

COMMON COUNCIL MEETING NOTICE

Pursuant to Wisconsin Statutes §19.84, notice is hereby given to the public and news media that a regular meeting of the Common Council of the City of De Pere will be held on July 3, 2012 at 7:30 p.m. in the City Hall Council Chambers, Second Floor of De Pere City Hall, 335 South Broadway, De Pere, WI 54115.

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

AGENDA FOR SAID MEETING:

1. Roll call.
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the June 19, 2012 regular meeting of the Common Council.
4. Public Hearing amending Chapter 14 of the De Pere Zoning Code to include limitations on number of rummage sales is scheduled for 7:30 p.m. or soon after.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. After the hearing is held, Ordinance #12-15, Amending Chapter 14 De Pere Municipal Code To Include Rummage Sale Regulations is presented for consideration.
5. Public comment upon matters not on agenda or other announcements.
6. Recommendation from the Plan Commission to:
 - A. Approve two lot Certified Survey Map located on American Blvd., Parcel WD-1137 and part of Parcel WD-L492-B.
 - B. Approve three lot Certified Survey Map located on Southbridge Road, Parcels WD-D0033, WD-D0036, and WD-D0037.
 - C. Approve extraterritorial four lot Certified Survey Map in the Town of Lawrence.
7. Recommendation from the Board of Park Commissioners to accept:
 - A. \$250 donation from the Rotary Club of De Pere to be used for the Recreation Scholarship Program.
8. Recommendation from the License Committee:
 - A. Application for a Temporary Premise Description Change for St. Norbert College, July 10 and July 24, 2012.

B. Application for a Temporary Premise Change for Sidekicks Bar & Grill, August 3, 2012.

9. Ordinance #12-14, Amending Chapter 86 De Pere Municipal Code And Allowing The Keeping Of Chickens Within The City.
10. Resolution #12-72, Setting Fee For Chicken Permit.
11. Resolution #12-67, Authorizing The Agreement Between The City of De Pere And Stephen L. Seidl (Boat Docks Along James Street Parkway) (previously tabled).
12. Resolution #12-27, Revised Resolution Regarding The Vacation Of A Portion Of A Public Thoroughfare (Glenwood Avenue).
13. Resolution #12-73, Authorizing Agreement Regarding The Sale/Purchase Option To Purchase Certain Property Between The City Of De Pere And Liska Enterprises, LLC.
14. Resolution #12-74, Authorizing Utility Easement And Assignment Of Storm Water Drainage Easement From Landsborough Court Property Owners Association, LTD.
15. Resolution #12-75, Authorizing Renewal Of Service Agreement With SimplexGrinnell.
16. Resolution #12-76, Setting Fees For Pawnbroker, Secondhand Article Dealer, Secondhand Jewelry Dealer And Secondhand Article Dealer Mall/Flea Market License.
17. Resolution #12-77, An Initial Resolution Authorizing The Issuance Of Not To Exceed \$1,425,000 General Obligation Bonds For Street Lighting, Street Improvements, And Street Improvement Funding.
18. Resolution #12-78, An Initial Resolution Authorizing The Issuance Of Not To Exceed \$1,175,000 General Obligation Bonds For Parks And Public Grounds.
19. Resolution #12-79, An Initial Resolution Authorizing The Issuance Of Not To Exceed \$470,000 General Obligation Bonds For Sewerage Improvements.
20. Resolution #12-80, An Initial Resolution Authorizing The Issuance Of Not To Exceed \$135,000 General Obligation Bonds For Water Systems.
21. Resolution #12-81, An Initial Resolution Authorizing The Issuance Of Not To Exceed \$3,775,000 Taxable General Obligation Bonds For Providing Financial Assistance To Blight Elimination, Slum Clearance, Community Development, Redevelopment, And Urban Renewal Programs And Projects.
22. Resolution #12-82, A Resolution Authorizing And Directing The Publication Of Notice Of The Adoption Of Initial Resolutions.
23. Resolution #12-83, A Resolution Authorizing And Providing For The Issuance Of Not To Exceed \$6,980,000 General Obligation Bonds; Providing For The Notification And Sale Of Said Bonds; And Other Related Details.

24. Appointment of Teen Advisory Member to Board of Park Commissioners by Mayor Michael Walsh.
25. City Sustainability Team report on activities.
26. Voucher approval.
27. Applications for Operator's Licenses.
28. Future agenda items.
29. Adjournment.

Lawrence M. Delo
City Administrator

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, July 2, 2012, so that arrangements can be made.

AGENDA SENT TO:

Mayor
Alderpersons
Department Heads
TV, Newspapers, & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Resolution #12-27

KENNETH L CLARK
ANDREA THORPE
LEANNE E KENT
LOLA M KARAS
EDWARD & MARY KIMMETH
BRENT D & SUSAN M JENSEN
ANDREW & SOFIA KRANS
ELIZABETH A GORDON
DAVID W & WENDY L RUSCH
GERALD H & SARAH J CEGELSKI
PAULETTE M BITTNER
ELVERTA I BITTNER
MARK J & AMY T LIST
WALTER P & LAUREL J HEIL
KENNETH A NIER
JASON M & HEATHER S PETERSON
JAMES J & NANCY L BERGMAN
GERALD L & VICKIE L DASSLER
KENT A & KIMBERLY E THEEL
DENNIS/JOANNE O DONNELL
JENNIFER FROELICH
DAVID P & MICHELLE A SPIERING
WILLIAM W & JEANNIE G WOODWARD
TAYLOR B & ANGELIN R DAUL
EDDA M QUIGLEY
KATHRYN A SMITS
R CALEB & SUSAN A CHAPEL
ROBERT J & JOAN P SCHAUPP
JAMES F KRESS
JULIE ANNE KRESS
MARK A & DIANE E BETZ
LINDA M NEPH
ERIC J & MARIE K RUPP
DANIEL M & HOLLY J POPKEY
JAMES & RITA VAN GEMERT
ERIK C & KRISTIN M NELSON
MICHAEL W SHADE
JAMES R & CONSTANCE A HASSETT

635 N ERIE ST
703 N ERIE ST
702 N HURON ST
707 N ERIE ST
708 N HURON ST
724 N HURON ST
713 N ERIE ST
816 RIDGEWAY BL
3176 BURTONS RIVERSIDE
902 RIDGEWAY BL
908 RIDGEWAY BL
920 RIDGEWAY BL
713 N ONTARIO ST
707 N ONTARIO ST
726 N HURON ST
2147 SWANSTONE CI
718 RIDGEWAY BL
714 RIDGEWAY BL
702 N ERIE ST
706 N ERIE ST
1126 PLEASANT VALLEY DR
822 RIDGEWAY BL
911 RIDGEWAY BL
833 URBANDALE AV
825 URBANDALE AV
817 URBANDALE AV
822 WHITE PINE AV
PO BOX 12737
800 GLENWOOD AV
800 GLENWOOD AV
815 WHITE PINE AV
815 RIDGEWAY BL
910 WHITE PINE AV
815 NICOLET AV
904 HICKORY AV
918 HICKORY AV
923 WHITE PINE AV
938 HICKORY AV
DE PERE WI 54115-3003
DE PERE WI 54115-3005
DE PERE WI 54115-2621
DE PERE WI 54115-3005
DE PERE WI 54115-2621
DE PERE WI 54115-2621
DE PERE WI 54115-3005
DE PERE WI 54115-3029
GREEN BAY WI 54313-4085
DE PERE WI 54115-3031
DE PERE WI 54115-3031
DE PERE WI 54115-3031
DE PERE WI 54115-3023
DE PERE WI 54115-3023
DE PERE WI 54115-2621
DE PERE WI 54115-8272
DE PERE WI 54115-3027
DE PERE WI 54115-3027
DE PERE WI 54115-3006
DE PERE WI 54115-3006
ONEIDA WI 54155-8634
DE PERE WI 54115-3029
DE PERE WI 54115-3030
DE PERE WI 54115-3036
DE PERE WI 54115-3036
DE PERE WI 54115-3036
DE PERE WI 54115-3041
GREEN BAY WI 54307-2737
DE PERE WI 54115-3014
DE PERE WI 54115-3014
DE PERE WI 54115-3040
DE PERE WI 54115-3028
DE PERE WI 54115-3043
DE PERE WI 54115-3017
DE PERE WI 54115-3016
DE PERE WI 54115-3016
DE PERE WI 54115-3042
DE PERE WI 54115-3016

GEORGE F & KATHLEEN A KERWIN
 RICHARD D & ELLEN P HORAK
 RONALD M CODY & CHERYL
 ENGLEBERT
 WELLS ALLISON H TRUST
 ERICH BAKKE
 KEVIN M & SUSAN M PASTERSKI
 RICHARD P & DEBORAH L AUSTIN
 MARILYN CLANCY
 MATTHEW G & LINDA S PERA
 DAVID W HUNNICUTT & AMY L LEWIS
 MURAL F ADAMS
 CHRISTOPHER J & HEATHER ROTH
 LILLIAN L MC KENNA
 SCOTT W & KATHERINE M JANSSEN
 PAUL & GENEVIEVE STIBBE
 KEVIN J & CATHLEEN K SMITH

Plan Recommendations:

MARK SODERLUND
 RANDY LISKA
 CARPENTER ARCHITECT
 STEVE BIEDA
 JOE GEGARE
 JERRY SEVICK
 STEVE BIEDA

Terrie DuBois
 Denise Gajeski
 Randall Liska
 Stephen Seidl
 Curtis Miller
 Sarah Meiners
 Michael Hale, President

FISRT CHOICE
 METAL STORM
 LLOYD CARPENTER
 MAU & ASSOC
 SOUTHBRIDGE PROPERTIES
 FOTH
 MAU & ASSOC
 CB De Pere LLC

Seidl & Associates
 Simplex Grinnell

Landsborough Court Property
 Owners Association, LTD

930 HICKORY AV
 1908 HARBOURSIDE DR/#404

906 TALBOT AV
 902 S RICE RD
 713 N HURON ST
 805 GLENWOOD AV
 826 GLENWOOD AV
 845 URBANDALE AV
 727 RIDGEWAY BL
 730 NICOLET AV
 703 RIDGEWAY BL
 818 TALBOT AV
 702 RANDALL AV
 718 RANDALL AV
 713 RIDGEWAY BL
 723 RIDGEWAY BL

1251 SCHEURING RD
 999 GLORY RD
 2663 MAPLE HILL DR
 400 SECURITY BLVD
 111 N WASHINGTON #400
 2737 S Ridge RAD SUITE 700
 400 SECURITY BLVD
 1350 AVENUE OF AMERICAS

729 Bascom Way
 846 Elm Street
 7244 Pleasantview Dr
 2270 Holmgren Way
 1941 Holmgren Way

441 Landsborough Court

DE PERE WI 54115-3016
 LONGBOAT KEY FL 34228-4207

DE PERE WI 54115-3035
 QJAI CA 93023
 DE PERE WI 54115-2620
 DE PERE WI 54115-3013
 DE PERE WI 54115-3014
 DE PERE WI 54115-3036
 DE PERE WI 54115-3026
 DE PERE WI 54115-3062
 DE PERE WI 54115-3026
 DE PERE WI 54115-3033
 DE PERE WI 54115-3025
 DE PERE WI 54115-3025
 DE PERE WI 54115-3026
 DE PERE WI 54115-3026

DE PERE WI 54115
 GREEN BAY, WI 54304
 GREEN BAY, WI 54313
 GREEN BAY, WI 54313
 GREEN BAY, WI 54301
 GREEN BAY, WI 54307
 GREEN BAY, WI 54313
 NEW YORK, NY 10019

Green Bay, WI 54311
 De Pere, WI 54115
 Greenleaf, WI 54126
 Green Bay, WI 54304
 Green Bay, WI 54304

De Pere, WI 54115

**COMMON COUNCIL MEETING NOTICE
CITY OF DE PERE, WISCONSIN – JUNE 19, 2012**

DRAFT

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Tuesday, June 19, 2012.

Mayor Walsh called the meeting to order at 7:34 p.m.

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

Alderson Donovan moved, seconded by Alderson Bauer to approve the minutes of the May 15, 2012 regular meeting, May 22, 2012 special meeting and the June 6, 2012 regular meeting of the Common Council. Upon vote, the minutes were approved unanimously.

4. Public Comment or other Announcements. None.

RECOMMENDATIONS FROM THE BOARD OF PUBLIC WORKS

5A. Alderson Boyd moved, seconded by Alderson Kneiszel to award Project 12-04 – Street Reconstruction – Glenwood Avenue to Feaker & Sons Company. Upon roll call vote, motion carried unanimously.

5B. Alderson Donovan moved, seconded by Alderson Bauer to award Project 12-07 – Asphalt, Curb & Sewer Repair to Northeast Asphalt, Inc. Upon roll call vote, motion carried unanimously.

RECOMMENDATIONS FROM THE FINANCE/PERSONNEL COMMITTEE

6A. Alderson Crevier moved, seconded by Alderson Lueck, to approve the request by Carol Tess to transfer \$1,000 donation for Claude-Allouez Bridge lighting to dock installations on the Fox River. Upon vote, motion carried unanimously.

6B. Alderson Donovan moved, seconded by Alderson Boyd, to deny the request of Fire Chief Kiser to reinstate 2011 standby call-in procedure and overtime funding. Discussion followed. Alderson Donovan moved, seconded by Alderson Robinson, to open the meeting. Upon vote, motion carried unanimously.

The following attendees spoke in favor of reinstating the 2011 standby call-in procedure:

Gayle Anderson, 2051 Old Plank Court, De Pere, WI
Toni Etter, 135 Lorrie Way, De Pere, WI
Bod Heuvelmans, 246 Twilight Drive, De Pere WI

Alderson Donovan moved, seconded by Alderson Bauer to close the meeting. Upon vote, motion carried unanimously. Upon roll call vote, motion carried to deny request with 5 ayes and 4 nays; Aldersons Boyd, Donovan, Kneiszel, and Lueck voted aye, Aldersons Bauer, Crevier, Robinson, and Van Vonderen voted nay; Mayor Walsh voted aye to break the tie.

RECOMMENDATIONS FROM THE LICENSE COMMITTEE

7A. Application for a “Class C” Wine Liquor License for Paintin’ Pottery or Bead It, 520 George Street was withdrawn.

7B. Alderson Bauer moved, seconded by Alderson Kneiszel to approve Renewal Applications submitted for Class “A” Fermented Malt Beverage Licenses, “Class A” Intoxicating Liquor Licenses, Class “B” Fermented Malt Beverage License, “Class B” Intoxicating Liquor Licenses, and “Class C” Wine Licenses for the licensing period July 1, 2012 to June 30, 2013. Upon vote, motion carried 7-0 with Alderson Crevier abstaining.

7C. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve the Application for a Class "B" Beer & "Class B" Liquor License for Shakers Bar, 338 Main Avenue, De Pere. Upon vote, motion carried unanimously.

7D. Alderperson Boyd moved, seconded by Alderperson Bauer to approve the Application for a Class "B" Beer & "Class B" Liquor License for Silver Fox (Previously Knights). Upon vote, motion carried unanimously.

7E. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve the Application for a Class "A" Fermented Malt Beverage License for GCS Scheuring Shell, 1511 Lawrence Drive. Upon vote, motion carried unanimously.

7F. Alderperson Bauer moved, seconded by Alderperson Van Vonderen to approve the previously tabled application for a Class "B" Beer/"Class B" Liquor License for Honey Hole II, 413 Main Avenue. Upon vote, motion carried unanimously.

8. Ordinance 12-13, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations was presented. Alderperson Robinson moved, seconded by Alderperson Boyd to approve the ordinance. Discussion followed. Alderperson Crevier moved, seconded by Alderperson Van Vonderen, to amend the ordinance with removal of 14 spots on Reid Street, east of 4th Street. Upon vote, motion carried 7-1 with Alderperson Bauer voting nay. Alderperson Robinson moved, seconded by Alderperson Bauer, to approve the ordinance as amended. Upon vote, motion carried unanimously.

9. Resolution 12-63, Authorizing Economic Development Grant to Silver Fox GB, LLC was presented. Alderperson Lueck moved, seconded by Alderperson Donovan to approve the resolution. Upon roll call vote, motion carried unanimously.

10. Resolution 12-64, Authorizing Agreement with GEI Consultants, Inc. (Observation and Analysis For Parcel WD-1138) was presented. Alderperson Lueck moved, seconded by Alderperson Boyd to approve the resolution. Upon roll call vote, motion carried unanimously.

11. Resolution 12-65, Authorizing A Sale And Purchase Agreement Between The City Of De Pere and Steven F. Kersten (Parcel WD-102-1) was presented. Alderperson Donovan moved, seconded by Alderperson Lueck, to approve the resolution. Upon vote, motion carried unanimously.

12. Resolution 12-66, Authorizing Revocable Occupancy Permit (Hanna's Nails & Spa) was presented. Alderperson Crevier moved, seconded by Alderperson Bauer to approve the resolution. Discussion followed. Upon vote, motion carried unanimously.

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

14. Resolution 12-68, Authorizing Revised Addendum To 1999 Cooperation Agreement And Amended And Restated Pledge And Security Agreement Regarding The Imposition And Direction Of Additional Room Tax Revenue was presented. Alderperson Donovan moved, seconded by Alderperson Lueck, to approve the resolution. Upon roll call vote, motion carried unanimously.

15. Resolution 12-69, Approving Agreements For Consulting Services Between The City Of De Pere And Dixon Engineering, Inc. (AT&T Wireless Antenna Installations) was presented. Alderperson Kneiszel moved, seconded by Alderperson Crevier, to approve the resolution. Upon roll call vote, motion carried unanimously.

16. Resolution 12-70, Authorizing Contracts For Contractor Services (Concrete Grinding And Mudjacking) was presented. Alderperson Crevier moved, seconded by Alderperson Kneiszel to approve the resolution. Upon roll call vote, motion carried unanimously.

17. Resolution 12-71, Authorizing Sale Of Surplus Property was presented. Alderperson Crevier moved, seconded by Alderperson Kneiszel to approve the resolution. Upon vote, motion carried unanimously.

18. Appointments/re-appointments of Tina Pickard, Kathy Van Vonderen and Paul Deleeuw to various boards and commissions by Mayor Walsh were presented. Alderperson Robinson moved, seconded by Alderperson Kneiszel to approve the appointments and re-appointments. Upon vote, motion carried unanimously.

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

20. Applications for Operator's Licenses.

Item	NAME	ADDRESS	CITY	ST	ZIP
1	ACKER, TERESE A.	1220 S. 6TH ST.	DE PERE	WI	54115
2	BAKRAN-DEMENY, TRICIA L.	1781 SURREY TRAIL	GREEN BAY	WI	54313
3	BASTEN, STEPHANIE L.	563 SOMERSET DR.	GREEN BAY	WI	54301
4	BERKEN, BEVERLY J.	2416 SKYLINE OAKS DR.	DE PERE	WI	54115
5	BILOTTI, MARIO F.	1104 CHICAGO ST.	DE PERE	WI	54115
6	BINSFELD, CRYSTAL L.	1912 QUINDALEE RD.	DE PERE	WI	54115
7	BORLEY, COURTNEY L.	E465 BORLEY LN.	LUXEMBURG	WI	54217
8	BROWN, JERIMIAH D.	1111 VELD AVE., #7	GREEN BAY	WI	54303
9	CARSON, NICOLE M.	1127 WESTERN AVE.	GREEN BAY	WI	54303
10	CONARD, WADE M.	2769 HUMBOLDT RD.	GREEN BAY	WI	54311
11	CONRAD, EMILY L.	209 FORT HOWARD AVE., APT. 10	DE PERE	WI	54115
12	COUNARD, LISA G.	712 LARK ST.	GREEN BAY	WI	54303
13	COX, CASEY J.	420 COLLEGE AVE., #3	DE PERE	WI	54115
14	CREVIER, CARLENE C.	693 ST. JOSEPH ST.	DE PERE	WI	54115
15	DAHLKE, JASON C.	716 KILLARNY TR.	DE PERE	WI	54115
16	DE CLEENE, SOMER E.	1246 E. MASON ST., APT. 3	GREEN BAY	WI	54301
17	DE HART, PENNY L.	1128 SCHEURING RD.	DE PERE	WI	54115
18	DE HART, SAMANTHA R.	1128 SCHEURING RD.	DE PERE	WI	54115
19	DENOR, MEAGAN K.	604 S. CTY RD. J.	REEDSVILLE	WI	54230
20	DEPETRO, MICHELLE F.	1140 MORAIN WAY, #29	GREEN BAY	WI	54303
21	DIRKS, JENNIFER M.	1013 CORAL ST., APT. 3	DE PERE	WI	54115
22	DOHRWARDT, AMANDA M.	1211 SHAWANO AVE., UPPER	GREEN BAY	WI	54303
23	DOMBROSKI, LORI J.	1159 DREWS DR.	DE PERE	WI	54115
24	DOMBROSKI, SARAH J.	1268 S. ATUM CT.	DE PERE	WI	54115
25	DUBOIS, RYAN S.	6056 BLAKE RD.	GREENLEAF	WI	54126
26	ELWELL, ALEXANDRA G.	17926 HEROLD RD.	DENMARK	WI	54208
27	ENGBRETSON, NICOLE M.	5245 N. LONG AVE.	CHICAGO	IL	60630
28	ERICKSON, JANICE M.	1445 MAYFAIR	DE PERE	WI	54115
29	FRANK, ARIK M.	1310 SCHEURING RD.	DE PERE	WI	54115
30	GREEN, DABNEY K.	2037 GREEN ACRES CT.	DE PERE	WI	54115
31	GROW, CAITLIN C.	11011 KNICKERBOCKER RD.	HARVARD	IL	60033
32	HAINES, DONNA R.	1127 WESTERN AVE.	GREEN BAY	WI	54303
33	HARRELL, STEVEN T.	502 N. 10TH ST., APT. 81	DE PERE	WI	54115
34	HELD, ROBERT	2022 MORNING DEW LN.	DE PERE	WI	54115
35	HERMANS, NICOLE .	2736 ONTARIO RD.	GREEN BAY	WI	54311
36	HESEL, CAROL K.	2264 NINTH ST.	GREEN BAY	WI	54304
37	HILL, WILLIAM J. JR.	1310 1/2 S. OAKLAND AVE.	GREEN BAY	WI	54304

38	HJORT, JEREMY J.	308 CUSTER CT.	GREEN BAY	WI	54301
39	HOFFMAAN, LAUREN L.	2089 E. BARABOO CR.	DE PERE	WI	54115
40	HUEBNER, NORA G.	3415 HILLTOP WAY, APT. 48	GREEN BAY	WI	54301
41	HUIBREGTSE, AMANDA L.	N1909 HUIBREGTSE RD.	OOSTBURG	WI	53070
42	KIEDOWSKI, PATARICK R.	1919 CROSSCREEK CR.	DE PERE	WI	54115
43	KIELBICKI, JOSHUA A.	805 WILLILAM CHARLES CT., #D	GREEN BAY	WI	54304
44	KILEY, ASHLEY A.	2115 DICKIN RD., APT. 7	DE PERE	WI	54115
45	KISPERT, MATTHEW M.	621 LEWIS ST.	DE PERE	WI	54115
46	KNAPP, KATIE M.	1581 CYPRESS RD., #3	DE PERE	WI	54115
47	KOCKEN, TAMMY L.	3631 LOST LN.	DE PERE	WI	54115
48	KRAFT, RYAN J.	320 HILLTOP DR.	GREEN BAY	WI	54301
49	KRAFT, TIFFANY I.	320 HILLTOP DR.	GREEN BAY	WI	54301
50	LOWIS, SHARIE L.	1236 GRIGNON ST.	GREEN BAY	WI	54301
51	LUEDTKE, RONALD R.	1484 BARBARA LN.	DE PERE	WI	54115
52	LUPANOVA, ROSITSA G.	1260 PERSHING RD.	DE PERE	WI	54115
53	MATTHEWS, ROBERT J.	2546 HAZELWOOD LN.	GREEN BAY	WI	54304
54	MINTEN, MATTHEW J.	884 S. NINTH ST.	DE PERE	WI	54115
55	MOOREN, KAREN P.	1156 SCHEURING RD.	DE PERE	WI	54115
56	MOYER, CAROL A.	722 GRIGNON ST.	KAUKAUNA	WI	54130
57	MUMBRUE, TROY N.J.	8140 HIDDEN VALLEY RD.	MARIBEL	WI	54227
58	NELSON, AMALIA L.	905 E. GRANT ST.	APPLETON	WI	54911
59	OLSON, ANGELA M.	826 ASH ST.	DE PERE	WI	54115
60	OLSON, JILL A.	561 WEST BRIAR LN.	GREEN BAY	WI	54301
61	ORIE, JULES S.	837 MEMORY AVE.	GREEN BAY	WI	54301
62	PARKER, DAVID J.	1978 SCHANOCK DR., #13	GREEN BAY	WI	54303
63	PARKS, ANNA E.	2158 SWANSTONE CR.	DE PERE	WI	54115
64	PHILLIPS, DUSTIN A.	1145 C. BROSIG ST.	GREEN BAY	WI	54311
65	PHILLIPS, SHEILA R.	508 S. JACKSON ST.	GREEN BAY	WI	54301
66	PLATTEN, MONICA M.	344 COLUMBIA AVE.	GREEN BAY	WI	54303
67	ROZNICK, LOUISE M.	100 W. WALNUT ST., #103	GREEN BAY	WI	54303
68	SCHINKE, JESSICA L.	825 FRIBOURG ST.	DE PERE	WI	54115
69	SCHNEBBE, AMANDA M.	120 N. MICHIGAN ST., #6	DE PERE	WI	54115
70	SHIELDS, PATTI E.	2651 WOODALE AVE.	HOWARD	WI	54313
71	SHIER, CHRISTOPHER D.	1787 GRANT ST., APT. 4	DE PERE	WI	54115
72	STORZER, EILEEN N.	911 SMITH ST.	GREEN BAY	WI	54302
73	VANDEN AVOND, KEITH P.	228 CRESTVIEW LN.	DE PERE	WI	54115
74	VANDEN BRANDEN, KALLY M.	1808 WILLILAMS GRANT DR.	DE PERE	WI	54115
75	VAN HORN, LAURA	137 LONGVIEW AVE.	GREEN BAY	WI	54301
76	VAN RYZIN, LAURA L.	402 FOURTH ST.	DE PERE	WI	54115
77	WATERMOLEN, SHERI L.	3646 E. RIVER DR.	GREEN BAY	WI	54301
78	WHITE, JOHN J.	675 SUNSET CR.	GREEN BAY	WI	54301
79	WICKHAM, BARBARA G.	120 S. WINNEBAGO CT.	DE PERE	WI	54115
80	WILLEMS, KIMBERLY J.	128 1/2 N. 6TH ST.	DE PERE	WI	54115
81	WOLFE, AMY L.	826 E. BRIAR LN.	GREEN BAY	WI	54301

82	YOST, MEGAN R.	205 N. 3RD ST.	LENA	WI	54139
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Alderson Bauer moved, seconded by Alderson Kneiszel to table Applications 1, 26, 53, 62 and 65 and to approve Applications 2-25, 27-52, 54-61, 63, 64, and 66-82. Upon vote, motion carried unanimously.

21. Future agenda items. There were no future agenda items.

22. Discussion regarding complaints of harassment of Southwest Park users and authorizing legal action thereon.

Alderson Donovan moved, seconded by Alderson Robinson to enter closed session. Upon roll call vote, motion carried unanimously. Closed session discussion followed. Alderson Donovan moved, seconded by Alderson Crevier, to reconvene in open session. Upon roll call vote, motion carried unanimously. Alderson Donovan moved, seconded by Alderson Boyd to authorize the City Attorney to commence litigation, when appropriate, to prohibit continued harassment of and interference with park users at Southwest Park. Upon vote, motion carried unanimously.

23. Upon motion by Alderson Crevier, seconded by Alderson Bauer, the Common Council adjourned at 9:34 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Defnet
City Clerk-Treasurer

ORDINANCE 12-15

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

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

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

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

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

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

and subsequent definitions renumbered accordingly.

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

(i) Rummage sales as defined in this chapter.

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

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

Adopted by the Common Council of the City of De Pere, this 3rd day of July, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publish: June 7 and June 14, 2012 in the De Pere Journal (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, July 3, 2012** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on proposed amendments to the De Pere Zoning code to include Rummage Sale Regulations in Chapter 14 of the De Pere Municipal Code.

A copy of the proposed revisions are available in the City Clerk's Office and Office of Director of Planning & Economic Development at 335 S. Broadway St., De Pere, WI 54115.

Petitioner: City of De Pere

Dated this 1st day of June, 2012.

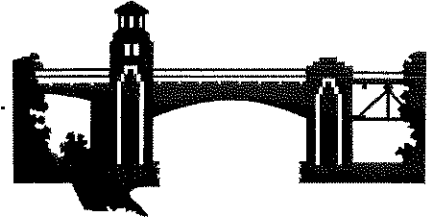
BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Defnet
City Clerk-Treasurer

CITY OF DE PERE

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



July 3, 2012

To: Members of the City Council

From: Ken Pabich, Director of Planning and Economic Development

RE: Recommendations from Plan Commission

At the June 25, 2012 regular meeting of the Plan Commission, the Commission recommended the following:

1. CSM request for a two lot CSM located on American Blvd., Parcel WD-1137 and part of Parcel WD-L492-B. Surveyor: Steve Bieda.

Plan Commission recommended approval.

2. CSM request for a three lot CSM, located on Southbridge Road, Parcels WD-D0033, WD-D0036, and WD-D0037. Surveyor: Steve Bieda.

Plan Commission recommended approval.

3. CSM request for an extraterritorial 4 lot CSM in the Town of Lawrence. Surveyor: Dave Chrouser.

Plan Commission recommended approval.



Memorandum

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

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

Re: Approval of \$250 Donation from the Rotary Club of De Pere

Date: June 26, 2012

At the regular Board of Park Commissioners Meeting of June 21, 2012, the Board recommended approval of the following donation from the Rotary Club of De Pere for \$250.00. The donation is to be used for the Recreation Scholarship Program.

Thank you

LICENSE COMMITTEE RECOMMENDATIONS

July 3, 2012
De Pere, Wisconsin

Recommendations to the Honorable Mayor and Members of the Common Council as approved by the License Committee at their duly convened meeting held on July 3, 2012.

- a) Application for a Temporary Premise Description Change for St. Norbert College, De Pere, WI, July 10 and July 24, 2012. Submitted by St. Norbert College, Inc., Agent: Terrie DuBois, 729 Bascom Way, Green Bay, WI 54311.
- b) Application for a Temporary Premise Description Change for Sidekicks Bar & Grill, 930 Main Ave. De Pere, WI, August 3, 2012. Submitted by DKG Entertainment, LLC, Agent: Denise Gajeski, 846 Elm St., De Pere, WI 54115.

Respectfully Submitted,

License Committee

Shana Defnet
Clerk-Treasurer

ORDINANCE #12-14

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

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

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

by:

1. Repealing §86-3(a) in its entirety and recreating it to read as follows:

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

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

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

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

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

Animal Removal.

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

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

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

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

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

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

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

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

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

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

(2) Permit Required.

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

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

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

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

(3) Keeping of Chickens Allowed.

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

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

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

(4) Public Health Requirements.

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

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

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

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

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

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

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

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of
July, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney 
RE: Ordinance 12-14 Related to Keeping Chickens in the City of De Pere
Date: June 22, 2012

In addition to the proposed Ordinance 12-14 to which this memo is attached, you will also see after this memo, a red-lined version of the chicken keeping ordinance showing the changes made between the time the ordinance went to the Board of Health and the July 3, 2012 Council meeting.

When you look at the red-lined version, it may appear that quite a bit has been changed. While several changes (explained in detail below) are being recommended, the substance of the ordinance does not change. Rather, the revisions involve clearer language and add provisions which make for a more complete ordinance.

Specifically, changes to the previous version were made for several reasons. First, the Board of Health requested that the number of animals allowed be addressed so that no more than six (6) animals are allowed. The Board also expressed some confusion by proposed wording meant to prohibit roosters; so that language has been clarified. Secondly, a state requirement to register the property where chickens are kept with the Department of Agriculture has now been included in the ordinance. Third, some clean-up and language clarification has been accomplished through the insertion of a "definition" section, which makes several of the regulations clearer and easier to understand. Finally, a change to the solid waste ordinance to allow for the disposal of chicken feces in the garbage has been added.

Please let me know if you have any comments or concerns. I can be reached at 339-4042.

JSL:jld

cc: Lawrence Delo, City Administrator

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ORDINANCE #12-14

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

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

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

by:

1. Repealing §86-3(a) in its entirety and recreating it to read as follows:

(a) Unless a permit for keeping chickens has been issued under this chapter for a property parcel, the maximum number of dogs and cats allowed per dwelling unit within the city is four (4). If a permit for keeping chickens has been issued under this chapter for a property parcel, the number of dogs or cats allowed per dwelling unit shall be decreased by the number of chickens permitted on the property parcel so that the number of dogs or cats in the dwelling unit plus the number of chickens permitted on the property parcel do not exceed six (6) animals. In no event shall the number of chickens exceed four (4).

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

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

Section 12: §86-4(a)(1) Prohibited Animals, is hereby amended by deleting the words “fowl” and “chicken” and adding the following: ~~fowl except chickens, and rooster~~rooster, fowl other than chicken (Gallus gallus domesticus), with the remainder of the paragraph the same.

Section 23: §86-5(f) Animal Removal is hereby created to read as follows:

Animal Removal.

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

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

Section 34: §86-5(g) Keeping of Animals is hereby created to read as follows:

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

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

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

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

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

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

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

(12) Permit Required.

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

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

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

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

(23) Keeping of Chickens Allowed.

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

(K) No chicken coop shall be located closer than 25 feet to any principal residential structure on an adjacent lot. No ~~enclosure~~ chicken coop shall be located within any setback area.

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

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

(34) Public Health Requirements.

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

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

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

(45) Permit Revocation. A permit is subject to revocation by the Health Officer upon failure to comply with any provisions of sub. (23) or (34). Such revocation is subject to appeal by the Board of Health. Once a permit is revoked, a permit shall not be reissued.

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

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

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

Section 46: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 57: This ordinance shall be effective on _____, August 1, 2012.

Adopted by the Common Council of the City of De Pere, Wisconsin, this ____ day of _____, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

RESOLUTION #12-72

SETTING FEE FOR CHICKEN PERMIT

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IF FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of July, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes _____

Nays _____

RESOLUTION #12-67

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

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City is grateful to Stephen L. Seidl for his generous donation and authorizes the Mayor and Clerk-Treasurer to execute the Agreement Between the City of De Pere and Stephen L. Seidl as is attached hereto as Exhibit 1, subject to technical changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of July,
2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

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

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

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

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

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

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

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

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

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

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

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

any installation of boat dock improvements after such determination is made shall comply with those statutory requirements.

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

If to City:

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

If to the Donor:

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

Dated this _____ day of _____, 2012.

STEPHEN L. SEIDL

By:

Stephen L. Seidl

CITY OF DE PERE

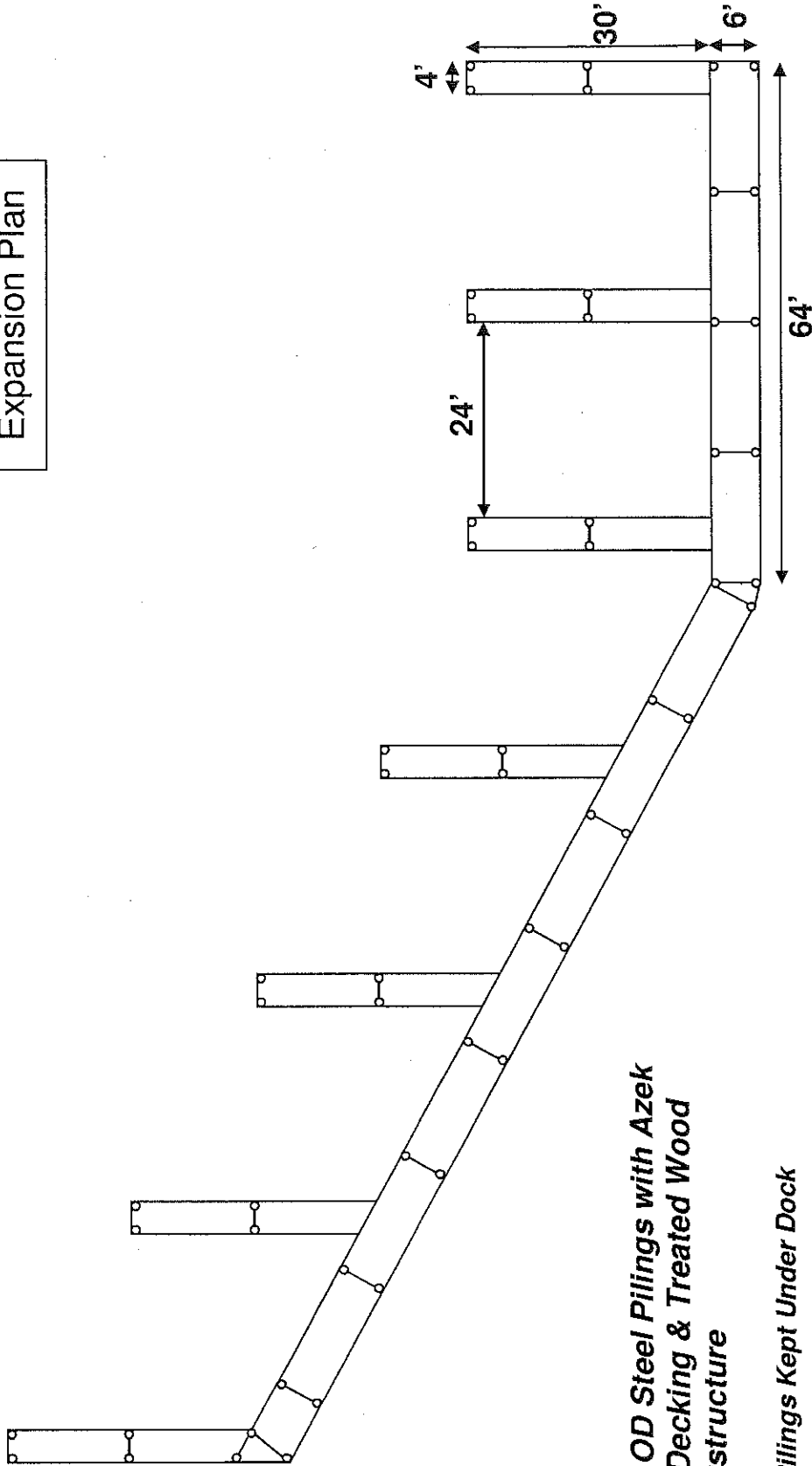
By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

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Expansion Plan



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

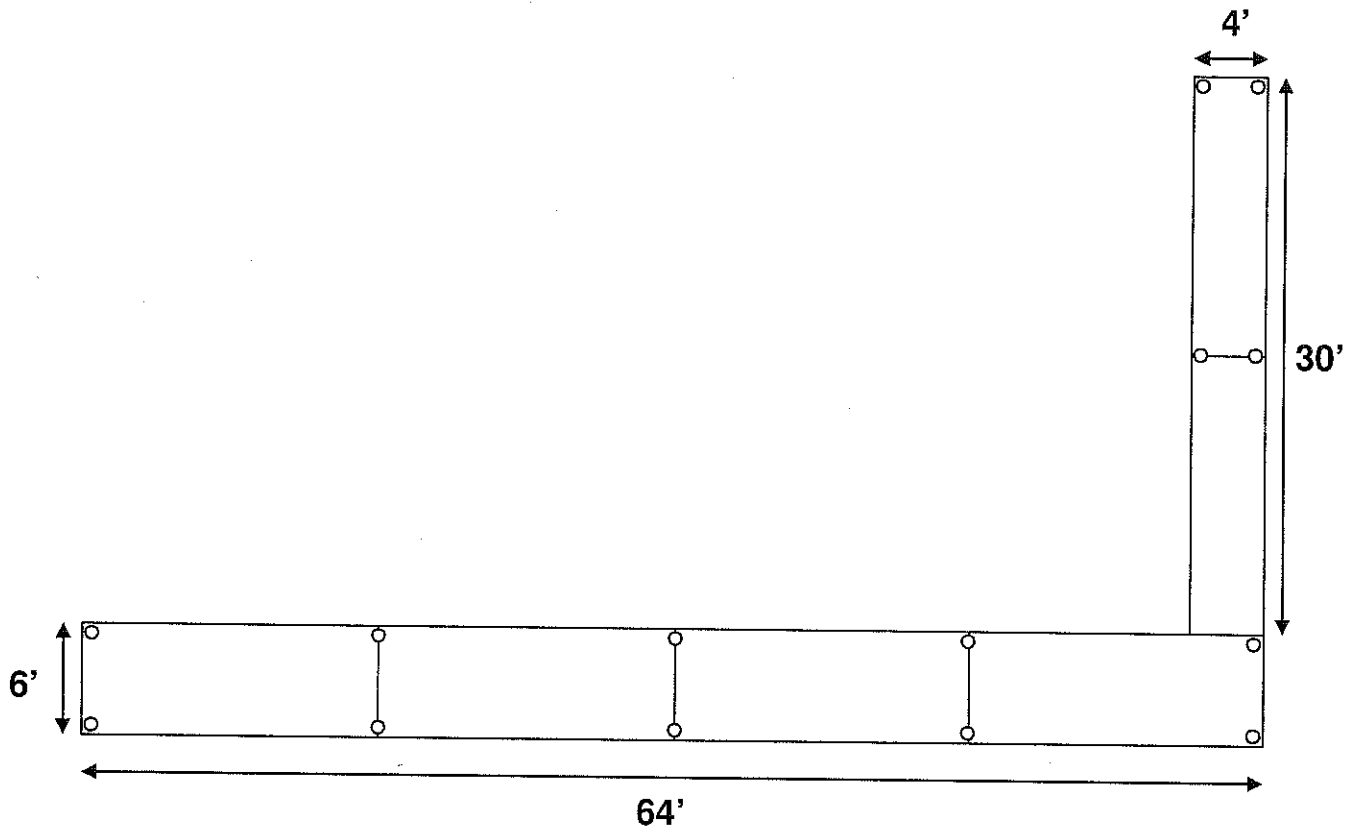
All Pilings Kept Under Dock

□ = 2'



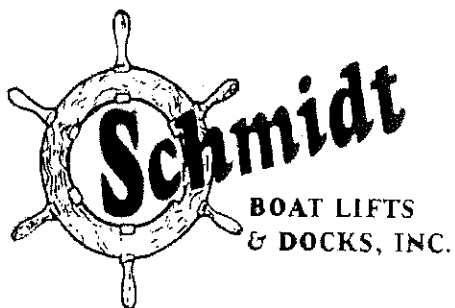
Sketch for:
Lock Hold Area Dock

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



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

All Pilings Kept Under Dock

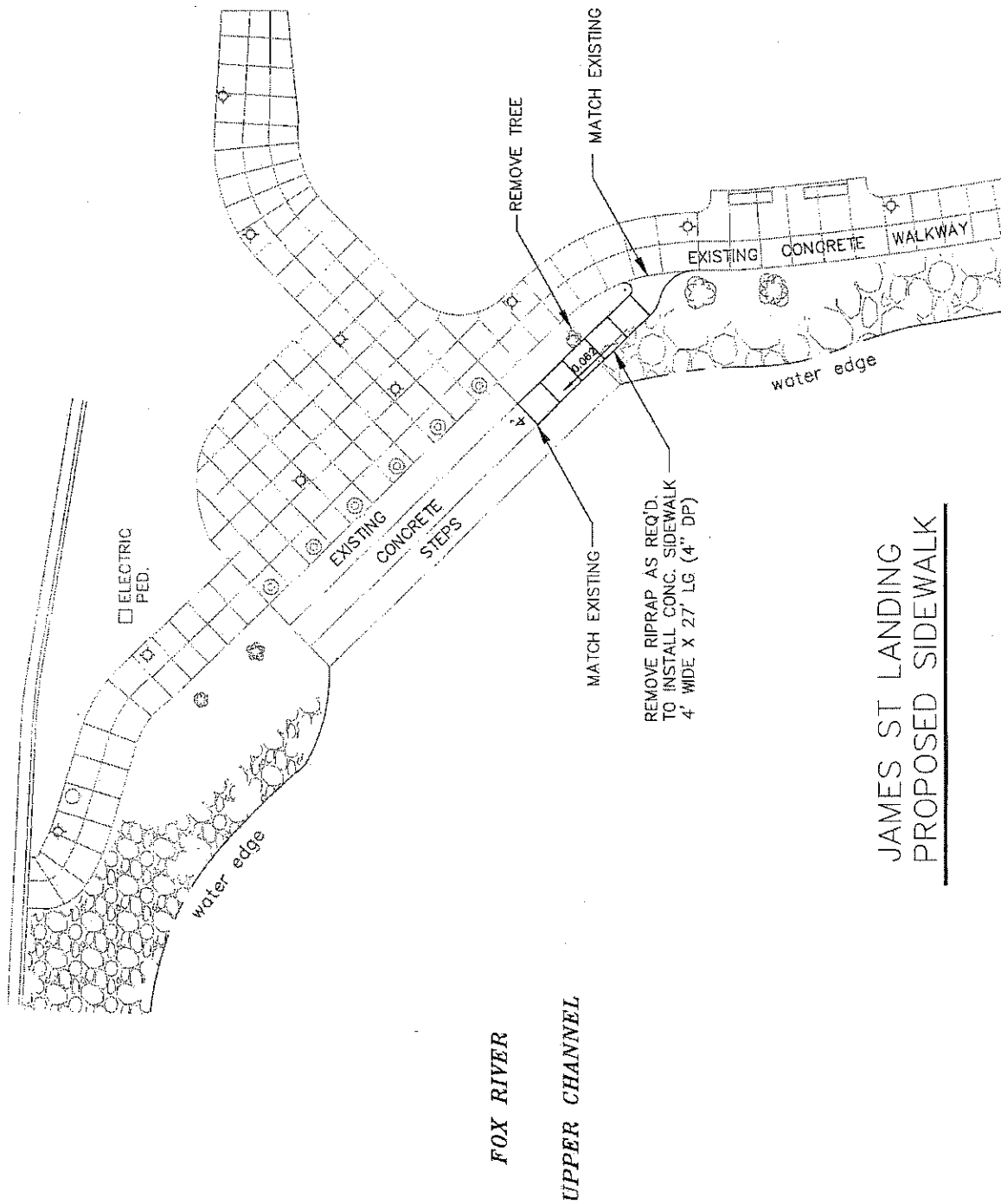


□ = 2'

**Sketch for:
Lock Hold Area Dock**

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

JAMES ST.



FOX RIVER

UPPER CHANNEL

FRONT ST.

ASPHALT TRAIL

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

JAMES ST LANDING
PROPOSED SIDEWALK

REVISED
RESOLUTION #12-27

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

Commencing at Brown County ID Point 30N17.2;

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

thence S25°53'35"W, 679.61 feet to the intersection of the southerly right of way of Nicolet Avenue and the easterly right of way of Glenwood Avenue, the POINT OF BEGINNING;

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

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

thence 83.41 feet along the arc of a 185.00 foot radius curve to the right, having a long chord which bears S21°50'21"W, 82.71 feet along said westerly right of way;

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

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

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

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

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

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

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

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

Section 3. The City Clerk-Treasurer is hereby authorized and directed to file and record this resolution, with the map attached, in the Office of the Register of Deeds for Brown County and to amend the Official Map of the City in conformity with this resolution.

Introduced to the Common Council of the City of De Pere at its regular meeting held on the 4th day of April, 2012.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of July, 2012.

APPROVED:

Michael J. Walsh, Mayor

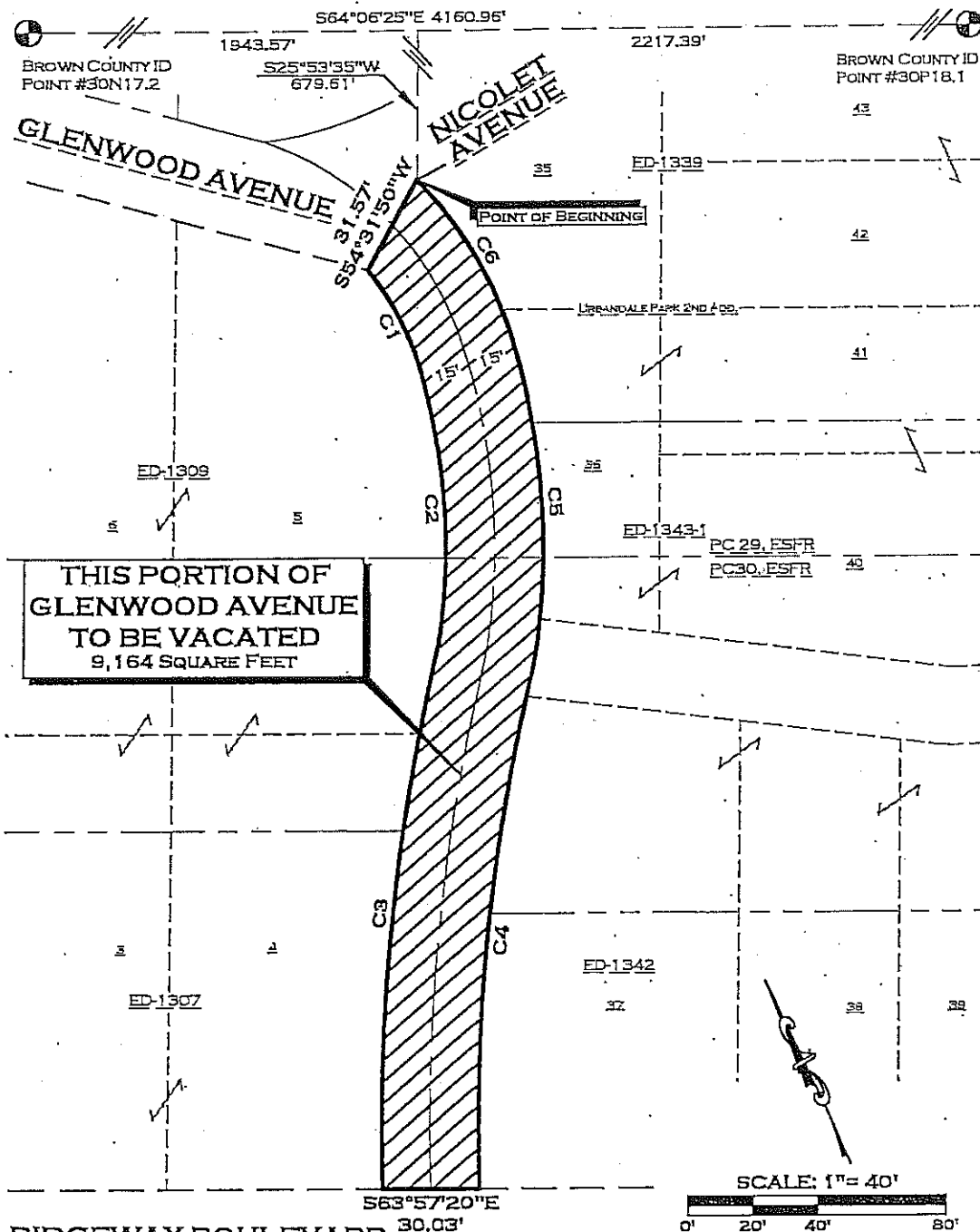
ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

VACATION SKETCH



CURVE #	DELTA	RADIUS	LENGTH	CHORD		TANGENT BEARING	SECOND TANGENT BEARING
				DIRECTION	LENGTH		
C1	24°41'39"	85.00'	36.63'	S01°53'18"E	36.35'	S14°14'07"E	S10°27'31"W
C2	25°49'57"	185.00'	83.41'	S21°50'21"W	82.71'	S08°55'23"W	S34°45'20"W
C3	15°45'23"	615.00'	169.12'	S31°26'51"W	168.59'	S39°19'33"W	S23°34'10"W
C4	15°59'41"	585.00'	163.31'	N31°26'23"E	162.78'	N23°26'33"E	N39°26'13"E
C5	26°03'52"	215.00'	97.81'	N22°03'30"E	96.96'	N35°05'26"E	N09°01'34"E
C6	30°11'34"	115.00'	60.60'	N04°50'44"W	59.90'	N10°15'03"E	N19°56'32"W



ROBERT E. LEE & ASSOCIATES, INC.
 ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
 4564 GOLDEN POND PARK COURT
 HOBART, WI 54155
 PHONE: (920) 652-8641
 FAX: (920) 652-8141
 WWW.RELENC.COM

FILE: R:\D400\10404\10404374\DWG\10404374.VACATION.DWG

PART OF LOT'S 4, 5, 35, 36 AND 37 OF URBANDALE PARK 2ND ADDITION, PART OF VACATED GLENWOOD AVENUE AND PART OF VACATED CRESCENT PLACE, ALL BEING PART OF PRIVATE CLAIMS 29 AND 30, EAST SIDE OF FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN



P.O.B. POINT OF BEGINNING

-  SET 1" X 18" IRON PIPE WITH CAP
WEIGHING 1.38 LBS./LIN. FT.
-  SET PK NAIL W/ WASHER
-  BROWN COUNTY ID Pc

Exhibit B



ROBERT E. LEE & ASSOCIATES, INC.
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4664 GOLDEN POND PARK COURT
HOBART, WI 54155
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FAX: (920) 662-9141

E:\0400\0404\0404374\DWG\0404374CSM.DWG

SHEET 1 OF 7

SURVEYOR'S CERTIFICATE:

I, JAMES R. WESTERMAN, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT BY THE ORDER AND UNDER THE DIRECTION OF THE CITY OF DE PERE, I HAVE SURVEYED, DEDICATED AND MAPPED A PARCEL OF LAND BEING PART LOT'S 4, 5, 35, 36, AND 37 OF URBANDALE PARK 2ND ADDITION, PART OF VACATED GLENWOOD AVENUE AND PART OF VACATED CRESCENT PLACE, ALL BEING PART OF PRIVATE CLAIM'S 29 AND 30, EAST SIDE OF FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT BROWN COUNTY ID POINT 30N17.2;

THENCE S64°06'25"E, 1943.57 FEET ALONG A LINE CONNECTING BROWN COUNTY ID POINT 30N17.2 AND BROWN COUNTY ID POINT 30P18.1;

THENCE S25°53'35"W, 679.61 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF NICOLET AVENUE AND THE EASTERLY RIGHT OF WAY OF VACATED GLENWOOD AVENUE, THE POINT OF BEGINNING;

THENCE S54°31'50"W, 31.57 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF GLENWOOD AVENUE;

THENCE N49°08'20"W, 14.95 FEET ALONG SAID SOUTHERLY RIGHT OF WAY;

THENCE 26.26 FEET ALONG THE ARC OF A 96.50 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS S07°16'37"E, 26.18 FEET;

THENCE 90.05 FEET ALONG THE ARC OF A 172.50 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS S15°28'28.5"W, 89.03 FEET;

THENCE S30°25'48"W, 157.53 FEET;

THENCE 12.89 FEET ALONG THE ARC OF A 619.50 FOOT RADIUS CURVE TO THE LEFT, HAVING A LONG CHORD WHICH BEARS S29°50'02.5"W, 12.89 FEET;

THENCE S72°37'39"W, 10.10 FEET TO THE NORTHERLY RIGHT OF WAY OF RIDGEWAY BOULEVARD;

THENCE S63°57'20"E, 55.34 FEET ALONG SAID NORTHERLY RIGHT OF WAY;

THENCE N17°08'43"W, 12.84 FEET;

THENCE 7.47 FEET ALONG THE ARC OF A 580.50 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS N30°03'40.5"E, 7.47 FEET;

THENCE N30°25'48"E, 157.53 FEET;

THENCE 110.41 FEET ALONG THE ARC OF A 211.50 FOOT RADIUS CURVE TO THE LEFT, HAVING A LONG CHORD WHICH BEARS N15°28'28.5"E, 109.16 FEET;

THENCE 23.19 FEET ALONG THE ARC OF A 135.50 FOOT RADIUS CURVE TO THE LEFT, HAVING A LONG CHORD WHICH BEARS N04°22'59"W, 23.16 FEET;

THENCE N31°25'16"E, 14.11 FEET TO THE SOUTHERLY RIGHT OF WAY OF NICOLET AVENUE;

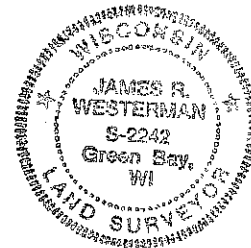
THENCE 10.89 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS S88°36'58.5"W, 10.88 ALONG SAID SOUTHERLY RIGHT OF WAY TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 11,867 SQUARE FEET (0.272 ACRES) OF LAND MORE OR LESS.

THAT THE WITHIN MAP IS A TRUE AND CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION OF IT AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND WITH CHAPTER 14 OF THE GENERAL ORDINANCES OF THE CITY OF DE PERE IN THE SURVEYING, DEDICATING AND MAPPING OF THE SAME.

DATED THIS 3RD DAY OF MAY, 2012.


JAMES R. WESTERMAN RLS #2242
ROBERT E. LEE & ASSOCIATES, INC.



CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH	TANGENT BEARING	SECOND TANGENT BEARING
C1	15°35'32"	96.50'	26.26'	S07°16'37"E	26.18'	S00°31'09"W	S15°04'24"E
C2	29°54'39"	172.50'	90.05'	S15°28'28.5"W	89.03'	S30°25'48"W	S00°31'09"W
C3	1°11'31"	619.50'	12.89'	S29°50'02.5"W	12.89'	S29°14'17"W	S30°25'48"W
C4	0°44'15"	580.50'	7.47'	N30°03'40.5"E	7.47'	N30°25'48"E	N29°41'33"E
C5	29°54'39"	211.50'	110.41'	N15°28'28.5"E	109.16'	N00°31'09"E	N30°25'48"E
C6	9°48'16"	135.50'	23.19'	N04°22'59"W	23.16'	N09°17'07"W	N00°31'09"E
C7	4°09'31"	150.00'	10.89'	S88°36'58.5"W	10.88'	N89°18'16"W	S86°32'13"W



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

OWNER'S CERTIFICATE

AS OWNER'S, WE HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED TO BE SURVEYED, DEDICATED AND MAPPED. WE ALSO CERTIFY THAT THIS CSM IS REQUIRED BY S-236.10 OR S236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF DE PERE

Richard P. Austin

RICHARD P. AUSTIN

Deborah L. Austin

DEBORAH L. AUSTIN

STATE OF WISCONSIN)

Brown COUNTY) SS

PERSONALLY CAME BEFORE ME THIS 16th DAY OF May, 2012, THE ABOVE NAMED TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

S. R. Selissen

NOTARY PUBLIC, STATE OF WISCONSIN

(PRINT NAME) S. R. Selissen

MY COMMISSION EXPIRES: 12-02-12

S. R. SELISSEN
Notary Public
State of Wisconsin

CONSENT OF MORTGAGEE

I, ASSOCIATED BANK, MORTGAGEE OF THE HEREIN DESCRIBED LAND, DO HEREBY CONSENT TO THE SURVEYING, DEDICATING AND MAPPING OF THE LAND DESCRIBED ON THIS PLAT, AND WE DO HEREBY CONSENT TO THE OWNER CERTIFICATE OF RICHARD P. AND DEBORAH L. AUSTIN.

WITNESS THE HAND AND SEAL OF ASSOCIATED BANK, MORTGAGEE, THIS 25th DAY OF May, 2012.

IN THE PRESENCE OF:

Christine A. Tessmann

ASSOCIATED BANK

Christine A Tessmann - Supervisor, Contract Servicing

(PRINT NAME AND TITLE ABOVE)

STATE OF WISCONSIN)

Portage COUNTY) SS

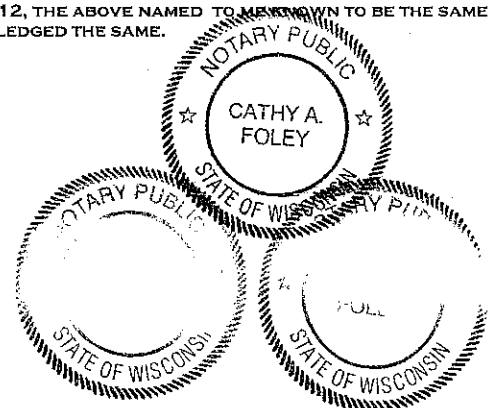
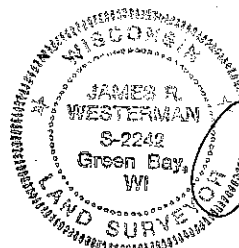
PERSONALLY CAME BEFORE ME THIS 25th DAY OF May, 2012, THE ABOVE NAMED TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

Cathy A. Foley

NOTARY PUBLIC, STATE OF WISCONSIN

(PRINT NAME) Cathy A Foley

MY COMMISSION EXPIRES: 09-01-13



ROBERT E. LEE & ASSOCIATES, INC.
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Kevin M. Pasterski
KEVIN M. PASTERSKI

Susan M. Pasterski
SUSAN M. PASTERSKI

STATE OF WISCONSIN)
Brown COUNTY) SS

PERSONALLY CAME BEFORE ME THIS 8th DAY OF May, 2012, THE ABOVE NAMED TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

S.R. Selissen
NOTARY PUBLIC, STATE OF WISCONSIN
(PRINT NAME) S.R. Selissen

MY COMMISSION EXPIRES: 12-2-12

S. R. SELISSEN
Notary Public
State of Wisconsin

CONSENT OF MORTGAGEE

I, PIONEER CREDIT UNION, MORTGAGEE OF THE HEREIN DESCRIBED LAND, DO HEREBY CONSENT TO THE SURVEYING, DEDICATING AND MAPPING OF THE LAND DESCRIBED ON THIS PLAT, AND WE DO HEREBY CONSENT TO THE OWNER CERTIFICATE OF KEVIN M. AND SUSAN M. PASTERSKI.

WITNESS THE HAND AND SEAL OF PIONEER CREDIT UNION, MORTGAGEE, THIS 18 DAY OF May, 2012.

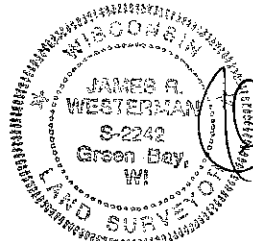
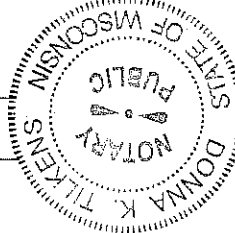
IN THE PRESENCE OF:
Randall C. Glaser
PIONEER CREDIT UNION
Randall C. Glaser, VP of lending
(PRINT NAME AND TITLE ABOVE)

STATE OF WISCONSIN)
Brown COUNTY) SS

PERSONALLY CAME BEFORE ME THIS 18 DAY OF May, 2012, THE ABOVE NAMED TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

Donna K. Tilkens
NOTARY PUBLIC, STATE OF WISCONSIN
(PRINT NAME) Donna K. Tilkens

MY COMMISSION EXPIRES: 2-2-2014



ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES

4664 GOLDEN POND PARK COURT
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PHONE: (920) 662-9641
INTERNET: WWW.RELEEING.COM FAX: (920) 662-9141

OWNER'S CERTIFICATE

AS OWNER'S, WE HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED TO BE SURVEYED, DEDICATED AND MAPPED. WE ALSO CERTIFY THAT THIS CSM IS REQUIRED BY S-236.10 OR S-236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF DE PERE

Mark A. Betz

MARK A. BETZ

Diane E. Betz

DIANE E. BETZ

STATE OF WISCONSIN
Brown COUNTY SS

PERSONALLY CAME BEFORE ME THIS 16th DAY OF May, 2012, THE ABOVE NAMED TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

S.R. Selissen

NOTARY PUBLIC, STATE OF WISCONSIN

(PRINT NAME) S.R. Selissen

MY COMMISSION EXPIRES: 12-02-12

CONSENT OF MORTGAGEE

I, NICOLET NATIONAL BANK, MORTGAGEE OF THE HEREIN DESCRIBED LAND, DO HEREBY CONSENT TO THE SURVEYING, DEDICATING AND MAPPING OF THE LAND DESCRIBED ON THIS PLAT, AND WE DO HEREBY CONSENT TO THE OWNER CERTIFICATE OF MARK A. AND DIANE E. BETZ.

WITNESS THE HAND AND SEAL OF NICOLET NATIONAL BANK, MORTGAGEE, THIS 22nd DAY OF May, 2012.

IN THE PRESENCE OF:

Eric Siudzinski

NICOLET NATIONAL BANK

ERIC SIUDZINSKI, VP

(PRINT NAME AND TITLE ABOVE)

STATE OF WISCONSIN
Brown COUNTY SS

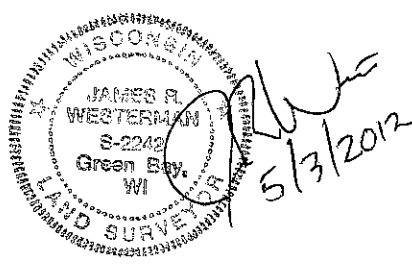
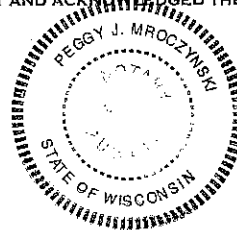
PERSONALLY CAME BEFORE ME THIS 22nd DAY OF May, 2012, THE ABOVE NAMED TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

Peggy J. Mroczynski

NOTARY PUBLIC, STATE OF WISCONSIN

(PRINT NAME) Peggy J. Mroczynski

MY COMMISSION EXPIRES: April 27, 2014



ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES

4664 GOLDEN POND PARK COURT
HOBART, WI 54155
PHONE: (920) 662-9641
INTERNET: WWW.RELEEINC.COM FAX: (920) 662-9141

OWNER'S CERTIFICATE

AS OWNER'S, WE HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED TO BE SURVEYED, DEDICATED AND MAPPED. WE ALSO CERTIFY THAT THIS CSM IS REQUIRED BY S-236.10 OR S236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF DE PERE

Linda M. Nepf
LINDA M. NEPF

STATE OF WISCONSIN)
Brown COUNTY) SS

PERSONALLY CAME BEFORE ME THIS 8th DAY OF May, 2012, THE ABOVE NAMED TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

S.R. Selissen
NOTARY PUBLIC, STATE OF WISCONSIN
(PRINT NAME) S.R. Selissen

MY COMMISSION EXPIRES: 12-2-12

S. R. SELISSEN
Notary Public
State of Wisconsin

CONSENT OF MORTGAGEE

I, WELLS FARGO BANK, N.A., MORTGAGEE OF THE HEREIN DESCRIBED LAND, DO HEREBY CONSENT TO THE SURVEYING, DEDICATING AND MAPPING OF THE LAND DESCRIBED ON THIS PLAT, AND WE DO HEREBY CONSENT TO THE OWNER CERTIFICATE OF LINDA M. NEPF.

WITNESS THE HAND AND SEAL OF WELLS FARGO BANK, N.A., MORTGAGEE, THIS 15th DAY OF June, 2012.

IN THE PRESENCE OF:

Ralph L. Hall
WELLS FARGO BANK, N.A.
Ralph L. Hall, Vice President
(PRINT NAME AND TITLE ABOVE)

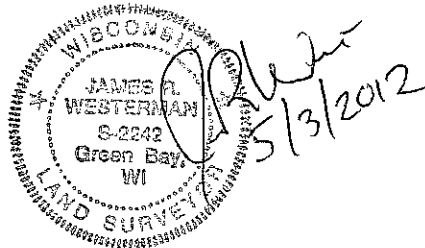
Maryland
STATE OF ~~WISCONSIN~~
~~BROWN~~ COUNTY) SS
Frederick

PERSONALLY CAME BEFORE ME THIS 15th DAY OF June, 2012, THE ABOVE NAMED TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

Melinda F. Smith
NOTARY PUBLIC, STATE OF ~~WISCONSIN~~
Maryland
(PRINT NAME) Melinda F. Smith



MY COMMISSION EXPIRES: 03/26/2014



ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
4664 GOLDEN POND PARK COURT
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OWNER'S CERTIFICATE

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Julie Anne Kress
JULIE ANNE KRESS

STATE OF WISCONSIN
Brown COUNTY SS

PERSONALLY CAME BEFORE ME THIS 7th DAY OF MAY, 2012, THE ABOVE NAMED TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

S.R. Selissen
NOTARY PUBLIC, STATE OF WISCONSIN
(PRINT NAME) S.R. Selissen

MY COMMISSION EXPIRES: 12-5-12

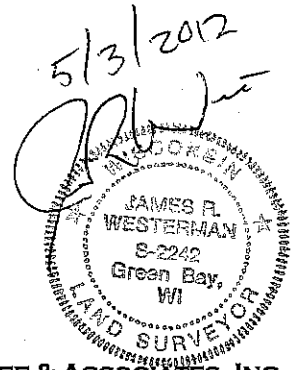
S. R. SELISSEN
Notary Public
State of Wisconsin

CITY BOARD APPROVAL CERTIFICATE

APPROVED BY THE CITY OF DE PERE THIS _____ DAY OF _____, 2012.

SHANA L. DEFNET, CLERK-TREASURER

Office of the Register of Deeds Brown County, Wisconsin	
Received for Record _____, 20	
at _____ o'clock _____ M and recorded as	
Document # _____ in	
Volume _____ of _____ on Page _____	
Cathy Williquette, Register of Deeds	



ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
4664 GOLDEN POND PARK COURT
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FAX: (920) 662-9141

RESOLUTION #12-73

AUTHORIZING AGREEMENT REGARDING THE SALE/PURCHASE
AND OPTION TO PURCHASE CERTAIN PROPERTY BETWEEN
THE CITY OF DE PERE AND LISK A ENTERPRISES, LLC

WHEREAS, City owns certain property within its corporate limits known as the Southbridge Business Park, and wishes to develop a portion of this Business Park; and

WHEREAS, Liska Enterprises, LLC desires to enter into an agreement to purchase an approximate 4.0+/- acre parcel for the purpose of constructing their corporate headquarters and manufacturing building and for an option to purchase an additional 4.0+/- acre parcel adjacent thereto for future expansion; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Agreement Regarding the Sale/Purchase and Option to Purchase Certain Property as is attached as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of July, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT REGARDING THE SALE/PURCHASE AND
OPTION TO PURCHASE CERTAIN PROPERTY BETWEEN THE
CITY OF DE PERE AND LSKA ENTERPRISES, LLC**

THIS AGREEMENT, made and entered into this ____ day of _____, 2012, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Liska Enterprises, LLC, a Wisconsin limited liability company ("Developer").

RECITATIONS

WHEREAS, City owns certain property within its corporate limits known as the Southbridge Business Park, and wishes to develop a portion of this Business Park; and

WHEREAS, Developer desires to enter into an agreement to purchase an approximate 4.0+/- acre parcel for the purpose of constructing their corporate headquarters and manufacturing building and for an option to purchase an additional 4.0+/- acre parcel adjacent thereto for future expansion; and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District No. 6 (the "District") and adopted a Project Plan (the "Project Plan") for the District authorizing the expenditure of funds within the District; and

WHEREAS, Developer's intended building development is consistent with the Project Plan and will be beneficial to the City; and

WHEREAS, Developer's ability to develop the office and manufacturing complex is contingent upon the City's providing financial and other assistance to Developer on the terms set forth in this Agreement; and

WHEREAS, City desires to provide such financial assistance and to promote this development.

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

I. PURCHASE OF REAL ESTATE. Developer agrees to purchase, and City agrees to sell, the approximate 4.0 acre parcel of real estate shown as Lot 1 on the Preliminary Certified Survey Map (CSM) which is attached hereto as Exhibit A. Such parcel is identified on Exhibit A and as the "Fee Parcel."

A. Purchase Price. The purchase price for the Fee Parcel shall be One Hundred Sixty Thousand Dollars (\$160,000).

B. Municipal Improvements and Utilities. The purchase price for the Fee Parcel covers and includes the following municipal improvements: concrete street, curb, gutter, storm sewer, sanitary sewer, municipal water, and by the following private utility improvements: electric service, natural gas and telecommunication services. All of such improvements and utilities shall be available from and located in and along the entire length of the City right-of-way and applicable utilities easements along American Court. The purchase price however is not intended to and does not cover extension of municipal improvements from their location in City right-of-way onto the Fee Parcel.

C. Earnest Money. City acknowledges the receipt of earnest money from Developer in the amount of \$500. Such earnest money shall be credited against the purchase price upon closing on the property. Should the property sale fail to close for reasons not attributable to the City, the earnest money shall be forfeited to City.

II. CLOSING PROCEDURE. Closing shall take place on or before _____ at De Pere City Hall unless the parties otherwise agree in writing. The following constitute

contingencies and conditions precedent to Developer's obligation to close on its purchase of the Fee Parcel, each of which must be satisfied or waived in writing by Developer prior to closing:

A. Obligation to Close. City shall take all steps required and necessary to have the Preliminary CSM (Exhibit A) approved and recorded in the Brown County Register of Deeds office. Developer shall be provided a copy of such recorded CSM.

B. Evidence of Title/Title Defects. The City shall at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such title insurance to Developer at least five (5) days prior to closing. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be marketable. City shall cause, at its cost and expense, satisfy all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option.

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

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

1. Municipal and zoning ordinances providing the same do not restrict or interfere with the intended use of the property.
2. Easements of record provided the same do not restrict or interfere with the intended use of the property.
3. Obligations contained in this Agreement.

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

III. OPTION TO PURCHASE

A. In consideration of, and contingent upon, the annual payment of \$2,000 (\$500/acre x 4.0/acres) commencing the date of this Agreement and due and payable on or before the anniversary thereof for the following two (2) years, City grants Developer a thirty-six (36) month option to purchase the 4.0 acre parcel described in Exhibit A as "Lot 2", and hereinafter referred to as "the Option Parcel".

B. Option Period. The thirty-six (36) month option period shall run from the date of this Agreement. Developer shall have an exclusive option to purchase the Option Parcel and City shall not convey any right, title, or interest to the Option Parcel without the written consent or waiver of Developer. It is specifically understood that any rights to the Option Parcel are contingent upon Developer's compliance with this section and the timely payment of the above referenced option fee.

C. Failure to Pay Annual Option Fee. If Developer fails to make timely payment of the option fee, City shall be released of all obligations in regard to Developer and the Option Parcel and may market and convey the Option Parcel without any notice or consent of Developer.

D. Exercise of Option. Upon service of written notice to City, the parties shall set a mutually agreeable date for closing not more than sixty (60) days from the date of receipt of such notice. The purchase price for the Option Parcel shall be forty thousand dollars (\$40,000) per acre. Said purchase price shall cover all municipal improvements located adjacent to the site, including concrete paving, curb and gutter, lighting, natural gas, storm sewer, sanitary sewer and municipal water. No assessment will be made to the Option Parcel for these public improvements. This paragraph shall not limit the City's ability to assess the Option Parcel for future public improvements. All option fees paid by Developer will be credited to the purchase price at closing.

E. Warranties. The warranties and representations made by City covering Utilities (I.B), Evidence of Title (II.B), Closing Costs (II.C), Conveyance of Title (II.D), Access Prior to Closing (II.E), and Environmental Warranties and Indemnities (IV.), regarding the Fee Parcel are likewise made with respect to the Option Parcel.

IV. ENVIRONMENTAL WARRANTIES AND INDEMNITIES.

A. Environmental Condition of Property. City has forwarded to Developer a Phase I Environmental Audit of the Fee Parcel. At the time of purchase of the property, the City made reasonable inquiries into the use of the property and was informed that during the time of the party's prior ownership, the Fee Parcel was used as farm land. Based on the results of those inquiries and information supplied to date, City represents as follows:

1. **Past Use of Property.** To the best of its knowledge, no portion of the Fee Parcel has ever been used:
 - (a) In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of the United States pursuant to Wisconsin Statutes, or 33 U.S.C. 1241, et seq.
 - (b) For treatment, collection, storage, or disposal of any refuse, objectionable waste, or material in a manner inconsistent with regulations issued by the Wisconsin Department of Natural Resources pursuant to Wisconsin Statutes, or requiring a permit thereunder.
 - (c) For the generation, transport, treatment, storage, or disposal of any hazardous waste subject to regulation under Wisconsin Statutes, or 42 U.S.C. 6901, et seq.
 - (d) For the manufacture, processing, distribution in commerce, use, or disposal of any toxic substance, including, particularly, PCB's and asbestos, subject to regulations under 15 U.S.C. 2601, et seq.
 - (e) For any underground storage tanks subject to regulation under Wis. Admin. Code Chapter ILHR 10.
 - (f) For any injection well, dry well, or similar facility subject to regulation pursuant to Wisconsin Statutes, or 42 U.S.C. 300H, et seq.

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

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

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

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

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

V. CITY OBLIGATIONS

A. The City agrees to make two grants (collectively, the "Project Grants," and

individually, a "Project Grant") to defray the costs of the office building development.

The aggregate amount of the Project Grants shall be \$300,000, on the following schedule:

- (1) Project Grant #1: \$150,000 upon completion of building foundation
- (2) Project Grant #2: \$150,000 upon issuance of the building Certificate of Occupancy

B. The aggregate amount of the Project Grants is premised upon the completed office building and the land upon which it is located having an Assessed Value for real property tax purposes of not less than \$750,000 as of January 2, 2013 and not less than \$1,500,000 as of January 2, 2014. If the Assessed Value of the office building and land as of either date is less than stated above, Developer and its successors and assigns, agrees to make payment to City in lieu of taxes as provided in Section V.B. below.

VI. DEVELOPER OBLIGATIONS

A. Construction

1. Site Plan. Developer shall submit a site plan, including all fencing, landscaping, lighting, signage, off-street parking, off-street loading, building design, facade materials, improvement layout (site drainage, utilities and erosion control), accessory building or structures, and any other information related to the construction and appearance of the site and building and any accessory buildings or structures thereon which may be reasonably required by City. Said plan shall be submitted to City for approval not more than six (6) months after the date of closing on the parcel and prior to any construction. Approval and review of such plan shall be based on the City's Planning and Development Standards for

the Business Park and may be subject to additional reasonable conditions imposed at the reasonable discretion of the City. If the provisions of this paragraph are not complied with, the City may proceed as provided in Section V.C., paragraph 3, below.

2. Developer to Substantially Improve. Developer shall substantially develop the building and improvements on the property in accordance with the plan submitted to the City within twelve (12) months of the closing of the property. Substantial development as used in this Agreement shall be the actual and substantial construction of permanent structures in compliance with all plans required by this Agreement. In addition, Developer must give meaningful and satisfactory assurance to City that the completion of the construction in compliance with the approved plan shall be accomplished within a reasonable time, taking into consideration the normal industry standards for the type and complexity of construction involved. Determination of substantial development is to be at the reasonable discretion of City.

3. Failure to Submit Site Plan or Substantially Develop. If, in the reasonable discretion of City, Developer has not complied with the provisions of paragraphs 1 or 2, above, City may, by certified mail, inform Developer of such failure. If after sixty (60) days of mailing of such notice, Developer has still not submitted a satisfactory plan or substantially developed the property in compliance with the site plan, City may repurchase the property for the price actually paid for the property

less any real property taxes due or liens or judgments of record. If repurchase is made under this section, all improvements to the real property shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the Fee Parcel as a result or consequence of Developer's ownership or construction efforts thereon. If Developer is delayed from achieving substantial development as required in this Agreement and as referred to in this paragraph due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or force majeure, the rescission and repurchase provision of this paragraph shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City at law.

4. Repurchase Closing. Closing for repurchase as contemplated in Section V.A., paragraph 3, above, shall occur not less than sixty (60) days from the date of termination of the notice referred to therein, unless another time is specifically agreed upon by the parties. At such closing, Developer shall, at its own expense, extend the title insurance previously supplied by the City, naming the City as owner and shall remove any and all encumbrances not present on the title at the time of the original closing. Title shall be conveyed by warranty deed to the City and Developer shall pay all closing costs and filing fees.

B. Guarantee of Value. Developer warrants that as of January 2, 2013, the value of the Office Building and land shall not be less than \$750,000 and as of January 2,

2014, not less than \$1,500,000 (individually, the Guaranteed Value and collectively, the Guaranteed Value). Developer, for itself, its successors and assigns, agrees that should the Assessed Value in 2013 be less than the Guaranteed Value or should the Assessed Value in 2014 be less than the Guaranteed Value, it will make a payment in lieu of tax to City (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the Guaranteed Value. Such Deficit Payment shall be determined as follows:

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

C. Developer, for itself, its successors and assigns, hereby waives all rights during the life of the District to appeal the Assessed Value of the Office Building and land below the value at which the Office Building and land is assessed as of January 2, 2014.

D. For the duration of the statutory life of the District, Developer hereby agrees, for itself, its successors and assigns, that it shall not, without the prior written consent of the City, sell or lease any portion of the Fee Property to an entity whereby

such sale or lease would cause such portion of the Fee Parcel to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developer's successors and assigns. Developer further agrees it will place a restriction in any deed conveying the Fee Parcel during the duration of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Fee Parcel or any portion thereof to become tax exempt. Should the Office Building and/or Property nevertheless become tax exempt, Developer, for itself, its successors and assigns, hereby agrees that payment in lieu of tax shall then be made by the owner of the Fee Parcel in accordance with the process set out above.

VII. DEFAULT PROVISIONS.

A. Breach and Cure. Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. If either party believes that such provision has been breached, it shall supply the other party with written notice, informing the other party that it has fifteen (15) days to cure such breach. If there is no cure of that breach, the party may bring any action available for any remedy provided in law or equity.

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

party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VIII. MISCELLANEOUS.

A. Obligations to run with the land. The obligations contained herein shall run with the land and are binding on all subsequent owners of the Fee Parcel as applicable. This Agreement and any amendment thereto shall be recorded with the office of the Brown County Register of Deeds.

B. Assignment. Developer may assign this agreement in its entirety only upon written notice of Assignment to City, including acknowledgement by the assignee of the obligations contained in this agreement and consent to the same.

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

D. Notices. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and

communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark.

1. If to Developer:

Liska Enterprises, LLC
7244 Pleasant View Rd
Morrison, WI 54126

2. If to City:

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

With a copy to:

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

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

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

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

LISKA ENTERPRISES, LLC
By:

CITY OF DE PERE

Print Name:
Title:

Michael J. Walsh, Mayor

Print Name:
Title:

Shana L. Defnet, Clerk-Treasurer

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____
day of _____, 2012, the above
named _____ and

known as the person(s) who executed the
foregoing instrument and acknowledge
the same.

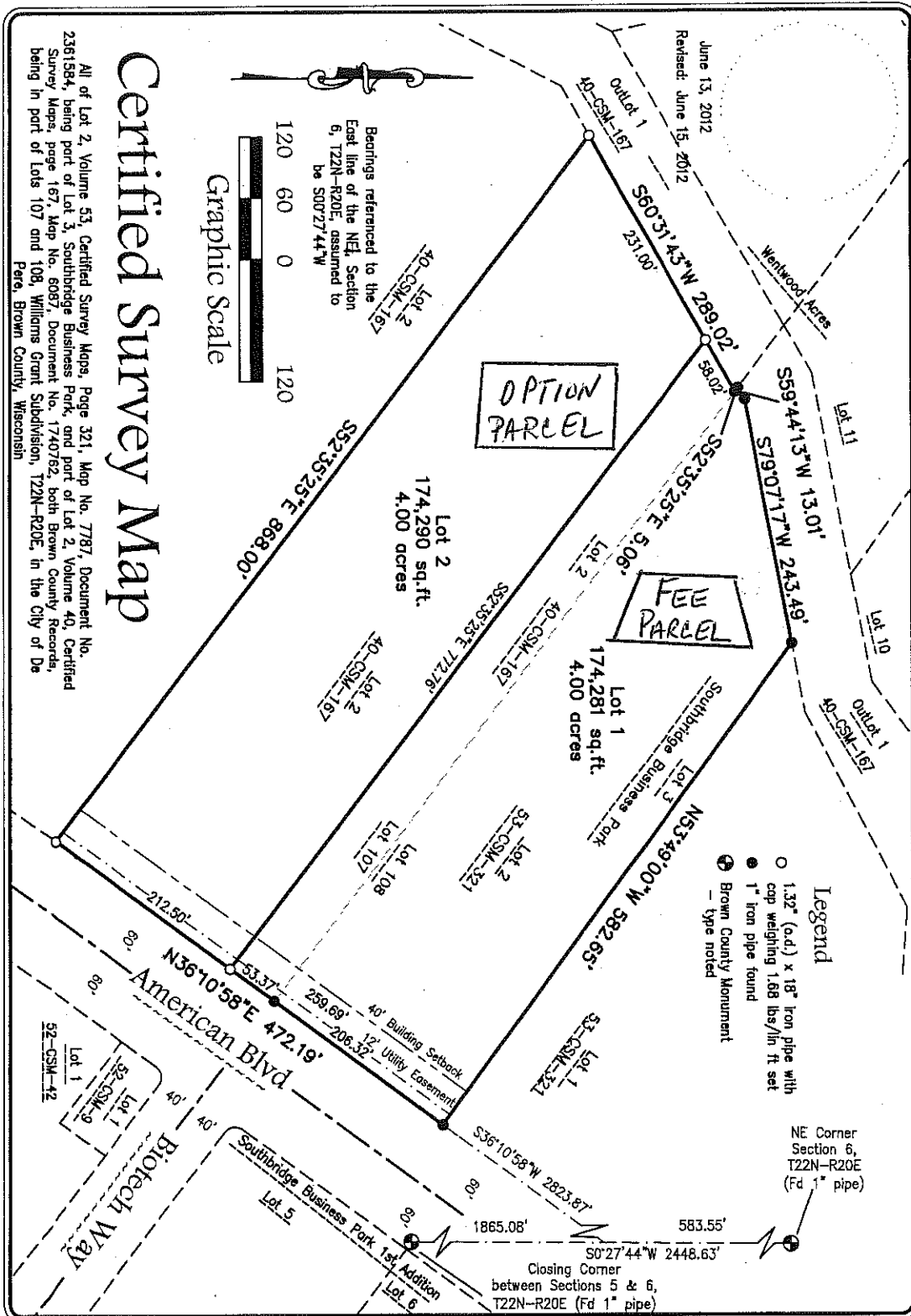
Personally came before me this _____
day of _____, 2012, the above
named Michael J. Walsh, Mayor and
Shana L. Defnet, Clerk-Treasurer.
known as the persons who executed
the foregoing instrument and
acknowledge the same.

Notary Public:
My Commission expires: _____

Notary Public:
My Commission expires: _____

Drafted by: Judith Schmidt-Lehman

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Client: City of De Pere Drafted By: JMP File: M-8912CSM 061212.dwg	Scale: 1"=120' Tax Parcel Number WD-1137-1, WD-L492-B	Mau & Associates LAND SURVEYING & PLANNING CIVIL & WATER RESOURCE ENGINEERING Phone: 920-434-9570 Fax: 920-434-9572	Sheet One of Three Project No.: M-8912 Drawing No.: L-8187
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Exhibit A

RESOLUTION #12-74

AUTHORIZING UTILITY EASEMENT AND ASSIGNMENT OF
STORM WATER DRAINAGE EASEMENT FROM
LANDSBOROUGH COURT PROPERTY OWNERS ASSOCIATION, LTD.

WHEREAS, Resolution #11-107 approved the request of the Landsborough Court Property Owners Association, LTD ("the Association") for the City to assume ownership of the private sanitary sewer, storm sewer and water main improvements serving the condominium properties; and

WHEREAS, the City has requested that the Association convey utility easement rights to the City for purposes of operating, maintaining, repairing and replacing the sanitary sewer, storm sewer and water main; and

WHEREAS, the Utility Easement Agreement and Assignment of Storm Water Drainage Easement to the City 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 Agreement and Assignment of Storm Water Drainage 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 3rd day of July,
2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**UTILITY EASEMENT AGREEMENT AND
ASSIGNMENT OF STORM WATER DRAINAGE EASEMENT**

THIS UTILITY EASEMENT AGREEMENT AND ASSIGNMENT OF STORM WATER DRAINAGE EASEMENT (this "Agreement"), is made and entered into this _____ day of _____, 2012, by and among, **LANDSBOROUGH COURT PROPERTY OWNERS ASSOCIATION, LTD.**, a Wisconsin non-stock corporation (the "Association"), **THE CITY OF DE PERE, WISCONSIN** (the "City"), **MARANATHA WORD OF FAITH WORLD OUTREACH CENTER, INC.**, as the owner of Unit 1 of the Condominium, **CARL W. MANNS AND MARY A. MANNS REVOCABLE TRUST**, as the owner of Unit 2 of the Condominium, **JAMES I. AND CORRINNE M. JEFFERS REVOCABLE TRUST OF 1997**, as the owner of Unit 3 of the Condominium, **PATRICIA M. CARLSON**, as the owner of Unit 4 of the Condominium, **ROBERT H. AND JUDITH J. WEAVER**, as the owners of Unit 5 of the Condominium, **ANNE K. HUGHSON**, as the owner of Unit 6 of the Condominium, **DALE C. AND KELLY L. LUBERDA**, as the owners of Unit 7 of the Condominium, **MURRAY AND ANNE BASTEN LIVING TRUST OF 2008**, as the owner of Unit 8 of the Condominium, **RONALD J. AND JUDITH M. HERNKE**, as the owners of Unit 9 of the Condominium, **RICHARD J. AND JOAN A. LEITNER**, as the owners of Unit 10 of the Condominium, **VALESANO LIVING TRUST**, as the owner of Unit 11 of the Condominium, **MARY L. ANDERSON REVOCABLE TRUST**, as the owner of Unit 12 of the Condominium, **LA VERN R. PAHL AND SUZANNE M. PAHL REVOCABLE TRUST OF 2000**, as the owner of Unit 13 of the Condominium, and **SHARI L. LAMERS**, as the owner of Unit 14 of the Condominium (collectively the "Unit Owners").

WITNESSETH

WHEREAS, the Condominium Declaration of Conditions, Covenants, Restrictions and Easements For Landsborough Court Condominium was recorded with the Brown County Register of Deeds on December 1, 1997, as Document No. 1582829, and amended by an Affidavit for Landsborough Court Condominium, recorded with the Brown County Register of Deeds on January 2, 1998, as Document No. 1588307, and further amended by a First Amendment to Condominium Declaration of Conditions, Covenants, Restrictions and Easements for Landsborough Court Condominium, recorded with the Brown County Register of Deeds on October 24, 2008, as Document No. 2390680 (collectively the "Declaration"); and

WHEREAS, the Condominium Plat of Landsborough Court Condominium was recorded with the Brown County Register of Deeds on December 1, 1997, in Volume 2 of Condominium Plats at Page 142 as Document No. 1582828 (the "Plat"); and

WHEREAS, the Declaration and the Plat, as applied to the real property described therein, created Landsborough Court Condominium (the "Condominium"), which Condominium consists of the units and appurtenant common elements located in the City of De Pere, Brown County, Wisconsin as described on the attached **EXHIBIT A** (the "Landsborough Property"); and

WHEREAS, the Association is the condominium association for the Unit Owners of the Condominium; and

WHEREAS, pursuant to Section 703.15(3)(b)(5) of the Wisconsin Statutes, the Association has the power to grant easements through or over the common elements of the Condominium; and

WHEREAS, pursuant to Resolution #11-107 adopted by the Common Council of the City on November 15, 2011, the City has agreed to assume ownership of, and responsibility for the operation, maintenance, repair and replacement of, certain components of the sanitary sewer, water and storm sewer systems appurtenant to the Landsborough Property (collectively the "Systems"); and

WHEREAS, the Association and the Unit Owners wish to grant to the City, certain utility easement rights for purposes of operating, maintaining, repairing and replacing the Systems; and

WHEREAS, the Association and the Unit Owners wish to assign to the City, all of their right, title and interest under that certain Declaration of Storm Water Drainage Easement and Restrictive Use Covenant dated August 8, 1997, and recorded with the Office of the Register of Deeds for Brown County, Wisconsin, on August 11, 1997, as Document No. 1565146 (the 'Storm Water Drainage Easement'), which Storm Water Drainage Easement benefits the Landsborough Property and encumbers the adjacent real property located in the Town of Ledgeview, Brown County, Wisconsin, as more particularly described on EXHIBIT B.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE I **UTILITY EASEMENT**

1.1. Grant by the Association. The Association and the Unit Owners hereby grant to the City, and its licensees, a perpetual easement and right-of-way to construct, reconstruct, maintain, operate, supplement, repair, remove and replace the Systems and their components, and other related fixtures, equipment, and appurtenances that may from time to time be required, with the right of ingress and egress for the purpose of this grant, over such portion of the Landsborough Property as identified by the shaded area on the attached EXHIBIT C (the "Landsborough Easement Area"). All improvements shall be located below grade to the extent possible. The City shall notify any affected Unit Owners to the extent possible and in accordance with City practice, before disturbing the surface of the Landsborough Easement Area, except in the event of an emergency.

1.2. Consistent Uses Allowed. The Association and the Unit Owners reserve the right to use the Landsborough Easement Area for purposes that will not interfere with the City's use of the easement rights granted in this Agreement. No under-surface sprinkler or water system and no structure shall be placed within the easement area.

1.3. Restoration of Surface. The City shall be responsible for restoration of the surface disturbed by any operation, maintenance, repair or replacement by the City of any equipment located within the Landsborough Easement Area consistent with City operations and practice to its condition before the disturbance.

1.4. Covenants Run with Land. All terms and conditions in this Article I, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by and against the City, the Association, the Unit Owners, and their respective successors and assigns.

ARTICLE II **ASSIGNMENT OF STORM WATER DRAINAGE EASEMENT**

2.1. Assignment of Rights. The Association and the Unit Owners hereby assign to the City, all of their right, title and interest under the Storm Water Drainage Easement.

2.2. Assumption of Obligations. The City hereby accepts the assignment set forth in Section 2.1 above, and assumes the obligations of the Association and the Unit Owners under the Storm Water Drainage Easement.

ARTICLE III **GENERAL PROVISIONS**

3.1. Indemnification. The Association shall indemnify the City from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the City's activities conducted on the Landsborough Property, regardless of the cause of the injury, except to the extent caused by the gross negligence or misconduct of the City or its agents or employees.

3.2. Non-Use. Non-use or limited use of the property or rights conveyed or granted in this Agreement shall not prevent the receiving or benefiting party from later use of the property or rights to the fullest extent authorized in this Agreement.

3.3. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

3.4. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and

acknowledged by all parties affected by such change and duly recorded in the office of the Register of Deeds of Brown County, Wisconsin.

3.5. Notices. All notices to any party to this Agreement shall be delivered in person or sent by U.S. mail, postage prepaid, to the other parties at those parties' last known addresses. If the other parties' addresses are not known to the party desiring to send a notice, the party sending the notice may use the addresses to which the other parties' property tax bills are sent.

3.6. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

3.7. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

3.8. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief.

Dated this 10 day of June, 2012.

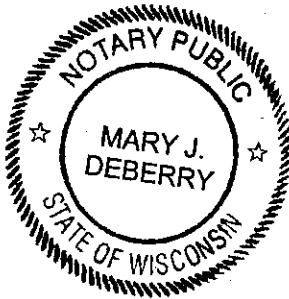
**LANDSBOROUGH COURT PROPERTY
OWNERS ASSOCIATION, LTD.**

By: Michael Hale
Michael Hale, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF BROWN)

Personally came before me this 10th day of June, 2012, the above-named Michael Hale, who acknowledged himself to be the president of Landsborough Court Property Owners Association, Ltd. and to me known to be the person who executed the foregoing instrument and acknowledged the same.



Mary J. DeBerry
Mary J. DeBerry (Print Name)
 Notary Public, State of Wisconsin
 My Commission: 9-13-2015

CITY OF DE PERE

By: Michael J. Walsh, Mayor

By: Vicki Scray, Deputy Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF BROWN)

Personally came before me this ____ day of _____, 2012, the above-named Michael J. Walsh, who acknowledged himself to be the Mayor of the City of De Pere and to me known to be the person who executed the foregoing instrument and acknowledged the same.

(Print Name)
Notary Public, State of Wisconsin
My Commission: _____

STATE OF WISCONSIN)

) SS.

COUNTY OF BROWN)

Personally came before me this ____ day of _____, 2012, the above-named Vicki Scray, who acknowledged herself to be the Deputy Clerk of the City of De Pere and to me known to be the person who executed the foregoing instrument and acknowledged the same.

(Print Name)

Notary Public, State of Wisconsin

My Commission: _____

EXHIBIT A
LANDSBOROUGH PROPERTY

Units 1 through 14 of Landsborough Court Condominium, created by a "Condominium Declaration of Conditions, Covenants, Restrictions and Easements for Landsborough Court Condominium" recorded on December 1, 1997, in the Office of the Register of Deeds for Brown County, Wisconsin, as Document No. 1582829, and by its Condominium Plat.

EXHIBIT B
STORM WATER DRAINAGE PROPERTY

Commencing at the southwest corner of Section 27, T23N-R20E; thence S89°35'54"W, 52.84 feet to the easterly right-of-way of Fox River Drive; thence N16°53'00"E, 890.86 feet along said right-of-way to the northwest corner of Lot 1, Volume 1, Certified Survey Maps, page 563, Brown County Records; thence S60°26'09"E, 475.29 feet along the north line of said certified survey map; thence S63°16'48"E, 47.21 feet to the point of beginning, thence S28°19'04"W, 120.00 feet to the point of ending.

EXHIBIT C
LANDSBOROUGH EASEMENT AREA

[SEE ATTACHED]

UNIT OWNER OF UNIT 1

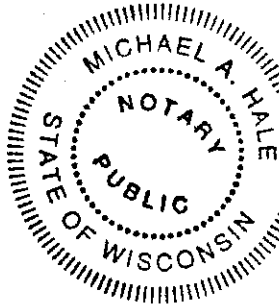
MARANATHA WORD OF FAITH WORLD
OUTREACH CENTER, INC.

Dated: June 11/12

By: Lydia Schou
President

STATE OF WISCONSIN)
) SS.
COUNTY OF BROWN)

Personally came before me this 11 day of June, 2012, the above-named Lydia Schou to me known to be the person who executed the foregoing instrument and acknowledged the same.



Michael A. Hale
Michael A. Hale (Print Name)
Notary Public, State of Wisconsin
My Commission: 5-11-2014

UNIT OWNER OF UNIT 2

CARL W. MANNS AND MARY A. MANNS
REVOCABLE TRUST

Dated: 6/11/12

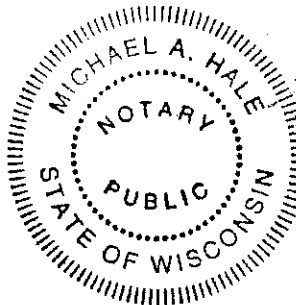
By: Carl W. Manns TTEE
Carl W. Manns, Trustee

Dated: 6/11/12

By: Mary A. Manns TRUSTEE
Mary A. Manns, Trustee

STATE OF WISCONSIN)
) SS.
COUNTY OF BROWN)

Personally came before me this 11 day of June, 2012, the above-named Carl W. Manns and Mary A. Manns to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Michael A. Hale
Michael A. Hale (Print Name)
Notary Public, State of Wisconsin
My Commission: 5-11-2014

UNIT OWNER OF UNIT 3

JAMES I. AND CORRINNE M. JEFFERS
REVOCABLE TRUST OF 1997

Dated: 6/10/12

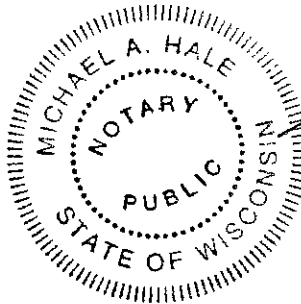
By James I. Jeffers TTEE
James I. Jeffers, Trustee

Dated: 6/10/12

By: Corrinne M. Jeffers TRTEE
Corrinne M. Jeffers, Trustee

STATE OF WISCONSIN)
) SS.
COUNTY OF BROWN)

Personally came before me this 10 day of June, 2012, the above-named James I. Jeffers and Corrinne M. Jeffers to me known to be the persons who executed the foregoing instrument and acknowledged the same.




Michael A. Hale (Print Name)
 Notary Public, State of Wisconsin
 My Commission: 5-11-2014

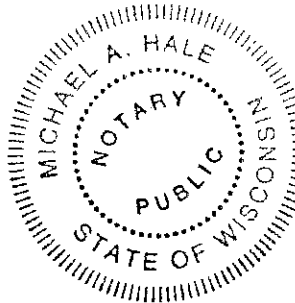
UNIT OWNER OF UNIT 4

Dated: 6/10/12

Patricia M. Carlson

STATE OF WISCONSIN)
) SS.
COUNTY OF BROWN)

Personally came before me this 10 day of June, 2012, the above-named Patricia M. Carlson to me known to be the person who executed the foregoing instrument and acknowledged the same.



Michael A. Hale
Michael A. Hale (Print Name)
 Notary Public, State of Wisconsin
 My Commission: 5-11-2014

UNIT OWNER OF UNIT 5

Dated: 6/10/12

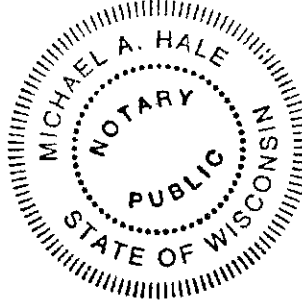

Robert H. Weaver

Dated: 6/10/12


Judith J. Weaver

STATE OF WISCONSIN)
) SS.
COUNTY OF BROWN)

Personally came before me this 10 day of June, 2012, the above-named Robert H. Weaver and Judith J. Weaver to me known to be the persons who executed the foregoing instrument and acknowledged the same.




Michael A. Hale (Print Name)
Notary Public, State of Wisconsin
My Commission: 5-11-2014

UNIT OWNER OF UNIT 7

Dated: 6/10/12

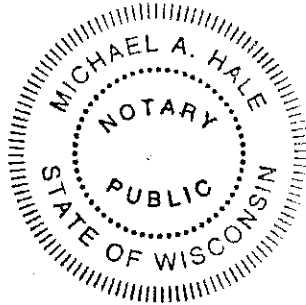
Dale C. Luberda
Dale C. Luberda

Dated: 6/10/12

Kelly L. Luberda
Kelly L. Luberda

STATE OF WISCONSIN)
) SS.
COUNTY OF BROWN)

Personally came before me this 10 day of June, 2012, the above-named Dale C. Luberda and Kelly L. Luberda to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Michael A. Hale
Michael A. Hale (Print Name)
Notary Public, State of Wisconsin
My Commission: 5-11-2014

UNIT OWNER OF UNIT 8

MURRAY AND ANNE BASTEN LIVING
TRUST OF 2008

Dated: June 19, 12

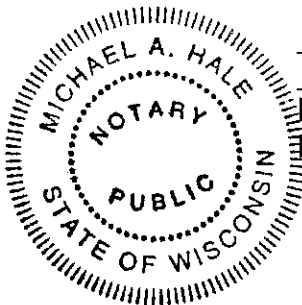
By: Murray Basten, Trustee TREE

Dated: June 19, 12

By: Anne M. Basten TTEE
Anne Basten, Trustee

STATE OF WISCONSIN)
) SS.
COUNTY OF BROWN)

Personally came before me this 19 day of June, 2012, the above-named Murray Basten and Anne Basten to me known to be the persons who executed the foregoing instrument and acknowledged the same.




Michael A. Hale (Print Name)
 Notary Public, State of Wisconsin
 My Commission: 5-11-2014

UNIT OWNER OF UNIT 9

Dated: 6/11/2012

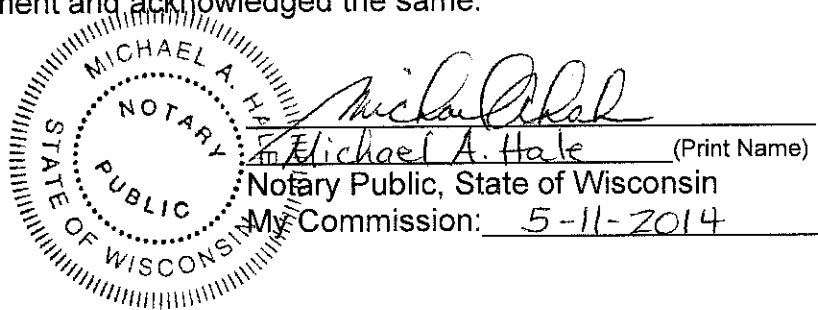
Ronald J. Hernke

Dated: 6-11-12

Judith M. Hernke

STATE OF WISCONSIN)
) SS.
COUNTY OF BROWN)

Personally came before me this 11 day of June, 2012, the above-named Ronald J. Hernke and Judith M. Hernke to me known to be the persons who executed the foregoing instrument and acknowledged the same.



UNIT OWNER OF UNIT 10

Dated: 6/10/12

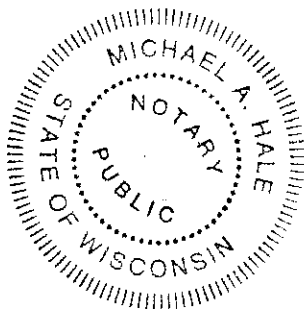
Richard J. Leitner
Richard J. Leitner

Dated: 6/10/12


Joan A. Leitner

STATE OF WISCONSIN)
) SS.
COUNTY OF BROWN)

Personally came before me this 10 day of June, 2012, the above-named Richard J. Leitner and Joan A. Leitner to me known to be the persons who executed the foregoing instrument and acknowledged the same.




Michael A. Hale (Print Name)
 Notary Public, State of Wisconsin
 My Commission: 5-11-2014

UNIT OWNER OF UNIT 11

VALESANO LIVING TRUST

Dated: 6/13/12

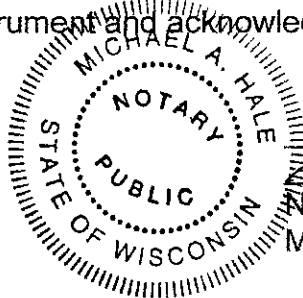
By: Robert D. Valesano, Trustee
Robert D. Valesano, Trustee

Dated: 6/13/12

By: Valera A. Valesano, Trustee
Valera A. Valesano, Trustee

STATE OF WISCONSIN)
) SS.
COUNTY OF BROWN)

Personally came before me this 13 day of June, 2012, the above-named Robert D. Valesano and Valera A. Valesano to me known to be the persons who executed the foregoing instrument and acknowledged the same.





Michael A. Hale (Print Name)
Notary Public, State of Wisconsin
My Commission: 5-11-2014

UNIT OWNER OF UNIT 12

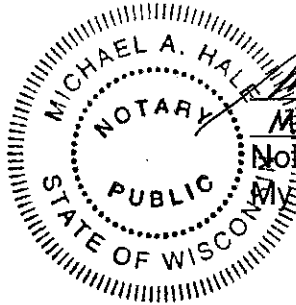
MARY L. ANDERSON REVOCABLE
TRUST

Dated: 6/13/12

By: M. L. Anderson TTEE
Mary L. Anderson, Trustee

STATE OF WISCONSIN)
) SS.
COUNTY OF BROWN)

Personally came before me this 13 day of June, 2012, the above-named Mary L. Anderson to me known to be the person who executed the foregoing instrument and acknowledged the same.



Michael A. Hale (Print Name)
Notary Public, State of Wisconsin
My Commission: 5-11-2014

UNIT OWNER OF UNIT 13

LA VERN R. AND SUZANNE M. PAHL
REVOCABLE TRUST OF 2000

Dated: 6-10-12

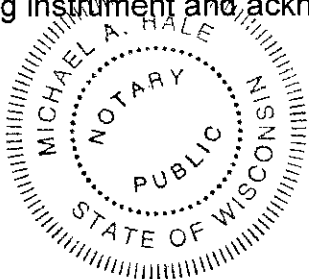
By: Lavern R. Pahl TTEE
Lavern R. Pahl, Trustee

Dated: 6-10-12

By: Suzanne M. Pahl TTEE
Suzanne M. Pahl, Trustee

STATE OF WISCONSIN)
) SS.
COUNTY OF BROWN)

Personally came before me this 10 day of June, 2012, the above-named La Vern R. Pahl and Suzanne M. Pahl to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Michael A. Hale (Print Name)
Notary Public, State of Wisconsin
My Commission: 5-11-2014

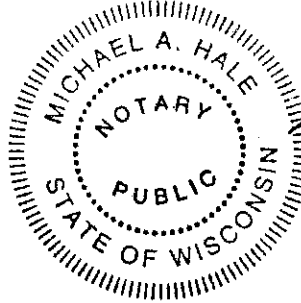
UNIT OWNER OF UNIT 14

Dated: 6-11-2012

Shari L. Lamers
Shari L. Lamers

STATE OF WISCONSIN)
) SS.
COUNTY OF BROWN)

Personally came before me this 11 day of June, 2012, the above-named Shari L. Lamers to me known to be the person who executed the foregoing instrument and acknowledged the same.



Michael A. Hale (Print Name)
Notary Public, State of Wisconsin
My Commission: 5-11-2014

RESOLUTION #12-75

AUTHORIZING RENEWAL OF SERVICE AGREEMENT WITH SIMPLEXGRINNELL

WHEREAS, the Community Center utilizes SimplexGrinnell for a service contract covering access control parts and emergency labor coverage for its systems; and

WHEREAS, a renewal for such contract is needed for continued service; and

WHEREAS, the attached Service Agreement (Exhibit A) will renew such services for an additional five (5) years; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Service Agreement (Exhibit A) provided that the changes requested by the City Attorney are incorporated therein and subject to other technical changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of July, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Service Solution

Customer: DE PERE COMMUNITY CENTER

Date: 04-MAY-12

Proposal #:171153

Term:01-JUN-12 to 31-MAY-17

SimplexGrinnell

Sales Representative:

CURTIS A MILLER

1941 Holmgren Way

GREEN BAY, WI 54304-4514

cumiller@simplexgrinnell.com

Billing Customer:

DE PERE COMMUNITY CENTER

600 GRANT ST

DE PERE, WI 54115-1318

Service Location:

DE PERE COMMUNITY CENTER

600 GRANT ST

DE PERE, WI 54115-1318

INVESTMENT SUMMARY

Service/Product Description

Investment

Recurring Annual Investment

Access Control - Parts and Labor

C CURE SYSTEM

Access Control Workstation

Card Reader

Door Controller

Door Strike

Total Recurring Annual Investment:

\$773.00

*Excludes applicable Sales Tax
Service Solution Valid for 45 Days*

***SimplexGrinnell* BE SAFE.**

SUMMARY OF SERVICES

Access Control - Parts and Labor - C-Cure System

PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR LISTED INTEGRATED SECURITY SYSTEMS:

The Platinum Plan covers component replacement on the central processing unit, including reprogramming of system due to failure, replacement of circuit boards, and components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (Motion sensors, access control readers, closed circuit television cameras, monitors, audible/ visible units, door contacts.) associated with system. Replacement of faulty wiring, batteries, and/or ground faults are not covered.

Emergency Service (Normal Working Hours)

Emergency Service (Provided during normal working hours, Monday-Friday excluding SimplexGrinnell holidays). This service includes labor, travel, and mileage charges for repairs associated with normal wear and tear. Standard service will be provided within 24 hours of notification Monday through Friday, excluding SimplexGrinnell holidays, unless outlined in the agreement.

NOTE: Customers with Platinum, Gold Parts/Labor or Gold Labor will be invoiced at standard (normal working hours) labor rate for billable after hours service calls.

SERVICE COVERAGE:

Silver Service Plan - Labor charged at standard service rates up to and including overtime

Gold Parts Service Plan - Panel Parts included. Labor charged at standard service rates up to and including overtime

Gold Labor Service Plan - Panel Labor included. Parts not included

Gold Parts/Labor Service Plan - Parts and Labor included on Panel only

Platinum Service Plan - Parts and Labor included on covered system

Service Solution

SPECIAL PROVISIONS:

This Access Control agreement includes replacement parts and emergency labor coverage as described on the Summary of Services page. It does not include inspections of the system or software support coverage.

Wisconsin Agreement Extension Notice

1. This Agreement will be extended after the end of the initial term unless Customer declines extension. Notwithstanding any provision of this Agreement to the contrary, extension of this Agreement will be for additional one year periods. A price increase may apply to Customer upon an automatic extension.
2. To decline an automatic extension, Customer must give written notice no later than 30 days prior to the renewal date to:

SimplexGrinnell
1941 Holmgren Way
Green Bay, WI 54304

Customer acknowledges and agrees to the foregoing extension provisions:

(Initialed by customer's authorized representative)

Service Solution

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by SimplexGrinnell LP ("Company") to **DE PERE COMMUNITY CENTER** and is effective **01-JUN-12 to 31-MAY-17** (the "Initial Term").

PAYMENT TERM: Annual In Advance

PAYMENT AMOUNT: \$773.00 - **Proposal #:**
171153

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Customer:	SimplexGrinnell:
Signature: _____	CURTIS A MILLER
Print Name: _____	Phone #: _____
Title: _____	Fax #: _____
Phone#: _____	License #: (If Applicable) _____
Fax #: _____	Authorized Signature: _____
Email: _____	Print Name: _____
PO#: _____	Title: _____
Date: _____	Date: _____

TERMS AND CONDITIONS

1. **Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term, each and together a "Term" of this Agreement, unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.

2. **Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth in this Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

3. **Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on site at Customer's premises shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including

business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. **Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. ? 5:00 p.m.), Monday through Friday, excluding Company holidays, as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work.

Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. **Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement.

10. **Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair

or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. (i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Remote Service. If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

17. Monitoring Services. If Customer has selected Monitoring services, the

following shall apply to such services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences there from, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall**

inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

I. Authorization. Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third party service, equipment or facility be required to perform the Monitoring services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring services upon notice to Customer.

II. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

III. Derived Local Channel. The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the

Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

IV. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will

warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

19. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

20. Outside Charges. Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

21. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

22. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

23. Force Majeure, Exclusions. Company shall not be responsible for delays, interruption or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

24. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

25. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall include 1) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, 2) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 3) abuse of the System or the Equipment, 4) failure by Customer to observe, keep or perform any term of this Agreement; 5) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable,

provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, Agreement, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

29. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

30. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

31. Headings. The headings in this Agreement are for convenience only.

32. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

33. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

34. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Fax No.: 920/339-4049
Web: <http://www.de-pere.org>
June 22, 2009

FILE COPY



City Attorney's Office
(920) 339-4042

Mr. Curt Miller
SimplexGrinnell LP
1941 Holmgren Way
Green Bay, WI 54304

**RE: Renewal of Service Agreement with SimplexGrinnell
De Pere Community Center**

Dear Curt:

The City Council is seeking changes to certain provisions of your company's standard terms and conditions for the renewal agreement.

The following changes were agreed to by Simplex in the 2006 Service Agreement:

1. In regard to Paragraph 1, Term, the second sentence in this section was changed to read:

"At the conclusion of the Initial Term, this Agreement shall automatically extend one year at a time unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term."

2. In regard to paragraph 6 on Limitations of Liability, the sentence which reads, "Company's liability shall be limited to an amount equal to the Agreement price . . ." was changed to read,

"Company's liability shall be limited to an amount equal to ten (10) times the Agreement price . . ."

3. Paragraph 9, Customer Responsibilities, under bullet point #5, "an emergency" was removed in the 2006 agreement. As you know, in cases of emergency such as a tornado, flood, act of terrorism, etc., the City cannot warrant that the premises will be hazard free, particularly when dealing with electrical equipment.

4. In regard to paragraph 16 on Indemnity, in 2006 your company agreed to include additional language at the end of that paragraph which read,

✓ "Company will hold the Customer, its officers, directors, agents and employees harmless from damage, liability and expense (including personal injury or property damage resulting from the negligence or willful misconduct of Company's agents and employees committed during and within the scope of employment of such persons while they were on the Customer's premises performing services."

5. In the 2006 Agreement, the paragraph regarding insurance (then paragraph 14) was revised to include specific insurance requirements. The 2009 version of the Agreement, at paragraph 17, requires the City to name your company as an additional insured for the purposes of this Agreement. The City believes the requirement that it name Simplex as an addition insured is over-reaching and it is not inclined to do so; however we will agree to the insurance language from the 2006 Agreement.

6. Regarding paragraph 21 on Termination, in the 2006 Agreement, a sentence was added at the end of this section which read:

"Customer may terminate this agreement on the anniversary date of this agreement if funds are no longer available for this service."

7. We would also like to again change paragraph 2⁴, One-Year Limitation on Actions; Choice of Law, to refer to Wisconsin, rather than Massachusetts as the choice of law.

8. In regard to paragraph 25 on Assignment, the City is again requesting the language found in the 2006 Agreement as follows:

"Neither party may assign this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld. Either party may assign this Agreement to an affiliate without obtaining the other party's consent."

9. Regarding paragraph 28, Legal Fees, in the 2006 Agreement, the sentence was changed to read:

"Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of the Payment provisions of this Agreement."

Given Simplex's agreement in 2006 to the above modifications, the City is looking for these provisions to again be included in the service contract.

Additionally, the 2009 version of your Agreement includes other provisions that the City is also requesting be changed. Specifically:

1. Paragraph 9, Customer Responsibilities, includes a requirement that the City provide equipment needed to reach the covered system. The City would like to add to that subparagraph a requirement that Simplex give reasonable notice to the City what equipment might be necessary. I propose that subparagraph therefore read as follows:

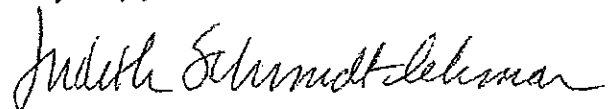
Provide company clear access to covered system(s) to be served including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment. Company shall provide customer reasonable notice of the type of equipment needed.

2. Since there are no confined space issues with the Community Center, the City would like paragraph 13 of the 2009 Agreement removed.
3. The City believes the circumstances of unavailability of steel, plastics and other commodities identified in paragraph 19 of the 2009 Agreement are adequately covered by paragraph 20, Force Majeure. The City is not agreeable to allowing your company to simply pass on to the City costs for materials that have risen more than 10% since your proposal date (June 1, 2009). The City would like that part of paragraph 19 to be revised to allow the City the choice of agreeing to the cost pass-through or terminating the Agreement.
4. Also new to the 2009 Agreement is paragraph 22, No Option to Solicit. The City understands your company's concerns; however the City would like to see the following added to the restrictions in paragraph 22:

This paragraph shall not prohibit the customer from hiring a company employee selected through a publicly advertised recruitment process.

Please review the requested revisions and call me at the above number to discuss any questions or concerns.

Very truly yours,



Judith Schmidt-Lehman
City Attorney

JSL:jlb

cc: Marty Kosobucki, Director of Park, Recreation & Forestry
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RESOLUTION #12-76

SETTING FEES FOR PAWNBROKER, SECONDHAND ARTICLE DEALER,
SECONDHAND JEWELRY DEALER AND SECONDHAND ARTICLE
DEALER MALL/FLEA MARKET LICENSE

WHEREAS, pursuant to Wis. Stats. §134.71(7), municipalities are required to grant pawnbroker, secondhand article dealer, secondhand jewelry dealer and secondhand dealer mall/flea market licenses to qualified applicants; and

WHEREAS, the Common Council wishes to establish a license fee for such licenses.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council imposes the following license application fees:

<u>License Type</u>	<u>Fee</u>
Pawnbroker	\$50
Secondhand Article Dealer	\$50
Secondhand Jewelry Dealer	\$50
Secondhand Article Dealer Mall/Flea Market	\$50

Such fee shall not be prorated for partial years and shall not be refundable if the license is not granted.

BE IF FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of July, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes _____
Nays _____

To: Honorable Mayor and Members of the City Council
From: Joe Zegers, Finance Director
Date: June 28, 2012
Subject: 2012 Borrowing

I have attached the project list for the **proposed** Initial Borrowing Resolutions for 2012 bonding. Detail for each resolution has been provided in an attachment. These items were discussed at the June 12th Finance Meeting with the exception of the addition of the TID #10 Straubel development grant of \$200,000 as well as an increase in the TID #9 JVDN development grant. The remaining difference is the TID #8 infrastructure amount has been slightly decreased. Also, per Alderperson Robinson's request at the June Finance meeting, I have also provided the detail of the 2011 borrowing which totaled \$3,810,000 and included \$40,000 of TID borrowing with the remainder for non-TID projects. Should you have any questions on this feel free to call me or I will be present at the Council meeting on July 3rd to answer any questions you may have.

To: Mayor Walsh & Members of the City Council

From: Joe Zegers

Date: June 28, 2012

Detail for Initial Borrowing Resolutions

I have provided below the detail for the initial borrowing resolutions for your review. The Initial Resolutions are in a not to exceed format and as a result are higher than estimated amounts to account for any unforeseen costs between now and the Final Borrowing Resolutions. Amounts discussed at the June 12th Finance meeting are at the bottom of this sheet for comparative purposes.

\$1,425,000 Street Improvement Issue

TID #8 Street Construction	\$ 500,000
2012 Street Construction Program	730,000
TID #8 Street Lighting	75,000
\$ 1,425,000	<u><u>\$1,305,000</u></u>

\$1,175,000 Parks Issue

Riverwalk	\$900,000
TID # 8 Trail	105,000
\$ 1,175,000	<u><u>\$1,005,000</u></u>

\$430,000 Sewerage Issue

TID #8 Sanitary	\$ 110,000
TID #8 Storm	100,000
TID #8 StormWater Pond	180,000
\$ 470,000	<u><u>\$ 390,000</u></u>

\$135,000 Water Systems Issue

TID #8 Water	<u><u>\$100,000</u></u>
\$ 135,000	

\$3,775,000 TID Development Grant Issue

Foth TID #8	\$ 2,550,000
JVDN TID #9	550,000
CA Lawton TID #10	250,000
Straubel TID #10	200,000
\$ 3,775,000	<u><u>\$ 3,550,000</u></u>

\$ 6,980,000 Total of Initial Resolutions

TOTAL	Total Estimate of Projects	<u><u>\$6,350,000</u></u>
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June 12th, 2012 Finance Meeting Detail:

TID #8 Infrastructure	\$ 1,185,000
TID # 8 Foth Development Grant	2,550,000
TID #9 JVDN Development Grant	480,000
TID #10 CA Lawton Development Grant	250,000
Riverwalk	900,000
2012 Street Construction Program	729,724
Total	<u><u>\$ 6,094,724</u></u>

\$2,245,000

City of De Pere, Wisconsin
General Obligation Corporate Purpose Bonds, Series 2011A

Sources & Uses

Dated 08/15/2011 | Delivered 08/25/2011

Sources Of Funds

Par Amount of Bonds..... \$2,245,000.00
Accrued Interest from 08/15/2011 to 08/25/2011..... 1,272.22

Total Sources..... \$2,246,272.22

Uses Of Funds

Street Construction..... 1,630,224.00
Parks and Recreation..... 560,000.00
Costs of Issuance..... 28,950.00
Total Underwriter's Discount (0.820%)..... 18,409.00
Additional Deposit to Project Fund (Rounding)..... 7,417.00
Deposit to Debt Service Fund (Accrued Interest)..... 1,272.22

Total Uses..... \$2,246,272.22

① *Construction / Paving* 113,724
Sidewalks 48,500
Street Construction 550,000
CTH X Reconstruction 700,000
CTH H Bridge
Reimbursement 68,000
Maintenance / Repairs 150,000
1,630,224

② *For Pk Parking Lot* 35,000
Leisure Park Barrier 30,000
Leisure Park Shelter 25,000
Ice Arena Reconstruction 300,000
Boys Club Acquisition 170,000
560,000



\$1,565,000

City of De Pere, Wisconsin
General Obligation Promissory Notes, Series 2011B

Sources & Uses

Dated 08/15/2011 | Delivered 08/25/2011

Sources Of Funds

Par Amount of Bonds.....	\$1,565,000.00
Reoffering Premium.....	38,454.45
Accrued Interest from 08/15/2011 to 08/25/2011.....	900.56
Total Sources.....	\$1,604,355.01

Uses Of Funds

Street Construction.....	850,000.00
Public Works.....	460,000.00
Parks and Recreation.....	220,000.00
Deposit to Debt Service Fund (Premium).....	26,605.00
Costs of Issuance.....	22,400.00
Additional Deposit to Project Fund (Rounding).....	12,600.00
Total Underwriter's Discount (0.757%).....	11,849.45
Deposit to Debt Service Fund (Accrued Interest).....	900.56
Total Uses.....	\$1,604,355.01

① *Garrett's Glen 350,000*
South Merion 500,000
850,000

② *Replace 2000 Int'l*
Plum Truck 240,000
~~*500,000*~~
Salt Brine Equipment 140,000
Plum Truck, Salt Bores 80,000
460,000

③ *Replace Truck #14 150,000*
Replace Truck #20 30,000
Earthen Dam Study 40,000 -TIF
220,000

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

July 3, 2012

Resolution No. 12-77

**An Initial Resolution Authorizing the
Issuance of Not to Exceed
\$1,425,000 General Obligation Bonds
for Street Lighting, Street Improvements, and
Street Improvement Funding**

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of De Pere, Wisconsin (the “City”), shall issue its negotiable, general obligation bonds in a principal sum not to exceed \$1,425,000 for street improvements and street improvement funding; *provided, however*, that said bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

* * * * *

Adopted: July 3, 2012

Approved: July __, 2012

Mayor

Clerk

CERTIFICATIONS BY CLERK

I, Shana L. Defnet, hereby certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the "**Municipality**"), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the "**Governing Body**"), and that attached hereto is a true, correct, and complete copy of the resolution (the "**Resolution**") entitled:

An Initial Resolution Authorizing the Issuance of Not to Exceed \$1,425,000 General Obligation Bonds for Street Lighting, Street Improvements, and Street Improvement Funding

I do hereby further certify as follows:

1. **Meeting Date.** On July 3, 2012 a meeting of the Governing Body was held commencing at ____ p.m.

2. **Posting.** On June __, 2012 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality's offices in De Pere, Wisconsin a notice setting forth the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media.** On June __, 2012 (and not less than 24 hours prior to the meeting), I communicated, or caused to be communicated, the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality.

4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body which was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present.** Said meeting was duly called to order by the Mayor (the "**Presiding Officer**"), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body which interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

7. Adoption of Resolution. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. Approval of Presiding Officer. The Resolution was approved by the Presiding Officer on July __, 2012, and I have recorded such approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality hereto on July ____, 2012.

Clerk

[Seal]

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

July 3, 2012

Resolution No. 12-78

**An Initial Resolution Authorizing the
Issuance of Not to Exceed
\$1,175,000 General Obligation Bonds
for Parks and Public Grounds**

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of De Pere, Wisconsin (the “City”), shall issue its negotiable, general obligation bonds in a principal sum not to exceed \$1,175,000 for parks and public grounds, including, but not limited to, construction of and improvements to public trails; *provided, however*, that said bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

* * * * *

Adopted: July 3, 2012

Approved: July __, 2012

Mayor

Clerk

CERTIFICATIONS BY CLERK

I, Shana L. Defnet, hereby certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the “**Governing Body**”), and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

An Initial Resolution Authorizing the Issuance of Not to Exceed \$1,175,000 General Obligation Bonds for Parks and Public Grounds

I do hereby further certify as follows:

1. **Meeting Date.** On July 3, 2012 a meeting of the Governing Body was held commencing at _____ p.m.

2. **Posting.** On June __, 2012 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in De Pere, Wisconsin a notice setting forth the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media.** On June __, 2012 (and not less than 24 hours prior to the meeting), I communicated, or caused to be communicated, the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality.

4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body which was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present.** Said meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body which interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

7. Adoption of Resolution. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. Approval of Presiding Officer. The Resolution was approved by the Presiding Officer on July __, 2012, and I have recorded such approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality hereto on July ____, 2012.

Clerk

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

July 3, 2012

Resolution No. 12-79

**An Initial Resolution Authorizing the
Issuance of Not to Exceed
\$470,000 General Obligation Bonds
for Sewerage Improvements**

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of De Pere, Wisconsin (the “City”), shall issue its negotiable, general obligation bonds in a principal sum not to exceed \$470,000 for sewerage improvements, including, but not limited to, storm sewer and sanitary sewer improvements; *provided, however*, that said bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

* * * * *

Adopted: July 3, 2012

Approved: July __, 2012

Mayor

Clerk

CERTIFICATIONS BY CLERK

I, Shana L. Defnet, hereby certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the “**Governing Body**”), and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

An Initial Resolution Authorizing the Issuance of Not to Exceed \$470,000 General Obligation Bonds for Sewerage Improvements

I do hereby further certify as follows:

9. **Meeting Date.** On July 3, 2012 a meeting of the Governing Body was held commencing at ____ p.m.

10. **Posting.** On June __, 2012 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in De Pere, Wisconsin a notice setting forth the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting.

11. **Notification of Media.** On June __, 2012 (and not less than 24 hours prior to the meeting), I communicated, or caused to be communicated, the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality.

12. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body which was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

13. **Members Present.** Said meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

14. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body which interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

15. Adoption of Resolution. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

16. Approval of Presiding Officer. The Resolution was approved by the Presiding Officer on July __, 2012, and I have recorded this approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality hereto on July __, 2012.

Clerk

[Seal]

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

July 3, 2012

Resolution No. 12-80

**An Initial Resolution Authorizing the
Issuance of Not to Exceed
\$135,000 General Obligation Bonds
for Water Systems**

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of De Pere, Wisconsin (the “City”), shall issue its negotiable, general obligation bonds in a principal sum not to exceed \$135,000 for water systems, including, but not limited to, construction of and improvements to the City’s water system; *provided, however*, that said bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

* * * * *

Adopted: July 3, 2012

Approved: July __, 2012

Mayor

Clerk

CERTIFICATIONS BY CLERK

I, Shana L. Defnet, hereby certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the "**Municipality**"), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the "**Governing Body**"), and that attached hereto is a true, correct, and complete copy of the resolution (the "**Resolution**") entitled:

An Initial Resolution Authorizing the Issuance of Not to Exceed \$135,000 General Obligation Bonds for Water Systems

I do hereby further certify as follows:

17. **Meeting Date.** On July 3, 2012 a meeting of the Governing Body was held commencing at ____ p.m.

18. **Posting.** On June __, 2012 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality's offices in De Pere, Wisconsin a notice setting forth the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting.

19. **Notification of Media.** On June __, 2012 (and not less than 24 hours prior to the meeting), I communicated, or caused to be communicated, the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality.

20. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body which was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

21. **Members Present.** Said meeting was duly called to order by the Mayor (the "**Presiding Officer**"), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

22. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body which interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

23. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

24. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on July __, 2012, and I have recorded this approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality hereto on July __, 2012.

Clerk

[Seal]

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

July 3, 2012

Resolution No. 12-81

**An Initial Resolution Authorizing the
Issuance of Not to Exceed \$3,775,000 Taxable General
Obligation Bonds for Providing Financial Assistance to Blight
Elimination, Slum Clearance, Community Development,
Redevelopment, and Urban Renewal Programs and Projects**

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Brown County, Wisconsin (the "City"), shall issue its negotiable, taxable general obligation bonds in a principal sum not to exceed \$3,775,000 to provide financial assistance to blight elimination, slum clearance, community development, redevelopment, and urban renewal programs and projects under Sections 66.1105, 66.1301 to 66.1329, and 66.1331 to 66.1337 of the Wisconsin Statutes, including, but not limited to, financing development grants for projects within the City's Tax Incremental Districts Numbers 8, 9, and 10; *provided, however*, that said bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

* * * * *

Adopted: July 3, 2012

Approved: July __, 2012

Mayor

Clerk

CERTIFICATIONS BY CLERK

I, Shana L. Defnet, hereby certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the "**Municipality**"), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the "**Governing Body**"), and that attached hereto is a true, correct, and complete copy of the resolution (the "**Resolution**") entitled:

**An Initial Resolution Authorizing the
Issuance of Not to Exceed \$3,775,000 Taxable General
Obligation Bonds for Providing Financial Assistance to Blight
Elimination, Slum Clearance, Community Development,
Redevelopment, and Urban Renewal Programs and Projects**

I do hereby further certify as follows:

1. **Meeting Date.** On July 3, 2012 a meeting of the Governing Body was held commencing at ____ p.m.
2. **Posting.** On June __, 2012 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality's offices in De Pere, Wisconsin a notice setting forth the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On June __, 2012 (and not less than 24 hours prior to the meeting), I communicated, or caused to be communicated, the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality.
4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body which was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** Said meeting was duly called to order by the Mayor (the "**Presiding Officer**"), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body which interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due

consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on July __, 2012, and I have recorded such approval. Such approval is evidenced by the signature of the Presiding Officer on the copy of said Resolution attached hereto.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality hereto on July __, 2012.

Clerk

[Seal]

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

July 3, 2012

Resolution No. 12-82

**A Resolution Authorizing and Directing
the Publication of Notice of the
Adoption of Initial Resolutions**

BE IT RESOLVED, by this Common Council, that the City Clerk of the City of De Pere, Wisconsin (the “**City**”) is hereby authorized and directed to publish one time in the City’s official newspaper (as a class 1 notice under Chapter 985 of the Wisconsin Statutes) a Notice to Electors of the City in substantially the form attached hereto as Exhibit A, with such modifications as are necessary to accurately reflect the action taken on the initial resolutions referenced therein (the “**Initial Resolutions**”) by the Common Council at its meeting on July 3, 2012, such publication to occur no later than 15 days after the Initial Resolutions have been adopted by the Common Council.

* * * * *

Adopted: July 3, 2012

Approved: July __, 2012

Mayor

Clerk

EXHIBIT A

**NOTICE TO ELECTORS
OF THE CITY OF DE PERE, WISCONSIN
RELATING TO THE ISSUANCE OF GENERAL OBLIGATION BONDS**

Notice is hereby given that on July 3, 2012, the Common Council of the City of De Pere, Wisconsin (the “City”) adopted five initial resolutions under and pursuant to the provisions of Chapter 67 of the Wisconsin Statutes authorizing the issuance of negotiable, general obligation bonds of the City in the following maximum principal amounts for the following purposes: (1) a sum not to exceed \$1,425,000 for street lighting, street improvements, and street improvement funding; (2) a sum not to exceed \$1,175,000 for parks and public grounds, including, but not limited to, construction of and improvements to public trails; (3) a sum not to exceed \$470,000 for sewerage improvements, including but not limited to, storm sewer and sanitary sewer improvements; (4) a sum not to exceed \$135,000 for water systems, including but not limited to, construction of and improvements to the City’s water system, and (5) a sum not to exceed \$3,775,000 for providing financial assistance to blight elimination, slum clearance, community development, redevelopment, and urban renewal programs and projects under Sections 66.1105, 66.1301 to 66.1329, and 66.1331 to 66.1337 of the Wisconsin Statutes, including, but not limited to, financing development grants for projects within the City’s Tax Incremental Districts Numbers 8, 9, and 10.

If within 30 days after the adoption of the forgoing resolutions there is filed in the office of the City Clerk a petition for referendum on one or more of said resolutions conforming to the requirements of Section 8.40 of the Wisconsin Statutes, signed by electors numbering at least 10% of the number of votes cast in the City for governor at the last general election, then the resolution or resolutions for which such a petition is filed shall not be effective unless adopted by a majority of the City’s electors voting at such referendum. If no such petition is so filed with respect to one or more of the foregoing resolutions, then the resolution or resolutions for which no such petition is filed shall be effective without a referendum.

Publication Date: July __, 2012

/s/ Shana L. Defnet

City Clerk

CERTIFICATIONS BY CLERK

I, Shana L. Defnet, hereby certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the “**Governing Body**”), and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

A Resolution Authorizing and Directing the Publication of Notice of the Adoption of Initial Resolutions

I do hereby further certify as follows:

1. **Meeting Date.** On July 3, 2012, a meeting of the Governing Body was held commencing at ____ p.m.
2. **Posting.** On June __, 2012 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in De Pere, Wisconsin a notice setting forth the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On June __, 2012 (and not less than 24 hours prior to the meeting), I communicated, or caused to be communicated, the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality.
4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body which was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** Said meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body which interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on July __, 2012, and I have recorded such approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

9. **Publication of Notice to Electors.** I have caused the Notice to Electors attached as Exhibit A to the Resolution to be published in the form, manner, and place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality hereto on July __, 2012.

Clerk

[Seal]

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

July 3, 2012

Resolution No. 12-83

**A Resolution Authorizing and Providing for the Issuance of Not to Exceed
\$6,980,000 General Obligation Bonds;
Providing for the Notification and Sale of Said Bonds;
and Other Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of De Pere, Wisconsin (the “**City**”) makes the following findings and determinations:

1. The City is currently in need of funds for the following purposes: \$1,425,000 for street lighting, street improvements, and street improvement funding; \$1,175,000 for parks and public grounds, including, but not limited to, construction of and improvements to public trails; \$470,000 for sewerage improvements, including, but not limited to, storm sewer and sanitary sewer improvements; \$135,000 for water systems, including, but not limited to, construction of and improvements to the City’s water system, and \$3,775,000 for providing financial assistance to blight elimination, slum clearance, community development, redevelopment, and urban renewal programs and projects under Sections 66.1105, 66.1301 to 66.1329, and 66.1331 to 66.1337 of the Wisconsin Statutes, including, but not limited to, financing development grants for projects within the City’s Tax Incremental Districts Numbers 8, 9, and 10 (collectively, the “**Project**”).

2. On the date hereof and prior to the adoption of this resolution, the Governing Body has adopted separate initial resolutions for each of the purposes above that constitute the Project.

3. The City may choose to issue one or more separate series of obligations for the purposes of the Project.

4. The Governing Body deems it in the best interests of the City that the funds needed be borrowed in the aggregate amount stated above and for the purposes of the Project, pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and upon the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Authorization of Project and Combination of Bonds.

The purposes of the Project are each hereby authorized to be undertaken and are hereby authorized to be combined into a single bond issue and designated as "Corporate Purpose Bonds" (the "**Bonds**") as more fully provided below; *provided, however*, that the City shall issue one or more separate series of obligations to finance on a taxable basis (the "**Taxable Bonds**") the portion of the Project which does not qualify for tax-exempt financing (collectively the "**Obligations**").

Section 2. Authorization of Sale of Obligations.

Bonds and the Taxable Bonds are each hereby authorized and ordered to be sold to the same or separate purchasers to be determined by competitive bid (each a "**Purchaser**").

Section 3. Preparation of Official Statement and Notice of Sale.

The Mayor and the Clerk (in consultation with the City's Financial Advisor, Springsted Incorporated) are each hereby authorized to cause an offering document for the Obligations (the "**Official Statement**") to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith a separate "Notice of Sale" and "Bid Form". The Mayor and the Clerk are hereby authorized, on behalf of the City, (a) to approve the form of Official Statement (which approval authorizes the Official Statement to be deemed final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1)), and (b) to supply copies thereof upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Obligations to be (i) provided to *The Bond Buyer*, for inclusion in its section for the complimentary publication of such notices, and (ii) posted in the same locations as the City routinely posts notices for its official business.

Section 4. Bids for Obligations.

Written bids for the sale of the Obligations shall be received by the City on the date fixed in each Notice of Sale, on which date such bids shall be publicly opened and read. The Governing Body reserves the right in its discretion, without cause, to waive any informality in any bid, to reject any or all bids without cause, and to reject any bid which it determines to have failed to comply with the terms of a Notice of Sale.

Section 5. Further Actions.

The Governing Body shall adopt a separate resolution to award the sale of the Bonds and the sale of the Taxable Bonds to the respective Purchaser, to approve the purchase contract submitted by said Purchaser (each a "**Bond Purchase Agreement**"), to fix the interest rate or rates on the Obligations in accordance with the related Bond Purchase Agreement, to

provide for the form of the Obligations, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Obligations as required by law, to designate a fiscal agent for the Obligations, and to take such further action as may be necessary or expedient to provide for the preparation, execution, issuance, delivery, payment, and cancellation of the Obligations.

Section 6. Severability of Invalid Provisions.

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

Section 7. Authorization to Act.

The officers of the City, attorneys for the City, or other agents or employees of the City are hereby authorized to do all acts and things required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

Section 8. Prior Actions Superseded.

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of the Governing Body in conflict with the provisions of this resolution shall be and the same are hereby rescinded insofar as they may so conflict.

Section 9. Effective Date.

This resolution shall take effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: July 3, 2012

Approved: July __, 2012

Mayor

Clerk

CERTIFICATIONS BY CLERK

I, Shana L. Defnet, hereby certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the “**Governing Body**”), and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

**A Resolution Authorizing and Providing for the Issuance of Not to Exceed
\$6,980,000 General Obligation Bonds;
Providing for the Notification and Sale of Said Bonds;
and Other Related Details**

I do hereby further certify as follows:

1. **Meeting Date.** On July 3, 2012 a meeting of the Governing Body was held commencing at ____ p.m.
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6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body which interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

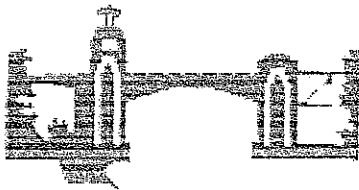
7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on July __, 2012, and I have recorded such approval. Such approval is evidenced by the signature of the Presiding Officer on the copy of said Resolution attached hereto.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality hereto on July __, 2012.

[Seal]

Clerk



Park Board Application
Teen Advisory Position
Due: May 18, 2012

Date: April 16, 2012

Name: Sarah Meiners

Address: 1800 Revere Trail

Phone: (920) 336-9209

E-mail: srmeiners@yahoo.com

Please complete the application below. Should you feel the need to expand your answer past the room allowed, feel free to use the back of this page or attach a supplemental page to this application. If you have any questions please do not hesitate to contact Marty Kosobucki at 339-8358 or at

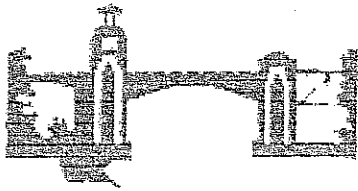
The City of De Pere does not discriminate on the basis of any class identified in Section 111.31 of the Wisconsin State Statutes.

- Please indicate if you will be in high school for the 2012-2013 school year?
Yes ✓ No
- Please explain any extracurricular activities that you are involved in over the past two years? (i.e. Athletics, coaching, Teen Leadership Program, band, choir, student newspaper, student government, etc...)
 - West De Pere High School Pom and Dance Team (officer)
 - Student Council (President)
 - National Honor Society (President)
 - French Club (Public Relations Director)
 - Winter musical (lead role)
 - Be the Change Team (President)
 - Odyssey (Editor)
- Please identify two positives attributes about yourself and how they would benefit the Board of Park Commissioners?

• Continued on
back of sheet

Because I have a very outgoing personality I am friends with a wide variety of people at West De Pere High School. This allows me to experience and observe the likes and dislikes of my peers. As the teen advisor for the Board of Park Commissioners, I would be representing all of my fellow students & their needs. My vast variety of friends would help to guarantee that the majority of needs would be met.

As the leader of several activities at my school, my dedication is vital to the maintenance of a well-run organization. Over the past year, I have dealt with the stress and pressure of being a leader in my school.



Application Continued
Teen Advisory Position

- Describe or identify your experiences, participation, and/or knowledge with the Department of Parks, Recreation and Forestry (not related to employment).

I have not previously participated in many activities related to the Department of Parks, Recreation, and Forestry - other than swimming at VFW - but am I aware that this board maintains all of the community facilities, programs, and activities. It also oversees Celebrate De Pere.

- Please describe why you would like to be part of the Board of Park Commissioners?

I would like to be part of the Board of Park Commissioners because I would like to become more involved in the community outside of just my high school. I believe that gaining experience from serving on a board with a variety of people will also help me to develop patience and cooperation skills that will help me in future endeavors.

- If you could place one item on the agenda for Board of Park Commissioners, what would it be and why?

If I were to place an item on the agenda for this Board I would select something pertaining to teenagers. As a seventeen-year-old, I wish there were more ways I could become more involved. ~~As~~ I When I was younger, I loved going to the VFW swimming pool because it was somewhere safe I could be with my friends. If there was something to entertain teenagers - perhaps at the community center - I believe many teenagers in our community would appreciate it.

By signing below I confirm that I have read the enclosed information describing the Teen Advisory Position on the Board of Park Commissioners, as well as the roles and responsibilities of the position. If selected, I agree that I will perform to the best of my abilities in the role assigned as a Teen Advisory Board member.

Signature:

Sarah R. Meinerz

Return to:
De Pere Parks, Recreation and Forestry Department
Attn: Teen Advisory
925 S. Sixth Street
De Pere, WI 54115

- Community Assistance Program (Director)
- Students Against Destructive Decisions (Member)
- Gay Straight Alliance (Member)
- Student Outreach (Member)
- English Team (Member)
- Forensics Team (Member)
- Wisconsin Leadership Seminars (Ambassador)
- Badger Girls State (Delegate)

3) groups of teenagers, but my dedication has not swayed. Because I am able to handle this, I believe I possess the level of dedication and maturity that is necessary to be a member of the Board of Park Commissioners. I would be able to take items on the agenda seriously and not become disinterested if meetings grew lengthy. As teen adviser, I would be fully committed to my position.

Sustainability Team Meeting Notes

6-13-2012 1:30pm

Members Present: Derek Beiderwieden, Dave Hongisto, Sonja Jensen, Pete Smith, Scott Thoresen, Ken Pabich, Stephanie Aerts, Karen Hyerman.

1. The team discussed the paper reduction contest and trophy. Steve Bloemer is in progress on the construction of the trophy. Larry was volunteered to send notice of contest and criteria before July 1st.
 2. The team discussed the cost of placing recycling containers at various locations in City facilities for the public to utilize. The team was introduced to a cardboard option for \$132. The team decided to return it and stipulated a minimum plastic material requirement.
 3. The team discussed future projects.
 - a. Replace City hall 2nd floor administrative office door with a glass door so the door can remain closed and citizens are still comfortable with entering the office area. (IP) Marty.
 - b. Replace the handle control faucets in City hall and Police Department with auto shut-off faucets. (NP)
 - c. Replace the ceiling lights in the City Hall building that remain on 24/7 for exits with LED lights. (NP)
 - d. Create a video discussing the efforts and impacts of the sustainability team. (IP)
 - e. Add daylight lighting to the MSC storage facility. (NP)
 - f. Replace bridge under-deck lights with LED lights. (NP)
 - g. Establish a sub-team to work with SEEDS on community parking needs to promote sustainable practices (bicycling, etc.). (NP)
 - h. ADD – adopt a road program.
 - i. ADD – city wind/solar facility on Better Bright site.
 - j. ADD – bike sharow lanes.
 4. Next agenda. Time limit on meetings. Sustainability budget.
 5. The next meeting is scheduled for Wednesday July 11, 2012 at 1:30 – 2:00 PM in the Riverview Conference Room.
- (IP) In Progress (NP) No Progress

Sustainability Team Agenda

**Wednesday
July 11th, 2012
1:30 P.M.**

CITY HALL – Riverview Conference Room

Team Members: Derek Beiderwieden; Steve Bloemer; Larry Delo; Karen Heyrman; Dave Hongisto; Sonja Jensen; Marty Kosobucki; Ken Pabich; Pete Smith; Jim Stupka; Scott Thoresen

1. Review additional pricing options on public facility recycling containers.
(Marty Kosobucki)
2. Discuss sustainability team funding needs for the development of the 2013 budget. (All Team Members)
3. Review scheduling and length of team meetings.
4. Identify agenda items for next meeting scheduled for August 8, 2012.
5. Adjourn.

PACKET: 03661 JUL 2012 COUNCIL - 1 7-3-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0217	AGRI-PARTNERS COOPERATIVE							
	I-201206261121	AGRI-PARTNERS COOPERATIVE	R	7/03/2012		35.15CR	065048	
	I-201206261122	AGRI-PARTNERS COOPERATIVE	R	7/03/2012		16.30CR	065048	
	I-201206261123	AGRI-PARTNERS COOPERATIVE	R	7/03/2012		19.70CR	065048	
	I-201206261124	AGRI-PARTNERS COOPERATIVE	R	7/03/2012		15.98CR	065048	
	I-201206261125	AGRI-PARTNERS COOPERATIVE	R	7/03/2012		17.50CR	065048	104.63
0302	AIRGAS USA LLC							
	I-9902528788	AIRGAS USA LLC	R	7/03/2012		91.69CR	065049	
	I-9902528789	AIRGAS USA LLC	R	7/03/2012		111.97CR	065049	203.66
5323	ALLIED 100 LLC							
	I-236101	ALLIED 100 LLC	R	7/03/2012		145.80CR	065050	145.80
0013	ARAMARK UNIFORM SERVICES INC							
	I-616-6417641	ARAMARK UNIFORM SERVICES INC	R	7/03/2012		357.13CR	065051	357.13
0020	BADGERLAND PRINTING INC							
	I-19783	BADGERLAND PRINTING INC	R	7/03/2012		261.00CR	065052	
	I-19883	BADGERLAND PRINTING INC	R	7/03/2012		1,019.68CR	065052	
	I-19938	BADGERLAND PRINTING INC	R	7/03/2012		44.00CR	065052	
	I-19939	BADGERLAND PRINTING INC	R	7/03/2012		40.00CR	065052	1,364.68
2975	BARTELT BUSINESS MACHINES INC							
	I-49162	BARTELT BUSINESS MACHINES INC	R	7/03/2012		300.00CR	065053	300.00
0023	BATTERIES PLUS LLC							
	C-501-362012	BATTERIES PLUS LLC	R	7/03/2012		37.88	065054	
	I-501-361982	BATTERIES PLUS LLC	R	7/03/2012		79.50CR	065054	
	I-501-363774	BATTERIES PLUS LLC	R	7/03/2012		89.70CR	065054	131.32
0027	BAY TOWEL INC							
	I-1475527	BAY TOWEL INC	R	7/03/2012		20.00CR	065055	
	I-1477393	BAY TOWEL INC	R	7/03/2012		129.78CR	065055	
	I-1478704	BAY TOWEL INC	R	7/03/2012		35.64CR	065055	
	I-1478705	BAY TOWEL INC	R	7/03/2012		53.71CR	065055	
	I-1481849	BAY TOWEL INC	R	7/03/2012		35.90CR	065055	
	I-1481850	BAY TOWEL INC	R	7/03/2012		53.13CR	065055	328.16
0025	BAYCOM INC							
	I-140894	BAYCOM INC	R	7/03/2012		152.09CR	065056	152.09

6/27/2012 3:54 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 03661 JUL 2012 COUNCIL - 1 7-3-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4784	BEACON ATHLETICS							
	I-420650-IN	BEACON ATHLETICS	R	7/03/2012		86.97CR	065057	86.97
3175	DEREK BEIDERWIEDEN							
	I-201206261126	DEREK BEIDERWIEDEN	R	7/03/2012		48.34CR	065058	48.34
0033	BIRDSEYE DAIRY INC							
	C-123101	BIRDSEYE DAIRY INC	R	7/03/2012		7.70	065059	
	C-123409	BIRDSEYE DAIRY INC	R	7/03/2012		2.02	065059	
	I-132642	BIRDSEYE DAIRY INC	R	7/03/2012		819.96CR	065059	
	I-132643	BIRDSEYE DAIRY INC	R	7/03/2012		819.96CR	065059	
	I-132896	BIRDSEYE DAIRY INC	R	7/03/2012		258.36CR	065059	
	I-132929	BIRDSEYE DAIRY INC	R	7/03/2012		192.24CR	065059	2,080.80
2944	BROWN COUNTY JAIL							
	I-201206261127	BROWN COUNTY JAIL	R	7/03/2012		600.00CR	065060	600.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-14529	BROWN COUNTY PORT SOLID WASTE	R	7/03/2012		15.00CR	065061	15.00
0737	BRUCE MUNICIPAL EQUIPMENT INC							
	I-5121936	BRUCE MUNICIPAL EQUIPMENT INC	R	7/03/2012		26.91CR	065062	26.91
0536	CDW GOVERNMENT INC							
	I-K719479	CDW GOVERNMENT INC	R	7/03/2012		107.74CR	065063	
	I-K878592	CDW GOVERNMENT INC	R	7/03/2012		1,528.78CR	065063	
	I-L171952	CDW GOVERNMENT INC	R	7/03/2012		197.19CR	065063	1,833.71
2708	CLEANING SOLUTION SERVICES INC							
	I-05-7452	CLEANING SOLUTION SERVICES INC	R	7/03/2012		78.83CR	065064	
	I-05-7470	CLEANING SOLUTION SERVICES INC	R	7/03/2012		1,363.55CR	065064	1,442.38
6414	COMMUNICATIONS ENGINEERING CO							
	I-BILL118808	COMMUNICATIONS ENGINEERING CO	R	7/03/2012		340.00CR	065065	340.00
5629	CONSOLIDATED UTILITY SERVICES INC							
	I-0512DEPER	CONSOLIDATED UTILITY SERVICES	R	7/03/2012		100.00CR	065066	100.00
2510	CORRPRO							
	I-125038	CORRPRO	R	7/03/2012		700.00CR	065067	700.00
6587	DEFNET, SHANA							
	I-201206261128	DEFNET, SHANA	R	7/03/2012		321.15CR	065068	321.15

PACKET: 03661 JUL 2012 COUNCIL - 1 7-3-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0075	DIGGERS HOTLINE INC							
	I-120 5 36402	DIGGERS HOTLINE INC	R	7/03/2012		19.14CR	065069	19.14
2543	DLT SOLUTIONS INC							
	I-4190930	DLT SOLUTIONS INC	R	7/03/2012		5,153.97CR	065070	5,153.97
0083	EDLBECK CO							
	I-439245	EDLBECK CO	R	7/03/2012		918.82CR	065071	
	I-439246	EDLBECK CO	R	7/03/2012		918.82CR	065071	
	I-439711	EDLBECK CO	R	7/03/2012		346.17CR	065071	2,183.81
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-10945	FIRE APPARATUS & EQUIPMENT INC	R	7/03/2012		680.74CR	065072	680.74
3303	FIRST AMERICAN TITLE INS COMPANY							
	I-1036-68070607	FIRST AMERICAN TITLE INS COMPA	R	7/03/2012		350.00CR	065073	350.00
0200	FIRST SUPPLY GREEN BAY LLC							
	I-9374096-00	FIRST SUPPLY GREEN BAY LLC	R	7/03/2012		4.94CR	065074	
	I-9375968-00	FIRST SUPPLY GREEN BAY LLC	R	7/03/2012		8.16CR	065074	
	I-9378046-00	FIRST SUPPLY GREEN BAY LLC	R	7/03/2012		236.74CR	065074	249.84
0110	G & K SERVICES INC							
	I-1011601508	G & K SERVICES INC	R	7/03/2012		89.36CR	065075	
	I-1011607243	G & K SERVICES INC	R	7/03/2012		89.36CR	065075	178.72
5830	GRAEF INC							
	I-74128	GRAEF INC	R	7/03/2012		4,356.10CR	065076	4,356.10
0116	GRAINGER INC							
	I-9839878718	GRAINGER INC	R	7/03/2012		70.70CR	065077	
	I-9849882676	GRAINGER INC	R	7/03/2012		2.46CR	065077	
	I-9849882692	GRAINGER INC	R	7/03/2012		381.49CR	065077	
	I-9852039362	GRAINGER INC	R	7/03/2012		50.88CR	065077	505.53
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-960609021	GRAYBAR ELECTRIC COMPANY INC	R	7/03/2012		9.82CR	065078	
	I-960609022	GRAYBAR ELECTRIC COMPANY INC	R	7/03/2012		377.94CR	065078	
	I-960632266	GRAYBAR ELECTRIC COMPANY INC	R	7/03/2012		578.51CR	065078	
	I-960632267	GRAYBAR ELECTRIC COMPANY INC	R	7/03/2012		351.26CR	065078	
	I-960684207	GRAYBAR ELECTRIC COMPANY INC	R	7/03/2012		9.82CR	065078	
	I-960684209	GRAYBAR ELECTRIC COMPANY INC	R	7/03/2012		52.94CR	065078	
	I-960756858	GRAYBAR ELECTRIC COMPANY INC	R	7/03/2012		276.00CR	065078	1,656.29

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0124	GREEN BAY CITY TREASURER							
	I-79289	GREEN BAY CITY TREASURER	R	7/03/2012		13,623.00CR	065079	13,623.00
2044	GREEN BAY TITLE COMPANY INC							
	I-201206261129	GREEN BAY TITLE COMPANY INC	R	7/03/2012		135.00CR	065080	
	I-201206261130	GREEN BAY TITLE COMPANY INC	R	7/03/2012		350.00CR	065080	485.00
3521	HD SUPPLY WATERWORKS LTD							
	I-4920776	HD SUPPLY WATERWORKS LTD	R	7/03/2012		83.56CR	065081	
	I-4924465	HD SUPPLY WATERWORKS LTD	R	7/03/2012		181.47CR	065081	
	I-4940441	HD SUPPLY WATERWORKS LTD	R	7/03/2012		73.00CR	065081	
	I-4976489	HD SUPPLY WATERWORKS LTD	R	7/03/2012		91.46CR	065081	429.49
5674	HOME TEAM SPORTS & APPAREL INC							
	I-12109	HOME TEAM SPORTS & APPAREL INC	R	7/03/2012		359.85CR	065082	359.85
6589	HSHS EWD							
	I-201206261132	HSHS EWD	R	7/03/2012		46.50CR	065083	46.50
3468	ID-ACCESS							
	I-766	ID-ACCESS	R	7/03/2012		10.00CR	065084	10.00
1399	INDOFF INC							
	I-2099459	INDOFF INC	R	7/03/2012		32.98CR	065085	
	I-2099539	INDOFF INC	R	7/03/2012		54.95CR	065085	
	I-2102629	INDOFF INC	R	7/03/2012		63.00CR	065085	
	I-2103512	INDOFF INC	R	7/03/2012		75.26CR	065085	
	I-6913235	INDOFF INC	R	7/03/2012		46.92CR	065085	
	I-6913376	INDOFF INC	R	7/03/2012		47.98CR	065085	321.09
0567	INDUSTRIAL MARKETING CORP							
	I-37757	INDUSTRIAL MARKETING CORP	R	7/03/2012		89.72CR	065086	89.72
1726	INTERNATIONAL ASSOC OF ELECT INSPEC							
	I-201206261133	INTERNATIONAL ASSOC OF ELECT I	R	7/03/2012		102.00CR	065087	102.00
1338	JAMES E KOCKEN TRUCKING							
	I-0290	JAMES E KOCKEN TRUCKING	R	7/03/2012		262.50CR	065088	262.50
6529	JANKE GENERL CONTRACTORS INC							
	I-2007-2028.00 (5)	JANKE GENERL CONTRACTORS INC	R	7/03/2012		45,198.24CR	065089	45,198.24

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1276	JX ENTERPRISES INC							
	I-D-221590097	JX ENTERPRISES INC	R	7/03/2012		10.18CR	065090	
	I-D-221600063	JX ENTERPRISES INC	R	7/03/2012		30.65CR	065090	
	I-D-221720034	JX ENTERPRISES INC	R	7/03/2012		6.84CR	065090	
	I-D-221720108	JX ENTERPRISES INC	R	7/03/2012		128.59CR	065090	
	I-D-221740008	JX ENTERPRISES INC	R	7/03/2012		31.38CR	065090	
	I-D-221740039	JX ENTERPRISES INC	R	7/03/2012		23.25CR	065090	
	I-D-221740086	JX ENTERPRISES INC	R	7/03/2012		47.78CR	065090	278.67
3140	KUNDINGER FLUID POWER INC							
	I-50189221	KUNDINGER FLUID POWER INC	R	7/03/2012		189.35CR	065091	189.35
0154	LAMERS BUS LINES INC							
	I-201206261134	LAMERS BUS LINES INC	R	7/03/2012		3,835.00CR	065092	3,835.00
3632	LIBERTY MUTUAL INS CO							
	I-10956467	LIBERTY MUTUAL INS CO	R	7/03/2012		108,776.25CR	065093	
	I-10963191	LIBERTY MUTUAL INS CO	R	7/03/2012		49,517.14CR	065093	158,293.39
0173	MENARDS INC							
	I-60498	MENARDS INC	R	7/03/2012		16.77CR	065094	
	I-60770	MENARDS INC	R	7/03/2012		14.65CR	065094	
	I-62655	MENARDS INC	R	7/03/2012		18.47CR	065094	
	I-63941	MENARDS INC	R	7/03/2012		29.58CR	065094	
	I-64162	MENARDS INC	R	7/03/2012		13.63CR	065094	
	I-64172	MENARDS INC	R	7/03/2012		2.79CR	065094	
	I-64189	MENARDS INC	R	7/03/2012		11.95CR	065094	
	I-65931	MENARDS INC	R	7/03/2012		11.84CR	065094	
	I-66297	MENARDS INC	R	7/03/2012		117.35CR	065094	237.03
6590	MORA, ISRAEL							
	I-201206261135	MORA, ISRAEL	R	7/03/2012		190.00CR	065095	190.00
5552	NFFA							
	I-201206261136	NFFA	R	7/03/2012		165.00CR	065096	165.00
0531	NORTHEAST AUTO PARTS INC							
	C-269313	NORTHEAST AUTO PARTS INC	R	7/03/2012		2.22	065097	
	C-269336	NORTHEAST AUTO PARTS INC	R	7/03/2012		59.50	065097	
	I-268850	NORTHEAST AUTO PARTS INC	R	7/03/2012		67.38CR	065097	
	I-268867	NORTHEAST AUTO PARTS INC	R	7/03/2012		2.20CR	065097	
	I-268908	NORTHEAST AUTO PARTS INC	R	7/03/2012		5.74CR	065097	
	I-269226	NORTHEAST AUTO PARTS INC	R	7/03/2012		45.39CR	065097	
	I-269237	NORTHEAST AUTO PARTS INC	R	7/03/2012		24.07CR	065097	
	I-269328	NORTHEAST AUTO PARTS INC	R	7/03/2012		156.85CR	065097	239.91

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0571	NORTHERN PIPE EQUIPMENT INC							
	I-12-15	NORTHERN PIPE EQUIPMENT INC	R	7/03/2012		15,020.49CR	065098	15,020.49
4789	NORTHERN TOOL & EQUIPMENT CO							
	I-201206261137	NORTHERN TOOL & EQUIPMENT CO	R	7/03/2012		1,486.22CR	065099	1,486.22
3703	ORIENTAL TRADING CO INC							
	I-651593731-01	ORIENTAL TRADING CO INC	R	7/03/2012		71.49CR	065100	71.49
4641	PACE ANALYTICAL SERVICES INC							
	I-124057508	PACE ANALYTICAL SERVICES INC	R	7/03/2012		40.00CR	065101	40.00
4476	PAUL CONWAY SHIELDS CORP							
	I-308080-IN	PAUL CONWAY SHIELDS CORP	R	7/03/2012		71.40CR	065102	71.40
0202	PEPSI COLA NEW INC							
	I-4904914	PEPSI COLA NEW INC	R	7/03/2012		115.03CR	065103	
	I-X 6841	PEPSI COLA NEW INC	R	7/03/2012		428.26CR	065103	
	I-X 6843	PEPSI COLA NEW INC	R	7/03/2012		428.26CR	065103	971.55
0208	POMP'S TIRE SERVICE INC							
	I-1010001000	POMP'S TIRE SERVICE INC	R	7/03/2012		1,459.04CR	065104	1,459.04
0209	POOL WORKS INC							
	I-41974-1	POOL WORKS INC	R	7/03/2012		46.28CR	065105	
	I-42696-1	POOL WORKS INC	R	7/03/2012		220.00CR	065105	
	I-43175-1	POOL WORKS INC	R	7/03/2012		47.96CR	065105	314.24
1701	PRAXAIR DISTRIBUTION INC							
	I-43195122	PRAXAIR DISTRIBUTION INC	R	7/03/2012		11.34CR	065106	11.34
1806	PRO CLEAN WINDOW SERVICE							
	I-45111	PRO CLEAN WINDOW SERVICE	R	7/03/2012		320.00CR	065107	320.00
0395	PRO ONE JANITORIAL INC							
	I-76501	PRO ONE JANITORIAL INC	R	7/03/2012		992.18CR	065108	992.18
4208	RED THE UNIFORM TAILOR							
	I-08167444	RED THE UNIFORM TAILOR	R	7/03/2012		44.24CR	065109	44.24
0227	REINDERS INC							
	I-1386716-00	REINDERS INC	R	7/03/2012		14.51CR	065110	14.51

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0228	RENT A FLASH OF WISCONSIN INC							
	I-34834	RENT A FLASH OF WISCONSIN	R	7/03/2012		285.00CR	065111	
	I-34835	RENT A FLASH OF WISCONSIN INC	R	7/03/2012		506.70CR	065111	791.70
0222	RNOW INC							
	I-42046	RNOW INC	R	7/03/2012		118.96CR	065112	118.96
1023	S & S WORLDWIDE							
	I-7373530	S & S WORLDWIDE	R	7/03/2012		123.73CR	065113	123.73
1516	SCHENCK BUSINESS SOLUTIONS							
	I-565803	SCHENCK BUSINESS SOLUTIONS	R	7/03/2012		8,390.00CR	065114	
	I-573743	SCHENCK BUSINESS SOLUTIONS	R	7/03/2012		3,800.00CR	065114	12,190.00
0239	JUDITH SCHMIDT LEHMAN							
	I-201206271147	JUDITH SCHMIDT LEHMAN	R	7/03/2012		55.50CR	065115	55.50
3268	SEILER INSTRUMENT & MFG CO INC							
	I-INV-280329	SEILER INSTRUMENT & MFG CO INC	R	7/03/2012		103.00CR	065116	103.00
3458	SEROOGY'S CHOCOLATES							
	I-57586	SEROOGY'S CHOCOLATES	R	7/03/2012		180.00CR	065117	180.00
2953	SHERWIN INDUSTRIES INC							
	I-SS046586	SHERWIN INDUSTRIES INC	R	7/03/2012		268.80CR	065118	268.80
3234	SHERWIN WILLIAMS							
	I-9504-0	SHERWIN WILLIAMS	R	7/03/2012		64.69CR	065119	64.69
0248	SHOPKO CO LLC							
	I-201206271148	SHOPKO CO LLC	R	7/03/2012		31.47CR	065120	31.47
2791	SIRCHIE FINGER PRINT LABS LLC							
	I-84576-IN	SIRCHIE FINGER PRINT LABS LLC	R	7/03/2012		66.00CR	065121	66.00
0252	SOUTHSIDE TIRE CO INC							
	I-3016164	SOUTHSIDE TIRE CO INC	R	7/03/2012		22.00CR	065122	
	I-3016453	SOUTHSIDE TIRE CO INC	R	7/03/2012		192.50CR	065122	214.50
4094	STATE BAR OF WISCONSIN							
	I-460909	STATE BAR OF WISCONSIN	R	7/03/2012		64.69CR	065123	64.69

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0771	T G W INC OF WISCONSIN							
	I-21545	T G W INC OF WISCONSIN	R	7/03/2012		18.40CR	065124	18.40
1903	TECHNOLOGY ARCHITECTS INC							
	I-D20120243	TECHNOLOGY ARCHITECTS INC	R	7/03/2012		3,937.79CR	065125	3,937.79
0262	TEMPERATURE SYSTEMS INC							
	I-2061604-00	TEMPERATURE SYSTEMS INC	R	7/03/2012		75.06CR	065126	
	I-2061606-00	TEMPERATURE SYSTEMS INC	R	7/03/2012		80.28CR	065126	155.34
5454	TRANSPORT REFRIGERATION INC							
	I-0292410-100	TRANSPORT REFRIGERATION INC	R	7/03/2012		81.79CR	065127	
	I-0292425-100	TRANSPORT REFRIGERATION INC	R	7/03/2012		21.92CR	065127	103.71
5663	TYLER TECHNOLOGIES INC							
	I-025-41835	TYLER TECHNOLOGIES INC	R	7/03/2012		808.28CR	065128	808.28
0274	VALLEY POPCORN CO INC.							
	I-122962	VALLEY POPCORN CO INC.	R	7/03/2012		368.45CR	065129	
	I-122989	VALLEY POPCORN CO INC.	R	7/03/2012		368.45CR	065129	736.90
0620	VALLEY RADIATOR INC							
	I-25185	VALLEY RADIATOR INC	R	7/03/2012		250.00CR	065130	250.00
6593	VANDYKE, CHRIS							
	I-201206271149	VANDYKE, CHRIS	R	7/03/2012		195.80CR	065131	195.80
3606	VISIONS UPHOLSTERY AND CANVAS LLC							
	I-6643	VISIONS UPHOLSTERY AND CANVAS	R	7/03/2012		25.00CR	065132	25.00
4528	WELSING & ASSOCIATES							
	I-130106	WELSING & ASSOCIATES	R	7/03/2012		313.50CR	065133	
	I-130113	WELSING & ASSOCIATES	R	7/03/2012		687.60CR	065133	1,001.10
0282	WESCO DISTRIBUTION INC							
	I-882386	WESCO DISTRIBUTION INC	R	7/03/2012		115.25CR	065134	
	I-886719	WESCO DISTRIBUTION INC	R	7/03/2012		358.65CR	065134	
	I-895370	WESCO DISTRIBUTION INC	R	7/03/2012		1.28CR	065134	
	I-896202	WESCO DISTRIBUTION INC	R	7/03/2012		40.79CR	065134	515.97
0859	WI DEPT OF AGRICULTURE TRADE &							
	I-5077	WI DEPT OF AGRICULTURE TRADE &	R	7/03/2012		125.00CR	065135	125.00

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0975	WI DEPT OF NATURAL RESOURCES							
	I-201206271150	WI DEPT OF NATURAL RESOURCES	R	7/03/2012		3,000.00CR	065136	3,000.00
0762	WI FIRE INSPECTORS ASSOC							
	I-201206271151	WI FIRE INSPECTORS ASSOC	R	7/03/2012		35.00CR	065137	35.00
1	WRISTBAND RESOURCES							
	I-WR0012538	WR0012538	R	7/03/2012		77.20CR	065138	77.20

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	91	0.00	296,447.84	296,447.84
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:	91	0.00	296,447.84	296,447.84

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	7/2012	215,926.88CR
201	7/2012	3,938.65CR
208	7/2012	119.14CR
209	7/2012	34.93CR
235	7/2012	49,554.34CR
260	7/2012	387.50CR
280	7/2012	387.50CR
405	7/2012	17,546.94CR
415	7/2012	250.00CR
455	7/2012	387.50CR
460	7/2012	872.50CR
601	7/2012	4,380.51CR
650	7/2012	2,661.45CR
=====		
ALL		296,447.84CR

CITY OF DE PERE - JULY 3, 2012

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