage at play area.
- Provide ball field improvements such as bleachers, player’s benches, outfield fence and backstop.
- Redevelop (overlay bituminous) existing basketball court.
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**Westhaven Circle Park**: Neighborhood Park – 6.59 Acres

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

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<td>Overlay Basketball Court</td>
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<td>Shelter Restoration</td>
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<td></td>
<td>Play Equipment and Poured in Place Play Surface</td>
<td>Play Equipment: $45,000  Poured in Place Play Surface: $45,000</td>
<td>Medium</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$596,500</strong></td>
<td></td>
</tr>
</tbody>
</table>

City of Oshkosh

Comprehensive Outdoor Recreation Plan
FEE SCHEDULE AND CONTRACT AGREEMENT

FEE SCHEDULE

A. Schedule of Not to Exceed Payment

Comprehensive Outdoor Recreation Plan Update

.................................................. $12,780.00

CONTRACT AGREEMENT

A. This contract shall remain firm for a period of ninety (90) days after the contract date below as signed by Rettler Corporation. The proposal may be withdrawn after this time.

Rettler Corporation

______________________________  _______________________
Rick H. Rettler                  Date
President

City of De Pere

______________________________  _______________________
Marty J. Kosobucki              Date
Director of Parks, Recreation & Forestry
RESOLUTION #12-56

AUTHORIZING AGREEMENT WITH NEW CELL, INC.

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

________________________
Michael J. Walsh, Mayor

ATTEST:

________________________
Vicki L. Scray, Deputy Clerk

Ayes:_______
Nays:_______
WIRELESS TELECOMMUNICATIONS EQUIPMENT
AND SERVICE AGREEMENT

This Wireless Telecommunications Equipment and Service Agreement (hereinafter, the “Agreement”) is made, entered into, and effective this day of 2011, by and between New Cell, Inc., a Wisconsin corporation (doing business as and hereinafter referred to as “Cellcom”), and City of De Pere, (hereinafter, “Customer”).

Provision Of Telecommunications Services and Related Equipment

1.A. Services. Cellcom shall make available to Customer, its employees, representatives and other designees, an unlimited number of service accounts (hereinafter, an “Account” or “Accounts”) through which Cellcom shall provide wireless telecommunications services. As a condition to Cellcom’s offer to provide services and equipment identified herein at the rates and charges identified below, Customer shall maintain a minimum of 24 Accounts on rate plans identified in Exhibit A at all times during the Term of this Agreement. In addition, Customer shall execute a Master Service Agreement in the form attached as Exhibit B; and this Master Service Agreement shall also govern the availability of the services on each Account. Finally, the parties agree that Exhibit C modifies the provisions of this Agreement, Exhibit A and Exhibit B.

1.B. Additional Features. Customer may add additional features to any or all Accounts, with the additional charges for such additional features set forth on Exhibit A.

1.C. Account Allowance. Customer shall receive an account allowance of up to a $100 per handset to be applied towards its acquisition of handsets, phone accessories, monthly access fees, and minutes of use purchased through a Cellcom direct sales representative during the Initial Term of this Agreement. If it is in the better interest of the customer, Cellcom will also allow a 50% discount off of the promotional price of all advanced devices instead of the above account allowance.

1.D. Employee Discount Plan. Cellcom will make available to employees of Customer wireless telecommunications services upon the terms and conditions of Cellcom’s then-current Employee Discount Plan. All employees are eligible to apply for the benefits provided pursuant to this paragraph upon the execution of Cellcom’s Service Agreement, provided that such employee is a new Cellcom subscriber and that the home address of the employee is within the Cellcom Service Area. The employee must agree to be and remain financially responsible for all charges incurred pursuant to such Service Agreement. Cellcom reserves the sole and exclusive right to limit, deny, or terminate service to any applicant or employee hereunder. Cellcom may terminate these benefits for any employee who, during the term of this Agreement, ceases to be an employee of Customer. In addition, Cellcom may terminate these benefits upon the expiration or termination of this Agreement.

Rates and Charges

2.A. Monthly Service Charges. Each Account maintained by Customer pursuant to this Agreement shall incur a monthly service charge as identified in Exhibit A.

2.B. Additional Air Time and Roaming Charges. Each Account maintained by Customer pursuant to this Agreement shall include the allotment of “free” air time for use in the “home” area as set forth in Exhibit A. Customer shall incur an additional charge for each minute of air time utilized in excess of such allotment for each Account, with each Account considered individually for these purposes. Additionally, Customer shall incur additional roaming charges per minute for each minute of air time utilized outside the “home” area identified in Exhibit A.

2.C. Payment. Cellcom shall invoice Customer for the aggregated total of the monthly service, additional air time, roaming charges and additional equipment expenses incurred by all Accounts maintained by Customer pursuant to this Agreement; and Customer shall pay each such invoice within thirty (30) days of receipt of each invoice. Unpaid invoices shall accrue interest at the monthly rate of 1½%, or the highest amount allowed by law, whichever is lower.

Exhibit 1
Term, Renewal and Termination

3.A. Initial Term. The Initial Term of this Agreement shall be 2 years, commencing on the date first written above and ending on the 2nd anniversary thereof.

3.B. Renewal Terms. Upon the expiration of the Initial Term, Customer may renew this Agreement for one consecutive two-year Renewal Term(s) by providing to Cellcom written notice of its intent to renew this Agreement no later than sixty (60) days prior to the end of the Initial Term or the then-current Renewal Term, as the case may be.

3.C. Termination. This Agreement may be terminated prior to the end of the Initial or then-current Renewal Term as follows:

3.C.1. Automatic Termination. This Agreement will automatically terminate if either party: (a) makes an assignment for the benefit of the creditors; or (b) becomes a party to any receivership, bankruptcy, or similar proceeding, and such proceedings are not dismissed within ninety (90) days of commencement.

3.C.2. Default. In the event of a material breach of this Agreement, the non-breaching party may provide written notice of the breach and may terminate this Agreement at any time after a reasonable opportunity to cure the breach. For purposes of this Agreement, a reasonable opportunity to cure is deemed to be ten (10) days for a monetary default and thirty (30) days for a non-monetary default. If the breaching party, prior to the expiration of the cure period, has cured the breach, this Agreement will remain in effect, provided the breaching party promptly reimburses the non-breaching party for any reasonable damages the non-breaching party may have incurred.

3.D. Early Termination of Accounts and Effect of Non-Renewal of Agreement.

3.D.1. Termination of Accounts. Customer may, at any time during the Term of this Agreement, terminate one or more Accounts maintained pursuant to this Agreement, while not terminating this Agreement generally, by delivering to Cellcom written notice of such termination and paying to Cellcom One Hundred Seventy-Five Dollars ($175.00) for each Account terminated below the 2-account minimum, provided that the foregoing termination fee shall be reduced proportionately based on the number of months remaining in the Term as of the date of each such Account termination. Notwithstanding any such termination of one or more Accounts, this Agreement shall remain in effect as to all other Accounts maintained by Customer; provided, however, Cellcom reserves the right to revise the amount of the account allowance provided to Customer based on the number of remaining Accounts and the remaining time left in the then-current Term.

3.D.2. Effect of Non-Renewal of Agreement. In the event Customer does not renew this Agreement for at least one Renewal Term, Customer shall pay to Cellcom One Hundred Seventy-Five Dollars ($175.00) for each Account activated within the final ninety (90) days of the Initial Term. In addition, upon the expiration of the Term, whether following an Initial Term or one or more Renewal Terms, Customer may maintain Accounts established pursuant to this Agreement on a month-to-month basis thereafter; provided, however, the terms and conditions (including rates and charges) applicable to all such Accounts shall be determined by reference to Cellcom’s then-current rate plans generally made available to the public (without regard to the terms and conditions of this Agreement).

Miscellaneous

4.A. Entire Agreement. This Agreement, together with all exhibits and other attachments and other documents referenced herein, shall constitute the entire agreement between the parties; and no term or condition contained herein or therein may be modified or waived, except in writing signed by an authorized representative of Cellcom.
4.B. **Stolen or Lost Equipment.** Customer shall immediately report all lost or stolen equipment to Cellcom and to an appropriate law enforcement authority. Customer remains responsible for paying all charges incurred on the stolen or lost equipment prior to the notification to Cellcom. Any request for credit against such charges must be in writing, accompanied by a police report verifying law enforcement notification, and must be received by Cellcom before the date when payment is due.

4.C. **Notices.** All notices permitted or required to be given under the terms of this Agreement shall be deemed to have been given when delivered personally or deposited in the United States mail, certified, postage prepaid, and addressed as follows:

If to Cellcom:

Ncw-Cell
d/b/a Cellcom
1580 Mid-Valley Drive
DePere, WI 54115

If to Customer:

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

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

**NEW CELL, INC.**

By: __________________________________________ Its __________

**CITY OF DE PERE**

By: ________________________________

    Michael J. Walsh, Mayor

By: ________________________________

    Vicki L. Scray, Deputy Clerk
Cellcom's regional government calling plan offers local municipalities a cost-effective communication solution so you can focus on what's most important—serving your community.

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

### Optional Features
- **Quick/Txt Pricing+++**
  - Outgoing Messages (per message) $0.15
  - Quick/Txt 100+ Outgoing messages $3.95
  - Quick/Txt 300+ Outgoing messages $5.95
  - Quick/Txt Unlimited (Unlimited Outgoing messages) $9.95
- **Cellcom Xtras Plan Options+++**
  - Pay As You Go $0.02
  - Data $9.95
  - Data Value Package $14.95
  - (Data, Unlimited Quick/Txt and Unlimited Pictures)
- **Picture Messaging+++** $0.25
  - Per Picture
- **Push-to-Talk Unlimited++** $9.95
- **Enhanced Voicemail** $4.95
- **MultiRing** Ring multiple phones with one number
  - $6.95
- **Nquire/411 Directory Assistance** $1.50
  - Per Call
- **Handset Protection**
  - Standard Handset Protection (1st year only) $4.99
  - Advanced, Smartphone & PDA Handset Protection $9.99
  - (Existing and new customers)
- **Call Forwarding** $0.99
- **Call Transfer** $0.99
- **Pager Outsidr** $0.99

### Included Features
- **FREE Nationwide Long Distance**
- **FREE TTY/Telecoil Support**
- **FREE Call Waiting**
- **FREE 3-Way Calling**
- **FREE Calling ID**
- **FREE Detail Billing**
- **FREE Incoming Quick/Txt Messages**
- **Telephone**

### Coverage
- **Home Area**
  - Nationwide service at $0.75 per minute

**Monthly Rate** $4.75

**Additional Airtime** $0.99

---

Cellcom, we build partnerships that deliver success.

Take advantage of great savings. Call 877-611-8078 or visit any authorized Cellcom location.
### Included Features
(on plans $26.95 or higher)

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

### Monthly Rate

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### Cellicom-to-Cellicom Minutes

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<th>750</th>
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### Domestic Incoming QuickText Messages

| UNLIMITED |

### Additional Airtime

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</tbody>
</table>

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

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

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**Important Information:** Endorsed association membership required. Affiliation discount may be rescinded if eligibility requirements are not met. An E911 compliant-CDMA phone, compatible with Cellicom's network, is required. Airtime is billed in 60 second increments. Plan minutes only apply when you are in your calling plan's designated home area. Night and weekend hours are Monday through Friday 7:00 p.m. to 6:59 a.m. and all day Saturday and Sunday. Cellicom-to-Cellicom Minutes require both customers have Cellicom service and are signaling a Cellicom tower. Calls originating and terminating in the home area are toll free. Calls originating in the home area and terminating outside the home area may be subject to long distance charges. See rates representative for details. Calls originating outside the home area are subject to roaming and long distance charges. See rates representative for details.

Cellicom reserves the right to deactivate any voice number that has not been utilized within 60 days of inactivity on any plan that has not had any messages for over 60 days. Voice Mail subscribers receive two call forwarding features at no additional charge. Minutes used during those calls are deducted from Cellicom-to-Cellicom Minutes while in the Cellicom-to-Cellicom designated area.

Cellicom reserves the right, without notice, to change rates and coverage areas that do not adversely impact the consumer. In all other situations, a notice will be given. Rates may be updated where rates apply and may not depict actual service availability or wireless coverage. Coverage areas depicted are approximate. To inquire about specific service availability in a geographical area, contact Cellicom’s Customer Service Center (888) 216-0005. Geographic terrain, weather conditions, and type of equipment may affect coverage. Cellicom reserves the right to subject technical limitations, including capacity and tower availability.

Prices do not include taxes, fees, or other charges. Taxes on monthly access, airtime, equipment, and long distance may apply. A $25 line set-up fee will be charged on all new line activations. A Regulatory and Other Recovery Fee will be charged on all rates plans. This charge is associated with the cost of administering and complying with government-imposed programs such as Wireless Number Portability, E911 (Text Broadcast), CAFA (Communication Assistance for Law Enforcement Act) and Wireless Number Portability. A $.99 Universal Service Fund Fee will be charged on all service plans. An E911 or First Call Protection fee will be charged on all service plans. The amount or range of taxes, fees and surcharges vary and are subject to change without notice. See a retail location or www.cellicom.com/fees for details. Early termination fees may apply and, if applicable, may be reduced proportionally to the remaining months of the term of the agreement.

Extended Green Bay Area Chamber of Commerce Plan 11/2009
CELLULAR TELEPHONE EQUIPMENT AND SERVICE AGREEMENT

This AGREEMENT for Cellular Telephone Service ("Service") and/or Cellular Telephone Equipment ("Equipment") is between NewCell, Inc., a Wisconsin limited liability company with a principal place of business at 15520 Valley Drive, PO Box 1072, De Pere, Wisconsin 54115 ("NewCell") and [Customer] ("Customer"). This AGREEMENT shall be effective on the date of the last page hereof (the "Effective Date").

1. EFFECTIVE DATES.

This AGREEMENT shall become effective ten (10) days after NewCell receives a copy of this AGREEMENT signed by Customer, unless NewCell, in its sole discretion, determines that the requirements of this AGREEMENT are not met. Customer's acceptance of this AGREEMENT is conditioned upon the following terms and conditions: (a) Customer's agreement to be bound by all the terms of this AGREEMENT; (b) Customer's agreement to comply with all the requirements for obtaining the Equipment; (c) Customer's agreement to comply with all the requirements for obtaining information and services provided by NewCell and other third parties; and (d) Customer's agreement to pay all amounts due to NewCell according to the terms and conditions set forth in this AGREEMENT. If any of these terms and conditions are not met, NewCell may reject this AGREEMENT and/or require additional information or documentation from Customer.

2. EQUIPMENT AND SERVICES.

A. Equipment. Delivery of the Equipment ordered hereunder shall be made in a reasonable length of time. NewCell reserves the right to select the Equipment for Customer in its sole discretion. NewCell shall not be responsible for any failure to deliver or any delay in delivering the Equipment. NewCell shall not be liable for any loss or damage resulting from the use of the Equipment by Customer until the Equipment is delivered to Customer and Customer has accepted the Equipment. NewCell shall not be responsible for any failure to deliver or any delay in delivering the Equipment due to circumstances beyond NewCell's reasonable control, including but not limited to acts of war, civil commotion, riot, insurrection, epidemic, or governmental regulations.

B. Services. Service shall only be available to cellular telephone companies properly equipped and installed to accept such services. Such services will be made available at such rates when such rates are within the range of the rates listed in NewCell's service area. Such rates are subject to change without notice. Customer shall be responsible for all services provided by NewCell to Customer for which Customer has not specifically agreed to pay, including but not limited to any services that are not part of the basic services or that are not included in the basic service package. NewCell shall not be liable for any loss or damage resulting from the use of the Equipment by Customer until the Equipment is delivered to Customer and Customer has accepted the Equipment.

C. Common Provisions. Each Faculty responsible individual, business, or entity identified on the front side hereof shall be jointly and severally responsible for all charges incurred in connection with the use of the Equipment and services provided hereunder, except for calls made from a cellular telephone that is not included on NewCell's records in a monthly statement. NewCell reserves the right to determine the accuracy of the Equipment and services provided hereunder, and NewCell shall not be liable for any loss or damage resulting from the use of the Equipment by Customer until the Equipment is delivered to Customer and Customer has accepted the Equipment.

D. LIABILITY DISCLAMER AND INDEMNIFICATION.

NewCell, Inc. neither makes any representation nor warranty in connection with the use of the Equipment and services provided hereunder, except for calls made from a cellular telephone that is not included on NewCell's records in a monthly statement. NewCell reserves the right to determine the accuracy of the Equipment and services provided hereunder, and NewCell shall not be liable for any loss or damage resulting from the use of the Equipment by Customer until the Equipment is delivered to Customer and Customer has accepted the Equipment. NewCell, Inc. makes no representation or warranty regarding the accuracy, completeness, or currency of any information or data provided by NewCell or any third party, and NewCell, Inc. shall not be liable for any loss or damage resulting from the use of the Equipment by Customer until the Equipment is delivered to Customer and Customer has accepted the Equipment.

E. Equipment Coverage. NewCell acknowledges that cellular service covers limited areas within a cellular telephone company's service area. No representation is made as to the quality or coverage of such service. NewCell shall not be liable for any loss or damage resulting from the use of the Equipment by Customer until the Equipment is delivered to Customer and Customer has accepted the Equipment.

F. Equipment Replacement. If any part of the Equipment is damaged or lost, Customer shall be responsible for the cost of replacing such part. NewCell shall not be liable for any loss or damage resulting from the use of the Equipment by Customer until the Equipment is delivered to Customer and Customer has accepted the Equipment.

G. Service Cancellation. Customer's service may be terminated by NewCell at any time, with or without cause, upon notice to Customer. Upon cancellation of service, Customer shall be responsible for paying all amounts due to NewCell, including any amounts due for service provided by NewCell prior to the effective date of cancellation.

3. ACCESS NUMBER.

A. Customer shall be assigned a unique access number by NewCell, which shall be the Customer's point of contact for the Services. Customer shall not disclose the access number to any third party. NewCell shall not be liable for any loss or damage resulting from the use of the Equipment by Customer until the Equipment is delivered to Customer and Customer has accepted the Equipment.

4. RATES AND CHARGES.

A. Customer acknowledges that the charges for the Services provided by NewCell are based on the rate plan selected by Customer, and that changes to the rate plan may result in changes to the charges for the Services. NewCell shall not be liable for any loss or damage resulting from the use of the Equipment by Customer until the Equipment is delivered to Customer and Customer has accepted the Equipment.

B. NewCell reserves the right to change the rates and charges for the Services at any time, with or without cause, upon notice to Customer. NewCell shall not be liable for any loss or damage resulting from the use of the Equipment by Customer until the Equipment is delivered to Customer and Customer has accepted the Equipment.

5. MISCELLANEOUS.

A. This AGREEMENT is governed by and construed in accordance with the laws of the State of Wisconsin, and the United States of America, and any dispute arising out of or relating to this AGREEMENT shall be subject to the exclusive jurisdiction of the federal and state courts located in the County of Outagamie, Wisconsin. NewCell shall not be liable for any loss or damage resulting from the use of the Equipment by Customer until the Equipment is delivered to Customer and Customer has accepted the Equipment.

B. Any agreement or arrangement made by NewCell, Inc. or its agents or representatives which is inconsistent with this AGREEMENT shall be deemed null and void and of no force or effect. NewCell, Inc. reserves the right to decline to provide any service or product to Customer for any service provided to Customer prior to the effective date of this AGREEMENT.
EXHIBIT C
TO WIRELESS TELECOMMUNICATIONS EQUIPMENT
AND SERVICES AGREEMENT BETWEEN NEW CELL, INC.
AND THE CITY OF DE PERE

1. It is understood between the parties that the Employee Discount Plan described in Paragraph 1.D of the Wireless telecommunications equipment and Services Agreement between NEW CELL, Inc. (Cellcom) and the City of De Pere (City), hereinafter referred to as the Agreement, is offered as part of Cellcom’s standard corporate contract and is not a feature incorporated into the Agreement solely to benefit the City’s employees because of their status as City employees.

2. Paragraph 6.B. of Exhibit 2 allows Cellcom to, after the expiration of a 30 day objection period afforded to City, unilaterally change the terms and conditions of the Agreement, including changing rate plans and rates charged. During such objection period, City may terminate the Agreement. Should Cellcom exercise its rights under Paragraph 6.B. and City terminates the Agreement, the Cancellation Charges authorized under paragraph 4.A. of the agreement shall not apply.

3. Any new service offered by Cellcom during the term of the Agreement shall be made available to City under the Agreement.

4. Should Cellcom not be a provider of a specific electronic communications device or devices which City wishes to utilize and City purchases such device through a third party for use with Cellcom services, Cellcom shall credit to City’s account an amount equal to any promotional incentive City would have been entitled to had Cellcom provided the device.

5. This Exhibit modifies the Agreement as provided herein.

Dated this ______ day of ________________, 2012.

NEW CELL, INC. 
By:

Print Name: ________________________________ 
Title: ________________________________

CITY OF DE PERE 
By:

Michael J. Walsh, Mayor

Vicki L. Scray, Deputy Clerk
RESOLUTION #12-57

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

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

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

The City strongly believes that the presence of the Medical College of Wisconsin in the Green Bay area will help retain and grow the region’s talent base, help build on the area’s already high quality of life, position the area for medical-
related economic development opportunities, such as research, and assist the region in improving health care delivery throughout northeastern Wisconsin.

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

APPROVED:

__________________________
Michael J. Walsh, Mayor

ATTEST:

__________________________
Vicki L. Scray, Deputy Clerk

Ayes:_______  
Nays:_______
RESOLUTION #12-58

AWARDING OFFICIAL CITY NEWSPAPER CONTRACT

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

______________________________
Michael J. Walsh, Mayor

ATTEST:

______________________________
Vicki L. Scray, Deputy Clerk

Ayes: _____

Nays: _____
NOTICE TO NEWSPAPERS

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

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

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

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

Dated March 13, 2012 Published April 5, 2012.
(Signed) Charlene M. Peterson, City Clerk

PUBLISHED IN ACCORDANCE WITH WISCONSIN STATUTES.

PUBLISH IN DE PERE JOURNAL: April 5, 2012.
Legal Notice, Single Column

NOTE: Section 985.06 of Wis Stats. requires notice to be published on or before second Tuesday of April, with bids due at 12:00 noon on first Tuesday of May
April 30, 2012

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

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

Vicki L. Scray, Deputy Clerk

Michael J. Walsh, Mayor
March 19th, 2012

Invitation for Bid – Official city of De Pere Newspaper – 2012

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

Line Length: 90 points

Name of Type: Spartan Bock Classified

Type size: 6

<table>
<thead>
<tr>
<th>Indicate Line Rates:</th>
<th>1st Insertion</th>
<th>SSSubsequent Insertion</th>
<th>Column Width (pica)</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$.3574</td>
<td>$.2808</td>
<td>5.64</td>
</tr>
<tr>
<td>2 column</td>
<td>.7394</td>
<td>.5809</td>
<td>10.89</td>
</tr>
<tr>
<td>3 column</td>
<td>1.1508</td>
<td>.9042</td>
<td>16.95</td>
</tr>
</tbody>
</table>

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

Affidavit Cost: $1.00

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

Payment terms: Net30

Vendor: De Pere Journal

Authorized Signature: Kevin Conrado

Print Name & Title: Kevin Conrado, President & Publisher

Date: 3/12/12

Address: 435 E. Walnut St.

City/State/Zip: Green Bay, WI 54301

Telephone: 920-431-8298 Fax: 877-943-0443
March 19, 2012

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

2012 – 2013 Certification of Legal Notice Rates for Newspapers

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

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

Effective Date

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

Part 1 – Newspaper Information

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

Paid Circulation: 1,733
Circulation Adjust: 0%
Day(s) Published: Th
County: Brown

Telephone: (920) 431-8298
Fax: (877) 943-0443
E-Mail: legals@deperejournal.com
Parent Co.: Gannett Satellite Info Sys

Part 2 – General Legal Notices

Section 985.08 of the Wisconsin Statutes provides for publishing legal notices calculated on a per line basis:

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

Your newspaper is certified for the fonts and column widths listed on the next page. Use the corresponding adjusted line rates to calculate fees.
<table>
<thead>
<tr>
<th>Font(s)</th>
<th>Point Size</th>
<th>Alphabet Length</th>
<th>Column Width</th>
<th>Font Base</th>
<th>Adjusted Rates First Insert</th>
<th>Subset Insert</th>
</tr>
</thead>
<tbody>
<tr>
<td>Helvetica Neue 45 Light</td>
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<td>84</td>
<td>8.61</td>
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<td>0.5846</td>
<td>0.4593</td>
</tr>
<tr>
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<td>10.89</td>
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<td>0.7394</td>
<td>0.5899</td>
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<tr>
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<td>84</td>
<td>16.95</td>
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<td>1.1508</td>
<td>0.9042</td>
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<td>7</td>
<td>84</td>
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<td>1.9615</td>
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<td>2.6500</td>
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<td>84</td>
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<td>2.7926</td>
<td>2.1940</td>
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<tr>
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<td>7</td>
<td>84</td>
<td>47.19</td>
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<td>3.2040</td>
<td>2.5172</td>
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<td>Helvetica Neue 45 Light</td>
<td>7</td>
<td>84</td>
<td>49.11</td>
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<td>84</td>
<td>53.19</td>
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<td>3.6114</td>
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<tr>
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<td>7</td>
<td>84</td>
<td>59.25</td>
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<td>4.0229</td>
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<td>84</td>
<td>124.50</td>
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<td>8.4531</td>
<td>6.6411</td>
</tr>
<tr>
<td>Spartan Book Classified</td>
<td>6</td>
<td>90</td>
<td>5.64</td>
<td>0.3574</td>
<td>0.3574</td>
<td>0.2808</td>
</tr>
<tr>
<td>Spartan Book Classified</td>
<td>6</td>
<td>90</td>
<td>8.61</td>
<td>0.5456</td>
<td>0.5456</td>
<td>0.4237</td>
</tr>
</tbody>
</table>

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

**Part 3 – Facsimile Ballots**

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

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

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

<table>
<thead>
<tr>
<th>Range</th>
<th>Circulation Adjust.</th>
<th>Ballots</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>First Insert: 0.7049</td>
<td></td>
</tr>
<tr>
<td>8,000 or less</td>
<td>0%</td>
<td>0.7690</td>
</tr>
<tr>
<td>8,001-12,000</td>
<td>15%</td>
<td>0.8843</td>
</tr>
<tr>
<td>12,001-16,000</td>
<td>30%</td>
<td>0.9997</td>
</tr>
<tr>
<td>16,001-20,000</td>
<td>45%</td>
<td>1.1150</td>
</tr>
<tr>
<td>20,001-24,000</td>
<td>60%</td>
<td>1.2304</td>
</tr>
<tr>
<td>24,001 and up</td>
<td>75%</td>
<td>1.3457</td>
</tr>
<tr>
<td></td>
<td>Subsequent Insert: 0.5538</td>
<td></td>
</tr>
<tr>
<td>8,000 or less</td>
<td>0%</td>
<td>0.6041</td>
</tr>
<tr>
<td>8,001-12,000</td>
<td>15%</td>
<td>0.6948</td>
</tr>
<tr>
<td>12,001-16,000</td>
<td>30%</td>
<td>0.7854</td>
</tr>
<tr>
<td>16,001-20,000</td>
<td>45%</td>
<td>0.8760</td>
</tr>
<tr>
<td>20,001-24,000</td>
<td>60%</td>
<td>0.9666</td>
</tr>
<tr>
<td>24,001 and up</td>
<td>75%</td>
<td>1.0573</td>
</tr>
</tbody>
</table>

- e) Multiply line (c) times line (d) =

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

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

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

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

Part 4 -- General Information

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

a) Has been published regularly and continuously for 2 of the 5 preceding years in the city, village or town where published.

b) Has had a bona fide paid circulation during the period in (a) above which constitutes 50% or more of its circulation.

c) That has had actual subscribers at each publication of not less than 1,000 copies in 1st and 2nd class cities, or 300 copies if in 3rd and 4th class cities, villages or towns.

d) Appears at regular intervals and at least once a week and contains reports of happenings of recent occurrence of a varied character, such as political, social, moral and religious subjects, designed to inform the general reader.

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

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

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

CAMERA-READY COPY: When camera-ready copy for the entire notice or substantial areas thereof is provided, eliminating typesetting, enlargements or reductions, or other changes by the newspaper, the maximum rate is the same as the maximum rate established under sub. (1) for subsequent insertions. (Please refer to s. 985.38 (2)(b), Wis. Stats.)

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

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

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

Newspapers must contact the Department of Administration for any changes in public notice contact person, address, font, column width, and/or any of the items listed in this certification.
March 19, 2012

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

Sincerely,

Gail Endres
Newspaper Certification Program

Comments: NEW
<table>
<thead>
<tr>
<th>VENDOR NAME / I.D.</th>
<th>DESC</th>
<th>CHECK TYPE</th>
<th>DATE</th>
<th>DISCOUNT</th>
<th>AMOUNT</th>
<th>CHECK AMOUNT</th>
</tr>
</thead>
<tbody>
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<td>ACCURATE APPRAISAL LLC</td>
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<td>11,100.00</td>
</tr>
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<td>ACL</td>
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<td>BADGER METER INC</td>
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<tr>
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<td>47.97</td>
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<tr>
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<td>BADGERLAND PRINTING INC</td>
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