

COMMON COUNCIL MEETING NOTICE

Pursuant to Wis. Stats. §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 July 17, 2012 at 7:30 p.m. in the City Hall Council Chambers, Second Floor of De Pere City Hall, 335 South Broadway Street, De Pere, WI 54115.

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

AGENDA FOR SAID MEETING:

1. Roll call.
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the July 3, 2012 regular meeting of the Common Council.
4. Public Hearing on a street vacation for the westerly five feet of right-of-way of Fifth Street adjacent to WD-389-2 and WD-389-2-1 is scheduled for 7:35 p.m.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. After the hearing is held, Resolution #12-62, Regarding the Vacation of a Portion of a Public Thoroughfare (Part of Fifth Street Adjacent to WD-389-2 and WD-389-2-1) is presented for consideration.
5. Public Hearing on a conditional use application to allow for apartments on the second and third floor of 500 Main Avenue is scheduled for 7:35 p.m.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. After the hearing is held, Resolution #12-84, Authorizing and Approving a Conditional Use Permit (Parcels WD-389-2; WD-389-2-1; WD-389-3) is presented for consideration.
6. Public comment upon matters not on agenda or other announcements.
7. Presentation on changes to the Claude-Allouez Bridge roundabout.
8. Recommendation from the Board of Public Works to award Project:
 - A. 12-08, Manhole Rehabilitation to National Power Rodding Corporation.
 - B. 12-09, Pond and Drainage System Construction to Peters Concrete Company.

C. 12-16, Utility and Street Construction-Southbridge Development to Jossart Brothers, Inc.

9. Recommendation from the Finance/Personnel Committee to approve:
 - A. Request to apply for a Federal Government Fire Act Grant.
10. Recommendation from the License Committee:
 - A. Application for a Class “B” Beer & “Class B” Liquor License for Fox Trax Saloon, LLC, back half of 132 S. Broadway St. (previously the River Loft).
11. Ordinance #12-14, Amending Chapter 86 De Pere Municipal Code and Allowing the Keeping of Chickens within the City (second reading).
12. Ordinance #12-15, Amending Chapter 14 De Pere Municipal Code to Include Rummage Sale Regulations (second reading).
13. Ordinance #12-16, Amending Chapter 146 De Pere Municipal Code Regarding Noise Ordinance Exemptions.
14. Ordinance #12-17, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.
15. Resolution #12-72, Setting Fee for Chicken Permit (previously tabled).
16. Resolution #12-85, Authorizing Development Agreement between the City of De Pere, South Bridge Properties, LLC and Innovation Properties One, LLC Regarding the Southbridge Road Project.
17. Resolution #12-86, Authorizing Revocable Occupancy Permit (Silver Fox GB, LLC).
18. Resolution #12-87, Authorizing Revocable Occupancy Permit (Michael R. and Gail B. Cashman).
19. Resolution #12-88, Authorizing Temporary Limited Ingress/Egress Easement on City Property (Part of Parcel ED-48).
20. Consider approval of 2011 Audit Report.
21. Voucher approval.
22. Applications for Operator’s Licenses.
23. Future agenda items.

24. City Administrator Performance Evaluation.

PLEASE TAKE NOTICE, that pursuant to Section 19.85(1)(c), Wis. Stats., the Council may convene in closed session for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

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

25. Adjournment.

Lawrence M. Delo
City Administrator

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, July 16, 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

Street Vacation Item

1ST RATE MORTGAGE CORP
AMBER M MICHAELS
ANN L HARE
ASSOCIATED BANK NA
BENJAMIN J STEELE
BRITT M TAPPEN
CASEY LADOWSKI JR
DE PERE WEST DEVELOPMENT LLC
EDWARD Y & SIRI WASANA LIN
F & J PROPERTIES LLC
GERALD G VAN DYN HOVEN
HANSEN PROFESSIONAL BUILDING LLC
INDUSTRY CONSULTING GROUP INC
JAMES J KROPP
JOHN & MICHELENE A VANDEVEN
JONATHAN R RYAN
KEITH M & DONNA J WILLEMS
KHALED BOUBENIDER
LINDA L STEENO
LISA & DAN ZHU GUO
MARK J & KAREN R BARRETTE
MARQUETTE CENTRE LLC
MATTHEW C FLYNN
MATTHEW R & PAULETTE CRULL
MELODY R GOTTOWSKI
NEW DEVELOPERS LLC
PAUL A & JILL SULLIVAN
PHILLIP & NANCY BURKARD
PIONEER CREDIT UNION
RAYMOND E & AUDREY G NUSSBAUM
ROBERT E & JESSICA D PRATEL
RONALD J & LINDA M WATERMOLEN
SARAH N ROYER
SHAUN & JENNIFER MCKEEFRY
STEVEN G WARD
STEVEN T FINLAY
SUSAN A MINTEN
T ALLAN & BETTY A PEARSON
THILMANY LLC
THOMAS & JEAN GANNON

C/O FREDERICK W BENNETT

C/O MARK A BARTELS

ATTN: FINANCE

2600 N MAYFAIR RD
555-210 MAIN AV
555-104 MAIN AV
1305 MAIN ST
741 36 3/10 RD
E2140 COUNTY ROAD X
PO BOX 5561
PO BOX 6022
555-205 MAIN AV
2130 FOX FIELD CT
PO BOX 526
7103 SUNRISE COURT
PO BOX 810490
883 RICHBOROUGH RD
555-211 MAIN AV
555-204 MAIN AV
128 N SIXTH ST
555-206 MAIN AV
555-107 MAIN AV
555-113 MAIN AV
214 N SIXTH ST
444 REID ST STE 200
555-114 MAIN AV
20513 BARGENE WY
555-102 MAIN AV
300 N BROADWAY STE 2B
555-103 MAIN AV
1620 GRACE ST
PO BOX 2526
1110 W FRANKLIN ST
555-208 MAIN AV
555-108 MAIN AV
PO BOX 5973
4830 STEELHEAD RD
555-109 MAIN AV
555 MAIN AV #101
555-112 MAIN AV
555-116 MAIN AV
600 THILMANY RD
555-115 MAIN AV

MILWAUKEE WI 53226
DE PERE WI 54115-2235
DE PERE WI 54115-2231
STEVENS POINT WI 54481
PALISADE CO 81526-9770
CASCO WI 54205
DE PERE WI 54115-5561
DE PERE WI 54115-6022
DE PERE WI 54115-2234
DE PERE WI 54115-9138
FREMONT WI 54940
WAUSAU WI 54401
DALLAS TX 75381-0490
GREEN BAY WI 54313
DE PERE WI 54115-2236
DE PERE WI 54115-2234
DE PERE WI 54115-2212
DE PERE WI 54115-2234
DE PERE WI 54115-2206
DE PERE WI 54115-2233
DE PERE WI 54115-2214
DE PERE WI 54115-2100
DE PERE WI 54115-9436
GERMANTOWN MD 20874
DE PERE WI 54115-2231
GREEN BAY WI 54303
DE PERE WI 54115-2231
DE PERE WI 54115-3312
GREEN BAY WI 54306-2526
APPLETON WI 54914-3862
DE PERE WI 54115-2235
DE PERE WI 54115-9436
DE PERE WI 54115-5973
OCONTO WI 54153-9372
DE PERE WI 54115-9436
DE PERE WI 54115-2231
DE PERE WI 54115-9436
DE PERE WI 54115-9436
KAUKAUNA WI 54130
DE PERE WI 54115-9436

WARREN J & MARILYN R HAGANES		555-203 MAIN AV	DE PERE WI 54115-2234
WAYNE E MILLER		555-216 MAIN AV	GREEN BAY WI 54115-2236
<u>Conditional Use Public Hearing:</u>			
GERALD VAN DYN HOVEN		P.O. BOX 526	FREMONT, WI 54940
JOHN VERSTEGEN	TOTAL PROJECT MANAG.	3405 WIGGINS WAY	GREEN BAY, WI 54311
DAN ROARTY	DIMENSION IV	211 N BROADWAY	GREEN BAY, WI 54303
RAYMOND E & AUDREY G NUSSBAUM		1110 W FRANKLIN ST	APPLETON WI 54914-3862
CASEY LADOWSKI SR		1200 GLENEAGLES	LAKE GENEVA WI 53147-4913
KEITH M & DONNA J WILLEMS		128 N SIXTH ST	DE PERE WI 54115-2212
JANET S RINCON		1500 RAVINE DR	GREEN BAY WI 54313
PHILLIP & NANCY BURKARD		1620 GRACE ST	DE PERE WI 54115-3312
MATTHEW R & PAULETTE CRULL		20513 BARGENE WY	GERMANTOWN MD 20874
F & J PROPERTIES LLC	C/O FREDERICK W BENNETT	2130 FOX FIELD CT	DE PERE WI 54115-9138
NEW DEVELOPERS LLC		300 N BROADWAY STE 2B	GREEN BAY WI 54303
MARQUETTE CENTRE LLC	C/O MARK A BARTELS	444 REID ST STE 200	DE PERE WI 54115-2100
SHAUN & JENNIFER MCKEEFRY		4830 STEELHEAD RN	OCONTO WI 54153-9372
BANK MUTUAL		4949 W BROWN DEER RD	MILWAUKEE WI 53223-2421
BANK MUTUAL		4949 W BROWN DEER RD	MILWAUKEE WI 53223-2421
STEVEN T FINLAY		555 MAIN AV #101	DE PERE WI 54115-2231
MELODY R GOTTOWSKI		555-102 MAIN AV	DE PERE WI 54115-2231
PAUL A & JILL SULLIVAN		555-103 MAIN AV	DE PERE WI 54115-2231
ANN L HARE		555-104 MAIN AV	DE PERE WI 54115-2231
LINDA L STEENO		555-107 MAIN AV	DE PERE WI 54115-2206
RONALD J & LINDA M WATERMOLEN		555-108 MAIN AV	DE PERE WI 54115-9436
STEVEN G WARD		555-109 MAIN AV	DE PERE WI 54115-9436
SUSAN A MINTEN		555-112 MAIN AV	DE PERE WI 54115-9436
LISA & DAN ZHU GUO		555-113 MAIN AV	DE PERE WI 54115-2233
MATTHEW C FLYNN		555-114 MAIN AV	DE PERE WI 54115-9436
THOMAS & JEAN GANNON		555-115 MAIN AV	DE PERE WI 54115-9436
T ALLAN & BETTY A PEARSON		555-116 MAIN AV	DE PERE WI 54115-9436
WARREN J & MARILYN R HAGANES		555-203 MAIN AV	DE PERE WI 54115-2234
JONATHAN R RYAN		555-204 MAIN AV	DE PERE WI 54115-2234
EDWARD Y & SIRI WASANA LIN		555-205 MAIN AV	DE PERE WI 54115-2234
KHALED BOUBENIDER		555-206 MAIN AV	DE PERE WI 54115-2234
ROBERT E & JESSICA D PRATEL		555-208 MAIN AV	DE PERE WI 54115-2235
AMBER M MICHAELS		555-210 MAIN AV	DE PERE WI 54115-2235
JOHN & MICHELENE A VANDEVEN		555-211 MAIN AV	DE PERE WI 54115-2236
KHALED BOUBENIDER		555-214 MAIN AV	DE PERE WI 54115-2236
THILMANY LLC		600 THILMANY RD	KAUKAUNA WI 54130
BENJAMIN J STEELE		741 36 3/10 RD	PALISADE CO 81526-9770
FEDERAL NATIONAL MORTGAGE ASSOC		ONE S WACKER DR #1400	CHICAGO IL 60606
PIONEER CREDIT UNION	ATTN: FINANCE	PO BOX 2526	GREEN BAY WI 54306-2526
WAYNE E MILLER		PO BOX 5164	DE PERE WI 54115-5164
SARAH N ROYER		PO BOX 5973	DE PERE WI 54115-5973
DEPERE WEST DEVELOPMENT LLC		PO BOX 6022	DE PERE WI 54115-6022
Silver Fox GB, LLC	William Schleis	2509 Sheridan Drive	Green Bay, WI 54302
Fox Trax Saloon, LLC	Phillip Walentowski	450 South St. Bernard Drive, #4	De Pere, WI 54115
JOE GEGARE	SOUTHBRIDGE PROPERTIES	111 N WASHINGTON #400	GREEN BAY, WI 54301
BOB WEYERS	SOUTHBRIDGE PROPERTIES	111 N WASHINGTON #400	GREEN BAY, WI 54301
JERRY SEVICK	FOTH	2737 S Ridge Rd SUITE 700	GREEN BAY, WI 54307
Pat Drury, 3706 Creamery Rd, De Pere			
William Schleis, 2509 Sheridan Drive, Green Bay, WI 54302			
Mike Cashman, 231 Oak Water Ct, De Pere			
Jossart Bros., 1682 Swan Rd, De Pere, WI			
Mike Berken, 814 Oakdale Ave, De Pere			
Peters Concrete Company, 1516 Atkinson Dr, Green Bay, WI 54303			
National Power Rodding Corporation, 2500 W. Arthington St., Chicago, IL 60612			
John Gauthier, Michels Corp. PO Box 128, Brownsville, WI 53006			
Phillip Walentowski, 450 S. St. Bernard Dr., #4, De Pere, WI 54115			

**COMMON COUNCIL MEETING NOTICE
CITY OF DE PERE, WISCONSIN – JULY 3, 2012**

DRAFT

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Tuesday, July 3, 2012.

Mayor Walsh called the meeting to order at 7:42 p.m.

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

Aldersperson Donovan moved, seconded by Aldersperson Bauer to approve the minutes of the June 19, 2012 regular meeting of the Common Council. Discussion followed. Upon vote, the minutes were approved unanimously.

PUBLIC HEARING

4A. A Public Hearing amending Chapter 14 of the De Pere Zoning Code to include limitations on number of rummage sales is scheduled for 7:30 p.m. or soon after. Clerk Shana Defnet announced the Notice of Public Hearing was published in the City's Official Newspaper, the De Pere Journal on June 7 and June 14, 2012.

4B. City Planner Ken Pabich stated the Plan Commission recommended approval of this ordinance.

4C. Mayor Walsh declared the public hearing open. No one wished to speak. Mayor Walsh declared the public hearing closed. Mayor Walsh entertained a motion to approve Ordinance 12-15, Amending Chapter 14 De Pere Municipal Code to Include Rummage Sale Regulations. Aldersperson Lueck moved, seconded by Aldersperson Robinson to approve the ordinance. Discussion followed. Upon vote, motion carried 7-1 with Aldersperson Bauer voting nay. A second reading of the ordinance is required.

5. Public Comment or other Announcements. Mayor Walsh stated that the past Saturday was the ribbon cutting for the Riverwalk at Riverwalk Fest in Voyageur Park. He said it was a successful event with a conservative estimate of 2000 attendees. He thanked Joe Schinkten and the entire committee for the time they put into the event. He also thanked everyone, the public and the council members, for attending. He hopes it will be enjoyed for generations to come and hopes that it will be finished by the end of the year.

RECOMMENDATIONS FROM THE PLAN COMMISSION

6A. Aldersperson Lueck moved, seconded by Aldersperson Boyd to approve the two lot Certified Survey Map located on American Blvd., Parcel WD-1137 and part of Parcel WD-L492-B. Upon vote, motion carried unanimously.

6B. Aldersperson Lueck moved, seconded by Aldersperson Crevier to approve the three lot Certified Survey Map located on Southbridge Road, Parcels WD-D0033, WD-D0036, and WD-D0037. Upon vote, motion carried unanimously.

6C. Aldersperson Lueck moved, seconded by Aldersperson Crevier to approve the extraterritorial four lot Certified Survey Map in the Town of Lawrence. Upon vote, motion carried unanimously.

RECOMMENDATIONS FROM THE BOARD OF PARK COMMISSIONERS

7A. Aldersperson Boyd moved, seconded by Aldersperson Crevier to approve the \$250 donation from the Rotary Club of De Pere to be used for the Recreation Scholarship Program. Upon vote, motion carried unanimously.

RECOMMENDATIONS FROM THE LICENSE COMMITTEE

8A. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve the Application for a Temporary Premise Description Change for St. Norbert College, July 10 and July 24, 2012. Upon vote, motion carried 6-0 with Alderpersons Crevier and Robinson abstaining.

8B. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve the Application for a Temporary Premise Change for Sidekicks Bar & Grill, August 3, 2012. Upon vote, motion carried unanimously.

9. Ordinance 12-14, Amending Chapter 86 De Pere Municipal Code And Allowing The Keeping Of Chickens Within The City was presented. Alderperson Lueck moved, seconded by Alderperson Crevier to open the meeting. Upon vote, motion carried unanimously.

The following attendees spoke in favor of the above ordinance:

Troy Heuvelmanns, 952 Suburban Drive, De Pere WI 54115
Henry Kneiszel, 215 Glory Lane, De Pere WI 54115
Kelly Deneys, 707 Desplaine Road, De Pere WI 54115
Sam Allcox, 221 S. Huron Street, De Pere WI 54115
Rick Allcox, 221 S. Huron Street, De Pere WI 54115

Scott Crevier read a letter from the following constituent:

Cal Konshak, 624 St. Mary's St, De Pere WI 54115

Alderperson Crevier moved, seconded by Alderperson Van Vonderen, to close the meeting. Upon vote, motion carried unanimously. Mary Dorn, Director of the City of De Pere Health Department, was asked to come forward and answer questions from the council. Discussion followed. Alderperson Crevier moved, seconded by Alderperson Van Vonderen, to approve the ordinance. Upon vote, motion carried 5-3 with Alderpersons Boyd, Donovan, and Lueck voting nay. A second reading of the ordinance is required.

10. Resolution 12-72, Setting Fee For Chicken Permit was presented. Alderperson Robinson moved, seconded by Alderperson Crevier to table the resolution. Upon vote, motion carried unanimously.

11. Resolution 12-67, Authorizing The Agreement Between The City of De Pere And Stephen L. Seidl (Boat Docks Along James Street Parkway) (previously tabled) was presented. Alderperson Crevier moved, seconded by Alderperson Lueck to approve the resolution. Discussion followed. Alderperson Crevier moved, seconded by Alderperson Robinson, to amend the resolution. Upon vote, motion carried unanimously. Discussion followed. Alderperson Crevier moved, seconded by Alderperson Lueck, to approve the resolution as amended. Upon vote, motion carried unanimously.

12A. Resolution 12-27, Regarding The Vacation Of A Portion Of Public Thoroughfare (Glenwood Avenue) is presented for consideration (previously tabled) was presented. Alderperson Crevier moved, seconded by Alderperson Kneiszel to approve the resolution. Upon vote, motion carried unanimously.

12B. Approval of CSM dedication of right-of-way (previously tabled) was presented. Alderperson Robinson moved, seconded by Alderperson Crevier to approve the CSM dedication of right-of-way. Upon vote, motion carried unanimously.

13. Resolution 12-73, Authorizing Agreement Regarding The Sale/Purchase Option To Purchase Certain Property Between The City Of De Pere And Liska Enterprises, LLC was presented. Alderperson Donovan moved, seconded by Alderperson Bauer to approve the resolution. Upon roll call vote, motion carried unanimously.

14. Resolution 12-74, Authorizing Utility Easement And Assignment Of Storm Water Drainage Easement From Landsborough Court Property Owners Association, LTD. was presented. Alderperson Lueck moved, seconded by Alderperson Boyd to approve the resolution. Discussion followed. Upon vote, motion carried unanimously.

15. Resolution 12-75, Authorizing Renewal Of Service Agreement With SimplexGrinnell was presented. Alderperson Crevier moved, seconded by Alderperson Lueck, to approve the resolution. Discussion followed. Upon roll call vote, motion carried unanimously.

16. Resolution 12-76, Setting Fees For Pawnbroker, Secondhand Article Dealer, Secondhand Jewelry Dealer And Secondhand Article Dealer Mall/Flea Market License was presented. Alderperson Lueck moved, seconded by Alderperson Robinson to approve the resolution. Discussion followed. Upon vote, motion carried unanimously.

17. Resolution 12-77, An Initial Resolution Authorizing The Issuance Of Not To Exceed \$1,425,000 General Obligation Bonds For Street Lighting, Street Improvements, And Street Improvement Funding was presented. Alderperson Boyd moved, seconded by Alderperson Lueck to approve the resolution. Upon roll call vote, motion carried unanimously.

18. Resolution 12-78, An Initial Resolution Authorizing The Issuance Of Not To Exceed \$1,175,000 General Obligation Bonds For Parks And Public Grounds was presented. Alderperson Lueck moved, seconded by Alderperson Boyd to approve the resolution. Upon roll call vote, motion carried unanimously.

19. Resolution 12-79, An Initial Resolution Authorizing The Issuance Of Not To Exceed \$470,000 General Obligation Bonds For Sewerage Improvements was presented. Alderperson Kneiszel moved, seconded by Alderperson Robinson to approve the resolution. Upon roll call vote, motion carried unanimously.

20. Resolution 12-80, An Initial Resolution Authorizing The Issuance Of Not To Exceed \$135,000 General Obligation Bonds For Water Systems was presented. Alderperson Crevier moved, seconded by Alderperson Lueck to approve the resolution. Upon roll call vote, motion carried unanimously.

21. Resolution 12-81, An Initial Resolution Authorizing The Issuance Of Not To Exceed \$3,775,000 Taxable General Obligation Bonds For Providing Financial Assistance To Blight Elimination, Slum Clearance, Community Development, Redevelopment, And Urban Renewal Programs And Projects was presented. Alderperson Lueck moved, seconded by Alderperson Donovan to approve the resolution. Discussion followed. Upon roll call vote, motion carried unanimously.

22. Resolution 12-82, A Resolution Authorizing And Directing The Publication Of Notice Of The Adoption Of Initial Resolutions was presented. Alderperson Lueck moved, seconded by Alderperson Robinson to approve the resolution. Upon vote, motion carried unanimously.

23. Resolution 12-83, A Resolution Authorizing And Providing For The Issuance Of Not To Exceed \$6,980,000 General Obligation Bonds; Providing For The Notification And Sale Of Said Bonds; And Other Related Details was presented. Alderperson Robinson moved, seconded by Alderperson Lueck to approve the resolution. Upon roll call vote, motion carried unanimously.

24. Appointment of Teen Advisory Member to Board of Park Commissioners by Mayor Michael Walsh was presented. Alderperson Donovan moved, seconded by Alderperson Lueck to approve the appointment. Alderperson Donovan moved, seconded by Alderperson Van Vonderen to open the meeting. Upon vote, motion carried unanimously. Sarah Meiners was asked to speak and restated her interest in becoming a member of the Board of Park Commissioners. Alderperson Donovan moved, seconded by Alderperson Crevier to close the meeting. Upon vote, motion carried unanimously. Upon vote, motion to approve the appointment carried unanimously.

25. City Sustainability Team report on activities presented by Administrator Larry Delo.

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

27. Applications for Operator's Licenses.

ITEM#	LIC#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License for the 2010-2012 Licensing Period						
1	237	ELWELL, ALEXANDRA G.	17926 HEROLD RD.	DENMARK	WI	54208
2	238	MATTHEWS, ROBERT J.	2546 HAZELWOOD LN.	GREEN BAY	WI	54304
3	239	PARKER, DAVID J.	1978 SCHANOCK DR., #13	GREEN BAY	WI	54303
4	240	PHILLIPS, SHEILA R.	508 S. JACKSON ST.	GREEN BAY	WI	54301
Operator Licenses for the 2012-2014 Licensing Period						
1	241	ASCHENBRENNER, LISA L.	518 DUNNING DR.	DE PERE	WI	54115
2	242	BOULANGER, BROOKE D.	2767 HUMBOLDT RD.	GREEN BAY	WI	54311
3	243	COONEN, KELLY J.	N2209 TOWN CLUB RD.	KAUKAUNA	WI	54130
4	244	CORBEILLE, ALLEN J.	2021 DECKNER AVE., APT. 313	GREEN BAY	WI	54302
5	245	CZOSEK, CHRISTINA M.	957 ESTES DR.	DE PERE	WI	54115
6	246	COLBURN, JODY L.	1020B S. ERIE ST., APT. 3	DE PERE	WI	54115
7	247	COOPMAN, LORI L.	940 ROCKWELL RD.	GREEN BAY	WI	54313
8	248	DANFORTH, JASON M.	755 FLORIST DR.	DE PERE	WI	54115
9	249	GLATZ, SHARON M.	N3623 FARRELL RD.	KAUKAUNA	WI	54130
10	250	HAGER, CARRIE L.	2254 CRARY ST.	GREEN BAY	WI	54304
11	251	HASKINS, STEVEN M.	1140 MORaine WAY	GREEN BAY	WI	54303
12	252	HIRNER, KARA K.	1102 FOURTH ST.	DE PERE	WI	54115
13	253	HOPKINS, COURTNE R.	332 SALLY ST.	SEYMOUR	WI	54165
14	254	JENSEN, ABIGAIL V.	2721 DANIEL CT.	GREEN BAY	WI	54311
15	255	JEROVETZ, CHERYL L.	5925 BROODLEAF WAY	NEW FRANKEN	WI	54229
16	256	JOHNSON, DAVID L.	1024 CARINAL LN.	GREEN BAY	WI	54313
17	257	KOETTING, JACQUELINE M.	2249 SAMANTHA ST., #77	DE PERE	WI	54115
18	258	KONSHAK, JOLENE M.	1080 MATHER ST.	GREEN BAY	WI	54303
19	259	MALCOLM, ABIGAIL Z.	1442 GRIGNON ST.	GREEN BAY	WI	54301
20	260	MANGLESS, SLUE A.	1708 FRANK ST.	GREEN BAY	WI	54304
21	261	MARTA, JAMES W.	1815 12TH AVE.	GREEN BAY	WI	54304
22	262	MCPHERSON, CASSANDRA L.	433 S. WEBSTER, #106	GREEN BAY	WI	54301
23	263	MORRIS, NORA J.	615 BIRCH ST.	DE PERE	WI	54115
24	264	MUELLER, JAMES L.	1500 CAROLE LN.	GREEN BAY	WI	54313
25	265	NICK, JOHN	605 N. BROADWAY ST.	DE PERE	WI	54115
26	266	NICKOLAY, LAURA L.	2034 STONE SILO CIRCLE	DE PERE	WI	54115
27	267	RABITOY, RYAN J.	1425 S. IRWIN AVE.	GREEN BAY	WI	54301
28	268	RADUE, JOHN H.	1001 GREENRIDGE DR.	GREEN BAY	WI	54313
30	269	SCHMITT, CASEY A.	208 N. SUPERIOR ST.	DE PERE	WI	54115
31	270	SPAKOWICZ, ANDREW R.	1363 MESA DR., APT. 1C	GREEN BAY	WI	54313
32	271	SCHULLER, CHERYL B.	111 SWISS HILL DR.	GREEN BAY	WI	54302
33	272	SMITS, CHERYL L.	6340 BLAKE RD.	GREENLEAF	WI	54126
34	273	VIEAU, JASON K.	2760 VIKING DR., 1D	GREEN BAY	WI	54304

Alderson Bauer moved, seconded by Alderson Kneiszel to approve previously tabled applications 2 and 3 and to table previously tabled applications 1 and 4. Upon vote, motion carried unanimously.

Alderson Bauer moved, seconded by Alderson Kneiszel to approve applications 1, 3-7, 9-28, 30-34 and to table applications 2 and 8, with application 29 being a duplicate. Upon vote, motion carried unanimously.

28. Future Agenda Items. Alderson Crevier stated that the Brown County District Attorney and the Field Supervisor with the Wisconsin Department of Corrections have recently given opinions on the effectiveness of Green Bay's Sex Offender Residency Ordinance, stating that it isn't working. He asked if the City of De Pere had been contacted about the Ordinance in place in De Pere; no one in the City of De Pere had been contacted. He asked for a report on the effectiveness of our own ordinance. Administrator Delo recommended waiting to see what happens in Green Bay. He said that the state will be reviewing this issue again; if the council waits to see what happens we can more effectively assess how to handle our own ordinance. The police chief will be asked to present a report on data.

29. Upon motion by Alderson Van Vonderen, seconded by Alderson Bauer, the Common Council adjourned at 9:19 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Defnet
City Clerk-Treasurer

RESOLUTION #12-62

REGARDING THE VACATION OF A PORTION OF A PUBLIC THOROUGHFARE
(Part of Fifth Street Adjacent to WD-389-2 and WD-389-2-1)

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

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

WHEREAS, the Plan Commission has reviewed and recommended approval of such vacation and discontinuance, with a public hearing on said vacation to be held in accordance with Wis. Stats. §66.1003(4)(b), on July 17, 2012 at 7:35 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The westerly five feet of right-of-way of Fifth Street adjacent to Parcels WD-389-2 and WD-389-2-1, West Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

Beginning at the southeast corner of Block 8 of the recorded Plat of Additions to the Village of West De Pere by the De Pere and New York Iron Company; thence NO7°26'36"E, 249.29 feet; thence S82°33'24"E, 5.00 feet; thence SO7°26'36"W, 249.29 feet; thence N82°28'24"W, 5.00 feet to the point of beginning.

Said parcel contains 1,246.44 Square Feet of land more or less.

be and the same is hereby wholly vacated and discontinued as a public thoroughfare. All utility easements are retained. Said public right-of-way to be vacated is set forth on the scale map attached hereto and incorporated by reference herein as Exhibit A.

Section 2. The City Clerk-Treasurer is hereby authorized and directed to file and record this resolution, with the map attached, in the Office of the Register of Deeds for Brown County and to amend the Official Map of the City in conformity with this resolution.

Introduced to the Common Council of the City of De Pere at its regular meeting held on the 6th day of June, 2012.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of July, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

PLAT OF SURVEY

PART OF THE WESTERLY RIGHT OF WAY OF FIFTH STREET
ACCORDING TO THE RECORDED PLAT OF ADDITIONS TO THE
VILLAGE OF WEST DE PERE BY THE DE PERE AND NEW YORK IRON COMPANY, LOCATED
IN THE CITY OF DE PERE, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN

CLIENT: CITY OF DE PERE

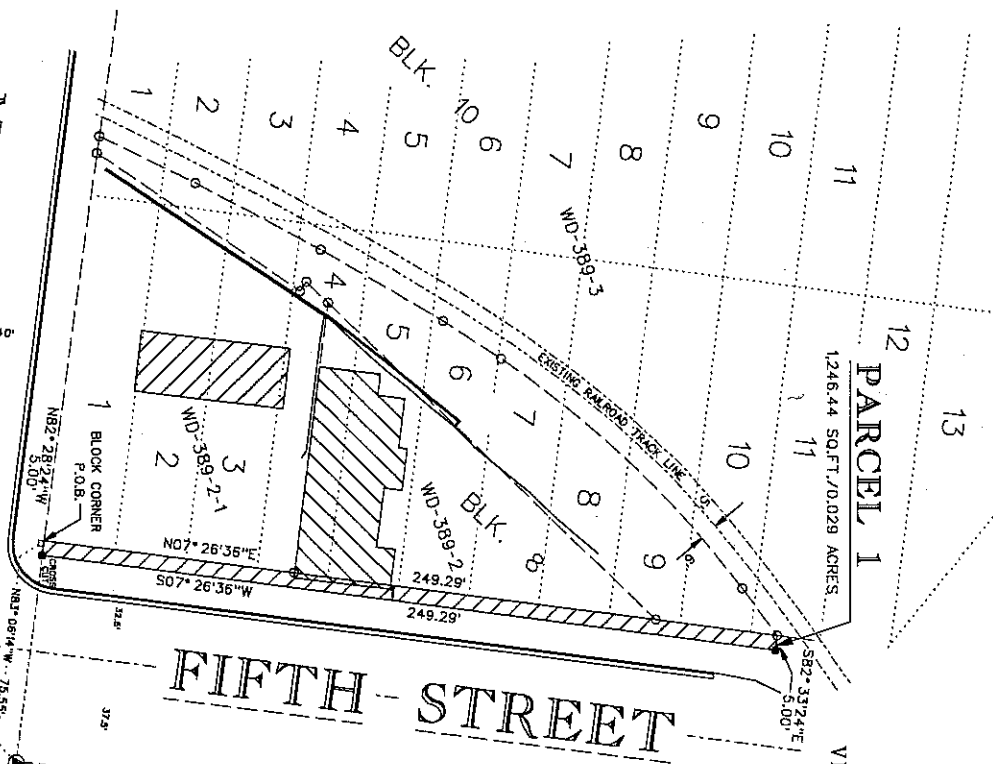
DESCRIPTION: PART OF THE WESTERLY RIGHT OF WAY
OF FIFTH STREET ACCORDING TO THE RECORDED PLAT OF ADDITIONS TO THE VILLAGE OF
WEST DE PERE BY THE DE PERE AND NEW YORK IRON COMPANY, LOCATED IN THE CITY OF
DE PERE, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED BELOW:
BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 8 OF THE RECORDED PLAT OF ADDITIONS
TO THE VILLAGE OF WEST DE PERE BY THE DE PERE AND NEW YORK IRON COMPANY; THENCE
N07°26'36"E, 249.29 FEET; THENCE S82°33'24"E, 5.00 FEET; THENCE S07°26'36"W, 249.29
FEET; THENCE N82°28'24"W, 5.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1,246.44 SQ. FT. / 0.029 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE: I, TRACY S. ONDIK, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT
THE ABOVE DESCRIBED PROPERTY WAS SURVEYED AND MAPPED UNDER MY DIRECT SUPERVISION
AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

TRACY S. ONDIK S-2620

DATE:



LEGEND

- 1.312" X 24" IRON PIPE WEIGHING 168 LBS/LIN. FOOT SET
- 1" IRON PIPE FOUND UNLESS NOTED OTHERWISE

SCALE 1" = 40'
BEARINGS REFERENCED TO THE NORTH LINE
OF MAIN AVENUE, ASSUMED
BEARING N82°28'24"W



Solski Surveying, LLC
Cadastrals, Civil, and Land Planning
1000 W. 15th St.
Grand Rapids, MI 49504
Phone: (616) 233-1515
Fax: (616) 233-1516

Publish: June 14 and June 21 and June 28, 2012 in the De Pere Journal (Class 3 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, July 17, 2012** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on a street vacation for a part of 5th Street as described as:

The westerly five feet of right-of-way of Fifth Street adjacent to Parcels WD-389-2 and WD-389-2-1, West Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

Beginning at the southeast corner of Block 8 of the recorded Plat of Additions to the Village of West De Pere by the De Pere and New York Iron Company; thence N07°26'36"E, 249.29 feet; thence S82°33'24"E, 5.00 feet; thence SO7°26'36"W, 249.29 feet; thence N82°28'24"W, 5.00 feet to the point of beginning.

Said parcel contains 1,246.44 Square Feet of land more or less.

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

Dated this 14th day of June, 2012.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Defnet
City Clerk-Treasurer

RESOLUTION #12-84

AUTHORIZING AND APPROVING A CONDITIONAL USE PERMIT
(PARCELS WD-389-2; WD-389-2-1; WD-389-3)

WHEREAS, the Common Council of the City of De Pere has reviewed the recommendation of the City Plan Commission regarding the granting of a conditional use as described below and has determined that the matter be scheduled for public hearing and decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer has published a Notice of Public Hearing regarding the proposed conditional use and, pursuant thereto, a Public Hearing has been held at the City Hall Council Chambers on the 17th day of July, 2012 at 7:35 p.m., whereupon the Common Council heard all interested parties, their agents and attorneys;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere, Wisconsin, as follows:

That the Common Council does hereby find and determine that an application for a conditional use permit has been made by a party in interest in accordance with §14.30, De Pere Municipal Code, further, that the standards relating to the conditional use as set forth in §14.30(5), De Pere Municipal Code, have been or will be complied with and that the Common Council does therefore and hereby, pursuant to §14.30(6), De Pere Municipal Code, authorize and grant a conditional use permit as provided at §14.43(2)(a)(9), De Pere Municipal Code, for purposes of permitting within the B-1 Central Business District Zone, second and third floor residential occupancy for two (2) one bedroom and ten (10) two bedroom units at 500 Main Avenue (WD 389-2, WD-389-2-1 and WD-389-3) subject to the following conditions: none.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of July, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publish: July 5, 2012 in the De Pere Journal - Class 1 Notice

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on Tuesday, July 17, 2012 at 7:35 p.m. or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway Street, De Pere, Wisconsin, a public hearing will be held by the Common Council of the City of De Pere to act on the conditional use request for the following property:

Conditional Use for residential occupancy on the second and third floor at 500 Main Ave, in a B-1, Central Business District; Parcel WD-389-2-1.

Petitioner: Gerald Van Dyn Hoven.

Dated this 5th day of July, 2012.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Defnet
City Clerk-Treasurer

Item #4: Review the project request for a redevelopment project at 500 Main Avenue. Agent: John Verstegen.

B. Review the Conditional Use Application to allow for apartments on the second and third floor.

A Conditional Use Application submitted by the owner is requesting residential occupancy on the second and third floor of the building. Under the City Code, residential uses above the first floor in a B-1 district are permitted by conditional use. The owner wants to provide two (2) one bedroom and ten (10) two bedroom apartments.

Conditional Use Review Form	Yes	No	NA
Will the proposed use be compatible with the surrounding area?	X		
Will the proposed building be architecturally compatible with those in the surrounding area?	X		
Will the condition create a:			
1. Noise problem		X	
2. Traffic problem		X	
3. Parking problem		X	
4. Highway Access problem		X	
5. Garbage disposal problem		X	
6. Policy and Fire protection problem		X	
7. Be hazardous to children		X	
8. Lighting problem		X	
9. Sewage disposal problem		X	
10. Water supply problem		X	
11. Runoff or drainage problems		X	
12. Windblown articles		X	
13. Water pollution		X	
14. Air pollution		X	
15. Wind erosion		X	
Would the new use of the property have an adverse effect on population densities?		X	
Would the property insurance rates increase for adjoining owners?			X
Would the granting of the conditional use be detrimental to the environment?		X	
Would the proposed use add or create a floodplain problem?		X	
Would prime agricultural land be destroyed if approved?		X	
Will this use have an adverse effect on a school district?		X	
Will this change decrease adjacent property values?		X	
Will the use add to the economic growth of the labor and industry of Brown County?		X	
Is the conditional use primarily for a speculative income return?		X	

The primary issue with residential occupancy in the downtown is the provision of parking. The code requires 1.75 parking stalls for a two bedroom unit and 1.5 for a one bedroom unit. This project would require 21 stalls for the apartments. The owner is planning to provide underground parking which will provide 23 total stalls.

Recommendations

Staff would recommend approval of the conditional use with no conditions. The conditional use will be forwarded to the City Council.



CITY OF DE PERE

APPLICATION FOR
CONDITION USE

Fee: \$ 245.00

Receipt #: 73547

Date: 6/18/12

Please print or type using black ink for duplicating purposes.

A. Property Owner: Name: Gerald G. Vandyhoven
 Mailing Address: 100 Wolf River Drive; P.O. Box 526; Fremont,
 Phone: (920) 209-5825 WI 54940
 Email: jerryvdh@yahoo.com

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

Agent: Name: Daniel J. Roarty (Ideal House Inc. dba Dimension IV)
 Mailing Address: 211 N. Broadway, Suite 204 Green Bay, WI
 Phone: (920) 431-3444 54303
 Email: djroarty@dimension-iv.com

B. Property Information

Address/Location of Property: See attached pages. Parcel #: WD-389-2
WD-389-2-1
WD-389-3 (portion)
 Parcel Dimension: See attached pages. Parcel Area: See attached pages.
 Legal Description: See attached pages.

C. Land Use

Existing Zoning: B1
 Present Use of Parcel: Chiropractic office, vacant business
 Proposed Use of Parcel: Mixed use (residential + business/restaurants)
 Present Use of Adjacent Property: Multi-family, Pioneer Credit, Christ the Rock Church, vacant commercial, Thilmany Paper

A Conditional Use Permit is requested as authorized by the De Pere Zoning Code, Section(s): _____

Owner Signature

Date

Agent Signature

Date

6/15/12

BROWN COUNTY LAND RECORDS SYSTEM
DISPLAY LEGAL RECORDS

11:20:02
LRSPG108

PARCEL NO: WD-389-2-1

RECORD TYPE: BOTH

TAX YEAR: 0000

RECORDS AVAILABLE: B

B Enter type and CMD 2 for new type
(IF "R" TYPE ENTER TAX YEAR ALSO)

ACREAGE: 9,279 SQ FT

.213 AC M/L 9,279 SQ FT

THAT PRT OF LOTS 1-4 BLK 8
OF DEPERE IRON WORKS REPLAT
IN J9421-26 EX 2280449

& THAT PRT OF LOT 1 BLK 10
OF DEPERE CO'S ADDN AS DESC
END OF LEGAL DESCRIPTION

500 Main

CMD 1 - Return to previous screen

ROLL KEYS - Display rest of legal

6/15/12

BROWN COUNTY LAND RECORDS SYSTEM
DISPLAY LEGAL RECORDS

11:21:27
LRSPG108

PARCEL NO: WD-389-2

RECORD TYPE: BOTH

TAX YEAR: 0000

RECORDS AVAILABLE: B 0

B Enter type and CMD 2 for new type
- (IF "R" TYPE ENTER TAX YEAR ALSO)

ACREAGE: 5,664 SQ FT

.130 AC M/L 5,664 SQ FT

PRT OF LOTS 4-9 BLK 8 OF
OF DEPERE CO'S ADDN AS DESC

DEPERE IRON WORKS REPLAT
IN 2280450
END OF LEGAL DESCRIPTION

111 N. Fifth

CMD 1 - Return to previous screen

ROLL KEYS - Display rest of legal

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Common Council
From: Scott J. Thoresen, Director of Public Works
Date: July 11, 2012
Subject: Proposed Changes to Claude Allouez Roundabout

The Claude Allouez roundabout was constructed in 2007 in conjunction with the new Claude Allouez Bridge. The roundabout has been experiencing significant delays and backups especially on the south and west legs of the roundabout which in turn has caused traffic to make improper turns in the roundabout. The City has been in contact with the Wisconsin Department of Transportation (DOT) regarding these concerns over the past several years. The DOT hired DLZ to study and evaluate the roundabout's geometry and operations. Once the evaluation was completed, DLZ proposed various options for improvements to the roundabout. The proposed short term improvement being proposed by the DOT (see attached) was one of the options recommended by DLZ. The short term improvements that will occur this summer will be the modification of the existing pavement markings. If the modifications of the pavement markings show to improve traffic flows, the DOT will come back at a later date to install more permanent curbing to match the revised pavement markings. The proposed improvements are intended to improve the traffic operations with the existing traffic flows but would likely not be able to accommodate projected 2031 traffic volumes.

I will be at the Council meeting to further discuss this matter and answer any questions at that time.

CC: Larry Delo, City Administrator



Proper lane choices at the Claude Allouez Bridge Multi-lane Roundabout

Choose the correct lane while approaching roundabout

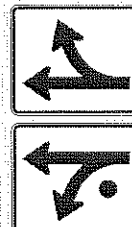


FROM BROADWAY SOUTHBOUND
Right lane: **Must** turn right onto Main Ave.
Left lane: Straight to S. Broadway or continue around to Wisconsin St.

N. Broadway

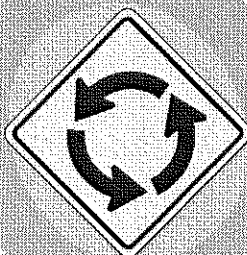
FROM WISCONSIN ST. WESTBOUND

Right lane: Right onto N. Broadway or straight to Main Ave.
Left lane: Straight to Main Ave. or continue around to S. Broadway

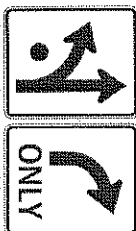


Main Ave

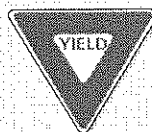
← Bridge



Wisconsin St



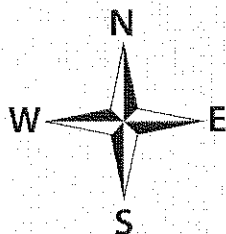
FROM MAIN AVE. EASTBOUND
Left lane: Straight to Wisconsin St. or continue around to N. Broadway.
Right lane: **Must** turn right onto S. Broadway.



Yield to all lanes of traffic and pedestrians before entering roundabout!



Traffic circulates counterclockwise in the roundabout



S. Broadway

FROM BROADWAY NORTHBOUND

Right lane: Right onto Wisconsin St. or straight to N. Broadway or continue around to Main Ave.
Left lane: **Must** continue around to Main Ave.



www.dot.wisconsin.gov/safety/motorist/roaddesign/roundabout.htm

RECOMMENDATIONS

July 10, 2012
De Pere, Wisconsin

Recommendations to the Honorable Mayor and Members of the Common Council as approved by the Board of Public Works at their duly convened meeting held on Monday, July 9, 2012:

- A. Recommend award the bid for Project 12-08, Manhole Rehabilitation to National Power Rodding Corporation, 2500 W. Arthington St., Chicago, IL 60612 in the amount of \$84,102.00.
- B. Recommend award the bid for Project 12-09, Pond and Drainage System Construction to Peters Concrete Company, 1516 Atkinson Dr., Green Bay, WI 54303 in the amount \$167,770.50.
- C. Recommend award the bid for Project 12-16, Utility and Street Construction – Southbridge Development to Jossart Brothers, Inc., 1682 Swan Rd, De Pere, WI 54115 in the amount of \$299,855.75, contingent upon a lease agreement being executed between the developer and Foth as well as a developers agreement being executed between the City and the developer.

Respectfully Submitted,

BOARD OF PUBLIC WORKS

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

RECOMMENDATION

July 10, 2012
De Pere, Wisconsin

Recommendation to the Honorable Mayor and Members of the Common Council as approved by the Finance/Personnel Committee at their duly convened meeting held July 10, 2012:

Recommendation on the following to approve:

- A. Request to apply for a Federal Government Fire Act Grant.

Respectfully Submitted

Finance/Personnel Committee

Lawrence Delo
City Administrator

LICENSE COMMITTEE RECOMMENDATION

July 17, 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 July 17, 2012.

- a) Application for a Class "B" Beer & "Class B" Liquor License for Fox Trax Saloon, back half of 132 S. Broadway St. (Previously The River Loft). Submitted by Fox Trax Saloon, LLC, Agent: Phillip A. Walentowski, 450 S. St. Bernard Dr., #4, De Pere, WI 54115.

Respectfully Submitted,

License Committee

Shana Defnet
Clerk-Treasurer

ORDINANCE #12-14

AMENDING CHAPTER 86 DE PERE MUNICIPAL CODE
AND ALLOWING THE KEEPING OF CHICKENS WITHIN THE CITY

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

Section 1: **§86-3, Limitations on the number of animals allowed**, is hereby amended
by:

1. Repealing §86-3(a) in its entirety and recreating it to read as follows:
 - (a) Unless a permit for keeping chickens has been issued under this chapter for a property parcel, the maximum number of dogs and cats allowed per dwelling unit within the city is four (4). If a permit for keeping chickens has been issued under this chapter for a property parcel, the number of dogs or cats allowed per dwelling unit shall be decreased by the number of chickens permitted on the property parcel so that the number of dogs or cats in the dwelling unit plus the number of chickens permitted on the property parcel do not exceed six (6) animals. In no event shall the number of chickens exceed four (4).

2. Adding the following to paragraph (b) as its final sentence:

There shall be no variances allowed in the maximum number of chickens.

Section 2: **§86-4(a)(1) Prohibited Animals**, is hereby amended by deleting the words “fowl” and “chicken” and adding the following: rooster, fowl other than chicken (*Gallus gallus domesticus*), with the remainder of the paragraph the same.

Section 3: **§86-5(f) Animal Removal** is hereby created to read as follows:

Animal Removal.

(f) The health officer or a police officer may confiscate and remove animals from a premises for a violation of §§8.951.01-8.951.18, crimes against animals, or if the

animal constitutes a public health threat as determined by the Health Officer. The animal(s) shall be conveyed to be housed and handled appropriately.

Section 4: §86-5(g) Keeping of Animals is hereby created to read as follows:

(e) *Keeping of chickens in the City.* In addition to all other regulations in this Chapter, the following shall apply to the keeping of chickens within the City.

(1) Definitions. The following terms, when used in this section, shall have the meanings set forth below:

(A) Chicken means a domestic chicken of the sub-species *Gallus gallus domesticus*.

(B) Keep means either the owning, keeping, possessing or harboring of a chicken.

(C) Rooster means a male chicken of any age, including a capon or otherwise neutered male chicken.

(D) Coop means a new or existing enclosed accessory structure designed or modified for the keeping of chickens and meeting the requirements of this section.

(E) Chicken Run means a fenced cage attached to a coop and not to exceed 40 square feet in area.

(2) Permit Required.

(A) Any person who keeps chickens on land in the city which the person owns, occupies or controls shall obtain a permit issued by the Clerk-Treasurer. The permit is valid January 1st – December 31st and the fee shall be as established by resolution of the Common Council and shall be consistent with the fee established for spayed or neutered dog or cat.

(B) Permit applications submitted by a person other than a record title owner of the property upon which chickens will be kept shall provide written consent of the property owner with the permit application.

(C) All permit applications shall be accompanied by satisfactory evidence that the applicant has registered the proposed location with the

Wisconsin Department of Agricultural Trade and Consumer Protection
pursuant to Wis. Stats. §95.51 and 47 ATCP Wis. Admin. Code.

(3) Keeping of Chickens Allowed.

- (A) Up to four (4) chickens are allowed with a permit.
- (B) One permit per R-1 Single Family Residence District and R-2 Single and Two-Family Residence District zoned parcel only is allowed.
- (C) No person shall keep any rooster.
- (D) No person other than at a licensed meat processing facility may slaughter any chickens within the city.
- (E) Chickens shall be provided with fresh water at all times and adequate amounts of feed.
- (F) Chickens shall be provided with a sanitary and adequately-sized coop, and shall be kept in the coop or a sanitary and adequately-sized and chicken run attached thereto at all times. Chickens shall not be allowed to free range.
- (G) All permanent (non-mobile) coops shall comply with all building and zoning requirements of this Code.
- (H) Coops shall be construed in a workmanlike manner, be moisture-resistant and either raised up off the ground or placed on a hard surface such as concrete, patio block or gravel.
- (I) Coops with or without a chicken run shall be constructed and maintained to reasonably prevent the collection of standing water, and shall be cleaned of hen droppings, uneaten feed, feathers and other waste daily and as is necessary to ensure that the coop and yard do not become a health, odor or other nuisance. All feed containers shall be rat-proof. All chicken droppings shall be disposed of in accordance with Chapter 82 of this code (Solid Waste Disposal).
- (J) Coops shall be large enough to provide at least four (4) square feet per chicken.
- (K) No chicken coop shall be located closer than 25 feet to any principal residential structure on an adjacent lot. No chicken coop shall be located within any setback area.

(L) No chicken coop shall be located in the front or side yard of a parcel, whether outside the setback or not.

(M) In addition to compliance with the requirements of this section, no one shall keep chickens that cause any other nuisance associated with unhealthy condition, create a public health threat or otherwise interfere with the normal use of property or enjoyment of life by humans or animals.

(4) Public Health Requirements.

(A) Chickens shall be kept and handled in a sanitary manner to prevent the spread of communicable diseases among birds or to humans.

(B) Any person keeping chickens shall immediately report any unusual illness or death of chickens to the health department.

(C) The health officer may order testing, quarantine, isolation, vaccination or humane euthanasia of ill chickens or chickens believed to be a carrier of a communicable disease. The owner of the chicken shall be responsible for all costs associated with the procedures ordered hereunder.

(5) Permit Revocation. A permit is subject to revocation by the Health Officer upon failure to comply with any provisions of sub. (3) or (4). Such revocation is subject to appeal by the Board of Health. Once a permit is revoked, a permit shall not be reissued.

(6) Sale of Eggs and Baby Chicks Prohibited. No person may offer to sell eggs or chicks accumulated from the activities permitted hereunder.

Section 5: §82-1, Solid Waste/Curbside Recyclable Collection, Definitions, is amended by adding to the end of the definition of *Noxious and/or offensive waste* the following sentence:

The term “manure” herein shall not include the excrement/fecal waste of domesticated animals allowed upon R-1 Single Family Residence District and R-2 Single and Two Family Residence District zoned parcels provided such excrement/fecal waste is properly packaged and disposed of so as to not leak, leach or spill into the garbage container.

Section 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7: This ordinance shall be effective on August 1, 2012.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of
July, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

ORDINANCE 12-15

AMENDING CHAPTER 14 DE PERE MUNICIPAL CODE
TO INCLUDE RUMMAGE SALE REGULATIONS

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change to the City's zoning code regarding rummage sale regulations and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer, having published a Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 3rd day of July, 2012 at 7:35 PM and the Common Council having heard all interested parties or their agents and attorneys.

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

Section 1. §14-03(154), **Definitions**, is hereby created to read:

Rummage Sale. The sale of personal household goods on a residential property. The term rummage sale shall include garage sales, lawn sales, yard sales, attic sales, moving sales and the like; provided however that rummage sales are allowed on a residential property no more than three (3) times per calendar year with a maximum duration of 72 hours per sale.

and subsequent definitions renumbered accordingly.

Section 2. §14-38(1), **R-1 Single Family Residence District Permitted uses**, is amended by adding the following:

(i) Rummage sales as defined in this chapter.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect on and after its passage and publication as provided by law.

Adopted by the Common Council of the City of De Pere, this 17th day of July, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

ORDINANCE #12-16

AMENDING CHAPTER 146 DE PERE MUNICIPAL CODE
REGARDING NOISE ORDINANCE EXEMPTIONS

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

Section 1: **§146-6(1)(a)**, *Construction sites; public utility projects; public works*, is hereby amended by repealing the second clause of the first sentence and replacing it with the following:

...provided, however, that noise production shall be minimized through proper equipment operation, maintenance or modifications thereto.

Section 2: **§146-6, Exemptions**, is hereby amended by adding the following and re-lettering the remaining paragraphs accordingly:

- b. *Variance for certain construction sites and utility projects.* A construction site or utility project may seek a variance exempting such site/project from the noise limitations set forth in §146-8 if public convenience so requires or if the site/project operations by its nature, extends beyond the time and day limitations of §146-6(1)(a), according to the following process:
 - 1. Written application shall be made to the Director of Public Works, or designee, at least 10 calendar days prior to site/project start; and
 - 2. The Director of Public Works shall, in consultation with the Health Director, review the site/project location and the probable noise impact on residential areas; and
 - 3. Applicant shall ensure noise production is minimized through proper equipment operation, maintenance or modifications thereto as required by the Director of Public Works or Health Director; and
 - 4. The Director of Public Works and/or Health Director shall place such terms and conditions upon any variance approval as will protect the health and welfare of the public. Failure to abide by such terms and conditions shall result in revocation of the variance.
 - 5. Approval and denial of any application shall be in writing; and

6. If the variance is granted, applicant shall notify all property owners as identified by the Health Director prior to commencement of the site/project; and
7. Application denials may be appealed to the Board of Public Works within 10 days of the date of denial.

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4: This ordinance shall be effective upon the date of its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of July, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: July 9, 2012
Subject: Consider Amending Chapter 146 Regarding Noise Ordinance Exemptions

Background

Staff has been working with the Green Bay Metropolitan Sewerage District (GBMSD) regarding their upcoming Southeast Interceptor Rehabilitation project on the east side of the Fox River. This project involves utilizing pipe that is inserted into the existing pipe and cured in place (CIPP) to create a new pipe. This process is much less disruptive and less expensive when compared to the alternative which would be to rehabilitate the existing sewer through open-cut construction. In order to use CIPP, the pipe has to be "cooked" in place for an extended period of time (up to 24 continuous hours). Our current ordinance does not allow a noise variance to accommodate this type of construction. Staff is proposing to update the ordinance to allow the Director of Public Works, in consultation with the Director of Health, to grant a variance to the noise ordinance for the following:

- (1) Construction site and utility projects if public convenience so requires.
- (2) If the operations by its nature, extends beyond the time and day limitations.

In addition to the above project, other examples are sawing of joints in concrete on large concrete paving projects. The sawing of the joints is dependent on concrete curing and often times can extend beyond normal hours. Also, there are times when construction at night is advantageous to prevent large customers from being out of service, such as for water connections or fiber optic and phone connections.

A copy of the amended ordinance with the changes to the original ordinance has been included for your information.

Recommendation

Staff's recommendation is to approve the amendment to Chapter 146 regarding noise ordinance as attached.

Sec. 146-6. Exemptions.

The following activities are exempted from regulation under section 146-8.

(1) *Construction sites; public utility projects; public works.*

- a. *Construction sites; public utility projects.* The criteria, as set forth in section 146-8, shall not apply to construction sites and public utilities projects during the daytime hours from Monday through Saturday, inclusive; provided, however, that noise production shall be minimized through proper equipment operation, and maintenance or modifications thereto. Stationary equipment on construction projects lasting more than ten days within residential districts shall be shielded or located so as not to cause unnecessary noise.
- b. *Variance for certain construction sites and utility projects.* A construction site or utility project may seek a variance exempting such site/project from the noise limitations set forth in §146-8 if public convenience so requires or if the site/project operations by its nature, extends beyond the time and day limitations of §146-6(1)(a), according to the following process:
 1. Written application shall be made to the Director of Public Works, or designee, at least 10 calendar days prior to site/project start; and
 2. The Director of Public Works shall, in consultation with the Health Director, review the site/project location and the probable noise impact on residential areas; and
 3. Applicant shall ensure noise production is minimized through proper equipment operation, maintenance or modifications thereto as required by the Director of Public Works or Health Director; and
 4. The Director of Public Works and/or Health Director shall place such terms and conditions upon any variance approval as will protect the health and welfare of the public. Failure to abide by such terms and conditions shall result in revocation of the variance.
 5. Approval and denial of any application shall be in writing; and
 6. If the variance is granted, applicant shall notify all property owners as identified by the Health Director prior to commencement of the site/project; and
 7. Application denials may be appealed to the Board of Public Works within 10 days of the date of denial.

bc. *Public works operation.* City public works maintenance and operations projects shall be exempt from the criteria set forth in section 146-8; provided, however, that noise production shall be minimized through proper equipment operation and maintenance.

ed. *Brown County US 41 Project.* The criteria set forth in section 146-8 shall not apply to construction activities that are a part of the State of Wisconsin Department of Transportation Brown County US 41 project. This exemption shall terminate upon the final completion of said project.

- (2) *Emergency operations.* Emergency short term operations which are necessary to protect the health and welfare of the citizens, such as emergency utility and street repair, fallen tree removal, snow removal or emergency fuel oil delivery, shall be exempt from the criteria as set forth in section 146-8, provided that reasonable steps shall be taken by those in charge of such operations to minimize noise emanating from such operations.
- (3) *Noises required by law.* The provisions of section 146-8 shall not apply to any noise required specifically by law for the protection, health, welfare or safety of people or property.
- (4) *Lawn mowers; garden tools; powered equipment.* Powered equipment such as lawn mowers, small lawn and garden tools, riding tractors and snow removal equipment which is necessary for the maintenance of property, is kept in good repair and maintenance, and which equipment, when new, would not comply with the standards set forth in this article, shall be exempted from the provisions of section 146-8. No person shall operate such equipment, with the exception of snow removal equipment, during the hours of 10:00 p.m. through 7:00 a.m. inclusive.
- (5) *Outdoor religious, educational or recreational activities.* Reasonable activities conducted on public or private grounds, which are conducted in accordance with the manner in which such spaces are generally used, including but not limited to, religious, educational or recreational activities or events.
- (6) *Other outdoor events.* Outdoor gatherings, public dances, shows and sporting events, and other similar outdoor events, provided that a permit has been obtained from the appropriate permitting authority.
- (7) *Airplanes.* Aircraft operations which are controlled specifically by federal law and enforcement shall be exempted from the provisions of this article.

- (8) *Bells and chimes.* Bells, chimes and similar devices which signal the time of day and operate during the daytime hours for a duration of no longer than 15 minutes in any given one-hour period shall be exempt from the noise limitations.

ORDINANCE #12-17

AMENDING CHAPTER 150 DE PERE MUNICIPAL CODE
REGARDING TRAFFIC REGULATIONS

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

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

ADDITIONS

<i>No parking here to corner</i>			
<i>Street</i>	<i>Side of street</i>	<i>From curbline or ft./dir. of curbline</i>	<i>To curbline or ft./dir. of start</i>
Cook	N	Coral	266.40/W

<i>No parking</i>			
<i>Street</i>	<i>Side of street</i>	<i>From curbline or ft./dir. of curbline</i>	<i>To curbline or ft./dir. of start</i>
Suburban	E	Ninth	190.04/N

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

Section 3: This ordinance shall take effect on and after its publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of
July, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

RESOLUTION #12-72

SETTING FEE FOR CHICKEN PERMIT

WHEREAS, the Common Council has adopted Ordinance #12-14 which, among other things, allows for the keeping of chickens in R-1 Single Family Residence and R-2 Single and Two Family Residence zoning districts, subject to the requirements of such ordinance and wishes to set the fee for such permit.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council imposes the fee of \$5 per chicken permit, effective August 1, 2012. Such fee shall not be prorated for partial years.

BE IF FURTHER RESOLVED THAT:

All city officers, officials, 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 17th day of July, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes _____

Nays _____

RESOLUTION #12-85

AUTHORIZING DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DE PERE,
SOUTH BRIDGE PROPERTIES, LLC AND INNOVATION PROPERTIES ONE, LLC
REGARDING THE SOUTHBRIDGE ROAD PROJECT

WHEREAS, South Bridge Properties, LLC is the owner of approximately 50.06 acres of land located within the City north of Southbridge Road and adjacent to Highway 41 ("the Property"); and

WHEREAS, the City owns an approximately 5+/- acre parcel of land adjacent to the Property; and

WHEREAS, South Bridge Properties, LLC and Innovation Properties One, LLC wish to enter into an Agreement for the development an office park and procure a tenant for an office building; and

WHEREAS, the City wishes to promote this development.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Southbridge Road Development Agreement as is attached as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of July, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

SOUTHBRIDGE ROAD PROJECT
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered into as of _____, 2012 by and among SOUTH BRIDGE PROPERTIES, LLC, a Wisconsin limited liability company ("SBP"), Innovation Properties One, LLC, a Wisconsin limited liability company ("IP") (SBP and IP are collectively referred to as the "Developers") and the CITY OF DE PERE, a Wisconsin municipal corporation ("City").

RECITALS

A. SBP is the owner of approximately 50.06 acres of land located within the City north of Southbridge Road and adjacent to Highway 41 and described on Exhibit A attached hereto (the "Property"). IP is an affiliate of SBP.

B. The City owns an approximately 5+/- acre parcel of land adjacent to the Property and described on Exhibit B attached hereto (the "City Property").

C. Pursuant to Wis. Stats. §66.1105, the City created Tax Increment District No. 8 on September 10, 2007 (the "District") and adopted a Project Plan for the District authorizing the expenditure of funds within the District (the "Project Plan").

D. Developers intend to develop the Property into an office park (the "Office Park"), and IP is in the process of negotiating a lease with a major tenant who would occupy approximately 90,000 square feet of space in a new building (the "Office Building") to be constructed by IP on the portion of the Property identified on Exhibit A attached hereto (the "Office Building Parcel").

E. The development of the Office Park and the Office Building are consistent with the Project Plan and will be beneficial to the City.

F. The Developers' ability to develop the Office Park and procure a tenant for the Office Building is contingent upon the City's providing financial and other assistance to Developers on the terms set forth in this Agreement.

AGREEMENTS

In consideration of the Recitals and the terms and conditions set forth herein, the parties agree as follows:

ARTICLE I DEVELOPMENT OF OFFICE BUILDING

A. IP agrees to proceed with and diligently pursue lease negotiations with Foth & Van Dyke, LLC ("Tenant") pursuant to which the Tenant will occupy the Office Building (the "Lease").

B. Subject to entering into the Lease with Tenant, IP shall commence construction of the Office Building and complete same (such that it is available for occupancy by the Tenant) on or before January 1, 2014.

C. In connection with construction of the Office Building and other improvements within the Property, one or both of the Developers will enter into contracts for the design and construction of a stormwater detention facility (the "Stormwater Facility") on land that is located partially within the Property and partially within other lands owned by the City (the portion of such land that is located within the Property is identified as Proposed SM Pond on Exhibit A as part of Outlot 1 and referred to as the "Stormwater Property"). The plans and specifications for the Stormwater Facility, as well as the construction budget and construction contracts for the

Stormwater Facility, shall be reviewed and approved by the City prior to commencement of construction of same by Developers. After approval by the City, any changes to the project budget or the plans and specifications not required by applicable law for the Stormwater Facility shall require the consent of the City and the Developers. City hereby grants Developers a right of access to its property for purposes of constructing the Stormwater Facility.

If it is determined that the Office Building project will not proceed after either of the Developers has made preliminary or preparatory improvements to the City's property, the Developers shall restore City's property to the condition it was in prior to its entry thereon. Additionally, Developers shall hold the City, its officers, officials, employees and agents harmless for any and all injuries that may occur to either of the Developers, their agents, employees, contractors or third parties arising as a result of Developers' utilization of and construction upon City's property as contemplated in this paragraph. This provision is intended to include all costs of defense, including reasonable attorney's fees.

D. No later than fifteen (15) days following completion of the Stormwater Facility in accordance with the City-approved plans and specifications, the Developers shall convey their interests in title to the Stormwater Property and the Stormwater Facility as well as title to the remainder of Outlot 1 as shown on Exhibit A (the "Conservancy Property") to the City in exchange for:

(a) to SBP, an option to purchase the City Property executed by the City.

Such option shall be valid for a period of ten (10) years and shall be exercisable by SBP at such time as SBP requires the City Property for further development of the Office Park. The Option to Purchase Agreement is attached and incorporated as Exhibit C. The purchase price for the City

Property shall be \$40,000/acre, less the value of the Conservancy Property determined by multiplying the acreage of the conservancy property (not including the stormwater detention pond) by \$5,500/acre. The purchase price shall be payable by Developer in cash or its value considered a City development incentive to Developer for such further development. The exact manner of payment shall be determined by further negotiation of the parties in connection with the further development. Each party shall have prepared at its own expense, a Certified Survey Map of the Property to be conveyed to the other party prior to conveyance thereof; and

(b) payment to the Title Company (as hereafter defined) of all of the Developers' costs of constructing the Stormwater Facility, as verified by the City, which are estimated to be \$180,000. The Title Company shall disburse such payment to the contractors who designed and constructed the Stormwater Facility in exchange for full lien waivers from such contractors.

E. Developers shall procure title insurance coverage from the Title Company for the Stormwater Property and the Conservancy Property for the benefit of the City. The amount of title insurance coverage for the Stormwater Property and Conservancy Property shall be equal to the assessed value of the property per square foot multiplied by the square feet comprising each Parcel. The cost of both title policies shall be included in the construction costs of the Stormwater Facility and paid for out of the payment made by the City under paragraph I.D.(b), above. Developers shall deliver commitments for such title insurance to the City not later than fifteen (15) days prior to the closing.

F. The parties agree that title to the City Property (under the option agreement), the Stormwater Property and the Conservancy Property shall be free and clear of encumbrances

other than recorded easements for utilities or rights-of-way that do not materially impair the grantee's contemplated use and, as to the Stormwater Property and the Conservancy Property, real property taxes not yet due and payable.

G. Developers shall further provide all such public dedications and easements as are required by the City for ownership and operation of the Public Infrastructure (as hereafter defined) by the City.

ARTICLE II CITY OBLIGATIONS

- A. (1) The City agrees to construct and pay for the public improvements necessary to service the Office Park as described on Exhibit D attached hereto (the "Public Infrastructure"), currently estimated to cost \$1,100,000. The City and SBP shall mutually agree upon the final design and specifications for the Public Infrastructure provided that such conform with the City's 2012 Standard Specifications as amended February 23, 2012.
- (2) City shall take such steps as are required to publicly bid such work under Wis. Stats. §62.15(1) upon written notification of IP entering into the Lease with Tenant for the Office Building.
- (3) The City shall use all reasonable efforts to complete the construction and installation of the Public Infrastructure in accordance with the completion date schedule set forth on Exhibit D.
- (4) City and Developers acknowledge that timely installation of the Public Infrastructure is essential for completion and occupancy of the Office Building and marketing of the Office Park.

B. The City agrees to make two grants (collectively, the "Project Grants," and individually, a "Project Grant") to IP to defray the costs of the Office Building and thereby lower the occupancy costs of the Tenant (the Tenant's rent is formulaically based upon the total costs of constructing the Office Building, net of the Project Grants). The aggregate amount of the Project Grants shall be based upon a \$10.5 million guaranteed value ("The Guaranteed Value") of the Office Building and Office Building Parcel as of January 1, 2014. The City shall assess the Office Building and Office Building Parcel in accordance with the real estate valuation requirements for similar commercial properties under Wis. Stats. §70.32. The Project Grants, based upon The Guaranteed Value of \$10.5 million, are \$1,550,000. The Project Grants are payable on the following schedule:

1. The first Project Grant, in the amount of \$775,000.00, shall be payable on or before sixty days following commencement of construction of the Office Building.
2. The second Project Grant, in the amount of \$775,000.00, shall be payable fifteen days following the issuance of a certificate of occupancy for the Office Building.

C. The City shall pay the Project Grants directly to the title insurance company that is disbursing the proceeds of the construction loan for the Office Building (the "Title Company") such that the proceeds of the Project Grants shall be applied either to fund construction draw requests as presented to the Title Company or to repay the construction lender for funds already advanced by the construction lender. The City agrees to enter into a disbursing agreement with the Title Company and the construction lender, on terms reasonably acceptable to the City, confirming the City's obligation to fund the Project Grants and requiring the application of the

Project Grants by the Title Company and construction lender to fund draw requests or repay the construction loan. Developer shall pay all Title Company costs associated with these services.

D. The City agrees to utilize the Conservancy Property for the extension of publicly accessible trails servicing a public conservancy area.

ARTICLE III DEVELOPERS' OBLIGATIONS

A. SBP agrees to diligently market the Office Park and seek tenants for additional parcels within the Property.

B. Developers, for themselves and their successors and assigns, hereby waive all rights to appeal the assessed value of the Office Building and Office Building Parcel below The Guaranteed Value for the life of the District (which shall not extend beyond January 1, 2030).

C. For the duration of the life of the District (which shall not extend beyond January 1, 2030), Developers hereby agree, for themselves, their successors and assigns, that they shall not, without the prior written consent of the City, sell or lease any portion of the Office Park to an entity whereby such sale or lease would cause such portion of the Office Park to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developers' successors and assigns. Developers further agree that they will place a restriction in any deed conveying the Office Building and Office Building Parcel during the duration of this Agreement prohibiting any use of such property during the term of this Agreement which would cause same or any portion thereof to become tax exempt. Should the Office Building and Office Building Parcel nevertheless become tax exempt, Developers, for themselves and their successors and assigns, hereby agree that an annual payment in lieu of tax shall be made by the then owner of the Office Building and Office

Building Parcel. Such payment in lieu of taxes shall be determined for any given year that the Office Building and Office Building Parcel are exempt from taxation by multiplying the assessed value of the Office Building and Office Building Parcel as of January 1 of such year by the mil-rate for all taxing jurisdictions established for that tax year for the west side of the City, with such product due and payable on or before December 31 of the year in question (the "Due Date"). If such payment is not made in full by the Due Date, the amount due shall become a lien against the Office Building and the Office Building Parcel as a special charge under Wis. Stat. § 66.0627.

D. Developers, for themselves and their successors and assigns, agree that, should the assessed value be less than \$10.5 million, it will make a payment in lieu of tax to City (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the assessed value. Such Deficit Payment shall be determined as follows:

- (1) The amount of the Deficit Payment shall be determined by subtracting the assessed value from \$10.5 million. That number shall be multiplied by the mil-rate for all taxing jurisdictions established for the prior tax year for the west side of De Pere, with the product being due and payable by Developer to the City on or before October 15 of the year in which it is levied.
- (2) If not paid in full by October 15 of the year in which it was due, the amount determined under the process identified above shall become a lien on the property as a special charge under Wis. Stats. §66.0627.

- (3) The Deficit Payment obligation shall expire upon the termination of the District (which shall not extend beyond January 1, 2030).

ARTICLE IV GENERAL

A. The City and Developers agree to protect, indemnify and defend one another against all loss, injury, damage and expenses (including remediation costs imposed by order of any regulatory body) arising out of or attributable to the adverse environmental condition of the real property conveyed by one party to another party, provided that such adverse condition existed prior to the date of conveyance.

B. Developers and their successors and assigns shall keep and maintain the Office Building and the Office Building Parcel in good repair and working order and will make or cause to be made from time to time all repairs necessary thereto (including external and structural repairs) and renewals and replacements thereof so as to maintain in the City an operational, habitable, and marketable development, ordinary wear and tear and obsolescence excepted, and shall keep and maintain such casualty insurance upon such property as is customarily held in developments of like sizes and characters. All insurance policies required under this paragraph shall be taken out and maintained with insurance companies authorized to do business in the State of Wisconsin.

C. City agrees that, upon presentment of a written request from Developer's lender, it will subordinate its interests in the preceding paragraph IV.B. to those of the lender. However, such subordination shall not affect Developer's obligations hereunder to restore the site irrespective of any action of its lender.

D. All notices required by this Agreement must be in writing and sent by personal delivery, or by certified mail (return receipt requested), or by commercially responsible carrier service, to the addresses set forth below. All notices shall be deemed received on the date of confirmed delivery.

If to SBP: South Bridge Properties, LLC
c/o Jeffrey J. Weyers
111 North Washington Street, Suite 400
Green Bay, WI 54301

If to IP: Innovation Properties One, LLC
c/o Jeffrey J. Weyers
111 North Washington Street, Suite 400
Green Bay, WI 54301

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

E. This Agreement may not be modified or amended except by written instrument executed by all of the parties hereto with approval by Foth & Van Dyke, LLC, to the extent such amendment impacts Foth & Van Dyke, LLC, such approval shall not be unreasonably withheld.

F. The City agrees that either of the Developers may collaterally assign their respective interests in this Agreement to either or both of the construction lenders for the Office Building and the Office Park. A construction lender may avail itself of the benefits of this Agreement only if it assumes in writing the obligations of SBP or IP, as applicable, in this Agreement. The Developers may not otherwise assign their interests in this Agreement without the City's consent, which shall not be unreasonably withheld, conditioned or delayed.

G. This Agreement, or a memorandum hereof, may be recorded by any party in the Office of the Register of Deeds for Brown County.

H. As SBP obtains commitments from additional tenants or purchasers to develop parcels within the Office Park, the City agrees to enter into amendments to this Agreement providing for additional financial assistance to pay for the additional Public Infrastructure required to serve such new development and to provide grants to defray the costs of each new development, with such financial assistance to be calculated in a manner consistent with the financial assistance provided under this Agreement.

I. Except for SBP's obligation in the first sentence of paragraph III.C., SBP's obligations under paragraphs III.B., III.C., III.D. and IV.B. shall terminate upon transfer of the Office Building Parcel to IP. IP shall provide a recorded copy of such deed to City.

ARTICLE V DEFAULTS AND REMEDIES

A. A party shall be in default under this Agreement if such party shall fail to carry out or fulfill one or more of its obligations hereunder and such failure shall continue for a period of thirty (30) days following receipt of written notice from the other party specifying such failure; provided, however, that if the nature of the default is such that it cannot be cured within thirty (30) days, a party shall not be in default if it immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion. If a party does not cure or undertake to cure a default within the time periods set forth above, the non-defaulting party may pursue the remedies provided for in this Agreement or otherwise available at law or in equity.

B. No party shall be considered in breach or default of its obligations with respect to the beginning and completion of construction of any improvements in the event of enforced delay in the performance of such obligations due to unforeseeable cause beyond its control and

without its fault or negligence, including, but not restricted to, acts of God, forces majeure, acts of the public enemy, acts of adjoining property owners, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, breach of contracts by contractors or subcontractors, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of such party shall be extended for the period of the enforced delay as determined in good faith by all parties; provided that the party claiming enforced delay shall, within thirty (30) days after the beginning of such enforced delay, have first notified the other parties thereof and of the cause or causes thereof and requested an extension for the period of the enforced delay. In the event a delay is caused by unavailable materials or breach of contracts by contractors or subcontractors, the parties agree to grant a sufficient extension to permit such procurement.

C. The rights and remedies of the parties, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same time or different times of any such other remedies for the same event of default or breach or of any remedies for any other event or default or breach. No waiver made by any party with respect to the performance or manner or time of any obligation of another party under this Agreement shall be considered a waiver of any rights of the waiving party to enforce any other obligations of the other party.

D. This Agreement comprises the entire Agreement between the parties. No promise, or other obligation of either party not expressly provided for herein shall be enforceable unless reduced in writing and signed by the parties.

INNOVATION PROPERTIES ONE, LLC

BY _____

SOUTH BRIDGE PROPERTIES, LLC

BY _____

CITY OF DE PERE

BY _____

Michael J. Walsh, Mayor

Attest: _____

Shana L. Defnet, Clerk-Treasurer

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____,
2012, by _____ as _____ of South Bridge Properties, LLC.

[Seal]

Notary Public, State of Wisconsin
My commission expires on _____.

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____,
2012, by _____ as _____ of Innovation Properties One, LLC.

[Seal]

Notary Public, State of Wisconsin
My commission expires on _____.

State of Wisconsin)
 : SS
Brown County)

 This instrument was acknowledged before me on the _____ day of _____,
2012, by _____ as _____ of the City of De Pere.

[Seal]

Notary Public, State of Wisconsin
My commission expires on _____.

State of Wisconsin)
 : SS
Brown County)

 This instrument was acknowledged before me on the _____ day of _____,
2012, by _____ as _____ of the City of De Pere.

[Seal]

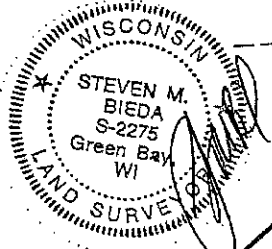
Notary Public, State of Wisconsin
My commission expires on _____.

SCHEDULE OF EXHIBITS

Exhibit A	CSM Showing Office Building Parcel, Stormwater Property and Conservancy Property
Exhibit B	Description of the City Property
Exhibit C	Option to Purchase Agreement
Exhibit D	Description of the Public Improvements and Completion Schedule

Certified Survey Map

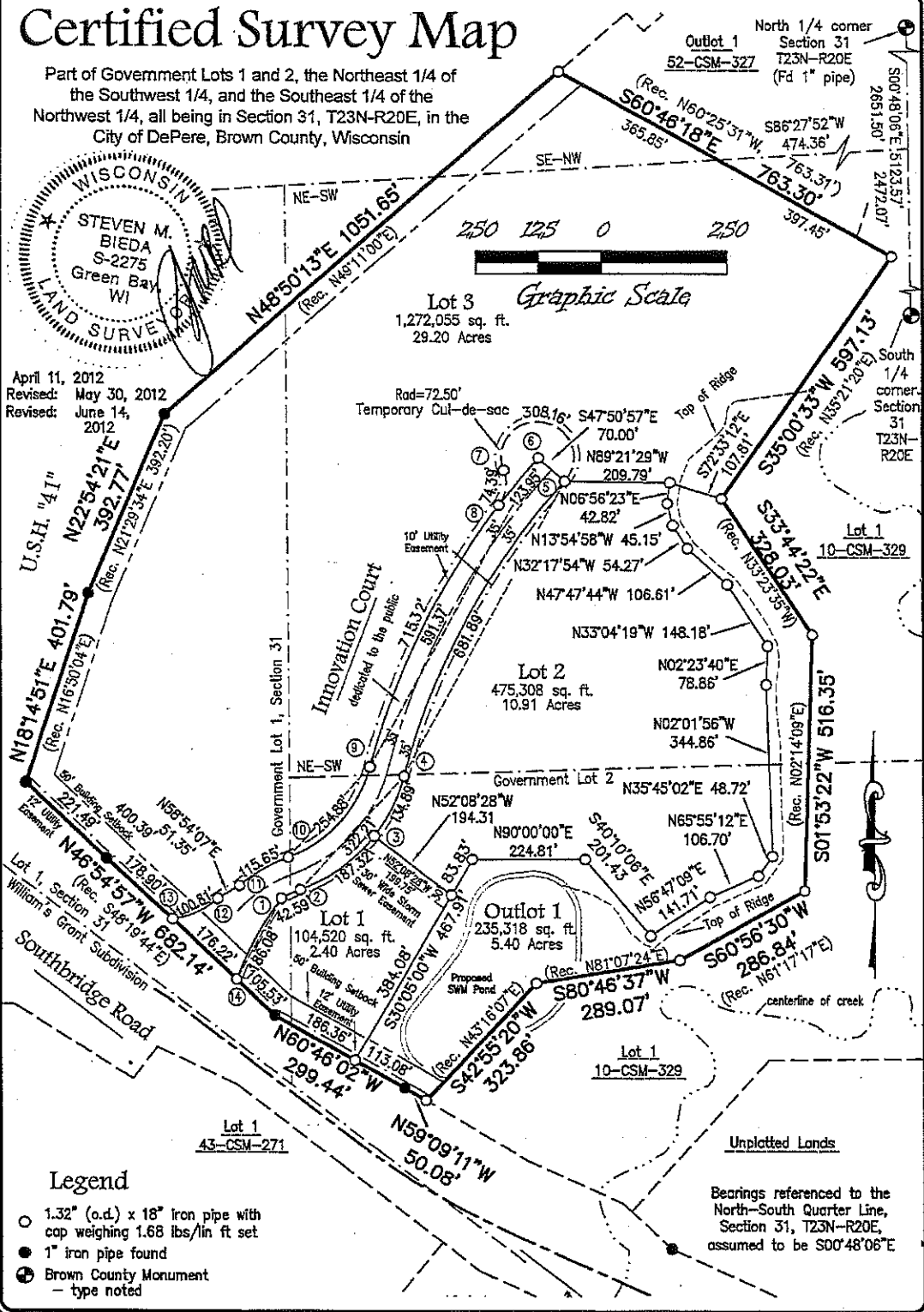
Part of Government Lots 1 and 2, the Northeast 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4, all being in Section 31, T23N-R20E, in the City of DePere, Brown County, Wisconsin



April 11, 2012
Revised: May 30, 2012
Revised: June 14, 2012



Lot 3
1,272,055 sq. ft.
29.20 Acres



Legend

- 1.32" (o.d.) x 18" Iron pipe with cap weighing 1.68 lbs./lin ft set
- 1" iron pipe found
- ⊙ Brown County Monument
- type noted

Bearings referenced to the North-South Quarter Line, Section 31, T23N-R20E, assumed to be S00°48'06"E

Client: Commercial Horizons
Drafted By: JMP
File: P-21205CSM 041012.dwg

Scale: 1"=250'
Tax Parcel Number
WD-D0057; WD-D0036; WD-D0033

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-2670 Fax: 920-434-2672

Sheet One of Four
Project No.: P-21205
Drawing No.: L-8114

SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Registered Land Surveyor, S-2275, do hereby certify that I have surveyed, divided and mapped Part of Government Lots 1 and 2, the Northeast 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4, all being in Section 31, T23N-R20E, in the City of DePere, Brown County, Wisconsin, more fully described as follows:

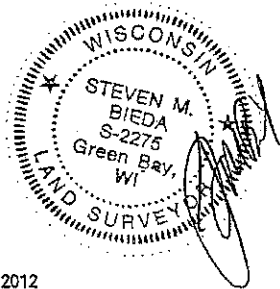
Commencing at the North 1/4 Corner, Section 31, T23N-R20E; thence S00°48'06"E, 2651.50 feet along the East line of the Northwest 1/4, said Section; thence S86°27'52"W, 474.36 feet along the South line of said Northwest 1/4, to the point of beginning; thence S60°46'18"E, 397.45 feet along the South line and its extension of Outlot 1, Volume 52, Certified Survey Maps, page 327, Map No. 7671, Document No. 2318068 Brown County Records; thence S35°00'33"W, 597.13 feet; thence S33°44'22"E, 328.03 feet; thence S01°53'22"W, 516.35 feet; thence S60°56'30"W, 286.84 feet; thence S80°46'37"W, 289.07 feet; thence S42°55'20"W, 323.86 feet to the North right-of-way of Southbridge Road; thence N59°09'11"W, 50.08 feet along said North right-of-way; thence N60°46'02"W, 299.44 feet along said North right-of-way; thence N46°54'57"W, 682.14 feet along said North right-of-way to the East right-of-way of U.S.H. "41"; thence N18°14'51"E, 401.79 feet along said East right-of-way; thence N22°54'21"E, 392.77 feet along said East right-of-way; thence N48°50'13"E, 1051.65 feet along said East right-of-way; thence S60°46'18"E, 365.85 feet along the South line of said Outlot 1 to the point of beginning.

Parcel contains 2,180,758 square feet / 50.06 acres more or less.

Road dedication contains 93,557 square feet / 2.15 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.



April 11, 2012
Revised: May 30, 2012
Revised: June 14, 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

Sheet Two of Four
Project No.: P-21205
Drawing No.: L-8114

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

South Bridge Properties LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that said limited liability company caused the land on this Certified Survey Map to be surveyed, divided, dedicated, and mapped as represented hereon. South Bridge Properties LLC does further certify that this Certified Survey Map is required to be submitted to City of De Pere for approval or objection in accordance with current Land Subdivision Ordinances.

In Witness Whereof, the said South Bridge Properties LLC has caused these presents to be signed by _____, its Member, on this ____ day of _____, 20____.

Member

Personally came before me this ____ day of _____, 20____, the above named Member of said Limited Liability Company and acknowledged that he executed the foregoing instrument as such Member as the deed of said Limited Liability Company, by its authority.

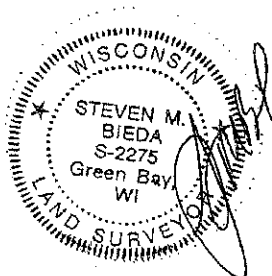
Notary Public
Brown County, Wisconsin

My Commission Expires _____

STATE OF WISCONSIN }
COUNTY OF BROWN } SS

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.



April 11, 2012
Revised: May 30, 2012
Revised: June 14, 2012

Sheet Three of Four
Project No.: P-21205
Drawing No.: L-8114

CONSENT OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and by virtue of the laws of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat and does hereby consent to the above certificate of _____ Owner(s).

IN WITNESS WHEREOF, _____ has caused these presents to be signed by _____

_____, its _____ and countersigned by _____
 (print name #1 above) (print title #1 above) (print name #2 above)
 its _____ at _____ this _____ day of _____
 (print title #2 above) (city) (state) (day) (month) (year)

(signature #1) _____ (signature #2) _____
 (print name #1) _____ (print name #2) _____
 (print title #1) _____ (print title #2) _____

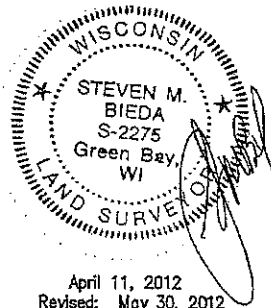
Personally came before me this _____ day of _____ the above named officers of said corporation to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public _____
 My Commission Expires _____

STATE OF WISCONSIN
] ss
 COUNTY OF BROWN]

Curve Data

Curve No.	Arc Length	Radius	Chord Length	Chord Bearing	Central Angle	Tangent Bearing
1-2	42.59	265.00	42.54	N65°17'33"E	9°12'28"	N69°53'47"E, S60°41'19"W
2-3	187.32	335.00	184.89	N53°52'39"E	32°02'16"	
2-4	322.21	335.00	309.93	N42°20'33"E	55°06'28"	N14°47'19"E
3-4	134.89	335.00	133.98	N26°19'25"E	23°04'12"	
4-5	681.89	1427.87	675.43	N28°28'11"E	27°21'44"	N42°09'03"E
5-7	308.16	72.50	123.28	N79°36'55"W	24°31'56"	
7-8	74.39	72.50	71.17	S08°00'50"W	58°47'26"	N21°22'53"W
8-9	591.37	1497.87	587.53	S26°06'56"W	22°37'14"	N37°24'33"E
9-6	715.32	1497.87	708.54	N28°28'11"E	27°21'44"	N42°09'03"E
8-6	123.95	1497.87	123.92	N39°46'48"E	4°44'30"	
9-10	254.88	265.00	245.17	S42°20'33"W	55°06'28"	N14°47'19"E
10-11	115.65	335.00	115.08	N60°00'22"E	19°46'50"	N69°53'47"E, S60°41'19"W
1-14	186.08	667.35	185.48	N29°18'55"E	15°58'34"	N37°18'12"E, S21°19'38"W
12-13	100.81	164.67	99.25	N65°43'00"E	35°04'40"	N48°10'40"E, S83°15'20"W



April 11, 2012
 Revised: May 30, 2012
 Revised: June 14, 2012

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 Willquette Lindsay, Register of Deeds

Sheet Four of Four
 Project No.: P-21205
 Drawing No.: L-8114

DOCUMENT NO.

**AGREEMENT REGARDING AN OPTION
TO PURCHASE CERTAIN PROPERTY
BETWEEN THE CITY OF DE PERE AND
SOUTH BRIDGE PROPERTIES, LLC**

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, by and among the City of De Pere, a Wisconsin municipal corporation ("City") and South Bridge Properties, LLC, a Wisconsin limited liability company ("SBP") ("Developer").

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

City of De Pere
Attn: Judith Schmidt-Lehman
335 South Broadway Street
De Pere, WI 54115

Part of WD-D0035-1

PARCEL IDENTIFICATION NUMBER (PIN)

WHEREAS, the City and Developer are parties to the Southbridge Road Project Development Agreement dated _____ regarding an office park development located north of Southbridge Road and adjacent to Highway 41 in the City of De Pere in which both SBP and the City own developable property (hereinafter "The Agreement"); and

WHEREAS, the parties wish to memorialize the terms and conditions of the option City grants to Developer in the Agreement and do so through this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt, value, and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

I. OPTION TO PURCHASE

- A. City hereby grants the Developer a ten (10) year option to purchase the approximate 5+/- acre parcel legally described as:

(insert legal here)

Exhibit C

shown on Exhibit C-1 ("Option Parcel"), attached hereto and incorporated by reference, which shall be exercisable at such time as Developer requires the Option Parcel for further development of the office park under The Agreement. The option commences the date of the Agreement and ceases on the tenth anniversary thereof.

- A. Option Period. During the ten (10) year option period, Developer shall have an exclusive option to purchase the Option Parcel and City shall not convey any right, title, or interest in the Option Parcel to any other person or entity without the written consent or waiver of Developer.
- B. Exercise of Option. Developer shall serve written notice to City as provided for in The Agreement of its intent to exercise such option. The parties shall set a mutually agreeable date for closing, which shall be not less than sixty (60) days from the date of such notice. The terms and conditions, warranties and representations, and indemnifications of such transaction are as provided below.

II. PURCHASE

- A. Purchase Price. The purchase price for the Option Parcel shall be as set forth in The Agreement.

III. CLOSING PROCEDURE

- A. Time and Place. Closing shall take place at a mutually convenient time and location, to be completed not less than 60 days after the exercise of the option.
- B. Evidence of Title/Title Defects. City shall provide title insurance for the property to be conveyed. The commitment shall be for an owner's policy of title insurance in an amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin

with an extended coverage and gap endorsement showing title to the property to be marketable. City shall satisfy at its cost and expense, all standard title insurance exceptions to such policy except those exceptions which would be removed by ALTA/ACSM minimum survey. If Developer gives City notice of any title defects prior to closing which are not acceptable or if the commitment does not contain the extended coverage, City shall use its best efforts to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule closing at its option.

- C. Closing Costs. City shall pay all closing costs usually and customarily paid by the seller of the property in Wisconsin real estate closings.
- D. Conveyance of Title. At closing, the City shall convey by warranty deed, good and merchantable title to Developer or, at Developer's request, an entity at least fifty-one percent (51%) of which is owned by Jeffrey Weyers, Robert Weyers, Neal Maccoux and Andrew Hilliard or (i) trusts established for estate planning purposes by said individuals, or (ii) entities created for estate planning purposes that are controlled by such individuals. As of the date of closing, the title conveyed shall free and clear of all liens and encumbrances, except the following:
 - 1. Municipal and zoning ordinances.
 - 2. Easements and restrictions of record.
 - 3. Obligations contained in The Agreement.

IV. ENVIRONMENTAL CONDITION OF PROPERTY

- A. Environmental Condition of Property. At the time of purchase of the property, the City made reasonable inquiries into the use of the property and was informed that during the time of the party's prior ownership, the Option Parcel was used as farm

land. Based on the results of those inquiries and information supplied to date, City represents as follows:

1. Past Use of Property. To the best of its knowledge, no portion of the Option Parcel has ever been used:

(a) In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of the United States pursuant to Wisconsin Statutes, or 33 U.S.C. 1241, et seq.

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

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

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

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

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

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

3. Threatened or Pending Environmental Litigation. No portion of the Option Parcel is the subject of threatened or pending investigation or lawsuit or administrative action by any person, forum, governmental body or any entity

relating to or arising from any manner of circumstances subject to regulation pursuant to any statute, ordinances, or regulations.

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

5. Flood plain or wetlands. Option Parcel is located in an area not currently identified as flood plain or shoreland-wetlands under Chapter 15 De Pere Municipal Code.

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

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

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

SOUTH BRIDGE PROPERTIES, LLC

CITY OF DE PERE

BY _____

BY _____
Michael J. Walsh, Mayor

Attest: _____
Shana L. Defnet, Clerk-Treasurer

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2012, by
_____ as _____ of South Bridge Properties, LLC.

[Seal]

Notary Public, State of Wisconsin
My commission expires on _____.

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2012, by
Michael J. Walsh as Mayor of the City of De Pere.

[Seal]

Notary Public, State of Wisconsin
My commission expires on _____.

State of Wisconsin)
 : SS
Brown County)

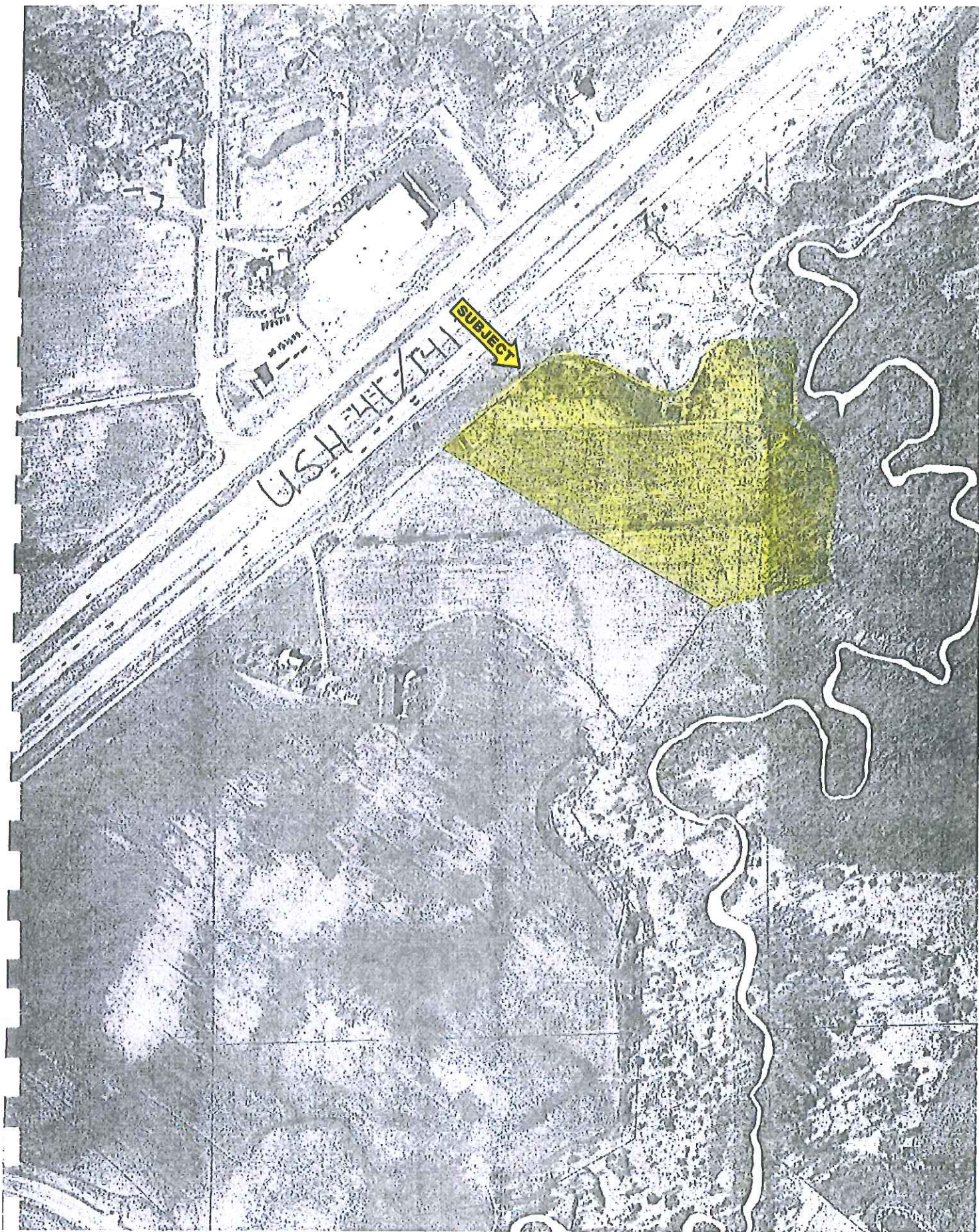
This instrument was acknowledged before me on the _____ day of _____, 2012, by
Shana L. Defnet as Clerk-Treasurer of the City of De Pere.

[Seal]

Notary Public, State of Wisconsin
My commission expires on _____.

Drafted by: Judith Schmidt-Lehman

H:\dupont\Agreements\2012\Southbridge Option-final 7-13-191-001-12.docx



Description of City Property: Part of Parcel WD-D0035-1, namely the approximate 5 acre parcel of property less conservancy property and such property as required by such yet to be built storm water pond in southwesterly portion thereof.

EXHIBIT C-1

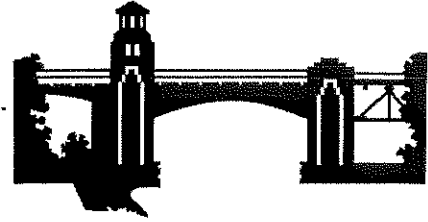
Exhibit D

Description of Public Improvements and Completion Schedule

Item	Estimated Cost	Estimated Completion
Sanitary	\$108,000	September 2012
Storm	\$ 99,000	September 2012
Water	\$ 97,000	September 2012
Pond	\$180,000	na
Street	\$460,000	
Gravel Base		September 2012
Concrete		September 2013
Street Lighting	\$ 38,000	September 2013
Trail	\$101,000	September 2013
Contingency	\$ 90,000	na
	\$1,173,000	

CITY OF DE PERE

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



July 17, 2012

To: Members of the City Council

From: Judy Schmidt-Lehman, City Attorney
Ken Pabich, Director of Planning and Economic Development

RE: Development Agreement for Foth Project

Included in your packet is the Development Agreement between Southbridge Properties, Innovation Properties (together referred to as the Developer) and the City of De Pere for the Foth project. There are several items in the agreement that are important to point out.

Exhibit A shows the project boundary as a CSM and it will help with understanding the different aspects of the agreement. Lot 1 will be used for future development, Lot 2 is for Foth, and Lot 3 will be subdivided more in the future depending on need. Foth is planning to build an approximate 90,000 square foot building for their new corporate headquarters. Outlot 1 includes the area for the regional storm water pond and also the future trail corridor that will ultimately connect to the Preserve Trail System. The CSM also shows that area to be dedicated to the public for the future Innovation Court.

Public Improvements:

A summary of public improvements are provided in Exhibit D. These improvements will start in July 2012 and will be completed in phases through the fall of 2013. The improvements include the following:

- Sanitary
- Storm
- Water
- Pond*
- Street (Innovation Court)
- Lighting
- Trail

* Note in the agreement you will see that the developer will be constructing the pond. Once the pond is completed and certified, it will be turned over to the City. The City will reimburse the developer for the actual cost. The pond is required to meet our design requirements.

Development Grant:

The agreement includes provisions for a developer grant. The grant is based on the guaranteed value of the Foth site (building and land) which will be \$10,500,000. The grant is provided in two stages which are:

1. \$775,000 within 60 of commencement of construction;
2. \$775,000 within 15 days of certificate of occupancy

Option to Purchase:

The agreement includes an option to purchase City property. The City property is shown in Exhibit B. The agreement for the option to purchase is included as Exhibit C. The option does not include the exact acreages at this time since the developer and City are still working on an area development plan. Based on the area development plan, some of the City land will be needed for trail and possible storm water treatment. The developer will purchase the City land for \$40,000 per acre which was based on two different appraisals. In addition, the City will be providing a credit for land provided to the City for the trail and conservancy area. This land will be valued at \$5,500 per acre.

Special Note:

The current agreement ensures that the City investment into the project and infrastructure will be paid during the life of the TID which ends in December 2029. The current agreement has the guaranteed value required for the entire life of the TID. The Developer has requested that this item be reviewed as a possible amendment in the future since it is expected that the value will be higher than 10.5 million dollars which would mean the related debt would be paid off earlier than 2029.

Recommendation:

Staff would recommend approval of the development agreement. If you have any questions on the agreement, please feel free to contact staff in advance.

RESOLUTION #12-86

AUTHORIZING REVOCABLE OCCUPANCY PERMIT
(Silver Fox GB, LLC)

WHEREAS, Silver Fox GB, LLC, has requested permission to place a bracket canopy within City owned right-of-way; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk Treasurer are authorized and directed to execute the attached Revocable Occupancy Permit (Exhibit 1) with Silver Fox GB, LLC for the purposes identified therein.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of July, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

REVOCABLE OCCUPANCY PERMIT

Name and Address of Permittee: Silver Fox GB, LLC
c/o William Schleis
2509 Sheridan Drive
Green Bay, WI 54302

Grantor: City of De Pere

Locations of Encroachment: 401 Main Avenue; along 4th Street property line
See attached Exhibit A

Purpose of Encroachment: Installation and maintenance of bracket canopy

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

1. This permit authorizes the installation and maintenance of a bracket canopy as shown on the attached Exhibit A. Nothing shall be placed upon or attached to or from the brackets. This bracket canopy shall remain in the City right-of-way only until such time as it is no longer required by Permittee. The equipment shall then, upon written notice to the City by Permittee, be immediately abandoned or removed from the right-of-way by Permittee in accordance with the rules and regulations applicable to such practices at the time of abandonment and removal.
2. Notwithstanding paragraph 1, above, if the property referred to above is required for another use at any time deemed by the Board of Public Works to be inconsistent with the continued use or occupancy under this permit or if the Board of Public Works determines that the installation or use of the facilities authorized under this permit increases the difficulty of development on the site or creates conditions adverse to the best interests of the general public, or presents a threat to safety, then Permittee, upon notification by the Director of Public Works, shall promptly remove the projecting sign from the property. Such removal shall be by Permittee at Permittee's sole cost and in accordance with all rules and regulations then applicable and the area returned to pre-occupancy condition. Failure of Permittee to remove such encroachment within ten days of the Director of Public Works notice to do so shall result in the Director of Public Works removing the encroachment and charging the costs thereof to Permittee.
3. No other use of the above described property is permitted except that specifically approved hereby.

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

If to Permittee:

William Schleis
2509 Sheridan Drive
Green Bay, WI 54302

If to De Pere:

City Engineer
925 South Sixth Street
De Pere, WI 54115

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

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

SILVER FOX GB, LLC

CITY OF DE PERE

William Schleis, Owner

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

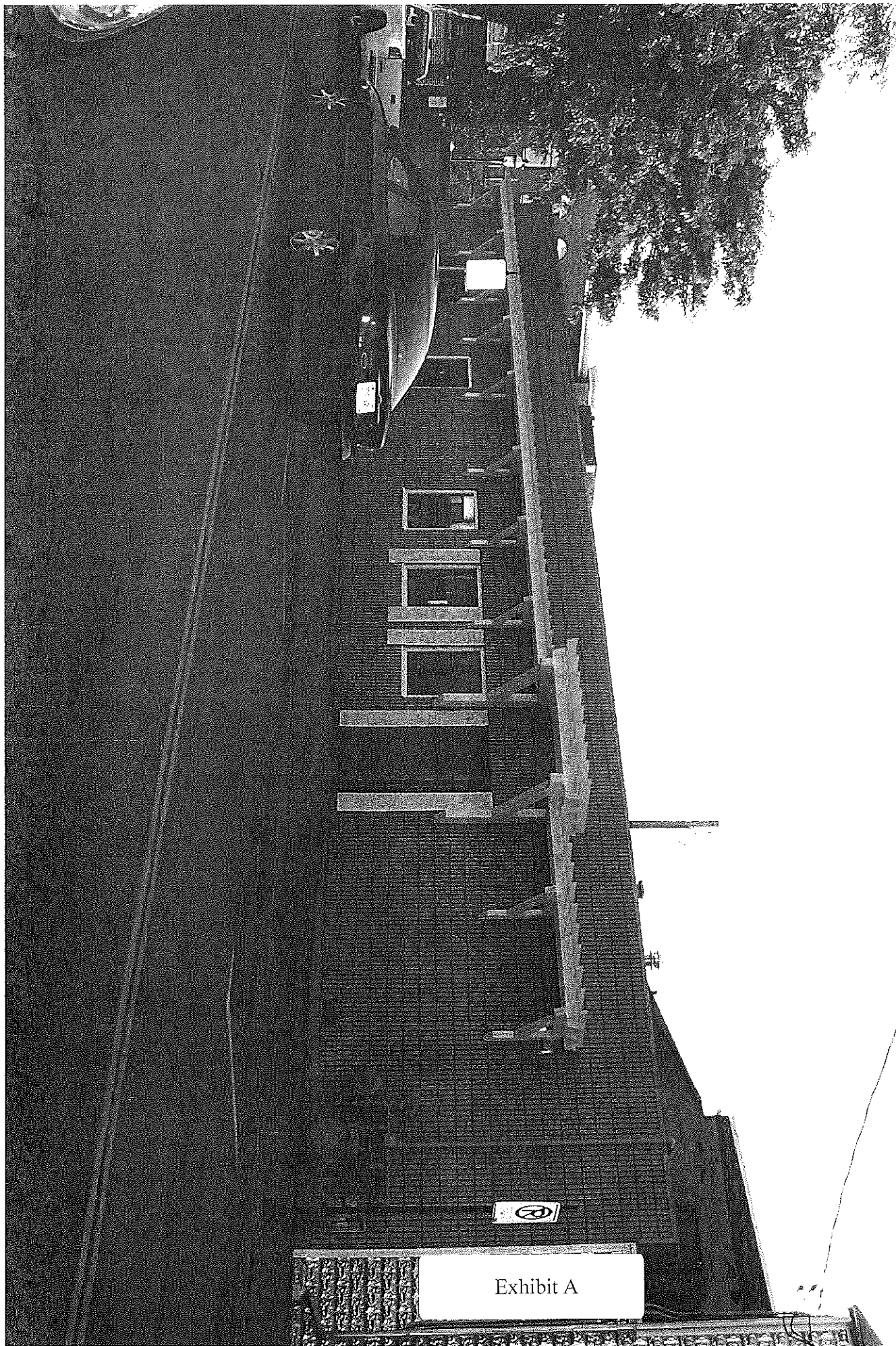


Exhibit A



RESOLUTION #12-87

AUTHORIZING REVOCABLE OCCUPANCY PERMIT
(Michael R. and Gail B. Cashman)

WHEREAS, Michael L. and Gail B. Cashman, have requested permission to place a pedestrian footbridge within a conservancy area and a footpath within City owned right-of-way;
and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk Treasurer are authorized and directed to execute the attached Revocable Occupancy Permit (Exhibit 1) with Michael L. and Gail B. Cashman for the purposes identified therein.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of July,
2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

REVOCABLE OCCUPANCY PERMIT

Name and Address of Permittee:

Michael R. and Gail B. Cashman
231 Oak Water Court
De Pere, WI 54115

Grantor:

City of De Pere

Locations of Encroachments:

Footbridge and footpath within conservancy area of ED-2442 and footpath within Old Plank Road right-of-way. See attached Exhibits A and B.

The occupancy of the conservancy area within ED-2442 as authorized pursuant to §14-54(2)(a)2) De Pere Municipal Code and the occupancy of the public right-of-way referenced above as authorized under Wis. Stats. §66.0425, are allowed by this permit, conditioned upon Permittee's full compliance with the following requirements:

1. This permit authorizes the installation and maintenance of the following:
 - A. a wooden pedestrian footbridge and a five foot wide pedestrian footpath within the conservancy area as shown and described on Exhibits A and B; and
 - B. a five foot wide pedestrian footpath within the conservancy area and within the Old Plank Road right-of-way as described on Exhibit B.

These encroachments shall remain in the areas permitted herein only until such time as it is no longer required by Permittee. The encroachment shall then, upon written notice to the City by Permittee, be immediately abandoned or removed therefrom from the right-of-way by Permittee in accordance with the rules and regulations applicable to such practices at the time of abandonment and removal.

2. Permittee shall keep and maintain the encroachments in good and reasonable condition and state of repair throughout the life of this permit.
3. Notwithstanding paragraph 1, above, if the pedestrian bridge or footpath referred to above is found to impede the flow of water within the conservancy or if the footpath located within the Old Plank Road right-of-way is required for another use at any time deemed by the Board of Public Works to be inconsistent with the continued use or occupancy under this permit or if the Board of Public Works determines that the installation or use of the facilities authorized under this permit creates conditions adverse to the best interests of the general public, or presents a threat to safety, then Permittee, upon notification by the Director of Public Works, shall promptly remove the improvements from such properties. Such removal shall be by Permittee at Permittee's sole cost and in accordance with all rules and regulations then applicable and the area returned to pre-occupancy condition. Failure of Permittee to remove these encroachments within ten days of the Director of Public Works notice to do so shall result in the Director of Public Works removing the encroachment and charging the costs thereof to Permittee.

4. No other use of the above described property is permitted except that specifically approved hereby.
5. Permittee shall save and hold the City of De Pere harmless from any and all injury that may occur to any party as the result of Permittee's use of the conservancy right-of-way referenced hereunder. This provision is intended to indemnify and hold harmless the City of De Pere to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, Permittee shall maintain a general liability insurance policy on its business operations in an amount of not less than One Million Dollars per occurrence and shall produce a Certificate of Insurance demonstrating to the satisfaction of the City that the City is named as an additional insured for purposes of this agreement, which shall be attached to this permit as Exhibit C.
6. Failure by Permittee to comply with the provisions of this permit is cause for the City to terminate this permit and require Permittee to take immediate action to restore the areas subject to this permit to original condition and for City to maintain any action at law or in equity to require such action with the costs thereof paid by Permittee.
7. Issuance of this permit shall not be construed as a waiver of Permittee's obligation to comply with more restrictive requirements which may be imposed by local ordinance.
8. Permittee shall comply with all City and State permitting requirements.
9. Notices permitted or required hereunder shall be sent via first class mail to:

If to Permittee:

Michael R. & Gail B. Cashman
231 Oak Water Court
De Pere, WI 54115

If to De Pere:

City Engineer
925 South Sixth Street
De Pere, WI 54115

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

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

MICHAEL R. AND GAIL B. CASHMAN

CITY OF DE PERE

Michael R. Cashman

Michael J. Walsh, Mayor

Gail B. Cashman

Shana L. Defnet, Clerk-Treasurer

H:\dupont\ROP\2012\Cashman-7-12-164-005-12.docx

MICHAEL CASHMAN

BAYLAND

P.O. BOX 13571 GREEN BAY, WI 54303
(920) 498-9300 FAX (920) 498-3003
www.fairlandbulldog.com

SCALE VERIFICATION
THIS BAR MEASURES 1" ON ORIGINAL

OFFICE OF COMMERCE
NEED PLANS AND CONSIDERATIONS ARE ALSO SUBJECT TO CON-
SULTATION WITH THE NATIONAL WOMEN'S UNION INC. TO
OBTAIN THE NECESSARY INFORMATION.

CONVERSION TO SAATCHI AND SAATCHI, INC.

MIKE CASHMAN
(920) 371-0808

3-3-12

☐ PRELIMINARY

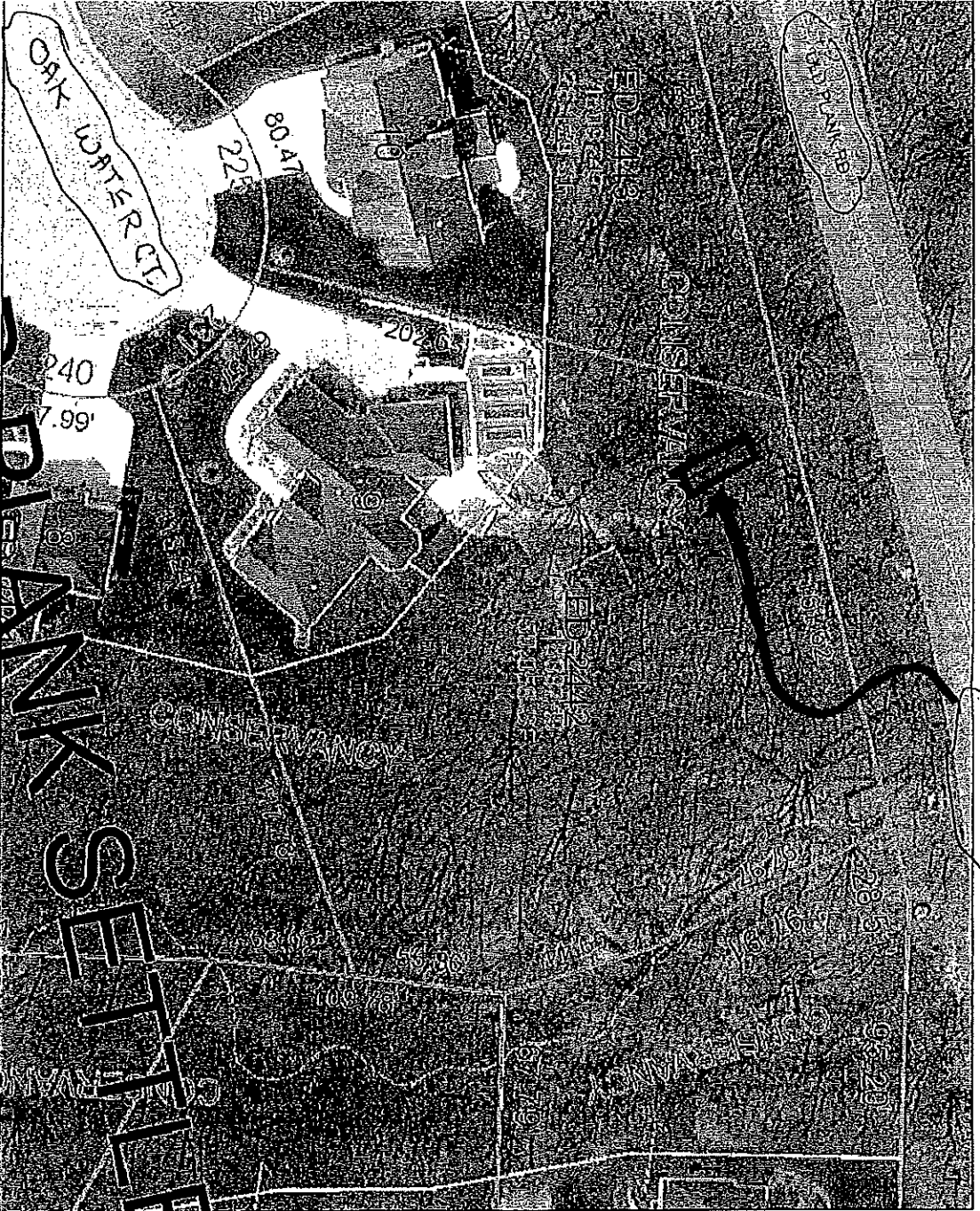
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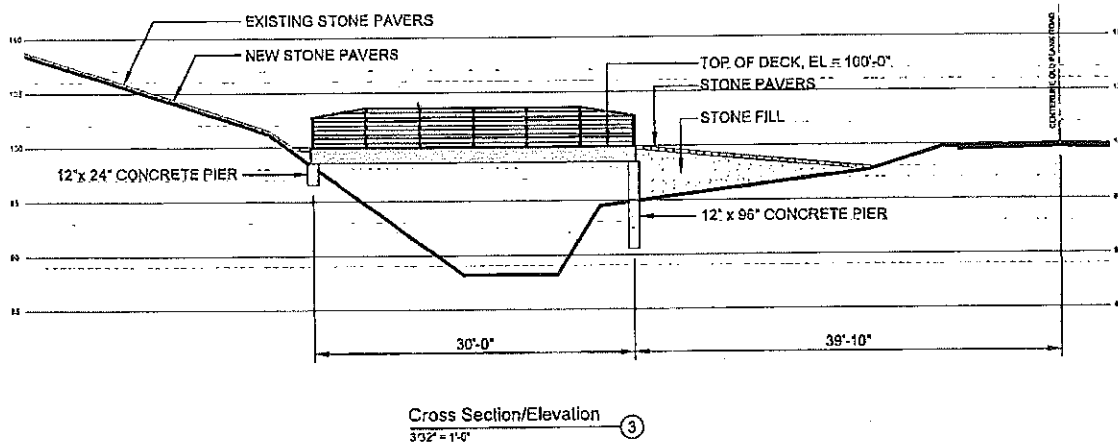
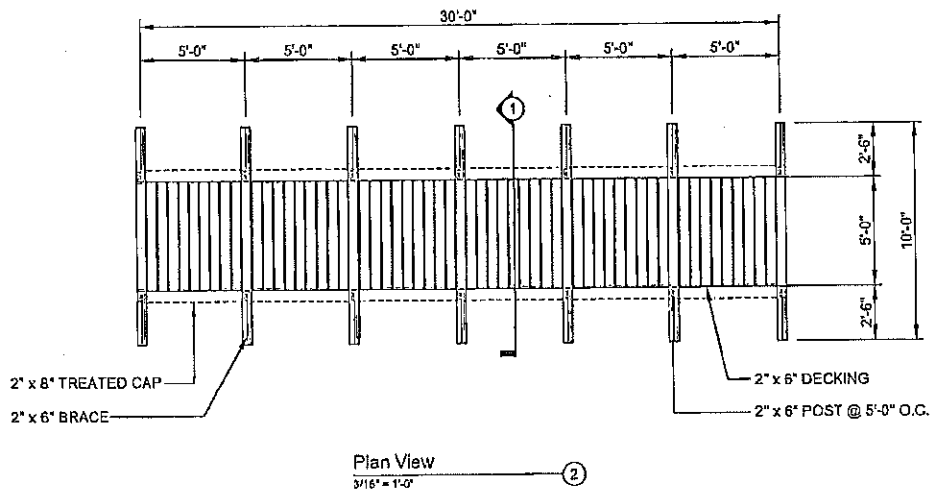
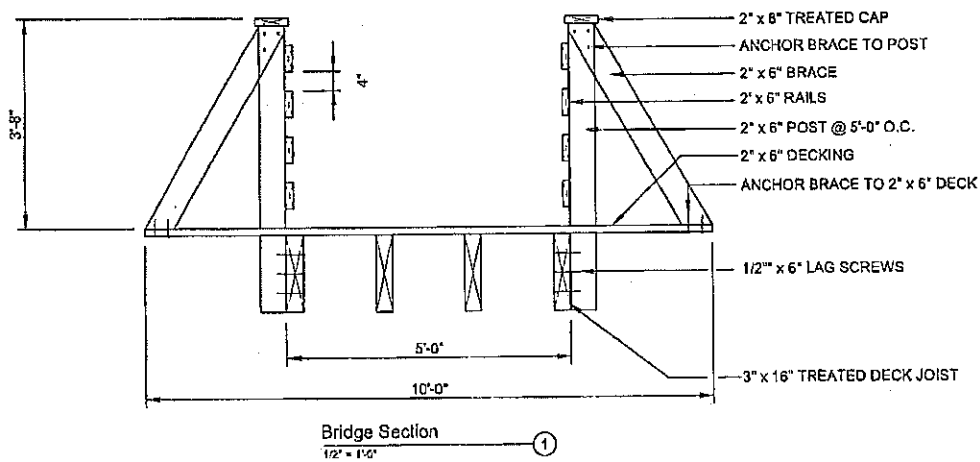
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100

SCALE: 1" = 60'-0"

Exhibit A
Page 1 of 2





<Title>

Exhibit B

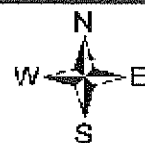
225

80.47

96.93 feet

231

This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising this map.



Scale 1:480

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer
Date: July 9, 2012
Subject: Consider Approval of Revocable Occupancy Permit – Conservancy at 231 Oak Water Court

The property owner at 231 Oak Water Court, Mike Cashman, has requested approval to construct a pedestrian bridge on his property and an associated path in an area designated as conservancy. The pedestrian bridge and associated path would provide access from his house on the end of the cul de sac to Old Plank Road. Staff has reviewed the proposed structure and pedestrian path and determined that it would not impede flow through the conservancy. Section 14-54 of the Code requires approval by the Board of Public Works and Common Council for the construction of the bridge and path within the conservancy.

Staff recommends the BOPW approve a Revocable Occupancy Permit for the installation of the structure and pedestrian path in the conservancy and the pedestrian path in the Old Plank Road right-of-way. The property owner should be required to have a survey completed to verify that the structure is built outside of the right-of-way.

May 4, 2012

Mike and Gail Cashman
231 Oak Water Court
De Pere, WI 54115
Mobile: 920-371-0808

I would like to build a walk bridge in the conservancy area in my back yard for a walking trail.

I will spray orange paint on the black top on Old Plank Road where the bridge will line up with the walking trail.

Any questions give me a call on my mobile 920-371-0808.

A handwritten signature in blue ink that reads "Michael R. Cashman". The signature is fluid and cursive, with a large, stylized initial "M" and "C".

Michael R. Cashman

RESOLUTION #12-88

AUTHORIZING TEMPORARY LIMITED INGRESS/EGRESS
EASEMENT ON CITY PROPERTY
(Part of Parcel ED-48)

WHEREAS, Rusk Street right-of-way North Clay Street was vacated in August of 2000 resulting in a portion of the driveway serving 1425-1427 Rusk Street (ED-1128-L-14) encroaching upon City property; and

WHEREAS, the owner of such parcel has requested a Temporary Limited Ingress/Egress Easement until the driveway can be reconstructed on private property; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk Treasurer are authorized and directed execute the Temporary Limited Ingress/Egress Easement as is attached as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of July, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Document Number
TEMPORARY LIMITED INGRESS/EGRESS EASEMENT

THIS TEMPORARY LIMITED EASEMENT, is given by the City of De Pere, a Wisconsin municipal corporation, GRANTOR, and the Trustees of the Michael H. and Gail A. Berken Revocable Trust of 2011 (5/8th interest) and Joan K. Wilson, Scott R. Berken and Joseph C. Berken (1/8th interest) its heirs and assigns, GRANTEE(S).

Grantor hereby grants a temporary limited ingress/egress easement to Grantee and its successors and assigns, over part of vacated Rusk Street, as described in Document No. 17793911 and corrected in Document No. 17785958, Brown County Records, in the City of De Pere, Brown County, Wisconsin, more fully described as follows:

The Northerly 10 feet of the Easterly 90 feet of the Southerly ½ of vacated Rusk Street, said street vacated in Document No. 1773911 and corrected in Document No. 1775958, Brown County Records.

Said Temporary Limited Easement shall terminate upon reconstruction of the driveway or driveway apron serving Tax Parcel ED-1128-L-14 (legally described as: Peters Subdivision Lot 14, Blk 1 and part vacated right-of-way adjacent described in Document No. 1775958) so that upon reconstruction such driveway apron and driveway shall be relocated and constructed without encroachment upon Tax Parcel ED-48.

This space is reserved for recording data

Return to

Judith Schmidt-Lehman
City of De Pere
335 S. Broadway Street
De Pere, WI 54115

Parcel Identification Number/Tax Key Number

Part of ED-48

Dated this ____ day of _____, 2012

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

State of Wisconsin)
Brown County) ss.

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

(SEAL)

This instrument was drafted by Judith Schmidt-Lehman

City of De Pere

Public Works Department

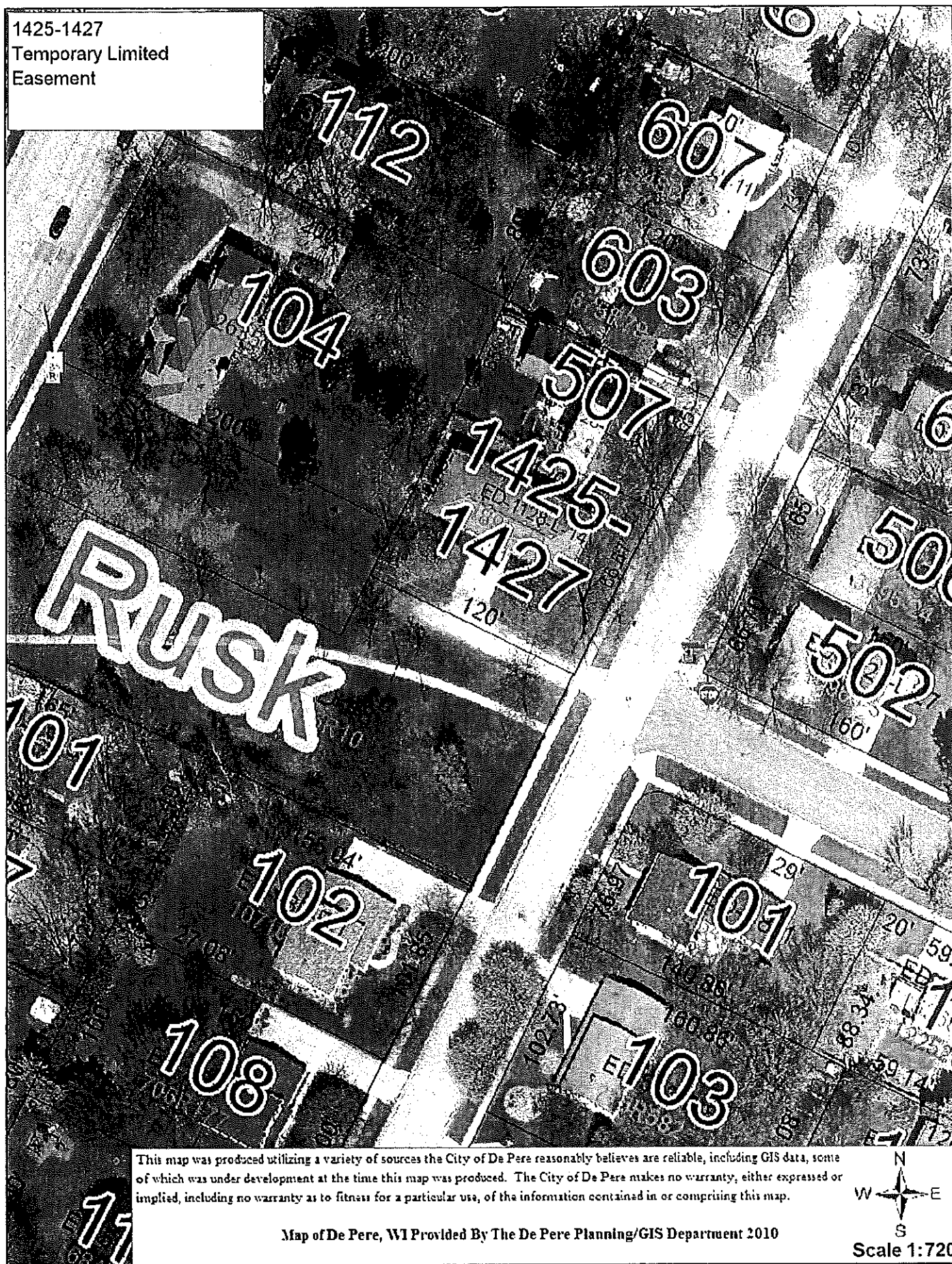
Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: July 9, 2012
Subject: Consider 1425-1427 Rusk Street Access Easement

Staff was contacted by Mike Berken, the property owner of 1425-1427 Rusk Street regarding the driveway to his property. The duplex is located at the corner of Rusk Street and Clay Street. The duplex faces the section of Rusk Street that was vacated through resolution on August 1, 2000. When the street was vacated, half of the right-of-way reverted to the property at 1425-1427 Rusk Street and half of the right-of-way reverted back to the City. The driveway is located in the center of the old right-of-way, placing half of the drive on City property. The property owner is requesting an easement for the portion of the driveway on City property and Staff reviewed the proposed easement with the City Attorney.

Based on this review, Staff's recommendation is to grant a temporary limited ingress/egress easement for the parcel until the driveway is reconstructed. When the driveway is reconstructed, it is to be constructed on private property.

1425-1427
Temporary Limited
Easement



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A / P CHECK REGISTER

PAGE: 1

PACKET: 03671 JUL 2012 COUNCIL - 2 7-17-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0001	A1 ELEVATOR CORP I-3549	A1 ELEVATOR CORP	R	7/17/2012		139.50CR	065176	139.50
4632	ACCURATE LLC I-201207101181	ACCURATE LLC	R	7/17/2012		5,550.00CR	065177	5,550.00
0217	AGRI-PARTNERS COOPERATIVE I-201207101182	AGRI-PARTNERS COOPERATIVE	R	7/17/2012		18.79CR	065178	18.79
0302	AIRGAS USA LLC I-9006753650	AIRGAS USA LLC	R	7/17/2012		111.09CR	065179	111.09
2982	ALL CITY COMMUNICATIONS I-4699567-070112	ALL CITY COMMUNICATIONS	R	7/17/2012		137.40CR	065180	137.40
0849	AMBROSIUS CONCRETE SUPPLIES INC I-277760	AMBROSIUS CONCRETE SUPPLIES IN	R	7/17/2012		104.15CR	065181	104.15
0013	ARAMARK UNIFORM SERVICES INC I-616-6426618	ARAMARK UNIFORM SERVICES INC	R	7/17/2012		320.63CR	065182	320.63
2878	ARING EQUIPMENT CO INC I-396573	ARING EQUIPMENT CO INC	R	7/17/2012		35.62CR	065183	35.62
0020	BADGERLAND PRINTING INC I-19897 I-19904 I-19951 I-19974	BADGERLAND PRINTING INC BADGERLAND PRINTING INC BADGERLAND PRINTING INC BADGERLAND PRINTING INC	R R R R	7/17/2012 7/17/2012 7/17/2012 7/17/2012		498.00CR 74.00CR 186.00CR 680.00CR	065184 065184 065184 065184	 1,438.00
0023	BATTERIES PLUS LLC I-501-364762 I-501-364996 I-501-365352	BATTERIES PLUS LLC BATTERIES PLUS LLC BATTERIES PLUS LLC	R R R	7/17/2012 7/17/2012 7/17/2012		134.50CR 84.95CR 92.19CR	065185 065185 065185	 311.64
0027	BAY TOWEL INC I-1485021 I-1485022	BAY TOWEL INC BAY TOWEL INC	R R	7/17/2012 7/17/2012		35.90CR 51.65CR	065186 065186	 87.55
0033	BIRDSEYE DAIRY INC I-133109 I-133120	BIRDSEYE DAIRY INC BIRDSEYE DAIRY INC	R R	7/17/2012 7/17/2012		145.80CR 282.48CR	065187 065187	 428.28

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PACKET: 03671 JUL 2012 COUNCIL - 2 7-17-12

VENDOR SET: 01

BANK : AP ASSOCIATED

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	C-CM606915P	BROADWAY AUTOMOTIVE INC	R	7/17/2012		178.95	065188	
	I-606915P	BROADWAY AUTOMOTIVE INC	R	7/17/2012		178.95CR	065188	
	I-622945	BROADWAY AUTOMOTIVE INC	R	7/17/2012		294.95CR	065188	294.95
0888	BROWN COUNTY HEALTH DEPT							
	I-2012-033	BROWN COUNTY HEALTH DEPT	R	7/17/2012		1,880.11CR	065189	1,880.11
0042	BROWN COUNTY HIGHWAY COMMISSION							
	I-201207101183	BROWN COUNTY HIGHWAY COMMISSIO	R	7/17/2012		168.51CR	065190	
	I-201207101184	BROWN COUNTY HIGHWAY COMMISSIO	R	7/17/2012		804.46CR	065190	972.97
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-19149	BROWN COUNTY PORT SOLID WASTE	R	7/17/2012		15,286.67CR	065191	15,286.67
0115	CARQUEST AUTO PARTS LLC							
	I-6339-150856	CARQUEST AUTO PARTS LLC	R	7/17/2012		32.24CR	065192	32.24
0536	CDW GOVERNMENT INC							
	I-M411191	CDW GOVERNMENT INC	R	7/17/2012		25.27CR	065193	25.27
6468	CENTRAL SERVICE CENTER							
	I-20817	CENTRAL SERVICE CENTER	R	7/17/2012		66.00CR	065194	66.00
2708	CLEANING SOLUTION SERVICES INC							
	I-05-7471	CLEANING SOLUTION SERVICES INC	R	7/17/2012		1,225.00CR	065195	
	I-05-7503	CLEANING SOLUTION SERVICES INC	R	7/17/2012		38.31CR	065195	
	I-05-7507	CLEANING SOLUTION SERVICES INC	R	7/17/2012		1,200.00CR	065195	2,463.31
6414	COMMUNICATIONS ENGINEERING CO							
	I-BILL118793	COMMUNICATIONS ENGINEERING CO	R	7/17/2012		995.00CR	065196	
	I-BILL119014	COMMUNICATIONS ENGINEERING CO	R	7/17/2012		129.80CR	065196	
	I-BILL119252	COMMUNICATIONS ENGINEERING CO	R	7/17/2012		101.80CR	065196	1,226.60
5218	CONCRETE CUTTERS INC							
	I-13475	CONCRETE CUTTERS INC	R	7/17/2012		650.00CR	065197	650.00
0063	DAANEN & JANSSEN INC							
	I-123144	DAANEN & JANSSEN INC	R	7/17/2012		47.77CR	065198	47.77
1302	DE KEYSER CONST CO INC							
	I-1200-027	DE KEYSER CONST CO INC	R	7/17/2012		5,258.92CR	065199	5,258.92

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PACKET: 03671 JUL 2012 COUNCIL - 2 7-17-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2077	DE PERE EXHAUST I-26627	DE PERE EXHAUST	R	7/17/2012		236.19CR	065200	236.19
0075	DIGGERS HOTLINE INC I-120 6 36401	DIGGERS HOTLINE INC	R	7/17/2012		790.03CR	065201	790.03
0083	EDLBECK CO I-440268	EDLBECK CO	R	7/17/2012		344.94CR	065202	344.94
0085	EMERGENCY MEDICAL PRODUCTS INC I-1471417	EMERGENCY MEDICAL PRODUCTS INC	R	7/17/2012		255.88CR	065203	255.88
0086	EMPLOYEE RESOURCE CENTER INC I-0612-258	EMPLOYEE RESOURCE CENTER INC	R	7/17/2012		342.50CR	065204	342.50
4915	ENVIROTECH EQUIPMENT CO, LLC I-070112-7A	ENVIROTECH EQUIPMENT CO, LLC	R	7/17/2012		107.13CR	065205	107.13
0092	FEAKER & SONS CO INC I-12-01B (1)	FEAKER & SONS CO INC	R	7/17/2012		98,475.48CR	065206	98,475.48
0331	FERGUSON WATERWORKS #1476 INC I-111492 I-111492-1	FERGUSON WATERWORKS #1476 INC FERGUSON WATERWORKS #1476 INC	R R	7/17/2012 7/17/2012		1,922.59CR 265.00CR	065207 065207	 2,187.59
2627	FESTIVAL FOODS INC I-201207101185 I-201207101186 I-201207101187 I-201207101188 I-201207101189	FESTIVAL FOODS INC FESTIVAL FOODS INC FESTIVAL FOODS INC FESTIVAL FOODS INC FESTIVAL FOODS INC	R R R R R	7/17/2012 7/17/2012 7/17/2012 7/17/2012 7/17/2012		4.64CR 15.32CR 121.68CR 27.84CR 14.95CR	065208 065208 065208 065208 065208	 184.43
0096	FIRE APPARATUS & EQUIPMENT INC I-10964	FIRE APPARATUS & EQUIPMENT INC	R	7/17/2012		369.29CR	065209	369.29
0104	FOX CITIES CLEANING INC I-201207101190	FOX CITIES CLEANING INC	R	7/17/2012		999.00CR	065210	999.00
0996	FOX LAMINATING CO INC I-331985-IN	FOX LAMINATING CO INC	R	7/17/2012		52.00CR	065211	52.00
0110	G & K SERVICES INC I-1011613049	G & K SERVICES INC	R	7/17/2012		89.36CR	065212	89.36

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PACKET: 03671 JUL 2012 COUNCIL - 2 7-17-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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	I-9849882684	GRAINGER INC	R	7/17/2012		84.54CR	065213	
	I-9855715372	GRAINGER INC	R	7/17/2012		85.27CR	065213	
	I-9858853196	GRAINGER INC	R	7/17/2012		30.42CR	065213	
	I-9861197227	GRAINGER INC	R	7/17/2012		202.56CR	065213	402.79
0446	HAWKINS INC							
	I-3353997 RI	HAWKINS INC	R	7/17/2012		6,456.00CR	065214	6,456.00
3521	HD SUPPLY WATERWORKS LTD							
	I-4799562	HD SUPPLY WATERWORKS LTD	R	7/17/2012		77.98CR	065215	
	I-4799921	HD SUPPLY WATERWORKS LTD	R	7/17/2012		253.96CR	065215	331.94
1399	INDOFF INC							
	I-2096972	INDOFF INC	R	7/17/2012		81.23CR	065216	
	I-2103849	INDOFF INC	R	7/17/2012		319.96CR	065216	
	I-2104066	INDOFF INC	R	7/17/2012		101.00CR	065216	
	I-2105409	INDOFF INC	R	7/17/2012		21.87CR	065216	
	I-2105938	INDOFF INC	R	7/17/2012		21.90CR	065216	545.96
0141	JEFFERSON FIRE & SAFETY INC							
	I-188270	JEFFERSON FIRE & SAFETY INC	R	7/17/2012		1,570.50CR	065217	1,570.50
1276	JX ENTERPRISES INC							
	I-D-221790140	JX ENTERPRISES INC	R	7/17/2012		90.78CR	065218	
	I-D-221810077	JX ENTERPRISES INC	R	7/17/2012		6.42CR	065218	97.20
5453	KOBUSSEN BUSES LTD							
	I-176715	KOBUSSEN BUSES LTD	R	7/17/2012		50.00CR	065219	50.00
0154	LAMERS BUS LINES INC							
	I-410288	LAMERS BUS LINES INC	R	7/17/2012		240.00CR	065220	
	I-410289	LAMERS BUS LINES INC	R	7/17/2012		160.00CR	065220	
	I-410294	LAMERS BUS LINES INC	R	7/17/2012		228.00CR	065220	
	I-410295	LAMERS BUS LINES INC	R	7/17/2012		228.00CR	065220	856.00
0156	LAWSON PRODUCTS INC							
	C-9600010364	LAWSON PRODUCTS INC	R	7/17/2012		62.00	065221	
	I-9300892612	LAWSON PRODUCTS INC	R	7/17/2012		419.57CR	065221	
	I-9300892613	LAWSON PRODUCTS INC	R	7/17/2012		277.77CR	065221	635.34
1105	LEDGEVIEW, TOWN OF							
	I-201207101191	LEDGEVIEW, TOWN OF	R	7/17/2012		20.67CR	065222	20.67

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5786	LEE, CINDY I-201207101192	LEE, CINDY	R	7/17/2012		57.17CR	065223	57.17
0159	LEXIS NEXIS INC I-1206265735	LEXIS NEXIS INC	R	7/17/2012		207.65CR	065224	207.65
0903	THE MAIL HAUS INC I-129870	THE MAIL HAUS INC	R	7/17/2012		2,221.13CR	065225	2,221.13
0173	MENARDS INC I-68677	MENARDS INC	R	7/17/2012		19.84CR	065226	19.84
1475	MUNICIPAL CODE CORP I-218343	MUNICIPAL CODE CORP	R	7/17/2012		771.34CR	065227	771.34
0076	NASSCO INC I-S1593824.001	NASSCO INC	R	7/17/2012		174.72CR	065228	174.72
1947	NEVCO INC I-1654	NEVCO INC	R	7/17/2012		8,926.00CR	065229	8,926.00
0531	NORTHEAST AUTO PARTS INC I-269369 I-269395 I-269432 I-269481 I-269495 I-269504 I-269529 I-269689	NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC	R R R R R R R R	7/17/2012 7/17/2012 7/17/2012 7/17/2012 7/17/2012 7/17/2012 7/17/2012 7/17/2012		114.27CR 19.94CR 191.72CR 23.06CR 36.95CR 22.48CR 34.98CR 564.11CR	065230 065230 065230 065230 065230 065230 065230 065230	 1,007.51
5433	NORTHEAST WI TECH COLLEGE I-SFT0000061931	NORTHEAST WI TECH COLLEGE	R	7/17/2012		2,344.19CR	065231	2,344.19
1160	OFFICEMAX INC I-430766 I-688993	OFFICEMAX INC OFFICEMAX INC	R R	7/17/2012 7/17/2012		298.60CR 89.58CR	065232 065232	 388.18
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC I-147009 I-147036	OSHKOSH FIRE & POLICE EQUIPMEN OSHKOSH FIRE & POLICE EQUIPMEN	R R	7/17/2012 7/17/2012		370.00CR 132.50CR	065233 065233	 502.50

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PACKET: 03671 JUL 2012 COUNCIL - 2 7-17-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4641	PACE ANALYTICAL SERVICES INC I-124058436	PACE ANALYTICAL SERVICES INC	R	7/17/2012		40.00CR	065234	40.00
0499	PACK AND SHIP LLC I-201207101193	PACK AND SHIP LLC	R	7/17/2012		104.44CR	065235	104.44
6600	PATTERSON MEDICAL SUPPLY INC I-41524039	PATTERSON MEDICAL SUPPLY INC	R	7/17/2012		104.23CR	065236	104.23
0202	PEPSI COLA NEW INC I-4905409	PEPSI COLA NEW INC	R	7/17/2012		93.12CR	065237	93.12
5469	PERFORMANCE DIESEL LLC I-20285	PERFORMANCE DIESEL LLC	R	7/17/2012		2,639.02CR	065238	2,639.02
0208	POMP'S TIRE SERVICE INC I-1010001521	POMP'S TIRE SERVICE INC	R	7/17/2012		215.72CR	065239	215.72
0209	POOL WORKS INC I-43174-1	POOL WORKS INC	R	7/17/2012		179.98CR	065240	179.98
3266	QUALITY SANDBLASTING & COATINGS I-2103	QUALITY SANDBLASTING & COATING	R	7/17/2012		3,300.00CR	065241	3,300.00
1434	PAULA RAHN I-201207101194	PAULA RAHN	R	7/17/2012		203.13CR	065242	203.13
2647	RANGER SERVICES INC I-51D62	RANGER SERVICES INC	R	7/17/2012		2,150.00CR	065243	2,150.00
0227	REINDERS INC C-1384397-00 I-1382637-00 I-1383948-00 I-1383948-01	REINDERS INC REINDERS INC REINDERS INC REINDERS INC	R R R R	7/17/2012 7/17/2012 7/17/2012 7/17/2012		227.36 473.09CR 286.41CR 57.82CR	065244 065244 065244 065244	 589.96
2548	RETTLER CORPORATION I-9877	RETTLER CORPORATION	R	7/17/2012		3,834.00CR	065245	3,834.00
0235	SAINT VINCENT HOSPITAL I-32475	SAINT VINCENT HOSPITAL	R	7/17/2012		30.97CR	065246	30.97

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PACKET: 03671 JUL 2012 COUNCIL - 2 7-17-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0248	SHOPKO CO LLC							
	I-201207101195	SHOPKO CO LLC	R	7/17/2012		7.96CR	065247	7.96
0252	SOUTHSIDE TIRE CO INC							
	I-3016391	SOUTHSIDE TIRE CO INC	R	7/17/2012		124.45CR	065248	
	I-3016448	SOUTHSIDE TIRE CO INC	R	7/17/2012		423.80CR	065248	
	I-3016475	SOUTHSIDE TIRE CO INC	R	7/17/2012		119.50CR	065248	
	I-3016575	SOUTHSIDE TIRE CO INC	R	7/17/2012		422.89CR	065248	1,090.64
0771	T G W INC OF WISCONSIN							
	I-21556	T G W INC OF WISCONSIN	R	7/17/2012		6.85CR	065249	
	I-21557	T G W INC OF WISCONSIN	R	7/17/2012		6.85CR	065249	13.70
0262	TEMPERATURE SYSTEMS INC							
	I-2064199-00	TEMPERATURE SYSTEMS INC	R	7/17/2012		75.06CR	065250	75.06
6136	TERMINAL SUPPLY CO							
	I-50678-00	TERMINAL SUPPLY CO	R	7/17/2012		16.06CR	065251	16.06
0268	TRUCK EQUIPMENT INC							
	C-6332	TRUCK EQUIPMENT INC	R	7/17/2012		50.00	065252	
	I-6348	TRUCK EQUIPMENT INC	R	7/17/2012		481.27CR	065252	431.27
4696	US CELLULAR							
	I-202075789-090	US CELLULAR	R	7/17/2012		123.34CR	065253	123.34
0274	VALLEY POPCORN CO INC.							
	I-123472	VALLEY POPCORN CO INC.	R	7/17/2012		286.90CR	065254	286.90
6093	WALT'S PETROLEUM SERVICE INC							
	I-52193	WALT'S PETROLEUM SERVICE INC	R	7/17/2012		264.60CR	065255	264.60
0282	WESCO DISTRIBUTION INC							
	I-912494	WESCO DISTRIBUTION INC	R	7/17/2012		3.06CR	065256	
	I-912497	WESCO DISTRIBUTION INC	R	7/17/2012		416.84CR	065256	419.90
1836	DIANE YASHINSKY							
	I-201207101196	DIANE YASHINSKY	R	7/17/2012		148.00CR	065257	148.00

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	82	0.00	185,269.91	185,269.91
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:	82	0.00	185,269.91	185,269.91

TOTAL DEBITS: 0 TOTAL CREDITS: 0

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PACKET: 03671 JUL 2012 COUNCIL - 2 7-17-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	7/2012	62,422.30CR
201	7/2012	544.50CR
207	7/2012	1,637.57CR
208	7/2012	109.03CR
210	7/2012	3,834.00CR
405	7/2012	113,642.34CR
415	7/2012	481.27CR
601	7/2012	1,298.85CR
650	7/2012	1,300.05CR
=====		
ALL		185,269.91CR

CITY OF DE PERE - JULY 17, 2012

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License for the 2010-2012 Licensing Period					
1	ACKER, TERESE A.	1220 S. 6TH ST.	DE PERE	WI	54115
2	BOULANGER, BROOKE D.	2767 HUMBOLDT RD.	GREEN BAY	WI	54311
3	DANFORTH, JASON M.	755 FLORIST DR.	DE PERE	WI	54115
4	ELWELL, ALEXANDRA G.	17926 HEROLD RD.	DENMARK	WI	54208
5	PHILLIPS, SHEILA R.	508 S. JACKSON ST.	GREEN BAY	WI	54301
Operator Licenses for the 2012-2014 Licensing Period					
1	AUSTEN, PATRICK J.	221 N. SUPERIOR ST.	DE PERE	WI	54115
2	BAETEN SHAWN	3101 S. CLAY ST.	GREEN BAY	WI	54301
3	BARTMANN, SCOT M.	2191 TRAILSIDE LN.	DE PERE	WI	54115
4	BENN, RACHEL L.	1400 SILVERSTONE TRL., #5	DE PERE	WI	54115
5	BINSFELD, ROGER L.	1211 S. 6TH ST.	DE PERE	WI	54115
6	BRAYTON, DANNY J.	1215 S. 7TH ST.	DE PERE	WI	54115
7	BREY, JAMES P.	512 S. 10TH ST., #42	DE PERE	WI	54115
8	COOPER, COURTNEY P.	831 GREENE AVE.	GREEN BAY	WI	54301
9	EAGEN, FRANK A.	1652 SAND ACRES DR.	DE PERE	WI	54115
10	ELSNER NAVARRO, SUSAN M.	1593 FRANZ AVE.	GREEN BAY	WI	54302
11	GEURTS, ALYSSA S.	510 COMMERCIAL ST., #13	SEYMOUR	WI	54165
12	GIESE, TASHA M.	W1418 TOWN HALL DR.	PULASKI	WI	54162
13	GRASSMAN, SONDI K.	3048 HOLLAND R.	GREEN BAY	WI	54313
14	HOLZHAUSER, JOSHUA R.	330 COLLEGE AVE.	DE PERE	WI	54115
15	JAMROSZ, TERRY A.	164 ROSE LN.	GREEN BAY	WI	54302
16	JOHNSON, ROBB	1615 SWAN RD., #10	DE PERE	WI	54115
17	LESPERANCE, NICOLE M.	2817 VIKING DR.	GREEN BAY	WI	54304
18	LO CASCIO, BRANDON L.	1766 LENWOOD AVE.	GREEN BAY	WI	54303
19	LUNDY, DAVID A.	300 FT. HOWARD AVE.	DE PERE	WI	54115
20	MALONE, STEPHANIE L.	304 MAIN AVE., #6	DE PERE	WI	54115
21	MCINERNEY-FITZGERALD, LAURA B.	2127 JEN RAE RD.	GREEN BAY	WI	54311
22	MUNOZ, JOSEPH J.	468 DUTTON AVE.	GREEN BAY	WI	54304
23	MURRAY, MARGARET L.	2769 PRAIRIE GARDEN. TR.	GREEN BAY	WI	54313
24	MURRAY, MATTHEW M.	2769 PRAIRIE GARDEN TR.	GREEN BAY	WI	54313
25	NAPIER JR., ROGER A.	1011 S. 6TH ST.	DE PERE	WI	54115
26	POLEY, BENJAMIN P.	220 FT. HOWARD AVE.	DE PERE	WI	54115
27	ROBERTS, BENJAMIN D.	1326 BROADWAY ST.	GREEN BAY	WI	54304
28	ROSNER, COREY W.	1748 NANCY AVE.	GREEN BAY	WI	54303
29	SANDERS, STEPHEN A.	2745 WOODRUFF CT.	GREEN BAY	WI	54115
30	SCHEFFEL, TRACY J.	819 ABRAMS ST.	GREEN BAY	WI	54302
31	SMITS, JASON J.	1008 RAYMOND ST.	GREEN BAY	WI	54304
32	STEEBER, ELISABETH C.	614 REID ST.	DE PERE	WI	54115
33	STEENO, DEBORAH M.	480 N. GOOD HOPE RD.	DE PERE	WI	54115
34	THORSEN, RICKY R.	2606 RIVER LN.	GREEN BAY	WI	54301
35	VANDERLOOP, ANTHONY R.	2466 GEMINI RD.	GREEN BAY	WI	54311
36	VANDERSTEEN, BARBARA D.	2466 BASSWOOD ST.	GREEN BAY	WI	54313
37	VERRILL, TONY J.	1430 ELEANOR AVE.	ST. PAUL	MN	55116
38	VOUGHT, ROBERT O.	2214A NICOLET DR., APT. 3	GREEN BAY	WI	54311
39	WERNER, COLLEEN A.	3182 WISCONSIN ST.	DE PERE	WI	54115
40	ZEITLER, MATTHEW J.	2364 BLUESTONE PL.	GREEN BAY	WI	54311
41	ZEITLER, SARA J.	2364 BLUESTONE PL.	GREEN BAY	WI	54311
42	ZWIEFELHOFER, SASHA M.	420 COLLEGE AVE.	DE PERE	WI	54115