



Common Council

335 South Broadway

De Pere, WI 54115

<http://www.de-pere.org>

Regular Meeting

Agenda

Tuesday, July 15, 2014

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a Regular Meeting of the **Common Council** of the City of De Pere will be held on **July 15, 2014** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the July 1, 2014 Common Council Meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Update on the Definitely De Pere (Main Street) Program.
6. Recommendation from the License Committee on a New Application for a Temporary Premise Description Change for Sidekick's Bar & Grill, 930 Main Ave., De Pere, WI submitted by DKG Entertainment, LLC, Agent: Denise A. Gajeski, 846 Elm St., De Pere, WI 54115.
7. Recommendation from the License Committee on a New Application submitted by Walgreen Co., Agent: Toni Minor, 1150 Redwood Dr., Green Bay, WI 54304 for a Class "A" Beer License for Walgreens #15637, 105 Wisconsin St., De Pere, WI.
8. Recommendation from the License Committee on a New Application submitted by Mixers Lounge, LLC, Agent: Christopher L. McKeefry, 1122 Countryside Dr., De Pere, WI 54115 for a Class "B" Beer/ "Class B" Liquor License for Mixers Lounge, 413 Main St., De Pere, WI.
9. Recommendation from the License Committee on a New Application submitted by Connection Bar & Grill, Inc., Agent: Dale Oldenburg, 1318 Carole Ln., Green Bay, WI 54313 for a Class "B" Beer/ "Class B" Liquor License for Connection Bar & Grill, 614 George St., De Pere, WI.
10. Recommendation from the License Committee on a New Application submitted by Ogan, LLC, Agent: Ildeman R. Nielson, 3116 Nicolet Dr., Green Bay, WI 54311 for a Class "B" Beer/ "Class B" Liquor License for Ogan Restaurant, 100 S. Broadway St., Suite 50, De Pere, WI.
11. Recommendation from the License Committee on a New Application submitted by Ashley Marie Gajeski, 1104 Roscoe St., Green Bay, WI 54304 for a Class "B" Beer/ "Class B" Liquor License for Buddhas Still, 363 Main Ave., De Pere, WI.
12. Recommendation from Finance/Personnel Committee to approve replacing Gazebo with decorative concrete and benches.
13. Recommendation from the Finance/Personnel Committee to Repair the Upstream Dam Liner and Allocate \$30,000 for the Upstream Liner Repair in 2014.

14. Recommendation from the Board of Public Works to Approve the Pedestrian Signal Donation from St. Norbert College for Third and Marsh and to Waive the Engineering Fees for the Installation.
15. Recommendation from the Board of Public Works to Award Well Pump Improvements Bid to CTW Corporation for \$82,467.00 for the Base Bid Plus Option Bid Items.
16. Resolution #14-75, Approving Proposal/Contract Agreement For Antennas Between The City Of De Pere And Dixon Engineering, Inc. (T-Mobiles Wireless Antennae Upgrade - 9th Street).
17. Resolution #14-76, Relating to the Composition of the Brown County Planning Commission Board of Directors.
18. Resolution #14-77, Authorizing Consulting Agreement With M3 Insurance Solutions, Inc.
19. Resolution #14-78, Ratifying Fire Department Bucket Brigade Grant Application.
20. Resolution #14-79, Authorizing Utility Easement (WD-142; 925 S. Sixth Street).
21. Resolution #14-80, Approving Agreement For Purchase And Sale Of Real Estate Between The City Of De Pere And Wisconsin Department Of Transportation (HWY 32/57 and Heritage Road).
22. Status of proposal on functional consolidation with Green Bay Metro Fire Department
23. Voucher Approval.
24. Operator License Applications.
25. Future agenda items.
26. 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, the previous day so that arrangements can be made.

Agenda Sent To:

Alderspersons
Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Timothy Cummins, CTW Corporation
Steve Jakups, St. Norbert College
Denise Gajeski, Sidekick's Bar & Grill
Ashley Gajeski, Buddhas Still
Ildeman Nielson, Ogan Restaurant
Dale Oldenburg, Connection Bar & Grill
Christopher McKeefry, Mixers Lounge

Toni Minor, Walgreens #15637
Dixon Engineering Inc.

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: July 15, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the July 1, 2014 Common Council Meeting.

ATTACHMENTS:

- 7-01-2014 Common Council Meeting (DOC)



Common Council

335 South Broadway

De Pere, WI 54115

<http://www.de-pere.org>

Regular Meeting

Draft Minutes

Tuesday, July 1, 2014

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order by Council President Mike Donovan on July 1, 2014 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status	Arrived
Michael J. Walsh	Mayor	Excused	
Kevin Bauer	Alderman	Present	
James Boyd	Alderman	Present	
Scott Crevier	Alderman	Present	
Michael Donovan	Alderman	Present	
Jim Kneiszel	Alderman	Present	
Larry Lueck	Alderman	Present	
Dean Raasch	Alderman	Present	
Lisa Rafferty	Alderman	Present	

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the June 17, 2014 Common Council Meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Alderman
SECONDER:	James Boyd, Alderman
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

4. A Public Hearing on proposed Shoreland-Wetland Ordinance revisions.
 - A. Notice of Public Hearing.
Clerk-Treasurer Shana Defnet stated that the public hearing was published in the Green Bay Press Gazette on June 20th and June 23rd, 2014.
 - B. Recommendation from the Plan Commission.
City Planner Ken Pabich stated that Plan Commission recommended approval.
 - C. Ordinance #14-08, Amending §15-2, De Pere Municipal Code, Regarding Shoreland Zoning Regulations over Annexed Areas.
Council President Donovan declared the public hearing opened; no one wished to speak and he declared the public hearing closed.

City Attorney Judy Schmidt-Lehman explained the ordinance regarding shoreland zoning regulations to the Council.

Attachment: 7-01-2014 Common Council Meeting (2379 : Approval of the Minutes of the July 1, 2014 Common Council Meeting.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

5. A Public Hearing to levy special assessments for improvements constructed on the west side of CTH PP from 1330' south of Prosper Street to O'Keefe Road.
- A. Notice of Public Hearing.
Clerk-Treasurer Shana Defnet stated that the public hearing was published in the Green Bay Press Gazette on June 19th, 2014.
- B. Recommendation from the Board of Public Works.
- C. Resolution #14-73, Final Resolution Authorizing Storm Sewer Main and Lateral Construction and Levying Special Assessments Against Benefited Property (West side of CTH PP from 1330' South of Prosper Street to O'Keefe Road).
Council President Donovan declared the public hearing opened; no one wished to speak and he declared the public hearing closed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

6. A Public Hearing to levy special assessments for improvements on the west side of CTH PP from 1330' south of Prosper Street to Heritage Road.
- A. Notice of Public Hearing.
Clerk-Treasurer Shana Defnet stated that the public hearing was published in the Green Bay Press Gazette on June 19th, 2014.
- B. Recommendation from the Board of Public Works.
City Engineer Eric Rakers stated that the Board of Public Works recommended approval.
- C. Resolution #14-74, Final Resolution Authorizing Sidewalk Construction and Levying Special Assessments Against Benefited Property (West side of CTH PP from 1330' South of Prosper Street to Heritage Road).
Council President Donovan invited Don Van Straten forward to speak on the resolution; discussion with City Engineer Eric Rakers followed.
Council President Donovan closed the public hearing and entertained a motion.
City Engineer Eric Rakers reviewed the assessment area with the Council.
Discussion followed.

RESULT:	ADOPTED [6 TO 2]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Raasch
NAYS:	Larry Lueck, Lisa Rafferty

7. Public comment upon matters not on the agenda or other announcements. None.
8. Recommendation from the License Committee on a New Application submitted by Northern Gas, LLC, Agent: Roshankumar K. Patel, 3525 Meadowsweet Ln., Appleton, WI 54511 for a Class "A" Beer & "Class A" Liquor License for You Pump located at 302 N. Broadway, De Pere WI.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

9. Recommendation from the Board of Park Commissioners to approve Braisher Park Playground Surfacing*

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lisa Rafferty, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

10. Ordinance #14-09, Amending §7-2 De Pere Municipal Code Regarding Licenses and Fees (including allowing the filling/refilling of containers on Class "B" premises).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

11. Voucher Approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

12. Operator License Applications.

CITY OF DE PERE - JULY 1, 2014					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	GEHRING, JENNA L.	1398 S. CARRINGTON LN.	DE PERE	WI	54115
2	KOZLOVSKY, JAMIELEE R.	4900 SPORTSMAN DR.	DE PERE	WI	54115
3	LEHMBECK, ZOEY D.	1312 S. IRWIN AVENUE	GREEN BAY	WI	54301
4	LONGHI, NICOLE M.	954 MATHER ST.	GREEN BAY	WI	54303
5	MANTHE, KERRY L.	1908 BONFIRE WAY	DE PERE	WI	54115
6	POCIOPA, ALEX M.	2434 SHADY OAK DRIVE	GREEN BAY	WI	54304
7	PRIBYL, ERIN L.	1374 KINGSTON TERRACE	GREEN BAY	WI	54302
8	STEENO, DEBORAH M.	480 N. GOOD HOPE RD.	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	BESAW, AMBERLEE M.	800 COOK ST., APT. 5	DE PERE	WI	54115
2	BUMBARD, JESSICA N.	1639 N. 5TH ST.	SHEBOYGAN	WI	53081
3	HOLTZ, LAUREN J.	909 ATHENS DR.	GREEN BAY	WI	54311
4	KAUR, JASMEET	3520 MEADOWSWEET LN.	APPLETON	WI	54911
5	LEBRECK, DONA M.	800 COOK ST., #8	DE PERE	WI	54115
6	LOPEZ, JACQUELINE L.	280 ROSELAWN BLVD.	GREEN BAY	WI	54301
7	MARQUETTE, MEGAN M.	144 GARFIELD ST.	KAUKAUNA	WI	54930
8	MOORE, BENJAMIN S.	1490 BIEMERET ST.	GREEN BAY	WI	54304
9	MORRIS, LINDSAY J.	2134 EARLY ST.	GREEN BAY	WI	54304
10	PATEL, SUMITKUMAR B.	200 N. PERKINS ST.	APPLETON	WI	54914
11	SHOEMAKER, LISA M.	1720 CRIMSON CT.	DE PERE	WI	54115
12	SMITS, SAMUEL S.	985 ALDRIN ST.	DE PERE	WI	54115
13	SWARTZ, VALERIE Y.	1444 ELM ST.	GREEN BAY	WI	54301
14	ZIMMERMAN, CASEY A.	1822 WESTERN AVE. #8	GREEN BAY	WI	54303
Renewal Operator License Applications for the 2014-2016 Licensing Period					
1	BILOTTI, MARIE F.	1104 CHICAGO ST.	DE PERE	WI	54115
2	CAIN, MARY F.	1680 W. MAIN CIR., #101	DE PERE	WI	54115
3	CHEVALIER, JENNIFER L.	1030 VERONICA LN.	DE PERE	WI	54115
4	DAUL, RACHEL A.	2054 MILL RD.	GREENLEAF	WI	54126
5	DUFEEK, VIOLETTA L.	2848 CASTLE HILL LN.	GREEN BAY	WI	54302
6	DOMBROSKE, LORI J.	1159 DREWS DR.	DE PERE	WI	54115
7	GIESE, TASHA M.	W1418 TOWN HALL DR.	PULASKI	WI	54162
8	GLATZ, SHARON M.	N3623 FARRELL RD.	KAUKAUNA	WI	54130
9	GRUTZA, EMILY F.	1407 CONRAD DR.	GREEN BAY	WI	54313
10	HAYES, KATHERINE M.	1171 ORLANDO DR.	GREEN BAY	WI	54304
11	HJORT, JEREMY J.	308 CUSTER CT.	GREEN BAY	WI	54301
12	HOCKERS, DALE E.	1410 FT. HOWARD AVE.	DE PERE	WI	54115
13	KOHLBECK, MICHAEL R.	1680 W. MAIN CIR., #90	DE PERE	WI	54115
14	KRAFT, JENNI A.	1189 CORAL ST.	DE PERE	WI	54115
15	KOCKEN, TAMMY L.	3631 LOST LN.	DE PERE	WI	54115
16	MURPHY, ALYSSA S.	145 WINCHESTER DR.	SEYMOUR	WI	54165
17	MCARDLE, MELISSA J.	1505 S. ONEIDA ST.	GREEN BAY	WI	54304
18	NIKOLAY, LAURA L.	2034 STONE SILO CIR.	DE PERE	WI	54115
19	REETZ, SARATT A.	1960 BELLEVUE ST., #8	GREEN BAY	WI	54311
20	STEEBER, ELISABETH C.	983 WISHART AVE.	DE PERE	WI	54115
21	SMITS, AMANDA M.	1114 N. HAWTHORNE DR.	APPLETON	WI	54915
22	SPAKOWICZ, ANDREW R.	1474 CHICAGO ST.	DE PERE	WI	54115
23	TESCH, JEREMIAH S.	1120 FT. HOWARD AVE.	DE PERE	WI	54115
24	TOEBE, TERRY L.	2128 S. BROADWAY ST.	GREEN BAY	WI	54304
25	TURNER, BECKY S.	1134 WIRTZ AVE.	GREEN BAY	WI	54304
26	WILMET, BENJAMIN J.	616 REID ST.	DE PERE	WI	54115
27	WICKHAM, BARBARA G.	120 S. WINNEBAGO ST.	DE PERE	WI	54115
28	WESOLOSKE, ANGELA M.	464 ROSEMARY DR.	PULASKI	WI	54162
29	WHITTEMORE, JENNIFER L.	1021 ST. ANTHONY DR.	DE PERE	WI	54115
30	ZEITLER, MATTHEW J.	2364 BLUESTONE PL.	GREEN BAY	WI	54311

Alderson Bauer moved, seconded by Alderson Raasch to approve Previously Tabled Operator License Applications #1, 2, 5, and 8; table #4 and 7; and to deny #3 and 6. Upon vote, motion carried unanimously.

Alderson Bauer moved, seconded by Alderson Raasch to approve New Operator License Applications #1, 2, 4-6, 8, and 10-14 and to table #3, 7, and 9. Upon vote, motion carried unanimously. Alderson Bauer moved, seconded by Alderson Raasch to approve Renewal Operator License Applications #1-30. Upon vote, motion carried unanimously.

13. Future agenda items. None.
14. Adjournment. Alderson Crevier moved, seconded by Alderson Raasch to adjourn the meeting at 7:47 p.m.

Respectfully submitted,

Shana Defnet, Clerk-Treasurer

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: July 15, 2014

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Update on the Definitely De Pere (Main Street) Program.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 15, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Vicki Scray

SUBJECT: Recommendation from the License Committee on a New Application for a Temporary Premise Description Change for Sidekick's Bar & Grill, 930 Main Ave., De Pere, WI submitted by DKG Entertainment, LLC, Agent: Denise A. Gajeski, 846 Elm St., De Pere, WI 54115.

For their annual Park Dance.

ATTACHMENTS:

- 07-15-14 SideKicks (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 25 20 14 ;
ending July 26 20 14TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } DE PERE
☒ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)

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

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

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

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>MEMBER - DENISE A GAJESKI</u>	<u>846 ELM ST</u>	<u>DE PERE 54115</u>
Vice President/Member	<u>MEMBER - KURT J GAJESKI</u>	<u>846 ELM ST</u>	<u>DE PERE 54115</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>DENISE A GAJESKI</u>		
Directors/Managers			

3. Trade Name SIDEKICKS BAR & GRILL Business Phone Number 336-9556
4. Address of Premises 930 MAIN AVE Post Office & Zip Code DE PERE 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 2002 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
- (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

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

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 30th day of June, 20 14

[Signature]
(Clerk/Notary Public)

My commission expires May 31, 2015

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>6-30-15</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: July 15, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Vicki Scray

SUBJECT: Recommendation from the License Committee on a New Application submitted by Walgreen Co., Agent: Toni Minor, 1150 Redwood Dr., Green Bay, WI 54304 for a Class "A" Beer License for Walgreens #15637, 105 Wisconsin St., De Pere, WI.

ATTACHMENTS:

- 07-15-14 Walgreens App (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning August 8 20 14 ;
ending June 30 20 15TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City of }County of Brown Aldermanic Dist. No. _____ (if required by ordinance)

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

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

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

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	President/CEO	Gregory Wasson	1724 RFD Holly Court Long Grove, IL 60047
Vice President/Member	Pres. Community Mgmt	Mark Wagner	1127 S. Ridge Road Lake Forest, IL 60045
Secretary/Member	Assistant Secretary	John Mann	1409 Royal Oak Lane Glenview, IL 60025
Treasurer/Member	Treasurer	Jason Dubinsky	1156 Cherry St Deerfield, IL 60015
Agent	Store Manager - Toni Minor	1150 Redwood Dr	Green Bay WI 54304
Directors/Managers	Assistant Secretary	Michael Felish	2230 Butterfly Ln Glenview, IL 60026

3. Trade Name
- Walgreens #15637

Business Phone Number pending

4. Address of Premises
- 105 Wisconsin St

Post Office & Zip Code De Pere, WI 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☐ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) **Corporate/limited liability company applicants only:** Insert state Illinois and date 2/15/1909 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? see attached store listing ☒ Yes ☐ No

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

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

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 18th day of June 2014

Aurora G Linang
(Clerk/Notary Public)

My commission expires 5-21-2017

NOTARY PUBLIC - STATE OF WISCONSIN
MY COMMISSION EXPIRES 05/21/17

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>6-24-14</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: July 15, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Vicki Scray

SUBJECT: Recommendation from the License Committee on a New Application submitted by Mixers Lounge, LLC, Agent: Christopher L. McKeefry, 1122 Countryside Dr., De Pere, WI 54115 for a Class "B" Beer/ "Class B" Liquor License for Mixers Lounge, 413 Main St., De Pere, WI.

ATTACHMENTS:

- 07-15-14 Mixers Lounge App (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 16 20 14 ;
ending June 30 20 15 ;TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)

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

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

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

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Owner</u>	<u>Christopher McKeefy</u>	<u>1122 Countryside Drive 54115</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>Christopher L. McKeefy</u>	<u>1122 Countryside Drive DePere WI</u>	<u>54115</u>
Directors/Managers			

3. Trade Name Mixers Lounge Business Phone Number 920-246-0492
4. Address of Premises 413 Main St. Post Office & Zip Code 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☐ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 6/26/14 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

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

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

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No

- (b) If yes, under what name was license issued? Honey Hole

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No

13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] ☒ Yes ☐ No

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

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 30 day of June, 20 14

[Signature]
(Clerk/Notary Public)

My commission expires mg 3/1/2015

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

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

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

TO BE COMPLETED BY CLERK

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

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: July 15, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Vicki Scray

SUBJECT: Recommendation from the License Committee on a New Application submitted by Connection Bar & Grill, Inc., Agent: Dale Oldenburg, 1318 Carole Ln., Green Bay, WI 54313 for a Class "B" Beer/ "Class B" Liquor License for Connection Bar & Grill, 614 George St., De Pere, WI.

ATTACHMENTS:

- 07-15-14 Connection Bar & Grill App (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 16 20 14 ;
ending June 30 20 15TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } DePere
☒ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Connection Bar and Grill Inc

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>President</u>	<u>Dale Oldenburg</u>	<u>1318 Carleton</u>
Vice President/Member			<u>54313</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Dale Oldenburg</u>		
Directors/Managers			

3. Trade Name Connection Bar and Grill Business Phone Number 616-780-7223
4. Address of Premises 614 George St Post Office & Zip Code 54115

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

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1st Floor Bar area Restaurant and Back Room, 2nd Floor office + Locked Storage

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

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

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 20th day of June, 20 14

Shane DePere
(Clerk/Notary Public)

My commission expires 3/27/17

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

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

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

TO BE COMPLETED BY CLERK

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

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 15, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Recommendation from the License Committee on a New Application submitted by Ogan, LLC, Agent: Ildeman R. Nielson, 3116 Nicolet Dr., Green Bay, WI 54311 for a Class "B" Beer/ "Class B" Liquor License for Ogan Restaurant, 100 S. Broadway St., Suite 50, De Pere, WI.

ATTACHMENTS:

- 07-15-14 Ogan App only (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 20 14 ;
ending 6/30/2015 20 15 ;TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of BROWN Aldermanic Dist. No. _____ (if required by ordinance)

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

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

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

(ILDEMAN R. NIELSON)

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

President/Member ILDEMAN R. NIELSON Title _____ Name _____ Home Address 3116 NICOLET DRIVE Post Office & Zip Code GREEN BAY, WI 54311
Vice President/Member _____
Secretary/Member _____
Treasurer/Member _____
Agent ILDEMAN R. NIELSON
Directors/Managers _____

3. Trade Name OGAN RESTAURANT Business Phone Number 920-8846779
4. Address of Premises 100 S BROADWAY 5th Post Office & Zip Code De Pere, 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☒ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 2010 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

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

10. Legal description (omit if street address is given above): store room, and sidewalk cafe

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No

- (b) If yes, under what name was license issued? PATRICIA A. Tiedman n, Sky lark Enterprises, LLC

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No

13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776]. ☒ Yes ☐ No

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

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 26th day of June, 20 14

Gunnif T. Johnson
(Clerk/Notary Public)

My commission expires 8-3-14

Ilde R. Nielson
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

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

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

TO BE COMPLETED BY CLERK

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

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 15, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Recommendation from the License Committee on a New Application submitted by Ashley Marie Gajeski, 1104 Roscoe St., Green Bay, WI 54304 for a Class "B" Beer/ "Class B" Liquor License for Buddhas Still, 363 Main Ave., De Pere, WI.

ATTACHMENTS:

- 07-15-14 Buddhas Still App Only (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 15th 20 14 ;
ending June 30 20 15TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name):
- Gajeski Ashley Marie 1104 Roscoe St Green Bay, WI 54304
-
- An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member			
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent			
Directors/Managers			

3. Trade Name Buddha's Still Business Phone Number 920 606-3460
4. Address of Premises 303 Main Ave De Pere WI Post Office & Zip Code 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☐ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state _____ and date _____ of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) To Be stored FD coolers and sold at bar
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
(b) If yes, under what name was license issued? _____
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 30th day of June, 20 14[Signature]

(Clerk/Notary Public)

[Signature]

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

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

My commission expires May 31, 2015

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>6-30-14</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 15, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from Finance/Personnel Committee to approve replacing Gazebo with decorative concrete and benches.

The Finance/Personnel Committee reviewed the issue of repairing or replacing the Gazebo at Creviere Commons due to its failing condition. The recommendation from the Finance/Personnel Committee was to remove the Gazebo and replace with a decorative concrete pad and benches. The estimated cost is \$3500 and would need to come from un-designated reserve funds.

ATTACHMENTS:

- memo.crevier commons (DOC)
- 14-142 Gazebo Contract (PDF)
- 20140530112730668 (PDF)



Memorandum

To: Finance/Personnel Committee

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

Re: Creviere Commons

Date: July 8, 2014

Staff has been asked to review options for repairing and/or replacing the gazebo in Creviere Commons and provide information to the City leaders. I have summarized the possible options below for your consideration. At this time, there are no funds allocated for this project. Options for funding renovations or repairs to the gazebo would need to come from reserves or propose in the 2015 budget.

Option 1 – Repair current gazebo by hiring a contractor.

Staff attempted to get three quotes in repairing the gazebo, however was successful in only getting two. The two bids range from \$5400 to \$10,000. I have included the two bids for your review. In obtaining the bids, we asked contractors to go out and evaluate the condition of the gazebo and recommend repairs.

Option 2 – Replace current gazebo

An option for replacing the current gazebo would be to purchase a gazebo kit and have staff handle the demolition and construction of new gazebo. Cost to install a new gazebo would be around \$9,000. This would include the purchase of a gazebo kit, demolition, and concrete work.

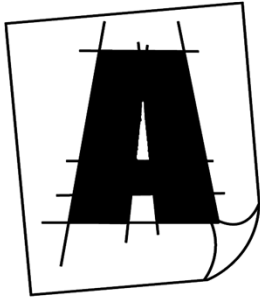
Option 3 – Remove gazebo and replace with decorative concrete and benches.

This option would call have City staff remove the gazebo and then have a contractor pour decorative concrete. The anticipated cost of doing this would be around \$3500 which would include decorative concreted, landscaping and 3-4 benches.

Option 4 – Have City staff conduct repairs to gazebo.

Although this is an option, staff would not recommend. The gazebo is in need of some extra maintenance that exceeds our professional skillset with our employees.

In reviewing the options, I would recommend the City consider Option 1 or Option 3. Although I do believe our staff could successfully accomplish Option 2 or Option 4, both would be time consuming and take employees away from other tasks.



Alliance

CONSTRUCTION & DESIGN

TO:	Marty Kosobucki	PHONE:	339-4065	DATE:	6/12/2014
	City of DePere Parks Dept.	PROJECT NAME AND LOCATION:			
	925 S. Sixth Street	Crevier Commons Gazebo			
	De Pere, WI 54115	JOB #	14-192	SALESPERSON	MVH

PROJECT PROPOSAL

GAZEBO REMODEL

WE HEREBY AGREE TO PROVIDE THE FOLLOWING:

Replace existing roof sheeting and shingles.	
Replace existing wood decking.	
Replace existing rotten spindles and railing.	
Replace existing fascia boards.	
All exposed fasteners to be non rusting.	
Pressure wash, caulk and paint all exposed wood. (Excluding the deck boards.)	
Dispose of all construction debris.	
Alternate add -	
Install composite deck boards in lieu of treated boards - Add \$750.00	

TOTAL AMOUNT OF PROJECT

\$5,400.00

CONTRACTOR SIGNATURE:	DATE:	ACCEPTED BY:	DATE:
1020 ORLANDO DRIVE - DEPERE, WI 54115 - PHONE (920) 336-3400 - FAX (920) 336-3401			

Attachment: 14-142 Gazebo Contract (2397 : Recommendation from Finance/Personnel Committee to approve replacing Gazebo with



3100 Holmgren Way
Green Bay, WI 54304

Phone: 920/337-6488
Fax: 920/337-1973
Email: Build@BestBuiltInc.com

Proposal for Work and Construction Agreement

May 30, 2014

City of De Pere
c/o: Marty Kosobucki

Re: Crevier Commons Gazebo Repair

Dear Marty,

We are pleased to submit a price of \$9,983.21 to complete the following work:

INCLUDED IN BID:

- *Demo existing rotted wood, roofing and flooring.
Note: We are removing existing cupala and not replacing.
- *Replace roofing including new roof sheeting.
- *New wood railings, fascia and flooring attached with treated screws to prevent rusting.
- *Painting all wood, new and remaining old to look new including benched.
- *Waste disposal.
- *General liability and Workman's compensation insurance only.

NOT INCLUDED IN BID:

- *Permits if needed.
- *Electrical work.
- *Top row of latus is not being removed or replaced – only repainted.
- *Builders multiple perils all risk insurance coverage against all losses which are not within the control of Best Built Inc, it's subcontractors or material suppliers.
- *Any work not specifically listed in the "Included in Bid" section.

CHANGES:

- *No changes in the plans and specifications are to be made except upon written order prior to changes being made, signed by Owner and Best Built setting forth a detailed description of the change, additions, and deletions.

ALLOWANCES:

* Allowances provided for in this proposal are subject to adjustments upon the completion of the particular work involved.

WARRANTY:

* Contractor will repair, replace, or correct defects as per Industry Standards as shall become necessary by reason of faulty workmanship or building materials which appear within a period of one (1) year from occupancy or completion, whichever comes first. This applies to Contractor's work and that done by its subcontractors. Where a separate contract exists between the Owner and a particular subcontractor for any phase of construction, Contractor has no responsibility for warranty enforcement. Longer warranties on any equipment will be as per manufacturer's product literature and not Contractor's responsibility. Payment in full must have been received by Contractor for any warranty to be in effect.

HEADINGS:

* It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

GOVERNING LAW:

* This Agreement shall be governed by the laws of the State of Wisconsin.

MILESTONE PAYMENTS:

* The contract price shall be paid in amounts as construction progresses as follows:

- 10% at signing
- Bill remaining at completion

Note: All payments are due net 10 days after receipt of invoice

Lien Notice:

Wisconsin State Statutes 779.02 (2) (a): As required by the Wisconsin Construction Lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specification for the construction on owner's land may have lien rights on the owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notice from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

Thank you for the opportunity to quote you on this project. Please feel free to call with any questions you may have.

This quote is subject to withdrawal if not accepted within (30) thirty days.

ACCEPTANCES:

ACCEPTED this 30th day of
May _____, 2014.

DATED this _____ day of
_____, 2014.

BEST BUILT, INC.

By:


Shawn Ziesmer

*Marty Kosobucki

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 15, 2014

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation from the Finance/Personnel Committee to Repair the Upstream Dam Liner and Allocate \$30,000 for the Upstream Liner Repair in 2014.

Update: The Board of Public Works approved the recommendation to repairing the dam liner and allocate \$30,000 for the upstream liner repair in 2014.

The City owns a small portion of the dam on the Fox River. The section is located off the end of James Street and extends to the Fox River Navigational Authority property at the locks. In 2010, the City and Wisconsin Department of Natural Resources (WDNR) completed a field review. Seepage was identified at several points through the dam. City staff began monitoring the seepage depth and upstream elevations of the reservoir. Based on these observations, it was determined that the seepage through the dam decreases as the reservoir depth decreases and actually reaches a point where the main seepage points completely stop.

The City contracted with the Army Corps of Engineers (ACOE) to complete an analysis of the dam to determine the source/location of the leak. The report was completed in July of 2013. ACOE completed a survey and ran several tests to determine the point of the leak. Through the use of a dye test, ACOE identified the location of the leak near the west end of the dam. ACOE is recommending a repair be made to the liner on the upstream side and a seepage filter be constructed on the downstream side.

Last October the City attempted to have the dam liner repaired when the reservoir was lowered by ACOE for the repairs being completed by Expera (formerly Thilmany) on the west side of the river. Unfortunately, the water elevation was not low enough to complete the repair.

City staff removed the riprap over the top of the liner to expose the area in question and placed a blue tarp at the area. This tarp is visible.

The City applied for a grant to repair the dam this year. However, the City is not eligible for a grant because the City does not own the entire dam.

The Wisconsin Department of Natural Resources is requesting that the City repair the upstream liner in 2014 while the plans for the seepage filter are completed.

Staff is recommending that the Board allocate \$30,000 for the upstream liner repair in 2014. Funding was not included in the 2014 budget. The funding will be from TID #7.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 15, 2014

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation from the Board of Public Works to Approve the Pedestrian Signal Donation from St. Norbert College for Third and Marsh and to Waive the Engineering Fees for the Installation.

Update: The Board of Public Works recommends the approval of the donation from St. Norbert College for the Pedestrian Signal at Third and Marsh and to waive the engineering fees for installation.

Enclosed is a copy of the letter with the request. St Norbert has purchased the signs and will provide to the City. The City will install this year. The City will bill St Norbert for the cost of the installation. The lights will be the City's to maintain.

Staff recommends the BOPW approve the donation of the pedestrian actuated signals to the City per the attached letter from St Norbert College with the College reimbursing the City for the installation cost.

ATTACHMENTS:

- St. Norbert Request Letter (PDF)



100 Grant Street • De Pere, WI 54115-2099 • www.snc.edu/campusafety

May 27, 2014

City of De Pere
Board of Public Works
335 South Broadway
De Pere, WI 54115

Dear Board Chair and Board Members,

This correspondence is a formal request to the City of DePere, Board of Public Works to approve the installation of 2- flashing LED, solar operated, pedestrian crossing signs on Third Street at the of intersection Marsh Street.

The St. Norbert College American with Disabilities committee received funding totaling \$6,500.00 for this project. We have received a quote from TAPCO Traffic and Parking Control in the amount of \$5,650.00 for needed materials.

As the director of campus safety and having a background in law enforcement, I cannot express my concern for pedestrian safety at this intersection. This intersection is of particular concern because of high pedestrian numbers, street side parking on the east side of Third Street, and poor sight lines for pedestrians and vehicles traveling west from the eastside of the intersection of Marsh Street to Third Street.

With existing in-road pedestrian crossing signs and the addition of 2- flashing solar operated LED signs, this crossing will undoubtedly be a much safer for all pedestrian and vehicle traffic using St. Norbert College housing and sporting facilities.

It is my understanding, if approved; the College would purchase the signage and donate it to the City of DePere. The City would obtain bids for installation and install the signage, billing the college for the installation project. We also understand the City of DePere would own and maintain the signage. The college would like the option to add a motion detection device to the signage in the future to enable hands-free activation of the lighted signs for people using the crosswalk after athletic events and special occasions held in the sport center.

As a college, we look forward to working with our partners in the community to make the City of De Pere safer. Thank you in advance for your time and consideration and feel free to contact me if you have questions or concerns..

Sincerely,

A handwritten signature in dark ink, appearing to read "Steve Jakups".

Steve Jakups
Sr. Director of Campus Safety
St. Norbert College
(920) 403-1346

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 15, 2014

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation from the Board of Public Works to Award Well Pump Improvements Bid to CTW Corporation for \$82,467.00 for the Base Bid Plus Option Bid Items.

The Board of Public Works recommendation is to award the bid for Well Pump Improvements to CTW Corporation in the amount of \$82,467.00 for the base bid plus option bid items.

The Water Department received bids for Project 404-14-01 Well Pump Improvements on June 27th, 2014. This project involves repair and maintenance to the Ninth Street well and Scheuring Road well. These wells are maintained by the City as a backup water supply. The pump at Ninth Street is not functioning due to the needed repairs. The bids received were as follows:

Bidder	Base Bid	Base Bid Plus Optional Bid Items
CTW Corporation	\$74,525	\$82,467
Water Well Solutions	\$68,915	\$82,715
Municipal Well & Pump	\$72,990	\$83,330

There were two issues that occurred with bidding this project. The first is the time that the bid for Water Well Solutions was received. The Water Well Solutions bid was sent overnight shipping via UPS. Due to a weather delay, the bid was received after the bid opening. Based on information received from UPS on the weather delay and that Water Well Solutions did not have access to the bid after the bid opening to modify their bid, the bid was opened. A detailed discussion on this is included in a memo from the City Attorney.

The second issue related to a discrepancy related to an error in the math between the unit price bid and the total bid for a bid item with the Water Well Solutions bid. The result was an \$800 increase in the bid from Water Well Solutions. The r impacts the low bidder. A detailed discussion has been included in a memorandum from Robert E. Lee & Associates, Inc.

The budgeted amount from the capital improvement budget is \$147,000. Funding will be from the water utility fund. The staff recommendation is to award the bid to CTW Corporation in the

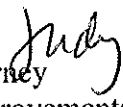
amount of \$82,467 for the base bid plus option bid items.

ATTACHMENTS:

- Well Pump Bid Memo(PDF)
- MO070314a_memo to city of de pere (PDF)
- L062714a_letter of recommendation (PDF)

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
 Board of Public Works Members
 From: Judith Schmidt-Lehman, City Attorney 
 RE: Project 404-14-01; Well Pump Improvements
 Date: July 2, 2014

This memo addresses issues that arose in the receipt of bids for the above project and provides legal guidelines to follow in evaluating which bids to consider in determining the lowest responsible bidder for this project.

Bids on this project were due for opening at 10:00 AM on Friday June 27, 2014. UPS delivery of the Water Well Solutions Service Group, Inc. (WWSS) bid was delayed by severe weather. UPS document tracking information confirms that the bid documents were delivered to a UPS collection site on June 26, 2014 at 2:51 PM to be shipped "UPS Next Day Air Early AM". UPS attempted delivery to the City at 10:45 AM on June 27, 2014. The City initially refused delivery; however delivery was eventually accepted at 3:00 PM that day, pending legal review of the authority, if any, of the City to accept a late bid.

The Wisconsin Court of Appeals has decided that municipalities have the discretion to decide whether or not to accept a late bid. That decision however, is subject to judicial review. *Power Systems Analysis, Inc. v. City of Bloomer*, 197 Wis. 2d 817, 824, 541 N.W.2d 214 (Ct. App. 1995). Judicial review of municipal discretionary decisions is generally limited to determining whether the City acted in an arbitrary or unreasonable manner. *Id.*, citing *Aqua-Tech, Inc. v. Como Lake Protect. & Rehab. Dist.*, 71 Wis. 2d 541, 550-51, 239 N.W.2d 25, 30 (1976).

Public bidding laws are designed to prevent fraud, collusion and favoritism in addition to ensuring that the public is provided the best work at the most reasonable price. Bid opening requirements are intended to further these goals by preventing a bidder from being able to undercut other bidders by obtaining information on the other bids before submitting their own.

Here, there is no indication that the WWSS bid has an unfair advantage over the other bids on the project. UPS logs show the WWSS bid documents were out of WWSS hands and in UPS sole custody from 2:51 PM on June 26, 2014 until the City took custody of the documents on June 27, 2014. As such, WWSS was not in a position to obtain information on the other bids before completing its bid. Further, accepting this bid will not result in giving WWSS an unfair advantage or foster fraud. It will however provide an additional bid on the project which does foster competitive pricing for the public.

Under these circumstances, I am of the opinion that the City could lawfully exercise its discretion to accept the late bid and evaluate it with the other bids received in determining the lowest responsible bidder on the project.

If you have any questions or concerns, please feel free to call me at 339-4042 to discuss.

JSL:jld

H:\jdupont\Memos\2014\Mayor & BPW-WWSS Bid-7-2-14-162-005-02.docx



ROBERT E. LEE & ASSOCIATES, INC.

ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES

Green Bay Office • 1250 Centennial Centre Boulevard • Hobart, WI 54155-8995
920-662-9641 • FAX 920-662-9141

MEMORANDUM

TO: SCOTT THORESEN, P.E.
CITY OF DE PERE

FROM: DALE MARSH, P.E.

SUBJECT: CONTRACT 404-14-01

DATE: 7/3/2014

This memorandum addresses issues associated with the discrepancies between the unit price and the indicated sum of the bid submitted by Water Well Solutions. It will address determination of the lowest responsible bidder.

In accordance with the General Conditions of the contract documents, Article 14.01C, discrepancies between the indicated sum of any column of figures and the correct sum therewith be resolved in favor of the correct sum. Per the contract documents, Bid Item No. 1 had a unit price of \$1,800. The total price amount submitted by Water Well Solutions was \$1,000, which is incorrect. The correct amount, based on the verbiage in Article 14.01C., should be \$1,800. This was corrected and the total bid amount for Water Well Solutions therefore is \$82,715.00.

If you have any questions, please contact us at (920) 662-9641.

Attachment: MO070314a_memo to city of de pere (2373 : Recommendation from the BOPW to Award Well Improvement Bid to CTW Corp)



Robert E. Lee & Associates, Inc.

Engineering, Surveying, Environmental Services

Green Bay Office
1250 Centennial Centre Bldg
Hobart, WI 54155
920-662-9641
FAX 920-662-9141

July 3, 2014

Mr. Scott Thoresen, Public Works Director
CITY OF DE PERE
925 South Sixth Street
De Pere, WI 54115

RE: Bid Recommendation for 2014 Well Pump Improvements
Contract 404-14-01

Dear Mr. Thoresen:

Bids for the 2014 Well Pump Improvements project were received and opened at 10:00 a.m., on June 27, 2014. Three bids were received. One bid was received after the 10:00 a.m. deadline, which was from Water Well Solutions and one bid had a mathematical discrepancy.

The bids are summarized on the enclosed itemized bid tabulation.

- | | | |
|----|---|-------------|
| 1. | CTW Corporation
Lannon, Wisconsin | \$82,467.00 |
| 2. | Water Well Solutions
Oconomowoc, Wisconsin | \$82,715.00 |
| 3. | Municipal Well & Pump
Waupun, Wisconsin | \$83,330.00 |

If the Water Well Solutions' bid is not accepted, the bids will be as follows:

- | | | |
|----|--|-------------|
| 1. | CTW Corporation
Lannon, Wisconsin | \$82,467.00 |
| 2. | Municipal Well & Pump
Waupun, Wisconsin | \$83,330.00 |

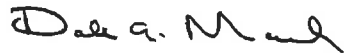
Attachment: L062714a_letter of recommendation (2373 : Recommendation from the BOPW to Award Well Improvement Bid to CTW Corp)

July 3, 2014
Mr. Scott Thoresen, Public Works Director
CITY OF DE PERE
Page 2

Based on the correct bid amounts, we therefore recommend the award of Contract 404-14-01 be to CTW Corporation in the amount of \$82,467.00. Please contact us if you have any questions regarding this recommendation or other aspect of this project.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Dale A. Marsh, P.E.
Civil Engineering Manager

DAM/LAR

ENC.

Attachment: L062714a_letter of recommendation (2373 : Recommendation from the BOPW to Award Well Improvement Bid to CTW Corp)

UNIT PRICE BID SCHEDULE

OWNER: City of De Pere
 PROJECT: 2014 Well Pump Improvements
 CONTRACT: 404-14-01
 BID DATE: June 27, 2014 at 10 a.m.
 ENGINEERS: ROBERT E. LEE & ASSOCIATES, INC.

				CTW CORPORATION <i>Lannon, Wisconsin</i>		WATER WELL SOLUTIONS <i>Oconomowoc, Wisconsin</i>		MUNICIPAL WELL & PUMP <i>Waupun, Wisconsin</i>	
Item		Unit	Qty.	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
9th Street Well Pump									
1	Mobilize well pump service equipment, for the unit price of:	EA	1	\$1,000.00	\$1,000.00	\$1,800.00	\$1,800.00	\$3,430.00	\$3,430.00
2	Remove well pump assembly and appurtenances, for the unit price of:	EA	1	\$6,250.00	\$6,250.00	\$3,750.00	\$3,750.00	\$4,950.00	\$4,950.00
3	Demobilize well pump service equipment, for the unit price of:	EA	1	\$500.00	\$500.00	\$500.00	\$500.00	\$270.00	\$270.00
4	Televis well, for the unit price of:	EA	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,380.00	\$1,380.00
5	Disassembly and inspect existing well pump, for the unit price of:	EA	1	\$250.00	\$250.00	\$500.00	\$500.00	\$410.00	\$410.00
6	Furnish new column assembly, pipe, and airlines, for the unit price of:	LF	500	\$41.35	\$20,675.00	\$29.00	\$14,500.00	\$37.00	\$18,500.00
7	Construct/raise concrete well pump base and modify existing piping, for the unit price of:	EA	1	\$1,800.00	\$1,800.00	\$5,400.00	\$5,400.00	\$2,970.00	\$2,970.00
8	Mobilize well pump service equipment, for the unit price of:	EA	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$720.00	\$720.00
9	Provide stuffing box and packing, for the unit price of:	EA	1	\$250.00	\$250.00	\$100.00	\$100.00	\$340.00	\$340.00
10	Install well pump, aquastream intake pipe, discharge head and appurtenances, for the unit price of:	EA	1	\$6,375.00	\$6,375.00	\$4,745.00	\$4,745.00	\$5,940.00	\$5,940.00
11	Conduct well pump field test, for the unit price of:	EA	1	\$275.00	\$275.00	\$500.00	\$500.00	\$360.00	\$360.00
12	Demobilize well pump service equipment, for the unit price of	EA	1	\$500.00	\$500.00	\$500.00	\$500.00	\$270.00	\$270.00
9th Street Well Pump, Items 1-12					\$39,375.00		\$34,795.00		\$39,540.00
Scheuring Road Well Pump									
13	Mobilize well pump service equipment, for the unit price of:	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$2,060.00	\$2,060.00
14	Remove well pump assembly and appurtenances, for the unit price of:	EA	1	\$5,200.00	\$5,200.00	\$3,750.00	\$3,750.00	\$3,220.00	\$3,220.00
15	Demobilize well pump service equipment, for the unit price of:	EA	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$270.00	\$270.00
16	Televis well, for the unit price of:	EA	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,380.00	\$1,380.00
17	Disassembly and inspect existing well pump, for the unit price of:	EA	1	\$250.00	\$250.00	\$500.00	\$500.00	\$410.00	\$410.00
18	Furnish new column assembly, pipe, and airlines, for the unit price of:	LF	400	\$51.25	\$20,500.00	\$48.8125	\$19,525.00	\$53.00	\$21,200.00
19	Mobilize well pump service equipment, for the unit price of:	EA	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$720.00	\$720.00
20	Provide stuffing box and packing, for the unit price of:	EA	1	\$250.00	\$250.00	\$100.00	\$100.00	\$340.00	\$340.00
21	install well pump, intake pipe, discharge head and appurtenances, for the unit price of:	EA	1	\$5,200.00	\$5,200.00	\$4,745.00	\$4,745.00	\$3,220.00	\$3,220.00
22	Conduct well pump field test, for the unit price of:	EA	1	\$250.00	\$250.00	\$500.00	\$500.00	\$360.00	\$360.00
23	Demobilize well pump service equipment, for the unit price of	EA	1	\$500.00	\$500.00	\$500.00	\$500.00	\$270.00	\$270.00
TOTAL Scheuring Road Well Pump, Items 13-23					\$35,150.00		\$34,120.00		\$33,450.00
Optional Bid Items The owner may pick one or both of the following optional bid items.									
24	Furnish new well pump for 9th Street Well Station, for the unit price of	EA	1	\$3,831.00	\$3,831.00	\$5,200.00	\$5,200.00	\$5,170.00	\$5,170.00
25	Furnish new well pump for Scheuring Road Well Station, for the unit price of	EA	1	\$4,111.00	\$4,111.00	\$8,600.00	\$8,600.00	\$5,170.00	\$5,170.00
TOTAL Optional Bid Items, Items 24-25					\$7,942.00		\$13,800.00		\$10,340.00
TOTAL CONTRACT 404-14-01, Items 1-25					\$82,467.00		\$82,715.00		\$83,330.00

Attachment: L062714a_letter of recommendation (2373 : Recommendation from the BOPW to Award Well

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 15, 2014

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #14-75, Approving Proposal/Contract Agreement For Antennas Between The City Of De Pere And Dixon Engineering, Inc. (T-Mobiles Wireless Antennae Upgrade - 9th Street).

The City received a request from T-Mobile regarding upgrades of wireless antennae facilities on the City's 9th Street water tower. As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water tower with the work being proposed by T-Mobile. Staff has received payment from T-Mobile for funding the engineering services to be performed by Dixon Engineering.

Staff recommends approving the engineering services agreement with Dixon Engineering for the 9th Street water tower.

ATTACHMENTS:

- Reso14-75 (DOCX)
- Dixon - T-Mobile -9th Street Tower (PDF)

RESOLUTION #14-75

APPROVING PROPOSAL/CONTRACT AGREEMENT FOR ANTENNAS
 BETWEEN THE CITY OF DE PERE AND DIXON ENGINEERING, INC.
 (T-Mobile Wireless Antenna Upgrade – 9th Street)

WHEREAS, the City is in need of engineering services regarding an antenna upgrade on the 9th Street water tower; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Proposal/Contract Agreement for Antennas between the City of De Pere and Dixon Engineering, Inc. as is attached hereto, provided that T-Mobile has paid to the City Treasurer the sum due and owing under such contract prior to execution thereof.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of July, 2014.

APPROVED:

 Michael J. Walsh, Mayor

ATTEST:

 Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Proposal/Contract Agreement for Antennas

(DePere, Wisconsin 250,000 Double Ellipse 9th Street 49-05-11-02)

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

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of Seven Thousand Four Hundred dollars \$7,400. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

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

3.01 SIGNATURES

Chris Kreiner

06/03/14

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

PROPOSAL DATE

CONTRACT APPROVED by OWNER

POSITION

DATE

CO SIGNATURE (if required)

POSITION

DATE

CONTRACT APPROVED by DIXON OFFICER

EFFECTIVE CONTRACT DATE

4.01 ADDITIONAL SERVICES

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

5.01 Termination

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

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

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

6.01 Controlling Law

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

7.01 Successors, Assigns, and Beneficiaries

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

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

8.01 General Considerations

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

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

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

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

8.02 Severability

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

8.03 Headings

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

SCHEDULE A

(DePere, Wisconsin 250,000 Double Ellipse 9th Street 49-05-11-02)

- I. Initial Site Inspection – Site Walk:
 - A. Site visit by two Dixon employees to completely map current tank conditions. This includes as-built sketches, existing antenna equipment, site conditions, steel thicknesses, and photos.
- II. Design and Plan Review:
 - A. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included. Initial Site Inspection – Site Walk is a prerequisite to Design and Plan Review.
- III. Site Work for:
 - A. Preconstruction (preinstallation) and progress meetings-attend and participate.
 - B. Installation inspections-inspect installation as it progresses and a final post inspection to compare with design criteria. These inspections include letter report and photographs.

SCHEDULE B

(DePere, Wisconsin 250,000 Double Ellipse 9th Street 49-05-11-02)

I PAYMENT

- A. When service is rendered Owner shall pay DIXON the following line item prices:
 - 1. Schedule A, Item I, Initial Site Inspection-Site Walk, the lump sum of **\$1,300**.
 - 2. Schedule A, Item II, Design and Plan Review, the lump sum of **\$1,350**. (Site Walk prerequisite \$1,300)
- B. Owner shall pay DIXON the following line items times the number of units used:
 - 1. Schedule A, Item III
 - A. **(1)** Preconstruction Meetings **\$950** per meeting
 - B. **(4)** Installation and Post Inspections **\$950** per inspection

II INVOICES

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

SCHEDULE C

Antenna Engineering Services Fees

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

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

Expenses:

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

FEES EFFECTIVE THROUGH DECEMBER 31, 2014

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: July 15, 2014

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Resolution #14-76, Relating to the Composition of the Brown County Planning Commission Board of Directors.

ATTACHMENTS:

- Reso14-76 (DOCX)
- Option 4 Map (PDF)
- BCPC Board of Directors (PDF)

RESOLUTION #14-76

RELATING TO THE COMPOSITION OF THE
BROWN COUNTY PLANNING COMMISSION BOARD OF DIRECTORS

WHEREAS, the Brown County Planning Commission Board of Directors must add representation to include the Wisconsin Department of Transportation and Transit according to the federal requirements of being named a designated Transportation Management Area; and

WHEREAS, reorganizing the Brown County Planning Commission Board of Directors will allow for additional representation for towns that have become villages since the year 2000 Brown County Planning Commission Board of Directors reorganization; and

WHEREAS, Sec. 66.0309(3)(b) Wis. Stats. provides that the composition of the Board of Directors of a one county regional planning commission shall be approved by the local units of government in the County; and,

WHEREAS, on June 4, 2014, the Brown County Planning Commission Board of Directors recommended a composition of the Board of Directors as depicted on the map titled "BCPC Board of Directors Recommended Option 4" and a copy of that composition map is attached hereto and made a part hereof as though fully set forth herein.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The composition of the Brown County Planning Commission Board of Directors as depicted on the map titled "BCPC Board of Directors Recommended Option 4" is hereby adopted.

BE IT 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.

Resolution #14-76
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of July, 2014.

APPROVED:

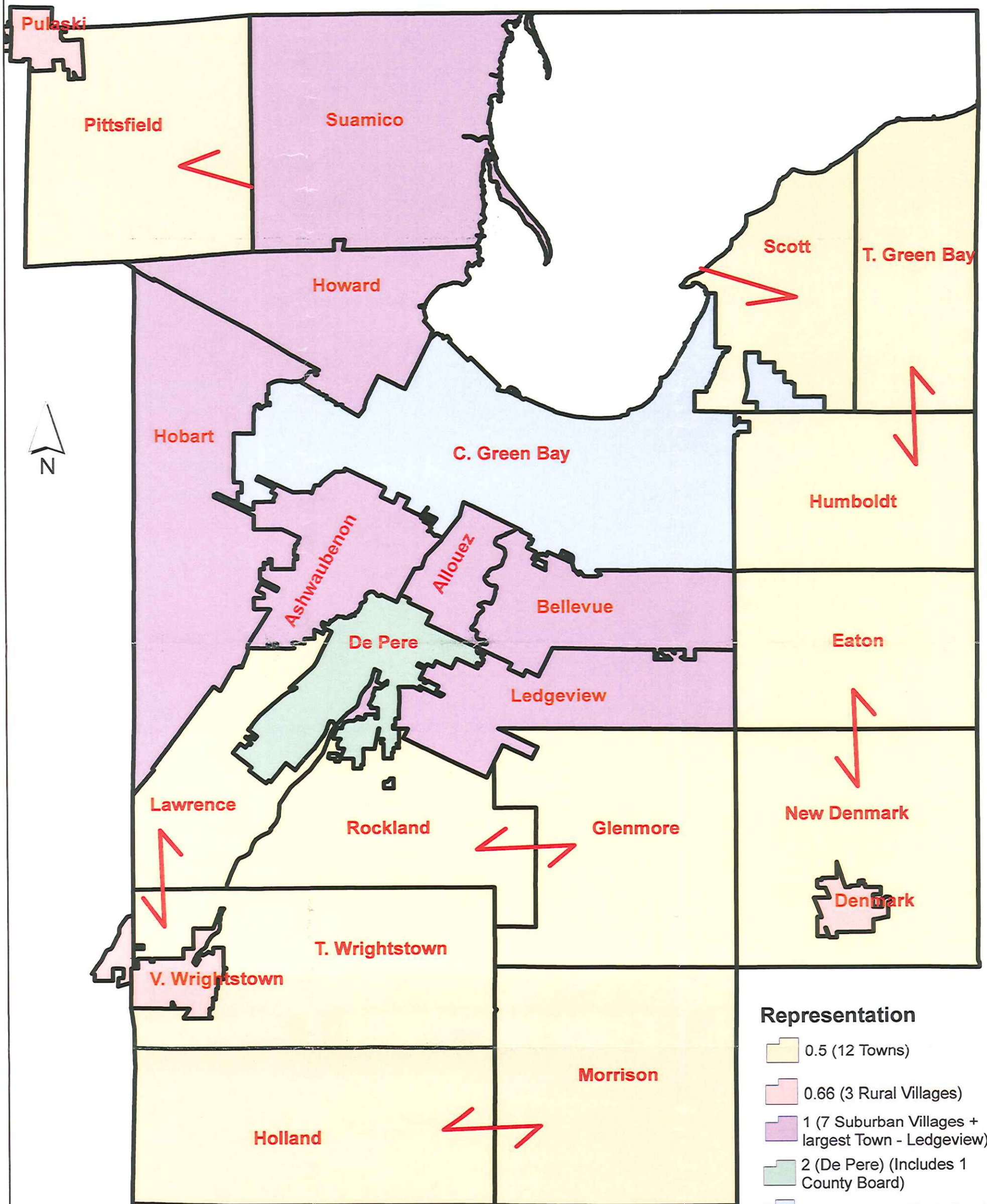
Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

BCPC Board of Directors Recommended OPTION 4



Representation

- 0.5 (12 Towns)
- 0.66 (3 Rural Villages)
- 1 (7 Suburban Villages + largest Town - Ledgeview)
- 2 (De Pere) (Includes 1 County Board)
- 8 (Green Bay) (Includes 1 County Board)

= Partner Towns

25

At-Large +1 WisDOT
+1 Rural County Board
+1 Transit

28 Total Reps

0 0.5 1 2 3 4 Miles

Rationale:

Cities: Keep basic representation the same (7 Green Bay, 1 De Pere)

Suburban Villages + T. Ledgeview: 1 rep each

3 Rural Villages: Continue to share 2 reps

12 Towns: Continue to share 6 reps

County Exec: Continue to appoint 3 Co. Board Members

1 Green Bay, 1 De Pere, 1 Rural

Add At-Large WisDOT rep and Transit rep
per TMA requirements

Brown County



305 E. WALNUT STREET, ROOM 320
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600

CHUCK LAMINE, AICP

PHONE (920) 448-6480 FAX (920) 448-4487
WEB SITE www.co.brown.wi.us/planning

PLANNING DIRECTOR

MEMORANDUM

DATE: June 6, 2014

TO: Brown County Municipal Chief Elected Officials and Administrators

FROM: Aaron Schuette, Principal Planner

RE: Brown County Planning Commission Board of Directors Reorganization

At the June 4, 2014, Brown County Planning Commission (BCPC) Board of Directors meeting, the Board of Directors recommended a new Option 4 map for reorganization to be provided to the local units of government for approval. Option 4 was prepared as a result of the feedback submitted from the local units of government prior to the June 4 meeting. In terms of representation, Option 4 provides a full representative for the Villages of Bellevue, Hobart, and Suamico, and a representative for the Town of Ledgeview to create an even number of towns to partner. In addition, the recommended Option 4 adds the Wisconsin Department of Transportation (WisDOT) and Transit representatives required for Transportation Management Areas (TMAs). Representation for the other communities does not change. This option results in an increase of four seats on the Board of Directors from 24 to 28. I have included a copy of the recommended Option 4 map for your reference.

During the discussion at the June 4 BCPC meeting, a concern was noted regarding increasing the size of the board by four seats. When considering two seats must be added to address the TMA requirements, adding two more seats to hopefully move this process along as expeditiously as possible is not anticipated to be a major issue. Over the past 15 years that I have worked with the 24-member Board of Directors, I have not once felt it to be an unwieldy or unmanageable group. I firmly believe this is largely a result of the solution-oriented, cooperative natures of the BCPC members appointed by the local municipalities. I do not anticipate the adding of two members (in addition to the required WisDOT and Transit representatives) will create issues in terms of the size of the board, but rather, I expect the added representatives will add to our discussions and become valued members of the board.

As your local municipality considers the enclosed resolution reorganizing the Brown County Planning Commission Board of Directors, please keep in mind that the BCPC was established as a one-county regional planning commission (RPC) under Section 66.0309(3)(b) of the 2011-2012 Wis. Stats. Under this statute, at least a majority of the governing bodies of the local units of government representing at least half of the county population is required to adopt resolutions to change the organizational structure of the BCPC Board of Directors.

If a reorganized board with the additional TMA-required representatives is not in place before October 1, 2014, federal funding for highway/roadway construction and mass transit could be frozen, thereby jeopardizing planned projects and/or transit service. **Due to the October 1, 2014, TMA deadline, the BCPC Board of Directors respectfully requests your municipality take action on the resolution by July 21, 2014.** Taking action on or before July 21, 2014, will leave a minimal amount of time to develop an alternative before the October 1, 2014, TMA deadline should the recommended Option 4 not meet the local municipal statutory approval thresholds.

In order to assist each community in meeting this aggressive deadline, I have included a resolution approving Option 4 for your use. Please note that the body of each resolution approved by a community must be the same, excepting municipal name and signatories, as applicable. Following action by your municipality, please forward a scanned copy of the resolution to me at the email address below so that I may track the approval process.

I look forward to working with you to complete this process in as efficiently a manner possible. If you have any questions related to the recommended option, timeline, resolution, or BCPC reorganization in general, please feel free to call me at 448-6486 or email me at schuette_am@co.brown.wi.us. Thank you again for your cooperation in this effort.

AS:lw

Enclosures

cc: Chuck Lamine, Brown County Planning and Land Services Director
Brown County Municipal Clerks
Troy Streckenbach, Brown County Executive
Norbert Dantine, Jr., Brown County Planning Commission Board of Directors President

**RESOLUTION RELATING TO THE COMPOSITION OF THE
BROWN COUNTY PLANNING COMMISSION BOARD OF DIRECTORS**

WHEREAS, the Brown County Planning Commission Board of Directors must add representation to include the Wisconsin Department of Transportation and Transit according to the federal requirements of being named a designated Transportation Management Area; and,

WHEREAS, reorganizing the Brown County Planning Commission Board of Directors will allow for additional representation for towns that have become villages since the year 2000 Brown County Planning Commission Board of Directors reorganization; and,

WHEREAS, Sec. 66.0309(3)(b) Wis. Stats. provides that the composition of the Board of Directors of a one county regional planning commission shall be approved by the local units of government in the County; and,

WHEREAS, on June 4, 2014, the Brown County Planning Commission Board of Directors recommended a composition of the Board of Directors as depicted on the map titled "BCPC Board of Directors Recommended Option 4" and a copy of that composition map is attached hereto and made a part hereof as though fully set forth herein.

NOW THEREFORE BE IT RESOLVED that the composition of the Brown County Planning Commission Board of Directors as depicted on the map titled "BCPC Board of Directors Recommended Option 4" is hereby adopted.

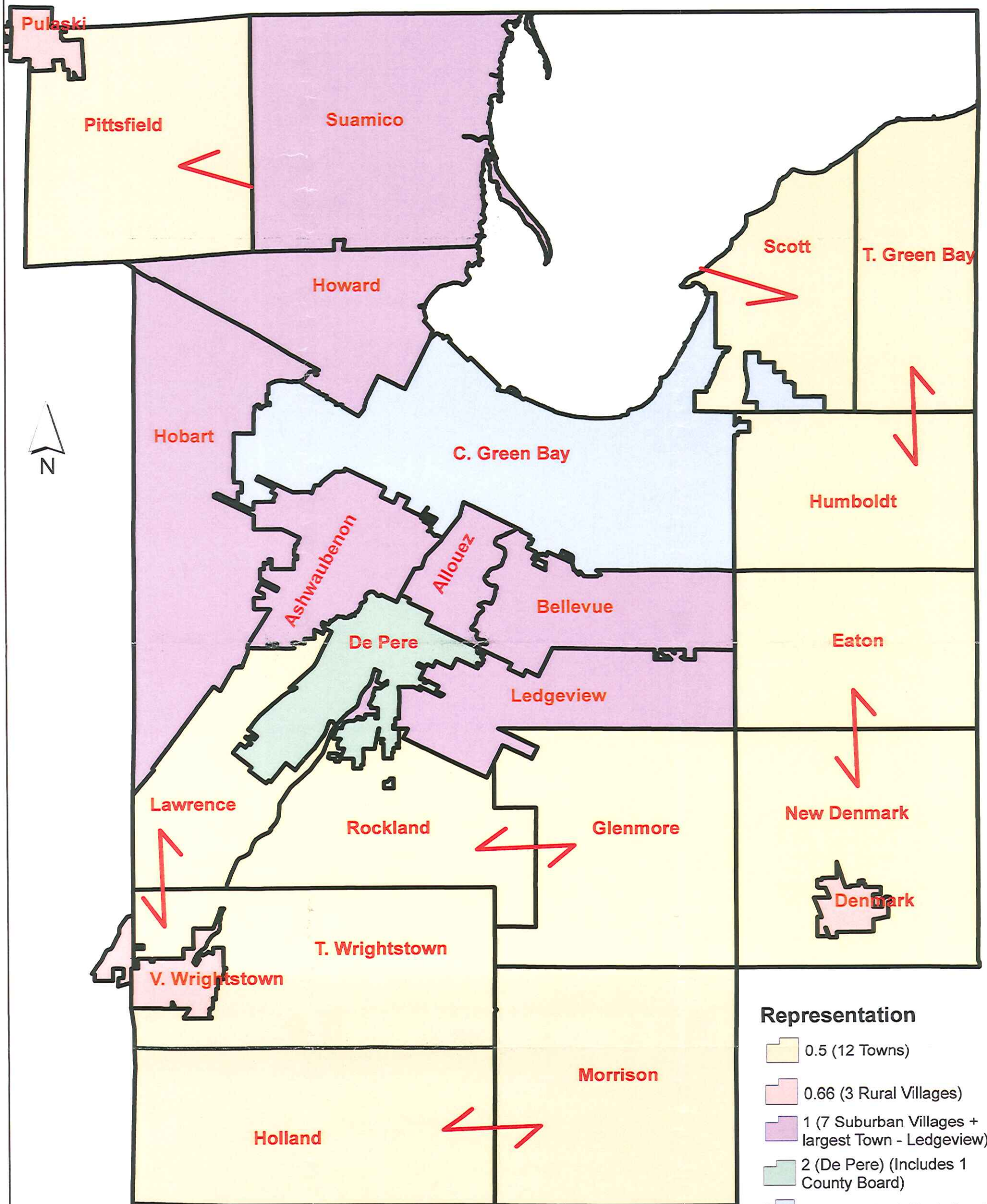
Approved by: _____ of _____
(City, Village, Town) (Municipality)

Date: _____

Chief Elected Official: _____
(Mayor, President, Chair)

Clerk: _____

BCPC Board of Directors Recommended OPTION 4



Rationale:

Cities: Keep basic representation the same (7 Green Bay, 1 De Pere)

Suburban Villages + T. Ledgeview: 1 rep each

3 Rural Villages: Continue to share 2 reps

12 Towns: Continue to share 6 reps

County Exec: Continue to appoint 3 Co. Board Members
1 Green Bay, 1 De Pere, 1 Rural

Add At-Large WisDOT rep and Transit rep
per TMA requirements

↔ = Partner Towns

At-Large
+1 WisDOT
+1 Rural County Board
+1 Transit

0 0.5 1 2 3 4 Miles

Representation

- 0.5 (12 Towns)
- 0.66 (3 Rural Villages)
- 1 (7 Suburban Villages + largest Town - Ledgeview)
- 2 (De Pere) (Includes 1 County Board)
- 8 (Green Bay) (Includes 1 County Board)

25

28 Total Reps

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 15, 2014

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Resolution #14-77, Authorizing Consulting Agreement With M3 Insurance Solutions, Inc.

Note: The Finance/Personnel Committee approved hiring M3 as the City's benefit consultant.

For the past number of years we have been contracting with McClone Insurance Group for benefit consulting services and using Jeff Prickette as our Insurance Consultant.

A Benefit Consultant provides assistance related to the design, implementation, maintenance, communication, and improvement of the City's insurance and benefit programs. They provide assistance in helping manage the self-funded medical plan, Medicare supplement plan, self-funded dental plan, life insurance, long term disability, employee assistance program (EAP), flexible spending account, COBRA, wellness program, 457 deferred compensation, health reimbursement account, and health advocacy program.

For example, the types of services they provide assistance with include:

- Assisting with compliance of federal and state laws and regulations related to employee benefits
- Representing the City in all negotiations with vendors related to premium costs, benefit levels, plan design, administrative fees, administrative services, vendor renewal terms, etc.
- Analyzing appropriate types of stop-loss insurance
- Making recommendations regarding plan design
- Preparing bid specifications and soliciting proposals from insurance markets and evaluating bids and making recommendations

We recently went out for request for proposals for benefit consulting services. We received five responses. After interviewing and conducting references on two companies, I recommend hiring M3 Insurance. M3 is consistently ranked in the top 1% of insurance brokers nationwide. They have five Wisconsin offices, including one in Green Bay. They have a wonderful track record and work with a number of self-funded public sector entities.

Cindy Van Asten would be our assigned Account Executive/Insurance Consultant servicing our account. Cindy works out of the Green Bay Office and services a number of public sector entities, including the City of Green Bay, Brown County, and the Green Bay School District. Cindy comes highly recommended.

M3 would charge \$32,000 per year to service our account with a 3% increase annually. That fee was the average rate of the RFP responses we received. The fee for a benefit consultant is paid for out of the health fund. Below is a listing of the companies that responded to the RFP and their fee for service.

- Associated Financial Group \$24,000
- Horton Group \$30,000
- Hays \$37,500
- Benefit Services Group \$54,000

A copy of the contract will be submitted to the City Council if approved.

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

Thank you.

ATTACHMENTS:

- Reso14-77 (DOCX)
- Exhibit 1 - M3 Agreement (PDF)

RESOLUTION #14-77

AUTHORIZING CONSULTING AGREEMENT
WITH M3 INSURANCE SOLUTIONS, INC.

WHEREAS, the Human Resources Department is in need of employee benefit insurance and related risk management consulting services; and

WHEREAS, M3 Insurance Solutions, Inc. has available and offers to provide the personnel and equipment necessary to accomplish those services, subject to the terms and conditions of the Consulting Agreement attached and incorporated as Exhibit 1.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute such Consulting Agreement (Exhibit 1), subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of July, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-77 (2384 : Resolution #14-77, Authorizing Consulting Agreement With M3 Insurance Solutions, Inc.)

M3 INSURANCE SOLUTIONS, INC.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this “Agreement”), entered into effective as of the 15th day of July, 2014, by and between **M3 Insurance Solutions, Inc.** (hereinafter “M3”), and **City of De Pere**, (hereinafter “Client”).

SECTION 1. Scope of Services

1.1. Services. M3 agrees to provide, and Client agrees to accept, the consulting services described in Exhibit A hereto (the “Services”). M3 shall determine the means of performing the Services.

SECTION 2. Term and Termination

2.1. Term. The term of this Agreement begins on the date listed above and shall continue for one (1) year thereafter and shall automatically renew for additional, successive one (1) year terms until terminated by either party. Either party may terminate this Agreement upon thirty (30) days written notice, for any reason or no reason.

SECTION 3. Fees, Expenses, and Payment

3.1. Fees. Client will pay M3 based on Exhibit A. M3 can change such schedule upon at least thirty (30) days’ notice. M3 shall submit invoices as per Exhibit A, and Client shall pay M3 within thirty (30) days after receiving M3’s invoice. Late payments shall bear interest at the rate of one percent (1%) per month until paid. If this Agreement is terminated for any reason or no reason, Client shall pay to M3, no later than the effective date of termination, the total fees due and owing for the remainder of the then current term.

3.2. Reimbursement of Expenses. Client shall pay M3 any actual out-of-pocket expenses incurred by M3, which are pre-approved by Client, within thirty (30) days after receiving M3’s invoice. Late payments shall bear interest at the rate of one percent (1%) per month until paid.

SECTION 4. Confidentiality

4.1. Restrictions. During the term of this Agreement, M3 will keep in confidence all sensitive information it receives from Client. Client shall identify any sensitive information, including, but not limited to, by using confidentiality notices. These restrictions shall not apply to (1) information publicly available, (2) information released by Client without restriction, or (3) information independently developed or acquired by M3. M3 may use and disclose any information (a) as required by an order of any governmental authority, or (b) as necessary for it to protect its interest in this Agreement. If M3 receives, has access to or creates Protected Health Information, as defined in the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. § 160.103, then a separate Business Associates Agreement between the parties will be attached as Exhibit B and will apply.

SECTION 5. Warranty; Limitations

5.1. Services Warranty; Exclusive Remedy for any Claim. Subject to Sections 5.2 and 6.1, M3 will perform the Services in a manner consistent with customary practice in the industry. If Client reasonably believes an issue exists with the Services, Client shall provide to M3 no later than thirty (30)

days from the date of completion of such Services reasonable detail of what it believes are the deficiencies of such Services provided by M3. Failure to timely provide that notice shall cause Client to waive any claims against M3. Upon receipt of that notice, M3 shall, at its option, either provide the Services anew or refund Client the price charged for such non-conforming Services. Such re-performance or refund shall be Client's exclusive remedy.

5.2. Disclaimer of Warranties. **EXCEPT AS OTHERWISE PROVIDED IN SECTION 5.1, THE SERVICES BY M3 UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, IN PARTICULAR, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.**

THE PARTIES INTEND THAT THE LIMITED REMEDIES, DISCLAIMERS AND LIMITATIONS CONTAINED IN THIS SECTION 5 AND SECTION 6 SHALL BE VALID AND ENFORCED EVEN IF THEY FAIL OF THEIR ESSENTIAL PURPOSE.

SECTION 6. Limitation of Liability; Exclusion of Remedies

6.1. Limitation of Liability. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL M3 BE LIABLE FOR ANY OF THE FOLLOWING:**

- (A) **DIRECT DAMAGES IN EXCESS OF AN AMOUNT MEASURED BY THE RE-PERFORMANCE OF NON-CONFORMING SERVICES OR THE REFUND TO THE CLIENT OF THE FEES PAID FOR SUCH NON-CONFORMING SERVICES IN THE MANNER DESCRIBED IN SECTION 5.1 OR A SUM EQUAL TO ONE (1) TIMES THE FEES PAID TO M3 BY THE CLIENT FOR SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIM AT ISSUE, WHICH EVER IS THE LESSER AMOUNT, OR**
- (B) **ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES WHATSOEVER INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLES**

ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TERMS OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER BY M3 WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF M3 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE PARTIES INTEND THAT THE LIMITATIONS AND DISCLAIMERS CONTAINED IN THIS SECTION 6 SHALL BE VALID AND ENFORCED EVEN IF THEY FAIL OF THEIR ESSENTIAL PURPOSE.

6.2. Timeliness of Claims. All causes of action against M3 arising out of or relating to this Agreement shall expire unless brought within one (1) year of the date of the first date of performance or breach which in whole or in part gives rise to the claim.

SECTION 7. Miscellaneous

7.1. Contingent Commission Notice. With many of its insurance company appointments, M3 has a contingent commission sharing agreement. M3 agrees to request that any insurance company with whom M3 places employee benefits insurance on behalf of Client not pay to M3 contingent commissions that are directly attributable to the placement of Client's insurance.

7.2. Governing Law; Force Majeure. This Agreement shall be governed and construed with the internal laws of the State of Wisconsin as they apply to a contract entered into and performed in that State. M3 shall not be liable to Client for any failure or delay caused by events beyond M3's control. Venue and jurisdiction for all litigation shall be Dane County, Wisconsin.

7.3. Independent Contractors. The parties are and shall be independent contractors to one another, and nothing in this Agreement shall create an agency, partnership, or joint venture between the parties.

7.4. Notices. All notices and other communications shall be given in writing and shall be: (a) personally delivered; (b) sent by facsimile or other electronic means of transmitting written documents; or (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested, or by overnight courier. The respective addresses to be used for all such notices are:

(a) If to M3, to:

M3 Insurance Solutions, Inc.
3113 West Beltline Highway
P.O. Box 8950
Madison, WI 53708
Attn: Executive Vice President – Corporate Services
Fax: 608.283.1725

(b) If to Client, to:

City of De Pere
335 S Broadway
De Pere, WI 54115
Attn: Shannon Metzler, Director, Human Resources
Fax: 920.339.4049

If personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this paragraph, by the next business day after transmission; if sent by overnight courier pursuant to this paragraph, upon receipt; and if sent by U.S. mail pursuant to this paragraph, as of the date of delivery indicated on the receipt issued by the relevant postal service. Any party may change their address by giving notice.

7.5. Authority. The execution and delivery of this Agreement by Client have been duly authorized and is a valid and binding agreement on Client.

7.6. Entire Agreement. This Agreement is the entire agreement of the parties and replaces all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing.

7.7. Indemnification. Client shall defend, indemnify and hold harmless M3 from and against all claims, liability, losses, damages and expenses (including reasonable attorneys' fees) arising from or in connection with Client's negligence or willful misconduct. Subject to the limitation of liability given in Sections 5 and 6, M3 shall defend, indemnify and hold harmless Client from and against all claims, liability, losses, damages and expenses (including reasonable attorneys' fees) arising from or in connection with M3's negligence or willful misconduct in providing Services to Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

CLIENT:

M3:

CITY OF DE PERE

M3 INSURANCE SOLUTIONS, INC.

Name: Shannon Metzler
Title: Director, Human Resources

Name: Richard E. Twietmeyer
Title: Executive Vice President, Employee Benefits

Exhibit A**Services and Schedule of Fees****Fees.**

For M3's services hereunder, Client shall pay M3 \$32,000 per year, billed in monthly installments of \$2,667.00 on the 15th of each month. The fee of \$32,000 will increase by 3% annually (RFP Cost Sheet is attached). In addition to the Client Fees, Client acknowledges and agrees that M3 may receive compensation in the form of certain commissions or other payments that will, from time to time, be paid to M3 by insurers or other third parties with whom M3 places insurance on behalf of Client.

Services.

The Services will be defined and mutually agreed upon from time to time by Client and M3 and said Services will be incorporated into a working business plan. These Services shall be comprised of employee benefits insurance and related risk management services.

4831-5838-2601, v. 1

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 15, 2014

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Resolution #14-78, Ratifying Fire Department Bucket Brigade Grant Application.

The Georgia Pacific Bucket Brigade Grant program is accepting applications until June 27, 2014. This grant is available to fire departments covering their facilities for critical fire department equipment needs. The grant is for 100% of requested items and does not include any match and up to \$10,000. I am asking the Councils approval to pursue this grant. We have already submitted the paperwork due to the deadline, but will need Council approval to accept the award if approved. We have submitted for replacement chain and heavy cutting saws.

ATTACHMENTS:

- Reso14-78 (DOCX)
- bucket_brigade_app_2014_gbo (PDF)

RESOLUTION #14-78

RATIFYING FIRE DEPARTMENT BUCKET BRIGADE GRANT APPLICATION

WHEREAS, Georgia Pacific provides grants to area fire departments for critical equipment needs through its “Bucket Brigade” grant program; and

WHEREAS, the fire department is in need of replacing chain and heavy cutting saws; however the grant application deadline of June 27, 2014 did not allow the department the time needed to obtain prior approval of its grant application, requiring the department to submit its application and request ratification of its actions after the fact; and

WHEREAS, if awarded, no City match is required; and

WHEREAS, this matter has been reviewed by the Finance Personnel Committee which recommends ratification of the actions taken by the department in submitting the application.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council ratifies the submission of the grant application to the Georgia Pacific Bucket Brigade Grant Program for the purposes specified above, and authorizes acceptance of the grant, if awarded.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of July, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso14-78 (2385 : Resolution #14-78, Ratifying Fire Department Bucket Brigade Grant Application.)



THE GEORGIA-PACIFIC BUCKET BRIGAD 2014 GRANT PROGRAM APPLICATION

Instructions: From the menu select File Save As. Name the file. Type information in the light blue areas or print and fill out with pen.

FIRE DEPARTMENT NOMINATED _____ of _____

Note: All entries must be received no later than June 27, 2014.

ALL FIELDS MUST BE COMPLETED

TO BE FILLED OUT BY GP FACILITY

GP FACILITY NAME	GP BUSINESS NAME BP PKG NACP
FACILITY SIZE CATEGORY (Select One Only) Small: less than 400 employees Small facilities only - grants up to \$5,000 will be funded totally by GP Foundation Large: more than 400 employees Large facilities only - grants up to \$10,000 Mill manager must agree to match GP Foundation Grant (half paid by Foundation / half paid by Facility). Provide Charge Code. GP Charge Code: _____ - _____ - _____ - _____	
GP CONTACT NAME	PHONE NUMBER ())
TITLE	

APPROVAL

Facility Manager approval required for all applications.

FACILITY MANAGER SIGNATURE	PRINT NAME	DATE
----------------------------	------------	------

DO NOT SUBMIT WITHOUT FACILITY APPROVAL

TO BE FILLED OUT BY FIRE DEPARTMENT

UNIT INFORMATION

VOLUNTEER UNIT? (Select One Only) (Will not impact judging - for our records only) Yes No	FIREFIGHTING UNIT CONTACT NAME	TELEPHONE NUMBER ())
ADDRESS	EMAIL	
CITY	STATE OR PROVINCE	COUNTRY ZIP OR POSTAL CODE
Please attach a copy of your fire department W9 for accounting purposes. In the event your fire department is not selected for a grant, the W9 will be destroyed.		
501(c)(3) Status <i>These questions are for GP internal use only, and will not affect your eligibility for a grant..</i>		
IS YOUR UNIT A GOVERNMENT OR NON-GOVERNMENT ENTITY? (Select One Only) Government Non-Government	IF NON-GOVERNMENT, HAS YOUR DEPARTMENT APPLIED FOR 501(c)(3) STATUS? IF YES, PLEASE ATTACH A COPY OF YOUR CURRENT 501 (c)(3) LETTER. Yes No	

DESCRIPTION OF NEED (Not more than 300 words - attach sheets as needed)

WHAT MATERIALS / SERVICES ARE NEEDED AND WHY? (Try to be specific as possible)

HOW WILL THE GRANT PROVIDE FOR BASIC NECESSITIES OF FIREFIGHTING THAT WILL MATERIALLY IMPROVE THE EFFECTIVENESS OF THE UNIT AND/OR THE SAFETY OF THE FIREFIGHTERS?

ESTIMATED COST TO MEET NEED (Itemize if appropriate)

HOW WILL THE GRANT INCREASE THE UNIT'S ABILITY TO SERVE THE COMMUNITY?

COMMUNITY INVOLVEMENT (Not more than 100 words - attach sheets as needed)

IN WHAT WAYS HAS THE UNIT SERVED THE COMMUNITY? (Use specific actions for general programs including working with schools and/or local organizations.)

HOW LONG HAS THE UNIT BEEN IN OPERATION?

ABOUT HOW MANY PEOPLE/HOUSEHOLDS DOES IT SERVE?

SERVICES PERFORMED

WHAT PERCENTAGE OF YOUR CALL VOLUME IS FIRE RELATED, AND WHAT PERCENTAGE IS EMS RELATED?

Attachment: bucket_brigade_app_2014_gbo (2385 : Resolution #14-78, Ratifying Fire Department Bucket Brigade Grant Application.)

SPECIAL CONSIDERATIONS

ARE GP EMPLOYEES MEMBERS OF YOUR VOLUNTEER FIREFIGHTING TEAM UNIT? (Select One Only)

Yes

No

IF YES, PROVIDE NAMES

OTHER INFORMATION THAT WILL ADD TO THE JUDGES' UNDERSTANDING OF THE FIREFIGHTERS' NEEDS (Not more than 100 words-attach additional information, if necessary or desired.)

Entry forms and attachments may be in written, typed or printed hard copy. No videos, recordings, computer discs or CDs, please. Photographs, renderings or drawings and images may be attached but will not be returned. Maximum dimensions of submission sheet should be 8.5" x 11" (flat or folded). All materials to be considered must be capable of being photocopied. Please do not include covers or binding.

All materials submitted become the property of Georgia-Pacific LLC.

**Firefighting units must process applications through their local GP facility contact -
GP Facility Manager approval signature required.**

Applications due by June 27, 2014

Questions? Email: michael.kawleski@gapac.com

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 15, 2014

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #14-79, Authorizing Utility Easement (WD-142; 925 S. Sixth Street).

Wisconsin Public Service Corporation (WPS) has been renewing gas main along Sixth Street. The original plan was to install the gas main under the sidewalk in the right-of-way. There is a conflict with another utility which is installed under the sidewalk. Because of the conflict, WPS is proposing to install the gas main behind the sidewalk. WPS has been obtaining easement from other property owners along the corridor.

Staff recommends approving a five foot utility easement along the westerly property line (adjacent to Sixth Street right-of-way) of the Municipal Service Center, 925 S. Sixth Street (Parcel #WD-142) contingent on approval of the easement language by the City Attorney.

ATTACHMENTS:

- Reso14-79 (DOCX)
- Exhibit 1 - Utility Easement (PDF)

RESOLUTION #14-79

AUTHORIZING UTILITY EASEMENT
(WD-142; 925 S. Sixth Street)

WHEREAS, Wisconsin Public Service Corp. has requested a 5' Utility Easement in front of the City's Municipal Service Center for the installation of a gas main; and

WHEREAS, the Utility Easement attached and incorporated as Exhibit 1 accomplishes such easement conveyance.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Utility Easement (Exhibit 1).

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of July, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso14-79 (2372 : Resolution #14-79, Authorizing Utility Easement)

57002

DOCUMENT NUMBER

UTILITY EASEMENT / INDIVIDUAL

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of De Pere, a Wisconsin municipal corporation** ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin corporation, along with its successors and assigns (collectively, "Grantee"). For One Dollar and No/100 (\$1.00) and/or for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant unto said Grantee the perpetual right, permission, authority, privilege and easement, to construct, install, operate, maintain, inspect, remove or replace all equipment ("Facilities") necessary or useful for the purpose of transmitting electrical energy and/or gas for light, heat and power or for such other purpose as electric energy and/or gas is now or may hereafter be used, and for communication upon, over, across, within certain "Easement Area(s)" as shown below, or on attached Exhibit "A", on land owned by said Grantor in the **City of De Pere, County of Brown, State of Wisconsin**, described as follows, to-wit:

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
WD-142

Part of Parcel "D" of Lot 166 of Assessors Plat of West De Pere, more particularly described as follows:

The West 5 feet of the above described Parcel, abutting and lying east of the east right-of-way line of South Sixth Street.

See the **attached Exhibit "A"**.

Grantor grants to the Grantee the perpetual right, privilege and easement to enter upon the Easement Area for the purpose of constructing, installing, operating, maintaining, inspecting, removing or replacing the Facilities. The Grantee shall have the right to enter on and across Grantor's property outside of the Easement Area as may be necessary to gain access to the Easement Area and as may be necessary for the installation, operation, maintenance, inspection, removal or replacement of the Grantee's Facilities. Except in the event of an emergency, Grantee shall notify the Grantor before going upon Grantor's property outside of the Easement Area.

Should Grantee's work on its Facilities require excavation, the Grantee shall restore the surface of the Easement Area to its condition prior to Grantee's work. All work performed by the Grantee pursuant to this Easement will be performed in a safe and proper workmanlike manner

The Grantee shall have the right to control all brush and trees within the Easement Area by cutting or trimming within Grantee's reasonable judgment, to prevent interference with or damage to Grantee's Facilities.

In order to insure the use of the Easement Area conforms with the (Wisconsin Gas Safety Code) (Wisconsin Electrical Code) and the Grantee's construction standards, the Grantor shall not permit any of the following to occur within the Easement Area without first securing the written consent of the Grantee: (i) construction of any improvements, including buildings or other structures; or (ii) change the grade more than four (4) inches.

Attachment: Exhibit 1 - Utility Easement (2372 : Resolution #14-79, Authorizing Utility Easement)

The covenants herein contained shall bind the parties hereto and their respective heirs, executors, administrators, successors, and assigns. No failure or delay of either Party in enforcing its rights hereunder shall act as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right set forth herein. This Easement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WITNESS the hand and seal of the Grantor the day and year first above written.

**City of De Pere,
a Wisconsin municipal corporation**

Sign Name _____

Print name and title _____

Sign Name _____

Print name and title _____

STATE OF _____)
COUNTY OF _____)SS

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print Name _____

Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Jill Bostedt
INTEGRYS BUSINESS SUPPORT, LLC

RE # 57002	WR# 839625	R/C #010	LOCATION: Green Bay
Proc1: 2114	Proc2:	Project: 0013000000	Product: 200

Attachment: Exhibit 1 - Utility Easement (2372 : Resolution #14-79, Authorizing Utility Easement)

EXHIBIT "A"**NOT TO SCALE
FOR REFERENCE ONLY****WD-141-1****J7870-10****5.279 AC****NORTH**

DEPERE FOUNDRY INC DEPERE FOUNDRY

HELENA ST

**5 FOOT WIDE
EASEMENT****WD-142****963R598****7.477 AC**

DEPERE CITY OF

DEPERE CITY

SW-NE
Section 28
T23N R20E

128.58'

175.3' M
ROWELL

150.94'

75.00'

75.00'

WD-143-2
JH6844-5
E3384 ACWD-143
PATRICK
REKELLER
0.246 ACWD-143-1
J2569-2
0.246 ACWD-144-2
J3962-4
0.538 ACWD-144
J10521-42
0.70 ACWD-144
J10521-42
0.70 ACLOT 2
490CSM36LOT 1
490CSM36WD-144-1
J25140-9
1.928 SFWD-144-1
J25140-9
1.928 SFWD-144-1
J25140-9
1.928 SFWD-144-1
J25140-9
1.928 SFWD-144-1
J25140-9
1.928 SFWD-144-1
J25140-9
1.928 SFWD-144-1
J25140-9
1.928 SFWD-144-1
J25140-9
1.928 SFWD-144-1
J25140-9
1.928 SF

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: July 15, 2014

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #14-80, Approving Agreement For Purchase And Sale Of Real Estate Between The City Of De Pere And Wisconsin Department Of Transportation (HWY 32/57 and Heritage Road).

ATTACHMENTS:

- Reso14-80 (DOCX)
- Exhibit 1 - Purchase and Sale Agreement (PDF)
- 32-57 WisDOT purchase memo (PDF)
- 32-57 WisDOT purchase map (PDF)

RESOLUTION #14-80

APPROVING AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE BETWEEN
THE CITY OF DE PERE AND WISCONSIN DEPARTMENT OF TRANSPORTATION
(HWY 32/57 and Heritage Road)

WHEREAS, the Wisconsin Department of Transportation (WisDOT) is in the planning stage for construction of a round-a-bout at the intersection of State Highway 32/57 and Heritage Road, which requires the acquisition of City owned .121 acre parcel ED-F0094-4 and East Industrial Park sign; and

WHEREAS, the parties have negotiated the sale of the same for the sum of \$27,850.00, comprised of \$3850 for the .121 acre parcel and \$24, 000 for the sign, along with the other terms and conditions of the Agreement for Purchase and Sale of Real Estate, attached hereto and incorporated by reference as Exhibit 1.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Purchase and Sale of Real Estate (Exhibit 1.)

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of July, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE - SHORT FORM

Wisconsin Department of Transportation
DT1895 11/2012

THIS AGREEMENT, made and entered into by and between City of De Pere, hereinafter called Seller, and the State of Wisconsin, Department of Transportation, hereinafter called WisDOT. If accepted, this offer can create a legally enforceable contract. Both parties should read this document carefully and understand it before signing.

Seller and WisDOT agree that WisDOT is purchasing this property for highway or other transportation related purposes, within the meaning of Chapter 84 of the Wisconsin Statutes.

Seller warrants and represents to WisDOT that Seller has no notice or knowledge of any of the following:

- 1) Planned or commenced public improvements which may result in special assessments which would otherwise materially affect the property, other than the planned transportation facility for which WisDOT is purchasing this property;
- 2) Government agency or court order requiring repair, alteration, or correction of any existing condition;
- 3) Shoreland or special land use regulations affecting the property; and,
- 4) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property.

DESCRIPTION: The Seller agrees to sell and WisDOT agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in Brown County, Wisconsin:

Legal description is attached and made a part of this document by reference.

The purchase price of said real estate shall be the sum of Twenty Seven Thousand Eight Hundred and Fifty Dollars, (\$27,850.00) payable as follows: in full by cash at closing.

General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year.

Seller shall, upon payment of purchase price, convey the property by warranty deed or other conveyance provided herein, free and clear of all liens and encumbrances, including special assessments, except recorded public utility easements and recorded restrictions on use running with the land or created by lawfully enacted zoning ordinances and , provided none of the foregoing prohibit present use.

Legal possession of premises shall be delivered to WisDOT on the date of closing.

Physical occupancy of property shall be given to WisDOT on the date of closing. Seller may not occupy property after closing unless a separate lease agreement is entered into between WisDOT and Seller.

SPECIAL CONDITIONS:

If the City of De Pere would like to buy the sign back from the Department of Transportation the sum of Five Hundred and 0/100 Dollars (\$500.00) will be deducted from the closing statement. If buyer fails to remove the structure from the premises by October 31, 2014, buyer shall forfeit any and all rights, title and interest in the structure. The structure and any salvageable materials remaining on the premises shall revert to the ownership and control of WisDOT to dispose of as it sees fit.

This agreement is binding upon acceptance by WisDOT as evidenced by the signature of an authorized representative of WisDOT. If this agreement is not accepted by WisDOT within 15 days after Seller's signature, this agreement shall be null and void.



Q J 2 7 4 9 8 9

Project ID
4085-43-21

Parcel No.
1

This transaction is to be closed at the office of WisDOT on or before August 31, 2014 or at such other time and place as may be agreed to in writing by the Seller and WisDOT.

No representations other than those expressed here, either oral or written, are part of this sale.

Seller and WisDOT agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest, assigns, personal representatives, heirs, executors, trustees, and administrators.

The warranties, covenants and representations made herein survive the closing and the conveyance of this property. Seller agrees to sell and convey the above-mentioned property on the terms and conditions as set forth and acknowledges receipt of a copy of this agreement.

_____ Witness Signature	_____ Date	_____ Seller Signature	_____ Date
_____ Print Name		_____ City of De Pere Print Name	
		_____ Seller Signature	_____ Date
		_____ Print Name	
		_____ Seller Signature	_____ Date
		_____ Print Name	
		_____ Seller Signature	_____ Date
		_____ Print Name	
		The above agreement is accepted.	
		_____ Signature	_____ Date
		_____ Print Name	
		_____ Title	

Must be signed by administrator or an authorized representative of WisDOT.

Project ID
4085-43-21

Parcel No.
1

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee
From: Judith Schmidt-Lehman, City Attorney *Judy*
RE: WisDOT offer to Purchase City Parcel ED-F0094-4
Date: July 3, 2014

The Wisconsin Department of Transportation (WisDOT) is in the planning stages for construction of a round-a-bout at the intersection of state HWY 32/57 and Heritage Rd. WisDOT needs to acquire city property and the East Industrial Park sign in conjunction with the construction. Enclosed is a map of the parcel.

Also attached is the initial offer letter. WisDOT has since revised the sign replacement cost to \$24,000 rather than the \$16,285 noted on the offer.

The purpose of this closed session item is to discuss the offer and to authorize staff to negotiate with WisDOT on its purchase of this property. The final sale agreement will go to the Council for final approval.

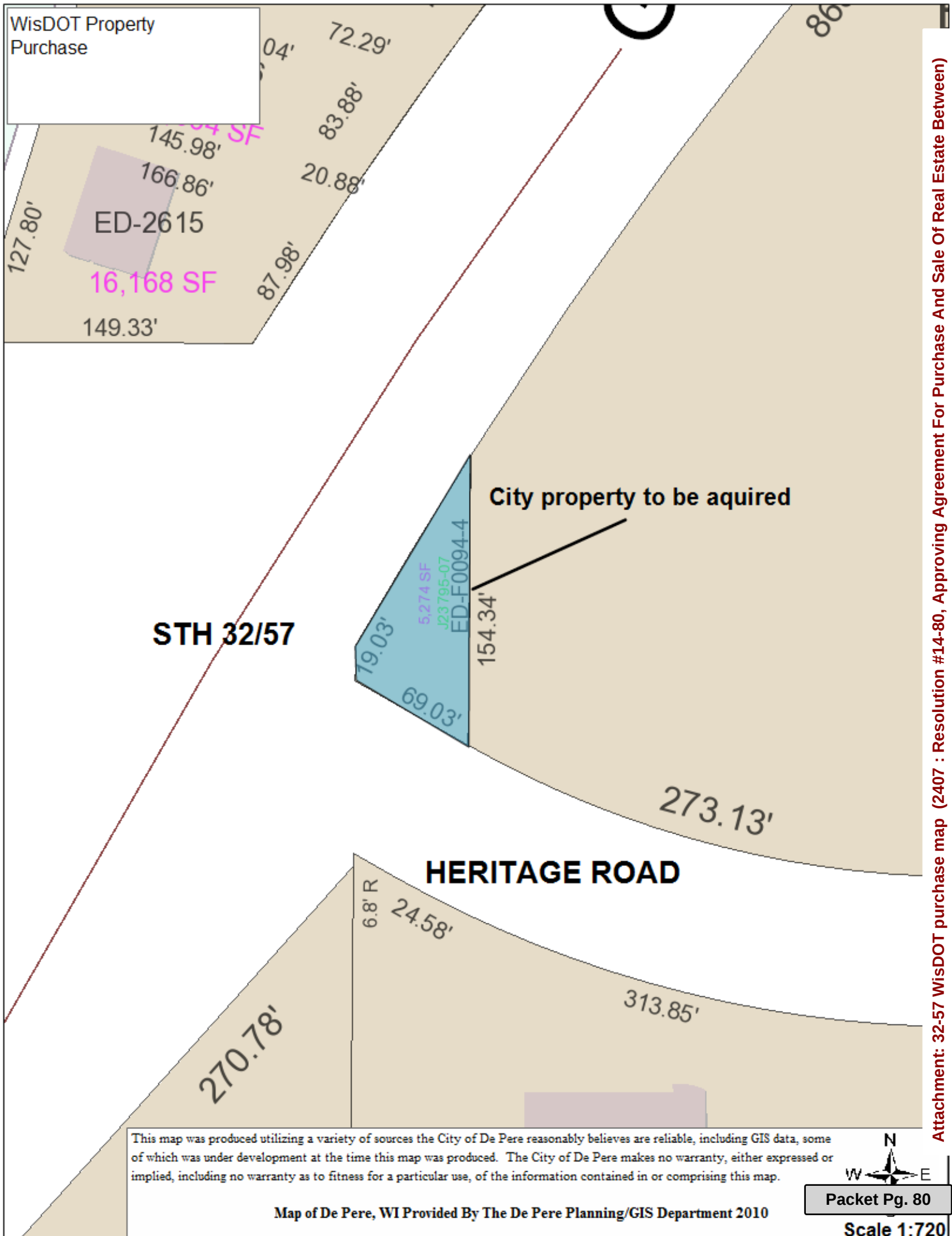
If you have any question regarding this matter prior to the July 8, 2014 meeting, please call me at 339-4042.

JSL:jld

Attachment

H:\jdupont\Memos\2014\Mayor & F-P-WisDOT property purchase 7-2-14-136-001-14.docx

WisDOT Property
Purchase



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.



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 15, 2014

DEPARTMENT: Fire Department

FROM: Jeffrey Roemer

SUBJECT: Status of proposal on functional consolidation with Green Bay Metro Fire Department

As directed by the Council, I met with the Green Bay Metro Fire Department Chief and reviewed our functional consolidation proposal. He was very interested and wanted to meet with his staff and the Mayor before scheduling it to go to the Finance and Personnel Committee Meeting. I then talked with him a week later and found out that he had met with the Mayor and Finance Director and they felt that it was not enough time on site weekly and that they were no longer interested unless we were interested in full consolidation. The Chief stated that the Allouez contract has the following clause:

In the event the City enters into another Fire Department Consolidation or Services Agreement with another municipality, the terms and conditions of which are more financially favorable than this Agreement, this Agreement will be amended to incorporate those terms and conditions as of the effective date of the other Agreement.

The City of Green Bay was concerned that deviating from the Allouez full consolidation contract would create an issue for them in Allouez. Their only interest at this time would be to enter into a full consolidation agreement.

Based on this information, I recommend that the De Pere Council approve moving forward with the hiring of a full term Fire Chief.

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: July 15, 2014
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 7-15-14 VOUCHERS (PDF)

PACKET: 04437 JULY 2014 COUNCIL - 2 7-15-14

23.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0001	A1 ELEVATOR CORP							
	I-6598	A1 ELEVATOR CORP	R	7/15/2014		120.00CR	072035	
	I-6599	A1 ELEVATOR CORP	R	7/15/2014		148.50CR	072035	268.50
2412	ACCURATE SUSPENSION WAREHOUSE							
	I-1409426	ACCURATE SUSPENSION WAREHOUSE	R	7/15/2014		11.22CR	072036	11.22
1566	ACE TOWING INC							
	I-33460	ACE TOWING INC	R	7/15/2014		150.00CR	072037	150.00
6426	ACL							
	I-201406-0	ACL	R	7/15/2014		160.80CR	072038	160.80
5323	ALLIED 100 LLC							
	I-411330	ALLIED 100 LLC	R	7/15/2014		369.00CR	072039	369.00
0438	ALLIED EQUIPMENT INC							
	I-122750	ALLIED EQUIPMENT INC	R	7/15/2014		28.89CR	072040	28.89
0849	AMBROSIUS CONCRETE SUPPLIES INC							
	I-307140	AMBROSIUS CONCRETE SUPPLIES IN	R	7/15/2014		24.55CR	072041	24.55
6022	APPLETON POST CRESCENT							
	I-8158374	APPLETON POST CRESCENT	R	7/15/2014		1,778.97CR	072042	1,778.97
1781	ASPHALT SEAL & REPAIR INC							
	I-14-13 (2)	ASPHALT SEAL & REPAIR INC	R	7/15/2014		22,336.31CR	072043	22,336.31
0442	BADGER LABORATORIES & ENGINEERING							
	I-INV000057868	BADGER LABORATORIES & ENGINEER	R	7/15/2014		40.00CR	072044	40.00
0019	BADGER POPCORN & CONC SUPPLY INC							
	I-354201	BADGER POPCORN & CONC SUPPLY I	R	7/15/2014		218.98CR	072045	
	I-354777	BADGER POPCORN & CONC SUPPLY I	R	7/15/2014		164.50CR	072045	383.48
0020	BADGERLAND PRINTING INC							
	I-23850	BADGERLAND PRINTING INC	R	7/15/2014		1,040.82CR	072046	
	I-23883	BADGERLAND PRINTING INC	R	7/15/2014		52.00CR	072046	1,092.82
0023	BATTERIES PLUS LLC							
	I-501-428247	BATTERIES PLUS LLC	R	7/15/2014		290.48CR	072047	290.48

Attachment: 7-15-14 VOUCHERS (2380 : Voucher Approval.)

PACKET: 04437 JULY 2014 COUNCIL - 2 7-15-14

23.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0027	BAY TOWEL INC							
	I-1821935	BAY TOWEL INC	R	7/15/2014		38.11CR	072048	
	I-1824046	BAY TOWEL INC	R	7/15/2014		128.19CR	072048	
	I-1825467	BAY TOWEL INC	R	7/15/2014		38.11CR	072048	
	I-1825468	BAY TOWEL INC	R	7/15/2014		57.58CR	072048	
	I-1828946	BAY TOWEL INC	R	7/15/2014		38.11CR	072048	
	I-1828947	BAY TOWEL INC	R	7/15/2014		54.41CR	072048	
	I-1828948	BAY TOWEL INC	R	7/15/2014		21.22CR	072048	
	I-1831040	BAY TOWEL INC	R	7/15/2014		84.05CR	072048	459.78
0025	BAYCOM INC							
	I-157198	BAYCOM INC	R	7/15/2014		220.00CR	072049	220.00
0033	BIRDSEYE DAIRY INC							
	I-10554	BIRDSEYE DAIRY INC	R	7/15/2014		359.84CR	072050	
	I-10555	BIRDSEYE DAIRY INC	R	7/15/2014		285.32CR	072050	
	I-10853	BIRDSEYE DAIRY INC	R	7/15/2014		574.26CR	072050	
	I-10854	BIRDSEYE DAIRY INC	R	7/15/2014		281.75CR	072050	1,501.17
4198	BLUE PRINT SERVICE CO INC							
	I-70368	BLUE PRINT SERVICE CO INC	R	7/15/2014		88.87CR	072051	88.87
1532	BOBCAT PLUS INC							
	I-IG21332	BOBCAT PLUS INC	R	7/15/2014		50.60CR	072052	50.60
0649	BRAUER SUPPLY & EQUIPMENT							
	I-201406302	BRAUER SUPPLY & EQUIPMENT	R	7/15/2014		29.65CR	072053	29.65
0038	BROADWAY AUTOMOTIVE INC							
	I-407465	BROADWAY AUTOMOTIVE INC	R	7/15/2014		919.38CR	072054	
	I-712224P	BROADWAY AUTOMOTIVE INC	R	7/15/2014		624.54CR	072054	
	I-716646	BROADWAY AUTOMOTIVE INC	R	7/15/2014		564.26CR	072054	2,108.18
6967	BROCK WHITE COMPANY LLC							
	I-12428452-00	BROCK WHITE COMPANY LLC	R	7/15/2014		846.06CR	072055	846.06
0042	BROWN COUNTY HIGHWAY DEPARTMENT							
	I-873	BROWN COUNTY HIGHWAY DEPARTMEN	R	7/15/2014		15,793.17CR	072056	15,793.17
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-25278	BROWN COUNTY PORT SOLID WASTE	R	7/15/2014		24,191.42CR	072057	24,191.42

Attachment: 7-15-14 VOUCHERS (2380 : Voucher Approval.)

PACKET: 04437 JULY 2014 COUNCIL - 2 7-15-14

23.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201407083571	BROWN COUNTY REGISTER OF DEEDS	R	7/15/2014		62.10CR	072058	62.10
2984	BROWN COUNTY TREASURER							
	I-2014-00000015	BROWN COUNTY TREASURER	R	7/15/2014		1,815.12CR	072059	1,815.12
5640	BROWNELLS INC							
	I-10237454.00	BROWNELLS INC	R	7/15/2014		129.65CR	072060	129.65
4537	BSN SPORTS							
	I-96169222	BSN SPORTS	R	7/15/2014		124.86CR	072061	124.86
0115	CARQUEST AUTO PARTS LLC							
	I-6339-188472	CARQUEST AUTO PARTS LLC	R	7/15/2014		19.07CR	072062	
	I-6339-188502	CARQUEST AUTO PARTS LLC	R	7/15/2014		30.48CR	072062	
	I-6339-188821	CARQUEST AUTO PARTS LLC	R	7/15/2014		14.42CR	072062	63.97
6843	CIVIC SYSTEMS, LLC							
	I-CVC11844	CIVIC SYSTEMS, LLC	R	7/15/2014		2,340.00CR	072063	2,340.00
6939	CLARK, MORGAN							
	I-201407093599	CLARK, MORGAN	R	7/15/2014		5.73CR	072064	5.73
2708	CLEANING SOLUTION SERVICES INC							
	I-05-9248	CLEANING SOLUTION SERVICES INC	R	7/15/2014		1,732.00CR	072065	
	I-05-9249	CLEANING SOLUTION SERVICES INC	R	7/15/2014		1,265.00CR	072065	2,997.00
6414	COMMUNICATIONS ENGINEERING CO							
	I-BILL157379	COMMUNICATIONS ENGINEERING CO	R	7/15/2014		340.00CR	072066	340.00
5218	CONCRETE CUTTERS INC							
	I-15389	CONCRETE CUTTERS INC	R	7/15/2014		700.00CR	072067	700.00
0063	DAANEN & JANSSEN INC							
	I-138682	DAANEN & JANSSEN INC	R	7/15/2014		525.00CR	072068	
	I-138907	DAANEN & JANSSEN INC	R	7/15/2014		1,610.00CR	072068	2,135.00
0554	DAVIS & KUELTHAU SC TRUST ACCOUNT							
	I-379418	DAVIS & KUELTHAU SC TRUST ACCO	R	7/15/2014		234.00CR	072069	234.00
1751	DE BAKER INC							
	I-14-10 (2) FINAL	DE BAKER INC	R	7/15/2014		13,100.25CR	072070	13,100.25

Attachment: 7-15-14 VOUCHERS (2380 : Voucher Approval.)

PACKET: 04437 JULY 2014 COUNCIL - 2 7-15-14

23.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0075	DIGGERS HOTLINE INC							
	I-140 6 36401	DIGGERS HOTLINE INC	R	7/15/2014		866.68CR	072071	866.68
0078	DORNER INC							
	I-14-01 (1)	DORNER INC	R	7/15/2014		196,110.26CR	072072	196,110.26
0083	EBY-BROWN							
	I-484312	EBY-BROWN	R	7/15/2014		294.11CR	072073	
	I-484334	EBY-BROWN	R	7/15/2014		490.84CR	072073	784.95
0944	ELECTION SYSTEMS & SOFTWARE INC							
	I-897571	ELECTION SYSTEMS & SOFTWARE IN	R	7/15/2014		1,435.48CR	072074	1,435.48
0086	EMPLOYEE RESOURCE CENTER INC							
	I-0614-055	EMPLOYEE RESOURCE CENTER INC	R	7/15/2014		342.50CR	072075	342.50
6111	ERLA INC							
	I-SI-41536	ERLA INC	R	7/15/2014		840.00CR	072076	840.00
0091	FASTENAL COMPANY							
	I-WIGRE293968	FASTENAL COMPANY	R	7/15/2014		74.42CR	072077	74.42
6761	FASTSIGNS - GREEN BAY							
	I-GB 34123	FASTSIGNS - GREEN BAY	R	7/15/2014		25.00CR	072078	25.00
2627	FESTIVAL FOODS INC							
	I-201407083572	FESTIVAL FOODS INC	R	7/15/2014		86.62CR	072079	86.62
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-13112	FIRE APPARATUS & EQUIPMENT INC	R	7/15/2014		330.80CR	072080	330.80
0200	FIRST SUPPLY GREEN BAY LLC							
	I-2495066-00	FIRST SUPPLY GREEN BAY LLC	R	7/15/2014		48.95CR	072081	
	I-2536798-00	FIRST SUPPLY GREEN BAY LLC	R	7/15/2014		76.76CR	072081	125.71
0107	FOX VALLEY TECHNICAL COLLEGE							
	I-TPB0000229153	FOX VALLEY TECHNICAL COLLEGE	R	7/15/2014		270.00CR	072082	270.00
1891	GANNETT WI MEDIA							
	I-8159689	GANNETT WI MEDIA	R	7/15/2014		216.83CR	072083	
	I-8160554	GANNETT WI MEDIA	R	7/15/2014		407.64CR	072083	624.47

Attachment: 7-15-14 VOUCHERS (2380 : Voucher Approval.)

PACKET: 04437 JULY 2014 COUNCIL - 2 7-15-14

23.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK		DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0116	GRAINGER INC							
	I-9467393477	GRAINGER INC	R	7/15/2014		85.72CR	072084	
	I-9467393485	GRAINGER INC	R	7/15/2014		92.72CR	072084	
	I-9471759358	GRAINGER INC	R	7/15/2014		118.67CR	072084	
	I-9475093531	GRAINGER INC	R	7/15/2014		45.00CR	072084	342.11
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-973503255	GRAYBAR ELECTRIC COMPANY INC	R	7/15/2014		415.63CR	072085	415.63
6869	HALO INNOVATIONS INC.							
	I-99439	HALO INNOVATIONS INC.	R	7/15/2014		55.90CR	072086	55.90
4902	HALRON LUBRICANTS INC							
	I-678631-00	HALRON LUBRICANTS INC	R	7/15/2014		292.62CR	072087	292.62
0446	HAWKINS INC							
	I-3610802 RI	HAWKINS INC	R	7/15/2014		6,825.95CR	072088	6,825.95
1	HOFFMAN PROPERTIES							
	I-201407093600	REFUND WATR	R	7/15/2014		61.17CR	072089	61.17
5674	HOME TEAM SPORTS & APPAREL INC							
	I-19240	HOME TEAM SPORTS & APPAREL INC	R	7/15/2014		670.50CR	072090	670.50
6886	IMMIXTECHNOLOGY INC.							
	I-99719	IMMIXTECHNOLOGY INC.	R	7/15/2014		684.84CR	072091	684.84
1399	INDOFF INC							
	I-2476222	INDOFF INC	R	7/15/2014		318.21CR	072092	
	I-2476223	INDOFF INC	R	7/15/2014		20.10CR	072092	338.31
4725	INLAND POWER GROUP INC							
	I-2121430-00	INLAND POWER GROUP INC	R	7/15/2014		27.50CR	072093	27.50
6809	JACK'S MAINTENANCE SERVICE INC.							
	I-23007	JACK'S MAINTENANCE SERVICE INC	R	7/15/2014		320.00CR	072094	320.00
1	JAHNKE, JACKIE							
	I-201407083573	REFUND	R	7/15/2014		50.00CR	072095	50.00
1276	JX ENTERPRISES INC							
	I-D-241530113	JX ENTERPRISES INC	R	7/15/2014		81.99CR	072096	
	I-D-241750105	JX ENTERPRISES INC	R	7/15/2014		75.50CR	072096	
	I-D-241780047	JX ENTERPRISES INC	R	7/15/2014		8.46CR	072096	
	I-D-241810072	JX ENTERPRISES INC	R	7/15/2014		5.34CR	072096	
	I-D-241880045	JX ENTERPRISES INC	R	7/15/2014		61.98CR	072096	
	I-D-241880083	JX ENTERPRISES INC	R	7/15/2014		10.56CR	072096	243.83

Attachment: 7-15-14 VOUCHERS (2380 : Voucher Approval.)

PACKET: 04437 JULY 2014 COUNCIL - 2 7-15-14

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0149	KIMCO ENGRAVING INC							
	I-25545	KIMCO ENGRAVING INC	R	7/15/2014		2.00CR	072097	2.00
6986	KRUKOWSKI & COSTELLO S.C.							
	I-HOOD-20140703	KRUKOWSKI & COSTELLO S.C.	R	7/15/2014		329.00CR	072098	329.00
6444	KWIK TRIP INC							
	I-201407083574	KWIK TRIP INC	R	7/15/2014		295.04CR	072099	295.04
0153	LAFORCE INC							
	I-816791 RI	LAFORCE INC	R	7/15/2014		149.00CR	072100	149.00
6577	LAKELAND LAWN CARE							
	I-47760	LAKELAND LAWN CARE	R	7/15/2014		1,200.00CR	072101	
	I-47761	LAKELAND LAWN CARE	R	7/15/2014		875.00CR	072101	2,075.00
0154	LAMERS BUS LINES INC							
	I-451059	LAMERS BUS LINES INC	R	7/15/2014		255.00CR	072102	
	I-451323	LAMERS BUS LINES INC	R	7/15/2014		80.38CR	072102	
	I-451563	LAMERS BUS LINES INC	R	7/15/2014		255.00CR	072102	
	I-451564	LAMERS BUS LINES INC	R	7/15/2014		170.00CR	072102	
	I-451578	LAMERS BUS LINES INC	R	7/15/2014		239.08CR	072102	999.46
6987	LANDMARK STAFFING RESOURCES, INC.							
	I-696632	LANDMARK STAFFING RESOURCES, I	R	7/15/2014		652.96CR	072103	
	I-696668	LANDMARK STAFFING RESOURCES, I	R	7/15/2014		985.60CR	072103	1,638.56
0156	LAWSON PRODUCTS INC							
	I-9302543726	LAWSON PRODUCTS INC	R	7/15/2014		139.64CR	072104	139.64
1105	LEDGEVIEW, TOWN OF							
	I-201407093601	LEDGEVIEW, TOWN OF	R	7/15/2014		3,418.13CR	072105	3,418.13
5786	LEE, CINDY							
	I-201407083575	LEE, CINDY	R	7/15/2014		58.80CR	072106	58.80
0373	MACHINE SERVICE INC							
	I-1241820064	MACHINE SERVICE INC	R	7/15/2014		121.73CR	072107	121.73
6918	MAILCOM CONSULTING LLC							
	I-13250	MAILCOM CONSULTING LLC	R	7/15/2014		5,227.47CR	072108	5,227.47

Attachment: 7-15-14 VOUCHERS (2380 : Voucher Approval.)

PACKET: 04437 JULY 2014 COUNCIL - 2 7-15-14

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK		DISCOUNT	CHECK		CHECK
			TYPE	DATE		AMOUNT	NO#	AMOUNT
6198	MAILFINANCE							
	I-N4777653	MAILFINANCE	R	7/15/2014		314.73CR	072109	314.73
6988	KAREN MAZZOLENI							
	I-201407083576	KAREN MAZZOLENI	R	7/15/2014		145.00CR	072110	145.00
0173	MENARDS INC							
	I-43169	MENARDS INC	R	7/15/2014		56.09CR	072111	
	I-43233	MENARDS INC	R	7/15/2014		19.90CR	072111	
	I-43438	MENARDS INC	R	7/15/2014		74.91CR	072111	
	I-43480	MENARDS INC	R	7/15/2014		146.13CR	072111	
	I-43483	MENARDS INC	R	7/15/2014		147.30CR	072111	
	I-43495	MENARDS INC	R	7/15/2014		33.53CR	072111	
	I-43576	MENARDS INC	R	7/15/2014		8.79CR	072111	
	I-43638	MENARDS INC	R	7/15/2014		11.96CR	072111	498.61
0524	MJB INDUSTRIES INC							
	I-5772	MJB INDUSTRIES INC	R	7/15/2014		7,990.00CR	072112	7,990.00
2821	NEENAH FOUNDRY COMPANY							
	I-98111	NEENAH FOUNDRY COMPANY	R	7/15/2014		16,447.44CR	072113	16,447.44
6555	NES ECOLOGICAL SERVICES							
	I-67859	NES ECOLOGICAL SERVICES	R	7/15/2014		1,365.00CR	072114	1,365.00
3191	NIELSON COMMUNICATIONS INC							
	I-GB14-17852	NIELSON COMMUNICATIONS INC	R	7/15/2014		87.00CR	072115	87.00
0531	NORTHEAST AUTO PARTS INC							
	C-291598	NORTHEAST AUTO PARTS INC	R	7/15/2014		325.14	072116	
	I-291464	NORTHEAST AUTO PARTS INC	R	7/15/2014		238.79CR	072116	
	I-291498	NORTHEAST AUTO PARTS INC	R	7/15/2014		263.18CR	072116	
	I-291585	NORTHEAST AUTO PARTS INC	R	7/15/2014		30.98CR	072116	
	I-291630	NORTHEAST AUTO PARTS INC	R	7/15/2014		26.49CR	072116	
	I-291701	NORTHEAST AUTO PARTS INC	R	7/15/2014		109.00CR	072116	
	I-291823	NORTHEAST AUTO PARTS INC	R	7/15/2014		39.90CR	072116	
	I-291870	NORTHEAST AUTO PARTS INC	R	7/15/2014		374.39CR	072116	
	I-291871	NORTHEAST AUTO PARTS INC	R	7/15/2014		69.98CR	072116	
	I-291920	NORTHEAST AUTO PARTS INC	R	7/15/2014		164.98CR	072116	992.55
1160	OFFICEMAX INC							
	I-542504	OFFICEMAX INC	R	7/15/2014		335.20CR	072117	335.20

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PACKET: 04437 JULY 2014 COUNCIL - 2 7-15-14

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
1020	OVERHEAD DOOR CO OF GREEN BAY							
	I-BAY1990654	OVERHEAD DOOR CO OF GREEN BAY	R	7/15/2014		174.00CR	072118	174.00
0499	PACK AND SHIP LLC							
	I-201407083577	PACK AND SHIP LLC	R	7/15/2014		16.81CR	072119	16.81
0197	PACKER CITY INTERNATIONAL INC							
	I-1-241750042	PACKER CITY INTERNATIONAL INC	R	7/15/2014		52.10CR	072120	
	I-1-241780038	PACKER CITY INTERNATIONAL INC	R	7/15/2014		244.39CR	072120	296.49
1826	PAULSON HARDWARE INC							
	I-201407083578	PAULSON HARDWARE INC	R	7/15/2014		17.99CR	072121	17.99
0202	PEPSI COLA NEW INC							
	I-198762	PEPSI COLA NEW INC	R	7/15/2014		60.96CR	072122	
	I-7031077	PEPSI COLA NEW INC	R	7/15/2014		96.96CR	072122	
	I-7031079	PEPSI COLA NEW INC	R	7/15/2014		61.20CR	072122	219.12
3401	PETERS CONCRETE COMPANY INC							
	I-2143088	PETERS CONCRETE COMPANY INC	R	7/15/2014		552.50CR	072123	
	I-2143089	PETERS CONCRETE COMPANY INC	R	7/15/2014		552.50CR	072123	1,105.00
0525	PETROLEUM EQUIP SERVICE OF WI INC							
	I-10650	PETROLEUM EQUIP SERVICE OF WI	R	7/15/2014		442.50CR	072124	442.50
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-47425	PM SUPPLY - WRIGHT INDUSTRIAL	R	7/15/2014		119.47CR	072125	
	I-47558	PM SUPPLY - WRIGHT INDUSTRIAL	R	7/15/2014		96.98CR	072125	
	I-47846	PM SUPPLY - WRIGHT INDUSTRIAL	R	7/15/2014		440.26CR	072125	
	I-47856	PM SUPPLY - WRIGHT INDUSTRIAL	R	7/15/2014		290.94CR	072125	947.65
0208	POMP'S TIRE SERVICE INC							
	I-90016397	POMP'S TIRE SERVICE INC	R	7/15/2014		313.02CR	072126	
	I-90016511	POMP'S TIRE SERVICE INC	R	7/15/2014		28.50CR	072126	341.52
0209	POOL WORKS INC							
	I-76022-1	POOL WORKS INC	R	7/15/2014		100.30CR	072127	100.30
1701	PRAXAIR DISTRIBUTION INC							
	I-49667009	PRAXAIR DISTRIBUTION INC	R	7/15/2014		9.72CR	072128	9.72
1246	PREVEA WORKMED INC							
	I-90524	PREVEA WORKMED INC	R	7/15/2014		195.00CR	072129	195.00

Attachment: 7-15-14 VOUCHERS (2380 : Voucher Approval.)

PACKET: 04437 JULY 2014 COUNCIL - 2 7-15-14

VENDOR SET: 01

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0218	PROMOTIONAL DESIGNS INC							
	I-218880	PROMOTIONAL DESIGNS INC	R	7/15/2014		26.00CR	072130	26.00
6179	PVP COMMUNICATIONS							
	I-19636	PVP COMMUNICATIONS	R	7/15/2014		53.82CR	072131	53.82
1434	PAULA RAHN							
	I-201407083579	PAULA RAHN	R	7/15/2014		165.20CR	072132	165.20
0227	REINDERS INC							
	I-1494759-00	REINDERS INC	R	7/15/2014		291.70CR	072133	
	I-1495159-00	REINDERS INC	R	7/15/2014		183.50CR	072133	
	I-1495159-01	REINDERS INC	R	7/15/2014		519.36CR	072133	
	I-1495443-00	REINDERS INC	R	7/15/2014		150.31CR	072133	
	I-1496090-00	REINDERS INC	R	7/15/2014		206.74CR	072133	
	I-2625941-00	REINDERS INC	R	7/15/2014		59.25CR	072133	1,410.86
5632	RW MANAGEMENT GROUP INC							
	I-0714-650	RW MANAGEMENT GROUP INC	R	7/15/2014		9,000.00CR	072134	9,000.00
4875	SANOFI PASTEUR							
	I-902991875	SANOFI PASTEUR	R	7/15/2014		34.95CR	072135	34.95
0242	SCOTT CONSTRUCTION INC							
	I-10985MB	SCOTT CONSTRUCTION INC	R	7/15/2014		2,267.66CR	072136	
	I-10995MB	SCOTT CONSTRUCTION INC	R	7/15/2014		95.46CR	072136	2,363.12
3234	SHERWIN WILLIAMS							
	I-5909-5	SHERWIN WILLIAMS	R	7/15/2014		98.56CR	072137	
	I-7941-6	SHERWIN WILLIAMS	R	7/15/2014		118.78CR	072137	
	I-9464-1	SHERWIN WILLIAMS	R	7/15/2014		101.22CR	072137	318.56
1394	PETER SMITH							
	I-201407083580	PETER SMITH	R	7/15/2014		116.35CR	072138	116.35
6483	SPRINKLER CO INC, THE							
	I-58210	SPRINKLER CO INC, THE	R	7/15/2014		1,150.22CR	072139	1,150.22
0258	SUPERIOR CHEMICAL CORP							
	I-63941	SUPERIOR CHEMICAL CORP	R	7/15/2014		419.16CR	072140	419.16
0262	TEMPERATURE SYSTEMS INC							
	I-2291084-00	TEMPERATURE SYSTEMS INC	R	7/15/2014		77.94CR	072141	
	I-2291086-00	TEMPERATURE SYSTEMS INC	R	7/15/2014		130.72CR	072141	
	I-2292934-00	TEMPERATURE SYSTEMS INC	R	7/15/2014		127.44CR	072141	336.10

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PACKET: 04437 JULY 2014 COUNCIL - 2 7-15-14

23.a

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0267	TRAFFIC & PARKING CONTROL INC							
	I-1458868	TRAFFIC & PARKING CONTROL INC	R	7/15/2014		374.90CR	072142	374.90
6989	TRILLIUM CNG (1700)							
	I-INV0008968	TRILLIUM CNG (1700)	R	7/15/2014		550.28CR	072143	550.28
6242	TROTTER, MICHELE							
	I-201407083581	TROTTER, MICHELE	R	7/15/2014		123.00CR	072144	123.00
0268	TRUCK EQUIPMENT INC							
	I-593511-00	TRUCK EQUIPMENT INC	R	7/15/2014		30.55CR	072145	
	I-593682-00	TRUCK EQUIPMENT INC	R	7/15/2014		197.86CR	072145	
	I-593839-00	TRUCK EQUIPMENT INC	R	7/15/2014		665.88CR	072145	894.29
0417	TWEET GAROT MECHANICAL INC							
	I-5916	TWEET GAROT MECHANICAL INC	R	7/15/2014		1,580.00CR	072146	1,580.00
0272	UNIFORM SHOPPE INC							
	I-228726	UNIFORM SHOPPE INC	R	7/15/2014		48.95CR	072147	
	I-231487	UNIFORM SHOPPE INC	R	7/15/2014		141.85CR	072147	
	I-233188	UNIFORM SHOPPE INC	R	7/15/2014		107.95CR	072147	
	I-233455	UNIFORM SHOPPE INC	R	7/15/2014		850.00CR	072147	
	I-233456	UNIFORM SHOPPE INC	R	7/15/2014		100.00CR	072147	
	I-233517	UNIFORM SHOPPE INC	R	7/15/2014		36.95CR	072147	1,285.70
0857	USA BLUEBOOK							
	I-371401	USA BLUEBOOK	R	7/15/2014		279.80CR	072148	279.80
3311	VINTON CONSTRUCTION CORP							
	I-14-04 (1)	VINTON CONSTRUCTION CORP	R	7/15/2014		30,200.51CR	072149	30,200.51
6093	WALT'S PETROLEUM SERVICE INC							
	I-66312	WALT'S PETROLEUM SERVICE INC	R	7/15/2014		1,560.00CR	072150	1,560.00
0282	WESCO DISTRIBUTION INC							
	I-747505	WESCO DISTRIBUTION INC	R	7/15/2014		21.58CR	072151	21.58
0291	WI DEPT OF JUSTICE TIME MADISON							
	I-201407083582	WI DEPT OF JUSTICE TIME MADI	R	7/15/2014		7.00CR	072152	7.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	118	0.00	407,283.71	407,283.71
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:	118	0.00	407,283.71	407,283.71

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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Attachment: 7-15-14 VOUCHERS (2380 : Voucher Approval.)

PACKET: 04437 JULY 2014 COUNCIL - 2 7-15-14

23.a

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	7/2014	91,853.50CR
201	7/2014	2,964.46CR
208	7/2014	119.60CR
215	7/2014	1,365.00CR
235	7/2014	25.00CR
405	7/2014	296,639.00CR
415	7/2014	665.88CR
601	7/2014	10,469.69CR
650	7/2014	3,181.58CR
=====		
ALL		407,283.71CR

Attachment: 7-15-14 VOUCHERS (2380 : Voucher Approval.)

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: July 15, 2014
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 07-15-14 Operator List (PDF)

CITY OF DE PERE - JULY 15, 2014

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	HOLTZ, LAUREN J.	909 ATHENS DR.	GREEN BAY	WI	54311
2	LONGHI, NICOLE M.	954 MATHER ST.	GREEN BAY	WI	54303
3	MARQUETTE, MEGAN M.	144 GARFIELD ST.	KAUKAUNA	WI	54130
4	MORRIS, LINDSAY J.	2134 EARLY ST.	GREEN BAY	WI	54304
5	PRIBYL, ERIN L.	1374 KINGSTON TERRACE	GREEN BAY	WI	54302
New Operator License Applications for the 2014-2016 Licensing Period					
1	BAL, SARAH E.	703 FREDRICK ST., APT. #1	GREEN BAY	WI	54313
2	BAUTISTA, ELISEO S.	502 N. 10TH ST., APT.#75	DE PERE	WI	54115
3	BRAUN, TAMMY S.	2565 S. PINE TREE RD.	HOBART	WI	54115
4	BYERS, ASHLEY, M.	2660 TROJAN DR.	GREEN BAY	WI	54304
5	DIX, HEATHER J.	1281 SHAWANO AVE.	GREEN BAY	WI	54303
6	FRISINGER, ABBEY N.	2134 POTTER DR.	DE PERE	WI	54115
7	GENZ, FELICIA L.	435 1/2 LANDE ST.	DE PERE	WI	54115
8	HANSEN, ADAM J.	522 PETERS ST.	GREEN BAY	WI	54302
9	HEMMERICH, ALEXIS R.	605 W. BRIAR LN., APT. #116	GREEN BAY	WI	54301
10	HILL, WILLIAM J.	1310 S. OAKLAND AVE.	GREEN BAY	WI	54304
11	JARVI, ASHLEY M.	2807 VIKING DR., #206	GREEN BAY	WI	54304
12	JIMENEZ, SERGIOZ B.	625 THELOSEN DR.	KIMBERLY	WI	54136
13	KELLNER, BRITTANIE F.	224 OAK GROVE AVE.	GREEN BAY	WI	54302
14	LAWRENCE, LORI A.	1403 CHICAGO ST.	DE PERE	WI	54115
15	LIBASSI, SAVANNAH	2682 ALLOUEZ AVE.	GREEN BAY	WI	54311
	LOCASCIO, BRANDON L.	1766 LENWOOD AVE.	GREEN BAY	WI	54303
17	MARLOW, SHARON M.	1118 S. 9TH ST.	DE PERE	WI	54115
18	NYHAN, MEGAN M.	805 4TH ST.	DE PERE	WI	54115
19	RADUE, PATRICK E.	1000 DIVOT	GREEN BAY	WI	54313
20	RHOADES, KAYLA M.	612 BIRCH ST.	DE PERE	WI	54115
21	SCHEFFEL, TRACY, J.	819 ABRAMS ST.	GREEN BAY	WI	54302
22	STANKEVICH, JACQUELINE J.	843 ASH ST.	DE PERE	WI	54115
23	TREICHEL, JUSTIN J.	2946 LARK RD.	GREENLEAF	WI	54126
24	TRUDELL, SAMUEL, J.	2282 RED TAIL GLEN	DE PERE	WI	54115
25	VAN DERA, JASMINE M.	1126 PILGRIM WAY, APT. B	GREEN BAY	WI	54304
26	VANDEBLOOMEN, MICHAEL, D.	1334 SAND ACRES DR.	DE PERE	WI	54115
27	VANDERTIE, CASSIDY L.	1324 SCHEURING RD., APT. #8	DE PERE	WI	54115
28	WARDEN, JASON J.	413 S. IRWIN AVE.	GREEN BAY	WI	54301
29	WAUTERS, AMY L.	3618 COLLEGIATE WAY	NEW FRANKEN	WI	54229
30	WOODLIFF, NICOLE L.	2411 GLENDALE AVE.	HOWARD	WI	54303
31	WYCKOFF, JASON P.	2514 GARDEN PARK TERRACE	GREEN BAY	WI	54311

Renewal Operator License Applications for the 2014-2016 Licensing Period					
1	BOULANGER, BROOKE D.	2767 HUMBOLDT RD.	GREEN BAY	WI	54311
2	CAMP, ASHLEY M.	257 EAST RIVER DR., APT. #11	DE PERE	WI	54115
3	CRAWFORD, RODRICK J.	132 1/2 S. BROADWAY ST.	DE PERE	WI	54115
4	GARBE, KIM M.	1011 DIVISION ST.	GREEN BAY	WI	54303
5	GIANNUNZIO, KELLY M.	1245 7TH ST.	GREEN BAY	WI	54304
6	JAMES, ANN M.	536 S. WEBSTER AVE.	GREEN BAY	WI	54301
7	JOHNSON, DAVID L.	1024 CARDINAL LN.	GREEN BAY	WI	54313
8	JOHNSON, THOMAS M.	1912 PREBLE AVE.	GREEN BAY	WI	54302
9	KAWULA, PHILIP D.	1807 SAHARA	GREEN BAY	WI	54304
10	KOLTZ, LISA M.	905 GEORGE ST., #2	DE PERE	WI	54115
11	LAYDEN, MATT J.	1310 S. IRWIN AVE.	GREEN BAY	WI	54301
12	LIMBERGER, DAVID M.	1582 QUARRY PARK DR., APT. #3	DE PERE	WI	54115
13	LINSEN, ANDREA M.	2892 GEMINI ST., #5	GREEN BAY	WI	54311
14	MCARDLE, MICHELLE L.	1764 BURGOYNE CT., APT. #2	DE PERE	WI	54115
15	MORRIS, NORA J.	615 BIRCH ST.	DE PERE	WI	54115
16	MUNOZ, JOSEPH J.	468 DUTTON AVE.	GREEN BAY	WI	54304
17	SCHINKE, JESSICA L.	825 FRIBOURG ST.	DE PERE	WI	54115
18	SCHULLER, CHERYL B.	111 SWISS HILL DR.	GREEN BAY	WI	54302
19	STAEVEN, RODNEY J.	710 BOMIER ST.	DE PERE	WI	54115
20	STEEBER, NICOLE J.	854 FRIBOURG ST.	DE PERE	WI	54115
21	STERLETSKE, WILLIAM P.	208 N. SUPERIOR ST.	DE PERE	WI	54115
22	STILLMAN, ZACHARY F.	233 W. HIGH ST.	SEYMOUR	WI	54165
23	THORPE, KARL A.	1049 MORAIN WAY, #9	GREEN BAY	WI	54303
24	TYLER, JANE K.	1128 PINE ST., APT. #5	GREEN BAY	WI	54301
25	VANDERSTEEN, BARBARA D.	2466 BASSWOOD ST.	GREEN BAY	WI	54313
26	VERCAUTEREN, DAWN T.	709 N. CLAY ST.	DE PERE	WI	54115
27	VIEAU, LOIS A.	1218 GRANT ST.	DE PERE	WI	54115
28	WENDRICKS, GREG F.	1009 CORAL ST., APT. #4	DE PERE	WI	54115
29	WOLFE, AMY L.	826 E. BRIAR LN.	GREEN BAY	WI	54301
30	ZICH, RENEE L.	715 KELLOGG ST.	GREEN BAY	WI	54303