# Common Council

**Regular Meeting**

335 South Broadway
De Pere, WI 54115
http://www.de-pere.org

## Agenda

**Tuesday, July 2, 2019** **7:30 PM** **De Pere City Hall Council Chambers**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **July 2, 2019** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

***This meeting can be viewed LIVE on Spectrum Cable Channel 4; AT&T U-verse Channel 99; www.depere.tv. This meeting is also rebroadcast on TV throughout the week and available on demand at www.depere.tv.***

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the June 18, 2019 Common Council meeting.
4. Public comment upon matters not on the agenda and other announcements.
5. Recommendation from the Board of Park Commissioners to Approve Change Order for Bomier Boat Launch to Include Repaving of Current Parking Area.
6. Recommendation from the Board of Park Commissioners to Approve $250 Donation from Woman's Club of De Pere to Recreation Scholarship Fund
7. Recommendation from the Board of Park Commissioners to Approve $500 Donation from Kwik Trip, Inc. for Upper Level Flooring
8. Recommendation from the Board of Park Commissioners to Approve $650 Donation from Nicolet Bank for Recreation Scholarship Fund.
9. Recommendation from the Board of Park Commissioners to Approve $2,500 Donation from Wochinske Family Foundation for the Recreation Scholarship Fund.
10. Recommendation from the License Committee on the request from Definitely De Pere for approval of revised map for Special Permit approved by the Council on June 4, 2019 for Food Truck Rally dates of June 9, July 14 and August 11, 2019.
11. Recommendation from the License Committee on an application for a temporary premises description change, submitted by La Vie Boheme LLC.
12. Recommendation from the License Committee on an application for a temporary premises description change submitted by Mcgeorges Pub.
13. Recommendation from the License Committee on an application for a temporary premise description change submitted by St. Norbert College.
14. Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren.
15. Resolution #19-76 Authorizing Agreement Regarding an Option to Purchase Certain Property Between the City of De Pere and AmeriLux Holdings, LLC (Parcel ED-2077-1).

16. Resolution #19-77 Authorizing Agreement Between the City of De Pere and the Fox River Navigational System Authority Regarding City Installation of Water Meter and Spigot for City Water Use on Government Island.

17. Operator License Applications.

18. Voucher approval.

19. Future Agenda Items.

20. Update on Status of Potential Purchase of Private Property for Public Use

    PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
    The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

21. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Kathy Wochinske
Jonathon Hansen
Kirstie Lechelt
Barb Spitzer
Patrick Skalecki
Jeremy Cords
Kristin & Matthew Lindgren
Leslie Conard
Doreen Martin
Terrie Dubois
Kurt Voss

**City of De Pere, Wisconsin**

**Request For Common Council Action**

| | |
|---|---|
| **MEETING DATE:** | **July 2, 2019** |
| **DEPARTMENT:** | **City Clerk** |
| **FROM:** | **Ann Ledvina** |
| **SUBJECT:** | **Approval of the minutes of the June 18, 2019 Common Council meeting.** |

**ATTACHMENTS:**

- 6-18-19 Common Council Minutes_Draft (DOC)

# Common Council

335 South Broadway
De Pere, WI 54115
http://www.de-pere.org

**Regular Meeting**

**Draft Minutes**

**Tuesday, June 18, 2019** **7:30 PM** **De Pere City Hall Council Chambers**

1. Call to Order. The meeting was called to order at 7:30 PM by Mayor Michael J. Walsh.

| Attendee Name | Title | Status | Arrived |
|---|---|---|---|
| Michael J. Walsh | Mayor | Present | |
| James Boyd | Alderperson | Present | |
| Dan Carpenter | Alderperson | Present | |
| Scott Crevier | Alderperson | Present | |
| Jonathon Hansen | Alderperson | Present | |
| Ryan Jennings | Alderperson | Present | |
| Amy Chandik Kundinger | Alderperson | Present | |
| Casey Nelson | Alderperson | Present | |
| Dean Raasch | Alderperson | Present | |

2. Pledge of Allegiance to the Flag.

   Mayor Walsh invited Andrew Rohm with Boy Scout Troop 1043 - De Pere Middle School to lead the pledge of allegiance.

3. Approval of the minutes of the June 4, 2019 Common Council meeting.

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Dan Carpenter, Alderperson |
| **SECONDER:** | Casey Nelson, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

4. Public comment upon matters not on the agenda and other announcements.

   Alderperson Jennings stated that we currently have two artists from Amal Sweden working on our Sister City mural. They are looking for community involvement tomorrow, June 19th starting at Noon. The mural is located close to Alpha Delights in the Marquette Square parking lot.
   Alderperson Hansen acknowledged the passing of Patricia Finder-Stone. She was a leading advocate for public health, a Korean War veteran, and a member of the City's Board of Health and Sustainability Commissions. He also offered congratulations to Henry Lepak, a 2018 community service grant recipient, on achieving the rank of Eagle Scout.

5. Consider Community Service Grant Application.

   Alderperson Carpenter moved, seconded by Alderperson Crevier to approve the grant in the amount of $600.00. Alderperson Raasch moved, seconded by Alderperson Crevier to open the meeting. Upon vote, motion carried unanimously. Andrew Rohm with Boy Scout Troop 1043 provided an overview of his proposal to build three little libraries in the Dickinson Elementary outdoor learning space. Mayor Walsh thanked him for his efforts and wished him luck with the project. Alderperson Raasch moved, seconded by Alderperson Crevier to close the meeting. Upon vote, motion carried unanimously.

Attachment: 6-18-19 Common Council Minutes_Draft (8491 : Meeting Minutes)

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Dan Carpenter, Alderperson |
| **SECONDER:** | Scott Crevier, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

6. Staff Update on De Pere CDBG-CLOSE & Revolving Loan Fund - No Action Required.

   Development Services Director Kim Flom provided a status update and answered questions. Earlier this year, the Department of Housing and Urban Development formally approved the CDBG-CLOSE program for the state of Wisconsin, which essentially ends the City's revolving loan fund program. The City's account balance of almost $1.4 million in cash and oustanding loans has been effectively defederalized. Staff met earlier this year to identify potential projects which meet the economic development objectives that the original loan program was designed to achieve. They expect to present these ideas to the Finance/Personnel Committee next month.

7. Recommendation from Plan Commission to approve a proposed extraterritorial Two Lot Certified Survey Map at 5813 Blake Road in the Town of Rockland (Parcel R-376). Submitted by Aaron P. Schroeder, PLS, CQM INC, authorized representative for Timothy J. & Lynn A. Jonet, property owners.

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Dean Raasch, Alderperson |
| **SECONDER:** | Amy Chandik Kundinger, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

8. Recommendation from the Finance/Personnel Committee regarding a request for $1000 from TIDs 7 and 9 ($500 from each) to fund a pilot Geofencing Visitor Data and Impact Analysis.

   Alderperson Raasch asked how the technology works and how the City intends to use this data. Development Services Director Kim Flom explained that the data comes from cell towers, which provides empirical numbers pertaining to who might be gathering downtown. For example, it could be determined whether event attendees are City residents or coming from surrounding areas. The other benefit is that staff will have the ability to look at other communities' data, because De Pere is one of several using this beta program. Alderperson Crevier reported that the data includes the age of the cell phone holder as well as the originating zip code. Cell phone provider contracts include a privacy policy which gives users a choice to opt out.

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Scott Crevier, Alderperson |
| **SECONDER:** | Casey Nelson, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

9. Recommendation from the Finance/Personnel Committee to Waive Department of Public Works Fees for Downtown Events Including: Farmers Market, Art Walk, Food Truck Rally, Doggie Block Party, and De Pere Holly Day at the Request of Definitely De Pere.

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| **RESULT:** | **ADOPTED [7 TO 0]** |
| **MOVER:** | Scott Crevier, Alderperson |
| **SECONDER:** | Amy Chandik Kundinger, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Kundinger, Nelson, Raasch |
| **ABSTAIN:** | Ryan Jennings |

10. Recommendation from the Board of Public Works to Approve Award of Contract 19-05 Sidewalk, Curb and Concrete Pavement Repair to Martell Construction, Inc. in the amount of $584,300.00.

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Jonathon Hansen, Alderperson |
| **SECONDER:** | Dean Raasch, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

11. Recommendation from the Board of Public Works to approve award of Contract 19-06A Lawrence Drive Sidewalk Grant Street to Main Avenue and Contract 19-06B Lawrence Drive Sidewalk Scheuring Road to Grant Street to Sommers Construction Company, Inc. in the amounts of $171,084.80 and $459,793.25 respectively.

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Jonathon Hansen, Alderperson |
| **SECONDER:** | Amy Chandik Kundinger, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

12. Recommendation from the Board of Public Works to approve award of Contract 19-11 Garrity's Glen South Subdivision Construction to Dorner, Inc. in the amount of $2,059,620.30.

    Alderperson Carpenter asked staff to check in the field to make sure no main roads are being affected during the project. Alderperson Kundinger noted that there is a wide range in the cost of the bids received and asked if there is a difference in what contractors are offering. Public Works Director Scott Thoresen reported that it is not unusual to see a wide range in the numbers; the higher bidders may have a fuller work schedule.

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Dean Raasch, Alderperson |
| **SECONDER:** | Casey Nelson, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

13. Recommendation from the License Committee on an application for a premises description change for Green Room Theatre, LLC.

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | James Boyd, Alderperson |
| **SECONDER:** | Dan Carpenter, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

14. Recommendation from the License Committee on an application for a revised Special Permit allowing consumption of alcohol beverages on public ways. Submitted by Definitely De Pere for the Farmers Market on Thursdays, June 20 - August 29 from 3:00 p.m. - 8:00 p.m.; and Thursdays, September 5 - September 26 from 3:00 p.m. - 7:00 p.m.

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Alderperson Hansen shared comments for the record from local business DJW Consulting, who expressed concerned about the location of the Farmers Market, parking, and music and drinking happening right outside their business. Hansen reported that Definitely De Pere is aware of the concerns and will do their best to mitigate any disruptions to neighboring businesses. He asked staff to ensure easy access for these businesses. Discussion followed on the status of the fire cleanup at 100 S. Broadway and the possibility of Farmers Market returning to that location.
Alderperson Raasch moved, seconded by Alderperson Carpenter to open the meeting. Upon vote, motion carried unanimously. Bruce Gajewski, property owner at 416 George St, stated that he does want to work with the City, and just wants to make sure that concerns about safety, event attendees being on his property, and his tenants' businesses not being disrupted are addressed.
Alderperson Crevier moved, seconded by Alderperson Boyd to close the meeting. Upon vote, motion carried unanimously. Discussion followed
Alderperson Boyd moved, seconded by Alderperson Carpenter to open the meeting. Upon vote, motion carried unanimously.
Mr. Gajewski also requested that event planners make sure there are enough restrooms for the public to use.
Alderperson Nelson moved, seconded by Alderperson Raasch to close the meeting. Upon vote, motion carried unanimously.

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| **RESULT:** | **ADOPTED [7 TO 0]** |
| **MOVER:** | Amy Chandik Kundinger, Alderperson |
| **SECONDER:** | James Boyd, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Kundinger, Nelson, Raasch |
| **ABSTAIN:** | Ryan Jennings |

15. Recommendation from the License Committee on renewal applications for the licensing period of July 1, 2019 to June 30, 2020.

A. Class "A" Fermented Malt Beverage/"Class A" Intoxicating Liquor Licenses.

Alderperson Boyd moved, seconded by Alderperson Hansen to approve application #1 contingent upon approval from the Chief of Police. Upon vote, motion carried unanimously. Alderperson Boyd moved, seconded by Alderperson Carpenter to approve applications #2 and 3. Upon vote, motion carried unanimously.

B. Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor Licenses.

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | James Boyd, Alderperson |
| **SECONDER:** | Jonathon Hansen, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

C. Class "B" Fermented Malt Beverage/"Class B" Reserve Intoxicating Liquor License.

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | James Boyd, Alderperson |
| **SECONDER:** | Dan Carpenter, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

16. Ordinance #19-16 Amending Section 150-23, Schedule G, Regarding Traffic Regulations.

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Dean Raasch, Alderperson |
| **SECONDER:** | Amy Chandik Kundinger, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

17. Resolution #19-62 Preliminary Resolution Declaring Intention to Exercise Special Assessment Powers Under Section 66.0703, Wis. Stats. Sidewalk on the East Side of Lawrence Drive from Scheuring Road to Main Avenue.

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Scott Crevier, Alderperson |
| **SECONDER:** | Dean Raasch, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

18. Resolution #19-63 Authorizing Agreement Regarding Payment for Public Property Acquisition and Providing for Special Assessments for Public Improvements (Garrity's Glen South Subdivision).

Alderperson Hansen asked if the City made similar commitments for the Pine Trail subdivision. City Attorney Judy Schmidt-Lehman confirmed that both projects have the repayment for infrastructure is being handled through the sale of the lots, although the repayment schedules are different.

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Dean Raasch, Alderperson |
| **SECONDER:** | Casey Nelson, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

19. Resolution #19-64 Authorizing Installment Payment of Expenses for Sidewalk Repair and Replacement Ordered Under Wis. Stats. §66.0907.

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Dean Raasch, Alderperson |
| **SECONDER:** | Scott Crevier, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

20. Resolution #19-65 Approving Intermunicipal Agreement for Reciprocal Aid Including Sharing of Equipment and Services.

Alderperson Kundinger noted that this agreement only refers to existing equipment, and asked if staff has any concerns about the purchase of new equipment. Public Works Director Scott Thoresen responded that the intent of this agreement is only for existing equipment, and any future purchases would be handled with either a joint purchase or additional agreements at that time.

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Amy Chandik Kundinger, Alderperson |
| **SECONDER:** | Casey Nelson, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

21. Resolution #19-66 Approving Compliance Maintenance Annual Report for Wastewater Collection System.

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Dan Carpenter, Alderperson |
| **SECONDER:** | Dean Raasch, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

22. Resolution #19-67 Authorizing Master Agreement with Wisconsin Public Service (License Agreement for Pole Use).

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| **RESULT:** | **REFERRED BACK TO STAFF [UNANIMOUS]**<br><br>**Next: 7/2/2019 7:30 PM** |
| **MOVER:** | Dean Raasch, Alderperson |
| **SECONDER:** | James Boyd, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

23. Resolution #19-68 Approving Participation in the Green Tier Legacy Community Program.

Public Works Director Scott Thoresen answered questions about the practical benefits of participating in the program. Discussion followed about retention ponds. Alderperson Nelson noted that the program is completely voluntary, and there are no binding standards that the City has to meet. Alderperson Crevier added that De Pere can also be a resource for other municipalities.

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Casey Nelson, Alderperson |
| **SECONDER:** | Jonathon Hansen, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

24. Resolution #19-69 Authorizing Agreement for Consulting Services Between the City of De Pere and Tweet-Garot Mechanical, Inc. (Fire Department Station 1 Boiler Replacement Design and Construction Management).

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Amy Chandik Kundinger, Alderperson |
| **SECONDER:** | Ryan Jennings, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

25. Resolution #19-70 Authorizing Amendment to 2019 City Budget for Additional Facade Improvement Grant Funding.

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Scott Crevier, Alderperson |
| **SECONDER:** | Ryan Jennings, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

26. Resolution #19-71 Authorizing Memorandum of Agreement Between the Wisconsin Historical Society and the City of De Pere for the Completion of State and National Historic Designation Nominations (Mansion Street WWII Defense and Daviswood Ranch Historic Districts).

Development Services Director Kim Flom explained the benefits of attaining the historic designation. Aldeperson Boyd asked if residents of these districts have been notified; staff reported that this would occur during the application process.

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Scott Crevier, Alderperson |
| **SECONDER:** | Casey Nelson, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

27. Resolution #19-72 Authorizing Renewal of Agricultural Farm Lease and Grass Cutting Agreement Between the City of De Pere and Larry Binsfeld.

City Attorney Judy Schmidt-Lehman clarified that if a developer were to approach the City with an offer to purchase the land, it is possible to terminate the agreement with proper notice. The farm lease has a provision that the City must pay for lost crops if the sale would happen too quickly to complete the harvest.

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Dean Raasch, Alderperson |
| **SECONDER:** | Dan Carpenter, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

28. Resolution #19-73 Authorizing Assignment and Consent to Assignment Between the City of De Pere, Brian Nooyen and Clint Bodart (Grass Cutting Agreement).

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Dan Carpenter, Alderperson |
| **SECONDER:** | Dean Raasch, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

29. Resolution #19-74 Authorizing Agreement with Forward Move, LLC (Mass Notification Alert System).

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Dean Raasch, Alderperson |
| **SECONDER:** | Jonathon Hansen, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

30. Operator license applications.

Alderperson Boyd moved, seconded by Alderperson Carpenter to deny Previously Tabled Application #2 based on non-appearance before the Committee when requested to attend. Upon vote, motion carried unanimously. Alderperson Boyd moved, seconded by Alderperson Hansen to approve Previously Tabled Applications #1 & #3. Upon vote, motion carried unanimously. Alderperson Boyd moved, seconded by Alderperson Hansen to table New Operator Application #13. Upon vote, motion carried unanimously. Alderperson Boyd moved, seconded by Alderperson Carpenter to approve New Operator Applications #1-12 and #14-17. Upon vote, motion carried unanimously.

31. Voucher approval.

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Dean Raasch, Alderperson |
| **SECONDER:** | Scott Crevier, Alderperson |
| **AYES:** | Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch |

32. Future Agenda Items.

Attachment: 6-18-19 Common Council Minutes_Draft (8491 : Meeting Minutes)

Alderperson Hansen asked staff to research the possibility of expanding the City's Community Service Officer program, which currently enforces parking regulations. Hansen suggested that this could be expanded to include the enforcement of building codes and garbage enclosure requirements. City Administrator Larry Delo stated that this option is being looked at for inclusion in the 2020 budget.

33. Adjournment.

Alderperson Crevier moved, seconded by Alderperson Raasch to adjourn the meeting at 8:42 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen

Attachment: 6-18-19 Common Council Minutes_Draft (8491 : Meeting Minutes)

**City of De Pere, Wisconsin**

**Request For Common Council Action**

**MEETING DATE:** **July 2, 2019**

**DEPARTMENT:** **Parks, Recreation & Forestry**

**FROM:** **Marty Kosobucki**

**SUBJECT:** **Recommendation from the Board of Park Commissioners to Approve Change Order for Bomier Boat Launch to Include Repaving of Current Parking Area.**

The Board of Park Commissioners, at the June 20, 2019 meeting, approved accepting a change order to the Bomier Boat Launch renovation project. The motion passed unanimously with a 7-0 vote.
Staff would like the Board of Park Commissioners to consider a change order to the Bomier Boat Launch Renovation project in the amount of $34,268.90. At least half of the cost is eligible to be funded by one of our grants.
Our current project at Bomier includes the construction of a new parking lot, expansion of the boat launch and development of the passive recreation area along the river. It does not include repaving the existing parking lot. After bids have come in and staff has been able to analyze the financial impacts, we potentially have the ability to include the repaving of the parking lot and utilize some of the grant funding that is not allocated within the project.
The grant from the National Resource Damage Assessment (NRDA) program currently has about $37,000 in unassigned funding for the project. NRDA will only pay for 50% of eligible costs and if funding is not leveraged/assigned it will go back to the NRDA. Our grant from the Wisconsin Department of Natural Resources (WDNR) is currently fully accounted for. The summary below hopefully explains the funding situation.

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| Total Bomier Project Costs: | $531,579.55 | (Passive Recreation area is not eligible for NRDA or WDNR Grant funding) | |
| Total Project Costs eligible for NRDA: | $345,033.00 | | |
| 50% of Eligible Costs: | | $172,516.50 | |
| Total Grant Funding from NRDA: | | $210,000.00 | |
| Total (NRDA) Grant Funding unassigned: | | | $ 37,483.50 |

In order for this Change Order to move forward, the Board of Park Commissioners would need to execute the following; 1) approval of the change order and 2) recommend to City Council the allocation of at least $17,200 from unassigned reserves to leverage against grant funding to complete the project.

**ATTACHMENTS:**

- Asphalt Mill and overlay Pricing Request drawing_5-29-19 (PDF)

## PROJECT INFORMATION

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|---|---|
| PARCEL ID: | ED-74, ED-73, ED-80-2, ED-85 |
| PROPERTY OWNER: | CITY OF DE PERE |
| PROPERTY ADDRESS: | 700 FOX RIVER DR |
| EXISTING ZONING: | R-2 |
| PROPOSED ZONING: | R-2 |
| PROPOSED USE: | BOAT/KAYAK LAUNCH<br>PARKING LOT |
| REQUIRED SETBACKS: | SPECIFIED BY PLAN COMMISSION |

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|---|---|
| PARKING STALLS EXISTING: | 23 |
| PARKING STALLS PROPOSED: | 32 |
| HANDICAP STALL PROPOSED: | 2 TOTAL, 1 VAN ACCESSIBLE |
| DISTURBED AREA: | 34,555 S.F. = 0.79 AC |

SCALE: 1" = 20'

## GENERAL NOTES

1. THE BASE SURVEY WAS PREPARED BY THE CITY OF DE PERE IN APRIL 2017. ALL UNDERGROUND UTILITIES AND STRUCTURES HAVE BEEN SHOWN TO A REASONABLE DEGREE OF ACCURACY AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE THERETO.
2. REFER TO SHEET C100 FOR BENCHMARKS, DATUM, AND TOPOGRAPHIC ELEMENTS.
3. CONTRACTOR SHALL VERIFY LOCATION OF WORK AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCING WORK.

## LAYOUT NOTES

1. ALL DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT OR FACE OF CURB WHERE CONCRETE CURB IS SHOWN.
2. STANDARD CURB RADIUS IS 3' UNLESS INDICATED OTHERWISE.
3. ALL PAVEMENT STRIPING SHALL BE WHITE IN COLOR, 4" WIDE.
4. ALL COORDINATES ARE TO FACE OF CURB IF REFERENCING CURB AND GUTTER.
5. ALL WALL COORDINATES ARE TO BACK OF WALL.
6. CADD FILE WILL BE PROVIDED FOR LAYOUT OF FEATURES.
7. STAIRS/RAILING TO BE PER DETAIL.

## LEGEND

- –PROPOSED ASPHALT PAVEMENT (2 / C401)
- –PROPOSED CONCRETE SIDEWALK (3 / C401)
- –PROPOSED CURB AND GUTTER (24–INCH) (1 / C401)
- –PROPOSED BOAT LAUNCH CONCRETE (SEE C201)
- –PROPOSED HEAVY DUTY CONCRETE (3 / C401)
- N –NORTHING
- E –EASTING
- –GRADING LIMITS
- –HANDICAP PARKING SYMBOL (4 / C400)
- P/L –PROPERTY LINE
- R/W –RIGHT–OF–WAY
- –UTILITY POLE
- –LIGHT POLE NEW/RELOCATED

2-inch Mill and asphalt overlay. 21,700 SF

saw cut asphalt - 24 LF

21,698 sf

BOAT LAUNCH SEE SHEET C201

DOCK SEE SHEET C201

KAYAK LAUNCH LANDING AREA=189.5SF LAUNCH AREA=4.9'x12.2' LOCATE AT END OF EXISTING DOCK.

CONCRETE STAIR 8–7" RISERS

CONCRETE STAIR 6–7" RISERS

STACKED WALL MATCH EXISTING

RELOCATE SALVAGED BRICKS

RELOCATED POLE

CURB CUT TO DITCH

ADA DETECTABLE WARNING FIELD 2'X4'

GRÄEF

1150 Springhurst Drive,
Suite 201
Green Bay, WI 54304-5947
920 / 592 9440
920 / 592 9445 fax

www.graef-usa.com

CONSULTANTS:

PROJECT TITLE:

BOMIER BOAT LAUNCH

700 FOX RIVER DR
DE PERE, WI 54115

| NO. | DATE | REVISIONS | BY |
|---|---|---|---|

PROJECT INFORMATION:

| | |
|---|---|
| PROJECT NUMBER: | 19-22 |
| DATE: | 02-22-19 |
| DRAWN BY: | CEP |
| CHECKED BY: | PJS |
| APPROVED BY: | PJS |
| SCALE: | AS NOTED |

SHEET TITLE:

SITE LAYOUT, UTILITY, AND PAVING PLAN

SHEET NUMBER:

C200

X:\GB\2019\20192009\CAD\Site\dwg\00\C200 Layout_Utilities
2/22/2019 9:16 AM

Attachment: Asphalt Mill and overlay Pricing Request drawing 5-29-19 (8462 : Recomm from Park Bd to Approve Change for Bom Boat Launch to Inc Repaving of Current Park Area)

**City of De Pere, Wisconsin**

**Request For Common Council Action**

| | |
|---|---|
| **MEETING DATE:** | **July 2, 2019** |
| **DEPARTMENT:** | **Parks, Recreation & Forestry** |
| **FROM:** | **Marty Kosobucki** |
| **SUBJECT:** | **Recommendation from the Board of Park Commissioners to Approve $250 Donation from Woman's Club of De Pere to Recreation Scholarship Fund** |

The Board of Park Commissioners, at the June 20, 2019 meeting, approved accepting a $250 donation form the Women's Club of De Pere to the Recreation Scholarship Fund. The motion passed unanimously with a 7-0 vote.
Staff is seeking approval to accept a $250 donation from Woman's Club of De Pere to the Recreation Scholarship Program. Their mission is to enrich the quality of life in our city and area and hope this donation will assist our organization in carrying out this focus. To date, this program has awarded 316 scholarships to youth/families in our community for participation in city sponsored recreation programs, co-sponsored sports programs or pool passes for families to enjoy!

Current balance in our account is $24,789.19.

Thank you for your time and consideration.

**City of De Pere, Wisconsin**

**Request For Common Council Action**

| | |
|---|---|
| **MEETING DATE:** | **July 2, 2019** |
| **DEPARTMENT:** | **Parks, Recreation & Forestry** |
| **FROM:** | **Paula Rahn** |
| **SUBJECT:** | **Recommendation from the Board of Park Commissioners to Approve $500 Donation from Kwik Trip, Inc. for Upper Level Flooring** |

The Board of Park Commissioners, at the June 20, 2019 meeting, approved accepting a $500 donation from Kwik Trip towards the flooring project for the upper level of the Community Center. The motion passed unanimously with a 7-0 vote.
Staff is seeking approval to accept a $500 donation from Kwik Trip, Inc. towards the flooring project for the upper level of the Community Center. The final phase of our flooring renovation includes removing the VCT tile in the hallways, large Pine Rm., kitchen and storage room on the upper level and replacing it with luxury vinyl plank flooring, which is what was currently installed on the lower level. Total cost of this project is nearly $22,000. The entire project is to be funded through private donations.

Thank you for your time and consideration.

**City of De Pere, Wisconsin**

**Request For Common Council Action**

| | |
|---|---|
| **MEETING DATE:** | **July 2, 2019** |
| **DEPARTMENT:** | **Parks, Recreation & Forestry** |
| **FROM:** | **Marty Kosobucki** |
| **SUBJECT:** | **Recommendation from the Board of Park Commissioners to Approve $650 Donation from Nicolet Bank for Recreation Scholarship Fund.** |

The Board of Park Commissioners, at the June 20, 2019 meeting, approved accepting a $650 donation from Nicolet Bank for the Recreation Scholarship Fund. The motion passed unanimously with a 7-0 vote. Alderperson Hansen and his fellow employees at Nicolet Bank have raised money to be donated to the Recreation Scholarship Fund.

**City of De Pere, Wisconsin**

**Request For Common Council Action**

| | |
|---|---|
| **MEETING DATE:** | **July 2, 2019** |
| **DEPARTMENT:** | **Parks, Recreation & Forestry** |
| **FROM:** | **Marty Kosobucki** |
| **SUBJECT:** | **Recommendation from the Board of Park Commissioners to Approve $2,500 Donation from Wochinske Family Foundation for the Recreation Scholarship Fund.** |

The Board of Park Commissioners, at the June 20, 2019 meeting, approved accepting a $2,500 donation from the Wochinske Family Foundation for the Recreation Scholarship Fund. The motion was approved unanimously with a 7-0 vote.

**ATTACHMENTS:**

- Wochinske Donation (DOCX)

# CITY OF DE PERE
# MEMO

To: Board of Park Commissioners
From: Don Melichar
Date: June 16, 2019

RE: **Approve Donation from Wochinske Foundation**

This memo is to seek the Board of Park Commissioner's approval for the De Pere Parks, Recreation and Forestry Department to accept a donation of $2,500 for the Wochinske Foundation to be placed in the Recreation Scholarship Fund.

This is the tenth year that Jim and Kathy Wochinske have donated to this fund. In total they have contributed $21,000 to the Recreation Scholarship fund. They appreciate that the City offers this for our residents and truly enjoy contributing to this great program.

Thank you for your consideration in this matter. If you have any questions, concerns or comments, please do not hesitate to contact me.

Attachment: Wochinske Donation (8457 : Recomm from Bd Park Comm to Approve $2,500 Donation from Wochinske Family for the Rec

**City of De Pere, Wisconsin**

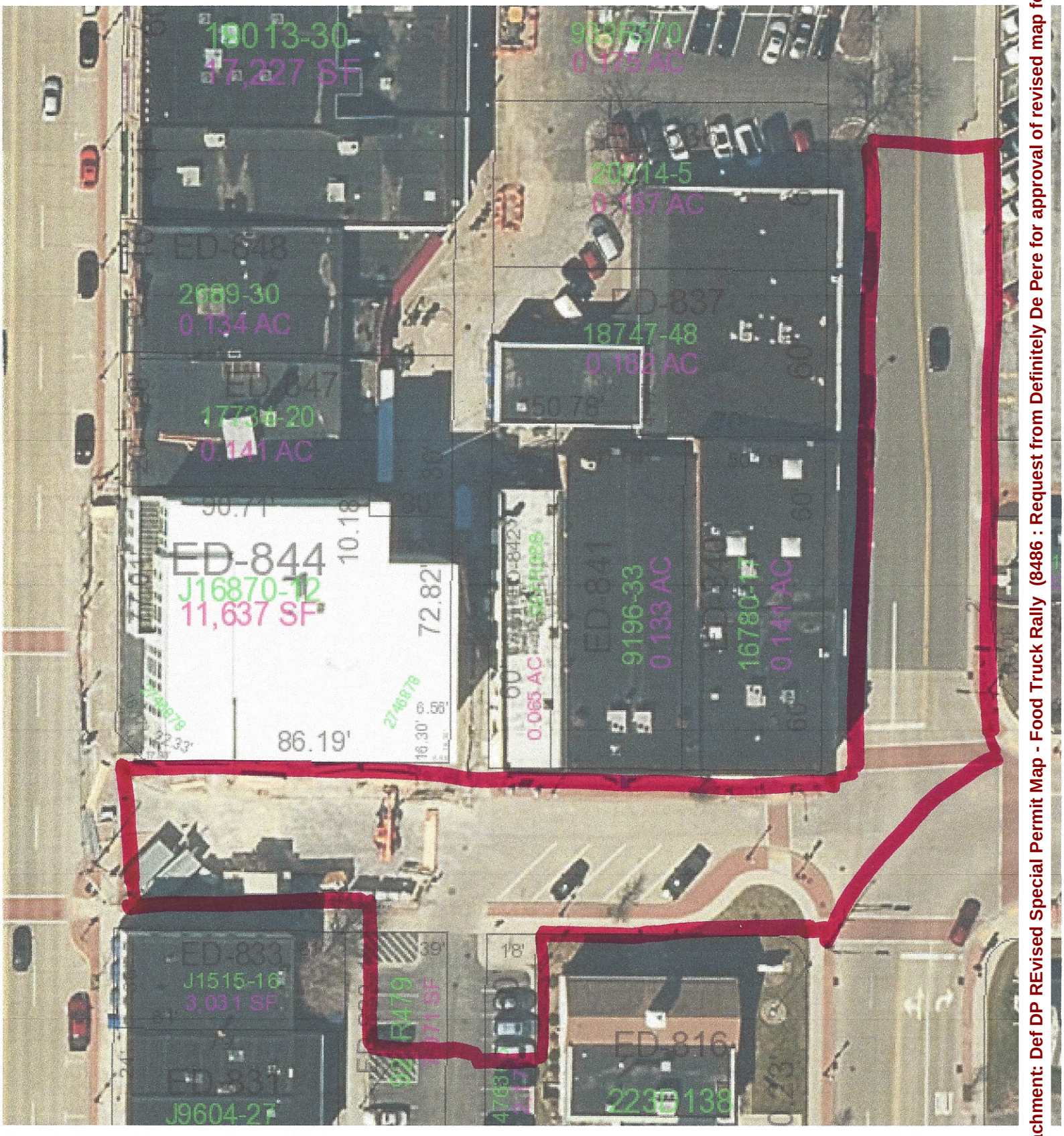
**Request For Common Council Action**

| | |
|---|---|
| **MEETING DATE:** | **July 2, 2019** |
| **DEPARTMENT:** | **City Clerk** |
| **FROM:** | **Ann Ledvina** |
| **SUBJECT:** | **Recommendation from the License Committee on the request from Definitely De Pere for approval of revised map for Special Permit approved by the Council on June 4, 2019 for Food Truck Rally dates of June 9, July 14 and August 11, 2019.** |

At the June 4, 2019 Common Council meeting, the request for a Special Permit for the Food Truck Rally dates was unanimously approved for the area on George Street from Broadway to Wisconsin St. Definitely De Pere is now requesting approval for an expanded area as shown in the attached map.

**ATTACHMENTS:**

- Def DP REvised Special Permit Map - Food Truck Rally (PDF)




Attachment: Def DP REvised Special Permit Map - Food Truck Rally (8486 : Request from Definitely De Pere for approval of revised map for

**City of De Pere, Wisconsin**

**Request For Common Council Action**

| | |
|---|---|
| **MEETING DATE:** | **July 2, 2019** |
| **DEPARTMENT:** | **City Clerk** |
| **FROM:** | **Ann Ledvina** |
| **SUBJECT:** | **Recommendation from the License Committee on an application for a temporary premises description change, submitted by La Vie Boheme LLC.** |

**ATTACHMENTS:**

- La Vie Temporary premises description change_07022019 (PDF)

# Original Alcohol Beverage Retail License Application

*(Submit to municipal clerk.)*

For the license period beginning: 7-1-19 (mm dd yyyy) ending: 6-30-20 (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of De Pere

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

Check one: ☐ Individual ☒ Limited Liability Company ☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number: 456-102727-202-03

FEIN Number: 27-3285574

| TYPE OF LICENSE REQUESTED | FEE |
|---|---|
| ☐ Class A beer | $ |
| ☐ Class B beer | $ |
| ☐ Class C wine | $ |
| ☐ Class A liquor | $ |
| ☐ Class A liquor (cider only) | $ N/A |
| ☐ Class B liquor | $ |
| ☐ Reserve Class B liquor | $ |
| ☐ Class B (wine only) winery | $ |
| Publication fee | $ |
| TOTAL FEE | $ 0 |

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)

LA VIE BOHEME LLC

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

| | | | |
|---|---|---|---|
| President / Member Last Name: MARTIN | (First): DEL | (Middle Name): DANIEL | Home Address (Street, City or Post Office, & Zip Code): |
| Vice President / Member Last Name: MARTIN | (First): DOREEN | (Middle Name): MARIE | Home Address (Street, City or Post Office, & Zip Code): |
| Secretary / Member Last Name: | (First): | (Middle Name): | Home Address (Street, City or Post Office, & Zip Code): |
| Treasurer / Member Last Name: | (First): | (Middle Name): | Home Address (Street, City or Post Office, & Zip Code): |
| Agent Last Name: MARTIN | (First): DOREEN | (Middle Name): MARIE | Home Address (Street, City or Post Office, & Zip Code): |
| Directors / Managers Last Name: | (First): | (Middle Name): | Home Address (Street, City or Post Office, & Zip Code): |

1. Trade Name: LA VIE BOHEME Business Phone Number: 920 403 1770
2. Address of Premises: 421 GEORGE ST. #101 Post Office & Zip Code: 54115
3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

1450 sq FT Bar, seating, supply room + outdoor overlay-seating
PLUS: See attached (DRINKS SERVED IN PLASTIC/CANS)
FOOD TRUCK RALLY 7/14 + 8/11 4:00-8:00
FARMERS MARKET 6-20 TO 9-26, THURSDAYS 3-8:00 (7:00 in SEPT)

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



Attachment: La Vie Temporary premises description change_07022019 (8488 : La Vie Premise Description change)

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☒ Yes ☐ No
Completed 11/2010

7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
**If yes, explain.**

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No

9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 12/2010 of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
**If yes, explain.**

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No

11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No

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

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

| Contact Person's Name (Last, First, M.I.) | Title/Member | Date |
|---|---|---|
| DOREEN M MARTIN | CO-OWNER | 6-13-19 |
| **Signature** | **Phone Number** | **Email Address** |
| Doreen Martin | 920-403-770 | laviebohemelle@gmail.com |

**TO BE COMPLETED BY CLERK**

| Date received and filed with municipal clerk | Date reported to council / board | Date provisional license issued | Signature of Clerk / Deputy Clerk |
|---|---|---|---|
| 6-14-19 | | | |
| **Date license granted** | **Date license issued** | **License number issued** | |
| | | | |

AT-106 (R. 3-19)

Attachment: La Vie Temporary premises description change_07022019 (8488 : La Vie Premise Description change)

Temporary Extension of Premises for La Vie Boheme:

Food Truck Rally – July 14 and August 11, 2019 4 PM – 8 PM

Farmers Market – Thursdays July 11 through September 26, 2019 3 PM – 8 PM (7 PM in September)

The public sidewalk on George Street immediately contiguous to the licensed premises, approximately 23 feet; and the public sidewalk on Wisconsin Street immediately contiguous to the licensed premises, approximately 25 feet.

Attachment: La Vie Temporary premises description change_07022019 (8488 : La Vie Premise Description change)

**City of De Pere, Wisconsin**

**Request For Common Council Action**

| | |
|---|---|
| **MEETING DATE:** | **July 2, 2019** |
| **DEPARTMENT:** | **City Clerk** |
| **FROM:** | **Ann Ledvina** |
| **SUBJECT:** | **Recommendation from the License Committee on an application for a temporary premises description change submitted by Mcgeorges Pub.** |

**ATTACHMENTS:**

- McGeorges Temporary premises description_07022109 (PDF)

# Original Alcohol Beverage Retail License Application

*Submit to municipal clerk.*

For the license period beginning 07-01 20 19 ;
ending 06-30 20 20

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

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

| Applicant's WI Seller's Permit No.: | FEIN Number: |
|---|---|
| 456-1026204228-02 | 45-3029105 |

| LICENSE REQUESTED ▶ | |
|---|---|
| TYPE | FEE |
| ☐ Class A beer | $ |
| ☐ Class B beer | $ |
| ☐ Class C wine | $ |
| ☐ Class A liquor | $ |
| ☐ Class A liquor (cider only) | $ N/A |
| ☐ Class B liquor | $ |
| ☐ Reserve Class B liquor | $ |
| ☐ Class B (wine only) winery | $ |
| Publication fee | $ |
| TOTAL FEE | $ 0 |

1. The named ☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation / Nonprofit Organization
   hereby makes application for the alcohol beverage license(s) checked above.
2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ George Street BAR LLC

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

| Title | Name (Last, First, M.I.) | Home Address | Post Office & Zip Code |
|---|---|---|---|
| President/Member Owner | Conard, Leslie M | | |
| Vice President/Member | | | |
| Secretary/Member | | | |
| Treasurer/Member | | | |
| Agent ▶ Leslie Conard | | | |
| Directors/Managers | | | |

3. Trade Name ▶ Mcgeorges Pub Business Phone Number 9206767677
4. Address of Premises ▶ 415 George St. Depere WI Post Office & Zip Code ▶ 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 11/22/2011 of registration.
   (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
   (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No

   *(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)*
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) See attached
10. Legal description (omit if street address is given above): Farmers Market, Food Truck Rally
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
    (b) If yes, under what name was license issued? Mcgeorges
12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

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

**TO BE COMPLETED BY CLERK**

| Date received and filed with municipal clerk | Date reported to council / board | Date provisional license issued | Signature of Clerk / Deputy Clerk |
|---|---|---|---|
| 6-12-19 | | | |
| Date license granted | Date license issued | License number issued | |
| | | | |



Attachment: McGeorges Temporary premises description_07022109 (8487 : Mcgeorge Pub Premise description change)

Temporary Extension of Premises for McGeorges:

Food Truck Rally – July 14 and August 11, 2019 4 PM – 8 PM

Farmers Market – Thursdays July 11 through September 26, 2019 3 PM – 8 PM (7 PM in September)

The public sidewalk on George Street immediately contiguous to the licensed premises, approximately 21 feet.

Attachment: McGeorges Temporary premises description_07022109 (8487 : Mcgeorge Pub Premise description change)

**City of De Pere, Wisconsin**

**Request For Common Council Action**

| | |
|---|---|
| **MEETING DATE:** | **July 2, 2019** |
| **DEPARTMENT:** | **City Clerk** |
| **FROM:** | **Ann Ledvina** |
| **SUBJECT:** | **Recommendation from the License Committee on an application for a temporary premise description change submitted by St. Norbert College.** |

**ATTACHMENTS:**

- St Norbert Premise Description Change_722019 (PDF)

Premise Description Change

# Original Alcohol Beverage Retail License Application

*Submit to municipal clerk.*

| Applicant's WI Seller's Permit No.: | FEIN Number: |
|---|---|
| 456-10201122503 | 39-1399196 |

LICENSE REQUESTED ▶

| TYPE | FEE |
|---|---|
| ☐ Class A beer | $ |
| ☐ Class B beer | $ |
| ☐ Class C wine | $ |
| ☐ Class A liquor | $ |
| ☐ Class A liquor (cider only) | $ N/A |
| ☐ Class B liquor | $ |
| ☐ Reserve Class B liquor | $ |
| ☐ Class B (wine only) winery | $ |
| Publication fee | $ |
| TOTAL FEE | $ 0 |

For the license period beginning JULY 1 20 18 ;
ending JUNE 30 20 19

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

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

1. The named ☐ Individual ☐ Partnership ☐ Limited Liability Company ☑ Corporation / Nonprofit Organization
   hereby makes application for the alcohol beverage license(s) checked above.
2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶
   ST. NORBERT COLLEGE, INC
   An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

| Title | Name (Last, First, M.I.) | Home Address | Post Office & Zip Code |
|---|---|---|---|
| President/Member PRESIDENT | BRIAN BRUESS | | |
| Vice President/Member | | | |
| Secretary/Member SECRETARY | AMY SORENSON | | |
| Treasurer/Member TRUASURER | EILEEN JAHNKE | | |
| Agent ▶ TERRIE DUBOIS | | | |
| Directors/Managers | | | |

3. Trade Name ▶ ST NORBERT COLLEGE, INC. Business Phone Number 9204031352
4. Address of Premises ▶ SEE ATTACHED Post Office & Zip Code ▶ DEPERE 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☑ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☑ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☑ No
8. (a) **Corporate/limited liability company applicants only:** Insert state _____ and date _____ of registration.
   (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☑ No
   (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☑ No
   *(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)*
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) SEE ATTACHED
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☑ Yes ☐ No
    (b) If yes, under what name was license issued? ST NORBERT COLLEGE, INC.
12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277]. ☑ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. ☑ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☑ Yes ☐ No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Eileen M Jahnke

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

**TO BE COMPLETED BY CLERK**

| Date received and filed with municipal clerk | Date reported to council / board | Date provisional license issued | Signature of Clerk / Deputy Clerk |
|---|---|---|---|
| 5-21-19 | | | |
| **Date license granted** | **Date license issued** | **License number issued** | |

AT-106 (R. 7-18) Wisconsin Department of Revenue

Attachment: St Norbert Premise Description Change_722019 (8489 : SNC temporary premises description change)

Extension of Premise for:

July 19th, 2019, 5:30pm-9pm

Location: Gehl-Mulva Science Center; 161 Reid Street, first floor Keefe Gallery

Attachment: St Norbert Premise Description Change_722019 (8489 : SNC temporary premises description change)

**City of De Pere, Wisconsin**

**Request For Common Council Action**

| | |
|---|---|
| **MEETING DATE:** | **July 2, 2019** |
| **DEPARTMENT:** | **City Clerk** |
| **FROM:** | **Carey Danen** |
| **SUBJECT:** | **Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren.** |

**ATTACHMENTS:**

- Reso19-75 (DOCX)
- Lindgren Liability claim (PDF)
- Lindgren Liability denial (PDF)

RESOLUTION #19-75

DISALLOWANCE OF CLAIM
(Kristin & Matthew Lindgren)

WHEREAS, a Notice of Claim and Claim was filed in the Office of the City Clerk on June 3, 2019, by Kristin and Matthew Lindgren ("Claimants"), W9316 Nocerini Road, Iron Mountain, Michigan 49801; and

WHEREAS such Notice and Claim alleges that on March 14, 2019, excess stormwater from a blocked storm drain/catch basin near the Claimants' former residence at 1198 Meadow View Lane in the City of De Pere caused basement flooding resulting in $7,924.60 in damages; and

WHEREAS, Brown County, including the De Pere area, experienced an unusually significant rainfall event, which together with unseasonably warm temperatures following a cold snap, caused rapid area-wide snow melt and flooding on March 14, 2019; and

WHEREAS, this matter has been reviewed by the City's liability insurance carrier, EMCASCO Insurance Company (EMC), which investigated the same and determined that the Claimant's damages were caused by pooling of surface water resulting from ice accumulation which blocked the storm drain/catch basin; further, based upon its investigation, EMC has determined the City was not negligent or legally responsible for the Claimant's property damage as it occurred as a result of an extreme weather event which could not have been foreseen or prevented; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Attachment: Reso19-75 (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

The Claim submitted by Kristin and Matthew Lindgren be, and the same is hereby denied, and that no action on this Claim may be brought against the City of De Pere, or any of its officers, officials, agents or employees after six months from the date of service of this notice.

BE IT FURTHER RESOLVED THAT:

A copy of this resolution be forwarded to the Claimants, Kristin and Matthew Lindgren, as a Notice of Disallowance.

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 2nd day of July, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____

Nays:_____

Attachment: Reso19-75 (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

RECEIVED
JUN – 3 2019
DE PERE
CITY CLERK

CITY OF DE PERE
CLERK-TREASURER'S OFFICE
335 SOUTH BROADWAY STREET
DE PERE, WI 54115
(920) 339-4050

# LIABILITY CLAIM INFORMATION FORM

INSTRUCTIONS: Please fill out this form completely, sign, date and return to the address listed above. The City will submit your documentation to its insurance carrier for payment determination.

1. Date and Time of Incident: March 14, 2019
2. Location of Incident: 1198 Meadow View Lane DePere, WI
3. Name of Injured Person/Owner of Damaged Property: Matt & Kristen Lindgren (Age if Minor: ____)
4. Address: 1198 Meadow View Lane DePere, WI
5. Telephone Number: (H) Cell Kristen 920-680-3336 (C) Matt 920-680-5726 (W) (cell ph#s)
6. Please give a detailed description of the incident (use back of form if necessary):
   * See attached
7. Total Amount of Claimed Damages: $ 1924.60 (Attach itemized statements/bills)
8. Witness name, address and telephone number: Andy Basten 4560 Algonquin Trail Green Bay 54313 ph# 920-434-8908
   Randy Alder, ph# 920-606-5752, 5357 Glendale Ave Green Bay WI 54313

**In signing this Liability Claim form, I acknowledge that the City of De Pere will be submitting my information to its liability insurance carrier for its review and determination of liability and that my claim will be paid only if the insurance company determines the City is legally liable for my damages/injuries.**

5/22/2019
Date

Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

On March 14, 2019, I woke up at 6:20 am to water in my basement. I lived at 1198 Meadow View Lane, in DePere, WI. DePere and Green Bay were under a flood warning and flash flood watches. The water from our sump pump pit was overflowing, the amount of water coming into it was more than our 1hp pump could handle. Our basement was newly finished which was just completed in December of 2018.

Thursday morning, March 14th, I called my husband as I needed guidance on where to begin. Since the sump pump couldn't keep up and there was nothing I could do this early but to make sure all the furniture and items were off the floor. My husband told me to take off the baseboards and to un-staple the newly carpeted steps and go up a bit so it doesn't soak in and wreck the carpet. My husband told me he would call a friend, Randy Alder, to get an extra pump from a hardware store, but we would have to wait until they open. In the meantime, I worked on picking up furniture and items off the floor before I could get to the baseboards.

Randy came to the house at 9:30 am with a pump from Ace Hardware. We began to set it up, but one of the hoses (we needed 2 of to reach outside) had a hole in it so he had to go back to the store to get another one. Once he got back, we started the pump and began to get the excess water out of the pit. It took about an hour for the water in the basement to recede. I used our own personal rug doctor and shop-vac to continue to soak up the rest of the water in our basement.

At 10:50 am, Randy went to Menards to get fans, a squeegee, and a tarp to protect the stairs from the condensation on the hose as it was going up the carpeted stairs into the driveway. He used my card. Throughout the day I was calling my husband for advice of what else to do. He said to get started on the baseboards and get the carpet at the bottom of the stairs up if water was touching it, which it was. My husband, Matt, called Andy Basten, our home inspector, to help us understand how this could happen. He was just there a couple weeks prior, as we had an accepted offer on our house which had been for sale, and were told that our basement was sound. Andy agreed to come to the house, but would not be able to until 2pm.

I also took pictures of the field behind our house on the property of Westwood Elementary, as it looked like a lake. I couldn't believe what it looked like and still the amount of water that was pouring into our basement. I did take a video of the amount of water still coming in even with the extra pump running.

At noon, my husband called and said he was on his way home and should be able to make it around the same time that Andy would be at the house.

Andy and my husband arrived right at the same time just after 2pm. He went downstairs and looked at the pit and all the water in the basement and told us to call the City of DePere immediately. There was too much water going into the basement for this to be a normal amount of water around our house and everything was working as it should. His professional opinion was there was an issue with the city drain system.

Andy suggested that I call the city and Square One Restoration to help with any of the water damage if we could not get it dried out.

At 2:47 pm, I called the City of DePere to report that we have excessive water coming into our sump pump pit. She told us that she would have someone come out, and look but unsure when with the amount of water issues in the area. In the meantime, we were still working on using the shop vac/rug doctor to get up as much of the water as we could.

Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

There was a city truck that came out, and checked the man hole cover in the middle of the road and confirmed the sewer drain was not backed up. I told him there was a ton of water coming into the pit, he said there was someone else that would check the storm drains. We made other calls to companies to see if they had equipment or if they had someone that could tell us if our flooring could be saved. We either received no answers or were told that they didn't have anyone available due to all the flooding. If they gave me recommendations, I called. I didn't get anyone on the phone, and nor did anyone call me back.

Around 4:15pm, my husband and I went to Home Depot as we felt we should get more fans and a dehumidifier to try to dry out the basement. We rented a couple more fans as well along with the dehumidifier. We weren't sure if we got the water from underneath the new vinyl flooring that was installed, so we wanted to try to dry out as much of it as we could. When we got back home, we set up the equipment then there wasn't anything else we could do at the moment so we ordered a pizza which is about a 10 minute round-trip for us. We plugged in the equipment, and ran to get the pizza. When we got back, I could see there was no water coming out of the driveway. We ran into the house and the breaker blew, and all the water that we just cleaned up came back into the basement. It was like we were re-living it all again.

A pickup truck came out (unsure of time) and he had this huge pole and he was checking the storm drain. He said he had to come back. Around 5pm, I was getting worried as the water starting to rise above our curb and I was thinking that this was all going to keep going throughout the night. I called the City of DePere, but the office was closed so they listed another number to call, after hours. I called and explained that the water was rising in the road, and we were still getting a lot of water into the pit.

I called our insurance to see if I would be covered, and I had them read the policy to me. I heard that if water came out of the pit, we should have coverage. I did not file a claim at this time, because I wasn't sure what was all damaged yet or if there could be more.

Around 6pm, another big city truck came out and they had a huge water pressure hose, and they opened up the storm drain. I went out and talked to the guys to see what was going on. They said there was a big chunk of ice blocking the storm drain. It took them approximately 25 minutes to break this piece of ice. They showed me the difference from when it was blocked to the amount of water that was coming out when it wasn't blocked. An hour after the ice was broken, we were able to turn off the additional pump and within two hours, the water coming into our pit was just a trickle. We kept the fans and other equipment going until we could figure how much damage there really was.

Friday March 15th, 2019, we called our realtor to let her know about the water issue, and then we called the buyers to let them know. We explained what happened, and they were very understanding. We told them that we were going to see if our insurance company could recommend anyone to come and look at our flooring or to see if there was damage to it. We would keep them updated.

I called Safeco back and explained our situation and if they had any suggestions to help us. I really didn't want to file a claim, if we didn't have too. I was told that they couldn't give me recommendation as they don't do that, but if I filed a claim they could help. I said I just want someone to tell me if the flooring was damaged first. I was told this was my only option, unless I deal with it all myself. So, I filed a claim. I explained that I need help, because we had an

Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

accepted offer on our house. I wanted to make this house good for the next buyer. She said they could make a note, but a field adjuster would contact me.

On Saturday, March 16th, I received a call from the adjuster Eric and he was coming to the area on Monday but he couldn't get to our house until that next Saturday (a week later). I explained to him our situation with our house sold. He said that he would drive right in from Pittsburg, PA, and would come right to my house. We returned our equipment on Saturday, March 16th.

On Monday, March 18th, Eric came to the house and completed his assessment. He did determine that there is still quite a bit of moisture under the flooring. The flooring after walking on it you could see the water coming up between the connections. He stated that we did a good job taking off the base boards and getting everything up. He said it was the best he has seen. He explained that he would get his report to the adjuster, Michael and I should hear within the week.

However, I couldn't wait for insurance as we knew that we needed to order the flooring since it had to be replaced and it was special order. I went to Home Depot on March 20th to order the flooring which they said it would take 2 weeks to get in. I paid for this out of pocket, $1912.93.

March 22nd, I got a call from PuroClean that they were hired to come in and rip up our basement. They wanted to know if I had March 25th free. I did, so we scheduled for that day. They called back an hour later and they had a cancellation for today, so they came right over.

We went through everything and 2 people showed up. She went through the paperwork with me and stated that if insurance didn't pay, I would be responsible. I was leery on signing as I didn't hear anything from Michael on this. I asked what the normal cost is and she said between 3-6K. I explained that I didn't hire them, she said it should be fine. They worked until almost 6pm that night on cleaning up the flooring and they used a spray to prevent against mold. She said they will be calling over the weekend to see how things are going. They brought their own equipment, a couple of fans and a huge dehumidifier.

On Monday, March 25th I received a call from PuroClean who wanted to come and check on stuff and pick up the equipment. While he was doing his final readings, I had joked to see if he knew anyone that could install flooring sooner than April 18th which was the earliest date I was getting from contractors, due to all the area damage. He said he may know someone and would call me. He called me an hour later with a name for Wright Remodeling Services.

Friday March 29th, the flooring guy came out to give me a quote: $2600, and he would install, and put the baseboard back on for us. He would come out on April 1st. It would take about a week or less. I explained that this would be perfect as we were closing on the house on April 4th. Wright flooring started the work on April 1st and finished on April 3rd.

Our claim was denied on May 9, 2019, because my policy does not afford coverage for water which escapes or overflows from sewers or drains located off the residence premises. The bill for PuroClean was sent to us on May 14th and we need to start paying May 17th.

Out of Pocket Costs:
Rentals: $479.90 (paid)
Flooring: $1912.93 (still paying)
Installation of flooring: $2600 (paid out of savings)

Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

Cleaning: $2842.52**(now expected to pay out of pocket)
Loss of file cabinet: $232.12 bought in 2013, depreciation for partial year: $89.25
Total Cost/Lost: $7924.60

My husband and I spent a lot of time trying to mitigate our damages and missed several days of work, but we do not intend to pursue a lost wage claim at this time.

Please call me with any additional questions you may have.

Thank you.

Sincerely,

Kristin Lindgren

Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

Safeco Insurance
A Liberty Mutual Company

May 07, 2019

Kristin Lindgren
Matthew Lindgren
1198 Meadow View Ln
De Pere, WI 54115-1034

CONTACT US

**By phone**
Tel: 407-391-2158

Fax: 866-791-7490

**By E-mail**
Michael.hamm-barnett@libertymutual.com

**Safeco Insurance Company of America**
Mailing Address:
P.O. Box 515097
Los Angeles, CA 90051-5097
Phone: (800) 332-3226
Fax: (888) 268-8840

**Visit us online**
Safeco.com

Claim Number: 039471096-01
Date of Loss: 3/14/2019
Policy Number: OX6502731

Dear Mr. & Mrs. Lindgren,

I'm writing you today to share the latest information about your homeowners claim. As we recently discussed, I have completed my review of your claim, which revealed an off premises clog in the sewer system.

After a careful investigation of your claim, we have determined that your policy does not afford coverage for water which escapes or overflows from sewers or drains located off the residence premises;.

**Your Policy Language**
I know this can be disappointing news, so I want to make sure you fully understand this outcome. With that in mind, here's the language in your policy that pertains to an off premises clog in the sewer system:

**BUILDING PROPERTY LOSSES WE DO NOT COVER**
We do not cover loss caused directly or indirectly by any of the following excluded perils. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area;

**10. Water Damage,** meaning:
**a. (1)** flood, surface water, waves, tidal water, tsunami, seiche, overflow of a body of water, storm surge or spray from any of these, whether or not driven by wind, including hurricane or similar storm; or
**(2)** release of water held by a dam, levee, dike or by a water or flood control device or structure;
**b.** water below the surface of the ground, including that which exerts pressure on, or seeps or leaks through a building, wall, bulkhead, sidewalk, driveway, foundation, swimming pool, hot tub or spa, including their filtration and circulation systems, or other structure;
**c.** water which escapes or overflows from sewers or drains located off the ***residence premises;***

Water includes any water borne materials.
This exclusion applies whether the water damage is caused by or resulting from human or animal forces or any act of nature.
Direct loss by fire, explosion or theft resulting from water damage is covered.



Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

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A Liberty Mutual Company

**Next Steps**

- Our coverage position is based on our investigation, presently known facts and the terms of your policy. If you have any additional information that you believe might change our decision to deny coverage, please send it to us in writing right away. We are always open to reevaluating our position.
- To protect your property, please begin the repair process as soon as possible. If you don't have a preferred contractor, I can recommend one in your area.

**Here to Help**

If you have any questions, or any new information to share, please email or call me. I can assist you more quickly if you reference your claim number in all communications.

Thank you for trusting Safeco with all your Insurance needs.

Sincerely,

Michael Hamm-Barnett
Claims Department

Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

**Safeco Insurance Company**

PO Box 515097
Los Angeles, CA 90051-5097
(888) 268-8840 Fax

| | | | |
|---|---|---|---|
| Insured: | Kristin Lindgren & Matthew Lindgren | Cell: | (920) 680-3336 |
| Property: | 1198 MEADOW VIEW LN<br>DE PERE, WI 54115-1034 | Cellular: | (920) 680-3336 |
| Home: | 1198 MEADOW VIEW LN<br>DE PERE, WI 54115-1034 | | |
| Claim Rep.: | Property, Overflow | | |
| Business: | 175 BERKELEY ST<br>BOSTON, MA 02116-5066 | | |
| Claimant: | Lindgren, Kristin | Cell: | (920) 680-3336 |
| Home: | 1198 MEADOW VIEW LN<br>DE PERE, WI 54115-1034 | | |
| Estimator: | Eric Bellanca | Cellular: | (586) 808-1316 |
| Position: | Adjuster | E-mail: | Eric.Bellanca@clcat-na.com |
| Company: | Sedgwickcat | | |
| Business: | P.O, Box 70369<br>Dallas, TX 75234 | | |
| Reference: | | | |
| Company: | Safeco Insurance Company of America | | |

**Claim Number:** 039471096-01 **Policy Number:** OX6502731 **Type of Loss:** Water

| | | | |
|---|---|---|---|
| Date Contacted: | 3/16/2019 | | |
| Date of Loss: | 3/14/2019 | Date Received: | 3/15/2019 |
| Date Inspected: | 3/18/2019 | Date Entered: | 3/15/2019 6:42 PM |
| Date Est. Completed: | 3/21/2019 4:53 PM | | |
| Price List: | WIGR8X_MAR19<br>Restoration/Service/Remodel | | |
| Estimate: | KRISTIN_LINDGREN_&_M | | |

Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

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**Safeco Insurance Company**

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Los Angeles, CA 90051-5097
(888) 268-8840 Fax

In the following pages, you will find the estimated cost of covered repairs to your property.

The estimated cost of covered repairs to your home is calculated using current local prices that are usual and customary. This estimate is based on the replacement cost of the damaged property, less your policy deductible and any applicable depreciation.

Your current mortgage company may be listed as the payee on payment(s) for the covered repairs to your home. If so, you will need to contact your mortgage company to determine their procedures for processing claims payments. The mortgage company will not be listed on payments for your personal property.

We encourage you to work with a contractor of your choice in completing the repairs to your home. If you or your contractor has any questions or concerns about this estimate, please contact your "Claim Rep" or "Estimator" listed above. It is important to call us with questions prior to beginning repairs, as any changes in the scope of damages or pricing must be pre-approved by Safeco Insurance.

If you have any questions about this estimate, please do not hesitate to contact us at the numbers provided above.

Thank you for insuring with Safeco Insurance. We appreciate your business.

Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

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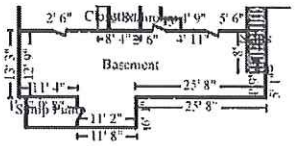
Los Angeles, CA 90051-5097
(888) 268-8840 Fax

## KRISTIN_LINDGREN_&_M

### Main Level

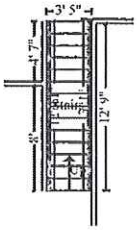



**Basement** — **Height: 8'**

| | |
|---|---|
| 1042.00 SF Walls | 652.06 SF Ceiling |
| 1694.06 SF Walls & Ceiling | 652.06 SF Floor |
| 72.45 SY Flooring | 130.25 LF Floor Perimeter |
| 130.25 LF Ceil. Perimeter | |

| | | |
|---|---|---|
| **Door** | **2' 6" X 6' 8"** | **Opens into SUMP_PUMP** |
| **Missing Wall** | **3' 5" X 8'** | **Opens into STAIRS** |
| **Door** | **2' 6" X 6' 8"** | **Opens into STORAGE_AREA** |
| **Door** | **2' 6" X 6' 8"** | **Opens into BATHROOM** |
| **Door** | **2' 6" X 6' 8"** | **Opens into BEDROOM** |

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|---|---|---|---|---|---|---|
| 1. Remove Vinyl plank flooring - per specs from ind. vinyl analysis | 652.06 SF | 0.93 | 0.00 | 606.42 | (0.00) | 606.42 |
| 2. Vinyl plank flooring - per specs from ind. vinyl analysis | 794.17 SF | 4.42 | 96.09 | 3,606.32 | (72.12) | 3,534.20 |
| 3. Detach & Reset Baseboard - 3 1/4" | 130.25 LF | 2.11 | 0.14 | 274.97 | (0.00) | 274.97 |
| 4. Paint baseboard - one coat | 130.25 LF | 0.71 | 0.50 | 92.98 | (6.20) | 86.78 |
| **Totals: Basement** | | | **96.73** | **4,580.69** | **78.32** | **4,502.37** |




**Stairs** — **Height: 17' 4"**

| | |
|---|---|
| 329.13 SF Walls | 44.13 SF Ceiling |
| 373.27 SF Walls & Ceiling | 78.14 SF Floor |
| 8.68 SY Flooring | 31.40 LF Floor Perimeter |
| 26.00 LF Ceil. Perimeter | |

| | | |
|---|---|---|
| **Missing Wall** | **3' 5" X 17' 4 7/16"** | **Opens into BASEMENT** |
| **Missing Wall** | **3' 5" X 17' 4 7/16"** | **Opens into STORAGE_AREA** |

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|---|---|---|---|---|---|---|
| 5. No Damage* | 1.00 EA | 0.00 | 0.00 | 0.00 | (0.00) | 0.00 |
| **Totals: Stairs** | | | **0.00** | **0.00** | **0.00** | **0.00** |



Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

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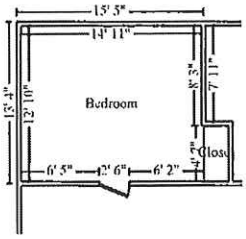
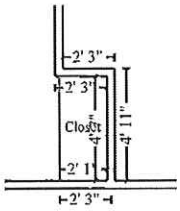



**Bedroom** **Height: 8'**

| | |
|---|---|
| 408.67 SF Walls | 192.19 SF Ceiling |
| 600.86 SF Walls & Ceiling | 192.19 SF Floor |
| 21.35 SY Flooring | 51.08 LF Floor Perimeter |
| 51.08 LF Ceil. Perimeter | |

**Door** 2' 6" X 6' 8" **Opens into BASEMENT**
**Missing Wall** 4' 7" X 8' **Opens into CLOSET**

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|---|---|---|---|---|---|---|
| 6. Remove Vinyl plank flooring - per specs from ind. vinyl analysis | 192.19 SF | 0.93 | 0.00 | 178.74 | (0.00) | 178.74 |
| 7. Vinyl plank flooring - per specs from ind. vinyl analysis | 308.67 SF | 4.42 | 37.35 | 1,401.67 | (28.04) | 1,373.63 |
| 8. Detach & Reset Baseboard - 3 1/4" | 51.08 LF | 2.11 | 0.06 | 107.84 | (0.00) | 107.84 |
| 9. Paint baseboard - one coat | 51.08 LF | 0.71 | 0.20 | 36.47 | (2.43) | 34.04 |
| 10. Contents - move out then reset | 1.00 EA | 49.09 | 0.00 | 49.09 | (0.00) | 49.09 |
| **Totals: Bedroom** | | | **37.61** | **1,773.81** | **30.47** | **1,743.34** |




**Closet** **Height: 8'**

| | |
|---|---|
| 71.33 SF Walls | 9.55 SF Ceiling |
| 80.88 SF Walls & Ceiling | 9.55 SF Floor |
| 1.06 SY Flooring | 8.92 LF Floor Perimeter |
| 8.92 LF Ceil. Perimeter | |

**Missing Wall** 4' 7" X 8' **Opens into BEDROOM**

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|---|---|---|---|---|---|---|
| 11. Remove Vinyl plank flooring - per specs from ind. vinyl analysis | 9.55 SF | 0.93 | 0.00 | 8.88 | (0.00) | 8.88 |
| 12. Vinyl plank flooring - per specs from ind. vinyl analysis | 111.50 SF | 4.42 | 13.49 | 506.32 | (10.13) | 496.19 |
| 13. Detach & Reset Baseboard - 3 1/4" | 8.92 LF | 2.11 | 0.01 | 18.83 | (0.00) | 18.83 |
| 14. Paint baseboard - one coat | 8.92 LF | 0.71 | 0.03 | 6.36 | (0.42) | 5.94 |
| **Totals: Closet** | | | **13.53** | **540.39** | **10.55** | **529.84** |



Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

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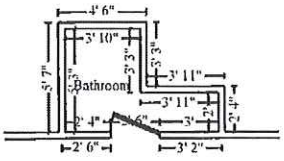
(888) 268-8840 Fax

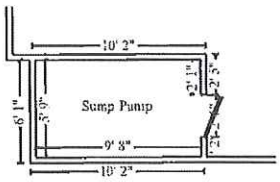



**Bathroom** — **Height: 8'**

| | |
|---|---|
| 208.23 SF Walls | 27.93 SF Ceiling |
| 236.16 SF Walls & Ceiling | 27.93 SF Floor |
| 3.10 SY Flooring | 26.03 LF Floor Perimeter |
| 26.03 LF Ceil. Perimeter | |

**Door** — **2' 6" X 6' 8"** — **Opens into BASEMENT**

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|---|---|---|---|---|---|---|
| 15. Remove Vinyl plank flooring - per specs from ind. vinyl analysis | 27.93 SF | 0.93 | 0.00 | 25.97 | (0.00) | 25.97 |
| 16. Vinyl plank flooring - per specs from ind. vinyl analysis | 131.67 SF | 4.42 | 15.93 | 597.91 | (11.96) | 585.95 |
| 17. Detach & Reset Baseboard - 3 1/4" | 26.03 LF | 2.11 | 0.03 | 54.95 | (0.00) | 54.95 |
| 18. Paint baseboard - one coat | 26.03 LF | 0.71 | 0.10 | 18.58 | (1.24) | 17.34 |
| **Totals: Bathroom** | | | **16.06** | **697.41** | **13.20** | **684.21** |

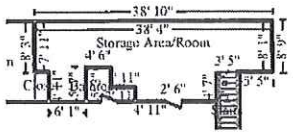



**Sump Pump** — **Height: 8'**

| | |
|---|---|
| 246.67 SF Walls | 55.58 SF Ceiling |
| 302.25 SF Walls & Ceiling | 55.58 SF Floor |
| 6.18 SY Flooring | 30.83 LF Floor Perimeter |
| 30.83 LF Ceil. Perimeter | |

**Door** — **2' 6" X 6' 8"** — **Opens into BASEMENT**

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|---|---|---|---|---|---|---|
| 19. Clean concrete the floor | 55.58 SF | 0.21 | 0.67 | 12.34 | (0.00) | 12.34 |
| **Totals: Sump Pump** | | | **0.67** | **12.34** | **0.00** | **12.34** |




**Storage Area/Room** — **Height: 8'**

| | |
|---|---|
| 876.67 SF Walls | 403.72 SF Ceiling |
| 1280.39 SF Walls & Ceiling | 403.72 SF Floor |
| 44.86 SY Flooring | 109.58 LF Floor Perimeter |
| 109.58 LF Ceil. Perimeter | |

**Missing Wall** — **3' 5" X 8'** — **Opens into STAIRS**

**Door** — **2' 6" X 6' 8"** — **Opens into BASEMENT**



Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

Safeco Insurance™
A Liberty Mutual Company

**Safeco Insurance Company**

PO Box 515097
Los Angeles, CA 90051-5097
(888) 268-8840 Fax

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|---|---|---|---|---|---|---|
| 20. Clean concrete the floor | 403.72 SF | 0.21 | 4.90 | 89.68 | (0.00) | 89.68 |
| **Totals: Storage Area/Room** | | | **4.90** | **89.68** | **0.00** | **89.68** |

**Debris Removal**

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|---|---|---|---|---|---|---|
| ~~21. Haul debris - per pickup truck load - including dump fees~~ | ~~1.00 EA~~ | ~~143.17~~ | ~~0.00~~ | ~~143.17~~ | ~~(0.00)~~ | ~~143.17~~ |
| The payment for this item has not yet been incurred. | | | | | | |
| **Totals: Debris Removal** | | | **0.00** | **0.00** | **0.00** | **0.00** |
| **Total: Main Level** | | | **169.50** | **7,694.32** | **132.54** | **7,561.78** |

**Labor Minimums Applied**

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|---|---|---|---|---|---|---|
| 22. Painting labor minimum* | 1.00 EA | 26.75 | 0.00 | 26.75 | (0.00) | 26.75 |
| **Totals: Labor Minimums Applied** | | | **0.00** | **26.75** | **0.00** | **26.75** |
| **Line Item Totals: KRISTIN_LINDGREN_&_M** | | | **169.50** | **7,721.07** | **132.54** | **7,588.53** |

## Grand Total Areas:

| | | | | | |
|---|---|---|---|---|---|
| 3,182.70 | SF Walls | 1,385.17 | SF Ceiling | 4,567.87 | SF Walls and Ceiling |
| 1,419.18 | SF Floor | 157.69 | SY Flooring | 388.09 | LF Floor Perimeter |
| 0.00 | SF Long Wall | 0.00 | SF Short Wall | 382.70 | LF Ceil. Perimeter |
| 1,419.18 | Floor Area | 1,478.37 | Total Area | 2,752.90 | Interior Wall Area |
| 1,288.67 | Exterior Wall Area | 161.08 | Exterior Perimeter of Walls | | |
| 0.00 | Surface Area | 0.00 | Number of Squares | 0.00 | Total Perimeter Length |
| 0.00 | Total Ridge Length | 0.00 | Total Hip Length | | |



Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

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**Safeco Insurance Company**

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Los Angeles, CA 90051-5097
(888) 268-8840 Fax

## Summary for Dwelling - BUSD

| | |
|---|---|
| Line Item Total | 7,551.57 |
| Material Sales Tax | 163.93 |
| Services Mat'l Tax | 0.25 |
| Subtotal | 7,715.75 |
| Service Sales Tax | 5.32 |
| **Replacement Cost Value** | **$7,721.07** |
| Less Depreciation | (132.54) |
| **Actual Cash Value** | **$7,588.53** |
| Less Deductible | (1,000.00) |
| **Net Claim** | **$6,588.53** |
| Total Recoverable Depreciation | 132.54 |
| Total Paid When Incurred | 143.17 |
| **Net Claim if Additional Amounts are Recovered** | **$6,864.24** |

Additional Amounts include depreciation that has been recovered and Paid When Incurred (PWI) items. Paid When Incurred (PWI) items refer to items, which may not be necessary in the repair of your property damaged by a covered loss. If incurred, or completed, reimbursement of reasonable costs will be made up to the maximum amounts identified as eligible for PWI in the estimate.

## Dwelling - BUSD Paid When Incurred

| | |
|---|---|
| Line Item Total | 143.17 |
| **Replacement Cost Value** | **$143.17** |
| **Total Paid When Incurred** | **$143.17** |

## Dwelling - Additional Coverage Limit Recap

| Description | Single Item Limit | Aggregate Limit | RCV | Overage |
|---|---|---|---|---|
| Dwelling - BUSD | $10,000.00 | $10,000.00 | $7,864.24 | $0.00 |
| | | | $7,864.24 | $0.00 |

Eric Bellanca
Adjuster



Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

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A Liberty Mutual Company

**Safeco Insurance Company**

PO Box 515097
Los Angeles, CA 90051-5097
(888) 268-8840 Fax

## Recap of Taxes

| | Material Sales Tax (5.5%) | Services Mat'l Tax (5.5%) | Service Sales Tax (5.5%) | Manuf. Home Tax (5.5%) | Storage Tax (5.5%) |
|---|---|---|---|---|---|
| Line Items | 163.93 | 0.25 | 5.32 | 0.00 | 0.00 |
| **Total** | **163.93** | **0.25** | **5.32** | **0.00** | **0.00** |

Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

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Los Angeles, CA 90051-5097
(888) 268-8840 Fax

## Recap by Room

**Estimate: KRISTIN_LINDGREN_&_M**

| | | |
|---|---|---|
| **Area: Main Level** | | |
| Basement | 4,483.96 | 59.38% |
| Bedroom | 1,736.20 | 22.99% |
| Closet | 526.86 | 6.98% |
| Bathroom | 681.35 | 9.02% |
| Sump Pump | 11.67 | 0.15% |
| Storage Area/Room | 84.78 | 1.12% |
| Area Subtotal: Main Level | 7,524.82 | 99.65% |
| Labor Minimums Applied | 26.75 | 0.35% |
| Subtotal of Areas | 7,551.57 | 100.00% |
| Total | 7,551.57 | 100.00% |

Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

Safeco Insurance™
A Liberty Mutual Company

**Safeco Insurance Company**

PO Box 515097
Los Angeles, CA 90051-5097
(888) 268-8840 Fax

## Recap by Category with Depreciation

| Items | RCV | Deprec. | ACV |
|---|---|---|---|
| CLEANING | 96.45 | | 96.45 |
| CONTENT MANIPULATION | 49.09 | | 49.09 |
| GENERAL DEMOLITION | 820.01 | | 820.01 |
| FLOOR COVERING - VINYL | 5,949.36 | 118.99 | 5,830.37 |
| FINISH CARPENTRY / TRIMWORK | 456.35 | | 456.35 |
| PAINTING | 180.31 | 10.24 | 170.07 |
| Subtotal | 7,551.57 | 129.23 | 7,422.34 |
| Material Sales Tax | 163.93 | 3.31 | 160.62 |
| Services Mat'l Tax | 0.25 | | 0.25 |
| Service Sales Tax | 5.32 | | 5.32 |
| Total | 7,721.07 | 132.54 | 7,588.53 |

Any person who knowingly, and with the intent to injure, defraud or deceive, submits information to an insurer that is false, incomplete or misleading, may be guilty of a crime.

Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

THANK YOU FOR SHOPPING AT
LINDNER ACE HARDWARE GREEN BAY
ACE HARDWARE - RIDGE RD
2110 SOUTH RIDGE ROAD
GREEN BAY, WI 54304
(920) 497-6231

03/14/19 9:05AM SAL 574 SALE

RENT DEPOSIT 1 EA $45.00 EA *N
RENT DEPOSIT $45.00
RENTAL 1 EA $51.00 EA
RENTAL $51.00
Date/Time Out: 03/14/2019 9:02
Date/Time Due: 03/15/2019 9:02
Pump Utility Submersible 1/2
HP
Rate&Amount: 24H 35.00
Days: 1
Units: 1
Total Amount: 35.00
Hose Dishcharge 2" 50FT
Rate&Amount: 24H 8.00
Days: 1
Units: 1
Total Amount: 8.00
Hose Dishcharge 2" 50FT
Rate&Amount: 24H 8.00
Days: 1
Units: 1
otal Amount: 8.00
ental Clerk: STARR

UB-TOTAL:$ 96.00 TAX: $ 2.81
TOTAL: $ 98.81
BC AMT: $ 98.81

K CARD#: XXXXXXXXXXX1002
ID:********2880 TID:***4593
UTH: 864292 AMT: $ 98.81
ost reference #:971402 Bat#

uthorizing Network: AMEX

ip Read
ARD TYPE:AM EXPRESS EXPR: XXXX
ID : A0000000025010801
/R : 0000008000
AD : 064901036020G2
SI : F800
RC : 00
DE : Issuer
/M :
me : AMERICAN EXPRESS
C :010A
: B03FD68D9F3A5060
nID/ValCode: 302264

nk card USD$ 98.81

>> JRNL#J71402 <<==
CUST NO:*62191

THANK YOU KRISTIN J LINDGREN
FOR YOUR PATRONAGE
ACE REWARDS ID # 1944125406

ARE RIDGE RD.
RD.
I 54304
FAX (920) 569-4117

CONTRACT NUMBER 19530
DATE AND TIME IN
DATE AND TIME OUT

INVOICE NUMBER 1038823

03/14/2019 9.02 AM

ADDRESS AT WHICH EQUIPMENT WILL BE US

## Open Contract

920-606-5752
AGENT'S NAME

JOB LOCATION

P.O. NO. OR JOB NO.

DATE AND TIME DUE IN

ITEMS RENTED AND/OR SOLD

See Details Below

| Quantity | Rates | | M | W | D | H | Date&Time Due | | Amount |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 24H | 35.00 | | | 1 | | 03/15/2019 | 9.02 AM | 35.00 |
| 1 | 24H | 8.00 | | | 1 | | 03/15/2019 | 9.02 AM | 8.00 |
| 1 | 24H | 8.00 | | | 1 | | 03/15/2019 | 9.02 AM | 8.00 |

ank you for choosing ACE Hardware - Ridge Road.
We appreciate your business.
Customer Sevice In/Out _____(Staff Initial)
d (CC) is required for the return of the deposit, if a CC is not
of closing, the deposit will be refunded as a merchandise card.
ill return Equip CLEAN & FUEL(if apply)! _____ (Initial)

RETURN OF YOUR RENTAL SAVES YOU
ALL TIME IS CHARGED INCLUDING
Y, SUNDAY AND HOLIDAYS.

| | |
|---|---|
| Total Rental | 51.00 |
| Subtotal | 51.00 |
| Sales Tax (010) | 2.55 |
| Total | 53.55 |
| Security Required | 45.00 |
| Total Received | 98.55 |

on both sides of this agreement
agreed to as if printed above my
ncluded herein. Unless declined, I also
y of this agreement.

Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

ACE Hardware

**ACE HARDWARE RIDGE RD.**
2110 S. RIDGE RD.
GREEN BAY, WI 54304
(920) 497-6231 FAX (920) 569-4117

CONTRACT NUMBER 19530

INVOICE NUMBER 1038823

DATE AND TIME IN

DATE AND TIME OUT 03/14/2019 9.02 AM

ED AND/OR SOLD TO

## Open Contract

ADDRESS AT WHICH EQUIPMENT WILL BE USI

**Account #:** 100909
RANDY ALDER
5357 GLENDALE AVE
GREEN BAY, WI 54313

920-606-5752

WRITTEN BY | CHECKED IN BY | AGENT'S NAME | JOB LOCATION

STARR

CAR LICENSE NUMBER | DRIVER'S LICENSE NUMBER | P.O. NO. OR JOB NO. | DATE AND TIME DUE IN

A43[illegible]3276XXXXX

ITEMS RENTED AND/OR SOLD — See Details Below

| Item # | Description | Quantity | Rates | | M | W | D | H | Date&Time Due | | Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|
| PU-071-01 | Pump, Utility, Submersible 1/2 HP | 1 | 24H | 35.00 | | | 1 | | 03/15/2019 | 9.02 AM | 35.00 |
| Serial# 0103 | | | | | | | | | | | |
| PU-022-02 | Hose, Dishcharge 2" 50FT | 1 | 24H | 8.00 | | | 1 | | 03/15/2019 | 9.02 AM | 8.00 |
| Serial# 42820 | | | | | | | | | | | |
| PU-022-02 | Hose, Dishcharge 2" 50FT | 1 | 24H | 8.00 | | | 1 | | 03/15/2019 | 9.02 AM | 8.00 |
| Serial# 42820 | | | | | | | | | | | |

Thank you for choosing ACE Hardware - Ridge Road.
We appreciate your business.
Customer Sevice In/Out _____(Staff Initial)
A credit card (CC) is required for the return of the deposit, if a CC is not present at time of closing, the deposit will be refunded as a merchandise card.
Customer will return Equip CLEAN & FUEL(if apply)! _____ (Initial)

DAMAGE WAIVER CHARGE (DWC) % OF RENTAL CHARGE. RENTER MAY, BY INITIALS HEREON, DECLINE BENEFITS OF PARAGRAPH 10, DAMAGE WAIVER, ON REVERSE SIDE OF THIS CONTRACT.

DWC IS NOT INSURANCE

DECLINES (INITIALS)

PROMPT RETURN OF YOUR RENTAL SAVES YOU MONEY. ALL TIME IS CHARGED INCLUDING SATURDAY, SUNDAY AND HOLIDAYS.

| | |
|---|---|
| Total Rental | 51.00 |
| Subtotal | 51.00 |
| Sales Tax (010) | 2.55 |
| Total | 53.55 |
| Security Required | 45.00 |
| Total Received | 98.55 |

I have read and understand the terms and conditions on both sides of this agreement and certify that those printed on the other side are agreed to as if printed above my signature. There are no oral or other representations not included herein. Unless declined, I also ag[illegible] to the damage waiver charges. I have received a copy of this agreement.

Lessee's Signature _____

Written: 03/14/2019

Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

THANK YOU FOR SHOPPING AT
LINDNER ACE HARDWARE GREEN BAY
ACE HARDWARE - RIDGE RD
2110 SOUTH RIDGE ROAD
GREEN BAY, WI 54304
(920) 497-6231

'16/19 9:07AM KPS 574 SALE

```
NTAL          1   EA   $51.00 EA
NTAL                    $51.00
te/Time Out: 03/14/2019  9:02
te/Time In: 03/16/2019  9:06
se  Dishcharge 2" 50FT
te&Amount: 24H      8.00
ys:    2
its In:    1 Units Out:    0
tal Amount:      8.00
se  Dishcharge 2" 50FT
te&Amount: 24H      8.00
ys:    2
its In:    1 Units Out:    0
tal Amount:      8.00
mp  Utility  Submersible 1/2
te&Amount: 24H     35.00
ys:    2
its In:    1 Units Out:    0
tal Amount:     35.00
ental Clerk: KOLTON
ENT DEPOSIT    -1   EA   $45.00 EA *NR
ENT DEPOSIT                 $-45.00
rig: J71402/2   03/14/19 TX:

UB-TOTAL:$      6.00   TAX: $      2.81
                       TOTAL: $     8.81
                BC AMT:      $      8.81

K CARD#:    XXXXXXXXXXX1002
ID:********2880   TID:***4593
UTH:   869300          AMT: $      8.81
lost reference #:971847    Bat#

uthorizing Network: AMEX

Chip Read
CARD TYPE:AM EXPRESS      EXPR: XXXX
AID : A0000000025010801
TVR : 0000008000
IAD : 06490103602002
TSI : F800
ARC : 00
MODE : Issuer
CVM : No CVM
Name : AMERICAN EXPRESS
ATC :010C
AC   : 8F1CC15A2EAE0EAD
TxnID/ValCode: 302871

Bank card          USD$     8.81
```

==>> JRNL#J71847 <<==
CUST NO:*62191

THANK YOU KRISTIN J LINDGREN
FOR YOUR PATRONAGE
ACE REWARDS ID # 19441254062

**DWARE RIDGE RD.**
GE RD.
Y, WI 54304
231 FAX (920) 569-4117

CONTRACT NUMBER 19530
INVOICE NUMBER 1038840
DATE AND TIME IN 03/16/2019 9.06 AM
DATE AND TIME OUT 03/14/2019 9.02 AM
ADDRESS AT WHICH EQUIPMENT WILL BE US

## Closed Contract/Invoice

920-606-5752
AGENT'S NAME

JOB LOCATION

P. O. NO. OR JOB NO

DATE AND TIME DUE IN

ITEMS RENTED AND/OR SOLD — See Details Below

| Qty | Out / In | | Rates | | M | W | D | H | Date&Time In | | Amoun |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | 0 | 1 | 24H | 8.00 | | | 2 | 0.04 | 03/16/2019 | 9.06 AM | 8.0 |
| | 0 | 1 | 24H | 8.00 | | | 2 | 0.04 | 03/16/2019 | 9.06 AM | 8.0 |
| | 0 | 1 | 24H | 35.00 | | | 2 | 0.04 | 03/16/2019 | 9.06 AM | 35.0 |

hank you for choosing ACE Hardware - Ridge Road.
We appreciate your business.
Customer Sevice In/Out _____(Staff Initial)
d (CC) is required for the return of the deposit, if a CC is not
of closing, the deposit will be refunded as a merchandise card.
ill return Equip CLEAN & FUEL(if apply)! _____ (Initial)

ETURN OF YOUR RENTAL SAVES YOU
LL TIME IS CHARGED INCLUDING
SUNDAY AND HOLIDAYS.

| | |
|---|---|
| Total Rental | 51.00 |
| Subtotal | 51.00 |
| Sales Tax (010) | 2.55 |
| Total | 53.55 |
| Balance Due | 8.55 |

on both sides of this agreement
greed to as if printed above my
ided herein. Unless declined, I also
f this agreement.

_____

Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

ACE RENTAL PLACE
ACE Hardware
**ACE HARDWARE RIDGE RD.**
2110 S. RIDGE RD.
GREEN BAY, WI 54304
(920) 497-6231 FAX (920) 569-4117

CONTRACT NUMBER 19530
INVOICE NUMBER 1038840
DATE AND TIME IN 03/16/2019 9.06 AM
DATE AND TIME OUT 03/14/2019 9.02 AM

RENTED AND/OR SOLD TO

## Closed Contract/Invoice

ADDRESS AT WHICH EQUIPMENT WILL BE USE

**Account #:** 1009091
RANDY ALDER
5357 GLENDALE AVE
GREEN BAY, WI 54313

WRITTEN BY
CHECKED IN BY
920-606-5752
AGENT'S NAME
JOB LOCATION

CAR OR LICENSE NUMBER STARR
DRIVER'S LICENSE NUMBER KOLTON
P.O. NO. OR JOB NO.
DATE AND TIME DUE IN

A436?3276XXXXX

ITEMS RENTED AND/OR SOLD — See Details Below

| Item # | Description | Qty Out / In | Rates | | M | W | D | H | Date&Time In | | Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|
| PU-022-02 | Hose, Dishcharge 2" 50FT | 0 1 | 24H | 8.00 | | | 2 | 0.04 | 03/16/2019 | 9.06 AM | 8.00 |
| Serial# 42820 | | | | | | | | | | | |
| Quantity Rtnd/AmtChgd: 1/ 8.00 | | | | | | | | | | | |
| PU-022-02 | Hose, Dishcharge 2" 50FT | 0 1 | 24H | 8.00 | | | 2 | 0.04 | 03/16/2019 | 9.06 AM | 8.00 |
| Serial# 42820 | | | | | | | | | | | |
| Quantity Rtnd/AmtChgd: 1/ 8.00 | | | | | | | | | | | |
| PU-071-01 | Pump, Utility, Submersible 1/2 HP | 0 1 | 24H | 35.00 | | | 2 | 0.04 | 03/16/2019 | 9.06 AM | 35.00 |
| Serial# 0103 | | | | | | | | | | | |
| Quantity Rtnd/AmtChgd: 1/ 35.00 | | | | | | | | | | | |

Thank you for choosing ACE Hardware - Ridge Road.
We appreciate your business.
Customer Sevice In/Out _____(Staff Initial)
A credit card (CC) is required for the return of the deposit, if a CC is not present at time of closing, the deposit will be refunded as a merchandise card.
Customer will return Equip CLEAN & FUEL(if apply)! _____ (Initial)

DAMAGE WAIVER CHARGE (DWC) % OF RENTAL CHARGE. RENTER MAY, BY INITIALS HEREON, DECLINE BENEFITS OF PARAGRAPH 10, DAMAGE WAIVER, ON REVERSE SIDE OF THIS CONTRACT.

DWC IS NOT INSURANCE

DECLINES (INITIALS)

PROMPT RETURN OF YOUR RENTAL SAVES YOU MONEY. ALL TIME IS CHARGED INCLUDING SATURDAY, SUNDAY AND HOLIDAYS.

| | |
|---|---|
| Total Rental | 51.00 |
| Subtotal | 51.00 |
| Sales Tax (010) | 2.55 |
| Total | 53.55 |
| Balance Due | 8.55 |

I have read and understand the terms and conditions on both sides of this agreement and certify that those printed on the other side are agreed to as if printed above my signature. There are no oral or other representations not included herein. Unless declined, I also agree to the damage waiver charges. I have received a copy of this agreement.

Lessee's Signature _____

Written: 03/14/2019, Last Adj.: 03/16/2019 Time 09:06

Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

Use Your BIG CARD 2% REBATE MENARDS®

MENARDS - DE PERE
313 Lawrence Drive
De Pere, WI 54115

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

less noted below allowable returns for
ems on this receipt will be in the form
of an in store credit voucher if the
return is done after 06/12/19

If you have questions regarding the
charges on your receipt, please
email us at:
DPERfrontend@menards.com

Sale Transaction

| | |
|---|---|
| ast name: Alder, Randy | |
| 4" FLOOR SQUEEGEE W/HND | |
| 481827 | 11.98 |
| 'X10' STANDARD DUTY TAR | |
| 690165 | 3.99 |
| RENTAL AGREEMENT 49244001 | |
| DRUM FAN | |
| 5760096 | 20.00 |
| DRUM FAN | |
| 5760097 55 @1.50 | 82.50 |
| UTILITY AIR MOVER 4 HR | |
| 5760098 | 14.00 |
| UTILITY AIR MOVER XTRA H | |
| 5760099 55 @1.00 | 55.00 |
| END OF ORDER | |
| TOTAL | 187.47 |
| TAX BROWN-WI 5.5% | 10.31 |
| TOTAL SALE | 197.78 |
| AMERICAN EXPRESS 1002 | 197.78 |
| Auth Code:891912 | |
| Chip Inserted | |
| a0000000025010801 | |
| TC - aabe4781fa59f751 | |

TOTAL NUMBER OF ITEMS = 114

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

**Rental Agreement**

DE PERE3281-49244-001

49244001

DATE WRITTEN: 03/14/2019

ID NUMBER: XXXXXXXXXX2805

| tion | Rental Status | Expected Return Date | Rate | Qty | Amount |
|---|---|---|---|---|---|
| BASE - 1st 4 Hr<br>0<br>5238<br>me is $1.50 /1 Hr<br>er Declined ***** | Checked Out<br>03/14/2019<br>10:54 AM | 03/18/2019<br>10:50 AM | 20.00 | 1 | $20.00 |
| ASE Rental: 1 Hr | | | 1.50 | 55 | $82.50 |
| 4 HR/4 HOUR<br>lr $14.00<br>IC<br>ie is $1.00 /1 Hr | Checked Out<br>03/14/2019<br>10:54 AM | 03/18/2019<br>10:50 AM | 14.00 | 1 | $14.00 |
| 4 HR/4 HOUR<br>: 1 Hr | | | 1.00 | 55 | $55.00 |

or choosing Menards. We appreciate your business.

| | |
|---|---|
| Total Rental Charge: | $171.50 |
| Damage Waiver: | $0.00 |
| SubTotal: | $171.50 |

(DWC) 10.00% OF RENTAL CHARGE. RENTER MAY DECLINE
/ER. DWC IS NOT INSURANCE. DWC DOES NOT APPLY TO ANY

ENTAL SAVES YOU MONEY. RENTAL MUST BE RETURNED BEFORE
HARGES ALSO ACCRUE DURING STORE HOURS INCLUDING
HOLIDAYS. TO AVOID ADDITIONAL CHARGES, YOU MUST RETURN
STORE WHERE RENTED. **THE POWER CORD IS EXCLUDED FROM**
**E DAMAGE WAIVER.**

FULL PAYMENT TOWARDS THIS RENTAL AGREEMENT WITHIN 2
LL RESULT IN CANCELLATION OF THIS AGREEMENT.



Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

Rental Agreement

DE PERE3281-49244-001

49244001

MENARDS®

Store # 3281DE PERE
1313 LAWRENCE DRIVE
54115
PHONE: 920-336-0023
FAX: 920-336-8149

RENTED AND/OR SOLD TO

Alder, Randy
1736 12th Ave
Green Bay, WI 54304-3719
920-606-5752

| WRITTEN BY | DATE WRITTEN | ID NUMBER |
|---|---|---|
| 1111249 | 03/14/2019 | XXXXXXXXXX2805 |

| Item | Description | Rental Status | Expected Return Date | Rate | Qty | Amount |
|---|---|---|---|---|---|---|
| 576-0096 | DRUM FAN/4 HOUR BASE - 1st 4 Hr $20.00<br>CAT1185238<br>** Additional Rental Time is $1.50 /1 Hr<br>****** Damage Waiver Declined ***** | Checked Out 03/14/2019 10:54 AM | 03/18/2019 10:50 AM | 20.00 | 1 | $20.00 |
| 576-0097 | DRUM FAN/4 HOUR BASE Rental: 1 Hr | | | 1.50 | 55 | $82.50 |
| 576-0098 | UTILITY AIR MOVER 4 HR/4 HOUR BASE - 1st 4 Hr $14.00<br>X-840THC<br>** Additional Rental Time is $1.00 /1 Hr | Checked Out 03/14/2019 10:54 AM | 03/18/2019 10:50 AM | 14.00 | 1 | $14.00 |
| 576-0099 | UTILITY AIR MOVER 4 HR/4 HOUR BASE Rental: 1 Hr | | | 1.00 | 55 | $55.00 |

Thank you for choosing Menards. We appreciate your business.

| | |
|---|---|
| **Total Rental Charge:** | $171.50 |
| **Damage Waiver:** | $0.00 |
| **SubTotal:** | $171.50 |

1. DAMAGE WAIVER CHARGE (DWC) 10.00% OF RENTAL CHARGE. RENTER MAY DECLINE BENEFITS OF DAMAGE WAIVER. DWC IS NOT INSURANCE. DWC DOES NOT APPLY TO ANY TRUCK RENTAL.
2. PROMPT RETURN OF THE RENTAL SAVES YOU MONEY. RENTAL MUST BE RETURNED BEFORE STORE CLOSING. RENTAL CHARGES ALSO ACCRUE DURING STORE HOURS INCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS. TO AVOID ADDITIONAL CHARGES, YOU MUST RETURN THE RENTAL TO THE SAME STORE WHERE RENTED. **THE POWER CORD IS EXCLUDED FROM THE ITEMS COVERED BY THE DAMAGE WAIVER.**
3. NOTE: FAILURE TO PROVIDE FULL PAYMENT TOWARDS THIS RENTAL AGREEMENT WITHIN 2 HOURS OF ITS CREATION WILL RESULT IN CANCELLATION OF THIS AGREEMENT.



Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

Use Your BIG CARD 2% REBATE
MENARDS®

MENARDS - DE PERE
1313 Lawrence Drive
De Pere, WI 54115

If you have questions regarding the charges on your receipt, please email us at:
DPERfrontend@menards.com

Merchandise Return

ust name: Alder, Randy
RUM FAN
760097 28 @1.50 42.00-
RIG STORE: 3281 23 6864 03/14/2019
TILITY AIR MOVER XTRA H
760099 28 @1.00 28.00-
RIG STORE: 3281 23 6864 03/14/2019

| | |
|---|---|
| TOTAL | 70.00- |
| TAX BROWN-WI 5.5% | 3.85- |
| TOTAL SALE | 73.85- |
| AMEX 1002 | 73.85- |
| 469509 | |
| Keyed | |

TOTAL NUMBER OF ITEMS = 56

GUEST COPY

Menards has released this transaction to your financial instituion. Your financial institution is responsible for processing this refund to your account. Please contact your financial institution for fund availabil

THIS IS YOUR CREDIT CARD SA
PLEASE RETAIN FOR YOUR

Now Hirin
Extra $3/HR
Please
Or

THANK YOU

63282

Rental Agreement

DE PERE3281-49244-002
49244002
3281 03 14 19 23 6864
3281031419236864

DATE WRITTEN: 03/14/2019

ID NUMBER: XXXXXXXXXX2805

| tion | Rental Status | Expected Return Date | Rate | Qty | Amount |
|---|---|---|---|---|---|
| BASE - 1st 4 Hr<br>0<br>5238<br>me is $1.50 /1 Hr<br>r Declined ***** | Returned 03/16/2019 10:17 AM | 03/18/2019 10:50 AM | 20.00 | 1 | PAID |
| ASE Rental: 1 Hr | | | 1.50 | 55 | PAID |
| ASE Rental: 1 Hr | | | 1.50 | -28 | ($42.00) |
| 4 HR/4 HOUR<br>Ir $14.00<br>HC<br>me is $1.00 /1 Hr | Returned 03/16/2019 10:17 AM | 03/18/2019 10:50 AM | 14.00 | 1 | PAID |
| ER 4 HR/4 HOUR<br>ntal: 1 Hr | | | 1.00 | 55 | PAID |
| VER 4 HR/4 HOUR<br>Rental: 1 Hr | | | 1.00 | -28 | ($28.00) |

k you for choosing Menards. We appreciate your business.

| | |
|---|---|
| Damage Waiver: | $0.00 |
| SubTotal: | ($70.00) |



Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

-49244-002

Rental Agreement

DE PERE3281-49244-002

49244002

3281 03 14 19 23 6864

3281031419236864

MENARDS®

Store # 3281DE PERE
1313 LAWRENCE DRIVE
54115
PHONE: 920-336-0023
FAX: 920-336-8149

RENTED AND/OR SOLD TO

Alder, Randy
1736 12th Ave
Green Bay, WI 54304-3719
920-606-5752

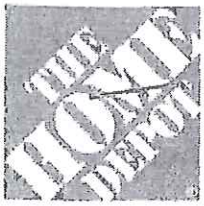
| WRITTEN BY | DATE WRITTEN | ID NUMBER |
|---|---|---|
| 1563462 | 03/14/2019 | XXXXXXXXXX2805 |

| Item | Description | Rental Status | Expected Return Date | Rate | Qty | Amount |
|---|---|---|---|---|---|---|
| 576-0096 | DRUM FAN/4 HOUR BASE - 1st 4 Hr $20.00 CAT1185238 ** Additional Rental Time is $1.50 /1 Hr ****** Damage Waiver Declined ***** | Returned 03/16/2019 10:17 AM | 03/18/2019 10:50 AM | 20.00 | 1 | PAID |
| 576-0097 | DRUM FAN/4 HOUR BASE Rental: 1 Hr | | | 1.50 | 55 | PAID |
| 576-0097 | DRUM FAN/4 HOUR BASE Rental: 1 Hr | | | 1.50 | -28 | ($42.00) |
| 576-0098 | UTILITY AIR MOVER 4 HR/4 HOUR BASE - 1st 4 Hr $14.00 X-840THC ** Additional Rental Time is $1.00 /1 Hr | Returned 03/16/2019 10:17 AM | 03/18/2019 10:50 AM | 14.00 | 1 | PAID |
| 576-0099 | UTILITY AIR MOVER 4 HR/4 HOUR BASE Rental: 1 Hr | | | 1.00 | 55 | PAID |
| 576-0099 | UTILITY AIR MOVER 4 HR/4 HOUR BASE Rental: 1 Hr | | | 1.00 | -28 | ($28.00) |

Thank you for choosing Menards. We appreciate your business.

Damage Waiver: $0.00
SubTotal: ($70.00)

Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)



STORE 4920 W Green Bay
810 S Taylor St
Green Bay, WI 54303

Rental Center Hours

MON 6A-10P TUE 6A-10P WED 6A-10P THU 6A-10P FRI 6A-10P SAT 6A-10P SUN 8A-8P

CONTRACT #: 20329
Status: CLOSE

MATTHEW LINDGREN
2379 LIBAL ST
Green Bay, WI 5430
(920) 680-333

ACTUAL DURATION
**1 Day, 21 Hours,, 8 Minutes**

CONTRACT TOTAL
**$248.35**

| | | | | |
|---|---|---|---|---|
| Deposit Trans: | Register #: 90 | Transaction #: 58108 | Date: 03/14/19 | eDeposit #: 492019031407318032032939 3 |
| Charge Trans: | Register #: 90 | Transaction #: 59205 | Date: 03/16/19 | eDeposit #: 492019031407318032032939 3 |

| | | | | | |
|---|---|---|---|---|---|
| Customer Name: | MATTHEW LINDGREN | Date Out: | 03/14/2019 - 4:18 PM | Contract Created By: | DJB0672 |
| | | Date Due: | 03/21/2019 - 4:18 PM | Checked In By: | DJB0672 |
| | | Date In: | 03/16/2019 - 1:26 PM | | |

| Tool Description | Charges | Amount |
|---|---|---|
| High Volume Fan (09-945-02931) | Tool Rental Fee | $52.00 |
| | SubTotal | $52.00 |
| High Volume Fan (09-945-02932) | Tool Rental Fee | $52.00 |
| | SubTotal | $52.00 |
| PRO Compact Dehumidifier 17 G/Day (10-334-01254) | Tool Rental Fee | $110.00 |
| | SubTotal | $110.00 |

| | |
|---|---|
| Rental Subtotal | $214.00 |
| Damage Protection* | $21.40 |
| Tax | $12.95 |
| **Contract Total** | **$248.35** |
| Deposit - PAID 03/14/19 (MASTERCARD ending 7487) | -$200.00 |
| **Balance Charged** (MASTERCARD ending 7487) | **$48.35** |
| Outstanding Balance | $0.00 |

* 10% of Rental Subtotal if applicable.

RENTAL FEE CALCULATOR DISCLAIMER

Home Depot uses a Rental Calculator to insure our customers to get the lowest rates possible for the time they had the tool.

TERMS & CONDITIONS

I agree that no representative of The Home Depot is authorized to make any promise, warranty or representation to me other than those reflected in writing in the Agreement. I agree to the Terms & Conditions and understand that the Agreement cannot be modified or changed except in writing signed by both parties. With respect to equipment I am renting, I have received the equipment referenced in the Agreement. In the event that I am returning equipment, I acknowledge and agree that I am returning the listed rental equipment, the total charges are correct, and additional charges may apply if the equipment is returned damaged.

Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

More saving.
More doing.™

810 SOUTH TAYLOR STREET
GREEN BAY, WI 54303 (920)405-0893

4920 00017 41966 03/20/19 05:51 PM
CASHIER SARAH

ORDER ID: H4920-75102
RECALL AMOUNT 1813.20

| | |
|---|---|
| SUBTOTAL | 1,813.20 |
| SALES TAX | 99.73 |
| TOTAL | $1,912.93 |
| XXXXXXXXXXXX9378 HOME DEPOT | 1,912.93 |
| AUTH CODE 020994/4171747 | TA |

4920 17 41966 03/20/2019 5957

**********
DID WE NAIL IT?

Take a short survey for a chance TO WIN A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: 8RH9 89141 84238
PASSWORD: 19170 84221

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

Check your current order status online at
www.homedepot.com/orderstatus

Page 1 of 2 **No. H4920-75102**

# ES CUSTOMER INVOICE

Phone: (920) 405-0893
Salesperson: NMP3891
Reviewer:

ndise and services printed below. This becomes an
lorsement by a Home Depot register validation.

Page 1 of 2 **No. H4920-75102**

**VALIDATION AREA**

| | |
|---|---|
| Phone 1 | (920) 680-3336 |
| Phone 2 | |
| Company Name | |
| Job Description | flooring |
| 54301 County | BROWN |

**QUOTE is valid for this date:03/20/2019**

## MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W02 SKU # 0000-515-664 Customer Pickup / Will Call

HALSTEAD NEW ENGLAND - S REF # S01 ESTIMATED ARRIVAL DATE: 04/03/2019

| / | DESCRIPTION | PI | TAX | PRICE EACH | EXTENSION |
|---|---|---|---|---|---|
| A | 042109 / 042109 English Hawthorne 6 in. x 36 in. / 042109 English Hawthorne 6 in. x 36 in. Luxury Vinyl Plank Flooring (24 sq. ft. / case) | A | Y | $45.33 | $1,813.20 |

eduled upon arrival of all S/O Merchandise

MERCHANDISE TOTAL: $1,813.20

END OF CUSTOMER PICKUP - REF #W02

## MERCHANDISE & SERVICES

| | |
|---|---|
| ORDER TOTAL | $1,813.20 |
| SALES TAX | $99.73 |
| TOTAL | $1,912.93 |
| BALANCE DUE | $1,912.93 |

*it / deny returns. Please see the return policy sign in stores for details.'*

END OF ORDER No. H4920-75102

VOID FOR MERCHANDISE CARRY-OUT

only.

FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA
(Pro Customers, Proceed To The Pro Desk)

(9 0100610546

Customer Copy

Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew

# SPECIAL SERVICES CUSTOMER INVOICE

 **No. H4920-75102**

Store 4920 W GREEN BAY
810 S TAYLOR ST
GREEN BAY, WI 54303

Phone: (920) 405-0893
Salesperson: NMP3891
Reviewer:

**VALIDATION AREA**

**This is only a QUOTE for the merchandise and services printed below. This becomes an Agreement upon payment and an endorsement by a Home Depot register validation.**

SOLD TO

| | | | |
|---|---|---|---|
| Name | LINDGREN KRISTIN | Phone 1 | (920) 680-3336 |
| Address | 2379 LIBAL ST | Phone 2 | |
| | | Company Name | |
| City | GREEN BAY | Job Description | flooring |
| State | WI | Zip 54301 | County BROWN |

**QUOTE is valid for this date:03/20/2019**

## CUSTOMER PICKUP #1

## MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W02 SKU # 0000-515-664 Customer Pickup / Will Call

S.O. MERCHANDISE TO BE PICKED UP: HALSTEAD NEW ENGLAND - S REF # S01 ESTIMATED ARRIVAL DATE: 04/03/2019

| REF # | SKU | QTY | UM | DESCRIPTION | PI | TAX | PRICE EACH | EXTENSION |
|---|---|---|---|---|---|---|---|---|
| S0101 | 1003-154-311 | 40.00 | CA | 042109 / 042109 English Hawthorne 6 in. x 36 in. / 042109 English Hawthorne 6 in. x 36 in. Luxury Vinyl Plank Flooring (24 sq. ft. / case) | A | Y | $45.33 | $1,813.2 |

SCHEDULED PICKUP DATE: Will be scheduled upon arrival of all S/O Merchandise

MERCHANDISE TOTAL: $1,813.2

END OF CUSTOMER PICKUP - REF #W02

## TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

**Policy Id (PI):**
A: 90 DAYS DEFAULT POLICY;

*'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'*

| | |
|---|---|
| ORDER TOTAL | $1,813.2 |
| SALES TAX | $99.7 |
| TOTAL | $1,912.9 |
| BALANCE DUE | $1,912.9 |

END OF ORDER No. H4920-75102

NOT VALID FOR MERCHANDISE CARRY-OUT

**WILL-CALL MERCHANDISE PICK-UP**
Will-Call items will be held in the store for 7 days only.

Check your current order status online at
www.homedepot.com/orderstatus

FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA
(Pro Customers, Proceed To The Pro Desk)

(9801) 0100610546

Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew

ASHLEY HOMESTORE-70
700 WILLARD DR
GREEN BAY, WI 54304

Green Bay Ashley HomeStore
700 Willard Dr.
Green Bay WI 54301
920 965-6640

| Sales Order |
|---|
| 701310037 |
| Document Date |
| 05/27/13 |

Swiped

793.61

| Salesperson | Customer # | Store |
|---|---|---|
| Michelle Van Den Boom | 701120570 | 70 |

**Printed:** 05/27/13 01:34PM

| Description | Order | Price | Amount |
|---|---|---|---|
| 1 P Model: H319-26<br>36.25% BTC Discount<br>Brand: ASHLE<br>LEG DESK/STORAGE | 1 | $829.99<br>$529.12 | $529.12 |
| 2 P Model: H319-12<br>36.25% BTC Discount<br>Brand: ASHLE<br>2 DRAWER FILE CABINET | 1 | $349.99<br>$223.12 | $223.12 |

PICKUP ADDRESS

De Pere Warehouse
1180 MidValley Dr.
De Pere, WI 54115
Pickup Date: 05/27/13

| | |
|---|---|
| Merchandise: | $752.24 |
| Tax: | $41.37 |
| Total Sales Order: | $793.61 |

Amount Paid:
Current Payments
VISA 05/27/13 $-793.61

**Amount Due:** $0.00

Customer Signature

Date **Store Copy**

Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

Green Bay Ashley HomeStore
700 Willard Dr.
Green Bay WI 54301
920 965-6640

| Sales Order |
|---|
| 701310037 |
| Document Date |
| 05/27/13 |

**Sold To**

KRISTIN LINDGREN
2379 LIBAL ST
GREEN BAY, WI 54301
Home: 920 680-3336
Work: 920 592-2593

| Terms | Salesperson | Customer # | Store |
|---|---|---|---|
| SALES CONTRACT TERMS | Michelle Van Den Boom | 701120570 | 70 |
| | **Printed:** 05/27/13 01:34PM | | |
| P - Customer Pickup | | | |

| Ln# | Model/Brand/Description | Order | Price | Amount |
|---|---|---|---|---|
| 1 | P Model: H319-26<br>36.25% BTC Discount<br>Brand: ASHLE<br>LEG DESK/STORAGE | 1 | $829.99<br>$529.12 | $529.12 |
| 2 | P Model: H319-12<br>36.25% BTC Discount<br>Brand: ASHLE<br>2 DRAWER FILE CABINET | 1 | $349.99<br>$223.12 | $223.12 |

**PICKUP ADDRESS**

De Pere Warehouse
1180 MidValley Dr.
De Pere, WI 54115
Pickup Date: 05/27/13

| | | |
|---|---|---|
| Merchandise: | | $752.24 |
| Tax: | | $41.37 |
| Total Sales Order: | | $793.61 |
| Amount Paid: | | |
| Current Payments | | |
| VISA | 05/27/13 | $-793.61 |

| Amount Due: | $0.00 |
|---|---|

Customer Signature

Date

**Store Copy**

Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

## Estimated work for: Kristin Lindgren

1198 Meadow View Lane
De Pere, WI 54115

## Service address

1198 Meadow View Lane
De Pere, WI 54115

## Work to be performed

- Install laminate plank flooring
- Reinstall baseboards
- All materials to be provided by the customer

Job to be completed by 04/16/19

| | |
|---|---|
| Invoice Total as of 3/27/19 | $2600.00 |
| Previous payment | $0.00 |
| Remaining balance | $2600.00 |

Thank you for your consideration

Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

**PuroClean Property Restoration Professionals**

1364 Reber St
Green Bay, WI 54302-2004
Ph: 920-965-8339 Fax: 920-430-1361

# Invoice

| Date | Invoice # |
|---|---|
| 4/1/2019 | 35712 |

| Bill To |
|---|
| Matthew & Kristin Lindgren<br>1198 Meadowview Ln<br>De Pere, WI 54115-1034<br>USA |

| Terms |
|---|
| Due upon Receipt |

| Description | Amount |
|---|---|
| Water Mitigation @ 1198 Meadow View Ln, De Pere, WI | 2,842.52 |
| **Payments/Credits** | $0.00 |
| Please make check payable to PuroClean<br>Thank you for your business! | **Total** $2,842.52 |

A 1% finance charge will be accessed for any balances over 30 days.
$25 charge for returned checks.

Attachment: Lindgren Liability claim (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

## Carey E. Danen

**From:** Joe Utic <Joe.R.Utic@EMCIns.com>
**Sent:** Tuesday, June 04, 2019 10:56 AM
**To:** Carey E. Danen
**Subject:** Lindgren water damage 1198 Meadow View Lane
**Attachments:** 3973_001.pdf

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Our Claim Number: 1502726
Date of Loss: 03/14/19

Hi Carey,

As discussed, attached to this email please find a copy of the Liability Denial issued to Kristin & Matthew Lindgren. I also suggest that the City review the claim for damages and issue a Disallowance pursuant to the attached letter.

If you have any questions, please feel free to contact me.

**Joe Utic**
Sr Claim Adjuster
Milwaukee Branch | Claims Technical

262-717-3968 | Fax: 888-992-6125
Joe.R.Utic@emcins.com

**From:** EMPLOYERS MUTUAL CO [mailto:Milwaukee.MFP@emcins.com]
**Sent:** Tuesday, June 4, 2019 10:44 AM
**To:** Joe Utic <Joe.R.Utic@EMCIns.com>
**Subject:** Attached Image

NOTICE: This message (including any attachments) is intended for a specific individual and may contain information that is either confidential or legally protected. If you believe that it has been sent to you in error, please reply to the sender that you have received the message in error, then delete it. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Thank you. EMC071856

Attachment: Lindgren Liability denial (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

EMC Insurance Companies

P.O. Box 327
Brookfield, WI 53008-0327
Phone 855.495.1800
FAX 888.992.6122 Commercial Lines Underwriting, Marketing, Risk Improvement
FAX 888.992.6123 Personal Lines Underwriting
FAX 888.992.6125 Claims
FAX 888.992.6126 General, Accounting, Audit, Records
www.emcins.com

June 4, 2019

City of De Pere
Attn: Carey Danen
335 S Broadway
De Pere, WI 54115

| | | |
|---|---|---|
| Re: | Claim Number: | 1502726 |
| | Insured: | City of De Pere |
| | Date of Loss: | 03/14/19 |
| | Claimant: | Kristin & Matthew Lindgren |
| | Address: | 1198 Meadow View Lane |

Dear Carey:

As you are aware, we have investigated the claim for damages presented by Kristin & Matthew Lindgren as a result of water damage to their former residence located at 1198 Meadow View Lane. We have determined that the City of De Pere did not have prior notice of a storm drain and/or catch basin blockage. The Department of Public Works determined that the blockage was due to a collection of ice that could not be prevented nor foreseen. We find no liability on the City and have issued a liability denial to Kristin & Matthew Lindgren. We ask that you formally disallow the claim. We would issue a letter from this office; however, due to statutory requirements, the letter must come from the governmental body itself.

We are asking that the City of De Pere, on its own letterhead, forward a brief letter to Kristin & Matthew Lindgren. This letter should be sent certified, return receipt requested and simply state the following:

***The City of De Pere is providing this letter in response to the Written Notice of Claim that was sent to the City dated May 22, 2019.***

***In conformance with Wisconsin Statute 893.80, the City of De Pere has officially denied your claim. No action on this claim may be brought after six (6) months following the receipt of this communication.***

The letter must be kept brief, because any addition to the above body can be viewed as a complication, which may negate the disallowance. Please also note that Kristin and Matthew Lindgren no longer reside at 1198 Meadow View Lane. The letter should be mailed to:

Kristin & Matthew Lindgren
W9316 Nocerini Road
Iron Mountain, MI 49801

Attachment: Lindgren Liability denial (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

EMC Insurance Companies

Please forward a copy of the letter of disallowance to our office so it can become a part of our file.

If you have any questions, please feel free to contact me.

Sincerely,

Joe Utic
Sr. Claims Adjuster
EMC INSURANCE COMPANIES
855-495-1800, ext. 3968; direct dial 262-717-3968
joe.r.utic@emcins.com

Attachment: Lindgren Liability denial (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

Count on EMC.

EMC Insurance Companies

P.O. Box 327
Brookfield, WI 53008-0327
Phone 855.495.1800
FAX 888.992.6122 Commercial Lines Underwriting, Marketing, Risk Improvement
FAX 888.992.6123 Personal Lines Underwriting
FAX 888.992.6125 Claims
FAX 888.992.6126 General, Accounting, Audit, Records
www.emcins.com

June 4, 2019

Kristin & Matthew Lindgren
W9316 Nocerini Road
Iron Mountain, MI 49801

RE: Claim Number: 1502726
Claimant: Kristin & Matthew Lindren
Insured: City of DePere
Date of Loss: 03/14/19
Location: 1198 Meadow View Lane, De Pere

Dear Mr. & Mrs. Lindgren:

As discussed, we are the liability insurance carrier for the City of De Pere and I am handling a liability claim for our insured for water damage at your former residence located at 1198 Meadow View Lane.

Based upon our investigation, our insured did not have notice that the storm drain and/or catch basin near your former residence had a blockage from ice, which caused pooling of surface water. Upon receiving a call, the City of De Pere Department of Public Works located and removed the ice blockage.

The City of De Pere had no prior notice of an issue with this catch basin prior to this incident. The policy under which this claim was submitted is one of liability insurance. It is our obligation to pay only for claims for which our policyholder is legally responsible.

In addition, the City of DePere is immune from negligence under Wisconsin Statute 893.80(4), also known as the government immunity statute.

We do not feel there was any negligence on the part of our policyholder. Therefore, we will be unable to assist you with payment of this claim.

Attachment: Lindgren Liability denial (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

EMC Insurance Companies

Sincerely,

Joseph Utic
Sr. Claims Adjuster
EMC INSURANCE COMPANIES
855-495-1800, ext. 3968; direct dial 262-717-3968
joe.r.utic@emcins.com

Attachment: Lindgren Liability denial (8391 : Resolution #19-75 Disallowance of Claim Kristen & Matthew Lindgren)

Count on EMC

**City of De Pere, Wisconsin**

**Request For Common Council Action**

| | |
|---|---|
| **MEETING DATE:** | **July 2, 2019** |
| **DEPARTMENT:** | **Planning** |
| **FROM:** | **Kimberly Flom** |
| **SUBJECT:** | **Resolution #19-76 Authorizing Agreement Regarding an Option to Purchase Certain Property Between the City of De Pere and AmeriLux Holdings, LLC (Parcel ED-2077-1).** |

At their meeting on June 11, 2019, the Finance/Personnel Committee voted 5-0 to approve terms for an option agreement with AmeriLux Holdings, LLC for Parcel ED-2077-1. A draft option agreement is attached for review.

**ATTACHMENTS:**

- Reso19-76 (DOCX)
- Amerilux Option ED-2077-1 6-18-19 Draft (PDF)
- Exhibit A-ED-2077-1_AmeriluxOption (PDF)
- Voss Option FP Memo 6-11-2019 (PDF)

RESOLUTION #19-76

AUTHORIZING AGREEMENT REGARDING AN OPTION TO PURCHASE
CERTAIN PROPERTY BETWEEN THE CITY OF DE PERE AND AMERILUX HOLDINGS, LLC
(Parcel ED-2077-1)

WHEREAS, AmeriLux Holdings, LLC has requested a three year Option to Purchase Parcel ED-2077-1 owned by the City and located within the De Pere East Industrial Park, 1st Addition, for purposes of potential expansion of the AmeriLux International facility located at 1201 and 1212 Enterprise Drive; and

WHEREAS, the City wishes to promote such development; 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 City Clerk are authorized and directed to enter into the Agreement Regarding an Option to Purchase Certain Property Between the City of De Pere and AmeriLux Holdings, LLC, as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

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 2nd day of July, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____
Nays:_____

Attachment: Reso19-76 (8372 : Resolution #19-76 Authorizing Agreement for Option Parcel ED-2077-1 located on Enterprise Drive.)

Attachment: Amerilux Option ED-2077-1 6-18-19 Draft (8372 : Resolution #19-76 Authorizing Agreement for Option Parcel ED-2077-1 located on

**AGREEMENT REGARDING AN OPTION TO PURCHASE CERTAIN PROPERTY BETWEEN THE CITY OF DE PERE AND AMERILUX HOLDINGS, LLC (Parcel ED-2077-1)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and AmeriLux Holdings, LLC, a Wisconsin Limited Liability Company ("Buyer").

WHEREAS, Buyer currently owns and operates the AmeriLux International facility at 1201 and 1212 Enterprise Drive (Parcels ED-2070 and ED-2080), in the De Pere East Industrial Park, 1st Addition, and wishes to obtain a three-year option to purchase nearby 1.73 acre Parcel ED-2077-1 for possible expansion of the AmeriLux International operations thereon; and

WHEREAS, the City wishes to promote such development.

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

I. OPTION TO PURCHASE

A. In consideration of and contingent upon, the annual payment of $865.00 ($500 per year per acre) commencing the date of this Agreement and payable on or before the anniversary thereof for the following two years, City grants Buyer a thirty-six (36) month option to purchase the 1.73 acre parcel (ED-2077-1) in the East

Attachment: Amerilux Option ED-2077-1 6-18-19 Draft (8372 : Resolution #19-76 Authorizing Agreement for Option Parcel ED-2077-1 located on

Industrial Park, 1st Addition, noted as the "Option Parcel" on Exhibit A, attached hereto and incorporated by reference.

B. Option Period. During the thirty-six (36) month option period, Buyer shall have an exclusive option to purchase the Option Parcel and City shall not convey any right, title, or interest in the Option Parcel to any other person or entity without the written consent or waiver of Buyer. It is specifically understood that any rights to the Option Parcel are contingent upon Buyer's timely payment of the above referenced option fee.

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

D. Exercise of Option. Upon service of written notice of the exercise of such option to City, the parties shall set a mutually agreeable date for closing, which shall be not more than sixty (60) days from the date of such notice. The terms and conditions, warranties and representations, and indemnifications of such transaction area as provided below.

II. PURCHASE

A. Purchase Price. The purchase price for the Option Parcel shall be $25,000.00 per acre plus each fraction of an acre thereof for a

purchase price of $43,250.00 (1.73 acres x $25,000/acre), less all option fees paid on or attributable to the Option Parcel. Said purchase price may be discounted after an analysis of Buyer's proposed development on said Option Parcel is conducted. Any change in the purchase price as set forth in this paragraph shall require a written Amendment to this Agreement, with proper approval and authorized signature(s) of the Parties.

B. Extension of Utilities. The City warrants that water, sanitary sewer, storm sewer, gas, electricity, and telecommunication services are located at accessible points in Enterprise Drive. The purchase price includes all costs associated with their initial installation in the right-of-way. However, the purchase price herein is not intended to include the cost of extension of said utilities from their right-of-way locations onto the Option Parcel.

III. CLOSING PROCEDURE

A. Time and Place. Closing shall take place at a mutually convenient time and location, to be completed not less than 60 days after the exercise of the option.

B. Evidence of Title/Title Defects. City shall, at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such insurance to Buyer seven (7) days before closing. The commitment shall be for an



Attachment: Amerilux Option ED-2077-1 6-18-19 Draft (8372 : Resolution #19-76 Authorizing Agreement for Option Parcel ED-2077-1 located on

owner's policy of title insurance in an amount of the purchase price, naming Buyer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin. If Buyer gives City notice of any title defects prior to closing which are not acceptable, City shall use its best efforts to cure such defects. If any such defects are not cured by the date of closing, Buyer may terminate this Agreement or reschedule closing at its option.

C. Closing Costs. City shall be responsible to pay all costs usually and customarily paid by sellers of property in Wisconsin, including the cost of title insurance required herein.

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

1. Municipal and zoning ordinances.
2. Easements and restrictions of record.

IV. ENVIRONMENTAL CONDITION OF PROPERTY

A. Representations of City. With respect to the Option Parcel, City warrants and represents that City has not violated, is not violating, and has not been threatened with or received notice or charge asserting any violation of the Federal Solid Waste Disposal Act, the



Attachment: Amerilux Option ED-2077-1 6-18-19 Draft (8372 : Resolution #19-76 Authorizing Agreement for Option Parcel ED-2077-1 located on

Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation Recovery Act of 1976 ("RCRA"), the Federal Comprehensive Environmental Responsibility cleanup and Liability Act of 1980 ("CERCLA"), the Toxic Substance Control Act of 1976, or any other federal, state, local, or foreign laws, including the rules and regulations thereon regulating or otherwise affecting the environment ("Environmental Laws") as the same may have been amended prior to the date hereof. No asbestos, formaldehyde, or polychlorinated biphenyl is present at or under the Option Parcel.

B. Disposal of Substances. City has not disposed of any substances in any manner on the real estate which may form the basis for any present or future claim based upon current Environmental Laws or any demand or action seeking the cleanup of any site, location, or body of water, surface or subsurface, under any Environmental Laws which may subject City or Buyer and/or the real estate to claim for damages.

C. Septic Systems/Landfill. City does not believe that any septic systems exist on, in, or under the Option Parcel. City has not used the Option Parcel as a landfill or dump site which involved the disposal of solid waste in a manner which may materially impact the value of the Option Parcel, nor does City have any reason to believe that any third party has so used the Option Parcel.



Attachment: Amerilux Option ED-2077-1 6-18-19 Draft (8372 : Resolution #19-76 Authorizing Agreement for Option Parcel ED-2077-1 located on

D. Above or Underground Storage Tanks. No above or underground storage tanks containing either a "regulated substance" (as defined in 40 CFR, Section 280.12), or "hazardous waste" (as defined under RCRA) have been installed in the Option Parcel by City or its agents or employees. At no time during City's ownership of the Option Parcel have "hazardous substances" (as defined under CERCLA) or "hazardous waste" (as defined under RCRA), or "petroleum base substances" (as defined in 40 CFR, Section 280.12), been spilled, leaked, discarded or otherwise deposited by City on any of the Option Parcel.

E. Phase I Environmental Audit. The City has not prepared, or had prepared on its behalf, any environmental audit on the Option Parcel nor is City is obligated to do so under this Agreement.

F. Flood Plain/Wetlands. The City has not had a wetland delineation study performed on the Option Parcel nor is the City required to do so under this Agreement.

G. Indemnification. City shall indemnify and hold harmless Buyer, its agents, successors and assigns from all liabilities, losses, causes of action, and expenses (including court costs and reasonable attorney fees related thereto) incurred in connection with or arising out of the falsity of any warranty, representation, covenant, or agreement set forth by City in this Section upon proof to a



Attachment: Amerilux Option ED-2077-1 6-18-19 Draft (8372 : Resolution #19-76 Authorizing Agreement for Option Parcel ED-2077-1 located on

satisfactory and convincing degree that the representation of City are, in fact, false. This indemnification shall survive the closing of the title to the Option Parcel.

H. Access to Property. City shall permit Buyer access to the Option Parcel prior to closing at no cost for the purpose of site inspection analysis, further environmental assessment, or other such preparation as may be deemed reasonable by Buyer. Further, Buyer has offered to keep and maintain the subject property during the option period at no cost to City. Buyer agrees to hold City harmless for any and all injury that may occur to City, its agents or employees, Buyer, its agents or employees, or third parties, or any properties or interests of any of the above-referenced persons occasioned as a direct result of Buyer's activities as contemplated in this section, provided Buyer shall not be liable to City for any injury which occurs as a result of City's negligence or arises out of any condition existing on the property prior to Buyer's entry on the property. This hold harmless provision is intended to include all costs of defense, including reasonable attorney fees.

V. POST CLOSING CONTINGENCIES

A. Developer to Substantially Improve. Developer shall substantially develop the building and improvements on the Option Parcel in accordance with a site plan approved by the Plan Commission.



Attachment: Amerilux Option ED-2077-1 6-18-19 Draft (8372 : Resolution #19-76 Authorizing Agreement for Option Parcel ED-2077-1 located on

Attachment: Amerilux Option ED-2077-1 6-18-19 Draft (8372 : Resolution #19-76 Authorizing Agreement for Option Parcel ED-2077-1 located on

Such site plan shall be submitted to the Plan Commission for approval within twelve (12) months of closing on the Option Parcel and substantial development of the improvements in accordance with the site plan by Developer shall occur within 12 months of closing on the Option Parcel. 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 type and complexity of construction involved. Determination of substantial development is made at the discretion of City.

B. Failure to Submit Site Plan or Substantially Develop. If, in the reasonable discretion of City, Developer has not complied with the provision of paragraph A, above, the City may, by certified mail, inform Developer of such failure. If, after sixty (60) days of mailing of such notice, Developer has still not substantially developed the property in compliance with the precise implementation plan, City may repurchase the property for the price actually paid for the property less the insurance costs incurred and any real property

taxes delinquent or due at the end of the year in which the property is returned to the City. 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 subject parcel as a result or consequence of Developer's ownership or construction efforts thereon. At the option of the City, the City may require Developer to remove any partial construction placed on the subject property by Developer, its agents or employees, at Developer's cost. If Developer is delayed from achieving substantial development as required in this agreement 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.

C. Repurchase Closing. Closing for repurchase as contemplated in paragraph B, above, shall occur not less than sixty (60) days from the date of termination notice referred to herein above, unless another time is specifically agreed upon by the parties. At such closing, Developer shall, at its own expense, extend the title



Attachment: Amerilux Option ED-2077-1 6-18-19 Draft (8372 : Resolution #19-76 Authorizing Agreement for Option Parcel ED-2077-1 located on

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.

VI. PAYMENT IN LIEU OF TAX

A. Obligation. Except in cases of the exercise of eminent domain, Developer obligates itself and its successors and assigns to make a payment in lieu of tax to City should the Option Parcel or any improvements located thereon, become exempt from property tax for any reason. Such payment in lieu of the tax shall be determined and paid as provided herein.

B. Calculation and Payment.

1. The value of the property shall be as determined by the City Assessor in accordance with Chapter 70, Wis. Stats. The City Assessor shall notify the property owner of the property valuation and any changes thereto in accordance with and set forth in Chapter 70 Wis. Stats.

2. On or before December 1st of each year, City shall invoice the property owner for the amount of its payment in lieu of tax, calculated as follows:

**Subject property valuation x City tax rate / $1000 assessed value**



Attachment: Amerilux Option ED-2077-1 6-18-19 Draft (8372 : Resolution #19-76 Authorizing Agreement for Option Parcel ED-2077-1 located on

Attachment: Amerilux Option ED-2077-1 6-18-19 Draft (8372 : Resolution #19-76 Authorizing Agreement for Option Parcel ED-2077-1 located on

For example, assuming 2006 City property tax rate of $55.25/$1,000, if the subject property is valued at $50,000.00 the payment in lieu of tax would be $262.50 ($50,000 x .00525).

3. Failure of property owner to make its payment in lieu of tax to the City Clerk on or before December 31st of the year so calculated shall result in the amount due being placed upon the property as a special charge.

VII. DEFAULT PROVISIONS

A. Breach and Cure. Any provision of this Agreement that does not contain a specific remedy shall be resolved as provided hereunder. If one 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, party may bring any action available for any remedy 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 there under and such delay 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 provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VIII. MISCELLANEOUS

A. Obligations run with the Land. The obligations contained herein shall run with the land and are binding on all Developer's successors and assigns. 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



Attachment: Amerilux Option ED-2077-1 6-18-19 Draft (8372 : Resolution #19-76 Authorizing Agreement for Option Parcel ED-2077-1 located on

Attachment: Amerilux Option ED-2077-1 6-18-19 Draft (8372 : Resolution #19-76 Authorizing Agreement for Option Parcel ED-2077-1 located on

otherwise effect or be used in the construction of any terms of the provision of this Agreement.

D. Notices. All notices required by this Agreement must be in writing and sent certified mail, return receipt requested, to the addresses below. All notices shall be deemed received on the date of the postmark.

| If to Buyer: | If to City: |
|---|---|
| AmeriLux Holdings, LLC<br>c/o Mr. Kurt R. Voss<br>1212 Enterprise Drive<br>De Pere, WI 54115 | City of De Pere<br>Attn: City Clerk<br>335 S. Broadway St.<br>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 agreement terms, conditions, covenants, 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 the parties hereto.

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

**AMERILUX HOLDINGS, LLC**
By:

_____
Kurt R. Voss, Managing Member

STATE OF WISCONSIN )
)SS.
BROWN COUNTY )

Personally came before me this ____ day of _____, 2019, the above named Kurt R. Voss, known as the person(s) who executed the foregoing instrument and acknowledged the same.

_____

Notary Public, State of Wisconsin
My Commission Expires: _____.

**CITY OF DE PERE**
By:

_____
Michael J. Walsh, Mayor

By:

_____
Carey E. Danen, City Clerk

STATE OF WISCONSIN )
)SS.
BROWN COUNTY )

Personally came before me this ____day of _____, 2019, the above named Michael J. Walsh and Carey E. Danen, known as the persons who executed the foregoing instrument and acknowledged the same.

_____

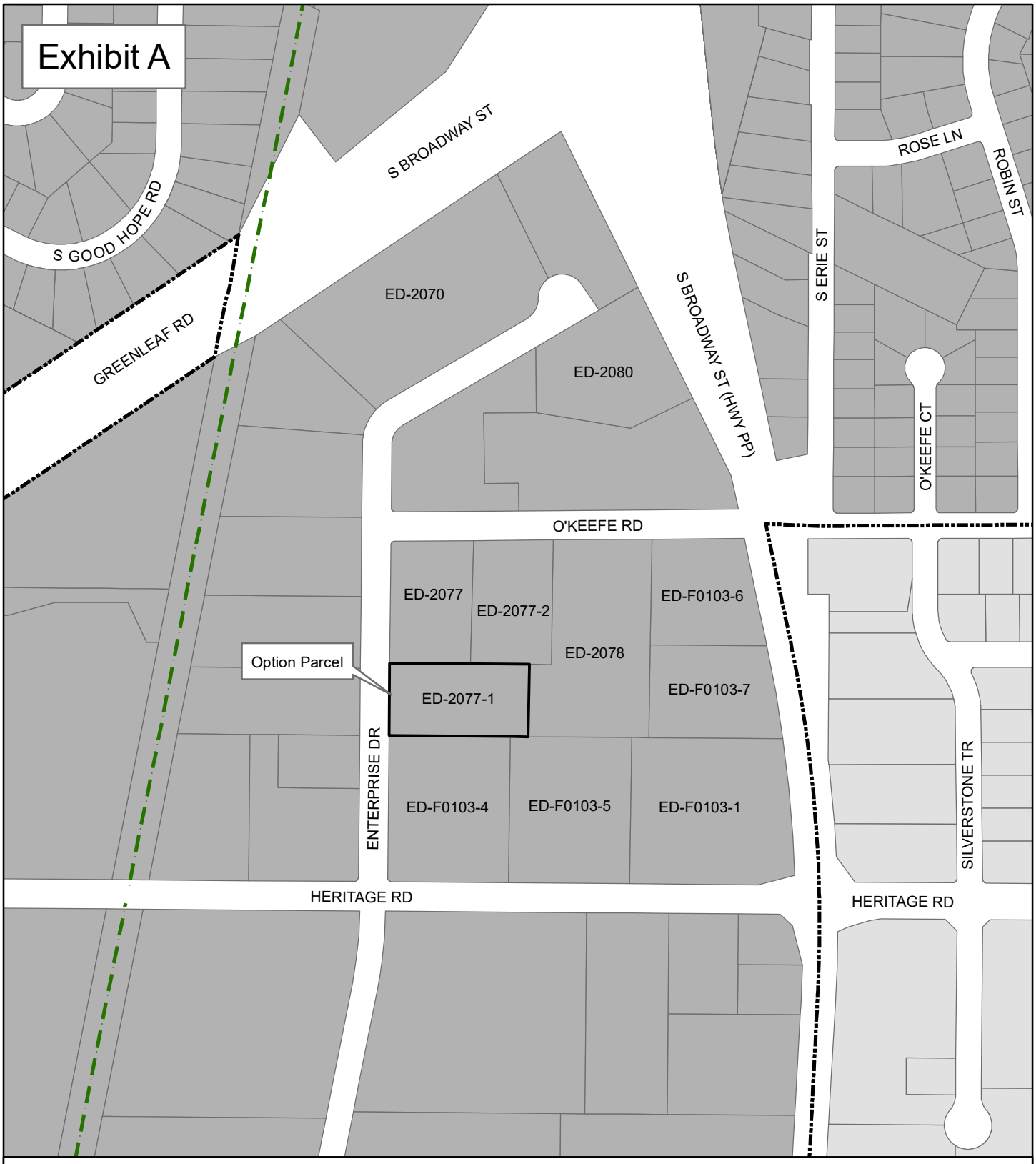
Notary Public, State of Wisconsin
My Commission Expires: _____.

Drafted by: Judith Schmidt-Lehman

J:\Law\Agreements\2019\AmeriLux Option ED-2077-1-6-18-19.docx



Attachment: Amerilux Option ED-2077-1 6-18-19 Draft (8372 : Resolution #19-76 Authorizing Agreement for Option Parcel ED-2077-1 located on




This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising this map. KLV 06/24/19 \Legal\ED-2077-1_AmeriluxOption

Attachment: Exhibit A-ED-2077-1_AmeriluxOption (8372 : Resolution #19-76 Authorizing Agreement for Option Parcel ED-2077-1 located on

# CITY OF DE PERE
# MEMO

To: De Pere Finance and Personnel Committee
From: Kimberly Flom, Development Services Director
Date: June 11, 2019

RE: **Request for option on parcel ED-2077-1 (Enterprise Drive, East Industrial Park)***

**PROJECT SUMMARY**

Kurt Voss, CEO of AmeriLux International, requests an option to purchase for Parcel ED-2077-1, located on the east side Enterprise Drive, just south of O'Keefe. Until February of last year, the property had been under option by Karman Development. Karman Development group maintained an option on the property from 2009 to 2018 in anticipation of future growth for Wild Blue Technologies. However, instead of expanding to the west, the company purchased a building to the east. Their option expired in February of 2018, and they have confirmed that they have no interest in developing the property. Kurt Voss is interested in acquiring the parcel for possible expansion related to AmeriLux International, which is located about one block north of the subject property.

Attachment: Voss Option FP Memo 6-11-2019 (8372 : Resolution #19-76 Authorizing Agreement for Option Parcel ED-2077-1 located on

**PROPOSED TERMS**

The following terms are proposed for the option agreement:

- Option Purpose: Possible warehouse or other expansion related to AmeriLux International
- Annual Payment - $865 ($500/year/acre)
- Term Limit – 3 years
- No Earnest Money
- Property List Price: $25,000/acres ($43,250 total)
- Provision that under exercise of option, land price may be discounted after an analysis of proposed development. If this occurs, new agreement required.
- Provision that the ESA and Survey on file have been provided, but all other due diligence to be conducted by option holder.
- Other provisions typical to City of De Pere option agreements.

If the Finance/Personnel Committee recommends approval of the terms, the Legal Department will draft a more formal option agreement that will be presented to the Common Council for review at a future meeting.

If you have any questions regarding this item, please feel free to contact me.

Attachment: Voss Option FP Memo 6-11-2019 (8372 : Resolution #19-76 Authorizing Agreement for Option Parcel ED-2077-1 located on

**City of De Pere, Wisconsin**

**Request For Common Council Action**

| | |
|---|---|
| **MEETING DATE:** | **July 2, 2019** |
| **DEPARTMENT:** | **Parks, Recreation & Forestry** |
| **FROM:** | **Marty Kosobucki** |
| **SUBJECT:** | **Resolution #19-77 Authorizing Agreement Between the City of De Pere and the Fox River Navigational System Authority Regarding City Installation of Water Meter and Spigot for City Water Use on Government Island.** |

The Board of Park Commissioners, at the June 20, 2019 meeting, approved the agreement with Fox River Navigation Authority to install a water line. The motion passed unanimously with a 7-0 vote.
The included agreement has been reviewed and prepared by our City Attorney's office and the Fox River Navigation System Authority. The agreement allows the City to install a water line inside of the Lock Tender's house. The purpose of the line is to provide the ability for us to offer water services to the Master Gardeners in their efforts for planting on the Riverwalk.

**ATTACHMENTS:**

- Reso19-77 (DOCX)
- 14966 (PDF)

RESOLUTION #19-77

AUTHORIZING AGREEMENT BETWEEN THE CITY OF DE PERE
AND THE FOX RIVER NAVIGATIONAL SYSTEM AUTHORITY
REGARDING CITY INSTALLATION OF WATER METER AND SPIGOT
FOR CITY WATER USE ON GOVERNMENT ISLAND

WHEREAS, the Fox River Navigational System Authority ("FRNSA") is the duly authorized agent for the State of Wisconsin concerning matters involving certain property known as the De Pere Lock System, including property commonly referred to as Government Island; and

WHEREAS, the City, pursuant to a Lease with FRNSA and an Easement from the United States Army Corps of Engineers ("ACOE"), constructed, owns and operates for recreational and educational purposes, a Riverwalk and Wildlife Viewing and Fishing Piers upon Government Island; and

WHEREAS, with support of FRNSA, the City has partnered with Northeastern Wisconsin Master Gardeners Association ("Master Gardeners") to plant and maintain native plantings on Government Island for educational and recreational opportunities; and

WHEREAS, in order to maintain such plantings, the Master Gardeners are in need of a water source on Government Island; and

WHEREAS, FRNSA and 3 Dam Guys LLC are parties to a Lease of the Lock Tender House located on Government Island, which allows FRNSA, its officers, agents and employees to enter upon the Leased Premises in connection with government purpose; and

WHEREAS, FRNSA has determined to appoint the City, and the City wishes to accept such appointment as the Agent of FRNSA, for the task of installing a second water line to the Lock Tender House on Government Island in order to allow the Master Gardeners' continued

Attachment: Reso19-77 (8464 : Resolution #19-77 Authorizing Agreement for Water Meter and Spigot with FRNSA)

access to water needed to maintain the native plantings on the Riverwalk, at the sole cost and expense of the City; and

WHEREAS, the Board of Park Commissioners has reviewed this matter and recommends approval thereof;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

That the Mayor and City Clerk are authorized and directed to execute the attached Agreement Between the City of De Pere and The Fox River Navigational System Authority Regarding City Installation of Water Meter and Spigot for City Water Use on Government Island.

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 2nd day of July, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____

Nays:_____

Attachment: Reso19-77 (8464 : Resolution #19-77 Authorizing Agreement for Water Meter and Spigot with FRNSA)

# AGREEMENT BETWEEN THE CITY OF DE PERE AND THE FOX RIVER NAVIGATIONAL SYSTEM AUTHORITY REGARDING CITY INSTALLATION OF WATER METER AND SPIGOT FOR CITY WATER USE ON GOVERNMENT ISLAND

WHEREAS, the Fox River Navigational System Authority ("FRNSA") is the duly authorized agent for the State of Wisconsin concerning matters involving certain property known as the De Pere Lock System, including property commonly referred to as Government Island, as depicted on the attached Exhibit A; and

WHEREAS, FRNSA and 3 Dam Guys LLC are parties to a Lease of the "De Pere Lock Keepers House" located on Government Island, which, among other things, allows FRNSA, "… its officers, agents and employees to, under said Lease, enter upon the Leased Premises at any time and for any purpose necessary or convenient in connection with government purpose…"; and

WHEREAS, the City of De Pere ("City"), pursuant to a Lease with FRNSA and an Easement from the United States Army Corps of Engineers ("ACOE) constructed, owns and operates for recreational and educational purposes, a Riverwalk and Wildlife Viewing and Fishing Piers (collectively "Riverwalk") upon Government Island; and

WHEREAS, with full support of FRNSA, City has partnered with Northeastern WI Master Gardeners Association ("Master Gardeners") to plant and maintain native plantings on that part of Government Island near the Lock Tender's House for educational and recreational opportunities; and

WHEREAS, the Master Gardeners are in need of a water source on Government Island to maintain such plantings; and

Attachment: 14966 (8464 : Resolution #19-77 Authorizing Agreement for Water Meter and Spigot with FRNSA)

WHEREAS, FRNSA has determined to appoint City as its Agent to undertake such steps as are necessary to install a second water line to the Lock Tender House on Government Island in order to allow the Master Gardner's continued access to water to maintain the extensive native plantings on the Riverwalk; and

WHEREAS, City accepts such appointment as Agent of FRNSA to perform such tasks and further agrees that such water line installation, which shall be undertaken as described below, shall be done at the sole cost and expense of City.

NOW THEREFORE, upon the mutual promises and covenants contained herein, together with such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. FRNSA hereby appoints City as its agent for the purposes of having installed at the Lock Tender House, a second water line for the governmental purpose of maintaining the natural plantings on the Riverwalk.
2. City, as Agent of FRNSA, agrees to pay all costs associated with and to have installed all plumbing necessary for a city water meter (non-sewered) and separate spigot to be used in connection with said use of the municipal water. City shall further be responsible to pay all costs associated with the water usage. The location of the city meter and spigot shall generally be as shown on Exhibits B and C, respectively.
3. City further agrees to continue to be the Agent of FRNSA for purposes of performing or providing for all maintenance, upkeep and replacement thereof associated with the meter, spigot and associated plumbing allowed under this Agreement.
4. The installation work for the meter and spigot shall be performed in compliance with all applicable laws and regulations.

Attachment: 14966 (8464 : Resolution #19-77 Authorizing Agreement for Water Meter and Spigot with FRNSA)

5. FRNSA agrees to allow City and those members of Master Gardeners, designated in writing by City, upon the premises as necessary to access the meter and spigot.

If either party to this Agreement believes there has been a breach of the Agreement, said Party shall send written notice of such breach to the other Party, and the Party allegedly in breach of the Agreement shall have 30 days to cure the same. If the Parties do not resolve the dispute within the 30-day cure period, the Parties agree to submit the dispute to mediation as a condition precedent to the institution of legal proceedings by either party, under the following process:

A. The Parties shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be submitted by one Party to the other Party in writing. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.
B. The Parties shall share the mediator's and any filing fees equally. The mediation shall be held in De Pere, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

6. All notices required or allowed under this Agreement shall be sent via 1st class mail to the following:

If to FRNSA:
Fox River Navigational
System Authority
Attn: Chief Executive Officer
1008 Augustine St.
Kaukauna, WI 54130

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

7. This Agreement constitutes the entire Agreement of the Parties. No change in the terms and conditions of this Agreement shall be effective unless reduced to writing and signed by the Parties.

Attachment: 14966 (8464 : Resolution #19-77 Authorizing Agreement for Water Meter and Spigot with FRNSA)

8. Each Party has received approval of their respective governing bodies to execute this Agreement.

Dated this _____ day of _____, 2019.

**FOX RIVER NAVIGATIONAL SYSTEM AUTHORITY**
**By:**

_____
Print Name: Jeremy Cords
Title: Chief Executive Officer

_____
Print Name:
Title:

**CITY OF DE PERE**
**By:**

_____
Michael J. Walsh, Mayor

_____
Carey E. Danen, City Clerk

J:\Law\Agreements\2019\FRNSA Agreement(City Water)Final6-17-19-151-006-19.docx

Attachment: 14966 (8464 : Resolution #19-77 Authorizing Agreement for Water Meter and Spigot with FRNSA)

<Title>

Exhibit A

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

N
W E

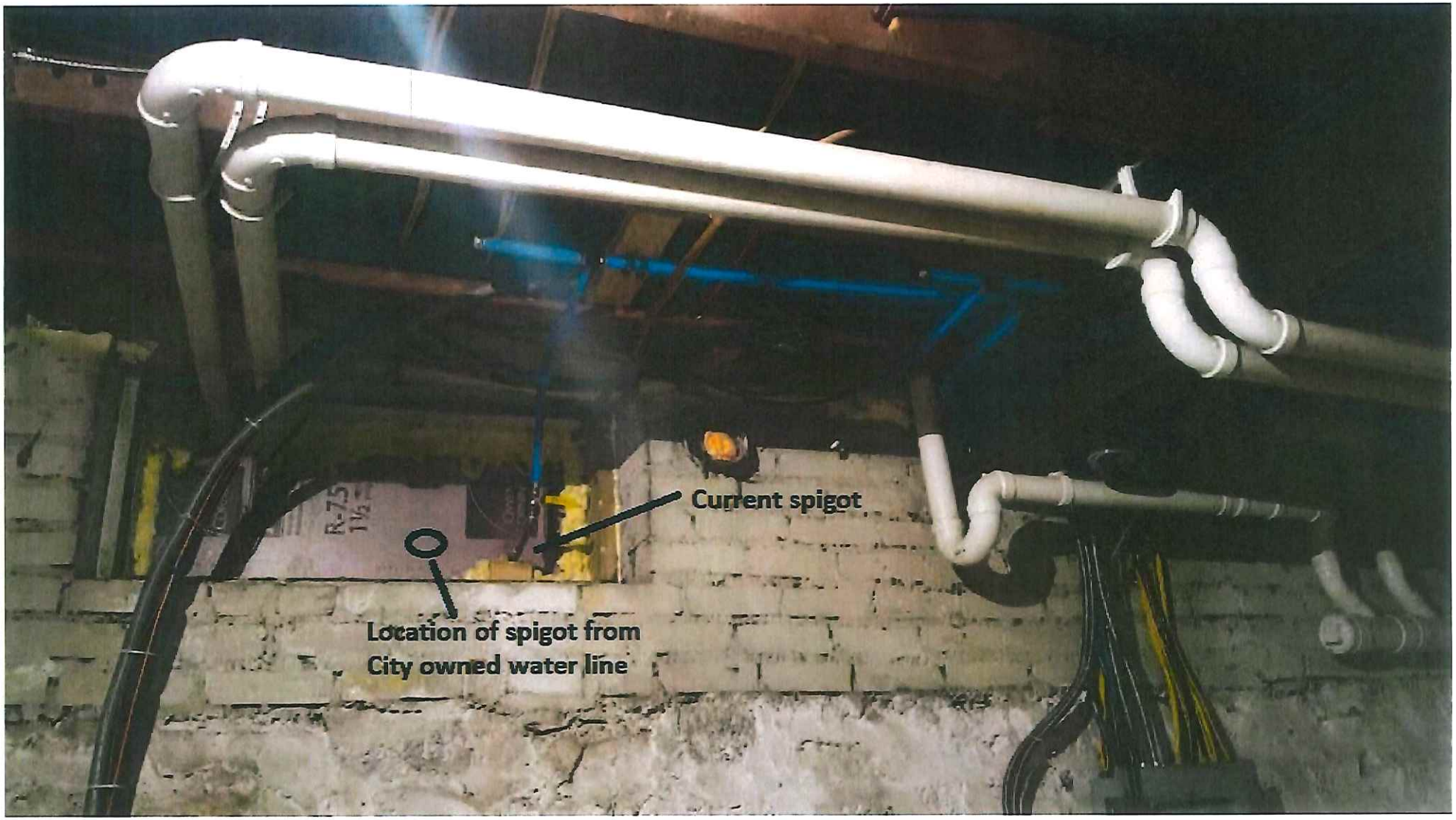
Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010

02/14/2019
Scale 1:720

Attachment: 14966 (8464 : Resolution #19-77 Authorizing Agreement for Water Meter and Spigot with FRNSA)

Exhibit B

Exhibit C




Attachment: 14966 (8464 : Resolution #19-77 Authorizing Agreement for Water Meter and Spigot with

**City of De Pere, Wisconsin**

**Request For Common Council Action**

**MEETING DATE:** **July 2, 2019**

**DEPARTMENT:** **City Clerk**

**FROM:** **Ann Ledvina**

**SUBJECT:** **Operator License Applications.**

**ATTACHMENTS:**

- 7-2-19 (PDF)

CITY OF DE PERE
License Committee - July 2, 2019

| Previously Tabled Operator License Applications | |
|---|---|
| 1 | RHEINGANS, ALEX M. |

| New Operator License Applications | |
|---|---|
| 1 | Brunette, Nicholes |
| 2 | Fuller-Minalko, Emily |
| 3 | Reince, Justin |
| 4 | Smith, Megan |
| 5 | Sylvester, Megan |
| 6 | Wawiorka Natoshia |

Attachment: 7-2-19 (8485 : Operator Lic. Applications)

**City of De Pere, Wisconsin**

**Request For Common Council Action**

| | |
|---|---|
| **MEETING DATE:** | **July 2, 2019** |
| **DEPARTMENT:** | **City Clerk** |
| **FROM:** | **Ann Ledvina** |
| **SUBJECT:** | **Voucher approval.** |

**ATTACHMENTS:**

- 7-2-19 VOUCHERS (PDF)

PACKET: 06124 JUL 2019 COUNCIL - 1 7-2-19

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP ASSOCIATED

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 2412 | ACCURATE SUSPENSION WAREHOUSE | | | | | | | |
| | I-1906761 | ACCURATE SUSPENSION WAREHOUSE | R | 7/02/2019 | | 999.12CR | 089113 | |
| | I-1907486 | ACCURATE SUSPENSION WAREHOUSE | R | 7/02/2019 | | 32.90CR | 089113 | 1,032.02 |
| 6426 | ACL | | | | | | | |
| | I-A6616-201904-0 | ACL | R | 7/02/2019 | | 85.26CR | 089114 | |
| | I-A6616-201905-0 | ACL | R | 7/02/2019 | | 28.42CR | 089114 | 113.68 |
| 7583 | ADVANCE AUTO PARTS | | | | | | | |
| | I-6339-270374 | ADVANCE AUTO PARTS | R | 7/02/2019 | | 20.98CR | 089115 | |
| | I-6339-273493 | ADVANCE AUTO PARTS | R | 7/02/2019 | | 20.50CR | 089115 | 41.48 |
| 0302 | AIRGAS USA LLC | | | | | | | |
| | I-9961993969 | AIRGAS USA LLC | R | 7/02/2019 | | 490.92CR | 089116 | |
| | I-9961993970 | AIRGAS USA LLC | R | 7/02/2019 | | 202.32CR | 089116 | 693.24 |
| 0007 | AMBROSIUS SALES & SERVICE | | | | | | | |
| | I-14451 | AMBROSIUS SALES & SERVICE | R | 7/02/2019 | | 25.90CR | 089117 | 25.90 |
| 0009 | AMERICAN OVERHEAD DOOR | | | | | | | |
| | I-149248 | AMERICAN OVERHEAD DOOR | R | 7/02/2019 | | 3,070.00CR | 089118 | 3,070.00 |
| 0020 | BADGERLAND PRINTING INC | | | | | | | |
| | I-33510 | BADGERLAND PRINTING INC | R | 7/02/2019 | | 565.00CR | 089119 | 565.00 |
| 6895 | ALICIA BAGLEY | | | | | | | |
| | I-201906249495 | ALICIA BAGLEY | R | 7/02/2019 | | 47.46CR | 089120 | |
| | I-201906249496 | ALICIA BAGLEY | R | 7/02/2019 | | 47.63CR | 089120 | 95.09 |
| 0023 | BATTERIES PLUS LLC | | | | | | | |
| | I-P15241499 | BATTERIES PLUS LLC | R | 7/02/2019 | | 19.95CR | 089121 | |
| | I-P15542269 | BATTERIES PLUS LLC | R | 7/02/2019 | | 31.95CR | 089121 | 51.90 |
| 6404 | BAY AREA TESTING & CONSULTING LLC | | | | | | | |
| | I-3137 | BAY AREA TESTING & CONSULTING | R | 7/02/2019 | | 367.25CR | 089122 | |
| | I-3138 | BAY AREA TESTING & CONSULTING | R | 7/02/2019 | | 70.00CR | 089122 | |
| | I-3139 | BAY AREA TESTING & CONSULTING | R | 7/02/2019 | | 1,236.50CR | 089122 | 1,673.75 |
| 0027 | BAY TOWEL INC | | | | | | | |
| | I-2840332 | BAY TOWEL INC | R | 7/02/2019 | | 174.19CR | 089123 | |
| | I-2849103 | BAY TOWEL INC | R | 7/02/2019 | | 174.19CR | 089123 | |
| | I-2855264 | BAY TOWEL INC | R | 7/02/2019 | | 110.37CR | 089123 | |
| | I-2857865 | BAY TOWEL INC | R | 7/02/2019 | | 174.19CR | 089123 | |
| | I-2859657 | BAY TOWEL INC | R | 7/02/2019 | | 110.37CR | 089123 | |
| | I-2866653 | BAY TOWEL INC | R | 7/02/2019 | | 174.19CR | 089123 | |
| | I-2866673 | BAY TOWEL INC | R | 7/02/2019 | | 93.72CR | 089123 | 1,011.22 |

Attachment: 7-2-19 VOUCHERS (8492 : voucher approval)

PACKET: 06124 JUL 2019 COUNCIL - 1 7-2-19

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP ASSOCIATED

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 7831 | CENTER FOR CHILDHOOD SAFETY | | | | | | | |
| | I-201906249501 | CENTER FOR CHILDHOOD SAFETY | R | 7/02/2019 | | 180.00CR | 089137 | 180.00 |
| 2708 | CLEANING SOLUTION SERVICES INC | | | | | | | |
| | I-19011 | CLEANING SOLUTION SERVICES INC | R | 7/02/2019 | | 1,354.06CR | 089138 | |
| | I-19062 | CLEANING SOLUTION SERVICES INC | R | 7/02/2019 | | 137.34CR | 089138 | |
| | I-19076 | CLEANING SOLUTION SERVICES INC | R | 7/02/2019 | | 1,354.06CR | 089138 | 2,845.46 |
| 7639 | CORE & MAIN LP | | | | | | | |
| | I-K709842 | CORE & MAIN LP | R | 7/02/2019 | | 239.91CR | 089139 | 239.91 |
| 0217 | COUNTRY VISIONS COOPERATIVE | | | | | | | |
| | I-201906249502 | COUNTRY VISIONS COOPERATIVE | R | 7/02/2019 | | 17.68CR | 089140 | |
| | I-201906249503 | COUNTRY VISIONS COOPERATIVE | R | 7/02/2019 | | 2.76CR | 089140 | 20.44 |
| 3590 | LAWRENCE DELO | | | | | | | |
| | I-201906259525 | LAWRENCE DELO | R | 7/02/2019 | | 253.74CR | 089141 | 253.74 |
| 0075 | DIGGERS HOTLINE INC | | | | | | | |
| | I-190 5 36401 | DIGGERS HOTLINE INC | R | 7/02/2019 | | 2,008.42CR | 089142 | 2,008.42 |
| 6030 | DISCOUNT SCHOOL SUPPLY | | | | | | | |
| | I-P38339660102 | DISCOUNT SCHOOL SUPPLY | R | 7/02/2019 | | 258.32CR | 089143 | 258.32 |
| 7933 | ELEVATE97 | | | | | | | |
| | I-102176 | ELEVATE97 | R | 7/02/2019 | | 518.33CR | 089144 | 518.33 |
| 0085 | EMERGENCY MEDICAL PRODUCTS INC | | | | | | | |
| | I-2078916 | EMERGENCY MEDICAL PRODUCTS INC | R | 7/02/2019 | | 343.79CR | 089145 | 343.79 |
| 7422 | EXCEL UNDERGROUND LLC | | | | | | | |
| | I-7003 | EXCEL UNDERGROUND LLC | R | 7/02/2019 | | 8,253.23CR | 089146 | 8,253.23 |
| 7096 | JAMES M. FICO PHD | | | | | | | |
| | I-201906249504 | JAMES M. FICO PHD | R | 7/02/2019 | | 350.00CR | 089147 | 350.00 |
| 0096 | FIRE APPARATUS & EQUIPMENT INC | | | | | | | |
| | I-19707 | FIRE APPARATUS & EQUIPMENT INC | R | 7/02/2019 | | 18.88CR | 089148 | |
| | I-19710 | FIRE APPARATUS & EQUIPMENT INC | R | 7/02/2019 | | 85.59CR | 089148 | 104.47 |
| 0200 | FIRST SUPPLY LLC | | | | | | | |
| | I-11678825-00 | FIRST SUPPLY LLC | R | 7/02/2019 | | 16.54CR | 089149 | |
| | I-11679082-00 | FIRST SUPPLY LLC | R | 7/02/2019 | | 14.37CR | 089149 | 30.91 |

Attachment: 7-2-19 VOUCHERS (8492 : voucher approval)

PACKET: 06124 JUL 2019 COUNCIL - 1 7-2-19

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP ASSOCIATED

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 6809 | JACK'S MAINTENANCE SERVICE INC. | | | | | | | |
| | I-47435 | JACK'S MAINTENANCE SERVICE INC | R | 7/02/2019 | | 429.00CR | 089161 | 429.00 |
| 0362 | JOHNSON CONTROLS FIRE PROTECTION LP | | | | | | | |
| | I-41269263 | JOHNSON CONTROLS FIRE PROTECTI | R | 7/02/2019 | | 11,336.17CR | 089162 | 11,336.17 |
| 3201 | JOSEPH JOHNSON | | | | | | | |
| | I-201906249508 | JOSEPH JOHNSON | R | 7/02/2019 | | 41.78CR | 089163 | |
| | I-201906249509 | JOSEPH JOHNSON | R | 7/02/2019 | | 13.63CR | 089163 | 55.41 |
| 6688 | KIM JOHNSON | | | | | | | |
| | I-201906249510 | KIM JOHNSON | R | 7/02/2019 | | 78.01CR | 089164 | 78.01 |
| 2602 | JOSSART BROTHERS INC | | | | | | | |
| | I-1063 | JOSSART BROTHERS INC | R | 7/02/2019 | | 218.00CR | 089165 | |
| | I-19-01 (1) | JOSSART BROTHERS INC | R | 7/02/2019 | | 169,909.66CR | 089165 | 170,127.66 |
| 1276 | JX ENTERPRISES INC | | | | | | | |
| | I-1484252P | JX ENTERPRISES INC | R | 7/02/2019 | | 123.09CR | 089166 | |
| | I-1484636P | JX ENTERPRISES INC | R | 7/02/2019 | | 14.58CR | 089166 | |
| | I-1485696P | JX ENTERPRISES INC | R | 7/02/2019 | | 19.99CR | 089166 | |
| | I-1486116P | JX ENTERPRISES INC | R | 7/02/2019 | | 69.04CR | 089166 | 226.70 |
| 3140 | KUNDINGER FLUID POWER INC | | | | | | | |
| | I-50543770 | KUNDINGER FLUID POWER INC | R | 7/02/2019 | | 178.79CR | 089167 | 178.79 |
| 4972 | MACCO'S COMMERCIAL INTERIORS INC | | | | | | | |
| | I-MC001249 | MACCO'S COMMERCIAL INTERIORS I | R | 7/02/2019 | | 225.00CR | 089168 | |
| | I-MC001274 | MACCO'S COMMERCIAL INTERIORS I | R | 7/02/2019 | | 17,289.19CR | 089168 | 17,514.19 |
| 7845 | JOHNATHAN MCDONALD | | | | | | | |
| | I-201906249511 | JOHNATHAN MCDONALD | R | 7/02/2019 | | 30.00CR | 089169 | 30.00 |
| 0173 | MENARDS INC | | | | | | | |
| | C-49862 | MENARDS INC | R | 7/02/2019 | | 28.98 | 089170 | |
| | I-47435 | MENARDS INC | R | 7/02/2019 | | 3.48CR | 089170 | |
| | I-49080 | MENARDS INC | R | 7/02/2019 | | 10.46CR | 089170 | |
| | I-49233 | MENARDS INC | R | 7/02/2019 | | 29.99CR | 089170 | |
| | I-49387 | MENARDS INC | R | 7/02/2019 | | 429.99CR | 089170 | |
| | I-49390 | MENARDS INC | R | 7/02/2019 | | 9.25CR | 089170 | |
| | I-49394 | MENARDS INC | R | 7/02/2019 | | 72.02CR | 089170 | |
| | I-49437 | MENARDS INC | R | 7/02/2019 | | 13.93CR | 089170 | |
| | I-49440 | MENARDS INC | R | 7/02/2019 | | 26.27CR | 089170 | |
| | I-49546 | MENARDS INC | R | 7/02/2019 | | 377.00CR | 089170 | |
| | I-49557 | MENARDS INC | R | 7/02/2019 | | 17.99CR | 089170 | |
| | I-49565 | MENARDS INC | R | 7/02/2019 | | 59.88CR | 089170 | |
| | I-49602 | MENARDS INC | R | 7/02/2019 | | 9.79CR | 089170 | |
| | I-49686 | MENARDS INC | R | 7/02/2019 | | 60.98CR | 089170 | |
| | I-49688 | MENARDS INC | R | 7/02/2019 | | 68.02CR | 089170 | |
| | I-49845 | MENARDS INC | R | 7/02/2019 | | 40.96CR | 089170 | |
| | I-49857 | MENARDS INC | R | 7/02/2019 | | 11.48CR | 089170 | 1,212.51 |

Attachment: 7-2-19 VOUCHERS (8492 : voucher approval)

PACKET: 06124 JUL 2019 COUNCIL - 1 7-2-19

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP ASSOCIATED

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 6452 | JAKE NOWAK | | | | | | | |
| | I-201906249513 | JAKE NOWAK | R | 7/02/2019 | | 16.20CR | 089181 | 16.20 |
| 0197 | PACKER CITY INTL TRUCKS INC | | | | | | | |
| | I-X101106426:01 | PACKER CITY INTL TRUCKS INC | R | 7/02/2019 | | 73.39CR | 089182 | |
| | I-X101107667:01 | PACKER CITY INTL TRUCKS INC | R | 7/02/2019 | | 17.18CR | 089182 | |
| | I-X101107669:01 | PACKER CITY INTL TRUCKS INC | R | 7/02/2019 | | 34.36CR | 089182 | 124.93 |
| 1331 | PACKER FASTENER & SUPPLY INC | | | | | | | |
| | C-441003 | PACKER FASTENER & SUPPLY INC | R | 7/02/2019 | | 35.62 | 089183 | |
| | I-440780 | PACKER FASTENER & SUPPLY INC | R | 7/02/2019 | | 66.03CR | 089183 | 30.41 |
| 6791 | PACKERLAND ELECTRIC LLC | | | | | | | |
| | I-2929 | PACKERLAND ELECTRIC LLC | R | 7/02/2019 | | 2,975.00CR | 089184 | 2,975.00 |
| 7613 | PAGEFREEZER SOFTWARE INC | | | | | | | |
| | I-INV-6224 | PAGEFREEZER SOFTWARE INC | R | 7/02/2019 | | 5,988.00CR | 089185 | 5,988.00 |
| 7935 | ANDREW PANTZLAFF | | | | | | | |
| | I-201906249515 | ANDREW PANTZLAFF | R | 7/02/2019 | | 193.73CR | 089186 | 193.73 |
| 0584 | PATRICK ZELZER AND ASSOCIATES | | | | | | | |
| | I-ZEL-2019001555 | PATRICK ZELZER AND ASSOCIATES | R | 7/02/2019 | | 100.00CR | 089187 | 100.00 |
| 0202 | PEPSI COLA NEW INC | | | | | | | |
| | C-7368180 | PEPSI COLA NEW INC | R | 7/02/2019 | | 100.80 | 089188 | |
| | I-517332B | PEPSI COLA NEW INC | R | 7/02/2019 | | 25.20CR | 089188 | |
| | I-518851B | PEPSI COLA NEW INC | R | 7/02/2019 | | 64.56CR | 089188 | |
| | I-587357 | PEPSI COLA NEW INC | R | 7/02/2019 | | 484.80CR | 089188 | 473.76 |
| 5476 | PERSONNEL EVALUATION INC | | | | | | | |
| | I-32567 | PERSONNEL EVALUATION INC | R | 7/02/2019 | | 64.00CR | 089189 | 64.00 |
| 0208 | POMP'S TIRE SERVICE INC | | | | | | | |
| | C-90056974 | POMP'S TIRE SERVICE INC | R | 7/02/2019 | | 79.95 | 089190 | |
| | I-90056814 | POMP'S TIRE SERVICE INC | R | 7/02/2019 | | 242.95CR | 089190 | |
| | I-90056898 | POMP'S TIRE SERVICE INC | R | 7/02/2019 | | 32.00CR | 089190 | |
| | I-90057082 | POMP'S TIRE SERVICE INC | R | 7/02/2019 | | 154.00CR | 089190 | 349.00 |
| 0209 | POOL WORKS INC | | | | | | | |
| | I-159741-1 | POOL WORKS INC | R | 7/02/2019 | | 55.98CR | 089191 | |
| | I-160707-1 | POOL WORKS INC | R | 7/02/2019 | | 45.00CR | 089191 | 100.98 |

Attachment: 7-2-19 VOUCHERS (8492 : voucher approval)

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 0999 | STAPLES ADVANTAGE | | | | | | | |
| | I-3413445285 | STAPLES ADVANTAGE | R | 7/02/2019 | | 118.58CR | 089203 | 118.58 |
| 4094 | STATE BAR OF WISCONSIN | | | | | | | |
| | I-5063140 | STATE BAR OF WISCONSIN | R | 7/02/2019 | | 167.76CR | 089204 | 167.76 |
| 3253 | BILL TEWS | | | | | | | |
| | I-201906249518 | BILL TEWS | R | 7/02/2019 | | 45.96CR | 089205 | 45.96 |
| 5454 | TRANSPORT REFRIGERATION INC | | | | | | | |
| | I-480607-100 | TRANSPORT REFRIGERATION INC | R | 7/02/2019 | | 67.08CR | 089206 | |
| | I-480608-100 | TRANSPORT REFRIGERATION INC | R | 7/02/2019 | | 16.68CR | 089206 | 83.76 |
| 0268 | TRUCK EQUIPMENT INC | | | | | | | |
| | I-851762-00 | TRUCK EQUIPMENT INC | R | 7/02/2019 | | 43.92CR | 089207 | 43.92 |
| 0417 | TWEET GAROT MECHANICAL INC | | | | | | | |
| | I-75346 | TWEET GAROT MECHANICAL INC | R | 7/02/2019 | | 582.53CR | 089208 | 582.53 |
| 5663 | TYLER TECHNOLOGIES INC | | | | | | | |
| | I-045-260509 | TYLER TECHNOLOGIES INC | R | 7/02/2019 | | 200.00CR | 089209 | |
| | I-045-261656 | TYLER TECHNOLOGIES INC | R | 7/02/2019 | | 25.00CR | 089209 | |
| | I-045-264424 | TYLER TECHNOLOGIES INC | R | 7/02/2019 | | 150.00CR | 089209 | 375.00 |
| 0272 | UNIFORM SHOPPE INC | | | | | | | |
| | I-288206 | UNIFORM SHOPPE INC | R | 7/02/2019 | | 124.90CR | 089210 | |
| | I-288831 | UNIFORM SHOPPE INC | R | 7/02/2019 | | 259.65CR | 089210 | 384.55 |
| 7342 | KEVIN VANDENBUSH | | | | | | | |
| | I-201906249519 | KEVIN VANDENBUSH | R | 7/02/2019 | | 58.03CR | 089211 | |
| | I-201906249520 | KEVIN VANDENBUSH | R | 7/02/2019 | | 76.97CR | 089211 | 135.00 |
| 1 | WALKER, TIM & TAMMY | | | | | | | |
| | I-201906249521 | MAILBOX | R | 7/02/2019 | | 28.47CR | 089212 | 28.47 |
| 0975 | WI DEPT OF NATURAL RESOURCES | | | | | | | |
| | I-405208870-2019-1 | WI DEPT OF NATURAL RESOURCES | R | 7/02/2019 | | 3,000.00CR | 089213 | 3,000.00 |
| 0294 | WI DEPT OF TRANSPORTATION BBS | | | | | | | |
| | I-395-0000132645 | WI DEPT OF TRANSPORTATION BBS | R | 7/02/2019 | | 274.14CR | 089214 | 274.14 |
| 7350 | WI MEDIA | | | | | | | |
| | I-2536605 | WI MEDIA | R | 7/02/2019 | | 134.61CR | 089215 | 134.61 |

Attachment: 7-2-19 VOUCHERS (8492 : voucher approval)

PACKET: 06124 JUL 2019 COUNCIL - 1 7-2-19
VENDOR SET: 01
BANK : AP ASSOCIATED

**** CHECK LISTING ****

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

** POSTING PERIOD RECAP **

| FUND | PERIOD | AMOUNT |
|---|---|---|
| 100 | 7/2019 | 91,102.46CR |
| 201 | 7/2019 | 6,169.23CR |
| 208 | 7/2019 | 145.87CR |
| 292 | 7/2019 | 3,833.98CR |
| 405 | 7/2019 | 188,812.79CR |
| 601 | 7/2019 | 9,657.50CR |
| 650 | 7/2019 | 4,576.76CR |
| ALL | | 304,298.59CR |

Attachment: 7-2-19 VOUCHERS (8492 : voucher approval)

**City of De Pere, Wisconsin**

**Request For Common Council Action**

| | |
|---|---|
| **MEETING DATE:** | **July 2, 2019** |
| **DEPARTMENT:** | **Common Council** |
| **FROM:** | **Andrew Pantzlaff** |
| **SUBJECT:** | **Update on Status of Potential Purchase of Private Property for Public Use** |