AMENDED

COMMON COUNCIL MEETING NOTICE

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

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

***Denotes Additional Item**

AGENDA FOR SAID MEETING:

1. Roll call.

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the August 21, 2012 regular meeting of the Common Council.

4. Public comment upon matters not on agenda or other announcements.

5. Mayor to present Garden of Merit Awards.

6. Recommendation from the License Committee:

   A. Request for approval of a temporary premise description change for St. Norbert College.

   *B. Approve application for a Special Permit Allowing Consumption of Alcohol Beverages on Public Ways. Submitted by Definitely De Pere, Inc. for Fashions Night Out on Thursday, Sept. 6th from 6:00 p.m. – 9:00 p.m.

7. Recommendation from the Board of Park Commissioners:

   A. Accept $250 donation from the Bugsy Softball Tournament Group to be used for the Recreation Scholarship Fund.

   B. Accept $500 donation from the Brown County Community Women's Club to be used for the Recreation Scholarship Fund.

8. Recommendation from the Plan Commission to approve:

   A. CSM for single lot (part of Parcel ED-344-102) by the City of De Pere.

9. Ordinance #12-21, Annexing Territory To The City Of De Pere (Parcel D-29-1 – Owner Mask, LLC).

10. Ordinance #12-22, Annexing Territory To The City Of De Pere (Parcel R-27 – Owner Brian & Peggy Dorn).

11. Ordinance #12-23, Amending §150-6 De Pere Municipal Code Regarding Operation of Vehicles on Sidewalks.

12. Resolution #12-103, Authorizing Fourth Amendment To Agreement For Engineering Services Between The City Of De Pere And Graef – USA Inc.

13. Consider bids and awarding Riverwalk and Wildlife Viewing Pier Phase II Project.

14. Appointment to Designated Offender Boards by Mayor Walsh.

15. City Sustainability Team report on activities.

16. Voucher approval.

17. Applications for Operator's Licenses.

18. Future agenda items.

19. 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, September 3, 2012, so that arrangements can be made.

AGENDA SENT TO:
Mayor
Alderpersons
Department Heads
TV, Newspapers, & Radio Stations
Kress Family Library
De Pere Chamber of Commerce

Garden of Merit Awards:

Carol & Michael Weiss		521 Wisconsin Street	De Pere, WI 54115
Belmark		600 Heritage Road	De Pere, WI 54115
Amy & Dennis Russell		936 St. Mary Street	De Pere, WI 54115
Wealth Plan, LLC		116 3rd Street	De Pere, WI 54115
Susan Van Gheem		1556 Fox Ridge Court	De Pere, WI 54115

Dorn Annexation:

STEVE BIEDA	MAU & ASSOC	400 SECURITY BLVD	GREEN BAY, WI 54313
BRIAN & MARY DORN		2730 RYAN RD	DE PERE, WI 54115

Mask, LLC Annexation:

KARL SCHMIDT	BELMARK	600 HERITAGE RD	DE PERE, WI 54115
St. Norbert College, Inc.	Terrie DuBois	729 Bascom Way	Green Bay, WI 54311
Graef	Mike Lefebvre	1150 Spinghurst Drive, Suite 201	Green Bay, WI 54304
Janke General Contractors, Inc.	Steve Janke	1223 River View Lane	Athens, WI 54411
Zenith Tech, Inc.		N6 W23633 Bluemound Rd.	Waukesha, WI 53188-1741
Definitely De Pere, Inc.	James Constine	508 N Huron Street	De Pere, WI 54115

COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – August 21, 2012

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Wednesday, August 21, 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, Michael Donovan, Jim Kneiszel, Larry Lueck, Dan Robinson & Kathy Van Vonderen. Excused: Scott Crevier. The Council said the Pledge of Allegiance to the Flag.

Alderperson Robinson moved, seconded by Alderperson Lueck, to approve the minutes of the August 7, 2012 meeting. Upon vote, the minutes were approved unanimously.

PUBLIC HEARING

4A. Public Hearing to act on a Precise Implementation Plan Amendment request for a 98,101 square foot office building for Foth at 2121 Innovation Court; Part of Parcels WD-D0037 and WD-D0033. Deputy Clerk Scray announced the Notice of Public Hearing was published in the City's Official Newspaper, the De Pere Journal on August 2 & August 9, 2012.

4B. City Planner Ken Pabich presented a summary and stated the Plan Commission recommended approval.

Mayor Walsh declared the public hearing open for anyone wishing to speak and there was no one present who wished to speak so the public hearing was closed.

4C. After the hearing was held, Ordinance #12-20, Amending Precise Implementation Plan Commercial Horizons – Foth (Part of Parcels WD-D0037 and WD-D0033) was presented. Alderperson Boyd moved, seconded by Alderperson Donovan, to enact the ordinance. Upon vote, motion carried unanimously. Discussion followed.

5. Public Comment or other Announcements. Mayor Walsh expressed condolences to Alderperson Crevier and family regarding the passing of his mother. Mayor Walsh asked if there was anyone present who wished to speak during public comment. Mr. John Lavalley, 1134 Stevens St. of St. John's Lutheran Church Boy Scout Troop 1009 introduced his son Alex who is working on his Communication Badge and his son Brandon who is working on his Citizenship in the Community Badge which both require attendance at a City Council or public meeting. Mr. Lavalley requested the council give an example of discussion throughout the meeting for his sons to observe. Mayor Walsh closed public comment.

RECOMMENDATION FROM THE PLAN COMMISSION

6A. Alderperson Boyd moved, seconded by Alderperson Lueck, to approve the Extraterritorial 2 lot CMS in the Town of Rockland. Upon vote, motion carried unanimously.

RECOMMENDATION FROM THE BOARD OF PUBLIC WORKS

7. Alderperson Bauer moved, seconded by Alderperson Kneiszel, to approve awarding Project E12-02, Radio System Narrow Band Upgrade for Portables, Mobile and Repeater to Nielson's Communications, Inc. Upon roll call vote, motion carried unanimously.

RECOMMENDATION FROM THE FINANCE/PERSONNEL COMMITTEE

8A-B. Alderperson Van Vonderen moved, seconded by Alderperson Robinson to accept a $300 donation from the De Pere Men's Club to be used toward the senior picnic and to accept a $500 Green Bay Community Grant from the Shopko Foundation to be used toward a technology upgrade in the Police Department. Upon vote, motion carried unanimously.

8C. Alderperson Van Vonderen moved, seconded by Alderperson Donovan to approve Utilizing Ice Center Funds for maintenance and remodeling of concession stands. Upon roll call vote, motion carried unanimously.

9. RECOMMENDATIONS FROM THE LICENSE COMMITTEE:

A. Alderperson Bauer moved, seconded by Alderperson Boyd to approve a premise description change for Nicky's Lionhead Tavern and Grill, 331 Main Ave., De Pere, WI. Upon vote, motion carried unanimously.

B. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve a temporary premise description change for the Drift Inn, 1535 N. Ashland Ave., De Pere, WI. Upon vote, motion carried unanimously.

C. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve a premise description change for The Day Spa, 600 N. 10th St., De Pere, WI. Upon vote, motion carried unanimously.

D. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve an application for a Class "A" Beer Fermented Malt Beverage License for The Day Spa Ltd., 600 N. 10th St., De Pere, WI. Upon discussion and vote, motion carried unanimously.

E. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve an application for a Class "A" Beer Fermented Malt Beverage License for CVS/Pharmacy #2214, 800 Main Ave., De Pere, WI. Upon discussion and vote, motion carried unanimously.

F. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve an application for a Class "A" Beer Fermented Malt Beverage License for De Pere Minimart, 821 George St., De Pere, WI. Upon vote, motion carried unanimously.

G. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve an application for a Special Permit Allowing Consumption of Alcohol Beverages on Public Ways. Submitted by the De Pere Area Chamber of Commerce Foundation, Inc. for the Fall Fest De Pere 2012 on Saturday, Sept. 8th from 12:00 p.m. – 6:00 p.m. Upon vote, motion carried unanimously.

H. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve an application for a Temporary Class "B"/ "Class B" Retailer's License for De Pere Area Chamber of Commerce Foundation, for Fall Fest on September 8, 2012 at George Street Landing, De Pere, WI. (Previously tabled). Upon vote, motion carried unanimously.

10. Resolution #12-94, Authorizing and Providing for the Sale and Issuance of $2,980,000 General Obligation Corporate Purpose Bonds, Series 2012A, and All Related Details was presented. A presentation was given by Joe Murray, Springsted, Inc. on Series 2012A and Series 2012B. Alderperson Donovan moved, seconded by Alderperson Robinson, to approve the resolution. Upon roll call vote, motion carried unanimously.

11. Resolution #12-95, Authorizing and Providing for the Sale and Issuance of $2,850,000 Taxable General Obligation Community Development Bonds, Series 2012B, and All Related Details was presented. Alderperson Lueck moved, seconded by Alderperson Boyd, to approve the resolution. Upon roll call vote, motion carried unanimously.

12. Resolution #12-96, Authorizing Agreement Waiving Notice and Agreeing to Payment of Stormwater Improvement Costs (Parcels ED-F0094-3, ED-F0094, D-29-1 and part of ED-F0096) was presented. Alderperson Kneiszel moved, seconded by Alderperson Lueck, to approve the resolution. Upon vote, motion carried unanimously.

13. Resolution #12-97, Accepting Sanitary Sewer Line Easement from The State Of Wisconsin Department Of Natural Resources (Parcel ED-80-3). Alderperson Robinson moved, seconded by Alderperson Donovan, to approve the resolution. Upon vote, motion carried unanimously.

14. Resolution #12-98, Revising Sewer Service Rates (August 2012) was presented. Alderperson Lueck moved, seconded by Alderperson Boyd, to approve the resolution. Discussion followed. Mayor Walsh entertained a motion to open the meeting. Alderperson Robinson moved, seconded by Alderperson Donovan to open the meeting. Upon vote, motion carried unanimously. The following attendee's spoke in support of a study on the revision of sewer service rates and requested equality in spreading the cost of any increases:

Lee Hammen, Mill Manager, Thilmany Papers-Nicolet Mill, 200 Main St., De Pere
Greg Archambault, President, Fox River Fiber, 1751 W. Matthew Dr., De Pere
Mark Velicer, Plant Manager, U.S. Paper Mill, 824 Fort Howard Ave., De Pere

Mayor Walsh entertained a motion to return to regular order of business. Alderperson Donovan moved, seconded by Alderperson Bauer to return to regular order of business. Upon vote, motion carried unanimously. Discussion followed. Mayor Walsh entertained a motion to open the meeting. Alderperson Robinson moved, seconded by Alderperson Bauer to open the meeting. Upon vote, motion carried unanimously. The following attendees spoke collectively emphasizing the effect of a sewer service rate increase on the whole community:

Lee Hammen, Mill Manager, Thilmany Papers-Nicolet Mill, 200 Main St., De Pere
Greg Archambault, President, Fox River Fiber, 1751 W. Matthew Dr., De Pere
Mark Velicer, Plant Manager, U.S. Paper Mill, 824 Fort Howard Ave., De Pere

Alderperson Donovan moved, seconded by Alderperson Robinson to return to regular order of business. Upon vote, motion carried unanimously. Upon vote to approve Resolution #12-98, Revising Sewer Service Rates (August 2012), motion carried 6-1 with Alderperson Lueck voting Nay. Alderperson Robinson moved, seconded by Alderperson Bauer to approve moving forward to solicit proposals for a rate study. Upon vote, motion carried unanimously.

15. Resolution #12-99, Authorizing Sidewalk Café Permit for Nicky's, Inc. was presented. Alderperson Donovan moved, seconded by Alderperson Boyd to approve the resolution. Upon vote, motion carried unanimously.

16. Resolution #12-100, Authorizing Renewal of SCADA Maintenance Agreement with P.J Kortens and Company, Inc. was presented. Alderperson Lueck moved, seconded by Alderperson Kneiszel to approve the resolution. Upon vote, motion carried unanimously. Discussion followed.

17. Resolution #12-101, Amending Municipal Court Bond Schedule was presented. Alderperson Boyd moved, seconded by Alderperson Lueck to approve the resolution. Discussion followed. Alderperson Robinson requested to make the following correction: The Subsequent Offense cash deposit of $2,000 will be corrected from $1,000 to $2,000 throughout the Resolution. Upon vote, motion carried unanimously.

18. Resolution #12-102, Ratifying Submission Letter of Commitment for School & Government Energy Efficiency Program through Wisconsin Public Service and Focus on Energy was presented. Alderperson Van Vonderen moved, seconded by Alderperson Robinson to approve the resolution. Upon vote, motion carried unanimously.

19. Presentation of City of De Pere "How to Run for Elected Office" Guide was given by Intern Alex Yurk.

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

21. Applications for Operator's Licenses were presented:

CITY OF DE PERE - AUGUST 21, 2012					
ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License for the 2010-2012 Licensing Period					
1	DENNY, RENEE L.	2754 VESTCO CT.	DE PERE	WI	54115
2	LESPERANCE, NICOLE M.	2817 VIKING DR.	DE PERE	WI	54115
3	MARLOW, SHARON M.	1118 S. 9TH ST.	GREEN BAY	WI	54302
4	TESCH, JEREMIAH S.	1120 FORT HOWARD AVENUE	DE PERE	WI	54115
Operator Licenses for the 2012-2014 Licensing Period					

1	AULIK, ISAAC J.	3035 BIG CREEK RD.	GREEN BAY	WI	54311
2	BORREMANS, DEBORAH G.	1565 APACHE AVE.	GREEN BAY	WI	54313
3	DUFEK, VIOLETTA L.	2848 CASTLE HILL LN.	GREEN BAY	WI	54302
4	GREGOIRE, JEFFREY T.	1107 CORAL ST., #2	DE PERE	WI	54115
5	HELGREN, MACKENZIE A.	771 FREDRICK CT., #3	GREEN BAY	WI	54313
6	KASTER, CHERYL A.	2508 BEAUMONT ST.	GREEN BAY	WI	54301
7	KLAVER, CARLY J.	1290 CROWN CT., APT. 7	DE PERE	WI	54115
8	KOSTROSKI, RYAN C.	372 WAGON WHEEL CT.	GREEN BAY	WI	54302
9	LAMERS, GREGORY	1023 HARWOOD AVE.	GREEN BAY	WI	54313
10	LAWRENCE, LORI A.	1403 CHICAGO ST.	DE PERE	WI	54115
11	MILLER, KEYONNA L.	225 FT. HOWARD AVE., APT. C	DE PERE	WI	54115
12	OATES, ASHLEY M.	1525 BEAUCHAMP ST.	GREEN BAY	WI	54304
13	PAGEL, TIARRA M.	1893 A RIVERSIDE DR.	GREEN BAY	WI	54313
14	ROBERTS, JUSTIN J.	665 DANISH WAY	DENMARK	WI	54208
15	SCULLIUFFO, CURT P.	502 N. TENTH ST., #76	DE PERE	WI	54115
16	SHEPHERD, MICHAEL C.	1448 EMILIE ST.	GREEN BAY	WI	54301
17	TESCH, KERRI J.	424 KENNEY ST.	GREEN BAY	WI	54301
18	TRUDELL, SAMUEL J.	2282 RED TAIL GLEN	DE PERE	WI	54115

Alderperson Bauer moved, seconded by Alderperson Keniszel to approve previously tabled operator license applications #1, 3 & 4 and to deny previously tabled operator license application #2. Upon vote, motion carried unanimously.

Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve operator license applications #1-3, 7-12, 14-18, table operator license applications #5, 6 & 13 and deny operator license application #4. Upon vote, motion carried unanimously.

22. Future Agenda Items. None.

23. City Administrator Performance Evaluation
Alderperson Bauer moved, seconded by Alderperson Kneiszel to go into closed session. Upon roll call vote, motion carried unanimously. Closed session discussion followed. Alderperson Boyd moved, seconded by Alderperson Van Vonderen to return to reconvene in open session. Upon vote, motion carried unanimously. No further action taken.

Upon motion by Alderperson Van Vonderen, seconded by Alderperson Boyd, the Common Council adjourned at 9:51 p.m.

Respectfully submitted,

Vicki Scray
Deputy Clerk

LICENSE COMMITTEE RECOMMENDATION

September 4, 2012
De Pere, Wisconsin

Recommendation to the Honorable Mayor and Members of the Common Council as approved by the License Committee at their duly convened meeting held on September 4, 2012.

1. Request for approval of a temporary premise description change for St. Norbert College, De Pere, WI. Submitted by St. Norbert College, Inc., Agent: Terrie DuBois, 729 Bascom Way, Green Bay, WI 54311.

Respectfully Submitted,

License Committee
Shana Defnet
Clerk-Treasurer

Temporary Premise Description Change

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

Applicant's Wisconsin Seller's Permit Number:	458-1020112251-03
Federal Employer Identification Number (FEIN):	39-1399196

LICENSE REQUESTED

TYPE	FEE
☐ Class A beer	$
☑ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☑ Class B liquor	$
☐ Reserve Class B liquor	$
Publication fee	$
TOTAL FEE	$ N/C

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

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☑ City of DePere

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

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ LIMITED LIABILITY COMPANY ☑ CORPORATION/NONPROFIT ORGANIZATION hereby makes application for the alcohol beverage license(s) checked above.
2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ St. Norbert College, Inc.

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

Title	Name	Home Address	Post Office & Zip Code
President/Member President	Thomas Kunkel	1527 Fox Rodge Ct	DePere 54115
Vice President/Member			
Secretary/Member Secretary	Amy Sorenson	1521 Bay Highlands	Green Bay 54311
Treasurer/Member Treasurer	Eileen Jahnke	3435 Bay Highlands	Green Bay 54311
Agent ▶ Catering Director	Terrie DuBois	729 Bascom Way	Green Bay 54311
Directors/Managers			

3. Trade Name ▶ St. Norbert College Business Phone Number 403-1352
4. Address of Premises ▶ applying for extension ofpremise Post Office & Zip Code ▶ _____
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☑ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☑ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☑ No
8. (a) **Corporate/limited liability company applicants only:** Insert state _____ and date _____ of registration.
   (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☑ No
   (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☑ No

   (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) see attached (Bush Art Center & APHFA Current to include temporary attached
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☑ Yes ☐ No
    (b) If yes, under what name was license issued? _____
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☑ Yes ☐ No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] ☑ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☑ Yes ☐ No

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

Krissti M. Simon NOTARY PUBLIC State of Wisconsin

SUBSCRIBED AND SWORN TO BEFORE ME

this 17th day of August, 2012

Krissti M. Simon
(Clerk/Notary Public)

My commission expires 11/25/12

Eileen M Jahnke
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 8-23-12	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

AUG 23 2012 CITY CLERK DE PERE

AT-106 (R. 1-12) Wisconsin Department of Revenue

Current Premise Description

Premise Name and Description	Where Sold	Where Stored	Where Consumed
F.K. Bemis Conference Center 299 Third St.	Lower Lobby, first floor dining room, adjacent lobby, conference rooms on first floor, conference rooms on lower level and lower lobby, first floor patio off dining room	locked cooler and cage in basement	on premise
Michels Commons 409 Third St.	Ruth's Marketplace; including Dales lounge, adjacent lobby and conference rooms, Michels Ballroom on second floor, 1st and 2nd floor patios.	locked cooler in basement kitchen, locked cage in basement storeroom	on premise
Kress Inn 300 Grant St.	Lobby and conference room	kitchen off conf room and in basement	on premise
Ray VandenHeuvel Family Campus Center 419 First St	First floor lounge, outside patio, Phil's Pub, Third floor Reflection lounge	Michels Commons basement cooler and storeroom	on premise

Temporary Premise Description

Bush Art Center Baer Gallery and hallway around the gallery; 403 Third Ave
Sept. 13, 2012 5p-7p
Sept. 27 2012 5p-7p
October 25, 2012 5p-7p
February 28, 2012 5p-7p

Abbot Pennings Hall of Fine Arts Walter Theater lobby; 315 Third Street

Nov. 1, 2012 Birder Chorale - All Saints Day Concert 6:30p-9p
Nov. 10, 2012 Private Party, 6:30-9pm
Nov. 30, 2012 Festival of Christmas Concert, 6:30p-9p
Dec. 1, 2012 Fundraiser show for 91.1 FM, 5p-10p

Memorandum

To: Mayor Michael J. Walsh and Members of the Common Council

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

Re: Approval of donation for the Recreation Scholarship from the Bugsy Softball Tournament Group

Date: August 21, 2012

At the regular Board of Park Commissioners Meeting of August 16, 2012, the Board recommended approval of the following donation from the Bugsy Softball Tournament Group for $250. The donation of $250 will be used for the Recreation Scholarship.

Thank you

Memorandum

To: Mayor Michael J. Walsh and Members of the Common Council

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

Re: Approval of donation for the Recreation Scholarship from the Brown County Community Women's Club

Date: August 21, 2012

At the regular Board of Park Commissioners Meeting of August 16, 2012, the Board recommended approval of the following donation from the Brown County Community Women's Club for $500. The donation of $500 will be used for the Recreation Scholarship.

Thank you

* **This item was reviewed at the August 27, 2012 Plan Commission Meeting and is being forwarded as a recommendation for approval.**

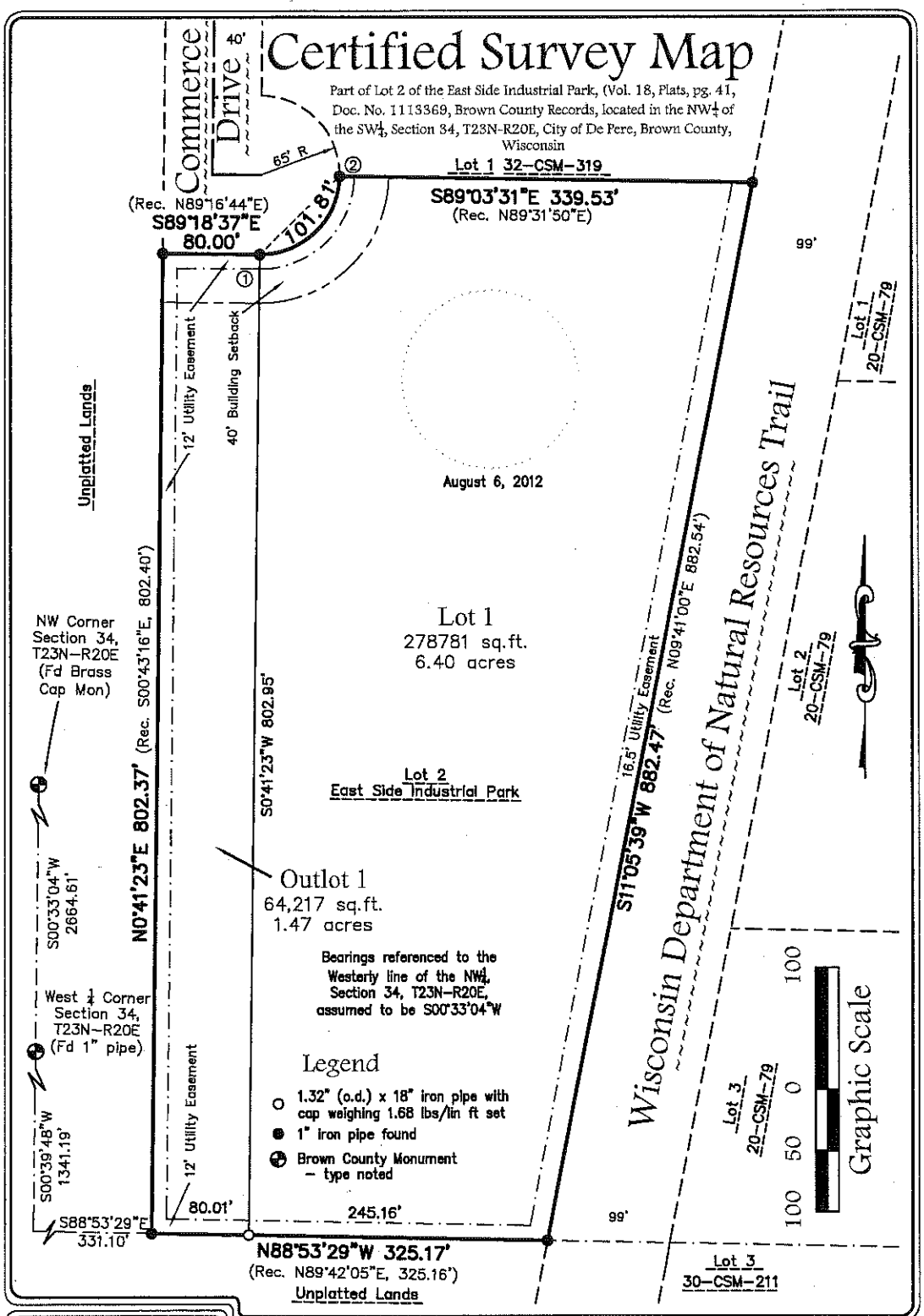
Review the CSM request for a single lot by the City of De Pere. Surveyor: Steve Bieda.

Mau has submitted a one (1) lot CSM for the City of De Pere. The single lot is 6.4 acres (278,781 square feet). The CSM also had an outlot which the City is reserving for future Commerce Drive. The CSM is for the land sale to Straubel Company and their future expansion.

Recommendation
Staff would recommend approval of the CSM, and that it be forwarded to the Common Council for approval.

Certified Survey Map

Part of Lot 2 of the East Side Industrial Park, (Vol. 18, Plats, pg. 41, Doc. No. 1113369, Brown County Records, located in the NW¼ of the SW¼, Section 34, T23N-R20E, City of De Pere, Brown County, Wisconsin



Client: City of De Pere
Drafted By: JMP
Tax Parcel Number: ED-344-102
File: D-12112CSM 080612.dwg

Scale: 1"=100'

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Sheet One of Three
Project No.: D-12112
Drawing No.: L-8228

SURVEYOR'S CERTIFICATE

I, Steven M. Bleda, Registered Land Surveyor, S-2275, do hereby certify that I have surveyed, divided and mapped part of Lot 2 of the East Side Industrial Park, (Vol. 18, Plats, pg. 41, Doc. No. 1113369, Brown County Records), located in the NW¼ of the SW¼, Section 34, T23N-R20E, City of De Pere, Brown County, Wisconsin, more fully described as follows:

Commencing at the West ¼ Corner, Section 34, T23N-R20E; thence S00°39'48"W, 1341.19 feet along the West line of the Northwest ¼ of the Southwest ¼ of said Section; thence S88°53'29"E, 331.10 feet along the South line of said Northwest ¼ of the Southwest ¼ to the point of beginning; thence N00°41'23"E, 802.37 feet along a West line of Lot 2 of the East Side Industrial Park, (Vol. 18, Plats, pg. 41, Doc. No. 1113369, Brown County Records); thence S89°18'37"E, 80.00 feet along the South right of way of Commerce Drive; thence 101.81 feet along the arc of a 65.00 foot radius curve to the left whose long chord bears N45°48'56"E, 91.72 feet; thence S89°03'31"E, 339.53 feet along the South line of Lot 1, Volume 32, Certified Survey Maps, page 319, Map No. 5037, Document No. 1468186, Brown County Records; thence S11°05'39"W, 882.47 feet along the East line of said Lot 2; thence N88°53'29"W, 325.17 feet along the South line of said Lot 2 to the point of beginning.

Parcel contains 342998 square feet / 7.87 acres more or less.
Parcel subject to any easements and restrictions of record.

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes and the City of De Pere in surveying, dividing and mapping the same.

August 6, 2012

CERTIFICATE FOR THE CITY OF DE PERE

Approved for the City of DePere this _____ day of _____, 20___.

_____
Ken Pabich
Director of Planning

TREASURER'S CERTIFICATE

As duly elected Brown County Treasurer, I hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments affecting any of the lands included in this Certified Survey Map as of the dates listed below.

_____
Kerry M. Blaney Date
Brown County Treasurer

OWNER'S CERTIFICATE

As Owners, We hereby certify that we caused the land described and easements granted on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. We understand that the City will discontinue any public improvements upon discovery or notice of any other condition requiring abnormal public improvement costs. We further acknowledge that the City's action or inaction in this regard shall not be construed as an admission of liability for hazardous waste clean-up or burial site preservation costs.

_____
Michael J. Walsh
Mayor-City of De Pere

Personally came before me this ____ day of _____, 20___, the above named Owners, to me known to the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public
Brown County, Wisconsin

My Commission Expires _____

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

RESTRICTIVE COVENANTS

1) The land on all side and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

2) Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.

3) No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

NOTE: "GRANT OF EASEMENT"

There is hereby granted jointly to the City of De Pere, Wisconsin, a municipal corporation, Wisconsin Public Service Corporation and the Wisconsin Bell Telephone Company, both public utilities, and their successors and assigns, a perpetual right-of-way over and across an easement in all lands designated herein as "utility easements" for purposes of construction, installation and maintenance of water distribution systems, sanitary an storm sewers, gas and electric distribution systems, telephone systems and cable television systems. No habitable structures or accessory building shall be constructed within or upon said easements. This easement shall be perpetual.

Curve Data

Curve No.	Arc Length	Radius	Chord Length	Chord Bearing	Central Angle	Tangent Bearing
1-2	101.81	65.00	91.72	N45°48'56"E	89°44'54"	N00°56'29"E

Office of the Register of Deeds
Brown County, Wisconsin

Received for Record _____, *20*____,

at _____ *o'clock* ____ *M and recorded as*

Document # _____ *in*

Volume ____ *of* _____ *on Page* ____,

Cathy Williquette Lindsay, Register of Deeds

August 6, 2012

ORDINANCE #12-21

ANNEXING TERRITORY TO THE CITY OF DE PERE, WISCONSIN
(MASK, LLC)

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

SECTION 1. **Territory Annexed.** In accordance with Wis. Stats. §66.0217(2) and the petition for direct annexation by unanimous approval filed with the City Clerk-Treasurer on August 22, 2012, signed by the owner of all of the real property in the territory, the following described territory in the Town of Ledgeview, Brown County, Wisconsin is annexed to the City of De Pere, Wisconsin:

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

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

thence continuing N00°33'04"E, 542.10 feet on the east line said Government Lot 1 to the southerly right of way Heritage Road; thence N60°23'21"W, 53.83 feet on said southerly right of way to the easterly right of way State Trunk Highway 32/57 (STH "32/57") extended southerly; thence N29°36'26"E, 62.46 feet along said easterly right of way; thence 34.36 feet on the arc of a 2799.93 foot radius curve to the right, having a long chord which bears N29°39'52"E, 34.36 feet on said easterly right of way to said east line of Government Lot 1; thence N00°33'04"E, 248.08 feet on said east line to the northwesterly right of way of STH "32/57"; thence 251.80 feet on the arc of a 2929.93 foot radius curve to the left, having a long chord which bears S31°46'54"W, 251.72 feet on said northwesterly right of way; thence S29°36'26"W, 311.58 feet on said northwesterly right of way to the southeast corner of lands described in Volume 838, Records, Page 152, Brown County Records; thence on a line perpendicular to the reference line of STH "32/57", S60°23'34"E, 65.00 feet to said reference line; thence S29°36'26"W, 434.39 feet on said reference line to the south line of said Government Lot 1; thence S89°10'56"E, 436.00 feet on said south line to the southeast corner of Lot 1, Volume 24 of Certified Survey Maps, Page 29, Map Number 4016, the Point of Beginning.

Parcel contains 201,993 square feet/4.637 Acres more or less

A scale map of the annexed territory is attached hereto and incorporated as Annexation Ordinance Exhibit 1.

SECTION 2. **Effect of Annexation.** From and after the date of this Ordinance the territory described in SECTION 1 shall be a part of the City of De Pere for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of De Pere.

SECTION 3. **Population.** The population of the subject territory is zero (0).

SECTION 4. **Temporary Zoning Classification.**

(a) Upon recommendation of the Plan Commission and pursuant to Wis. Stats. §66.0217(8)(a), the territory annexed to the City of De Pere by this ordinance is temporarily zoned as I-1, Industrial Park District.

(b) The Plan Commission is directed to prepare an amendment to the zoning ordinance setting forth a permanent zoning classification and regulation for the zoning of the annexed area and to submit its recommendations to the Council.

SECTION 5. **Ward Designation**. The territory described in SECTION 1 of this ordinance is hereby made part of Ward 9 of the City of De Pere, subject to the ordinances, rules and regulations of the City governing wards.

SECTION 6. **Payment to Town of Ledgeview**. Pursuant to Wis. Stats. §66.0217(14), the Common Council agrees to pay annually to the Town of Ledgeview, for five (5) years, an amount equal to the amount of property taxes levied by the Town of Ledgeview on the annexed territory, as shown by the tax roll under Wis. Stats. §70.65 in 2012 (the year in which this annexation is final).

SECTION 7. **Severability.** If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

SECTION 8. **Effective Date.** This ordinance shall take effect upon passage and publication as provided by law.

Adopted by the Common Council of the City of De Pere, this 4th day of September, 2012.

APPROVED:

_____
Michael J. Walsh, Mayor

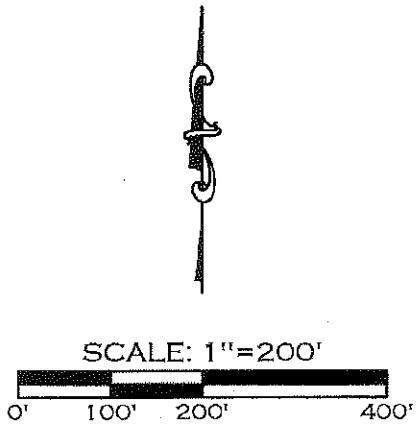
ATTEST:

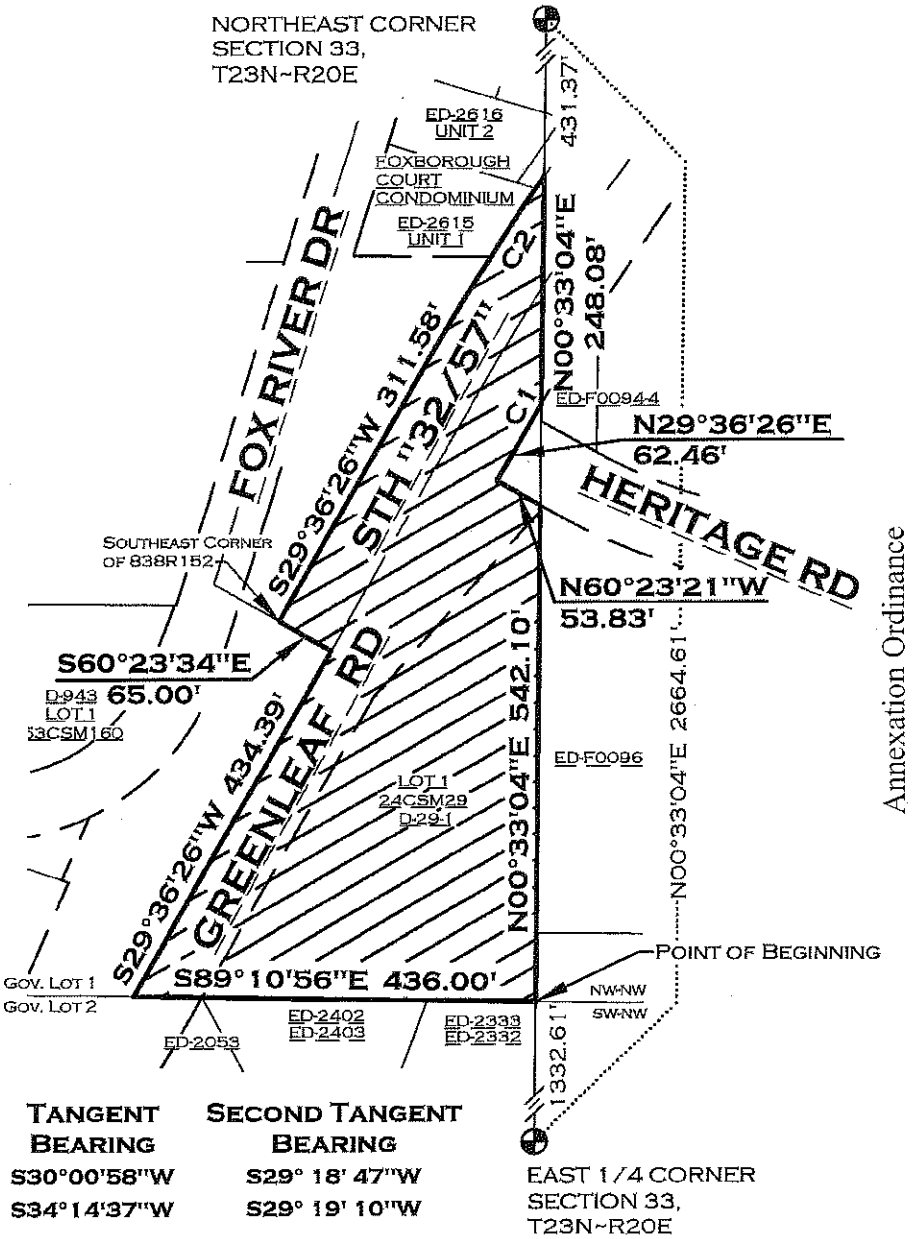
_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

EXHIBIT A





Annexation Ordinance
Exhibit 1

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH	TANGENT BEARING	SECOND TANGENT BEARING
C1	0°42'11"	2799.93'	34.36'	N29°39'52"E	34.36'	S30°00'58"W	S29° 18' 47"W
C2	4°55'27"	2929.93'	251.80'	S31°46'54"W	251.72'	S34°14'37"W	S29° 19' 10"W

LEGEND

AREA TO BE ANNEXED = 4.637 ACRES

DRAFTED BY: T. HEWITT ON 08/20/12

PREPARED BY:
ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
4664 GOLDEN POND PARK CT.
HOBART, WI. 54155 PHONE:(920) 662-9641
FAX:(920) 662-9141 INTERNET: WWW.RELEEINC.COM

ORDINANCE #12-22

ANNEXING TERRITORY TO THE CITY OF DE PERE, WISCONSIN
(DORN)

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

SECTION 1. **Territory Annexed.** In accordance with Wis. Stats. §66.0217(2) and the petition for direct annexation by unanimous approval filed with the City Clerk-Treasurer on August 23, 2012, signed by all of the electors and the owner of all of the real property located in the territory, the following described territory in the Town of Rockland, Brown County, Wisconsin is annexed to the City of De Pere, Wisconsin:

> Part of the Southwest ¼ of the Northwest ¼, Section 3, T22N-R20E, Town of Rockland, Brown County, Wisconsin more fully described as follows;
>
> Commencing at the Northwest corner of Section 3, T22N-R20E, thence S89°20'38"E, 252.78 feet along the north line of said Northwest ¼, Section 3; thence S89°19'15"E, 1072.86 feet along said line; thence S00°04'47"W, 1453.68 feet along the east line of said Northwest ¼Northwest ¼, Section 3 to the point of beginning; thence continuing S00°04'47"W, 526.07 feet along the east line of the Southwest ¼ - Northwest ¼, also being the centerline of Ryan Road; thence N89°55'13"W, 312.99 feet along the south line of Lot 1, Volume 30, Certified Survey Maps, Page 165, Map No. 4713, Document No. 1400920, Brown County Records and its extension; thence N00°04'47"E, 527.00 feet along the west line of said Certified Survey Map; thence S89°45'02"E, 313.00 feet along the north line of said Certified Survey Map and its extension, to the point of beginning.
>
> Parcel contains 164,803 square feet/3.78 Acres more or less.

A scale map of the annexed territory is attached hereto and incorporated as Annexation Ordinance Exhibit 1.

SECTION 2. **Effect of Annexation.** From and after the date of this Ordinance the territory described in SECTION 1 shall be a part of the City of De Pere for any and all purposes

provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of De Pere.

SECTION 3. **Population.** The population of the subject territory is two (2).

SECTION 4. **Temporary Zoning Classification.**

(a) Upon recommendation of the Plan Commission and pursuant to Wis. Stats. §66.0217(8)(a), the territory annexed to the City of De Pere by this ordinance is temporarily zoned as R-1, Single Family Residence District.

(b) The Plan Commission is directed to prepare an amendment to the zoning ordinance setting forth a permanent zoning classification and regulation for the zoning of the annexed area and to submit its recommendations to the Council.

SECTION 5. **Ward Designation**. The territory described in SECTION 1 of this ordinance is hereby made part of Ward 9 of the City of De Pere, subject to the ordinances, rules and regulations of the City governing wards.

SECTION 6. **Payment to Town of Rockland**. Pursuant to Wis. Stats. §66.0217(14), the Common Council agrees to pay annually to the Town of Rockland, for five (5) years, an amount equal to the amount of property taxes levied by the Town of Ledgeview on the annexed territory, as shown by the tax roll under Wis. Stats. §70.65 in 2012 (the year in which this annexation is final).

SECTION 7. **Severability.** If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

SECTION 8. **Effective Date.** This ordinance shall take effect upon passage and publication as provided by law.

Adopted by the Common Council of the City of De Pere, this 4th day of September, 2012.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

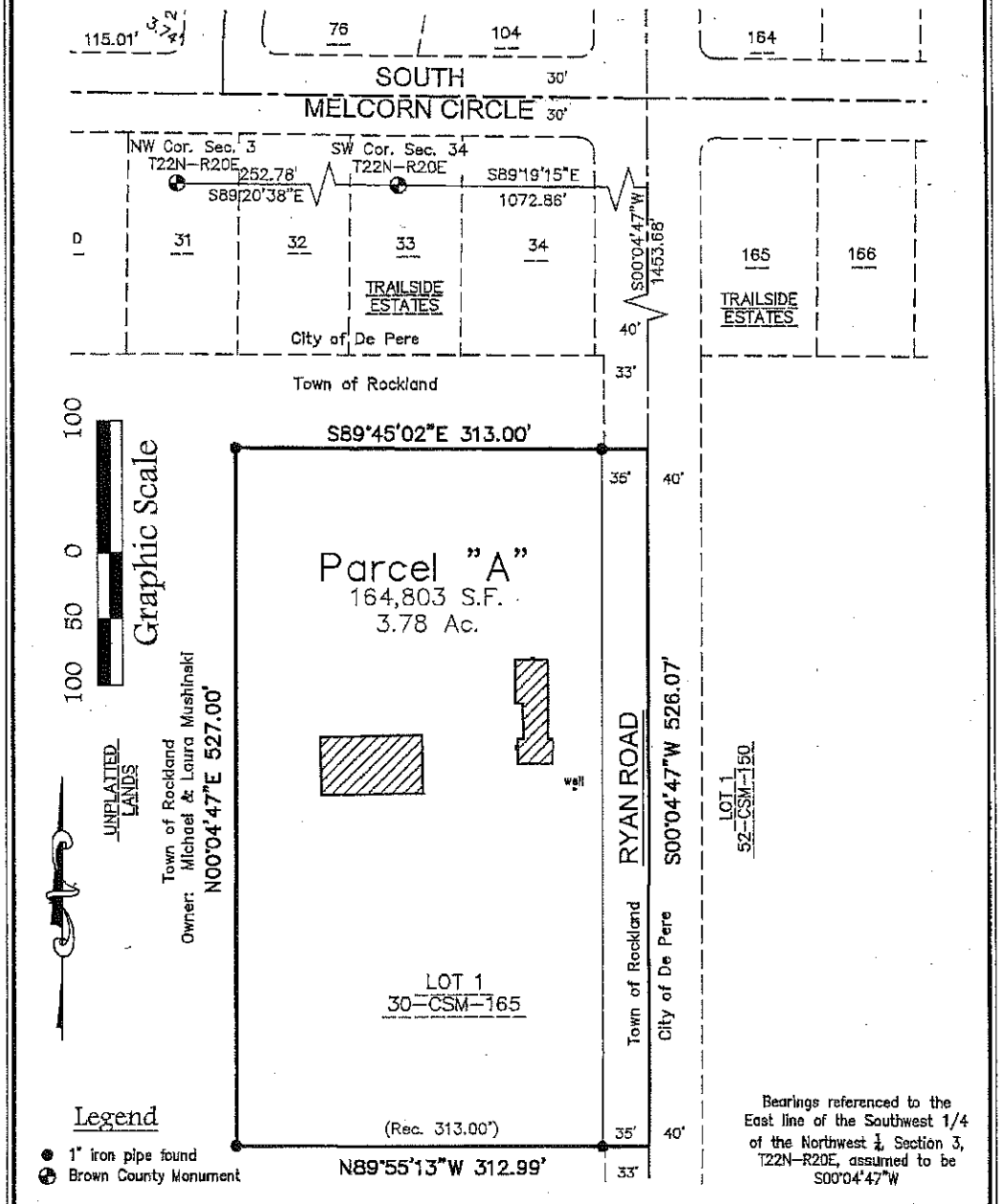
_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Annexation Exhibit

Part of the Southwest 1/4 of the Northwest 1/4,
Section 3, T22N-R20E, Town of Rockland, Brown
County, Wisconsin



Client: Dorn, Peggy Drafted By: SMB File: D-16511Annexation 060712.dwg	Scale: 1"=100' Tax Parcel Number R-27	Mau & Associates LAND SURVEYING & PLANNING CIVIL & WATER RESOURCE ENGINEERING Phone: 920-494-9670 Fax: 920-494-9672	Sheet One of Two Project No.: D-16511 Drawing No.: L-8178

Annexation Ordinance
Exhibit 1

CITY OF DE PERE MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Proposed changes to §150-6 DPMC
Date: August 31, 2012

On August 16, 2012, the Park Board voted to amend city ordinances to prohibit 'wheeled' vehicles such as scooters, skateboards, roller skates (including in-line skates) and bicycles from operating upon the Riverwalk and Wildlife Viewing and Fishing Piers. The attached ordinance revisions will accomplish those requested prohibitions. These prohibitions do not restrict electric personal mobility devices or other devices used by persons with a disability that limits or impairs the ability to walk.

JSL:lvr
H:\jdupont\Memos\2012\Mayor & CC-ordinance amendment relating to vehicles on sidewalks- 8-31-12-168-001-12.docx

ORDINANCE #12-23

AMENDING §150-6 DE PERE MUNICIPAL CODE
RELATING TO VEHICLES ON SIDEWALKS

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

SECTION 1. **§150-6 Operation of Vehicles on Sidewalks,** De Pere Municipal Code is hereby amended as follows:

1: by adding the phrase "(including in-line skates)" after the term "roller skates" in the definition of *Play vehicle* under paragraph (b) thereof;

2: by creating the following definition of "*Sidewalk*" under paragraph (b) thereof:

> *Sidewalk* means any walk, walkway path, or similar way constructed for use of pedestrians.

3: by creating new paragraph (c)(20) as follows:

> (20) The Riverwalk, Wildlife Viewing and Fishing Piers.

4: by creating new (d) as follows:

> (d) *Bicycles prohibited on sidewalks.* No person shall operate a bicycle on any sidewalk located on the following public streets or public areas:
>
> (1) The Riverwalk, Wildlife Viewing and Fishing Piers.

with subsequent paragraphs re-lettered accordingly.

5: by creating new (g) as follows:

> (g) *Exceptions.* These provisions do not apply to a person with a disability that limits or impairs the ability to walk as defined in Wis. Stats. §340.01(43g).

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

SECTION 3. This ordinance shall be effective on and after its passage and publication.

Adopted by the Common Council of the City of De Pere, this 4th day of September, 2012.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Sec. 150-6. - Operation of vehicles on sidewalks.

(a)

Prohibited operation generally. No person shall operate any vehicle on any sidewalk in the city except play vehicles and bicycles as defined in subsection (b) of this section, and provided that the operator, when approaching any pedestrian, shall yield the right-of-way to such pedestrian.

(b)

Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Bicycle means, as set forth in Wis. Stats. § 340.01(5), every device propelled by feet acting upon pedals and having wheels, any two of which are not less than 14 inches in diameter.

Miniature motorized vehicle means any battery operated vehicle capable of self-propelled speeds no greater than five miles per hour designed and intended for use by individuals weighing not more than 90 pounds. Miniature motorized vehicles shall be considered play vehicles for purposes of subsections (b) and (c) of this section.

Motor vehicle means, as set forth in Wis. Stats. § 340.01(35), any vehicle which is self-propelled.

Play vehicle means, as set forth in Wis. Stats. § 340.01(43m), a coaster, skateboard, roller skates, in-line skates, sled, toboggan, unicycle, motorized scooter or toy vehicle upon which a person may ride.

Sidewalk means any walk, walkway path, or similar way constructed for use of pedestrians.

(c)

Play vehicles prohibited on certain sidewalks. The operation of play vehicles is prohibited on any sidewalk located upon the following public streets or public areas:

(1)

The extension of Voyageur Park lying south of James Street and west of North Front Street.

(2)

Front Street between the Claude Allouez Bridge and William Street.

(3)

Broadway, North and South, between Chicago Street and Cass Street.

(4)

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Wisconsin Street, North and South, between Charles Street and Cass Street.

(5)

Michigan Street, North and South, between Charles Street and James Street.

(6)

Charles Street between Wisconsin Street and North Broadway.

(7)

George Street between Erie Street and the Claude Allouez Bridge.

(8)

James Street between Front Street and Michigan Street.

(9)

William Street between Front Street and Wisconsin Street.

(10)

Cass Street between Front Street and North Broadway.

(11)

Pedestrian mall north of James Street lying between North Broadway and Wisconsin Street.

(12)

The northerly sidewalk of the Claude Allouez Bridge.

(13)

Main Avenue between the Claude Allouez Bridge and Sixth Street.

(14)

Reid Street between Third Street and Sixth Street.

(15)

Third Street, west side, between Reid Street and Main Avenue.

(16)

Fourth Street between Reid Street and the alley lying north of Main Avenue.

(17)

Fifth Street between Reid Street and the alley lying north of Main Avenue.

(18)

Sixth Street between Reid Street and Fort Howard Avenue.

(19)

Any pedestrian walk located within any city-owned parking facility.

(20)

The Riverwalk, Wildlife Viewing and Fishing Piers.

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(d)

~~*Motor vehicles prohibited on sidewalk.* No person shall operate a motor vehicle on any publicly owned sidewalk or parking lot except that miniature motorized vehicles~~

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~~may be operated within those areas where play vehicles are permitted, but only where such operation is directly accompanied by and under the direct supervision of a parent or adult.~~

Bicycles prohibited on sidewalks. No person shall operate a bicycle on any sidewalk located on the following public streets or public areas:

(1) The Riverwalk, Wildlife Viewing and Fishing Piers.

(e)

Motor vehicles prohibited on sidewalk. No person shall operate a motor vehicle on any publicly owned sidewalk or parking lot except that miniature motorized vehicles may be operated within those areas where play vehicles are permitted, but only where such operation is directly accompanied by and under the direct supervision of a parent or adult.

(f)

Regulation of motorized scooters.

(1)

Definition. A motorized scooter shall be defined as a play vehicle under Wis. Stats. § 340.01(43m). A motorized scooter shall mean a play vehicle consisting of a long footboard between two tandem wheels with an upright steering column, propelled by a low powered motor. A motor scooter under this section does not meet the federal safety standards for operation upon a highway. A motorized scooter shall not include a vehicle that can be legally registered by the State of Wisconsin and operated on a highway, or a device defined as an electric personal assistive mobility device under Wis. Stats. § 340.01(15pm).

(2)

Operating motorized scooters. Operation of a motorized scooter is hereby permitted only on a sidewalk in residential areas, except that no person shall operate a motorized scooter in any of the following areas:

a.

On any street or highway;

b.

On any sidewalk located on the Claude Allouez Bridge for the entire length of the bridge;

c.

In any public parking lot;

d.

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On private property, unless permission has been received from the owner, lessee, or person in charge of such property;

e.

On any public step, railing, wall, or any appurtenance to a public way;

f.

On the Fox River Trail, the East River Trail, in The Preserve, or in any public park;

(3)

Right-of-way. A person riding a motorized scooter upon a sidewalk or such other area as is allowed herein, shall yield the right-of-way at all times to any pedestrian, shall exercise due care and shall give an audible signal before overtaking or passing any bicycle, pedestrian, or electric personal assistive mobility device proceeding in the same direction.

(4)

Other regulations. Whenever a motorized scooter is operated on a permitted sidewalk, the following shall apply:

a.

No motorized scooter may be used to carry or transport more persons at one time than the number for which it is designed;

b.

No person operating a motorized scooter shall operate it in such a manner which prevents the operator from keeping at least one hand upon the handlebars at all times;

c.

No motorized scooter nor any person operating a motorized scooter shall attach himself, herself, or the motorized scooter to any other motorized scooter, bicycle, or motor vehicle.

(5)

Prohibited where bicycles are prohibited. Any area wherein bicycles are prohibited by official sign shall apply to motorized scooters.

(6)

Parent/guardian responsibility. Pursuant to Wis. Stats. § 346.77, no parent or guardian shall authorize or knowingly permit a child operating a motorized scooter to violate any provisions of this chapter.

(g)

Exceptions. These provisions do not apply to a person with a disability that limits or impairs the ability to walk as defined in Wis. Stats. §340.01(43g).

(Code 1974, § 43.06; Ord. No. 03-29, §§ 1, 2, 11-4-2003; Ord. No. 07-30, § 6, 10-16-2007)

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RESOLUTION #12-103

AUTHORIZING FOURTH AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE CITY OF DE PERE AND GRAEF – USA INC.

WHEREAS, the City of De Pere and Graef – USA Inc. are parties to an Agreement for Engineering Services dated October 2, 2007 and amended as of May 24, 2010, December 2, 2011 and March 27, 2012 ("collectively referred to as The Agreement"); and

WHEREAS, the parties wish to again amend The Agreement to revise the Construction Engineering Service responsibilities of Graef – USA Inc. to include Construction Engineering services for Phase II of the Riverwalk and Wildlife Viewing Pier Project upon the terms and conditions set forth in Exhibit 1, attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Fourth Amendment to Agreement for Engineering Services Between the City of De Pere and Graef - USA Inc. (Exhibit 1) in an amount not to exceed $30,000; provided however that total compensation for all construction services (Amendments Two and Four) shall not exceed the $88,000 previously authorized under Amendment Two.

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 4th day of September, 2012.

APPROVED:

_____

Michael J. Walsh, Mayor

ATTEST:

_____

Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____

FOURTH AMENDMENT
TO AGREEMENT FOR ENGINEERING SERVICES
BETWEEN THE CITY OF DE PERE AND GRAEF – USA INC.

WHEREAS, the City of De Pere, a Wisconsin municipal corporation ("City") and Graef – USA Inc., a Wisconsin corporation ("Consultant") are parties to an Agreement for Engineering Services dated October 2, 2007 and amended as of May 24, 2010, December 2, 2011 and March 27, 2012 ("collectively referred to as The Agreement"); and

WHEREAS, the parties wish to again amend The Agreement to revise the Construction Engineering Service responsibilities of Consultant to include Construction Engineering services for Phase II of the Riverwalk and Wildlife Viewing Pier Project upon the terms and conditions set forth in collective Exhibit A (comprised of Construction Phase Services Contract and Consultant's August 29, 2012 letter to Marty Kosobucki) and Exhibit B (Payment Provisions), attached hereto and incorporated herein by reference.

NOW THEREFORE, upon the mutual covenants and obligations contained herein, and upon such other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consultant shall perform such services as set forth in collective Exhibit A.
2. Consultant shall be compensated by City in accordance with Exhibit B, not to exceed $30,000 for Phase II Construction Services; provided that total compensation for all Construction Services (Amendments Two and Four of The Agreement) shall not exceed the $88,000 previously authorized under Amendment Two.
3. The anticipated start of project construction shall be September 5, 2012 with completion expected December 31, 2012. The actual construction schedule shall be dependent on the final schedule of the selected contractor.
4. All terms and conditions of The Agreement, unless specifically amended by this Fourth Amendment shall remain in full force and effect.

GRAEF – USA INC.
By:

_____
Michael J. Lefebvre, V.P.

_____
Patrick J. Skalecki, Principal

Date: _____

CITY OF DE PERE, WISCONSIN
By:

_____
Michael J. Walsh, Mayor

_____
Shana L. Defnet, Clerk-Treasurer

Date: _____

EXHIBIT A

TO

AGREEMENT BETWEEN

CITY OF DE PERE (CLIENT) AND

GRAEF-USA INC. (GRAEF)

CONSTRUCTION PHASE SERVICES

Dated August 29, 2012

1.1 CONSTRUCTION ENGINEERING SERVICES

Upon execution of first prime contract for construction on Project by CLIENT, GRAEF will provide Construction Phase Services as follows:

1.1.1 GRAEF shall consult with and advise CLIENT and act as CLIENT's representative in general administration of construction contract(s) as provided in Standard General Conditions of Construction Contract, EJCDC C-700 (2002 edition) of Engineers Joint Contract Documents Committee. Extent and limitations of duties, responsibilities and authority of GRAEF as assigned in said General Conditions shall not be modified, except as GRAEF and CLIENT may mutually agree in writing. All of CLIENT's instructions to Contractor(s) will be issued through GRAEF who will have authority to act on behalf of CLIENT to extent provided in said General Conditions.

1.1.2 GRAEF shall make visits to site at intervals appropriate to various stages of construction as GRAEF deems necessary in order to observe as an experienced and qualified design professional progress and quality of various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, GRAEF shall endeavor to determine in general if such work is proceeding in accordance with Contract Documents and GRAEF shall keep CLIENT informed of progress of work.

1.1.3 Purpose of GRAEF's visits to and representation by Resident Project Representative (and assistants, if any) at site will be to enable GRAEF to better carry out duties and responsibilities assigned to and undertaken by GRAEF during Construction Phase, and, in addition, by exercise of its efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that completed work of Contractor(s) will conform generally to Contract Documents and that integrity of design concept as reflected in Contract Documents has been implemented and preserved by Contractor(s). On the other hand, GRAEF shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall GRAEF have authority over or responsibility for means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing our work. Accordingly, GRAEF can neither guarantee performance of construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform our work in accordance with Contract Documents.

1.1.4 GRAEF may recommend to CLIENT on basis of its observations, disapproval of or rejection

of Contractor(s)' work while it is in progress if GRAEF believes that such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice integrity of design concept of Project as reflected in Contract Documents.

1.1.5 GRAEF shall issue necessary interpretations and clarifications of Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.1.6 GRAEF shall review and take appropriate action in respect to shop drawing submittals, (as that term is defined in General Conditions), samples and or data which Contractor(s) are required to submit, but only for conformance with design concept of Project and compliance with information given in Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.1.7 GRAEF shall evaluate and determine acceptability of substitute materials and equipment proposed by Contractor(s), but subject to provision of Section 2 of this AGREEMENT.

1.1.8 GRAEF, with approval of CLIENT, may require special inspection or testing of work, and shall receive and review all certificates of inspections, testings, and approvals required by laws, rules, regulations, ordinances, codes, orders or Contract Documents (but only to determine generally that content complies with requirements of, and results certified indicate compliance with, Contract Documents).

1.1.9 GRAEF shall act as initial interpreter of requirements of Contract Documents and judge of acceptability of work thereunder and make decisions on all claims of CLIENT and Contractor(s) relating to acceptability of work or interpretation of requirements of Contract Documents pertaining to execution and progress of work. GRAEF shall not be liable for results of any such interpretations or decisions rendered in good faith.

1.1.10 Based on GRAEF's on-site observations as an experienced and qualified design professional, on information provided by Resident Project Representative and on review of applications for payment and accompanying data and schedules, GRAEF shall determine amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts.

1.1.11 Such recommendations of payment will constitute a representation to CLIENT, based on such observations and review, that work has progressed to point indicated, and that, to best of GRAEF's knowledge, information and belief, quality of such work is generally in accordance with Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial completion, to results of any subsequent tests called for in Contract Documents and to any or qualifications stated.

1.1.12 By recommending any payment, GRAEF will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by GRAEF to check quality or quantity of Contractor(s)' work as it is furnished and performed beyond responsibilities specifically assigned to it in this Agreement and Contract Documents. GRAEF's review of Contractor(s)' work for purposes of recommending payments will not impose on GRAEF responsibility to supervise, direct or control such work or for means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to our furnishing and performing work. It will also not impose responsibility on GRAEF to make any examination to ascertain how or for what purposes any Contractor has used moneys paid on account of Contract Price, or to determine that title to any of work, materials, or equipment has passed to CLIENT free and

clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between CLIENT and CONTRACTOR that might affect amount that should be paid.

1.1.13 GRAEF shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with Contract Documents (but such review will only be to determine that content complies with requirements of, and in case of certificates of inspection, tests and approvals results certified indicate compliance with, Contract Documents); and shall transmit them to CLIENT with written comments.

1.1.14 GRAEF shall conduct an inspection to determine if work is substantially complete and a final inspection to determine if completed work is acceptable so that it may recommend, in writing to CLIENT, final payment to Contractor(s).

1.1.15 GRAEF shall not be responsible for acts or omissions of any Contractor, or of any subcontractor or supplier, or any of Contractor(s); or subcontractor's or supplier's agents or employees or any other persons (except GRAEF's own employees and agents) at site or otherwise furnishing or performing any of Contractor(s) work; however, nothing contained in this Section shall be construed to release GRAEF from liability for failure to properly perform duties and responsibilities assumed by it in Contract Documents.

1.1.16 GRAEF will provide services of a Resident Project Representative and assistants as agreed upon at site to assist GRAEF and to provide part time observation during regular eight-hour work day of Contractor(s).

1.1.17 Resident Project Representative (and any assistants) will be GRAEF's agent or employee and under its supervision. Duties and responsibilities of Resident Project Representative (and assistants) are set forth in below:

2.1 RESIDENT PROJECT REPRESENTATIVE (RPR)

GRAEF shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist in observing performance of the Work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, GRAEF shall endeavor to provide further protection for CLIENT against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make GRAEF responsible for or give it control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents and in particular the specific limitations set forth, are applicable.

RPR is GRAEF's agent at the site, will act as directed by and under the supervision of GRAEF's Project Manager (GPM), and will confer with GPM regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with GPM and CONTRACTOR keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of GPM.

2.2 DUTIES AND RESPONSIBILITIES OF RPR

2.2.1 Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with GPM concerning acceptability.

2.2.2 Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

2.2.3 Liaison:

2.2.3.1 Serve as GRAEF's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist GPM in serving as CLIENT's liaison with CONTRACTOR when CONTRACTOR's operations affect CLIENT's on-site operations.

2.2.3.2 Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.

2.2.4 Shop Drawings and Samples:

2.2.4.1 Record date of receipt of shop drawings and samples.

2.2.4.2 Receive samples which are furnished at the site by CONTRACTOR, and notify GPM of availability of samples for examination.

2.2.4.3 Advise GPM and CONTRACTOR of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by GRAEF.

2.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

2.2.5.1 Conduct on-site observations of the Work in progress to assist GRAEF in determining if the Work is in general proceeding in accordance with the Contract Documents.

2.2.5.2 Report to GPM whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise GPM of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

2.2.5.3 Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to GPM appropriate details relative to the test procedures and start-ups.

2.2.5.4 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to GPM.

2.2.6 Interpretation of Contract Documents: Report to GPM when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR

clarifications and interpretations as issued by GRAEF.

2.2.7 Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to GPM. Transmit to CONTRACTOR decisions as issued by GRAEF.

2.2.8 Records:

2.2.8.1 Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, GRAEF's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

2.2.8.2 Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to GPM.

2.2.8.3 Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors, and major suppliers of materials and equipment.

2.2.9 Reports:

2.2.9.1 Furnish GPM periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of shop drawing and sample submittals.

2.2.9.2 Consult with GPM in advance of scheduled major tests, inspections or start of important phases of the Work.

2.2.9.3 Draft proposed Change Orders and Work Directive Changes, obtaining back-up material from CONTRACTOR and recommend to GPM Change Orders, Work Directive Changes, and Field Orders.

2.2.9.4 Report immediately to GPM and CLIENT upon the occurrence of any accident.

2.2.10 Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to GPM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

2.2.11 Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to GPM for review and forwarding to CLIENT prior to final payment for the Work.

2.2.12 Completion:

2.2.12.1 Before GRAEF issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

2.2.12.2 Conduct final inspection in the company of GPM, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.

2.2.12.3 Observe that all items on final list have been completed or corrected and make recommendations to GPM concerning acceptance.

2.3 LIMITATIONS OF AUTHORITY

Resident Project Representative:

2.3.1 Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by GRAEF.

2.3.2 Shall not exceed limitations of GRAEF's authority as set forth in the AGREEMENT or the Contract Documents.

2.3.3 Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors, or CONTRACTOR's superintendent.

2.3.4 Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

2.3.5 Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

2.3.6 Shall not accept shop drawing or sample submittals from anyone other than CONTRACTOR.

2.3.7 Shall not authorize CLIENT to occupy the Project in whole or in part.

2.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by GRAEF.

1150 Springhurst Drive, Suite 201
Green Bay, WI 54304-5950
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com

GRAEF

collaborate / formulate / innovate

August 29, 2012

Marty K. Kosobucki
Director of Parks, Recreation & Forestry
925 South Sixth Street
De Pere, WI 54115-1199

Subject: Construction Engineering Services
Amendment No. 4
Riverwalk & Wildlife Viewing Pier
Phase II Construction

Dear Marty:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal to amend our services to City of De Pere (Client). An executed copy of this proposal will amend our Agreement dated October 2, 2007 and previously amended.

This proposal is for professional services for Riverwalk & Wildlife Viewing Pier Phase II (Project).

It is our understanding that the nature of the Project is to provide Construction Engineering Services for the Construction of Phase II for the Project.

For this Project, GRAEF proposes to provide the following additional Basic Services:

- Construction Engineering Services, including:
  - Construction Surveying
  - Part-time Resident Inspection
  - Shop Drawing Review
  - Construction Administration

Attached to this amendment is a more comprehensive list of the typical services that are anticipated to be provided under this amendment (See attached Exhibit A).

GRAEF will endeavor to perform the proposed Basic Services per the following schedule:

- Commencing on September 5, 2012 and concluding on December 31, 2012. The actual timeline for the work will be dependent on the schedule of the Contractor and final project acceptance by the City.

For this Project, it is our understanding Client will provide the following services, items and/or information:

- Management and Coordination of Funding and Grants

For all additional Basic Services, Client agrees to compensate GRAEF as follows:

Compensation will be on an Hourly Basis with an estimated not to exceed limit of $30,000. (See attached Exhibit B)

Graef-USA Inc. looks forward to providing additional services to City of De Pere on this long awaited Project.

Sincerely,

Graef-USA Inc.

Michael J. Lefebvre, P.E.
Vice President

EXHIBIT B

TO

AGREEMENT BETWEEN

CITY OF DE PERE (CLIENT) AND

GRAEF-USA INC. (GRAEF)

PAYMENT PROVISIONS

Dated August 29, 2012

SECTION 5 - PAYMENT PROVISIONS

1.1 BASIS OF PAYMENT

CLIENT shall pay GRAEF for costs of Basic Services during Construction Phase as follows:

1.1.1 STANDARD HOURLY RATE METHOD OF PAYMENT

1.1.1.1 Basic Services rendered under Exhibit A, an amount equal to the cumulative hours charged to the Project by each classification of GRAEF's employee, times the current Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and GRAEF's Consultant charges, if any.

1.1.1.2 GRAEF Standard Hourly Rates and Reimbursable Expenses Schedule as follows:

1.1.1.3 GRAEF estimates that a total compensation of $30,000 will be required to perform the Basic Services as enumerated in Section 1 and Exhibit A. It is understood that the total compensation for this Amendment No. 4 and Amendment No. 2 shall not exceed $88,000 without prior approval. If it becomes apparent at any time before Basic Services to be rendered under this Agreement are 80 percent complete, and that the total compensation may be exceeded, GRAEF shall give CLIENT a written notice thereof. Parties to this Agreement, will then meet at a mutually agreed time and work out a mutually agreeable solution to contain costs and complete the Work.

1.1.1.4 Total Compensation in 1.1.1.3 is based upon Contract Time to complete the Work not exceeding 4 months. Should the Contract Time to complete the Work be extended by CLIENT beyond this period, the total compensation to GRAEF shall be appropriately adjusted.

1.1.1.5

Senior Project Manager	$150.00
Senior Structural Engineer	$110.00
Design Engineer	$80.00
CADD Technician	$65.00
Registered Surveyor	$80.00
Resident Project Representative	$80.00

Automobile travel will be billed at the allowable federal rate, currently set at 55.5 cents per mile. Trucks and vans will be billed at 75 centers per mile.

Memorandum

To: City Council

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

Re: Award of Riverwalk Phase II

Date: September 4, 2012

We have received the bids for Phase II of the Riverwalk and Wildlife Viewing Pier. I have included a summary of bids from the June 26, 2012 opening. I have also included a summary from our consultant explaining the different options the City can consider and who the low bid would be for that option. I have summarized some key points below with regard to the various options.

Floating Dock versus Fixed Dock – In analyzing the two type of docks, we believe the Fixed Dock may be a better option to go with for the Fishing Dock. Although the Fixed Dock will be slightly higher than the floating dock, it would be more cost effective considering the fishing dock will be still low enough to adequately fish from it. The difference between the Floating and the Fixed Dock will only be a few feet.

Fishing Dock or no Fishing Dock – The WDNR has confirmed that even without the Fishing Dock our project should continue to receive funding as long as the island remains open to fishing. We are currently working through concerns with the Navigation System Authority related to fishing throughout the island. Staff is meeting with the local conservation warden and the Navigation System Authority prior to the council meeting and should be able to report any issues. The area is sure to be a tourist location for many people wanting to fish. Without the fishing dock I believe we will have some uncontrolled access to the island for people wanting to fish. I believe fishing dock not only adds an element to tourism, but would also aid in controlling the fishing environment on site.

Analysis of Bids

Riverwalk and Wildlife Viewing Pier

Phase 2

City of De Pere

June 29, 2012

Option	Project Award Options	Low Bidder	Contract Amount
1	Total Project (Floating Dock Alt.)	Janke General Contractors, Inc.	$ 1,340,000 ($148,000)
2	Total Project (Fixed Dock Alt.)	Zenith Tech, Inc.	$ 1,228,000 ($168,000)
3	Viewing Pier Only	Janke General Contractors, Inc.	$ 975,000 ($93,000)
4	Fishing Dock Only (Floating)	Janke General Contractors, Inc.	$ 365,000 ($55,000)
5	Fishing Dock Only (Fixed)	Zenith Tech, Inc.	$ 246,000 ($83,000)
	Phase I Project	Janke General Contractors, Inc.	$1,808,964.20

Note:

1. Depending on the award option selected, the final contract amount may be reduced from $55,000 to $168,000. The potential reduction for each option is shown above in parenthesis.

Summary of Bids
Riverwalk and Wildlife Viewing Pier
Phase II
City of De Pere

June 26, 2012

	Item Description	Janke General Contractors, Inc. Athens, WI	Lunda Construction Company Little Chute, WI	Zenith Tech, Inc. Waukesha, WI
Item A-1	Mobilization	$ 200,000	$ 233,853	$ 175,000.00
Item B-1	Wildlife Viewing Pier	$ 682,000	$ 713,430	$ 722,000.00
Item B-2	Wildlife Viewing Pier Construction Access	$ 93,000	$ 54,809	$ 85,000.00
Item C-1	Fishing Dock and Gangway (Floating):	$ 310,000	$ 406,040	$ 319,000.00
Item C-1 (alt)	Fishing Dock and Gangway (Fixed):	$ 280,750	$ 301,903	$ 163,000.00
Item C-2	Fishing Dock Construction Access	$ 55,000	$ 124,468	$ 83,000.00
	Total (All Items except Item C-1(alt))	**$ 1,340,000**	**$ 1,532,600**	**$ 1,384,000.00**
	Total (Alternate) (All Items except Item C-1	**$ 1,310,750**	**$ 1,428,463**	**$ 1,228,000.00**
Item D-1	Salvaging of Viewing Pier Causeway (Add or Deduct or N/A)	N/A	$ (6,722.00)	$ (10,000.00)
	Estimated Quantity of crushed aggregate (cubic yards)	1500 c.y.	None Listed	2000 c.y.
Item D-2	Salvaging of Fishing Dock Causeway (Add or Deduct or N/A)	N/A	$ (3,100.00)	$ (10,000.00)
	Estimated Quantity of crushed aggregate (cubic yards)	600 c.y.	2200 c.y.	2000 c.y.
	Subcontractors	West Electric Inc. Midwest Drilled Foundations HDB Marine	Calnin & Goss, Inc. West Electric Inc. Spancrete Structure Marine	None Listed

Lefebvre, Michael

Subject: FW: De Pere fishing dock

Fixed Dock

Advantages

- Designed for fixed position and current during flood conditions – no potential of binding during vertical movement. (Deck Elevation 585.40-100 year flood stage)
- Piles located below structure (aesthetic value)
- Depth of overall structure is less. Greater clearance. (12 inch structure depth-OHWM clearance approx 34 inches)
- Railing is same as existing/painted gray)

Disadvantages

- No clearance during flood conditions.
- Standard contractor warranty (1 year)
- Probable required cleaning after flood events
- Treated wood/steel structure
- Gangway is aluminum

Floating Dock–

Advantages

- Accessible during flood conditions. Deck is kept above flood water. (18 inch free board at 100 year flood)
- Aluminum construction.
- Longer warranty by manufacturer (10 year)
- Potential seasonal removal
- Railing is aluminum

Disadvantages

- Piles extend above deck elevation.
- Greater structure depth (depth of floats).

"THE DE PERE RIVERWALK" DONATIONS

Account # for Revenue: 235-48500 Account #for Expenses: 235-56720

DATE	NAME	ADDRESS	AMOUNT COLLECTED
6/29/2007	***Resch Foundation, LTD**	1330 Bellevue St, PO Box 8100, Green Bay 54308-8100	$100,000.00
7/11/2007	***George Kress Foundation, Inc.** - over a 2 yr period beginning Sept. 2007	1700 N. Webster Court, PO Box 19017, Green Bay 54307-9017	$30,000.00
7/31/2007	***K.C. Stock Foundation** - 1st pymt $25,000 at start of construction and 2nd pymt $25,000 Dec. 31st the following year.	111 N. Washington St, Ste 450, Green Bay 54301 (920/490-8290)	$50,000.00
7/17/2007	***Ron and Katherine Harper** - Payments 1/15/08 - $175,000 - pmt rec'd 2/4/08 via wire	No address listed	$175,000.00
11/7/07	**Dave & Nancy Stellpflug**	1988 Tyler Ln, De Pere	$1,503.68
5/15/2008	**Ms. Rosella Heuvelman**	102 N. Washington St, De Pere	$25.00
9/17/2008	**Nancy L. Stimart Rev. Trust**	1790 Le Brun Road	$500.00
11/6/2008	**Irvin & Viola Peeters**	2646 Old Plank Road	$200.00
1/6/2009	**Michael & Susan Smullen**	706 N. Winnebago St.	$1,000.00
12/21/2009	**Michael & Susan Smullen**	706 N. Winnebago St.	$1,000.00
11/1/2010	**Harold & Arleen VandenHeuvel**	2026 Scheuring Rd, De Pere	$30,618.92
11/5/2010	**Donald & Patricia Schneider**	3316 Vista Rd, Green Bay 54301	$7,000.00
3/3/2011	**Belmark**	PO Box 5310, De Pere, WI 54115	$25,000.00
3/17/2011	**WI Coastal Management (Grant)**	(AD10937-011.31)	$100,000.00
3/17/2011	**WDNR Grant-Phase I**	(URGP2-252) email from Marty	$300,000.00
3/17/2011	**WDNR Grant-Phase I**	(URGP2-252) email from Marty	$39,474.00
3/17/2011	**WDNR Grant-Phase II**	(URGP3-258) email from Marty (NOTE: 50% of this we rec'd in an advanced pmt on 1/19/11 - $190,250 R61157	$380,500.00
3/17/2011	**WDNR Grant-Phase II**	(URGP3-258) email from Marty (NOTE: 50% of this we rec'd in an advanced pmt on 1/19/11 - $116,595.50 R61157	$233,191.00
6/9/2011	**Cloud Family Foundation, Inc.**	Pledge payable over 3 yrs - 1st pmt upon recognition construction is underway. Anticipate 1st distribution 8/2012; incl. naming rights for Pelican Lookout	$150,000.00
8/10/2010	**St. Norbert College Pledge**	Per Ald. Boyd's email 6/28/11	$10,000.00
12/14/2010	**WPS Foundation Pledge:** ***Payment #1 for $3,500 received 12/19/11***	Per Ald. Boyd's email 6/28/11: Pmt 2 pledged for Nov 2012-$12,500; Pmt 3 pledged for Nov 2013-$12,500	$28,400.00
9/14/2011	**Winston A. Ostrow**	233 N. Broadway, Apt. 120, De Pere	$250.00
9/14/2011	**Andy & Powell Trotti**	209 N. Huron St, De Pere	$200.00
9/14/2011	**Alan & Cindy Finesilver**	143 Scout Way, De Pere	$100.00
9/14/2011	**Fred & Karen Kersten**	849 Smits St, De Pere	$100.00
9/14/2011	**David DeKeyser/Rebecca Cleveland c/o The Bike Hub**	1025 N. Broadway, De Pere	$100.00
9/14/2011	**Maxine E. Cayce-Cashman**	1011 Third St, De Pere	$100.00
9/14/2011	**Shirley De Lorme**	2415 Oakwood Ave, Green Bay 54301	$100.00
9/14/2011	**Larry & Maureen Eifler**	205 S. Clay, De Pere	$50.00
9/14/2011	**Woman's Club of De Pere - behalf of GFWC**	1737 Jonathan Ct, De Pere	$1,000.00
9/14/2011	**Lynne & Dave DeKeyser**	1139 Jordan Rd, De Pere	$100.00

9/21/2011	**Marlin & Catherine Huppert (credit card donation - funds received from Chamber & deposited 11/1/11.)**	873 W. St. Francis Rd, De Pere	$1,000.00
9/21/2011	**Sarah Fenton(credit card donation - funds rec'd from Chamber & deposited 11/1/11.)**	620 N. Broadway, De Pere	$500.00
9/26/2011	**The Celebrate Committee Inc.**	905 George St, #138, De Pere	$500.00
10/26/2011	**Gene & Kathy Hackbarth**	933 Oakdale Ave, De Pere	$100.00
11/2/2011	**Leonard & Mary Hansen**	377 Swiss Hill Dr, Green Bay 54302	$75.00
11/3/2011	**Kate & Tom Wiers**	203 Scout Way, De Pere	$100.00
11/3/2011	**Bay Towel, Inc-John & Jan Butz**	Box 12115, Green Bay 54307	$1,000.00
11/16/2011	**Festival Foods-Mark Skogen**	237 Second Ave S., Onalaska, WI 54650	$5,000.00
12/9/2011	**The Word House LLC-James & Judith Kneiszel**	1120 Ridgeway Blvd, De Pere	$100.00
12/9/2011	**Baylake Bank-Paul Northway**	301 N. Adams, Green Bay, WI 54301	$1,000.00
12/9/2011	**Humana-c/o George Brown**	1100 Employers Blvd, De Pere	$1,000.00
12/12/2011	**LG Wood Foundation-Rick Baer**	1321 Ridgeway Blvd, De Pere	$50,000.00
12/12/2011	**Rod Kowalczyk**	1858 S. Sunkist Circle, De Pere	$500.00
12/15/2011	**Mike & Sue Smullen**	706 N. Winnebago St., De Pere	$500.00
12/21/2011	**Wochinske Family Foundation Inc James & Kathy Wochinske + pledge of add'l $5,000 in 2012**	1526 Merrill St, De Pere	$10,000.00
12/27/2011	**Richard & Joan Smits**	2093 Swanstone Circle, De Pere	$25.00
12/27/2011	**LeeAnn Hietpas**	2046 Charles Street, De Pere	$100.00
12/30/2011	**Kael J. Coleman; Kaden Coleman; Kayne & Gary Keith Coleman; Kris Clarksen & in Memory of Scott Danen; Brianna Clarksen; Katie Lea Coleman; Michael & Carinna Coleman**	8 acknowledgement letters were sent to each name listed for $100.00 donation each as requested by Marlin & Catherine Huppert	$800.00
1/4/2012	**Paul & Ann Schanen**	123 S. Clay St, De Pere	$100.00
1/4/2012	**Eugene & Dolores Bunker**	235 Lorrie Way, De Pere	$150.00
1/11/2012	**Cade W. Carter, Quinn N. Carter, & Keaton D. Carter**	3 acknowledgement letters were sent to the three names listed for $100.00 donation each and letter sent to Connie Krupp	$300.00
1/18/2012	**Mary Jo Janssen (150) Marlin & Catherine Huppert (50) Carolyn & Rodney Kowalczyk (50) Clayton & Rose Smits (50) in memory of Jim Janssen**	PO Box 236, De Pere	$300.00
1/18/2012	**John & Mary Dollar/V.N.L. Corp**	609 Grignon St, Green Bay	$500.00
1/18/2012	**Beautification Committee Pledge available July 2012 for landscaping only. (Letter in file)**	Cathery Huppert Beautification Member in absence of Rose Smits, Chair & Cheryl Detrick Area Chamber of Commerce	$5,000.00
2/8/2012	**John & Engrid Meng, Inc. $5,000 pledged over 2 yrs. This is 1st of 2 payments**	428 N. Superior St., Suite 202, De Pere	$2,500.00
3/2/2012	**Nancy Vander Kelen**	3934 St. Croix Circle, Green Bay 54301	$1,000.00
3/7/2012	**John Newman**	2862 Old Plank Rd, De Pere	$100.00
3/7/2012	**Carolyn Jahns**	1858 S.Sunkist Circle, De Pere	$500.00

3/7/2012	**Clayton & Rose Smits**	826 Jordan Rd, De Pere	$1,000.00
3/8/2012	**Union Hotel-McKim Boyd**	200 N. Broadway, De Pere	$2,500.00
3/8/2012	**Union Hotel-W. James Boyd Estate**	200 N. Broadway, De Pere	$2,500.00
3/16/2012	**Rosella Heuvelman (NOTE: 2nd 25.00 donation made/1st one on 5/15/08**	102 N. Washington St, De Pere	$25.00
4/13/2012	**Lindeman Cleaners-Dennis Schmidt**	1231 S. Monroe St., Green Bay, WI 54301	$1,750.00
5/17/2012	**Knights of Columbus**		$25,000.00
5/17/2012	**Colleen & Larry Delo**	1904 Painthorse Trail, De Pere, WI	$100.00
5/18/2012	**De Pere Municipal Assoc.**		$250.00
6/9/2012	**James and Kathryn Wochinske**	1526 Merrill St, De Pere	$2,500.00
6/9/2012	**Wochinske Family Foundation**	1526 Merrill St, De Pere	$2,500.00
6/10/2012	**Elizabeth J. Nick Estate**	605 N. Broadway St	$440.00
7/3/2012	**John and Nancy Nusbaum**	1319 Summer Range Road De Pere	$500.00
7/3/2012	**Rosella Heuvelman (Note: 3rd $25 donation made; 2nd one made 3/16/12)**	102 N. Washington St, De Pere	$25.00
7/8/2012	**Michael C Wozniak**	3523 Ryan Road De Pere $3000 for memorial bench	$3,000.00
7/17/2012	**Gregory and Jacqueline Olson**	1356 Crystal Rock Ct De Pere	$100.00
7/23/2012	**Sherry Fuller**	848 Urbandale Ave De Pere	$500.00
7/23/2012	**Woman's Club of De Pere - behalf of GFWC**	1737 Jonathan Ct, De Pere	$400.00
7/23/2012	**Brian Pirman**	402 S. Michigan St De Pere	$100.00
7/23/2012	**David and Nancy Stellpflug**	1988 Tyler Ln, De Pere	$3,496.32
7/23/2012	**James and Susan Conrardy**	1757 Camarillo Court De Pere	$100.00
7/23/2012	**Phillip Lehman and Judy Schmidt-Lehman**	Martinwood De Pere WI	$250.00
8/6/2012	**Jim and Sheila Growt Foundation Pledge**	Per Ald. Boyd's email 8/06/2012	$10,000.00
8/6/2012	**Cuene Family Foundation Pledge**	Per Ald. Boyd's email 8/06/2012	$10,000.00
8/6/2012	**De Pere Rotary Pledge**	Per Ald. Boyd's email 8/06/2012 Pledged over 3 years	$10,000.00
8/7/2012	**Kiwanis Club of De Pere Charity Fund**	PO Box 5981 De Pere WI 54115	$1,770.42
8/8/2012	**Matching Gift - Jacqueline and Gregory Olson**	1356 Crystal Rock Ct De Pere Matching Gift-American Transmission Co.	$100.00
8/8/2012	**Harold & Suzanne Ecker**	702 Waubaunuqua Trail De Pere Memorial Bench	$3,000.00
8/29/2012	**WDNR Cost Amendment Grant (notified on 8-22-12)**		$461,000.00
8/29/2012	**Private Donor Pledge**		$250,000.00

GRAND TOTAL: **$2,541,169.34**

NOTE: *The first five names listed above were approved by Finance on 10/9/07 and Council on 10/16/07 Res. 07-125

Per Adm. Delo on 12/15/10, the Harpers relinquished naming rights and it's now called The De Pere Riverwalk.

Updated 08-08-2012

S:/Clerk/Riverwalk/Riverwalk Donations

Updated 08/29/12

City of De Pere
RIVERWALK PIER FUND

	2007	2008	2009	2010	2011	2012	Total
REVENUES							
Donations	$ 1,503.68	$ 175,725.00	$ 2,000.00	$ 37,618.92	$ 97,800.00	$ 107,356.74	**$ 422,004.34**
State Grants					306,845.50		**306,845.50**
Total	**1,503.68**	**175,725.00**	**2,000.00**	**37,618.92**	**404,645.50**	**107,356.74**	**728,849.84**
EXPENDITURES							
Marty Kosobucki	1,503.68						**1,503.68**
Mike Walsh	121.95						**121.95**
US Army Corps of Engineers	850.00						**850.00**
Graef, Anholt, Schloemer		74,283.43					**74,283.43**
GRAEF			3,042.07	24,039.00	97,505.00	61,639.29	**186,225.36**
Robb Memmaerts		275.00					**275.00**
Arketype, Inc		500.00				**639.33**	**1,139.33**
Steiro Appraisal Service				6,000.00			**6,000.00**
Thilmany Purchase				72,530.44			**72,530.44**
United Sign						263.85	**263.85**
Christopher Langenfield						350.00	**350.00**
Badgerland Printing					2,056.44		**2,056.44**
Pack-in-Ship					139.88	1,117.92	**1,257.80**
Jahnke General Contractors						1,808,964.20	**1,808,964.20**
De Pere Hardware						32.97	**32.97**
Valley Advertising						121.59	**121.59**
Fox River Navigational Auth.						18,165.00	**18,165.00**
Desert Vets of Wisconsin						200.00	**200.00**
C/C					138.61	122.82	**261.43**
Total	**2,475.63**	**75,058.43**	**3,042.07**	**102,569.44**	**99,839.93**	**1,891,616.97**	**2,174,602.47**

Current Fund Balance at August 29, 2012 **$ (1,445,752.63)**

The Following are Pledges or Grants Receivable at this time

Resch Foundation	$ 100,000.00
George Kress Foundation	30,000.00
KC Stock Foundation	50,000.00
WI Coast Management	100,000.00
WDNR Grant-Phase I	300,000.00
WDNR Grant-Phase I	39,474.00
WDNR Grant-Phase II	190,250.00
WDNR Grant-Phase II	116,595.50
WDNR Cost Amend. Grant	461,000.00
Cloud Family Foundation, Inc.	100,000.00
Saint Norbert College	10,000.00
Private Donor Pledge	250,000.00
Wisconsin Public Service	25,000.00
TOTAL	**$ 1,772,319.50**

$ 1,772,319.50

CURRENT PHASE ONE FUND BALANCE: **$ 326,566.87**

PHASE TWO ESTIMATED CONSTRUCTION COST: **$ (1,228,000.00)**
(Does not include engineering and other incidental costs)

Total Phase One & Two Construction Cost Balance **$ (901,433.13)**
(Does not include engineering and other incidental costs)
(Does not include anticipated additional grant and donation funds)

Memo — City of De Pere

To: City Council Members
From: Michael J. Walsh, Mayor
Subject: Appointment/Re-Appointment
Date: August 31, 2012

I am submitting the following names for appointment/re-appointment at the September 4, 2012 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with any of the individuals who are being submitted for your approval.

Board/Commission	**Appointment/Re-Appointment**
Designated Offender Advisory Board	Larry Lueck/Re-appointment
Designated Offender Appeal Board	Kevin Bauer/Re-Appointment

PACKET: 03717 SEP 2012 COUNCIL - 1 9-4-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0217	AGRI-PARTNERS COOPERATIVE							
	I-15242	AGRI-PARTNERS COOPERATIVE	R	9/04/2012		97.86CR	065708	
	I-201208281359	AGRI-PARTNERS COOPERATIVE	R	9/04/2012		42.35CR	065708	
	I-201208281360	AGRI-PARTNERS COOPERATIVE	R	9/04/2012		5.18CR	065708	
	I-201208281361	AGRI-PARTNERS COOPERATIVE	R	9/04/2012		161.23CR	065708	
	I-201208281362	AGRI-PARTNERS COOPERATIVE	R	9/04/2012		19.96CR	065708	
	I-201208281363	AGRI-PARTNERS COOPERATIVE	R	9/04/2012		1.95CR	065708	
	I-201208281364	AGRI-PARTNERS COOPERATIVE	R	9/04/2012		16.93CR	065708	345.46
0302	AIRGAS USA LLC							
	I-105438470	AIRGAS USA LLC	R	9/04/2012		140.80CR	065709	
	I-9903496136	AIRGAS USA LLC	R	9/04/2012		285.80CR	065709	426.60
0013	ARAMARK UNIFORM SERVICES INC							
	I-616-6462256	ARAMARK UNIFORM SERVICES INC	R	9/04/2012		320.63CR	065710	320.63
0014	ASCAP							
	I-201208281366	ASCAP	R	9/04/2012		326.42CR	065711	326.42
5238	ASD HEALTHCARE							
	I-11012687143	ASD HEALTHCARE	R	9/04/2012		660.00CR	065712	660.00
3448	ASSOCIATED WEALTH MANAGEMENT							
	I-5045126	ASSOCIATED WEALTH MANAGEMENT	R	9/04/2012		363.00CR	065713	
	I-5045127	ASSOCIATED WEALTH MANAGEMENT	R	9/04/2012		363.00CR	065713	
	I-5045128	ASSOCIATED WEALTH MANAGEMENT	R	9/04/2012		363.00CR	065713	
	I-5045153	ASSOCIATED WEALTH MANAGEMENT	R	9/04/2012		363.00CR	065713	
	I-5045154	ASSOCIATED WEALTH MANAGEMENT	R	9/04/2012		363.00CR	065713	1,815.00
1260	BADGER CONCRETE LIFTING							
	I-12-19 (1) FINAL	BADGER CONCRETE LIFTING	R	9/04/2012		2,070.15CR	065714	2,070.15
0442	BADGER LABORATORIES & ENGINEERING							
	I-INV000050110	BADGER LABORATORIES & ENGINEER	R	9/04/2012		20.00CR	065715	20.00
0441	BADGER METER INC							
	I-95675301	BADGER METER INC	R	9/04/2012		1,762.10CR	065716	1,762.10
0020	BADGERLAND PRINTING INC							
	I-20198	BADGERLAND PRINTING INC	R	9/04/2012		231.00CR	065717	
	I-20202	BADGERLAND PRINTING INC	R	9/04/2012		42.20CR	065717	
	I-20220	BADGERLAND PRINTING INC	R	9/04/2012		42.50CR	065717	
	I-20227	BADGERLAND PRINTING INC	R	9/04/2012		71.00CR	065717	386.70

PACKET: 03717 SEP 2012 COUNCIL - 1 9-4-12

VENDOR SET: 01

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0023	BATTERIES PLUS LLC							
	I-501-369849	BATTERIES PLUS LLC	R	9/04/2012		97.50CR	065718	97.50
0027	BAY TOWEL INC							
	I-1507231	BAY TOWEL INC	R	9/04/2012		52.82CR	065719	
	I-1509113	BAY TOWEL INC	R	9/04/2012		131.67CR	065719	
	I-1510432	BAY TOWEL INC	R	9/04/2012		35.64CR	065719	
	I-1510433	BAY TOWEL INC	R	9/04/2012		52.82CR	065719	
	I-1513610	BAY TOWEL INC	R	9/04/2012		49.89CR	065719	322.84
6473	BEAVER OF WISCONSIN INC							
	I-79708	BEAVER OF WISCONSIN INC	R	9/04/2012		314.25CR	065720	314.25
0033	BIRDSEYE DAIRY INC							
	I-134667	BIRDSEYE DAIRY INC	R	9/04/2012		50.76CR	065721	
	I-134668	BIRDSEYE DAIRY INC	R	9/04/2012		91.44CR	065721	142.20
0115	CARQUEST AUTO PARTS LLC							
	I-6339-153656	CARQUEST AUTO PARTS LLC	R	9/04/2012		84.72CR	065722	84.72
2708	CLEANING SOLUTION SERVICES INC							
	I-05-7588	CLEANING SOLUTION SERVICES INC	R	9/04/2012		138.47CR	065723	
	I-05-7601	CLEANING SOLUTION SERVICES INC	R	9/04/2012		1,363.55CR	065723	
	I-05-7602	CLEANING SOLUTION SERVICES INC	R	9/04/2012		1,225.00CR	065723	
	I-05-7603	CLEANING SOLUTION SERVICES INC	R	9/04/2012		1,261.85CR	065723	3,988.87
0063	DAANEN & JANSSEN INC							
	I-124702	DAANEN & JANSSEN INC	R	9/04/2012		273.00CR	065724	
	I-124703	DAANEN & JANSSEN INC	R	9/04/2012		10.50CR	065724	283.50
0069	DE PERE GREENHOUSE INC							
	I-9920	DE PERE GREENHOUSE INC	R	9/04/2012		51.95CR	065725	51.95
2543	DLT SOLUTIONS INC							
	I-S1196906	DLT SOLUTIONS INC	R	9/04/2012		740.00CR	065726	740.00
0083	EDLBECK CO							
	I-443889	EDLBECK CO	R	9/04/2012		125.94CR	065727	
	I-443890	EDLBECK CO	R	9/04/2012		53.81CR	065727	179.75
0091	FASTENAL COMPANY							
	I-WIGRE258394	FASTENAL COMPANY	R	9/04/2012		33.26CR	065728	33.26

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0331	FERGUSON WATERWORKS #1476 INC							
	I-116315	FERGUSON WATERWORKS #1476 INC	R	9/04/2012		73.92CR	065729	73.92
0097	FIVE ALARM INC							
	I-125837-1	FIVE ALARM INC	R	9/04/2012		147.00CR	065730	147.00
0105	FOX SPECIALITY COMPANY							
	I-22735	FOX SPECIALITY COMPANY	R	9/04/2012		126.24CR	065731	126.24
0089	FRV INC							
	I-117402	FRV INC	R	9/04/2012		99.85CR	065732	99.85
0562	GALL'S INC							
	I-512345416	GALL'S INC	R	9/04/2012		46.29CR	065733	46.29
6399	GEI CONSULTANTS INC							
	I-902028	GEI CONSULTANTS INC	R	9/04/2012		2,967.48CR	065734	2,967.48
0116	GRAINGER INC							
	I-9901809237	GRAINGER INC	R	9/04/2012		90.96CR	065735	
	I-9905948767	GRAINGER INC	R	9/04/2012		356.94CR	065735	447.90
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-961751531	GRAYBAR ELECTRIC COMPANY INC	R	9/04/2012		289.49CR	065736	
	I-961751532	GRAYBAR ELECTRIC COMPANY INC	R	9/04/2012		141.41CR	065736	
	I-961805918	GRAYBAR ELECTRIC COMPANY INC	R	9/04/2012		96.88CR	065736	527.78
4902	HALRON LUBRICANTS INC							
	C-525811-00	HALRON LUBRICANTS INC	R	9/04/2012		20.00	065737	
	I-525148-00	HALRON LUBRICANTS INC	R	9/04/2012		688.53CR	065737	668.53
0446	HAWKINS INC							
	I-3375220 RI	HAWKINS INC	R	9/04/2012		1,072.50CR	065738	
	I-3375221 RI	HAWKINS INC	R	9/04/2012		4,750.39CR	065738	5,822.89
3521	HD SUPPLY WATERWORKS LTD							
	I-5326138	HD SUPPLY WATERWORKS LTD	R	9/04/2012		504.68CR	065739	504.68
3468	ID-ACCESS							
	I-800	ID-ACCESS	R	9/04/2012		30.00CR	065740	30.00
1399	INDOFF INC							
	C-2133978	INDOFF INC	R	9/04/2012		26.73	065741	
	I-2129200	INDOFF INC	R	9/04/2012		325.95CR	065741	
	I-2129282	INDOFF INC	R	9/04/2012		214.86CR	065741	
	I-2137030	INDOFF INC	R	9/04/2012		34.69CR	065741	
	I-2138029	INDOFF INC	R	9/04/2012		915.96CR	065741	
	I-2138836	INDOFF INC	R	9/04/2012		56.11CR	065741	
	I-2139798	INDOFF INC	R	9/04/2012		273.79CR	065741	1,794.63

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1338	JAMES E KOCKEN TRUCKING							
	I-330	JAMES E KOCKEN TRUCKING	R	9/04/2012		220.50CR	065742	220.50
0141	JEFFERSON FIRE & SAFETY INC							
	I-189321	JEFFERSON FIRE & SAFETY INC	R	9/04/2012		364.70CR	065743	364.70
6606	JONES & BARTLETT LEARNING LLC							
	I-2586652	JONES & BARTLETT LEARNING LLC	R	9/04/2012		686.42CR	065744	686.42
1276	JX ENTERPRISES INC							
	C-D-222280116	JX ENTERPRISES INC	R	9/04/2012		85.00	065745	
	C-D-222330052	JX ENTERPRISES INC	R	9/04/2012		44.35	065745	
	I-D-222230080	JX ENTERPRISES INC	R	9/04/2012		124.80CR	065745	
	I-D-222280117	JX ENTERPRISES INC	R	9/04/2012		6.16CR	065745	
	I-D-222290049	JX ENTERPRISES INC	R	9/04/2012		9.98CR	065745	
	I-D-222300075	JX ENTERPRISES INC	R	9/04/2012		54.84CR	065745	
	I-D-222340009	JX ENTERPRISES INC	R	9/04/2012		167.98CR	065745	234.41
0149	KIMCO ENGRAVING INC							
	I-20861	KIMCO ENGRAVING INC	R	9/04/2012		23.76CR	065746	23.76
0153	LAFORCE INC							
	I-ORDER #122-8549 SG	LAFORCE INC	R	9/04/2012		15.00CR	065747	15.00
0154	LAMERS BUS LINES INC							
	I-412782	LAMERS BUS LINES INC	R	9/04/2012		345.52CR	065748	
	I-412783	LAMERS BUS LINES INC	R	9/04/2012		102.80CR	065748	
	I-413007	LAMERS BUS LINES INC	R	9/04/2012		166.14CR	065748	614.46
0156	LAWSON PRODUCTS INC							
	I-9301030995	LAWSON PRODUCTS INC	R	9/04/2012		331.04CR	065749	331.04
3632	LIBERTY MUTUAL INS CO							
	I-11011877	LIBERTY MUTUAL INS CO	R	9/04/2012		27,360.28CR	065750	27,360.28
6630	MEDISERVE							
	I-0612-00000385	MEDISERVE	R	9/04/2012		282.60CR	065751	282.60
0173	MENARDS INC							
	I-80182	MENARDS INC	R	9/04/2012		81.34CR	065752	
	I-83774	MENARDS INC	R	9/04/2012		6.36CR	065752	87.70

PACKET: 03717 SEP 2012 COUNCIL - 1 9-4-12

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0076	NASSCO INC							
	I-S1610344.001	NASSCO INC	R	9/04/2012		142.21CR	065753	142.21
0531	NORTHEAST AUTO PARTS INC							
	I-270763	NORTHEAST AUTO PARTS INC	R	9/04/2012		23.05CR	065754	
	I-270790	NORTHEAST AUTO PARTS INC	R	9/04/2012		20.62CR	065754	
	I-270792	NORTHEAST AUTO PARTS INC	R	9/04/2012		7.45CR	065754	
	I-270824	NORTHEAST AUTO PARTS INC	R	9/04/2012		24.00CR	065754	
	I-270834	NORTHEAST AUTO PARTS INC	R	9/04/2012		19.32CR	065754	
	I-270862	NORTHEAST AUTO PARTS INC	R	9/04/2012		15.49CR	065754	
	I-270865	NORTHEAST AUTO PARTS INC	R	9/04/2012		32.49CR	065754	
	I-270987	NORTHEAST AUTO PARTS INC	R	9/04/2012		6.49CR	065754	
	I-271005	NORTHEAST AUTO PARTS INC	R	9/04/2012		188.87CR	065754	337.78
1160	OFFICEMAX INC							
	I-657062	OFFICEMAX INC	R	9/04/2012		447.90CR	065755	447.90
4476	PAUL CONWAY SHIELDS CORP							
	I-310986-IN	PAUL CONWAY SHIELDS CORP	R	9/04/2012		367.50CR	065756	367.50
0209	POOL WORKS INC							
	I-46434-1	POOL WORKS INC	R	9/04/2012		42.97CR	065757	
	I-47289-1	POOL WORKS INC	R	9/04/2012		8.00CR	065757	50.97
0395	PRO ONE JANITORIAL INC							
	I-77753	PRO ONE JANITORIAL INC	R	9/04/2012		992.18CR	065758	992.18
021B	PROMOTIONAL DESIGNS INC							
	I-167636	PROMOTIONAL DESIGNS INC	R	9/04/2012		109.51CR	065759	109.51
5220	RECYCLED PLASTICS INDUSTRIES INC							
	I-11868	RECYCLED PLASTICS INDUSTRIES I	R	9/04/2012		24.31CR	065760	24.31
0227	REINDERS INC							
	I-1397721-00	REINDERS INC	R	9/04/2012		170.79CR	065761	
	I-1397914-00	REINDERS INC	R	9/04/2012		49.01CR	065761	
	I-1398814-00	REINDERS INC	R	9/04/2012		73.82CR	065761	
	I-1399123-00	REINDERS INC	R	9/04/2012		20.85CR	065761	314.47
0158	ROBERT E LEE & ASSOCIATES INC							
	I-65102	ROBERT E LEE & ASSOCIATES INC	R	9/04/2012		2,121.52CR	065762	
	I-65103	ROBERT E LEE & ASSOCIATES INC	R	9/04/2012		331.50CR	065762	2,453.02

PACKET: 03717 SEP 2012 COUNCIL - 1 9-4-12

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1890	S I METALS AND SUPPLY							
	I-132134	S I METALS AND SUPPLY	R	9/04/2012		134.50CR	065763	134.50
1	SECOND ALARM IMAGES							
	I-201208281367	FIRE PHOTO	R	9/04/2012		55.00CR	065764	55.00
0248	SHOPKO CO LLC							
	I-201208281368	SHOPKO CO LLC	R	9/04/2012		116.84CR	065765	116.84
6483	SPRINKLER CO INC, THE							
	I-50758	SPRINKLER CO INC, THE	R	9/04/2012		190.65CR	065766	190.65
4094	STATE BAR OF WISCONSIN							
	I-465942	STATE BAR OF WISCONSIN	R	9/04/2012		61.34CR	065767	61.34
0771	T G W INC OF WISCONSIN							
	I-21624	T G W INC OF WISCONSIN	R	9/04/2012		358.40CR	065768	
	I-21625	T G W INC OF WISCONSIN	R	9/04/2012		89.20CR	065768	
	I-23492	T G W INC OF WISCONSIN	R	9/04/2012		250.00CR	065768	697.60
0416	TWIRL SEWER SERVICE							
	I-201208281369	TWIRL SEWER SERVICE	R	9/04/2012		100.00CR	065769	100.00
4696	US CELLULAR							
	I-202075789-092	US CELLULAR	R	9/04/2012		115.33CR	065770	115.33
0274	VALLEY POPCORN CO INC.							
	I-125234	VALLEY POPCORN CO INC.	R	9/04/2012		45.30CR	065771	45.30
0277	VAN'S FIRE & SAFETY INC							
	I-4038346	VAN'S FIRE & SAFETY INC	R	9/04/2012		44.75CR	065772	
	I-4038347	VAN'S FIRE & SAFETY INC	R	9/04/2012		208.45CR	065772	253.20
0282	WESCO DISTRIBUTION INC							
	I-974814	WESCO DISTRIBUTION INC	R	9/04/2012		69.23CR	065773	69.23
4642	WEST PAYMENT CENTER CORP							
	I-825505153	WEST PAYMENT CENTER CORP	R	9/04/2012		72.00CR	065774	72.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	67	0.00	65,000.80	65,000.80
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	67	0.00	65,000.80	65,000.80

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 03717 SEP 2012 COUNCIL - 1 9-4-12

VENDOR SET: 01

BANK : AP ASSOCIATED

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	9/2012	46,613.62CR
201	9/2012	475.74CR
301	9/2012	1,815.00CR
405	9/2012	4,738.50CR
415	9/2012	92.91CR
460	9/2012	2,967.48CR
601	9/2012	7,642.00CR
650	9/2012	655.55CR
ALL		65,000.80CR

CITY OF DE PERE - SEPTEMBER 4, 2012					
ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License for the 2010-2012 Licensing Period					
1	HELGREN, MACKENZIE A.	771 FREDRICK CT., #3	GREEN BAY	WI	54313
2	KASTER, CHERYL A.	2508 BEAUMONT ST.	GREEN BAY	WI	54301
3	PAGEL, TIARRA M.	1893 A RIVERSIDE DR.	GREEN BAY	WI	54313
Operator Licenses for the 2012-2014 Licensing Period					
1	BARRETTE, ELIZABETH M.	1785 GRANT ST., #8	DE PERE	WI	54115
2	BRUNETTE, STEPHANIE J.	1258 CORNFLOWER CT.	DE PERE	WI	54115
3	FUTCH, MONICA L.	1674 SHAWANO AVE.	GREEN BAY	WI	54303
4	GROE, MICHAEL J.	2778 VIKING DR.	GREEN BAY	WI	54304
5	HOCKERS, DALE E.	1410 FT. HOWARD AVE.	DE PERE	WI	54115
6	HOVE, KRISTA D.	420 COLLEGE AVE., APT. 23	DE PERE	WI	54115
7	JONES, AARON M.	1716 EASTMAN AVE.	GREEN BAY	WI	54302
8	KRIESCHER, KRISTINE A.	1417 CORMIER RD.	GREEN BAY	WI	54313
9	LOR, MAI LIA M.	2426 ROBINSON AVE.	GREEN BAY	WI	54311
10	STASZAK, LISA M.	1250 1/2 DOTY ST.	GREEN BAY	WI	54301
11	TAYLOR, THERESA N.	815 PORLIER ST.	GREEN BAY	WI	54301
12	VAN ROSSUM, JESSICA A.	2828 POPLAR ST.	WRIGHTSTOWN	WI	54180
13	WEBSTER, SUSAN A.	710 W. ADAM DR.	DE PERE	WI	54115
14	WILMET, BENJAMIN J.	2325 OAK RIDGE CR.	DE PERE	WI	54115
15	WISHART, RYAN C.	1750 LOST DAUPHIN RD.	DE PERE	WI	54115