



Common Council

Regular Meeting

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

Agenda

Tuesday, June 21, 2016

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 **June 21, 2016** 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 TW 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.

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the June 7, 2016 Common Council Meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Confirmation of Appointment To Position of Assistant City Engineer
6. Recommendation from the License Committee on an application for a Temporary Premise Description Change for Union Hotel Corp.
7. Recommendation from the License Committee on a Special Permit Allowing Consumption of Alcohol Beverages on Public Ways. Submitted by Union Hotel Corp. (d.b.a. the Union Hotel) For a Private Event on Sunday, July 3, 2016.
8. Recommendation from the License Committee on an Application for a Class "B" Beer and "Class B" Liquor License for Next Level Entertainment LLC (DBA Rock Lobster Pub), 413 Main Av. Submitted by Next Level Entertainment LLC, Agent: Steve Peterson, 344 McDonald St., Oconto, WI.
9. Recommendation from the License Committee on Renewal Applications for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, Class "B" Fermented Malt Beverage Licenses, Class "C" Wine Licenses, "Class B" Intoxicating Liquor Licenses, and Reserve "Class B" Intoxicating Liquor Licenses for the licensing period for July 1, 2016 to June 30, 2017.
10. Recommendation from the Finance & Personnel Committee to purchase a new fire engine (rescue pumper).
11. Recommendation from Finance Personnel Committee to Approve Police Department Applying for a Class B Raffle for K-9 Fundraising
12. Recommendation of the Board of Public Works to Award the Contract for Project 16-07 Asphalt, Curb, & Utility Repair to Wood Sewer & Excavation Inc. In the Amount of \$1,573,690.
13. Ordinance #16-09, Amending Chapter 150 De Pere Municipal Code Regarding Long-term Parking Regulations.
14. Resolution #16-61, Accepting Offer of Province Builders & Realty Inc. (ED-2714).

15. Resolution #16-62, Accepting Offer From Thomas J. Riesenbergs and Terry A. Riesenbergs to Purchase Parcel ED-2679 (795 Killarny Trail).
16. Resolution #16-63, Accepting Storm Water Easement from Kwik Trip, Inc. (Parcel WD-451).
17. Resolution #16-64, Authorizing Agreement Between Brown County Health Department and City of De Pere for Pool Water Analysis.
18. Resolution #16-65, Authorizing Compliance Maintenance Annual Report (CMAR) for Wastewater Collection System.
19. Resolution #16-66, Authorizing Amendment 1 to Division of Public Health DPH Contract #30511.
20. Resolution #16-67, Supporting Increased Transportation Funding (#JustFixItWI).
21. Resolution #16-68, Resolution Establishing Non-Lapsing Funds as of December 31, 2015.
22. Resolution #16-69, Authorizing Software Licensing Agreement Between the City of De Pere and Image Trend, Inc. (Fire Department Records Management).
23. Resolution #16-70, Authorizing Reimbursement to the Wisconsin Department of Transportation (WisDOT) for Sale of Surplus Right of Way.
24. Consider Community Service Grant Application.
25. Discussion of and Update on Research Regarding the Unassigned Parcel (Front Street west of Fox River Trail at former Bridge Abutment)
26. Consideration of One Law Group request for Conflict Waiver

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(g), the Council may convene in closed session for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.
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.
27. Voucher Approval.
28. Operator License Applications.
29. Future agenda items.
30. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:

Alderspersons
Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Wood Sewer & Excavation, Inc.
Deb Jopek
Debra Finendale
John Gilkey
Vicki Radue
Sean Haessly
Jeff Adamick
Kerry Counard
Amber Barajas Farias
John Michael Jerry
Paul Bakken
Kevin Charles
Steve Peterson
Marc Bilotti
Troy Metzler
McKim Boyd

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

MEETING DATE: June 21, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the June 7, 2016 Common Council Meeting.

ATTACHMENTS:

- 6-7-2016 Common Council Minutes (DOC)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, June 7, 2016

7:30 PM

De Pere City Hall Council Chambers

1. Call to order: The Common Council Meeting was called to order on June 7, 2016 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status
Michael J. Walsh	Mayor	Present
James Boyd	Aldersperson	Present
Dan Carpenter	Aldersperson	Present
Scott Crevier	Aldersperson	Present
Michael Donovan	Aldersperson	Present
Ryan Jennings	Aldersperson	Present
Larry Lueck	Aldersperson	Present
Dean Raasch	Aldersperson	Present
Lisa Rafferty	Aldersperson	Present

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the May 17, 2016 Common Council Meeting.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Dan Carpenter, Aldersperson
SECONDER: Larry Lueck, Aldersperson
AYES: Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

4. Approval of the Minutes of the May 17, 2016 Special Meeting of the Redevelopment Authority and Common Council.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Michael Donovan, Aldersperson
SECONDER: Ryan Jennings, Aldersperson
AYES: Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

5. Public comment upon matters not on the agenda or other announcements.

Aldersperson Raasch announced a new law passed that allows semis and tractor trailers the right-of-way in roundabouts.

Aldersperson Jennings invited everyone to visit the Definitely De Pere website (<http://definitelydepere.org>) to see the upcoming events planned for this summer. He mentioned the Art Walk on the second Fridays of June, July and August, the Thursday Night Farmer's Market beginning June 16 and going through September 1, Yoga in the Park, and East West Music Fest.

6. Presentation of American Heart Association's Mission Lifeline EMS Recognition Gold Award to the Fire Department.

Kaela Gedda presented the American Heart Association's Mission Lifeline EMS Recognition Gold Award to Brian Thompson and Al Matzke of the City of De Pere Fire Department.

Attachment: 6-7-2016 Common Council Minutes (4815 : Approval of the Minutes of the June 7, 2016 Common Council Meeting.)

7. State updates and developments presented by Representative John Macco.
- State Representative John Macco presented updates from the 2015-2016 State Legislative Session. Discussion with the Common Council followed regarding the Southern Bridge and Representative Macco promised to keep the De Pere City Council informed of any information he receives about the bridge.
8. Recommendation from the License Committee on a Renewal Application for Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor Licenses for Hoffman Investments Inc (DBA Old No 7), 121 N. Tenth St. Submitted by Hoffman Investments Inc, Agent: Raymond Hoffman, 1140 Aldrin St, De Pere WI.

Alderson Carpenter stated he will abstain from this vote.

RESULT:	ADOPTED [7 TO 0]
MOVER:	Dean Raasch, Alderson
SECONDER:	James Boyd, Alderson
AYES:	Boyd, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty
ABSTAIN:	Dan Carpenter

9. Recommendation from the License Committee on Renewal Applications for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, "Class A" Cider Only Licenses, Class "B" Fermented Malt Beverage Licenses, Class "C" Wine Licenses, and "Class B" Intoxicating Liquor Licenses for the licensing period of July 1, 2016 to June 30, 2017.

Alderson Raasch moved, seconded by Alderson Boyd to approve the renewal licenses for the Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, "Class A" Cider Only Licenses, Class "B" Fermented Malt Beverage Licenses, and Class "C" Wine Licenses. Upon vote, motion carried unanimously.

Alderson Raasch moved, seconded by Alderson Carpenter to approve Class "B" Beer/"Class B" Liquor Licenses #1, 3-7 and 9-16. Upon vote, motion carried unanimously. Alderson Raasch moved, seconded by Alderson Boyd to table Class "B" Beer/"Class B" Liquor Licenses #2 and 8. Upon vote, motion carried unanimously.

10. Recommendation from the License Committee on a Retail License Transfer for Pasquale's International Cafe.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderson
SECONDER:	James Boyd, Alderson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

11. Recommendation from the Plan Commission to approve the Application for an Extraterritorial CSM for a two lot CSM in the Town of Wrightstown. Submitted by Steven E. Zeitler.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderson
SECONDER:	Larry Lueck, Alderson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

12. Recommendation from the Board of Park Commissioners to award Project 16-18, Extensive Fully Vegetated Sedum Tile Green Roof to Trees on the Move in the amount of \$248,696.15, with \$7,696.15 from Unassigned Reserves.

It was pointed out that the Recommendation from the Board of Park Commissioners was incorrect; this item was brought forward to Council only for approval because of the need to get started on the project right away.

Aldersperson Boyd asked if this was budgeted for; City Administrator Delo replied that it was. City Parks Director Marty Kosobucki explained the benefits of the green roof: energy savings, reduces storm water runoff, extends life beyond a traditional roof, and provides the ability to set an example for other sustainable projects in the City. He explained that after the initial startup, the roof maintenance should be low maintenance, with quarterly scheduled maintenance with 2-3 employees for about 4 hours each time. Discussion followed regarding the bid and the funding for the roof.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Aldersperson
SECONDER:	James Boyd, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

13. Recommendation from the Board of Park Commissioners to approve a Project Proposal for Dog Park exercise structures for the De Pere Dog Park by an Eagle Scout.

Parks Director Marty Kosobucki answered Council questions regarding the type of structures that are planned for the park. Discussion followed regarding ADA requirements.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	Lisa Rafferty, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

14. Recommendation from the Board of Park Commissioners to Accept Donation from Pool Works for the Swim-In Cinema Event.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	Michael Donovan, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

15. Amended Ordinance #16-05, Amending Chapter 8 De Pere Municipal Code regarding Possession of Weapons in City Buildings. (Second Reading)

The Council discussed the length of the blade allowed and the amendments mentioned in Attorney Judy Schmidt-Lehman's memo.

Aldersperson Rafferty moved, seconded by Aldersperson Carpenter to amend the ordinance to include recommendations #2 and #5 of City Attorney Judy Schmidt-Lehman's memo.

Discussion followed. Upon vote on the amendment, motion carried 6-2 with Alderspersons Raasch and Crevier voting nay. Aldersperson Crevier moved to amend recommendation #5 to define a pocket knife of less than 3 inches in length. The motion failed with lack of a second. Aldersperson Carpenter moved, seconded by Aldersperson Crevier to amend recommendation #5 to define a pocket knife of less than 4 inches in length. Discussion followed. Upon vote on the amendment, motion carried 5-3 with Alderspersons Lueck, Raasch and Boyd voting nay. Discussion followed. Police Chief Derek Beiderwieden was asked to come forward and he stated he is not in favor of allowing any knives to be carried into the City buildings identified in the ordinance.

Discussion followed. Upon roll call vote, motion failed 4-5 with Alderpersons Boyd, Jennings, Lueck, Raasch, and Mayor Walsh voting nay.

RESULT:	DEFEATED [4 TO 5]
MOVER:	Larry Lueck, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Dan Carpenter, Scott Crevier, Michael Donovan, Lisa Rafferty
NAYS:	James Boyd, Ryan Jennings, Larry Lueck, Dean Raasch (Mayor Walsh voted Nay to break the tie)

16. Resolution #16-59, Authorizing an Intergovernmental Agreement Between the City of De Pere and the City of Menasha Regarding Mutual Assistance for Environmental Services.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

17. Resolution #16-60, Authorizing Consultant Agreement between the City of De Pere and Multi Media Channels, LLC (Community Center Brochures and Postcards).

City Attorney Judy Schmidt-Lehman explained that this agreement is intended to cover the Community Center's annual mailing costs incurred to send out brochures and postcards each year.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

18. Appointment to Designated Offender Boards by Mayor Walsh.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

19. Update on Unassigned Parcel Research

City Attorney Judy Schmidt-Lehman presented the summary report from Robert E. Lee and Associates. She reviewed two maps of the unassigned parcel and who was determined to own the different pieces. Per the report, the City of De Pere owns 3/4 of the parcel and the Wisconsin DOT owns the remainder. She indicated that she will check with the Brown County Parks System in regards to the Fox River Trail and the railroad right-of-way and will provide an update at the next meeting. She believes that the green space in question belongs to the City of De Pere and is available for a monument. The Council allowed up to \$5000 to be spent on this research and \$1300 has been used. Discussion followed regarding the notifying the DOT of this information and whose responsibility it will be to maintain the seawall in this area.

20. Voucher Approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

21. Operator License Applications.

CITY OF DE PERE -June 7, 2016

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	VAN STRATEN, TANYA L.	319 MARSH ST	DE PERE	WI	541
New Operator License Applications for the 2016-2018 Licensing Period					
1	CAYEMBERG, ADAM W.	1275 KILLDEER LN	GREEN BAY	WI	543
2	CYR, MICHELLE E.	207 FORT HOWARD AV #3	DE PERE	WI	541
3	HOSKINS, EMILY A.	600 JAMES ST #205	DE PERE	WI	541
4	HURST, MICHAEL J.	205 S. OAKLAND AV #B	GREEN BAY	WI	543
5	JOHNSON, MEGAN A.	2030 CASS ST	LA CROSSE	WI	546
6	PLAUTZ, MATT S.	1841 12TH AV	GREEN BAY	WI	543
7	RADEY, JESSICA A.	3070 WEST POINT RD	GREEN BAY	WI	543
8	REVOLINSKI, BRANDON J.	1101 TERRY LN	DE PERE	WI	541
9	RYDER, MARISSA J.	1268 SCHEURING RD	DE PERE	WI	541
10	SCHNEIDER, RACHEL K.	2031 LEDGE HAVEN CT	DE PERE	WI	541
Renewal Operator License Applications for the 2016-2018 Licensing Period					
1	ADHIKARI, SHARADA	4024 E. BRAEBURN DR	APPLETON	WI	549
2	BERKEN, BEVERLY J.	2416 SKYLINE OAKS	DE PERE	WI	541
3	BIELSKI, MARIA L.	421 S. ONTARIO ST	DE PERE	WI	541
4	BORREMANS, DEBORAH G.	1565 APACHE AV	GREEN BAY	WI	543
5	BOS, RENEE M.	2067 BRIDGE PORT CT #11	DE PERE	WI	541
6	CHRISMAN, DIANNE E.	311 LEELAND ST #7	GREEN BAY	WI	543
7	DAMRO, DEBRA M.	848 LANGLADE AV	GREEN BAY	WI	543
8	DELANEY, NICHOLAS A.	1320 SCHEURING RD #8	DE PERE	WI	541
9	DUDLEY, SCOTT J.	1774 BOLAND RD	GREEN BAY	WI	543
10	DWYER-HUNNER, JEAN E.	1812 EDGAR ST	DE PERE	WI	541
11	FISSETTE, KATIE M.	431 N. ERIE ST	DE PERE	WI	541
12	GEYER, LORI J.	717 N. BAIRD ST	GREEN BAY	WI	541
13	GODFREY, NICOLE M.	1307 N. PLATTEN ST	GREEN BAY	WI	543
14	GOSSEN, TROY A.	2837 WOODHAVEN CT	DE PERE	WI	541
15	GUZAN, ALLYSON A.	1294 CROWN CT	DE PERE	WI	541
16	HEDDAOUI, MARY K.	1100 ST. CHARLES ST	GREEN BAY	WI	543
17	HOCKERS, DALE E.	1410 FORT HOWARD AV	DE PERE	WI	541
18	JACKSON, LORI M.	3176 LONGVIEW LN	SUAMICO	WI	541

Attachment: 6-7-2016 Common Council Minutes (4815 : Approval of the Minutes of the June 7, 2016 Common Council Meeting.)

19	JANSEN, ERIC J.	2710 S VAN BUREN	GREEN BAY	WI	543
20	KIRKEGAARD, CONNIE L.	7350 ELMS RD	STURGEON BAY	WI	542
21	KOZLOVSKY, JAMIELEE R.	4900 SPORTSMAN DR	DE PERE	WI	541
22	KUNTZ, KAYLA M.	841 13TH AV UPPER	GREEN BAY	WI	543
23	LAMBRECHT, TERESA M.	2514 TURNBURY RD	GREEN BAY	WI	543
24	LANDRY, BEVERLY A.	1626 RIDGEWAY DR	DE PERE	WI	541
25	LANGE, TRAVIS J.	1332 DOBLON ST	GREEN BAY	WI	543
26	LEWIS, LORI A.	969 KELLOGG ST	GREEN BAY	WI	543
27	LUECKE-VAN DYKE, LINDA S.	421 S. ONTARIO ST	DE PERE	WI	541
28	MALONE, STEPHANIE L.	304 MAIN AV #7	DE PERE	WI	541
29	MANTHE, KERRY L.	1908 BONFIRE WAY	DE PERE	WI	541
30	MARTIN, DEL D.	479 S. HURON RD	GREEN BAY	WI	543
31	MAUS, LAURA A.	432 LANDE ST	DE PERE	WI	541
32	MC NITT, BARBARA J.	1105 CROOKS ST	GREEN BAY	WI	543
33	MILLER, LORI E.	2106 CRARY ST	GREEN BAY	WI	543
34	MORRIS, NORA J.	615 BIRCH ST	DE PERE	WI	541
35	PAUDEL, DHARANI	5109 N. APPLEBEND DR	APPLETON	WI	549
36	PAUDEL, JEETA	5109 N. APPLEBEND DR	APPLETON	WI	549
37	PAUDEL, PRAKASH	5109 N. APPLEBEND DR	APPLETON	WI	549
38	PUTT, DESIRAE J.	2009 SCHEURING RD #2	DE PERE	WI	541
39	ROPSON, DIANA L.	1430 SILVERSTONE TR	DE PERE	WI	541
40	RUDOLPH, ADAM M.	3629 S. RIDGE RD	DE PERE	WI	541
41	SOULIS, MARCUS D.	1122 COUNTRYSIDE DR	DE PERE	WI	541
42	STROOBANTS, JULIE	1326 CHICAGO ST	GREEN BAY	WI	543
43	TAYLOR, SAMANTHA R.	2694 MEADOWCREST	GREEN BAY	WI	543
44	TESCH, KERRI J.	2337 INDY CT	DE PERE	WI	541
45	TOEBE, TERRY L.	2128 S. BROADWAY	GREEN BAY	WI	543
46	VAN DYKE, JACK M.	421 S. ONTARIO ST	DE PERE	WI	541
47	YAHN, SEAN C.	1476 NAVIGATOR WAY	DE PERE	WI	541
48	YATSO, RACHEL K.	1752 BURGOYNE CT #25	DE PERE	WI	541
49	ZWICKY, AMY J.	320 S. ERIE ST	DE PERE	WI	541

Aldersperson Raasch moved, seconded by Aldersperson Boyd to approve Previously Tabled Operator License Application #1. Upon vote, motion carried unanimously.

Aldersperson Raasch moved, seconded by Aldersperson Carpenter to approve Operator License Applications # 1-3, 5-6, and 8-10 and to table 4 and 7. Upon vote, motion carried unanimously.

Aldersperson Raasch moved, seconded by Aldersperson Boyd to approve Renewal Operator License Applications #1-45, 47 and 49 and to table #46 and 48. Upon vote, motion carried unanimously.

22. Future agenda items. None.

23. Adjournment. Alderperson Lueck moved, seconded by Alderperson Carpenter to adjourn the meeting at 8:49 p.m.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

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

MEETING DATE: June 21, 2016

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Confirmation of Appointment To Position of Assistant City Engineer

ATTACHMENTS:

- Confirmation of Appt. Letter (Kuffel) Asst. City Engineer (DOC)

Memo

City of De Pere

To: Members of the Common Council

From: Michael Walsh, Mayor

RE: Confirmation of Appointment To Position of Assistant City Engineer

Date: June 21, 2016

The Human Resources Department has completed the recruitment and selection process for the Assistant City Engineer position. Based on the interview panel's recommendation, I would like to appoint Chase Kuffel to the position of Assistant City Engineer, and I am asking for your confirmation.

Chase works for the City of Kenosha Department of Public Works as a Civil Engineer. In this position, Chase manages and inspects construction and resurfacing projects upwards of \$1,000,000. He reviews and manages permits submitted through Public Works and serves as traffic analyst for the Director of Engineering. Chase prepares estimates for budgeting purposes and makes recommendations to the Director of Engineering for Capital Improvement Plan (CIP) projects. He is responsible for applying intensive and diversified knowledge of engineering principles and practices in the planning, design construction and operation of a wide variety of engineering projects. In addition, he drafts responses to elected officials and citizens for various municipal requests. Chase received his Bachelor's Degree in Civil Engineering from the University of Wisconsin-Platteville.

Based on his background, we believe Chase will be a tremendous asset to the De Pere community, and we are excited to have him on our team.

If you have any questions regarding this confirmation, I would ask that you contact me in advance of the meeting. I can be reached at 339-4040.

Thank you.

cc: Lawrence Delo, City Administrator
Shannon Metzler, Human Resources Director

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: June 21, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on an application for a Temporary Premise Description Change for Union Hotel Corp.

ATTACHMENTS:

- Temporary Premise Description Change_Union Hotel (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 3 20 16 ;
ending July 3 20 16TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of Brown Aldermanic Dist. No. 1 (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): Union Hotel Corp.

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	Mary Boyd		De Pere 54115
Vice President/Member	Patrick Boyd		De Pere 54115
Secretary/Member	Mckim Boyd		De Pere 54115
Treasurer/Member	Mckim Boyd		De Pere 54115

Agent ▶

Directors/Managers

3. Trade Name ▶ Union Hotel Business Phone Number 920 336-6131
4. Address of Premises ▶ 200 N. Broadway Post Office & Zip Code ▶ 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 1939 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No

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

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
10. Legal description (omit if street address is given above): AS PER LIQUOR LICENSE + ADJACENT SIDEWALK ON JAMES STREET
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? Union Hotel
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 14 day of June, 20 16

Cathy E. Danner
(Clerk/Notary Public)

My commission expires 8-4-17

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>6-14-16</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: June 21, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on a Special Permit
Allowing Consumption of Alcohol Beverages on Public Ways.
Submitted by Union Hotel Corp. (d.b.a. the Union Hotel) For a
Private Event on Sunday, July 3, 2016.

ATTACHMENTS:

- 201606161620 (PDF)

Shana Ledvina

From: Lisa Boyd <bougieboyd@yahoo.com>
Sent: Thursday, June 16, 2016 2:27 PM
To: Shana Ledvina
Subject: Request

Dear License Committee,

My husband and I are writing to request permission to consume alcohol on public property at 200 N. Broadway. Our daughter is getting married at the Union Hotel on July 3rd. While most of the event that evening will take place inside the hotel, we will be having music/dance in the barn on that same property. Because we have no entrances that directly connects the hotel to the barn, we are requesting your permission to have alcohol on the sidewalk (James Street side) between our barn and the restaurant. This is a private event. Our business is closed to the public and there will be barricades up clearly indicating where alcohol is allowed and where it is not. This event is only to take place in the evening, 6:00 PM and after.

Thank you for your consideration,
Lisa and McKim Boyd

Sent from my iPad

Please complete the following information and return to the Department of Public Works, 925 S. Sixth St. Once the information is received, the permit will be reviewed. If approved, you will be sent a copy of the permit.

Union Hotel / McKim Boyd

Applicant's Name

Date

200 N Broadway

Phone

Address

De Pere, WI 54115

City/State

Location of closure: Union Hotel, James St from Broadway to

Reason for closure: private wedding event) end of barn (north side of fountain.

On the following date/s: July 3 - _____

Between the hours of: 4 pm and 11 pm or ☐ for 24 hours a day.

Applicant's signature

Applicant's Company and Title - please print

Once signed by the Department of Public Works, you are hereby granted a sidewalk closure at the above-mentioned location. Permission is subject to the following provisions:

1. The sidewalk closure takes place on the following date/s 7/3/16 - _____ and between the hours of 4 pm and 11 pm or ☐ for 24 hours a day.
2. You notify the De Pere Police @ 920-339-4078 and Fire Department 920-339-4085 when the work begins and ends.
3. You notify all adjacent property owners affected by the closure.
4. You comply with the City's noise ordinance requirements [(Ch. 146) online at www.de-pere.org] which prohibit utility work exceeding noise limits between 10:00 pm and 7:00 a.m.
5. The sidewalk and street will be cleared of all debris resulting from your project.
6. The City is held harmless from any claims arising from injuries or damages caused by the permitted work.
7. Sidewalk closure to be set up in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) to mark the closure. Need to set up barricades

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen 6/16/16

☒ Approved

☐ Denied

Scott Thoresen, P.E.
Director of Public Works

cc: emailed to: PW Director, Street Superintendent, Fire Chief and Police Chief
& Applicant

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

MEETING DATE: June 21, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on an Application for a Class "B" Beer and "Class B" Liquor License for Next Level Entertainment LLC (DBA Rock Lobster Pub), 413 Main Av. Submitted by Next Level Entertainment LLC, Agent: Steve Peterson, 344 McDonald St., Oconto, WI.

ATTACHMENTS:

- Rock Lobster Pub_6-21-16 (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1, 2016 20 16 ;
ending June 30 20 17 ;TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Peterson, Steve L Next Level Entertainment LLC

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

President/Member President Title Steve Peterson Name 344 McDonald St Home Address 54153 Post Office & Zip Code

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent Steve Peterson

Directors/Managers _____

3. Trade Name Rock Lobster Pub Business Phone Number 920 604 4653

4. Address of Premises 413 Main Ave Post Office & Zip Code 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☐ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state Wisconsin and date May 12 2016 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.) Store in building / back bar / storage areas

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? Mixer's Lounge

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

13. Does the applicant understand 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 signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 19th day of May, 20 16

Cathy E. Daner
(Clerk/Notary Public)

My commission expires 8-4-17

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5-19-16</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

rept
112701

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 21, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on Renewal Applications for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, Class "B" Fermented Malt Beverage Licenses, Class "C" Wine Licenses, "Class B" Intoxicating Liquor Licenses, and Reserve "Class B" Intoxicating Liquor Licenses for the licensing period for July 1, 2016 to June 30, 2017.

ATTACHMENTS:

- Liquor License Renewal List_6-21-16 (PDF)
- Class A Beer Renewals_6-21-16 (PDF)
- Class A Beer-Class A Liquor Renewal_6-21-16 (PDF)
- Class B Beer Renewals_6-21-16 (PDF)
- Class B Beer-Class C Wine Renewal_6-21-16 (PDF)
- Class B Beer-Class B Liquor Renewals_6-21-16 (PDF)
- Class B Beer-Reserve Class B Liquor Renewals_6-21-16 (PDF)
- Previously Tabled Class B Beer-Class B Liquor Renewals_6-21-16 (PDF)

JUNE 21, 2016 LICENSE COMMITTEE MEETING

Renewal Applications for Class “A” Fermented Malt Beverage Licenses, “Class A” Intoxicating Liquor Licenses, Class “B” Fermented Malt Beverage Licenses, “Class C” Wine Licenses, “Class B” Intoxicating Liquor Licenses, and Reserve “Class B” Intoxicating Liquor Licenses for the licensing period of July 1, 2016 to June 30, 2017.

CLASS “A” BEER

- 1) Dolgencorp, LLC (DBA Dollar General Store 10542), 805 Main Av. Submitted by Dolgencorp, LLC, Agent: Deb Jopek, 409 Towne Lake Ci, Grand Chute, WI.
- 2) Walgreen Co. (DBA Walgreens #10235), 901 Main Av. Submitted by Walgreen Co., Agent: Debra Finendale, 3174 Carnoustie Way, New Franken, WI.

CLASS “A” BEER & “CLASS A” LIQUOR

- 1) Walgreen Co. (DBA Walgreens #15637), 150 S. Wisconsin St. Submitted by Walgreen Co., Agent: John Gilkey, 1819 Bailey’s Harbor Rd., Greenville, WI.

CLASS “B” BEER

- 1) Radue Cinemas Inc (DBA De Pere Cinema), 417 George St. Submitted by Radue Cinemas Inc, Agent: Vicki Radue, 2084 Terry Ln., De Pere, WI.
- 2) Infidelity Deli LLC (DBA Infidelity Deli), 124 N. Broadway Suite BB. Submitted by Infidelity Deli LLC, Agent: Sean Haessly, 718 S. John St #3, Kimberly, WI.

CLASS “B” BEER & CLASS “C” WINE

- 1) PH Hospitality Group LLC (DBA Pizza Hut), 400 Reid St Unit M. Submitted by PH Hospitality Group LLC, Agent: Jeff Adamick, 3052 Saybrook Ci, Green Bay, WI.

CLASS “B” BEER & “CLASS B” LIQUOR

- 1) H.C. Gemini, Inc. (DBA The Abbey), 303 Reid St. Submitted by H.C. Gemini, Inc., Agent: Kerry Counard, 332 Grandeur Oaks, De Pere, WI.
- 2) El Presidente Mexican Restaurant LLC (DBA El Presidente Mexican Bar & Grill), 500 Main Av Suite B. Submitted by El Presidente Mexican Restaurant LLC, Agent: Amber Barajas Farias, 1345 Franco Ct., De Pere, WI.

- 3) Pasquales International Café LLC (DBA Pasquales International Café), 305 Main Av. Submitted by Pasquales International Café LLC, Agent: John Michael Jerry, 921 S. Madison St., Green Bay, WI.

CLASS "B" BEER/RESERVE "CLASS B" LIQUOR

- 1) Birder Studio of Performing Arts, Inc (DBA Broadway Theatre), 123 S. Broadway. Submitted by Birder Studio of Performing Arts, Inc, Agent: Paul Bakken, 2781 Berken Ct., Green Bay, WI.
- 2) Shannons Haystack LLC (DBA Chatterhouse 2016), 614 George St. Submitted by Shannons Haystack LLC, Agent: Kevin Charles, 1049 Pagels Pl., De Pere, WI.

PREVIOUSLY TABLED CLASS "B" BEER/"CLASS B" LIQUOR

- 1) Dan Cer Inc. (DBA Bilotti's Pizza Garden), 111-113 N. Broadway. Submitted by Dan Cer Inc., Agent: Marc N. Bilotti, 636 N. Adams St., De Pere, WI.
- 2) GSO LLC (DBA Julie's Café/Brickhouse), 500 Grant St. Submitted by GSO LLC, Agent: Troy M. Metzler, 2420 Watson Ci., De Pere, WI.

CLASS "A" BEER RENEWALS

FOR THE

2016-2017 LICENSING PERIOD

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07 01 2016 ending: 06 30 2017
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City of }County of Brown Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization**Complete A or B. All must complete C.**

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name)

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Dolgencorp, LLCAddress of Corporation/Limited Liability Company (if different from licensed premises) 100 Mission Ridge 37072

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title Name (Inc. Middle Name) Home Address Post Office & Zip Code

President/Member Larry Gatta see attachedVice President/Member James W. Thorpe see attached

Secretary/Member _____

Treasurer/Member _____

Agent Deb Jopek, 4009 TOWNE LAKE CR #9311, GRAND CHUTE, WI 54913

Directors/Managers _____

C.1. Trade Name Dollar General Store 10542Business Phone Number 920-336-14732. Address of Premises 805 Main StreetPost Office & Zip Code De Pere 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. 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.) 10223 SQ Single Shopping Center

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted** of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ Nob. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. ☐ Yes ☒ No8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☒ Yes ☐ No9. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown under Section A or B above? [phone (608) 266-2776] ☒ Yes ☐ No10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)**SUBSCRIBED AND SWORN TO BEFORE ME**this 12 day of AprilCarisa Murrell
(Clerk/Notary Public)My commission expires July 8, 2019

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

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

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

TO BE COMPLETED BY CLERK

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

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2016 ending: 06/30/2017
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City of }County of Brown Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name)

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company ▶ Walgreen Co.Address of Corporation/Limited Liability Company (if different from licensed premises) ▶ PO Box 901, Deerfield, IL 60015

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title Name (Inc. Middle Name) Home Address Post Office & Zip Code

President/Member _____

Vice President/Member _____

Secretary/Member Amelia Legutki 130 Homewood Ave. Libertyville, IL 60048

Treasurer/Member _____

Agent ▶ Debra Finedale, Store Manager

Directors/Managers _____

C. 1. Trade Name ▶ Walgreens #10235Business Phone Number 920-983-61532. Address of Premises ▶ 901 Main StreetPost Office & Zip Code ▶ De Pere, WI 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. 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.) drug store with sundries in a one-story building of5. Legal description (omit if street address is given above): 14,820 sq ft6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. ☐ Yes ☒ No8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☒ Yes ☐ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of limited liability companies must sign.)**SUBSCRIBED AND SWORN TO BEFORE ME**this _____ day of June, 20 16

(Clerk/Notary Public)

My commission expires _____

Amelia Legutki
Assistant Secretary

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date license granted
License number issued <u>6-7-16</u>	Date license issued	Signature of Clerk / Deputy Clerk

**CLASS "A" BEER/"CLASS A" LIQUOR
RENEWALS FOR THE
2016-2017 LICENSING PERIOD**

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2016 ending: 06/30/2017
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City of }County of Brown Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name)

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Walgreen Co.Address of Corporation/Limited Liability Company (if different from licensed premises) PO Box 901, Deerfield, IL 60015

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title Name (Inc. Middle Name)

Home Address

Post Office & Zip Code

President/Member _____

Vice President/Member _____

Secretary/Member Amelia Legutki

130 Homewood Ave.

Libertyville, IL 60048

Treasurer/Member _____

Agent John Gilkey, Asst. Store Manager

Directors/Managers _____

C. 1. Trade Name Walgreens #15637Business Phone Number 920-278-32412. Address of Premises 105 Wisconsin StreetPost Office & Zip Code De Pere, WI 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. 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.) drug store with sundries in a one-story building of5. Legal description (omit if street address is given above): 18,300 sq ft6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted** of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ Nob. Are **charges** for any offenses presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. ☐ Yes ☒ No8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☒ Yes ☐ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? (phone (608) 266-2776) ☒ Yes ☐ No10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)**SUBSCRIBED AND SWORN TO BEFORE ME**day of June, 20 16

(Clerk/Notary Public)

commission expires _____

Amelia Legutki
Assistant Secretary

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

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

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

BE COMPLETED BY CLERK

Date received and filed with municipal clerk

Date reported to council/board

Date license granted

License number issued

Date license issued

Signature of Clerk / Deputy Clerk

NOTARY PUBLIC
My Commission Expires 08/12/2019
OFFICIAL SEAL
JULIE LYLES
CLERK OF COURT
STATE OF WISCONSIN

CLASS "B" BEER RENEWALS

FOR THE

2016-2017 LICENSING PERIOD

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1 20 16 ;
ending June 30 20 17 ;TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City of }County of Brown Aldermanic Dist. No. _____ (if required by ordinance)

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

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

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

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Michael D Radue</u>	<u>2771 Manitowish Rd</u>	<u>Green Bay WI 54311</u>
Vice President/Member			
Secretary/Member	<u>Wicki Radue</u>	<u>"</u>	
Treasurer/Member	<u>Wicki Radue</u>	<u>"</u>	
Agent			

Directors/Managers

3. Trade Name
- De Pere Cinema
- Business Phone Number
- 920-371-1585
-
4. Address of Premises
- 417 George St
- Post Office & Zip Code
- De Pere 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 12/21/15 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.)
- Theater Auditorium, Concession area, Kitchen

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

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?
- Get Beer Inc

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

13. Does the applicant understand 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 signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 3rd day of June, 20 16Carey E. Damer
(Clerk/Notary Public)My commission expires 8-4-17Wicki Radue
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>6-3-16</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 6/30/2016 ending: 6/30/2017
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De PereCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name)

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Infidelity Deli, LLC

Address of Corporation/Limited Liability Company (if different from licensed premises) _____

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>CO-owner Adam Rodolph</u>	<u>3629 S Edge Rd</u>	<u>54115</u>
Vice President/Member	<u>CO-owner Sean Haessly</u>	<u>718 S John St Apt #13</u>	<u>54136</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Sean Haessly</u>		
Directors/Managers			

C. 1. Trade Name Infidelity Deli Business Phone Number (920) 682-22732. Address of Premises 124 W Broadway suite BB De Pere WI Post Office & Zip Code 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. 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.) Lee Building Suite BB 1000 sq ft with 232 sq ft kitchen

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete reverse side** ☐ Yes ☒ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on reverse side** ☐ Yes ☒ No7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain.** ☐ Yes ☒ No8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☐ Yes ☐ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 27th day of April, 20 16Cathy Danen
(Clerk/Notary Public)My commission expires 8-4-17Sean Haessly
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)Adam Rodolph
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-27-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

**CLASS "B" BEER/CLASS "C" WINE
RENEWALS FOR THE
2016-2017 LICENSING PERIOD**

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: JULY 1 2016 ending: JUNE 30 2017
(MM DD YYYY) (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 ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name)

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company

Address of Corporation/Limited Liability Company (if different from licensed premises)

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title Name (Inc. Middle Name)

Home Address

Post Office & Zip Code

President/Member MARK DILLON 34737 ELAIST WAUKESHA 53088

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent JEFF ADAMICK

Directors/Managers MARK DILLON

C. 1. Trade Name PIZZA HUT Business Phone Number 920-336-1648

2. Address of Premises 400 REID ST UNIT M Post Office & Zip Code DE PERE 54115

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

4. 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.) FREESTANDING BUILDING: BEER KEPT IN COOLER

5. Legal description (omit if street address is given above): WALK IN COOLER SADDEN DINING ROOM

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ No

b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☒ Yes ☐ No

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

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 14th day of September, 2016

Mark Dillon
(Clerk/Notary Public)

My commission expires 4/24/2016

PH HOSPITALITY GROUP LLC
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)

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

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

TO BE COMPLETED BY CLERK

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

**CLASS "B" BEER/"CLASS B" LIQUOR
RENEWALS FOR THE
2016-2017 LICENSING PERIOD**

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7.1.2016 ending: 6.30.2017
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } DEPEDE
☒ City of }
County of BROWN Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name)

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company HC GEMINI, INC
Address of Corporation/Limited Liability Company (if different from licensed premises) 303 REID ST. DEPEDE, WI 54115
All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>KERRY JOHN COUNARD</u>	<u>332 GRANDEUR OAKS CT. DEPEDE, WI 54115</u>	
Vice President/Member	<u>STEVE LARRY HARRISON</u>	<u>1240 FOLKSTONE DR. GREEN BAY, WI 54304</u>	
Secretary/Member			
Treasurer/Member	<u>BRET VANASTEN</u>	<u>611 Winding Waters Way De Pere WI 54115</u>	
Agent	<u>KERRY COUNARD</u>		
Directors/Managers			

C. 1. Trade Name THE ABBEY 54115 Business Phone Number 920.336.7242
2. Address of Premises 303 REID STREET DEPEDE, WI Post Office & Zip Code 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. 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.) RESTAURANT, BAR, BANQUET, PATIO, BALCONY

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. ☐ Yes ☒ No8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☒ Yes ☐ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 13th day of May, 20 16Carey D. Dineen
(Clerk/Notary Public)My commission expires 8-4-17

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-12-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

p& rpt #
111527

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07-01-2016 ending: 06-30-2017
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name)

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company El Presidente Mexican Restaurant, LLC

Address of Corporation/Limited Liability Company (if different from licensed premises) _____

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title

Name (Inc. Middle Name)

Home Address

Post Office & Zip Code

President/Member _____

Vice President/Member Amber Barajas Farías 1345 Franco St. De Pere, WI 54115

Secretary/Member _____

Treasurer/Member _____

Agent Amber Barajas Farías 1345 Franco St. De Pere, WI 54115

Directors/Managers _____

C. 1. Trade Name El Presidente Mexican Bar & Grill Business Phone Number (920) 403-79332. Address of Premises 500 Main Ave Suite B Post Office & Zip Code De Pere, WI 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. 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.) Restaurant dining room, bar, cooler, office storage & outbuilding

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete reverse side** ☐ Yes ☒ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on reverse side** ☐ Yes ☒ No7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain.** change of agent submitted on 01/19/16 ☒ Yes ☐ No8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☒ Yes ☐ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 29th day of April, 20 16_____
(Clerk/Notary Public)My commission expires 8-4-17_____
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)_____
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)_____
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)**TO BE COMPLETED BY CLERK**

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

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: July 1st, 2016 ending: June 30th, 2017
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De PereCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☒ Individual ☐ Partnership ☐ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name)

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Pasquales International Cafe LLC
Address of Corporation/Limited Liability Company (if different from licensed premises) 305 Main Ave De Pere WI 54115
All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title

Name (Inc. Middle Name)

Home Address

Post Office & Zip Code

President/Member _____

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent John Michael Terry, Personal Representative Estate of William A. Lemke

Directors/Managers _____

C. 1. Trade Name Pasquales International Cafe Business Phone Number _____2. Address of Premises 305 Main Ave Post Office & Zip Code De Pere 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. 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.) First floor, basement, patio area

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ Nob. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. William A. Lemke deceased; estate operating LLC ☒ Yes ☐ No8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☒ Yes ☐ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776] _____10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 6th day of June, 2016Barbara J. Perrus
(Clerk/Notary Public)My commission expires 1-22-2017John Michael Terry
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)William A. Lemke
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)

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

TO BE COMPLETED BY CLERK

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

**CLASS "B" BEER/RESERVE "CLASS B" LIQUOR
RENEWALS FOR THE
2016-2017 LICENSING PERIOD**

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 01 01 2016 ending: 06 30 2017
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of DePereCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization**Complete A or B. All must complete C.****A. Individual or Partnership:**

Full Name(s) (Last, First and Middle Name)

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Birder Studio of Performing Arts
Address of Corporation/Limited Liability Company (if different from licensed premises) 307 Reid St, DePere, WI 54115
All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title

Name (Inc. Middle Name)

Home Address

Post Office & Zip Code

President/Member MS Alicia Bakken2781 Berken CtGreen Bay 54304

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent Mr. Paul Bakken2781 Berken CtGreen Bay 54304

Directors/Managers _____

C. 1. Trade Name Broadway Theatre Business Phone Number 920-339-9999
2. Address of Premises 123 S. Broadway Post Office & Zip Code DePere, WI 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☐ Yes ☐ No4. 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.) Utility Room & Main Hall

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete reverse side** ☐ Yes ☒ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on reverse side** ☐ Yes ☒ No7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain.** ☐ Yes ☒ No8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. has not begun selling yet ☐ Yes ☒ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)**SUBSCRIBED AND SWORN TO BEFORE ME**this 14th day of June, 20 16Carey Jones
(Notary Public)My commission expires 8-4-17Alain Boudier
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)Alain Boudier
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>6-14-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: July 1 2016 ending: June 30 2017
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☐ City of }County of Brown Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address
Shannon's Haystack LLC

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company

Address of Corporation/Limited Liability Company (if different from licensed premises)

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title Name (Inc. Middle Name) Home Address Post Office & Zip Code

President/Member Kevin Charles 1049 Payson Pl 54115

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent Kevin Charles

Directors/Managers _____

C. 1. Trade Name Chatterhouse 2016 Business Phone Number (920) 265-22232. Address of Premises 614 George St Post Office & Zip Code 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. 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.) Building

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. ☐ Yes ☒ No8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☐ Yes ☒ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 14th day of June, 20 16Carey Dimer
(Clerk/Notary Public)My commission expires 6-4-17

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>6-14-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

PREVIOUSLY TABLED

CLASS "B" BEER/"CLASS B" LIQUOR RENEWALS

FOR THE 2016-2017 LICENSING PERIOD

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: July 1, 2016 ending: June 30, 2017
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City of }
County of Brown Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization**Complete A or B. All must complete C.**

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name)

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company DAN CER INC.Address of Corporation/Limited Liability Company (if different from licensed premises) DE PERE, WI 54455

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>MARC N. Bilotti</u>	<u>636 N. Adams</u>	<u>DE PERE, WI 54455</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member	<u>CHARLEEN L. Bilotti</u>	<u>" "</u>	<u>" "</u>
Agent	<u>MARC N. Bilotti</u>	<u>" "</u>	<u>" "</u>
Directors/Managers			

- C. 1. Trade Name Bilotti's Pizzeria Garden Business Phone Number 336-1811
2. Address of Premises 111-43 N. Broadway Post Office & Zip Code DE PERE, WI 54455
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☐ Yes ☒ No
4. 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.) 2 story kitchen - 3 Dining Room Restaurant
5. Legal description (omit if street address is given above): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete reverse side** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on reverse side** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain.** ☐ Yes ☒ No
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☒ Yes ☐ No
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 13th day of May, 20 16
Carol E. Danen
(Clerk/Notary Public)
My commission expires 8-4-17

Marc N. Bilotti
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)
Charleen L. Bilotti
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)
(Additional Partner(s)/Member/Manager of Limited Liability Company if any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5-13-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7/1/16 ending: 6/30/17
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De PereCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name)

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company GSO LLC

Address of Corporation/Limited Liability Company (if different from licensed premises) _____

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

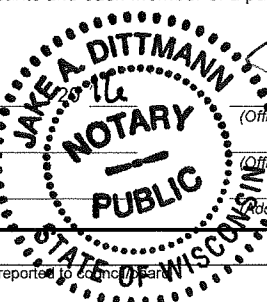
Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>Troy M. Metzler</u>	<u>2420 Watson Cir</u>	<u>De Pere, WI 54115</u>
Vice President/Member	<u>Stephen J. Metzler</u>	<u>420 Hartung St.</u>	<u>Green Bay 54302</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Troy M. Metzler</u>	<u>2420 Watson Cir</u>	<u>De Pere, WI 54115</u>
Directors/Managers			

C. 1. Trade Name Julie's Cafe/Brickhouse Business Phone Number (920) 338-23372. Address of Premises 500 Grant St. Post Office & Zip Code De Pere 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. 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.) Julie's Cafe, Brickhouse & Banquet Room

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete reverse side** ☒ Yes ☐ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on reverse side** ☐ Yes ☒ No7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain.** ☐ Yes ☒ No8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☒ Yes ☐ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 4th day of May
Jake A. Dittmann
(Clerk/Notary Public)My commission expires 5/22/2016

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5-4-16</u>	Date reported to and received by <u>5-4-16</u>	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 21, 2016

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Recommendation from the Finance & Personnel Committee to purchase a new fire engine (rescue pumper).

ATTACHMENTS:

- FIRE ENGINE REQUEST (PDF)

Memo



To: Honorable Mayor Michael Walsh
Members of the Finance & Personnel Committee

From: Dennis L. Rubin, Fire Chief *DL Rubin*

Date: June 14, 2016

Re: Request to purchase a new Fire Engine (Rescue Pumper)

The Fire Rescue Department would like to respectfully request permission to purchase a new fire engine to respond to a wide variety of emergency calls for assistance from our citizens and visitors. The Department needs this new vehicle to replace the 1997 (19-years old) Pierce Saber Fire Engine. This vehicle was placed out of service permanently due to an unexpected frame rail failure, which was identified in March 2016. Our remaining two fire engines are a 2001 (15-years old) Pierce Saber Fire Engine. This vehicle has been identified as possessing the same frame rail failure issue as mentioned above. The manufacturer has indicated that major repairs will be required within the next two years to prevent a complete frame failure. This repair work is being planned for when the next fire engine arrives in early to mid-2017 (see Attachment A - Apparatus Report for more details). The third fire engine that the Department operates is a 1995 (21-years old) Pierce Saber Fire Engine. So, in the final analysis, a new replacement fire engine is mission critical to be able to continue to provide great public safety services as the 1997 Pierce has been retired from the fire rescue fleet. The Department's comprehensive fleet management status is included for review, see Attachment B.

Based on the unexpected frame rail failure, fire apparatus suppliers refused De Pere's 1997 Pierce as a trade-in vehicle. It was suggested to auction this unserviceable/unusable fire truck to the highest bidder for parts. As for the disposition of the 1997 Pierce, the Department has received permission from the City Administrator to sell this vehicle through the MSC Fleet Maintenance Division in "as is" condition using an internet sales site. Mr. Al Luberta has agreed to head up this internet sales project. All usable parts and equipment have been removed and repurposed or stored for later use. For homeland security and organizational image purposes, all De Pere markings and insignias will soon be removed making this vehicle ready for sale.

Attachment: FIRE ENGINE REQUEST (4846 : Recommendation from the Finance & Personnel Committee to purchase a new fire engine (rescue

The replacement vehicle that the Fire Rescue Department is requesting approval to purchase is a 2017 Pierce “Impel” fire engine. This is a fuel efficient, highly reliable emergency response fire truck that is currently in successful operation by hundreds of fire rescue departments across North America. Our recommended fire engine meets all national and state industry minimum standards (i.e., NFPA Standard 1901 and the like). Most importantly, this requested purchase meets the needs of the City of De Pere now and for many years into the future. Further, this new vehicle will be equipped with a current standard “clean air diesel” internal combustion engine. This power plant will release fewer carbon pollutants into the atmosphere, thereby allowing the City of De Pere to be a more responsible community steward by protecting our environment. Once this vehicle is approved by the Common Council for purchase, the delivery cycle time is projected at 320 days (ten months and two weeks). The emergency equipment transfer and installation from the retired vehicle will take two (2) additional weeks of time to complete before placing this new unit into service.

After considerable discussion and debate, the Specification Team chose the Impel Fire Engine built by Pierce Fire Apparatus & Equipment Company of Appleton, Wisconsin. This vehicle best meets the City of De Pere’s needs at the lowest cost achievable. The Specification Team conducted an exhaustive review of all proposed vehicles (see cost and use comparison chart Attachment C) to make a sound decision that was endorsed by the City Administrator and the Fire Leadership Team. Although **the requested purchase price is over target budget by \$27,613.10**, the decision points are many and all important in the Department’s view, to make this slightly higher funding request. The reasons that this is the fire engine being recommended to the Finance & Personnel Committee are as follows:

1. Selected bidder offers a 50 year warranty on the chassis by using a 13 3/8” steel frame rail system. Based on De Pere’s experience with fire truck frame rail failures and the desire to keep this vehicle at least 20 years, this was a significant point of consideration.
2. Selected bidder offers the best cash payment discount at \$27,950.
3. Selected bidder offered the two lowest priced vehicles with the selected one having the best frame rail – chassis system which will meet our longevity needs.
4. The selected model, Pierce Impel, will provide for ease of repairs and on-going maintenance, and matching our existing MSC parts inventory.
5. The selected model is familiar to the fire mechanics and MSC service technician.
6. The selected model factory is in near proximity (about 25 miles) to De Pere, when manufacturer repairs or service is needed.

The total fixed price of this vehicle is \$653,800, which does include all of the necessary “loose equipment” to place this vehicle into operation. In order to receive the best competitive price and ensure the most appropriate use of taxpayer funds, the Department requested competitive bids from regional fire engine vendors/suppliers. Three different qualified companies provided the Department with sealed bids as described in the request for proposal (RFP). On Friday, April 29, 2016 at 3:00 p.m. the bids were

opened at the East Side Fire Station. Attachment D is the base bid tabulation sheet that was compiled at this bid opening.

The Department was granted \$600,000 for a replacement fire engine in the 2016 Budget. The referenced funds are listed in the City of De Pere 2016 Annual Adopted Budget, in the Capital Projects Fund section; Line Item 415-50000-807. The expected value of the trade-in of approximately \$50,000 will not be realized or available based on the frame rail failure of the retired engine. Further, if the City of De Pere agrees to pay 100% of the sales price at the time of ordering this vehicle, a \$27,950 discount is available. If the Common Council agrees to make full payment at time of order, the Department is requesting a total of **\$627,613.10** be approved for this purchase ($\$653,800 + 1,763.10^1 - \$27,950 = \$627,613.10$).

Thank you for your consideration of this request. We respectfully urge the Finance and Personnel Committee to approve our request to purchase a 2017 Pierce Impel Fire Engine for a delivered total price of **\$627,613.10** (without a trade-in vehicle). Further, we ask the Committee to forward this recommendation for final approval by the City of De Pere Common Council. To complete this purchase, the Fire Rescue Department is requesting an additional appropriation of **\$27,613.10** be approved by City Council from the 2016 Capital Projects Fund and be added to this line item account.

¹ The Department recommends obtaining a performance bond at the cost of \$1,763.10 to protect the City's investment.

Attachment A

De Pere Fire Rescue Department

Fire Apparatus Report & Status

March 3, 2016

During a routine undercarriage inspection, cracks were discovered in the frame rails of the 1997 Pierce Pumper. Pierce Fire Apparatus Manufacturing Company provided the vehicle inspections and details about the condition of our fire fleet. The opinions expressed by Pierce matched the findings of our internal MSC workforce. Further, significant degradation was noted to the chassis (frame rails) on the 2001 Pierce Pumper. Our MSC vehicle maintenance supervisory personnel (Al & Tom) requested repair estimates from several reputable companies to obtain a general idea of repair costs and length of service analysis. Based on the results of the feedback that the fire apparatus repair companies provided, coupled with a discussion with the City Administrator and MSC Supervisory staff, the following steps are the path forward for the fire department fleet:

1. The 1997 Pierce Engine has been Red Lined – which means placed out of service permanently. The cost and time required for repairs exceeds a reasonable return on investment for the City.
 - a. All loose equipment has been or is in the process of being removed from this unit, for use on a replacement engine that will be purchased at a later time. All equipment items have or will be inventoried, photographed, shrink wrapped and placed in “cold” storage at the MSC until further notice.
 - b. “Old Engine 111” which is the 1997 Pierce Engine will be sold for scrap by the MSC in accordance the City’s policy for surplus equipment disposal.
2. The 2001 Pierce Engine will continue in service as Engine 111 (it has been moved to the East Side) until further notice. This vehicle is in need of significant repairs based on the same mechanical evaluation; however, the window for these repairs will be 12 to 24 months before this vehicle is in jeopardy of frame rail failure.
 - a. The in-hand cost estimate to repair this vehicle is \$80,000. The needed work requires frame repairs and other needed restoration work to extend the life of this unit an additional five years. Once we are ready to start this work, the price may have changed.
 - b. The funds to repair this vehicle to ensure safe and reliable operation will be requested in the next standard budget cycle during in the FY 2017 preparation.
 - c. If funding is appropriated, the 2001 Pierce Engine will be sent out for this major overhaul work, which is estimated at 12 months to complete.
 - d. To ensure the safety and reliability of this vehicle, it will be inspected every 12 months until the major overhaul and needed repairs are completed, by the Pierce Fire Apparatus Company.

3. The 1995 Pierce Engine has been placed in service as Engine 121 (West Side station) until further notice.
 - a. The estimated time frame for this action (reserve to front line) is expected to be between 2 to 3 years (new engine arrival and complete the repairs to the 2001 engine).
 - b. At that point, this vehicle will return to service as the reserve engine at the West Side Fire House.
4. Thanks to the Fire Apparatus Specification Committee, the expectation is that a new engine will go out to bid sometime within the next two weeks.
 - a. If the bid(s) are within budget, the Engine will be ordered once approved by City Council.
 - b. The anticipation for delivery of the new engine, without any unforeseen issues or problems, should arrive somewhere between 14 to 18 months.
 - c. This engine is being programed to become the replacement Engine 111 (East side) to include the hydraulic tool "jaws of life" system.
 - d. Once this vehicle arrives and accepted by the Department, the 2001 Pierce will go out for the major overhaul repairs.
5. Once all of the needed repairs and purchase is completed, we will evaluate the status of the fleet at that point and make any other adjustments that are needed at that point. This plan will take between 3 to 5 years to complete, so trying to look beyond that time frame at this point would be futile.
6. When we have a need for a replacement engine the following process will be considered:
 - a. Short term need (which is represented by 2 weeks or less), we will attempt to request a loaner from a neighboring department.
 - b. Mid-term need (exceeds a 2 week window of time), we will attempt to lease (rent) a fire engine from a used fire truck manufacturer.
7. As a reminder, with the current vehicle status, all members are asked to be as cautious as possible by controlling vehicle speed and stopping at all negative right-a-way intersections.

Thanks to the MSC Staff and our C Shift members for determining the need for repairs for these issues. This situation will require all of us to work together to successfully resolve these problems and to serve our citizens and visitors.

Thank you!

Attachment B

FIRE RESCUE DEPARTMENT FLEET MANAGEMENT STATUS

MAY 10, 2016

Vehicle Description	Model Year	Mileage	Engine Hours	Pump Hours	Location	Functional Ability
Engine 111	1997 Pierce Saber (19-years old) Out of Service Permanently	56,051 miles	5,769	1,018	East Side	Frame Failure
Engine 121	2001 Pierce Saber (15-years old)	78,496 miles	6,782	2,096	East Side	Fire Engine – Water, Pump, Hose, Ladders, Compressed Air, Foam, Rescue Tools “Jaws”
Engine 122	1995 Pierce Saber (21-years old)	44,068 miles	4,338	1,122	West Side	Fire Engine – Water, Pump, Hose, Ladders
Ladder 111	1993 Pierce Arrow (23-years old)	35,812 miles	4,120	---	East Side	Aerial Ladder – 100-Foot Platform, Ladders
Ambulance 111	2009 Ford/Horton (7-years old)	90,122 miles	6,421	---	East Side	Ambulance – Advanced Life Support, Transport
Ambulance 112	2007 Ford Medtec (9-years old)	78,421 miles	6,286	---	East Side	Ambulance – Basic Life Support, Transport
Ambulance 121	2014 Chevrolet/Horton (2-year old)	31,427 miles	2,152	---	West Side	Ambulance – Advanced Life Support, Transport
Chief 101	2016 Ford Explorer	971 miles	---	---	East Side	Command Vehicle
Chief 102	2007 Dodge Ram (9-years old)	50,687 miles	---	---	East Side	Command Vehicle - Rescue Tools “Jaws”
Utility 111	2006 Chevrolet 2500 (11-years old)	52,664 miles	---	---	East Side	Command Vehicle

Attachment C

**De Pere Fire Rescue
Fire Engine Cost Comparison Chart**

	Vendor 1	Vendor 2	Vendor 3	Best value to DPFR
	FWD Seagrave	Mac's Fire & Safety	Fire Apparatus & Equipment	
Location	Clintonville, WI	Litchfield, IL	Appleton, WI	
Chassis	Seagrave "Marauder II"	KME "Predator SS"	Pierce "Impel" or "Enforcer"	
Cab Construction	Stainless Steel	Stainless Steel	Aluminum	Stainless Steel
Body Construction	Stainless Steel	Stainless Steel	Stainless Steel	Stainless Steel
Cost of proposed apparatus	\$699,280.00	\$668,500.00	Impel - \$653,800.00 Enforcer - \$626,800.00	
Early Payment discount	With 100% pre-payment, \$4,368 can be deducted from the total	With 100% pre-payment, \$21,000 can be deducted from the total	With 100% pre-payment, \$27,950 can be deducted from the total	If applicable
WARRANTIES				
Cab	15 years/100,000 miles	10 years	10 years/100,000 miles	15 years
Body	15 years/100,000 miles	10 years	10 years/100,000 miles	15 years
Paint	6 year pro-rated	10 years	10 years pro-rated for cab 12 years pro-rated for body	10-12 years
Chassis	20 years/100,000 miles	Lifetime	50 years	Lifetime
Plumbing	10 years		10 years/100,000 miles	10 years
Workmanship	2 years/20,000 miles	1 year	1 year	2 years
OTHER				
Frame Rail size	12 1/2" taper to 10 1/4"	10 1/4"	Enforcer - 10 1/4" Impel - 13 3/8"	12" or greater
Build Time	9 months, 10 days	11-12 months	10 1/2 months	9 months
Cab Length	72"	59 1/2"	70"	Not less than 70"
Overall Height	116 1/2"	123 1/2"	129"	Lower is better
Line-X Corrosion Resistance	Complete Coverage	Complete Coverage	Partial Coverage	Complete Coverage
Loose Equipment	Included	Included	Included	Included
Hard Suction Storage	Included	Included	Not Included	Included
Floor to ceiling height	67"	70"	62.95"	Increased headroom best
	13 of 17 best value to DPFR	8 of 17 best value to DPFR	7 of 17 best value to DPFR	17 categories identified
	No critical deficiencies	2 critical deficiencies, cab length and frame rail size	Frame rail size on the Enforcer chassis is a critical deficiency	

Attachment D

**CITY OF DE PERE - FIRE RESCUE DEPARTMENT
F-03-2016
ONE (2) 2016 OR CURRENT PRODUCTION YEAR
RESCUE/PUMPER TYPE APPARATUS WITH SIDE MOUNT PUMP AND FULL TILT CAB**

**TABULATION OF BIDS
BID OPENING: APRIL 29, 2016 at 3:00 P.M. AT FIRE STATION #1**

<u>SUPPLIER NAME & LOCATION</u>	<u>BID PRICE</u>	<u>LOOSE EQUIPMENT</u>
1. Fire Apparatus & Equipment - Pierce Appleton, WI	\$626,800 (Enforcer Chassis)	Included
2. Fire Apparatus & Equipment - Pierce Appleton, WI	\$653,800 (Impel Chassis)	Included
3. Mac's Fire & Safety, Inc. - KME Kovatch Litchfield, IL	\$668,500	Included
4. Seagrave Fire Apparatus - Seagrave Clintonville, WI	\$699,280	Included
5. Custom Fire Apparatus, Inc. Osceola, WI	No Bid	N/A

Attachment: FIRE ENGINE REQUEST (4846 : Recommendation from the Finance & Personnel Committee to purchase a new fire engine (rescue

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 21, 2016

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Recommendation from Finance Personnel Committee to Approve Police Department Applying for a Class B Raffle for K-9 Fundraising

The Police Department (PD) is currently fundraising for a new police K-9. An opportunity presented at a local golf course to be a hole sponsor for a golf outing. The golf outing is July 29, 2016. The PD would like to do a raffle for prizes and for a 50/50. In order to do a raffle, the PD/City would have to apply for a Class B raffle license (limits sales of raffle ticket to day of event/raffle). The application takes four weeks to be processed by the Wisconsin Department of Administration, and given the short timeline the PD has already sent in the application ahead of the Finance and Council meetings. The cost of the application is \$25 and the license is good for one year.

The police department is seeking Council approval for the PD/City to apply for and use a Class B raffle license in fundraising efforts. The Finance and Personnel committee recommended approving this application.

If you should have any questions about the use of the raffle license please contact me at your convenience. Thank you.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 21, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation of the Board of Public Works to Award the Contract for Project 16-07 Asphalt, Curb, & Utility Repair to Wood Sewer & Excavation Inc. In the Amount of \$1,573,690.

The Board of Public Works recommendation is to award the bid to Wood Sewer & Excavation, Inc. in the amount of \$1,573,690.

The Engineering Department received bids for Project 16-07 Asphalt, Curb, and Utility Repair on June 2nd, 2016. This work includes: sanitary sewer relay, new storm sewer, water main relay, inlet repair and replacement; manhole replacement, adjustment and repair; new curb & gutter; spot curb and gutter repair and replacement; mud-jacking curb, asphaltic concrete pavement milling; asphaltic concrete paving; asphaltic concrete pavement patching, alley reconstruction. The bids received were as follows:

Bidder	Amount
Wood Sewer & Excavation	\$1,573,690.00
MCC, Inc.	\$1,574,114.45
Dorner, Inc.	\$1,626,579.75
DeGroot, Inc.	\$1,706,356.69
Advance Construction, Inc.	\$1,770,298.20

The budgeted amount from the capital improvement budget is \$1,732,100. Funding will be \$955,000 from the street management account, \$90,000 from the parks capital improvements fund, \$180,000 from the sewage revenue fund, \$255,000 from the water utility fund, \$208,000 from the storm water management account, and \$44,100 for street surface on Ballinamore Place, Galway Lane, and Tullig Place.

ATTACHMENTS:

- 16-07 Bid Tab(PDF)

PROJECT 16-07 ASPHALT, CURB, AND UTILITY REPAIR
BID TAB

12.a



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Wood Sewer & Excavation, Inc.		MCC, Inc.		Dorner, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER									
SS-01	Remove and Relay 8" Sanitary Sewer	LF	131	\$ 138.00	\$ 18,078.00	\$ 138.00	\$ 18,078.00	\$ 123.00	\$ 16,113.00
SS-02	Remove and relay 6" or 4" PVC Sanitary Lateral	LF	385	\$ 59.00	\$ 22,715.00	\$ 62.00	\$ 23,870.00	\$ 85.00	\$ 32,725.00
SS-03	Provide 8"X6" or 8"X4" Sanitary Wye	EA	12	\$ 190.00	\$ 2,280.00	\$ 190.00	\$ 2,280.00	\$ 1,190.00	\$ 14,280.00
SS-04	Provide 4' Diameter Sanitary Sewer Manhole	VF	24	\$ 390.00	\$ 9,360.00	\$ 390.00	\$ 9,360.00	\$ 380.00	\$ 9,120.00
SS-05	Connect to Existing Sanitary Sewer Pipe	EA	6	\$ 600.00	\$ 3,600.00	\$ 600.00	\$ 3,600.00	\$ 590.00	\$ 3,540.00
SS-06	Remove and Replace Existing Sanitary Sewer Manhole	VF	27	\$ 480.00	\$ 12,960.00	\$ 520.00	\$ 14,040.00	\$ 370.00	\$ 9,990.00
SS-07	Remove Existing Sanitary Manhole	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 680.00	\$ 680.00
STORM SEWER									
ST-01	Remove and Replace 15" PVC or RCP (Class III) Storm Sewer	LF	10	\$ 69.00	\$ 690.00	\$ 69.00	\$ 690.00	\$ 61.00	\$ 610.00
ST-02	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	140	\$ 62.00	\$ 8,680.00	\$ 62.00	\$ 8,680.00	\$ 55.00	\$ 7,700.00
ST-03	Provide 8" PVC Storm Sewer	LF	215	\$ 39.00	\$ 8,385.00	\$ 39.00	\$ 8,385.00	\$ 43.00	\$ 9,245.00
ST-04	Provide 6" PVC Storm Sewer	LF	270	\$ 41.00	\$ 11,070.00	\$ 41.00	\$ 11,070.00	\$ 44.00	\$ 11,880.00
ST-05	Provide Storm Tee 8"x6"	EA	6	\$ 100.00	\$ 600.00	\$ 100.00	\$ 600.00	\$ 264.00	\$ 1,584.00
ST-06	Install 4' Diameter Storm Manhole	VF	13	\$ 470.00	\$ 6,110.00	\$ 500.00	\$ 6,500.00	\$ 590.00	\$ 7,670.00
ST-07	Remove and Replace 4' Diameter Storm Manhole	VF	14	\$ 490.00	\$ 6,860.00	\$ 520.00	\$ 7,280.00	\$ 725.00	\$ 10,150.00
ST-08	Remove and Replace Type B Inlet	EA	4	\$ 2,500.00	\$ 10,000.00	\$ 2,700.00	\$ 10,800.00	\$ 2,150.00	\$ 8,600.00
ST-09	Provide Type B Inlet	EA	1	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 2,150.00	\$ 2,150.00
ST-10	Core Drill Existing Structure	EA	6	\$ 600.00	\$ 3,600.00	\$ 600.00	\$ 3,600.00	\$ 700.00	\$ 4,200.00
ST-11	Connect to Manhole and/or Existing Pipe	EA	2	\$ 900.00	\$ 1,800.00	\$ 900.00	\$ 1,800.00	\$ 500.00	\$ 1,000.00
ST-12	Storm Sewer Dig Down and Repair Offset Joint	EA	1	\$ 600.00	\$ 600.00	\$ 900.00	\$ 900.00	\$ 3,000.00	\$ 3,000.00
ST-13	Storm Sewer Dig Down and Repair – 5 feet	EA	2	\$ 700.00	\$ 1,400.00	\$ 900.00	\$ 1,800.00	\$ 2,000.00	\$ 4,000.00
WATER MAIN									
W-01	Provide 12" Water Main – Open Cut	LF	125	\$ 93.00	\$ 11,625.00	\$ 94.00	\$ 11,750.00	\$ 128.00	\$ 16,000.00
W-02	Provide 10" Water Main – Open Cut	LF	95	\$ 90.00	\$ 8,550.00	\$ 92.00	\$ 8,740.00	\$ 138.00	\$ 13,110.00
W-03	Provide 8" Water Main – Open Cut	LF	1,165	\$ 87.00	\$ 101,355.00	\$ 88.00	\$ 102,520.00	\$ 75.00	\$ 87,375.00

Attachment: 16-07 Bid Tab (4835 : Recommendation of the BOPW to Award of Contract for Project 16-07

PROJECT 16-07 ASPHALT, CURB, AND UTILITY REPAIR
BID TAB

12.a



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Wood Sewer & Excavation, Inc.		MCC, Inc.		Dorner, Inc.	
W-04	Provide 6" Water Main – Open Cut	LF	70	\$ 68.00	\$ 4,760.00	\$ 68.00	\$ 4,760.00	\$ 99.00	\$ 6,930.00
W-05	Provide 8" Water Main – Directional Drill	LF	1,810	\$ 88.00	\$ 159,280.00	\$ 95.00	\$ 171,950.00	\$ 75.00	\$ 135,750.00
W-06	Provide 12" Valve	EA	3	\$ 2,900.00	\$ 8,700.00	\$ 2,900.00	\$ 8,700.00	\$ 3,500.00	\$ 10,500.00
W-07	Provide 10" Valve	EA	1	\$ 2,750.00	\$ 2,750.00	\$ 2,500.00	\$ 2,500.00	\$ 2,950.00	\$ 2,950.00
W-08	Provide 8" Valve	EA	11	\$ 1,800.00	\$ 19,800.00	\$ 1,800.00	\$ 19,800.00	\$ 2,000.00	\$ 22,000.00
W-09	Provide 6" Valve	EA	1	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,550.00	\$ 1,550.00
W-10	Provide Hydrant (6.5' Bury)	EA	8	\$ 3,460.00	\$ 27,680.00	\$ 3,500.00	\$ 28,000.00	\$ 4,000.00	\$ 32,000.00
W-11	Provide Connection to Existing Water Main	EA	12	\$ 940.00	\$ 11,280.00	\$ 1,000.00	\$ 12,000.00	\$ 2,590.00	\$ 31,080.00
W-12	Provide Connection to Existing Water Main 10"x 8" Tapping Tee and Valve	EA	1	\$ 3,300.00	\$ 3,300.00	\$ 3,600.00	\$ 3,600.00	\$ 4,600.00	\$ 4,600.00
W-13	Provide Water Main Offset	EA	2	\$ 1,900.00	\$ 3,800.00	\$ 1,900.00	\$ 3,800.00	\$ 5,000.00	\$ 10,000.00
W-14	Provide 1" HDPE Water Service – Open Cut	LF	535	\$ 52.00	\$ 27,820.00	\$ 54.00	\$ 28,890.00	\$ 50.00	\$ 26,750.00
W-15	Provide 1" HDPE Water Service - Directional Drill	LF	725	\$ 54.00	\$ 39,150.00	\$ 56.00	\$ 40,600.00	\$ 30.00	\$ 21,750.00
W-16	Provide 1" Corporation and Curb Stop	EA	50	\$ 480.00	\$ 24,000.00	\$ 500.00	\$ 25,000.00	\$ 825.00	\$ 41,250.00
W-17	Provide 2" Corporation with Plug/Saddle with 2" HDPE	EA	7	\$ 900.00	\$ 6,300.00	\$ 100.00	\$ 700.00	\$ 1,390.00	\$ 9,730.00
W-18	Abandon / Remove Water Main Appurtenances	LS	1	\$ 9,400.00	\$ 9,400.00	\$ 9,400.00	\$ 9,400.00	\$ 5,400.00	\$ 5,400.00

STREET AND DRAINAGE

SD-01	Remove and Replace Curb and Gutter	LF	4,450	\$ 37.00	\$ 164,650.00	\$ 34.50	\$ 153,525.00	\$ 35.80	\$ 159,310.00
SD-02	Remove and Replace Reinforced Concrete Pavement with Integral Curb 9-Inch	SY	90	\$ 90.00	\$ 8,100.00	\$ 88.90	\$ 8,001.00	\$ 92.50	\$ 8,325.00
SD-03	Remove and Replace Concrete Sidewalk or Apron 8-Inch	SY	165	\$ 90.00	\$ 14,850.00	\$ 80.00	\$ 13,200.00	\$ 83.20	\$ 13,728.00
SD-04	Remove and Replace Concrete Sidewalk or Driveway 6-Inch	SY	175	\$ 72.00	\$ 12,600.00	\$ 55.25	\$ 9,668.75	\$ 57.50	\$ 10,062.50
SD-05	Install New Concrete Sidewalk or Driveway 6-Inch	SY	35	\$ 54.00	\$ 1,890.00	\$ 48.50	\$ 1,697.50	\$ 50.50	\$ 1,767.50
SD-06	Remove and Replace Concrete Sidewalk 4-Inch	SY	320	\$ 52.00	\$ 16,640.00	\$ 51.50	\$ 16,480.00	\$ 53.50	\$ 17,120.00
SD-07	Install New Concrete Sidewalk 4-Inch	SY	55	\$ 50.00	\$ 2,750.00	\$ 46.50	\$ 2,557.50	\$ 48.50	\$ 2,667.50
SD-08	Mill Asphaltic Concrete Pavement	SY	43,100	\$ 2.48	\$ 106,888.00	\$ 2.67	\$ 115,077.00	\$ 2.60	\$ 112,060.00
SD-09	Provide Asphaltic Concrete Pavement Type E-1, (58-28) Overlay or Upper	TON	5,775	\$ 51.00	\$ 294,525.00	\$ 47.64	\$ 275,121.00	\$ 51.80	\$ 299,145.00
SD-10	Provide Asphaltic Concrete Pavement Type E0.3 or Type E-1, (58-28) Lower Layer	TON	1,590	\$ 68.00	\$ 108,120.00	\$ 65.96	\$ 104,876.40	\$ 70.45	\$ 112,015.50
SD-11	Provide Large Asphalt Patch Type E-1, (PG58-28)	SY	1,000	\$ 64.00	\$ 64,000.00	\$ 62.46	\$ 62,460.00	\$ 65.35	\$ 65,350.00
SD-12	Provide Small Asphalt Patch Type E-1, (PG58-28)	SY	500	\$ 63.00	\$ 31,500.00	\$ 64.94	\$ 32,470.00	\$ 64.75	\$ 32,375.00
SD-13	Provide Asphaltic Mixture for Crackfilling	TON	30	\$ 480.00	\$ 14,400.00	\$ 586.32	\$ 17,589.60	\$ 520.00	\$ 15,600.00

Attachment: 16-07 Bid Tab (4835 : Recommendation of the BOPW to Award of Contract for Project 16-07

PROJECT 16-07 ASPHALT, CURB, AND UTILITY REPAIR
BID TAB

12.a



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Wood Sewer & Excavation, Inc.		MCC, Inc.		Dorner, Inc.	
SD-14	Provide 1 ¼-Inch Crushed Aggregate Base Course	TON	1,235	\$ 17.00	\$ 20,995.00	\$ 22.42	\$ 27,688.70	\$ 14.00	\$ 17,290.00
SD-15	Provide Detectable Warning Field (Natural)	EA	15	\$ 400.00	\$ 6,000.00	\$ 224.00	\$ 3,360.00	\$ 235.00	\$ 3,525.00
SD-16	Landscaping – Topsoil, Seed, Fertilizer and Mulch- No. 40 Seed Mix	SY	640	\$ 15.00	\$ 9,600.00	\$ 10.00	\$ 6,400.00	\$ 7.50	\$ 4,800.00
SD-17	Provide Curb and Gutter Mud-Jacking	LF	180	\$ 20.00	\$ 3,600.00	\$ 20.00	\$ 3,600.00	\$ 35.80	\$ 6,444.00
SD-18	Provide Sidewalk Mud-Jacking	SY	20	\$ 30.00	\$ 600.00	\$ 15.00	\$ 300.00	\$ 57.50	\$ 1,150.00
SD-19	Unclassified Excavation	CY	840	\$ 18.00	\$ 15,120.00	\$ 35.60	\$ 29,904.00	\$ 18.50	\$ 15,540.00
SD-20	Provide Reinforcement for Curb and Gutter – 2 #4 Bars	LF	760	\$ 2.00	\$ 1,520.00	\$ 1.00	\$ 760.00	\$ 1.05	\$ 798.00
SD-21	Salvage and Reset Brick Pavers	SF	6	\$ 60.00	\$ 360.00	\$ 90.00	\$ 540.00	\$ 50.00	\$ 300.00
SD-22	Grade Existing Base Course (Dog Park)	SY	135	\$ 11.00	\$ 1,485.00	\$ 23.20	\$ 3,132.00	\$ 9.50	\$ 1,282.50

SPECIAL CONSTRUCTION

SC-01	Pipe Foundation Stabilization	CY	40	\$ 20.00	\$ 800.00	\$ 25.00	\$ 1,000.00	\$ 25.00	\$ 1,000.00
SC-02	Inlet Protection Type B	EA	82	\$ 60.00	\$ 4,920.00	\$ 52.00	\$ 4,264.00	\$ 55.00	\$ 4,510.00
SC-03	Adjust Inlet	EA	38	\$ 450.00	\$ 17,100.00	\$ 450.00	\$ 17,100.00	\$ 475.00	\$ 18,050.00
SC-04	Adjust Inlet Plus 1-Foot	EA	2	\$ 550.00	\$ 1,100.00	\$ 800.00	\$ 1,600.00	\$ 835.00	\$ 1,670.00
SC-05	Adjust Manhole	EA	56	\$ 420.00	\$ 23,520.00	\$ 420.00	\$ 23,520.00	\$ 750.00	\$ 42,000.00
SC-06	Reconstruct Manhole	VF	8	\$ 650.00	\$ 5,200.00	\$ 650.00	\$ 5,200.00	\$ 810.00	\$ 6,480.00
SC-07	Pavement Marking (4-Inch White) Epoxy	LF	1,825	\$ 3.00	\$ 5,475.00	\$ 2.00	\$ 3,650.00	\$ 2.10	\$ 3,832.50
SC-08	Pavement Marking (6-Inch White) Epoxy	LF	815	\$ 4.00	\$ 3,260.00	\$ 3.00	\$ 2,445.00	\$ 3.15	\$ 2,567.25
SC-09	Pavement Marking Crosswalk (12-Inch White) Epoxy	LF	50	\$ 6.00	\$ 300.00	\$ 6.00	\$ 300.00	\$ 6.25	\$ 312.50
SC-10	Pavement Marking Symbol (Arrow Type 1 White) Epoxy	EA	6	\$ 135.00	\$ 810.00	\$ 135.00	\$ 810.00	\$ 140.00	\$ 840.00
SC-11	Pavement Marking (Handicap Symbol White) Epoxy	EA	3	\$ 58.00	\$ 174.00	\$ 58.00	\$ 174.00	\$ 60.00	\$ 180.00
SC-12	Traffic Control (Broadway at Franklin Street)	LS	1	\$ 5,300.00	\$ 5,300.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00
SC-13	Traffic Control (George St between S Winnebago St. and S Adams St.)	LS	1	\$ 2,900.00	\$ 2,900.00	\$ 2,300.00	\$ 2,300.00	\$ 3,000.00	\$ 3,000.00
SC-14	Profile Saw Cutting Existing Concrete Curb Head	LF	10	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00	\$ 52.00	\$ 520.00
TOTAL				\$ 1,573,690.00		\$ 1,574,114.45		\$ 1,626,579.75	

Attachment: 16-07 Bid Tab (4835 : Recommendation of the BOPW to Award of Contract for Project 16-07

**PROJECT 16-07 ASPHALT, CURB, AND UTILITY
BID TAB**

12.a



				BIDDER NO. 4		BIDDER NO. 5	
				De Groot, Inc.		Advance Construction, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER							
SS-01	Remove and Relay 8" Sanitary Sewer	LF	131	\$ 144.18	\$ 18,887.58	\$ 150.00	\$ 19,650.00
SS-02	Remove and relay 6" or 4" PVC Sanitary Lateral	LF	385	\$ 95.01	\$ 36,578.85	\$ 100.00	\$ 38,500.00
SS-03	Provide 8"X6" or 8"X4" Sanitary Wye	EA	12	\$ 808.00	\$ 9,696.00	\$ 100.00	\$ 1,200.00
SS-04	Provide 4' Diameter Sanitary Sewer Manhole	VF	24	\$ 404.20	\$ 9,700.80	\$ 500.00	\$ 12,000.00
SS-05	Connect to Existing Sanitary Sewer Pipe	EA	6	\$ 1,515.00	\$ 9,090.00	\$ 950.00	\$ 5,700.00
SS-06	Remove and Replace Existing Sanitary Sewer Manhole	VF	27	\$ 407.03	\$ 10,989.81	\$ 715.00	\$ 19,305.00
SS-07	Remove Existing Sanitary Manhole	EA	1	\$ 505.00	\$ 505.00	\$ 1,500.00	\$ 1,500.00
STORM SEWER							
ST-01	Remove and Replace 15" PVC or RCP (Class III) Storm Sewer	LF	10	\$ 66.07	\$ 660.70	\$ 100.00	\$ 1,000.00
ST-02	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	140	\$ 76.43	\$ 10,700.20	\$ 83.00	\$ 11,620.00
ST-03	Provide 8" PVC Storm Sewer	LF	215	\$ 66.48	\$ 14,293.20	\$ 70.00	\$ 15,050.00
ST-04	Provide 6" PVC Storm Sewer	LF	270	\$ 53.54	\$ 14,455.80	\$ 65.00	\$ 17,550.00
ST-05	Provide Storm Tee 8"x6"	EA	6	\$ 437.66	\$ 2,625.96	\$ 100.00	\$ 600.00
ST-06	Install 4' Diameter Storm Manhole	VF	13	\$ 583.11	\$ 7,580.43	\$ 600.00	\$ 7,800.00
ST-07	Remove and Replace 4' Diameter Storm Manhole	VF	14	\$ 606.00	\$ 8,484.00	\$ 715.00	\$ 10,010.00
ST-08	Remove and Replace Type B Inlet	EA	4	\$ 2,424.00	\$ 9,696.00	\$ 4,400.00	\$ 17,600.00
ST-09	Provide Type B Inlet	EA	1	\$ 2,525.00	\$ 2,525.00	\$ 4,000.00	\$ 4,000.00
ST-10	Core Drill Existing Structure	EA	6	\$ 202.00	\$ 1,212.00	\$ 1,000.00	\$ 6,000.00
ST-11	Connect to Manhole and/or Existing Pipe	EA	2	\$ 555.50	\$ 1,111.00	\$ 800.00	\$ 1,600.00
ST-12	Storm Sewer Dig Down and Repair Offset Joint	EA	1	\$ 2,373.50	\$ 2,373.50	\$ 4,000.00	\$ 4,000.00
ST-13	Storm Sewer Dig Down and Repair – 5 feet	EA	2	\$ 2,828.00	\$ 5,656.00	\$ 4,000.00	\$ 8,000.00
WATER MAIN							
W-01	Provide 12" Water Main – Open Cut	LF	125	\$ 106.59	\$ 13,323.75	\$ 200.00	\$ 25,000.00
W-02	Provide 10" Water Main – Open Cut	LF	95	\$ 116.55	\$ 11,072.25	\$ 220.00	\$ 20,900.00
W-03	Provide 8" Water Main – Open Cut	LF	1,165	\$ 96.37	\$ 112,271.05	\$ 110.00	\$ 128,150.00

Attachment: 16-07 Bid Tab (4835 : Recommendation of the BOPW to Award of Contract for Project 16-07

**PROJECT 16-07 ASPHALT, CURB, AND UTILITY
BID TAB**

12.a



				BIDDER NO. 4		BIDDER NO. 5	
				De Groot, Inc.		Advance Construction, Inc.	
W-04	Provide 6" Water Main – Open Cut	LF	70	\$ 73.57	\$ 5,149.90	\$ 155.00	\$ 10,850.00
W-05	Provide 8" Water Main – Directional Drill	LF	1,810	\$ 63.63	\$ 115,170.30	\$ 90.00	\$ 162,900.00
W-06	Provide 12" Valve	EA	3	\$ 3,003.74	\$ 9,011.22	\$ 3,000.00	\$ 9,000.00
W-07	Provide 10" Valve	EA	1	\$ 2,479.55	\$ 2,479.55	\$ 2,400.00	\$ 2,400.00
W-08	Provide 8" Valve	EA	11	\$ 1,827.18	\$ 20,098.98	\$ 1,700.00	\$ 18,700.00
W-09	Provide 6" Valve	EA	1	\$ 1,433.19	\$ 1,433.19	\$ 1,500.00	\$ 1,500.00
W-10	Provide Hydrant (6.5' Bury)	EA	8	\$ 3,579.95	\$ 28,639.60	\$ 5,700.00	\$ 45,600.00
W-11	Provide Connection to Existing Water Main	EA	12	\$ 2,882.71	\$ 34,592.52	\$ 2,500.00	\$ 30,000.00
W-12	Provide Connection to Existing Water Main 10"x 8" Tapping Tee and Valve	EA	1	\$ 4,762.15	\$ 4,762.15	\$ 4,000.00	\$ 4,000.00
W-13	Provide Water Main Offset	EA	2	\$ 4,673.78	\$ 9,347.56	\$ 1,500.00	\$ 3,000.00
W-14	Provide 1" HDPE Water Service – Open Cut	LF	535	\$ 59.84	\$ 32,014.40	\$ 55.00	\$ 29,425.00
W-15	Provide 1" HDPE Water Service - Directional Drill	LF	725	\$ 25.65	\$ 18,596.25	\$ 40.00	\$ 29,000.00
W-16	Provide 1" Corporation and Curb Stop	EA	50	\$ 983.84	\$ 49,192.00	\$ 750.00	\$ 37,500.00
W-17	Provide 2" Corporation with Plug/Saddle with 2" HDPE	EA	7	\$ 1,384.42	\$ 9,690.94	\$ 1,450.00	\$ 10,150.00
W-18	Abandon / Remove Water Main Appurtenances	LS	1	\$ 6,565.00	\$ 6,565.00	\$ 17,000.00	\$ 17,000.00

STREET AND DRAINAGE

SD-01	Remove and Replace Curb and Gutter	LF	4,450	\$ 36.48	\$ 162,336.00	\$ 36.50	\$ 162,425.00
SD-02	Remove and Replace Reinforced Concrete Pavement with Integral Curb 9-Inch	SY	90	\$ 94.38	\$ 8,494.20	\$ 93.00	\$ 8,370.00
SD-03	Remove and Replace Concrete Sidewalk or Apron 8-Inch	SY	165	\$ 84.84	\$ 13,998.60	\$ 84.00	\$ 13,860.00
SD-04	Remove and Replace Concrete Sidewalk or Driveway 6-Inch	SY	175	\$ 58.59	\$ 10,253.25	\$ 75.00	\$ 13,125.00
SD-05	Install New Concrete Sidewalk or Driveway 6-Inch	SY	35	\$ 51.44	\$ 1,800.40	\$ 57.00	\$ 1,995.00
SD-06	Remove and Replace Concrete Sidewalk 4-Inch	SY	320	\$ 55.15	\$ 17,648.00	\$ 53.00	\$ 16,960.00
SD-07	Install New Concrete Sidewalk 4-Inch	SY	55	\$ 49.32	\$ 2,712.60	\$ 49.00	\$ 2,695.00
SD-08	Mill Asphaltic Concrete Pavement	SY	43,100	\$ 2.07	\$ 89,217.00	\$ 2.48	\$ 106,888.00
SD-09	Provide Asphaltic Concrete Pavement Type E-1, (58-28) Overlay or Upper	TON	5,775	\$ 60.35	\$ 348,521.25	\$ 49.82	\$ 287,710.50
SD-10	Provide Asphaltic Concrete Pavement Type E0.3 or Type E-1, (58-28) Lower Layer	TON	1,590	\$ 105.84	\$ 168,285.60	\$ 67.73	\$ 107,690.70
SD-11	Provide Large Asphalt Patch Type E-1, (PG58-28)	SY	1,000	\$ 34.55	\$ 34,550.00	\$ 62.83	\$ 62,830.00
SD-12	Provide Small Asphalt Patch Type E-1, (PG58-28)	SY	500	\$ 43.88	\$ 21,940.00	\$ 62.24	\$ 31,120.00
SD-13	Provide Asphaltic Mixture for Crackfilling	TON	30	\$ 606.00	\$ 18,180.00	\$ 500.00	\$ 15,000.00

Attachment: 16-07 Bid Tab (4835 : Recommendation of the BOPW to Award of Contract for Project 16-07

12.a



				BIDDER NO. 4		BIDDER NO. 5	
				De Groot, Inc.		Advance Construction, Inc.	
SD-14	Provide 1 ¼-Inch Crushed Aggregate Base Course	TON	1,235	\$ 12.98	\$ 16,030.30	\$ 12.50	\$ 15,437.50
SD-15	Provide Detectable Warning Field (Natural)	EA	15	\$ 237.55	\$ 3,563.25	\$ 350.00	\$ 5,250.00
SD-16	Landscaping – Topsoil, Seed, Fertilizer and Mulch- No. 40 Seed Mix	SY	640	\$ 25.25	\$ 16,160.00	\$ 9.50	\$ 6,080.00
SD-17	Provide Curb and Gutter Mud-Jacking	LF	180	\$ 30.30	\$ 5,454.00	\$ 20.00	\$ 3,600.00
SD-18	Provide Sidewalk Mud-Jacking	SY	20	\$ 50.50	\$ 1,010.00	\$ 20.00	\$ 400.00
SD-19	Unclassified Excavation	CY	840	\$ 30.43	\$ 25,561.20	\$ 18.00	\$ 15,120.00
SD-20	Provide Reinforcement for Curb and Gutter – 2 #4 Bars	LF	760	\$ 1.06	\$ 805.60	\$ 1.50	\$ 1,140.00
SD-21	Salvage and Reset Brick Pavers	SF	6	\$ 151.50	\$ 909.00	\$ 100.00	\$ 600.00
SD-22	Grade Existing Base Course (Dog Park)	SY	135	\$ 25.25	\$ 3,408.75	\$ 9.50	\$ 1,282.50

SPECIAL CONSTRUCTION

SC-01	Pipe Foundation Stabilization	CY	40	\$ 25.25	\$ 1,010.00	\$ 25.00	\$ 1,000.00
SC-02	Inlet Protection Type B	EA	82	\$ 35.35	\$ 2,898.70	\$ 100.00	\$ 8,200.00
SC-03	Adjust Inlet	EA	38	\$ 505.00	\$ 19,190.00	\$ 750.00	\$ 28,500.00
SC-04	Adjust Inlet Plus 1-Foot	EA	2	\$ 858.50	\$ 1,717.00	\$ 1,000.00	\$ 2,000.00
SC-05	Adjust Manhole	EA	56	\$ 555.50	\$ 31,108.00	\$ 730.00	\$ 40,880.00
SC-06	Reconstruct Manhole	VF	8	\$ 656.50	\$ 5,252.00	\$ 1,200.00	\$ 9,600.00
SC-07	Pavement Marking (4-Inch White)						
	Epoxy	LF	1,825	\$ 2.12	\$ 3,869.00	\$ 2.00	\$ 3,650.00
SC-08	Pavement Marking (6-Inch White)						
	Epoxy	LF	815	\$ 3.18	\$ 2,591.70	\$ 3.00	\$ 2,445.00
SC-09	Pavement Marking Crosswalk (12-Inch White) Epoxy						
		LF	50	\$ 6.36	\$ 318.00	\$ 6.00	\$ 300.00
SC-10	Pavement Marking Symbol (Arrow Type 1 White) Epoxy						
		EA	6	\$ 143.17	\$ 859.02	\$ 135.00	\$ 810.00
SC-11	Pavement Marking (Handicap Symbol White) Epoxy						
		EA	3	\$ 61.51	\$ 184.53	\$ 58.00	\$ 174.00
SC-12	Traffic Control (Broadway at Franklin Street)	LS	1	\$ 3,232.00	\$ 3,232.00	\$ 3,000.00	\$ 3,000.00
SC-13	Traffic Control (George St between S Winnebago St. and S Adams St.)						
		LS	1	\$ 2,525.00	\$ 2,525.00	\$ 2,300.00	\$ 2,300.00
SC-14	Profile Saw Cutting Existing Concrete Curb Head	LF	10	\$ 53.03	\$ 530.30	\$ 10.00	\$ 100.00
				\$ 1,706,356.69		\$ 1,770,298.20	

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 21, 2016

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Ordinance #16-09, Amending Chapter 150 De Pere Municipal Code Regarding Long-term Parking Regulations.

On Monday, June 13, the Board of Public Works voted 4-0 to approve the conversion of approximately 108 short term parking spaces on the east side of downtown to long term spaces. The location of these spaces is shown on the attached map.

ATTACHMENTS:

- Ord16-09 (DOC)
- BOPW Memo 6-2016 (DOCX)
- Parking_2016EastProposedV4 (PDF)
- DePere Parking Letter 5-2016 (PDF)
- Parking Letters 5-16 (PDF)
- Email 6-7-16 (PDF)

ORDINANCE #16-09

AMENDING CHAPTER 150 DE PERE MUNICIPAL CODE
REGARDING TRAFFIC REGULATIONS

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

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

PARKING LOTS

DELETIONS*Two-hour parking, 9:00 a.m. – 6:00 p.m. Monday – Saturday*

<i>Parking Lot</i>	<i>Description</i>
Bridge Lot	Broadway to Front, Under E Bridge Approach
Broadway Lot	George to James, W of Broadway
Perrot Square South	Charles/Broadway Intersection, W of Broadway
Wisconsin Lot	William to Cass, E of Wisconsin

Long-Term Parking

<i>Parking Lot</i>	<i>No. Stalls</i>	<i>Parking Row/ From Dir.</i>	<i>Located No. of Stalls/ From Dir.</i>
Bridge Lot	3	1/E	1/S thru 3/5
Bridge Lot	6	2/E	1/S thru 6/5
Bridge Lot	6	3/E	1/S thru 6/5
Broadway Lot	13	1/S	1/W thru 13/W
Mission Square	11	1/N	1/E thru 11/E
Mission Square	8	2/N	1/E thru 8/E
Mission Square	8	3/N	1/E thru 8/E
Mission Square	7	2/S	1/W thru 7/W
Perrot Square South	13	2/S	1/W thru 13/W
Perrot Square South	7	1/S	1/W thru 7/W
Perrot Square	31	1/W	1/S thru 3/S
William Lot	11	1/N	1/W thru 11/W

Attachment: Ord16-09 (4833 : Ordinance #16-09, Conversion of Short Term Parking Stalls)

Reserved Parking

<i>Parking Lot</i>	<i>No. Stalls</i>	<i>No. Parking Row/ From Dir.</i>	<i>Located No. of Stalls/ From Dir.</i>
Mission Square	1	1/E	1/S
Mission Square	1	1/W	14/N
Mission Square	1	1/E	1/N
Mission Square	1	1/W	4/S
Mission Square	2	2/S	1/E and 2/E

<i>Parking Lot</i>	<i>Area</i>	<i>No. Stalls</i>	<i>No. Parking Row/From Dir.</i>	<i>Located No. of Stalls/From Dir.</i>
<i>No parking 4:00 p.m. – 9:00 p.m. Mon. – Fri. June – Aug.</i>				
Marquette Mall	F	1	1/E	1/S
Mission Square	C	1	1/W	10/N
Mission Square	C	1	1/W	5/N
Perrot Square	B	2	2/W	10 and 11/S
Perrot Square	B	1	2/W	13/S

ADDITIONS

Long-Term Parking

<i>Parking Lot</i>	<i>No. Stalls</i>	<i>Parking Row/ From Dir.</i>	<i>Located No. of Stalls/ From Dir.</i>
Bridge Lot	All Stalls		
Broadway Lot	All Stalls		
Mission Square	10	1/N	1/W thru 10/W
Mission Square	11	1/E	1/S thru 11/S
Mission Square	8	2/E	1/S thru 8/S
Mission Square	7	3/E	1/S thru 7/S
Perrot Square	8	1/N	1/W-9/W
Perrot Square	31	1/W	1/S thru 31/S
William Lot	10	1/N	1/W thru 10/W
William Lot	10	2/N	1/W thru 10/W
William Lot	11	3/N	1/W thru 11/W
William Lot	11	4/N	1/W thru 11/W
Wisconsin Lot	All Stalls		

Reserved Parking

<i>Parking Lot</i>	<i>No. Stalls</i>	<i>No. Parking Row/ From Dir.</i>	<i>Located No. of Stalls/ From Dir.</i>
Mission Square	5	1/W	7/S thru 12/S

Ordinance #16-09
Page 3 of 3

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of
June, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Ord16-09 (4833 : Ordinance #16-09, Conversion of Short Term Parking Stalls)

City of De Pere MEMORANDUM



To: Board of Public Works
 From: Kimberly Flom, Economic Development & Planning Director
 Date: June 7, 2016
 RE: **Proposed Revisions to Downtown Parking Regulations**

PROJECT BACKGROUND

Over the past month, the City has received a number of inquiries and comments from business/property owners about Downtown parking. Like many downtowns, city-owned lots provide the bulk of public parking for the area buildings. In De Pere, City ordinances set regulations for these spaces, designating some as short term (2 hours) and some as long term (overnight, up to 72 hours).

While parking is always a popular topic of discussion, particularly in Downtown areas, the vast majority of recent conversations expressed concern over a lack of long term parking spaces on the east side. The current parking regulations (mix of long term and short term spaces) were developed in the past based on the business mix, which has evolved to include companies with more employees or professional services geared towards visits longer than two hours. On the west side of Downtown, we've also had recent parking discussions as part of the Nicolet Square Master plan implementation.

The Parking and Traffic team discussed Downtown parking at a meeting on May 24. Based on the feedback from the public, and discussions with stakeholders, we propose a two phase approach.

Phase I - Strategically increase the amount of long term stalls on the east side of Downtown De Pere.

Convert some stalls currently designated as short term, to long term. The locations, shown on the attached map, have been selected in order to increase the long term parking supply while maintaining short term spaces in key customer locations. The proposed changes are reviewed in more detail below.

Phase II – Conduct a review and analysis of Downtown De Pere parking that **may** include:

- Surveys and/or inventory of current parking usage
- Educational efforts
- Stakeholder engagement
- Review of industry best practices in Downtown Parking
- Policy alternatives (parking requirements for new development, time limits, etc.)
- Consideration of long term parking plans that contemplate potential future development areas.

Attachment: BOPW Memo 6-2016 (4833 : Ordinance #16-09, Conversion of Short Term Parking Stalls)

The scope of the above review will be guided by both budget and staff availability, and is not determined at this time. A project of this scope may take anywhere between six months to one year.

PROPOSED PARKING REVISIONS

The purpose of this request is for Phase I, to consider converting approximately 108 short term public parking spaces to long term parking spaces in City owned lots on the East side of Downtown. The spaces, outlined in purple on the attached map, were selected based on a number of factors including, current usage patterns, location and stakeholder input.

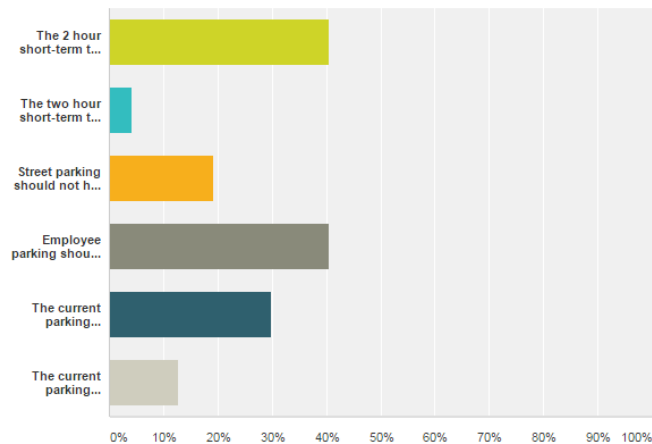
PROCESS AND COMMENTS

We sent the attached letter to property and business owners in the BID District on Friday, May 27. Additionally an online survey was publicized on the City website, television channel and social media pages.

The survey is designed to take a comprehensive look at Downtown parking, not specifically review the long term parking request that is part of this agenda item. But one question does ask about the current time limit regulations. At the time of this report, 51 surveys have been completed. We will leave the survey open until June 30 in hopes of gathering more responses that will help guide Phase II of this project. The below data provides a snapshot of the question most directly related to short term and long term parking.

How do you feel about the current time limit regulations for parking spaces? (check all that apply)

Answered: 47 Skipped: 4



Answer Choices	Responses
▼ The 2 hour short-term time limit is not enough, 3 or 4 hours would be better.	40.43% 19
▼ The two hour short-term time limit is too long, an hour or less would be better.	4.26% 2
▼ Street parking should not have a time limit.	19.15% 9
▼ Employee parking should be located in remote lots, leaving spaces close to the buildings open for customers.	40.43% 19
▼ The current parking regulations are appropriate, no change is needed.	29.79% 14
▼ The current parking regulations are not effective, change is needed (please specify below).	12.77% 6
Total Respondents: 47	

Detailed Comments (part of the 'please specify below'):

Same story as for the last 20 years: lay off and chill out. Relax DePere parking regulations. Me, my employees and my customers can always find a close spot.

There are regulations in place (recently implemented or enforced) that seem unreasonable and unnecessary, a waste of tax-payer dollars (specifically enforcing parking at 100 S. Broadway parking lots). Remove time limits in parking lots, enforce them on streets. Don't make problems where there are none.

I have no problem with short-term parking. However, longterm parking needs to be addressed. People who live and work downtown shouldn't have to worry about parking.

I think what is currently there now is fine - but added longterm parking is needed for those of us who work and/or live downtown. Street parking is never an issue, unless it's a Friday or Saturday night (at least on the east side where I work/reside). Not once have I ever had a difficult time parking downtown on either a weekday/night or weekend. I both live and work within a block of each other downtown. Nor have I ever heard of anyone else having issues finding parking (besides, of course, during Celebrate De Pere when I want to park at my apartment).

I live in downtown, and it would be nice to have a pass for us residents to park, I live in the river trail, Colonial apartments 302 George st. always affraid if i'm going to get towed since i live in downtown since there is a parking sign that says 2 hour limit monday thru sat

I work near Walgreens and the parking lot in the back doesn't allow for enough employee parking. People will leave there vehicles in the long term parking for weeks at a time without moving them. I think a parking sticker would be beneficial for those that work and/ or live in the downtown area. I think \$100/ year for the sticker would be nice. Then those people can park in either long or short term parking without worrying about getting a ticket. Also, \$25 for a parking ticket is ridiculous.

I don't have an issue parking but I think it's because I park at seroogy's

Just need to clean up the signage, especially in Nicolet Square. Many people park short term in spots labeled "Long Term Parking".

Long term parking needs to be expanded for employees. We shouldn't be punished for working downtown.

The City Economic Development/Planning Department received calls from five individuals expressing concern over the lack of long term spaces on the east side of Downtown and calls from two individuals expressing concern about long term parking regulations on the west side of downtown. We also received seven letters requesting additional long term parking on the East side and an email requesting that long term parking be added closer to 310 Wisconsin Street (attached). We have also heard that two businesses on the East side of Downtown are in favor of keeping the parking regulations in place with no changes.

Staff requests consideration to change some short term parking spaces to long term spaces as shown on the attached map. If the Board of Public Works approves this change, a proposed ordinance will be reviewed by the Common Council at the July 5, 2016 meeting.

Attachments

c: Michael Walsh, Mayor
Larry Delo, City Administrator
Judith Schmidt-Lehman, City Attorney

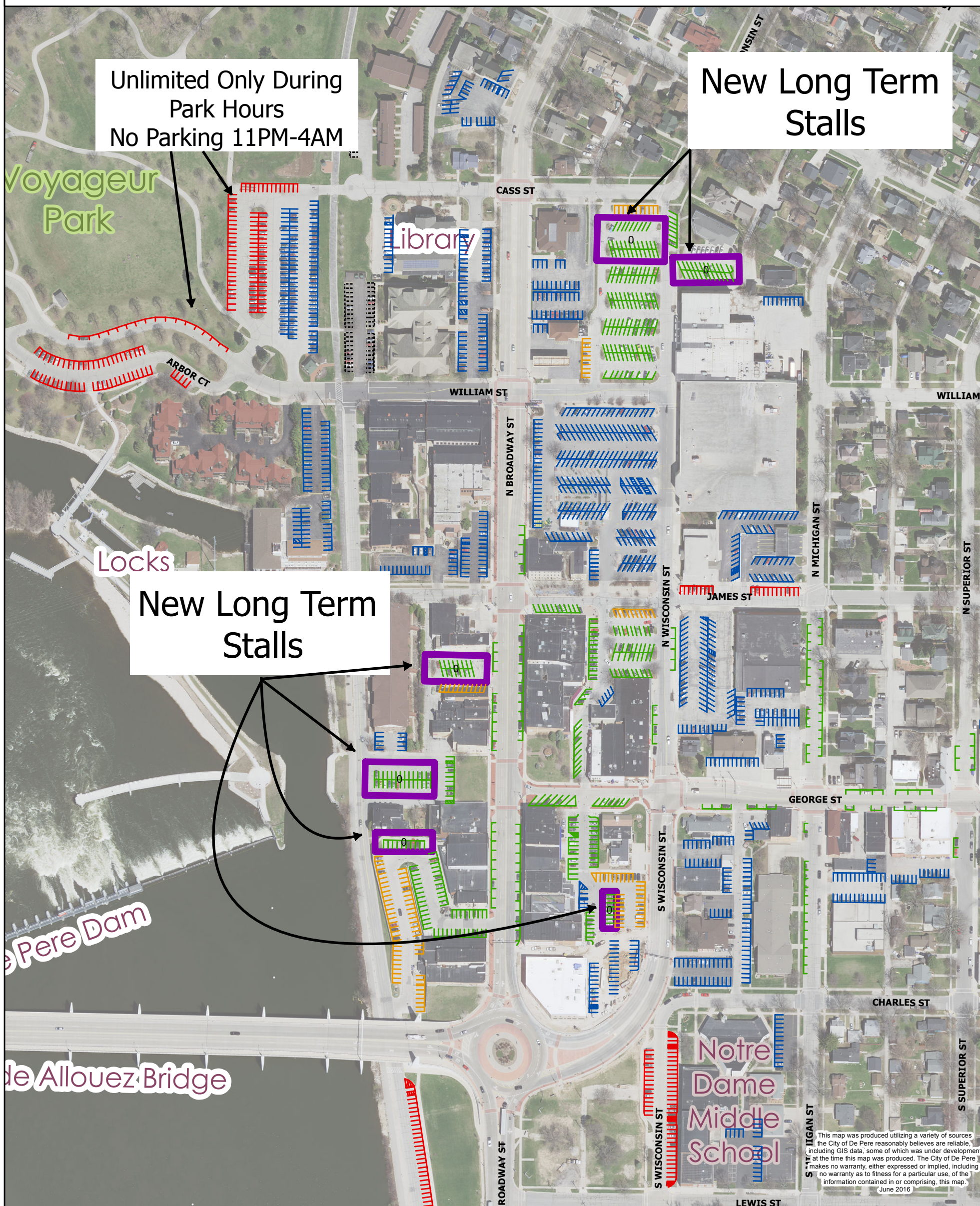
2016 Proposed Parking Changes

De Pere Downtown Parking- East

13.c



1 inch = 200 feet



Attachment: Parking_2016EastProposedV4 (4833 : Ordinance #16-09, Conversion of Short Term Parking Stalls)

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. June 2016

Legend

Parking Restrictions

- Proposed Long Term Parking
- 20 Minute
- 2 Hour
- Long term
- Unrestricted
- Private
- Other

Ordinance Approval Timeline

June 13, 2016 Board of Public Works- 7:30 PM
June 21, 2016 Common Council- 7:30 PM

CITY OF DE PERE

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



May 26, 2016

RE: Downtown De Pere Parking

Dear Downtown De Pere Property/Business Owner,

Over the past month, the City has received a number of inquiries and comments from business/property owners about Downtown parking. Like many downtowns, city-owned lots provide the bulk of public parking for the area buildings. In De Pere, City ordinances set regulations for these spaces, designating some as short term (2 hours) and some as long term (overnight, up to 72 hours).

While parking is always a popular topic of discussion, particularly in Downtown areas, the vast majority of recent conversations expressed concern over a lack of long term parking spaces on the east side. Based on the comments received, and the discussions that we've had with stakeholders, we propose a two phase plan.

Phase I - Strategically increase the amount of long term stalls on the east side of Downtown De Pere.

De Pere proposes to convert some stalls currently designated as short term, to long term. The locations, shown on the attached map, have been selected in order to increase the long term parking supply while maintaining short term spaces in key customer locations.

The proposed regulation change will be reviewed at the following meetings:

1. Monday, June 13 – Board of Public Works 7:30PM: Review/recommendation to Council
2. Tuesday, June 21 – City Council: 7:30PM: Review and decision on ordinance change

Phase II – Conduct a review and analysis of Downtown De Pere parking that **may** include:

- o Surveys and/or inventory of current parking usage
- o Educational efforts
- o Stakeholder engagement
- o Review of industry best practices in Downtown Parking
- o Policy alternatives (parking requirements for new development, time limits, etc.)
- o Consideration of long term parking plans that contemplate potential future development areas.

Letter continues on other side

The scope of the above review will be guided by both budget and staff availability, and is not determined at this time. We anticipate the review to take anywhere between six months to one year. We are committed to a parking strategy that maximizes the success of Downtown De Pere while accommodating for future growth and redevelopment.

The attached maps illustrate current downtown parking regulations. Please review these with your tenants, employees and/or customers. It should be noted the only location in the city where a long-term parking permit is required is the Nicolet parking lot between Main and Reid, and Third and Fourth Streets. Those permits can be obtained at no charge at the police department front desk during business hours.

We want to hear from you! Your feedback will influence and guide the entire process. Here are a few ways you can provide input:

For comments or questions specific to the proposed ordinance change:

- Contact me at kflom@mail.de-pere.org or 920-339-4043.
- Attend the Board of Public Works and or Common Council meetings.

For general feedback on Downtown Parking:

- Complete a Downtown De Pere Parking Survey online (see below or the City website):
<https://www.surveymonkey.com/r/LSBG3ZD>
- Contact me via email or telephone.

We appreciate all you do to make Downtown De Pere a premiere Main Street Community and look forward to working with you on this important venture.

Regards,

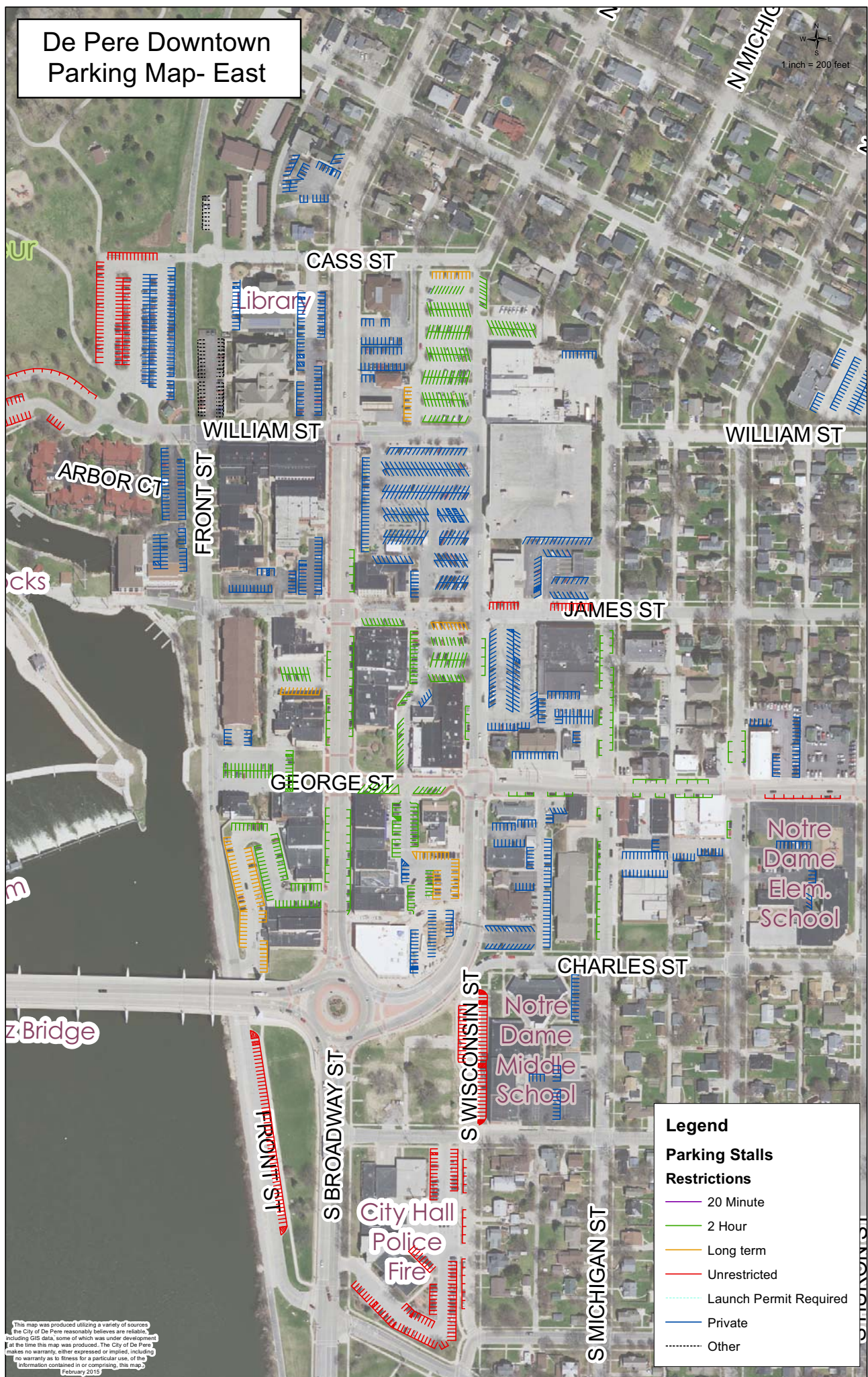


Kimberly T. Flom, AICP/RLA
Economic Development & Planning Director

cc. Mayor Walsh, Mayor
Larry Delo, City Administrator
Derek Beiderwieden, Police Chief

De Pere Downtown Parking Map- East

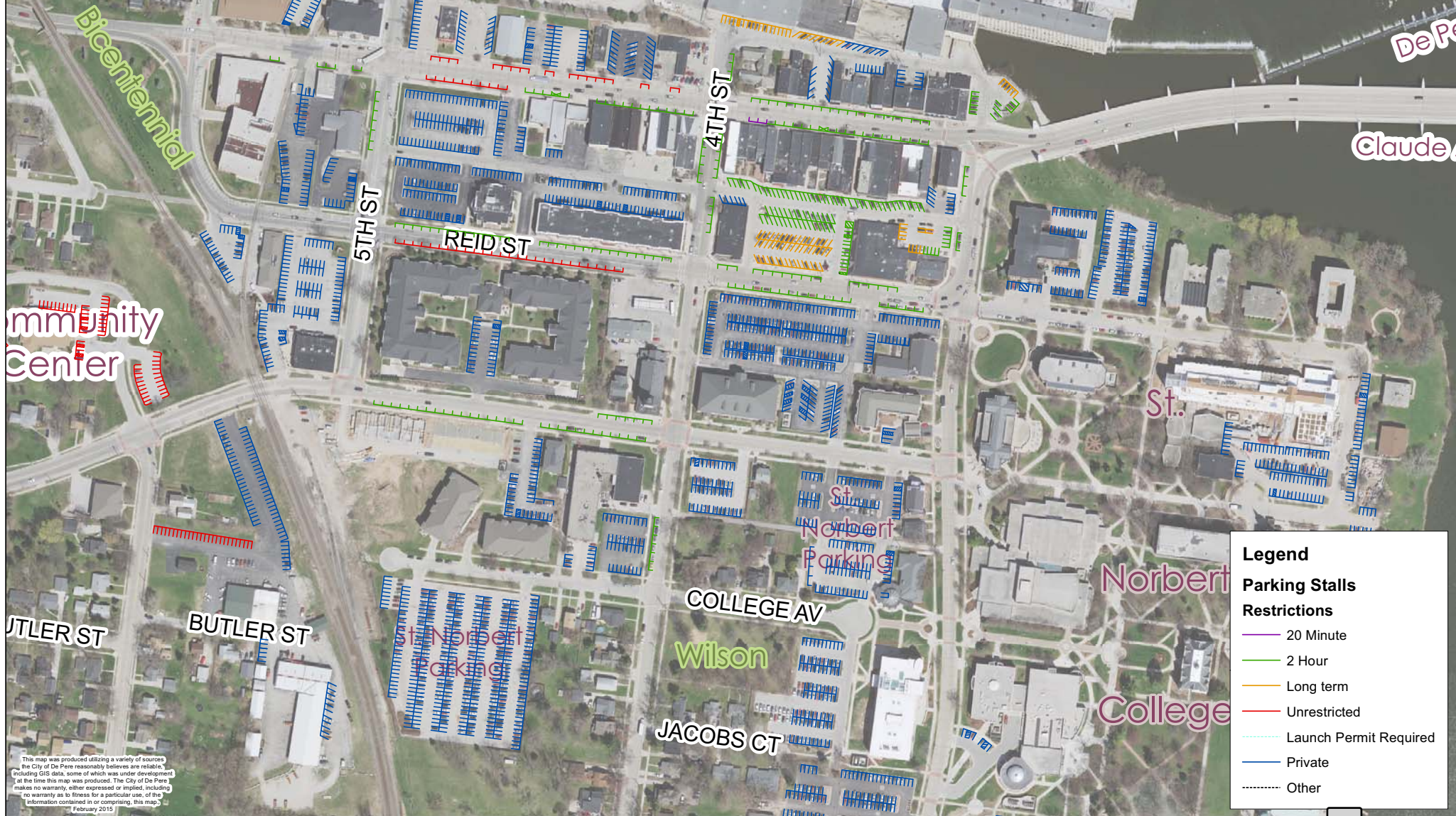
1 inch = 200 feet



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De Pere Downtown Parking Map.

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1 inch = 200 feet



This map was produced utilizing a variety of sources and the City of De Pere reasonably believes are reliable. 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. February 2015



May 1st, 2016

City of De Pere
335 S. Broadway Street
De Pere, WI 54115

To Whom It May Concern,

I am forwarding this letter in hopes of adding my voice to the ever growing calls for more long term parking in the East De Pere Downtown Area.

As a business owner who employs more than 70 people in the De Pere area I have leased offices in the Old Ford Square Building for many years and have dealt with the inadequate amount of long term parking in this area for as long as I have been doing business here. However, as our company has grown and as I have more and more employees coming and going from our business offices in recent years the need for more long term parking becomes ever more clear daily.

If one looks at the mix of business that are currently located in this area there are fewer and fewer that rely on short term parking for the success of their enterprise. The fact is in the last five or more years the businesses that have located in this area are more and more employing individuals who need long term parking rather than short term. Even those business that are retail in the area are businesses that will either quickly turn spots over by the very nature of their product, or are retail spaces where the purchase/service cycle requires more than two hours to complete. There are I'm sure multiple examples of not just employees getting ticketed, but retail customers as well.

Additionally, if everyone is being honest the signs in this area are not having the desired effect. There is still long term parking going on in the short term parking spaces all day long. Employees and customers are being forced by the lack of available long term parking spots to move their cars from one spot to another every two hours during the day to stay a head of the chalk marking young man who frequents the sidewalks over here. How foolish and wasteful is that exercise? It neither benefits the city nor the retail business, and it greatly diminishes the productivity of those businesses who have employees who work in these buildings all day every day.



Finally, I believe that the current parking rules and the way they are enforced allow a great benefit to a certain class of business in the area over that of another type of business. I would contend that my company which pays close to \$ 40,000 in property taxes in De Pere and which employs dozens and dozens of people who do business in this area everyday has a greater impact on the city's finances than the toddler shop located right under my office (for example), yet the city gives them preferential parking treatment at the expense of my operations. The two bars, the movie theater, and the yoga salon for example benefit because their customers often don't arrive until after 2:00pm when the enforcement of the parking rules seems to end, but those of us who are working all day every day during normal business hours get absolutely no relief from enforcement and are subject to getting tickets daily in the heart of our working hours.

I am a passionate supporter of the East De Pere Downtown area. We have just invested many thousands of dollars building a training center for our new hires to get their company orientation right next to our business office in the Old Ford Square Building, but with the constant hassle of having to move our cars every two hours because there are no long term parking spots available and the routine ticketing of vehicles it is becoming difficult to justify locating our business operations in the city's downtown area.

I hope the city will take action to remove the parking restrictions and/or make a significant improvement in the number of long term parking spots in the lots and on the streets in East De Pere.

Respectfully,

David Fry

April 26, 2016

City of De Pere
Attn: Parking Dept.
De Pere, WI 54115

Dear Sir or Madam,

I am a self-employed accountant with various clients around the Green Bay metro area. I frequently work in downtown East De Pere.

By the time I get my work done at my home office and arrive here in De Pere it is around 8:30 to 9am. I am at my client's location here for up to 12 hours per day. The problem that I encounter is that there is never any long term parking available by the time I arrive. I drive around looking to no avail and then end up moving my car from one short term spot to the next all day, (or parking at Seroogy's with many other workers who are in the same boat). I'm very frustrated with this situation as I'm wasting my time and my client's time.

While I believe De Pere to be the most beautiful location that I work at, it is also the least business friendly location from the aspect of parking available for the number of full day workers that are now employed in Downtown De Pere.

I'm writing you to ask that you please re-evaluate the parking situation in downtown De Pere, reassess the number of Businesses in the area that have full day workers that need all day parking and make the necessary increase in long term parking availability.

Thank you for your assistance in this matter.

Sincerely,



Debra Madigan

Deb-it Bookkeeping

**Michaels**Energy421 George Street | Suite 207 | De Pere, WI | 54115
p 920.360.1096 | www.michaelsenergy.com

May 3, 2016

City of De Pere335 S Broadway
De Pere, WI 54115

REFERENCE:

Parking in Downtown De Pere

To whom it may concern:

I am writing this letter on behalf of Michaels Energy, a tenant in the Old Ford Square Building. We have been a tenant of this building for four years, and have struggled with parking since day one. We've received tickets, nasty notes, and threats for parking in two-hour spots when no other long-term spots were available. We've taken this issue to the landlord on numerous occasions, but we've decided four years is long enough to deal with it, so we're bringing it directly to you.

There is absolutely not enough long-term parking in downtown De Pere (specifically East De Pere). We struggle to find spots, we watch other business owners and employees struggle to find spots, and we watch their customers (who often have appointments lasting much longer than 20 minutes, or even two hours) struggle to find spots. People working in downtown De Pere are constantly having to move their vehicles to avoid tickets, and this results in lost productivity during the workday.

We are asking that the parking be changed. We need more long-term parking. We love De Pere and want to continue doing business in this community, but this is becoming a major issue and has caused other tenants in the area to move elsewhere.

Please consider our request, and the requests of our neighbors. Thank you for your consideration.

Sincerely,

MICHAELS ENERGY

KRISTIN LAURSEN, DIRECTOR OF MARKETING & BUSINESS DEVELOPMENT

C:

**Michaels**Energy421 George Street | Suite 207 | De Pere, WI | 54115
p 920.360.1096 | www.michaelsenergy.co

May 3, 2016

CITY OF DE PERE
335 S Broadway
De Pere, WI 54115**To whom it may concern :**

I am an employee at Michaels Energy, located at 421 George Street, the Old Ford Square Building, in East De Pere. We have been located here just over four years now. Ever since we opened our office, parking has been an issue. There is simply not enough long-term parking in East De Pere. The long-term parking spots are most often full, and the many two-hour lots and areas are never full. However, if we park in a two-hour spot during our work day, we get ticketed. But there is no other parking options. That leads us to moving our car every two hours. That is a hassle and results in an extremely unproductive work day. More long-term parking lots would be a major benefit to a lot of us in East De Pere, especially those tenants in the Old Ford Square building.

Thank you for your consideration!

Sincerely,

MICHAELS ENERGY

BRITTANY SCHMOLL

c:

To whom it may concern,

My name is Katie Henkemeyer and I am a local business owner in downtown East De Pere. My business is Elevate Hair Studio, and we are located in the Old Ford Square building at 421 George Street. We are a service based business and we have clients in and out throughout the day and evening.

The reason for my letter is to address the lack of available public parking. Everything around us is developed and privately owned. Some owners are nice enough to let people use their lots without passes while others resort to ticketing unauthorized vehicles. As an owner, I understand they have the right to do both. People that work in our buildings try to leave the closer spaces for clients because we know where we can and can't park. I do feel that I also have a responsibility to my customers to try and provide them convenient parking.

Any effort to increase public parking or more clearly mark available parking would be greatly appreciated. We value all the people that come and spend their hard earned money in our historic downtown district. We want to do everything we can to make it convenient for those people to come to our businesses without having to worry about whether or not they will be ticketed for where they are parking.

Thank You,



Katie Henkemeyer

Owner

Elevate Hair Studio

To whom it may concern:

My name is Amanda Ellingson and I am an independent stylist at Elevate Hair Studio located in The Old Fort Square Building in east De Pere. I am writing you this letter to voice my opinion on the parking we have around our building. Most of the parking is limited time parking whether it is 20 minute parking or 2 hour parking we are running into some issues with our clients having not enough parking or for those who come in for chemical services, they are here for well over 2 hours so they are having a hard time finding a place to park without getting ticketed. And for me, I work 8 to 10 hours a day and not able to move my car every 2 hours to avoid a parking ticket. I would appreciate if you could take into consideration more long term parking. Thank you for taking the time to read this.

Sincerely,

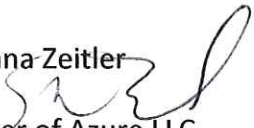
Amanda Ellingson
Elevate Hair Studio
421 George St. Suite 212
De Pere, WI



To whom it may concern,

This letter is referencing the very little long term parking for the stores in and around N. Wisconsin Street, De Pere WI 54115. As a small business we want to encourage our customers to shop the entire block of our neighbors as well as at our store. Having 20 minute parking for half of the spots located outside is not an adequate solution for the problem of our small businesses. On multiple occasions all of the "full-time" parking spots across from Alpha Delights and Associated Bank have been completely full. As a result many of the workers and business owners are forced to park in the Seroogy's parking lot or in front of our stores; we are then penalized with tickets. Seeing as it is not fair when we do park in Seroogy's (especially during their businesses peak holiday seasons) for the Seroogy owner, we would like more long term spots to be available.

Shanna Zeitler


Owner of Azure LLC

113 N. Wisconsin St

920-347-2720

Kimberly T. Flom

From: Peggy George <peggy@seizethedayevents.com>
Sent: Tuesday, June 07, 2016 7:03 PM
To: Kimberly T. Flom
Cc: Christopher Jensen
Subject: Proposed Ordinance change

Hi Kim, I am the account manager at Freshair Salon at 310 N Wisconsin St.

We have reviewed the proposal for long term parking (looks like about 60 spaces) and have the following concerns and suggestions:

The proposed two long term parking spaces are too far away from the strip mall tenants. Especially the spaces on the side of the vacant building. Tenants walk to their cars in the evenings many times with cash from the day's business. The lighting isn't good enough and it's a safety issue since even if the lot were better lit, the location is still too remote.

A better plan would be to use the lot between Broadway and Wisconsin. There are twelve rows. We propose using the back 5 spaces (those closest to Broadway) in each of row as long term parking. This plan is safer all around because this lot is better lit, better seen and is a more equitable distance for each tenant in the mall.

What are the plans for handicap parking in this space? There currently are only two.

I look forward to hearing from you Kim,

Best regards,
Peggy George

Peggy George



Seize the Day Events
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(p) 920.593.2959

(c) 920.265.3785

www.seizethedayevents.com

peggy@seizethedayevents.com



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Attachment: Email 6-7-16 (4833 : Ordinance #16-09, Conversion of Short Term Parking Stalls)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 21, 2016

DEPARTMENT: Plan Commission

FROM: Kimberly Flom

SUBJECT: Resolution #16-61, Accepting Offer of Province Builders & Realty Inc. (ED-2714).

ATTACHMENTS:

- Reso16-61 Accepting Offer of Province Builders & Realty Inc (ED-2714) (DOCX)
- Offer to Purchase ED2714-Province (PDF)
- Trailside Estates Council Memo 6-2016 (DOCX)
- Council Attachment 6-2016 (PDF)

RESOLUTION #16-61

ACCEPTING OFFER FROM PROVINCE BUILDERS & REALTY, INC.
TO PURCHASE PARCEL ED-2714
(2128 Ryan Road)

WHEREAS, in 2015, the City obtained title to ED-2714 (2128 Ryan Rd.) after tax foreclosure of the same by Brown County; and

WHEREAS, in addition to the costs incurred through payment to Brown County for the foreclosed taxes, penalties and fees ascribed to each parcel, the City has expended costs in excess of \$7,000 in razing and removing uninhabitable partial structures on such parcel and wishes to recoup the same; and

WHEREAS, Chief Building Inspector, in accordance with the action of the Common Council on March 15, 2016, advertised and received an offer to purchase ED-2714 from Province Builders & Realty, Inc. for the amount of twenty-eight thousand dollars (\$28,000.00) contingent upon a setback variance from the Zoning Board of Appeals. A copy of such Offer to Purchase is attached and incorporated as Exhibit A.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council accepts the Offer to Purchase (Exhibit A) contingent upon Province Builders & Realty Inc. amending its Offer to allow for binding acceptance thereof by the city on or before June 24, 2016; and the Council further and authorizes and directs the Chief Building Inspector to provide written notice of the City's acceptance of the offer to Province Builders & Realty Inc. on or before June 24, 2016.

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 21st day of June, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Approved by the Wisconsin Department of Regulation and Licensing
03-1-11 (Optional Use Date) 07-1-11 (Mandatory Use Date)

Province Builders & Realty,

Page 1 of 10, WB

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** May 25, 2016 **[DATE] IS (AGENT OF BUYER**
 2 **(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) [STRIKE THOSE NOT APPLICABLE]**
 3 **[GENERAL PROVISIONS]** The Buyer, PROVINCE BUILDERS & REALTY INC
 4 , offers to purchase the Property
 5 known as [Street Address] LOT 92 TRAILSIDE ESTATES ED-2174 EP-2714
 6 in the CITY of DE PERE, County of BROWN, Wisconsin (Insert
 7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
 8 ■ **PURCHASE PRICE:** Twenty-Eight Thousand
 9 Dollars (\$ 28,000.00).
 10 ■ **EARNEST MONEY** of \$ accompanies this Offer and earnest money of \$ 500.00
 11 will be mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or
 12 .
 13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
 14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the
 15 date of this Offer not excluded at lines 18-19, and the following additional items: SEWER, WATER, STORM SEWER MAINS
 16 & LATERALS, GUTTERS, HARD SURFACE STREETS, TELEPHONE, GAS, ELECTRICAL TO LOT LINE
 17
 18 ■ **NOT INCLUDED IN PURCHASE PRICE:** FUTURE SIDEWALKS
 19 .
 20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
 21 **and will continue to be owned by the lessor.**
 22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
 23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**
 24 ■ **ZONING:** Seller represents that the Property is zoned: RESIDENTIAL.
 25 **[ACCEPTANCE]** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
 26 copies of the Offer.
 27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
 28 **running from acceptance provide adequate time for both binding acceptance and performance.**
 29 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
 30 or before June 1, 2016. Seller may keep the Property on the
 31 market and accept secondary offers after binding acceptance of this Offer.
 32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
 33 **[OPTIONAL PROVISIONS]** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS
 34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
 35 OR ARE LEFT BLANK.
 36 **[DELIVERY OF DOCUMENTS AND WRITTEN NOTICES]** Unless otherwise stated in this Offer, delivery of documents and
 37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
 38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
 39 named at line 40 or 41.
 40 Seller's recipient for delivery (optional): Dave Hongisto City of De Pere
 41 Buyer's recipient for delivery (optional): Thomas J Riesenber Province Builders & Realty Inc
 42 ☒ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
 43 Seller: () Buyer: (920) 494-7490
 44 ☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
 45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
 46 delivery to the Party's delivery address at line 49 or 50.
 47 ☒ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
 48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
 49 Delivery address for Seller: 335 S Broadway De Pere, WI 54115
 50 Delivery address for Buyer: 2269 Fox Heights Lane Green Bay, WI 54304
 51 ☐ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
 52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
 53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
 54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
 55 E-Mail address for Seller (optional):
 56 E-Mail address for Buyer (optional):
 57 **[PERSONAL DELIVERY/ACTUAL RECEIPT]** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
 58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in the Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or to Buyer with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those identified in the Seller's disclosure report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

CLOSING This transaction is to be closed no later than _____ **
 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on **[CHECK BOX FOR APPLICABLE PRORATION FORMULA]:**

☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

☐ Current assessment times current mill rate (current means as of the date of closing)

☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

☐ _____

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **[STRIKE ONE]** lease(s), if any, are _____

_____. Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.

☐ **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit <http://www.dnr.state.wi.us>.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.

USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit <http://www.revenue.wi.gov/>.

FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

DEFINITIONS

■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.

■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- Government agency or court order requiring repair, alteration or correction of any existing condition.
- Land division or subdivision for which required state or local approvals were not obtained.
- A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).
- Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.
- A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.
- Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.

(Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage

loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in amount of not less than \$_____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$_____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or 526-534 or in an addendum attached per line 525.

■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

DEFINITIONS CONTINUED FROM PAGE 3

- n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems that are closed/abandoned according to applicable regulations.
- o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or governmental guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- q. Lack of legal vehicular access to the Property from public roads.
- r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.
- s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
- t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments.
- v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.
- aa. Existing or abandoned manure storage facilities on the Property.
- bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145).
- dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.

■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.

■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

PROPERTY DEVELOPMENT WARNING If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

Property Address: LOT 92 TRAILSIDE ESTATES ED-2174, ,

☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: construction of
single family home.

[insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The option provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, deliver written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

☐ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

☐ **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such development.

☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 CHECK

ALL THAT APPLY: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other: _____

☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: _____

☐ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: ☐ electricity _____; ☐ gas _____; ☐ sewer _____; ☐ water _____; ☐ telephone _____; ☐ cable _____; ☐ other _____

☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____ CHECK ALL THAT APPLY, and delivering written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed use described at lines 306-308.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____

[STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**

Also consider the time required to obtain the map when setting the deadline. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, total square footage, acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage information if material to Buyer's decision to purchase.

EARNEST MONEY

■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.

CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

Property Address: LOT 92 TRAILSIDE ESTATES ED-2174, ,

☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. Other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: _____.

If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

TITLE EVIDENCE

■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and in this Offer, general taxes levied in the year of closing and _____.

which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

ADDITIONAL PROVISIONS/CONTINGENCIES ** closing to take place 1 (one) week from approval of variance granted.

This offer is subject to the City of De Pere approving the front setback to 25'. Buyer is aware there was a home on this lot prior and the entire foundation & home has been removed. Buyer is aware he may incur additional costs due to soil conditions from said removal of home & foundation.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

- (1) sue for specific performance; or
- (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity.

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____

(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).

This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the Buyer had actual knowledge or written notice before signing this Offer.

■ RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

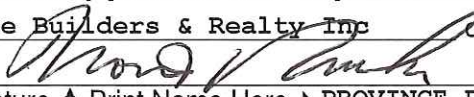
☐ **ADDENDA:** The attached _____ is/are made part of this Offer.

ADDITIONAL PROVISIONS/CONTINGENCIES Buyer is a licensed RE Broker in the State of Wisconsin.

This is a cash offer, no financing involved.

This Offer was drafted by [Licensee and Firm] Thomas J Riesenberg

Province Builders & Realty Inc on May 25, 2016

(x)  5-25-16
Buyer's Signature ▲ Print Name Here ► PROVINCE BUILDERS & REALTY INC Date ▲

(x) _____
Buyer's Signature ▲ Print Name Here ► _____ Date ▲

EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

Broker (By) _____

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

(x) _____
Seller's Signature ▲ Print Name Here ► _____ Date ▲

(x) _____
Seller's Signature ▲ Print Name Here ► _____ Date ▲

This Offer was presented to Seller by [Licensee and Firm] _____

_____ on _____ at _____ a.m./p.m.

This Offer is rejected _____ This Offer is countered [See attached counter] _____
Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

City of De Pere MEMORANDUM



To: De Pere Common Council
 From: Kimberly Flom, Economic Development & Planning Director
 Date: June 14, 2016

RE: **Trailside Estates – 795 Killarny Trail and 2128 Ryan Road Offers to Purchase**

PROJECT SUMMARY

In March of 2016, the Common Council authorized the City Building Inspector, Dave Hongisto, to market the remaining two Trailside Estates lots (795 Killarny Trail and 2128 Ryan Road). The attached offers to purchase have been submitted by Tom Riesenberg of Province Builders. He also purchased, and subsequently constructed a spec home, on the 741 Killarny property. The offers propose a price of \$31,000 for 795 Killarny and \$28,000 for 2128 Ryan Road.

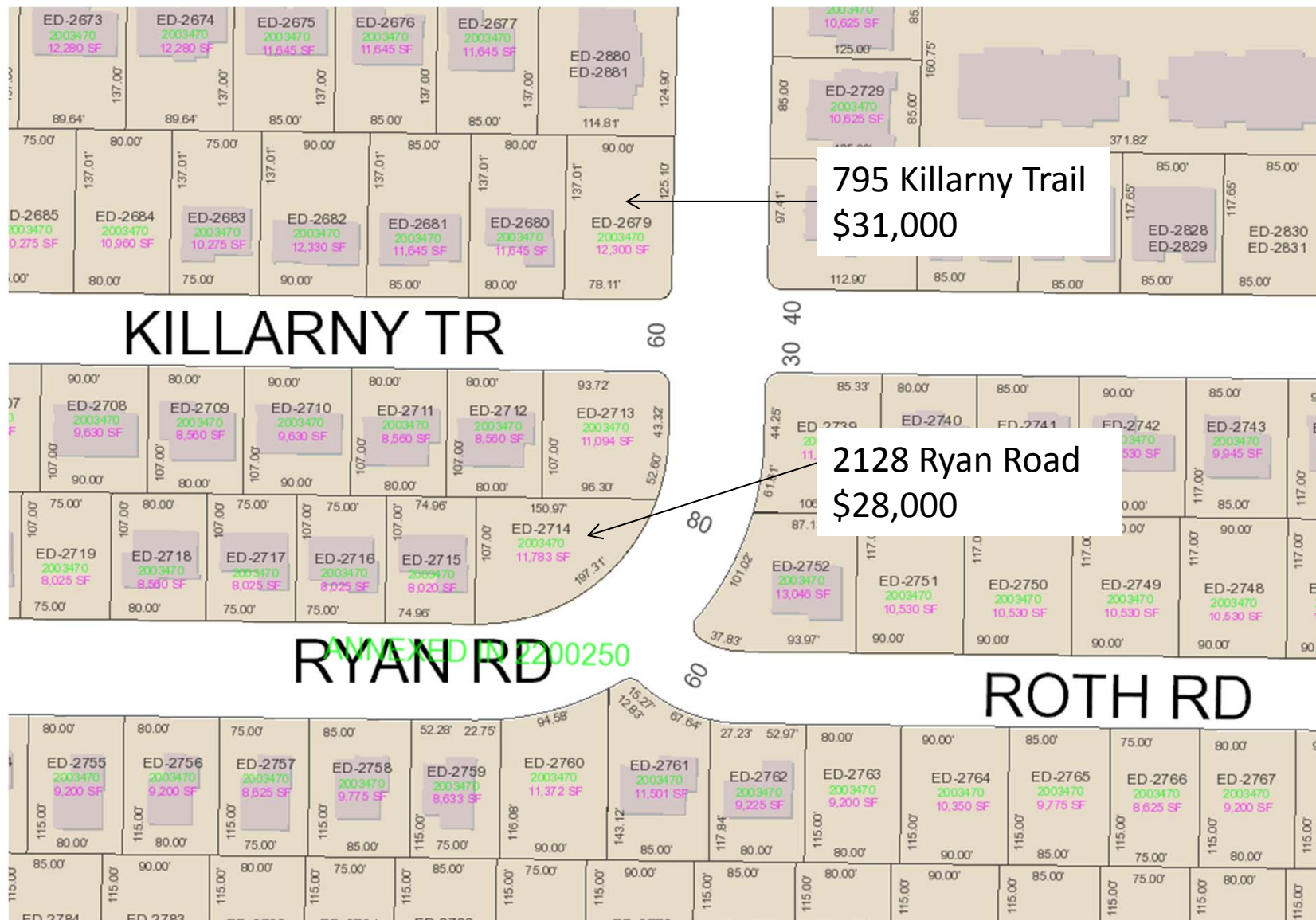
In March, the Council authorized the sale of 741 Killarny for \$31,500. The City paid approximately \$15,500 per lot in acquisition and demolition costs. If approved by the Council, the seller hopes to close on the properties between June 28 and June 30.

Please contact me with any questions about this item.

c: Michael Walsh, Mayor
 Larry Delo, City Administrator
 Judith Schmidt-Lehman, City Attorney

Attachment: Trailside Estates Council Memo 6-2016 (4839 : Resolution #16-61, Accepting Offer of Province Builders & Realty Inc. (ED-2714).)

Trailside Estates Lots – Offers to Purchase



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 21, 2016

DEPARTMENT: Common Council

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #16-62, Accepting Offer From Thomas J. Riesenbergs and Terry A. Riesenbergs to Purchase Parcel ED-2679 (795 Killarny Trail).

ATTACHMENTS:

- Reso16-62 (DOCX)
- Offer to Purchase ED2679 -Riesenbergs (PDF)
- Trailside Estates Council Memo 6-2016 (DOCX)
- Council Attachment 6-2016 (PDF)

RESOLUTION #16-62

ACCEPTING OFFER FROM THOMAS J. RIESENBERG AND TERRY A. RIESENBERG
TO PURCHASE PARCEL ED-2679
(795 Killarny Trail)

WHEREAS, in 2015, the City obtained title to ED-2679 (795 Killarny Trail) after tax foreclosure of the same by Brown County; and

WHEREAS, in addition to the costs incurred through payment to Brown County for the foreclosed taxes, penalties and fees ascribed to each parcel, the City has expended costs in excess of \$7,000 in razing and removing uninhabitable partial structures on such parcel and wishes to recoup the same; and

WHEREAS, Chief Building Inspector, in accordance with the action of the Common Council on March 15, 2016, advertised and received an offer to purchase ED-2679 from Thomas J. Riesenber and Terry A. Riesenber for the amount of thirty-one thousand five hundred dollars (\$31,500.00). A copy of such Offer to Purchase is attached and incorporated as Exhibit A.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council accepts the Offer to Purchase (Exhibit A) contingent upon Thomas J. Riesenber and Terry A. Riesenber amending their Offer to allow for binding acceptance thereof by the city on or before June 24, 2016; and the Council further and authorizes and directs the Chief Building Inspector to provide written notice of the City's acceptance of the offer to Province Builders & Realty Inc. on or before June 24, 2016.

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 21st day of June, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Approved by the Wisconsin Department of Regulation and Licensing
03-1-11 (Optional Use Date) 07-1-11 (Mandatory Use Date)

Province Builders & Realty,

Page 1 of 10, WB

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** May 25, 2016 **[DATE] IS (AGENT OF BUYER**
 2 **(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) [STRIKE THOSE NOT APPLICABLE]**
 3 **GENERAL PROVISIONS** The Buyer, Thomas J Riesenberg, Terry A Riesenberg
 4 _____, offers to purchase the Property
 5 known as [Street Address] Lot 57 Trailside Estates ED-2679
 6 in the _____ of _____ City _____, County of _____ De Pere _____, Wisconsin (Insert
 7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
 8 ■ **PURCHASE PRICE:** Thirty-One Thousand
 9 _____ Dollars (\$ 31,000.00).
 10 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ 500.00
 11 will be mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or
 12 _____.
 13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
 14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the
 15 date of this Offer not excluded at lines 18-19, and the following additional items: sewer, water, storm sewer mains
 16 & laterals, gutters, hard surface street, underground telephone, gas & electric to lot line.
 17 _____
 18 ■ **NOT INCLUDED IN PURCHASE PRICE:** future sidewalks
 19 _____.
 20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
 21 **and will continue to be owned by the lessor.**
 22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
 23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**
 24 ■ **ZONING:** Seller represents that the Property is zoned: residential
 25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
 26 copies of the Offer.
 27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
 28 **running from acceptance provide adequate time for both binding acceptance and performance.**
 29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
 30 or before June 1, 2016. Seller may keep the Property on the
 31 market and accept secondary offers after binding acceptance of this Offer.
 32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
 33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS
 34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
 35 OR ARE LEFT BLANK.
 36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
 37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
 38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
 39 named at line 40 or 41.
 40 Seller's recipient for delivery (optional): Dave Hongisto City of De Pere
 41 Buyer's recipient for delivery (optional): Thomas J Riesenberg Province Builders & Realty Inc
 42 ☒ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
 43 Seller: (_____) Buyer: (920) 494-7490
 44 ☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
 45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
 46 delivery to the Party's delivery address at line 49 or 50.
 47 ☒ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
 48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
 49 Delivery address for Seller: 335 S. Broadway De Pere, WI 54115
 50 Delivery address for Buyer: 2269 Fox Heights Lane Green Bay, WI 54304
 51 ☐ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
 52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
 53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
 54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
 55 E-Mail address for Seller (optional): _____
 56 E-Mail address for Buyer (optional): _____
 57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
 58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in the Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or to Buyer with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those identified in the Seller's disclosure report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

CLOSING This transaction is to be closed no later than June 22, 2016 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on **[CHECK BOX FOR APPLICABLE PRORATION FORMULA]:**

☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

☐ Current assessment times current mill rate (current means as of the date of closing)

☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are _____

_____. Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.

☐ **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit <http://www.dnr.state.wi.us>.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.

USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit <http://www.revenue.wi.gov/>.

FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

DEFINITIONS

■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.

■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- Government agency or court order requiring repair, alteration or correction of any existing condition.
- Land division or subdivision for which required state or local approvals were not obtained.
- A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).
- Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.
- A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.
- Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.

(Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written [INSERT LOAN PROGRAM OR SOURCE] first mortgage

loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in amount of not less than \$_____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$_____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or 526-534 or in an addendum attached per line 525.

■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

DEFINITIONS CONTINUED FROM PAGE 3

- n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems n closed/abandoned according to applicable regulations.
- o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- q. Lack of legal vehicular access to the Property from public roads.
- r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.
- s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
- t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments.
- v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.
- aa. Existing or abandoned manure storage facilities on the Property.
- bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145).
- dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.

■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.

■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

PROPERTY DEVELOPMENT WARNING If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

Property Address: Lot 57 Trailside Estates, De Pere, WI

Page 6 of 10, WE

☒ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: building single family home.

[insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The option provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

☐ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

☐ **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such development.

☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 CHECK

ALL THAT APPLY: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other: _____.

☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: _____.

☐ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: ☐ electricity _____; ☐ gas _____; ☐ sewer _____; ☐ water _____; ☐ telephone _____; ☐ cable _____; ☐ other _____.

☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____ CHECK ALL THAT APPLY, and delivering written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed use described at lines 306-308.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and:

[STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**

Also consider the time required to obtain the map when setting the deadline. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, total square footage, acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage information if material to Buyer's decision to purchase.

EARNEST MONEY

HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.

CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. Other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: _____.

If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

TITLE EVIDENCE

■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and in this Offer, general taxes levied in the year of closing and _____.

which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

ADDITIONAL PROVISIONS/CONTINGENCIES Buyer is aware there was a home on this lot prior and the entire foundation and home has been removed. Buyer is aware he may incur additional costs due to soil conditions from said removal of home and foundation.

This is a cash offer, there is no financing involved.

15.b
467 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
468 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
469 defaulting party to liability for damages or other legal remedies.

470 If **Buyer defaults**, Seller may:

- 471 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
472 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
473 actual damages.

474 If **Seller defaults**, Buyer may:

- 475 (1) sue for specific performance; or
476 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

477 In addition, the Parties may seek any other remedies available in law or equity.

478 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
479 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
480 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
481 law those disputes covered by the arbitration agreement.

482 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
483 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
484 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
485 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
486 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

487 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
488 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
489 inures to the benefit of the Parties to this Offer and their successors in interest.

490 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
491 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
492 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
493 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
494 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
495 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
496 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
497 authorization for inspections does not authorize Buyer to conduct testing of the Property.

498 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
499 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
500 **material terms of the contingency.**

501 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
502 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
503 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
504 to the Wisconsin Department of Natural Resources.

Property Address: Lot 57 Trailside Estates, De Pere, WI

Page 10 of 10, WE

☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____

(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).

This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the Buyer had actual knowledge or written notice before signing this Offer.

■ RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

☐ **ADDENDA:** The attached _____ is/are made part of this Offer.

ADDITIONAL PROVISIONS/CONTINGENCIES Buyer Thomas J Riesenberg is a licensed RE Broker in the State of Wisconsin.

This Offer was drafted by [Licensee and Firm] Thomas J Riesenberg

Province Builders & Realty Inc on May 25, 2016

(x) Thomas J Riesenberg 5-25-16
Buyer's Signature ▲ Print Name Here ▶ Thomas J Riesenberg Date ▲

(x) Terry A Riesenberg 5-25-16
Buyer's Signature ▲ Print Name Here ▶ Terry A Riesenberg Date ▲

EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

Broker (By)

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

(x) _____
Seller's Signature ▲ Print Name Here ▶ Date ▲

(x) _____
Seller's Signature ▲ Print Name Here ▶ Date ▲

This Offer was presented to Seller by [Licensee and Firm] _____

_____ on _____ at _____ a.m./p.m.

This Offer is rejected _____ This Offer is countered [See attached counter] _____
Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

City of De Pere MEMORANDUM



To: De Pere Common Council
 From: Kimberly Flom, Economic Development & Planning Director
 Date: June 14, 2016

RE: **Trailside Estates – 795 Killarny Trail and 2128 Ryan Road Offers to Purchase**

PROJECT SUMMARY

In March of 2016, the Common Council authorized the City Building Inspector, Dave Hongisto, to market the remaining two Trailside Estates lots (795 Killarny Trail and 2128 Ryan Road). The attached offers to purchase have been submitted by Tom Riesenbergh of Province Builders. He also purchased, and subsequently constructed a spec home, on the 741 Killarny property. The offers propose a price of \$31,000 for 795 Killarny and \$28,000 for 2128 Ryan Road.

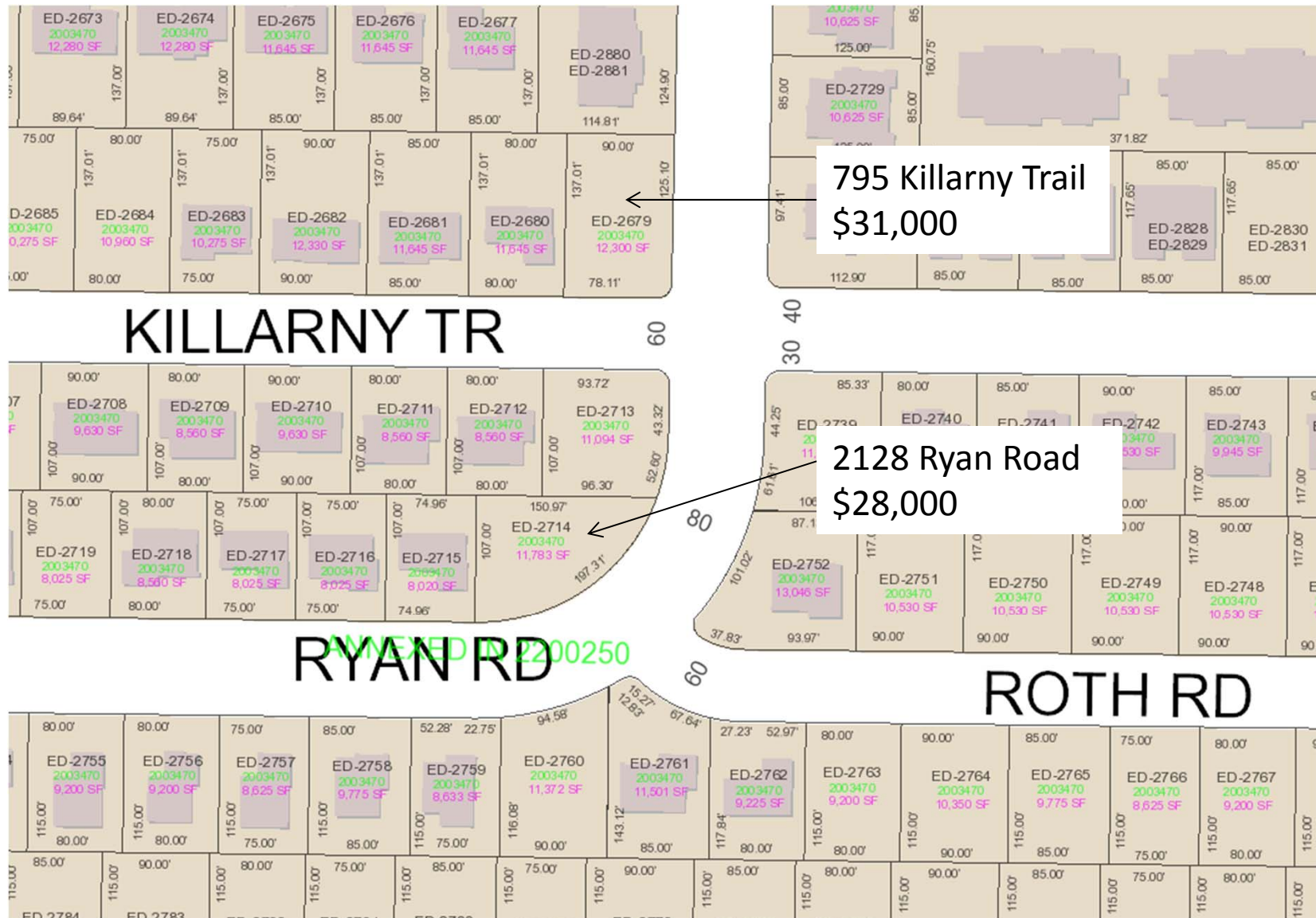
In March, the Council authorized the sale of 741 Killarny for \$31,500. The City paid approximately \$15,500 per lot in acquisition and demolition costs. If approved by the Council, the seller hopes to close on the properties between June 28 and June 30.

Please contact me with any questions about this item.

c: Michael Walsh, Mayor
 Larry Delo, City Administrator
 Judith Schmidt-Lehman, City Attorney

Attachment: Trailside Estates Council Memo 6-2016 (4847 : Resolution #16-62, Accepting Offer From Thomas J. Riesenbergh and Terry A.

Trailside Estates Lots – Offers to Purchase



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

MEETING DATE: June 21, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #16-63, Accepting Storm Water Easement from Kwik Trip, Inc. (Parcel WD-451).

ATTACHMENTS:

- Reso16-63 (DOCX)
- Storm Water Easement - De Pere WD-451 (DOC)
- Mayor & CC- WD451 storm sewer easement memo (DOCX)

RESOLUTION #16-63

ACCEPTING STORM SEWER EASEMENT FROM KWIK TRIP, INC.
(Parcel WD-451)

WHEREAS, the City has requested that Kwik Trip Inc. convey a storm sewer easement regarding the City's 12-inch storm sewer pipe existing along the north property line of WD-451; and

WHEREAS, the Storm Sewer Easement attached and incorporated as Exhibit 1 accomplishes such easement conveyance; and

WHEREAS, this matter has been reviewed by the Plan Commission which recommends acceptance thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute such Storm Sewer Easement as is attached as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of June, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-63 (4794 : Resolution 16-63, Kwik Trip)

STORM WATER EASEMENT

For good and valuable consideration, the receipt of which is acknowledged, Kwik Trip, Inc., a Wisconsin corporation ("Grantor") grants and conveys to the City of De Pere ("Grantee"), a permanent non-exclusive easement as legally described on attached Exhibit A ("Easement Property").

1. Grantor hereby grants and conveys to Grantee, for the benefit of Grantee, a permanent non-exclusive storm water easement under the Easement Property to operate, maintain, inspect, repair and replace storm water facilities and appurtenances in and through the Easement Property. Grantee shall be responsible for all costs related to the operation, maintenance, inspection, repair and replacement of the storm water facilities and appurtenances.

2. Such use by Grantee of the Easement Property shall not unreasonably interfere with Grantor's use and enjoyment of Grantor's Property, including the Easement Property.

3. No building or other structure shall be permitted on or within the Easement Property, and no other use shall be made of the Property that interferes with the exercise of the Grantees' rights; provided, however, that Grantee acknowledges that a non-exclusive easement already exists on the Easement Property in favor of Wisconsin Bell Telephone Company a.k.a. Ameritech Wisconsin, a Wisconsin corporation, dated March 29, 1999 and recorded in the Brown County Register of Deeds' office on April 14, 1999 as Document No. 1687555.

4. Following any entry upon the Easement Property by Grantee or its contractors for the purposes set forth in Paragraph 1 above, Grantee shall cause the surface to be restored to the condition existing prior to such entry to the extent reasonably possible.

5. Grantor warrants that it has good title to the Easement Property and full right and authority to grant the foregoing easement.

THIS SPACE RESERVED FOR RECORDING DATA

Return to:

Kwik Trip, Inc.

P. O. Box 2107

La Crosse, WI 54602-2107

P.I.N.

_____WD-451_____

Attachment: Storm Water Easement - De Pere WD-451 (4794 : Resolution 16-63, Kwik Trip)

6. This Storm Water Easement shall run with the land and be binding on, and inure to the benefit of, the assigns and successors in interest of Grantor and Grantee.

GRANTOR: KWIK TRIP, INC.

Dated: _____, 2016.

By: _____

GRANTEE: CITY OF DEPERE

Dated: _____, 2016.

By: _____

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally came before me on _____, 2016, the above named _____, known to me to be the _____ of Kwik Trip, Inc., a Wisconsin corporation, and to be the person who executed the foregoing instrument and acknowledged the same.

Notary public, _____ County, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
BROWN COUNTY)

Personally came before me on _____, 2016, the above named _____, known to me to be the _____ of the City of De Pere, Wisconsin, and to be the person who executed the foregoing instrument and acknowledged the same.

Notary public, _____ County, Wisconsin
My commission: _____

This instrument drafted by:
Thomas E. Reinhart
P. O. Box 2107
La Crosse, WI 54602-2107

Attachment: Storm Water Easement - De Pere WD-451 (4794 : Resolution 16-63, Kwik Trip)

**EXHIBIT A
EASEMENT PROPERTY**

The northerly 10 feet of Lot 1 of CSM No. 8633

Attachment: Storm Water Easement - De Pere WD-451 (4794 : Resolution 16-63, Kwik Trip)

CITY OF DE PEREMEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Acceptance of Storm Sewer Easement (Parcel WD-451)
Date: June 21, 2016

The site plan approval for the Kwik Trip development at 746 Main Avenue included the requirement that Kwik Trip provide a storm sewer easement for an existing storm sewer pipe running along the northerly property line. The Easement document provided by Kwik Trip satisfies this requirement.

Acceptance of this Easement is recommended.

Attachment: Mayor & CC- WD451 storm sewer easement memo (4794 : Resolution 16-63, Kwik Trip)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 21, 2016

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Resolution #16-64, Authorizing Agreement Between Brown County Health Department and City of De Pere for Pool Water Analysis.

The agreement with the Brown County Health Department is attached. This agreement will allow for the utilization of Brown County Health Department's lab services to analyze the City of De Pere's public pool water for the presence/absence of coliform bacteria and E. coli. In accordance with DHS 172.16(3), the local health department may test public pool water for bacteria to assure the public's health. The cost to conduct this service was approved through the annual budget cycle and this specific agreement was reviewed and approved by the Board of Health at the 5/16/2016 committee meeting. Please contact me with any questions.

ATTACHMENTS:

- Reso16-64 (DOCX)
- City of De Pere Pool Testing Agreement 2016 DP edits 5.18.2016 (PDF)

RESOLUTION #16-64

AUTHORIZING AGREEMENT BETWEEN
BROWN COUNTY HEALTH DEPARTMENT AND CITY OF DE PERE
FOR POOL WATER ANALYSIS

WHEREAS, the Brown County Health Department (BCHD) has an interest in individual and community health and well-being for individuals living, working and visiting the Brown County area and strives to ensure optimal public health; and

WHEREAS, the City of De Pere Health Department (CDHD), as a public health department serving the needs of the City of De Pere, has an interest in protecting the quality of the water in recreational pools within its jurisdiction; and

WHEREAS, BCHD has the ability to do laboratory analysis of water samples to determine the quality of water for public use; and

WHEREAS, CDHD desires to deliver water samples from their licensed recreational pools to the BCHD for testing and laboratory analysis; and

WHEREAS, this Agreement has been reviewed by the Board of Health, which recommends approval thereof.

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into the Agreement between the Brown County Health Department and the City of De Pere, a copy of which is attached and incorporated as Exhibit A.

BE IT FURTHER RESOLVED, THAT:

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

Attachment: Reso16-64 (4803 : Resolution #16-64, Pool Water Analysis)

Resolution #16-64
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of
June, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-64 (4803 : Resolution #16-64, Pool Water Analysis)

**2016
AGREEMENT BETWEEN
BROWN COUNTY HEALTH DEPARTMENT
AND CITY OF DE PERE**

This Agreement is between Brown County, Wisconsin, a quasi-municipal corporation, through its Brown County Health Department, located at 610 S. Broadway Street, Green Bay, WI 54303, (hereinafter referred to as "BCHD") and the City of De Pere, Wisconsin, a Wisconsin municipal corporation, through its Health Department, located at 335 S. Broadway, Street, De Pere, WI 54115, (hereinafter referred to as "CDHD"). Brown County Health Department and City of De Pere Health Department hereinafter referred to individually as a "Party" or collectively as the "Parties.

RECITALS

WHEREAS, BCHD has an interest in individual and community health and well-being for individuals living, working and visiting the Brown County area and strives to ensure optimal public health; and,

WHEREAS, CDHD, as a public health department serving the needs of the City of De Pere has an interest in protecting the quality of the water in recreational pools within its jurisdiction; and,

WHEREAS, BCHD has the ability to do laboratory analysis of water samples to determine the quality of water for public use; and,

WHEREAS, CDHD desires to deliver water samples from their licensed recreational pools to the BCHD for testing and laboratory analysis.

NOW THEREFORE, the Parties agree as follows:

1. The above recitals are true, correct and incorporated into this Agreement.

2. BCHD agrees to:

☐ Test a minimum of thirty-one (31) samples of water taken by the CDHD during the term of this agreement at \$15/test or four hundred sixty-five dollars (\$465.00). Additional samples may be submitted for re-test analysis at the rate of \$15.00 per additional sample tested.

☐ Conduct total coliform and E. coli bacteria absence or presence analyses of said samples.

☐ Provide all necessary sample containers.

☐ Provide copies of all test results to the CDHD in the time frame agreed to between the Directors of Health for Brown County and De Pere and set out in writing.

3. CDHD agrees to:

☐ Collect and deliver all samples to the BCHD laboratory on a written schedule determined by the Director of the BCHD in cooperation with the CDHD. All samples will be delivered between 8:00 AM to 4:00 PM on the scheduled day.

☐ Deliver any re-test samples to the BCHD Laboratory Monday through Thursday between 8:00 AM and 4:00 PM during non-holiday weeks.

☐ Pay BCHD \$15/sample for the period covered by this agreement with payment to be made in three equal installments due on or before April 15, August 15, and December 15, 2016. Payments are to be made by the CDHD to the BCHD in a timely manner with or without the issuance of an invoice by the BCHD. Additional re-test fees will be added to billing installments as accrued.

4. TERM: The term of this Agreement commences on January 1, 2016 and run through December 31, 2016. This Agreement may be renewed for additional one (1) year periods by mutual consent of the Directors of BCHD and CDHD.

5. TERMINATION: This Agreement may be terminated by either Party for any reason, or no reason, by the Party desiring termination giving thirty (30) days prior written notice of said termination to the other Party. Upon termination any amounts due to the BCHD shall be prorated based on the number of tests done in that billing period. Final payment of all amounts due to the BCHD shall be made no later than thirty (30) days from the date of termination.

6. NOTICES: Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested, or by a recognized commercial courier that guarantees delivery with proof of delivery, and addressed to the appropriate party as follows:

De Pere Health Department
City of De Pere Director/Health Officer
335 S. Broadway Street
De Pere, WI 54115
Phone: (920) 339-4054
Fax: (920) 339-2745

Brown County Health Department:
Brown County Director of Health
610 S. Broadway Street, Rm. 201
Green Bay, WI 54303
Phone: (920) 448-6400
Fax: (920) 448-6479

All other correspondence shall be addressed as above, but may be sent by "U.S. Mail" and deemed delivered upon receipt by the addressee. The above addresses may be changed at any time by the Party giving notice in writing to the other Party in the manner provided above.

7. **AMENDMENTS:** This Agreement is the entire understanding between the undersigned Parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each Party, which amendment expressly states that it is the intention of the Parties to amend this Agreement.

8. **SEVERABILITY:** The provisions of this Agreement are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Agreement.

9. **THIRD PARTY BENEFICIARY:** Nothing in this Agreement nor any act of the undersigned Parties shall be deemed or construed to create any relationship of third party beneficiary, of principal or agent, of limited or general partners, of joint venture, or of any association whatsoever between the Parties hereto.

10. **CONSTRUCTION:** All Parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.

11. **GOVERNING LAW:** Any lawsuits related to or arising under this Agreement shall be commenced and tried in the Courts of Brown County, Wisconsin and the BCHD and the CDHD shall submit to the jurisdiction of the Brown County, Wisconsin courts for such lawsuits. In all respects, this Agreement and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

12. **SIGNATURE AUTHORITY:** The persons signing this Agreement warrant that they have been authorized to enter into this Agreement by and on behalf of their respective Parties and that they have full and complete authority to bind their respective Parties by executing this Agreement.

[The remainder of this page intentional left blank]

2016 AGREEMENT BETWEEN
BROWN COUNTY BROWN COUNTY HEALTH DEPARTMENT
AND DE PERE HEALTH DEPARTMENT

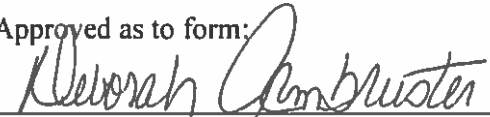
BROWN COUNTY:

Troy Streckenbach, Executive
Brown County

Date

BROWN COUNTY HEALTH DEPARTMENT:

Approved as to form:



Deborah Armbruster, Interim Health Director
Brown County Health Department

5-31-2016

Date

DE PERE HEALTH DEPARTMENT

Chrystal Woller, Director/Health Officer
City of De Pere Health Department

Date

Mike Walsh, Mayor
City of De Pere

Date

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 21, 2016

DEPARTMENT: Public Works

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #16-65, Authorizing Compliance Maintenance Annual Report (CMAR) for Wastewater Collection System.

The Board of Public Works at the June 13, 2016 meeting approved the Compliance Maintenance Annual Report for submittal to the Wisconsin Department of Natural Resources.

The Engineering Department has completed the Compliance Maintenance Annual Report (CMAR) for the wastewater collection system. The CMAR is required by the Wisconsin Department of Natural Resources (WDNR). The report scores the City wastewater collection system based on Financial Management and the Collection System.

Included with this memo are the results of the CMAR. The City received a grade A on the Financial Management and A on the Collection System.

ATTACHMENTS:

- Reso16-65 (DOCX)
- CE-WDNR-CMAR (PDF)

RESOLUTION #16-65

APPROVING COMPLIANCE MAINTENANCE ANNUAL REPORT
FOR WASTEWATER COLLECTION SYSTEM

WHEREAS, Chapter NR 208, Wis. Adm. Code, requires that the City of De Pere, as the owner of a wastewater collection system, prepare a Compliance Maintenance Annual Report and deliver the same to the Department of Natural Resources; and

WHEREAS, the Board of Public Works has reviewed the attached Compliance Maintenance Annual Report for the reporting year 2015 and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby has reviewed and approves submittal of the Compliance Maintenance Annual Report to the State Wisconsin Department of Natural Resources.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of June, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-65 (4834 : Resolution #16-65, CMAR for Wastewater Collection System)

Compliance Maintenance Annual Report

18.b

De Pere, City

Last Updated: Reporting For:
6/8/2016 2015

Financial Management

1. Provider of Financial Information Name: Joe Zegers Telephone: (920) 339-4041 (XXX) XXX-XXXX E-Mail Address (optional): jzegers@mail.de-pere.org																			
2. Treatment Works Operating Revenues 2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ? ☒ Yes (0 points) ☐ No (40 points) If No, please explain: 2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2015 ☒ 0-2 years ago (0 points) ☐ 3 or more years ago (20 points) ☐ N/A (private facility) 2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system? ☒ Yes (0 points) ☐ No (40 points)	0																		
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]																			
3. Equipment Replacement Funds 3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2015 ☒ 1-2 years ago (0 points) ☐ 3 or more years ago (20 points) ☐ N/A If N/A, please explain: 3.2 Equipment Replacement Fund Activity <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 30%;"> 150,000.00 </td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: right;">\$</td> <td> 0.00 </td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td style="text-align: right;">\$</td> <td> 150,000.00 </td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: right;">\$</td> <td> 0.00 </td> </tr> <tr> <td>3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)</td> <td style="text-align: right;">\$</td> <td> 0.00 </td> </tr> <tr> <td>3.2.6 Ending Balance as of December 31st for CMAR Reporting Year</td> <td style="text-align: right;">\$</td> <td> 150,000.00 </td> </tr> </table>	3.2.1 Ending Balance Reported on Last Year's CMAR	\$	150,000.00	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	0.00	3.2.3 Adjusted January 1st Beginning Balance	\$	150,000.00	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	\$	0.00	3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)	\$	0.00	3.2.6 Ending Balance as of December 31st for CMAR Reporting Year	\$	150,000.00	
3.2.1 Ending Balance Reported on Last Year's CMAR	\$	150,000.00																	
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	0.00																	
3.2.3 Adjusted January 1st Beginning Balance	\$	150,000.00																	
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	\$	0.00																	
3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)	\$	0.00																	
3.2.6 Ending Balance as of December 31st for CMAR Reporting Year	\$	150,000.00																	

Attachment: CE-WDNR-CMAR (4834 : Resolution #16-65, CMAR for Wastewater Collection System)

Compliance Maintenance Annual Report

18.b

De Pere, City

Last Updated: Reporting For:

6/8/2016

2015

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP link under Info in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

☒ Yes

☐ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

☒ Yes - If Yes, please provide major project information, if not already listed below.

☐ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Sewer Lining	266000	2016
2	Manhole Rehabilitation and Pipe Joint Repair	100000	2016
3	Sewer Reconstruction	500000	2016
4	Sewer Televis and Repair	200000	2016
5	Sewer Lining	266000	2017
6	Televis and Repair	200000	2017
7	Manhole Rehabilitation and Pipe Joint Repair	100000	2017
8	Sewer Lining	266000	2018
9	Manhole Rehabilitation and Pipe Joint Repair	100000	2018
10	Televis and Repair	200000	2018

5. Financial Management General Comments

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Attachment: CE-WDNR-CMAR (4834 : Resolution #16-65, CMAR for Wastewater Collection System)

De Pere, City

Last Updated: Reporting For:
6/8/2016 2015

Sanitary Sewer Collection Systems

1. CMOM Program

1.1 Do you have a Capacity, Management, Operation & Maintenance (CMOM) requirement in your WPDES permit?

☐ Yes☒ No

1.2 Did you have a documented (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance (O&M) or CMOM program last calendar year?

☒ Yes (Continue with question 1)☐ No (30 points) (Go to question 2)

1.3 Check the elements listed below that are included in your O&M or CMOM program.

☒ Goals

Describe the specific goals you have for your collection system:

Continue to rehabilitate sewers in areas of street improvements. Continue identifying sewers in easements, alleys, and street resurfacing areas for lining. Identify areas of inflow and infiltration, including directly connected roof drains in the downtown areas of the City.

☒ Organization

Do you have the following written organizational elements (check only those that apply)?

☒ Ownership and governing body description☐ Organizational chart☐ Personnel and position descriptions☐ Internal communication procedures☐ Public information and education program☒ Legal Authority

Do you have the legal authority for the following (check only those that apply)?

☒ Sewer use ordinance Last Revised Date (MM/DD/YYYY) 12/18/2007☒ Pretreatment/industrial control Programs☒ Fat, oil and grease control☒ Illicit discharges (commercial, industrial)☒ Private property clear water (sump pumps, roof or foundation drains, etc.)☒ Private lateral inspections/repairs☐ Service and management agreements☒ Maintenance Activities (provide details in question 2)☒ Design and Performance Provisions

How do you ensure that your sewer system is designed and constructed properly?

☒ State plumbing code☒ DNR NR 110 standards☒ Local municipal code requirements☒ Construction, inspection, and testing☐ Others:☒ Overflow Emergency Response Plan:

Does your emergency response capability include (check only those that apply)?

☐ Alarm system and routine testing☒ Emergency equipment☒ Emergency procedures☒ Communications/notifications (DNR, internal, public, media, etc.)☒ Capacity Assurance:

How well do you know your sewer system? Do you have the following?

Attachment: CE-WDNR-CMAR (4834 : Resolution #16-65, CMAR for Wastewater Collection System)

Compliance Maintenance Annual Report

18.b

De Pere, City

Last Updated: Reporting For:
6/8/2016 2015

- ☒ Current and up-to-date sewer map
- ☒ Sewer system plans and specifications
- ☒ Manhole location map
- ☐ Lift station pump and wet well capacity information
- ☐ Lift station O&M manuals

Within your sewer system have you identified the following?

- ☐ Areas with flat sewers
- ☐ Areas with surcharging
- ☐ Areas with bottlenecks or constrictions
- ☐ Areas with chronic basement backups or SSOs
- ☐ Areas with excess debris, solids, or grease accumulation
- ☐ Areas with heavy root growth
- ☒ Areas with excessive infiltration/inflow (I/I)
- ☐ Sewers with severe defects that affect flow capacity
- ☒ Adequacy of capacity for new connections
- ☐ Lift station capacity and/or pumping problems
- ☐ Annual Self-Auditing of your O&M/CMOM Program to ensure above components are being implemented, evaluated, and re-prioritized as needed
- ☐ Special Studies Last Year (check only those that apply):
 - ☐ Infiltration/Inflow (I/I) Analysis
 - ☐ Sewer System Evaluation Survey (SSES)
 - ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
 - ☐ Lift Station Evaluation Report
 - ☐ Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	20	% of system/year
Root removal	20	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	20	% of system/year
Manhole inspections	20	% of system/year
Lift station O&M	0	# per L.S./year
Manhole rehabilitation	1	% of manholes rehabbed
Mainline rehabilitation	1.5	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year
Private sewer I/I removal	0	% of private services

Please include additional comments about your sanitary sewer collection system below:

Compliance Maintenance Annual Report

18.b

De Pere, City

Last Updated: Reporting For:
6/8/2016 2015

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

32.90	Total actual amount of precipitation last year in inches
29.19	Annual average precipitation (for your location)
106.7	Miles of sanitary sewer
0	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
21	Number of basement backup occurrences
21	Number of complaints
3.5	Average daily flow in MGD (if available)
4.46	Peak monthly flow in MGD (if available)
1.43	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.20	Basement backups (number/sewer mile)
0.20	Complaints (number/sewer mile)
1.3	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.4	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume (MG)
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

The City experiences high flows in some of the older areas.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes
- No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

None.

Attachment: CE-WDNR-CMAR (4834 : Resolution #16-65, CMAR for Wastewater Collection System)

De Pere, City

Last Updated: Reporting For:
6/8/2016 2015

5.4 What is being done to address infiltration/inflow in your collection system?	
The City continues to line sewers and relay sanitary laterals. The City has been reviewing roof drains for downtown buildings.	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Attachment: CE-WDNR-CMAR (4834 : Resolution #16-65, CMAR for Wastewater Collection System)

Compliance Maintenance Annual Report

18.b

De Pere, City

Last Updated: Reporting For:
6/8/2016 2015

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

Attachment: CE-WDNR-CMAR (4834 : Resolution #16-65, CMAR for Wastewater Collection System)

Compliance Maintenance Annual Report

18.b

De Pere, City

Last Updated: Reporting For:
6/8/2016 2015

Resolution or Owner's Statement

Name of Governing

Body or Owner:

City of De Pere

Date of Resolution or

Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

Attachment: CE-WDNR-CMAR (4834 : Resolution #16-65, CMAR for Wastewater Collection System)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 21, 2016

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Resolution #16-66, Authorizing Amendment 1 to Division of Public Health DPH Contract #30511.

The Division of Public Health offered funds to local health departments to enhance efforts promoting adult immunization. This is a new initiative of the health department and requires an amendment to the current consolidated contract #30511 for an additional \$2,624. This grant revenue taken in, will be spent in the same amount for supplies to include printing and distributing education/promotional materials for a target cohort adults age 19-26 who have not completed their 3 dose series of Gardasil vaccine (HPV). Anytime there is a new program opportunity tied to funding, approvals have been obtained accordingly through committee (usually the Board of Health). Since the Board of Health meets 4 times of year and the next meeting is not until September, this agenda item was reviewed and approved at the Finance Committee meeting on 6/14/2016. If you have any questions or concerns, please contact me.

ATTACHMENTS:

- Reso16-66 (DOCX)
- DPH 30511 Amendment #1 (PDF)

RESOLUTION #16-66

AUTHORIZING AMENDMENT 1 TO DIVISION OF PUBLIC HEALTH
DPH CONTRACT #30511

WHEREAS, in November 2015, the Board of Health approved the 2016 Division of Public Health (DPH) Consolidated Contract #30511; and

WHEREAS, the Health Department would like to amend the original contract to include funds which have been made available to local health departments for adult immunizations; and

WHEREAS, the Finance/Personnel Committee has reviewed such Amendment and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute Amendment 1 to the Division of Public Health DPH Contract #30511 as is attached hereto.

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 21st day of June, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

**DIVISION OF PUBLIC HEALTH
DPH CONTRACT 30511
AMENDMENT #1**

The Department of Health Services, on behalf of the Division of Public Health and the De Pere Department of Public Health agree to amend their original agreement for the following program(s) as follows: Adult Immunization (Profile 155032).

REVISION: SECTION 5. SERVICES

Additional projects to be completed as detailed in attached Exhibit(s).

Adjustment will be made to the Community Aids Reporting System (CARS) based on the information in the table below.

Agency #	Agency Type	Profile #	Current Contract Level	Contract Change Amount	New Contract Level	Funding Period
472779	760	155032	\$0	\$2624	\$2624	5/1/2016-6/30/2017

All other terms and conditions of the original agreement remain unchanged.

GRANTEE's Authorized Representative

Date

Name:

Title:

GRANTOR's Authorized Representative

Date

Chuck J. Warzecha

Administrator / Deputy Administrator, Division of Public Health
Department of Health Services

Contract Objective Details - Complete

Contract #: 30511

Agency: De Pere Department of Public Health

Contract Year: 2016

Program: Adult Immunization

Objective #: 1 of 1

Objective Value: \$2,624

Objective: Primary Details**Objective Statement (Template Objective)**

By June 30, 2017 33% of adults aged 19-26 residing in the City of De Pere will have completed the 3-dose HPV series.(baseline: 25%)

Deliverable Due Date: 07/31/2017**Contract Deliverable (Evidence)**

A Wisconsin Immunization Registry (WIR) generated population-based standard benchmark report documenting the number of adults in City of De Pere Health Department jurisdiction with an age-appropriate indication during the 14-month contract cycle. Reports should be run with a 45 day buffer to ensure that all updated data has been received by the Wisconsin Immunization Registry (WIR). Include a report of the accountability targets and the progress achieved including the activities and interventions conducted; include any barriers that may have been identified. A summary of progress made on the selected objective(s) will be required at project mid-point.

Date of birth range:

19-26 years: 7/1/1990-6/30/1998

greater than or equal to 19 years: less than or equal to 6/30/1998 (use 1/1/1900-6/30/1998 in benchmark report)

greater than or equal to 60 years: less than or equal to 6/30/1957 (use 1/1/1900-6/30/1957 in benchmark report)

greater than or equal to 65 years: less than or equal to 6/30/1952 (use 1/1/1900-6/30/1952 in benchmark report)

Evaluation date: 6/30/2017

Run date: 8/15/2017

Programs Providing Funds for this Objective

Adult Immunization: \$2,624

Agency Funds for this Objective:**Data Source for Measurement**

Directions on how to pull benchmark reports from the WIR:

1. For all objectives: LHDs should choose "Clients Residing in (your jurisdiction)" and Tribes should choose "Clients Associated with (your tribal health division)".
2. Choose "All Clients, regardless of whether they met the benchmark report or not".
3. Use the birth date range (outlined above) associated with your objective and the timing of the report you are running.
4. Choose a "Standard Assessment".
5. Use the evaluation date (outlined above) associated with the timing of the report you are running.
6. Select the benchmark that is associated with the objective you chose.

Tdap:

Hep B Influenza Pneumo-Poly Td Tdap Zoster

Adult COMPLETE UTD COMPLETE UTD *1* 1

3-Dose HPV Series:

Hep B HPV Meningo MMR Td Tdap Varicella

Adolescent COMPLETE 1 1 2 UTD 1 2

Adolescent Complete COMPELTE *3* 1 2 UTD 1 2

Zoster:

Hep B Influenza Pneumo-Poly Td Tdap Zoster

Adult COMPLETE UTD COMPLETE UTD 1 *1*

PCV13 and PPSV23

Hep B Influenza Pneumo-Poly Td Tdap Zoster

Adult COMPLETE UTD *COMPLETE* UTD 1 1

Influenza

Hep B Influenza Pneumo-Poly Td Tdap Zoster

Adult COMPLETE *UTD* COMPLETE UTD 1 1

7. Click "Generate".

(see next page)

Page 1 of 4

DPH Grants and Contracts

Packet Pg. 140

Attachment: DPH 30511 Amendment #1 (4850 : Resolution #16-66, Authorizing Amendment 1 to Division of Public Health DPH Contract #30511.)

Contract Objective Details - Complete**Contract #:** 30511**Agency:** De Pere Department of Public Health**Contract Year:** 2016**Program:** Adult Immunization**Objective #:** 1 of 1**Objective Value:** \$2,624**Baseline for Measurement**

De Pere Health Department WIR baseline benchmark report result:

Birth date between 01/01/1989 and 12/31/1996

Selected Gender for Adolescent HPV: All Genders (Female, Male, Unknown)

Evaluation date: 01/01/2016

Adolescent Complete Benchmark

Total clients: 2674; 660 clients (25%) met all benchmark criteria, 2014 clients did not. Add 8% for a deliverable of 33%.

The 2015 end of year population based standard benchmark report will be used to determine the baseline for the current adult population based objective.

For the baseline the following parameters will be used to run the benchmark report:

Date of birth range:

19-26 years: 1/1/1989-12/31/1996

greater than or equal to 19 years (Tdap): less than or equal to 12/31/1996 (use 1/1/1900-12/31/1996 in benchmark report)

greater than or equal to 19 years (Influenza): less than or equal to 7/1/1996 (use 1/1/1900-6/30/1996 in benchmark report)

greater than or equal to 60 years: less than or equal to 12/31/1955 (use 1/1/1900-12/31/1955 in benchmark report)

greater than or equal to 65 years: less than or equal to 12/31/1950 (use 1/1/1900-12/31/1950 in benchmark report)

Evaluation date: 1/1/2016 (for Tdap, HPV 3, Zoster and Pneumococcal), 6/30/2015 to assess the 2014-2015 influenza season coverage rates.

Run date: 2/15/2016

Context

Adults will be assessed using the benchmark report for having a dose or doses of HPV vaccine. Progress towards reaching 90% will be measured using a WIR benchmark report. Only adults who have moved out of the agency's jurisdiction may be removed from the cohort for analysis. Unless you can prove that an adult has moved out of your jurisdiction, you cannot remove them from your cohort.

Guidelines for determining increase needed for progress toward contract cycle goals:

20%-29% - 8% above baseline

30%-39% - 7% above baseline

40%-49% - 6% above baseline

50%-59% - 5% above baseline

60%-69% - 4% above baseline

70%-79% - 3% above baseline

80%-85% - 2% above baseline

86%-89% - 1% above baseline

greater than or equal to 90% - maintain

Agencies should consult with their Regional Immunization Representative for assistance with determining activities and interventions that will help them achieve the required increase for their population assessment.

Context Continued**Input Activities**

Coordination of immunization services with other LHDs and/or tribal health clinics.

Reminder and recall interventions (e.g., postcard and/or letter, phone call, home visit)

Work with local Pharmacies to assess the utilization of WIR for adult immunizations administered

Attend an Immunization Program-approved adult immunization conference (using up to \$500 of adult immunization grant funds) and plan for disseminating information gathered during an educational session with local health care providers (e.g., during educational sessions or coalition symposiums)

(see next page)

Page 2 of 4

DPH Grants and Contracts

Packet Pg. 141

Attachment: DPH 30511 Amendment #1 (4850 : Resolution #16-66, Authorizing Amendment 1 to Division of Public Health DPH Contract #30511.)

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

MEETING DATE: June 21, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #16-67, Supporting Increased Transportation Funding
(#JustFixItWI).

ATTACHMENTS:

- Reso16-67 (DOCX)

RESOLUTION 16-67
SUPPORTING INCREASED TRANSPORTATION FUNDING
(#JustFixItWI)

WHEREAS, local government in Wisconsin is responsible for about 90% of the road miles in the state; and

WHEREAS, Wisconsin's diverse economy is dependent upon county and town roads as well as city and village streets and transit systems across the state; and

WHEREAS, according to "Filling Potholes: A New Look at Funding Local Transportation in Wisconsin," commissioned by the Local Government Institute of Wisconsin (LGI) the condition of Wisconsin's highways is now in the bottom third of the country; and

WHEREAS, state funding for local roads in Wisconsin has failed to keep up with costs over the past several decades which has adversely affected local transportation finances. According to "Filling Potholes," municipal transportation spending has declined from \$275 per capita in 2000 to \$227 in 2012; and

WHEREAS, high quality and fast transit systems are critical to attracting businesses and people to urban areas, yet state funding for transit is less today than it was five years ago; and

WHEREAS, levy limits do not allow local government to make up for the deterioration of state funding; and

WHEREAS, Wisconsin's over-reliance on borrowing eats away at the state's segregated funding sources – the state gas tax and vehicle registration fees – which increasingly pay debt service rather than fund transportation needs; and

WHEREAS, safety is a primary concern and responsibility of local governments across Wisconsin. Unfortunately, according to TRIP, a national non-profit transportation research group, Wisconsin had 347 non-interstate, rural road fatalities in 2013; and

WHEREAS, the De Pere Common Council recognizes that our state highway and interstate system is the backbone of our surface transportation system and plays a vital role in the economy of Wisconsin. Both local *and* state roads need to be properly maintained in order for our economy to grow; and

WHEREAS, from a competitive standpoint Wisconsin motorists pay significantly less than any of our neighbors when you combine the annual cost of the state gas tax and vehicle registration fees; and

Resolution #16-67
Page 2 of 2

WHEREAS, the Transportation Finance and Policy Commission, appointed by the Governor and Legislature clearly found that if Wisconsin does not adjust its user fees, the condition of our state and local roads as well as local transit systems will deteriorate significantly over the next decade.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Common Council of the City of De Pere urges the Governor and Legislature to #JustFixItWI and agrees upon a sustainable solution: one that includes a responsible level of bonding and adjusts our user fees to adequately and sustainably fund Wisconsin's multi-modal transportation system.

BE IT FURTHER RESOLVED THAT:

The Clerk-Treasurer is authorized and directed to send a copy of this Resolution to Governor Scott Walker, De Pere's State Senators David Hansen, Frank Lasee and Robert Cowles, De Pere's State representatives John Macco, David Steffen and Andre Jacque, and to the League of Wisconsin Municipalities.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of June, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-67 (4799 : Resolution #16-67, Just Fix It)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 21, 2016

DEPARTMENT: Common Council

FROM: Joe Zegers

SUBJECT: Resolution #16-68, Resolution Establishing Non-Lapsing Funds as of December 31, 2015.

ATTACHMENTS:

- Reso16-68 (DOCX)
- NLFMEMO2015 (DOCX)
- Non-Lapsing Funds Detail December 31, 2015 (PDF)

RESOLUTION #16-68

RESOLUTION ESTABLISHING NON-LAPSING FUNDS
AS OF DECEMBER 31, 2015

BE IT HEREBY RESOLVED, that the Mayor and Common Council of the City of De Pere do hereby authorize that the following accounts be established as non-lapsing funds as of December 31, 2015:

<u>Account</u>	<u>Amount</u>
Administrator-City Hall Roof Study	\$ 7,361
Police-Community Policing	\$ 1,907
Police Training	\$ 8,589
Fire/Rescue-Act 102	\$10,616
Machinery & Equipment-Four Leg Hoist Restoration	\$ 4,655
Parks & Public Lands-Water Cooler Replacement Program	\$ 2,445
Parks & Public Lands-Bomier Boat Launch	\$14,500
Economic Development-Survey Work & City Signage	\$ 7,000
GIS-Seminars & Conferences	\$ 786
GIS-Arc GIS Online Initiative	\$20,480
GIS-Mobile GIS Hardware	\$ 2,650
TOTAL	\$80,989

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of June, 2016.

APPROVED:

 Michael J. Walsh, Mayor

ATTEST:

 Shana L. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso16-68 (4851 : Resolution #16-68, Resolution Establishing Non-Lapsing Funds as of December 31, 2015.)

To: Mayor Michael J. Walsh
Lawrence Delo, City Administrator
Finance/Personnel Committee Members
From: Joe Zegers, Finance Director
RE: 2015 Budget Items Carried Forward to 2016
Date: June 9, 2016

I have attached the proposed resolution where we annually reserve a portion of our general fund balance for amounts that were budgeted in 2015 but were not spent until 2016. These are listed by department with a brief description for each item. For your information and comparative purposes, last year's carryover amount was \$106,371. This year's amount is \$80,989 which is smaller than last year due mainly to diminished amounts needed for outlay items. Feel free to contact me prior to the Finance Meeting on June 14, 2016 should you have any questions. I recommend that these items be approved for carryover to 2016

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City of De Pere
Non-Lapsing Funds Detail
December 31, 2015

<u>DEPARTMENT</u>	<u>ITEM</u>	<u>AMOUNT</u>	<u>COMMENTS</u>
Administrator	Sustainability funds for City Hall Roof Study	\$7,361	Unspent Sustainability Funds from 2015
Police Department	Police-Community Policing	\$1,887	This amount represents unspent donations for Crime Prevention program.
Police Department	Police-Training	\$10,690	This amounts represents unspent state grants specific for training.
Fire Department	Fire/Rescue-Act 102	\$10,616	This amounts represents unspent state Act 102 grants specific for fire department.
Machinery & Equipment	Hoist Restoration	\$4,655	Unspent Funds from 2015 to be spent in 2016
Parks and Recreation			
Parks & Public Lands	Water Cooler Replacement Program	\$2,445	Amount remaining from \$5,000 in 2014 expected to be completed in 2016.
Boat Ramps	Bomier Boat Launch Parking Lot caulking of VFW & Legion Pools	\$14,500	Project not started in 2015 but expected to be completed in 2016.
Economic Development	Economic Development-Consulting	\$7,000	Amount needed to complete Survey work and City Signage.
GIS Department	Seminars & Conferences	\$786	Project Management Course Could not be Scheduled in 2015.
GIS Department	GIS-Consulting Project	\$20,480	Unspent amount of 2015 budget carried forward for ArcGIS Online Initiative Consortium Project with Green Bay, Ashwaubenon, Oneida & Brown County.
GIS Department	GIS-Equipment	\$2,650	Unspent amount of 2015 budget carried forward for SAN hardware purchase.
	TOTAL	\$ 83,070	

Attachment: Non-Lapsing Funds Detail December 31, 2015 (4851 : Resolution #16-68, Resolution Establishing Non-Lapsing Funds as of

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 21, 2016

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Resolution #16-69, Authorizing Software Licensing Agreement
Between the City of De Pere and Image Trend, Inc. (Fire
Department Records Management).

ATTACHMENTS:

- Reso16-69 (DOCX)
- RMS REQUEST (PDF)

RESOLUTION #16-69

AUTHORIZING SOFTWARE LICENSING AGREEMENT BETWEEN
THE CITY OF DE PERE AND IMAGE TREND, INC.
(Fire Department Records Management)

WHEREAS, the City Fire Rescue Department is interested in purchasing records management and related software; and

WHEREAS, the Finance/Personnel Committee has reviewed and recommends approval of the equipment and software purchase.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Software Licensing Agreement Between the City of De Pere and Image Trend, Inc. Agreement, attached and incorporated as Exhibit A, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of June, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

City of De Pere Fire Department

Memo

To: Honorable Mayor Michael Walsh
Members of the Finance and Personnel Committee

From: Dennis L. Rubin, Fire Chief *DeRubin*

Date: June 14, 2016

Subject: Requesting for a Fire Rescue Records Management System (RMS) - Revised

At the December 8, 2015 Personnel and Finance Committee Meeting, the Fire Rescue Department was assigned the responsibility to prepare an Emergency Medical Services Billing Request for Proposal (RFP) to establish a new contract by September 21, 2016. This is the current EMS billing contract conclusion date. As part of the due diligence research that was conducted to develop the EMS Billing RFP, it was discovered that the Fire Department does not have its own records management system. The Department uses the RMS that is provided by the ambulance billing contractor. Oddly enough, we learned that the EMS Medical Billing Company of Milwaukee is the license holder of the Fire Department's RMS. This situation needs to be remedied by purchasing a comprehensive RMS platform for the Department before the implementation of a new EMS billing contract.

The Department conducted product demonstrations for the two best-known fire rescue records management systems that are currently in the market place. The De Pere Fire Department staff is familiar with both Firehouse and Image Trend products. After considerable discussion and review, the leadership team determined that the Department would be best served to procure and implement Image Trend as the RMS for the Department. The benefits of selecting Image Trend are significant. The vote of the leadership team (all lieutenants and above) to include the City's Information Technology Director was unanimously in favor of Image Trend. The Department has been using this product for nearly three years, so the training curve would be limited to the new sections of the software that are not currently available on Version 1.0. Records migration (from one format to another – which is costly and time consuming) will not be required, if we stay with the same software supplier - Image Trend. The initial start-up and on-going costs were obtained by telephone bid quotes as part of our research. The results of which are included in Attachment A.

Several factors were considered before recommending the Image Trend platform to City Council. First, the cost of the "assigned" (loaned) RMS currently in use is hidden in the EMS Medical Billing Company monthly service fee by increasing the per response percentage rate that is applied in the current contract. This cost reoccurs and escalates (based on the increasing number of ambulance alarms) each year. The actual cost to the City of De Pere is not transparent and we will never be sure of the exact price that we are paying for this outdated software program. We pay for this product inside the current EMS billing contract. De Pere pays a 7% fee per bill collected, while most other Cities enjoy a 6% payment rate per collection. Next, the overall cost of Image Trend, as a long term resource investment is substantially lower than the cost associated with purchasing Firehouse software over a five year period. The initial cost is

cheaper for Firehouse, but the annual renewal fee surpasses Image Trend in year four (4) and will continue to be a good return on investment from that point forward. See Attachment A for cost estimate details.

Next, the RMS software that is provided by the EMS Medical Billing Company is the first addition of Image Trend. This is only offered to us as a limited RMS portion, which is called the "Rescue Bridge" suite of the Image Trend product. The latest version of the Image Trend software which will soon be released is called "Elite" which has been described as the eighth version update to the Image Trend software product. Further, there are several other records that the Department is obligated to maintain (i.e., fire prevention inspection reports, asset inventory and daily scheduler to mention a few) that are not part of this limited and out of date software package that we are currently using. Not being able to use technology in the fire prevention inspection process simply adds to our workload and increases our overtime burden; both of these issues can be better managed with an effective RMS. An example of overtime expenditures caused by our inability to use technology for fire prevention inspections is paying a firefighter to scan several thousand fire inspection reports so they could be uploaded and emailed to the State of Wisconsin. This project used 24 hours (three 8 hour day shifts) to complete. The City of De Pere needs to have ownership and control over the various records developed and collected by its Fire Department.

Once the Fire Department leadership team agreed on requesting the purchase of this product, a written proposal was received from Image Trend Headquarters in Lakeville, Minnesota. The proposal to implement the comprehensive Image Trend RMS into Fire Department operations was quoted at \$22,550 as a startup cost (Attachment B). This proposal is good for a period of 90 days and is attached to this staff report. This project, to purchase an RMS for the Fire Department, was not in the current budget. However, it is reasonable to expect that the EMS billing costs will be lower; by pointing out that we are supplying our own RMS. Along with this written price quotation is a "sole source" vendor letter (Attachment C) stating that Image Trend Headquarters is the only authorized dealer that can distribute (sell) this product.

Finally, the last necessary component part to assume responsibility of our records management system will be the procurement of the required hardware (computer devices). The Fire Rescue Department is requesting to make an initial purchase of five (5) ruggedized laptop computers for billing data collection and field treatment to complete the electronic patient contact reports (ePCR). The ePCR is mission critical for patient care (both at the emergency scene and at the receiving hospital). The requested device is the Panasonic Tough Book 19 (10.1 in Windows Fully-Rugged). All of the existing devices (which are Panasonic Tough Book 19's) that are in current use are the property of EMS Medical Billing of Milwaukee and will need to be returned at the conclusion of the EMS Billing contract. The cost per Panasonic device is approximately \$3,000. Therefore, this total expenditure will be about \$15,000 for the necessary hardware to complete this transition.

Thank you for your consideration of this staff report requesting a comprehensive RMS software package for the De Pere Fire Rescue Department. We respectfully urge the Finance and Personnel Committee to approve our request to purchase an Image Trend license for a delivered and installed total price of \$22,550 and the purchase of five (5) ruggedized laptop computers at a

cost of \$15,000 for a total request of **\$37, 550** and to move this requested item to the next City Council agenda for final approval. In order to complete this purchase, the Fire Rescue Department is requesting an additional budgetary appropriation of **\$37,550** to be approved by City Council from the 2016 Unassigned Fund Balance to be added to the Fire Department's 2016 Budget to make this purchase.

Attachments (3)

Attachment A

DE PERE FIRE RESCUE COST ESTIMATE DETAILS



YEAR	PROJECTED CALLS PER YEAR	IMAGE TREND	FIREHOUSE
2016	2,400	\$22,550	\$12,820
2017	2,544	\$11,054	\$14,715
2018	2,697	\$11,937	\$16,610
2019	2,859	\$12,897	\$18,505
2020	3,031	\$13,942	\$20,400
2021	3,213	\$15,077	\$22,295
	FIVE YEAR TOTAL PAYMENT:	\$87,457	\$105,345

Attachment B

Ship To:
 Al Matzke
 City of De Pere
 400 Lewis St
 De Pere, WI 54115
 (920) 445-4802
 amatzke@mail.de-pere.org

Bill To:
 Same as Ship To

IMAGETREND® Quote

Salesperson	Quote Number	Date	
Kyle Elsenzimmer	KE-1088	May 6, 2018	
Description	Qty	Unit Price	Total
Software			
EMS/Fire Web-based Products			
ImageTrend Elite Rescue Setup and Project Management	1	\$3,500.00	\$3,500.00
ImageTrend Elite Rescue Annual SaaS Fee	2,400	\$3.50	\$8,400.00
ImageTrend Elite Rescue Annual Support	1	Included	
ImageTrend Elite Rescue Annual Hosting	1	Included	
Rescue Bridge Setup and Project Management			
Fire Modules Included:			
NFIRS 5.0 Reporting			
Activities			
Checklist			
Fire Shifts			
Training			
Hydrants			

Terms of Agreement

* Upon acceptance and signature of Quote, 50% of the One-Time Fees will be invoiced. The remaining 50% of One-Time Fees will be invoiced independently upon completion. The Recurring Annual Fees will begin at system go-live. Payment terms of Net 30 days.

*The recurring annual fees will be billed annually in advance on the acceptance and signature of Quote anniversary.

As part of this Agreement, Client will receive an Elite Rescue system as well as Rescue Bridge from ImageTrend. Rescue Bridge can be utilized for fire operation modules until such modules are available in the Elite Rescue system.

Data entered into the Rescue Bridge will be migrated to Elite Rescue by the Client via the Included migration tools.

*This Quote and pricing is based on an estimated 2,400 incidents per year as provided by Client.

* IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 3. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.

*This proposal is valid for 90 days.

DISCLAIMER: This quote creates no legal obligations. This letter is intended to confirm the parties' current understanding of the terms, but it is not intended to create any legal obligations with respect to any of the terms. Neither party should rely on this quote and no legal or equitable remedy will arise from any such reliance. Instead, the parties must reach a final agreement. A final agreement will be a condition precedent to any binding obligations. A fully executed Contract Agreement will be required to be completed before an order is processed.

Agreed to and accepted by:
 ImageTrend, Inc.

City of De Pere

Initials

Dated

If you have any questions regarding this proposal, contact:
 Kyle Elsenzimmer at 952-469-6184 or kelsenzimmer@imagetrend.com
 David Zelman at 952-469-6206 or dzelman@imagetrend.com
contracts@imagetrend.com
 Thank you for your business!

Attachment C

March 22, 2016

Dan Gatz
Lieutenant/ Paramedic
De Pere Fire Rescue
400 Lewis Street
De Pere, WI 54115

RE: Sole Source Inquiry

Dear Mr. Gatz,

Thank you for your recent sole source inquiry. The ImageTrend Elite Rescue product and associated modules are solely developed, produced, distributed and supported by ImageTrend, Inc. These products are copyrighted and trademarked. ImageTrend's suite of products allows for native interoperability of the system's platform and provides seamless integration with the other ImageTrend modules such as ImageTrend Elite Field. ImageTrend's Elite Field Site license, our mobile software for EMS data collection, can be used solely with the ImageTrend Elite EMS and Fire products for reporting purposes.

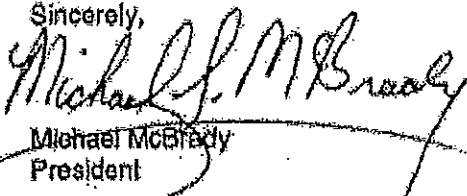
This system from ImageTrend, Inc. is based upon the unique modules and basic architectural features of the data management systems that have been designed by ImageTrend for many applications. The experience and input from our current users have collaboratively helped us to develop a commercial-off-the-shelf (COTS) solution and best practices exclusively for the EMS and Emergency Preparedness market. In fact, ImageTrend Elite is the only combined Fire and EMS system compatible with both NFIRS 5.0 and NEMSIS v3. ImageTrend was the first company to gain full NEMSIS v3 certification in the market. Further, ImageTrend is the only company to offer a fully integrated, Fire and EMS system compatible with NEMSIS v3 and NFIRS 5.0 that incorporates mobile-device compatibility from the ground up.

ImageTrend has additional products in our suite. These products and modules support the collection of additional data related to emergency incidents, while utilizing the existing data collection and reporting for things such as patient and incident demographics with in the Elite Rescue System. This additional functionality is only available with these products and has been designed to be cost-effective as a next step in our suite of products. Implementation of these modules and ongoing support can only be accomplished by ImageTrend, since they fully understand the system design and have the expertise required to successfully complete this functionality within this system architecture.

As the sole source vendor of this software, we distribute on a use license basis and maintain beneficiary escrow accounts. All data obtained and maintained within the application is proprietary to and owned by the licensed user. ImageTrend does not distribute the source code to any other vendors or resellers and therefore development, modification or implementation of ImageTrend Elite EMS, Elite Fire, Elite Rescue and Elite Field, its modules and extensions can only be performed by ImageTrend, Inc.

Please feel free to contact us at 1-888-469-7789 if you need any further information.

Sincerely,



Michael J. McBrady
President

20855 KENSINGTON BLVD
LAKEVILLE, MN 55044
TEL - 1.952.469.1589
FAX - 1.952.469.5671
WWW.IMAGETREND.COM



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 21, 2016

DEPARTMENT: Common Council

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #16-70, Authorizing Reimbursement to the Wisconsin Department of Transportation (WisDOT) for Sale of Surplus Right of Way.

ATTACHMENTS:

- Reso16-70 (DOCX)
- WisDOT sale of surplus prop manual (PDF)
- Mulva surplus prop map (PDF)
- Mulva surplus prop appraisal April 2016 (PDF)

RESOLUTION #16-70

AUTHORIZING REIMBURSEMENT TO THE WISCONSIN DEPARTMENT OF
TRANSPORTATION (WisDOT) FOR SALE OF SURPLUS RIGHT OF WAY

WHEREAS, in 2006, the City acquired historic parcels ED-805, ED-805, ED-807 and ED-812 with the assistance of state and federal funding for purposes of the Claude Allouez Bridge reconstruction; and

WHEREAS, after construction adjacent to these historic parcels, approximately 13,939 sq.ft. from these historic parcels is surplus and available for sale in conjunction with development of the parcel ED-812; and

WHEREAS, pursuant to WisDOT policy, the City must reimburse WisDOT for the fair market value of the surplus property prior to sale thereof; and

WHEREAS, the City wishes to offer reimbursement to WisDOT for this surplus right-of-way in order to expedite development of ED-812; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Attorney is authorized and directed to offer reimbursement of this surplus right-of-way to the Wisconsin Department of Transportation in accordance with the Weiler appraisal dated April 6, 2016.

BE IT HEREBY 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 21st day of June, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

LPA MANUAL FOR RIGHT OF WAY ACQUISITION

THE WISCONSIN DEPARTMENT OF TRANSPORTATION

SECTION 10.0 - MISCELLANEOUS PROCEDURES

10.1 OUTDOOR ADVERTISING

The state of Wisconsin has a procedure for relocation of signs. This process must be managed on a case-by-case basis. For information, please contact the MC. In general, the procedure is outlined below:

- Show and list all signs on plat.
- List sign owner's name.
- If sign needs to be relocated, enclose Relocation Rights brochure.
- Negotiate a settlement.

This process is revised periodically. To ensure the LPA has the most recent sign schedule information, contact the MC.

10.2 PROPERTY MANAGEMENT

The use of state and federal funds in the acquisition of right of way requires that surplus/excess property, including buildings, cannot be sold without state and/or federal approval. Revenue generated from the sale of excess property will be divided in the same ratio as was contributed by the FHWA or the state at the time when the property was originally acquired. For ease of liquidation, it is strongly advised that the LPA apply only local funds to the acquisition of any remnant parcels.

For additional details, please also reference the WisDOT REPM: Chapter 6–Property Management.



10.3 SALES OF SURPLUS/EXCESS PROPERTY

When only local funding is used to acquire right of way, municipalities should use their own procedures for selling the surplus/excess property, but if state or federal funds are used in any part of the right of way acquisition, the LPA will follow these basic processes in selling surplus/excess property:

- Surplus/excess property must be appraised before any sale can occur (type of land or characteristics of property being sold will determine appraisal complexity).
- Provide details on how property is to be sold, considering abutting owners, public sale, etc.
- Submit request to sell along with the appraisal to MC for review and approval of the RE Coordinator.



Caution! Any property acquired with the use of state and/or federal money that is subsequently sold as surplus will require reimbursement at the current fair market value and at the rate of participation at which it was acquired.

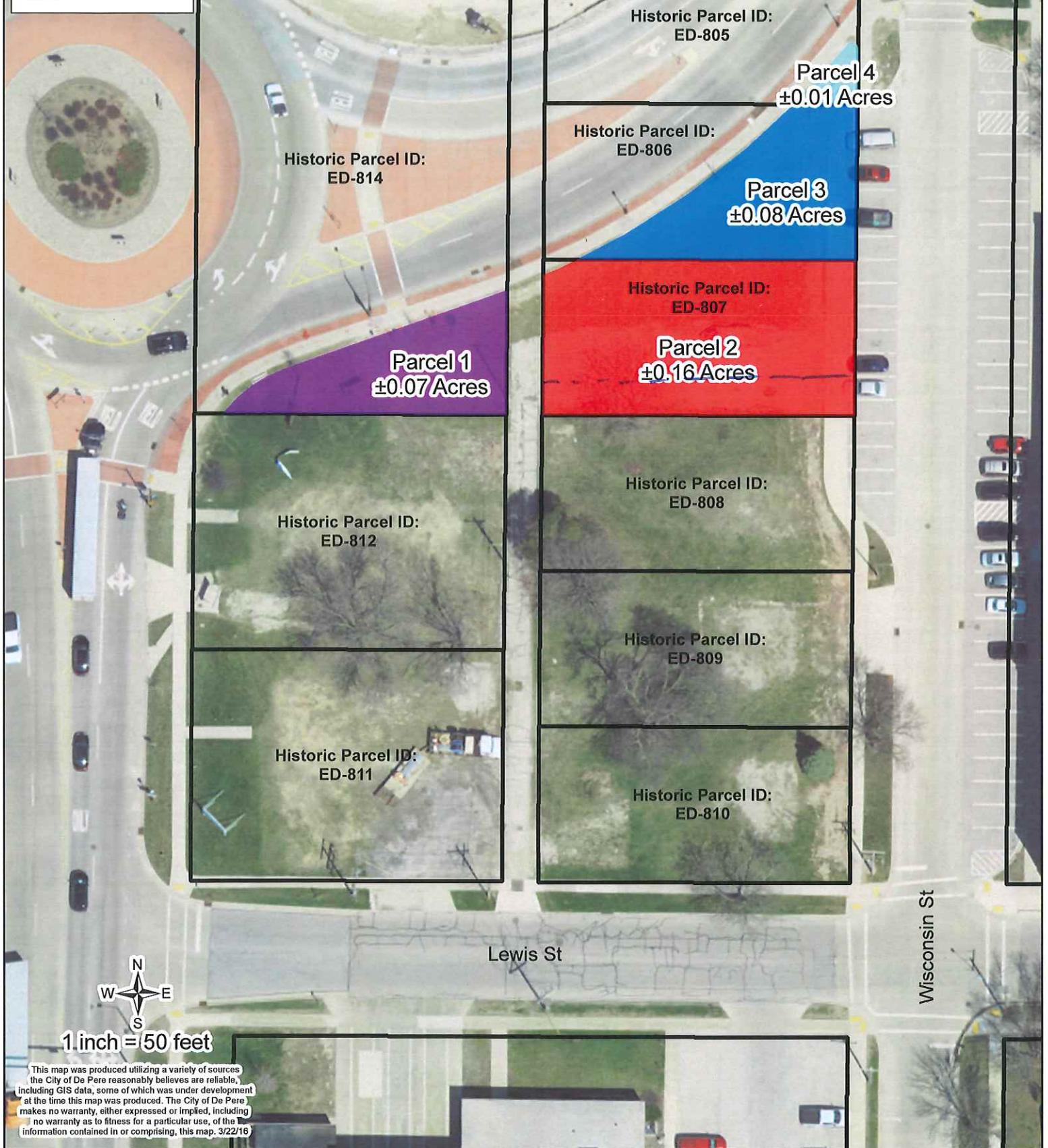
10.4 BUILDING REMOVAL

All buildings, structures or other improvements purchased may be offered for sale or razed, whichever is in the public interest. If any of these items are to be sold, it is good public policy to offer those items to

Historic Parcels

Legend

- Parcel 1
- Parcel 2
- Parcel 3
- Parcel 4
- Parcels January 15, 2005



Appraisal of
Historic Parcels ED-805, 806, 807, & 814
221 S. Broadway Street
De Pere, Wisconsin

Weiler Appraisal Inc.

April 6, 2016

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

Dear Ms. Schmidt-Lehman,

As requested, I have appraised Historic Parcels ED-805, 806, 807, & 814 located at 221 S. Broadway Street, in the City of De Pere, Brown County, Wisconsin. As discussed in the appraisal, three of the parcels are contiguous and would have a highest and best use for combined development. They consist of Historic Parcels ED-805, 806, & 807 and comprise a total of 10,890 square feet. Historic Parcel ED-814 contains 3,049 square feet and is physically separated from the others by an alley. The market value conclusions for the subject property, as of March 29, 2016, is as follows:

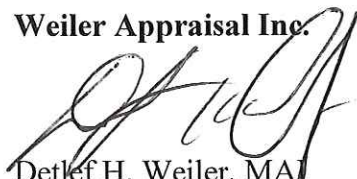
Historic Parcels ED-805, 806, & 807: **\$98,000**

Historic Parcel ED-814: **\$17,000**

The attached appraisal report contains the market data and analysis upon which the value conclusion was based. The report has been prepared in compliance with the Uniform Standards of Professional Appraisal Practice. The appraisal report and all of the appraiser's work in connection with the appraisal assignment are subject to the limiting conditions and all other terms stated in the report. Any use of the appraisal by any party, regardless of whether such use is authorized or intended by the appraiser, constitutes acceptance of all such limiting conditions and terms.

Sincerely,

Weiler Appraisal Inc.


Detlef H. Weiler, MAI
Wisconsin Certified General Appraiser
Certificate Number 237-10

Weiler Appraisal Inc.**Summary of Important Conclusions**

Property:	Historic Parcels ED-805, 806, 807, & 814 221 S. Broadway Street De Pere, Wisconsin
Effective Date of Value:	March 29, 2016
Land Size:	10,890 Square Feet - Historic Parcels ED-805, 806, & 807 3,049 Square Feet - Historic Parcel ED-814
Zoning:	B-1, Central Business District and PDD, Planned Development District
Highest & Best Use:	Historic Parcels ED-805, 806, & 807: Office or Service Business Development Historic Parcel ED-814: Parking Lot
Market Value Conclusions:	
Sales Comparison Approach:	\$98,000-Historic Parcels ED-805, 806, & 807 \$17,000-Historic Parcel ED-814
Income Capitalization Approach:	Not Applicable
Cost Approach:	Not Applicable
Final As Is Market Value Conclusion:	\$98,000-Historic Parcels ED-805, 806, & 807 \$17,000-Historic Parcel ED-814

Table of Contents

Purpose of the Appraisal	1
Intended Use	1
Client and Intended User	1
Property Rights Appraised.....	1
Sales History	1
Market Value Definition	2
Scope of the Appraisal	2
Date of Valuation.....	2
Marketing Time and Exposure Time	3
Assessed Value and Taxes	3
Legal Description.....	3
General Market Area Data	5
Neighborhood Description.....	12
Site Description and Analysis.....	15
Real Estate Market Analysis	18
Highest and Best Use Analysis	21
Approaches to Value.....	22
Sales Comparison Approach.....	23
Reconciliation of Value Conclusions.....	41
Certification	42
Assumptions and Limiting Conditions	43
Exhibits:	
Photographs.....	A
Certified Survey Map 7902.....	B
Floodplain Map	C
Qualifications.....	D

Weiler Appraisal Inc.**Purpose of the Appraisal**

The purpose of the appraisal is to estimate the market value of Historic Parcels ED-805, 806, 807, & 814 located at 221 S. Broadway Street, in the City of De Pere, Brown County, Wisconsin. As discussed subsequently, three of the parcels are contiguous and would have a highest and best use for combined development. They consist of Historic Parcels ED-805, 806, & 807 and comprise a total of 10,890 square feet. Historic Parcel ED-814 contains 3,049 square feet and is physically separated from the others by an alley.

It was indicated that the subject property represents surplus land originally acquired by the Wisconsin Department of Transportation for the relocation of the Claude Galloway bridge and adjacent roundabout.

Intended Use

The intended use of the appraisal is to provide a market value conclusion of the parcels for reimbursement negotiations with the Wisconsin Department of Transportation. This report is not intended for any other use.

Client and Intended User

The client and intended user of the appraisal is the City of De Pere. Use of this report by others is not intended by the appraiser.

Property Rights Appraised

The property rights appraised consist of the fee simple interest in the property. Fee simple is defined by The Dictionary of Real Estate Appraisal, 6th Edition as follows:

Fee Simple Estate: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Sales History

The assessor's records show that the parcels are under the ownership of the City of De Pere. They were acquired from Centre Ville LLC in May 2015 for \$350,000, as recorded in Document 2708965. This acquisition was indicated to be part of a settlement of claims for an outstanding failed development. It includes the balance of Lot 1 of Certified Survey Map 7902 discussed in the legal description. No other sales of the property were noted over the prior three-year time frame.

Weiler Appraisal Inc.**Market Value Definition**

Market Value is defined by part 323.2(g) of FDIC Rules and Regulations as “the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised, and acting in what they consider their own best interests.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

As Is Market Value is defined by the Dictionary of Real Estate Appraisal, 6th Edition as “The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.”

Scope of the Appraisal

The scope of the appraisal included a physical viewing of the subject sites and the general neighborhood. The valuation of the property included a research of land sales activity in the surrounding neighborhood area.

Sources and verification of my data include the assessor's office, county deed records, real estate brokers, property owners, other real estate appraisers, investor surveys, and providers of real estate data such as CoStar, LoopNet, and/or Redi-net. Local officials were contacted regarding assessment and zoning information.

The subject property consists of undeveloped land and only the sales comparison approach would be applicable. The appraisal has been prepared as an Appraisal Report.

Date of Valuation

The effective date of the appraisal is March 29, 2016, which is the date the property was physically viewed. The date of the appraisal report is April 6, 2016.

Weiler Appraisal Inc.**Marketing Time and Exposure Time**

The PwC Real Estate Investor Survey, 4th Quarter 2015 provided an overview of the national development land market. It noted that “investors and developers are increasingly looking for development opportunities throughout the commercial real estate industry.” They further indicate that “rising construction and land cost will likely keep the development cycle “in check,” helping to sustain the industry’s recovery.” Investor expectations for the coming year project appreciation rates at up to 10%, with an average of 5.7%. This compares to an average appreciation rate expectation of 5.0% in the 2nd quarter 2015 report. Typical marketing times are indicated at a range of 3 months to 36 months, with an average of 16 months. This is down significantly from an average of 48 months in the 2nd quarter 2015 and 53 months in the 2nd quarter 2014.

CoStar Group provides information regarding land sales in the local market, to include marketing times. This data includes commercial, industrial, and residential land sales. Over the past 3 years, they reported 58 transactions in Brown County. Marketing times were available for 32 sales. They range from 3 days to 2,985 days. The average was 960 days or, 31 months; the median was 962 days or, 31 months. The average parcel size was 8.32 acres and the median was 1.53 acres.

A summary of the Brown County real estate market is presented subsequently. The retail and industrial markets have shown recent declines in vacancy levels, while the office market remains near historical survey period highs, for reasons discussed subsequently. The soft office market conditions have resulted in asking rents remaining near the survey period lows. Finally, construction has generally been for specific owner/user properties and development land sales have been correspondingly limited.

The subject parcels are located in downtown De Pere and are adjacent to a roundabout providing access across the Fox River. They are centrally located and has a high level of visibility and exposure. Therefore, a marketing time has been estimated at 9 to 12 months, falling below the investor survey and CoStar averages.

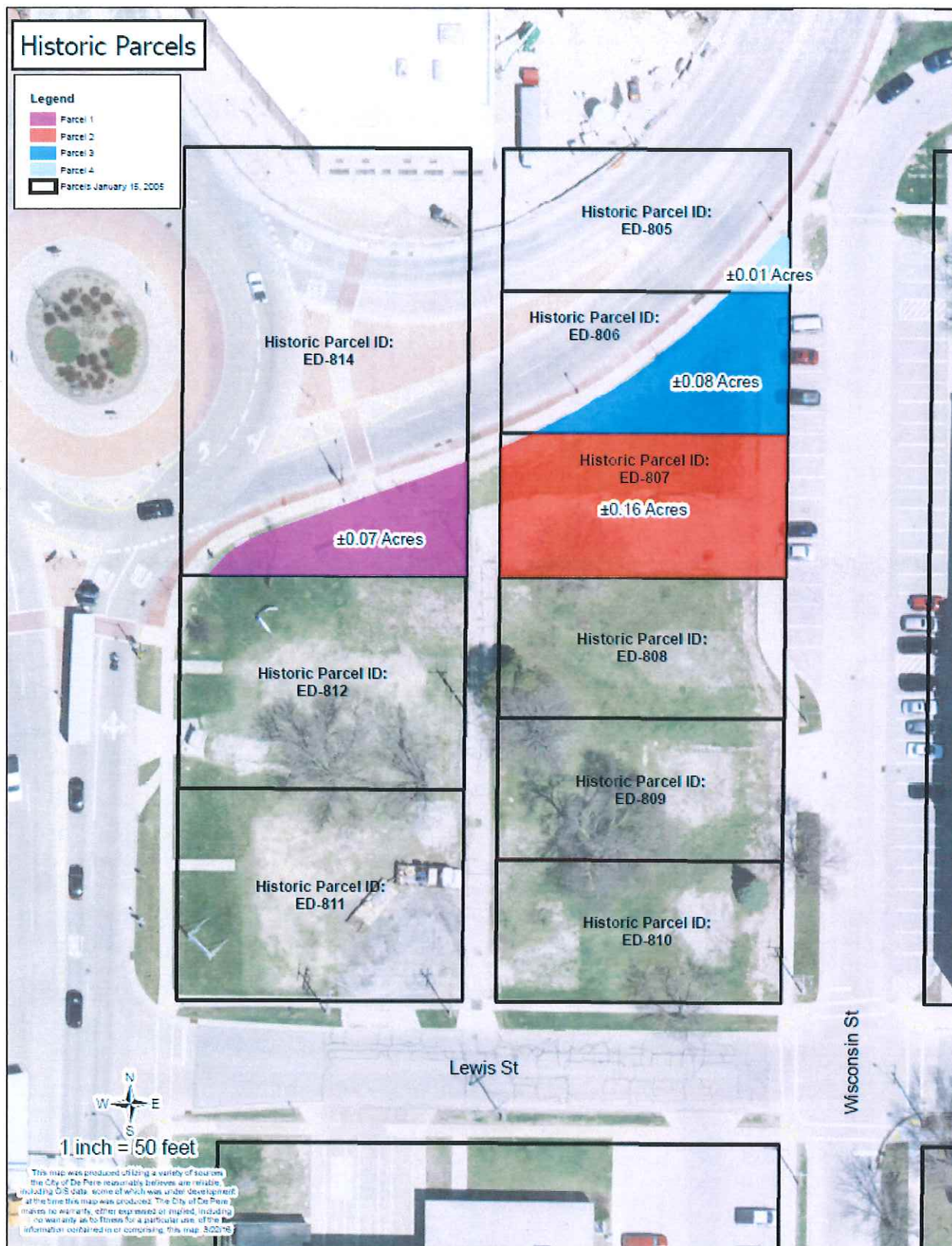
The market value conclusion assumes the property has been exposed to the market for 9 to 12 months prior to the effective date of value. No development trends or other factors were found to be present in the market that would result in an exposure time different from the aforementioned marketing time.

Assessed Value and Taxes

The parcels are now part of Tax Parcel ED-812 and exempt from taxation, as it is owned by municipality. The prior 2015 assessment was \$219,500. The 2015 equalization ratio was 97.87%, indicating a full value assessment of \$224,277. Real estate taxes for 2015 were \$5,155.

Legal Description

No specific legal description of the subject parcels is available. They are now part of Lot 1 of Certified Survey Map 7902, a copy of which is included as Exhibit B-1 in the addendum. A GIS map of the parcels was provided by the client and is provided on the following page.



Weiler Appraisal Inc.

General Market Area Data

Property values are influenced by social, economic, governmental, and environmental forces of the market area in which the property is located. The Dictionary of Real Estate Appraisal, 6th Edition, defines market area as “the geographic region from which a majority of demand comes and in which the majority of competition is located.” The Appraisal of Real Estate, 14th Edition, states that “market areas are defined by a combination of factors-e.g., physical features, the demographic and socioeconomic characteristics of the residents or tenants, the condition of the improvements (age, upkeep, ownership, and vacancy rates), and land use trends.”

The influences on property value would include general trends for the metropolitan area in which the property is located, as well as more specific value influences in the immediate vicinity, or, neighborhood. The subject general market area would be considered the Green Bay Metropolitan Area, with neighborhood factors discussed subsequently in this report. The following is a discussion of various property value influences for the Green Bay Metropolitan Area. Availability of data varies between countywide data, and the defined metropolitan area, which includes population growth that has occurred in the abutting counties.

Demographic Trends

The subject property is located in the City of De Pere, which is situated in the southwest portions of Brown County. The county is comprised of the Cities of Green Bay and De Pere, as well as nine villages, and 13 townships. The table on the following page summarizes population trends for the municipalities comprising Brown County.

Brown County has generally experienced increasing trends in population, with the most significant growth occurring in the surrounding suburban areas. These would include the Town of Lawrence and Town of Ledgeview, on the far south side of the community; the Village of Bellevue to the east; the Villages of Howard and Suamico on the northwest side of the county; and the Village of Wrightstown, which is a rural community in the far southwest portion of the county. Population growth in these areas is generally attributable to the expansion of municipal sewer service to these areas, improved roadways, and the desire for newer homes on larger lots.

Despite the increasing trend in population, the community has been impacted by the downturns in the real estate market, resulting in sharp declines in new construction for both the single and multi-family sectors of the housing market. Following chart summarizes single and multifamily housing starts for the county over the past few years, per US census figures.

<u>Year</u>	<u>Single Family</u>	<u>Multifamily</u>
2009	480	228
2010	466	493
2011	341	327
2012	480	232
2013	450	487
2014	427	251

Source: <http://censtats.census.gov/bldg/bldgprmt.shtml>

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BROWN COUNTY POPULATION TRENDS					
Municipality	2000	2010	2015	Growth Rates	
				2000-2010	2010-15
C GREEN BAY	102,767	104,057	105,051	1.26%	0.96%
C DE PERE	20,559	23,800	24,447	15.76%	2.72%
V ALLOUEZ	15,443	13,975	13,790	-9.51%	-1.32%
V ASHWAUBENON	17,634	16,963	16,940	-3.81%	-0.14%
V BELLEVUE	11,828	14,570	15,047	23.18%	3.27%
V DENMARK	1,958	2,123	2,161	8.43%	1.79%
V HOBART	5,090	6,182	7,958	21.45%	28.73%
V HOWARD *	13,546	17,399	18,901	28.44%	8.63%
V PULASKI *	3,013	3,321	3,302	10.22%	-0.57%
V SUAMICO	8,686	11,346	11,819	30.62%	4.17%
V WRIGHTSTOWN *	1,934	2,676	2,689	38.37%	0.49%
T EATON	1,414	1,508	1,566	6.65%	3.85%
T GLENMORE	1,187	1,135	1,131	-4.38%	-0.35%
T GREEN BAY	1,772	2,035	2,074	14.84%	1.92%
T HOLLAND	1,339	1,519	1,548	13.44%	1.91%
T HUMBOLDT	1,338	1,311	1,319	-2.02%	0.61%
T LAWRENCE	1,548	4,284	4,709	176.74%	9.92%
T LEDGEVIEW	3,363	6,555	7,431	94.92%	13.36%
T MORRISON	1,651	1,599	1,613	-3.15%	0.88%
T NEW DENMARK	1,482	1,541	1,568	3.98%	1.75%
T PITTSFIELD	2,433	2,608	2,678	7.19%	2.68%
T ROCKLAND	1,522	1,734	1,776	13.93%	2.42%
T SCOTT	3,138	3,545	3,604	12.97%	1.66%
T WRIGHTSTOWN	2,013	2,221	2,254	10.33%	1.49%
BROWN CO. TOTAL	226,658	248,007	255,376	9.42%	2.97%

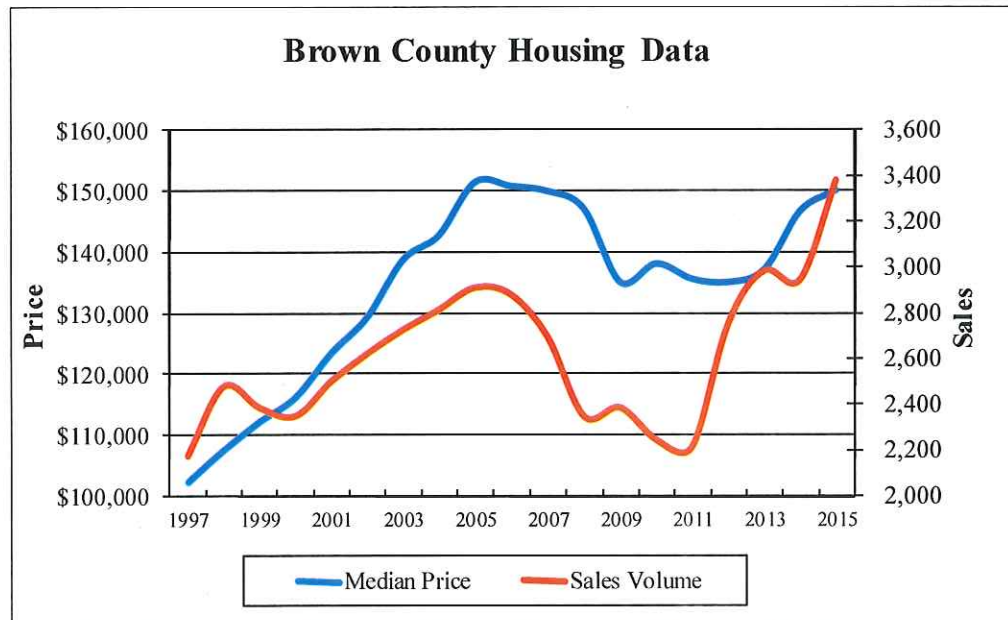
* Extends into adjacent county. Population is for Brown County only.

Source: <http://www.doa.state.wi.us/subcategory.asp?linksubcatid=96&linkcatid=11&linkid=64&locid=9>

The median population age for Brown County was estimated at 36.2 years in 2015, which is similar to the 36.2 years in the 2010 census. The median household income for 2015 was \$53,356, up from \$50,743 in the 2010 census.

The downturn in the housing market resulted in a significant decline in the volume of single family home sales through 2011. However, sales volume has since rebounded sharply. Additionally, the local market did not experience the significant increases in home prices that occurred in other areas of the country. As such, median home prices have shown a lesser level of decline. They have shown recent increases but remain about 2.9% below the peak of the market. The following chart summarizes these single family housing statistics.

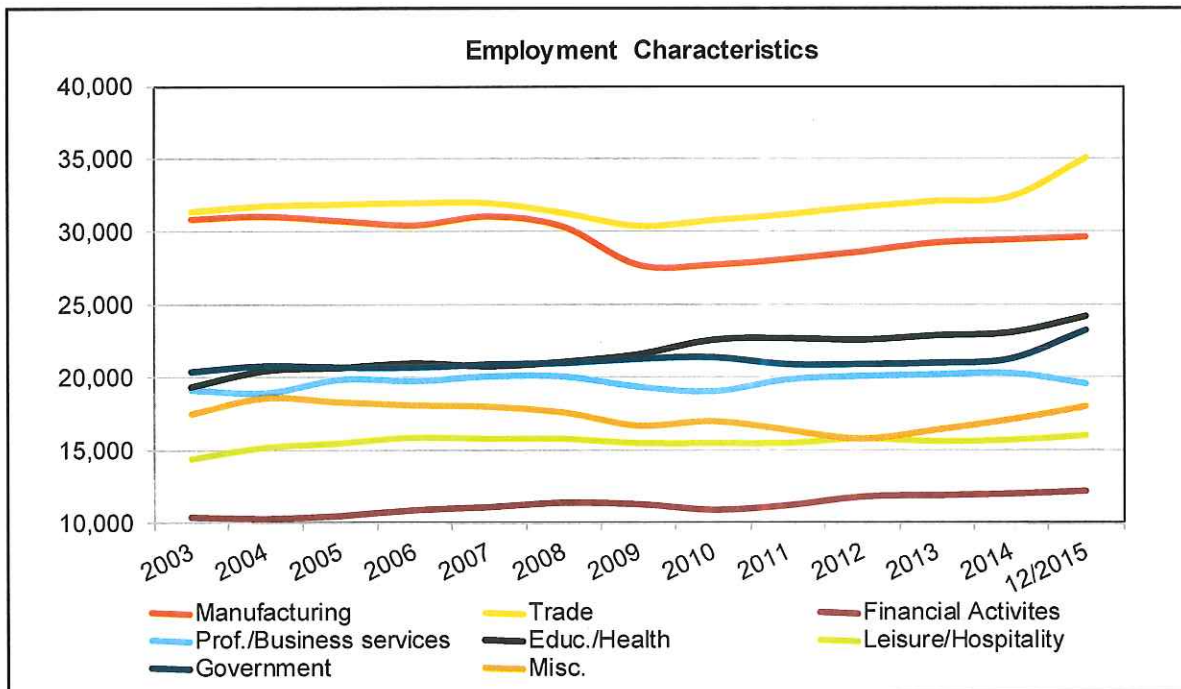
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Source: https://www.wra.org/Resources/Property/Wisconsin_Housing_Statistics/

Employment Data

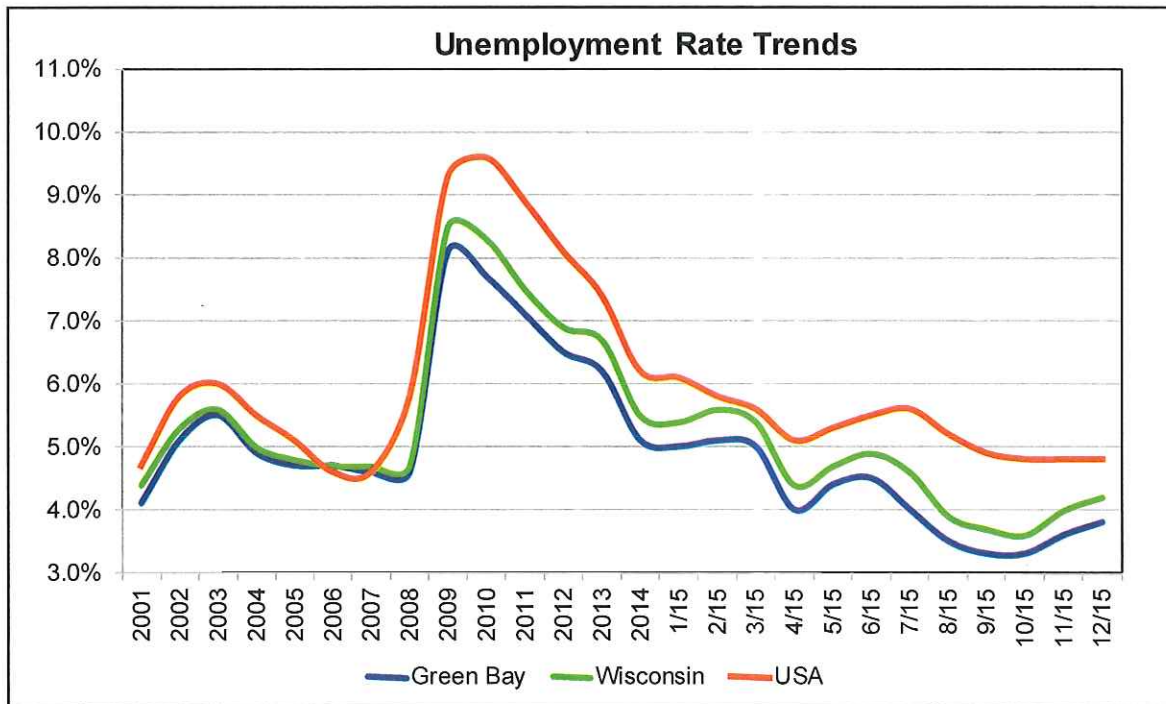
Green Bay generally has a well-diversified economic base. Manufacturing continues to be a key part of the community's economic growth. Many of the manufacturing jobs are either within the paper industry, or directly related to the paper industry, such as machinery or raw materials for the paper industry. The following chart summarizes average annual employment in the major job categories, as well as their trends over the recent past.



Source: <http://worknet.wisconsin.gov/worknet/daces.aspx?menuselection=da>

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The area had generally experienced modest growth in total employment. However, downturns in the national economy have impacted the local market, with sharp increases in unemployment rates. Job losses had been most significant in the manufacturing, professional/business, and trade sectors, whereas the education/health, financial and government sectors have continued to grow. Annual unemployment figures have been declining and have recently returned to their historical norms. The following chart summarizes unemployment rates over the past few years, as well as year to date figures.



Source: <http://worknet.wisconsin.gov/worknet/dalaus.aspx?menuselection=da>

The changes in the employment characteristics are also evidenced in the major employers of the community, which are no longer dominated by manufacturers. The following table summarizes major private employers and their employment levels.

Humana	3,167
Oneida Tribe of Indians	2,690
Schneider National	2,580
Bellin Health	2,329
Georgia – Pacific Corp.	2,200
United Health Group	1,894
Aurora Health Care	1,739
Wisconsin Public Service	1,497
American Foods Group	1,480
St. Vincent Hospital	1,467

Weiler Appraisal Inc.**Infrastructure**

The Green Bay area has excellent highway accessibility. Interstate 41 is located on the west side of the community, and provides access to the Appleton Metropolitan Area to the south, and the west side of Milwaukee further south. It also extends northward into the Upper Peninsula of Michigan. Interstate Highway 43 is located on the north and east sides of the community. It begins at Interstate 41 on the northwest side of Green Bay, and extends southward to Milwaukee. State Highway 29 is a primary east and west traffic carrier. It extends westward across Wisconsin to Minneapolis - St. Paul, and eastward through rural areas to Lake Michigan.

Green Bay is serviced by Austin Straubel International Airport. It is the third largest airport in the state, and is serviced by six major airlines. It provides connections to major airport hubs, allowing for travel to most any destination.

Green Bay fronts along the Bay of Green Bay, and the Port of Green Bay provides modern shipping facilities. The Port of Green Bay handles approximately 2 million tons of cargo annually, to include various dry bulk commodities, as well as bulk liquids and cargo.

Green Bay is also serviced by 4,500 miles of railroad track, providing service to all areas of the state as well as connections to major markets. The Wisconsin Department of Transportation projects the states freight rail tonnage to grow by more than 50 percent by 2020.

Commercial Developed Activity

Commercial development activity is generally concentrated along the various major traffic carriers of the community. The primary regional retail area is located along Oneida Street in the Village of Ashwaubenon, and is centered around the Bay Park Square Mall. It contains over 700,000 square feet, and is anchored by Yonkers, Kohl's, and ShopKo, and also includes the Bay Park Square Cinema. Most of the major retailers in the community are located within this area, as are numerous local retailers and restaurants.

Other major concentrations of retail development would include the Military Avenue and West Mason Street corridors on the west side of Green Bay, and the area around the intersection of East Mason Street and Main Street, on the east side of Green Bay.

The downtown Green Bay market formerly included the Port Plaza Mall, built in 1977. However, retailing in the downtown area was not successful, and the mall suffered from increasing vacancy levels, finally closing in 2006. Portions of the mall have been redeveloped, with the former Boston Store converted to office use for Baylake Bank and APAC Customer Services. The former Yonkers store is located along the Fox River and has been redeveloped as the WaterMark. It is a multi-story office building which includes first floor retail space, the Green Bay Children's Museum, and Hagemeister Park restaurant. The remaining areas of the mall have been demolished for development of a new headquarters for Schreiber Foods. It was completed in fall 2014 and contains 260,000 square feet of office space with a technology center.

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The downtown market has had numerous other development projects in recent years. The area around the Yonkers store has been redeveloped with additional residential projects, to include The Riverfront Lofts condominiums, and the Flats on the Fox apartment complex. The area to the east of these projects along the Fox River has recently been improved with City Deck. It includes a river walk, gathering areas, and boat docking. Other projects in progress in the surrounding area include the expansion of the KI Convention Center and renovation of the adjacent Clarion Hotel. The former Northland Hotel is a historic structure last utilized as apartments. It is to be renovated into a boutique hotel. City Deck Landing is a 76-unit apartment complex recently completed at the southeast corner of Main Street and Washington Street. The Metreau apartments is a 107-unit development under construction at the northeast corner of Walnut Street and Washington Street.

Office development in the Green Bay area is primarily situated along secondary commercial corridors, and also in various business and office park settings. The market includes a mixture of owner occupied and multitenant rental buildings, as well as numerous corporate headquarters. The downtown office market houses various governmental offices, to include local, state, and federal government offices, as well as numerous legal, banking, and financial office users.

Industrial Development Activity

Industrial development within the Green Bay area includes a variety of manufacturing, warehouse, distribution, and shop facilities. The majority of these industrial properties are located in industrial parks developed by local municipalities.

The primary concentrations of industrial development would include; the I-43 Business Center comprising over 800 acres on the east side of Green Bay; the Ashwaubenon Industrial Park and Ashwaubenon Business Park totaling over 1,000 acres on the south side of the Village of Ashwaubenon; the De Pere Business Park and adjacent Southbridge Business Park totaling over 1,100 acres on the southwest side of De Pere; the Village of Howard Industrial Park and Brookfield Industrial Park which comprise 640 acres on the north side of the Village of Howard; and the East De Pere Industrial Park which contains over 400 acres on the southeast side of De Pere.

The aforementioned business and industrial parks have generally offered sites at reduced prices, which serves to increase both the employment base and tax base of the community. Most of these parks are well established and have limited sites available. The City of Green Bay recently developed the University Heights Business Park. It is intended for a mixture of commercial and light industrial development. It currently consists of 120 acres of land around the intersection of State Highways 54 and 57 on the northeast side of the city. It is intended to encompass a total of 1,100 acres.

Finally, there are also various smaller business and industrial park developments located in several of the other municipalities. In general, private industrial and business park development has been very limited, due to the availability of incentives and lower priced sites from the municipalities.

Market Area Conclusions

The Green Bay Metropolitan area had historically enjoyed a growing employment base, with unemployment rates at, or below, state and national averages. More recently however, the market had been impacted by downturns in the national economy, and also within the housing market. This had resulted in significant increases in unemployment, and sharp declines in new development activity. However, historically, the rates of change in the local economy have been less substantial than national trends, with less extensive increases in good times, and less severe decline in bad. Unemployment rates have been declining and returned to historical norms. The markets have bottomed out and expectations are for continued gradual improvements in local economic and real estate market conditions.

Weiler Appraisal Inc.**Neighborhood Description**

Market conditions in the immediate vicinity of the property can greatly impact value. This area of influence would be the neighborhood in which the property is located. The Dictionary of Real Estate Appraisal, 6th Edition, defines neighborhood as follows:

A group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises.

The following is a description of trends impacting value in the subject neighborhood.

Location

The subject parcels are located in the southeast quadrant of Broadway Street and Wisconsin Street. A location map is presented on the following page.

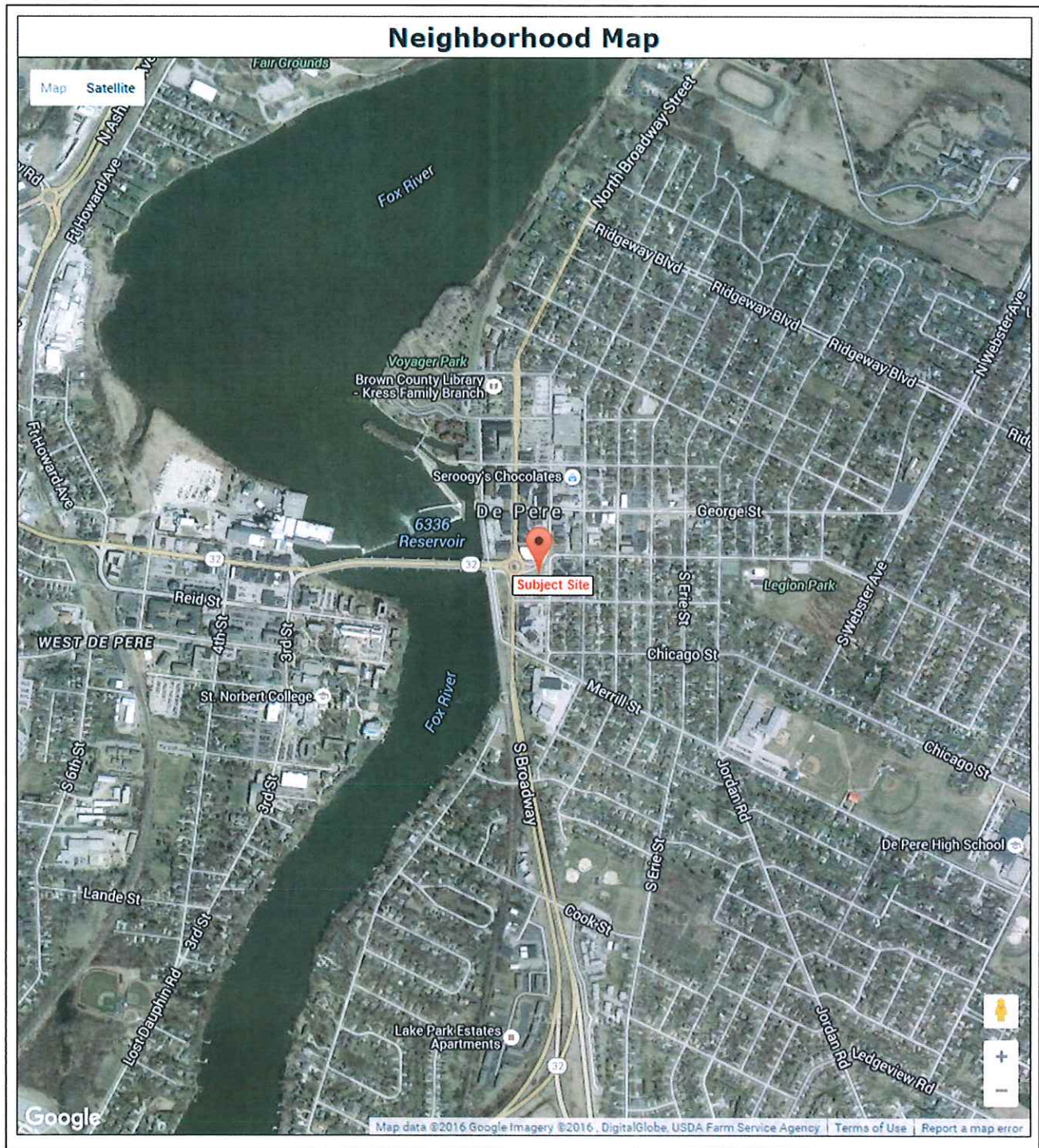
General Neighborhood Characteristics

The subject parcels are located on the southeast side of downtown De Pere. The downtown market area is located on the east and west sides of the Fox River and is connected via a bridge crossing at Main Avenue/Wisconsin Street. Commercial development on the east side of the Fox River is centered along Broadway Street, while on the west side it is centered along Main Avenue. Commercial development is primarily comprised of the traditional two-story downtown structures. They include a variety of retailers, offices, restaurants, taverns, and service businesses on the first floor, while the upper floors generally house office or residential uses. The east side of downtown includes a shopping center anchored by ShopKo. The west side has several larger office buildings, to include the Marquette Centre, Nicolet Commons, and Reid Street Crossing which has first floor retail space and second story offices.

The downtown market had seen fairly steady levels of redevelopment activity, to include renovation and updating of the existing structures, as well as new construction. Much of the new construction activity occurred in the early 2000's, with larger projects including the aforementioned Marquette Centre, Reid Street Crossing, Nicolet Commons, the Nicolet Highlands Senior Apartments, the Kress Inn Hotel, Joliet Square Apartments, and the 555 Main Avenue condominiums.

Recent development has slowed considerably reflecting the downturns in the economy and real estate market. It does include a three-story commercial and residential structure at 500 Main Avenue in 2013, a current proposal to construct four-story structure with first floor retail and 24 apartments at the corner of Broadway Street and George Street, and a proposal for the development of the Mulva Center, a 2 to 3 story cultural arts facility, on the subject and adjacent lands to the south.

Another influence on the neighborhood is a major retail corridor along Main Avenue, just to the west of downtown. Main Avenue extends west to an interchange at interstate 41, with this area having been developed with a variety of convenience stores, restaurants, retailers, and a shopping center anchored by a Festival Foods grocery store.



The downtown market has a wide variety of residential property uses. They include older, traditional mid-priced homes, several historic neighborhoods on the east side, multifamily properties, and newer apartment and condominiums on the west side. The east side also includes Voyager Park, a 21-acre park along the Fox River on the north side of the downtown market.

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Another major property use in the neighborhood is St. Norbert College. It is located along the west side of the Fox River, at the east end of Reid Street. The campus comprises about 108 acres and includes various student housing options. Annual enrollment is at about 2,200 students.

Industrial development is very limited and generally consists of some older, scattered smaller shop structures. However, it does include the Expera Specialty Solution paper mill which is located on the west side of the Fox River, on the north side of Main Avenue. It is comprised of about 27 buildings and has an employment of 210.

The subject parcels are located adjacent to a roundabout which provides a bridge crossing over the Fox River, connecting Wisconsin Street with Main Avenue. They are situated towards the south end of commercial development along the Broadway Street corridor. Surrounding property uses include undeveloped land directly south, while south of Lewis Street is De Pere City Hall; St. Francis Xavier Church and Notre Dame Middle School to the east, across Wisconsin Street; an apartment project is just to the northeast; a small park and municipal parking lot to the west, across Broadway Street; to the north, across the roundabout, is a recently constructed Walgreens.

Conclusions

The subject neighborhood would be characterized as a developed area of predominantly commercial and residential property uses. The neighborhood was impacted by significant slowdowns associated with downturns in the overall economy, as well as within the real estate market. There have been gradual improvements in national and local economic conditions. Thus, projections would be for a gradual resumption of prior development trends for the neighborhood.

Weiler Appraisal Inc.**Site Description and Analysis**

One of the primary objectives of the site description and analysis is to provide data that will be utilized in the determination of the highest and best use of the site as though vacant. This in turn, is essential for the land valuation analysis. The following is a description and analysis of the subject site.

A GIS photo was presented previously in the legal description.

Location

Historic Parcels ED-805, 806, & 807 are located on the south side of the Wisconsin Street roundabout, east of Broadway Street. They also extend east to front along a separate portion of Wisconsin Street. Historic Parcel ED-814 is located at the southeast corner of Broadway Street and Wisconsin Street. The parcels are part of a larger site which has an address of 221 S. Broadway Street.

Streets

The parcels are located at a roundabout which provides a bridge crossing over the Fox River, connecting Wisconsin Street with Main Avenue. Broadway Street and Wisconsin Street are four-lane, concrete paved roadways with concrete curb and gutter. Wisconsin Street along the east side of Historic Parcels ED-805, 806, & 807 is a two-lane concrete paved roadway with concrete curb and gutter. It includes parking on the east side of the parcels, as shown on the GIS photo.

Utilities

The sites have all municipal utilities available, to include water and sewer service, gas, telephone, and electricity.

Shape and Size

Historic Parcels ED-805, 806, & 807 are irregular in shape, with 155 feet of frontage along the Wisconsin Street roundabout on its northwest side, and 142 feet of frontage along Wisconsin Street on its east side. The total area the parcels is indicated on the GIS map at 0.25 acres or, 10,890 square feet.

Historic Parcel ED-814 is triangular, with approximately 115 feet of frontage along Wisconsin Street and a depth of about 45 feet on its east side. The area the parcel was is indicated on the GIS map at 0.07 acres or, 3049 square feet.

Access and Visibility

The parcels have no direct access to the Wisconsin Street or Broadway Street roundabout route. Historic Parcels ED-805, 806, & 807 have access along Wisconsin Street, on the east side. Historic Parcel ED-814 has access along the alleyway on its east side.

Weiler Appraisal Inc.**Topography**

The sites are generally level and at grade with the abutting streets and surrounding properties.

Floodplain and Wetlands

Floodplain maps for the subject property were prepared by the Federal Emergency Management Agency, as map number 55009C0258F, dated August 18, 2009. It shows that the sites are not situated within the 100-year floodplain. A copy of the floodplain map is included as Exhibit C-1 in the addendum.

Easements

The sites are assumed to be encumbered by typical utility easements, which would provide municipal services to the site. No specific easements are shown on Certified Survey Map 7902 or the aerial GIS photo. The physical viewing of the sites showed underground cable boxes and transformers along the Wisconsin Street roundabout frontage. There is also an overhead power line extending in a north/south direction along the vacated alley between the parcels. No other easements were physically observed. However, a title search would be required to determine the existence of any other potential easements.

Zoning

The sites are zoned B-1, Central Business District and PDD, Planned Development District. The Central Business District is "designed to accommodate those retail and office uses which are characteristic of the major shopping streets of the "downtown" area of the city." It allows for a wide variety of retail stores, professional office buildings, financial institutions, hotels, medical and dental clinics, restaurants, taverns, and other uses listed in the zoning ordinance. There are no specific yard setback requirements. However, Historic Parcels ED-805, 806, & 807 are across Wisconsin Street from a residential district, in which case "the setback requirements for the residential district shall be applied to the business development on both sides of said street." The adjacent residential district is the R-4 General Residence Office District which has setback requirements for nonresidential uses of 35 feet for the front yard, 8 feet for the side yards and 35 feet for the rear yard.

The Planned Development District is "to promote the maximum benefit from coordinated area site planning, diversified location of structures, mixed compatible uses, provide for a safe and efficient system of pedestrian and vehicular traffic, attractive recreation and landscape open spaces, economic design and location of public and private utilities and ensure adequate standards of construction and planning." Judith Schmidt-Lehman the De Pere City Attorney indicated that the Planned Development District was used for a Precise Implementation Plan which modified setbacks and parking requirements for a prior professional office to be constructed on the site. It was further indicated that the underlying B-1 zoning would apply to the parcels unless a new Planned Development District or Precise Implementation Plan is approved.

Weiler Appraisal Inc.**Environmental Hazards**

An appraisal is not an environmental survey of the site and the appraiser is not qualified to detect the presence of environmental hazards. The appraised value assumes there are no environmental hazards impacting the sites.

Conclusions

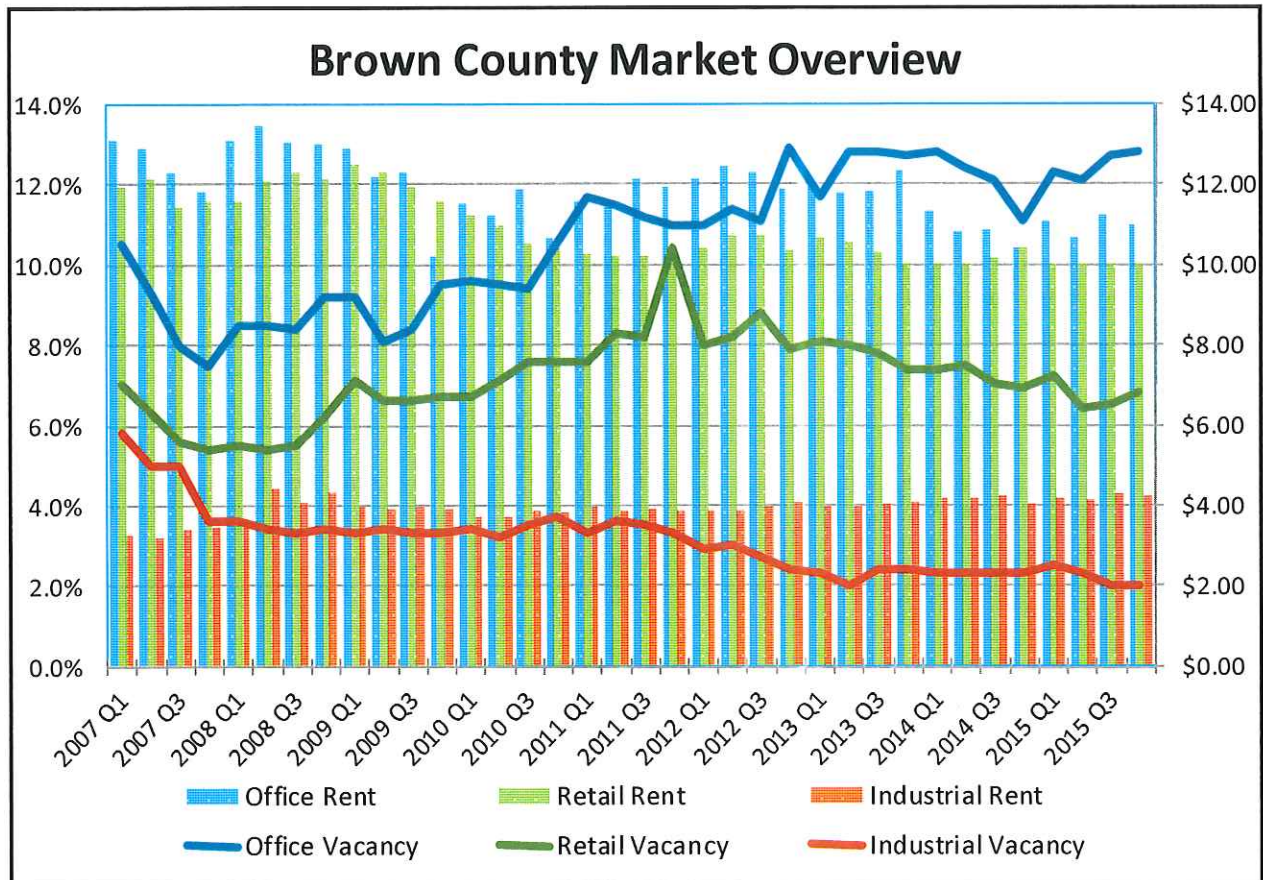
The parcels are located along a major traffic carrier on the south side of downtown De Pere. They would be considered desirable sites for commercial development. Photographs of the parcels have been included as Exhibit A in the addendum to this report.

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Real Estate Market Analysis

The real estate market analysis will examine economic trends impacting the commercial real estate markets. The Appraisal of Real Estate, 14th Edition, defines market analysis as “a process for examining the demand for and supply of a property type in the geographic market area for that property type.” It further notes that a marketability study is “a microeconomic study that examines the marketability of a given property or class of properties, usually focusing on the market segment (or segments) in which the property is likely to generate demand.” The following is a summary of various sources researched to obtain data regarding current trends impacting property values.

Local real estate market data was obtained from the CoStar Group, with data available beginning in the 1st quarter 2007. The Brown County office market data reflects 543 buildings totaling 8.8 million square feet; the retail market is based on 1208 buildings totaling 15.9 million square feet; the industrial market data reflects 1172 buildings totaling 39.1 million square feet. A graph summarizing this data is presented below.



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Brown County Market Summary						
	<u>Office</u>		<u>Retail</u>		<u>Industrial</u>	
	<u>Vacancy</u>	<u>Rent</u>	<u>Vacancy</u>	<u>Rent</u>	<u>Vacancy</u>	<u>Rent</u>
High	12.9%	\$13.46	10.4%	\$12.48	5.8%	\$4.44
Low	7.5%	\$10.21	5.4%	\$9.99	2.0%	\$3.23
Average	10.7%	\$11.86	7.1%	\$10.89	3.1%	\$3.94
2015 Q4	12.8%	\$10.98	6.8%	\$9.99	2.0%	\$4.21

The Brown County office market has maintained above average vacancy levels, with the current rate being only slightly below the peak in the 4th quarter 2012. The higher vacancy levels are attributable to several larger tenant spaces. Schreiber Foods constructed a new headquarters in the downtown market in 2014 and vacated two existing buildings totaling about 82,000 square feet. Associated Bank consolidated their operations in the downtown market, vacating 58,000 square feet in two buildings Ashwaubenon in 2013. An additional 88,000 square feet was vacated in 2013 by Foth in Ashwaubenon, as they relocated to their new headquarters in De Pere. 60,000 square feet of vacant space was added to the market in 2013, through the completion of the 85,000 square foot downtown Watermark building.

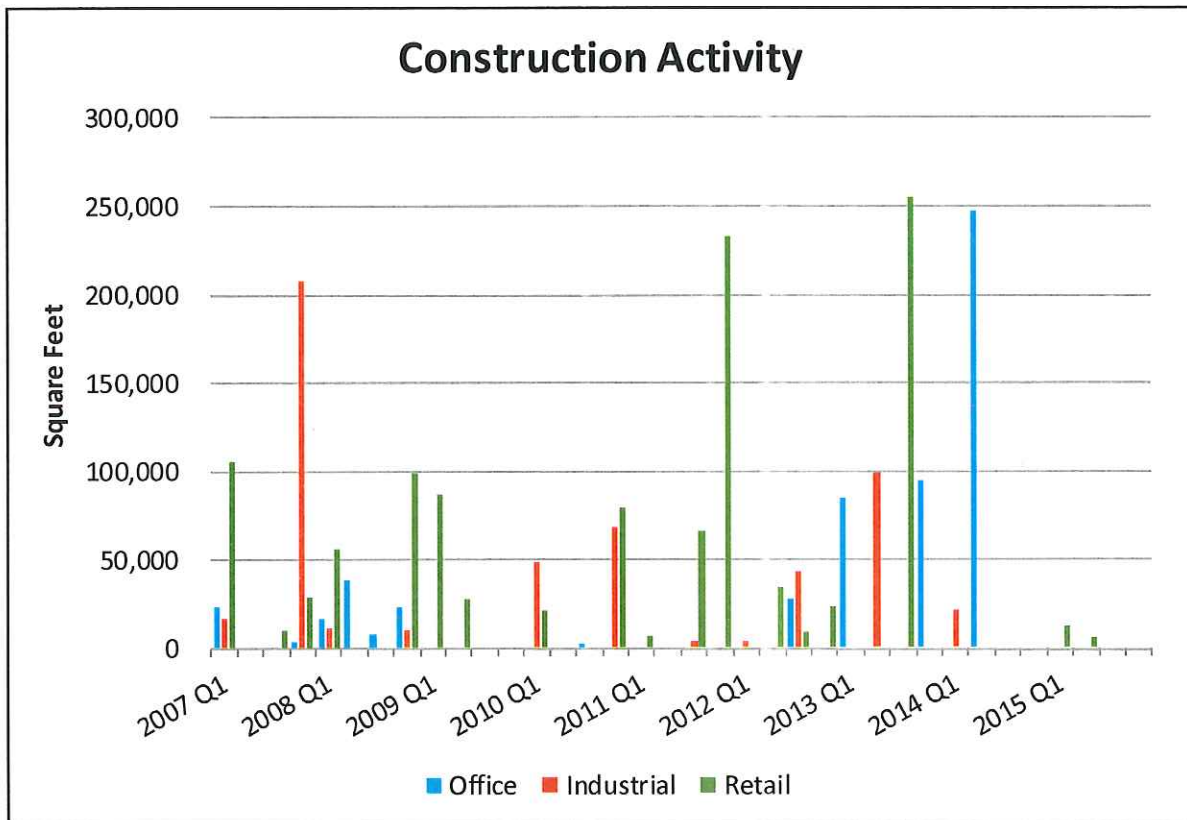
Extensive vacancies occurred in the 4th quarter 2012 totaling 151,000 square feet. Most of this was comprised of 102,000 square feet in the Titledown Office Building in Ashwaubenon. The balance included 18,000 square feet in an old downtown building and 30,000 square feet of new space in a downtown entertainment facility that was renovated for office use. The continued high vacancy levels have resulted in recent declines in asking rents, with the current figures being below the historical survey period average but slightly above the survey period low.

The Brown County retail market has experienced steady recent declines in vacancy levels but shows current asking rents to be at the low end of the survey period. A further overview found the current low asking rents to be attributable to the survey reflecting asking rents for available vacancies. These in turn, have more predominantly become properties in secondary locations or larger, single tenant buildings, with few vacancies in the prime locations.

The local industrial markets are predominantly owner occupied and have maintained very low vacancy levels. However, the impact of the downturns in the economy were evidenced by declines in manufacturing sector employment presented earlier in the General Area Data. Specifically, manufacturing sector employment declined by 11% between 2007 and 2010, and was followed by a 7% increase. Since many of the industrial buildings are single tenant structures, the decline in manufacturing sector employment likely resulted in a corresponding reduction in the intensity of utilization of these buildings, as opposed to an increase in their vacancy. The current vacancy is at a survey period low, but manufacturing sector employment does remain about 4.5% below the prior peak of the market. Asking rents have increased and are close to the top of the survey period range.

The past downturns in the market resulted in significant declines in construction activity. The chart on the following page summarizes construction activity for the Brown County market.

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Much of the construction has been for specific owner/user properties. In the office market, it would include the 260,000 square foot Schreiber Foods headquarters in the downtown market in 2014, and the 85,000 square foot downtown Watermark building and 95,000 square foot Foth headquarters in 2012. Similarly, construction in the retail market includes 155,000 square feet for Costco and 100,000 square feet for Cabela's in 2013, and the 214,000 square foot Menards in De Pere and 66,000 square foot Hobby Lobby in Ashwaubenon in 2011. The industrial market primarily saw smaller projects but did include a 99,000 square foot FedEx Ground in 2013, and the 68,000 square foot EMT International and 48,000 square foot Centerline Machine in 2010.

The subject parcels consist of undeveloped land, with no formal market surveys available for the commercial land market. There have been some increases in land sales activity but volume remains limited. Some of the recent construction has occurred on sites that had been acquired prior to the downturns in the market. The pace of development does appear to be gradually increasing, especially in the primary commercial corridors.

Conclusions

On a national basis, expectations are for continued, modest improvements in economic conditions. The commercial real estate markets have reached their low point and are improving. The Brown County retail and industrial markets have shown steady declines in vacancy levels, while the office market remains above average for reasons presented earlier. Projections would be for gradual increases in development activity, in conjunction with the modest pace of improvement anticipated in national and local economic conditions.

Weiler Appraisal Inc.**Highest and Best Use Analysis**

Highest and best use is defined by The Dictionary of Real Estate Appraisal, 6th Edition as follows:

The reasonably probable and legal use of property that results in the highest value.
The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

The subject property consists of four tax parcels, three of which are contiguous. They are located adjacent to a roundabout on the south side of downtown De Pere and zoned B1, Central Business District and PDD, Planned Development District.

The zoning of the parcels allows for a variety of commercial property uses. In terms of physical factors, Historic Parcels ED-805, 806, & 807 range in size from 0.01 acres to 0.16 acres, with their small individual size limiting their development potential. However, they are contiguous and would therefore most likely be developed as a combined entity at 0.25 acres or, 10,890 square feet.

Historic Parcel ED-814 contains 0.07 acres and is physically separated from the remaining parcels by an alley. The small size and triangular shape of the property is not considered to be conducive to physical development. However, the site could be utilized for parking by the adjacent parcels. It would be considered desirable for such use, as it would provide frontage and exposure for the adjacent parcels to the Wisconsin Street roundabout.

With respect to financially feasible and maximally productive uses, Historic Parcels ED-805, 806, & 807 have good visibility as they adjoin a roundabout. However, access is much more circuitous, being situated along the east side of the sites. In this respect, access from the roundabout area would be via Broadway Street south to Lewis Street, then east on Lewis Street to Wisconsin Avenue, and north on Wisconsin Street to the site. The parcels are located on the south side of a downtown setting, with surrounding properties as consisting of various retail, office, and service businesses to the north, along both Broadway Street and Wisconsin Street. However, the density of development decreases to the south, with the De Pere City Hall situated south of Lewis Street, and properties transitioning to residential farther to the south. Based upon these factors, the highest best use of Historic Parcels ED-805, 806, & 807 was concluded to be for a destination type use, such as an office or service business.

As noted above, Historic Parcel ED-814 was concluded to be physically limited to development in conjunction with the adjoining parcels. Again, it would be considered a desirable addition to the adjacent development, as it would provide direct frontage and exposure along the Wisconsin Street roundabout. Therefore, the highest best use of Historic Parcel ED-814 was concluded to be for parking lot development in conjunction with the adjacent parcels.

Weiler Appraisal Inc.**Approaches to Value**

The appraisal valuation process consists of three approaches to value; the Sales Comparison Approach, Income Capitalization Approach, and Cost Approach. Each approach has varying levels of applicability to the property being appraised. The following is a description of each approach, based upon definitions obtained from The Dictionary of Real Estate Appraisal, 6th Edition.

Sales Comparison Approach: The process of deriving a value indication for the subject property by comparing market information for similar properties with the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison.

Income Capitalization Approach: Specific appraisal techniques applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple estate by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive or profit; deducting depreciation from the total cost; and adding the estimated land value. Adjustments may then be made to the indicated value of the fee simple estate in the subject property to reflect the value of the property interest being appraised.

The subject parcels consist of undeveloped land and only the sales comparison approach would be applicable.

Weiler Appraisal Inc.**Sales Comparison Approach**

The Appraisal of Real Estate, 14th Edition indicates that the sales comparison approach is "the process of deriving a value indication for the subject property by comparing similar properties that have recently sold with the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market derived elements of comparison." It further notes that "a major premise of the sales comparison approach is that an opinion of the market value of a property can be supported by studying the market's reaction to comparable and competitive properties."

The first step in applying the sales comparison approach is to research the market for sales of comparable properties. However, comparable sales activity has been comparatively limited, due to the past downturns in the economy and real estate market. The impact on the local market is evidenced by the low volumes of construction activity noted earlier. Sales volume is further limited by the location of the subject sites in a developed, downtown market area, and by the comparatively small size of the parcels. Therefore, the search for land sales was expanded to include surrounding neighborhoods and older sales.

After researching the market for sales, six sales have been selected for comparison to the subject parcels. Sales data sheets summarizing these transactions are presented on the following pages. A location map of the sales has also been included.

Land Sale No. 1



Location:	SEC Walnut St. & Chestnut St., Green Bay, Brown Co., WI	
Record No.	506	
Tax Parcel:	3-98 & 3-99	
Property Type:	Commercial	
Zoning:	D1, Downtown One	
Grantor:	May Vang	
Grantee:	Vertical Butterfly Investments LLC	
Sale Date:	November, 2013	
Sale Price:	\$175,000	
Document:	2652809	
Verification:	CoStar, Deed	
Size Sq. Ft.	20,632	Price per Sq. Ft. \$8.48
Size Acres:	0.474	Price per Acre \$369,475

Comments: The plat map shows a prior retail and residential structure that had burned down. The grantee owns the adjacent property to the east.

Weiler Appraisal Inc.

Land Sale No. 2



Location:	SWC Ashland Ave. & Lombardi Ave., Green Bay, Brown Co., WI	
Record No.	535	
Tax Parcel:	1-2733	
Property Type:	Commercial	
Zoning:	PCD, Planned Commercial Development	
Grantor:	LBI Properties Inc.	
Grantee:	Lombardi 839 LLC	
Sale Date:	May, 2014	
Sale Price:	\$300,000	
Document:	2668233	
Verification:	Grantee, Deed	
Size Sq. Ft.	39,839	Price per Sq. Ft. \$7.53
Size Acres:	0.915	Price per Acre \$328,020

Comments: Access to the property is via an access road along the back of the site. The grantor had acquired ownership via foreclosure. It was actively marketed and indicated to not be a distressed transaction. The grantee acquired it for an office building for Shorewest Realty. The south side of the site is encumbered by part of an access road comprising about 7% of the site area. There is also a 30-foot storm sewer easement on the east side which is within a 50-foot highway setback along Ashland Avenue.

Land Sale No. 3



Location: 900 W. Main Ave. @ 9th St., De Pere, Brown Co., WI
Record No. 567
Tax Parcel: WD-709-3-3

Property Type: Commercial
Zoning: PDD, Planned Development

Grantor: WB Investments I LLC
Grantee: Unison Credit Union

Sale Date:	June, 2014
Sale Price:	\$710,000
Document:	2669916
Verification:	CoStar, Grantee

Size Sq. Ft.	37,992	Price per Sq. Ft.	\$18.69
Size Acres:	0.872	Price per Acre	\$814,056

Comments: The site was acquired for a banking office. It extends north to Oak Street. Existing environmental contamination was remediated by the grantor prior to the sale at a cost of \$25,000. The GIS photo shows storm and sanitary sewer easements extending across the site. The grantee stated this did not impact their use of the site but could limit other development possibilities. For this reason, the price was considered to be on the high side.

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Land Sale No. 4



Location: 620 Cherry St., Green Bay, Brown Co., WI

Record No. 610

Tax Parcel: 11-198

Property Type: Commercial

Zoning: OR, Office Residential

Grantor: First Church of Christ

Grantee: NOA Cherry LLC

Sale Date: February, 2015

Sale Price: \$69,900

Document: 2696837

Verification: Deed, Grantee

Size Sq. Ft.: 8,799

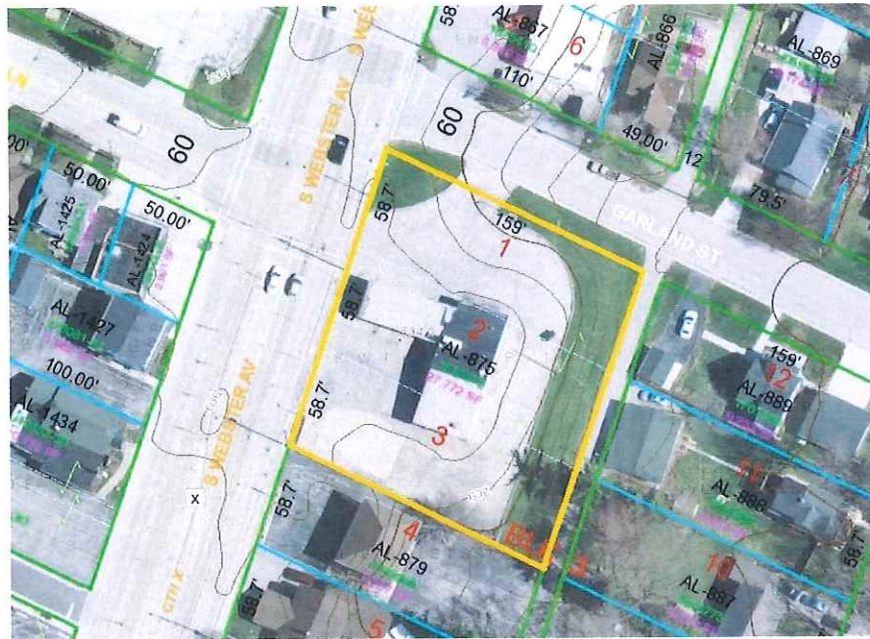
Price per Sq. Ft.: \$7.94

Size Acres: 0.202

Price per Acre: \$346,044

Comments: The sale consists of a parking lot sold to the owner of office building to the northeast. The zoning of the site allows for office and service uses, as well as attach single family and multiple family dwellings. Retail uses are only permitted by a conditional use permit.

Land Sale No. 5



Location: 1401 S. Webster Ave. @ Garland St., Allouez, Brown Co., WI
Record No. 672
Tax Parcel: AL-875

Property Type: Commercial
Zoning: G, Highway Business

Grantor: Dennis Dorner
Grantee: Kwik Trip Inc.

Sale Date: February, 2016
Sale Price: \$357,000
Document: 2732882
Verification: Grantee, Deed

Size Sq. Ft.	27,772	Price per Sq. Ft. \$12.85
Size Acres:	0.638	Price per Acre \$559,950

Comments: The property was acquired for construction of a Kwik Trip. It was improved with a former gas station of 1,794 square feet built in 1972. The sale price includes estimated demolition costs of \$7,000. The east side of the site slopes downward by about 10 feet.

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Land Sale No. 6



Location: 140 S. Adams St. @ Doty St., Green Bay, Brown Co., WI

Record No. 678

Tax Parcel: 12-189

Property Type: Commercial

Zoning: D2, Downtown Two

Grantor: 140 S. Adams St.

Grantee: Gigot Properties LLC

Sale Date: February, 2013

Sale Price: \$210,000

Document: 2616137

Verification: Deed, Appraiser

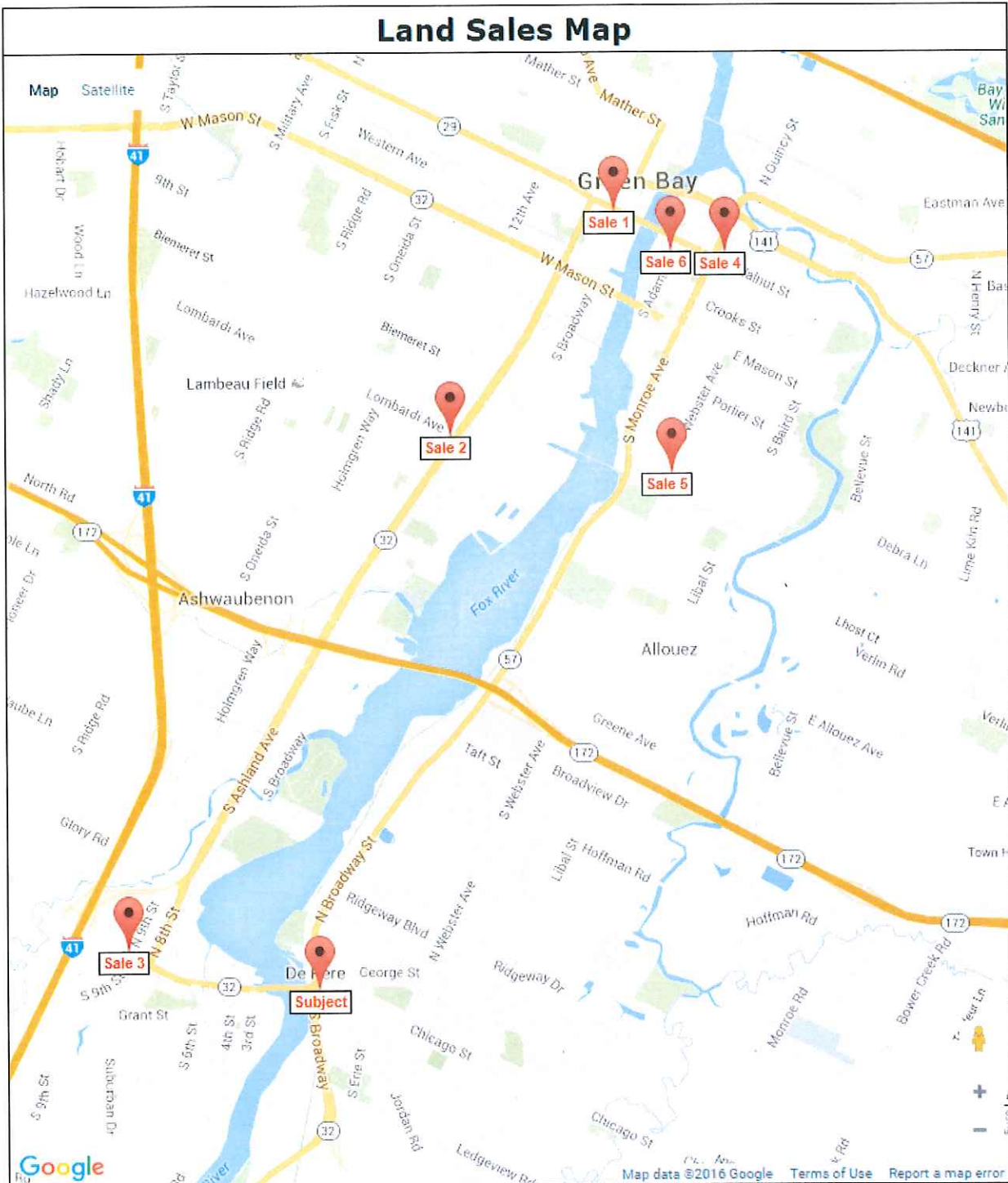
Size Sq. Ft.: 9,540

Price per Sq. Ft.: \$22.01

Size Acres: 0.219

Price per Acre: \$958,868

Comments: The property consists of a parking lot acquired by the owner of the office building to the north.



Comparable Sales Adjustment Analysis-Parcels ED-805, 806, & 807

In comparing the sales to the subject, they are first adjusted for differences in transactional factors, and then for differences in physical characteristics. The subject parcels differ in size and location, with Historic Parcels ED-805, 806, & 807 analyzed first. A sales adjustment grid presented on the following page.

Historic Parcels ED-805, 806, & 807

Land Sales Adjustment Grid

Sale Number	Subject	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Sale Price per Sq. Ft.		\$8.48	\$7.53	\$18.69	\$7.94	\$12.85	\$22.01
Property Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment		0%	0%	0%	0%	0%	0%
Adjusted Price per Sq. Ft.		\$8.48	\$7.53	\$18.69	\$7.94	\$12.85	\$22.01
Conditions of Sale	Typical	Typical	REO	Typical	Typical	Typical	Typical
Adjustment		0%	0%	0%	0%	0%	0%
Adjusted Price per Sq. Ft.		\$8.48	\$7.53	\$18.69	\$7.94	\$12.85	\$22.01
Sale Date	Mar-16	Nov-13	May-14	Jun-14	Feb-15	Feb-16	Feb-13
Market Conditions at	5%	12%	10%	9%	6%	1%	16%
Adjusted Price per Sq. Ft.		\$9.50	\$8.25	\$20.39	\$8.40	\$12.95	\$25.47
Physical Adjustments:							
Location	Wisconsin	Walnut	Ashland	Main	Cherry	Webster	Adams
Traffic	5,400	9,900	25,700	16,800	NA	13,400	2,100
Secondary Traffic			12,900	4,300			
Adjustment		0%	0%	-45%	35%	-20%	-45%
Size - Sq. Ft.	10,890	20,632	39,839	37,992	8,799	27,772	9,540
Adjustment		5%	10%	10%	0%	5%	0%
Zoning	B1	D1	PCD	PDD	OR	G	D2
Adjustment		0%	0%	0%	0%	0%	0%
Other Factors	Shape	None	Easements	Easements	Paving	Topo	Paving
Adjustment		-10%	0%	-10%	-35%	-5%	-20%
Total Adjustments		-5%	10%	-45%	0%	-20%	-65%
Indicated Value PSF		\$9.02	\$9.07	\$11.22	\$8.40	\$10.36	\$8.92

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Attachment: Mulva surplus prop appraisal April 2016 (4853 : Resolution #16-70, Authorizing

Weiler Appraisal Inc.**Property Rights Conveyed**

The sales all represent fee simple interests and no adjustments are required.

Conditions of Sale

This adjustment consists of factors such as favorable financing terms, or motivations of the parties in the transaction. Most of sales were either cash transactions or financed at market terms. They also involved no unusual motivations and therefore require no adjustments.

The grantor in Sale 2 acquired ownership through foreclosure. However, the site had been actively marketed and was indicated to not have been a distressed transaction. Therefore, no adjustment is required.

Market Conditions

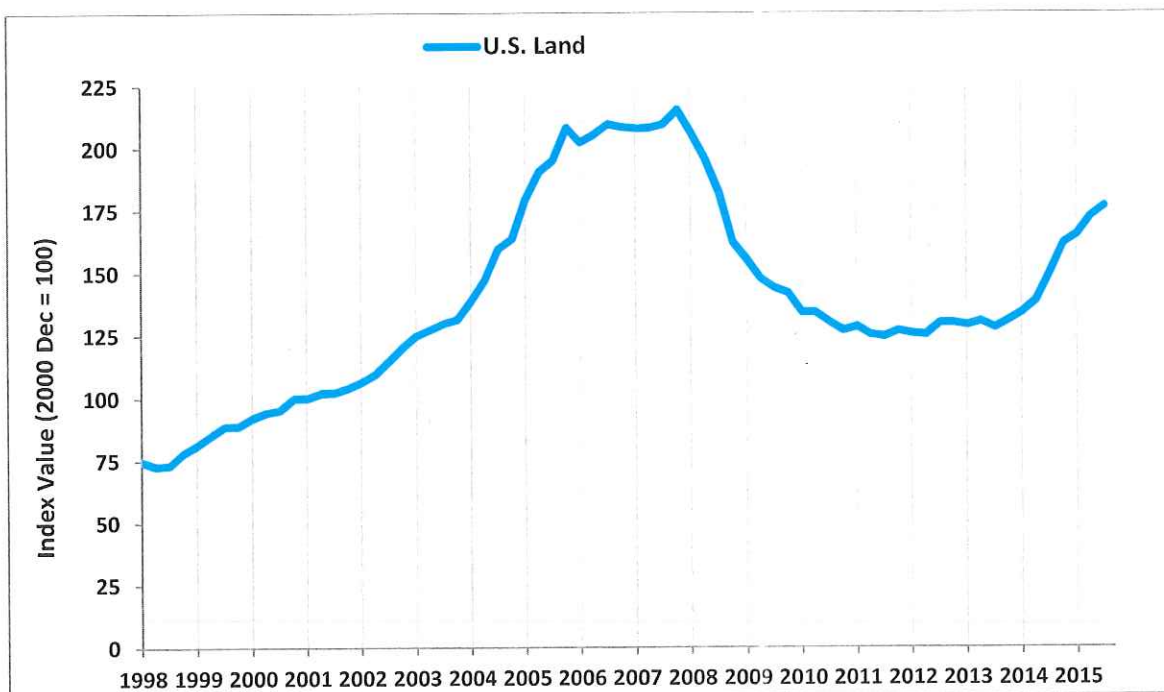
The sales are then adjusted for changes in market conditions between the date of sale and the effective date of value. As has been discussed earlier in this report, there had been significant downturns in general economic conditions, and also within the real estate market. The result has been a significant decline in the volume of sales activity. As such, market changes are more difficult to extract from the available sales.

Information regarding the Brown County real estate market was presented earlier and showed past increases in vacancy and declines in rental rates, in conjunction with the downturns in the economy. Recent improvements in the economy have resulted in declines in rental rates, with the exception being the office market. Furthermore, overall capitalization rates for improved properties had increased in 2009 and 2010, due to increases in investment risk and uncertainty associated with the downturns in the economy and real estate market. Subsequent improvements in the economy and real that market resulted in a declining trend in capitalization rates.

The CoStar Repeat Sale Index shows similar trends for properties on a national basis, with the subject being part of the Midwest regional market area. The land sales date back to November 2013, subsequent to the low point of the markets. The Midwest office market shows a 24% increase in values between the end of 2013 and the end of 2015. The retail market reports a 21% increase over this time frame, while the industrial market shows a 28% increase.

CoStar also has an index for the national land market, which is presented below. The index showed steady declines through the low point in the 3rd quarter 2011, followed by a period of fluctuating stability through mid-2013. Steady increases have occurred thereafter, totaling 44.0%. The CoStar report states that the land market posted its strongest growth over the prior 12 months, due to increases in demand for development sites across all property sectors. However, they also indicate that the index is still in the early stages of recovery and remains 16.3% below the prior peak. CoStar also states that the Midwest index has lagged during the entire recovery, with the Midwest market not reaching a trough until 2012, which is two years later than the northeast and west regions.

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Source: CoStar

General observations of the land market tend to show that the local markets had experienced a lesser rate of decline than that indicated by the CoStar US Land Index. This would include some continued construction activity for specific owner/user properties. Additionally, the local economy has generally fared somewhat better than the national markets, with unemployment rates remaining below national averages. Alternatively, recent increases in land values appear to be at a lower rate than those indicated by the CoStar index. In this respect, the office market remains soft, with the above average vacancy levels limiting construction activity. Similarly, the retail market has improved but recent development activity primarily consists of larger owner/user projects and smaller facilities in the major commercial corridors. The industrial market has maintained low vacancy levels and reported increases in asking rents. However, it is primarily an owner occupied market which has experienced very limited construction activity. Finally, downward consideration would again be applicable, as the Green Bay MSA is part of the Midwest region which has lagged the rate of improvement in other regions.

The sales date back to November 2013, with the CoStar index showing a 37.4% increase in values through the 4th quarter 2015. On an annualized basis, the index shows increases ranging from 9% to 20%. The wide range is attributable to the more significant rate of increase during 2014.

As noted above, a lesser rate of increase would be applicable to the subject market, to include lesser rates of improvement for the Midwest market in general. Additionally, the Green Bay industrial market showed greater stability, while the office market still has above average vacancy levels. The Green Bay retail market has shown steady declines in vacancy but construction activity has remained relatively limited. These factors all indicate that a lesser rate of increase would be applicable.

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Recognizing the improvements that have occurred in the markets in general but the lesser rates of change that occurred in the Green Bay market, it was estimated that a 5% annual rate of increase would be applicable.

Location

The subject parcels are located along Wisconsin Street, just east of the roundabout at Broadway Street. Traffic volumes along Wisconsin Street are at 5,400 vehicles per day. The site would also have some exposure to the 12,700 vehicles per day along Broadway Street, with the bridge crossing having 31,400 vehicles per day. Traffic volumes for the sales have been included on the adjustment grid.

The sales show varying differences in price due to location. For example, Sales 4 and 6 are both located in the downtown market area of Green Bay. They both essentially front along secondary roadways, with no specific traffic volumes available for Cherry Street. However, the surrounding densities of development have a far greater impact on value. In this respect, Sale 6 is centrally located with a high density of surrounding commercial development. Alternatively, Sale 4 is located on the east side of the downtown market, in a transitional area which becomes more predominantly residential. The result is a 67% lower per square foot sale price. The subject property would fall between these two sales, having more extensive surrounding commercial development and greater traffic volumes than Sale 4. While it has higher traffic than Sale 6, it has a much lower density of surrounding commercial development and much more circuitous access. It would be considered inferior on a net basis.

Similarly, Sale 2 is located at a signal light controlled intersection of Ashland Avenue and Lombardi Avenue. Traffic volumes are much higher than those abutting the subject. However, it is a mixed use area with commercial development to the immediate south and west of the sale, but industrial uses to the east, along the east side of Ashland Avenue, and lower density commercial and residential uses to the north, along the west side of Ashland Avenue. Access to the site is also more circuitous, with no direct access to the abutting portions of Ashland Avenue and Lombardi Avenue. Alternatively, Sale 3 is located at a signal controlled intersection of Main Avenue and 9th Street on the west side of De Pere. It has lower traffic volumes than Sale 2, but there is a much higher density of surrounding commercial development. The result is a 60% lower per square foot sale price for Sale 2, due to the combination of its lower density of surrounding commercial development and more circuitous access. The difference would be overstated, as Sale 2 is also impacted by easements discussed subsequently. When compared to the subject property, Sale 2 is similar in circuitous access, superior in traffic volumes, but inferior in surrounding density of commercial development. On a net basis, it would be considered relatively similar, indicating that a significant downward adjustment is required for sales in the major commercial areas.

Sale 1 is located along Walnut Street which provides a bridge crossing over the Fox River in the downtown Green Bay area. It is towards the west side of commercial development, with property uses transitioning to residential uses farther west. It has a lower density of commercial development than the subject. However, traffic volumes are higher and it has better accessibility. On a net basis, these factors were considered offsetting and no adjustment was required.

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Sale 2 was discussed above and is located at a signal light controlled intersection of Ashland Avenue and Lombardi Avenue. It has higher traffic volumes, less extensive surrounding commercial development, and similar circuitous access. On a net basis, it was considered relatively similar and requires no adjustment.

Sale 3 was discussed above and is located a signal light controlled intersection of Main Avenue and 9th Street. It is superior to the subject with respect to much more extensive surrounding commercial development and better accessibility. Based upon the previous comparison, a 45% downward adjustment is made.

Sale 4 was discussed above and is located along Cherry Street, a secondary roadway in an area transitioning to residential property uses. It has far less exposure than the subject but better accessibility. The density of surrounding commercial development is somewhat lower. Based upon the previous comparisons, a 35% upward adjustment has been made.

Sale 5 is located along a major traffic carrier with higher traffic volumes than Wisconsin Street along the subject. There is a lower density of surrounding commercial development but it has direct access to the abutting roadways. On a net basis, it was considered slightly superior due to its much better accessibility. A 20% downward adjustment has been made.

Sale 6 was discussed above and fronts along a less heavily traveled roadway but is significantly superior with respect to the surrounding density of commercial development and its accessibility. Based upon the previous comparisons, a 45% downward adjustment has been made.

Size

Typically, smaller sites sell for higher unit values. This is attributable to the greater capital outlay required to both purchase and develop larger properties. It also limits the potential market of buyers. The subject property is at the low end of the range of the sales and is also approaching a size where development possibilities become more limited. Each sale has been adjusted accordingly.

Zoning

The subject property is zoned B-1 Central Business District and PDD, Planned Development District. It allows for a fairly typical variety of commercial property uses. Most of the sales are zoned for commercial development and would have some differences in the underlying zoning ordinances. However, they all allow for a variety of commercial development and no discernible differences were noted in the sale prices for variations in the zoning. Accordingly, no adjustment is required.

Sale 4 has more restrictive zoning but is also situated in a transitional area of office and residential property uses. The zoning is appropriate for the location of the sale and no further adjustment would be considered applicable.

Weiler Appraisal Inc.**Other Factors**

Other factors considered significant would be physical attributes such as shape, topography, floodplain and/or wetland factors. The subject property is irregular in shape, as Historic Parcels ED-805 and ED-806 are triangular. The overall shape, coupled with the small size, results in very limited development potential for the northeast portions of the property. While subjective, a downward adjustment would be considered applicable to recognize the more limited development potential for the triangular shape, as compared to sales that are fairly rectangular. Accordingly, most of the sales were adjusted downward by 10% for this factor.

Sale 2 is impacted by several easements noted on the sales data sheet. They result in limitations on development due to their size, when compared to the size of the sale property. This was considered to offset the subjects shape attribute and no net adjustment was required.

Sale 3 is impacted by more extensive easement areas. However, it did not impact the proposed development by the buyer and no discount was indicated to be reflected in the sale price. Given the subjects irregular shape, the aforementioned 10% downward adjustment has been applied

Sale 5 has a downward sloping topography on the far east side of the site. This was considered to be a partially offsetting factor for the triangular shape of the subject. On a net basis, a 5% downward adjustment was made.

Finally, Sales 4 and 6 both consist of asphalt paved parking lots and would require downward consideration for the contributory value of the parking lot improvements. In this respect, consideration is given to parking lot development costs in section 66, page 3 of the Marshall Valuation cost manual. Sale 4 contains 31 parking spaces, indicating a site area of 284 square feet per space. Sale 6 has 33 parking spaces, indicating a site area of 289 square feet per space. This compare most closely to the low cost category, which indicates an average size per space of 285 square feet. Parking lot development costs for the low cost category are indicated at \$1,190 per space, which includes allowances for plans, surveys, and permits; grading; drainage; asphalt paving and drives; striping and bumpers; buildings and ticket booths; electrical, lighting, and wiring; and miscellaneous landscaping, fencing, and signage.

The sale properties do not have buildings or ticket booths, requiring a deduction of \$19.75 per space. Additionally, there is virtually no landscaping or fencing, which is included at \$134.00 per space. Deducting these costs results in a net cost of \$1036.25 per space or, \$3.64 per square foot.

Downward consideration would be applicable to recognize the impact of depreciation. Based upon the adjusted per square foot sale prices, downward adjustments of 25% and 10%, respectively have been made for the contributory value of the parking lot. The lower adjustment for Sale 6 is attributable to the higher per square foot sale price reducing the contributory value of the paving on a percentage basis. When combined with the previous 10% downward adjustment for shape, the total downward adjustments would be 35% and 20%, respectively.

Weiler Appraisal Inc.**Sales Comparison Approach Conclusion-Historic Parcels ED-805, 806, & 807**

The sales have an adjusted sale price range of \$8.40 per square foot to \$11.22 per square foot, with an average of \$9.50 per square foot. Although the adjustments made were subjective in nature, they are considered to be reflective of the impact on value for the underlying physical differences. Several of the sales require larger percentage adjustments, which is attributable to the limited volume of sales available in the current market. However, most of the sales provide a fairly consistent range of indicated value for the subject property.

Sale 3 falls above the other transactions and the sale price was stated to be “on the high side” by the buyer. No adjustment was made for motivation and therefore it is given lesser weight in the final market value conclusion. It would also skew the average upward.

The subject property has good visibility and exposure as it abuts a major roundabout. However, it is located towards the south end of commercial development in the downtown De Pere market area, it has more circuitous access, and it has an irregular shape. Therefore, market value was concluded at \$9.00 per square foot, falling slightly below mid-portion of the range, exclusive of Sale 3.

Multiplying \$9.00 per square foot by the 10,890 square feet of site area indicates a value by the Sales Comparison Approach of \$98,010, which is rounded to **\$98,000**.

Comparable Sales Adjustment Analysis-historic Parcel ED-814

Historic Parcel ED-814 contains only 3,049 square feet and no additional sales were found that are similar to the subject in this aspect. Accordingly, the sales used in the valuation of Historic Parcels ED-805, 806, & 807 will again be utilized. A revised land sales adjustment grid is presented on the following page.

Location

The subject property is located at the intersection of the Wisconsin Street and Broadway Street roundabout. As stated earlier, traffic volumes are at 12,700 vehicles per day along Broadway Street and 5,400 vehicles per day along Wisconsin Street. The visibility of the site was considered slightly superior to Historic Parcels ED-805, 806, & 807. However, surrounding densities of development and the circuitous access remain unchanged. Due to the slightly better visibility, the previous adjustments made for location have been revised upward by 10%.

Size

Historic Parcel ED-814 is significantly smaller than Historic Parcels ED-805, 806, & 807, and also much smaller than the comparable sales. However, the size is also at a point where development potential is very limited. The highest best use of the site was concluded to be as a parking lot in conjunction with the adjacent parcels. For this reason, no revisions are required to the adjustments previously made for size.

Historic Parcel ED-814**Land Sales Adjustment Grid**

Sale Number	<u>Subject</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Sale Price per Sq. Ft.		\$8.48	\$7.53	\$18.69	\$7.94	\$12.85	\$22.01
Property Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment		0%	0%	0%	0%	0%	0%
Adjusted Price per Sq. Ft.		\$8.48	\$7.53	\$18.69	\$7.94	\$12.85	\$22.01
Conditions of Sale	Typical	Typical	REO	Typical	Typical	Typical	Typical
Adjustment		0%	0%	0%	0%	0%	0%
Adjusted Price per Sq. Ft.		\$8.48	\$7.53	\$18.69	\$7.94	\$12.85	\$22.01
Sale Date	Mar-16	Nov-13	May-14	Jun-14	Feb-15	Feb-16	Feb-13
Market Conditions at	5%	12%	10%	9%	6%	1%	16%
Adjusted Price per Sq. Ft.		\$9.50	\$8.25	\$20.39	\$8.40	\$12.95	\$25.47
Physical Adjustments:							
Location	Wisconsin	Walnut	Ashland	Main	Cherry	Webster	Adams
Traffic	12,700	9,900	25,700	16,800	NA	13,400	2,100
Secondary Traffic	5,400		12,900	4,300			
Adjustment		10%	10%	-35%	45%	-10%	-35%
Size - Sq. Ft.	3,049	20,632	39,839	37,992	8,799	27,772	9,540
Adjustment		5%	10%	10%	0%	5%	0%
Zoning	B1	D1	PCD	PDD	OR	G	D2
Adjustment		0%	0%	0%	0%	0%	0%
Other Factors	Comments	None	Easements	Easements	Paving	Topo	Paving
Adjustment		0%	10%	0%	-25%	5%	-10%
Total Adjustments		15%	30%	-25%	20%	0%	-45%
Indicated Value PSF		\$10.92	\$10.72	\$15.29	\$10.08	\$12.95	\$14.01

Weiler Appraisal Inc.

Attachment: Mulva surplus prop appraisal April 2016 (4853 : Resolution #16-70, Authorizing

Weiler Appraisal Inc.**Zoning**

The subject property is zoned B-1 Central Business District and PDD, Planned Development District. No revisions are required to the previous adjustments made for zoning.

Other Factors

Other factors considered significant would be physical attributes such as shape, topography, floodplain and/or wetland factors. The subject property is triangular in shape and inferior to Historic Parcels ED-805, 806, & 807 which include a larger rectangular site area. The much smaller size of the subject property results in the shape placing greater limitations on development potential.

For example, off-street parking requirements in the City of De Pere zoning ordinance indicate that parking spaces are to be at least 8 ½ feet wide and 18 ½ feet long. Additionally, aisles must be at least 24 feet wide for 90-degree parking, 18 feet wide for 60-degree parking, and 15 feet wide for 45-degree parking. Thus, for 90-degree parking, a total width of 42 ½ feet is required. However, the site has a maximum width of about 45 feet on its east side and narrows to the west. Accordingly, it could likely only accommodate 2 spaces in a typical 90-degree parking development. The use of 45-degree parking would allow for a smaller aisle of 15 feet and require a stall depth of about 12 feet, for a total of 27 feet. However, the angle parking results in an increase in the stall width along the south side of the property. It was estimated that this configuration could accommodate about 5 parking spaces on the eastern site area, with the western site area too narrow to meet the standards.

Alternatively, parking development could consist of parallel parking spaces along the northeast and south sides of the site. The zoning ordinance for parallel parking requires a length of 23 feet and a width of 12 feet. The northeast side of the site has about 115 feet of frontage along Wisconsin Street, while the south side has a depth of about 105 feet. However, the triangular shape would limit parallel parking to a single row at its western end. As such, parallel parking would likely be comprised of 4 spaces along south side but only 2 spaces on the northeast, for a total of 6.

The previous discussion indicates that development of the site could most likely accommodate 5 to 6 parking spaces. The site contains 3,049 square feet, indicating a site area of 508 to 610 square feet per space. Sales 4 and 6 are developed for more typical parking lots and have average sizes per space of 284 square feet and 289 square feet, respectively. Thus, the triangular shape of the subject site, coupled with its small size, results in a reduction in development potential of 43% to 53%, when compared to the aforementioned average sizes per space.

The previous discussion shows that there is a significant reduction in the development potential due to the shape of the subject site, coupled with its small size. Accordingly, it will be accounted for separately in the final market value conclusion, as opposed to its inclusion in the adjustment grid. Therefore, the previous 10% downward adjustment made for shape will be excluded from the analysis, resulting in an upward revision of 10% to the previous adjustments made.

Weiler Appraisal Inc.**Sales Comparison Approach Conclusion-Historic Parcel ED-814**

The sales have an adjusted sale price range of \$10.08 per square foot to \$15.29 per square foot, with an average of \$12.33 per square foot. This excludes the impact of the triangular shape of the subject site, which is being accounted for separately. Sale 3 again falls above the range of the other transactions for reasons discussed previously. It would also skew the average upward.

Historic Parcel ED-814 was considered to require some added downward consideration in the final market value conclusion, as its limited development potential reduces the market of prospective buyers. Therefore, market value prior to the consideration of shape was concluded at \$11.00 per square foot, falling into the lower portion of the range. As noted earlier, the triangular shape of the property, coupled with its small size, results in a 43% to 53% reduction in its development potential for parking lot use, when compared to typical parking lots in the market, as represented by Sales 4 and 6. The prior analysis was based upon the estimated physical dimensions of the site and would involve some uncertainty as to whether 5 to 6 parking spaces could functionally be accommodated. Accordingly, a downward adjustment to 50% was considered to be appropriate for the triangular shape of the property, falling into the upper portion of the previously discussed range. Applying this discount to the prior value of \$11.00 per square foot, would indicate a final market value conclusion of \$5.50 per square foot.

Multiplying \$5.50 per square foot by the 3,049 square feet of site area indicates a value by the Sales Comparison Approach of \$16,770, which is rounded to **\$17,000**.

<u>Sales Comparison Approach Value Conclusion</u>	\$98,000
Historic Parcels ED-805, 806, & 807	

<u>Sales Comparison Approach Value Conclusion</u>	\$17,000
Historic Parcel ED-814	

Weiler Appraisal Inc.**Reconciliation of Value Conclusions**

In the reconciliation of value conclusions, the appraiser considers the appropriateness of each of the approaches, and the availability and quality of the market data used in each approach, to arrive at a final opinion of market value. The subject property consists of vacant land and only the sales comparison approach to value is applicable. It indicated a value conclusion of \$98,000 for Historic Parcels ED-805, 806, & 807, and a value conclusion of \$17,000 for Historic Parcel ED-814.

As discussed earlier, Walgreens constructed a store at the northeast corner of Broadway Street and Wisconsin Street, across from the subject site. The transactions in this development occurred in October 2013 but were not typical market land sales. The development included the purchase of three old commercial structures totaling 14,431 square feet. They were situated on a combined site area of 10,929 square feet. They were acquired in three transactions totaling \$948,000 or, \$86.74 per square foot of site area. An additional 27,855 square feet of site area was acquired from the City of De Pere. Most of this land consisted of a former municipal parking lot. It was stated that it was transferred to the property owner as part of the development obligations in the developer's agreement, with no cash changing hands. Accordingly, this development would provide no meaningful indications of market values for the land in the area.

The limited volume of sales activity is attributable to the past downturns in the economy and the comparatively limited level of recent construction activity. Similarly, while the subject parcels are favorably located with respect to the roundabout and bridge crossing over the Fox River, they are towards the south end of commercial development along the Broadway and Wisconsin Street corridors, and have more circuitous access. Overall, the available market data was considered to be supportive of final As Is market value conclusions of **\$98,000** for Historic Parcels ED-805, 806, & 807, and **\$17,000** for Historic Parcel ED-814.

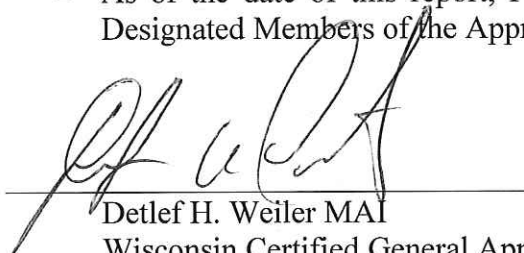
<u>Final As Is Market Value Conclusion</u>	<u>\$98,000</u>
Historic Parcels ED-805, 806, & 807	

<u>Final As Is Market Value Conclusion</u>	<u>\$17,000</u>
Historic Parcel ED-814	

Weiler Appraisal Inc.**Certification**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- I have completed two prior appraisals of property that included the subject site within the three-year period immediately preceding acceptance of this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment (or any future appraisals for this client) is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, and with the requirements of the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.


 Detlef H. Weiler MAI
 Wisconsin Certified General Appraiser
 Certificate Number 237-10

April 6, 2016
 Date

Assumptions and Limiting Conditions

The appraisal report has been made with the following general assumptions and limiting conditions.

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Any allocation of a total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal, and are invalid if so used.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering studies are assumed to be correct. The plat maps and illustrative material in this report are included only to help the reader visualize the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
7. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considering the appraisal report.
8. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described, and considered in the appraisal.
9. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.
10. It is assumed that the use of the land and improvements is confined within the boundary or property lines of the property described, and that there is no encroachment or trespass unless noted in the report.
11. Possession of this report, or copy thereof, does not carry with it the right of publication.

Weiler Appraisal Inc.

12. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
13. Responsible ownership and competent property management are assumed.
14. Unless otherwise stated in the report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.
15. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question, unless arrangements have been previously made.

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Wisconsin Street roundabout facing southwest along
Historic Parcels ED-805, 806, & 807



Wisconsin Street facing south along Historic Parcels ED-805, 806, & 807



Historic Parcel ED-805, facing south



Historic Parcel ED-806, facing west

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Historic Parcel ED-807, facing west



Alley facing south from Wisconsin Street roundabout



Wisconsin Street roundabout facing northeast along Historic Parcel ED-814



Wisconsin Street roundabout facing southwest along Historic Parcel ED-814

Weiler Appraisal Inc.



Broadway Street facing north across roundabout



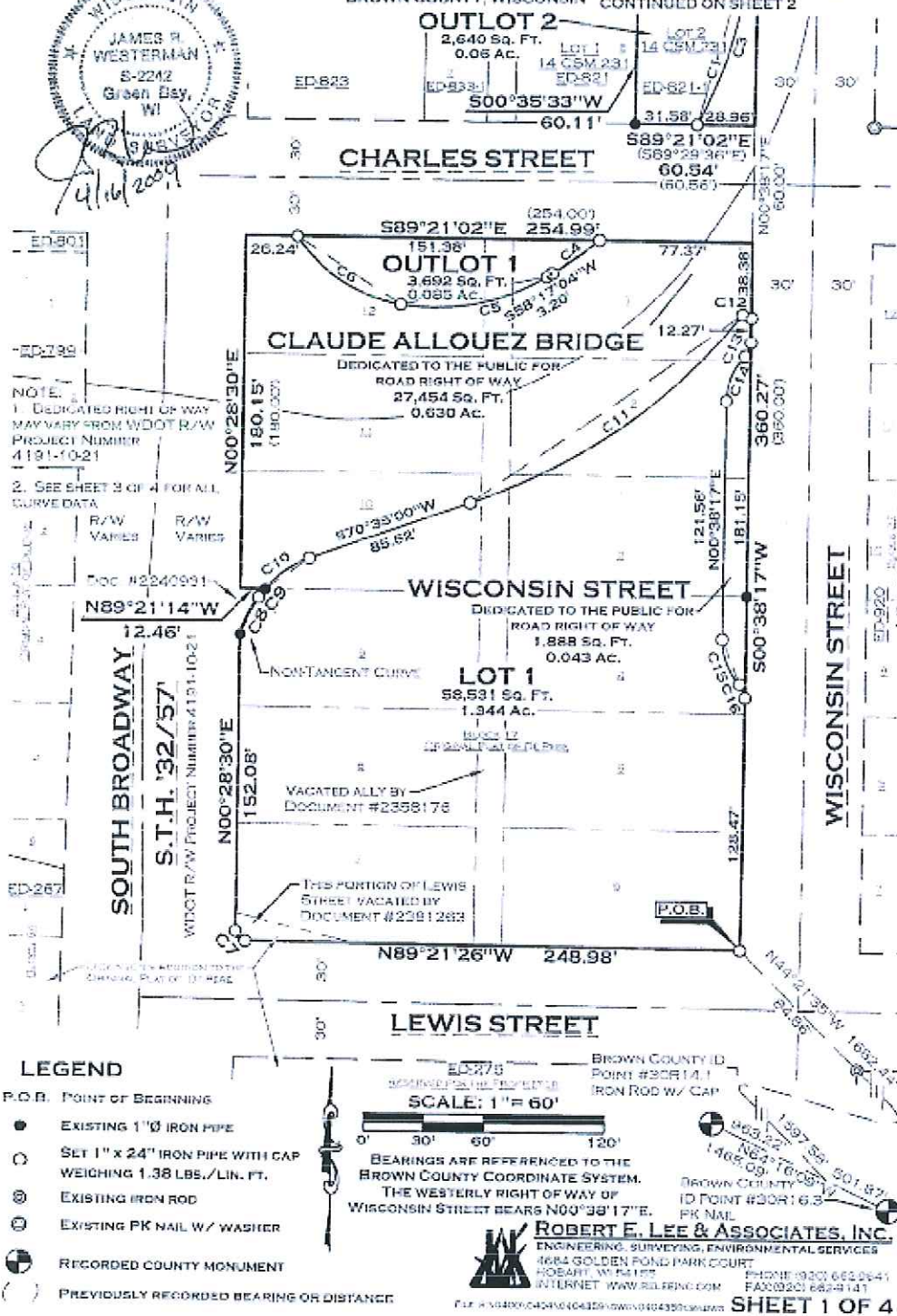
Historic Parcel ED-814 facing southwest, showing transformer and cable boxes

2415438

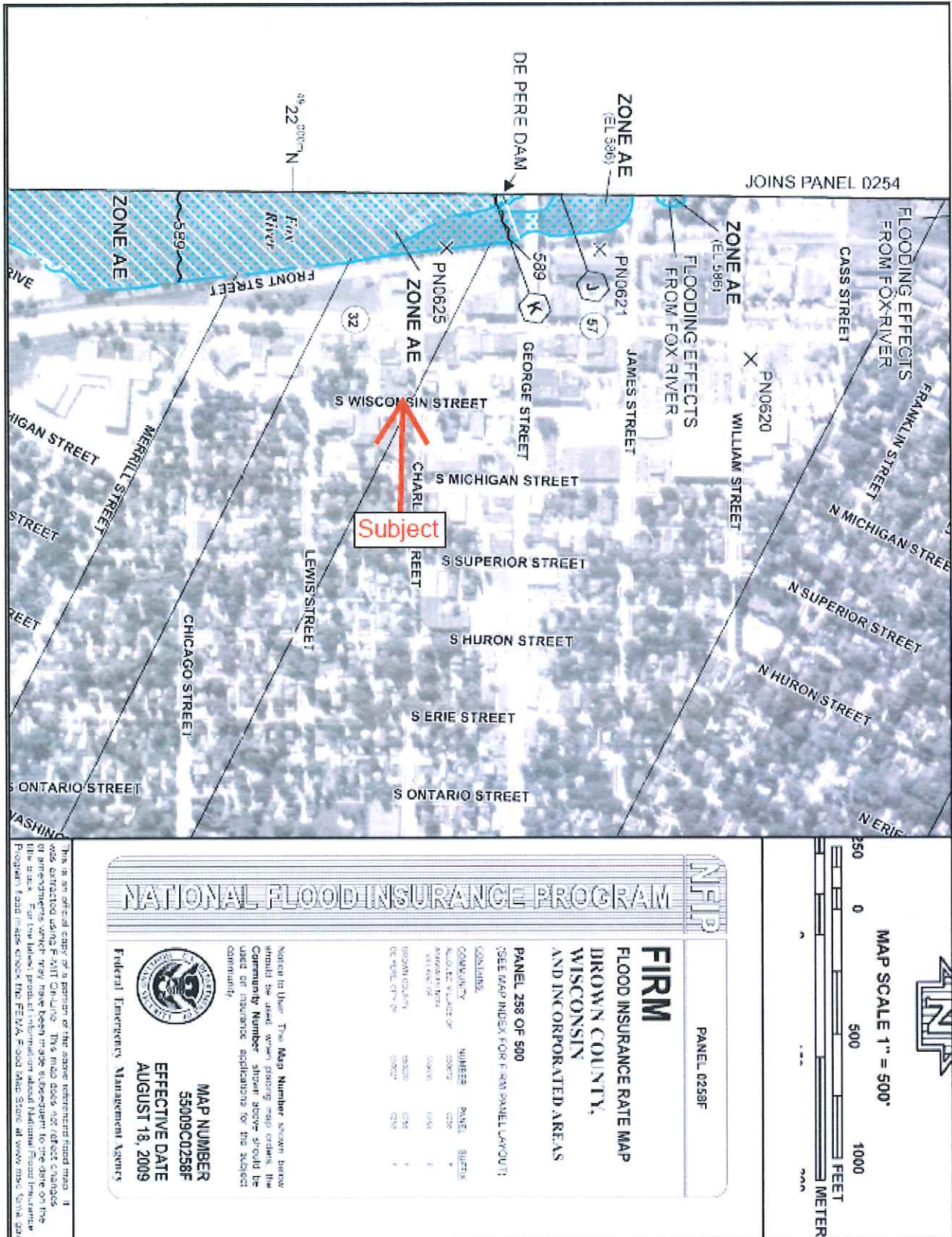
7902

CERTIFIED SURVEY MAP

ALL OF LOT 2, VOLUME 14 OF CERTIFIED SURVEY MAPS, PAGE 231, MAP #2863 AND LOTS 3, 4, AND 8, ALL LOCATED IN BLOCK 18 AND PART OF LOT 9 AND ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, AND 12 ALL LOCATED IN BLOCK 17, AND PART OF A VACATED ALLEY, ALL BEING PART OF THE ORIGINAL PLAT OF DE PERE AND PART OF DICKINSON'S ADDITION TO THE ORIGINAL PLAT OF DE PERE, EAST SIDE OF FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN CONTINUED ON SHEET 2



VOL 54 PAGE 312



<http://msc.fema.gov/portal>

Weiler Appraisal Inc.**Qualifications of Detlef H. Weiler, MAI****Education**

Graduate of University of Wisconsin-Madison: BBA Finance - 1984; MBA Finance - 1985

Recent Appraisal Institute Seminars and Courses:

- Tenant Credit Analysis
- Introducing Valuation for Financial Reporting
- Introduction to Green Buildings: Principles & Concepts
- Uniform Standards of Professional Appraisal Practice
- Business Practices and Ethics
- Condemnation Appraisal Symposium
- Emerging Trends That Affect Your Profession
- Marketability Studies: Advanced Considerations and Applications
- 2015 Year in Review Symposium
- Fundamentals of Separating Real, Personal Property, & Intangible Business Assets

Numerous other professional real estate courses and seminars

Appraisal Experience

President of Weiler Appraisal Inc. since 2009, providing commercial real estate valuation services in the northeastern Wisconsin market. Property types valued include office, retail, industrial, restaurant, automobile dealerships, land, and hotels.

Appraiser for Barnard & Associates from 1992 to 2009. Appraised a wide variety of commercial and industrial properties in the northeastern Wisconsin area.

Appraiser for Allen, Williford, and Seale in Houston, Texas from 1985 to 1992. Appraised commercial, industrial, and multi-family properties throughout Texas for mortgage and right-of-way purposes.

Professional Affiliations

Appraisal Institute, MAI Member Number 8968.

Appraisal Institute: 2013-14 Region III Chair of Nominating Committee. 2008-12 National Board of Directors, 2011-12 Region III Chair, 2009-10 Region III Vice Chair, 2008 Region III Third Director and Treasurer, 2006 Wisconsin Chapter President, 2005 Wisconsin Chapter Vice President, 2004 Wisconsin Chapter Treasurer, 2003 Wisconsin Chapter Secretary.

State of Wisconsin Certified General Appraiser, Certificate Number 237

Member Beta Gamma Sigma – The International Business Honor Society

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

MEETING DATE: June 21, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Consider Community Service Grant Application.

ATTACHMENTS:

- grant application (PDF)



City Of De Pere

COMMUNITY SERVICE GRANT APPLICATION

GROUP/INDIVIDUAL INFORMATION

Group Name:	De Pere Historical Society		
Grant Applicant Name:	Dr. Adam Stueck	Email address:	info@deperehistoricalsociety.org
Physical Address:	403 N. Broadway De Pere, WI. 54115		
Phone Number:	920-336-3877	Alt. Phone Number:	n/a
Date:	5-31-16	Program Title:	De Pere Historical Society Children's Newsletter

INSTRUCTIONS

Goals should always be: **S** – Specific **M** – Measurable **A** – Achievable **R** – Realistic **I** – Time Bound

In the area below, describe your community service proposal in lieu of the following considerations:

1. **Goal/Objective.** Briefly describe each goal/objective and when the goal/objective should be met or accomplished.
2. **Measurement.** How will the goal/objective be achieved? What benefit will citizens of the city of De Pere gain through this project?
3. **Itemize all anticipated expenses.** Describe all materials that will need to be purchased for the project and how they will relate to the overall objective. Also provide cost estimates associated with the project, not to exceed \$300.00.

PROJECT OUTLINE

Description:

Please see attached narrative.

1ST GOAL/OBJECTIVE

Description:

Please see attached narrative.

2ND GOAL/OBJECTIVE

Description:

Please see attached narrative

3RD GOAL/OBJECTIVE

Description:

Please see attached narrative

MISCELLANEOUS INFORMATION

Deadlines: Grant application deadline is June 1 or December 1 of each year. The City Council will evaluate the proposals for selecting recipients at the 2nd Council meeting of the month of award.

All grant applications shall be submitted to the City Clerk's office on or before the grant deadline.

The following criteria will be used to evaluate each proposal:

1. Contribution to public safety
2. Contribution to community awareness
3. Improves community infrastructure
4. Creativity of proposal
5. Enhances the aesthetic quality of the city
6. Contributes to city culture or an overall sense of community

Your signature below indicates that your application, if selected, will adhere to the program as outlined above. No grant funds shall be spent in a fashion outside the scope of the aforementioned project. No grant funds may be used for alcohol, drugs, any behavior or activity which is contrary to local ordinances, state statutes, or federal law.

Signature (Group Representative): Dr. Adam Stueck Date: 5-31-16

Printed Name (Group Representative): Dr. Adam Stueck

H:\nrenier\Misc\Community Service Grant Application - revised dates per Char 10-5-10.doc

Grant Application for the Community Service Grant of the City of De Pere for the Purpose of Gaining Funding in Support of the De Pere Historical Society Children's Newsletter

Prepared by Dr. Adam Stueck
Director, De Pere Historical Society

Part I: Project Description and Objectives

For five years, the De Pere Historical Society has offered a wealth of educational programming to the elementary schools of De Pere. These programs include *Four Seasons and Seven Years Ago*, an outreach program taken into the classroom to teach students about the Civil War as experienced by school aged children of the nineteenth century; *The Downtown De Pere Walking Tour*, a day long program in downtown De Pere to educate students on history, computer research, environmental awareness, and harnessing our waterways responsibly. In late 2015, we added a series of photo show programs designed specifically for De Pere's assisted living facilities as part of our ongoing community outreach. To date, we have presented more than a dozen such programs which have been received very positively by these facilities staff, residents, and the community as a whole.

In addition, the organization distributes to all De Pere public and private schools our children's newsletter. All of these programs and services are presented with no cost, as the expenses are carried by the De Pere Historical Society as a service to the community.

The children's newsletter is much like our standard newsletter distributed through the community, but contains information designed for a fourth grade level reader on the history of De Pere and its place in the greater history of Wisconsin and the United States. It is used by teachers in the classroom and is sent home with students to familiarize children and their families with our community's heritage, successfully bridging the gap between educating students in school and the home. Photographs, articles, quizzes, and inquiry based learning tools are used to solicit children and families to gain an interest in De Pere's history.

Part II: Measurable Objectives

The objectives are measurable in several ways. All of the organization's educational programming reinforces both local and Wisconsin educational guidelines in not only history but science, technology, geography, and reading. The children's newsletter is a tangible example of how such programming prepares students not only as responsible citizens, but also assists with students' success in state mandated standardized tests.

As each newsletter also includes a series of quiz questions for school children, the impact is directly measurable in online visits to both our website and facebook page where the answers are posted.

Finally, as we utilize Badgerland Printing, a De Pere based printing company, to print these newsletters, we are supporting local business with these efforts as well.

Part III: Itemization of Anticipated Expenses

One of the primary expenses of this project is the printing cost of the children's newsletter. These newsletters are printed by Badgerland Printing, a De Pere business, at the cost of \$115.00 for a printing of 1200 newsletters that are distributed. The four distributions of the children's newsletter collectively represent a total annual cost is \$460.

The De Pere Historical Society respectfully requests a grant of \$300.00 to offset the cost of this valuable service the organization provides to our community's families. This generous grant would leave the more manageable cost of \$160.00 as the responsibility of the De Pere Historical Society.

On the behalf of the De Pere Historical Society, I thank you for your time and consideration.

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

MEETING DATE: June 21, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Discussion of and Update on Research Regarding the Unassigned Parcel (Front Street west of Fox River Trail at former Bridge Abutment)

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

MEETING DATE: June 21, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Consideration of One Law Group request for Conflict Waiver

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

MEETING DATE: June 21, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- Vouchers (PDF)

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PAGE: 1

CKET: 05179 JUN 2016 COUNCIL - 2 6-21-16

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	I-101056	AMBROSIUS SALES & SERVICE	R	6/21/2016		31.13CR	078816	31.13
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	I-TT330	AURORA BAYCARE MED CTR LLC	R	6/21/2016		168.67CR	078817	168.67
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0020	BADGERLAND PRINTING INC							
	I-27803	BADGERLAND PRINTING INC	R	6/21/2016		40.00CR	078819	40.00
0027	BAY TOWEL INC							
	I-2183210	BAY TOWEL INC	R	6/21/2016		46.30CR	078820	
	I-2183211	BAY TOWEL INC	R	6/21/2016		77.85CR	078820	
	I-2183212	BAY TOWEL INC	R	6/21/2016		39.28CR	078820	
	I-2185462	BAY TOWEL INC	R	6/21/2016		136.48CR	078820	
	I-2185479	BAY TOWEL INC	R	6/21/2016		60.13CR	078820	360.04
0025	BAYCOM INC							
	I-EQUIPINV_002905	BAYCOM INC	R	6/21/2016		4,770.00CR	078821	
	I-EQUIPINV_002983	BAYCOM INC	R	6/21/2016		135.00CR	078821	4,905.00
4784	BEACON ATHLETICS							
	I-458156-IN	BEACON ATHLETICS	R	6/21/2016		620.00CR	078822	620.00
2970	BELLINHEALTH INC							
	I-00069	BELLINHEALTH INC	R	6/21/2016		19.71CR	078823	19.71
1532	BOBCAT PLUS INC							
	I-IG27298	BOBCAT PLUS INC	R	6/21/2016		1,241.49CR	078824	1,241.49
0038	BROADWAY AUTOMOTIVE INC							
	I-346026P	BROADWAY AUTOMOTIVE INC	R	6/21/2016		6.68CR	078825	6.68
2984	BROWN COUNTY TREASURER							
	I-2016-00000009	BROWN COUNTY TREASURER	R	6/21/2016		1,815.12CR	078826	1,815.12
6061	CARRICO AQUATIC RESOURCES INC							
	I-20161655	CARRICO AQUATIC RESOURCES INC	R	6/21/2016		5,000.00CR	078827	5,000.00

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	I-11750	CLEANING SOLUTION SERVICES INC	R	6/21/2016		367.15CR	078828	2,099.15
6414	COMMUNICATIONS ENGINEERING CO							
	I-BILL206495	COMMUNICATIONS ENGINEERING CO	R	6/21/2016		995.00CR	078829	
	I-BILL206556	COMMUNICATIONS ENGINEERING CO	R	6/21/2016		340.00CR	078829	
	I-BILL206586	COMMUNICATIONS ENGINEERING CO	R	6/21/2016		203.60CR	078829	1,538.60
0217	COUNTRY VISIONS COOPERATIVE							
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	I-201606076033	COUNTRY VISIONS COOPERATIVE	R	6/21/2016		29.25CR	078830	
	I-201606076034	COUNTRY VISIONS COOPERATIVE	R	6/21/2016		20.62CR	078830	
	I-201606076035	COUNTRY VISIONS COOPERATIVE	R	6/21/2016		110.61CR	078830	
	I-201606086036	COUNTRY VISIONS COOPERATIVE	R	6/21/2016		16.27CR	078830	183.51
0069	DE PERE GREENHOUSE INC							
	I-27074	DE PERE GREENHOUSE INC	R	6/21/2016		50.00CR	078831	50.00
0075	DIGGERS HOTLINE INC							
	I-160 5 36401	DIGGERS HOTLINE INC	R	6/21/2016		1,611.67CR	078832	
	I-160 5 36402	DIGGERS HOTLINE INC	R	6/21/2016		19.14CR	078832	1,630.81
0086	EMPLOYEE RESOURCE CENTER INC							
	I-ERC-0516-7179	EMPLOYEE RESOURCE CENTER INC	R	6/21/2016		405.00CR	078833	405.00
7393	EXPRESS SERVICES INC							
	I-17330643-2	EXPRESS SERVICES INC	R	6/21/2016		1,242.00CR	078834	
	I-17365393-2	EXPRESS SERVICES INC	R	6/21/2016		1,104.00CR	078834	2,346.00
0331	FERGUSON WATERWORKS #1476 INC							
	I-196633	FERGUSON WATERWORKS #1476 INC	R	6/21/2016		9,300.00CR	078835	9,300.00
2627	FESTIVAL FOODS INC							
	I-45259-19	FESTIVAL FOODS INC	R	6/21/2016		40.34CR	078836	
	I-45507-20	FESTIVAL FOODS INC	R	6/21/2016		20.05CR	078836	60.39
0098	FLY ME FLAG CO INC							
	I-7648	FLY ME FLAG CO INC	R	6/21/2016		220.00CR	078837	220.00
0562	GALL'S INC							
	I-5484309	GALL'S INC	R	6/21/2016		95.98CR	078838	95.98

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0116	GRAINGER INC I-9114141758	GRAINGER INC	R	6/21/2016		9.39CR	078841	9.39
2044	GREEN BAY TITLE COMPANY INC I-TS59218	GREEN BAY TITLE COMPANY INC	R	6/21/2016		150.00CR	078842	150.00
4615	HOLTGER BROS INC I-161057	HOLTGER BROS INC	R	6/21/2016		960.00CR	078843	960.00
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5484	HYDROCORP INC I-39126-IN I-39208-IN	HYDROCORP INC HYDROCORP INC	R R	6/21/2016 6/21/2016		2,876.00CR 3,325.00CR	078846 078846	6,201.00
1399	INDOFF INC I-2806220 I-2806693	INDOFF INC INDOFF INC	R R	6/21/2016 6/21/2016		42.29CR 159.75CR	078847 078847	202.04
0141	JEFFERSON FIRE & SAFETY INC I-227016	JEFFERSON FIRE & SAFETY INC	R	6/21/2016		1,366.00CR	078848	1,366.00
1276	JX ENTERPRISES INC I-D-261230056 I-D-261250090 I-D-261520041 I-D-261530003	JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC	R R R R	6/21/2016 6/21/2016 6/21/2016 6/21/2016		5.59CR 320.59CR 24.80CR 22.18CR	078849 078849 078849 078849	373.16
3140	KUNDINGER FLUID POWER INC C-50381845 I-50384475	KUNDINGER FLUID POWER INC KUNDINGER FLUID POWER INC	R R	6/21/2016 6/21/2016		148.80 932.27CR	078850 078850	783.47

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	I-83754	MENARDS INC	R	6/21/2016		15.98CR	078851	
	I-85873	MENARDS INC	R	6/21/2016		37.38CR	078851	
	I-85889	MENARDS INC	R	6/21/2016		22.37CR	078851	
	I-86018	MENARDS INC	R	6/21/2016		9.72CR	078851	
	I-86158	MENARDS INC	R	6/21/2016		195.19CR	078851	
	I-86437	MENARDS INC	R	6/21/2016		13.69CR	078851	323.51
7407	MEULEMANS BROTHERS ELECTRIC LLC							
	I-1546	MEULEMANS BROTHERS ELECTRIC LL	R	6/21/2016		2,370.00CR	078852	2,370.00
7267	MULTIMEDIA COMMUNICATIONS & ENGINEERING INC							
	I-2478	MULTIMEDIA COMMUNICATIONS & EN	R	6/21/2016		280.00CR	078853	280.00
0531	NORTHEAST AUTO PARTS INC							
	I-311829	NORTHEAST AUTO PARTS INC	R	6/21/2016		9.60CR	078854	
	I-3118396	NORTHEAST AUTO PARTS INC	R	6/21/2016		24.36CR	078854	
	I-311845	NORTHEAST AUTO PARTS INC	R	6/21/2016		41.86CR	078854	75.82
5433	NORTHEAST WI TECH COLLEGE							
	I-SFT0000110639	NORTHEAST WI TECH COLLEGE	R	6/21/2016		80.00CR	078855	80.00
7402	PAC-VAN INC							
	I-2477615	PAC-VAN INC	R	6/21/2016		112.00CR	078856	112.00
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-65006	PM SUPPLY - WRIGHT INDUSTRIAL	R	6/21/2016		348.40CR	078857	348.40
1246	PREVEA HEALTH							
	I-102394	PREVEA HEALTH	R	6/21/2016		122.85CR	078858	122.85
0218	PROMOTIONAL DESIGNS INC							
	I-272917	PROMOTIONAL DESIGNS INC	R	6/21/2016		78.75CR	078859	78.75
1890	S I METALS AND SUPPLY							
	I-183759	S I METALS AND SUPPLY	R	6/21/2016		90.00CR	078860	90.00
0235	SAINT VINCENT HOSPITAL							
	I-43568	SAINT VINCENT HOSPITAL	R	6/21/2016		19.65CR	078861	19.65

6/08/2016 3:49 PM

A / P CHECK REGISTER

PAGE: 5

PKET: 05179 JUN 2016 COUNCIL - 2 6-21-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0406	SIMPLEXGRINNELL INC I-82550205	SIMPLEXGRINNELL INC	R	6/21/2016		1,767.64CR	078862	1,767.64
0252	SOUTHSIDE TIRE CO INC I-3052751	SOUTHSIDE TIRE CO INC	R	6/21/2016		46.44CR	078863	46.44
0258	SUPERIOR CHEMICAL CORP I-127052	SUPERIOR CHEMICAL CORP	R	6/21/2016		215.74CR	078864	215.74
7415	THIS END UP FURNITURE CO I-21467	THIS END UP FURNITURE CO	R	6/21/2016		2,758.20CR	078865	2,758.20
0268	TRUCK EQUIPMENT INC I-692301-00	TRUCK EQUIPMENT INC	R	6/21/2016		75.72CR	078866	75.72
7417	VERDIN CO, THE I-158123	VERDIN CO, THE	R	6/21/2016		2,725.00CR	078867	2,725.00
0278	VIKING MACHINE & DESIGN INC I-4849	VIKING MACHINE & DESIGN INC	R	6/21/2016		300.00CR	078868	300.00
6418	WI DEPT OF NATURAL RESOURCES I-WU63094	WI DEPT OF NATURAL RESOURCES	R	6/21/2016		125.00CR	078869	
	I-WU63668	WI DEPT OF NATURAL RESOURCES	R	6/21/2016		125.00CR	078869	250.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	55	0.00	62,322.51	62,322.51
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	55	0.00	62,322.51	62,322.51

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

6/08/2016 3:49 PM

A / P CHECK REGISTER

PAGE: 6

CKET: 05179 JUN 2016 COUNCIL - 2 6-21-16

VENDOR SET: 01

BANK : AP ASSOCIATED

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

FUND	PERIOD	AMOUNT
100	6/2016	31,390.42CR
201	6/2016	371.16CR
205	6/2016	150.00CR
208	6/2016	1,581.49CR
415	6/2016	11,706.76CR
601	6/2016	16,075.39CR
650	6/2016	1,047.29CR
=====		
ALL		62,322.51CR

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

MEETING DATE: June 21, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 6-21-2016 (PDF)

CITY OF DE PERE -June 21, 2016

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	COWAN, MITCHELL J.	100 N. FRONT ST #101	DE PERE	WI	54115
2	HURST, MICHAEL J.	205 S. OAKLAND AV #B	GREEN BAY	WI	54303
3	RADEY, JESSICA A.	3070 WEST POINT RD	GREEN BAY	WI	54313
4	TAVERA, ALEX	3694 MAY LN	DE PERE	WI	54115
5	VAN DYKE, JACK M.	421 S. ONTARIO ST	DE PERE	WI	54115
6	YATSO, RACHEL K.	1752 BURGOYNE CT #25	DE PERE	WI	54115

New Operator License Applications for the 2016-2018 Licensing Period					
1	BARZYK, CLAIRE M.	100 GRANT ST #109	DE PERE	WI	54115
2	BECK, MICAH E.	1096 SPRINGFIELD DR	DE PERE	WI	54115
3	CORRIGAN, JACQUELINE A.	801 ELMORE ST	GREEN BAY	WI	54303
4	DANEN, JESSICA E.	417 S MICHIGAN ST	DE PERE	WI	54115
5	EVENSON, NICHOLAS G.	905 OUTWARD AV	DE PERE	WI	54115
6	GAZELLA, CASEY R.	1409 S. NORWOOD APT C	GREEN BAY	WI	54304
7	HAMMILL, JOSHUA C.	302 GEORGE ST #8	DE PERE	WI	54115
8	HUSS, TABITHA J.	1110 TERRY LN LOT #4	DE PERE	WI	54115
9	LOVAS, JOSEPH R.	1122 TYSON RD	EAGLE RIVER	WI	54521
10	MEERT, JULIE A.	1726 14TH AV	GREEN BAY	WI	54304
11	RUANE, KIERAN	11440 WOODLAWN AV	LEMONT	IL	60439
12	SCHILTZ, ABIGAIL M.	2142 SHERIDAN SPRINGS RD	BURLINGTON	WI	53105
13	SLYE, CASSANDRA M.	238 TERRACE CT	GREEN BAY	WI	54301
14	STEUER, EMILY E.	1730 NANCY AV	GREEN BAY	WI	54303
15	STREAN, STEPHANIE M.	4136 N. FIELD DR	SHEBOYGAN	WI	53083
16	TAYLOR, BRYCE M.	1932 ROOSEVELT ST	WAUSAU	WI	54403
17	VAN ASTEN, BRET P.	611 WINDING WATERS WAY	DE PERE	WI	54115

Renewal Operator License Applications for the 2016-2018 Licensing Period					
1	ALLEN, NAOMI L.	436 JOHN ST	GREEN BAY	WI	54302
2	BARTEL, DONNA K.	513 W. MAIN ST	CHILTON	WI	53014
3	BECK, AMANDA S.	631 SUNSET AV	KAUKAUNA	WI	54130
4	BOSETSKI, LINDSEY A.	5907 CTY RD KB	DENMARK	WI	54208
5	BREWER, DAVID L.	914 4TH ST	DE PERE	WI	54115
6	BREY, JAMES P.	612 BUTLER ST	DE PERE	WI	54115
7	BRUINOOG, JONATHAN L.	212 BELLEVUE ST	GREEN BAY	WI	54302
8	BRUINOOG, LAURIE L.	212 BELLEVUE ST	GREEN BAY	WI	54302
9	CANADEO, SANDRA A.	922 S SIXTH ST	DE PERE	WI	54115
10	CARPENTER, DANIEL J.	1180 TRAILWOOD DR	DE PERE	WI	54115
11	CHEVALIER, JENNIFER L.	1030 VERONICA LN	DE PERE	WI	54115
12	CONARD, HEATHER L.	1615 MC RAE PL	GREEN BAY	WI	54311
13	DAHLE, DULCIE A.	302 GEORGE ST #11	DE PERE	WI	54115
14	DAVID, ELIZABETH H.	5882 COUNTY ROAD B	PULASKI	WI	54162
15	DUFEK, VIOLETTA L.	2848 CASTLE HILL LN	GREEN BAY	WI	54302
16	EHNERD, TANNER J.	526 MARTIN ST	DE PERE	WI	54115

Attachment: 6-21-2016 (4855 : Operator License Applications.)

17	FAIKEL, CHERYL M.	1320 SCHEURING RD #3	DE PERE	WI	54115
18	GARBE, KIM M.	1011 DIVISION ST	GREEN BAY	WI	54303
19	GOETZ, ROXANNE J.	802 SPRUCE ST	DE PERE	WI	54115
20	GROTH, ELIZABETH A.	127 ST. FRANCIS DR	GREEN BAY	WI	54301
21	GULSETH, SHANE D.	702 WESTWIND CT	DE PERE	WI	54115
22	HENSLER, JOSIAH J.	3311 WHITE PINE RD	SUAMICO	WI	54313
23	HESEL, CAROL K.	2264 9TH ST	GREEN BAY	WI	54304
24	HJORT, JEREMY J.	308 CUSTER CT	GREEN BAY	WI	54301
25	KAUFERT, MELISSA A.	1600 N. LEONA ST	APPLETON	WI	54911
26	KIMMES, ABIGAIL B.	2636 TROJAN DR	GREEN BAY	WI	54304
27	KNECHT, MAGGIE G.	E6811 CAITLIN CT	WEYAUWEGA	WI	54983
28	KNECHT, RACHEL E.	2989 HOLMGREN WAY	GREEN BAY	WI	54304
29	KOCKEN, TAMMY L.	3631 LOST LN	DE PERE	WI	54115
30	KOEHLER, JO ANN	1791 GRANT ST #6	DE PERE	WI	54115
31	KOHLWEY, ZACHARY A.	621 SHADY RIDGE CT	GRAFTON	WI	53024
32	KONSHAK, JOLENE M.	1080 MATHER ST	GREEN BAY	WI	54303
33	KOSTIC, SABINA B.	1818 LOST DAUPHIN RD	DE PERE	WI	54115
34	LAES, JULIA A.	516 BAIRD CREEK RD #18	GREEN BAY	WI	54311
35	LAUBUGE, MORGAN J.	1345 GRIGNON ST	GREEN BAY	WI	54301
36	LE CLOUX, HANNAH M.	1218 MARSHALL AV	GREEN BAY	WI	54303
37	LEWIS, MAUREEN T.	816 MANDALAY TER	DE PERE	WI	54115
38	LIBERTY, WILLIAM F.	642 1/2 GRANT ST	DE PERE	WI	54115
39	LIESNER, VICKIE K.	1312 SCHEURING RD #1	DE PERE	WI	54115
40	LONDO, JO A.	1006 CARDINAL ST	DE PERE	WI	54115
41	LUEDTKE, RONALD R.	1484 BARBARA LN	DE PERE	WI	54115
42	MALCOLM, ABIGAIL Z.	1442 GRIGNON ST	GREEN BAY	WI	54301
43	MALY, SANDRA L.	5412 CHURCH RD	NEW FRANKEN	WI	54229
44	MASON, BRANDI N.	342 HIGH ST	WRIGHTSTOWN	WI	54180
45	MAYER, ANTHONY J.	212 BELLEVUE ST	GREEN BAY	WI	54302
46	MULLINS, SUSAN M.	324 S. 9TH ST	DE PERE	WI	54115
47	NETZER, NICHOLAS R.	N6563 SEMINARY RD	ONEIDA	WI	54155
48	OLSON, JILL A.	561 W. BRIAR LN	GREEN BAY	WI	54301
49	PAGENKOPF, AMY C.	715 1/2 IRVINGTON ST	GREEN BAY	WI	54304
50	PEROCK, KORTNEY M.	840 PARK ST #24	DE PERE	WI	54115
51	POWERS, CHRISTINE M.	2905 ANCESTOR WAY	GREEN BAY	WI	54313
52	PURDOM, THOMAS C.	179 CRANSTON CT	GLEN ELLYN	IL	60137
53	RASNER, OLIVIA M.	1807 BUNKER HILL CT	DE PERE	WI	54115
54	RIEBE II, DAVID J.	250 BRYAN ST	GREEN BAY	WI	54301
55	SANDOVAL, ELIZABETH E.	741 MEMORY LN	GREEN BAY	WI	54301
56	SARENICH, DEVIN T.	302 MEADOW LN	WRIGHTSTOWN	WI	54180
57	SCHINKE, JESSICA L.	825 FRIBOURG ST	DE PERE	WI	54115
58	SCHOENFELDT, ALICIA M.	1423 SAND ACRES DR	DE PERE	WI	54115
59	SPICE, TRICIA L.	2387 KUBALE LN	GREEN BAY	WI	54313
60	STERLETSKE, NANCY L.	208 N. SUPERIOR ST	DE PERE	WI	54115
61	STERLETSKE, WILLIAM P.	208 N. SUPERIOR ST	DE PERE	WI	54115
62	TRUDELL, SAMUEL J.	2282 RED TAIL GLEN	DE PERE	WI	54115
63	VAN DE HEI, AMY J.	601 GREENBELL ST	GREEN BAY	WI	54301

64	VANDEHEY, ROSS R.	1169 SMITH ST	GREEN BAY	WI	54302
65	VANDERLEEST, ADRIANA M.	1351 VANDERBRAAK ST #B	GREEN BAY	WI	54302
66	VAN HANDEL, TAMARA M.	4344 BIG VALLEY	DE PERE	WI	54115
67	WATERMOLEN, SHERI L.	702 N. HURON ST	DE PERE	WI	54115
68	WHITE, JENNA L.	2249 SAMANTHA ST #76	DE PERE	WI	54115
69	WOLFE, AMY L.	826 E. BRIAR LN	GREEN BAY	WI	54301
70	WYMAN, JESSE M.	1108 PATRICK HENRY AV	DE PERE	WI	54115
71	ZEITLER, PATRICIA J.	1149 ROCKDALE ST	GREEN BAY	WI	54304