

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 March 20, 2012 at 7:30 p.m. in the City Hall Council Chambers, Second Floor of De Pere City Hall, 335 South Broadway, De Pere, WI 54115.

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

AGENDA FOR SAID MEETING:

1. Roll call.
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the March 6, 2012 regular meeting of the Common Council.
4. Public comment upon matters not on agenda or other announcements.
5. Recommendation from the Board of Public Works:
 - A. roval for the following regarding Le Brun Road:
 - a. Reconstruction of Le Brun Road from East River Drive to Wiese Park.
 - b. Eliminate the construction of Le Brun Road from Mc Castlen Street to East River Drive. Instead, work with Village of Allouez to construct a trail.
 - c. Install sidewalk on the north side of Le Brun Road from Libal Street to Mc Castlen Street.
 - d. Work with Village of Allouez to apply for grant funding for installation of Pedestrian walkway/trails from Libal Street to East River Drive.
 - B. Award Equipment Project E12-01 Valve Maintenance Trailer to E. H. Wachs.
 - C. Award the Project 12-13 Crackfilling to American Pavement Solutions, Inc.
 - D. Award Project 12-15 Televising to Northern Pipe Equipment, Inc.
 - E. Installation of City signage on US 41 as part of the DOT's US 41 project.
 - F. Beautification Committee's to install a planter island at the intersection of Jordan Road and Merrill Street.
6. Recommendation from the Finance/Personnel Committee to approve:

- A. Wellness Program for City employees.
 - B. 2012 dental insurance renewal and premiums.
- 7. Ordinance #12-07, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.
- 8. Consideration of Room Tax Increase:
 - A. Resolution 12-14, Authorizing Addendum to 1999 Cooperation Agreement Regarding the Imposition and Direction of Additional Room Tax Revenue.
 - B. Ordinance 12-06, Pertaining to a 2% Increase in Room Tax.
 - C. Resolution 12-15, Regarding Increasing the Room Tax By 2% To Support the Greater Green Bay Convention & Visitor Bureau.
- 9. Resolution #12-18, Authorizing The Negotiation of An Economic Development Loan With MetJet, Inc.
- 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).
- 11. Resolution #12-20, Authorizing Sale of Surplus Property.
- 12. Resolution #12-21, Approving Agreements For Consulting Services Between The City of De Pere And Dixon Engineering, Inc. (T-Mobile USA Lease Installations).
- 13. Resolution #12-22, Authorizing Purchase of Right-Of-Way Easement From T&S Land Development, LLC (Part of Parcel WD-D0200-2).
- 14. Resolution #12-23, Authorizing Lease Agreement Between The City Of De Pere And Brown County Ice Management, Inc.
- 15. Resolution 12-24, Authorizing Cost Share Agreement With Fox River Navigational System Authority for Lighting.
- 16. Consideration of alleged liquor law violations at the Honey Hole II Bar, 413 Main Ave., on December 18, 2011.
- 17. Update on status of De Pere Riverwalk construction.
- 18. Voucher approval.
- 19. Applications for Operator's Licenses.
- 20. Future agenda items.

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, March 19, 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
HILLCREST LUMBER INC
CHRISTOPHER J & CRISTINE JANDRAIN
CLIFFORD A & JANE A BOWERS
GERALD J & LINDA J LINC
SHAWNA VAN REMOORTERE
JENNIFER K KAINER
BETH A HOEFT
DAVID J & SUSAN K LEIBER
DANIEL E & CATHERINE A DELAIR
KRISTIN H VANDRISSE
DONALD P VERBETEN
KIMBERLY A NELSON
CHERYL A HENCKEL
C P LEGACY LLC ETAL
MAURICE K & LYNN M KANE
MICHAEL P & ELLEN W ROSEWALL
JUDITH A NELSEN
JOYCE A DIRSCHL
FEDERAL HOME LOAN MORTGAGE CORPORATION
ELAINE J PLOG
JULIE V ZAHN & LINDA M WANLESS
H MARY BLANKENHEIM
NIELS JENSEN
REBECCA A ZAJAC
BARBARA L VARNEY
JOHN A & CAROL M VERDETTE
MARY JO ANTIL
VERONICA A TROFKA
CLETUS F & LORETTA E DELVAUX
CAROL J GILSDORF
GARY P & DARLENE N EMMERS
JAMES H & EVA R SCHUMERTH
ELIOT WOLF
ETHEL M RAPLINGER
BEVERLY A KROLL
JEANIE D LAMBERT
JAMES B & MARGARET MARY SCHIFFER
DONALD R PECHA
MARY MCGEE
DIANE J CRAWFORD
MICHAEL TODD & DEBRA ANN MURRAY
JAMES R & SARAH C KUBIAK
GARY & LINDA DALLAS
LEE A & LYNDA A DEGROOT
DANIEL P & JANIS K PRIEWE
MARK W HUNTER
GERALD R & LINDA J TYRRELL
DONALD J & MARY A VANDERSTEEN
DANIEL C & BARBARA M MURRAY
JODINE M THIRY
AMY F HELGREN
VICKI A MEYERS

2986 CTH PP
1101 COLGATE CT
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826 E GILE CI
830 E GILE CI
834 E GILE CI
835 W GILE CI
833 W GILE CI
831 W GILE CI
824 SPOONER CT
820 SPOONER CT
831 FLAMBEAU PL
832 FLAMBEAU PL
2986 CTH PP
830-A EAST RIVER DR
800 EAST RIVER DR #A
830-1 LIBAL ST
830-B EAST RIVER DR
450 AMERICAN ST
830-D EAST RIVER DR
830-E EAST RIVER DR
830-F EAST RIVER DR
840-A EAST RIVER DR
2416 5TH ST
840-C EAST RIVER DR
840-D EAST RIVER DR
840-E EAST RIVER DR
840-F EAST RIVER DR
800-B EAST RIVER DR
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810-F EAST RIVER DR
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820-C EAST RIVER DR
PO BOX 22395
820-E EAST RIVER DR
820-F EAST RIVER DR
1211 HIGHLAND DR
2701 PARKWOOD DR
830-2 LIBAL ST
830-3 LIBAL ST
830-4 LIBAL ST
830-5 LIBAL ST
830-6 LIBAL ST
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NAPERVILLE IL 60565
DE PERE WI 54115-3687
DE PERE WI 54115-3685
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SIMI VALLEY CA 93065
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MONROE WI 53566
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NOVATO CA 94949
GREEN BAY WI 54304-1811
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BARBARA R BRIQUELET
 KELLY CORNELIUS
 EDWARD & CAROLE HUMMEL
 THOMAS W & BILLIE D HALFPAP
 PATTI POEHNELT
 SUSAN REILLY
 VICTORIA S THURSTON
 MICHAEL D & VICKI L RADUE
 OCCAM LLC
 MICHAEL G MINSLOFF
 MARK A FRIEBEL
 WILLIAM J & NANCY B MATHIAS
 ROBERT J & MARILYN E BLAZEJEWSKI
 PAM S KUSS
 THOMAS D & MEGAN M SWEENEY
 DENNIS W & DOLORES K ZWIERS
 -MARK T & MARY S REINHART
 GARY D CICHOCKI & FLORENCE B PARFITT
 HILLCREST LUMBER INC
 RANDY D & KAREN L MCVEY
 FRANCIS A & DOROTHY J BAETEN
 JONATHAN E SANFORD
 MICHAEL N & PAMELA A OLSON
 WILLIAM F & CORRINE H MCWEY
 JASON C & MEGHAN R DAMSHEUSER
 JEFFREY A LINSMEYER
 ANDREW T & JULIE T CARVER
 C P LEGACY LLC
 JAMES WIECHMANN c/o GALLINA MGMT INC
 ERIC J SCHADRIE
 KIM M EVANS
 JULIE K O BRIEN
 NANCY A LACOUNT
 DELORES J BRODHAGEN
 MARY KAY BECKERS
 MARCELYN A LOEHLEIN
 THEODORE J PENN
 MAXINE E PICARD
 PAUL J GILLING
 JERI J SCHADRIE
 ANN C BOLTZ
 MARY K CHARLIER
 JOLEE M REINKE
 LINDA K LARSON
 DENISE M DORN
 JULIA A LUBINSKI
 SHARRY A HANSON
 ARLENE V CADWELL
 DOLORES M EISCH
 KATHERYN F BETH
 MARY KATHRYN GUZEK
 EUGENEN E & SANDRA A BRYFCZYNSKI NNE M LIVING
 SHADIA M COOK
 KATHLEEN M THOMSON
 ROSE F SCHLAPMAN
 PATRICIA J CAMPBELL
 JOHN W & CATHERINE A SELL
 JACKLYN K MILLER
 LLOYD G PARINS
 DIANNE K WAGNER
 TIMOTHY J TOMASHEK
 GERALD R & SHEILA KARLEN
 MICHAEL R HAMM
 TIMOTHY L JOHNSON
 EUNICE J DESOTELL
 MATTHEW A & JANET M SECORA
 KELLIE K BENO
 JAMES & DORIS DENEYS & LELAND L DENEYS
 CLEMENT J & JUNE A KUEPER
 JOHN C & CAROL M BUCKLEY

Ray Shinkle
 Michael Heisman
 Mark Schweighart
 Don Chilson

T-Mobile
 MetJet, Inc.
 T&S Land Development, LLC
 Brown County Ice
 Management, Inc.

830-7 LIBAL ST
 830-8 LIBAL ST
 830-9 LIBAL ST
 830-10 LIBAL ST
 702 KICKAPOO PL
 703 DESPLAINE RD
 704 OCONTO PL
 801 E GILE CI
 2986 HWY PP
 1812 RIDGEWAY DR
 1816 RIDGEWAY DR
 702 EAU PLEINE CT
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 717 BRULE RD
 702 MONTREAL PL
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 704 EAU CLAIRE PL
 705 EAU CLAIRE PL
 2986 CTH PP
 2662 DUTCHMAN RD
 802 FLAMBEAU PL
 1821 RIDGEWAY DR
 800 SPOONER CT
 1819 RIDGEWAY DR
 802 E GILE CI
 800 W GILE CI
 803 W GILE CI
 2986 CTH PP
 PO BOX 7260
 703 OCONTO PL
 718 BRULE RD
 1820-11A RIDGEWAY DR
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 DE PERE WI 54115-4123
 DE PERE WI 54115-8456
 SUAMICO WI 54173-8020
 GREEN BAY WI 54313
 DE PERE WI 54115
 DE PERE WI 54115

shinkle@insite-inc.com
 400 Reid Street, Suite 1A De Pere, WI 54115
 mark@thequantumcompanies.net
 donchilson@netnet.net

Honey Hole II
Fox River Navigational System Authority

413 Main Avenue
1008 Augustine Street
Green Green Bay
Convention & Visitor Bureau

De Pere, WI 54115
Kaukauna, WI 54130
1901 South Oneida Street, Green Bay, WI 54304

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**COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – MARCH 6, 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 6, 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, James Boyd, Michael Donovan, Bob Heuvelmans, Larry Lueck Dan Robinson, Kathy VanVonderen & Bob Wilmet. The Council said the Pledge of Allegiance to the Flag.

Aldersperson Wilmet moved, seconded by Aldersperson Boyd, to approve the minutes of the February 22, 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.

5. Mayor Mike Walsh and Brown County Executive Troy Streckenbach presented a proclamation to Paige Bani for being one of Wisconsin's top honorees in the Prudential Spirit of Community Awards Program for raising \$13,000 to support the Tourette Syndrome Association through her own Program "Connor's Cause", which raises awareness about Tourette Syndrome.

RECOMMENDATION FROM THE BOARD OF PARK COMMISSIONERS

6A. Aldersperson Van Vonderen moved, seconded by Aldersperson Heuvelmans, to approve a \$700 donation from the De Pere Optimist Club to be used for the annual Easter Egg Hunt. Upon vote, motion carried unanimously.

6B. Aldersperson Heuvelmans moved, seconded by Aldersperson Van Vonderen, to approve a donation of trees from the Green Bay Packers, WI Dept. of Natural Resources and the United States Forest Service to be used in the "First Down for Tree" Program. Upon vote, motion carried unanimously.

6C. Aldersperson Robinson moved, seconded by Aldersperson Boyd, to approve the Riverwalk Change Order #3 with Janke General Contractors, Inc. to remove a portion of the lighting project that was planned to take place on property of the Fox River Navigational System Authority (FRNSA) and to have the City and FRNSA enter into a cost sharing agreement. The change order will show a decrease of \$36,330. The agreement will have the City pay \$18,165 to FRNSA for the lights so the project will be reduced by \$18,165 in cost. Upon roll call vote, motion carried unanimously.

7. Ordinance 12-04 Rezoning Certain Property (Parcels WD-101 and WD-102-1; Petitioners: Steve Kersten and City of De Pere) (second reading) was presented. Aldersperson Donovan moved, seconded by Aldersperson Wilmet, to enact the ordinance. Upon vote, motion carried with 7 ayes and 1 nay. Aldersperson Van Vonderen voted nay; all others voted aye.

8. Resolution 12-14 Authorizing Addendum to 1999 Cooperation Agreement Regarding the Imposition and Direction of Additional Room Tax Revenue was presented. City Attorney Judy Schmidt-Lehman stated after this resolution was placed in the packet, Ashwaubenon Bond Counsel stated the attached agreement needed changes. She indicated Council can approve the resolution as drafted subject to technical changes deemed by the Attorney or can wait two weeks to approve.

Aldersperson Lueck moved, seconded by Aldersperson Bauer, to table the resolution for two weeks. Upon vote, motion failed with 3 ayes and 5 nays. Alderspersons Bauer, Lueck & Van Vonderen voted aye; all others voted nay.

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Alderson Robinson moved, seconded by Alderson Boyd, to approve the resolution. Discussion followed. Alderson Robinson moved, seconded by Alderson Bauer, to open the meeting. Upon vote, motion carried unanimously.

Brown County Executive Troy Streckenbach reported under the cooperation agreement the tax would be increased from 8% to 10%, which is the maximum it can be raised. He also spoke to the requirements of §3.09 of the Cooperation Agreement that all revenues collected by the 2% increase shall be directed to the CVB as the tourism entity for the tourism zone that all Municipalities belong, based on the Room Tax Commission, Zone Agreement & Tourism Entity Agreement. If there is a room tax deficiency, the municipalities agree to redirect from the CVB to the Room Tax Stabilization Fund such percentage of the 2% increase as is sufficient to rectify the room tax deficiency and satisfy the requirements of the Room Tax Stabilization Fund. Discussion followed.

Pat Olejniczak, 300 Grant Street, De Pere, Hotel Manager for Kress Inn @ St. Norbert College, spoke in favor of the increase as long as the increase goes to the promotion of the Greater Green Bay area. The Convention Visitor Bureau does a great job advertising the area and urged the Council to support this.

Alderson Heuvelmans moved, seconded by Alderson Robinson, to close the meeting. Upon vote, motion carried unanimously.

Upon further discussion and vote, the motion to approve the resolution failed unanimously.

Alderson Heuvelmans moved, seconded by Alderson Van Vonderen, to table the resolution. Upon vote, motion carried unanimously.

8A. Resolution 12-15 Regarding Increasing the Room Tax by 2% to Support the Greater Green Bay Convention & Visitor Bureau, Inc. was presented. Alderson Robinson moved, seconded by Alderson Boyd, to table the resolution. Upon vote, motion carried unanimously.

8B. Ordinance 12-06 Pertaining to a 2% Increase in Room Tax was presented. Alderson Bauer moved, seconded by Alderson Donovan, to table the ordinance. Upon vote, motion carried unanimously.

9. Resolution 12-16 Amending 2012 Budget by Reinstating Funding for Full Time Firefighter Position was presented. Alderson Wilmet moved, seconded by Alderson Bauer, to approve the resolution. Upon discussion and roll call vote, motion carried unanimously.

10. Resolution 12-17 Authorizing Revised Third Amendment to Lease Agreement Between the City of De Pere and Humana Insurance Company was presented. Alderson Donovan moved, seconded by Alderson Heuvelmans, to approve the resolution. Upon roll call vote, motion carried unanimously.

11. Alderson Donovan moved, seconded by Alderson Van Vonderen, to approve sending a letter to the WI Dept. of Administration to continue receiving distribution of lottery tax credit and school tax credit. Upon vote, motion carried unanimously.

12. Alderson Van Vonderen moved, seconded by Alderson Lueck, to approve the vouchers. Upon vote, motion carried unanimously.

13. Applications for Operator's Licenses were presented:

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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	VALLIER, MARGARET ANN	620 SUPERIOR ST.	DE PERE	WI	54115
Temporary Operator License for the 2010-2012 Licensing Period					
1	GIBSON, GARRON G.	1857 BRIARWOOD COURT	DE PERE	WI	54115
Operator Licenses for the 2010-2012 Licensing Period					
1	CONRAD, EMILY L.	140 COLT COURT	GREEN BAY	WI	54302
2	HERMANS, CASEY L.	1348 EASTMAN AVENUE	GREEN BAY	WI	54302
3	JIMENEZ, SERGIOZ B.	627 THELOSEN DRIVE	KIMBERLY	WI	54136
4	LUPANOVA, ROSITSA G.	1260 PERSHING ROAD, APT. 96	DE PERE	WI	54115
5	MARTA, JIM W.	1815 12TH AVENUE	GREEN BAY	WI	54304
6	MILLER, JACOB J.	911 THIRD STREET	DE PERE	WI	54115
7	OTTEN, AMANDA L.	1952 TERRY LANE	DE PERE	WI	54115
8	SCHEER, ARASUN L.	W4686 COUNTY ROAD BE	BONDUEL	WI	54107

Alderson Wilmet moved, seconded by Alderson Bauer, to deny Previously Tabled Operator License Application #2 and table Previously Tabled Operator License Application #1 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 Operator License Applications #1-7 and table Operator License Application #8 listed above. Upon vote, motion carried unanimously.

Item 14. Future Agenda Items. Alderson Donovan requested a street light be put in on the south side of the road on Red Maple Blvd. This request is referred to the Board of Public Works.

Upon motion by Alderson Van Vonderen, seconded by Alderson Lueck, the Common Council adjourned at 8:33 p.m.

Respectfully submitted,

Charlene M. Peterson
Clerk-Treasurer

RECOMMENDATIONS

March 13, 2012
De Pere, Wisconsin

Recommendations to the Honorable Mayor and Members of the Common Council as approved by the Board of Public Works at their duly convened meeting held on Monday, March 12, 2012:

- A. Recommend approval for the following regarding Le Brun Road:
 - a. Reconstruction of Le Brun Road from East River Drive to Wiese Park. 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 for this work to occur.
 - b. At this time, eliminate 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 for this work to occur.
 - c. Install sidewalk on the north side of Le Brun Road from Libal Street to Mc Castlen Street. Since this is in the Village of Allouez, the City will work with Allouez on this.
 - d. Work with Village of Allouez to apply for grant funding for installation of Pedestrian walkway/trails from Libal Street to East River Drive.
- B. Recommend award the bid for Equipment Project E12-01 Valve Maintenance Trailer to E. H. Wachs, 455 Comanche Cir, Harvard, IL in the amount of \$29,250.00, plus \$1,850.00 for a GPS upgrade for a Total of \$31,100.00.
- C. Recommend award the bid for Project 12-13 Crackfilling to American Pavement Solutions, Inc., 1455 Gruber Rd, Green Bay, WI in the amount of \$79,200.00.
- D. Recommend award the bid for Project 12-15 Televising to Northern Pipe Equipment, Inc. 1772 S. VandenBerg Road, Green Bay, WI in the amount of \$33,856.26.
- E. Recommend installation of City signage on US 41 as part of the DOT's US 41 project.
- F. Recommend Beautification Committee's request to install a planter island at the intersection of Jordan Road and Merrill Street.

Respectfully Submitted,

BOARD OF PUBLIC WORKS

Scott J. Thoresen, P.E.
Director of Public Works

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works S.J.T.
Date: March 8, 2012
Subject: Discussion of Le Brun Road

The purpose of this discussion is to update the BOPW regarding the proposed Le Brun Road project. At the February 13th BOPW meeting staff discussed the proposed joint project between the City and the Village of Allouez. The BOPW also took public comment on this matter at this meeting as well. No action was taken at this meeting and staff informed the Board this would be brought back for further consideration.

Since the last BOPW meeting staff has met with the Village to further discuss this project and concerns brought up by residents of both the City and the Village. The revised concept (see attached) for this project consists of:

- Reconstruct Le Brun Road from East River Drive to the park. The City would detach right of way and the Village would annex right of way. The City and Village would split project costs 50-50. As part of this project the Village would construct the street wide enough to accommodate a pedestrian / bike trail.
- Le Brun Road between Mc Castlen Street and East River Drive the street would not be constructed. The City and Village would construct a pedestrian / bike trail. The City and Village would split the costs 50-50. The street right of way would not be vacated.
- Install sidewalk on the north side of Le Brun Road from Libal Street to Mc Castlen Street.

The City and Village further discussed the possibility of getting funding from the DNR if the two communities jointly applied for a grant to construct the sidewalk and trail from Libal Street to the East River Trail.

The Village of Allouez Board met on March 6th to discuss the above revised project proposals and approved (see attached Village Board agenda):

- Reconstruct Le Brun Road from East River Drive to the park. Put in a bike/walking path on west Le Brun from Mc Castlen to East River Drive.
- Put in curb on both ends of west Le Brun and landscaping
- Traffic calming on Mc Castlen

According to the Village staff, the Board agreed to further evaluate sidewalk installation on the north side of Le Brun Road from Libal to Mc Castlen and construction of the trail from East River Drive to the park. The Village Board also agree to take over the street right of way on Le Brun Road from East River Drive to the park if the City would participate in cost sharing of the street reconstruction.

At this time, staff would recommend pursuing the revised attached proposal as discussed above.

AMENDED AGENDA

ALLOUEZ VILLAGE BOARD MEETING TUESDAY, MARCH 6, 2012 6:30 P.M., ALLOUEZ VILLAGE HALL

1. CALL TO ORDER / ROLL CALL
2. MODIFY / ADOPT AGENDA
3. ANNOUNCEMENTS
 - a. Committee Vacancies
 - b. Candidate Forum on March 13th at 6 pm
 - c. No Village Board Meeting on April 3rd due to Election
 - d. Resignation of Sue Zastrow and Michael Knight from Plan Commission
 - e. Regional Dinner Meeting will be held on May 17th
4. PUBLIC APPEARANCES

OLD BUSINESS:

5. ACTION RE: ADOPTION OF ORDINANCE 2012 - 01, AMENDING SECTION 5.03A, PARKING BOATS, TRAILERS AND MOBILE HOMES (from 10/6/11, 11/1/11, 11/15/11, 12/20/11, 1/17/12, 2/7/12, 2/14/12 – Trustee Gast)
6. ACTION RE: CODE ENFORCEMENT OFFICER SPREADSHEET OF CITATIONS (from 12/20/11 – M. Roberts)

NEW BUSINESS:

7. ACTION RE: APPROVAL OF CLASS B BEER AND LIQUOR LICENSE FOR P & T INVESTMENTS LLC - AGENT: TERESA LAMBRECHT dba TRAIL MIXERS BAR AND GRILL AT 2150 RIVERSIDE DRIVE
8. ACTION RE: PUBLIC WORKS MINUTES FROM FEBRUARY 23, 2012.
 - a. Recommendation to use remaining Phase 1 funding to reconstruct east LeBrun Road from East River Drive to Wiese Park and reconstruct Ravine Way, put in a bike/walking path on west LeBrun from McCastlen to East River Drive, put in curb on both ends of west LeBrun Road, and look into landscaping on west LeBrun and traffic calming on McCastlen.
 - b. Recommendation to implement an assessment policy for the replacement of private laterals on the Phase 1 street and utility reconstruction project.
9. ACTION RE: CONDITIONAL USE PERMIT FOR T-MOBILE FOR INSTALLATION OF CELL ANTENNA ON THE WEBSTER WATER TOWER (T. Flucke)
10. ACTION RE: CONDITIONAL USE PERMIT FOR T-MOBILE FOR INSTALLATION OF CELL ANTENNA ON CELLULAR TOWER LOCATED AT 1530 S. WEBSTER (SCHROEDER FLOWERS) (T. Flucke)

11. ACTION RE: APPROVAL OF CONTRACT WITH T-MOBILE FOR WATER TOWER CELL ANTENNA RENTAL (C. Berndt)
12. ACTION RE: APPROVAL OF CONTRACTS FOR PAVING, HYDRANT REPLACEMENT, AND CRACK SEALING (C. Berndt)
13. ACTION RE: REQUEST TO VACATE ALLEY EAST OF 2233, 2221, 2209, 2203 WEBSTER AVENUE (T. Flucke)
14. ACTION RE: APPROVAL OF ELECTION INSPECTOR
15. ACTION RE: CONSENT AGENDA
 - a. Approval of minutes dated 2/7/12, 2/21/12
 - b. Approval of accounts payable dated 2/3/12, 2/7/12, 2/8/12, 2/10/12, 2/17/12, 2/21/12, 2/23/12

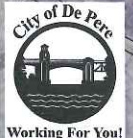
REPORTS/DISCUSSION:

16. DISCUSSION: CADET PROGRAM AND RIDING WITH THE POLICE (M. Roberts / DEO Loppnow)
17. DISCUSSION / PRESENTATION: HISTORICAL SIGN ADDITION TO THE WELCOME TO ALLOUEZ SIGNS (L. Green)
18. ADJOURNMENT

Le Brun Street Proposed Design

Legend

- Proposed Trail
- Detached From City
- Proposed Sidewalk
- StreetRedesign



Re-design Street Termini and Install Curb & Gutter.

Recreational Trail Constructed.

Detach City Portion to Village of Allouez

Village of Allouez

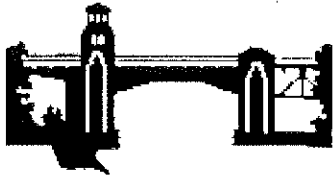
City of De Pere

1 inch = 250 feet

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2/6/12





Memorandum

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Scott Thoresen, Director of Public Works *S.T.*
Date: March 7, 2012
Subject: Consider Award E12-01 Valve Maintenance Trailer

Staff received the following bids for the E12-01 Valve Maintenance Trailer:

	Bid Amt	GPS Upgrades	Bid Amt Including GPS Upgrades
E.H. Wachs - Chuck Wolf	\$29,250.00	\$1,850.00	\$31,100.00
HD Supply Water Works	\$32,140.00	\$2,025.00	\$34,165.00
Ferguson Water Works (Davies Water)	\$38,250.00	\$0.00	\$38,250.00

I am recommending the purchase from E.H. Wachs in the amount of \$29,250.00, plus \$1,850.00 for a total of \$31,100.00 as they meet all specifications we requested for the Valve Maintenance Trailer.

The budgeted amount for this equipment purchase is \$32,000.00. The 2012 water utility budget has sufficient funding allocated for this purchase.

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Karen Heyrman, P.E., Assistant City Engineer
Date: March 8, 2012
Subject: Consider award for Project 12-13 Crackfilling

The Engineering Department received bids on Project 12-13 Crackfilling on March 8th. This work is for maintenance of streets and parking lots. The bids received were as follows:

Bidder	Amount
American Pavement Solutions, Inc.	\$79,200.00
Precision Seal Coating	\$82,710.00
Asphalt Seal & Repair, Inc.	\$84,150.00
Poblacki Paving Corporation	\$91,800.00
Fahrner Asphalt Sealers, LLC	\$128,700.00

\$100,000 was budgeted for this work in this work in the capital projects account. The staff recommendation is to award the bid to American Pavement Solutions, Inc. in the amount of \$79,200.

PROJECT 12-13 CRACKFILLING AND SEAL COATING

BID TAB

					BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
					American Pavement Solutions Inc.		Precision Seal Coating, Inc.		Asphalt Seal & Repair, Inc.		Poblocki Paving Corporation		Fahrner Asphalt Sealers, LLC	
General Spec. #	PAYMENT SECTION	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
32-01-2.1	22-05-1.12	Crackfilling	LB	90,000	\$0.88	\$79,200.00	\$0.92	\$82,710.00	\$0.94	\$84,150.00	\$1.02	\$91,800.00	\$1.43	\$128,700.00
		Total Amount Bid				\$79,200.00		\$82,710.00		\$84,150.00		\$91,800.00		\$128,700.00

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Karen Heyrman, P.E., Assistant City Engineer
Date: March 8, 2012
Subject: Consider award for Project 12-15 Televising

The Engineering Department received bids on Project 12-15 Televising on March 8th. This work is for maintenance of sewers. The bids received were as follows:

Bidder	Amount
Northern Pipe Equipment, Inc.	\$33,856.26
PLC Water Jetting Services, Inc.	\$45,997.95
Speedy Clean Drain & Sewer,	\$57,793.20
Great Lakes TV Seal, Inc.	\$62,979.06
Green Bay Pipe & TV, LLC	\$80,244.87
National Power Rodding Corp.	\$165,705.01

\$50,000 was budgeted for this work in the capital outlay account. The staff recommendation is to award the bid to Northern Pipe Equipment, Inc. in the amount of \$33,856.26.

PROJECT 12-15 TELEVISIONING
BID TAB

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				Northern Pipe Equipment, Inc.		PLC Water Jetting Service, Inc.		Speedy Clean Drain & Sewer		Great Lakes TV Seal, Inc.		Green Bay Pipe & TV, LLC		National Power Rodding Corporation	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SP-1	SEWER CLEANING (6 INCH- 27 INCH)	LF	38,802	\$0.33	\$12,804.66	\$0.55	\$21,341.10	\$0.75	\$29,101.50	\$0.72	\$27,937.44	\$0.83	\$32,205.66	\$1.74	\$67,515.48
SP-2	SEWER CLEANING (30 INCH- 48 INCH)	LF	4,262	\$0.33	\$1,406.46	\$0.55	\$2,344.10	\$0.75	\$3,196.50	\$0.90	\$3,835.80	\$0.87	\$3,707.94	\$3.82	\$16,280.84
SP-3	SEWER CLEANING (50 INCH- 72 INCH)	LF	4,597	\$0.30	\$1,379.10	\$0.55	\$2,528.35	\$0.75	\$3,447.75	\$1.00	\$4,597.00	\$1.00	\$4,597.00	\$4.77	\$21,927.69
SP-4	SEWER TELEVISIONING (6 INCH- 27 INCH)	LF	38,802	\$0.33	\$12,804.66	\$0.40	\$15,520.80	\$0.45	\$17,460.90	\$0.48	\$18,624.96	\$0.80	\$31,041.60	\$1.00	\$38,802.00
SP-5	SEWER TELEVISIONING (30 INCH- 48 INCH)	LF	4,262	\$0.33	\$1,406.46	\$0.40	\$1,704.80	\$0.45	\$1,917.90	\$0.54	\$2,301.48	\$0.83	\$3,537.46	\$1.00	\$4,262.00
SP-6	SEWER TELEVISIONING (50 INCH- 72 INCH)	LF	4,597	\$0.36	\$1,654.92	\$0.40	\$1,838.80	\$0.45	\$2,068.65	\$0.54	\$2,482.38	\$0.93	\$4,275.21	\$1.00	\$4,597.00
SP-7	ROOT CUTTING	LF	400	\$3.00	\$1,200.00	\$0.85	\$340.00	\$0.75	\$300.00	\$4.00	\$1,600.00	\$1.00	\$400.00	\$15.40	\$6,160.00
SP-8	REMOVING MINERAL DEPOSITS	LF	400	\$3.00	\$1,200.00	\$0.95	\$380.00	\$0.75	\$300.00	\$4.00	\$1,600.00	\$1.20	\$480.00	\$15.40	\$6,160.00
Total Amount Bid					\$33,856.26		\$45,997.95		\$57,793.20		\$62,979.06		\$80,244.87		\$165,705.01

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works S.J.T.
Date: March 6, 2012
Subject: Discussion of Installation of City Signage on US 41

The City has requested installation of a "Downtown De Pere" exit sign on US 41 as part of the Wisconsin Department of Transportation's (DOT) US 41 project. (See attached) This sign will be shared with St. Norbert College. The cost of the sign is \$15,000 and is to be split between the City and St. Norbert College. In order to participate and have this sign installed as part of the DOT's project they need a commitment letter from the City (See attached email request)

Staff is recommending the sign be installed as part of the DOT's US 41 project. Funding of \$7,500 will come from the capital projects account designated for the DOT project.

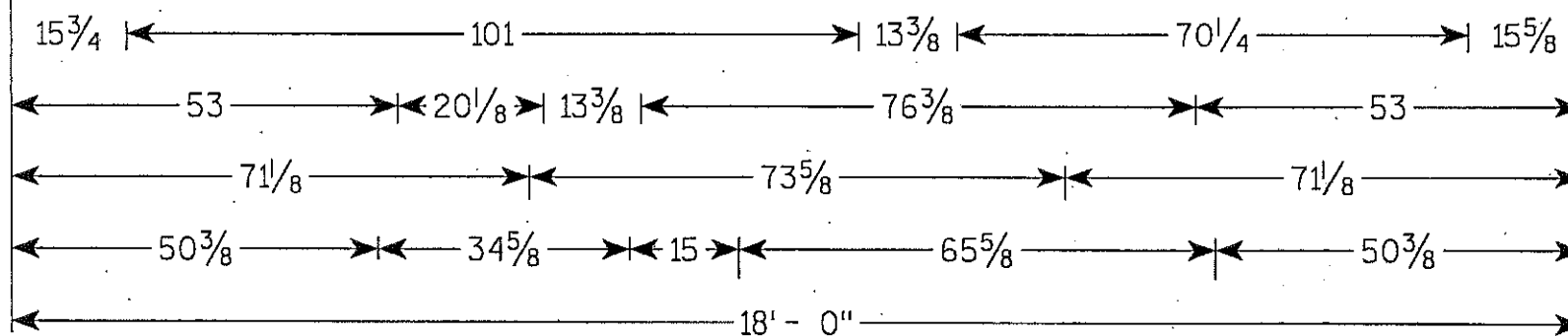
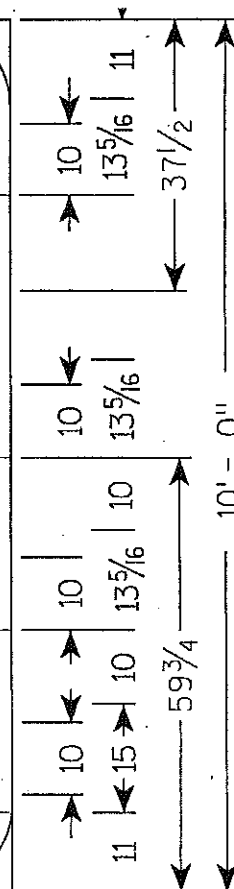
Downtown DePere

150

St Norbert

College

EXIT 163 A



3" Border
12" Radius

Scott Thoresen

From: Frewerd, Michael - DOT <michael.frewerd@dot.wi.gov>
Sent: Tuesday, March 06, 2012 7:54 AM
To: Scott Thoresen
Subject: Downtown De Pere sign on NB 41

Hi Scott,

I believe that you are aware of the proposed "Downtown De Pere/ St. Norbert's " signs for USH 41. (please let me know if you're not familiar with it)

For the signs to be installed, we need a letter of commitment to pay the costs to fabricate and install the signs. The estimate for the signs is \$15,000 and if we get the commitment from the city soon, the signs will be added to the project this summer. If we don't get the commitment letter soon the estimate will go up because we would have to have a contractor come back in and change the St. Norbert's signs. The costs for the signs will be split between the city and St. Norbert's (we already have a commitment letter from St. Norbert's) if we can get this finalized soon.

Thank you,
Mike Frewerd
Traffic Supervisor
Wis DOT NE Region
(920) 492-5653

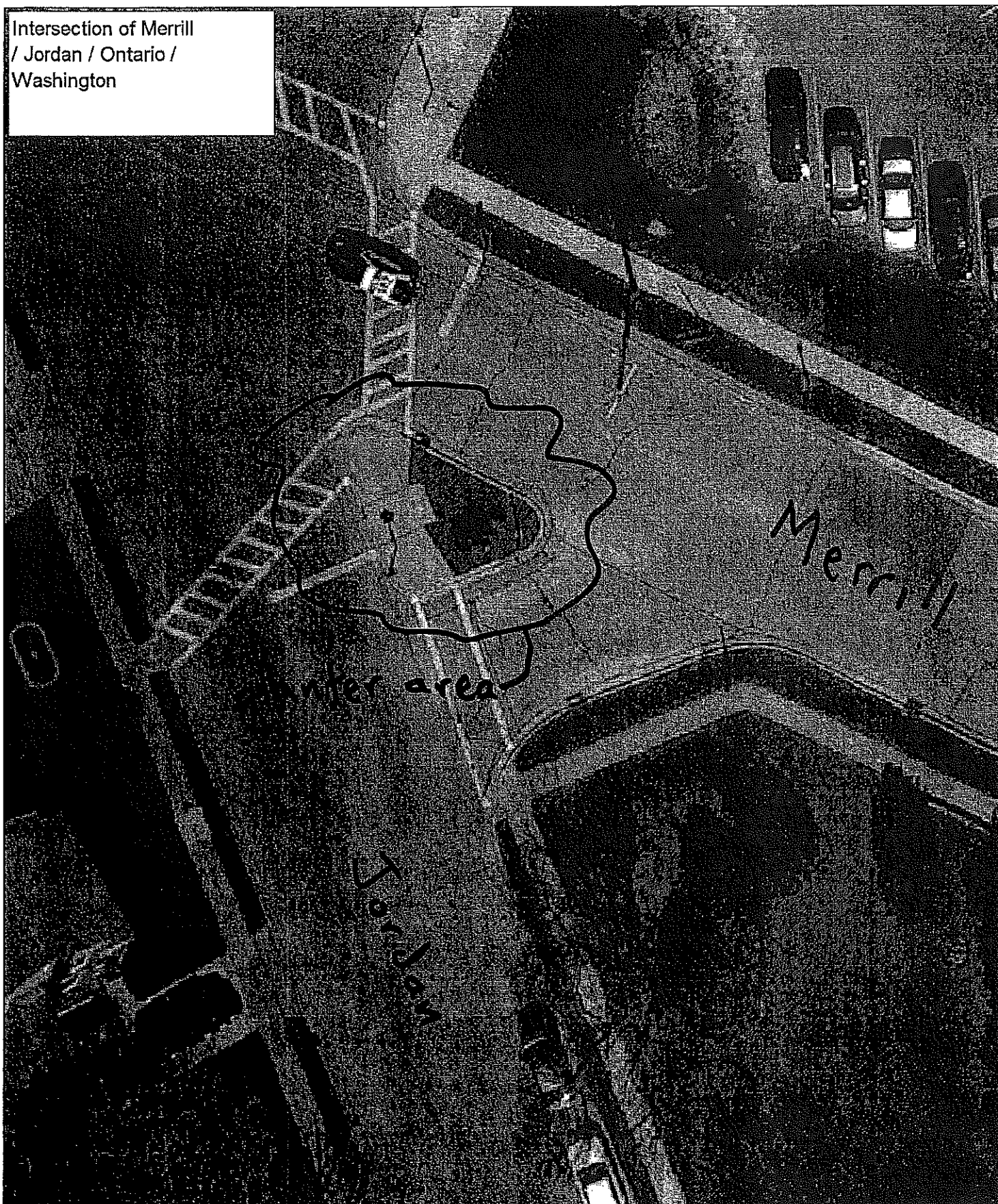
City of De Pere Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works S.J.T.
Date: March 7, 2012
Subject: Discussion of Beautification Committee Request For Planter Island

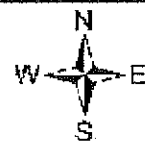
The City received a request from the Beautification Committee to have the ability to improve the traffic island at the intersection of S. Ontario / S. Washington / Merrill / Jordan. (See attached aerial photo) The committee's volunteers would like to make this area a planter island similar to the island at the intersection of Third & Main at the west end of the Claude Allouez Bridge. As in the past, City staff would assist the committee to establish the planter island using existing decorative retaining wall blocks. Staff recommends allowing the planter island to be installed as long as it does not impair the vision clearance area for traffic and there is no conflict with pedestrian crossings.

Intersection of Merrill
/ Jordan / Ontario /
Washington



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



Scale 1:240

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: March 12, 2012
Subject: Sanitary Service Line Replacement

Background

At the July 13th, 2009 Board of Public Works meeting, an agenda item was discussed on a Special Assessment Policy for Replacing Sanitary Laterals. Based on the meeting minutes (see attached), there was discussion if lateral/service line replacement should be assessed, and if so from where, when the street is being reconstructed and the sewer being replaced. There is not a standard that communities in the area are following. Staff was directed to research what other communities are doing.

Discussion

Staff contacted other communities in the area to determine policies. A table summarizing the survey has been included on the last page of this memo.

Policy/Recommendation

Based on discussion and research, Staff is recommending that the sanitary service line replacement policy be formalized as follows:

- (1) If the street is being reconstructed, and the sanitary main is being replaced due to deterioration, sanitary service lines should be replaced to the property line. The cost for service line replacement will not be assessed to the property owner.
- (2) If the sanitary sewer is being replaced due to deterioration, but not the street, the sanitary service lines should be replaced to the property line. The cost for the service line replacement will not be assessed to the property owner.
- (3) For street resurfacing, the City may choose to line the sanitary sewer main. If sewer lining is done, the sanitary service lines will not be lined or replaced.
- (4) If water main and water services are being replaced and the sanitary service lines are close to the water service such that damage may occur, the sanitary service lines will be replaced.
- (5) Property owners are responsible for sanitary service line replacement from the house to the sanitary sewer if not part of the City project as identified above.
- (6) The property owners will continue to own the sanitary service lines from the house to the sanitary sewer main and will be responsible for all maintenance.

The estimated cost for a sanitary service line replacement is \$3000. The cost for service line replacement by the City, if approved, would be included in the Sewer Management, Sewer Relay or Sewer Management, Sewer Repair worksheets and be funded through the sewage revenue fund.

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works

From: Eric P. Rakers, P.E., City Engineer

Date: March 12, 2012

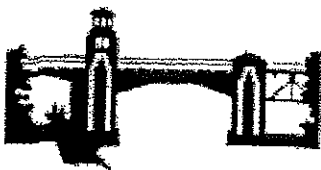
Subject: Sanitary Service Line Replacement (Cont'd)

Table

Municipality	Who owns (1)	Who maintains line? (2)	Distance replaced? (3)	Who pays? (4)
Ashwaubenon	Municipality	Municipality	Main to right-of-way	Municipality
Bellevue	Property owner	Property Owner	Distance not stated	Property owner
Green Bay	Property owner	Property Owner	Five feet beyond the back of curb	Municipality
Hobart	Municipality	Municipality	Distance not stated	Municipality
Howard	Property Owner	Property Owner	Main to right-of-way	Municipality
Suamico	Municipality	Municipality	Main to right-of-way	Municipality
Wrightstown	Property owner	Property owner	Distance not stated	Property owner

Notes:

- (1) Question refers to who owns the sanitary service line from the sewer main to the right-of-way (Municipality or Property Owner).
- (2) This question is for the sanitary service line from the sewer main to the right-of-way. It is assumed that the property owner owns and maintains the sanitary service line from the right-of-way to the house for all municipalities.
- (3) This is the distance the sanitary service line is replaced if the street is being reconstructed.
- (4) This question refers to who pays for the sanitary service line replacement if replaced as part of the street construction.



Memorandum

Date: April 28, 2009

To: Honorable Mayor Walsh
Members of the Board of Public Works

From: Lee Schley, P.E.
City Engineer

Subject: Discuss establishing a Special Assessment Policy for Replacing Sanitary Laterals.

Discussion: This review is to establish a procedure for special assessing the cost of replacement of old sanitary laterals on reconstruction, sanitary sewer relays or watermain relay projects. The property owner is responsible for sanitary laterals from the home to the connection to the main in the street. In the above projects the department has established a procedure to replace the laterals because of existing condition or I & I which is typical of older laterals. This request is to set an assessment to the property owners for the cost of lateral replacement.

Fiscal Impact: None

Recommendation: To establish a special assessment for replacing sanitary sewer laterals.

6. Discuss Bike and Pedestrian flow interfering with traffic on Lost Dauphin Rd – Presented by Alderperson Boyd

Scott Thoresen, Public Works Director, reported to the Board that this item was referred to the Brown County Planning Commission. Alderperson Heuvelmans opened discussion on a bike lane. Lee Schley, City Engineer, stated that the road was not constructed to accommodate a bike lane, however, it may be able to be designated as a bike route, which allows the lane to be shared by vehicles and bicyclists. Lee will address this item to the County.

7. Discuss establishing a Special Assessment Policy for replacing Sanitary Lateral

Scott Thoresen, Public Works Director, updated the Board on this item. Lee Schley, City Engineer, reiterated the plan that was provided in the packet, adding that there is not a consistent means of assessing per other municipalities that he spoke to. Other municipalities are doing assessments from the property line, the main line and center of the road. Further discussion was held about how the City should assess. Lee noted that Ashwaubenon only assesses to the property line. The Board requested that they be presented data at the next Board meeting as to where Ashwaubenon gets the funds to pay for these laterals and what other municipalities are doing as well. Scott cautioned the Board on changing the code and discussed the need for replacing old laterals and added that Slip Lining is now being done and is an effective way to help resolve the problem. Lee stated that it could cost approximately \$3,000 for a homeowner to Slip Line from home to lateral.

Lee stated that at this time, for the Wisconsin reconstruction project, that the property owner that wants their lateral replaced pays from main line to terrace. An I&I consultant was also discussed.

8. Discuss the Policy for Notifying Property Owners of all Street Projects

Scott Thoresen, Public Works Director, updated the Board on the Policy drafted by Lee Schley, City Engineer, for street project notification to residents, which was included in their packet. A discussion was held regarding a recent Informational Meeting where worst-case scenarios were presented to the public. Alderperson Donovan stated it appeared to be a "scare tactic". Scott and Lee both supported giving all information, as well as projected costs of future concrete repairs to the residents so that they could make a well-informed decision. A motion was made by Alderperson Donovan to approve the policy for notification of property owners of all street projects, seconded by Alderperson Heuvelmans. Upon vote, motion was carried unanimously.

9. Approve Final Design for Bumpouts on Chicago St

Scott Thoresen, Public Works Director, updated the Board on this item. He added that there will be no Bumpouts on Erie Street and Webster Ave. Erie Street Bumpouts would not accommodate truck traffic as well staff felt that installation of Bumpouts would impede westbound traffic turning right. It was also felt that this intersection is an All-way Stop intersection allowing pedestrians an easier access to cross the street. Webster Ave is a County Trunk Road and bumpout installation wouldn't accommodate for truck traffic as well. Construction is scheduled to begin in three weeks. A motion was made by Alderperson Donovan to approve the final design, seconded by Alderperson Boyd. Upon vote, motion was carried unanimously.

10. Review hiring a Consultant for Design Services for Jordan Rd

Scott Thoresen, Public Works Director, updated the Board on this item. \$178,000 of Federal Stimulus funding is available for this project but the design needs to be submitted to the state by Oct 1st. Due to time constraints, Scott is recommending that Robert E. Lee be hired to assist so that we can make the state mandated deadline and receive these funds. The Board was informed that if the opportunity

2

RECOMMENDATION

March 13, 2012
De Pere, Wisconsin

Recommendation to the Honorable Mayor and Members of the Common Council as approved by the Finance/Personnel Committee at their duly convened meeting held March 13, 2012:

Recommendation on the following to approve:

- A. Wellness Program for City employees.
- B. 2012 dental insurance renewal and premiums.

Respectfully Submitted

Finance/Personnel Committee

Lawrence Delo
City Administrator

Memo

City of De Pere

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director 
RE: Consider Request To Approve A Wellness Program For City Employees
Date: March 8, 2012

According to the American Medical Association and the Centers for Disease Control, approximately 75 cents of every dollar on healthcare in this country is spent on treatment of a disease that could have been prevented. If we can assist our employees in making better choices, such as diet and exercise, the potential cost savings could be endless. That's where wellness programs come in.

Attached is a comprehensive yearly wellness program that I would like to roll out for our employees beginning May 1, 2012. Employees are able to pick and choose what types of wellness programs they are interested in participating in. Employees will receive points for things such as participating in run/walk events such as the Bellin Run. They will also receive points for getting an annual physical, dental exams/cleanings, attending exercised-based classes, etc. A small incentive is built into the program to reward employees for achieving a certain number of points.

The cost to run this wellness program is minimal. It's estimated we would spend between \$1200 and \$1500 per year. Wellness programs are proven to have a return on investment. For every dollar spent on a company wellness program, the estimated cost savings is between \$2.30 and \$10.10 through decreased absenteeism, fewer sick days, lowered health and insurance costs, and improvements to employee performance and productivity. The money for the wellness program will be taken out of the health fund.

As part of this wellness program, we will be encouraging employees to attend exercise-based classes. The City's Parks and Recreation Department offers many exercised-based classes that get people moving. We would like to steer our people towards our programs versus other work-out facility companies in the area. For one reason, our programs generate revenue for the City of De Pere. The other reason is we feel people may be more inclined to attend a program in De Pere because they are a City employee.

Parks Director, Marty Kosobucki, and I are suggesting we allow our employees and their immediate family members to join exercise-based classes at the same 25% discounted rate currently available to senior citizens. We only have a handful of employees and/or family members participating in current classes so the decrease in revenue would be very minimal. If we can encourage people to take classes and get people moving, as mentioned above, we will have a return on our investment with decreased absenteeism and sick days for employees and lowered health insurance costs for employees and their family members.

In summary, I am recommending you approve a wellness program for our permanent part-time/full-time employees (this program would not apply to our casual/seasonal

Memo (continued)

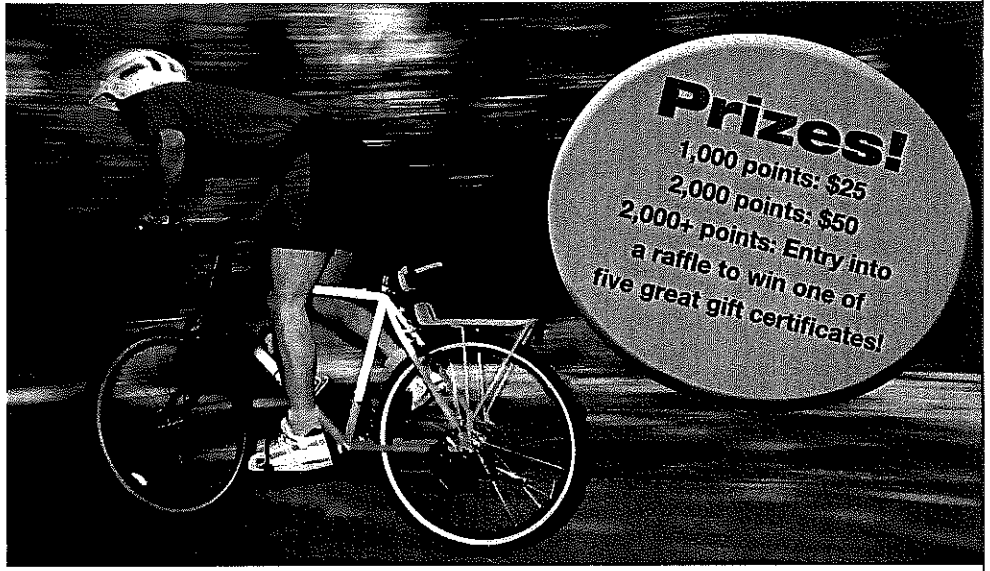
Page 2

employees), as well as allow employees and their immediate family members to participate in exercise-based classes at a 25% discounted rate. Approval of the discounted rate recommendation is contingent upon Park Board approval at its March 15, 2012 meeting.

If you have any questions, please feel free to contact me at 339-4045.

cc: Martin Kosobucki, Parks, Recreation and Forestry Director
Stephanie Aerts, Parks & Recreation Supervisor
Paula Rahn, Community Center Manager

Attachment



Prizes!
 1,000 points: \$25
 2,000 points: \$50
 2,000+ points: Entry into
 a raffle to win one of
 five great gift certificates!

City of De Pere

Wellness Incentive Program!

The City of De Pere presents the 2012 Wellness Incentive Program! Your health is important to us. In the coming 12 months, we challenge you to make healthy choices: have screenings, exercise, and bone up on your wellness knowledge. Making the effort to be healthy can pay off in so many ways!

Your Goal:

Accumulate as many points as possible (while improving your health).

How to Get Points:

Complete any of the listed activities.

	Points Each	Points Total
1. Annual physical	200	200
2. Quarterly screenings • Blood Pressure • Body Fat	50	200
3. Preventive care (max of 2): • Dental Exam • Eye Exam • Flu Shot • Mammogram • Colonoscopy • Prostate-Specific Antigen (PSA) Test	200	400
4. Activity programs • Nutrition classes • Wellness Challenges	200	800
5. Charity/community walk (max of 4)	100	400
6. Educational seminar (max of 4)	50	200
7. Monthly exercise		
15x / month	50 per month	600
20x / month	100 per month	1200
(Minimum of 30 minutes each time)		

Qualification Criteria

WIN Prizes *with De Pere's* Wellness Incentive Program!

Activity #1:

Annual Physical

Complete and have your physician sign the "Screening Completion Form." Send it interoffice to Stephanie Aerts.

Activity #2:

Quarterly Blood Pressure/Body Fat Screens

Must have BOTH blood pressure and body fat percentage/BMI recorded. Blood pressure may be taken anywhere. Body fat machines are available at each site < [click here](#) > to find the contact person for your site. Complete the "Quarterly Blood Pressure/Body Fat Screen Form" and send it interoffice to Stephanie Aerts.

Activity #3:

Preventive Screenings

Complete and have your physician sign the "Screening Completion Form." Send it interoffice to Stephanie Aerts.

Activity #4:

Activity Programs

Details on the Wellness Challenges will be announced at a later date. Participate in a smoking cessation program to learn the steps you need to quit smoking and how to maintain your new, nonsmoking lifestyle. Attend Nutrition Classes--this may include those offered by Prevea, Weight Watchers, LA Weight Loss, etc.

Activity #5:

Charity/Community Walk

Participate in up to 4 charity or community walks throughout the year. Report your participation by sending a copy of your race bib to Stephanie Aerts.

Activity #6:

Educational Wellness Seminars

Attend up to 4 Prevea or community wellness seminars throughout the year. Report your participation by completing the "Participation Log" and send it interoffice to Stephanie Aerts.

Activity #7:

Exercise

Exercise at least 15x or 20x a month, for a minimum of 30 minutes each time. Track your progress on www.presidentschallenge.org or on paper form. Click [here](#) for instructions on how to create your Presidents Challenge account.

To register please contact Stephanie Aerts at (920) 339-4066 or by email at saerts@mail.de-pere.org.

Memo

City of De Pere

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director 
RE: Consideration of 2012 Dental Renewal and Premiums
Date: February 29, 2012

We have completed the renewal analysis for the City of De Pere Employee Dental Plan. The dental plan is self-funded like our health plan with our premiums directly paying for our claims.

I have completed the renewal analysis for the City of De Pere Employee Dental Plan. I have met with our insurance consultant, McClone, and Humana Insurance regarding the renewal. Over the past two years we have experienced slight premium increases of 9% and 2% due to minor increases in claims. This year we are fortunate as our funding has exceeded our claims, and we are carrying a comfortable fund balance. Therefore, for the upcoming renewal, we recommend a 0% increase in premiums.

For your information, the City contributes a fixed \$30 per month per employee for dental insurance. Any cost or increase over \$30 per month will not be absorbed by the City, but by the employee.

Listed below is the current/recommended premium:

	2012 Premium	Employee Portion Per Payroll
Single Plan	\$34.53	\$2.09
Family Plan	\$104.99	\$34.61

We would recommend approving the above dental renewal rates for the June 1, 2012 through May 31, 2013 insurance period.

If you have any questions in advance of your meeting, please contact me at 339-4045.

Thank you.

ORDINANCE #12-07

AMENDING CHAPTER 150 DE PERE MUNICIPAL CODE
REGARDING TRAFFIC REGULATIONS

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

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

No Parking
ADDITION

<i>Street</i>	<i>Side of street</i>	<i>From curbline or ft./dir. of curbline</i>	<i>To curbline or ft./dir. of start</i>
Lawrence Drive	E	Southerly City limits	720/N of centerline of County Clare Road

DELETION

<i>Street</i>	<i>Side of Street</i>	<i>From curbline or ft./dir. of curbline</i>	<i>To curbline or ft./dir. of start</i>
Fourth	W	Reid	170/N

ADDITION

<i>Street</i>	<i>Side of Street</i>	<i>From curbline or ft./dir. of curbline</i>	<i>To curbline or ft./dir. of start</i>
Fourth	W	Reid	190/N

Section 2: §150-23, SCHEDULE A (Speed Limits) is hereby amended as follows:

DELETION

<i>Street</i>	<i>From</i>	<i>To</i>
35 Miles Per Hour		
Lawrence Drive	South Line of Naz Car Trac Subdivision	South City Limits

Section 3. §150-23, SCHEDULE F (Turning and Lane Designation) is hereby amended as follows:

ADDITION

<i>From/Direction</i>	<i>Lane/Approaching</i>	<i>To</i>
No U Turn		
Scheuring Road (east bound)	Left/Scheuring Road	Scheuring (500 feet West of 9 th Street)

Section 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5: This ordinance shall take effect on and after its publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of

March, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Charlene M. Peterson, Clerk-Treasurer

Ayes: _____

Nays: _____

RESOLUTION #12-14
AUTHORIZING ADDENDUM TO
1999 COOPERATION AGREEMENT
REGARDING THE IMPOSITION AND DIRECTION OF
ADDITIONAL ROOM TAX REVENUE

WHEREAS, the City of De Pere, the City of Green Bay, the Village of Allouez, the Village of Ashwaubenon, the Village of Bellevue, Village of Howard and the Village of Suamico, all Wisconsin municipal corporations, (collectively the "Municipalities"), are, among others, parties to a Cooperation Agreement dated as of May 18, 1999 ("Cooperation Agreement"), relating to the construction and long term financing, through the pledge of room tax revenues, of a convention center and other tourism facility improvements, as described in the Cooperation Agreement; and

WHEREAS, the Municipalities are also parties to a Room Tax Commission and Tourism Zone Agreement dated August 29, 1997, in which the Municipalities agree they are a "Zone" for purposes of the Room Tax Act (Wis. Stats. §66.0615 *et seq.*) in that they are perceived as a single destination by the traveling public; and

WHEREAS, the Municipalities wish to enter into the attached Addendum to the Cooperation Agreement (Exhibit 1) to increase room tax collections within the Tourism Zone and to direct such revenue to the Trustee under the Cooperation Agreement for periodic disbursement to the Greater Green Bay Convention & Visitors Bureau, Inc., a non-profit corporation ("CVB") which is the tourism entity for the Zone under the Tourism Entity Agreement dated January 1, 1999 between the CVB and the Room Tax Commission as required under Wis. Stats. §66.0615(1m)(b)2; and

WHEREAS, the City of De Pere supports a Brown County debt service payment guarantee for up to \$12 million in bonds to be issued by the City of Green Bay for expansion of the KI Convention Center using excess room tax dollars in the Room Tax Stabilization Fund, until the existing bonds for the KI Convention Center are paid.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Addendum to 1999 Cooperation Agreement as is attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of March, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Charlene M. Peterson, Clerk-Treasurer

Ayes: _____

Nays: _____

ADDENDUM TO 1999 COOPERATION AGREEMENT

This ADDENDUM TO 1999 COOPERATION AGREEMENT (this “**Addendum**”) is made as of _____, 2012, by and among the City of De Pere, a Wisconsin municipal corporation and political subdivision, the City of Green Bay, a Wisconsin municipal corporation and political subdivision, the Village of Allouez, a Wisconsin municipal corporation and political subdivision, the Village of Ashwaubenon, a Wisconsin municipal corporation and political subdivision, the Village of Bellevue, a Wisconsin municipal corporation and political subdivision, and the Village of Howard, a Wisconsin municipal corporation and political subdivision (collectively, the “**Municipalities**”) and Brown County, a Wisconsin municipal corporation and political subdivision (the “**County**”).

WHEREAS, the Municipalities are parties to a Cooperation Agreement, dated as of May 18, 1999 (the “**Cooperation Agreement**”), which concerned the development and redevelopment of certain areas designated in the Cooperation Agreement as the “Improvement Areas” and the promotion and development of conventions and other forms of tourism within the Improvement Areas as matters of group interest and, among other things, provided for the pledging and utilization of “Room Tax Revenues” (as defined therein); and

WHEREAS, pursuant to the Cooperation Agreement, the Municipalities, together with Associated Bank Green Bay, National Association (now known as Associated Trust Company, National Association), as trustee (the “**Trustee**”), entered into a Pledge and Security Agreement, dated as of July 1, 1999 (the “**Pledge and Security Agreement**”), which provided that all Room Tax Revenues shall be deposited with the Trustee and allocated as provided therein, namely, a portion to the Room Tax Administrative Fund established under the Pledge and Security Agreement and the remaining portion to the bonds issued under both the Indenture of Trust, dated as of December 1, 1999 (the “**Ashwaubenon Indenture**”), from the Community Development Authority of the Village of Ashwaubenon to the Trustee, and the Indenture of Trust, dated as July 1, 1999 (the “**Green Bay Indenture**”), from the Redevelopment Authority of the City of Green Bay to the Trustee; and

WHEREAS, Section 8.08 of the Ashwaubenon Indenture provides that Room Tax Revenues received by the Trustee with respect to the bonds issued under the Ashwaubenon Indenture shall be applied first to the Bond Fund created thereunder until the amount on deposit equals the aggregate of the amount of interest and principal to be paid on bonds issued thereunder with respect to the current bond year, thereafter to the Debt Service Reserve Account created thereunder until fully funded, and lastly to the Room Tax Stabilization Fund created thereunder; and

WHEREAS, Section 8.08 of the Green Bay Indenture provides that Room Tax Revenues received by the Trustee with respect to the bonds issued under the Ashwaubenon Indenture shall be applied first to the Bond Fund created thereunder until the amount on deposit equals the aggregate of the amount of interest and principal to be

paid on bonds issued thereunder with respect to the current bond year and thereafter to the Room Tax Stabilization Fund created thereunder; and

WHEREAS, under both Section 8.08 of the Ashwaubenon Indenture and Section 8.08 of the Green Bay Indenture, amounts in the Room Tax Stabilization Fund shall, at the election of the County, be made available to the respective bond issuer, for various uses, including, upon direction of the County for other tourism activities and promotion; and

WHEREAS, the Municipalities are also parties to a Room Tax Commission and Tourism Zone Agreement dated August 29, 1997, in which the Municipalities agree they are a "Zone" for purposes of the Room Tax Act (Wis. Stats. §66.0615 *et seq.*) in that they are perceived as a single destination by the traveling public; and

WHEREAS, the Municipalities wish to enter into this Addendum to the Cooperation Agreement to increase room tax collections within the Zone and, to the extent permitted under the Pledge and Security Agreement, the Ashwaubenon Indenture, and the Green Bay Indenture, to direct such revenue to the Greater Green Bay Convention & Visitors Bureau, Inc., a non-profit corporation (the "CVB"), which is the tourism entity for the Zone under the Tourism Entity Agreement dated January 1, 1999 between the CVB and the Room Tax Commission as required under Wis. Stats. §66.0615 (1m) (b) 2[]; and

WHEREAS, the Green Bay Area Room Tax Commission, the Redevelopment Authority of the City of Green Bay, Wisconsin, and the Community Development Authority of the Village of Ashwaubenon, Wisconsin, which are parties to the Cooperation Agreement but not this Addendum, are asked to acknowledge this Addendum].

NOW THEREFORE, in consideration of the premises and the mutual promise and other obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Municipalities agree as follows:

1. The Municipalities agree to enact such resolutions and ordinances and take all other municipal acts as are necessary to affect the levy, enforcement and collection of a 2% increase in room tax from an 8% room tax rate to a room tax rate of 10% (the "**2% increase**").

2. All Room Tax Revenues derived from the 2% increase shall, in accordance with Section 3.10 of the Pledge and Security Agreement, be deposited with the Trustee and allocated as provided therein. The County agrees that it shall make an election under the Ashwaubenon Indenture and the Green Bay Indenture, with respect to the Room Tax Stabilization Fund, directing that periodically an aggregate amount equal to the 2% increase (determined with respect to the amounts of Room Tax Revenues collected during the preceding year) be made available for other tourism activities and

promotion, more specifically, directing that such amount should be paid to the CVB in its capacity as the tourism entity for the Zone; *provided, however*, in the event that the election of the County would in any year cause the occurrence of a Room Tax Deficiency (as defined in the Cooperation Agreement), then the amount to be paid to the CVB should be the largest amount that may be made available without causing the occurrence of a Room Tax Deficiency.

3. Nothing herein shall prevent the Municipalities from taking additional actions, if they deem necessary, to increase the room tax rate by an additional amount to ensure room tax revenue to the CVB equal to the 2% increase.

4. All Room Tax Revenues pledged by the Municipalities under the Cooperation Agreement shall continue to be directed as required under the Cooperation Agreement and the Pledge and Security Agreement. Nothing in this Addendum shall be construed to limit, change, amend or otherwise alter the obligations and requirements imposed upon each Municipality by the Cooperation Agreement and the Pledge and Security Agreement.

5. This Addendum may be signed in any number of counterparts with the same effect as if the signatures hereto were upon the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

APPROVED AS TO FORM:

CITY OF GREEN BAY

By: _____
Name: _____
Its: Municipal Attorney

By: _____
Name: James J. Schmitt
Its: Mayor

Countersigned:

Name: Kris A. Teske
Its: Interim City Clerk

Address for Notices:
City of Green Bay
Attn: Clerk
100 N. Jefferson Street
Green Bay, WI 54301

APPROVED AS TO FORM:

CITY OF DE PERE

By: _____
Name: _____
Its: Municipal Attorney

By: _____
Name: Michael J. Walsh
Its: Mayor

Countersigned:

Name: Charlene M. Peterson
Its: Clerk-Treasurer

Address for Notices:
City of De Pere
Attn: Clerk-Treasurer
335 S. Broadway Street
De Pere, WI 54115

APPROVED AS TO FORM:

VILLAGE OF ALLOUEZ

By: _____
Name: _____
Its: Municipal Attorney

By: _____
Name: Steve Vanden Avond
Its: President

Countersigned:

Name: Debbie Baenen
Its: Clerk-Treasurer

Address for Notices:
Village of Allouez
Attn: Clerk-Treasurer
1900 Libal Street
Green Bay, WI 54301

APPROVED AS TO FORM:

VILLAGE OF ASHWAUBENON

By: _____
Name: _____
Its: Municipal Attorney

By: _____
Name: Michael W. Aubinger
Its: President

Countersigned:

Name: Dawn Collins
Its: Clerk

Address for Notices:
Village of Ashwaubenon
Attn: Clerk-Treasurer
2155 Holmgren Way
Green Bay, WI 54304

APPROVED AS TO FORM:

VILLAGE OF BELLEVUE

By: _____
Name: _____
Its: Municipal Attorney

By: _____
Name: Howard Ward
Its: President

Countersigned:

Name: April Little
Its: Clerk-Treasurer

Address for Notices:
Village of Bellevue
Attn: Clerk-Treasurer
24 West Main Street
P.O. Box 79
Belleville, WI 53508

APPROVED AS TO FORM:

VILLAGE OF HOWARD

By: _____
Name: _____
Its: Municipal Attorney

By: _____
Name: Burt R. McIntyre
Its: President

Countersigned:

Name: Christopher Haltom
Its: Clerk

Address for Notices:
Village of Howard
Attn: Clerk
2456 Glendale Avenue
Green Bay, WI 54313

APPROVED AS TO FORM:

VILLAGE OF SUAMICO

By: _____
Name: _____
Its: Municipal Attorney

By: _____
Name: Patricia Gaura-Jelen
Its: President

Countersigned:

Name: Bonnie Swan
Its: Clerk

Address for Notices:
Village of Suamico
Attn: Clerk
2999 Lakeview Drive
Suamico, WI 54173

APPROVED AS TO FORM:

BROWN COUNTY, WISCONSIN

By: _____
Name: _____
Its: Attorney

By: _____
Name: Troy Streckenbach
Its: County Executive

Countersigned:

By: _____
Name: Darlene K. Marcelle
Its: Clerk

Address for Notices:
Brown County, Wisconsin
Attn: Clerk
305 East Walnut Street
P.O. Box 23600
Green Bay, WI 54305-3600

Acknowledged By:

**GREEN BAY AREA ROOM
TAX COMMISSION**

By: _____

Name: _____

Its: Chairman

Countersigned:

By: _____

Name: _____

Its: Secretary

Address for Notices:

Green Bay Area Room Tax Commission
Room 200, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

Acknowledged By:

APPROVED AS TO FORM:

**REDEVELOPMENT AUTHORITY
OF CITY OF GREEN BAY,
WISCONSIN**

By: _____

Name: _____

Its: Attorney

By: _____

Name: _____

Its: Chairman

Countersigned:

By: _____

Name: _____

Its: Secretary

Address for Notices:

Redevelopment Authority of the
City of Green Bay
Room 608, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

Acknowledged By:

APPROVED AS TO FORM:

**COMMUNITY DEVELOPMENT
AUTHORITY OF THE
VILLAGE OF ASHWAUBENON,
WISCONSIN**

By: _____

Name: _____

Its: Attorney

By: _____

Name: _____

Its: Chairperson

Countersigned:

By: _____

Name: _____

Its: Secretary

Address for Notices:

Community Development Authority
of the Village of Ashwaubenon
2155 Holmgren Way
Green Bay, WI 54304

ORDINANCE #12-06

PERTAINING TO A 2% INCREASE IN ROOM TAX

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

Section 1: §134-1(b)(1) is amended by deleting the reference to “eight percent” and inserting therein “ten percent”.

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

Section 3: Effective Date. This ordinance shall take effect 30 days after the passage of similar ordinances by the Cities of Green Bay and De Pere and the Villages of Allouez, Ashwaubenon, Bellevue, Howard and Suamico.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of March, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Charlene M. Peterson, Clerk-Treasurer

Ayes: _____

Nays: _____

RESOLUTION #12-15
REGARDING INCREASING THE
ROOM TAX BY 2% TO SUPPORT THE
GREATER GREEN BAY CONVENTION & VISITORS BUREAU, INC.

WHEREAS, the Room Tax Commission, various elected representatives of the Cities of Green Bay and De Pere and the Villages of Allouez, Ashwaubenon, Bellevue, Howard and Suamico (the "Municipalities"), and the Green Bay Lodging Association have discussed the feasibility of implementing a 2% room tax increase by the Municipalities to fund the tourism and convention activities of the Greater Green Bay Convention & Visitors Bureau, Inc. ("CVB"); and

WHEREAS, the Municipalities have entered into to an Addendum to the 1999 Cooperation Agreement between them regarding the construction and long term financing of the KI Convention Center, Resch Center and other tourism facility improvements to facilitate funding for the CVB through a 2% increase in room tax; and

WHEREAS, the Municipalities have or will all adopt amendments to their Room Tax Ordinance increasing the room tax in such municipality from 8% to 10%; and

WHEREAS, such Room Tax Ordinance provides that the taxes so collected be disbursed as provided by Resolution of the governing body.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

1. The Room Tax Ordinance of each municipality which taxes the privilege of furnishing rooms or lodging by hotel keepers, motel operators and other persons furnishing accommodations to the public, as set forth in Wis. Stats. §66.0615, shall be amended to provide for an increase to 10%, said increase to be effective 30 days after such increase has been approved by all participating Municipalities.
2. Each municipality shall be entitled to retain, to cover administrative expenses associated with collecting the same, the following:

Jurisdiction	Original 8% Room Tax	2% Room Tax Increase
Village of Ashwaubenon & City of Green Bay	1% of the tax collected plus 4% of the 7% remitted	No administrative fee
City of De Pere, Villages of Allouez, Bellevue, Howard and Suamico	4% of the 8% remitted	No administrative fee

3. The 2% increase shall be remitted to the Trustee by the municipality for payment to the CVB unless otherwise redirected pursuant to the terms of the Addendum to the 1999 Cooperation Agreement.
4. All other room taxes collected shall be remitted as required by the 1999 Cooperation Agreement.

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 20th day of March, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Charlene M. Peterson, Clerk-Treasurer

Ayes: _____

Nays: _____

RESOLUTION #12-18

AUTHORIZING THE NEGOTIATION OF AN ECONOMIC
DEVELOPMENT LOAN WITH METJET, INC.

WHEREAS, the Department of Planning and Economic Development has received the application of MetJet, Inc. for a revolving loan in the amount of \$100,000; 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 MetJet, Inc. 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 \$100,000.

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 20th
day of March, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Charlene M. Peterson, Clerk-Treasurer

Ayes: _____

Nays: _____

CITY OF DE PERE

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



March 20, 2012

To: City Council

From: Ken Pabich, Director of Planning and Economic Development

RE: Revolving Loan Fund (RLF) Request MetJet, Inc.

Attached is an application for a RLF request by MetJet Inc. MetJet is a company that is dedicated to connecting Green Bay to key cities (initially Orlando) via nonstop air service as a charter operator. They are based in De Pere, WI and have started providing the market with jobs, as well as bringing revenue to our area that was otherwise being spent in other markets (Milwaukee Airport, Appleton, etc.).

MetJet is requesting the loan as for working capital which totals \$200,000. \$100,000 has been requested each from the City and County RLF program. For information, the Brown County RLF committee approved the loan request February 29th. The proposed project will create 10 full time equivalent employees. The working capital loan (\$100,000) would have an interest rate of 3% with a five (5) year term. The City is still negotiating the collateral positions; however in the application it is suggesting that the City and County use a \$200,000 letter of credit that is file with the Department of Transportation.

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.

BROWN COUNTY REVOLVING LOAN PROGRAM APPLICATION FORM

Today's Date: February 15, 2012

Business Name: MetJet, Inc.

Street Address: 400 Reid Street, Suite 1A, De Pere, WI 54115

Mailing Address: 400 Reid Street, Suite 1A, De Pere, WI 54115

City: De Pere

Zip Code: 54115

Type of Business: Public Charter Operator / Air Service

Date Established: March 2007 Telephone Number: 920-632-7182

~~Did not conduct operations until 2011~~

Cell Phone Number: 678-517-7597

Tax I.D. 20-8778989

Number of Employees: 20 Number of Emps. If Loan Approved: ☒

RLF
10 Employees
5 County
5 City

Applicant's Financial Consultant: Bob Arnold (Accounting)

Financial Consultant's Phone Number: 920-405-9290

Loan Amount Requested: 200,000	Total Project Cost: 500,000
Purpose of Loan: MetJet Inc is initiating nonstop flights from Green Bay to Orlando, as well as to Minneapolis. As part of the Department of Transportation certification, the maximum letter of credit was applied, and tied up \$200,000 in MetJet funds in a certificate of deposit. MetJet has now delayed some implementation activities and is seeking funds for them.	
Term of Loan Requested: 5-7 years	
(Not to exceed 7 years for working capital, 10 years for equipment, or 12 years for real estate)	

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.

Dear RLF Review Board,

I want to thank you in advance for your consideration of MetJet for the Revolving Loan Fund. As you review this document you will see that we have answered the application questions, but I wanted to take a second to outline our "need" in a note, before the details are outlined.

As you may, or may not, know, MetJet is a company that is dedicated to connecting Green Bay to key cities (initially Orlando) via nonstop air service as a charter operator. We are based in De Pere, WI and have started providing the market with jobs, as well as bringing revenue to our area that was otherwise being spent in other markets (Milwaukee Airport, Appleton, etc.). In order to finance our implementation we issued shares of stock through the Wisconsin Department of Financial Institutions, and we developed a local investor base of approximately 170 people that tied us to the community even more.

Within our business plan we outlined a startup budget that covered the costs of establishing a local office, marketing our product, contracting a plane for this service and every facet we needed to implement our flights. In addition to these activities, a formal application with the Department of Transportation needed to be filed, along with the "standard" \$10,000 letter of credit. As we filed our application, we received notice that the DOT was applying the maximum LOC (\$200,000) to our application... for several reasons. First, within an election year and recent press regarding underfunded ventures (Solyndra) they have been airing on the side of caution, and as such have been more stringent with applying securities. This not only caught us off guard, but also caught our carrier and other parties that do this on a routine basis off guard.

In order to keep our DOT application on track, which is needed to sell tickets, we used \$200,000 of our capital to purchase a Certificate of Deposit, which was then applied as collateral for the DOT Letter of Credit, ultimately taking 40% of our available funds. Technically we did not lose the asset, but lost a great deal of our solvency. As a startup, we had these funds in the bank, but have now had to cut back on many of our implementation activities that are pretty important / critical to our business, as we intended to use these funds for them. This created a need.

Now that you know the story, I want to thank you for your time in reviewing this application, as we continue our mission of connecting Green Bay to new and exciting destinations, as well as providing local jobs. As a note have obtained DOT approval, and started selling tickets on February 7, 2012.

Michael Heisman

Michael Heisman
Founder & CEO,
MetJet, Inc.

RESOLUTION #12-19

APPROVING ANNUAL REPORT UNDER
MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)
PERMIT AND ITS SUBMISSION
TO THE DEPARTMENT OF NATURAL RESOURCES (DNR)

WHEREAS, the DNR has issued an MS4 permit (Permit #WI-S050075-1) to the City which regulates the water quality exiting the City's storm water system; and

WHEREAS, as an MS4 permit holder, the City is required to submit an annual report to the DNR by March 31st of each year; and

WHEREAS, the attached Annual Report under MS4 General Permit No. WI-S050075-1, has been reviewed and recommended for approval by the Board of Public Works.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

The Common Council approves the City Annual Report under MS4 General Permit No. WI-S050075-1 to be submitted to the DNR on or before March 31, 2012.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of March, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Charlene M. Peterson, Clerk-Treasurer

Ayes: _____
Nays: _____

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer
Date: March 12, 2012
Subject: Annual Report under MS4 General Permit

The Engineering Department has completed the Annual Report under MS4 General Permit for the 2011 calendar year and attached for your review. This report is required to be completed annually and submitted to the Wisconsin Department of Natural Resources (WDNR). The Report identifies activities that the City has completed in 2011 to meet our MS4 General Permit for storm water discharge. Highlights from the 2011 Report include:

- Membership in the Northeast Stormwater Consortium (NEWSC) which helps the City meet the requirements for Public Outreach and Education and Public Involvement and Participation.
- Completed annual Illicit Discharge Detection and Elimination program testing at major outfalls. One fifth of the City is reviewed each year. No illicit discharges were identified.
- Constructed a storm water pond at the southeast corner of Scheuring Road and northbound USH 41 off ramp.

Staff recommends the BOPW approve the Report for submittal to the WDNR.

Due by March 31, 2012

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (DNR) by March 31 of each year to report on activities for the previous calendar year. This form is being provided by the DNR for the user's convenience. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

This form is for reporting on activities undertaken in calendar year 2011.

Instructions: Complete each section of the form that follows. If additional space is needed to respond to a question, attach additional pages. Provide descriptions that explain the program actions taken to comply with the general permit. Complete and submit the annual report by March 31, 2012, to the appropriate address indicated on the last page of this form.

SECTION I: Municipal Information

Name of Municipality City of De Pere		Facility ID No. (FIN) 31088	
Mailing Address 925 South Sixth Street	City De Pere	State WI	Postal Code 54115
County(s) in which Municipality is located Brown	Type of Municipality: (check one) ☐ County ☒ City ☐ Village ☐ Town ☐ Other (specify)		

SECTION II: Municipal Contact Information

Name of Municipal Contact Person Eric Rakers		Title City Engineer	
Mailing Address 925 South Sixth Street	City De Pere	State WI	Postal Code 54115
E-mail Address erakers@mail.de-pere.org	Telephone No. (include area code) (920)339-8304	Fax No. (include area code) (920)339-4071	

SECTION III: Certification

I hereby certify that I am an authorized representative of the municipality covered under MS4 General Permit No. WI-S050075-1 for which this annual report is being submitted and that the information contained in this document and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Authorized Representative Printed Name Eric Rakers	Authorized Representative Title City Engineer		
Authorized Representative Signature	Date Signed March 21, 2012		
E-mail Address erakers@mail.de-pere.org	Telephone No. (include area code) (920)339-8304	Fax No. (include area code) (920)339-4071	

SECTION IV. General Information

a. Describe what efforts the municipality has undertaken to invite the municipal governing body, interest groups, and the general public to review and comment on the annual report.

The annual report was presented to the Board of Public Works on March 12th and the Common Council on March 20th. The draft annual report was placed on the website on February 29th.

b. Describe how elected and municipal officials and appropriate staff have been kept apprised of the municipal storm water discharge permit and its requirements.

City staff keeps the Board of Public Works and Common Council apprised of the discharge permit and the requirements of the permit during the year as services to meet the requirements are obtained. This includes when professional services are obtained for pond design and IDDE review.

c. Has the municipality prepared its own municipal-wide storm water management plan? ☒ Yes ☐ No

If yes, title and date of storm water management plan:
EarthTech Inc. completed a report titled City of De Pere Nonpoint Pollution WinSLAMM Analysis in March of 2008.

d. Has the municipality entered into a written agreement with another municipality or a contract with another entity to perform one or more of the conditions of the general permit as provided under Section 2.10 of the general permit? ☐ Yes ☒ No

If yes, describe these cooperative efforts:

e. Does the municipality have an internet website? ☒ Yes ☐ No

If yes, provide web address:
<http://www.de-pere.org/>

If the municipality has an internet website, is there current information about or links provided to the MS4 general permit and/or the municipality's storm water management program? ☒ Yes ☐ No

If yes, provide web address:
<http://www.de-pere.org/>

SECTION V. Permit Conditions

a. **Minimum Control Measures:** For each of the permit conditions listed below, provide a description of the status of implementation of program elements, the status of meeting measurable goals, and compliance with permit schedule in section 3 of the MS4 general permit. Provide an evaluation of program compliance with the general permit, the appropriateness of identified best management practices, and progress towards achieving identified measurable goals. Be specific in describing the actions that have been taken during the reporting year to implement each permit condition and whether measurable goals have been met, including any data collected to document a measurable goal. Also, explain the reasons for any variations from the compliance schedule in the MS4 general permit.

- **Public Education and Outreach**

The City utilizes the information from the Northeast Stormwater Consortium - NEWSC Stormwater Management activities. NEWSC had a booth at the WBAY Garden Show. Additionally, NEWSC has had training sessions with teachers in the area, including West De Pere Highschool, regarding the impacts of storm water. The City included a one page article in the City of De Pere Newsletter from the summer of 2011 regarding the use and benefits of rain gardens.

- **Public Involvement and Participation**

The City has a link to the City's storm water ordinance plus a link to the NEWSC website. The City has information available for the public including handouts on: seasonal packet - soil testing, grass clippings, lawn watering, fall fertilizing, leaf maintenance, household hazardous waste, algae blooms, and composting.

- **Illicit Discharge Detection and Elimination**

The City completed IDDE Field Screening Program in 2011 per the 2010 approved plan.

- **Construction Site Pollutant Control**

Ordinance 09-04, Chapter 28, De Pere Municipal Code relating to storm water management including the NEWSC Stormwater Reference Guide was adopted on 2/3/09.

- **Post-Construction Storm Water Management**

The City completed the construction of a stormwater detention pond located at the southeast corner of the northbound USH 41 off ramp and Scheuring Road in 2011. This pond services approximately 161 acres of developed commercial and industrial land.

- **Pollution Prevention**

City streets are swept eight to ten times per year. Approximately 200 catch basins are cleaned each year. Street sweepings and catch basin debris is hauled directly to the landfill. The City is pre-wetting salt for winter spreading which helps reduce the amount of salt applied to the roadway. The City collected branches and yard waste in the spring and leaves in the fall. These materials were hauled to the compost site with leaves also being hauled to area farmers. The pollution prevention plan for the City's municipal garage site includes frequent cleaning of the catch basins, street sweeping of the facility, storing the sand and salt mixture in a shed with a roof, and a truck wash to clean debris from trucks. The City has contracted with two vendors to sample and develop nutrient management plans for vie parks that have the potential to have more than five acres fertilized.

b. **Storm Water Quality Management:** Has the municipality completed a pollutant-loading analysis to assess compliance with the 20% TSS reduction developed urban area performance standard? ☒ Yes ☐ No

If yes, provide the following: Model used WinSLAMM Version 9.2.5 Reduction (%) 33

If no, include a description of any actions the municipality has undertaken during 2011 to help achieve the 20% standard.

Has the municipality completed an evaluation of all municipal owned or operated structural flood control facilities to determine

Annual Report under MS4
General Permit No. WI-S050075-1

Form 3400-195 (R 01/12)

Page 4 of 8

the feasibility of retrofitting to increase TSS removal? ☐ Yes ☒ No If yes, describe:

c. Best Management Practices Maintenance: Does the municipality have a maintenance program for installed storm water best management practices? ☒ Yes ☐ No

If yes, describe the maintenance program. If available, attach any additional information on the maintenance program.

The City is reviewing storm water outfalls and ponds as part of the IDDE program.

d. Storm Sewer System Map: Describe any changes or updates to the storm sewer system map made in the reporting year. Provide an updated map if any changes occurred during the reporting year.

1. Storm sewer was added on Tulig Place and Galway Lane.
2. Storm sewer was modified at Scheuring Road and USH 41 to discharge into the new pond.
3. Storm sewer was added on South Melcorn Circle.
4. Storm sewer was added on Huron Street between Chicago Street and George Street.

SECTION VI. Fiscal Analysis

a. Provide a fiscal analysis that includes the annual expenditures for 2011, and the budget for 2011 and 2012. A table to document fiscal information is provided on page 6.

b. What financing/fiscal strategy has the municipality implemented to finance the requirements of the general permit?
☒ Storm water utility ☐ General fund ☐ Other _____

c. Are adequate revenues being generated to implement your storm water management program to meet the permit requirements? ☒ Yes ☐ No

Please provide a brief summary of your financing/fiscal strategy and any additional information that will assist the Department in understanding how storm water management funds are being generated to implement and administer your storm water management program.

Stormwater management funds are generated from a user charge for the stormwater utility. The City has implemented a rate policy based on residential user equivalents (RUE's). The RUE's are determined based on the size of the parcel and land use.

SECTION VII. Inspections and Enforcement Actions

Note: If an ordinance listed below has previously been submitted and has not been amended since that time, a copy does not need to be submitted again. If the ordinance was previously submitted, indicate such in the space provided.

a. As of the date of this annual report, has the municipality adopted a construction site pollutant control ordinance in accordance with subsection 2.4.1 of the general permit? ☒ Yes ☐ No If yes, attach copy or provide web link to ordinance:

www.de-pere.org

b. As of the date of this annual report, has the municipality adopted a post-construction storm water management ordinance in accordance with subsection 2.5.1 of the general permit? ☒ Yes ☐ No If yes, attach copy or provide web link to ordinance:

www.de-pere.org

c. As of the date of this annual report, has the municipality adopted an illicit discharge detection and elimination ordinance in accordance with subsection 2.3.1 of the general permit? ☒ Yes ☐ No If yes, attach copy or provide web link to ordinance:

d. As of the date of this annual report, has the municipality adopted any other ordinances it has deemed necessary to implement a program under the general permit (e.g., pet waste ordinance, leaf management/yard waste ordinance, parking restrictions for street cleaning, etc.)? ☐ Yes ☒ No If yes, attach copy or provide web link to ordinance:

e. Provide a summary of available information on the number and nature of inspections and enforcement actions conducted during the reporting period to ensure compliance with the ordinances described in a. to d. above.

SECTION VIII. Water Quality Concerns

a. Does any part of the MS4 discharge to an outstanding resource water (ORW) or exceptional resource water (ERW) listed under s. NR 102.10 or 102.11, Wis. Adm. Code? (A list of ORWs and ERWs may be found on the Department's Internet site at: <http://dnr.wi.gov/org/water/wm/wqs/orwerw/>) ☐ Yes ☒ No If yes, list:

b. Does any part of the MS4 discharge to an impaired waterbody listed in accordance with section 303(d)(1) of the federal Clean Water Act, 33 USC § 1313(d)(1)(C)? (A list of the most current Wisconsin impaired waterbodies may be found on the Department's Internet site at: <http://dnr.wi.gov/org/water/wm/wqs/303d/303d.html>) ☐ Yes ☐ No If yes, complete the following:

- Impaired waterbody to which the MS4 discharges:

Ashwaubenon Creek, East River, Fox River

- Description of actions municipality has taken to comply with section 1.5.2 of the MS4 general permit for discharges of pollutant(s) of concern to an impaired waterbody:

City streets are swept eight to ten times per year. Approximately 200 catch basins are cleaned each year. Street sweepings and catch basin debris is hauled directly to the landfill. The City is pre-wetting salt for winter spreading which helps reduce the amount of salt applied to the roadway. The City collected branches and yard waste in the spring and leaves in the fall. These materials were hauled to the compost site with leaves also being hauled to area farmers.

c. Identify any known water quality improvements in the receiving water to which the MS4 discharges during the reporting period.

Construction of stormwater pond in the Ashwaubenon Creek watershed.

d. Identify any known water quality degradation in the receiving water to which the MS4 discharges during the reporting period and what actions are being taken to improve the water quality in the receiving water.

SECTION IX. Proposed Program Changes

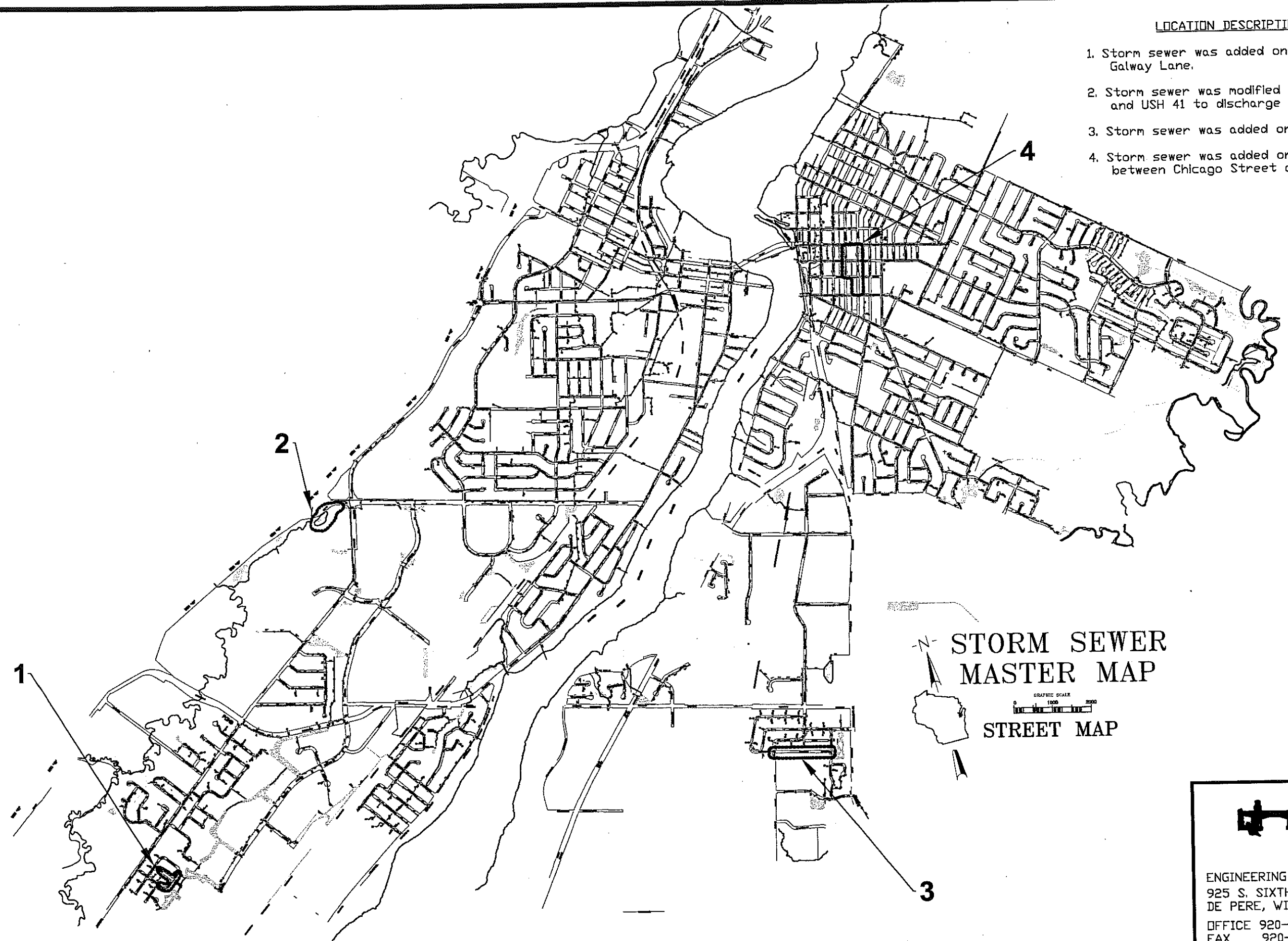
a. Describe any proposed changes to the storm water management program being contemplated by the municipality for 2012 and the schedule for implementing those changes. Proposed program changes must be consistent with the requirements of the general permit.

Pond construction and modification is proposed near STH 57 and Heritage Road to improve stormwater quality.

Fiscal Analysis Table. Complete the fiscal analysis table provided below.

Program Element	Annual Expenditure		Budget		Source of Funds
	2011	2011	2012		
Public Education and Outreach	\$2,000	\$2,000	\$2,000		Storm Water Utility
Public Involvement and Participation	Included in above	Included in above	Included in above		Storm Water Utility
Illicit Discharge Detection and Elimination	\$1,200	\$5,000	\$5,000		Storm Water Utility
Construction Site Pollutant Control	\$2,980	\$2,500	\$2,850		Storm Water Utility
Post-Construction Storm Water Management	\$250,840	\$280,000	\$220,000		Storm Water Utility and Assessment
Pollution Prevention	\$556,440	\$719,260	\$579,380		Storm Water Utility
Storm Water Quality Management (including pollutant-loading analysis)	\$198,480	\$229,880	\$344,250		Storm Water Utility and Assessment
Storm Sewer System Map	\$9,980	\$11,900	\$11,400		Storm Water Utility
Other					

NORTHERN REGION COUNTIES			WEST CENTRAL REGION COUNTIES		
Ashland	Langlade	DNR Service Center	Adams	Marathon	DNR Service Center
Barron	Lincoln	1701 N. 4th Street	Buffalo	Monroe	5301 Rib Mountain Rd.
Bayfield	Oneida	Superior, WI 54880	Clark	Portage	Wausau, WI 54401
Burnett	Polk	Phone: (715) 392-7988	Crawford	Trempealeau	Phone: (715) 359-4522
Douglas	Price		Jackson	Vernon	
Florence	Rusk		Juneau	Wood	
Forest	Sawyer		La Crosse		
Iron	Taylor				
	Vilas				
	Washburn				
			Chippewa	Pepin	DNR Service Center
			Dunn	Pierce	890 Spruce St.
			Eau Claire	St. Croix	Baldwin, WI 54002
					Phone: (715) 684-2914
NORTHEAST REGION COUNTIES			SOUTH CENTRAL REGION COUNTIES		
Brown	Marquette	DNR Northeast Region	Columbia	Jefferson	DNR South Central Region
Calumet	Menominee	2984 Shawano Ave.	Dane	LaFayette	3911 Fish Hatchery Rd.
Door	Oconto	Green Bay, WI 54313	Dodge	Richland	Fitchburg, WI 53711
Fond du Lac	Outagamie	Phone: (920) 662-5100	Grant	Rock	Phone: (608) 275-3266
Green Lake	Shawano		Green	Sauk	
Kewaunee	Waupaca		Iowa		
Manitowoc	Waushara				
Marinette	Winnebago				
SOUTHEAST REGION COUNTIES					
Kenosha	Sheboygan	DNR Service Center			
Milwaukee	Walworth	141 NW Barstow Street,			
Ozaukee	Washington	Room 180			
Racine	Waukesha	Waukesha, WI 53188			
		(262) 574-2100			



LOCATION DESCRIPTION

1. Storm sewer was added on Tullig Place and Galway Lane.
2. Storm sewer was modified at Scheuring Road and USH 41 to discharge into the new pond.
3. Storm sewer was added on South Melcorn Circle.
4. Storm sewer was added on Huron Street between Chicago Street and George Street.

STORM SEWER
MASTER MAP



GRAPHIC SCALE
0 1000 2000
STREET MAP



ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

TITLE:
Annual Report
under MS4
General Permit

DATE: 03-07-2012
BY: BK
CHECKED: ER

RESOLUTION #12-20

AUTHORIZING SALE OF SURPLUS PROPERTY

WHEREAS, pursuant to the 2007 Annexation and Consolidation Agreement between the City and the Green Bay Metropolitan Sewerage District (GBMSD), certain equipment has been determined by GBMSD to no longer be needed for its operations, and returned to City; to wit:

- 2003 John Deere Gator-Model 4x2 – W004x2x078504;
- Graco portable airless paint gun;
- Spray gun;
- PAX bottle air cart

WHEREAS, the De Pere Public Works Department has determined that such equipment is not necessary for its current operations; and

WHEREAS, if authorized, the Public Works Department intends to dispose of such used equipment by online auction; and

WHEREAS, the Board of Public Works has reviewed the same and recommends that the above equipment be declared surplus and offered for sale via online auction.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

That the Common Council of the City of De Pere declares as surplus the above listed equipment and approves the disposal thereof as set forth above.

BE IT FURTHER RESOLVED:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of March, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Charlene M. Peterson, Clerk-Treasurer

Ayes: _____

Nays: _____

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works S.J.T.
Date: March 7, 2012
Subject: Surplus Equipment

The City has received the following equipment from the GBMSD as part of the annexation agreement in 2007. This equipment is not needed for our existing operations.

- 2003 John Deere Gator – Model 4 x 2 - W004X2X078504
- Graco Portable Airless Paint Gun
- Spray Gun
- PAX Bottle Air Cart

It is recommended that the above mention equipment be sold as surplus equipment. It is the intent of staff to put the above equipment on EBAY for sale.

RESOLUTION #12-21

APPROVING AGREEMENTS FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND DIXON ENGINEERING, INC.
(T-Mobile USA Lease Installations)

WHEREAS, the City is in need of engineering services regarding antenna
installations on the Merrill and 9th Street water towers; and

WHEREAS, Dixon Engineering, Inc. has available and offers to provide
personnel and equipment necessary to accomplish the engineering services within the
required time.

WHEREAS, the Board of Public Works has reviewed such proposal and
recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute
the Agreements for Consulting Services between the City of De Pere and
Dixon Engineering, Inc. as are attached hereto as Exhibits 1 and 2,
provided that T-Mobile USA, Inc. has paid to the City Treasurer the sums
due and owing under such contracts prior to execution thereof.

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 20th day
of March, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Charlene M. Peterson, Clerk-Treasurer

Ayes: _____

Nays: _____

Proposal/Contract Agreement for Antennas

(DePere, Wisconsin 250,000 Double Ellipse Merrill Street 49-05-11-01)

The agreement is between Dixon Engineering, Inc. (DIXON) and City of DePere, Wisconsin (OWNER) to contract with DIXON for technical services for T-Mobile (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of Eight Thousand Three Hundred Fifty dollars \$8,350. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Initial Site Walk Through, Design Review, Pre-Con, Installation Inspections

3.01 SIGNATURES

Chris Kreiner

03/07/12

PROPOSED by DIXON (Not a contract until approved by an officer)

PROPOSAL DATE

CONTRACT APPROVED by OWNER

POSITION

DATE

CO SIGNATURE (if required)

POSITION

DATE

CONTRACT APPROVED by DIXON OFFICER

EFFECTIVE CONTRACT DATE

4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.
- D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - b. By DIXON upon seven days written notice:
 - 1) If Owner fails to pay invoices by 60 days.
 - 2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
 - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
 - 4) DIXON shall have no liability to Owner on account of such termination.
 - 2. For Convenience,

- a. By OWNER effective upon the receipt of notice by DIXON.
- B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

- D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. **The General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.
- F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
- H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

SCHEDULE A

(DePere, Wisconsin 250,000 Double Ellipse Merrill Street 49-05-11-01)

- I. Initial Site Inspection – Site Walk:
 - A. Site visit by two Dixon employees to completely map current tank conditions. This includes as-built sketches, existing antenna equipment, site conditions, steel thicknesses, and photos.
- II. Design and Plan Review:
 - A. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included. Initial Site Inspection – Site Walk is a prerequisite to Design and Plan Review.
- III. Site Work for:
 - A. Preconstruction (preinstallation) and progress meetings-attend and participate.
 - B. Installation inspections-inspect installation as it progresses and a final post inspection to compare with design criteria. These inspections include letter report and photographs.

SCHEDULE B

(DePere, Wisconsin 250,000 Double Ellipse Merrill Street 49-05-11-01)

I PAYMENT

- A. When service is rendered Owner shall pay DIXON the following line item prices:
 - 1. Schedule A, Item I, Initial Site Inspection-Site Walk, the lump sum of \$1,150.
 - 2. Schedule A, Item II, Design and Plan Review, the lump sum of \$1,250. (Site Walk prerequisite \$1,150)
- B. Owner shall pay DIXON the following line items times the number of units used:
 - 1. Schedule A, Item III
 - A. (1) Preconstruction Meetings \$850 per meeting
 - B. (6) Installation and Post Inspections \$850 per inspection

II INVOICES

- A. Invoices will be compiled monthly.
- B. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

SCHEDULE C

Antenna Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$125.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level I to III.....	\$ 85.00 to \$100.00	
CAD Supervisor.....	\$ 80.00	
CAWI or CWI Welding Inspector.....	\$ 80.00 to \$100.00	
Certified NACE Inspector.....	\$100.00	
Inspector – Level I to III.....	\$ 60.00 to \$80.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 50.00 & expenses	
Bookkeeping Services.....	\$ 50.00	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$110 per diem, per day	\$100 per diem, per day
	<i>(may be increased based on location)</i>	
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O'Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2012

Proposal/Contract Agreement for Antennas

(DePere, Wisconsin 250,000 Double Ellipse 9th Street 49-05-11-02)

The agreement is between Dixon Engineering, Inc. (DIXON) and **City of DePere, Wisconsin** (OWNER) to contract with DIXON for technical services for **T-Mobile** (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of **Eight Thousand Three Hundred Fifty** dollars **\$8,350**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Initial Site Walk Through, Design Review, Pre-Con, Installation Inspections

3.01 SIGNATURES

Chris Kreiner

03/07/12

PROPOSED by DIXON (Not a contract until approved by an officer)

PROPOSAL DATE

CONTRACT APPROVED by OWNER

POSITION

DATE

CO SIGNATURE (if required)

POSITION

DATE

CONTRACT APPROVED by DIXON OFFICER

EFFECTIVE CONTRACT DATE

4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.
- D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - b. By DIXON upon seven days written notice:
 - 1) If Owner fails to pay invoices by 60 days.
 - 2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
 - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
 - 4) DIXON shall have no liability to Owner on account of such termination.
 - 2. For Convenience,

- a. By OWNER effective upon the receipt of notice by DIXON.
- B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

- D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.
- F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
- H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

SCHEDULE A

(DePere, Wisconsin 250,000 Double Ellipse 9th Street 49-05-11-02)

- I. Initial Site Inspection – Site Walk:
 - A. Site visit by two Dixon employees to completely map current tank conditions. This includes as-built sketches, existing antenna equipment, site conditions, steel thicknesses, and photos.
- II. Design and Plan Review:
 - A. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included. Initial Site Inspection – Site Walk is a prerequisite to Design and Plan Review.
- III. Site Work for:
 - A. Preconstruction (preinstallation) and progress meetings-attend and participate.
 - B. Installation inspections-inspect installation as it progresses and a final post inspection to compare with design criteria. These inspections include letter report and photographs.

SCHEDULE B

(DePere, Wisconsin 250,000 Double Ellipse 9th Street 49-05-11-02)

I PAYMENT

- A. When service is rendered Owner shall pay DIXON the following line item prices:
 - 1. Schedule A, Item I, Initial Site Inspection-Site Walk, the lump sum of \$1,150.
 - 2. Schedule A, Item II, Design and Plan Review, the lump sum of \$1,250. (Site Walk prerequisite \$1,150)
- B. Owner shall pay DIXON the following line items times the number of units used:
 - 1. Schedule A, Item III
 - A. (1) Preconstruction Meetings \$850 per meeting
 - B. (6) Installation and Post Inspections \$850 per inspection

II INVOICES

- A. Invoices will be compiled monthly.
- B. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

SCHEDULE C

Antenna Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$125.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level I to III.....	\$ 85.00 to \$100.00	
CAD Supervisor.....	\$ 80.00	
CAWI or CWI Welding Inspector.....	\$ 80.00 to \$100.00	
Certified NACE Inspector.....	\$100.00	
Inspector – Level I to III.....	\$ 60.00 to \$80.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 50.00 & expenses	
Bookkeeping Services.....	\$ 50.00	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$110 per diem, per day diem, per day <i>(may be increased based on location)</i>	\$100 per diem, per day
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O'Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2012

RESOLUTION #12-22

AUTHORIZING PURCHASE OF RIGHT-OF-WAY EASEMENT FROM
T&S LAND DEVELOPMENT, LLC
(Part of Parcel WD-D0200-2)

WHEREAS, the City is in need of additional right-of-way from Parcel WD-D0200-2 in order to accommodate existing traffic signal and sidewalk placement; and

WHEREAS, T&S Land Development, LLC, owner of such parcel, has offered to sell to the City, for the sum of \$8,063.63, (which represents \$2.50/square foot for 3,233.45 square feet), a Grant of Easement for Right-of-Way Purposes, attached and incorporated as Exhibit 1; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED:

The City Clerk Treasurer is authorized and directed to issue payment to T&S Land Development, LLC in the amount of \$8,063.63, representing payment of \$2.50/square foot for 3,233.45 square feet as compensation for its grant of Easement for Right-of-Way Purposes (Exhibit 1).

BE IT FURTHER RESOLVED:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of March, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Charlene M. Peterson, Clerk-Treasurer

Ayes: _____

Nays: _____

Document Number

**GRANT OF EASEMENT FOR RIGHT-OF-WAY
PURPOSES**

T&S Land Development, LLC, a Wisconsin limited liability company, Grantor, hereby grants and conveys to the City of De Pere, a Wisconsin municipal corporation, and its successors and assigns, an easement over, under, across and through in all lands described below as a right-of-way easement for purposes of construction, installation and maintenance of street and related facilities. No other structures or accessory buildings shall be constructed within or upon said easements.

Legal Description

Part of Lot 2, Volume 42, Certified Survey Maps, Page 72, Brown County Records.

Commencing at the Northeast Corner, of Lot 1, Volume 42, Certified Survey Maps, Page 72, Brown County Records; thence S64d59'38"E 32.85 feet along the Southerly Right Of Way line of Main Street to the point of beginning; thence continuing along the Southerly Right Of Way line of Main Street S72d57'49"E 50.49 feet; thence S64d59'38"E 73.15 feet; thence S64d40'26"E 260.03 feet to the Northeast corner of Lot 2, Volume 42, Certified Survey Maps, Page 72, Brown County Records; thence N72d57'49"W 70.35 feet; thence N64d40'26"W 190.40 feet; thence N64d59'38"W 73.15 feet; thence N61d34'20"W 50.09 feet to the point of beginning of this description.

This area contains 3,233.45 square feet or 0.07 acres more or less.

Such easement area is shown on the attached "Easement Exhibit".

This space is reserved for recording data

Return to

Judith Schmidt-Lehman
City of De Pere
335 S. Broadway
De Pere, WI 54115

Parcel Identification Number/Tax Key Number

WD-D0200-2

Grantee hereby agrees to restore all property disturbed by its activities in use of the easement to the condition existing prior to the disturbance.

This Easement shall expire and the interests expressed herein revert to the servient estate when such easement area is no longer required for right-of-way purposes.

This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

Signed this _____ day of _____, 2012.

By:

T&S LAND DEVELOPMENT, LLC

Name:

Title:

Name:

Title:

State of Oklahoma

)

) ss.

County)

On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public, State of Oklahoma)

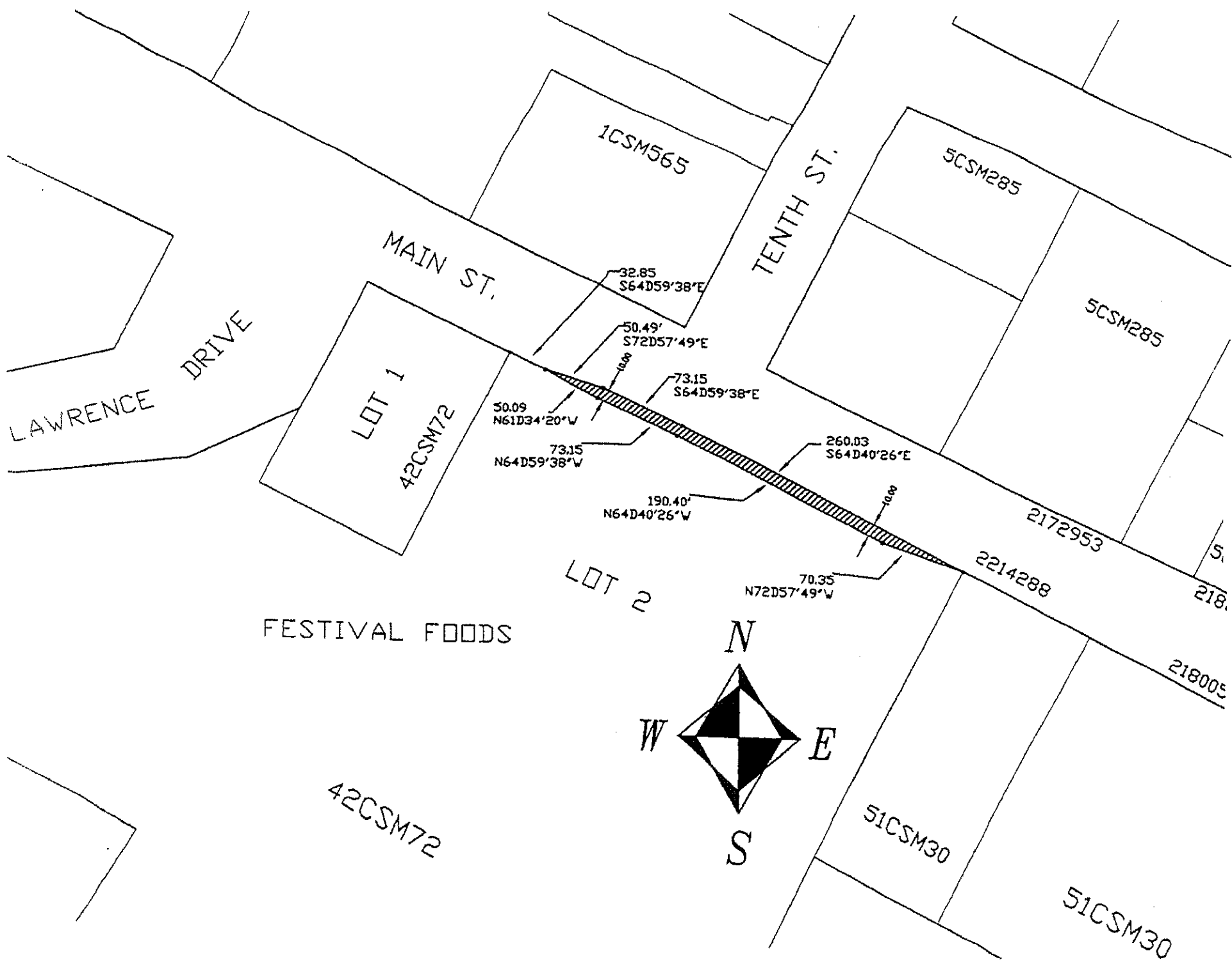
(Print or Type Name, Notary Public, State of Oklahoma)

(Date Commission Expires)

(SEAL)

This document was drafted by Judith Schmidt-Lehman.

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CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Board of Public Works
From: Judith Schmidt-Lehman, City Attorney *Judy*
RE: Right-of-Way Encroachment; 1001 Main Ave (WD-D00200-2)
Date: March 5, 2012

As you may recall, city engineering staff discovered several years ago that the signals and sidewalk in front of 1001 Main Ave (Festival Foods) encroached upon the Festival Foods private property. Since 2007, various city staff has been discussing resolution of this encroachment with the property owner, T&S Land Development, LLC. I am pleased to report that, assuming Board and Council approval, it appears that a mutually acceptable resolution has been reached.

The encroachment covers 3,233.45 square feet (.07 acres) and is shown on the attached map. The current assessed value of the real property at 1001 Main Avenue is \$1,071,500, which equates to \$2.50/sq.ft.

T&S Land Development, LLC has agreed to accept the sum of \$8,083.63 (3,233.45 x \$2.50) in exchange for giving the City a Highway Easement for the encroachment area. The City paid more per square foot for similar additional right of way from neighboring properties in conjunction with the reconstruction of 9th and Main. A Highway Easement will allow right-of-way use of the encroachment area for as long as needed for right-of-way purposes.

Attached is a copy of the Highway Easement drafted for your review.

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

JSL/jld

Attachment

cc: Lawrence M. Delo, City Administrator
Scott Thoresen, Public Works Director
Alderspersons Lueck, Robinson, Donovan and Van Vonderen
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RESOLUTION 12-23

AUTHORIZING LEASE AGREEMENT
BETWEEN THE CITY OF DE PERE AND
BROWN COUNTY ICE MANAGEMENT, INC.

WHEREAS, the City owns certain property and improvements located at 1450 Fort Howard Avenue, De Pere, Wisconsin, known as the De Pere Ice Recreation Center; and

WHEREAS, the City desires to lease the De Pere Ice Recreation Center to Brown County Ice Management, Inc. in the manner and upon the terms, conditions, obligations and understandings set forth below; and

WHEREAS, this matter has been reviewed by the Board of Park Commissioner which recommends approval of the Lease to Brown County Ice Management, Inc. as more fully set forth in the Agreement attached hereto and incorporated as Exhibit 1.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute such Lease Agreement Between the City of De Pere and Brown County Ice Management, Inc. as is set forth in Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of March, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Charlene M. Peterson, Clerk-Treasurer

Ayes: _____

Nays: _____

**LEASE AGREEMENT BETWEEN THE CITY OF DE PERE
AND
BROWN COUNTY ICE MANAGEMENT, INC.
(De Pere Ice Recreation Center)**

This Lease Agreement ("Agreement") is made by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Brown County Ice Management, Inc., a not-for-profit Wisconsin corporation ("Lessee").

WHEREAS, the City owns certain property and improvements located at 1450 Fort Howard Avenue, De Pere, Wisconsin, known as the De Pere Ice Recreation Center; and

WHEREAS, the City desires to lease the premises to Lessee in the manner and upon the terms, conditions, obligations and understandings set forth below; and

WHEREAS, the Common Council of the City has found that it is in the best interest of the City and in the furtherance of the health, welfare and safety of the community and its residents and guests to maintain this park land in such a manner as proposed by the Agreement.

NOW THEREFORE, in consideration of the promises and other obligations set forth herein, together with other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed and promised, by and between the City and Lessee as follows:

LEASE PROVISIONS

1. DEFINITIONS

- 1.01 **Board of Park Commissioners** means the City Board of Park Commissioners operating under Wis. Stats. §27.06.
- 1.02 **City** means the City of De Pere, a Wisconsin municipal corporation whose principal place of business is 335 South Broadway Street, De Pere, Wisconsin 54115. The term City is interchangeable with De Pere Common Council.
- 1.03 **Designated Capital Improvement Fund** means a designated reserve fund established by City for Major Capital Improvements at the De Pere Ice Recreation Center.
- 1.04 **Existing Locker Room Lease** means Exhibit A.
- 1.05 **Exterior Alterations** means, but is not limited to, each and every act which significantly changes the physical appearance or nature of the land, buildings, structures or improvements thereon, such as, but not limited to any modification to the size and shape of a structure or building and/or construction of a new structure as a building.

- 1.06 **Ice Facility** means the De Pere Ice Recreation Center located at 1450 Fort Howard Avenue, De Pere, Wisconsin 54115.
- 1.07 **Lease Term** means 5 years commencing on June 2, 2012. The Lease may be extended for additional five (5) year term upon mutual written agreement.
- 1.08 **Leased Property** means the Ice Facility together with a four foot perimeter around the building and including entry walks in to the Ice Facility. A map of the Leased Property is attached as Exhibit B.
- 1.09 **Lessee** means Brown County Ice Management, Inc. a Wisconsin not-for-profit corporation whose principal place of business is 1640 Fernando Drive, De Pere, Wisconsin 54115.
- 1.10 **Management Fee** means money paid by Lessee on a yearly basis to the City for use of the Ice Facility. The Management Fee formula for payment to the City is:
(a) 50% of Net Income up to \$100,000 (i.e. Net Income = \$50,000, City fee is \$25,000; Net Income = \$100,000, City fee is \$50,000); plus
(b) 20% of Net income between \$100,001 - \$150,000[i.e. Net Income = \$150,000, then $(\$100,000 \times 50\%) + (\$50,000 \times 20\%) = \$60,000$].
- Net Income realized over \$150,000 per year shall not be subject to cost share with City.
- 1.11 **Major Capital Improvements** means Ice Facility improvements, repairs or capital items costing \$10,000 or more.
- 1.12 **Minor Capital Improvements** means Ice Facility improvements, repairs, or capital items costing less than \$10,000.
- 1.13 **Net Income** means gross income less employee wages and benefits, operation and maintenance expenses, insurance payments, and Minor Capital Improvement expenses. Net Income does not include concession proceeds.
- 1.14 **Parking Lot** means the improved parking lot off of Fort Howard Avenue adjacent to the Ice Facility.
- 1.15 **Recreational Activity** means indoor activity undertaken for the purpose of exercise, relaxation, or pleasure, including, practice or instruction of any such activity.
- 1.16 **Board of Advisors** means Lessee's advisory panel made up of one member from the following groups or people:
(a) City of De Pere staff representative
(b) Board of Park Commissioners representative
(c) St. Norbert College Hockey

- (d) WIAA De Pere Voyageurs Hockey Team
- (e) Core Users of the Ice Facility as determined by the previous year rental hours
- (f) Rink Management

- 1.17 **Core Users** means any user group renting 100 hours or more in a year of ice time at the Ice Facility. The parties agree that the 100 hour threshold for Core User determination shall be reevaluated after a period of two (2) years of this Agreement.

2. TERM OF LEASE

- 2.01 The term of this Lease is five (5) years, commencing on June 2, 2012 and ending on May 31, 2017. Thereafter, the agreement may renew in five (5) year increments upon mutual written agreement by both parties. Any party may terminate the Lease by giving a minimum 12 month notice of termination prior to any renewal period.
- 2.02 Lessee shall pay City a Management Fee on a yearly basis as and for rent of the Ice Facility. Such payment shall be made by January 31 for the preceding year. The management fee shall be deposited into the Designated Capital Improvement Fund for the purpose of future maintenance and improvements to the Ice Facility. Should the situation arise where the agreement is terminated before its schedule expiration date or the lease has reached its expiration date of June 2, the Lessee shall pay the Management Fee within 30 days of when the lease terminates.

3. USE OF PROPERTY AND BUILDINGS

- 3.01 Lessee has the exclusive right to occupy the Ice Facility for the purposes of operating and maintaining the Ice Facility.
- 3.02 Except as otherwise specifically identified below, Lessee is solely responsible for all costs arising from and/or pertaining to the maintenance and operation of the Ice Facility.
- 3.03 Lessee shall use the Ice Facility in a manner consistent with this Agreement, City and State laws, ordinances and regulations, and all other City public park land policies, written or by custom. If the Lessee seeks to use the Ice Facility for anything other than the usual and customary operation of the Ice Facility, Lessee shall obtain prior written consent of the Board of Park Commissioners. Usual and customary operation includes all activities that utilize the ice surface, such as shows, tournaments and other ice related events.

- 3.04 The Lessee may sublease parts of the building (ie. Pro shop, private food vendor, etc.) to any group who has representation on the Board of Advisors. The Lessee may also sublease parts of the Ice Facility building to any other person, group or entity with prior written authorization from the Board of Park Commissioners.
- 3.05 The sale and consumption of alcohol beverages are permitted on the Leased Property with proper licensure from the City. No alcohol beverages will be sold or consumed during events which are mainly youth orientated. No carry in alcohol beverages shall be permitted.

4. MAINTENANCE, REPAIRS AND RESTORATION

- 4.01 The Lessee shall, throughout the term of the Agreement, be responsible to keep the Ice Facility in good condition and repair. All Minor Capital Improvements and repair, construction, reconstruction and maintenance shall be paid for solely by Lessee without any expense to the City.
- 4.02 The Lessee shall have a documented maintenance plan for HVAC, refrigeration system, dehumidification system and ice resurfacer.
- 4.03 The Lessee shall keep record of maintenance of all HVAC, refrigeration system, dehumidification system and ice resurfacer.
- 4.04 Major Capital Improvements which are required due to the negligence of Lessee, Lessee's employees or agents to adequately maintain Ice Facility equipment shall not be the responsibility of the City.
- 4.05 Major Capital Improvements and repair of construction, reconstruction, and maintenance other than those covered under paragraph 4.04, shall be paid for solely by City without any expense therefore to Lessee. All such Major Capital Improvements are subject to approval by the De Pere Common Council.
- 4.06 The Lessee shall make no Exterior Alterations, additions, repairs, permanent decorations, restoration or other improvements or modifications of whatsoever kind or nature except as approved in writing by the De Pere Common Council. All Exterior Alterations or modifications approved by City shall comply with the City's site plan review and building permit process.
- 4.07 Lessee may make interior alterations to the site without prior permission from the Board of Park Commissioners. Examples of interior modifications include, but not limited to, items such as replacement of carpet and/or flooring, painting of walls, replacing of bathroom fixtures, new décor or other alterations that will enhance the use of the Ice Facility.

- 4.08 Any construction or modifications by Lessee permitted by the City and/or Board of Park Commissioners shall be solely in furtherance of the use of the Ice Facility for the purpose of this Agreement and shall become the property of the City upon completion.

5. LESSEE'S RESPONSIBILITIES

- 5.01 The Lessee shall develop, operate and maintain the Ice Facility and operations related thereto primarily as a family ice facility. In doing so, Lessee shall undertake scheduling sports functions, establishing rules and procedures as necessary for use of the facility, including selling advertising which is appropriate for a family orientated facility, and where appropriate, subleasing space for related retail or service use. Lessee shall also clean and maintain facility in accordance with all health and safety regulations and to a degree the users of the Ice Facility find acceptable.
- 5.02 Such operation shall be performed in a fiscally responsible manner. To that end, Lessee shall yearly, or more frequently upon request, provide City full and complete access to its accounts, ledgers, budgets, and all other financial documentation pertaining to the Ice Facility. Failure to operate the Ice Facility in a fiscally responsible manner could be considered a default hereunder.
- 5.03 Lessee shall provide quarterly and year-end financial reports to the City using General Accepted Accounting Principles (GAAP).
- 5.04 Lessee shall provide reasonable public access at reasonable hours for public skating opportunities.
- 5.05 Lessee shall provide City at no cost, a two (2) hour block of time on an annual basis for hosting a City-wide special event. The parties agree to meet on a yearly basis to discuss a mutually agreeable time to schedule the special event. The parties shall strive to schedule the event on a date and time which is reasonably expected to draw a large segment of the De Pere population to the event.
- 5.06 The Lessee shall provide a concession area within the Ice Facility which complies with all City and State regulations. Revenue generated by the concessions shall not be included in the calculation of the Management Fee. If the City desires additional concession services, Lessee has the right of first refusal to provide those additional services.
- 5.07 Lessee shall set its own schedules, ice rental rates, concession prices and user fees. Ice rental rates shall not be increased on a yearly basis greater than three (3) percent

to members of the Board of Advisors without prior approval from the Board of Park Commissioners.

- 5.08 Lessee shall assemble and have in place within 60 days of commencement of this Lease, a Board of Advisors in accordance with paragraph 1.17 of this Lease, which shall be advisory in nature to the Lessee with regard to operations and policy development.
- 5.09 Lessee shall be responsible for maintaining the exterior of Leased Property including but not limited to grass cutting, weed control, landscape bed maintenance, and snow removal.
- 5.10 Lessee will not, directly or indirectly, create or allow to remain and will promptly discharge at its expense any lien, encumbrance, execution, attachment, or claim upon the Leased Property.
- 5.11 The Lessee shall be solely responsible for and shall timely pay any and all monthly and periodic expenses necessary or desired to maintain utility services including, but not limited to; electrical, water, wastewater, storm sewer, gas, telephone, cable, internet, water and wastewater charges.
- 5.12 The Lessee shall, on a yearly basis, provide to the Director of Parks, Recreation and Forestry, a five (5) year capital improvement projection covering the Ice Facility. Such capital improvement projections shall be submitted by June 1 of each year of this Lease.
- 5.13 The Lessee shall develop and maintain a website exclusive to the Ice Facility.
- 5.14 The Lessee shall provide a location inside the Ice Facility's main skating area for members of the Board of Advisors to display banners or other indicia of program sponsors. Lessee may require that expenses related to creating individual display areas are the responsibility of the Board of Advisor members. Design and appearance of the display must be approved by the Lessee. Revenues obtained from sponsorships shall be retained by the Board of Advisory member group which obtains the sponsor. Any sponsorship banner having an agreement of longer than one year shall need approval from the Board of Park Commissioners.
- 5.15 The Lessee shall ensure that every effort is made to provide teams from the De Pere Youth Hockey Association are provided the ability to host a minimum of 15 home games for each sponsored team, so as long as they continue to remain as a core user and member of the Board of Advisors.
- 5.16 The Lessee shall not remove or displace any "core" user with the purpose to redirect them to the Cornerstone Ice Center, unless their rental fee remains the same as their De Pere Ice Facility rate.

- 5.17 The Lessee shall have a documented training program for on-site supervisors, concessionaires, and Ice resurfacing operators.

6. CITY'S RESPONSIBILITIES

- 6.01 City shall deposit all monies paid through the Management Fee into the Designated Capital Improvement Fund. This fund shall not be used by the City for any other purpose during the term of this Agreement.
- 6.02 The City shall keep and maintain, including snow removal, the Parking Lot and all other City property adjacent to the Leased Premises.
- 6.03 The City will be responsible for all utility costs attributable to the Parking Lot.
- 6.04 The City will maintain, trim and be responsible for lawn cutting and maintenance in all areas of the park property except for the Leased Premises.
- 6.05 The City shall re-key all doors in the Ice Facility on June 2, 2012.

7. EXISTING OBLIGATIONS

- 7.01 Ice Facility Locker Rooms. Lessee acknowledges that the existing Ice Facility currently is encumbered by a Lease Agreement dated December 11, 1995 by and between the City and St. Norbert College and Green Bay Deacons Hockey Team (f/k/a De Pere Deacons). A copy of said Lease is attached hereto and incorporated by reference as Exhibit A. City hereby assigns said Leases to Lessee for the term of this Lease and Lessee consents to such assignment all terms, conditions, provisions, obligations, requirements and restrictions contained therein.

8. INSURANCE

- 8.01 The Lessee shall provide proof of such adequate coverage to the City and the City shall be named as an additional thereon for all liability policies. Adequate coverage shall, at a minimum, include:
- (a) General Liability
- (1) Coverage Form must be the most recent version of the Commercial General "Occurrence" policy, including:
- a. Premises and Operations
 - b. Products and Completed Operations

- c. Advertising and Personal Injury
- d. Explosion, Collapse and Underground Hazard Coverage
- e. Contractual Insurance
- f. Broad Form Property Damage
- g. Coverage for Independent Contractors
- h. Care, Custody and Control coverages for City-owned materials at the worksite
- i. Endorsement naming the City of De Pere, its employees, agents and assigns as Additional Insureds as respects work performed by the Contractor/Subcontractor for the City/Owner.

(2) Limits of Liability

Body Injury/Property Damage Combined Single Limits:

Per Occurrence \$2,000,000

Products/Completed

Operations Aggregate \$2,000,000

Personal Injury/

Advertising Injury \$2,000,000

Medical Payments Limits \$10,000,000

General Aggregate \$2,000,000

(b) Automobile Liability

(1) Coverages must include the following extensions:

Comprehensive Form

a. All Owned Autos

b. All Hired Autos

c. All Non-Owned Autos

d. Mobile Equipment

e. Specialized Equipment

f. Contractual Liability

g. Uninsured Motorists to Limit of Policy

h. Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(2) Limits of Liability

Combined Single Limit/Bodily Injury and Property Damage:

\$2,000,000 per person/per accident

Uninsured Motorists:

\$25,000 per person

\$50,000 per person

(c) Worker's Compensation and Employers' Liability Insurance

(1) Limits of Liability

Worker's Compensation \$500,000 per employee or per disease

Employer's Liability \$1,000,000

(d) Professional Liability (Errors and Omissions) \$2,000,000

These amounts are subject to revision from time to time as the City may request or require.

- 8.02 City shall maintain its own general liability insurance policy for all exterior surfaces, including land, parking lots, walkways and storage areas, which shall provide coverage for the acts of its officials, employees, agents and invitees. The City shall name Lessee as an Additional Insured on its general liability policy for any and all City sponsored events at the Ice Facility.

9. FINANCIAL GAIN

- 9.01 The Lessee may undertake reasonable and project related financial gain activities from time to time at the Ice Facility provided that any and all proceeds therefrom shall be used exclusively by Lessee for the further enhancement of its mission.
- 9.02 Such financial gain activities include, but are not limited to, free will donations, rental payments by approved assignees or sub-tenants, concession sales and user fees.
- 9.03 The Lessee shall semi-annually submit to the Board of Park Commissioners in summary form, information as to ice usage and financial data directly pertaining to and/or arising from Ice Facility and/or this Agreement. This report shall be in addition to the quarterly report required under paragraph 5.03.
- 9.04 The Lessee shall have the ability to solicit donations in return for naming rights and displaying of advertising/banners under the below conditions:
- (a) A minimum of 75% of revenue obtained shall be directed to improvements at the Ice Facility.
 - (b) Sponsoring agency must be appropriate for families.
 - (c) Any naming rights to the Ice Facility must obtain approval from the Board of Park Commissioners and De Pere Common Council.
 - (d) A summary must be provided in the year-end report of all donations received, advertising/banner provided, and amount of funding allocated to the Ice Facility, and which improvement it was allocated to.
 - (e) Any agreement with a donor cannot exceed the end of the Lease Agreement without authorization from the Board of Park Commissioners and De Pere Common Council. The end of the Lease Agreement shall be considered the end of a five (5) year agreement.

10. EASEMENTS

- 10.01 This Agreement is subject to all easements of records.

- 10.02 The City shall grant utility easements as necessary to the successors in interest to Lessee. Lessee unit, body and court lawfully exercising authority over the Ice Facility, its operation, and use.

11. COMPLIANCE WITH LAWS

- 11.01 The Lessee shall at all times, fully comply with and obey each and every applicable rule, regulation, law, ordinance, statute and order or any government.

12. MISCELLANEOUS

- 12.01 This Agreement shall be binding upon the parties hereto and their respective successors in interest.
- 12.02 This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
- 12.03 This Agreement shall not be assigned nor conveyed, nor any of Lessee's obligations transferred by Lessee to any person without prior written approval from the City.

13. DEFAULT

- 13.01 Events of Default and Remedies. If Lessee:
- (a) shall neglect or fail to pay any Management Fee within 30 days after such payment has become due and payable; or
 - (b) defaults in the performance of any term, provision, covenant, or condition on its part to be performed hereunder; or
 - (c) fails to operate the Ice Facility in a fiscally responsible manner; or
 - (d) materially breaches or breaks any of the covenants, obligations, terms, conditions or promises contained herein or shall willfully or maliciously do injury to any City property, operations or purposes the City shall have the right, in its sole discretion and operation, to forthwith terminate and void this Agreement and all rights of the Lessee hereunder without notice, unless Lessee shall have cured or caused to be cured such default or with respect to any obligation to operate, maintain, replace, or repair, shall have commenced and be diligently pursuing such cure within thirty (30) days after written demand, the City may exercise any one or more of the following remedies;

- (1) City may terminate this Lease and exclude Lessee from possession of the Leased Property;
- (2) City may use its efforts to lease the Leased Property at current market rental rates to another developer, holding Lessee liable for all rentals and other payments due up to the effective date of the new leasing and the excess, if any, of the rent and other amounts payable by Lessee under this Lease over the rents and other amounts which are payable under the new lease;
- (3) City may declare all rentals, payments, amounts, and fees due hereunder to become due and immediately owing and to accelerate payment thereof;
- (4) City may apply to any court of competent jurisdiction for appointment of a receiver or a trustee for one or more of the properties of lessee under this Lease or upon the Leased Property for the purpose of permitting the Leased Property to be operated and maintained for the purpose of paying the rental amounts and fees due under the Lease.

13.02 The rights and remedies in favor of the City hereunder shall be cumulative and non-exclusive of any other remedy to which the City may be entitled. As a result of any event of default hereunder, Lessee shall pay, as additional rent, all costs and expenses incurred by or on behalf of the City, including, without limitation, attorney fees and expenses therefore.

14. ENTIRE AGREEMENT

14.01 This Agreement constitutes the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the _____ day of _____, 2012.

BROWN COUNTY ICE MANAGEMENT, INC. **CITY OF DE PERE**

By: _____

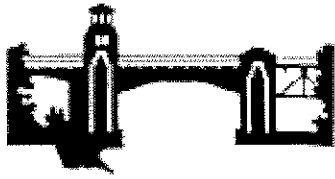
By: _____

Name: _____
Title: _____

Michael J. Walsh, Mayor

Name: _____
Title: _____

Charlene M. Peterson, Clerk-Treasurer



Memorandum

To: City Council

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

Re: Lease Agreement with Brown County Ice Management

Date: March 20, 2012

Issue: Review and consideration of the proposed lease agreement with Brown County Ice Management to operate the De Pere Ice Facility.

Summary: The Board of Park Commissioners began a process to review proposals to operate the Ice Facility in October of 2011. This was done because the current lease is coming to the end on June 1, 2012. During the review process, the Park Board established a review committee to analyze each of the proposals, in which they presented their information in November 2011. After various meetings and research, the Board of Park Commissioners ranked Brown County Ice Management as the highest of four proposals received. The Board of Park Commissioners recommended Brown County Ice Management at its January meeting, then directed staff to begin working on a draft agreement. Included in the Council agenda packet is a proposed lease agreement, staff and Brown County Ice Management agreed on.

Recommendation: Approve proposed lease agreement with Brown County Ice Management to operate the De Pere Ice Facility.

RESOLUTION 12- 24

AUTHORIZING COST SHARE AGREEMENT WITH
FOX RIVER NAVIGATIONAL SYSTEM AUTHORITY FOR
DE PERE LOCK LIGHT FIXTURE INSTALLATION

WHEREAS, the Fox River Navigational System Authority (FRNSA) is removing six existing light fixtures at the De Pere lock and replacing them with six new fixtures that will provide lighting for the lock and the City's Riverwalk; and

WHEREAS, the parties wish to agree to share the costs of this improvement and determine maintenance responsibilities between them as set forth in the Cost Share Agreement for De Pere Lock Light Fixture Installation, attached and incorporated as Exhibit 1.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Cost Share Agreement for De Pere Lock Light Fixture Installation (Exhibit 1) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of March, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Charlene M. Peterson, Clerk-Treasurer

Ayes: _____

Nays: _____

1008 Augustine Street
Kaukauna, WI 54130
Tele. 920-759-9833
Fax: 920-759-9834

FOX RIVER NAVIGATIONAL SYSTEM AUTHORITY

Cost Share Agreement for De Pere Lock Light Fixture Installation

This cost share agreement is between the Fox River Navigational System Authority and the City of De Pere for the installation of light fixtures at the De Pere Lock. These lights will serve both the Authority and the City by providing operational and safety lighting for the lock and recreation trail.

The work involved includes the removal of six existing light fixtures at the lock and the replacement of six new fixtures. The six fixtures are Beacon double lights. The light fixture specifications are identical to those being installed by the City of De Pere along the recreation trail under contract with Janke Construction. The installation includes material and labor. The total cost is thirty six thousand three hundred and thirty dollars (\$36,330.00). The Authority is contracting Janke Construction for the project.

As contained in this agreement the City of De Pere agrees to cost share fifty percent (50%) of the total \$36,330.00 cost or \$18,165.00 for the installed fixtures. Payment to be received after fixture installation and final invoice receipt. As part of this agreement the Authority will be responsible for electric utility service provision and on-going maintenance for the light fixtures. When FRNSA becomes aware of the need for maintenance to any of the light fixtures, it shall promptly make arrangements for the same. City agrees to notify FRNSA promptly upon it becoming aware of the need for maintenance of the light fixtures.

This agreement shall terminate upon the termination of the Lease between FRNSA and the City dated as of April 23, 2008 or upon the light fixtures being taken out of service due to inability to repair in a cost effective manner.

This Agreement approved this ____ day of _____, 2012.

City of De Pere

Fox River Navigational System Authority

Mayor

City Contact information

Name: Park Director
Phone Number: 920-339-8358
Address: 925 S. 6th St.
De Pere, WI 54115

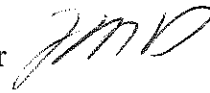
FRNSA Contact information

Name:
Phone Number:
Address:

MEMORANDUM

TO: Mayor & Common Council

FROM: Lawrence M. Delo, City Administrator



DATE: March 16, 2012

SUBJECT: Honey Hole II Bar

The Mayor received a request from Alderperson Wilmet to have an agenda item to consider alleged liquor law violations at the Honey Hole II Bar. The February 9, 2012 memo from the Police Chief is attached discussing the alleged violation.

CITY OF DE PERE
POLICE DEPARTMENT

MEMORANDUM

To: License Committee

From: Derek A. Beiderwieden, Chief of Police

Date: February 9, 2012

Subject: Pre-Hearing Request for Honey Hole II Bar

I am requesting a pre-hearing for violations reported to us by a patron while at Honey Hole II bar on December 18, 2011.

SUMMARY: At about 5:00 – 5:30pm on December 18, 2011, a male party patronizing the Honey Hole II bar (413 Main Ave) observed two young boys behind the bar, bartending. The boys were later identified as the owner's 10 and 14 years old sons.

HIGHLIGHTS: The patron stated he observed the following:

- Two boys behind the bar, bartending for about an hour
- The boys were pouring Jagermeister shots, serving beer and getting other drinks for patrons
- The boys took money and returned with change
- Two other adults were behind the counter, later identified as the boys' parents
- Approximately 15-20 people were served by the boys
- When confronted by a patron about the boys bartending the female behind the bar indicated the economy was tough and she could have anybody she wanted bartend

The bar owner, Gary Drew, stated to an officer investigating the complaint the bar is a family owned bar and he treats it like that during Packer games. He stated he wasn't aware his kids couldn't bartend until they are 18 years old, couldn't recall if his kids were serving shots or alcohol, but stated it wouldn't happen again.

A citation was issued to Mr. Drew for persons under 18 serving alcohol.

CONCLUSION: I am requesting this be forwarded to the Common Council for a hearing on the infractions from this event.

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A / P CHECK REGISTER

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PACKET: 03562 MAR 2012 COUNCIL - 2 3-20-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0217	AGRI-PARTNERS COOPERATIVE							
	I-201203120770	AGRI-PARTNERS COOPERATIVE	R	3/20/2012		2.40CR	064062	
	I-201203120771	AGRI-PARTNERS COOPERATIVE	R	3/20/2012		3.19CR	064062	
	I-201203120772	AGRI-PARTNERS COOPERATIVE	R	3/20/2012		21.98CR	064062	27.57
0302	AIRGAS NORTH CENTRAL							
	I-105405221	AIRGAS NORTH CENTRAL	R	3/20/2012		87.41CR	064063	
	I-105405741	AIRGAS NORTH CENTRAL	R	3/20/2012		104.75CR	064063	192.16
2982	ALL CITY COMMUNICATIONS							
	I-4699567-030112	ALL CITY COMMUNICATIONS	R	3/20/2012		127.80CR	064064	127.80
6022	APPLETON POST CRESCENT							
	I-6179052	APPLETON POST CRESCENT	R	3/20/2012		416.78CR	064065	416.78
0013	ARAMARK UNIFORM SERVICES INC							
	I-616-6355585	ARAMARK UNIFORM SERVICES INC	R	3/20/2012		287.48CR	064066	287.48
0441	BADGER METER INC							
	I-94348501	BADGER METER INC	R	3/20/2012		1,499.83CR	064067	1,499.83
0020	BADGERLAND PRINTING INC							
	I-19314	BADGERLAND PRINTING INC	R	3/20/2012		837.00CR	064068	
	I-19378	BADGERLAND PRINTING INC	R	3/20/2012		20.00CR	064068	857.00
0761	JOSEPH BAUGNET							
	I-201203130793	JOSEPH BAUGNET	R	3/20/2012		905.70CR	064069	905.70
0027	BAY TOWEL INC							
	I-1431463	BAY TOWEL INC	R	3/20/2012		41.53CR	064070	
	I-1431464	BAY TOWEL INC	R	3/20/2012		67.05CR	064070	
	I-1434602	BAY TOWEL INC	R	3/20/2012		68.62CR	064070	177.20
2099	BENEFIT ADVANTAGE INC							
	I-131411	BENEFIT ADVANTAGE INC	R	3/20/2012		25.00CR	064071	25.00
1532	BOBCAT PLUS INC							
	I-IG12862	BOBCAT PLUS INC	R	3/20/2012		146.03CR	064072	
	I-IG13416	BOBCAT PLUS INC	R	3/20/2012		235.64CR	064072	381.67
2831	BODART ELECTRIC SERVICE INC							
	I-11-18 (1) FINAL	BODART ELECTRIC SERVICE INC	R	3/20/2012		103,267.00CR	064073	103,267.00

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0046	BROWN COUNTY PORT SOLID WASTE DEPT I-18140	BROWN COUNTY PORT SOLID WASTE	R	3/20/2012		7,120.81CR	064074	7,120.81
0044	BROWN COUNTY REGISTER OF DEEDS I-201203120773	BROWN COUNTY REGISTER OF DEEDS	R	3/20/2012		30.00CR	064075	30.00
0115	CARQUEST AUTO PARTS LLC I-6339-144104 I-6339-144409	CARQUEST AUTO PARTS LLC CARQUEST AUTO PARTS LLC	R	3/20/2012 3/20/2012		72.67CR 378.09CR	064076 064076	450.76
3257	DARYL CARTER I-201203120774	DARYL CARTER	R	3/20/2012		70.43CR	064077	70.43
3801	RON CODY I-201203120775	RON CODY	R	3/20/2012		50.00CR	064078	50.00
3590	LAWRENCE DELO I-201203130794	LAWRENCE DELO	R	3/20/2012		270.08CR	064079	270.08
0075	DIGGERS HOTLINE INC I-120 2 36401	DIGGERS HOTLINE INC	R	3/20/2012		181.09CR	064080	181.09
5090	DORN, MARY I-201203120776	DORN, MARY	R	3/20/2012		233.66CR	064081	233.66
0086	EMPLOYEE RESOURCE CENTER INC I-0212-170	EMPLOYEE RESOURCE CENTER INC	R	3/20/2012		340.00CR	064082	340.00
6536	FAMILY THERAPY & ANXIETY CENTER I-201203120777	FAMILY THERAPY & ANXIETY CENTE	R	3/20/2012		106.25CR	064083	106.25
0091	FASTENAL COMPANY I-WIGRE249745	FASTENAL COMPANY	R	3/20/2012		36.61CR	064084	36.61
2627	FESTIVAL FOODS INC I-201203120778 I-201203120779 I-201203120780 I-245	FESTIVAL FOODS INC FESTIVAL FOODS INC FESTIVAL FOODS INC FESTIVAL FOODS INC	R	3/20/2012 3/20/2012 3/20/2012 3/20/2012		87.20CR 2.00CR 18.10CR 18.81CR	064085 064085 064085 064085	126.11
0200	FIRST SUPPLY GREEN BAY LLC I-9231679-00	FIRST SUPPLY GREEN BAY LLC	R	3/20/2012		293.71CR	064086	293.71

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0835	FOSTER COACH SALES INC							
	I-55632	FOSTER COACH SALES INC	R	3/20/2012		96.47CR	064087	96.47
1068	FOX VALLEY TRUCK & BODY INC							
	I-42723	FOX VALLEY TRUCK & BODY INC	R	3/20/2012		86.80CR	064088	
	I-42734	FOX VALLEY TRUCK & BODY INC	R	3/20/2012		402.00CR	064088	488.80
1	FRIEDRICH, CHAD							
	I-201203120781	MAILBOX	R	3/20/2012		40.03CR	064089	40.03
0110	G & K SERVICES INC							
	I-1011560804	G & K SERVICES INC	R	3/20/2012		175.70CR	064090	175.70
1891	GANNETT WI MEDIA							
	I-6181586	GANNETT WI MEDIA	R	3/20/2012		61.48CR	064091	
	I-6181898	GANNETT WI MEDIA	R	3/20/2012		72.00CR	064091	133.48
2544	GLOBAL RECOGNITION INC							
	I-123707	GLOBAL RECOGNITION INC	R	3/20/2012		110.00CR	064092	110.00
5830	GRAEF INC							
	I-73151	GRAEF INC	R	3/20/2012		21,164.78CR	064093	21,164.78
0116	GRAINGER INC							
	I-9760588773	GRAINGER INC	R	3/20/2012		49.32CR	064094	
	I-9762370857	GRAINGER INC	R	3/20/2012		13.37CR	064094	
	I-9768278138	GRAINGER INC	R	3/20/2012		181.31CR	064094	
	I-9770490242	GRAINGER INC	R	3/20/2012		160.47CR	064094	
	I-9772571106	GRAINGER INC	R	3/20/2012		121.92CR	064094	526.39
0666	GRAY'S INC							
	I-29665	GRAY'S INC	R	3/20/2012		265.00CR	064095	265.00
0780	GREAT LAKES TV SEAL INC							
	I-11-15 (3) FINAL	GREAT LAKES TV SEAL INC	R	3/20/2012		948.12CR	064096	948.12
2565	GREEN BAY PARKS REC & FORESTRY							
	I-201203130795	GREEN BAY PARKS REC & FORESTRY	R	3/20/2012		277.20CR	064097	277.20
0122	GREEN BAY REBUILDERS LLC							
	I-25338	GREEN BAY REBUILDERS LLC	R	3/20/2012		140.00CR	064098	140.00

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4902	HALRON LUBRICANTS INC							
	I-386263-00	HALRON LUBRICANTS INC	R	3/20/2012		74.52CR	064099	
	I-387244-00	HALRON LUBRICANTS INC	R	3/20/2012		58.66CR	064099	
	I-387366-00	HALRON LUBRICANTS INC	R	3/20/2012		2,051.00CR	064099	2,184.18
5484	HYDRO DESIGNS INC							
	I-26129-IN	HYDRO DESIGNS INC	R	3/20/2012		2,876.00CR	064100	
	I-26173-IN	HYDRO DESIGNS INC	R	3/20/2012		1,657.00CR	064100	4,533.00
0135	HYDROCLEAN EQUIPMENT INC							
	I-911885S	HYDROCLEAN EQUIPMENT INC	R	3/20/2012		230.00CR	064101	230.00
1399	INDOFF INC							
	I-2037006	INDOFF INC	R	3/20/2012		349.18CR	064102	
	I-2039861	INDOFF INC	R	3/20/2012		382.25CR	064102	
	I-2041732	INDOFF INC	R	3/20/2012		408.96CR	064102	
	I-2046030	INDOFF INC	R	3/20/2012		134.85CR	064102	1,275.24
6529	JANKE GENERL CONTRACTORS INC							
	I-2007-2028.00 (2)	JANKE GENERL CONTRACTORS INC	R	3/20/2012		354,028.67CR	064103	354,028.67
1276	JX ENTERPRISES INC							
	I-D-220530029	JX ENTERPRISES INC	R	3/20/2012		361.89CR	064104	
	I-D-220530042	JX ENTERPRISES INC	R	3/20/2012		33.17CR	064104	
	I-D-220530164	JX ENTERPRISES INC	R	3/20/2012		107.63CR	064104	
	I-D-220540095	JX ENTERPRISES INC	R	3/20/2012		53.73CR	064104	
	I-D-220540107	JX ENTERPRISES INC	R	3/20/2012		5.18CR	064104	
	I-D-220580007	JX ENTERPRISES INC	R	3/20/2012		10.30CR	064104	
	I-D-220590087	JX ENTERPRISES INC	R	3/20/2012		63.32CR	064104	
	I-D-220600106	JX ENTERPRISES INC	R	3/20/2012		115.31CR	064104	
	I-D-220600160	JX ENTERPRISES INC	R	3/20/2012		83.07CR	064104	
	I-D-220610048	JX ENTERPRISES INC	R	3/20/2012		29.99CR	064104	
	I-D-220610116	JX ENTERPRISES INC	R	3/20/2012		25.45CR	064104	
	I-D-220620023	JX ENTERPRISES INC	R	3/20/2012		12.25CR	064104	
	I-D-220660113	JX ENTERPRISES INC	R	3/20/2012		97.21CR	064104	
	I-D-220670134	JX ENTERPRISES INC	R	3/20/2012		37.76CR	064104	
	I-D-220670135	JX ENTERPRISES INC	R	3/20/2012		83.30CR	064104	
	I-D-220680037	JX ENTERPRISES INC	R	3/20/2012		47.41CR	064104	1,166.97
VOID	VOID CHECK		V	3/20/2012			064105	**VOID**
6538	KIM'S TAE KWON DO CENTER INC							
	I-604376	KIM'S TAE KWON DO CENTER INC	R	3/20/2012		91.80CR	064106	91.80

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PACKET: 03562 MAR 2012 COUNCIL - 2 3-20-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4584	KRUCZEK CONST INC							
	I-11-01 (6) FINAL	KRUCZEK CONST INC	R	3/20/2012		35,196.15CR	064107	35,196.15
3140	KUNDINGER FLUID POWER INC							
	I-50175306	KUNDINGER FLUID POWER INC	R	3/20/2012		419.39CR	064108	419.39
0153	LAFORCE INC							
	I-688793 RI	LAFORCE INC	R	3/20/2012		295.00CR	064109	295.00
0156	LAWSON PRODUCTS INC							
	I-9300107858B	LAWSON PRODUCTS INC	R	3/20/2012		22.99CR	064110	22.99
1105	LEDGEVIEW, TOWN OF							
	I-201203120782	LEDGEVIEW, TOWN OF	R	3/20/2012		20.70CR	064111	20.70
5943	LUBERDA, ALLEN							
	I-201203120783	LUBERDA, ALLEN	R	3/20/2012		34.76CR	064112	34.76
6198	MAILFINANCE							
	I-H3135570	MAILFINANCE	R	3/20/2012		89.00CR	064113	89.00
0169	MC MONAGLE LUMBER CO INC							
	I-39858	MC MONAGLE LUMBER CO INC	R	3/20/2012		7.98CR	064114	7.98
0173	MENARDS INC							
	I-30887	MENARDS INC	R	3/20/2012		56.67CR	064115	
	I-31217	MENARDS INC	R	3/20/2012		24.68CR	064115	
	I-32333	MENARDS INC	R	3/20/2012		59.00CR	064115	
	I-96961	MENARDS INC	R	3/20/2012		41.98CR	064115	182.33
1630	BRIAN MITCHELL							
	I-4126	BRIAN MITCHELL	R	3/20/2012		438.00CR	064116	438.00
3143	ELLEN MOORE							
	I-201203120784	ELLEN MOORE	R	3/20/2012		69.38CR	064117	69.38
3125	MORTON SALT INC							
	I-151156	MORTON SALT INC	R	3/20/2012		15,256.29CR	064118	15,256.29
1425	NATIONAL ENVIRONMENTAL HEALTH ASSOC							
	I-58143	NATIONAL ENVIRONMENTAL HEALTH	R	3/20/2012		56.00CR	064119	56.00

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0531	NORTHEAST AUTO PARTS INC							
	I-265629	NORTHEAST AUTO PARTS INC	R	3/20/2012		3.69CR	064120	
	I-265635	NORTHEAST AUTO PARTS INC	R	3/20/2012		22.80CR	064120	
	I-265646	NORTHEAST AUTO PARTS INC	R	3/20/2012		6.32CR	064120	
	I-265724	NORTHEAST AUTO PARTS INC	R	3/20/2012		43.23CR	064120	
	I-265728	NORTHEAST AUTO PARTS INC	R	3/20/2012		102.32CR	064120	
	I-265746	NORTHEAST AUTO PARTS INC	R	3/20/2012		14.12CR	064120	
	I-265769	NORTHEAST AUTO PARTS INC	R	3/20/2012		46.97CR	064120	
	I-265786	NORTHEAST AUTO PARTS INC	R	3/20/2012		5.57CR	064120	
	I-265869	NORTHEAST AUTO PARTS INC	R	3/20/2012		14.98CR	064120	
	I-265918	NORTHEAST AUTO PARTS INC	R	3/20/2012		72.13CR	064120	
	I-265923	NORTHEAST AUTO PARTS INC	R	3/20/2012		9.60CR	064120	
	I-265992	NORTHEAST AUTO PARTS INC	R	3/20/2012		13.30CR	064120	
	I-265993	NORTHEAST AUTO PARTS INC	R	3/20/2012		10.94CR	064120	
	I-365845	NORTHEAST AUTO PARTS INC	R	3/20/2012		2.29CR	064120	368.26
VOID	VOID CHECK		V	3/20/2012			064121	**VOID**
0571	NORTHERN PIPE EQUIPMENT INC							
	I-12106	NORTHERN PIPE EQUIPMENT INC	R	3/20/2012		25.51CR	064122	25.51
1160	OFFICEMAX INC							
	I-212622	OFFICEMAX INC	R	3/20/2012		22.74CR	064123	22.74
5222	P J KORTENS & CO INC							
	I-10013808	P J KORTENS & CO INC	R	3/20/2012		466.91CR	064124	466.91
5344	PABICH, KEN							
	I-201203120785	PABICH, KEN	R	3/20/2012		137.64CR	064125	137.64
2936	PAPA JOHN'S							
	I-S1655-12-1864	PAPA JOHN'S	R	3/20/2012		92.85CR	064126	92.85
0199	PARKER COATINGS INC							
	I-259657	PARKER COATINGS INC	R	3/20/2012		35.16CR	064127	35.16
5308	PETERSON, CHAR							
	I-201203120786	PETERSON, CHAR	R	3/20/2012		24.42CR	064128	24.42
0525	PETROLEUM EQUIP SERVICE OF WI INC							
	I-90235	PETROLEUM EQUIP SERVICE OF WI	R	3/20/2012		368.00CR	064129	
	I-90242	PETROLEUM EQUIP SERVICE OF WI	R	3/20/2012		55.83CR	064129	423.83

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0208	POMP'S TIRE SERVICE INC							
	I-173234	POMP'S TIRE SERVICE INC	R	3/20/2012		1,622.66CR	064130	
	I-173242	POMP'S TIRE SERVICE INC	R	3/20/2012		301.58CR	064130	1,924.24
1246	PREVEA WORKMED INC							
	I-78580	PREVEA WORKMED INC	R	3/20/2012		172.00CR	064131	172.00
4202	PRINTX INC							
	I-3431	PRINTX INC	R	3/20/2012		611.71CR	064132	611.71
6429	PSS WORLD MEDICAL INC							
	I-81773907	PSS WORLD MEDICAL INC	R	3/20/2012		143.68CR	064133	143.68
0228	RENT A FLASH OF WISCONSIN INC							
	I-33613	RENT A FLASH OF WISCONSIN INC	R	3/20/2012		856.10CR	064134	856.10
6380	ROCK OIL REFINING INC							
	I-210687	ROCK OIL REFINING INC	R	3/20/2012		140.00CR	064135	140.00
0248	SHOPKO CO LLC							
	I-201203120787	SHOPKO CO LLC	R	3/20/2012		71.94CR	064136	71.94
0252	SOUTHSIDE TIRE CO INC							
	I-3013306	SOUTHSIDE TIRE CO INC	R	3/20/2012		95.50CR	064137	
	I-3013356	SOUTHSIDE TIRE CO INC	R	3/20/2012		42.90CR	064137	138.40
0999	STAPLES ADVANTAGE							
	I-112547570	STAPLES ADVANTAGE	R	3/20/2012		11.01CR	064138	11.01
4094	STATE BAR OF WISCONSIN							
	I-450402	STATE BAR OF WISCONSIN	R	3/20/2012		56.41CR	064139	56.41
0255	STELLPLUG LAW SC							
	I-406-01M (190)	STELLPLUG LAW SC	R	3/20/2012		1,543.37CR	064140	1,543.37
0268	TRUCK EQUIPMENT INC							
	I-526039	TRUCK EQUIPMENT INC	R	3/20/2012		89.98CR	064141	89.98
6537	TRUCK SITE							
	I-963	TRUCK SITE	R	3/20/2012		4,250.00CR	064142	4,250.00
0857	USA BLUEBOOK							
	I-609211	USA BLUEBOOK	R	3/20/2012		71.07CR	064143	71.07

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0277	VAN'S FIRE & SAFETY INC							
	I-4031740	VAN'S FIRE & SAFETY INC	R	3/20/2012		36.25CR	064144	36.25
1	VIC BROWN SALES							
	I-215669	215669	R	3/20/2012		39.95CR	064145	39.95
4528	WELSING & ASSOCIATES							
	I-126733	WELSING & ASSOCIATES	R	3/20/2012		38.00CR	064146	38.00
0282	WESCO DISTRIBUTION INC							
	I-766820	WESCO DISTRIBUTION INC	R	3/20/2012		89.51CR	064147	
	I-778057	WESCO DISTRIBUTION INC	R	3/20/2012		1.47CR	064147	
	I-778059	WESCO DISTRIBUTION INC	R	3/20/2012		160.45CR	064147	
	I-787545	WESCO DISTRIBUTION INC	R	3/20/2012		71.95CR	064147	323.38
0287	WI DEPT OF ADMINISTRATION							
	I-65919	WI DEPT OF ADMINISTRATION	R	3/20/2012		135.00CR	064148	135.00
0291	WI DEPT OF JUSTICE TIME MADISON							
	I-201203120788	WI DEPT OF JUSTICE TIME MADI	R	3/20/2012		21.00CR	064149	21.00
0548	WI RURAL WATER ASSOC							
	I-201203120789	WI RURAL WATER ASSOC	R	3/20/2012		420.00CR	064150	420.00
4865	XEROX CORPORATION							
	I-60279982	XEROX CORPORATION	R	3/20/2012		116.00CR	064151	116.00
6338	YAEGER OIL CO INC							
	I-201203130796	YAEGER OIL CO INC	R	3/20/2012		63.63CR	064152	63.63
0300	ZARNOTH BRUSH WORKS INC							
	I-137529-IN	ZARNOTH BRUSH WORKS INC	R	3/20/2012		1,547.30CR	064153	
	I-137566-IN	ZARNOTH BRUSH WORKS INC	R	3/20/2012		34.95CR	064153	
	I-137617-IN	ZARNOTH BRUSH WORKS INC	R	3/20/2012		58.75CR	064153	1,641.00

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	90	0.00	571,949.94	571,949.94
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:	2	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:	92	0.00	571,949.94	571,949.94
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OTAL ERRORS: 0

TOTAL WARNINGS: 0

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VENDOR SET: 01

BANK : AP ASSOCIATED

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

FUND	PERIOD	AMOUNT
100	3/2012	41,386.08CR
201	3/2012	639.27CR
208	3/2012	24.97CR
235	3/2012	375,193.45CR
405	3/2012	139,411.27CR
415	3/2012	4,250.00CR
601	3/2012	8,189.25CR
650	3/2012	2,855.65CR
=====		
ALL		571,949.94CR

CITY OF DE PERE - March 20, 2012

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
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