



Common Council

335 South Broadway

Regular Meeting

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

Revised Agenda

Tuesday, June 3, 2014

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a Regular Meeting of the **Common Council** of the City of De Pere will be held on **June 3, 2014** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the May 20, 2014 Common Council Meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Recommendation from the Board of Park Commissioners to accept Tree Donation from the GB Packers, WDNR, GB Packaging, SCA, WPS & US Forest Service.
6. Recommendation from the Board of Park Commissioners to accept \$500 donation from De Pere Christian Outreach Corp to Recreation Scholarship Fund.
7. Recommendation from Board of Park Commissioners not to take action in allowing deer hunting within the City Limits on public property.
8. Recommendation from the Board of Park Commissioners to accept donation from WPS toward the purchase of the Zamboni.
9. Recommendation from the Board of Park Commissioners to accept donation from De Pere Youth Hockey for the Zamboni.
10. Recommendation from the Plan Commission to approve the extra-territorial CSM for a single lot in the Town of Ledgeview. Applicant: Mau and Associates. (Added item)
11. Resolution #14-62, Authorizing Offer to Purchase Property Located at Rear Cross Creek Circle for Park Purposes.
12. Resolution #14-63, Authorizing Support of E-Cigarette Regulation.
13. Resolution #14-64, Authorizing Submission of Grant Request for Wisconsin Assessment Monies (Brownfield Assessment Grant).
14. Appointment of Third District Alderperson to fill vacancy.
15. Appointments to various boards and commissions by Mayor Walsh.
16. Election by Common Council.
 - A. Alderperson members of the Plan Commission.
 - B. President of the Common Council.
17. Voucher Approval.
18. Operator License Applications.

19. Future agenda items.
20. 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
Robert Chambers, Oxford Development, LLC
Ron Antonneau, Wisconsin Public Service
Tracy Salisbury, Wisconsin Department of Natural Resources
Aaron Popkey, Green Bay Packers
De Pere Christian Outreach
Mau & Associates, LLC

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: June 3, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the May 20, 2014 Common Council Meeting.

ATTACHMENTS:

- 5-20-2014 Common Council Meeting (DOCX)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, May 20, 2014

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on May 20, 2014 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the May 6, 2014 Common Council Meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Aldersperson
SECONDER:	Michael Donovan, Aldersperson
AYES:	Bauer, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	James Boyd

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

Aldersperson Bauer reminded everyone that this weekend is Celebrate De Pere and that the headliners are Starship on Saturday and the Nitty Gritty Dirt Band on Sunday.

5. Presentation and recommendation of corridor design for 8th Street between Oak St and Ashland Ave. Presented by WisDOT and City of De Pere.
City Planner Ken Pabich stated that the Plan Commission recommended Alternative #3 and reviewed the three alternatives with the Council.
Aldersperson Donovan moved, seconded by Aldersperson Kneiszel to open the meeting. Upon vote, motion carried unanimously.
Mike Selner shared photos that he took of the outside of his building on 8th Street and shared with the Council the necessity for having street parking by their building.
Aldersperson Bauer moved, seconded by Aldersperson Lueck to close the meeting. Upon vote, motion carried unanimously.
Discussion followed with Paul Vraney of WisDOT. He discussed the option for a hybrid design with the Council. Aldersperson Crevier moved, seconded by Aldersperson Bauer, to amend the Plan Commission recommendation of Alternative #3 to include parking spaces on the east side of 8th Street north of Elm Street. Upon vote, motion carried 4-2 with Alderspersons Donovan and Kneiszel voting nay. Upon vote on the amended recommendation, the vote carried 4-2 with Alderspersons Donovan and Kneiszel voting nay.

RESULT:	ADOPTED [4 TO 2]
AYES:	Kevin Bauer, Scott Crevier, Larry Lueck, Lisa Rafferty
NAYS:	Michael Donovan, Jim Kneiszel
EXCUSED:	James Boyd

6. Recommendation from the License Committee on Renewal Applications submitted for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, Class "B" Fermented Malt Beverage Licenses, "Class B" Intoxicating Liquor Licenses, Reserve "Class B" Liquor Licenses and Class "C" Wine for the Licensing Period July 1, 2014 to June 30, 2015.
- The Class "A" Beer and "Class A" Liquor License Renewals were presented. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve #1-6. Upon vote, motion carried unanimously.
- The Class "A" Beer License Renewals were presented. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve #1-14. Upon vote, motion carried unanimously.
- The Class "B" Beer License Renewals were presented. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve #1-4. Upon vote, motion carried unanimously.
- The Class "C" Wine License Renewal was presented. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve #1. Upon vote, motion carried unanimously.
- The Class "B" Beer and "Class B" Liquor License Renewals were presented. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve #1-25 and #27-33 and to recommend non-renewal of #26 for Sympatico due to a recommendation of non-renewal from Police Chief Derek Beiderwieden and a series of municipal offenses by the agent of Sympatico since August 2013 including three offenses for staying open after hours, one offense for serving a minor, and one offense for excessive noise . Upon vote, motion carried unanimously.
- The Reserve Class "B" Beer and "Class B" Liquor Licenses were presented. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve #1-2. Upon vote, motion carried unanimously.
7. Recommendation from the License Committee on a request for a premises description change for Pubhaus at 600, 600 George Street, De Pere.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Jim Kneiszel, Alderperson
AYES:	Bauer, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	James Boyd

8. Recommendation from Finance Committee to Accept Donation from De Pere Christian Outreach, Delores Lemke and Jules Bader to Police Department

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

9. Recommendation from Finance Committee to Replace Police Department Computers

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

10. Recommendation from the Finance Committee regarding Holidays During Summer Hours.

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

11. Recommendation from Finance Committee regarding 2014-2015 Insurance Liability Policy Renewals.

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

12. Recommendation from the Finance Committee regarding donation from BayCare Health Systems.

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

13. Recommendation from the Board of Public Works to Award for Project 14-05 Sidewalk, Curb, and Concrete Pavement Repair to Al Dix Concrete Inc. For \$140,773.00.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Kneiszel, Alderperson
SECONDER:	Kevin Bauer, Alderperson
AYES:	Bauer, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	James Boyd

14. Recommendation from the Board of Public Works to Award the Project 14-03 Sewer Lining - CIPP contract to Visu-Sewer Inc. For \$247, 510.75.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Kneiszel, Alderperson
SECONDER:	Kevin Bauer, Alderperson
AYES:	Bauer, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	James Boyd

15. Recommendation from the Board of Public Works to Provide Traffic Control for the Azure Contemporary Fashion & Accessories Fashion Night Out Event on September 5, 2014.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Bauer, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	James Boyd

16. Resolution #14-44, Preliminary Resolution Declaring Intention to Exercise Special Assessment Powers Under Wis. Stats. §66.0703 Storm Sewer Main and Laterals on CTH PP from 1330' South of Prosper Street to O'Keefe Road.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Jim Kneiszel, Alderperson
AYES:	Bauer, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	James Boyd

17. Resolution #14-45, Preliminary Resolution Declaring Intention to Exercise Special Assessment Powers Under Wis. Stats. §66.0703 Sidewalk on CTH PP from 1330' South of Prosper Street to Heritage Road.

Agenda Item #17 was addressed after Item #5.

City Engineer Eric Rakers explained the preliminary resolution to the Council. He discussed the survey that was conducted with property owners located along the corridor as well as property owners by Altmeyer School. He discussed the need for connectivity on an arterial street such as CTH PP. He stated that Brown County is paying for half of the sidewalks and that there is a cost benefit to putting in the sidewalks during the reconstructions of CTH PP.

Alderperson Crevier moved, seconded by Alderperson Lueck to open the meeting. Upon vote, motion carried unanimously.

David Ritchie spoke in opposition of the sidewalks.

Mike Stoller spoke in opposition of the sidewalks. He presented a petition signed by almost all property owners in the Industrial Park that are in opposition to having sidewalks installed in the Industrial Park.

Gene Windey spoke in opposition of the sidewalks.

Don Van Straten spoke in opposition of the sidewalks.

Alderperson Donovan moved, seconded by Alderperson Crevier to close the meeting. Upon vote, motion carried unanimously.

Discussion followed.

RESULT: ADOPTED [4 TO 2]
MOVER: Kevin Bauer, Alderperson
SECONDER: Jim Kneiszel, Alderperson
AYES: Kevin Bauer, Scott Crevier, Michael Donovan, Jim Kneiszel
NAYS: Larry Lueck, Lisa Rafferty
EXCUSED: James Boyd

18. Resolution #14-46, Authorizing Agreement Regarding an Option to Purchase Certain Property Between the City of De Pere and Van Lanen Inc. (West Matthew Drive).

RESULT: ADOPTED [UNANIMOUS]
MOVER: Michael Donovan, Alderperson
SECONDER: Kevin Bauer, Alderperson
AYES: Bauer, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED: James Boyd

19. Resolution #14-47, Authorizing Second Amendment to Agreement Regarding Option to Purchase Certain Property Between the City of De Pere and Karman Development, LLP.

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

20. Resolution #14-48, Authorizing and Approving a Revocable Occupancy Permit with Downtown De Pere, Inc. d/b/a Definitely De Pere for Placement and Maintenance of Seasonal Storefront Decorations.
Alderperson Bauer requested that the pots not interfere with the opening of car doors.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jim Kneiszel, Alderperson
SECONDER: Lisa Rafferty, Alderperson
AYES: Bauer, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED: James Boyd

21. Resolution #14-49, Authorizing and Approving a Revocable Occupancy Permit for Downtown De Pere, Inc. d/b/a Definitely De Pere for Bridging the Arts Art Walk.

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

22. Resolution # 14-50, Authorizing an Amended Sidewalk Cafe Permit for Pubhaus at 600 LLC.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Jim Kneiszel, Alderperson
AYES:	Bauer, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	James Boyd

23. Resolution #14-51, Authorizing Agreement for Consulting Services Between the City of De Pere and Water Tower Clean and Coat, Inc. (Water Tower Inspection, Cleaning and Coating and Reservoir Inspection, Cleaning and Overcoating).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Kneiszel, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Bauer, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	James Boyd

24. Resolution #14-52, Authorizing Contract for Contractor Services (Concrete Grinding).

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

25. Resolution #14-53, Authorizing Contract for Contractor Services (Mudjacking).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Jim Kneiszel, Alderperson
AYES:	Bauer, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	James Boyd

26. Resolution #14-54, Authorizing Amendment to Agreement Waiving Notice and Agreeing to Assessment.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Jim Kneiszel, Alderperson
AYES:	Bauer, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	James Boyd

27. Resolution #14-55, Authorizing Second Amendment to Supplemental Agreement Between the City of De Pere and the Town of Lawrence Regarding the Planning and Implementation of a Water and Sewer Main Project along Lost Dauphin Road.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Kneiszel, Alderperson
SECONDER:	Michael Donovan, Alderperson
AYES:	Bauer, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	James Boyd

28. Resolution #14-56, Approving the Sixth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract.

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

29. Resolution #14-57, Authorizing Agreement with Leaders Merchant Services, LLC for Credit Card Payment Processing Services.

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

30. Resolution 14-58, Awarding Official City Newspaper Contract.

RESULT:	ADOPTED [4 TO 2]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Michael Donovan, Jim Kneiszel, Larry Lueck, Lisa Rafferty
NAYS:	Kevin Bauer, Scott Crevier
EXCUSED:	James Boyd

31. Resolution #14-59, Authorizing Agreement with Tyco SimplexGrinnell for Police Department Video Surveillance System Replacement.
Police Chief Derek Beiderweiden answered the Council's questions regarding the new cameras.

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

32. Resolution #14-60, Authorizing Second Amendment for Consulting Services Between the City of De Pere and RW Management Group, Inc. for Interim Fire Department Management Services.

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

33. Resolution #14-61, Establishing Non-Lapsing Funds as of December 31, 2013.

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

34. Recommendation to Approve 14-04 Concrete Street Reconstruction/Patching Project Cost and Change Order
Public Works Director Scott Thoresen explained that soil conditions paired with the heavy frost caused damage over winter.

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

35. Voucher Approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Kevin Bauer, Alderperson
AYES:	Bauer, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	James Boyd

36. Operator License Applications.

CITY OF DE PERE - May 20, 2014					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	CORRIGAN, BRIAN J.	813 4TH ST.	DE PERE	WI	54115
Temporary Operator License Applications					
1	DOROW, MONETTE R.	1920 TERRY LN.	DE PERE	WI	54115
2	FULLER, JODY ANN	1310 HIAWATHA CIR.	GREEN BAY	WI	54313
3	HEMB, MARSHA L.	1923 HILLSIDE LN.	GREEN BAY	WI	54302
4	JANIAK, CAROL J.	1760 MENEAU DR.	DE PERE	WI	54115
5	JANIAK, JOSEPH D.	1760 MENEAU DR.	DE PERE	WI	54115
6	KOEHN, PAUL E.	817 GROVE ST.	GREEN BAY	WI	54302
7	LAUERDIERE, CARRIE L.	1120 SHEA AVE.	GREEN BAY	WI	54303
8	ROBINSON, SUSAN L.	821 1/2 S. BROADWAY ST.	GREEN BAY	WI	54304
9	SCHWARTZ, TROY C.	6833 COUNTRY CREEK CT.	GREENLEAF	WI	54126
10	ZULLER, SANDRA L.	211 NOB HILL LN.	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	CHAGDES, STEVE	3303 N. CASALOMA DR., #147	APPLETON	WI	54913
2	CRAWFORD, NICHOLAS, A.	502 NORTH 10TH ST.	DE PERE	WI	54115
3	GAY, TRACEY D.	615 N. WASHINGTON ST.	DE PERE	WI	54115
4	LICHON, KELLY A.	1135 THRUSH ST.	GREEN BAY	WI	54303
5	MADRUGA, MICHELLE C.	423 MEADOW WIND DR.	GREEN BAY	WI	54311
6	MCLEAN, DAVID A.	108 BURGUNDY CT.	GREEN BAY	WI	54302
7	MCSWEENEY, MEGHAN M.	1350 CRIMSON CT.	PLOVER	WI	54467
8	PEREZ-GARCIA, JAIME	1192 SCHEURING RD.	DE PERE	WI	54115
9	ROBERTSON, MEGHAN S.	1853 SCHEURING RD., APT. 5	DE PERE	WI	54115
10	VERSTEGEN, JOSHUA R.	2313 TWIN WILLOWS	GRAND CHUTE	WI	54914
11	YATSO, RACHEL K.	2301 SHANNON MARIE CT.	DE PERE	WI	54115
Renewal Operator License Applications for the 2014-2016 Licensing Period					
1	BURDOSH, ELYSE C.	905 GRANT ST.	DE PERE	WI	54115
2	CRAMER, LORRI A.	2682 GREEN ISLE CT.	GREEN BAY	WI	54301
3	DEKEYSER, ASHLEY A.	116 1/2 N. BROADWAY ST., APT. 2	DE PERE	WI	54115
4	DENUSZEK, LORNA K.	140 E. 2ND ST., APT. B	KAUKAUNA	WI	54130
5	DRURY, DREW D.	1991 Swan Rd.	DE PERE	WI	54115
6	FELTHEIM, ANDREW L.	5007 REDBUD CT.	GREEN BAY	WI	54311
7	GAJESKI, DENISE A.	846 ELM ST.	DE PERE	WI	54115
8	GOLDSCHMIDT, CASSANDRA M.	134 S. WASHINGTON ST.	DE PERE	WI	54115
9	GOVE, STEPHANIE D.	527 N. ERIE ST.	DE PERE	WI	54115
10	HANSEN, KRISTI, L.	671 GREEN BAY RD.	DENMARK	WI	54208
11	HEMAUER, RENEE A.	726 N. WEBSTER ST.	DE PERE	WI	54115
12	HOCKERS, KEITH	1731 76TH PL.	DE PERE	WI	54115
13	JACKSON, LORI M.	1432 SNOWSHOE TRL.	SUAMICO	WI	54173
14	JOHNSON, AMANDA K.	816 VOELKER ST.	DE PERE	WI	54115
15	KASTER, NICHOLAS L.	408 N. ST. BERNARD DR.	DE PERE	WI	54115
16	KLEINSCHMIDT, TRACEY A.	4778 N. OVERLAND	ONEIDA	WI	54155
17	KUROWSKI-BEALLEAU, THEODOR	W1472 TALL FEATHER WAY	SEYMOUR	WI	54165
18	LEWIS, LORI A.	969 KELLOGG ST.	GREEN BAY	WI	54303
19	MALONE, STEPHANIE L.	304 MAIN AVE.	DE PERE	WI	54115
20	MARTIN, DEL D.	479 S. HURON RD.	GREEN BAY	WI	54311
21	MORRIS, RICHARD W.	2745 INDY CT.	DE PERE	WI	54115
22	OLEYNICZAK, ANN M.	108 N. WINNEBAGO ST.	DE PERE	WI	54115
23	POLEY, BENJAMIN P.	220 FT. HOWARD AVE.	DE PERE	WI	54115
24	PORIOR, DORI L.	732 PARK ST.	DE PERE	WI	54115
25	REINHARD, AARON R.	1280 CROWN CT., APT. 2	DE PERE	WI	54115
26	ROUSE, ASHLEY R.	1366 S. 9TH ST.	DE PERE	WI	54115
27	SEROOGY, BOBBY C.	2140 S. PINE TREE RD.	DE PERE	WI	54115
28	SEROOGY, JACOB R.	2140 S. PINE TREE RD.	DE PERE	WI	54115
29	SERVER, STEVEN J.	2882 MANITOWOC RD.	GREEN BAY	WI	54311
30	SHERWOOD, JOE D.	1394 DOUSMAN ST.	GREEN BAY	WI	54303
31	SPEJCHER, JOHN	218 S. BUCHANAN ST.	GREEN BAY	WI	54303
32	STOCK, EMILY A.	1857 FARLIN AVE.	GREEN BAY	WI	54302
33	TESCH, KERRI J.	810 S. NINTH ST.	DE PERE	WI	54115
34	TRUTTMANN, BRENT R.	N5260 CTY RD. E	DE PERE	WI	54115
35	VAN DYKE, JACK M.	421 S. ONTARIO ST.	DE PERE	WI	54115
36	VANDEN BRANDEN, KALLY M.	1808 WILLIAMS GRANT DR.	DE PERE	WI	54115
37	WENDTLAND, ADAM J.	153 EAST RIVER DR.	DE PERE	WI	54115
38	ZELHOFFER, RYAN T.	2676 TROJAN DR.	GREEN BAY	WI	54304

Alderson Bauer moved, seconded by Alderson Kneiszel to deny Previously Tabled Operator License Application #1. Upon vote, motion carried unanimously.

Alderson Bauer moved, seconded by Alderson Kneiszel to table Temporary Operator License Application #8 and to approve Temporary Operator License Applications #1-7 and #9-10.

Alderson Bauer moved, seconded by Alderson Kneiszel to approve New Operator License Applications #1-11. Upon vote, motion carried unanimously.

Alderson Bauer moved, seconded by Alderson Kneiszel to table Renewal Operator License Applications #8, 25, and 37; to approve Renewal Operator License Applications #1-7, #9-24, #26-36 and #38. Upon vote, motion carried unanimously.

37. Future agenda items. None.

38. Adjournment.

Alderson Bauer moved, seconded by Alderson Kneiszel to adjourn the meeting at 9:20 p.m.

Respectfully submitted,

Shana Defnet, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 3, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to accept Tree Donation from the GB Packers, WDNR, GB Packaging, SCA, WPS & US Forest Service.

Summary: The Packers have been working on a way to reduce their carbon footprint in the area and one way is with a program called 'First Down for Trees'. What this program entails is that for every first down the Packers make they will donate a tree to a Brown County community. Using last year as a guide, the City has been chosen to receive 75 trees next spring. The trees will be between 1.25"-2.0" diameter and we are free to plant them anywhere within the community. Staff placed an order and the trees have been planted. The cost of the donation is approximately \$4900.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 3, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to accept \$500 donation from De Pere Christian Outreach Corp to Recreation Scholarship Fund.

Staff is seeking approval to accept a \$500 donation from the De Pere Christian Outreach Corporation to the Recreation Scholarship Fund. To date, this program has awarded 82 scholarships to youth/families in our community for participation in city sponsored recreation programs, co-sponsored sports programs or pool passes for families to enjoy!

Current balance in our account is \$17, 913.90.

Thank you for your time and consideration.

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: June 3, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from Board of Park Commissioners not to take action in allowing deer hunting within the City Limits on public property.

History:

The issue was originally started from a request from Alderperson Bauer to consider hunting within the City limits. Upon reviewing this request, staff conducted a survey within the community related to hunting of deer within the city limits using a bow or cross bow. The survey clearly indicated that the community was in favor of allowing some type of hunt, provided it was directly related to mitigating deer problems. Upon obtaining this information, staff applied for and received a grant to conduct an aerial survey which would be helpful in determining numbers of deer within the City. The survey was conducted in February in cooperation with the Village of Allouez and Village of Ashwaubenon. Approximately in January of 2014, the State of Wisconsin passed Act 71 which allows people to bow hunt or cross bow hunt within the municipal boundaries under certain contingencies. Upon reviewing the current information, the Board of Park Commissioners decided to conduct a listening session on the issue. The listening session was conducted in early April and hosted approximately 25 people. The Park Board then reviewed all information at its May meeting.

Information:

I have included the following information in your packet.

- Aerial Survey of deer population in City of De Pere.
- Car/deer crash information
- Act 71 impact
- Comment summary from Listening Session
- Letter from WDNR Biologist

Recommendation Summary:

The Board of Park Commissioners felt that a key component to the issue was determining if the community felt the deer population was a problem. Research and analysis did not provide conclusive evidence identifying the community felt the deer herd was a problem. Because the community does not feel the deer herd is a problem, the Board of Park Commissioners feels the best action is to not implement any action at this time as it relates to hunting.

ATTACHMENTS:

- DeerSurvey_Nav_Results (PDF)
- Comment Summary (DOCX)

- Act 71.Hunting impact (PDF)
- Deer Crash Summary (DOCX)
- WDNR.Letter (PDF)

Deer Block Survey

 Deer Population
 Deer Blocks
 1 in = 1 miles



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.

Deer and Deer Hunting Issue/Comments

Person	Address	Comment
Stan Kroll	2218 Samantha ST.	I enjoy De Pere having a modest deer population. I occasionally spot them especially in the evening. I do not believe the present population is a problem to date and unless that changes would not support reducing the population at this time. I bet with the very harsh winter mother nature has already reduced the herd? If it becomes a real problem someday then I would support managing the numbers to a reasonable urban population.
Gary Neville	St. Norbert Abbey	Indicated they have a lot of deer and feels they should be thinned.
Joe Fiel	3141 Lost Dauphin Rd.	Question if we saw deer yarded up and thought some of the areas were good spots for deer to yard up.
Judy Parins	1434 O'Keefe	Deer don't bother me at all. Part of problem is people are feeding the deer. Doesn't not feel safe with hunters in areas.
Connie Gusick	1531 Lost Dauphin Rd	Yes we have deer, but do not consider them a nuisance. Did have a problem with a young deer that ended up being a pet.
John Cordry	1985 French Road	Lives near Southbridge Road. The Preserve area is a perfect area for deer to congregate. Have twice as many deer as he has ever seen in last 40 years. Crops in middle of city is an issue. Can we give a tax break so people don't plant farm crops in the middle of city. Poachers are present in the City and is a concern.
Jeff Zepnick	221 E. River Dr.	Formerly lived in Green Bay by He Nis Ra park where deer were prevalent. From his perspective he does not see an issue/problem with deer. Has participated in GB hunt and thought it was successful. Don't think city should consider sharp shooters if they consider reducing the herd, use hunters within the City.
Jeff Martens	Driftwood	Have only seen one deer in his yard. Had question as to what would happen if a deer harvested a deer. These numbers are not going to stay stagnant. Problem is here and not going away.
Jerry Maleport	122 Red maple Rd.	Have seen a lot of deer over the years. Deer number changes over the years. Does not believe they are a nuisance...Pelicans are. Has concerns about hunting behind his house.
John Cordry	1985 French Road	Thinks sharp shooters are a waste of money. There are so many deer in the area and many people that

		would like to hunt. Have a lottery and charge. When the herd numbers are down, stop the hunt.
Jeff Deneys	746 Pine Street	Good idea to hunt, until you have activists coming onto public property to deter hunting. Thinks sharp shooters are a waste of money. Enough hunters around here to help.
Jeff Zepnick	221 E. River Drive	Stated he thought Act 71 might have an impact on deer population.
		Question asked if counting over 100 deer in the West Side is considered “overpopulated”? Bryan Woodbury from the WDNR answered indicated there is not an exact answer to that question. Answering that question lies with the jurisdiction in question.
		Question was if you had a “hunt” would you force private property to participate. Marty answered that the City would not likely force any private land owner to participate, however if they wanted to we would certainly entertain their involvement.
		Sharpshooters should be down the list of options.
		Question on Act 71 and is it going on now, and how long will it last. Marty responded that it was enacted in January and will last until legislation says otherwise. Brian Woodbury also stated that Act 71 would likely have some impact in periphery areas, but not have much of an impact at all in internal areas.
John Cordry		Would like to have City police their property for poachers/hunters.
		Seems like you have an overpopulation of deer on the west side, but have not really heard many people say it’s a problem.
John Cordry		Said a lot of people couldn’t make it and there are many people concerned with deer and feel it’s a problem.
Jeff Zepnick		Suggested the City simply open up its land to general hunting. George Brown answered by saying its not that easy because of conflict of uses in some cases such as the Preserve.
Jeff Deneys		Agreed there would be a conflict of uses in some cases.
Vic Krcma	1993 Creamery Rd.	There a lot of deer out there. Being in metro 64 can people get more tags. Have to put fence or wire around your garden.
Dave Prost		Hunting in Preserve or Southwest Park would be a big safety concern.

Jerry Maleport		Having a late season hunt is not really a hunt, it's more to kill the herd. Marty responded that coordinating such an effort is not for "hunting" purposes, but for purposes of reducing the herd.
John Cordry		Don't think an after season hunt would be good at all...you have enough people in the City willing to hunt and help. Doesn't see a problem with hunting in the Preserve...it could be done safely.
		Duck Creek had an issue like this a few years ago and wondering how it turned out.
Dawn Deneys		Whether you have a managed hunt or not, people that poach are going to poach.
		How widespread is CWD in Wisconsin? Bryan Woodbury responded with known cases in the wild and in fenced in locations.
		Question on EHD. Bryan Woodbury responded that happened two years ago and could be a concern.
		Sue Schinkten questioned how many calls marty has received on issue. Marty responded that two people have called...one on each side of the issue.

Did a poll of people in audience to see who thought the deer were a problem. A couple hands went up indicating they thought deer were a problem, a couple hands went up that indicated people did not think they were a problem, most of the crowd raised their hand saying they just don't know.

Legend

City Boundary

100Yd. Building Buffer

1 inch = 350 yards

Attachment: Act 71 Hunting Impact (2021) : Recommendation from Board of Park Commissioners not to take action in allowing deer hunting within 0

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.

Deer Crash Summary

Trying to accurately determine the number of car/deer crashes is a challenging task, because of three different policing jurisdictions participate. Below are the numbers that were obtained from the City of De Pere Police Department and Brown County Sherriff's Department. This number does not include the number of car/deer crashes reported from the State Patrol. Efforts to obtain car/deer crashes from the State Patrol have not been successful. The next piece of information we were able to attain was through the WDNR, identifying the number of car/deer crashes in Brown County.

City of De Pere – Car/Deer Crashes

Year	City of De Pere /Brown County
2011	2/NA
2012	12/2
2013	4/2

Brown County Car/Deer Crashes

2008	2009	2010	2011	2012
267	408	424	493	541

When analyzing data, it can be concluded that car/deer crashes in Brown County are on an upswing over the last 5 years based on the last full reporting period (2012). However, without further information (detailed reports from State Patrol) it is not possible to conclude that car/deer crashes are on an upswing in the City of De Pere.

DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
FAX 608-267-3579
TTY Access via relay - 711



March 3, 2014

Marty Kosobucki
City of Depere
Parks Recreation and Forestry

Subject: Depere Deer populations

Dear Marty:

I have taken some time to review the aerial deer survey for Depere, and discussed the results with a few people externally and internally. As we have never conducted an aerial survey previously, we are unable to determine a trend in population from this alone. However, here is what we do know:

- 1) The aerial survey did locate good numbers of deer calling Depere home during the winter season. This survey was a minimum number of deer present as sightability from a helicopter is greatly influenced by weather, sun angle, snow cover and presence of evergreens. The Deer are concentrated in habitat that includes conifer and thick understory cover.
- 2) Hunters in Brown County killed more bucks and more antlerless deer this past year than any season in the last 10 years. This has been a steady trend since the early 2004 peak.
- 3) In the most recent reporting year Car-deer accidents in Brown County were the highest recorded in the last 20 years.
- 4) Interest by municipalities in ways to control deer in Brown County is keen, as seen by Ashwaubenon and Allouez similarly aerially surveying their habitat for deer numbers. The City of Green Bay and UWGB has had a long term hunting control plan to alleviate deer issues in their jurisdictions.
- 5) Deer Damage complaints, browse observations and anecdotal reports of public managers and private landowners indicate a healthy herd albeit variable across the county.

All of these measures of deer population indicate a metro deer herd that is healthy and overall trending upward. In any individual year: weather, winter stress, farming practices, predators and hunter success all play a role in determining whether the population increases or decreases. However, the metro herd is clearly above goals and will likely be productive enough to stay that way for some time.

As for whether the number of deer in Depere constitute a nuisance that needs controlling is a more complex question. It is very individual to each jurisdiction and is heavily dependent on the arrangement of habitat areas, tolerance of citizens to damage, and how the growing and winters seasons play out. It can also be heavily influenced by media and local government reports.

To summarize your situation: There is a healthy number of deer located in Depere that is trending upward until reaching some maximum number that is not predictable. As this population increases, nuisance complaints, vegetation impacts, car accidents, and human- deer negative interactions will also increase. There are natural controls that will eventually kick in such as predators, food limitations, and accidents that will help limit the deer population. Social tolerance of these natural controls is usually much less than the public's appreciation of more humane hunting and sharp-shooting controlling the herd.

The WDNR looks forward to working with you as you make a decision on methods to manage the deer herd in Depere.

Sincerely,

James Robaidek
WDNR Wildlife Biologist.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 3, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

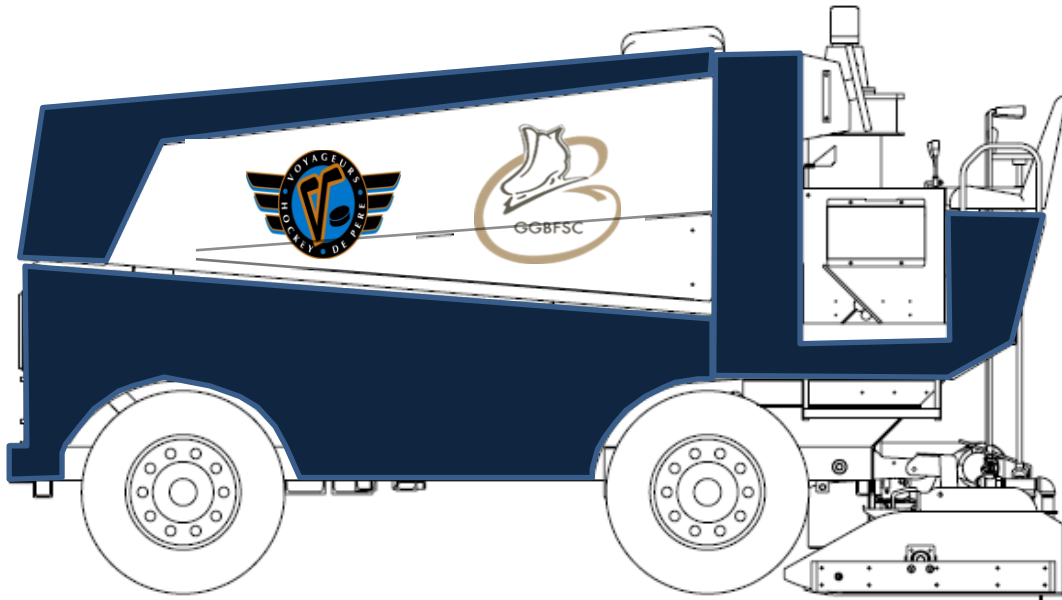
SUBJECT: Recommendation from the Board of Park Commissioners to accept donation from WPS toward the purchase of the Zamboni.

We have received a proposal from the Wisconsin Public Service Foundation to donate a total of \$21,000 toward the purchase of the Zamboni. The pledge is proposed to pay \$11,000 in May of 2014, and another \$10,000 in May of 2015. In lieu of the donation, WPS is requesting to be displayed on the Zamboni as depicted in the attachment. This display would be done through contracting a wrap of the Zamboni.

Staff recommended approving the donation and placing the funds back into the Ice Arena Fund.

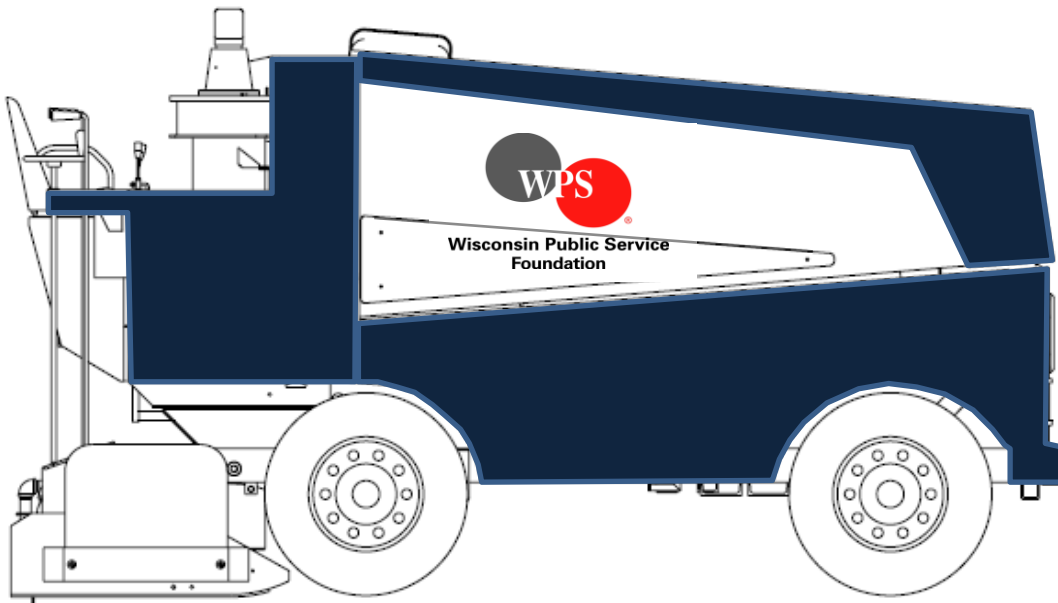
ATTACHMENTS:

- Zamboni.graphics (DOCX)



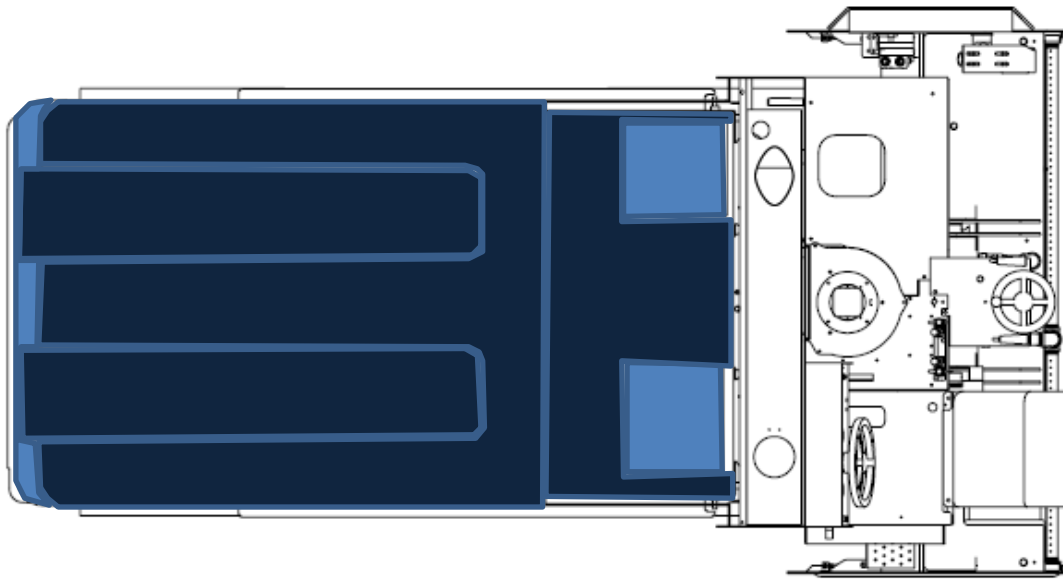
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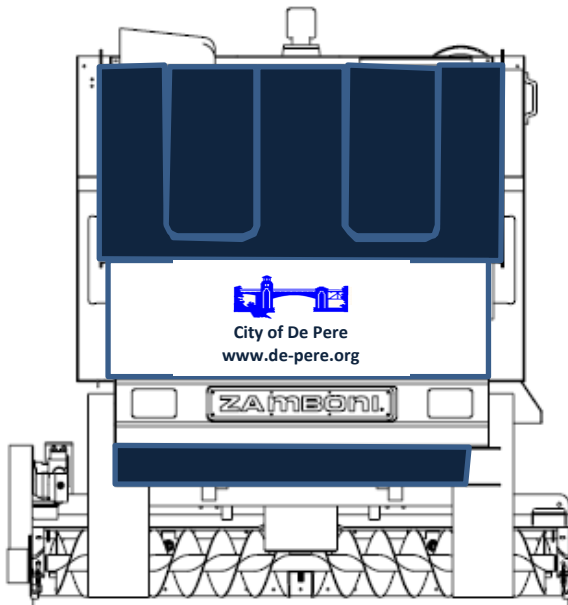
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						PART NO. 540

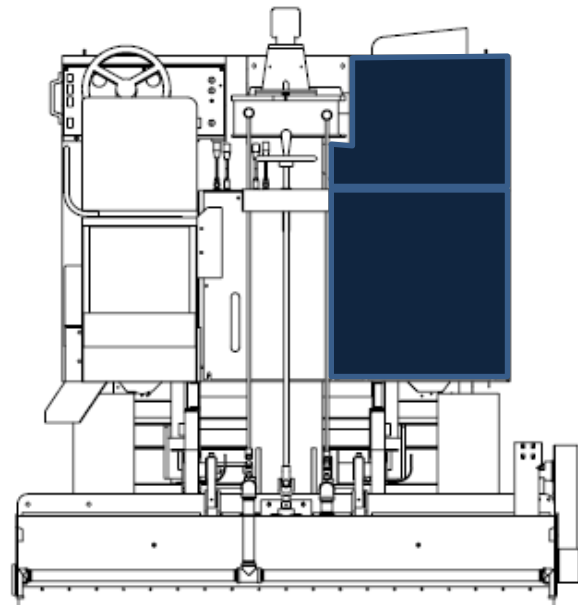


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PART:	DRAWING:	ASSEMBLY:	CHANGING AND IN HOUSE DRAWINGS BY: JOL, HED, JAM, KAH, AND MATERIA		CHECKED BY:		PART NO: 540
			F.T.M.		APPROVED BY:		



SCALE: 1" = 1'



CAD FILE INFORMATION			REVISIONS		DESIGNED BY: CA	DATE: 12/28/03	DESCR: FRONT/REAR VIEW
PART:	DRAWING:	ASSEMBLY:	CHANGING AND IN HOUSE DRAWINGS BY: JOL, HED, JAM, KAH, AND MATERIA		CHECKED BY:		PART NO: 540
			F.T.M.		APPROVED BY:		

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 3, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to accept donation from De Pere Youth Hockey for the Zamboni.

We have received a proposal from the De Pere Youth Hockey organization to participate in the purchase of the Zamboni. I have included a very brief e-mail from Tony Wied, the president of De Pere Youth Hockey.

The Board of Park Commissioners also recommends including the logo of the Youth Hockey Organization on the Zamboni with other donors.

ATTACHMENTS:

- 20140409062525976 (PDF)
- Zamoni.graphics (DOCX)

Marty Kosobucki

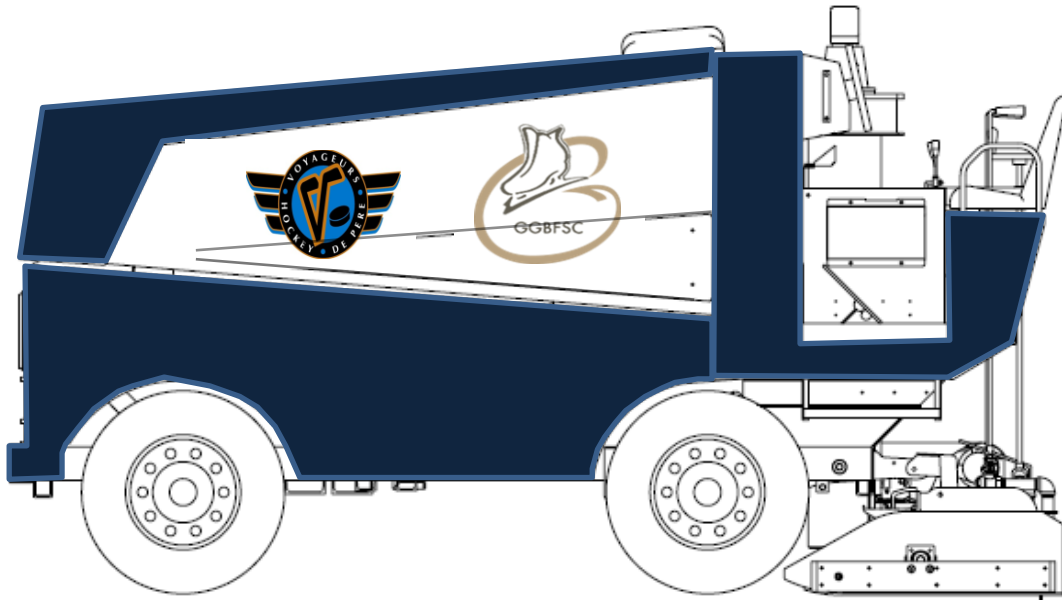
From: tonywied@gmail.com
Sent: Wednesday, March 12, 2014 5:22 PM
To: 'Craig Nash'; Marty Kosobucki
Cc: 'Susan Darling'
Subject: RE: GGBFSC Proposal

Hi Marty

We are agreeable to the same financial contribution. We do not have any contingencies.

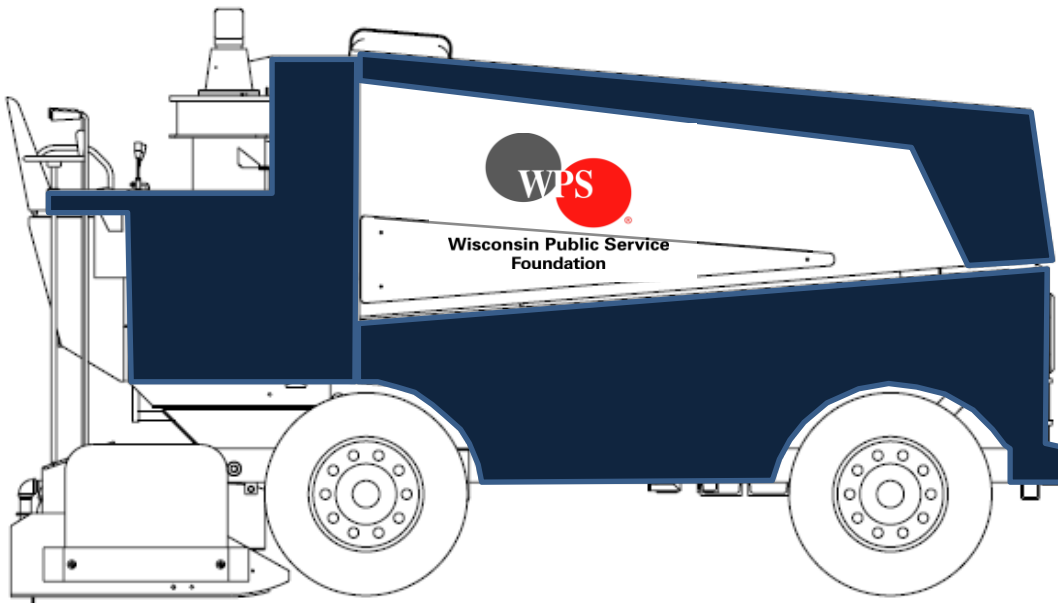
Thanks

Sent using my Android Device



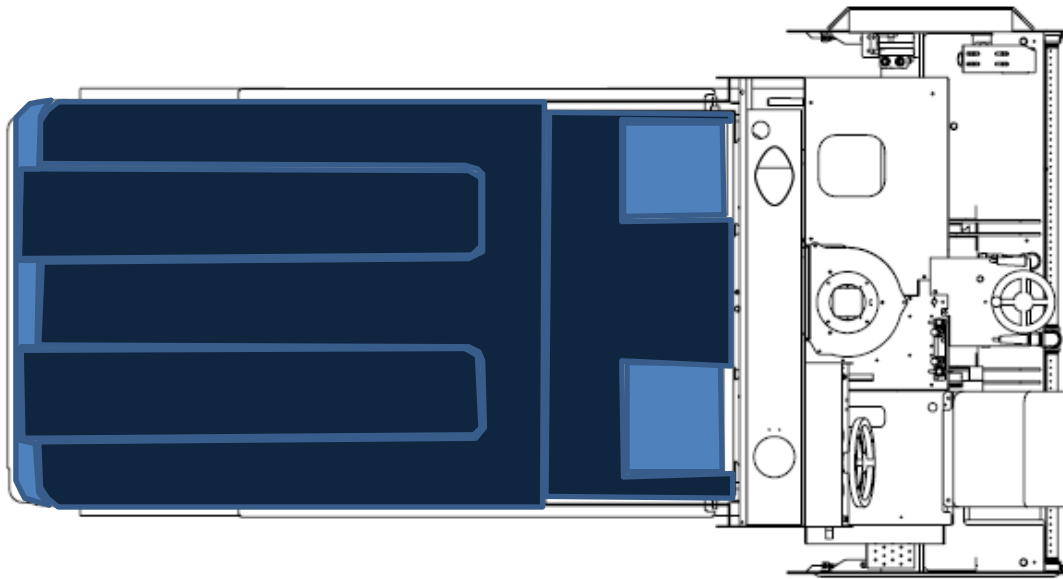
SCALE: 1" = 1'

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							PART NO. 540
CAD FILE INFORMATION	DIRECTORY:	ASSEMBLY:					
PART:	DRAWING:						



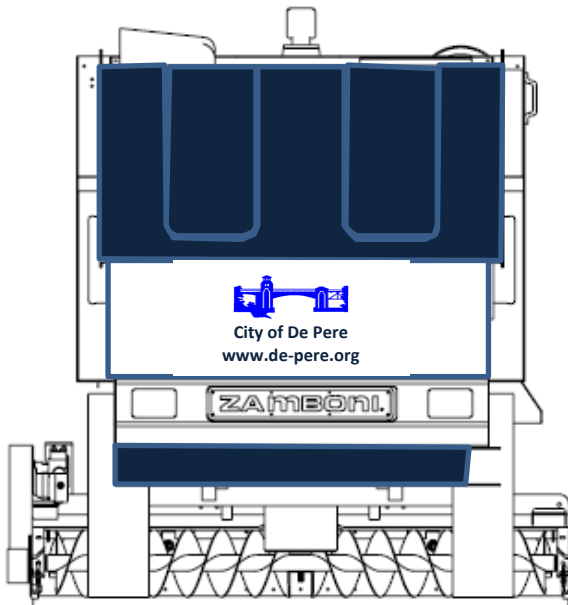
SCALE: 1" = 1'

			REVISIONS	ENGINEER: J. J. ZAMBONI DESIGNED BY: J. J. ZAMBONI CHECKED BY: J. J. ZAMBONI DATE: 12/28/10	DESIGN	DATE	DESCR.
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							PART NO. 540
CAD FILE INFORMATION	DIRECTORY:	ASSEMBLY:					
PART:	DRAWING:						

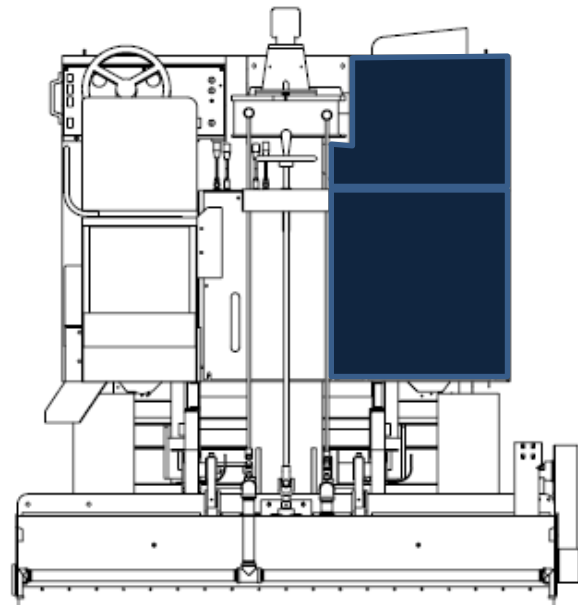


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					APPROVED BY:			



SCALE: 1" = 1'



CAD FILE INFORMATION			REVISIONS		DESCRIPTION AND DATE	DESIGN	DATE	DESCR.
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					CHECKED BY:			PART NO. 540
					APPROVED BY:			

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 3, 2014

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Recommendation from the Plan Commission to approve the extra-territorial CSM for a single lot in the Town of Ledgeview.
Applicant: Mau and Associates. (Added item)

At its May 29th, 2014 meeting, the Plan Commission voted to recommend approval of the extra-territorial CSM request for a single lot in the Town of Ledgeview.

The CSM creates a single lot of 2.64 acres for a new single family residence. The CSM does meet the City land subdivision code requirements and it does show the appropriate ESAs (environmental sensitive areas).

The CSM must meet all other state and local regulations.

ATTACHMENTS:

- PC_EXCSM_May2014 (PDF)

	CITY OF DE PERE APPLICATION FOR CSM REVIEW	Fee: \$ 300.00
		Receipt #: _____
		Date: _____

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Mau & Associates, LLP	Authorized Representative Larry Blatchford	Title Partner - Registered Surveyor	
Mailing Address 400 Security Boulevard	City Green Bay	State WI	ZIP Code 54313
Email Address lblatchford@mau-associates.com	Phone Number (incl. area code) 920-434-9670	Fax Number (incl. area code) 920-434-9672	

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity) Chad Bildings	Contact Person Chad Bildings	Title Property owner	
Mailing Address 4905 Sportsman Drive	City De Pere	State WI	ZIP Code 54115
Email Address	Phone Number (incl. area code) 920-337-0919	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 4905 Sportsman Drive, Town of Ledgeview	Parcel No. D-400-5
--	-----------------------

SECTION 4: CSM Information

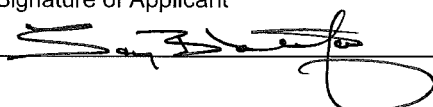
Existing Zoning:	Aq-2
Present Use of Parcel:	EXISTING HOME ON 14 ACRE PARCEL
Proposed Use of Lots:	NEW RESIDENCE ON 2.64 ACRE PARCEL

Please submit 1 hard copy and 1 PDF copy of the CSM if the property is located within the City
or if the property is located within the extraterritorial jurisdiction.

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print) Larry D. Blatchford	Title Partner-Reg. Surveyor	Phone Number 920-434-9670
Signature of Applicant 		Date Signed 05/13/2014

TO BE COMPLETED BY CITY STAFF

CSM Review authorized by the De Pere Municipal Code, Chapter 46.

Attachment: PC_EXCSM_May2014 (2244 : Extra-territorial CSM)



Certified Survey Map

Part of Private Claim 39, East Side of the Fox River, in the Town of Ledgeview, Brown County, Wisconsin.



SURVEYOR'S CERTIFICATE

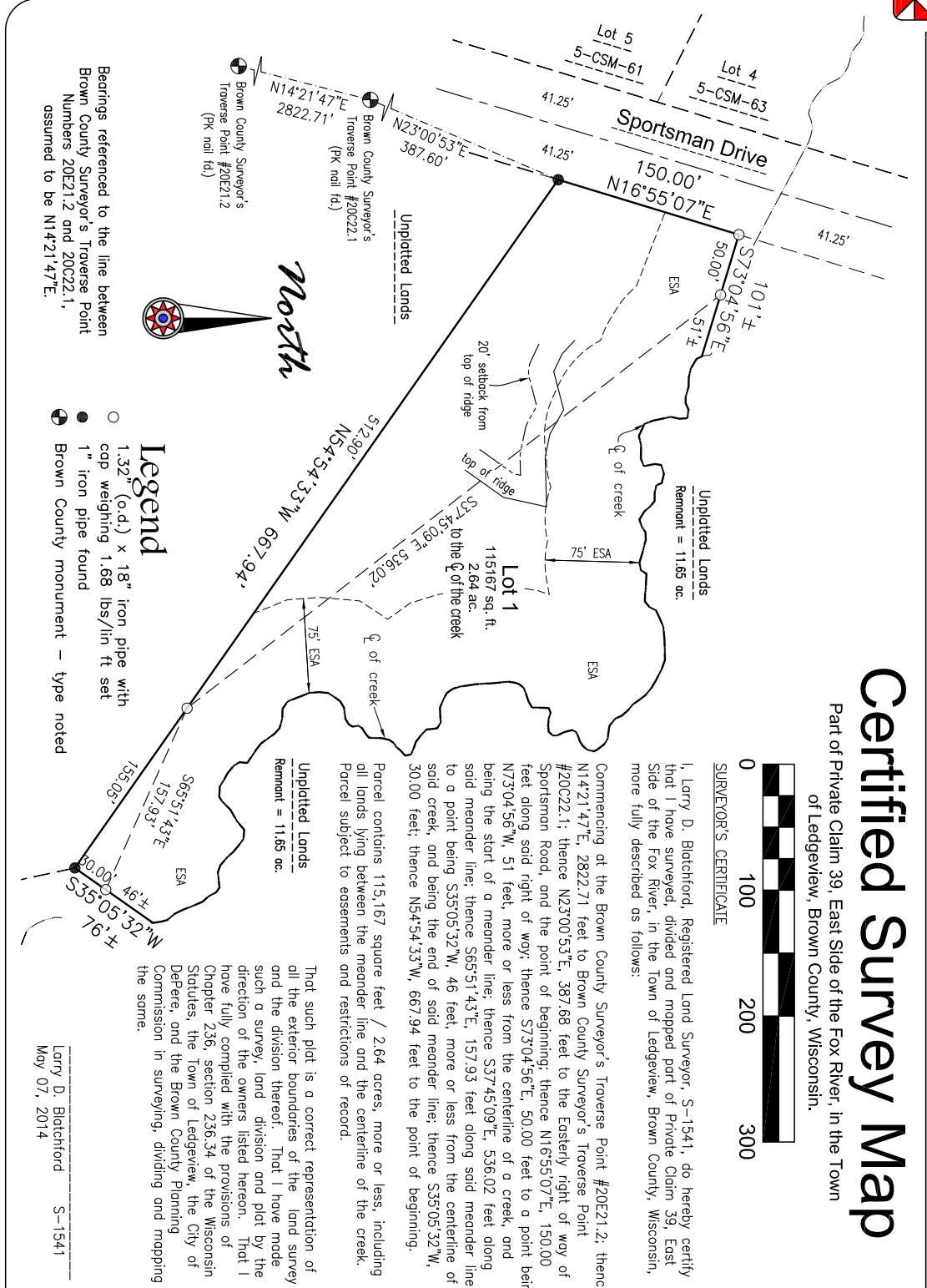
I, Larry D. Blatchford, Registered Land Surveyor, S-1541, do hereby certify that I have surveyed, divided and mopped part of Private Claim 39, East Side of the Fox River, in the Town of Ledgeview, Brown County, Wisconsin, more fully described as follows:

Commencing at the Brown County Surveyor's Traverse Point #20E21.2; thence N14°21'47"E, 2822.71 feet to Brown County Surveyor's Traverse Point #20C22.1; thence N23°00'53"E, 387.68 feet to the Eastern right of way of Sportsman Road, and the point of beginning; thence N16°55'07"E, 150.00 feet along said right of way; thence S73°04'56"E, 50.00 feet to a point being N73°04'56"W, 51 feet, more or less from the centerline of a creek, and being the start of a meander line; thence S37°45'09"E, 536.02 feet along said meander line; thence S65°51'43"E, 157.93 feet along said meander line to a point being S35°05'32"W, 46 feet, more or less from the centerline of said creek, and being the end of said meander line; thence S35°05'32"W, 30.00 feet; thence N54°54'33"W, 667.94 feet to the point of beginning.

Parcel contains 115,167 square feet / 2.64 acres, more or less, including all lands lying between the meander line and the centerline of the creek. Parcel subject to easements and restrictions of record.

That such plot is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plot by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes, the Town of Ledgeview, the City of DePere, and the Brown County Planning Commission in surveying, dividing and mopping the same.

Larry D. Blatchford S-1541
May 07, 2014



Bearings referenced to the line between Brown County Surveyor's Traverse Point Numbers 20E21.2 and 20C22.1, assumed to be N14°21'47"E.



Legend

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

Scale: 1" = 100'

Client: Chad Bildings
Tax Parcel: D-400-5
Drafted By: BAR
File: B-1799CSM 050214.dwg

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Sheet One of Three
Project No.: B-1799
Drawing No.: L-8827



CERTIFICATE OF THE BROWN COUNTY PLAN COMMISSION

Approved for the Brown County Plan Commission this ____ day of _____, 20__.

Peter Schlein
Senior Planner

CERTIFICATE OF THE CITY OF DE PERE

Approved for the City of DePere this ____ day of _____, 20__.

Ken Pabich
Director of Planning

CERTIFICATE OF THE TOWN OF LEDGEVIEW

Approved for the Town of Ledgeview this ____ day of _____, 20__.

Sarah K. Burdette
Town Clerk

CERTIFICATE OF THE BROWN COUNTY TREASURER

As duly elected Brown County Treasurer, I hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments affecting any of the lands included in this Certified Survey Map as of the dates listed below.

Mary Reinhard Date
Brown County Treasurer

NOTES

- 1) The property owner, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Department of Natural Resources' applicable WDNR Technical Standards, to prevent soil erosion. However, if the Town, at the time of construction, has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.
- 2) A Shoreland Permit from the Brown County Zoning Administrator's office is required prior to any construction, fill, or grading activity within 300 feet of a stream.

RESTRICTIVE COVENANTS

- 1) The land on all side and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.
- 2) No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.
- 3) Lot 1 contains an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes all land within 75 feet of the ordinary high water mark of navigable waterways and a 20-foot setback from top and bottom of steep slopes. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.



Sheet Two of Three
Project No.: B-1799
Drawing No.: L-8827



OWNER'S CERTIFICATE

As Owner, I hereby certify that I caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. I also certify that this Certified Survey Map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

TOWN OF LEDGEVIEW
CITY OF DEPERE
BROWN COUNTY PLANNING COMMISSION

Chad A. Bildings

Personally came before me this ____ day of _____, 20____, the above named owner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public
Brown County, Wisconsin

My Commission Expires _____

STATE OF WISCONSIN }
 } SS
COUNTY OF BROWN }

CERTIFICATE OF CORPORATE MORTGAGEE

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

IN WITNESS WHEREOF, _____ has caused these presents to be signed by _____, its _____, and countersigned by _____, its _____, at _____, _____, this ____ day of _____, 20____.

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

Notary Public
Brown County, Wisconsin

My Commission Expires _____

STATE OF WISCONSIN }
 } SS
COUNTY OF BROWN }

Office of the Register of Deeds
Brown County, Wisconsin

Received for Record _____, 20____.
at _____ o'clock _____ M and recorded as
Document # _____ in
Volume _____ of _____ on Page _____.

Cathy Williquette Lindsay, Register of Deeds

Sheet Three of Three
Project No.: B-1799
Drawing No.: L-8827



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 3, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #14-62, Authorizing Offer to Purchase Property Located at Rear Cross Creek Circle for Park Purposes.

The City was approached by a land owner to purchase his property (WD-1541 and WD-1542) of approximately 5.7 acres, which runs along the Ashwaubenon Creek just north of Southwest Park. The land owner has proposed a sale price equivalent to the taxes/payments owed on the parcel. Our Finance Director researched the parcel and has indicated the outstanding taxes/payments on the parcel is equal to \$2720. If approved, the City would also need to cover closing costs which were estimated to be around \$500 from our Planning Director.

Acquiring this parcel would put us within one parcel from having Southwest Park connect to Creamery Road. Acquisition of the parcel is also consistent with our long range plan which describes an effort to have the trail system connect from The Preserve to Southwest Park.

Funding for this parcel is recommended to come from the General Fund. In checking with our Finance Director, we do not believe the Park Land Dedication Fund has enough to support the purchase.

ATTACHMENTS:

- Reso14-62 (DOCX)
- Offer to Purchase - Cross Creek (PDF)
- SW Parcel Acquisition (PDF)

RESOLUTION #14-62

AUTHORIZING OFFER TO PURCHASE PROPERTY LOCATED AT
REAR CROSS CREEK CIRCLE FOR PARK PURPOSES

WHEREAS, the City owns and operates Southwest Park on Lawrence Drive; and

WHEREAS, two parcels of property located at Rear Cross Creek Circle, just north of Southwest Park, have been offered for sale to the City for the price of all past due taxes plus the sellers portion of 2014 estimated fees and taxes (approximately \$3,050); and

WHEREAS, the City's acquisition of this property is consistent with the long range park plan of connecting Southwest Park to Creamery Road and also connecting Southwest Park to The Preserve trail system; and

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

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The City Attorney is authorized and directed to execute the Offer to Purchase the property located on Cross Creek Circle (Parcels WD-1541 and WD-1542).

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of June, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso14-62 (2240 : Resolution #14-62, to approve land purchase of property WD-1541 and WD-)

WB-13 VACANT LAND OFFER TO PURCHASE

~~1 LICENSEE DRAFTING THIS OFFER ON _____ [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, _____

4 _____, offers to purchase the Property

5 known as [Street Address] _____

6 in the _____ of _____, County of _____, 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:** _____ Dollars (\$ _____).

10 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ _____
11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or

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: _____

18 ■ **NOT INCLUDED IN PURCHASE PRICE:** _____

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: _____

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 _____. 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): _____

41 Buyer's recipient for delivery (optional): _____

42 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

43 Seller: (_____) Buyer: (_____)

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: _____

50 Delivery address for Buyer: _____

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.

Attachment: Offer to Purchase - Cross Creek (2240 : Resolution #14-62, to approve land purchase of property WD-1541 and WD-)

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 60 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
 61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
 62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

68 _____
 69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

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

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

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

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

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

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

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

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

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

89 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
 90 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
 91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

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

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

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

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

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

Attachment: Offer to Purchase - Cross Creek (2240 : Resolution #14-62, to approve land purchase of property WD-1541 and WD-)

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 a 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:

- a. 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.
- b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- c. Land division or subdivision for which required state or local approvals were not obtained.
- d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- e. 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.
- f. 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).
- g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- i. 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.
- j. 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.
- k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- m. 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)

Attachment: Offer to Purchase - Cross Creek (2240 : Resolution #14-62, to approve land purchase of property WD-1541 and WD-)

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

190 ☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
 191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
 192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
 193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
 194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
 195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
 196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
 197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
 198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
 199 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.

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

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
 207 526-534 or in an addendum attached per line 525.

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

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

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
 221 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
 222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
 224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
 225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
 226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
 227 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
 228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
 229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

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

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

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

Attachment: Offer to Purchase - Cross Creek (2240 : Resolution #14-62, to approve land purchase of property WD-1541 and WD-)

DEFINITIONS CONTINUED FROM PAGE 3

- 245
- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
- 247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
- 249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
- 250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
- 251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
- 252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
- 254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
- 255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
- 258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
- 259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
- 261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
- 264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
- 270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
- 273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
- 275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
- 276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
- 278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
- 280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
- 281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
- 282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
- 283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
- 284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
- 285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
- 286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
- 288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
- 289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
- 291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
- 292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
- 293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
- 294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

PROPERTY DEVELOPMENT WARNING

297 If Buyer contemplates developing Property for a use other than the current use,

298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and

299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or

300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,

301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,

302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of

303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these

304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should

305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

Attachment: Offer to Purchase - Cross Creek (2240 : Resolution #14-62, to approve land purchase of property WD-1541 and WD-)

306 ☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

307 _____

308 _____

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

314 ☐ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____

316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

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

321 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 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
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 ☒ **CHECK**

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

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

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

337 _____

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

341 ☐ gas _____; ☐ sewer _____; ☐ water _____;

342 ☐ telephone _____; ☐ cable _____; ☐ other _____.

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

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

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

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

360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 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,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.

364 Upon delivery of Buyer's notice, this Offer shall be null and void.

Attachment: Offer to Purchase - Cross Creek (2240 : Resolution #14-62, to approve land purchase of property WD-1541 and WD-)

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

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

370 **EARNEST MONEY**

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

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

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
383 (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)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 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
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

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

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

Attachment: Offer to Purchase - Cross Creek (2240 : Resolution #14-62, to approve land purchase of property WD-1541 and WD-)

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

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

414 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
 415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
 416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

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

424 _____
 425 _____
 426 _____

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

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

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

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

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

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

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

459 _____
 460 _____
 461 _____
 462 _____
 463 _____
 464 _____

Attachment: Offer to Purchase - Cross Creek (2240 : Resolution #14-62, to approve land purchase of property WD-1541 and WD-)

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

468 If Buyer defaults, Seller may:

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

472 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

Attachment: Offer to Purchase - Cross Creek (2240 : Resolution #14-62, to approve land purchase of property WD-1541 and WD-)

503 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
 504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
 505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
 506 an inspection of _____

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

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

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

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

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

518 **■ RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
 519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
 520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
 521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
 522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
 523 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
 524 or (b) Seller does not timely deliver the written notice of election to cure.

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

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

527 _____
 528 _____
 529 _____
 530 _____
 531 _____
 532 _____
 533 _____
 534 _____

535 This Offer was drafted by [~~Licensee and Firm~~] _____

536 _____ on _____

537 (x) _____

538 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

539 (x) _____

540 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

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

542 _____ Broker (by) _____

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

546 (x) _____

547 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

548 (x) _____

549 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

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

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

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____

553 Seller Initials ▲ Date ▲ _____ Seller Initials ▲ Date ▲ _____

<Title>



Attachment: SW Parcel Acquisition (2240 : Resolution #14-62, to approve land purchase of property WD-1541 and WD-)

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



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 3, 2014

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Resolution #14-63, Authorizing Support of E-Cigarette Regulation.

ATTACHMENTS:

- Reso14-63 (DOCX)
- E-Cigarette Resolution (PDF)
- Memo.E_Cig_2014 (PDF)

RESOLUTION #14-63

AUTHORIZING SUPPORT OF E-CIGARETTE REGULATION

WHEREAS, Electronic Nicotine Delivery Systems (“ENDS” or “e-cigarettes”) use is growing, particularly among youth; and

WHEREAS, on May 19, 2014, the City Board of Health adopted Resolution #BOH 14-01, attached and incorporated by referenced, expressing its concern over the growing popularity of e-cigarettes; and

WHEREAS, it is alarming that the majority of e-cigarettes are manufactures outside the United States, leaving none submitted to inspection or regulatory oversight; and

WHEREAS, it is also concerning that users of e-cigarettes are not provided full disclosure of the ingredients used, particularly in light of Federal Food and Drug Administration (FDA) sampling which reveals the presence of toxic chemicals and known carcinogens in the products tested; and

WHEREAS, proposed 2014 state legislation (Bill 440) which would have exempted e-cigarettes from Wisconsin’s indoor smoke-free regulations, was not voted upon prior to the end of the legislative session, leaving open the possibility it will be reintroduced in the next legislative session.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

1. The Common Council adopts, approves and incorporates by reference Board of Health Resolution 14-01; and
2. The Clerk-Treasurer is authorized and directed to send copies of this Resolution to State Senators Frank Lasee, Robert Cowles and Dave Hansen and Representatives Andre Jacque, Chad Weininger and John Klenke, setting forth the City’s opposition to any e-cigarette exemption to Wisconsin’s indoor smoke-free laws; and

3. Should these FDA regulatory efforts fail, the Common Council supports exploration of City regulatory authority over e-cigarettes.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of June, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

CITY OF DE PERE BOARD OF HEALTH
RESOLUTION #BOH 14-01

VOICING SUPPORT FOR REGULATION OF E-CIGARETTES

WHEREAS, medical evidence regarding the safety of Electronic Nicotine Delivery Systems (“ENDS” or “e-cigarettes”) and how emitted vapors impact indoor air quality is currently undetermined; and

WHEREAS, the majority of e-cigarettes are manufactured outside the United States, and none have been submitted to inspection or oversight by any regulatory body to ensure safety, quality control and full disclosure of ingredients to consumers; and

WHEREAS, analysis by the Federal Food and Drug Administration (FDA) of randomly selected samples of the devices revealed the presence of toxic chemicals and known carcinogens to which users could be exposed; and

WHEREAS, the FDA, concerned about the potential health risks associated with e-cigarettes, has asserted regulatory authority over the products, opening up a 75 day comment period regarding the proposed regulations; and

WHEREAS, the proposed FDA regulations would prohibit sale of e-cigarettes to minors, require health warnings on e-cigarettes and prohibit sale of e-cigarettes by vending machine unless the vending machine is located in a facility that never admits youth; and

WHEREAS, the proposed FDA regulations are already being challenged in court, and has issued a warning to consumers about potential health risks; and

WHEREAS, Senate Bill 440, which would specifically exempt e-cigarettes from the Wisconsin indoor smoke-free law has been introduced in the Wisconsin Senate; and

WHEREAS, e-cigarettes are not proven to be safe for the user or those around the user; and

WHEREAS, e-cigarettes continue to be readily available in shopping malls, retail stores and on-line; and

WHEREAS, it has been suggested that e-cigarettes marketing is directed at making the product attractive to minors; and

WHEREAS, the Board of Health is concerned that e-cigarette use among youth may lead young people to try other tobacco products which are known to cause disease and lead to premature death.

NOW THEREFORE, BE IT HEREBY RESOLVED THAT:

The Board of Health vigorously opposes Senate Bill 440 and any other attempt to exempt the use of e-cigarettes from Wisconsin's Clean Indoor Air.

BE IT FURTHER RESOLVED THAT:

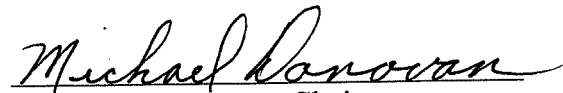
The Board of Health supports Federal regulations on e-cigarettes through the FDA to prohibit sales of e-cigarettes to minors and to research the impact of e-cigarettes on users and non-users to determine whether any adverse health effects are associated with the use of e-cigarettes.

BE IT FURTHER RESOLVED THAT:

The Board of Health recommends to the City Council that it enact local regulations prohibiting the sale of e-cigarettes to minors in the City of De Pere unless the proposed FDA regulations prohibiting the sale of e-cigarettes to minors are approved.

Adopted by the Board of Health of the City of De Pere, Wisconsin, this 19th day of May, 2014.

APPROVED:


Michael P. Donovan, Chair

Ayes: 4

Nays: 0

DE PERE HEALTH DEPARTMENT MEMORANDUM

TO: COMMON COUNCIL MEMBERS
MAYOR MICHAEL WALSH
LAWRENCE DELO, CITY ADMINISTRATOR

FROM: CHRYSTAL WOLLER, HEALTH OFFICER/DIRECTOR

SUBJECT: RECCOMENDATION FROM THE BOARD OF HEALTH TO VOICE
SUPPORT FOR THE REGULATION OF E-CIGARETTES

DATE: MAY 21, 2014

Attached you will find a resolution for supporting the regulation of “e-cigarettes”. E-cigarettes are battery operated devices designed to look like and be used in the same manner as conventional cigarettes. Sold online and in many retail locations, these devices consist of a cartridge filled with nicotine and other unknown chemicals.

The Food and Drug Administration does not currently have regulatory authority over e-cigarettes. The medical evidence regarding the safety of these devices and their effects of indoor air quality is undetermined. Wisconsin Senate Bill 440, has been introduced in the Wisconsin Senate that specifically exempts e-cigarettes from the Wisconsin indoor smoke-free law.

The Board of Health reviewed and signed the same resolution at their May meeting and is recommending this same resolution go to the Council for adoption.

Please contact me with any questions.

Attachment: Memo.E_Cig_2014 (2237 : Resolution #14-63, Support the Regulation of E-Cigarettes)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 3, 2014

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Resolution #14-64, Authorizing Submission of Grant Request for Wisconsin Assessment Monies (Brownfield Assessment Grant).

Staff is requesting approval to apply for a grant for City parcels WD-L179-1, WD-L179-3, and WD-L179-4, and the public road right-of-way for Southbridge Road, and the planned extension of Richco Road where these rights-of-way are a part of and/or surrounded by these specific parcels.

For the site, the City is required to do additional testing to define the areas of contamination. Once this testing is completed, the City can work with the DNR to determine how to make the site ready for development. If approved, the WI Assessment Grant could be used to complete the testing that is required at no cost to the City. If the grant is not approved, the City will still need to proceed with the testing.

Please note that due to the timing of the grant cycle, that this item was not presented to the Finance Committee. The application requires a resolution supporting the grant application and staff is working to see if the project can still be completed this fall.

ATTACHMENTS:

- Reso14-64 (DOCX)
- WI Assessment Monies Grant (PDF)

RESOLUTION #14-64

AUTHORIZING SUBMISSION OF GRANT REQUEST FOR
WISCONSIN ASSESSMENT MONIES
(Brownfield Assessment Grant)

WHEREAS, the City is in need of performing additional Phase II environmental studies on the former O'Keefe property (Southbridge right-of-way and Parcels WD-L179-1, WD-L179-3 and WD-L179-4) to refine the areas of contamination; and

WHEREAS, US EPA Brownfield Assessment grant funding for such environmental testing is available through the Wisconsin Department of Natural Resources Wisconsin Assessment Monies program; and

WHEREAS, if such grant is awarded, the testing (which is required to be performed in any event) would occur at no cost to the City.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Director of Planning and Economic Development is authorized to submit the attached Wisconsin Assessment Monies grant application for the purposes described above.

BE IT FURTHER RESOLVED THAT:

The Director of Planning and Economic Development is further authorized to accept said grant provided no City cost share is required. If said grant award includes a City cost share, such grant awarded shall be formally accepted by the Common Council.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin this 3rd day of June,

2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso14-64 (2259 : Resolution #14-64, Brownfields Federal Assessment WI Assessment Grant)

JULY 2013

WISCONSIN ASSESSMENT MONIES (WAM)

PUB-RR-8

Since 2010, the US Environmental Protection Agency has awarded the Wisconsin Brownfields Coalition (comprised of the Wisconsin DNR and Wisconsin Regional Planning Commissions) \$2.1 million in Brownfield Assessment Grant monies. The DNR's Remediation & Redevelopment (RR) Program administers this grant. Currently, funds are being used through Contractor Services Awards to aid local governments and other eligible applicants in investigating environmental contamination at closed or closing industrial or manufacturing plants and other similar sites throughout the state.

Contractor Services Awards

Contractor Services awards are given to businesses or local governments for no-cost Phase I and Phase II Environmental Site Assessments and/or limited NR 716 Site Investigations. The Department contracts with previously selected consultants directly to complete this work under DNR's guidance. Applicants must ensure that the current owner of the site has signed a legal access agreement authorizing the Department and its contractors access to the site to perform the requested services.

Total Available Funds	Value of award is up to \$30,000 in contractor services Total funding is dependent on EPA grants awarded to the DNR Grants awarded to date include \$1 million (2009), \$500,000 (2012), \$600,000 (2013) (80% Hazardous Substances funds, 20% Petroleum funds)
Services Available	Phase I/II Environmental Site Assessments, Limited NR 716 Site Investigations (Phase I will be completed to All Appropriate Inquiry Standards)
Award Type	DNR-provided Contractor Services at no-cost to applicant
Eligible Applicants	Local government entities, private prospective purchasers, private/public property owners
Eligible Sites	Closed or closing manufacturing and industrial sites, such as foundries, electroplaters, assembly lines, and other industrial facilities. Gas stations, agricultural cooperatives and commercial/residential facilities are not eligible. See the website for more information on eligibility.
Selection Factors	Factors that may be considered in project selection might include: - Sites that are impediments to large-scale redevelopment projects - Date of plant closings or notice to close - Known or potential environmental challenges - Community economic profile (e.g. unemployment or poverty rate, other closed facilities, protected demographics) - Benefit of service to the community (e.g. economic, health, livability, etc.) - Inability of owner to contribute financially to the project or willingness of responsible party - Participation in the Wisconsin Plant Recovery Initiative program

For more information on the program, visit the Remediation and Redevelopment program website at dnr.wi.gov/topic/Brownfields/wam.html.



Wisconsin Department of Natural Resources
P.O. Box 7921, Madison, WI 53707
dnr.wi.gov, search "Brownfields"



Notice: Use of this form is required by the DNR for any Wisconsin Assessment Money (WAM) "contractor services award" federal assessment funds filed pursuant to CERCLA 42 USC 9604 (k) (2), Stats. Personally identifiable information collected will be used for administrative purposes and may be provided to requesters as required by Wisconsin's open records law, ss. 19.31- 19.39, Wis. Stats. Applications must be complete in order to be processed.

DNR Use Only			
Application No.		Region	Project Notes
Project Manager		PM Phone Number	
EPA Approval Date			
Eligible?	Grant Awarded?		
☐ Yes ☐ No		☐ Yes Date _____ ☐ No	

Instructions: Complete the following information in order to be considered for WAM contractor services. Final determination is done in partnership between DNR and US EPA. Submit two hard copies of the application (including Attachments A-F) and one cd copy of Attachment G. If additional space is needed for narrative sections, please include as an attachment labeled with the corresponding Section and Question numbers. For additional information about this program, visit us on the DNR's web site at <http://dnr.wi.gov/topic/Brownfields/wam.html>.

Please be aware that, in order to determine eligibility, the DNR will evaluate the following:

1. The site must meet the federal definition of an "eligible brownfield site." The project "site" may be made up of separate legal properties, or part of one property. See [program web page](#) for more information.
2. The property(ies) that is/are the subject of this application must meet the WAM project profile of a closed or closing plant. Service stations, dry cleaners, agricultural co-ops and retail/commercial facilities are not eligible.
3. Access to the site, through an access agreement or special inspection warrant, must be provided to the Department and any contractors hired by the Department for the duration of the award. See [program web page](#) for sample site access agreement.
4. For petroleum applications only: The site must meet petroleum eligibility requirements for EPA assistance AND requested activities must not be eligible for a Petroleum Environmental Cleanup Fund Award (PECFA) (please see Section 5-Part B).
5. If the applicant is a governmental entity and owns the property(ies) that is/are the subject of this application, a signed municipal resolution authorizing the applicant to apply for these services must be submitted with application. See [program web page](#) for sample resolution.
6. Activities are not reimbursable under other state programs (e.g. DERF, ACCP, PECFA, etc.)

This Application is for: (check all that apply)

- | | |
|---|--|
| ☐ Petroleum Assessment | ☐ Phase I Environmental Assessment |
| ☐ Hazardous Substance or Co-Mingled Assessment | ☐ Phase II Environmental Assessment |
| | ☐ Limited NR 716 Site Investigation |

Section 1: Applicant Information

Applicant is:			
☐ County	☐ City	☐ Redevelopment Authority under s.88.1333	
☐ Town	☐ Housing Authority under s.88.1201	☐ Community Development Authority under s.88.1335	
☐ Village	☐ Developer/Private Business	☐ Other (Specify)	
Applicant (Individual or Organization Name)			County
Address			
City		State	ZIP Code
Web Site (if applicable)			

Section 2: Contact Information for Applicant

Authorized Representative

Last Name	First Name	Title		
Mailing Address		City	State	ZIP Code
Phone Number		Fax Number		
E-mail Address				

Contact Person (if different from above)

Last Name	First Name	Title		
Mailing address		City	State	ZIP Code
Phone Number		Fax Number		
E-mail Address				

Section 3: Site Information

Name of Site				
Site Address(es)				
County	City	State	ZIP Code	
Size of Site (acres)		Tax Parcel #s		
State Assembly District				
State Senate District				

1. Provide recent, dated and labeled photograph(s) of the site or facility as **Attachment A**.
2. Is/was there a facility at this site?
☐ Yes Size of facility (sq ft) _____
☐ No
3. Provide a brief, written history of the site.

4. Past and most recent land uses (Put a "P" for past use or a "C" for current use; select all that apply):
- | | | | |
|--|---|--|--|
| ☐ service station _____ | ☐ agricultural co-op _____ | ☐ salvage yard _____ | ☐ pipeline _____ |
| ☐ coal gas manufacturer _____ | ☐ electroplater _____ | ☐ manufacturing _____ | ☐ dry cleaner _____ |
| ☐ petroleum bulk plant _____ | ☐ tannery _____ | ☐ landfill _____ | ☐ unknown _____ |
| ☐ Other (Specify) _____ | | | |
5. What is the current status of the property?
- ☐ Business is closing. Anticipated date: _____
- ☐ Business has closed. Date: _____
- a. Is the property currently vacant? ☐ Yes ☐ No
- b. What is the current zoning for the property? _____
6. Describe the existing site conditions, including existing buildings. _____
7. Check any of the following activities that have been conducted on the site. List the dates the activities occurred and include one cd copy of the reports with the application.
- ☐ Phase I Environmental Assessment(s) Date(s): _____
- ☐ Phase II Environmental Assessment(s) Date(s): _____
- ☐ NR 716 Site Investigation(s) Date(s): _____
- ☐ Other information about possible contamination at the site _____
- Date _____
8. Has environmental contamination been confirmed through sampling and analysis at the site? ☐ Yes ☐ No ☐ Inconclusive
- a. If no, proceed to c. If yes, what contaminants are known to be present? _____
- b. Has the State of Wisconsin been notified of the discharge of hazardous substance(s) at the site or facility? ☐ Yes ☐ No
- If yes, when? _____ DNR BRRTS Number(s) (if known): _____
- c. Explain how the actual and perceived contamination is impacting the property use and redevelopment. If no environmental contamination has been confirmed, why is the site or facility suspected to be contaminated? _____

Section 4: Applicant & Site Eligibility *If the applicant owns the site, answer the questions in parts A and B in this section. If the applicant does not own the site, answer the questions in parts A and C in this section.*

Section 4 - Part A: Additional Liability and Property Information *All applicants must fill out all questions in this section.*

1. Is the person who caused or is suspected to have caused the environmental contamination financially able to contribute to the assessment and/or cleanup? ☐ Yes ☐ No
- a. If yes, describe any reasons the Department would want to participate in this project. What would the overall benefit be to the community? _____
- b. What commitments are there from the causer or property owner to contribute to assessment and/or cleanup costs at this property? _____
- c. Explain why assistance under this program is needed and what is the likely result if such assistance cannot be provided. _____

Section 4 - Part B: Applicant Ownership *If the applicant owns the site, complete all the questions in this section.*

1. Did the applicant cause or contribute to the contamination on the site? ☐ Yes ☐ No
 - a. If yes, provide details.

 - b. If no, describe the possible causes of contamination, and their ability to clean it up.

2. Date of property acquisition _____

3. **Local governments only:** Did you acquire the property consistent with s.202.11(9)(e), Wis. Stats.?
 ☐ Yes (Select all that apply)
 - ☐ tax delinquency (deed/foreclosure)
 - ☐ bankruptcy order
 - ☐ condemnation
 - ☐ eminent domain according to ch. 32, Wis. Stats.
 - ☐ escheat
 - ☐ slum clearance or blight elimination according to s. 86.133, Wis. Stats
 - ☐ using DNR Stewardship funds
 - ☐ acquisition from another eligible LGU☐ No. If no, proceed to Section 4-Part B, question 4.

4. How and when did you acquire the site?
 - ☐ Simple purchase ☐ Transfer ☐ Donation ☐ Lender foreclosure or security interest
 - ☐ Other _____

Section 4 - Part C: Other Entity Ownership *If the applicant does not own the site, complete all the questions in this section*

1. Who currently owns this site:
 - ☐ Local unit of government (name and contact information: _____)
 - ☐ Non-profit Organization (name and contact information: _____)
 - ☐ Business or Private Owner (name and contact information: _____)

2. Does the applicant plan to acquire the site? ☐ Yes ☐ No
 - a. If yes, when and by what means?

Section 5 - Part A: Applicant Liability for Hazardous Substance or Co-Mingled Assessment *Fill out this section only if applying for hazardous substance assessment. Skip to Section 5, Part B if applying for petroleum assessment.*

1. Sites must meet the following criteria in order to be eligible. Check all that apply.
 - ☐ The site is not subject to a planned or ongoing federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) removal action
 - ☐ The site is not listed on the Superfund National Priorities List, and is not proposed for listing.
 - ☐ The site is not the subject of a federal unilateral administrative order, a court order, or an administrative order on consent or judicial consent decree that has been issued or entered into.
 - ☐ The site is not undergoing RCRA corrective action for hazardous waste per an order, permit or closure plan.
 - ☐ The site is not a facility that is subject to the jurisdiction, custody, or control of a department, agency or instrumentality of the United States, except for land held in trust by the United States by an Indian tribe.

Section 5 - Part B: Applicant Liability for Petroleum Substance Assessment Follow instructions in this section only if applying for petroleum assessment.

1. Has the site received LUST trust fund monies for assessment or cleanup? ☐ Yes ☐ No
 - a. If yes, please provide details:
2. Is the site currently subject to a response under the Oil Pollution Act (OPA)? ☐ Yes ☐ No
3. Is the site subject to a corrective action under RCRA for underground storage tanks? ☐ Yes ☐ No
4. Has a responsible party been identified for the site through any of the actions below? (please check all that apply)
 - ☐ An unresolved judgment rendered in a court of law or an administrative order that would require any party (including the applicant) to assess, investigate or clean up the site
 - ☐ An unresolved enforcement action by federal or state authorities that would require any party (including the applicant) to assess, investigate, or cleanup the site
 - ☐ An unresolved citizen suit, contribution action or other third party claim brought against the current or immediate past owner for the site that would, if successful, require either party to assess, investigate or cleanup the site
5. If the property was acquired through lender foreclosure or involuntarily by a local government unit, please attach documentation of the acquisition method as Attachment C. If the property was acquired through some other means, please attach a completed Determination of Viable Responsible Party Attachment as Attachment C. The checklist can be found on the [program website](#).
6. Activities covered under this grant cannot be eligible for reimbursement by other state programs. If you are requesting petroleum assessment services for a site with confirmed contamination (through previous sampling activities), please attach a Petroleum Environmental Cleanup Fund Act (PECFA) Initial Application and Eligibility Request Form (4400-296) as Attachment D. Form 4400-296 can be found here <http://dnr.wi.gov/files/PDF/forms/4400/4400-296.pdf>.

Section 6: Required Attachments

Include the following attachments at the end of your completed application form

- ☐ **Narrative Attachments.** If more space is needed for narrative questions, please include as an attachment and label with the corresponding Section and Question number(s).
- ☐ **A. Current Photographs.** Recent, dated and labeled photograph(s) of the site and/or facility and surrounding area.
- ☐ **B. Site Access Authority.** Written consent for site access to perform the assessment activities. Access to the site must be provided to the Department and any contractors hired by the Department for the duration of the award. Access can be granted through an access agreement signed by the current property owner OR through a special inspection warrant. A model access agreement can be found on the [program website](#).
- ☐ **C. Documentation Method of Acquisition OR Determination of Viable Responsible Party.** Determination of Viable Responsible Party Attachment can be found at <http://dnr.wi.gov/topic/Brownfields/documents/wam/wamviable.doc>. (PETROLEUM ONLY)
- ☐ **D. PECFA Eligibility Form.** Attach a PECFA Eligibility Form (4400-296) found here <http://dnr.wi.gov/files/PDF/forms/4400/4400-296.pdf> (PETROLEUM CONFIRMED CONTAMINATION ONLY)
- ☐ **E. Map.** Include a map (plat map preferred) that shows the location of the facility. If applying for petroleum funding, please also attach a map indicating the location of any former or current ASTs, USTs, or other petrol-related containers.
- ☐ **F. Municipal Resolution.** A signed copy of an ordinance or resolution authorizing the applicant to apply for this award. (LOCAL GOVERNMENT SITE OWNERS ONLY)
- ☐ **G. Existing Assessment Reports.** Please include one cd copy of any Phase I, Phase II or site investigation reports already completed at the site.

Section 7: Self-Certification

- ☐ I certify that information in this application and all its attachments are true and correct and in conformity with applicable Wisconsin and Federal Statutes
- ☐ I certify that to the best of my knowledge and belief that neither the entity applying for a contractor services award, nor any individual, partnership, company or corporation related to the applicant through common ownership or control,
 - (a) has violated any provision of the Federal, state or local environmental laws or regulations relating to the proposed brownfield project site;
 - (b) has been suspended, debarred or otherwise declared ineligible to receive federal funds.

Print Name of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 3, 2014

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Appointment of Third District Alderperson to fill vacancy.

Recommendation made by Mayor Walsh and Alderperson Crevier to appoint Dean Raasch to the vacant Third District Alderperson seat. Additional information will be provided at the meeting.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 3, 2014

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Appointments to various boards and commissions by Mayor Walsh.

ATTACHMENTS:

- May 30, 2014 Appointment Letter (DOC)
- Standing Committee Appointments - Dean Raasch 2014 (DOC)

Memo

City of De Pere

To: City Council Members
 From: Michael J. Walsh, Mayor
 Subject: Appointments
 Date: May 30, 2014

I am submitting the following names for appointment at the June 3, 2014 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with the individuals being submitted for your approval.

Board/Commission**Appointment**

Board of Appeals

James Stadler/Appointment

Board of Appeals

Roger Galler/Appointment

Redevelopment Authority

Julie Van Straten/Appointment

Board of Health

Dennis Hibray/Appointment

Historic Preservation Commission

Sue Sands/Appointment

**STANDING COMMITTEE APPOINTMENT
BY MAYOR WALSH**

June 3, 2014

LICENSE COMMITTEE

Meets before each Council meeting; first and third Tuesday of the month

Dean Raasch

BOARD OF PUBLIC WORKS

Meets the first Monday after the first Tuesday of the month

Dean Raasch

Attachment: Standing Committee Appointments - Dean Raasch 2014 (2243 : Appointments to various boards and commissions by Mayor

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

MEETING DATE: June 3, 2014
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 6-3-14 VOUCHERS (PDF)

5/27/2014 10:43 AM

A / P CHECK REGISTER

PAGE: 1

PACKET: 04385 JUN 2014 COUNCIL - 1 6-3-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
4632	ACCURATE LLC							
	I-201405223404	ACCURATE LLC	R	6/03/2014		13,880.00CR	071583	13,880.00
0302	AIRGAS USA LLC							
	I-9918210995	AIRGAS USA LLC	R	6/03/2014		80.40CR	071584	80.40
6388	ALLISON SYSTEMS INC							
	I-201405223405	ALLISON SYSTEMS INC	R	6/03/2014		1,068.00CR	071585	1,068.00
1781	ASPHALT SEAL & REPAIR INC							
	I-14-13 (1)	ASPHALT SEAL & REPAIR INC	R	6/03/2014		50,339.83CR	071586	50,339.83
5405	AT&T MOBILITY							
	I-287256741307X05212	AT&T MOBILITY	R	6/03/2014		126.42CR	071587	126.42
0020	BADGERLAND PRINTING INC							
	I-23660	BADGERLAND PRINTING INC	R	6/03/2014		228.00CR	071588	
	I-23662	BADGERLAND PRINTING INC	R	6/03/2014		49.00CR	071588	
	I-23663	BADGERLAND PRINTING INC	R	6/03/2014		8.50CR	071588	
	I-23666	BADGERLAND PRINTING INC	R	6/03/2014		76.00CR	071588	
	I-23677	BADGERLAND PRINTING INC	R	6/03/2014		95.00CR	071588	456.50
0023	BATTERIES PLUS LLC							
	I-501-427494	BATTERIES PLUS LLC	R	6/03/2014		49.90CR	071589	49.90
1369	BAY REPORTING SERVICE INC							
	I-54523	BAY REPORTING SERVICE INC	R	6/03/2014		1,050.90CR	071590	
	I-66255	BAY REPORTING SERVICE INC	R	6/03/2014		1,093.30CR	071590	2,144.20
0027	BAY TOWEL INC							
	I-1803203	BAY TOWEL INC	R	6/03/2014		126.35CR	071591	
	I-1804624	BAY TOWEL INC	R	6/03/2014		54.41CR	071591	180.76
0039	BROOKS TRACTOR INC							
	I-D32006	BROOKS TRACTOR INC	R	6/03/2014		268.86CR	071592	268.86
2984	BROWN COUNTY TREASURER							
	I-2014-00000005	BROWN COUNTY TREASURER	R	6/03/2014		1,815.12CR	071593	
	I-2014-00000013	BROWN COUNTY TREASURER	R	6/03/2014		798.26CR	071593	2,613.38
6952	CAR-GARD							
	I-201405223406	CAR-GARD	R	6/03/2014		350.00CR	071594	350.00

Attachment: 6-3-14 VOUCHERS (2258 : Voucher Approval.)

5/27/2014 10:43 AM

A / P CHECK REGISTER

PAGE: 2

PACKET: 04385 JUN 2014 COUNCIL - 1 6-3-14

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
0115	CARQUEST AUTO PARTS LLC							
	I-6339-186418	CARQUEST AUTO PARTS LLC	R	6/03/2014		10.48CR	071595	10.48
6843	CIVIC SYSTEMS, LLC							
	I-CVC11705	CIVIC SYSTEMS, LLC	R	6/03/2014		26,067.30CR	071596	26,067.30
2708	CLEANING SOLUTION SERVICES INC							
	I-05-9100	CLEANING SOLUTION SERVICES INC	R	6/03/2014		84.08CR	071597	
	I-05-9101	CLEANING SOLUTION SERVICES INC	R	6/03/2014		106.97CR	071597	
	I-05-9113	CLEANING SOLUTION SERVICES INC	R	6/03/2014		90.00CR	071597	281.05
3590	LAWRENCE DELO							
	I-201405273420	LAWRENCE DELO	R	6/03/2014		37.84CR	071598	37.84
6690	ERC-ACHIEVE							
	I-1142	ERC-ACHIEVE	R	6/03/2014		175.00CR	071599	
	I-1143	ERC-ACHIEVE	R	6/03/2014		350.00CR	071599	525.00
0091	FASTENAL COMPANY							
	I-WIGRE291168	FASTENAL COMPANY	R	6/03/2014		19.92CR	071600	19.92
0562	GALL'S INC							
	I-1850751	GALL'S INC	R	6/03/2014		97.49CR	071601	
	I-1942904	GALL'S INC	R	6/03/2014		61.40CR	071601	158.89
2495	GLAXOSMITHKLINE							
	I-31751304	GLAXOSMITHKLINE	R	6/03/2014		1,042.20CR	071602	1,042.20
0119	GREEN BAY AREA CHAMBER OF COMMERCE							
	I-81	GREEN BAY AREA CHAMBER OF COMM	R	6/03/2014		1,400.00CR	071603	1,400.00
0348	GREEN BAY METRO SEWERAGE DISTRICT							
	I-1 REVISED	GREEN BAY METRO SEWERAGE DISTR	R	6/03/2014		38,057.12CR	071604	38,057.12
2044	GREEN BAY TITLE COMPANY INC							
	I-TS58659	GREEN BAY TITLE COMPANY INC	R	6/03/2014		510.00CR	071605	
	I-TS58664	GREEN BAY TITLE COMPANY INC	R	6/03/2014		75.00CR	071605	
	I-TS58665	GREEN BAY TITLE COMPANY INC	R	6/03/2014		75.00CR	071605	660.00
0943	DALE HAAGEN							
	I-201405223407	DALE HAAGEN	R	6/03/2014		23.15CR	071606	23.15

Attachment: 6-3-14 VOUCHERS (2258 : Voucher Approval.)

5/27/2014 10:43 AM

A / P CHECK REGISTER

PAGE: 3

PACKET: 04385 JUN 2014 COUNCIL - 1 6-3-14

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
4902	HALRON LUBRICANTS INC							
	I-668677-00	HALRON LUBRICANTS INC	R	6/03/2014		49.28CR	071607	49.28
0446	HAWKINS INC							
	I-3593928 RI	HAWKINS INC	R	6/03/2014		4,365.30CR	071608	4,365.30
3521	HD SUPPLY WATERWORKS LTD							
	I-C351164	HD SUPPLY WATERWORKS LTD	R	6/03/2014		197.59CR	071609	
	I-C382398	HD SUPPLY WATERWORKS LTD	R	6/03/2014		970.00CR	071609	1,167.59
1399	INDOFF INC							
	I-2453693	INDOFF INC	R	6/03/2014		31.78CR	071610	
	I-2457617	INDOFF INC	R	6/03/2014		441.89CR	071610	473.67
4979	JENSEN, DENNIS							
	I-201405223408	JENSEN, DENNIS	R	6/03/2014		8.66CR	071611	8.66
1276	JX ENTERPRISES INC							
	I-D-241290064	JX ENTERPRISES INC	R	6/03/2014		1,267.32CR	071612	
	I-D-241300032	JX ENTERPRISES INC	R	6/03/2014		42.72CR	071612	
	I-D-241330072	JX ENTERPRISES INC	R	6/03/2014		9.71CR	071612	
	I-D-241340038	JX ENTERPRISES INC	R	6/03/2014		159.69CR	071612	
	I-D-241340074	JX ENTERPRISES INC	R	6/03/2014		46.56CR	071612	
	I-D-241340100	JX ENTERPRISES INC	R	6/03/2014		105.08CR	071612	1,631.08
0149	KIMCO ENGRAVING INC							
	I-25217	KIMCO ENGRAVING INC	R	6/03/2014		9.89CR	071613	9.89
4331	AL LUBERDA							
	I-201405223409	AL LUBERDA	R	6/03/2014		37.12CR	071614	37.12
6953	LUCHTERHAND, SALLY							
	I-201405223410	LUCHTERHAND, SALLY	R	6/03/2014		195.00CR	071615	195.00
4254	MEACHAM NURSERY							
	I-IV14-4047	MEACHAM NURSERY	R	6/03/2014		142.00CR	071616	142.00
0173	MENARDS INC							
	I-40383	MENARDS INC	R	6/03/2014		105.94CR	071617	
	I-40519	MENARDS INC	R	6/03/2014		152.88CR	071617	
	I-40526	MENARDS INC	R	6/03/2014		21.98CR	071617	
	I-40990	MENARDS INC	R	6/03/2014		19.90CR	071617	300.70

Attachment: 6-3-14 VOUCHERS (2258 : Voucher Approval.)

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A / P CHECK REGISTER

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PACKET: 04385 JUN 2014 COUNCIL - 1 6-3-14

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
6957	METROCOUNT USA INC.							
	I-INV06119	METROCOUNT USA INC.	R	6/03/2014		111.00CR	071618	111.00
0531	NORTHEAST AUTO PARTS INC							
	I-290098	NORTHEAST AUTO PARTS INC	R	6/03/2014		37.90CR	071619	
	I-290163	NORTHEAST AUTO PARTS INC	R	6/03/2014		12.45CR	071619	50.35
3250	NORTHERN LAKE SERVICE							
	I-254150	NORTHERN LAKE SERVICE	R	6/03/2014		560.00CR	071620	560.00
0187	NSIGHT TELS SERVICES							
	I-201405223411	NSIGHT TELS SERVICES	R	6/03/2014		64.40CR	071621	64.40
1160	OFFICEMAX INC							
	I-768329	OFFICEMAX INC	R	6/03/2014		139.50CR	071622	139.50
5222	P J KORTENS & CO INC							
	I-10016102	P J KORTENS & CO INC	R	6/03/2014		688.97CR	071623	688.97
0197	PACKER CITY INTERNATIONAL INC							
	I-1-241340043	PACKER CITY INTERNATIONAL INC	R	6/03/2014		1,499.00CR	071624	1,499.00
0208	POMP'S TIRE SERVICE INC							
	I-90015209	POMP'S TIRE SERVICE INC	R	6/03/2014		692.05CR	071625	692.05
0218	PROMOTIONAL DESIGNS INC							
	I-215398	PROMOTIONAL DESIGNS INC	R	6/03/2014		261.45CR	071626	261.45
1973	REINHOLD SIGN SERVICE INC							
	I-30585	REINHOLD SIGN SERVICE INC	R	6/03/2014		805.00CR	071627	805.00
5393	RICOH USA INC.							
	I-18195374	RICOH USA INC.	R	6/03/2014		2,170.97CR	071628	2,170.97
5854	SNEWPS							
	I-201405223412	SNEWPS	R	6/03/2014		20.00CR	071629	20.00
1494	STATE BAR CLE REGISTRATIONS							
	I-505652	STATE BAR CLE REGISTRATIONS	R	6/03/2014		72.35CR	071630	72.35
6954	THERMASTOR PRODUCTS GROUP LLC							
	I-2687422 RI	THERMASTOR PRODUCTS GROUP LLC	R	6/03/2014		9,665.62CR	071631	9,665.62

Attachment: 6-3-14 VOUCHERS (2258 : Voucher Approval.)

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A / P CHECK REGISTER

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PACKET: 04385 JUN 2014 COUNCIL - 1 6-3-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4842	THOMSON REUTERS							
	I-829583848	THOMSON REUTERS	R	6/03/2014		379.68CR	071632	379.68
0555	TIME WARNER CABLE LLC							
	I-201405223413	TIME WARNER CABLE LLC	R	6/03/2014		256.32CR	071633	256.32
6934	U.S. BANK EQUIPMENT FINANCE							
	I-253252050	U.S. BANK EQUIPMENT FINANCE	R	6/03/2014		207.50CR	071634	207.50
0620	VALLEY RADIATOR INC							
	I-26257	VALLEY RADIATOR INC	R	6/03/2014		45.00CR	071635	45.00
4770	VERIZON WIRELESS							
	I-9725062916	VERIZON WIRELESS	R	6/03/2014		154.89CR	071636	154.89
5892	VONBRIESEN & ROPER SC							
	I-9274	VONBRIESEN & ROPER SC	R	6/03/2014		2,085.54CR	071637	2,085.54
1199	WI CHIEFS OF POLICE ASSOCIATION INC							
	I-201405223414	WI CHIEFS OF POLICE ASSOCIATIO	R	6/03/2014		100.00CR	071638	100.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	56	0.00	168,251.08	168,251.08
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:	56	0.00	168,251.08	168,251.08

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 6-3-14 VOUCHERS (2258 : Voucher Approval.)

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A / P CHECK REGISTER

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PACKET: 04385 JUN 2014 COUNCIL - 1 6-3-14
 VENDOR SET: 01
 BANK : AP ASSOCIATED

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT

100	6/2014	33,911.54CR
201	6/2014	51,244.67CR
405	6/2014	50,339.83CR
601	6/2014	30,143.83CR
650	6/2014	2,611.21CR
=====		
ALL		168,251.08CR

Attachment: 6-3-14 VOUCHERS (2258 : Voucher Approval.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 3, 2014
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 06-03-14 (PDF)

CITY OF DE PERE - June 3, 2014					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	GOLDSCHMIDT, CASSANDRA M.	134 S. WASHINGTON ST.	DE PERE	WI	54115
2	REINHARD, AARON R.	1280 CROWN COURT, APT. 2	DE PERE	WI	54115
3	ROBINSON, SUSAN L.	821 1/2 S. BROADWAY ST.	GREEN BAY	WI	54304
4	WENDTLAND, ADAM J.	153 EAST RIVER DR.	DE PERE	WI	54115
Temporary Operator License Applications					
1	GRASEE, JAMES T.	4086 THREE PENNY COURT	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	BARAJAS FANAS, AMBER A.	4082 STELLA COURT, #54	HOBART	WI	54155
2	DEPNER, TRACY JO	114 N. CHESTNUT #1	GREEN BAY	WI	54303
3	DOROW, MACKENZIE R.	1920 TERRY LANE	DE PERE	WI	54115
4	HUSSIN, MITCHELL V.	1764 BRIARWOOD COURT	DE PERE	WI	54115
5	HUTCHINSON, HOPE R.	2262 CRARY STREET	GREEN BAY	WI	54304
6	LEHMBECK, ZOEY D.	1312 S. IRWIN AVENUE	GREEN BAY	WI	54301
7	PETERS, ERICA L.	1253 SUBURBAN DRIVE	DE PERE	WI	54115
8	POCIOPA, ALEX M.	2434 SHADY OAK DRIVE	GREEN BAY	WI	54304
Renewal Operator License Applications for the 2014-2016 Licensing Period					
1	BERKEN, BEVERLY J.	2416 SKYLINE OAKS	DE PERE	WI	54115
2	BOS, RENEE M.	2067 BRIDGE PORT COURT #11	DE PERE	WI	54115
3	BOS, TINA G.	806 WILLIAM CHARLES CT., APT. D	GREEN BAY	WI	54304
4	BREY, JAMES P.	612 BUTLER STREET	DE PERE	WI	54115
5	BROWN, JEREMIAH D.	1111 VELD AVENUE #7	GREEN BAY	WI	54303
6	BRUINOOG, LAURIE L.	212 BELLEVUE STREET	GREEN BAY	WI	54302
7	CONARD, KATRINA L.	N7634 BODART COURT	SEYMOUR	WI	54165
8	COUILLARD, THERESA L.	315 FOURTEENTH AVENUE	GREEN BAY	WI	54303
9	DAMRO, DEBRA M.	848 LANGLADE AVENUE	GREEN BAY	WI	54304
10	FLAUGER, IAN J.	1343 CAMELOT COURT	ONEIDA	WI	54155
11	GERBERS, JOAN E.	313 HIGH STREET	DE PERE	WI	54115
12	HESEL, CAROL K.	2264 NINTH STREET	GREEN BAY	WI	54304
13	HOULE, JENNIFER L.	701 OAK STREET	DE PERE	WI	54115
14	JANUS, KAYLA M.	991 ALDRIN STREET	DE PERE	WI	54115
15	KETTNER, BRUCE T.	1754 O'HEARN LANE	DE PERE	WI	54115
16	KIELBICKI, DEBRA M.	W10404 ISLAND LAKE LANE	GRESHAM	WI	54128
17	KISSNER, MEAGAN V.	426 S. WEBSTER AVENUE, APT. 3	GREEN BAY	WI	54301
18	LAES, JULIA A.	516 BAIRD CREEK ROAD, #18	GREEN BAY	WI	54311
19	LAMBERT, BOBBIE M.	1334 SCHEURING ROAD, APT. 2	DE PERE	WI	54115
20	LANE, TRAVIS S.	850 LIEBMAN COURT, #7	GREEN BAY	WI	54302
21	LISON, TONY W.	1247 LAWE STREET	GREEN BAY	WI	54301
22	LORET, KAYLA J.	2994 SANDIA DRIVE	GREEN BAY	WI	54313
23	LUISIER, LORRAINE M.	506 FOURTEENTH AVENUE	GREEN BAY	WI	54303
24	MALONEY, SHANDA M.	1991 SWAN ROAD, #912	DE PERE	WI	54115
25	MARTINEZ, ZETA M.	801 NEVILLE AVENUE	GREEN BAY	WI	54303
26	MCNITT, BARBARA J.	1242 PERSHING ROAD, #70	DE PERE	WI	54115
27	MILLER, LORRAINE E.	2106 CRARY STREET	GREEN BAY	WI	54304
28	MLEZIVA, LISA M.	2941 THUNDERBYRD TRAIL	GREEN BAY	WI	54313
29	MUELLER, DOUG L.	315 HARVARD STREET	GREEN BAY	WI	54303
30	NICKLAS, PEGGY S.	3182 WISCONSIN STREET	DE PERE	WI	54115
31	PAUDEL, DHARANI	5109 N. APPLEBEND	APPLETON	WI	54913
32	POLEY, MICHAEL A.	220 FORT HOWARD AVENUE	DE PERE	WI	54115
33	PROPER, STACIE E.	2106 VERLIN ROAD, #4	GREEN BAY	WI	54311
34	RAASCH, LILA K.	2686 TROJAN DRIVE, #E12	GREEN BAY	WI	54304
35	ROBINSON, CLAUDE J.	1437 S. CHESTNUT AVENUE	GREEN BAY	WI	54304
36	SCHMIDT, ALISON L.	407 MAIN AVENUE, #1	DE PERE	WI	54115
37	SECREST, ROBERT W.	1026 S. ERIE STREET, APT. 7	DE PERE	WI	54115
38	SLEIK, LISA K.	1107 S. SEVENTH STREET	DE PERE	WI	54115
39	STROOBANTS, JULIE A.	1326 CHICAGO STREET	DE PERE	WI	54115
40	TORRES, CRYSTAL M.	1947 MINTEN WAY	DE PERE	WI	54115
41	VANDEHEI, AMY JO	601 GREENBELL STREET	GREEN BAY	WI	54301
42	VANDEKREEKE, KEN	1118 SCHAUER LANE	GREEN BAY	WI	54304
43	WOOD, WAYNE A.	2283 LAWRENCE DRIVE	DE PERE	WI	54115
44	WORACHEK, ELIZABETH A.	387 VANDEHEI ROAD	GREEN BAY	WI	54301