

COMMON COUNCIL MEETING NOTICE

Pursuant to Wisconsin Statutes §19.84, notice is hereby given to the public and news media that a regular meeting of the Common Council of the City of De Pere will be held on April 4, 2012 at 7:30 p.m. in the City Hall Council Chambers, Second Floor of De Pere City Hall, 335 South Broadway Street, De Pere, WI 54115.

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

AGENDA FOR SAID MEETING:

1. Roll call.
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the March 20, 2012 regular meeting and March 26, 2012 special meeting of the Common Council.
4. Public Hearing on a rezoning request for Parcel WD-L183-5, located at the end of Whistler and Bridge Port Courts, from Single Family Residential (R-1) to Single Family Residential (R-1), Single/Two Family Residence (R-2) and General Residential (R-3) with Plan Development District (PDD) overlay is scheduled for 7:35 p.m. or soon after.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. After the hearing is held, Ordinance #12-08, is presented for consideration.
5. Public comment upon matters not on agenda or other announcements.
6. Recommendation from Board of Park Commissioners to approve:
 - A. Additional \$2,500 from Ice Arena Fund to support exterior door replacement.
 - B. Donation from De Pere Baseball for scoreboard purchase and installation at Southwest Park.
7. Recommendation from the Plan Commission to approve:
 - A. Extraterritorial plat for Orion's Run in the Town of Lawrence.
8. Recommendation from the License Committee to approve:
 - A. "Class A" Liquor License for The Day Spa Ltd. at 600 North Tenth Street.
9. Resolution #12-26, Authorizing Department of Nursing Affiliation Agreement for Clinical Education with Silver Lake College.

10. Resolution #12-27, Introduction of Resolution #12- Regarding the Vacation of a Portion of a Public Thoroughfare (refer to public hearing).
11. Resolution #12-28, Authorizing the Negotiation of an Economic Development Loan with Stonehill Converting, LLC.
12. Resolution #12-29, Authorizing Creation of TID #9 and Related Activities.
13. Resolution #12-30, Authorizing Parish Facility Use Agreement with Our Lady of Lourdes Parish.
14. Consideration of citizen complaint to media regarding rescue squad service response to a traffic accident occurring on March 17, 2012.
15. City Sustainability Team report on activities.
16. Voucher approval.
17. Applications for Operator's Licenses.
18. Future agenda items.
19. Old business. At the March 26, 2012 special meeting of the Common Council, the following was approved:
 - A. Resolution #12-25 Authorizing Third Amendment to Agreement for Engineering Services between the City of De Pere and Graef-USA.
 - B. Change Order #4 for Riverwalk and Wildlife Viewing Pier.
20. Consideration of Special Event Permit applications with inadequate insurance coverage.

PLEASE TAKE NOTICE THAT, the Council may convene in closed session for the following purposes:

- 1) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session as permitted under Wis. Stats. §19.85(1)(e).
- 2) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved as permitted under Wis. Stats. §19.85(1)(g).

The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

21. Adjournment.

Lawrence M. Delo
City Administrator

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, April 3, 2012, so that arrangements can be made.

AGENDA SENT TO:

Mayor

Alderspersons

Department Heads

TV, Newspapers, & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Public Hearing:

TOM VAN DEHEI	BEST BUILT	3100 HOLMGREM WAY	GREEN BAY, WI 54304
ALFRED J LEWISON		1758 BRIDGE PORT LN	DE PERE WI 54115
BENJAMIN SEAQUIST & S			
SCHALL		2155 LAWRENCE DR	DE PERE WI 54115-8128
BRENDA L ZEITLER		1783 BRIDGE PORT LN	DE PERE WI 54115-8098
BRETT J JANSEN		1774 BRIDGE PORT LN	DE PERE WI 54115
CHRISTOPHER M & ERIN C			
DUFFY		2191 LAWRENCE DR	DE PERE WI 54115-8128
CHRISTOPHER M & L			
JONES		1798 LEMON LN	DE PERE WI 54115-8035
CORNELIS D & PAULA L			
BAVINCK		2171 LAWRENCE DR	DE PERE WI 54115-8128
		110 W INDIANWOOD	OCONTO FALLS WI 54154-
CRESTWOOD PROP LLC		LN	1234
DAVID N COLLINS		2168 LAWRENCE DR	DE PERE WI 54115-9420
DENNIS M & R COLLINS		1743 BRIDGE PORT LN	DE PERE WI 54115-8098
GERALD C & GLORIA P			
BIGELOW		1575 MESA DR	GREEN BAY WI 54313-9367
GREG A NISSEN		1791 BRIDGE PORT LN	DE PERE WI 54115-8098
JAMES M & BECKY L			
BURKEL		1785 GRANT ST #2	DE PERE WI 54115-7684
JERRY J & SHERI A			
GERONDALE		1842 LEMON LN	DE PERE WI 54115-9419
JULIE A GLOEDE PHELPS &		1751 BRIDGE PORT LN	DE PERE WI 54115
JUSTIN M & SARA M			
MONNETTE		1792 LEMON LN	DE PERE WI 54115
KEVIN L & SARAH J			
ANDERSON		1776 LEMON LN	DE PERE WI 54115-8035
KURT & MICHELLE CICHY		2138 LAWRENCE DR	DE PERE WI 54115-9420
KURT DITZMAN		1801 PAYTON CT	DE PERE WI 54115-7440
LISA J VAN GOMPEL		1756 LEMON LN	DE PERE WI 54115
MARK E FUERST		1750 BRIDGE PORT LN	DE PERE WI 54115-8032
NICHOLAS & A VAN			
LANEN		1784 LEMON LN	DE PERE WI 54115-8035
NICHOLAS R HOPF		2156 LAWRENCE DR	DE PERE WI 54115
PAUL D & KIM M		2179 LAWRENCE DR	DE PERE WI 54115

LEMBERGER		1799 BRIDGE PORT LN	DE PERE WI 54115
ROBERT & CM			
OLEYNICZAK		2163 LAWRENCE DR	DE PERE WI 54115-8128
RYAN P & DAWN M		1775 BRIDGE PORT LN	DE PERE WI 54115
WILLIAMS			
SCOTT D BITTERS		1768 LEMON LN	DE PERE WI 54115-8035
SERGIO LOPEZ & G		1800 PAYTON CT	DE PERE WI 54115-7440
GARCIA		1766 BRIDGE PORT LN	DE PERE WI 54115-8032
STUART W & RONDA			
BRINK		1748 LEMON LN	DE PERE WI 54115-8035
TIMOTHY H & JENNIFER L		3090 HOLMGREN WY	GREEN BAY WI 54304-5736
FUNK		1767 BRIDGE PORT LN	DE PERE WI 54115-8098
TODD A & ANN M		2406 South Alverno	
SEGERSTROM		Road	Manitowoc, WI 54220
V H C INC		2107 American Blvd.	De Pere, WI 54115
WESLEY S & KATHY M		1307 Lourdes Ave.	De Pere, WI 54115
TENNANT		135 Lorrie Way	De Pere, WI 54115
Brianna Neuser, Director	Silver Lake College		
	Stonehill Converting,		
	LLC		
Steve Peters			
Our Lady of Lourdes Parish			
Toni Etter			

**COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – MARCH 20, 2012**

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Tuesday, March 20, 2012.

Mayor Walsh called the meeting to order at 7:35 p.m. Roll call was taken and the following members were present: Alderpersons Kevin Bauer, Michael Donovan, Bob Heuvelmans, Larry Lueck Dan Robinson, Kathy VanVonderen & Bob Wilmet. Alderperson James Boyd was excused. The Council said the Pledge of Allegiance to the Flag.

Alderperson Donovan, seconded by Alderperson Wilmet, to approve the minutes of the March 6, 2012 meeting. Upon vote, the minutes were approved unanimously.

4. Public Comment or other Announcements. Mayor Walsh asked if there was anyone present who wished to speak during public comment. There was no one present who wished to speak and Mayor Walsh closed public comment. Alderperson Lueck recognized Firefighter Tom Nelson for being instrumental in getting a \$280,000 FEMA Grant.

RECOMMENDATION FROM THE BOARD OF PUBLIC WORKS

5A (a). Alderperson Lueck moved, seconded by Alderperson Wilmet, to approve reconstruction of Le Brun Road from East River Drive to Wiese Park. The City will participate in cost sharing if the Village of Allouez annex's the street right-of-way and as part of the street reconstruction a trail is constructed. An Intergovernmental Agreement will need to be approved both by the City and Village. Upon discussion and vote, motion carried unanimously.

5A (b). Alderperson Lueck moved, seconded by Alderperson Heuvelmans, to approve eliminating the construction of Le Brun Road from Mc Castlen Street to East River Drive. Instead, work with Village of Allouez to construct a trail. An Intergovernmental Agreement will need to be approved both by the City and Village. Upon discussion and vote, motion carried unanimously.

5A (c). Alderperson Wilmet moved, seconded by Alderperson Lueck, to approve installing sidewalk on the north side of Le Brun Road from Libal Street to Mc Castlen Street. Upon discussion and vote, motion carried unanimously.

5A (d). Alderperson Lueck moved, seconded by Alderperson Van Vonderen, to approve working with the Village of Allouez to apply for grant funding for installation of Pedestrian walkway/trails from Libal Street to East River Drive. Upon vote, motion carried unanimously.

5B. Alderperson Bauer moved, seconded by Alderperson Lueck, to approve awarding Equipment Project E12-01 Valve Maintenance Trailer to E. H. Wachs in the amount of \$29,250 plus \$1,850 for a GPS upgrade for a total of \$31,100. Upon roll call vote, motion carried unanimously.

5C. Alderperson Heuvelmans moved, seconded by Alderperson Lueck, to approve awarding the bid for Project 12-13 Crackfilling to American Pavement Solutions, Inc. in the amount of \$79,200. Upon roll call vote, motion carried unanimously.

5D. Alderperson Wilmet moved, seconded by Alderperson Bauer, to approve awarding the bid for Project 12-15 Televising to Northern Pipe Equipment, Inc. in the amount of \$33,856.26. Upon roll call vote, motion carried unanimously.

5E. Alderperson Lueck moved, seconded by Alderperson Robinson, to approve installation of City signage on US 41 as part of the DOT's US 41 project in the amount of \$15,000 with the City's cost

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totaling \$7,500. The sign will be shared with St. Norbert College so the cost will be split with St. Norbert College. Upon discussion and roll call vote, motion carried unanimously.

5F. Alderperson Heuvelmans moved, seconded by Alderperson Wilmet, to approve the Beautification Committee's request to install a planter island at the intersection of Jordan Road and Merrill Street as long as it does not impair the vision clearance area for traffic and there is no conflict with pedestrian crossings. Upon roll call vote, motion carried unanimously.

RECOMMENDATIONS FROM THE FINANCE/PERSONNEL COMMITTEE

6A. Alderperson Donovan moved, seconded by Alderperson Van Vonderen, to approve a Wellness Program for City employees with an estimated cost of \$1,200 to \$1,500 per year. Upon discussion and roll call vote, motion carried unanimously.

6B. Alderperson Van Vonderen moved, seconded by Alderperson Lueck, to approve the 2012 dental insurance renewal and premiums. Upon roll call vote, motion carried unanimously.

7. Ordinance 12-07 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations was presented. Alderperson Wilmet moved, seconded by Alderperson Robinson, to enact the ordinance. Upon discussion and vote, motion carried unanimously.

8A. Resolution 12-14 Authorizing Addendum to 1999 Cooperation Agreement Regarding the Imposition and Direction of Additional Room Tax Revenue was presented. Alderperson Lueck moved, seconded by Alderperson Donovan, to approve the resolution. Upon vote, motion carried unanimously.

8B. Ordinance 12-06 Pertaining to a 2% Increase in Room Tax was presented. Alderperson Lueck moved, seconded by Alderperson Heuvelmans, to enact the ordinance. Upon vote, motion carried unanimously.

8C. Resolution 12-15 Regarding Increasing the Room Tax by 2% to Support the Greater Green Bay Convention & Visitors Bureau, Inc. was presented. Alderperson Heuvelmans moved, seconded by Alderperson Lueck, to approve the resolution. Upon vote, motion carried unanimously.

9. Resolution 12-18 Authorizing the Negotiation of an Economic Development Loan with Metjet, Inc. was presented. Alderperson Van Vonderen moved, seconded by Alderperson Lueck, to approve the resolution. Upon discussion and roll call vote, motion carried unanimously.

10. Resolution 12-19 Approving Annual Report Under Municipal Separate Storm Sewer System (MS4) Permit and its Submission to the Department of Natural Resources (DNR) was presented. Alderperson Bauer moved, seconded by Alderperson Robinson, to approve the resolution. Upon vote, motion carried unanimously.

11. Resolution 12-20 Authorizing Sale of Surplus Property was presented. Alderperson Donovan moved, seconded by Alderperson Bauer, to approve the resolution. Upon vote, motion carried unanimously.

12. Resolution 12-21 Approving Agreements for Consulting Services Between the City of De Pere and Dixon Engineering, Inc. (T-Mobile USA Lease Installations) was presented. Alderperson Heuvelmans moved, seconded by Alderperson Robinson, to approve the resolution. Upon roll call vote, motion carried unanimously.

13. Resolution 12-22 Authorizing Purchase of Right-of-Way Easement from T & S Land Development, LLC (Part of Parcel WD-D0200-2) was presented. Alderperson Wilmet moved, seconded by Alderperson Lueck, to approve the resolution. Upon discussion and roll call vote, motion carried unanimously.

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14. Resolution 12-23 Authorizing Lease Agreement Between the City of De Pere and Brown County Ice Management, Inc. was presented. Alderperson Van Vonderen moved, seconded by Alderperson Donovan, to approve the resolution. Upon vote, motion carried unanimously.

15. Resolution 12-24 Authorizing Cost Share Agreement with Fox River Navigational System Authority for De Pere Lock Light Fixture Installation was presented. Alderperson Lueck moved, seconded by Alderperson Heuvelmans, to approve the resolution. Upon roll call vote, motion carried unanimously.

16. The Council considered alleged liquor law violations at the Honey Hole II Bar, 413 Main Ave., on December 18, 2011. Alderperson Wilmet indicated he asked for this to be on the Council Agenda for consideration and noted the Police Department recommendation was to have a hearing because it was a serious violation & the License Committee action was to send a warning letter. Mayor Walsh stated the Council needs to consider whether or not to schedule a hearing.

Alderperson Robinson moved, seconded by Alderperson Van Vonderen, to open the meeting. Upon vote, motion carried unanimously.

Gary Drew, 426 Aloysius Ct, stated he is true to his word & this won't happen again. He went through the prehearing process at the License Committee meeting & thought this was done. He asked for clarification on City Ordinance 10-1 for conducting a prehearing since he thought that turned over the authority from the Council to the License Committee. City Attorney Judy Schmidt-Lehman clarified the determination whether or not to schedule a hearing remains with the Council pursuant to Wis. Stats. § 125.

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

Alderperson Van Vonderen moved, seconded by Alderperson Heuvelmans, to deny the request to schedule a hearing. Upon discussion and vote, motion carried with 6 ayes and 1 nay. Alderperson Wilmet voted nay; all others voted aye.

17. Marty Kosobucki, Park, Recreation & Forestry Director, provided an update on the status of the De Pere Riverwalk construction. In general, the project is going well and is looking to be completed in May ahead of schedule. The groundbreaking was on Dec. 22. They will look at the rebidding process for Phase 2 on April 9th. The Fundraising Committee is working very diligently on different funding opportunities and is considering a large public relations event for June 30th. He offered a tour of the construction site for any donors and the Council. Discussion followed.

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

19. Applications for Operator's Licenses were presented:

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License for the 2010-2012 Licensing Period					
1	HILES, CATHERINE R.	1110 TERRY LN., #21	DE PERE	WI	54115
2	SCHEER, ARASUN L.	W4686 COUNTY ROAD BE	BONDUEL	WI	54107
Temporary Operator License for the 2010-2012 Licensing Period					
1	VAN DE HEI, THOMAS J.	1601 SAND ACRES DRIVE	DE PERE	WI	54115
Operator Licenses for the 2010-2012 Licensing Period					
1	BINSFELD, CRYSTAL L.	1912 QUINDALEE ROAD	DE PERE	WI	54115
2	BRETL, ERIC M.	324 JACQUE LANE	PORT WASHINGTON	WI	53074

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3	CONARD, TRINA L.	1979 SWAN ROAD #322	DE PERE	WI	54115
4	COX, CASEY J.	420 COLLEGE AVENUE #3	DE PERE	WI	54115
5	DIGNAN, MICHAEL P.	819 FOURTH STREET	DE PERE	WI	54115
6	HUEBNER, NORA G.	2812 VIKING DRIVE, APT 2B	GREEN BAY	WI	54304
7	JENSWOLD, MELINDA E.	822 CATHERINE STREET	GREEN BAY	WI	54301
8	KOHLWEY, JULIE E.	621 SHADY RIDGE COURT	GRAFTON	WI	53024
9	NIES, ABBIE L.	435 WILCOX COURT	DE PERE	WI	54115
10	STURDIVANT, JENNIFER M.	418 SCOTT DRIVE	GREEN BAY	WI	54303
11	TECHMEIER, RYAN M.	1663 SILHOUETTE LANE	DE PERE	WI	54115
12	VAN DYKE, STEVEN G.	2510 BEECHWOOD COURT	APPLETON	WI	54911
13	WHITE, JOHN J.	675 SUNSET CIRCLE	GREEN BAY	WI	54301

Alderson Wilmet moved, seconded by Alderson Bauer, to deny Previously Tabled Operator License Application #1 listed and table Previously Tabled Operator License Application #2 listed above. Upon vote, motion carried unanimously.

Alderson Wilmet moved, seconded by Alderson Bauer, to approve Temporary Operator License Application #1 listed above. Upon vote, motion carried unanimously.

Alderson Wilmet moved, seconded by Alderson Bauer, to approve tabling Operator License #7 and approve Operator License Applications #1-6 & 8-13 listed above. Upon vote, motion carried unanimously.

Item 20. Future Agenda Items. Alderson Heuvelmans requested items that are acted upon following a closed session be brought to the public's attention at the next meeting.

Upon motion by Alderson Bauer, seconded by Alderson Robinson, the Common Council adjourned at 8:38 p.m.

Respectfully submitted,

Charlene M. Peterson
Clerk-Treasurer

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**COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – MARCH 26, 2012**

The Common Council of the City of De Pere, Wisconsin, met in Special Session at the Council Chambers in City Hall on Monday, March 26, 2012.

Mayor Walsh called the meeting to order at 4:00 p.m. Roll call was taken and the following members were present: Alderpersons Kevin Bauer, Michael Donovan, Bob Heuvelmans, Larry Lueck, Dan Robinson, Kathy VanVonderen & Bob Wilmet. Excused: Alderperson James Boyd.

2. Resolution 12-25 Authorizing Third Amendment to Agreement for Engineering Services Between the City of De Pere and Graef-USA, Inc. was presented. Alderperson Robinson moved, seconded by Alderperson Bauer, to approve the resolution. Upon discussion and roll call vote, motion was approved with 6 ayes and 1 nay. Alderperson Wilmet voted nay; all others voted aye.

3. Consider authorization of Change Order #4 on the Riverwalk and Wildlife Viewing Pier. Alderperson Bauer moved, seconded by Alderperson Lueck, to approve the authorization. Upon discussion and roll call vote, motion was approved with 6 ayes and 1 nay. Alderperson Wilmet voted nay; all others voted aye.

Upon motion by Alderperson Bauer, seconded by Alderperson Robinson, the Common Council adjourned at 4:38 p.m.

Respectfully submitted,

Vicki L. Scray
Deputy Clerk

ORDINANCE #12-08

REZONING CERTAIN PROPERTY
(PARCEL WD-L183-5)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification for the property described below and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer, having published a Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 4th day of April, 2012 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

NOW, THEREFORE, the Common Council of the City of De Pere, Wisconsin, do ordain as follows:

Section 1. That the following described property:

Part of Government Lots 1 & 2 Section 6 T22N R20E & part of Lot 110
Williams Grant described in 1787776 except Southbridge Estates and
except road.

Parcel WD-L183-5 (Southbridge Road)

be and the same are hereby rezoned from their present zoning classification of R-1, Single Family Residence District to R-1, Single Family Residence District, R-2, Single/Two Family Residence District and R-3, General with Plan Development District (PDD) Overlay as set forth in and regulated by the provisions of §14-59 of the De Pere Zoning Code, conditioned upon compliance with the recommendations of the Plan Commission as set forth in Section 2 herein, and compliance with the provisions of Chapter 14, De Pere Municipal Code.

Section 2. Such rezoning is approved provided the following conditions of the Plan

Commission are met:

1. Precise Implementation Plan must be submitted to and approved by Plan Commission.
2. A plat must be submitted with the Precise Implementation Plan.
3. Meet all other state and local regulations.

Section 3. That the Clerk-Treasurer is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 4. That all other ordinances in conflict herewith are hereby repealed.

Section 5. That this ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of April, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Charlene M. Peterson Clerk-Treasurer

Ayes: _____

Nays: _____

Publish: March 8 and March 15, 2012 in the De Pere Journal (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Wednesday, April 4, 2012** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on the rezone request for the following property:

Rezone end of Whistler and Bridge Port Courts: Parcel WD-L183-5 from R-1 (Single Family Residence District) to R-1 (Single Family Residence District), R-2 (Single/Two Family Residence District, and R-3 (General with Plan Development District (PDD) Overlay) for 5 single family lots, 3 duplex lots & a single multi-family development. Petitioner: VHC, Inc. by Agent: Best Built, Inc. – Tom Van De Hei.

A map of the proposed rezoning is available through the City of De Pere Planning Department at 335 S. Broadway St., De Pere, WI 54115.

Dated this 29th day of February, 2012.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Charlene M. Peterson
City Clerk-Treasurer

Item #3: Review the rezoning request for WD-L183-5, located at the end of Whistler and Bridge Port Courts, from Single Family Residential (R-1) to Single Family Residential (R-1) and General Residential (R-3) with Plan Development District (PDD) overlay.
Applicant: Tom Van DeHei.

Owner is requesting a rezoning to allow for a single family and multi-family development. The proposed project would have 4 single family lots and a single multi-family development that would have three 8 unit buildings and two 16 unit buildings (a total of 56 units). The density is 4,179 square feet per unit and the code requires a minimum of 3,500 square feet per unit under the R-3 zoning classification.

PLEASE NOTE: The proposal last month had 3 single family lots with 72 units (or 3,800 square feet per unit).

Description

Rezone: Single Family Residential (R-1) to Single Family Residential (R-1) and General Residential (R-3) with Plan Development District (PDD) overlay.
Location: End of Whistler and Bridge Port Courts.

Zoning

Existing Zoning: The R-1 Single Family Residence District is designed to accommodate single family homes and compatible uses that are characteristic of low density residential neighborhoods.

Proposed Zoning: The purpose of the Planned Development District and regulations applicable thereto is to promote the maximum benefit from coordinated area site planning.

Adjacent Zoning: R-1 to the north, R-1 to the west, R-1 and PDD (R-3) to the south, and C-EO and PDD (R-3) to the east.

Land Use

Use of Adjacent Property: Uses are all consistent with the zoning.

Suitability to Existing Zoning: Given the location of the future proposed southern bypass, it is difficult to see this entire site be developed as single family.

Suitability to Proposed Zoning: The proposed zoning allows for a buffer from the existing single family residential and would be compatible with development in the area.

Effects of Proposed Rezoning

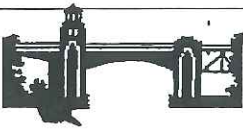
Densities:	Increase	Utilities:	No change	Police and Fire:	Increase
Traffic:	Increase	Pedestrian:	Increase	Parking:	No change
Highway Access:	No change	Garbage:	Decrease	Property Value:	Increase
Pollution:	No change	Schools:	Increase		

Overview	Owner is requesting a rezoning to allow for a single family and multi-family development. The proposed project would have 4 single family lots and a single multi-family development that would have three 8 unit buildings and two 16 unit buildings (a total of 56 units). The density is 4,179 square feet per unit and the code requires a minimum of 3,500 square feet per unit under the R-3 zoning classification.	
Public Works	Does the project meet the City Stormwater regulations?	☐ Yes ☐ No ☒ NA
	Sewer properly connected?	☐ Yes ☐ No ☒ NA
	Water properly connected?	☐ Yes ☐ No ☒ NA
	Access properly designed (driveway and sidewalks)?	☐ Yes ☐ No ☒ NA
Public	Are there any issues with easements or right-of-ways?	☐ Yes ☒ No ☐ NA
	Are there other items that need to be addressed?	☐ Yes ☐ No ☒ NA
	Required Actions: 1. Based on the General Development Plan, Public Works did not have any specific concerns at this time.	
Forestry & Parks	Does the project meet the City Landscaping Regulations?	☐ Yes ☐ No ☒ NA
	Required Actions: 1. A conceptual plan has been submitted; however full plans will need to be submitted with the Precise Implementation Plan.	
Fire	Does the project meet City Fire Codes?	☐ Yes ☐ No ☒ NA
	Required Actions: 1. No review at this time.	
Planning & Building Inspection	Does the project meet the design regulations (exterior building elevations/materials)?	☒ Yes ☐ No ☐ NA
	Does the project meet the City setback requirements?	☒ Yes ☐ No ☐ NA
	Does the project meet the City parking requirements?	☒ Yes ☐ No ☐ NA
	Does the project meet the City lighting requirements?	☐ Yes ☐ No ☒ NA
	Is the refuse properly sited and screened?	☐ Yes ☐ No ☒ NA
	Does the signage meet the City code?	☐ Yes ☐ No ☒ NA
	Are there other items that need to be addressed?	☐ Yes ☐ No ☒ NA
	Required Actions: 1. The general development plan meets the City requirements. Once the Precise Implementation Plan is submitted a full review will be completed. 2. Note that the dumpster locations are not shown and the sidewalks will need to be extended around the site. 3. A plat or CSM will be required.	

Recommendation:

Planning and Zoning staff have reviewed the proposed rezoning. Staff would support the rezoning and the General Development Plan with the following conditions:

1. A Precise Implementation Plan shall be submitted if the Council approves the rezoning request.
2. A plat or CSM shall be submitted with the Precise Implementation Plan.
3. Meeting all other state and local regulations.
4. The recommendation is forwarded to the City Council for action.



CITY OF DE PERE

APPLICATION FOR REZONING

Fee: \$ 245.00

Receipt #: ~~68682~~ 68682

Date: 12-7-11

Please print or type using black ink for duplicating purposes.

A. Property Owner: Name: VHC Inc

Mailing Address: 3090 Holmgren Way

Phone: 920-336-7278

Signature: [Signature] Date: 12-7-11

I hereby appoint the following as my agent for purposes of this application:

Agent:

Name: Best Dan It Inc Tom Van De Hoo

Mailing Address: 3100 Holmgren Way

Phone: 920-337-6488

Signature: [Signature] Date: 1-7-11

B. Property Information

Address/Location of Property: East of Whisler Bridge Pond Parcel #: WD-L183-5

Parcel Dimension: — Parcel Area: 8.2 ac

Legal Description: Part of Gov't Lots 1 & 2 Section 6 T22N R2E &
Part of Lot 110 Williams Grant Desc.

C. Rezoning Application

Existing Zoning: R1 - Single Family Residential

Proposed Zoning: R-1 & R-3 (Single & Multi Family) with PDD Overlay

Adjacent Zoning: North: R-1 South: R-2 & R-3

East: C-EO-2 West: ~~R-1~~ R-1

Zoning Classification Within General Area:

Continued on next page

Land Use:

Present Use of Parcel:

VACANT

Proposed Use of Parcel:

3 Single family lots & 1 Multi-Family development

w/ 9 buildings

Present Use of Adjacent Properties:

R-1 and R-3

SIGNED AUTHORIZATION:

I, Craig Kassner, being the owner of the above-described property do hereby authorize the City of De Pere to install and place a temporary "Zoning Notice" sign upon said property in a location which will give a reasonable notice to the public that said property is being considered for such change by the Common Council.

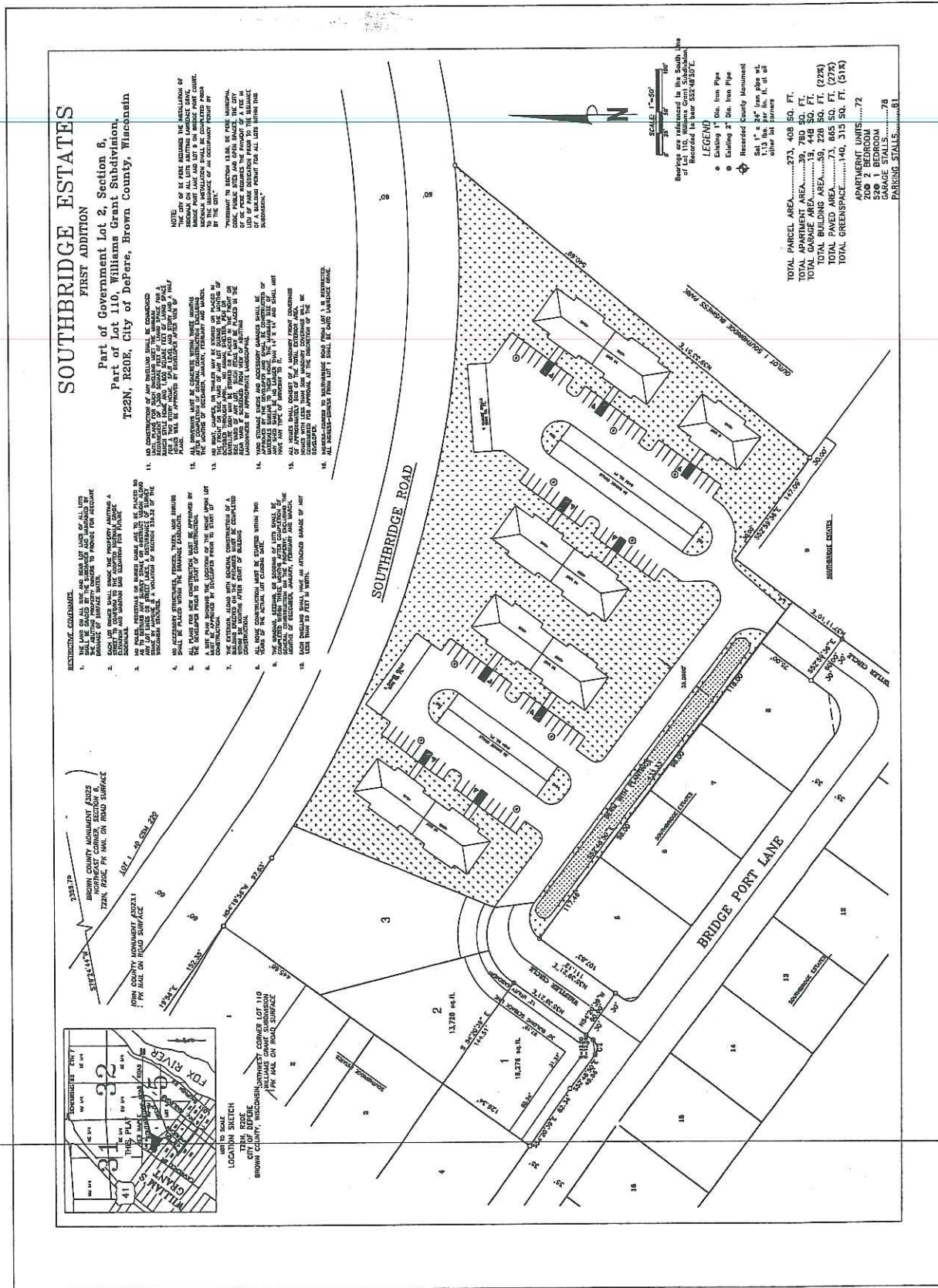
Signature

Date

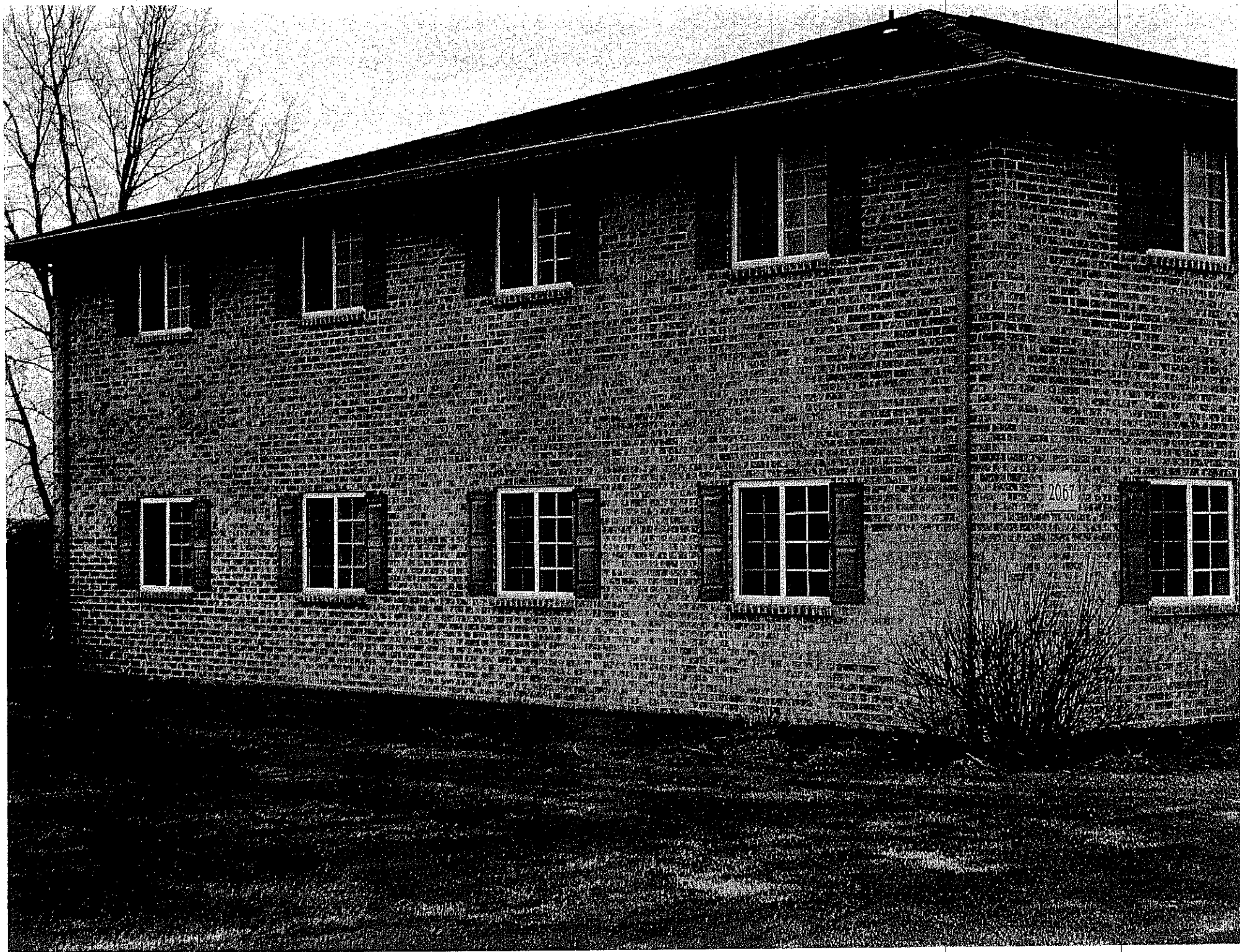
12-7-11

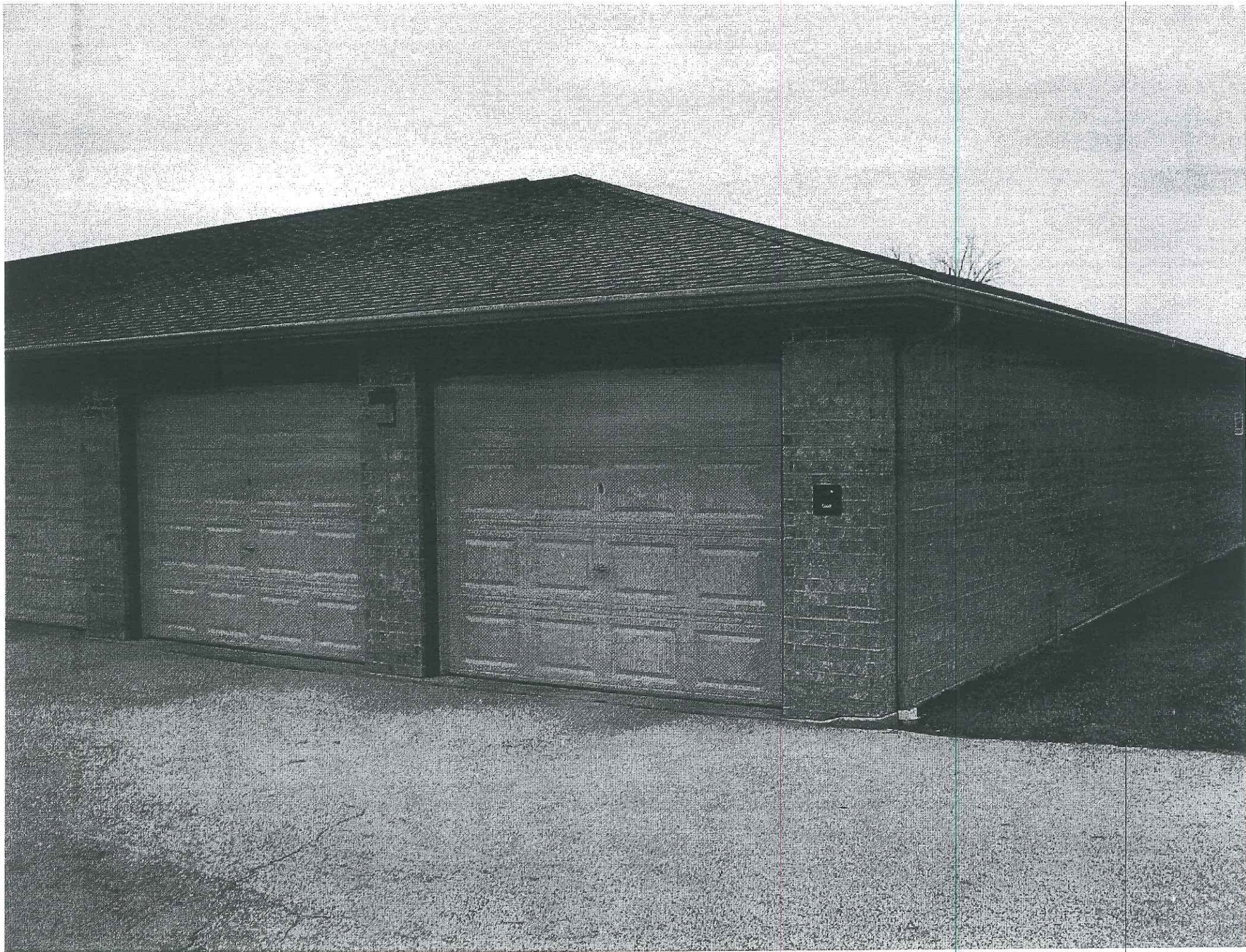
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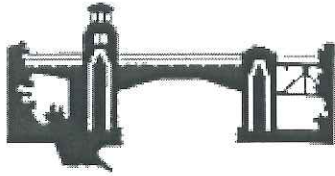
SHEET: C-02











Memorandum

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

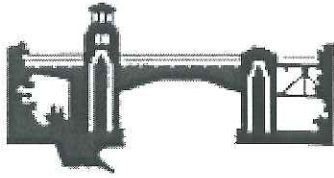
From: Marty J. Kosobucki,
Director of Parks, Recreation and Forestry

Re: Approval of additional funds from Ice Arena Fund to support replacement of doors.

Date: March 29, 2012

At the regular Board of Park Commissioners Meeting of March 15, 2012, the Board recommended approval of an additional \$2500 withdrawn from the Ice Arena Fund to support painting and replacement of doors at the De Pere Ice Arena.

Thank you



Memorandum

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

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

Re: Approval to Accept donation from De Pere Baseball to fund the purchase
and installation of a scoreboard for Southwest Park.

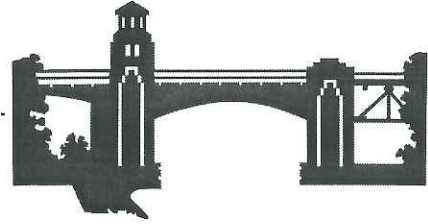
Date: March 29, 2012

At the regular Board of Park Commissioners Meeting of March 15, 2012, the Board recommended approval of the following donation from De Pere Baseball. The donation of \$6,000 will be used to purchase and install the scoreboard at Southwest Park.

Thank you

CITY OF DE PERE

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



To: City Council Members

From: Ken Pabich, Director of Planning and Economic Development

RE: Recommendations from Plan Commission

At the March 26, 2012 meeting, the Plan Commission recommended the following:

-
1. Extra-territorial Final Plat for Orion's Run in the Town of Lawrence.

Plan Commission recommended approval requiring the plat to meet all state and local regulations.

Orion's Run

Part of Lots 94, 95 and 96 of the "Williams Grant Subdivision", located in the Town of Lawrence, Brown County, Wisconsin.



North is referenced to the West line of Lot 95 and 96 of "Williams Grant Subdivision", recorded to bear N33°42'01"E from Brown County coordinate system.

72	97	128
73	96	129
74	95	130
75	94	131
76	93	132

SITE MAP
WILLIAMS GRANT SUBDIVISION
TOWN OF LAWRENCE
BROWN COUNTY
WISCONSIN

Mach IV

Engineering & Surveying LLC

211 N. Broadway, Suite 114, Green Bay, WI
715-920-569-5765 Fax: 920-569-5767

CCLW LLC.

ORION'S RUN

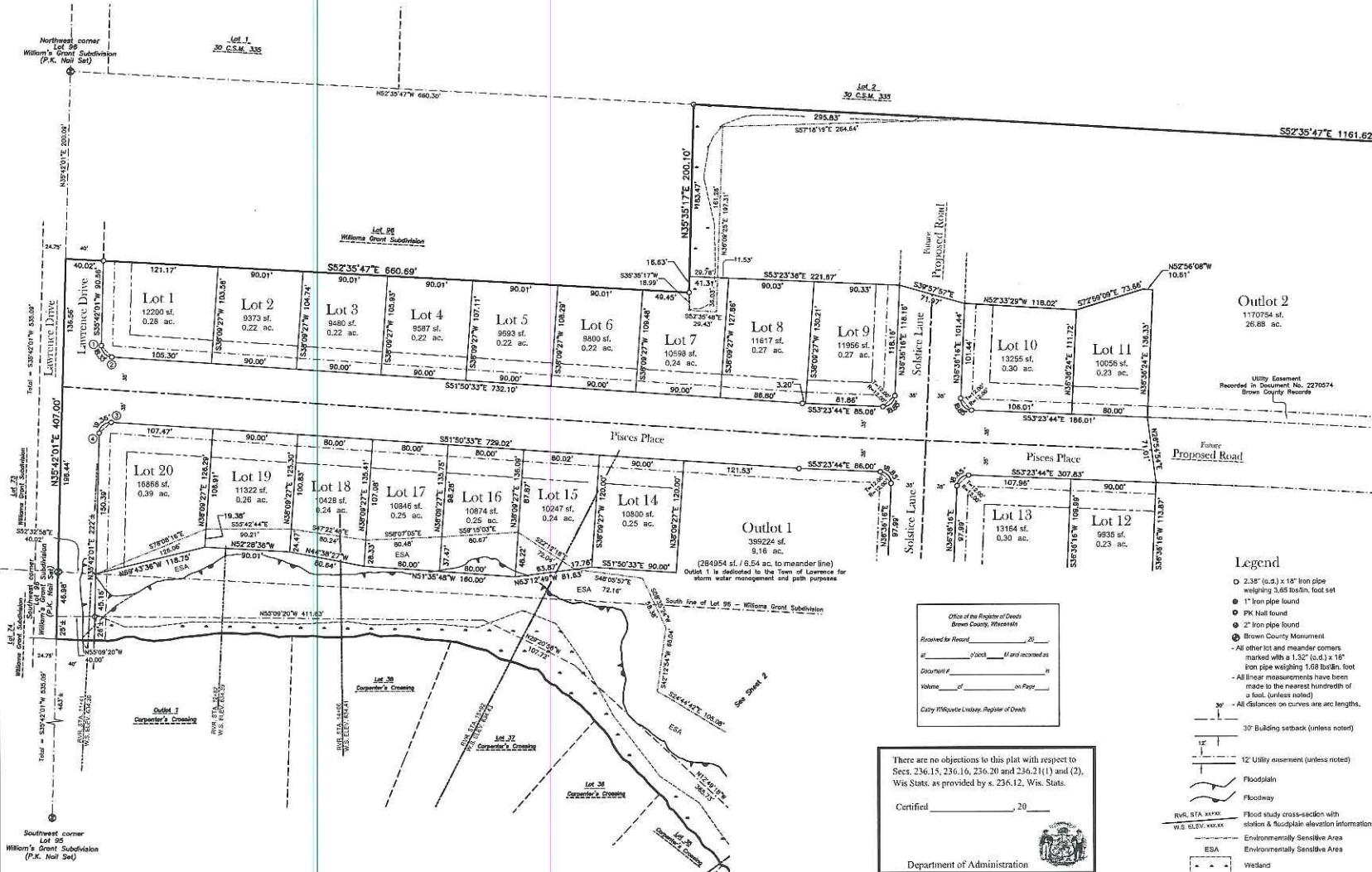
FINAL PLAT

Tax Parcel Number: part of L-477 & L-479

REVISION DESCRIPTION

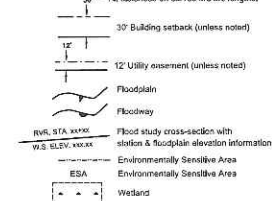
NO.

DATE: MARCH 2, 2011
DRAFTED BY: BJL
CHECKED BY: ASC
PROJECT# 0023-04-11
SCALE: 1" = 60'
SHEET NUMBER
1 OF 4
DRAWING NUMBER
504



Legend

- 2.38" (0.21) x 18" iron pipe weighing 3.85 lbs/lin. foot set
- 1" iron pipe found
- PK Nail found
- 2" iron pipe found
- Brown County Monument
- All other lot and meander corners marked with a 1.52" (0.21) x 18" iron pipe weighing 1.68 lbs/lin. foot
- All linear measurements have been made to the nearest hundredth of a foot, (unless noted)
- All distances on curves are arc lengths.



Office of the Register of Deeds
Brown County, Wisconsin

Recorded for Record _____ 20____

at _____ o'clock _____ M and recorded as _____

Document # _____

Volume _____ of _____ Page _____

Cathy Winkler-Lindsey, Register of Deeds

There are no objections to this plat with respect to Sects. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis Stats.

Certified _____, 20____

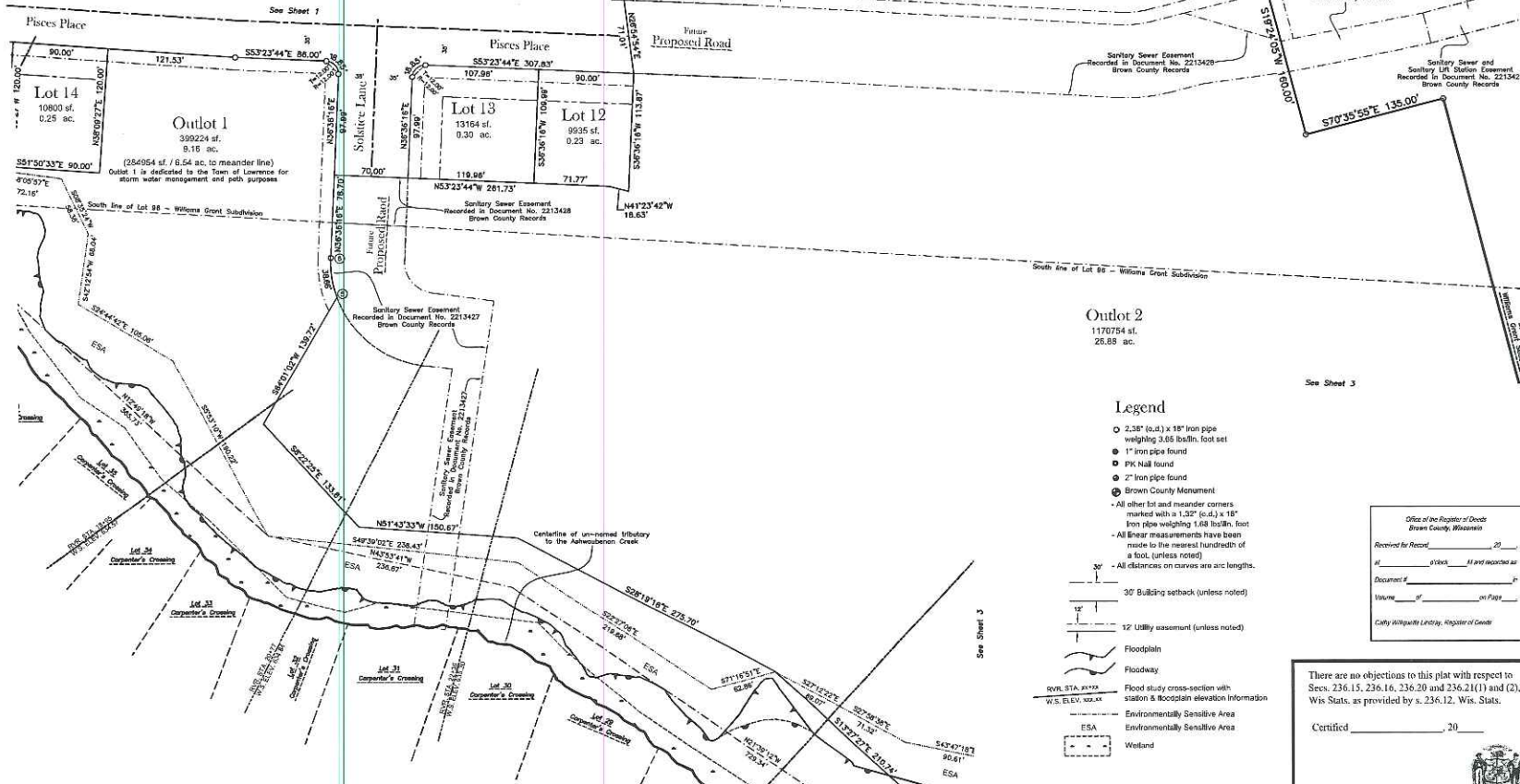
Department of Administration

Orion's Run

Part of Lots 94, 95 and 96 of the "Williams Grant Subdivision", located in the Town of Lawrence, Brown County, Wisconsin.



North is referenced to the West line of Lot 95 and 96 of "Williams Grant Subdivision", recorded to bear N25°42'01"E from Brown County coordinate system.



Outlet 2
1170754 sf.
26.88 ac.

Legend

- 2.38" (0.41) x 18" iron pipe weighing 3.68 lbs/lin. foot set
- 1" iron pipe found
- PK Nail found
- 2" iron pipe found
- Brown County Monument
- All other lot and meander corners marked with a 1.52" (0.41) x 18" iron pipe weighing 1.68 lbs/lin. foot
- All linear measurements have been made to the nearest hundredth of a foot, (unless noted)
- All distances on curves are arc lengths.

- 30' Building setback (unless noted)
- 12' Utility easement (unless noted)
- Floodplain
- Floodway
- Flood study cross-section with station & floodplain elevation information
- Environmentally Sensitive Area
- Wetland

Office of the Register of Deeds
Brown County, Wisconsin

Received for Record: 20
at _____ givings, all and recorded as
Document # _____
Volume # _____ on Page _____

Cathy Wipplaw Landry, Register of Deeds

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats, as provided by s. 236.12, Wis. Stats.

Certified _____, 20

Department of Administration



Mach IV

Engineering & Surveying LLC

211 N. Broadway, Suite 114, Green Bay, WI
PH: 920-569-3765 Fax: 920-569-3767

CCIW LLC.

ORION'S RUN

FINAL PLAT

Tax Parcel Number: part of L-477 & L-479

REVISION DESCRIPTION

NO.

DATE: MARCH 2, 2011

DRAFTED BY: BJL

CHECKED BY: ASC

PROJECT# 0023-04-11

SCALE: 1" = 60'

SHEET NUMBER

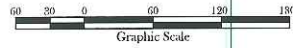
2 OF 4

DRAWING NUMBER

504

Orion's Run

Part of Lots 94, 95 and 96 of the "Williams Grant Subdivision", located in the Town of Lawrence, Brown County, Wisconsin.



See Sheet 2

Outlot 2
1170754 sf.
26.88 ac.

North is referenced to the West line of Lot 95 and 96 of "Williams Grant Subdivision", recorded to bear N30°42'01"E from Brown County coordinate system.

Legend

- 2.38" (0.61 x 18") iron pipe weighing 3.55 lbs/lin. foot set
- 1" iron pipe found
- PK Nail found
- 2" iron pipe found
- Brown County Monument
- All other lot and meander corners marked with a 1.32" (0.61 x 18") iron pipe weighing 1.89 lbs/lin. foot
- All linear measurements have been made to the nearest hundredth of a foot, (unless noted)
- All distances on curves are arc lengths.

30' Building setback (unless noted)

12' Utility easement (unless noted)

Floodplain

Floodway

Flood study cross-section with station & floodplain elevations information

Environmentally Sensitive Area

Environmentally Sensitive Area

Wetland

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



Office of the Register of Deeds

Brown County, Wisconsin

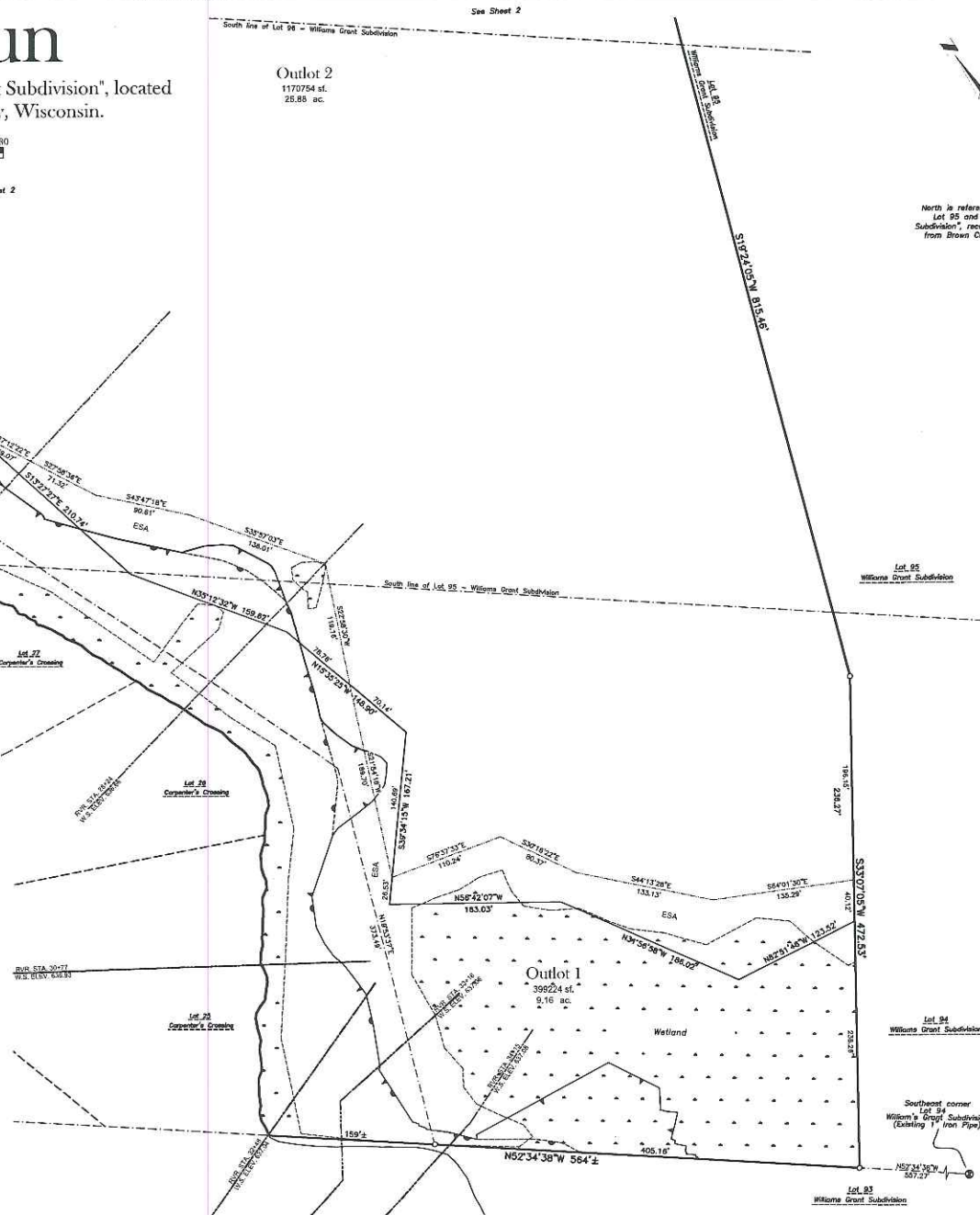
Received for Record _____

at _____ o'clock _____ M and recorded at _____

Document # _____ of _____

Volume _____ of _____ on Page _____

Cathy Wilkings-Lindquist, Register of Deeds



Mach IV

Engineering & Surveying LLC

211 N. Broadway, Suite 114, Green Bay, WI
PH: 920-569-5765 Fax: 920-569-5767

CCLW LLC.

ORION'S RUN

FINAL PLAT

Tax Parcel Number: part of L-477 & L-479

DATE: MARCH 2, 2011

DRAFTED BY: BJL

CHECKED BY: ASC

PROJECT# 0023-04-11

SCALE: 1" = 60'

SHEET NUMBER

3 OF 4

DRAWING NUMBER

504

Orion's Run

Part of Lots 94, 95 and 96 of the "Williams Grant Subdivision", located
in the Town of Lawrence, Brown County, Wisconsin.

Certificate for the Town of Lawrence
Approved for the Town of Lawrence this ____ day of ____, 20__.

Robert Bartel
Town Administrator

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

Ken Pabich
Director of Planning

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

Peter Schlein
Senior Planner

Treasurer's Certificate

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

Jennifer Messerschmidt Date
Town of Lawrence Treasurer

Kerry M. Blaney Date
Brown County Treasurer

Surveyor's Certificate

I, Andrew S. Cleveland, Registered Land Surveyor, hereby certify:

That in full compliance with the provisions of Chapter 236, Wisconsin Statutes, and the subdivision regulations of the Town of Lawrence, the City of DePere and the Brown County Planning Commission and under the direction of the owners listed herein, I have surveyed, divided and mapped "Orion's Run", and that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed and is part of Lots 95 and 96 of the "Williams Grant Subdivision", located in the Town of Lawrence, Brown County, Wisconsin, more fully described as follows.

Beginning at the Southwest corner of Lot 96 of said "Williams Grant Subdivision"; thence N25°42'01"E, 335.00 feet along the West line of said Lot 96; thence S52°35'47"E, 660.69 feet; thence N35°35'17"E, 200.10 feet to the North line of said Lot 96; thence S62°35'47"E, 1161.62 feet along said North line; thence S19°24'05"W, 217.00 feet; thence N70°35'53"W, 135.00 feet; thence S19°24'05"W, 160.00 feet; thence S70°35'55"E, 135.00 feet; thence S19°24'05"W, 815.46 feet; thence S33°07'05"W, 472.53 feet to the South line of Lot 94 of said "Williams Grant Subdivision"; thence N52°34'38"W, 405.16 feet along said South line to a point being S52°34'38"E, 159 feet more or less from the centerline of an unnamed tributary to the Ashwaubenon Creek and the start of a meander line; thence N19°33'37"E, 373.49 feet along said meander line; thence N21°38'12"W, 728.34 feet along said meander line; thence N43°53'41"W, 236.67 feet along said meander line; thence N12°49'18"W, 365.73 feet along said meander line; thence N29°20'56"W, 107.72 feet along said meander line; thence N55°09'20"W, 451.83 feet along said meander line to the West line of said Lot 95 of "Williams Grant Subdivision" and being N55°42'01"E, 25 feet more or less from the centerline of an unnamed tributary to the Ashwaubenon Creek and the termination of said meander line; thence N35°42'01"E, 46.88 feet along said West line to the point of beginning, including lands lying between the meander line and the ordinary high water mark of an unnamed tributary to the Ashwaubenon Creek.

Said parcel contains 1,902,731 sq. ft., 143.68 acres of land more or less to the ordinary high water mark of an unnamed tributary to the Ashwaubenon Creek and 1,787,447 sq. ft., 141.03 acres of land more or less to the meander line.

Subject to all easements and restrictions of record.

Road dedication contains 110,640 sq. ft., 12.54 acres of land more or less.

Andrew S. Cleveland
Date: March 2, 2012

S-2787

Notes

- All roads within the plat boundary are dedicated to the public.
- Outlot 1 is dedicated to the Town of Lawrence for stormwater management and trail purposes.
- Sideyard setback is 10 feet for all lots.
- Rearyard setback is 25 feet for lots not included within an ESA.
- Sideyard and rearyard setbacks for corner lots 9, 10, and 13 to be determined by access point on lot.
- Lots 1-9 have a 25' front yard setback.
- Wetland delineated by Mach IV Engineering and Surveying LLC., dated October 11, 2011. Wetland delineation concurrence letter from WDNR dated December 5, 2011.
- The property owner, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Department of Natural Resources, "Wisconsin Construction Site Best Management Practice Handbook" to prevent soil erosion. However, if the Town of Lawrence, at the time of construction, has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any construction or installation related activities associated with streets and utilities.
- Flood Plain mapping based on a Letter of Map Revision (LOMR) dated February 27, 2012. Reference Community Name Brown County, Community Number 550020, Panel Number 244 and Suffix F. The effective date is July 13, 2012.

Owner's Certificate (Document Number 2537379)

CCLW LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that we caused the land described on ORION'S RUN to be surveyed, divided, mapped and dedicated as represented herein. CCLW LLC also certifies that this Plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

TOWN OF LAWRENCE
CITY OF DEPERE
BROWN COUNTY PLANNING COMMISSION
DEPT. OF ADMINISTRATION

In Witness Whereof, the said CCLW LLC has caused these presents to be signed by Patricia A. Kaster and Dennis P. Layden, its managers, on this ____ day of ____, 20__.

LAND CONTRACT VENDOR (Document Number 2537379)

Patricia A. Kaster
Manager - CCLW LLC

Dennis P. Layden
Manager - CCLW LLC

Personally came before me this ____ day of ____, 20__, the above named managers of said Limited Liability Company and acknowledged that he executed the foregoing instrument as such managers as the deed of said Limited Liability Company, by its authority.

Notary Public My Commission Expires ____
Brown County, Wisconsin

STATE OF WISCONSIN }
COUNTY OF BROWN } SS

LAND CONTRACT VENDOR (Document Number 2537379)

James L. Van Gheem Ida M. Van Gheem

Personally came before me this ____ day of ____, 20__, the above named managers of said Limited Liability Company and acknowledged that he executed the foregoing instrument as such managers as the deed of said Limited Liability Company, by its authority.

Notary Public My Commission Expires ____
Brown County, Wisconsin

STATE OF WISCONSIN }
COUNTY OF BROWN } SS

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 or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

3) Lots 14-20, and Outlots 1 and 2 contain Environmentally Sensitive Area (ESA) as defined in the 2003 Brown County Sewage Plan. The ESA includes the Floodway and all lands within 35' of the Floodway or 75 feet beyond the ordinary high water mark, whichever is greater. Development and land disturbing activities are restricted within the ESA, unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.

Grant of Easement

There is hereby granted jointly to the Town of Lawrence, Wisconsin, a municipal corporation, Wisconsin Public Service Corporation, and the Wisconsin Telephone Company, both public utilities, and their successors and assigns, a perpetual right of way over and across an easement in all lands designated herein as "Utilities Easements" for the purpose of constructing, installing, and maintenance of the water distribution system, sanitary and storm sewers, drainage swales, gas and electric distribution systems, telephone systems, and cable television systems. No habitable structures or accessory buildings shall be constructed within or upon said easements. All grades, either constructed or established within said easements, shall not be disturbed or altered. This easement is perpetual.

Office of the Registrar of Deeds
Brown County, Wisconsin

Received for Record _____ of _____
at _____, Wisconsin, on _____
Document # _____ of _____
Volume _____ of _____
County _____, Wisconsin, Register of Deeds

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration

Curve	Arc	Radius	Chord	Chord Bearing	Central Angle	Tangent Bearing
1-2	16.33	12.00	16.80	S89°14'11"E	67°32'35"	
3-4	16.36	12.00	17.23	S81°55'12"W	22°27'27"	
4-5	38.68	100.00	38.42	N29°31'44"E	22°09'04"	

Mach IV

Engineering & Surveying LLC

211 N. Broadway, Suite 114, Green Bay, WI
PH: 920-569-5765 Fax: 920-569-5767

ORION'S RUN

FINAL PLAT

Tax Parcel Number: part of L-477 & L-479

REVISION DESCRIPTION

NO.

DATE: MARCH 2, 2012

DRAFTED BY: BJL

CHECKED BY: ASC

PROJECT# 0023-04-11

SCALE:

SHEET NUMBER

4 OF 4

DRAWING NUMBER

504

LICENSE COMMITTEE RECOMMENDATION

April 4, 2012
De Pere, Wisconsin

Recommendation to the Honorable Mayor and Members of the Common Council as approved by the License Committee at their duly convened meeting held on April 4, 2012.

-
- a) Application for a "Class A" Liquor License for The Day Spa Ltd., 600 N. Tenth Street, De Pere, WI. Submitted by Agent: Kathleen F. Schmaltz, 3418 Delahaut Street, Green Bay, WI 54301.

Respectfully Submitted,

License Committee

Charlene M. Peterson
Clerk-Treasurer

RESOLUTION #12-26

AUTHORIZING DEPARTMENT OF NURSING AFFILIATION AGREEMENT FOR
CLINICAL EDUCATION WITH SILVER LAKE COLLEGE

WHEREAS, the Silver Lake College Department of Nursing provides an established college program for nursing students, including providing clinical facilities for community health practice; and

WHEREAS, as a public health agency, the De Pere Health Department is in a unique position to provide such clinical practice opportunities to a nursing student; and

WHEREAS, Silver Lake College Department of Nursing requires an Affiliation Agreement for Clinical Education, attached and incorporated as Exhibit A, be executed for such clinical practice placement; and

WHEREAS, the Board of Health has reviewed such Agreement and recommends its approval thereof.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Health Officer is authorized and directed to execute the Agreement attached as Exhibit A and subsequent renewals thereof, provided no substantive changes are made and renewals are reviewed by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of April, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Charlene M. Peterson, Clerk-Treasurer

Ayes: _____
Nays: _____



**DEPARTMENT OF NURSING
AFFILIATION AGREEMENT FOR CLINICAL EDUCATION**

This Agreement is made effective this ____ of _____, 2012 by and between Silver Lake College of the Holy Family, a Wisconsin institution of higher education ("Institution"), and City of De Pere, a Wisconsin municipal corporation, ("Clinical Education Setting").

WITNESSETH

WHEREAS, the Institution administers educational curricula for various health services (each a "Program" and collectively the "Programs"), and seeks to provide, as part of the Program curricula, supervised clinical experiences for the Institution students enrolled in the Programs ("Students"); and

WHEREAS, the Clinical Education Setting serves patients in various health services through the provision of medical or other services consistent with the one or more Programs, and seeks to train future health care practitioners by providing Students with supervised clinical experiences at the Clinical Education Setting sites, consistent with the educational objectives of Students and the Institution; and

WHEREAS, the Institution and the Clinical Education Setting have determined that each may best accomplish its objectives by mutual assistance, and seek to describe their affiliation in this Agreement combined with one or more Program Addenda attached (Course Syllabus & Clinical Expectations) to and made a part of this Agreement;

NOW THEREFORE, the Institution and the Clinical Education Setting agree as follows:

AGREEMENT

1. **THE INSTITUTION'S RIGHTS AND RESPONSIBILITIES.** In addition to its rights and responsibilities described elsewhere in this Agreement, the Institution shall have the following rights and responsibilities:

1.1 **Preparation of Students for Clinical Placement.** The Institution shall assure, through qualified faculty, that each Student assigned to the Clinical Education Setting is adequately prepared to benefit from such assignment. A Student's preparedness shall be measured by: (i) academic performance indicating an ability to understand what Student will observe and/or perform during the clinical placement; and (ii) appreciation of the nature and seriousness of the work Student will observe and/or perform.

1.2 Assigning Students to the Clinical Education Setting. After receiving from the Clinical Education Setting the number of placements available for Students, the Institution shall select Students to be assigned (with the approval of the Clinical Education Setting) to the Clinical Education Setting. The Institution shall notify the Clinical Education Setting of the Students assigned to the Clinical Education Setting, and each Student's availability for participation in clinical experiences.

1.3 Educational Coordinator. The Institution shall appoint a faculty member to serve as Educational Coordinator for each Program, and shall communicate his or her name, title and telephone number to the Clinical Education Setting. The Educational Coordinator shall be responsible for overall management of the Students' educational experience, and may be assigned as Educational Coordinator for one or more Programs.

1.4 Professional Liability Insurance. The Institution shall ensure that each Student assigned to the Clinical Education Setting is covered, at no cost to the Clinical Education Setting, by professional liability insurance as set forth in Section 9.1 below.

1.5 Accreditation and Licensure. The Institution shall maintain, at all times during the term of this Agreement: (i) accreditation as an educational institution; (ii) all licensures and approvals from the State of Wisconsin necessary to the applicable Program; and (iii) full and unrestricted accreditation of the Programs from the accrediting organization specified in the applicable Program Addendum. The Institution shall promptly notify the Clinical Education Setting of any change in its accreditation or licensure status.

1.6 Background Investigative Disclosure. All Students who are assigned to the Clinical Education Setting shall have had a background check performed under the direction of the Institution in accordance with applicable Wisconsin Caregiver Background Check Law. The background check shall include obtaining, as applicable, information from the Department of Justice, the Department of Regulation and Licensing, the Department of Health and Family Services and from out-of-state agencies if the Student has lived outside of Wisconsin within the past three years. If the Student has a criminal record, it will be evaluated by the Institution to determine if the individual is barred from performing duties at the Clinical Education Setting. Prior to placement of the Student, the Institution will notify the Clinical Education Setting in writing of any crime of which Student has been convicted so that the Clinical Education Setting may make a determination as to whether the conviction(s) is substantially related to the duties the Student would be performing. The Clinical Education Setting may refuse placement of any Student the Clinical Education Setting believes could put its patients, employees and/or visitors at risk. The Institution hereby agrees to notify the Clinical Education Setting when the Institution becomes aware that any Student on site at the Clinical Education Setting is charged with or convicted of any crime or is investigated by any governmental agency. Both the Institution and the Clinical Education Setting understand that the Student has an ongoing duty to report to the Institution should there be any change from the initial background check.

2. CLINICAL EDUCATION SETTING RIGHTS AND RESPONSIBILITIES. In addition to its rights and responsibilities described elsewhere in this Agreement, the Clinical Education Setting shall have the following rights and responsibilities:

2.1 Number of Placements. The Clinical Education Setting shall have sole discretion to determine its capacity to accept Students for clinical placement under this Agreement, whether such capacity is described in terms of the number of Students on-site at any one time, the number of hours of clinical supervision that the Clinical Education Setting can provide over a period of time, or other such description of capacity. The Clinical Education Setting shall communicate such capacity to the Institution before Students may be assigned to the Clinical Education Setting.

2.2 Site Coordinator. The Clinical Education Setting shall appoint an employee to serve as a coordinator at the site for each Program (for purposes of this Agreement, the "Site Coordinator" and as may be described in the Program Addendum), and shall communicate his or her name, title and telephone number to the Institution. The Site Coordinator shall be responsible for overall management of the experience at the Clinical Education Setting, and may be assigned as Site Coordinator for one or more Programs.

2.3 Orientation. The Clinical Education Setting shall provide the Institution's faculty and Students with a comprehensive orientation to the Clinical Education Setting, including all applicable policies and procedures and expectations of the Clinical Education Setting, and a tour of the physical plant. Such orientation shall include a comprehensive orientation to the Clinical Education Setting's emergency and safety protocols and policies.

2.4 Qualified Supervision. Responsibility for qualified supervision shall be as described in the Program Addendum.

2.5 Student Access to the Clinical Education Setting and Patients. The Clinical Education Setting shall permit access by Students to any and all areas of the Clinical Education Setting as reasonably required to support Students' clinical development and as permitted under applicable law. These areas shall include, without limitation, patient care units, laboratories, ancillary departments, health science libraries, cafeteria and parking facilities. The Clinical Education Setting reserves the right to refuse access to any Student who does not meet, in the Clinical Education Setting's reasonable determination, its standards for safety, health or proper conduct.

2.6 Accreditation, Licensure and Eligibility. The Clinical Education Setting shall maintain, at all times during the term of this Agreement all qualifications necessary to provide services under this Agreement, including: (i) full and unrestricted accreditation, as appropriate and as described in the Program Addendum; (ii) all necessary licensures, certifications and approvals from the State of Wisconsin or other authority; and (iii) if applicable, eligibility for participation in the Medicare and Medicaid programs. The Clinical Education Setting shall immediately notify the Institution of any change in the Clinical Education Settings' qualifications, accreditation, and licensure or eligibility status.

2.7 Clinical Component Requirements. The clinical component offered by the Institution shall in all respects be implemented and administered by the Clinical Education Setting in a manner that meets the requirements of any agency that accredits, licenses, certifies or

otherwise oversees the Program, other authorities identified by the Institution, and all applicable laws.

2.8 Inspections. The Clinical Education Setting shall, upon reasonable request, permit inspection of its premises by the Institution, Program oversight agencies, if any, and other authorities.

2.9 Final Authority. The Clinical Education Setting retains final authority for all aspects of operations at and management of the Clinical Education Setting.

2.10 Remuneration. Students may not receive remuneration for services relating to the Program and performed for or on behalf of the Clinical Education Setting.

3. JOINT RIGHTS AND RESPONSIBILITIES. In addition to their rights and responsibilities described elsewhere in this Agreement, the Institution and the Clinical Education Setting shall have the following rights and responsibilities.

3.1 Supervision and Evaluation of Students. The Institution and the Clinical Education Setting shall, in good faith, work cooperatively to assure adequate supervision and evaluation of Students while Students are on-site at the Clinical Education Setting. Both parties shall reinforce with Students: (i) the seriousness of the service being performed at the Clinical Education Setting, including the Student's impact upon patients' wellbeing; (ii) the importance of abiding by the Clinical Education Setting rules and regulations; and (iii) the confidentiality of patient identities and health information. The Institution shall, if the Clinical Education Setting so desires, assure prompt feedback to the Clinical Education Setting regarding Students' evaluation of their clinical experience at the Clinical Education Setting. The Clinical Education Setting shall assure prompt feedback to the Institution regarding Students' performance at the Clinical Education Setting and additional feedback as described in the Program Addendum, if any.

3.2 Review and Evaluation of Affiliation. The Institution and the Clinical Education Setting agree to review and evaluate any and all aspects of their affiliation at periodic intervals, and to work cooperatively to establish and maintain clinical experiences that meet their respective objectives. This Agreement may be amended or modified, pursuant to Section 7 below, to reflect changes in the parties' relationship.

4. STUDENT RIGHTS AND RESPONSIBILITIES. The Institution and the Clinical Education Setting shall instruct Students regarding Students' rights and responsibilities while on-site at the Clinical Education Setting. These rights and responsibilities shall include the following:

4.1 Conduct. Student shall, at all times while on the Clinical Education Setting premises, conduct himself or herself in a professional manner and shall refrain from loud, boisterous, offensive or otherwise inappropriate conduct. Student shall refrain from the improper use of alcohol or other drugs, and shall not carry any firearms or other weapons while on the

Clinical Education Setting premises. Student shall abide by all policies, rules and regulations established by the Clinical Education Setting and the Institution.

4.2 Timeliness. Student shall report to the Clinical Education Setting at the assigned place and time. Student shall immediately inform the Clinical Education Setting and the Institution of Student's inability to report to the Clinical Education Setting as assigned.

4.3 Uniform and Identification. Student shall wear the uniform or other clothing as directed by the Institution. Student shall display proper identification as directed by the Clinical Education Setting. Student's appearance shall be, at all times, neat and clean.

4.4 Insurance. Student shall maintain comprehensive health/medical insurance and insurance against professional liability claims as required under Section 9.3 of this Agreement.

4.5 Personal Expenses. While at the Clinical Education Setting, Student shall be responsible for Student's personal expenses such as meals, travel, medical care and incidentals.

4.6 Evaluation of Clinical Experience. Student shall, upon request of the Institution or the Clinical Education Setting, provide a candid evaluation of the clinical experience at the Clinical Education Setting including, without limitation, preparation for the on-site experience, orientation to the Clinical Education Setting and experience and supervision at the Clinical Education Setting.

5. STUDENT HEALTH POLICIES.

5.1 Emergency Medical Services. If Student is injured or becomes ill while at the Clinical Education Setting, the Clinical Education Setting shall provide emergent or urgent medical care as appropriate, consistent with the Clinical Education Setting's capability and policies. The Clinical Education Setting shall promptly notify the Institution that Student has been injured or become ill. Student shall bear financial responsibility for charges associated with said treatment.

5.2 Immunizations. The Institution shall assure that Students have received, before reporting to the Clinical Education Setting, appropriate immunizations and vaccines, or, in the alternative, have completed the appropriate declination of immunization form, notice of which is provided to the Clinical Education Setting.

5.3 OSHA Policies. The party listed in the Program Addendum shall instruct Students regarding precautions and other procedures to protect Students, patients and the Clinical Education Setting personnel from bloodborne and other pathogens.

6. TERM AND TERMINATION.

6.1 Initial and Renewal Term. Subject to Section 6.2 below, this Agreement shall be effective as of the date set forth above ("Effective Date") and shall continue for an initial term of one academic or Program year as set forth in the Program Addendum. Thereafter, this Agreement shall automatically renew and continue in full force and effect for any and all periods

during which any Student in a Program is placed, at and accepted by the Clinical Education Setting. Notwithstanding the foregoing, either party may choose not to renew this Agreement at the end of the then-current Program by providing the other with not less than sixty (60) days' advance written notice of its intent not to renew prior to the end of then-current Program. In the event that either party's non-renewal of this Agreement disrupts the clinical experience of any Student(s) in a Program, the Agreement shall remain in full force and effect until such time as this Agreement may expire without disruption of said Student(s)' clinical experience. Upon notice of non-renewal by either party, no new Student may be placed at the Clinical Education Setting.

6.2 Termination. Notwithstanding Section 6.1 above, this Agreement may be terminated as follows:

A. By Mutual Agreement. The Institution and the Clinical Education Setting may terminate this Agreement at any time upon written agreement, though the Parties shall attempt, in good faith and using their best efforts, to effectuate the termination to coincide with a normal academic or Program break.

B. For Cause. In the event the Institution or the Clinical Education Setting fails in any substantial manner to perform as required herein, this Agreement may be terminated as described below:

(1) Either party may terminate this Agreement at any time, upon material breach of any of its provisions by the other party; provided, however, that not less than thirty (30) days prior to termination, written notice shall be given by the non-breaching party to the breaching party that states the intention of the non-breaching party to terminate this Agreement, the nature of the material breach giving rise to termination, and shall permit the breaching party reasonable opportunity to cure such material breach during said thirty (30) day period.

(2) If the material breach is not resolved to the satisfaction of the non-breaching party during the thirty (30) day period as provided in (1) above, the non-breaching party shall immediately give the breaching party written notice of termination of the Agreement.

(3) In the event that termination of the Agreement by the Clinical Education Setting pursuant to this Section 6.2 (B) disrupts the clinical experience of any Student(s) in a Program, the parties shall attempt, in good faith and using their best efforts, to continue Students' clinical experiences and this Agreement shall remain in full force and effect until such time as this Agreement may expire without disruption of said Students' clinical experience. During any time period in which notice of termination has been given and existing Students are completing the Program, no new Student may be placed at the Clinical Education Setting.

C. Immediate Termination. The Institution may immediately terminate this Agreement and any and all Program Addenda if the Clinical Education Setting fails to maintain full and unrestricted accreditation, licensure and, if applicable, eligibility as required under

Section 2.6 of this Agreement. The Clinical Education Setting may terminate this Agreement immediately upon written notice to the Institution if the Institution fails to maintain full and unrestricted accreditation and licensure as required under Section 1.5 of this Agreement. In addition, the Clinical Education Setting may also terminate any Program Addendum if the Institution fails to maintain full and unrestricted accreditation with respect to said Program as required under the applicable Program Addendum.

6.3 Effect of Termination. Upon termination of this Agreement, no party shall have ~~any further obligation hereunder except for obligations accruing under the terms of this Agreement prior to the date of termination.~~

7. AMENDMENTS AND MODIFICATIONS. This Agreement may be changed at any time with the written approval of the parties. Such amendments or modifications will be written, signed by the parties and made a part of this Agreement.

8. INDEMNIFICATION AND LIABILITY.

8.1 The Institution. The Institution shall indemnify, defend and hold harmless the Clinical Education Setting, its governing board, officers, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by the Institution or any of its employees. The Institution will not indemnify the Clinical Education Setting for any willful act or failure to act by any Student that may occur during or that may arise out of this Agreement.

8.2 The Clinical Education Setting. The Clinical Education Setting shall indemnify, defend and hold harmless the Institution, its governing board, officers, faculty, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by the Clinical Education Setting or any of its employees, agents, medical residents or members of its medical staff that may occur during or that may arise out of this Agreement.

8.3 Costs. In the event each party is found to be at fault, then each shall bear its own costs and attorney fees and its proportionate share of any judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.

8.4 Survival. This Section 8 shall continue beyond the expiration, non-renewal or termination of this Agreement.

9. INSURANCE.

9.1 The Institution. The Institution shall maintain, at no cost to the Clinical Education Setting, general and professional liability insurance covering the Institution as an entity and each of its employees and agents against general and professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per year. Evidence of such insurance shall be provided to the Clinical Education Setting upon request.

9.2 The Clinical Education Setting. The Clinical Education Setting shall maintain, at no cost to the Institution, general and professional liability insurance covering the Clinical Education Setting as an entity and each of its physician-employees, nonphysician-employees, medical residents and agents against professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per year. Evidence of such insurance shall be provided to the Institution upon request.

9.3 Students. Students shall maintain, at no cost to the Institution or the Clinical Education Setting, ~~comprehensive health/medical insurance~~. In addition, the Institution shall ensure that each Student is covered, at no cost to the Clinical Education Setting, under general and professional liability insurance covering the student against professional liability claims in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per year. Evidence of such insurance shall be provided to the Clinical Education Setting upon request.

10. DISPUTE RESOLUTION. Any dispute arising under or in any way related to this Agreement that is not resolved by agreement of the Institution and the Clinical Education Setting may be submitted by either party to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The parties agree that such arbitration shall result in a final and binding award in the State of Wisconsin, and may be judicially enforced. Each party shall bear its own arbitration costs and expenses, unless otherwise determined by the arbitrator.

11. NOTICES AND COMMUNICATION.

11.1 Notices. All notices under this Agreement shall be given in writing and shall be deemed to have been properly given when delivered:

If to the institution:	Brianna Neuser MSN, RN, CNE Director, BSN Completion Program 2406 South Alverno Road Manitowoc, WI 54220
------------------------	---

If to the Clinical Education Setting:	City of De Pere Health Department Attn: Mary Dorn, Health Director 335 South Broadway Street De Pere, WI 54115
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or at other such addresses as a party from time to time may designate by written notice to the other party.

12. NON-EXCLUSIVE. The parties agree that the Institution shall be free to enter into similar agreements with other facilities, and that the Clinical Education Setting shall be free to enter into similar agreements with other educational institutions.

13. GOVERNING LAW. The laws of the State of Wisconsin shall govern this Agreement.

14. INVALID PROVISION. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

15. ASSIGNMENT. No assignment by a party of this Agreement or its rights and responsibilities hereunder shall be valid without the specific written consent of the other party.

16. RELATIONSHIP OF PARTIES. The Institution and the Clinical Education Setting, ~~including their respective agents and employees, shall be, at all times, independent contractors of~~ the other. Nothing in this Agreement is intended or shall be construed to create a joint venture relationship, a partnership, a lease, or a landlord/tenant relationship. Should any governmental agency question or challenge the independent contractor status of the Institution, the Clinical Education Setting or their employees, both the Institution and the Clinical Education Setting, upon receipt by either of them of notice, shall promptly notify the other party and afford the other party the opportunity to participate in any government agency discussion or negotiations, irrespective of how such discussions are initiated.

17. CONFIDENTIALITY OF RECORDS.

17.1 Student Records. The Institution and the Clinical Education Setting acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and that, generally, student permission must be obtained before releasing specific student data to anyone other than the Institution. The Institution agrees to provide the Clinical Education Setting with guidance with respect to compliance with FERPA.

17.2 Confidentiality of Patient Health Information. The Institution and the Clinical Education Setting acknowledge that patient health information is protected under Wisconsin law (e.g., Wis. Stat. § 146.82, 51.30 and 252.15) and the Health Insurance Portability and Accountability Act ("HIPAA"), and that, generally, the written permission of the patient (or person authorized by the patient) must be obtained before disclosing patient health information. The Clinical Education Setting agrees to provide Students and the Institution with guidance with respect to compliance with these statutes and regulations.

17.3 Student Use and Disclosure of Patient Health Information. The parties agree and acknowledge that each Student may use and disclose health information concerning patients of the Clinical Education Setting in written reports and documents prepared as part of the Program in which the Student participates, and in discussions with other Students and Institution faculty concerning the Student's experiences at the Clinical Education Setting, which discussions may take place both at the Clinical Education Setting and in a classroom setting at the Institution. The parties further acknowledge that disclosure of patient health information, other than information protected by the Wisconsin Mental Health Act and HIV test results, for purposes and in the manner described in the foregoing sentence, is generally permissible under Wisconsin law (e.g., Wis. Stat. § 146.82(1) (as amended by 2003 Wisconsin Act 281)) and HIPAA (e.g., 45 C.F.R. § 146.506(c)(1)). The Institution shall nonetheless require each Student to obtain a HIPAA-compliant written authorization from each patient before disclosing the patient's health information in such discussions, reports and documents. In addition, when disclosing patient

health information in the course of such discussions, the Institution shall require each Student to refrain from disclosing information that would identify the patient, to the extent possible.

18. NON-DISCRIMINATION. The Institution and the Clinical Education Setting shall not unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability or national origin, and shall comply with applicable anti-discriminatory laws and policies promulgated by the Institution.

19. ENTIRE AGREEMENT. This Agreement, together with one or more Program Addenda attached (or that later may be attached) hereto, constitutes the entire agreement between the parties and contains all the agreements between the parties with respect to the subject hereof. This Agreement supersedes any and all other agreements, in writing or oral, between the parties hereto with respect to the subject matter thereof.

THIS AGREEMENT PRESUMES THE EXECUTION OF ONE OR MORE PROGRAM ADDENDA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

City of De Pere

By: _____

By: _____
Mary Dorn, BSN, RN

Title: _____

Title: Health Officer/Director

Date: _____

Date: _____

**CITY OF DE PERE
HEALTH DEPARTMENT**

MEMO

To: Michael Walsh, Mayor
Lawrence Delo, City Administrator
Common Council Members

From: Mary Dorn, Health Officer/Director 

Subject: Agreement between Silver Lake College and the City of De Pere for Department of Nursing Affiliation Agreement for Clinical Education

Date: March 26, 2012

Attached you will find a copy of an affiliation agreement with Silver Lake College for the City of De Pere Health Department providing clinical training for nursing students. We currently are not providing nursing students from Silver Lake College with clinical experiences. We hope to offer our department as an option for students starting in May of 2012. The Board of Health approved this agreement at the March 19, 2012 meeting.

We currently provide routine clinical placement each semester and summer session for Bellin College and the University of Wisconsin at Green Bay nursing programs and intermittent student placement for the University of Wisconsin at Oshkosh nursing program. Student clinical placement not only offers students the opportunity to learn about public health but also provides the health department with updates on curriculum for nursing staff, project assistance from students and community education provided by students.

If you have any questions, please contact me directly at 339-4054.

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Resolution #12-27 (Street Vacation)
Date: March 26, 20102

The statutory process for the City to initiate a street vacation is a bit out of the ordinary. Since the City Council does not vacate street right-of-way often, I thought I would send along this explanatory memo to explain the process.

Under Wis. Stats. §66.1003, the City may initiate vacating street right-of-way. This is done by the Council introducing the vacation resolution at a Council meeting. The matter is then set for public hearing, with the same resolution coming back before the Council for action at that public hearing.

Therefore, the action to be taken at the April 4, 2012 meeting as to Resolution #12-27 is merely to refer the Resolution forward for a public hearing. It will then be placed on the Council agenda at the time of public hearing, at which time the merits of the vacation can be debated and acted upon. As noted in the staff recommendation of Ken Pabich, this particular vacation is being done to clear up any right-of-way issues. The vacation will be immediately followed by the rededication of this right-of-way via certified survey map.

If you have any questions regarding this process, please let me know.

JSL:jld

cc: Lawrence Delo, City Administrator
Kenneth Pabich, Director of Planning and Economic Development

H:\dupont\Memos\2012\Mayor & CC-street vacation- 3-26-12-168-001-12.docx

RESOLUTION #12-27

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

Commencing at Brown County ID Point 30N17.2;

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

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

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

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

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

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

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

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

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

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

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

be and the same is hereby wholly vacated and discontinued as a public thoroughfare. The City of De Pere hereby vacates all City owned utility easements in such area but reserves therein any currently existing easements for other utilities. Said public right-of-way to be vacated is set forth on the scale map attached hereto and incorporated by reference herein as Exhibit A.

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

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

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

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

APPROVED:

Michael J. Walsh, Mayor

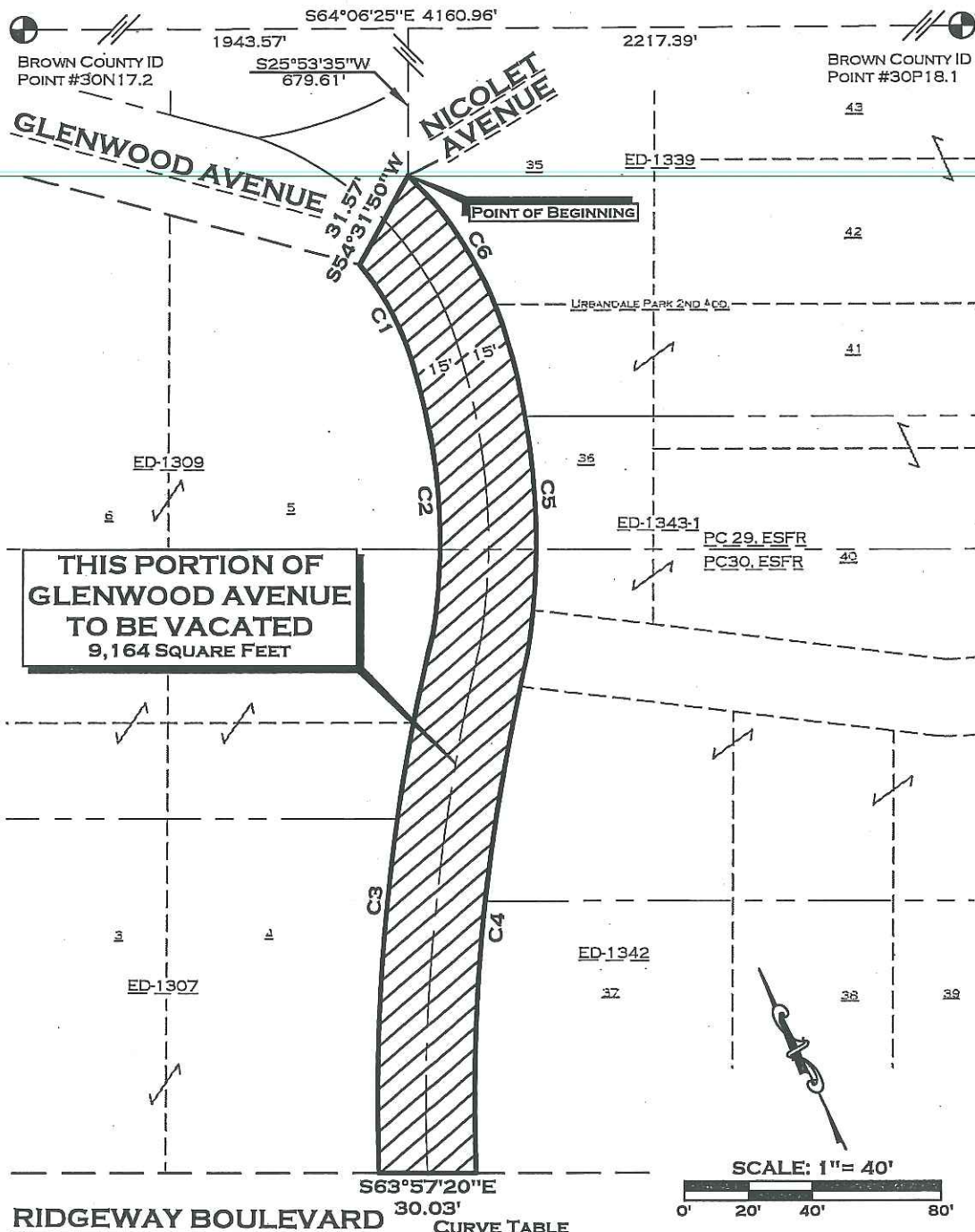
ATTEST:

Charlene M. Peterson, Clerk-Treasurer

Ayes: _____

Nays: _____

VACATION SKETCH



RIDGEWAY BOULEVARD

CURVE TABLE

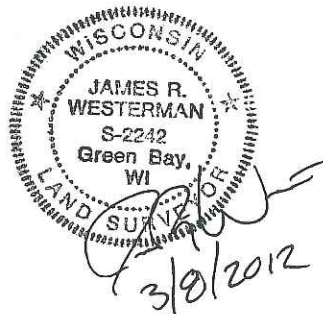
CURVE #	DELTA	RADIUS	LENGTH	CHORD	CHORD	TANGENT	SECOND TANGENT
				DIRECTION	LENGTH	BEARING	BEARING
C1	24°41'39"	85.00'	36.63'	S01°53'18"E	36.35'	S14°14'07"E	S10°27'31"W
C2	25°49'57"	185.00'	83.41'	S21°50'21"W	82.71'	S08°55'23"W	S34°45'20"W
C3	15°45'23"	615.00'	169.12'	S31°26'51"W	168.59'	S39°19'33"W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



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

CERTIFIED SURVEY MAP

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



TOTAL AREA "DEDICATED TO THE PUBLIC"
11,867 SQUARE FEET
0.272 ACRES

SEE SHEET 2 OF 7 FOR CURVE DATA

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	31.57'	S54°31'50"W
L2	14.95'	N49°08'20"W
L3	10.10'	S72°37'39"W
L4	12.84'	N17°08'43"W
L5	14.11'	N31°25'16"E

SCALE: 1" = 50'



BEARINGS ARE REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM. THE LINE CONNECTING BROWN COUNTY ID POINTS 30N17.2 AND 30P18.1 BEARS S64°06'25"E.

LEGEND

P.O.B. POINT OF BEGINNING

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

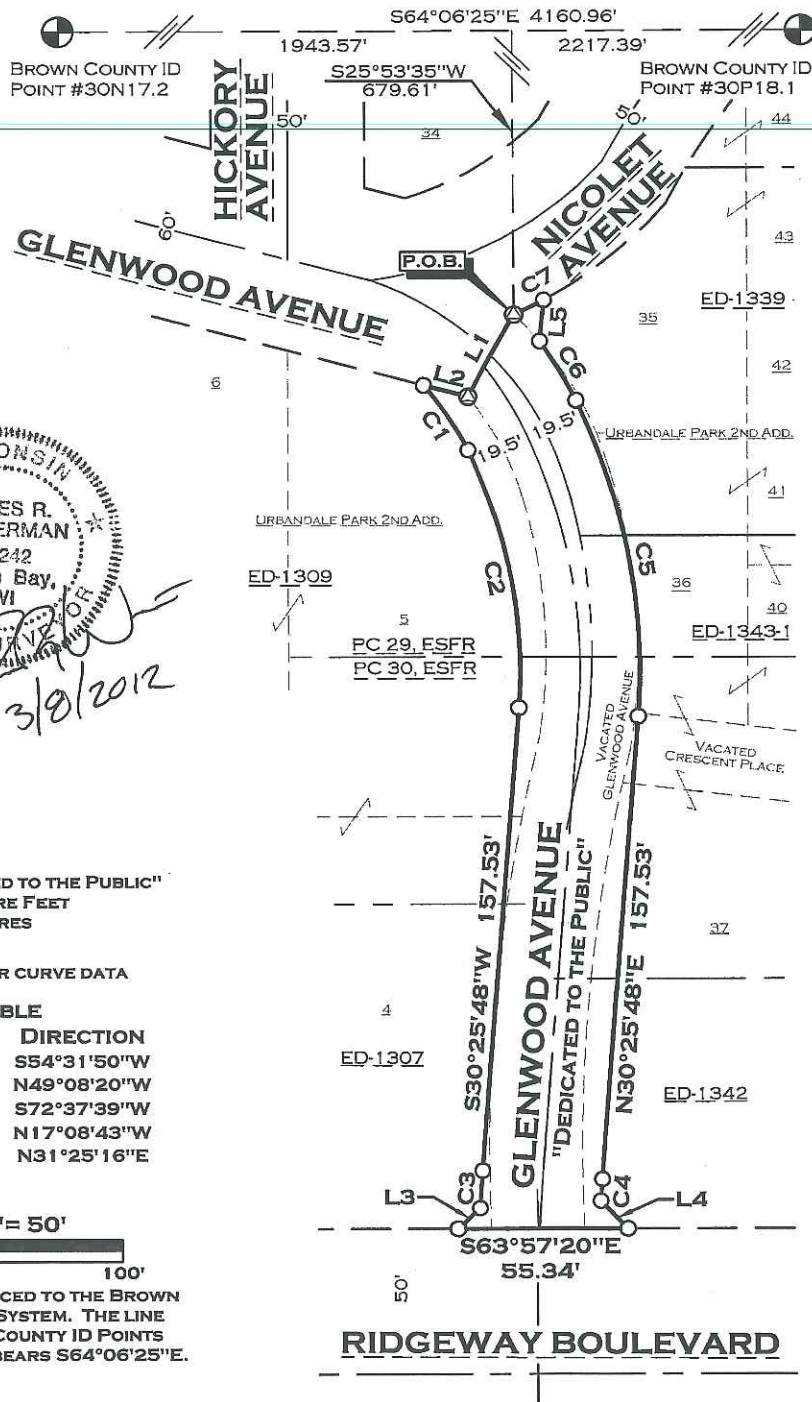


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374\dwg\0404374CSM.DWG

SHEET 1 OF 7

Exhibit B



SURVEYOR'S CERTIFICATE:

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

COMMENCING AT BROWN COUNTY ID POINT 30N17.2;

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

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

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

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

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

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

THENCE S30°25'48"W, 157.53 FEET;

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

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

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

THENCE N17°08'43"W, 12.84 FEET;

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

THENCE N30°25'48"E, 157.53 FEET;

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

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

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

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

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

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

DATED THIS 8TH DAY OF MARCH, 2012.


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



CURVE TABLE

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



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

FILE: R:\0400\0404\0404374\dwg\0404374CSM.DWG

SHEET 2 OF 7

RESOLUTION #12-28

AUTHORIZING THE NEGOTIATION OF AN ECONOMIC
DEVELOPMENT LOAN WITH STONEHILL CONVERTING, LLC

WHEREAS, the Department of Planning and Economic Development has received the application of Stonehill Converting, LLC for a revolving loan in the amount of \$250,000; and

WHEREAS, the Common Council wishes to authorize the negotiation of such a loan in accordance with this Resolution and the Economic Development Revolving Loan Program Policies and Procedures Manual (revised 8/21/07).

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Director of Planning and Economic Development and the City Attorney are authorized and directed to negotiate the terms and conditions of a revolving loan with Stonehill Converting, LLC in accordance with the City's Economic Development Revolving Loan Program Policies and Procedures Manual (revised 8/21/07) in the principal amount not to exceed \$250,000.

BE IT FURTHER RESOLVED THAT:

Any loan so negotiated shall be submitted to the Finance/Personnel Committee for approval prior to execution of documents therefore.

BE IT FURTHER RESOLVED THAT:

All appropriate officers, officials, employees and agents of the City of De Pere are authorized and directed to take all steps reasonably necessary to finalize such loan agreement and accessory documents and to take all other actions reasonably necessary to comply with and compel compliance with such agreement.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th
day of April, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Charlene M. Peterson, Clerk-Treasurer

Ayes: _____

Nays: _____

BROWN COUNTY REVOLVING LOAN PROGRAM APPLICATION FORM

Today's Date: March 8, 2012

Business Name: Stonehill Converting LLC

Street Address: 2107 American Boulevard

Mailing Address: 2107 American Boulevard

City: De Pere Zip Code: 54115

Type of Business: Tissue Converting Industry

Date Established: October 2009

Telephone Number: 920-964-0228

Cell Phone Number: 781-354-4628

Tax I.D. 270610397

Number of Employees: 43 Number of Emps. If Loan Approved: 66

*Employee increase is conservative and reflects the increase during the first stage of the project and not the increase when all three lines are running 24/7 as in the model.

Applicant's Financial Consultant: None

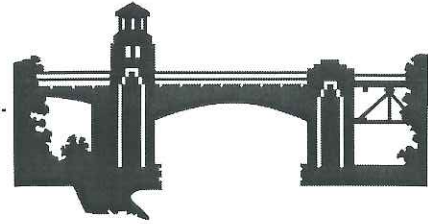
Financial Consultant's Phone Number: n/a

Loan Amount Requested: \$500,000	Total Project Cost: \$1,690,000
Purpose of Loan: Working capital financing, i.e. financing of accounts receivable and inventory, required to support the restart of 3 production lines equal to a total of around 100,000 cases per month.	
Term of Loan Requested: Seven (7)years	
<i>(Not to exceed 7 years for working capital, 10 years for equipment, or 12 years for real estate)</i>	

Matching funds of at least one dollar of private funds for each dollar of County funds must be obtained. In addition, there must be a job created or retained for every \$20,000 of County funds.

CITY OF DE PERE

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



April 4, 2012

To: City Council

From: Ken Pabich, Director of Planning and Economic Development

RE: Revolving Loan Fund (RLF) Request for StoneHill Converting

Attached is an application for a RLF request by StoneHill Converting. StoneHill Converting is requesting a loan for working capital to start 3 different product production lines. The proposed project will create 25 full time jobs. The company is requesting a loan amount of \$250,000 from the City RLF and also \$250,000 from the Brown County RLF. The working capital loan (\$250,000) from the City would have an interest rate of 3% with a seven (7) year term. The City is still negotiating the collateral positions; however in the application it is suggesting that the City and County be in a second position on the real-estate.

As part of the process, staff is looking for approval from the City Council to proceed with negotiating the terms of the loan and also drafting the necessary documents related to the loan. If terms can be reached, the final documents would be presented to the Finance Committee for approval and then a closing date can be set with the company.

RESOLUTION #12-29

AUTHORIZING CREATION OF TID #9 AND RELATED ACTIVITIES

WHEREAS, the City's Redevelopment Authority has recommended that the City create a new Tax Increment Financing District (TID #9) in the Downtown District on the City's West side for rehabilitation purposes; and

WHEREAS, a map of the proposed area for TID #9 is attached as Exhibit 1; and

WHEREAS, the owner of the property at 500 Main Avenue located within the proposed TID #9, has proposed to redevelop such property if able to secure private financing in addition to TID incentives the City could offer with the creation of TID #9; and

WHEREAS, if TID #9 is created, the City will need assistance in the development of the required project plan and wishes to engage the Springsted Incorporated Financial Advisor firm in doing so.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Council supports moving forward with the creation of TID #9 within the approximate boundaries as are shown on Exhibit 1, including engaging Springsted Incorporated for assistance in development of the required project plan.

BE IT FURTHER RESOLVED THAT:

The Director of Planning and Economic Development is authorized and directed to provide the owner of the property at 500 Main Avenue a letter for private financing purposes indicating the City's intent to create TID #9, the possibility of TID assistance becoming available for such redevelopment should TID #9 be created, and the City's support for redevelopment and rehabilitation of that property.

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 4th day of April,
2012.

APPROVED:

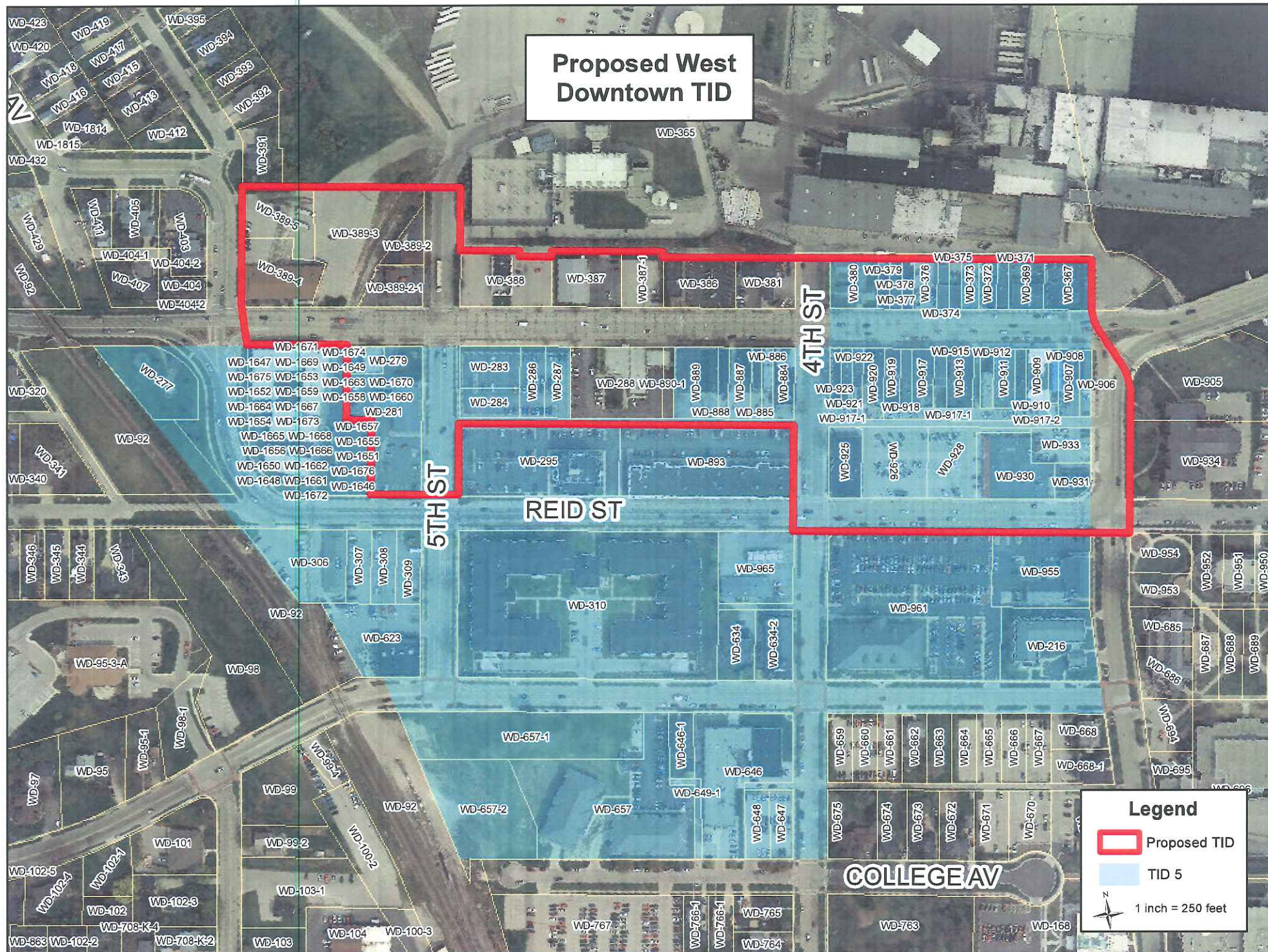
ATTEST:

Charlene M. Peterson, Clerk-Treasurer

Ayes: _____

Nays: _____

Proposed West Downtown TID



Legend

Proposed TID

TID 5

1 inch = 250 feet

RESOLUTION #12-30

AUTHORIZING PARISH FACILITY USE AGREEMENT WITH
OUR LADY OF LOURDES PARISH

WHEREAS, the Park, Recreation and Forestry before and after school recreation program, Kidz Zone, utilizes Our Lady of Lourdes Parish facilities; and

WHEREAS, the parties wish to renew the Parish Facility Use Agreement, attached and incorporated as Exhibit A, for continued use of that facility for the 2012-2013 school year; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Parish Facility Use Agreement as is attached as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of April, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Charlene M. Peterson, Clerk-Treasurer

Ayes: _____
Nays: _____

Parish Facility Use Agreement

Name of Parish Our Lady of Lourdes Parish
Address 1307 Lourdes Avenue
De Pere, WI 54115
Phone (920) 336-4033

Reservation Date: See Addendum

Event: Kidz Zone Before & After School Program

The following parish areas will be included in this agreement:

LOLOL cafeteria, lower level bathrooms, outdoor playground
area, and other outdoor school grounds

Starting Time: Before: 6:30-8:30^{am} Ending Time: After: 3:00-6:00 pm

Number of Persons Attending: maximum 36

Additional Special Arrangements: See Addendum

The lessee agrees to exercise due care in the preservation of the parish premises and to prevent loitering and the presence of unauthorized persons during all usage periods. The lessee hereby agrees to remit the rental fee (if applicable) and be held responsible for any and all damage to persons, property and premises. Lessee is responsible for cleanup of property and premises.

Lessee shall indemnify and hold harmless the lessor from any and all damage, loss or liability of any kind whatsoever occasioned upon and/or within the leased parish premises, or ways or walks Adjacent thereto, by reason of any injury to persons or property caused or alleged to be caused by any act or omission, neglect, or wrongdoing of the lessee or any of his/her and/or its officers, agents, representatives, assigns, guests, employees, invitees, or other persons admitted by the lessee to the parish premises. The lessee will, at his/her and/or its own cost and expense defend and protect the lessor against any and all such claims or demands including attorneys fees.

Lessee shall provide the lessor with a certificate of insurance documenting general liability coverage in the amount of \$1,000,000 per occurrence for business entities (personal liability (home owners or farmowners policy) coverage of \$300,000 for individuals). This certificate should name the parish and the Diocese of Green Bay as an additional insured.

Person in Charge (must be at least 18 years of age) _____

Address: _____
(Street) (City/State) (Zip code)

Organization: _____ Phone _____

The preceding information is correct to the best of my knowledge. I have received a copy of the parish facility use policy and agree to abide by all the regulations and policies set forth for the use of parish facilities and/or grounds. I acknowledge the (name of parish) and Diocese of Green Bay have no responsibility, express or implied, for any damage or injury arising out of, or connected in any way with my/our use of parish facilities.

Signed: _____ Date: _____
(Signature of lessee)

Title: _____
(Lessee Organization)

Signed: _____ Date: _____
(Pastor or Designee)

+ Our Lady of Lourdes Parish Family +

1307 Lourdes Avenue + De Pere, Wisconsin 54115-1099

"All are welcome...all are needed...in this place!"

ADDENDUM

The City of De Pere Park and Recreation Department will be an additional user group. All parish fees are waived for this before & after school program.

A certificate of insurance must be on file in the Our Lady of Lourdes Parish Office.

The program will follow the West De Pere School District and Our Lady of Lourdes School planning and calendar.

This contract covers the school period of 2012-2013 with specific dates approved by the respective staffs of both schools.

This agreement will be in effect for one year with the understanding that it would automatically renew unless either party gives notice to withdraw from said agreement by March 1st.

Dated: _____

Representative-City of De Pere

Representative-Our Lady of Lourdes

Our Lady of Lourdes Catholic Church

1307 Lourdes Avenue De Pere, WI 54118-1099
+ Norbertine Fathers +

USE OF PARISH FACILITIES

Since our facilities belong to the people of Our Lady of Lourdes and since our facilities are established, maintained and operated by funds largely provided by the parish membership, the Parish will only make its facilities available to responsible organizations, associations and individuals for appropriate activities which do not infringe upon nor interfere with the conduct and best interest of the Parish and its ministries.

Granting Use for Approved Activities

The Parish Office staff is authorized to approve and arrange for scheduling of parish facilities by qualified applicants who satisfy the purpose and limitations as specified in this policy. Right is reserved by the Pastor or designee to revoke any agreement, without liability, should such action be deemed necessary or desirable.

Non-Approved Activities

1. Any activity which may be injurious to the buildings, grounds or equipment.
2. Any purpose in conflict with any activities of the parish, school, religious education, youth ministry or parish ministries.
3. Commercial advertising.
4. Fund raising campaigns except those permitted with parish permission.
5. Any activity used for commercial, personal gain or for profit.
6. Activities which are unlawful or in violation of anti-discrimination laws.

Fees and Charges

User fees will be charged according to the class of group, nature of activity, and facility requested. In addition to user fee, all groups will be charged for personnel and equipment on an actual basis.

Class I

Free use of the facilities may be granted to the following organizations or groups provided that participation in the group is not illegal.

- a. Parish and its Ministries Affiliated Groups
- b. Youth service group or association:
Scouts, Knights of Columbus, 4-H, etc.

Provisions for Free Use:

1. Use of the facilities does not interfere with the parish and ministry programming.
2. Use of the facilities will not create unreasonable additional supervisory or custodial requirements.
3. Organizations will provide sufficient supervision to restrict use to permitted areas only. The individual signing the building use agreement is responsible for providing the required supervision.
4. Membership in the organization or group is not unlawful.

Class II

Use of the facilities may be granted to organizations and groups provided that the leader/coach is a registered member, in good standing, of Our Lady of Lourdes and participation in the group is not illegal.

Civic, recreation, citizen and non-profit associations

Rental and a Security Deposit shall be charged for the use of the facilities by approved non-profit organizations.

Use of Facilities

Fee Schedule

All rates are for four (4) hours or less. Any time beyond four (4) hours may be assessed at another four hour rate.

<u>AREA</u>	<u>CLASS I</u>	<u>CLASS II</u>
Gymnasium	Free	\$50.00
Cafeteria	Free	\$25.00
Fr. Kratz Hall	Free	\$25.00
Security Deposit	Free	\$50.00

Groups will be charged the exact extra costs incurred in addition to the above for any alarm charge, police call charge, repair/replacement of equipment, or any other damage costs as a result of their use of the parish facilities.

The Pastor or designee may waive the security deposit fee.

All rental fees and security deposit must be paid when the building use agreement is signed. Should there be additional charges for use of the facilities; e.g., housekeeping, alarm charge, police call charge, repairs, replacements, etc., those charges shall be paid to the Parish within ten days after the event.

Regulations

1. All requests for use of the facilities by any group, other than parish sponsored activities and programs are to be submitted to the Parish Office at least fourteen (14) days prior to the event.
2. Regular parish and ministry activities will have priority for all space. The Pastor or designee has the prerogative to cancel the use of the building, even after an agreement has been made, if the facility is needed for parish programming.
3. The Parish assumes no liability for Class II lessee or renter and requires a certificate of insurance in the amount of \$500,000 to accompany the completed Facility Use Agreement.
4. The agreement for the use of one part of a building or grounds confers no privileges for the use of any facilities other than those stated in the agreement.
5. Facilities will not be available for any group whose activities infringe upon or interfere with the conduct or best interests of the parish and its ministries.
6. An agreement is not transferrable.

Use of School Facilities (cont.)

7. Any facility used by the applicant shall be left in the condition or better than it was found. The area utilized will be left in a clean and tidy condition. Any loss or damage to the area shall be reported to the Parish Office promptly.
8. Violation by a party to an agreement of any of the regulations may be cause for the cancellation of all existing agreements and denial of any requests in the future.
9. Special permission must be obtained for decorating, installing scenery, moving furniture, attached items to walls, etc. Any materials brought into the facility needs pre-approval of the Pastor or designee.
10. Setting up and taking down of chairs or equipment shall be the obligation of the renter.
11. ~~Use of parish space does not include equipment unless specifically permitted. Equipment use~~ must be supervised by parish employees and such cost will be added to the regular fee.
12. Scenery, decorations, or equipment provided by the party to the agreement must be removed from the facility promptly. If there is a delay, the removal will be made by the parish at the expense of the party to the agreement.
13. Evening affairs are to end by 10:00 p.m. and vacated by 10:30 p.m. unless special arrangements are made.
14. All Parish facilities are tobacco, alcohol, and illicit drug free. Any violation of this rule will prohibit future use and/or could be referred to authorities for action according to state statutes. Any exceptions must be approved by the Pastor or designee.
15. The parish and its authorized representative shall have full and free access to the premises at all times.
16. Facilities will not be available for use by groups on Sundays, Catholic holydays and the following holidays: Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Easter Week (Palm Sunday thru Easter Sunday).
17. Staff of Our Lady of Lourdes may not use the facilities for their individual profit.
18. All persons using the gymnasium must wear proper athletic shoes that are not worn outside.
19. A supervisor must be in the immediate area when the facility is being used.
20. In the event of any dispute or controversy regarding the true interpretation or meaning of anything contained in these regulations, the judgment of the Pastor or designee concerning such controversy or dispute shall be final.

Limitations of Use

1. No reservations will be made until all parish ministries have scheduled for the year.
2. No facility will be used for unlawful purposes.
3. Facilities shall not be used for parties or celebrations that are essentially private in nature. This exclusion includes birthdays, anniversaries, showers, wedding receptions and other similar parties.
4. Sunday use is not permitted unless permission is granted by the Pastor or designee.
5. Custodians are not required to help load or unload equipment.
6. All agreements are subject to immediate cancellation if it is discovered that information given on an application is misrepresented. The parish and its agents are to be held harmless of any expenses or losses incurred by the sponsoring organization due to cessation.

ADOPTED: 06/19/2007



De Pere Fire Rescue

Briefing Report

Incident: Auto Accident Ridgeway Blvd. at Libal Street

From: Robert Kiser, Fire Chief

Date of Incident: 03/17/2012

Time of Incident 11:19 pm

The following is a briefing report for the Accident on March 17, 2012.

Incident #:120385

Location: Ridgeway Blvd. at Libal Street.

Reason for call: 2 car vehicle accident.

De Pere Fire Rescue Responded to the incident with Engine 111 (East Side Station) Ambulance 121 (West Side Station)

Call received ---- 11:19 pm

Dispatch a second ambulance 11:24 pm

Engine 111 on scene ---- 11:26 pm

Ambulance 121 on scene 11:28 pm

Allouez Ambulance arrived 11:31 pm

Both Ambulances enroute to hospitals at 11:43 pm

The Department was dispatched for two vehicle auto accident. Dispatch stated one patient was pregnant and wants to be checked out, and that she is out of the vehicle. E111 and A111 responded emergent. Updated enroute that there may be a second patient, while enroute De Pere Fire Officer requested dispatch to contact Allouez for another ambulance. Upon arrival primary assessment found two vehicles in the middle of the intersection. One vehicle was T-boned. The driver of the vehicle that was T-boned was a pregnant female who was sitting on the curb. Air bags in her vehicle were deployed. Patient was evaluated by paramedics from E111 and was assigned transport by Allouez Ambulance. Allouez Ambulance transported patient to Bellin Hospital.

Second patient was still sitting in the vehicle complained of back pain. Ambulance 121 personnel took over patient care and transported to Aurora Bay Care. No extrication was needed and removal of any hazards was completed by Engine 111 personnel. Engine 111 returned in service.

No patient care was compromised during this incident.

Staffing on duty at time of incident was 6 personnel with 3 personnel in each station. One person was on furlough. Unit response is determined in accordance with staffing levels assigned for the day. The department response policy is as follows:

601.03 C. Vehicle Accidents with injuries. Any response to a vehicle accident that requires the control of hazards or the extrication and removal and treatment of accident victims shall have the staffing and response as follows:

FIRE & EMS PROTECTION AREA ("Still Alarm" assignment)

		ENGINE 111,	AMBULANCE 111,	AMBULANCE 121
Daily Staffing level	6	3	0	3
	7	3	1	3
	8	3	1	4
	9	3	2	4

Any questions, feel free to contact:

Robert Kiser
Fire Chief

920-339-4085

Sustainability Team Agenda

**Wednesday
April 18th, 2012
1:30 P.M.**

CITY HALL – Riverview Conference Room

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

1. Update on discussions with WPS on converting street lights to LED. (Larry Delo)
2. Discuss implementation of paper reduction best practices incentive competition to include implementation date. (Pete Smith)
3. Discuss new team projects for 2012 -2013. (All Team Members)
4. Discuss status of new team member recruitment. (All Team Members)
5. Identify agenda items for next meeting scheduled for April 4, 2012.
6. Adjourn.

Sustainability Team Meeting Notes

3-14-2012 1:30pm

Members Present: Steve Bloemer, Larry Delo, Dave Hongisto, Sonja Jensen, Pete Smith, Jim Stupka, Scott Thoresen

1. The team discussed the latest status of converting existing street lights to LED. Karen Heyrman indicated the City has approximately 2,000 street lights and approximately 1,365 are owned by WPS. She indicated the most cost effective lamps to replace are 150 watts to 250 watts. WPS indicated they would need to have the City place a meter on every pole owned by WPS if those poles were converted to LED and maintained by the City. The team discussed focusing on City owned lights first and then working with WPS on the poles they own. The team decided the City Administrator and perhaps Mayor should meet with WPS to discuss the City's desire to convert all street lights over time to LED and to discuss additional options with WPS that would make the conversion cost effective. Karen Heyrman also stated there are numerous gaps in the data regarding the number and types of street lights and ownership. The team determined it would be beneficial for the City to utilize summer employees to work with City staff to conduct a complete audit of street lights.
2. The team discussed possible incentives that could be utilized to incite employees to reduce their use of paper. The team determined a traveling trophy and lunch for the winning work group would be utilized as an incentive.
3. The team discussed the purpose and goals of the team for the upcoming year. The City Administrator indicated he would forward the goals previously identified by the team to the team members and bring this item back to the next meeting for additional discussion. The team also felt it would be beneficial to solicit more volunteers from the City to participate on the team. The focus would be to attract more non-management employees specifically. Team members indicated they would spread the word throughout the organization that we are looking for more volunteers.
4. The next meeting is scheduled for Wednesday, April 18, 2012 at 1:30 PM in the Riverview Conference Room.

3/26/2012 4:38 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 03577 APR 2012 COUNCIL - 1 4-4-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0796	BETTY AERTS							
	I-201203260827	BETTY AERTS	R	3/31/2012		599.40CR	064192	599.40
6258	AERTS, STEPHANIE							
	I-201203260845	AERTS, STEPHANIE	R	3/31/2012		10.13CR	064193	10.13
0217	AGRI-PARTNERS COOPERATIVE							
	I-201203260828	AGRI-PARTNERS COOPERATIVE	R	3/31/2012		28.62CR	064194	
	I-201203260829	AGRI-PARTNERS COOPERATIVE	R	3/31/2012		5.79CR	064194	
	I-201203260830	AGRI-PARTNERS COOPERATIVE	R	3/31/2012		58.96CR	064194	
	I-201203260831	AGRI-PARTNERS COOPERATIVE	R	3/31/2012		31.97CR	064194	125.34
0302	AIRGAS NORTH CENTRAL							
	I-105405742	AIRGAS NORTH CENTRAL	R	3/31/2012		270.42CR	064195	270.42
5323	ALLIED 100 LLC							
	I-220767	ALLIED 100 LLC	R	3/31/2012		1,024.50CR	064196	1,024.50
0009	AMERICAN OVERHEAD DOOR							
	I-92125	AMERICAN OVERHEAD DOOR	R	3/31/2012		171.00CR	064197	171.00
0560	AMERICAN PUBLIC WORKS ASSOCIATION							
	I-201203260832	AMERICAN PUBLIC WORKS ASSOCIAT	R	3/31/2012		532.00CR	064198	532.00
0013	ARAMARK UNIFORM SERVICES INC							
	I-616-6346701	ARAMARK UNIFORM SERVICES INC	R	3/31/2012		308.64CR	064199	308.64
3448	ASSOCIATED WEALTH MANAGEMENT							
	I-5043604	ASSOCIATED WEALTH MANAGEMENT	R	3/31/2012		363.00CR	064200	
	I-5043674	ASSOCIATED WEALTH MANAGEMENT	R	3/31/2012		363.00CR	064200	
	I-5043675	ASSOCIATED WEALTH MANAGEMENT	R	3/31/2012		363.00CR	064200	
	I-5043676	ASSOCIATED WEALTH MANAGEMENT	R	3/31/2012		363.00CR	064200	1,452.00
0020	BADGERLAND PRINTING INC							
	I-19376	BADGERLAND PRINTING INC	R	3/31/2012		785.00CR	064201	
	I-19377	BADGERLAND PRINTING INC	R	3/31/2012		25.00CR	064201	
	I-19459	BADGERLAND PRINTING INC	R	3/31/2012		725.00CR	064201	1,535.00
2975	BARTELT BUSINESS MACHINES INC							
	I-46936	BARTELT BUSINESS MACHINES INC	R	3/31/2012		94.00CR	064202	94.00
0023	BATTERIES PLUS LLC							
	I-501-355869	BATTERIES PLUS LLC	R	3/31/2012		95.50CR	064203	
	I-501-356536	BATTERIES PLUS LLC	R	3/31/2012		174.44CR	064203	
	I-505-331020	BATTERIES PLUS LLC	R	3/31/2012		294.45CR	064203	564.39

3/26/2012 4:38 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 03577 APR 2012 COUNCIL - 1 4-4-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0132	BAY AREA HUMANE SOCIETY AND							
	I-FEB2012-DEP	BAY AREA HUMANE SOCIETY AND	R	3/31/2012		620.00CR	064204	620.00
0027	BAY TOWEL INC							
	I-1412658	BAY TOWEL INC	R	3/31/2012		41.64CR	064205	
	I-1433334	BAY TOWEL INC	R	3/31/2012		125.39CR	064205	
	I-1434601	BAY TOWEL INC	R	3/31/2012		41.53CR	064205	
	I-1437721	BAY TOWEL INC	R	3/31/2012		20.62CR	064205	
	I-1437725	BAY TOWEL INC	R	3/31/2012		41.53CR	064205	
	I-1437726	BAY TOWEL INC	R	3/31/2012		71.73CR	064205	
	I-1439562	BAY TOWEL INC	R	3/31/2012		127.29CR	064205	
	I-1440836	BAY TOWEL INC	R	3/31/2012		41.53CR	064205	511.26
0028	BAY VERTE MACHINERY INC							
	I-172115-00	BAY VERTE MACHINERY INC	R	3/31/2012		81.99CR	064206	
	I-172336-00	BAY VERTE MACHINERY INC	R	3/31/2012		23.98CR	064206	105.97
0025	BAYCOM INC							
	I-139542	BAYCOM INC	R	3/31/2012		125.00CR	064207	125.00
5961	BEST EQUIPMENT							
	I-3333	BEST EQUIPMENT	R	3/31/2012		662.59CR	064208	662.59
0034	BLINDAUER'S INC							
	I-2101	BLINDAUER'S INC	R	3/31/2012		518.16CR	064209	518.16
0795	BROWN COUNTY FIRE CHIEFS ASSOC							
	I-201203260833	BROWN COUNTY FIRE CHIEFS ASSOC	R	3/31/2012		15.00CR	064210	15.00
2944	BROWN COUNTY JAIL							
	I-201203260834	BROWN COUNTY JAIL	R	3/31/2012		200.00CR	064211	200.00
0536	CDW GOVERNMENT INC							
	I-F984238	CDW GOVERNMENT INC	R	3/31/2012		381.32CR	064212	
	I-G119107	CDW GOVERNMENT INC	R	3/31/2012		1,453.06CR	064212	
	I-G171121	CDW GOVERNMENT INC	R	3/31/2012		74.56CR	064212	
	I-G730853	CDW GOVERNMENT INC	R	3/31/2012		529.19CR	064212	
	I-G737167	CDW GOVERNMENT INC	R	3/31/2012		720.68CR	064212	3,158.81
2708	CLEANING SOLUTION SERVICES INC							
	I-05-7097	CLEANING SOLUTION SERVICES INC	R	3/31/2012		64.41CR	064213	
	I-05-7099	CLEANING SOLUTION SERVICES INC	R	3/31/2012		59.64CR	064213	
	I-05-7177	CLEANING SOLUTION SERVICES INC	R	3/31/2012		59.64CR	064213	
	I-05-7179	CLEANING SOLUTION SERVICES INC	R	3/31/2012		109.40CR	064213	
	I-05-7207	CLEANING SOLUTION SERVICES INC	R	3/31/2012		138.50CR	064213	
	I-05-7210	CLEANING SOLUTION SERVICES INC	R	3/31/2012		1,363.55CR	064213	
	I-05-7211	CLEANING SOLUTION SERVICES INC	R	3/31/2012		1,225.00CR	064213	
	I-05-7212	CLEANING SOLUTION SERVICES INC	R	3/31/2012		1,261.85CR	064213	4,281.99

3/26/2012 4:38 PM

A / P CHECK REGISTER

PAGE: 3

PACKET: 03577 APR 2012 COUNCIL - 1 4-4-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0061	CUMMINS NPOWER, LLC I-802-44458	CUMMINS NPOWER, LLC	R	3/31/2012		119.62CR	064214	119.62
0062	D & D UNIFORMS INC I-542796	D & D UNIFORMS INC	R	3/31/2012		200.00CR	064215	200.00
6544	DE PERE FLOORING CENTER I-2657	DE PERE FLOORING CENTER	R	3/31/2012		13,917.10CR	064216	13,917.10
0069	DE PERE GREENHOUSE INC I-9228	DE PERE GREENHOUSE INC	R	3/31/2012		237.50CR	064217	237.50
6369	DICK'S GUN SHOP INC I-4742	DICK'S GUN SHOP INC	R	3/31/2012		509.70CR	064218	509.70
0075	DIGGERS HOTLINE INC I-120 2 36402	DIGGERS HOTLINE INC	R	3/31/2012		5.22CR	064219	5.22
3213	EILLIEN'S I-822992	EILLIEN'S	R	3/31/2012		176.70CR	064220	176.70
4274	ELITE GROUP, THE I-169509	ELITE GROUP, THE	R	3/31/2012		244.26CR	064221	244.26
0085	EMERGENCY MEDICAL PRODUCTS INC I-1448037	EMERGENCY MEDICAL PRODUCTS INC	R	3/31/2012		1,112.84CR	064222	1,112.84
0091	FASTENAL COMPANY I-WIGRE250419 I-WIGRE250484	FASTENAL COMPANY FASTENAL COMPANY	R R	3/31/2012 3/31/2012		36.23CR 11.11CR	064223 064223	 47.34
3187	FDSOA I-201203260835	FDSOA	R	3/31/2012		85.00CR	064224	85.00
0096	FIRE APPARATUS & EQUIPMENT INC I-10764	FIRE APPARATUS & EQUIPMENT INC	R	3/31/2012		455.39CR	064225	455.39
1753	FIRE CHIEF I-201203260836	FIRE CHIEF	R	3/31/2012		68.00CR	064226	68.00
0200	FIRST SUPPLY GREEN BAY LLC I-9264877-00 I-9264883-00	FIRST SUPPLY GREEN BAY LLC FIRST SUPPLY GREEN BAY LLC	R R	3/31/2012 3/31/2012		238.21CR 6.94CR	064227 064227	 245.15

3/26/2012 4:38 PM

A / P CHECK REGISTER

PAGE: 4

PACKET: 03577 APR 2012 COUNCIL - 1 4-4-12

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0097	FIVE ALARM INC I-121679-1	FIVE ALARM INC	R	3/31/2012		1,448.23CR	064228	1,448.23
0105	FOX SPECIALITY COMPANY I-96507	FOX SPECIALITY COMPANY	R	3/31/2012		15.81CR	064229	15.81
0562	GALL'S INC I-512000047 I-512021625	GALL'S INC GALL'S INC GALL'S INC	R R	3/31/2012 3/31/2012		120.94CR 52.98CR	064230 064230	 173.92
6084	GANNETT WI MEDIA I-201203260837 I-201203260838 I-201203260839	GANNETT WI MEDIA GANNETT WI MEDIA GANNETT WI MEDIA	R R R	3/31/2012 3/31/2012 3/31/2012		29.22CR 29.22CR 58.44CR	064231 064231 064231	 116.88
0116	GRAINGER INC I-9774142450 I-9774630629	GRAINGER INC GRAINGER INC	R R	3/31/2012 3/31/2012		46.80CR 29.30CR	064232 064232	 76.10
0122	GREEN BAY REBUILDERS LLC I-25640	GREEN BAY REBUILDERS LLC	R	3/31/2012		50.00CR	064233	50.00
4902	HALRON LUBRICANTS INC I-389351-00 I-391161-00	HALRON LUBRICANTS INC HALRON LUBRICANTS INC	R R	3/31/2012 3/31/2012		66.72CR 167.52CR	064234 064234	 234.24
0446	HAWKINS INC I-3318390 RI	HAWKINS INC	R	3/31/2012		4,811.89CR	064235	4,811.89
3521	HD SUPPLY WATERWORKS LTD I-4458503	HD SUPPLY WATERWORKS LTD	R	3/31/2012		469.92CR	064236	469.92
1399	INDOFF INC C-2038028 I-2043178 I-2048720 I-2049997 I-2051658 I-2053376 I-2054111	INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC	R R R R R R R	3/31/2012 3/31/2012 3/31/2012 3/31/2012 3/31/2012 3/31/2012 3/31/2012		22.81 34.66CR 263.67CR 50.25CR 131.50CR 66.23CR 86.15CR	064237 064237 064237 064237 064237 064237 064237	 609.65
1276	JX ENTERPRISES INC I-D-220610085 I-D-220800048	JX ENTERPRISES INC JX ENTERPRISES INC	R R	3/31/2012 3/31/2012		4.31CR 43.62CR	064238 064238	 47.93

3/26/2012 4:38 PM

A / P CHECK REGISTER

PAGE: 5

PACKET: 03577 APR 2012 COUNCIL - 1 4-4-12

VENDOR SET: 01

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6513	K-CONSULT LLC I-570	K-CONSULT LLC	R	3/31/2012		2,734.56CR	064239	2,734.56
4617	LANGUAGE LINE SERVICES I-2905570	LANGUAGE LINE SERVICES	R	3/31/2012		4.50CR	064240	4.50
0173	MENARDS INC I-36515	MENARDS INC	R	3/31/2012		11.88CR	064241	11.88
3125	MORTON SALT INC I-155625 I-156603	MORTON SALT INC MORTON SALT INC	R	3/31/2012		20,246.79CR 5,976.71CR	064242 064242	26,223.50
0076	NASSCO INC I-S1571845.001	NASSCO INC	R	3/31/2012		97.20CR	064243	97.20
0531	NORTHEAST AUTO PARTS INC I-266062 I-266252 I-266267 I-266353 I-266382	NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC	R	3/31/2012		20.07CR 2.23CR 10.79CR 7.71CR 8.43CR	064244 064244 064244 064244 064244	49.23
5433	NORTHEAST WI TECH COLLEGE I-SFT0000058469	NORTHEAST WI TECH COLLEGE	R	3/31/2012		75.12CR	064245	75.12
3250	NORTHERN LAKE SERVICE I-211837	NORTHERN LAKE SERVICE	R	3/31/2012		1,470.00CR	064246	1,470.00
0187	NSIGHT TELS SERVICES I-201203260840	NSIGHT TELS SERVICES	R	3/31/2012		69.40CR	064247	69.40
1160	OFFICEMAX INC I-345009 I-345016 I-345027 I-345036 I-345043	OFFICEMAX INC OFFICEMAX INC OFFICEMAX INC OFFICEMAX INC OFFICEMAX INC	R	3/31/2012		231.92CR 167.15CR 36.75CR 86.97CR 289.90CR	064248 064248 064248 064248 064248	812.69
3703	ORIENTAL TRADING CO INC I-649807845-01 I-650013391-01	ORIENTAL TRADING CO INC ORIENTAL TRADING CO INC	R	3/31/2012		167.20CR 350.83CR	064249 064249	518.03

3/26/2012 4:38 PM

A / P CHECK REGISTER

PAGE: 6

PACKET: 03577 APR 2012 COUNCIL - 1 4-4-12

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
6545	PARKER & PARKER PHOTOGRAPHY							
	I-201203260841	PARKER & PARKER PHOTOGRAPHY	R	3/31/2012		735.00CR	064250	735.00
3401	PETERS CONCRETE COMPANY INC							
	I-12-01A(1)	PETERS CONCRETE COMPANY INC	R	3/31/2012		10,264.35CR	064251	10,264.35
1701	PRAXAIR DISTRIBUTION INC							
	I-42282114	PRAXAIR DISTRIBUTION INC	R	3/31/2012		83.57CR	064252	83.57
0395	PRO ONE JANITORIAL INC							
	I-74602	PRO ONE JANITORIAL INC	R	3/31/2012		992.18CR	064253	992.18
1359	RAY O'HERRON CO INC							
	I-1206655-IN	RAY O'HERRON CO INC	R	3/31/2012		1,957.01CR	064254	
	I-1206786-IN	RAY O'HERRON CO INC	R	3/31/2012		65.69CR	064254	
	I-1207076-IN	RAY O'HERRON CO INC	R	3/31/2012		164.18CR	064254	2,186.88
1890	S I METALS AND SUPPLY							
	I-126019	S I METALS AND SUPPLY	R	3/31/2012		2,367.06CR	064255	2,367.06
0501	SAINT MARY'S HOSPITAL MEDICAL CNTR							
	I-10172	SAINT MARY'S HOSPITAL MEDICAL	R	3/31/2012		9.34CR	064256	9.34
0234	SAINT NORBERT COLLEGE INC							
	I-LS42287	SAINT NORBERT COLLEGE INC	R	3/31/2012		45.00CR	064257	45.00
0248	SHOPKO CO LLC							
	I-201203260842	SHOPKO CO LLC	R	3/31/2012		8.99CR	064258	8.99
0252	SOUTHSIDE TIRE CO INC							
	I-3013291	SOUTHSIDE TIRE CO INC	R	3/31/2012		53.00CR	064259	
	I-3013570	SOUTHSIDE TIRE CO INC	R	3/31/2012		1,536.53CR	064259	1,589.53
0999	STAPLES ADVANTAGE							
	I-112754590	STAPLES ADVANTAGE	R	3/31/2012		73.61CR	064260	
	I-112754680	STAPLES ADVANTAGE	R	3/31/2012		10.09CR	064260	83.70
4094	STATE BAR OF WISCONSIN							
	I-451951	STATE BAR OF WISCONSIN	R	3/31/2012		60.55CR	064261	60.55
0257	STREICHER'S INC							
	I-1895056	STREICHER'S INC	R	3/31/2012		106.00CR	064262	106.00

3/26/2012 4:38 PM

A / P CHECK REGISTER

PAGE: 7

PACKET: 03577 APR 2012 COUNCIL - 1 4-4-12

VENDOR SET: 01

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1903	TECHNOLOGY ARCHITECTS INC I-10902136	TECHNOLOGY ARCHITECTS INC	R	3/31/2012		145.00CR	064263	145.00
6242	TROTTER, MICHELE I-201203260843	TROTTER, MICHELE	R	3/31/2012		154.70CR	064264	154.70
0268	TRUCK EQUIPMENT INC I-5443 I-5680	TRUCK EQUIPMENT INC TRUCK EQUIPMENT INC	R	3/31/2012		628.98CR 475.76CR	064265 064265	1,104.74
5663	TYLER TECHNOLOGIES INC I-025-40077	TYLER TECHNOLOGIES INC	R	3/31/2012		1,838.97CR	064266	1,838.97
0272	UNIFORM SHOPPE INC I-207140 I-207298 I-207370 I-207432 I-207433 I-207495	UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC	R	3/31/2012		170.85CR 54.95CR 16.90CR 109.90CR 110.95CR 169.99CR	064267 064267 064267 064267 064267 064267	633.54
1911	UNITED PARCEL SERVICE INC I-70A6Y6102	UNITED PARCEL SERVICE INC	R	3/31/2012		1.97CR	064268	1.97
4696	US CELLULAR I-202075789-087	US CELLULAR	R	3/31/2012		105.55CR	064269	105.55
1	USTA I-201203260844	MEMBERSHIP	R	3/31/2012		35.00CR	064270	35.00
4528	WELSING & ASSOCIATES I-126767	WELSING & ASSOCIATES	R	3/31/2012		238.00CR	064271	238.00
0282	WESCO DISTRIBUTION INC I-769810 I-796905	WESCO DISTRIBUTION INC WESCO DISTRIBUTION INC	R	3/31/2012		268.52CR 89.53CR	064272 064272	358.05
4842	WEST PAYMENT CENTER CORP I-824627706	WEST PAYMENT CENTER CORP	R	3/31/2012		72.00CR	064273	72.00
2464	WI STATE LABORATORY OF HYGIENE I-3123127	WI STATE LABORATORY OF HYGIENE	R	3/31/2012		109.39CR	064274	109.39

3/26/2012 4:38 PM

A / P CHECK REGISTER

PAGE: 8

PACKET: 03577 APR 2012 COUNCIL - 1 4-4-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2402	WINTER EQUIPMENT COMPANY INC							
	I-1V14793	WINTER EQUIPMENT COMPANY INC	R	3/31/2012		1,508.01CR	064275	1,508.01

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	84	0.00	99,267.17	99,267.17
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:	84	0.00	99,267.17	99,267.17

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

3/26/2012 4:38 PM

A / P CHECK REGISTER

PAGE: 9

PACKET: 03577 APR 2012 COUNCIL - 1 4-4-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	3/2012	68,978.22CR
201	3/2012	652.56CR
208	3/2012	5.22CR
209	3/2012	3,158.81CR
301	3/2012	1,452.00CR
405	3/2012	10,264.35CR
415	3/2012	2,367.06CR
601	3/2012	7,555.28CR
650	3/2012	2,372.45CR
801	3/2012	2,461.22CR
=====		
ALL		99,267.17CR

CITY OF DE PERE - April 4, 2012

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License for the 2010-2012 Licensing Period					
1	JENSWOLD, MELINDA E.	822 CATHERINE STREET	GREEN BAY	WI	54301
2	SCHEER, ARASUN L.	W4686 COUNTY ROAD BE	BONDUEL	WI	54107
Temporary Operator License for the 2010-2012 Licensing Period					
1	BONFIGT, ELIZABETH J.	1778 CAMARILLO COURT	DE PERE	WI	54115
2	GIBSON, DAVID E.	703 E. MISSION ROAD	GREEN BAY	WI	54301
Operator Licenses for the 2010-2012 Licensing Period					
1	GARGULAK, HANNAH D.	1375 VILLA PARK CIRCLE, APT. #3	GREEN BAY	WI	54302
2	LOVELACE, MICHAEL D.	1131 WILSON AVENUE	GREEN BAY	WI	54303
3	NELSON, CALVIN M.	110 WOODVIEW LANE	GREEN BAY	WI	54301
4	NORDER, ANGELA M.	1702 LIMESTONE TRAIL	DE PERE	WI	54115
5	SANDERS, STEPHEN A.	2745 WOODRUFF COURT	GREEN BAY	WI	54311