

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 5, 2013** 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 February 20, 2013 regular meeting of the Common Council.
4. Public Hearing on a Conditional Use Application for a 4,800 square foot office building at 1251 Scheuring Road is scheduled for 7:35 p.m. or soon after.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. After the hearing is held, Resolution #13-24, Authorizing And Approving A Conditional Use Permit (Part of Parcel WD-364-D-531) is presented for consideration.
5. Public Hearing on Official City of De Pere Map is scheduled for 7:35 p.m. or soon after.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. After the hearing is held, Ordinance #13-08, Amending The Official Street Map Of The City Of De Pere, is presented for consideration.
6. Public comment upon matters not on agenda or other announcements.
7. Recommendation from the Board of Park Commissioners to approve the following donations:
 - A. Six handicap picnic tables by Eagle Scout, Keith Deitrich, valued at \$825. Tables are to be placed at the De Pere Dog Park.
 - B. 75 trees valued at \$4,600 from the Green Bay Packers, Wisconsin DNR, and US Forest Service from their "First Down for Trees" program.
 - C. Diamond improvements (i.e., lip removal, edge clean up, additional diamond mix, reset synthetic turf at coaches boxes, pitching mound reconditioning, and top dress infield) at Kelly Danen Park valued at \$5,250 from De Pere Baseball.

8. Recommendation from the License Committee:
 - A. Application for a Class "B" Beer & "Class B" Liquor License for The Holiday, 132 S. Front Street, De Pere.
9. Recommendation from the Plan Commission:
 - A. CSM Application for a three lot CSM at the St. Norbert College Science Center. Agent: Steve Bieda.
10. Recommendation from the Finance/Personnel Committee:
 - A. Appropriate from unassigned General Fund Reserve Fund to fund a 1% bonus for certain non-represented employees to offset lower wage increase than what was provided to represented employees in 2013.
11. Resolution #13-25, Authorizing Amendment To Redevelopment Agreement Between Gerald G. Van Dyn Hoven, Dutch Boyz Development, LLC, The Redevelopment Authority Of The City Of De Pere And The City Of De Pere.
12. Resolution #13-26, Approving Agreement For Consulting Services Between The City Of De Pere And Rettler Corporation (Southwest Park Pond Design).
13. Resolution #13-27, Approving Agreement For Consulting Services Between The City Of De Pere And RW Management Group, Inc. For Interim Fire Department Management Services.
14. Review the positive outcome of moving to the High Deductible Health Plan (HRA).
15. Review status of having an actuarial study completed on cost of retiree health insurance (no attachment).
16. Consider Change Order #2 for De Pere Riverwalk Phase II.
17. Discussion regarding the status of the De Pere Riverwalk phase two funding.
18. City Sustainability Team report on activities.
19. Voucher approval.
20. Applications for Operator's Licenses.
21. Discuss scheduling license hearings.
22. Future agenda items.
23. 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 4, 2013 so that arrangements can be made.

AGENDA SENT TO:

Mayor
Alderspersons
Department Heads
TV, Newspapers, & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Public Hearing:

PEDS LLC
PETERSON RENTALS FAMILY LP
DEAN M & SUSAN ZIMMERMAN
MLEAMAC LLC ETAL
FOX RIVER FIBER CO LLC
C 7 LLC
NORWAY LLC
PETER A HEIN
WILLIAM A HEIN
EDS ASSOCIATES LLC
DISABLED AMERICAN VETERANS
OF WI CHAPTER 3

MAU AND ASSOCIATES

DUTCH BOYZ DEVELOPMENT, LLC
GERALD BURTON
RW MANAGEMENT GROUP, INC.
RETTLER CORPORATION

GRAEF

C/O ENGBOS HEATING

JOHN E VINOSKI

STEVE BIEDA

GERALD VAN DYN HOVEN

JEFFREY ROEMER
RICK RETTLER

PATRICK FEHRENBACH

PO BOX 5512
W897 HWY EE
1420 STANEK LN
333 BISHOPS WAY #160
1751 W MATTHEW DR
1740 E MATTHEW DR
1717 W MATTHEW DR
PO BOX 5194
PO BOX 5194
1703 W MATTHEW DR

1253 SCHEURING RD UNIT 4

400 SECURITY BLVD

P.O. BOX 526
704 OCONTO PL.

1295 APPLETON ROAD, SUITE 2
3317 BUSINESS PARK DRIVE
1150 SPRINGHURST DRIVE,
SUITE 201

DE PERE WI 54115
DE PERE WI 54115-8589
DE PERE WI 54115-1038
BROOKFIELD WI 53005-6233
DE PERE WI 54115-9131
DE PERE WI 54115
DE PERE WI 54115-8183
DE PERE WI 54115-5194
DE PERE WI 54115-5194
DE PERE WI 54115-8183

DE PERE WI 54115

GREEN BAY, WI 54313

FREMONT, WI 54940
DE PERE, WI 54115

MENASHA, WI 54952
STEVENS POINT, WI 54482
GREEN BAY, WI 54304

**COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – FEBRUARY 20, 2013**

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Tuesday, February 20, 2013.

Mayor Mike Walsh called the meeting to order at 7:30 p.m. Roll call was taken and the following members were present: Alderpersons Kevin Bauer, James Boyd, Scott Crevier, Mike Donovan, Jim Kneiszel, Larry Lueck, & Kathy Van Vonderen. Alderperson Robinson was excused. The Council said the Pledge of Allegiance to the Flag.

3. Alderperson Lueck moved, seconded by Alderperson Crevier, to approve the minutes of the February 5, 2013 meeting. Upon vote, the minutes were approved unanimously.

PUBLIC HEARING

4A. A Public Hearing on a Conditional Use Application for an auto repair/restoration center at 519 George Street was presented. Clerk-Treasurer Shana Defnet announced the Notice of Public Hearing was published in the City's Official Newspaper, the De Pere Journal on February 7, 2013.

4B. City Planner Ken Pabich stated the Plan Commission recommended approval.

Mayor Walsh declared the public hearing open for anyone wishing to speak; there was no one present who wished to speak so the public hearing was closed.

4C. Resolution 13-15, Authorizing And Approving A Conditional Use Permit (Parcel ED-897) was presented for consideration. Alderperson Donovan moved, seconded by Alderperson Van Vonderen, to approve the resolution. Upon vote, motion carried unanimously.

5A. A Public Hearing on a Conditional Use Application for a Tail Waggers Day Care (kennel) at 1225 Lawrence Drive was presented. Clerk-Treasurer Shana Defnet announced the Notice of Public Hearing was published in the City's Official Newspaper, the De Pere Journal on February 7, 2013.

5B. City Planner Ken Pabich stated the Plan Commission recommended approval.

Mayor Walsh declared the public hearing open for anyone wishing to speak; there was no one present who wished to speak so the public hearing was closed.

5C. Resolution 13-16, Authorizing And Approving A Conditional Use Permit (Parcel WD-D0014) was presented for consideration. Alderperson Crevier moved, seconded by Alderperson Lueck, to approve the resolution. Discussion followed. Upon vote, motion carried unanimously.

6. Public Comment or other Announcements. None.

RECOMMENDATION FROM THE FINANCE/PERSONNEL COMMITTEE

7A. A \$600 donation from Sharon Danen to be used to purchase personal protective gear for the Fire Department was presented. Alderperson Van Vonderen moved, seconded by Alderperson Crevier to approve the donation. Upon vote, motion carried unanimously.

RECOMMENDATION FROM THE BOARD OF PUBLIC WORKS

8A. Installation of Preserve America Signage was presented. Alderperson Van Vonderen moved, seconded by Alderperson Kneiszel to approve the recommendation. Upon vote, motion carried unanimously.

RECOMMENDATIONS FROM THE LICENSE COMMITTEE

9A. Recommendation from the License Committee to schedule an evidentiary hearing before the Common Council to consider the suspension or revocation of the Class B Retail License for the sale of fermented malt beverages and

intoxicating liquors issued to Willi's Bar & Grill, 1605 Fort Howard Ave., Ste. C was presented. Alderperson Bauer moved, seconded by Alderperson Kneiszel that a hearing before the Common Council be scheduled. Upon vote, motion carried unanimously.

9B. Recommendation from the License Committee to schedule an evidentiary hearing before the Common Council to consider the suspension or revocation of the Class A Retail License for the sale of fermented malt beverages issued to De Pere Y-Mart, 1017 Fourth Street was presented. Alderperson Bauer moved, seconded by Alderperson Kneiszel that a hearing before the Common Council be scheduled. Upon vote, motion carried unanimously.

9C. Recommendation from the License Committee to schedule an evidentiary hearing before the Common Council to consider the suspension or revocation of the Class A Retail License for the sale of fermented malt beverages issued to DJ Convenience, 1605 Fort Howard Ave., Ste. A was presented. Alderperson Bauer moved, seconded by Alderperson Kneiszel that the City issue a warning letter to the agent. Upon vote, motion carried unanimously.

9D. Application for a Premise Description Change for St. Norbert College, De Pere, WI, submitted by Terrie DuBois was presented. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve the application. Upon vote, motion carried unanimously.

9E. Application for a Class "B" Beer & "Class B" Liquor License for Pubhaus at 600 George Street was presented. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve the application. Upon vote, motion carried unanimously.

9F. Application for a Class "B" Beer & "Class B" Liquor License for Willi's Bar & Grill, 1605 Fort Howard Ave., Ste. C was presented. Alderperson Bauer moved, seconded by Alderperson Kneiszel to table the application until the March 19, 2013 License Committee meeting. Upon vote, motion carried unanimously.

10. Ordinance 13-06, Repealing Sexual Offender Residency Restrictions (second reading) was presented. Alderperson Crevier moved, seconded by Alderperson Boyd to approve the ordinance. Alderperson Lueck explained that he believes the Council needs more information from the Department of Corrections before they make a decision. Alderperson Crevier moved, seconded by Alderperson Van Vonderen to open the meeting. Upon vote, motion carried unanimously. Donald Sliwka, 510 Acreview Drive, De Pere, spoke and stated that he owns rental property in De Pere and was surprised when the Department of Corrections contacted him about renting one of his properties near a school to a registered sex offender. Alderperson Crevier moved, seconded by Alderperson Lueck to close the meeting. Upon vote, motion carried unanimously. Discussion followed. Alderperson Lueck moved, seconded by Alderperson Van Vonderen, to table the ordinance until the March 19th meeting. Upon vote, motion carried 4-3 with Alderpersons Bauer, Crevier, and Kneiszel voting nay.

11. Ordinance 13-07, Amending §22-15 De Pere Municipal Code Regarding Driveway Apron Approaches was presented. Alderperson Bauer moved, seconded by Alderperson Lueck to approve the ordinance. Upon vote, motion carried unanimously.

12. Resolution 13-17, Ordering Installation Of Sidewalks At Various Locations was presented. Alderperson Kneiszel moved, seconded by Alderperson Crevier to approve the resolution. Upon vote, motion carried unanimously.

13. Resolution 13-18, Authorizing Payment Of Claim (Donald Sliwka) was presented. Alderperson Donovan moved, seconded by Alderperson Lueck to approve the resolution. Upon roll call vote, motion carried unanimously.

14. Resolution 13-19, Authorizing Revocable Occupancy Permit (Eric R. and Michelle L. Nelson) was presented. Alderperson Boyd moved, seconded by Alderperson Lueck to approve the resolution. Upon vote, motion carried 6-1 with Alderperson Bauer voting nay.

15. Resolution 13-20, Approving Agreements Between The City Of De Pere And Dixon Engineering, Inc. (Sprint Wireless Antenna Upgrade) was presented. Alderperson Crevier moved, seconded by Alderperson Boyd to approve the resolution. Upon roll call vote, motion carried unanimously.

16. Resolution 13-21, Approving Agreement For Consulting Services Between The City Of De Pere And Dixon Engineering, Inc. (Antenna Installation Review) was presented. Alderperson Crevier moved, seconded by Alderperson Lueck to approve the resolution. Upon roll call vote, motion carried unanimously.

17. Resolution 13-22, Authorizing Healthcare Student Placement Agreement With Northeast Wisconsin Technical College (NWTC) was presented. Alderperson Van Vonderen moved, seconded by Alderperson Boyd to approve the resolution. Upon vote, motion carried unanimously.

18. Resolution 13-23, Approving Agreement For Consulting Services Between The City of De Pere and Midwest Engineering Services, Inc. (2013 Construction Materials Testing and Soil Borings) was presented. Alderperson Bauer moved, seconded by Alderperson Crevier to approve the resolution. Upon roll call vote, motion carried unanimously.

19. Discussion regarding the status of the De Pere Riverwalk phase two construction was presented. The barges were removed and landscaping will be done in spring.

20. The vouchers were presented. Alderperson Van Vonderen moved, seconded by Alderperson Crevier to approve the vouchers. Upon vote, motion carried unanimously.

21. Applications for Operator's Licenses were presented.

CITY OF DE PERE - FEBRUARY 20, 2013					
ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses for the 2012-2014 Licensing Period					
1	BRANTLEY, JAMEN R.	3107 RIVERSIDE DR.	GREEN BAY	WI	54301
2	ELLSWORTH, CHARITY A.	533 BADER ST.	GREEN BAY	WI	54302
3	FAWCETT, RYAN T.	3233 PIONEER DR.	GREEN BAY	WI	54313
4	ROBINSON, CLAUDE J.	1437 S. CHESTNUT AVENUE	GREEN BAY	WI	54304
5	SULENTIC, SAFAH E.	703 FREDRICK ST., APT. 1	GREEN BAY	WI	54313
TEMPORARY OPERATOR LICENSE APPLICATIONS					
1	ACHTEN, JAY G.	1190 DREWS DR.	DE PERE	WI	54115
2	BUSSIERE, ANDY W.	745 SIMONET CT.	GREEN BAY	WI	54301
3	GIBSON, GARRON G.	1857 BRIARWOOD CT.	DE PERE	WI	54115
Operator Licenses for the 2012-2014 Licensing Period					
1	ADDIE, CHELSEY L.	435 S. ST. BERNARD DR.	DE PERE	WI	54115
2	HEATH, MICHELE L.	527 COTTAGE GROVE	GREEN BAY	WI	54304
3	HOFFMAN, PATRICK R.	1565 RED MAPLE RD.	DE PERE	WI	54115
4	JOHNSTON, CAITLYNN B.	6778 DUESTER ST., APT. B	GREENLEAF	WI	54126
5	JOSEPHS, LAURA L.	1721 S. NORWOOD AVE.	GREEN BAY	WI	54304
6	KOHLWEY, JULIE E.	621 SHADY RIDGE CT.	GRAFTON	WI	53024
7	LUECKE, LINDA S.	421 S. ONTARIO ST.	DE PERE	WI	54115
8	MENACHER, KARISSA M.	719 S. OAKLAND AVE.	GREEN BAY	WI	54304
9	OLSON, HEIDI A.	707 KNOLL TER.	DE PERE	WI	54115

Alderperson Bauer moved, seconded by Alderperson Kneiszel to table Previously Tabled Operator License #2 and to approve Previously Tabled Operator Licenses #1, 3, 4, and 5. Upon vote, motion carried unanimously. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve Temporary Operator Licenses #1-3. Upon vote, motion carried unanimously. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve Operator Licenses #1-9. Upon vote, motion carried unanimously.

22. Future Agenda Items. None.

23. Discuss filling of Fire Chief position vacancy was presented. Alderperson Van Vonderen moved, seconded by Alderperson Crevier to convene in closed session at 8:23 p.m. Upon roll call vote, motion carried unanimously. (Alderperson Robinson arrived at 8:38 p.m.)

24. Discuss City's unpaid ambulance bill lien involved in mortgage foreclosure action Bank of America v. Wishart et al, Brown County Case 13 CV 86 was presented in closed session.

Alderperson Van Vonderen moved, seconded by Alderperson Crevier, to reconvene in open session. Upon roll call vote, motion carried unanimously.

Alderperson Donovan moved, seconded by Alderperson Boyd to direct City Administration to negotiate with an outside consulting firm for appointment by Police and Fire Commission as interim Fire Chief. Upon vote, motion carried unanimously.

Alderperson Van Vonderen moved, seconded by Alderperson Lueck to write off the remainder of the City's unpaid ambulance bill. Upon vote, motion carried unanimously.

Upon motion by Alderperson Van Vonderen, seconded by Alderperson Crevier, the Common Council adjourned at 9:24 p.m.

Respectfully submitted,

Shana Defnet
Clerk-Treasurer

RESOLUTION #13-24

AUTHORIZING AND APPROVING A CONDITIONAL USE PERMIT
(Part of Parcel WD-364-D-531
to be combined with and become part of Parcel WD-1864)

WHEREAS, the Common Council of the City of De Pere has reviewed the recommendation of the City Plan Commission regarding the granting of a conditional use as described below and has determined that the matter be scheduled for public hearing and decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer has published a Notice of Public Hearing regarding the proposed conditional use and, pursuant thereto, a Public Hearing has been held at the City Hall Council Chambers on the 5th day of March, 2013 at 7:35 p.m., whereupon the Common Council heard all interested parties, their agents and attorneys;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere, Wisconsin, as follows:

That the Common Council does hereby find and determine that an application for a conditional use permit has been made by a party in interest in accordance with §14-30, De Pere Municipal Code, further, that the standards relating to the conditional use as set forth in §14-30(5), De Pere Municipal Code, have been or will be complied with and that the Common Council does therefore and hereby, pursuant to §14-30(6), De Pere Municipal Code, authorize and grant a conditional use permit as provided at §14-52(2)(a), De Pere Municipal Code, for purposes of permitting within the I-B-2 Industrial Business District Zone, an office complex at 1251 Scheuring Road upon the easterly 135 feet of Parcel WD-364-D-531, (to be combined with and become part of Parcel WD-1864) subject to the following conditions:

A. Plan Commission Recommendations

1. The allowed uses for the site shall be limited to the permitted uses listed in the C-EO District.
2. Upon Conditional Use approval, a full set of civil drawings shall be submitted and approved before permits are issued.

3. A recorded condominium document shall be provided to the Building Inspection Department before occupancy.
4. Any additional signage for the business shall be submitted for approval by staff.

B. Additional Staff Recommendations

1. The subject property shall be transferred to PEDS, LLC, owner of Parcel WD-1864.
2. Upon transfer, PEDS, LLC shall take all steps necessary to combine the subject parcel with and become a part of Parcel WD-1864.
3. No building permit shall be issued by the Building Inspection Department unless adequate proof of items 1 and 2 above being completed.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of March, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Vicki L. Scray, Deputy Clerk

Ayes: _____

Nays: _____

Publish: February 7, 2013 (Class 1 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on Tuesday, March 5, 2013 at 7:35 p.m. or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway Street, De Pere, Wisconsin, a public hearing will be held by the Common Council of the City of De Pere to act on the conditional use request for the following property:

Conditional Use to allow an office use at 1251 Scheuring Road, which is an Industrial Business 2 (I-B-2) district.

Petitioner: Mark Soderlund.

Dated this 7th day of February, 2013.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Defnet
City Clerk-Treasurer

Item #3: Review the Conditional Use Application for a 4,800 square foot office building at 1251 Scheuring Road in an I-B-2 (Industrial Business District 2) District. Application: Mark Soderlund.

Conditional Use Review

Conditional use submitted by PEDs, LLC for a new office facility located on Scheuring Road. The property is zoned I-B-2 (Industrial-Business 2) which allows for office uses as listed in the C-EO (Corporate Executive Office) District as a conditional use. In February of 2008, a conditional use was permitted for the initial office development on this site. The site plan shows a new building will be added to the existing office development. The table below summarizes some of the impact related to the new facility.

Conditional Use Review Form	Yes	No	NA
Will the proposed use be compatible with the surrounding area?	x		
Will the proposed building be architecturally compatible with those in the surrounding area?	x		
Will the condition create a:			
1. Noise problem		x	
2. Traffic problem		x	
3. Parking problem		x	
4. Highway access problem		x	
5. Garbage disposal problem		x	
6. Policy and Fire protection problem		x	
7. Be hazardous to children		x	
8. Lighting problem		x	
9. Sewage disposal problem		x	
10. Water supply problem		x	
11. Runoff or drainage problems		x	
12. Windblown articles		x	
13. Water pollution		x	
14. Air pollution		x	
15. Wind erosion		x	
Would the new use of the property have an adverse effect on population densities?		x	
Would the property insurance rates increase for adjoining owners?			x
Would the granting of the conditional use be detrimental to the environment?		x	
Would the proposed use add or create a floodplain problem?		x	
Would prime agricultural land be destroyed if approved?		x	
Will this use have an adverse effect on a school district?		x	
Will this change decrease adjacent property values?		x	
Will the use add to the economic growth of the labor and industry of Brown County?	x		
Is the conditional use primarily for a speculative income return?			x

Given the size of the remnant property, it will be very difficult to find a compatible I-B-2 use that will meet the minimum size requirements. Thus, staff feels that offices are a viable use of the site.

Recommendation

Staff would recommend approval of the conditional use with the following recommendations:

1. That uses for the site shall be limited to those permitted in the C-EO District.
2. The facility shall meet the requirements outlined under the site plan review.
3. The conditional use shall be forwarded to City Council for action.

Site Plan Review for the Conditional Use

Overview	The site would add a new 4,800 square foot building to the site. If approved the site would have 3 office buildings on the site. The building would be located on the west side of the site. The site would be accessed from the existing driveway on Scheuring Road.		
Public Works	Does the project meet the City Stormwater regulations?	Yes ☒	No ☐ NA
	Sewer properly connected?	Yes ☒	No ☐ NA
	Water properly connected?	Yes ☒	No ☐ NA
	Access properly designed (driveway and sidewalks)?	Yes ☒	No ☐ NA
	Are there any issues with easements or right-of-ways?	Yes ☒	No ☐ NA
	Are there other items that need to be addressed?	☒ Yes ☐ No ☐ NA	
	Required Actions: Sanitary Sewer 1. A full set of civil drawings are required and will need to be approved before the project can proceed. The civil includes: sanitary, water and storm water.		
Forestry & Parks	Does the project meet the City Landscaping Regulations?	☐ Yes ☐ No ☒ NA	
	Required Actions: 1. A landscape plan will need to be submitted to the City and approved by the City Forester.		
Fire	Does the project meet City Fire Codes?	Yes ☒	No ☐ NA
	Required Actions: 1. Provide complete detailed plans for construction review; provide details of use for all areas of structure. Provide detailed plans prior to start of construction. Define use of structure. 2. Separation of hazards/use may be required. Provide floor arrangement for inside structure. Detail any hazardous substances/operations anticipated within the structure. 3. Provide exit/and emergency lighting throughout the means of egress. Define exit pathways and travel distances. 4. No smoking and floor loading signage may be required 5. Provide fire extinguishers at maximum 75' travel distances, locating extinguishers toward the exits. 6. Recommended: Provide fire alarm system drawings for approval prior to installation of this system. 7. Recommended: Install key box for Fire Department access.		
	Does the project meet the design regulations (exterior building elevations/materials)?	☒ Yes ☐ No ☐ NA	
	Does the project meet the City setback requirements?	Yes ☐ ☒ No ☐ NA	
	Does the project meet the City parking requirements?	☒ Yes ☐ No ☐ NA	
	Does the project meet the City lighting requirements?	☒ Yes ☐ No ☐ NA	
	Is the refuse properly sited and screened?	☒ Yes ☐ No ☐ NA	
Planning & Building Inspection	Does the signage meet the City code?	Yes ☐ ☒ No ☐ NA	
	Are there other items that need to be addressed?	☒ Yes ☐ No ☐ NA	
	Required Actions: 1. A variance is required from the Zoning Board of Appeals for the west side yard setback. 2. The monument sign must be relocated and approved by staff. 3. The developer must provide the City a copy of the recorded condominium documents.		

Recommendation:

Staff would recommend the following:

1. Approve the site plan with the requirement that the items identified must be completed and approved by the City if the conditional use is approved.



CITY OF DE PERE

APPLICATION FOR
CONDITIONAL USEFee: \$ ^{250.00}~~200.00~~

Receipt #: 5045

Date: 1-27-2013

Please print or type using black ink for duplicating purposes.

A. Property Owner: Name: PEDS LLC
 Mailing Address: PO 5512 De Pere WI
 Phone: 920-655-8457
 Email: SONIE5141@gmail.com

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

Agent: Name: _____
 Mailing Address: _____
 Phone: _____
 Email: _____

B. Property Information

Address/Location of Property: Schencing Rd Parcel #: PART OF WD364-D-531
 Parcel Dimension: 103 x 319 Parcel Area: 32,857 sq ft
 Legal Description: ENSTRELY 103' OF WD364-D-531

C. Land Use

Existing Zoning: IB-2 INDUSTRIAL BUSINESS 2 DISTRICT
 Present Use of Parcel: VACANT
 Proposed Use of Parcel: OFFICE BUILDING
 Present Use of Adjacent Property: NORTH - APARTMENTS, EAST - EXECUTIVE OFFICES,
SOUTH - FOX RIVER FIBRE, WEST - GREEN BAY COUNTRY CLUB

A Conditional Use Permit is requested as authorized by the De Pere Zoning Code, Section(s): 14.52(2)(a)

Owner Signature

Date

Agent Signature

Date

PEDS LLC
P.O. Box 5512
De Pere, WI 54115
January 15, 2013

Ken Pabich, Director of Planning and Economic Development
335 S. Broadway
De Pere, WI 54115

RE: Conditional Use Permit

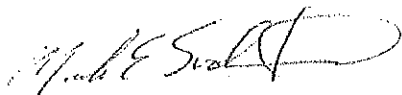
Dear Ken,

A while back I spoke to you about phase II to the office development that I constructed at 1251-1253 Scheuring Road. I am ready to start the process of obtaining another conditional use permit for a professional office building as I did in 2009. The attached site plan consists of a third office building adjacent to the west of 1251-1253 Scheuring Road. The property that the development would expand on is the easterly 103 feet of 1703 Matthew Drive (tax parcel # WD 364-D-531) which is owned by EDS Assoc. LLC. I have an accepted offer from John Vinoski to purchase this property. This land would become part of the original "Scheuring Road Business Centre Condominiums". A complete survey of the additional land will be completed pending approval of the attached conditional use permit. The condominium documents will also be provided to the City of De Pere after approval of the project.

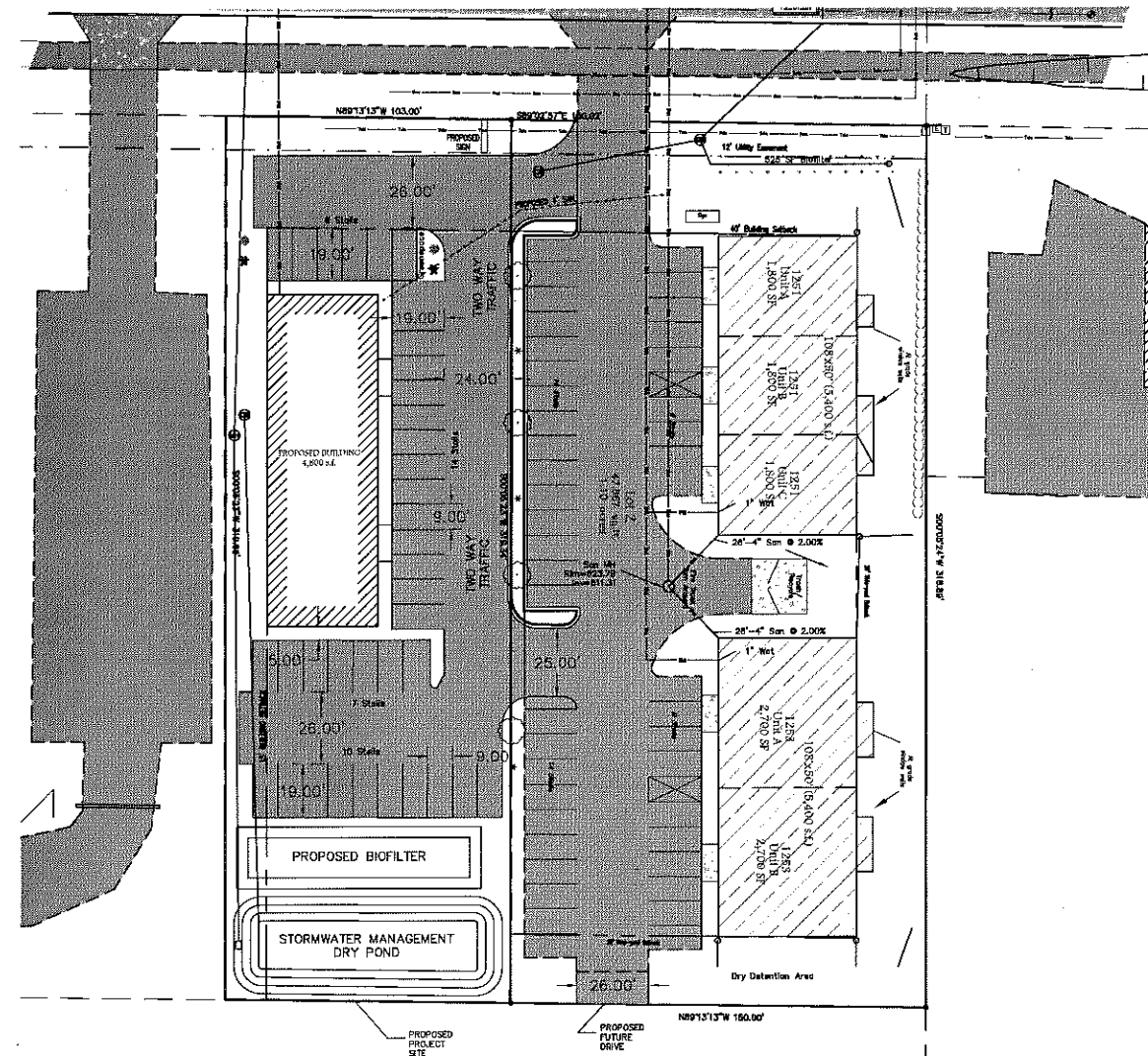
The development will use the existing driveway entrance off of Scheuring Road and be a brick masonry office building with no basement. The project will meet the requirements of the De Pere Zoning code. I am requesting that the westerly setback be reduced from 25' to 15'. This reduction will allow for better internal traffic flow and internal landscaping. I will also provide landscaping in the setback area to buffer the building from Mr. Vinoski's parking lot.

I believe that this project will complement my initial development and the surrounding properties. I look forward to working with the City of De Pere on this project. Please contact me at 336-4980 if you have any questions. Thank you.

Respectfully,



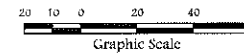
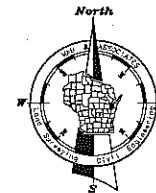
Mark E. Soderlund



COMMERCIAL CONDO SITE SCHEURING ROAD

CITY OF DEPERE
BROWN COUNTY, WISCONSIN

Lot 2 of a proposed Certified Survey Map being located in part of Lot 1, Volume 29,
Certified Survey Maps, Page 287, Map No. 4612, Doc. No. 1366210, Brown County
Records, in the North 1/2 of the Northeast 1/4, Section 32, T24N-R20E, in the City of De
Perre, Brown County, Wisconsin

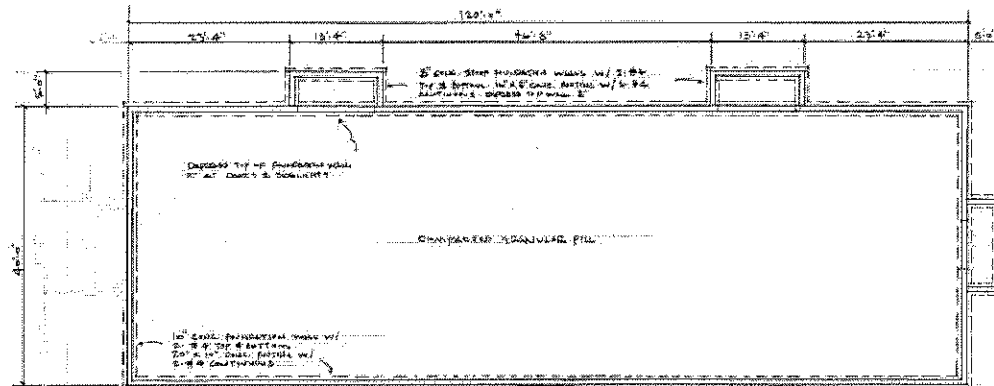


Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
460 Scarsville Boulevard • Green Bay, Wisconsin 54313
Phone: 920-437-4620 Fax: 920-437-4622

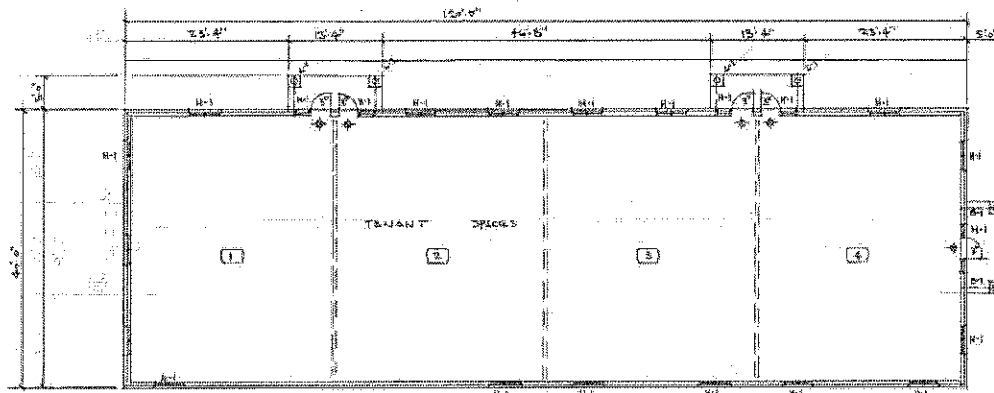
THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF MAU & ASSOCIATES, INC. AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF MAU & ASSOCIATES, INC. ANY REPRODUCTION OR COPIING OF THESE PLANS OR SPECIFICATIONS WITHOUT THE WRITTEN PERMISSION OF MAU & ASSOCIATES, INC. IS STRICTLY PROHIBITED. ANY VIOLATION OF THIS NOTICE SHALL BE CONSIDERED A VIOLATION OF THE COPYRIGHT LAWS OF THE UNITED STATES OF AMERICA.

SITE LAYOUT
FIRST CHOICE BUILDERS

SCALE 1"=20'	DATE 07/28/15	PROJECT NO. F-5109	SHEET NO. C	DRAWING NO. S-2178
DATE 07/28/15	DESIGNED BY JRM	CHECKED BY JRM	DATE 07/28/15	CHECKED BY JRM



FOUNDATION PLAN SCALE: 1/8" = 1'-0"



FLOOR PLAN SCALE: 1/8" = 1'-0"



COLUING: BRAND 3 BRICKS
 1. 4" x 8" TUBULAR CORNER BRICKS w/ SHIMMERS: 1000 POST TO CONC. BASE & LPC & POST TO CEILING CONNECTED.
 2. 4" x 8" TUBULAR CORNER BRICKS w/ SHIMMERS: 1000 POST TO CONC. BASE & LPC & POST TO CEILING CONNECTED.
 3. 4" x 8" TUBULAR CORNER BRICKS w/ SHIMMERS: 1000 POST TO CONC. BASE & LPC & POST TO CEILING CONNECTED.

NOTE:
 CONSTRUCTION OF THIS BUILDING SHALL MEET OR EXCEED ALL APPLICABLE PREDETERMINED CODES AND STANDARDS. IN THE CASE OF CONFLICT, THE MOST STRINGENT SHALL APPLY. INTERNATIONAL BUILDING CODE (2009) WITH ALL OF ITS SUPPLEMENTS.

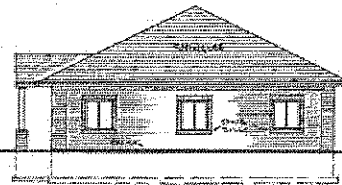
CONTRACTORS SHALL LOCATE ALL UTILITIES BEFORE CONSTRUCTION AND NOTIFY ARCHITECT AND OWNER OF ANY INTERFERENCES.
 CONTRACTORS SHALL PROVIDE ALL BARRIERS, BARRICADES, FENCES AND SAFETY SIGNAGE AND PRECAUTIONS REQUIRED BY ALL CODES AND ANY CONSTRUCTION PRACTICES. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH ALL CODES OR AGREEMENTS HAVING JURISDICTION OVER THE PROJECT.
 ALL MATERIALS SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATION AND RECOMMENDATIONS.

NEW BUILDING: 1. 5047 St. INC. CHANGE
 100 USE CAMP: 1. "B"
 TYPE OF CONSTRUCTION: "UB"
 GRADE: 100%
 100% SPRING CABLED

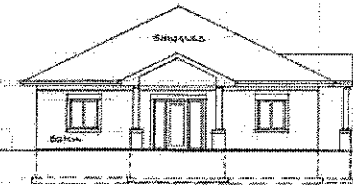
SITE ADDRESS:
 5047 St. INC.
 DEPESE, WI.

INDEX OF SHEETS
 1. FLOOR PLAN, FOUNDATION PLAN, NOTES
 2. ELEVATIONS, SECTION

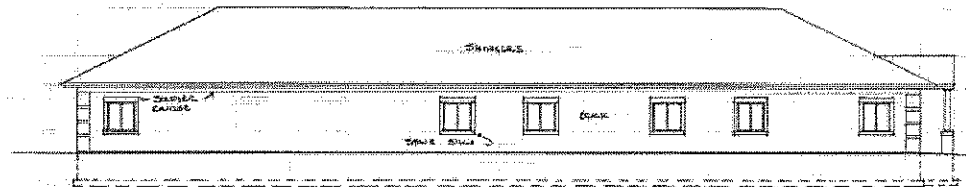
NOTE: ALTERATIONS TO ANY REPORT: HAS BEEN MADE, SUPPLEMENTED THEREAFTER AND LIVING THE THEREAFTER ACCURACY, THE CONTRACTOR MUST CHECK ALL DETAILS, CONDITIONS & CONDITIONS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT BEFORE CONSTRUCTION.	LLOYD CARPENTER ARCHITECT, LLC 2600 Main Street Dr., Green Bay, WI 54303 Office: (920) 434-0133 Fax: (920) 434-0133 Cell: (920) 434-0133 LCA@lloydca.com	DATE: _____ FILE: _____ JOB NO: _____
	NEW BUILDING # 3	1
	PLO 2 LLC	
	DEPESE, WI.	



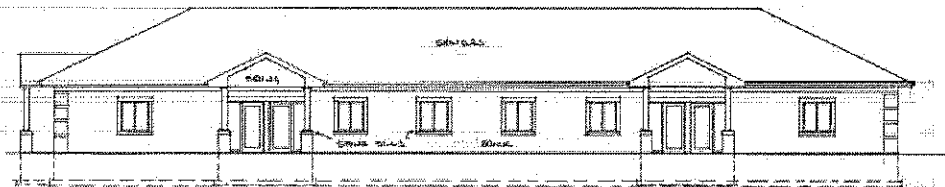
NORTH ELEVATION SCALE 1/8" = 1'-0"



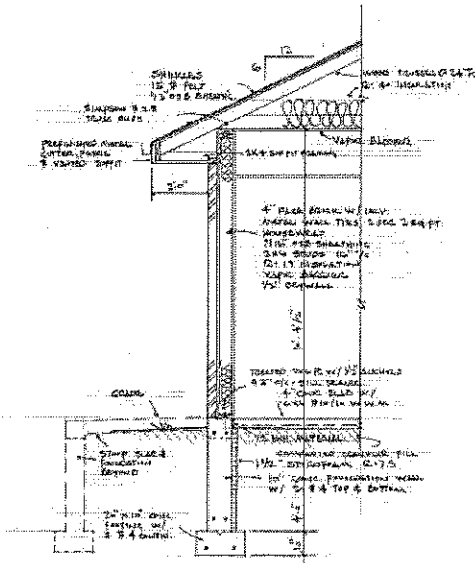
SOUTH ELEVATION SCALE 1/8" = 1'-0"



WEST ELEVATION SCALE 1/8" = 1'-0"



EAST ELEVATION SCALE 1/8" = 1'-0"



TYPICAL SECTION

SCALE 1/2" = 1'-0"

NOTE: ALL WORK ON EVERY ELEVATION HAS BEEN MADE IN PREPARING THESE PLANS AND CHANGES THEREAFTER, THE CONTRACTOR MUST CHECK ALL DETAILS, DIMENSIONS & CONDITIONS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT BEFORE CONSTRUCTION.	LLOYD CARPENTER ARCHITECT LLC 2601 Maple Ridge Dr., Green Bay, WI 54303 Office (920) 434-0751 Fax (920) 434-0133 Cell (920) 655-1255 lcarpenter@lca.com		DATE:
	NEW BUILDING #3 PRO'S LLC OPELUS, WI		FILE
			JOB NO.
			2

ORDINANCE #13-08

AMENDING THE OFFICIAL STREET MAP OF THE CITY OF DE PERE

WHEREAS, the Common Council of the City of De Pere has reviewed the recommendation of the City Plan Commission pursuant to Wis. Stats. §62.23(6), regarding certain revisions to the Official Street Map and has scheduled a public hearing on the matter then to be decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer has published a Notice of Public Hearing regarding such proposed revisions to the Official Street Map and has maintained at her office during regular business hours a copy of the revised map and recommendation of the Plan Commission in regard thereto; and

WHEREAS, a public hearing has been duly and properly noticed and has been held at the City Hall Council Chambers on the 5th day of March, 2013 at 7:35 p.m., whereupon the Common Council has heard all interested parties and/or their agents and attorneys;

NOW, THEREFORE, the Common Council of the City of De Pere, Wisconsin, pursuant to the authority provided in Wis. Stats. §62.23(6)(c), do hereby ordain as follows:

Section 1: That the following revisions be made to the City's Official Map:

Increase the total acreage of the City to 7,933.8 acres; and
Increase the total square miles of the City to 12.40 square miles

Section 2: That the following street name changes be made to the City's official map:

Oak Street, between Fort Howard Avenue and North 6th Street (as depicted on the map attached as Addendum A and described as follows) is hereby changed to **Fort Howard Avenue** effective the effective date of this ordinance:

Description

All that part of Oak Street right-of-way between Fort Howard Avenue and North 6th Street, as dedicated to the public lying adjacent to:

WD-403, WD-405, WD-411, WD-412 and WD-1814

North 6th Street, between Oak Street and Main Avenue (as depicted on the map attached as Addendum B and described as follows) is hereby changed to **Fort Howard Avenue** effective the effective date of this ordinance.

Description

All that part of North 6th Street right-of-way between Oak Street and Main Avenue as dedicated to the public lying adjacent to:

WD-403, WD-404, WD-389-4 and WD-389-5

South 6th Street, between Main Avenue and Reid Street (as depicted on the map attached as Addendum C and described as follows) is hereby changed to **Reid Street** effective the effective date of this ordinance.

Description

All that part of South 6th Street right-of-way between Main Avenue and Reid Street as dedicated to the public lying adjacent to the following:

WD-277, WD-1646 and Part of WD-92

Section 3: That the following additions to the Official Street Map be made:

Innovation Court as shown in Volume 57 Certified Survey Map, page 255, Brown County Map No. 8236. (See Addendum D)

Hwy 41; that part of US Highway 41 included in the annexation from Lawrence contained in Ordinance 12-05, recorded in the Brown County Register of Deeds office on February 25, 2013, as Document No. 2616089. (See Addendum E)

Hwy 41; that part of US Highway 41 included in the annexation from Ashwaubenon contained in Ordinance 11-15, recorded in the Brown County Register of Deeds office on January 18, 2012, as Document No. 2556172. (See Addendum E)

Hwy 57; that part of State Highway 57 included in the annexation from Ledgeview contained in Ordinance 12-21, recorded in the Brown County Register of Deeds office on September 11, 2012, as Document No. 2591195. (See Addendum F)

Rockland Road; that part of Rockland Road included in the annexation from Rockland contained in Ordinance 12-25, recorded in the Brown County Register of Deeds office on September 28, 2012, as Document No. 2594121. (See Addendum F)

Section 4: That the City Clerk-Treasurer is directed to notify appropriate officers and agents of the U.S. Post Office, City of De Pere Police and Fire Departments, Brown County Sherriff's Department, and any and all other emergency service agencies serving the City of De Pere.

Section 5: That the Official City Street Map of the City of De Pere is hereby amended in conformity with this ordinance and that the City Clerk-Treasurer is authorized and directed to enter such revisions and notify all parties legally entitled to notice thereof.

Section 6: That all other ordinances in conflict herewith are hereby repealed.

Section 7: That this ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of March, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Vicki L. Scray, Deputy Clerk

Ayes: _____

Nays: _____

Publication Dates: February 7, 2013 and February 14, 2013 (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on Tuesday March 5, 2013 at 7:35 p.m. or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway Street, De Pere, Wisconsin, a public hearing will be held regarding changes in the Official Map, City of De Pere, Wisconsin, and the boundaries thereof.

The description of the boundaries is located in the City of De Pere, Brown County, Wisconsin, and a copy of the Official Map is on file and available for review in the City Clerk-Treasurer's Office.

Persons desiring information on the Official Map may contact the City Director of Planning and Economic Development at 920-339-4043.

Dated this 7th day of February, 2013.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

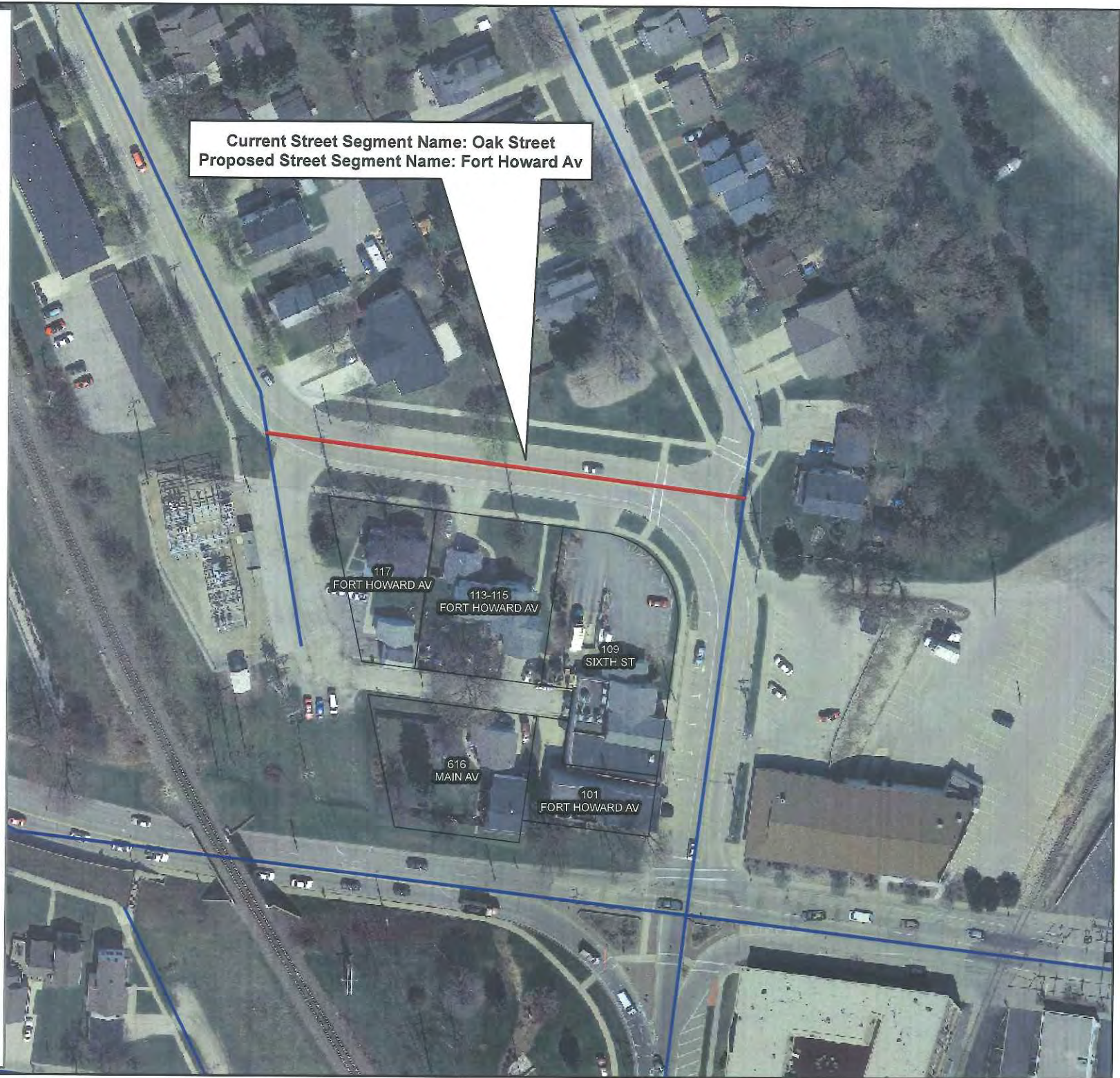
Shana Defnet
City Clerk-Treasurer

Street Name Corrections- Addendum A

Legend

- Proposed Correction Segment-A
- Brown County Street Centerlines

Current Street Segment Name: Oak Street
Proposed Street Segment Name: Fort Howard Av



Working For You!

1 inch = 100 feet



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

Street Name Corrections- Addendum B

Legend

- Proposed Correction Segment- B
- Brown County Street Centerlines

Current Street Segment Name: South 6th Street
Proposed Street Segment Name: Fort Howard Av



1 inch = 100 feet

Working For You!

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Street Name Corrections- Addendum C

Legend

- Proposed Correction Segment- C
- Brown County Street Centerlines



Working For You!



1 inch = 100 feet

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Addendum D



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New Street Construction
Innovation Court- 2012



1 inch = 600 feet

City Of De Pere-
2012 Annexation

Legend
2012 Annexation Area

Addendum E



1 inch = 900 feet

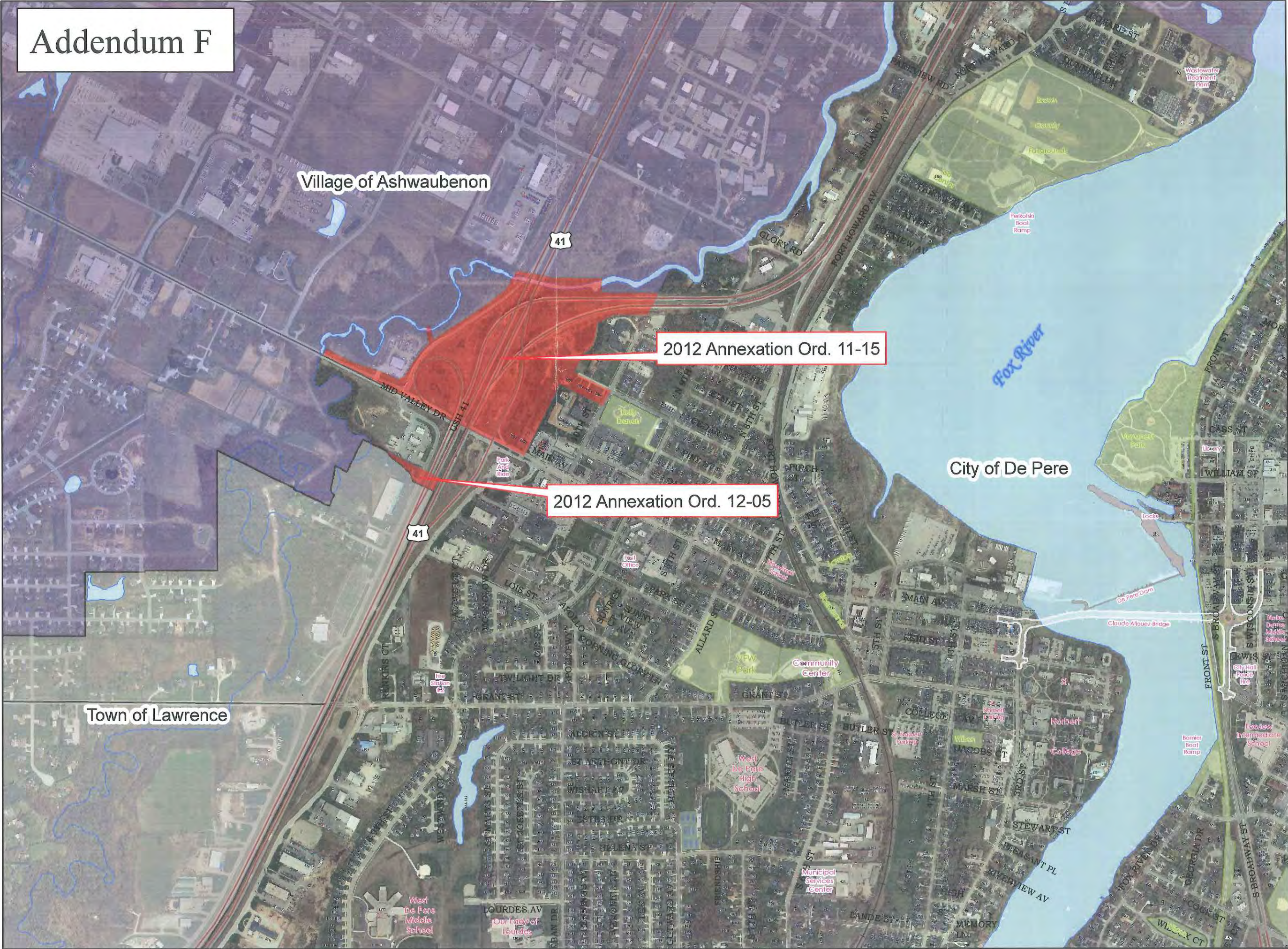
This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map.
1/12/12

City Of De Pere-
2012 Annexation

Legend

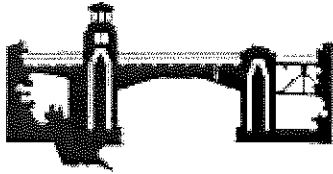
2012 Annexation Area

Addendum F



1 inch = 900 feet

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1/12/12



Memorandum

To: City Council

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

Re: Approval of Donations

Date: March 5, 2013

The Board of Park Commissioners is asking for the City Council to approve various donations that we have received. We have provided a summary of the donations below.

- A. Six handicap picnic tables by Eagle Scout, Keith Deitrich, valued at \$825. Tables are to be placed at the De Pere Dog Park.
- B. 75 trees valued at \$4600 from the Green Bay Packers, Wisconsin DNR, and US Forest Service from their "First Down for Trees" program.
- C. Diamond improvements (ie. Lip removal, edge clean up, additional diamond mix, reset synthetic turf at coaches boxes, pitching mound reconditioning, and top dress infield) at Kelly Danen Park valued at \$5,250 from De Pere Baseball.

We recommend accepting all these generous donations.

Memorandum

To: BOARD OF PARK COMMISSIONERS
From: Don Melichar – City Forester
Date: 02/12/2013
Re: Approval to Accept a Project Proposal for Picnic Tables from an Eagle Scout project to be used in the De Pere Dog Park.

Issue: This memo is to seek the Board of Park Commissioner's approval for the De Pere Parks, Recreation and Forestry Department to accept a Project Proposal for the donation of 6 handicap accessible picnic tables from an Eagle Scout for use in the De Pere Dog Park.

Summary: The Eagle Scout Service Project Proposal from scout Keith Diederich details plans to fund raise, acquire materials and build six 8' long handicap accessible picnic tables for use at the dog park. The approximate value of the donation will be \$825. The volunteer committee for the park has fully endorsed the idea and appreciates the effort of the scout.

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

Memorandum

To: BOARD OF PARK COMMISSIONERS
From: Don Melichar – City Forester
Date: 02/12/2013
Re: Approval to Accept Tree Donation from the GB Packers, WDNR & US Forest Service.

Issue: This memo is to seek the Board of Park Commissioner's approval for the De Pere Parks, Recreation and Forestry Department to accept a donation of 75 bare root trees from a cooperative effort between the Green Bay Packers, Wisconsin DNR and US Forest Service.

Summary: The Packers have been working on a way to reduce their carbon footprint in the area and one way is with a program called 'First Down for Trees'. What this program entails is that for every first down the Packers make they will donate a tree to a Brown County community. Using last year as a guide, the City has been chosen to receive 75 trees next spring. The trees will be between 1.25"-2.0" diameter and we are free to plant them anywhere within the community. Staff has placed an order and the trees will be available in the spring of 2013 for planting. The cost of the donation will be approximately \$4600.

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



"Better Fields Make Better Players"

November 27, 2012

Joe Rukamp
Head Baseball Coach
West De Pere High School
JRukamp@wdpsd.com

PROJECT: Kelly Danen Little League Park
Infield Renovation
2 Fields

SCOPE OF WORK:

- A. Edge and cleanup sod edges. Cleanup to include base lines, back infield arc, mound and home plate areas. Remove minor lip build-up. Intent is to provide safer infield playability and assist in positive surface drainage off of skinned infield. Owner to assist in locating area for sod disposal (1-2 truck loads on 1-ton truck)
- B. Supply, install, grade and compact additional baseball mix to low skinned areas. Intent is to create a smooth transition from grass to skin interface and to assist in positive surface drainage from skinned areas. (Approx. 8 cubic yards per field)
- C. Reset synthetic turf coach's boxes
- D. Supply and install Pro-Mound Clay to pitching and batting wear areas.
- E. Super rake and roll skinned infield areas.
- F. Supply and topdress skinned infield areas with H & K "Magic Mix" topdressing material, (Approx. 8 tons per field)

TOTAL TO PERFORM ABOVE WORK (Both Fields) -- \$5,250

Baseball & Softball Field Design, Construction & Renovation
Official Magic Mix™ Playing Surface Distributor

LICENSE COMMITTEE RECOMMENDATION

March 5, 2013
De Pere, Wisconsin

Recommendation to the Honorable Mayor and Members of the Common Council as approved by the License Committee at their duly convened meeting held on March 5, 2013.

1. Application for a Class "B" Beer & "Class B" Liquor License for The Holiday, 132 S. Front St., De Pere, WI. Submitted by The Holiday, LLC, Agent: Gerald Burton, 704 Oconto Pl., De Pere, WI 54115

Respectfully Submitted,

License Committee

Shana Defnet
Clerk-Treasurer

5

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning MARCH 6 20 13
ending JUNE 30 20 13

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

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

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): THE HOLIDAY LLC

Applicant's Wisconsin Seller's Permit Number: <u>456102865956</u>	
Federal Employer Identification Number (FEIN): <u>35-2466514</u>	
LICENSE REQUESTED	
TYPE	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☒ Class B liquor	\$
☐ Reserve Class B liquor	\$
Publication fee	\$ <u>30</u>
TOTAL FEE	\$ <u>79.88</u>

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>PRESIDENT</u>	<u>GERALD BURTON</u>	<u>704 OCANTA PL 54115</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>GERALD BURTON</u>		
Directors/Managers			

3. Trade Name THE HOLIDAY Business Phone Number 920-265-4178
4. Address of Premises 132 S. FRONT ST. Post Office & Zip Code DE PERE WIS. 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 2-1-13 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) THE BACK 1/2 OF THE BUILDING LOCATED AT
10. Legal description (omit if street address is given above): 132 S. BROADWAY DE PERE WIS. 54115
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
(b) If yes, under what name was license issued? FOX TRAX SALOON
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 14th day of February, 2013

[Signature]
(Clerk/Notary Public)

My commission expires 8-3-14

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

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

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

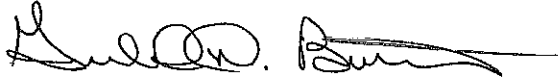
TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
<u>2-14-13</u>	<u>3-5-13</u>	<u>-</u>	
Date license granted	Date license issued	License number issued	

To the De Pere Board:

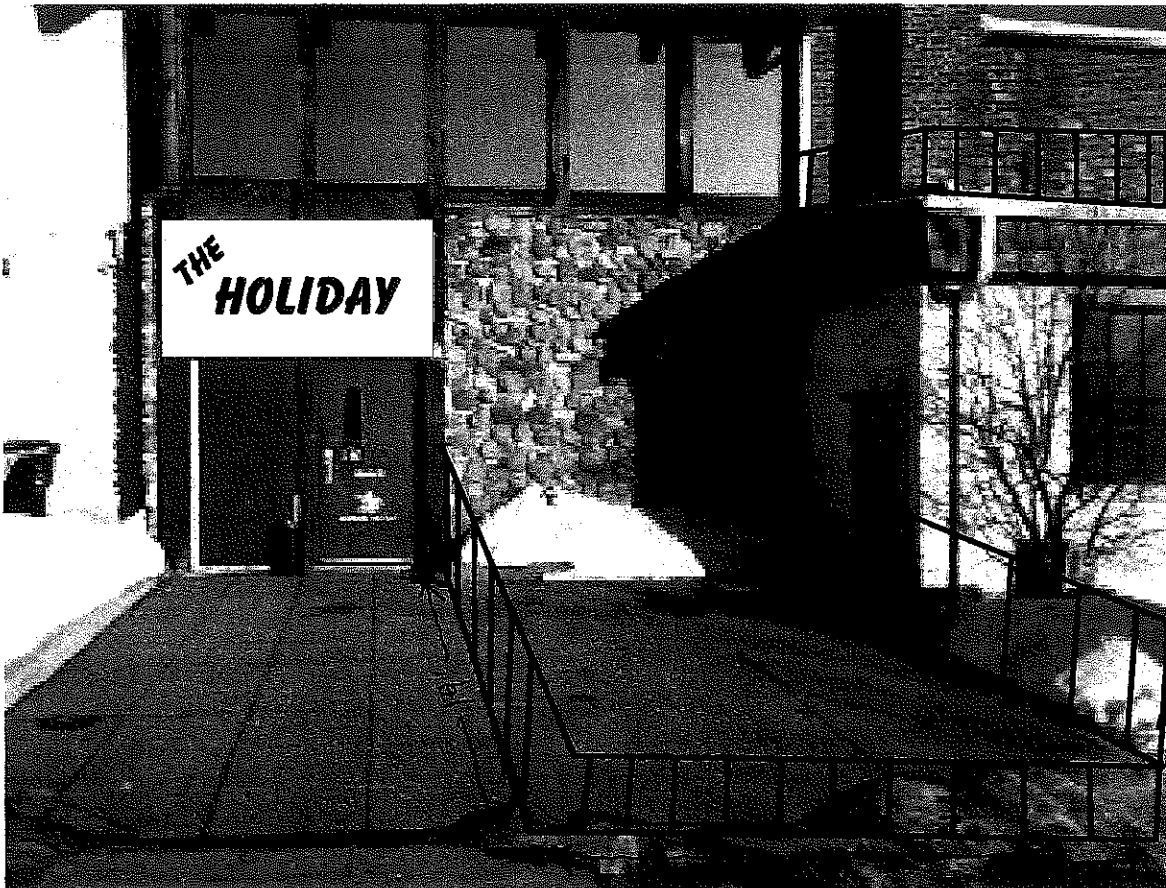
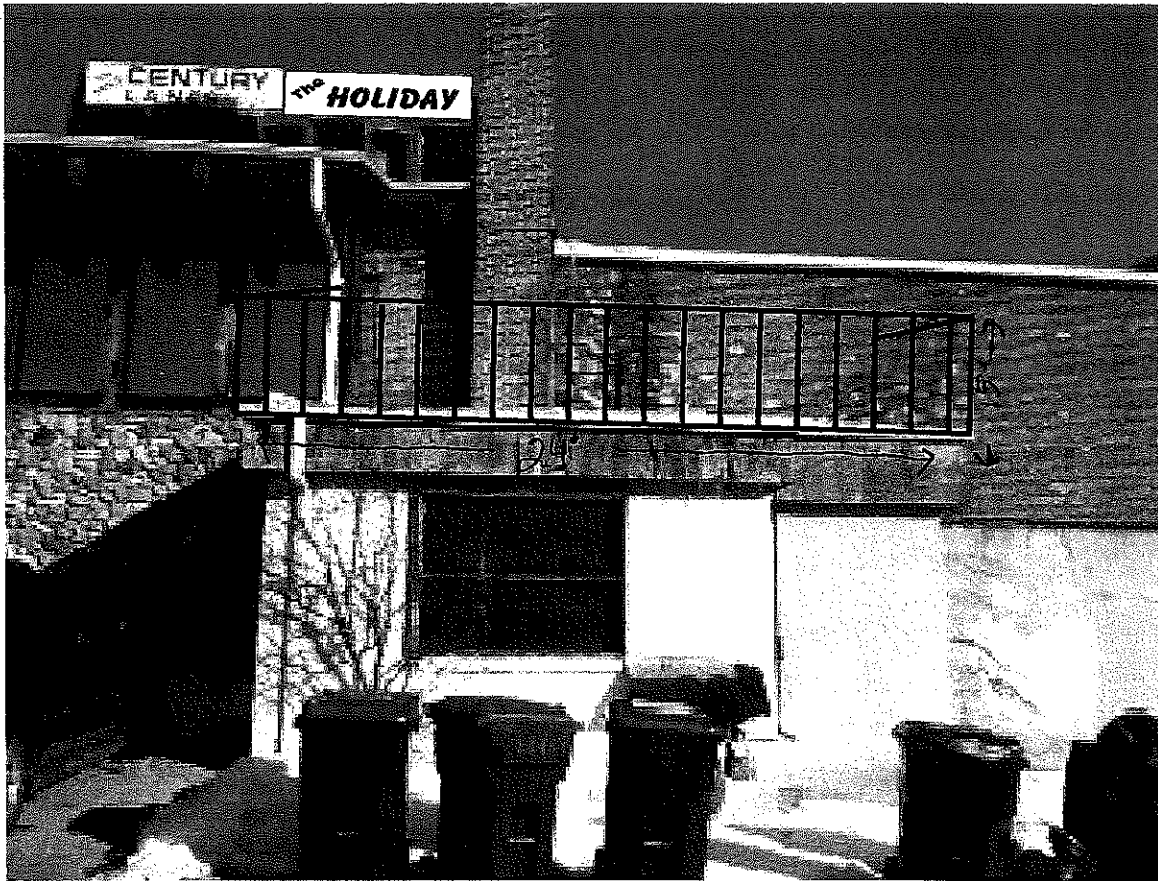
Along with the license for the bar, I would also like to include on the license, the 2 patio area as you can see in the drawing that I have included.

Please feel free to contact me if you have any further question in regards to this extension.

A handwritten signature in black ink, appearing to read "Gerald D. Burton". The signature is fluid and cursive, with a long horizontal stroke at the end.

Gerald D. Burton

The Holiday LLC



AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <u>BURTON</u>		(first name) <u>GERALD</u>		(middle name) <u>D.</u>	
Home Address (street/route) <u>704 Oconto Pl.</u>		Post Office		City <u>De Pere</u>	State <u>WI.</u> Zip Code <u>54115</u>
Home Phone Number <u>920-265-8143</u>		Age <u>56</u>	Date of Birth <u>06/02/56</u>	Place of Birth <u>Chicago</u>	

The above named individual provides the following information as a person who is (check one):

☐ Applying for an alcohol beverage license as an individual.

☒ A member of a partnership which is making application for an alcohol beverage license.

☒ GERALD D. BURTON of THE HOLIDAY LLC.
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 28 yrs
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☒ Yes ☐ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
1986 THEFT BY CONTAINER
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify.
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name <u>TRADITION'S</u>	Employer's Address <u>2222 RIVERSIDE DR.</u>	Employed From <u>4/1/12</u>	To <u>10/28/12</u>
Employer's Name <u>SEAR'S HOLDINGS</u>	Employer's Address <u>MILWAUKEE + MASON</u>	Employed From <u>1/2009</u>	To <u>8/2011</u>

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 14th day of February, 2013

JENNIFER T. TROTT
(Clerk/Notary Public)

[Signature]
(Signature of Named Individual)

My commission expires 8-3-14



Printed on
Recycled Paper

**SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT
ORGANIZATION OR LIMITED LIABILITY COMPANY**

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town
☐ Village of DE PERE County of BROWN
☒ City

The undersigned duly authorized officer(s)/members/managers of THE HOLIDAY LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

THE HOLIDAY
(trade name)

located at 132 S. BROADWAY REAR BUILDING

appoints GERALD BURTON
(name of appointed agent)

704 OCONTO PL.
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 28 yrs

Place of residence last year 704 OCONTO PL. DEPERE

For: THE HOLIDAY LLC
(name of corporation/organization/limited liability company)

By: [Signature]
(signature of Officer/Member/Manager)

And: _____
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, GERALD D. BURTON, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 2-13-13 Agent's age 56
(signature of agent) (date)

704 OCONTO PL. Date of birth 6/2/56
(home address of agent)

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 2-18-13 by [Signature] Title POLICE CHIEF
(date) (signature of proper local official) (town chair, village president, police chief)

SURRENDER OF LICENSE
Part I

Legal/Real Name of Current Licensee: PHILLIP A. WALENTOWSKI & JENNIFER M. STURDIVANT
Premises Address: 132 S. FRONT ST. DE PERE, WI 54115
Trade Name: THE HOLIDAY

This is to advise that the undersigned is surrendering the following license(s)

Combination "Class B" Beer & Liquor
Class "B" Beer
Class "A" Beer and/or "Class A" Liquor (circle which apply)
Wholesale Beer
"Class C" Wine

to: GERALD D. BURTON
(Insert Legal/Real name of Proposed Licensee and Trade Name)

And understand that said license(s) will be cancelled upon the Common Council's granting of a license to the applicant named herein.

New Applicant

[Signature]
President, Member, Partner, Individual

Secretary, Member, Partner

State of Wisconsin)

) ss.

County of Brown

Current Licensee

[Signature]
President, Member, Partner, Individual

[Signature]
Secretary, Member, Partner

On the 11 day of Feb., 2013, personally came before me
Phillip Walentowski & Jennifer Sturdivant, known to me to be the person(s) who
executed the foregoing Surrender of License, and known to me to be the Current Licensee and
acknowledged that s/he executed the foregoing document.

[Signature]
Notary Public

Brown County, Wisconsin

My Commission expires: 5-11-2014

State of Wisconsin)

) ss.

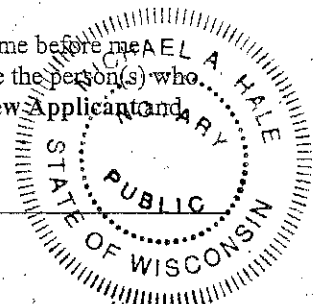
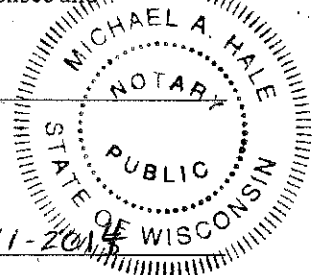
County of Brown

On the 11 day of Feb, 2013, personally came before me
Gerald Burton, known to be to be the person(s) who
executed the foregoing Surrender of License, and known to me to be the Proposed New Applicant and
acknowledged that s/he executed the foregoing document.

[Signature]
Notary Public

Brown County, Wisconsin

My Commission expires: 5-11-2014



SURRENDER OF LICENSE
Part II

2/7/13

Date

City of De Pere Clerk
335 S. Broadway St.
De Pere, WI 54115

This is to notify you that I am the owner of the building located at

132 S. BROADWAY / 132 FRONT ST., De Pere, Wisconsin.

I have entered into a lease for the above property effective MARCH 1, 2013 with
GERALD D. BURTON, (Strike sentence if not applicable).

Further, this letter is to document that said owner or tenant has control of the premises, and may apply for the necessary beer and/or liquor licenses for said location.

Sincerely,


Signature of owner of building

Printed name of owner: TIMOTHY V. KARL

Home address of owner: 2584 GOOD SHEPHERD LN. GREEN BAY, WI 54313

Daytime phone number of owner: (920) 496-9282 or (920) 336-6050

The Holiday

132 S. Broadway

De Pere Wi, 54115

Concept:

The idea of The Holiday is to bring some great entertainment to the area that will be based on the movie Holiday Inn/White Christmas whereas we would celebrate every holiday every time one is upon us. We will do this with decorations and entertainment that reflects these special days.

Along with the idea above, you will also see included in my packet, a picture of the rear of the building where we are looking at putting 2 outdoor patio's up for the guests to enjoy the De Pere Fox River, weather and more along the trail.

Another idea I have (with the city of De Pere's blessing) is to add some portable docks out back that the people can use that are on the water, a place to park their boat, and come in for some refreshments. As you know, this is something that De Pere does not have to offer on the Fox River. This will be the first of its kind and I feel will be a major addition to what the city has to offer to it's residents that live on this side of the river and to anyone that drop their boats on this side of the river also.

As the walk way is being finished, I also feel that our location will give patrons who are using the path, a place to stop for water, Gatorade or more and take a break on our patio for a relaxing atmosphere along the Fox River.

These are my thoughts, vision, and with the city's blessing, a dream that I think all would enjoy.

If you have any further questions or concerns, I can be reach at 920-265-8143 or you can email me at jerrydb704@yahoo.com.

I look very forward to working with the city to make sure that everything is done according to your guidelines.

Much Thanks for your time in this matter:



Gerald D. Burton

The Holiday LLC

MEMORANDUM**CITY OF DE PERE**

TO: Members of the Common Council

FROM: Ken Pabich, Director of Planning & Economic Development

RE: Recommendation from the Plan Commission

DATE: February 27, 2013

The Plan Commission recommends approval of the following CSM Application:

Three lot CSM at the Saint Norbert College Science Center.

Item #6: Review the CSM Application for a three lot CSM at the Saint Norbert College Science Center.
Agent: Steve Bieda. *

Last month, Steve Bieda submitted a single lot CSM request for the Science Center, which was required as part of the project as a single lot CSM. It was determined that this was not the design layout. Given the change, staff wanted the Plan Commission to review the amended CSM which now shows three lots. Staff has requested that the surveyor check to see if an easement will be required to allow for access to the Church. If required, staff would require that the easement be added to the CSM.

Recommendation:

Staff would recommend approval of the CSM, and that the CSM be forwarded to the Common Council for approval.



CITY OF DE PERE

APPLICATION FOR
CSM REVIEW

Fee: \$ 300.00

Receipt #: _____

Date: _____

Please print or type using black ink for duplicating purposes.

A. Property Owner: Name: St. Norbert College, Incorporated

Mailing Address: 100 Grant Street, De Pere WI 54115

Phone: 920-403-3053 Fax #: _____

Email: john.barnes@snc.edu

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

Agent:

Name: Steven M. Bieda

Mailing Address: 400 Security Boulevard, Green Bay, WI 54313

Phone: 920-434-9670 Fax #: 920-434-9672

Email: sbieda@mau-associates.com

B. Property Information

Address/Location of Property: Reid Street, De Pere, WI

Parcel #: WD-942, WD-943, WD-944, WD-945, WD-693

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

A CSM Review is requested as authorized by the De Pere Municipal Code, Chapter 46.

Owner Signature

Agent Signature

Date

1-21-13

Date

Certified Survey Map

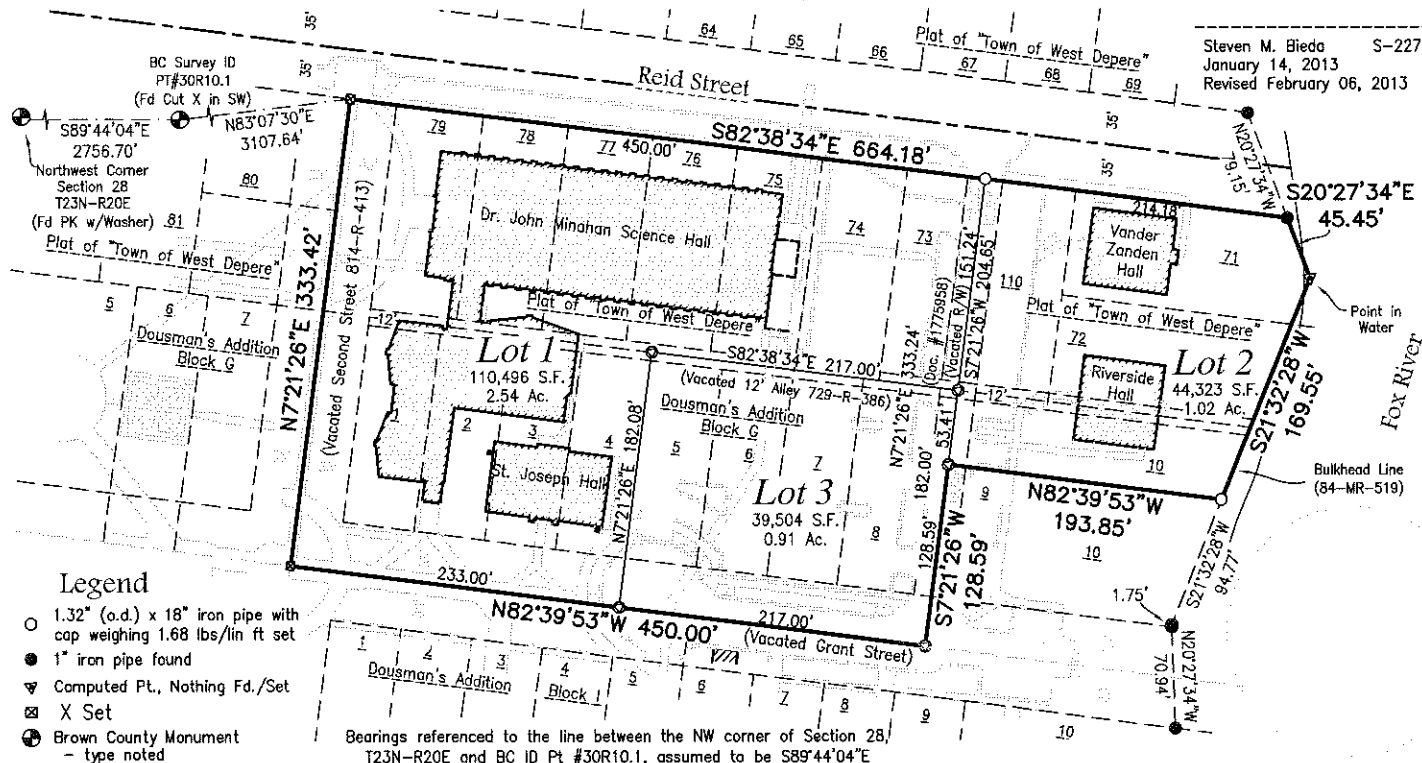
A combination and depiction of the land boundaries recorded in a portion of Jacket 7342, Image 27, Brown County Records, being all of Lots 73, 74, 75, 76, 77, 78, 79, 110 and part of Lots 71 and 72 of the recorded plat of "Town of West DePere", part of Lots 9 and 10 and all of Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Block G of "Dousman's Addition to West DePere", the vacated alley between said plats and lying East of vacated Second Street, a vacated portion of Grant Street, First Street, and Second Street and also part of the right of way vacated in Document #1775958, Brown County Records, all in Private Claim 29, West Side of the Fox River, in the City of DePere, Brown County, Wisconsin.



SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Registered Land Surveyor, S-2275, do hereby certify that this Certified Survey Map is not a division of property but solely a combination and depiction of the land boundaries recorded in a portion of Jacket 7342, Image 27, Brown County Records, being Tax #WD-942, WD-943, WD-944, WD-945 and WD-693, being part of Private Claim 29, W.S.F.R., in the City of DePere, Brown County, Wisconsin, more fully described on Sheet Two:

Steven M. Bieda S-2275
January 14, 2013
Revised February 06, 2013



Sheet One of Three
Project No.: S-15411
Drawing No.: L-8387

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-0670 Fax: 920-434-0673

Client: St. Norbert College
Tax Parcel #: WD-942, WD-943, WD-944, WD-945 and WD-693
Drafted By: RJC
File: S-15411CSM 011413.dwg
Scale: 1" = 100'

SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Registered Land Surveyor, S-2275, do hereby certify that this Certified Survey Map is not a division of property but solely a combination and depiction of the land boundaries recorded in part of Jacket 7342, Image 27, Brown County Records (WD-942, WD-943, WD-944, WD-945 and WD-693), being being all Lots 73, 74, 75, 76, 77, 78 79, 110 and part of Lots 71 and 72 of the recorded plat of "Town of West DePere", part of Lots 9 and 10 and all of Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Block G of "Dousman's Addition to West DePere", the vacated alley between said plats and lying East of vacated Second Street, a vacated portion of Grant Street, First Street, and Second Street and also part of the right of way vacated in Document #1775958, Brown County Records, all in Private Claim 29, West Side of the Fox River, in the City of DePere, Brown County, Wisconsin, more fully described as follows:

Commencing at the Northwest corner of Section 28, T23N-R20E; thence S89°44'04"E, 2756.70 feet along the line between said corner and Brown County Survey ID Point #30R10.1; thence N83°07'30"E, 3107.64 feet to a point on the South 35 foot right of way line of Reid Street and the point of beginning; thence S82°38'34"E, 664.18 feet along said right of way line to the Bulkhead Line of the Fox River; thence S20°27'34"E, 45.45 feet along said line; thence S21°32'28"W, 169.55 feet along said line; thence N82°39'53"W, 193.85 feet; thence S07°21'26"W, 128.59 feet to the centerline line of vacated Grant Street; thence N82°39'53"W, 450.00 feet along said line; thence N07°21'26"E, 333.42 feet along the centerline of vacated Second Street to the point of beginning.

Parcel contains 194,323 square feet /4.36 acres, more or less.
Parcel subject to any easements and restrictions of record.

That such plat is a correct representation of all the exterior boundaries of the land survey and the combination thereof. That I have made such a survey, combination, and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes and the City of DePere in surveying, combining, and mapping the same.

January 15, 2013
Revised February 06, 2013

TREASURER'S CERTIFICATE

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

Kerry M. Blaney Date
Brown County Treasurer

Sheet Two of Three
Project No.: L-15411
Drawing No.: L-8387

Saint Norbert College, Incorporated, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that I caused the land described on this Certified Survey Map to be surveyed, mapped and combined as represented hereon. Saint Norbert College, Incorporated also certifies that this Certified Survey Map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

In Witness Whereof, the said St. Norbert College, Inc. has caused these presents to be signed by Eileen Jahnke, it's Vice President for Business and Finance, on this ____ day of _____, 20____.

Eileen Jahnke
Vice President for Business and Finance

Notary Public
Brown County, Wisconsin

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

CERTIFICATE FOR THE CITY OF DE PERE

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

Ken Pabich
Director of Planning

January 15, 2013
Revised February 06, 2013

Office of the Register of Deeds
Brown County, Wisconsin

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

Cathy Williquette Lindsay, Register of Deeds

Sheet Three of Three
Project No.: S-15411
Drawing No.: L-8387

RECOMMENDATION

February 12, 2013
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 February 12, 2013:

Recommendation on the following:

- A. Appropriate unassigned General Fund Reserve Fund to fund a 1% bonus for certain non-represented employees to offset lower wage increase than what was provided to represented employees in 2013.

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 
Larry Delo, City Administrator
RE: Funding of a 1% one-time bonus for non-represented employees
Date: March 1, 2013

At the February 12, 2013 Finance/Personnel Committee it was approved to provide non-represented employees 15 additional days of paid leave or a one-time 1% bonus and 10 additional days of paid leave. The committee wanted the employees to be able to decide which option they wanted. A little over half of them selected the 1% bonus and the 10 additional days of paid leave. There is no budgetary impact for the paid leave but there is for the 1% bonus.

The 1% bonus amounts to \$13,689 which we are asking to appropriate from the unassigned general fund reserve.

If you have any questions prior to the meeting, please feel free to call Shannon at 339-4045 or Larry at 339-4044. Thank you.

RESOLUTION #13-25

AUTHORIZING AMENDMENT TO REDEVELOPMENT AGREEMENT
BETWEEN GERALD G. VAN DYN HOVEN, DUTCH BOYZ DEVELOPMENT, LLC,
THE REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE
AND THE CITY OF DE PERE

WHEREAS, Gerald G. Van Dyn Hoven, Dutch Boyz Development, LLC, (collectively and individually referred to as "Developers"), the Redevelopment Authority of the City of De Pere ("RDA"), and the City of De Pere ("City") are parties to a Redevelopment Agreement dated October 3, 2012 concerning the commercial redevelopment of 500 Main Avenue in the City of De Pere; and

WHEREAS, Developers have requested that, for tax purposes, the Agreement be amended to include a third Developer, namely Dutch Boyz De Pere, LLC, which will borrow the Project Grants monies made to Developers under the Agreement for purposes of defraying its costs associated with acquisition of the Property and construction of the Development required under the Agreement; and

WHEREAS, the City is amenable, subject to RDA concurrence, to amend the Agreement subject to the terms and conditions set forth in the Amendment to Redevelopment Agreement between Gerald G. Van Dyn Hoven, Dutch Boyz Development, LLC, the Redevelopment Authority of the City of De Pere and the City of De Pere, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Amendment to Redevelopment Agreement between Gerald G. Van Dyn Hoven, Dutch Boyz Development, LLC, the Redevelopment Authority of the City of De Pere and the City of De Pere (Exhibit A).

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of March, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Vicki L. Scray, Deputy Clerk

Ayes: _____

Nays: _____

AMENDMENT TO REDEVELOPMENT AGREEMENT BETWEEN
GERALD G. VAN DYN HOVEN, DUTCH BOYZ DEVELOPMENT, LLC,
THE REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE
AND THE CITY OF DE PERE

WHEREAS, Gerald G. Van Dyn Hoven, Dutch Boyz Development, LLC, (collectively and individually referred to as "Developers"), the Redevelopment Authority of the City of De Pere ("RDA"), and the City of De Pere ("City") are parties to a Redevelopment Agreement dated October 3, 2012 concerning the commercial redevelopment of 500 Main Avenue in the City of De Pere; and

WHEREAS, said Agreement, recorded in Brown County Register of Deeds on January 14, 2013 as Document #2610063, is incorporated herein by reference; and

WHEREAS, Developers have requested that, for tax purposes, the Agreement be amended to include a third Developer, namely Dutch Boyz De Pere, LLC, which will borrow the Project Grants made to Developers under the Agreement for purposes of defraying its costs associated with acquisition of the Property and construction of the Development required under the Agreement; and

WHEREAS, the RDA and City are amenable on amending the Agreement subject to the terms and conditions set forth herein.

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

1. The Redevelopment Agreement Between Gerald G. Van Dyn Hoven, Dutch Boyz Development, LLC, the Redevelopment Authority of the City of De Pere and the City of De Pere is amended to include Dutch Boyz De Pere, LLC, a Wisconsin Limited Liability Company, as a Developer under the Agreement. Whenever the term "Developer" is used in the Agreement and/or this Amendment, such term shall mean Gerald G. Van Dyn Hoven, Dutch Boyz Development, LLC and Dutch Boyz De Pere, LLC, individually and collectively.

2. All rights, obligations, duties, responsibilities and benefits of and to the Developers under the Agreement shall extend to Dutch Boyz De Pere, LLC upon the execution of this Amendment.
3. This Amendment shall be recorded with the Brown County Register of Deeds.
4. No term, condition, obligation or section of the Agreement is affected by this Amendment unless specifically changed by this Amendment.

Dated this _____ day of _____, 2013.

GERALD G. VAN DYN HOVEN

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me
on the _____ day of _____, 2013,
by Gerald G. Van Dyn Hoven.

Notary Public, State of Wisconsin
My commission expires on _____

DUTCH BOYZ DEVELOPMENT, LLC
By:

State of Wisconsin)
 : SS
Brown County)

Gerald G. Van Dyn Hoven, Member

This instrument was acknowledged before me
on the _____ day of _____, 2013,
by Gerald G. Van Dyn Hoven as Member of
Dutch Boyz Development, LLC.

Notary Public, State of Wisconsin
My commission expires on _____.

DUTCH BOYZ DE PERE, LLC
By:

State of Wisconsin)
: SS
Brown County)

Gerald G. Van Dyn Hoven, Member

This instrument was acknowledged before me
on the _____ day of _____, 2013,
by Gerald G. Van Dyn Hoven as Member of
Dutch Boyz De Pere, LLC.

Notary Public, State of Wisconsin
My commission expires on _____.

CITY OF DE PERE
By:

State of Wisconsin)
: SS
Brown County)

Michael J. Walsh, Mayor

This instrument was acknowledged before me
on the _____ day of _____, 2013,
by Michael J. Walsh, Mayor and Shana L.
Defnet, Clerk-Treasurer of the City of De Pere.

Shana L. Defnet, Clerk-Treasurer

Notary Public, State of Wisconsin
My commission expires on _____.

REDEVELOPMENT AUTHORITY OF
THE CITY OF DE PERE
By:

State of Wisconsin)
: SS
Brown County)

Theodore J. Penn, Chair

This instrument was acknowledged before me
on the _____ day of _____, 2013,
by Theodore J. Penn, Chair of the
Redevelopment Authority of the City of De
Pere.

Notary Public, State of Wisconsin
My commission expires on _____.

RESOLUTION #13-26

APPROVING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND RETTLER CORPORATION
(Southwest Park Pond Design)

WHEREAS, the City is in need of design services for construction of a new pond in Southwest Park; and

WHEREAS, Rettler Corporation has available and offers to provide personnel and equipment necessary to accomplish the pond design services within the required time; and

WHEREAS, the Board of Park Commissioners 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 Agreement for Consulting Services Between the City of De Pere and Rettler Corporation (Southwest Park Pond Design) 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 5th day of March, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Vicki L. Scray, Deputy Clerk

Ayes: _____
Nays: _____

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND RETTLER CORPORATION
(Southwest Park Pond Design)**

THIS AGREEMENT made and entered into this _____ day of _____, 2013, by and between the City of De Pere, Wisconsin, ("City"), and Rettler Corporation, a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of design services for construction of a new pond in Southwest Park; and

WHEREAS, the Consultant has available and offers to provide personnel and equipment necessary to accomplish the pond design services within the required time.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals dated February 4, 2013 (Exhibit A) and Consultants Proposal thereto dated February 18, 2013 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described in Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City shall provide the Consultant with information and items as described in Exhibit A.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

Drawings, specifications, and other documents, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the author or owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant are for use solely with respect to this Project. Any other use shall be at the City's sole risk and without liability to the Consultant.

Finally, the parties acknowledge that Consultants records regarding the matters covered under this Agreement constitutes Contractor records under Wis. Stats. §19.36(3) et seq. and Contractor agrees to comply with Public Records requirements pertaining to those records. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format.

VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or risk of significant harm to the public.

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the pond design services and that Consultant shall respond to City's request for services as described in Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

For the services which are to be performed by the Consultant, the City agrees to pay, and the Consultant agrees to compensation in the amount not to exceed \$7,780 payable in a lump sum at the conclusion of the project. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. INSURANCE

The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

XI. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, the City shall indemnify and hold harmless Consultant, the Consultant's officers, directors, partners, employees, and Consultant's Consultants from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of City and City's officers, directors, partners, employees, and City's Consultants with respect to this Agreement or the project.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

XIII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XIV. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XV. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be

inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVI. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Contractor make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVII.

XVII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XVIII. MEDIATION

All claims, disputes and other matters in questions between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the

other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XIX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to:

If to City:

City of De Pere
Attention: City Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

With a copy to:

City of De Pere
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Consultant:

Rettler Corporation
Attention: Rick H. Rettler
3317 Business Park Drive
Stevens Point, WI 54482

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

RETTLER CORPORATION

By:

Print Name:
Title:

Print Name:
Title:

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2013\Rettler (SW park pond) 2-13-189-005-13.docx



City of De Pere

925 South Sixth Street
De Pere, WI 54115-1199
Phone: 920-339-8304
Fax: 920-339-4071

Erie P. Rakers, P.E.
City Engineer
erakers@mail.de-pere.org
www.de-pere.org

February 4, 2013

Mr. Jeff Bahlig
Rettler Corporation
3317 Business Park Drive
Stevens Point, Wisconsin 54482

RE: Storm Water Pond Design
City of De Pere

Dear Mr. Bahlig:

The city of De Pere is requesting a proposal from your firm to complete pond design for a new pond. Attached is a detailed request for proposal providing the scope of services required. The intent of the request for proposal is to provide you with detailed information to aide in the preparation of your proposal. The City is only requiring a cover letter and fee sheet for submittal.

If you have any questions, please call me at (920) 339-8304.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Eric P. Rakers, P.E.
City Engineer
EPR/pjd

C: Marty Kosobucki, Director of Parks and Recreation
Scott Thoresen, Director of Public Works

**Request for Proposals
For
Pond Design in Southwest Park**

The City of De Pere would like to invite your firm to submit a proposal to design a new pond in Southwest Park.

Your proposal must be submitted to our office by February 19, 2013, at 3:00 p.m.

GENERAL INFORMATION:

The City is proposing to construct a new pond in 2013 to serve parts of future development in Southwest Park. The new pond will be located in Southwest Park, located at 2472 Lawrence Drive. In addition to the pond, the City will be designing the parking lot near Lawrence Drive. The parking lot at the south end of the park is not being constructed at this time.

The new pond is going to be designed to treat the Phase 2 of the Southwest Park to the current WDNR requirements. A copy of the map showing Phase 2 has been included. The pond treatment area does not currently include the 6 acres on the south end of the park (shaded white on the exhibit), but should be located so that the pond could be expanded in the future to service this area.

There are two alternatives for the pond location which will need to be evaluated at the beginning of the project. The first location was identified in the original site plan and is located near Lawrence Drive. The second location is in an area that was shown for future parking. Due to the ground elevations and the depth of storm sewer on Lawrence Drive, it may not be possible to drain both parking lots to a pond by Lawrence Drive.

The second pond location is located near the Ashwaubenon Creek. Additional evaluations, such as a flood study, wetland delineation, or Chapter 30 permit, are not included with this proposal. If these services are required, the City will negotiate costs with the consultant based on a more refined scope of services.

The City has completed a survey of the area that will be used to design the pond. Additionally, soil borings will be completed for the project by the City once the final pond location is identified.

SCOPE OF SERVICES:

The scope of services for this project is to include the following:

1. Evaluate the pond location.
2. New pond design to treat to 80% TSS and meet NR151 peak discharge requirement reductions.
3. Storm sewer/drainage swale design to transport water to from the parking lot to the pond.
4. WDNR Construction Permit.
5. Plans and specifications for the construction of the facilities.
6. Project kickoff meeting which will include a site visit.
7. Meeting to discuss the alternative pond location.

The majority of correspondence and review will be completed via e-mail.

SCHEDULING:

The proposal will be taken to the Board of Park Commissioners on February 21st and the Council on March 5th for approval. Work is to begin on the project immediately upon approval by the Council and signatures on the agreement. The project is to be bid and constructed in 2013.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workmen's compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub consultants in prosecuting the work.

FEE:

A fee schedule has been included for use on your proposal.

DELIVERY:

The deliverables for the project includes the following:

1. Plans in AutoCAD and .pdf for insertion on the bid documents. The City will be on-line bidding the project with the 11"x17" .pdf plan set.
2. Provide technical specifications for bidding.
3. Provide bid items, quantities, and an engineer's estimate. The bid items are to be provided in a Word document. The estimate is to be provided in an Excel document.
4. Provide hard copy documentation and electronic files for the pre and post pond construction %TSS removal.
5. Provide hard copy documentation and electronic files for the hydrology and storm water routing in the drainage basin that is used to size the pond.
6. Provide hard copy documentation and electronic files for the pond design, include pre and post discharges for 2, 10, and 100-year storm events, and the outlet structure design.
7. Provide regulatory approvals.

The City will bid the project. The plans will be inserted into a City plan set. The City will provide the cover sheet. Additionally, the City will insert the technical specifications into the bid document. The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions.

ADDITIONAL INFORMATION:

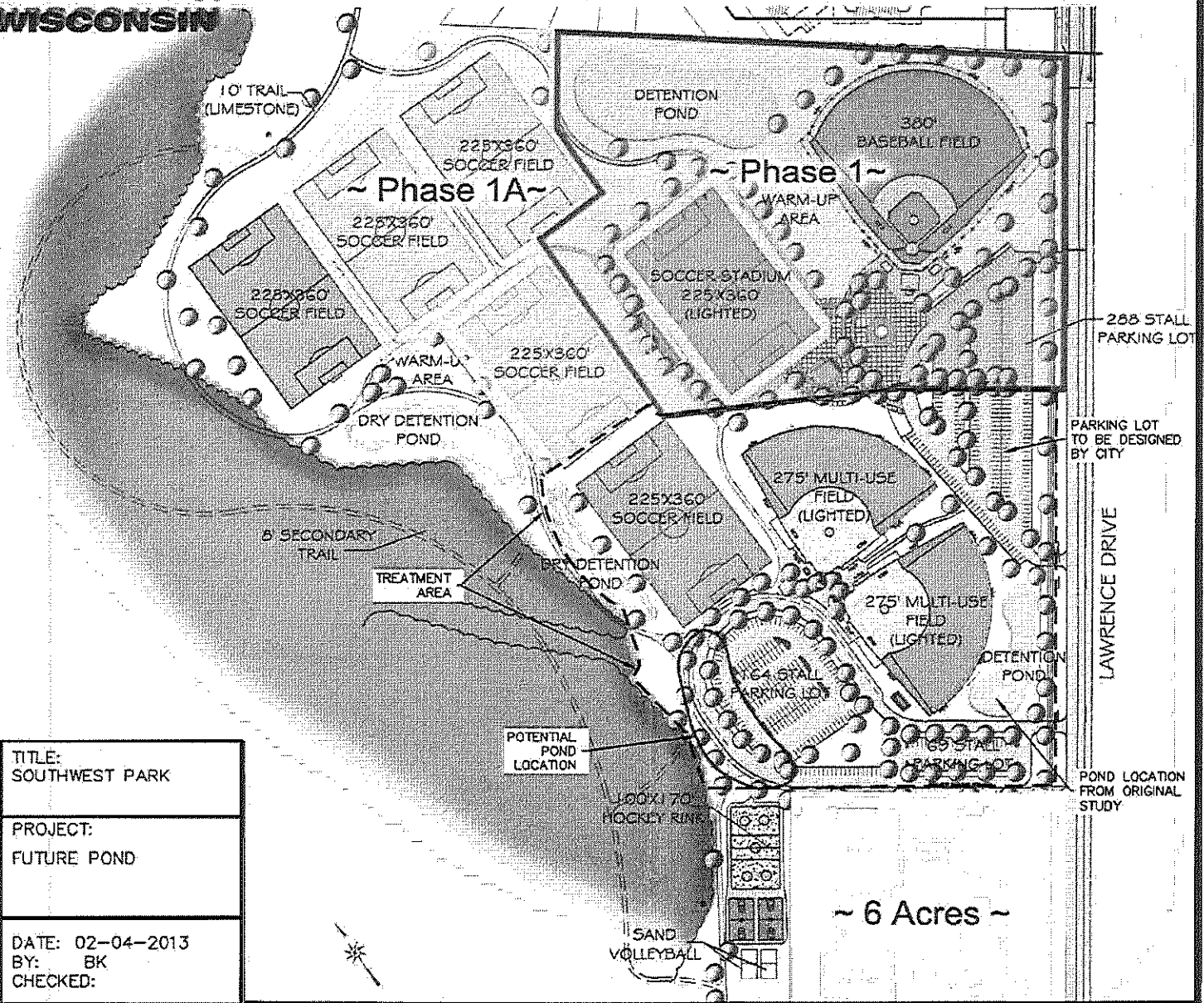
The City will provide the following information to the consultant:

1. Survey information.
2. Soil boring report.
3. Drainage basin map.

The City will pay for permitting fees associated with the project.

A sample consultant agreement is attached.

SOUTHWEST PARK REDEVELOPMENT DE PERE, WISCONSIN



TITLE:
SOUTHWEST PARK

PROJECT:
FUTURE POND

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

DATE: 02-04-2013
BY: BK
CHECKED:

CITY OF DE PERE, WISCONSIN
SW PARK POND DESIGN PROPOSAL

February 18, 2013

Mr. Eric P. Rakers, P.E. City Engineer
City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115-1199

Re: SW Park – De Pere, Wisconsin
Rettler Corporation Proposal

Dear Mr. Rakers;

Rettler Corporation is pleased to respond to your Request for Proposal for design services for an additional storm water management pond at SW Park. We have reviewed the documentation provided by the City (attached) and acknowledge the Scope of Services required to be performed by the selected consultant.

We have completed the required Fee Schedule (attached) and propose to perform the services requested for a fee of \$7,750.00

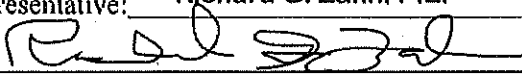
Sincerely,



Rick H. Rettler, RLA / ASLA - President

 **RETTLER**
corporation

Proposed Fee Schedule

Company Name: Rettler Corporation
Company Address: 3317 Business Park Drive
Company Address: Stevens Point, WI 54482
Company Representative: Richard G. Zahn, P.E.
Signature: 
Fee (Total): \$7,750.00

Fee Breakdown:

Pond Design: \$3,500.00
Storm Sewer from Parking Lot to Pond: \$1,500.00
WDNR Construction Site Erosion Control Permit: \$1,500.00
Project Meetings (Two): \$1,250.00

Memo

City of De Pere

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director 
Larry Delo, City Administrator
RE: Interim Fire Chief Consultant Agreement
Date: March 1, 2013

At the February 28, 2013 Police and Fire Commission meeting, the Commission approved appointing RW Management as Interim Fire Chief. This is contingent on the Council approving the agreement.

We are asking for your approval to approve the Interim Fire Chief agreement.

If you have any questions prior to the meeting, please feel free to call Shannon at 339-4045 or Larry at 339-4044. Thank you.

RESOLUTION #13-27

APPROVING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND RW MANAGEMENT GROUP, INC.
FOR INTERIM FIRE DEPARTMENT MANAGEMENT SERVICES

WHEREAS, the City is in need of interim Fire Department management services; and

WHEREAS, RW Management Group, Inc. has available and offers to provide personnel
necessary to provide such services; and

WHEREAS, the De Pere Police and Fire Commission has approved the appointment of
Consultant as Interim Fire Chief.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the
Agreement for Consulting Services Between the City of De Pere and RW
Management Group, Inc. for Interim Fire Department Management Services 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 5th day of
March, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Vicki L. Scray, Deputy Clerk

Ayes: _____
Nays: _____

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND RW MANAGEMENT GROUP, INC. FOR
INTERIM FIRE DEPARTMENT MANAGEMENT SERVICES**

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, by and between the City of De Pere, Wisconsin, ("City"), and RW Management Group, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of interim Fire Department management services; and

WHEREAS, the Consultant has available and offers to provide personnel necessary to provide such services; and

WHEREAS, the De Pere Police and Fire Commission has approved the appointment of Consultant as Interim Fire Chief.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in Consultants Proposal dated February 25, 2013 (Exhibit A), attached hereto and incorporated by reference. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those consulting services described Exhibit A, except that Consultant shall be on site for an average of four (4) days (32 hours per week). Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

IV. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

Finally, the parties acknowledge that Consultants records regarding the matters covered under this Agreement constitutes Contractor records under Wis. Stats. §19.36(3) et seq. and Contractor agrees to comply with Public Records requirements pertaining to those records.

V. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or risk of significant harm to the public.

VI. TIME FOR COMPLETION

The parties hereto agree that Consultant's work hereunder shall commence on April 1, 2013, and conclude on December 31, 2013, unless otherwise agreed to in writing.

VII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation in the amount not to exceed \$81,000 payable in nine (9) monthly installments of \$9,000 each; commencing on or before April 1, 2013, and the first of each month thereafter through and including December 1, 2013.

VIII. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

IX. INSURANCE

The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

X. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals; and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, the City shall indemnify and hold harmless Consultant, the Consultant's officers, directors, partners, employees, and Consultant's Consultants from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of City

and City's officers, directors, partners, employees, and City's Consultants with respect to this Agreement or the project.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XI. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

XII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XIII. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XIV. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XV. TERMINATION OF WORK

Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XVI. MEDIATION

All claims, disputes and other matters in questions between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in questions between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XVII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

City of De Pere
Attention: City Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

With a copy to:

City of De Pere
Attention: City Administrator
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

RW Management Group, Inc.
Attention: Jeffrey R. Roemer, President
1295 Appleton Road, Suite 2
Menasha, WI 54952

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

RW MANAGEMENT GROUP, INC.

By: _____

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF DE PERE

By: _____

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

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**PROPOSAL TO PROVIDE
PROFESSIONAL CONSULTING
SERVICES**



**FIRE
DEPARTMENT
INTERIM
MANAGEMENT**

*Organizational
Management
Studies*

*Equipment
Analysis*

*Emergency
Medical Plans*

*Response Time
Analysis*

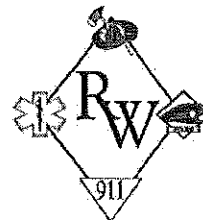
*Accreditation
Management*

*Consolidation
Studies*

*Executive and
Staff Selection*

*Project
Management*

*Interim
Management*



RW Management Group, Inc.
1295 Appleton Rd., Suite 2
Menasha, WI 54952
Phone: 920.727.1000
Fax: 920.727.1003

www.rwmanagementgroup.com
iroemer@rwmanagementgroup.com

Date: February 25, 2013

EXHIBIT A





**CITY OF DE PERE
FIRE DEPARTMENT INTERIM MANAGEMENT**

TRANSMITTAL LETTER

February 25, 2013

Larry Delo
City Administrator
City of De Pere
335 S. Broadway
De Pere, WI 54115

Dear Mr. Delo:

Thank you for the opportunity for RW Management Group, Inc. (RW) to respond to the "Fire Department Interim Management" proposal request for the City of De Pere (City). RW understands that the purpose of this project is to provide interim management, as Fire Chief, for the City. RW will also assess the current ability and effectiveness of the current fire department and identify and make recommendations regarding the provision of fire services. Accordingly, RW has prepared the enclosed proposal including details regarding our approach for completing the required project. The proposal allows for the utilization of RW's services in a multiple ways, which will allow the City to determine the next steps of the process based on the findings and situational changes.

RW believes that our extensive operational and strategic experience in the public safety area uniquely qualifies us for a project of this nature. The RW project manager has over 30 years of combined municipal public safety experience working directly with, or for, public safety agencies. The team has management, operational, technical and consulting experience with all types of public safety operations and with all levels of staffing within these agencies.

We recently provided similar work for the Village of Allouez, WI, the City of Green Bay, WI, the Village of Palmyra, the Village of Weyauwega, WI, the Village of Suamico, WI and the City of Austin, MN. These projects provided interim management for the municipality's Public Safety, Police or Fire Departments.

Thank you again for the opportunity. If you have any questions regarding the enclosed material, please feel free to contact me at (920) 727-1000. We look forward to working with the City on this important engagement.

Sincerely,

Jeffrey R. Roemer, President
RW Management Group, Inc.



**CITY OF DE PERE
FIRE DEPARTMENT INTERIM MANAGEMENT**

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**CITY OF DE PERE
FIRE DEPARTMENT INTERIM MANAGEMENT**

RW MANAGEMENT GROUP QUALIFICATIONS

RW Management Group, Inc. (RW) is a Wisconsin based consulting firm providing professional, high quality police, fire, emergency medical service, dispatch, safety and emergency management consulting, project management and other related services to organizations throughout the United States and Internationally. RW consultants have serviced the needs of several municipalities and emergency services in the United States and abroad. RW consultants remain very active with several public safety and government related organizations including the Wisconsin City/County Managers Association, Wisconsin State Fire Chiefs Association, International Association of Fire Chiefs, International Association of Police Chiefs, Association of Public Safety Communications Officials, American Academy of Certified Public Managers, Paramedic Systems of Wisconsin, National Emergency Number Association, National Police Protection Association, Wisconsin Society of Certified Public Managers, Wisconsin State Police Chiefs Association and Wisconsin Association of Public Safety Communications Officials.

RW's mission statement is "To provide the highest quality, independent professional public safety consulting, project management and services, as measured by the successful implementation of recommendations and services to our clients." We accomplish this mission by providing a team of professionals committed to the needs and issues of public safety and government. RW's consultants are active practitioners in the public safety area and understand the issues, challenges, standards and responsibilities of public safety and provide proven methods to improve efficiency and effectiveness.

All of RW's consultants possess in-depth knowledge of all relevant aspects of emergency services, which includes administration, communications, organization, labor relations, economics and standards. This knowledge allows RW to provide clients with an intellectual and objective analysis of the information received. This information is then presented in an easily understood format, allowing policy boards to make knowledgeable and informed decisions.

Project progress is measured against an established work plan, timetables, budget and list of deliverables. Project methodology includes frequently scheduled progress meetings to discuss progress as well as new or unanticipated issues. The work plans are focused, coordinated and logical. Project team members are also available throughout the duration of the project.



**CITY OF DE PERE
FIRE DEPARTMENT INTERIM MANAGEMENT**

STAFF BIOGRAPHIES

**Jeffrey R. Roemer, CPM
Principal Officer
RW Management Group, Inc.**



Professional Summary

Mr. Roemer has an extensive background in the Public Safety area. For 30 years he served municipal governments in various duties, including Fire Chief for the City of Menasha, WI. Before serving with the City of Menasha, he was Public Safety Director for the Village of Allouez, WI. He has worked in nearly all facets of Public Safety, as a Police Officer, Firefighter, and Emergency Medical Technician, and as a supervisor and department head in each of the disciplines.

As Police and Fire Chief, Mr. Roemer was responsible for all activities in the municipal Public Safety environment. He has provided departmental support for planning and implementing Information Systems, Dispatch Centers, Emergency Operations Centers, Budgeting, Shared Services, and Command Post and ICS operations, along with many other administrative and supervisory duties. His broad knowledge base allows a unique perspective and understanding of the varied requirements found in the municipal environment. Serving at this level of the organization provided Mr. Roemer with the opportunity to recommend, plan and manage change within the organization and often times, outside of his organization.

As a Public Safety Consultant, Mr. Roemer has been a project manager for numerous Public Safety related organizational, communication, dispatch center, consolidation, information system, operational, and emergency operation center projects. Mr. Roemer has served as Interim Public Safety Director and Fire Chief for several agencies in the last 10 years. Mr. Roemer also serves as an active member of the International Association of Fire Chiefs, the Wisconsin Society of Public Managers, the American Academy of Public Managers, and the Associated Public Safety Communications Organizations.

Mr. Roemer's knowledge of Public Safety in a municipal setting has gained him recognition both at a local and national level. He currently serves as Secretary-Treasurer to the Great Lakes Division of the International Association of Fire Chiefs, Past President of the Wisconsin Society of Certified Public Managers and numerous other positions with Police, Fire and Rescue Boards and Committees. Mr. Roemer has been recognized as the 2001 "Manager of the Year" by the Wisconsin Society of Certified Public Managers.

Education

Northeast Wisconsin Technical College
Associate Degree in Police Science
National Fire Academy
Executive Fire Officer Graduate
University of Wisconsin
Certified Public Manager
Northwestern University
School of Police Staff and Command Graduate



**CITY OF DE PERE
FIRE DEPARTMENT INTERIM MANAGEMENT**

**Martin DeLoach
Senior Consultant
RW Management Group, Inc.**



Professional Summary

Mr. DeLoach has worked with the fire service and emergency management for the past 25 years. He has experience as a Hazardous Materials Specialist leading a team that protected over a half a million people in Southeast Michigan. Mr. DeLoach has experience working as a Fire Marshal and has served on several codes adoption committees for the State of Michigan. He served as a Fire Chief for ten years in both a career department and a large combination fire department. Mr. DeLoach worked on the Wayne County Emergency Management Team as a Hazardous Materials Leader and Chairman of the Downriver Mutual Aid for Fire.

Mr. DeLoach has been an instructor for the Michigan Hazardous Materials Center. He has also worked with Solutia Chemical training their plant response team. He has worked as an adjunct faculty member of the Fire Service Staff and Command School at Eastern Michigan University. Marty has developed curriculum for Solutia, the Regional Alliance for Firefighters Training and Eastern Michigan.

Marty has been elected to several leadership roles during his tenure in the fire service. He is a past President of the Southeastern Michigan Fire Chiefs. He has been a member of the board of the Michigan Association of Fire Chiefs. He also was elected to represent Michigan on the Board of the Great Lakes Division of the International Association of Fire Chiefs. He also works with the National Fallen Firefighters Courage to be safe program and the Regional Alliance for Firefighters Training

Marty has experience in personnel matters writing and reviewing personnel handbooks, employee benefits, fair labor standards act, overtime review/analysis, financial planning, healthcare solutions, strategic planning, employee time off, contract negotiation and employee grievances. He brings a wealth of experience from his role as a Fire Chief for a career union department and a combination department. In addition he served in an equivalent role as a City Manager with responsibility for all the functions that pertain to a City Manager working as the Chief Executive Officer of a Fire Authority that was a separate municipality in Michigan.

Education

Henry Ford Community College
Associates of Science Fire Science
Associates of Arts Political Science
Madonna University
Bachelors of Science, Fire Science
Eastern Michigan University
Masters of Arts, Interdisciplinary Technology
Michigan State Police
Arson Investigation School Tustin
Specialist in Hazardous Materials
Certified Fire Inspector, Licensed Paramedic



CITY OF DE PERE FIRE DEPARTMENT INTERIM MANAGEMENT

ASSIGNED STAFF

Personnel assigned to this project are selected from the principals of RW Management Group, Inc. and other personnel who are formally engaged in an ongoing relationship with RW. The project manager supervises the project team and clerical support personnel support the team. The combined resources assure that the client receives the best possible combination of professional attention.

ROLES AND RESPONSIBILITIES

Project Manager

The project manager will oversee, direct, coordinate and control all work that is done on the project. The project manager will also provide liaison with the client project team, be responsible for the content and quality of the project, make necessary presentations and ensure that the project is completed according to the time line established. The project manager will serve as acting Fire Chief for the City of De Pere.

Project Team Members

The project staff is selected for their relevant experience in the service to be provided. Each is assigned with specific responsibilities related with the elements of the project. The work of the project staff is provided to the project manager for review, collation and for interface with the client's project team.

Project Manager: Mr. Jeffrey R. Roemer – Mr. Roemer has over 30 years of experience in public safety. Mr. Roemer is a certified public manager and has been providing full time public safety management consulting for the last fourteen (14) years. He worked as Fire Chief for the City of Menasha from 1995 to 1998, Public Safety Director for the Village of Allouez from 1988 to 1995, and shift commander for the Village of Ashwaubenon for seven (7) years. He has worked on numerous public safety projects for the last fourteen (14) years, as project manager, in communities nationwide. He recently served as the Fire Chief and Emergency Management Director for the City of Green Bay, where he had responsibility for all aspects of emergency management including preparedness, response, recovery, and mitigation.

Project Team Member: Mr. Marty DeLoach – Mr. DeLoach has 26 years of fire management experience. He has served as a fire chief and EMS Director. He has developed efficient fire department organizational structures and operating procedures. He has also served as an instructor in fire service at several colleges and universities. Marty has worked with both fulltime and volunteer departments.



**CITY OF DE PERE
FIRE DEPARTMENT INTERIM MANAGEMENT**

RW MANAGEMENT GROUP, INC. METHODOLOGY

Our approach to this project requires a clear understanding of the fire department administration needs and related concerns. The key elements of our methodology include:

- A clear understanding of the project background, complex issues involved and the goals and objectives of interim management.
- A work plan that is comprehensive, well designed, practical and provides for ample opportunity for client input.
- Sufficient resources and a commitment to successfully completing the project within the desired time frame and at a reasonable cost.

Client Input – In order to perform interim management and make specific changes in the fire department, it is critical that we receive quality information from officials, staff and members of the City. Accordingly, our approach includes regular meetings with individuals of the City and associated agencies that would have valuable information relating to the effective and efficient operations of the fire department.

Interim Management – Our ultimate goal is to provide our client with interim management that improves the efficiency and effectiveness of the fire department administration. RW will assume the responsibility for the administration, management and operation of the fire department for the City of De Pere.

Project Management – A successful assessment and the provision of effective recommendations requires a special effort to ensure that all levels of the project receive adequate attention and those findings and recommendations are thoroughly coordinated. This is accomplished by the development and adherence to a project work plan, clear project team assignments and frequent communications with the client.



**CITY OF DE PERE
FIRE DEPARTMENT INTERIM MANAGEMENT**

DETAILED WORK PLAN

Interim Management:

1. Department Meetings – Initial meetings will be held with all fire department personnel, the Police and Fire Commission and City Administration personnel to review the duties and responsibilities of RW during the term of this project.
2. Budget Review – The 2013 fire department budget will be reviewed with department personnel and specific recommendations will be made to the City Administrator and the Council, prior to the completion of the 2014 budget process.
3. Management Team – The management team will consist of the RW project manager and the Fire Department Officers. This team will meet initially to organize and plan the communications structure, the daily, weekly and monthly work plan, which will be utilized to improve the effectiveness of fire department operations and administration.
4. Reporting – A management summary report will be provided to the City Administration on a monthly basis. This report will outline the department activities and actions that have taken place during the course of this project. The project manager will also maintain weekly communications with the City Administrator.
5. Availability – The RW project manager will be on-site an average of three days per week and will provide the ability for direct communications with the department 24 hours per day, seven days per week.
6. Administration – The RW project manager will provide organizational management of the fire department.
7. Personnel Management – The project manager will manage, coordinate and participate in the selection, promotion, evaluation, scheduling and discipline of the Department employees.
8. Legal Compliance – The project manager will review all current administrative rules and applicable standards, along with current departmental practices to ensure compliance with relevant legal guidelines and standards.
9. Equipment and Maintenance – The project manager will review current building and equipment maintenance procedures and develop a regular maintenance plan, which will also encompass mandated yearly testing of firefighting equipment. Committees will be organized as needed to develop major equipment specifications and request for proposals.
10. Emergency Scene Operations – The project manager will review current incident scene practices and uniformity, and develop and refine related standard operating guidelines to assure adherence to safety standards, best tactical practices and uniformity throughout the Department.



**CITY OF DE PERE
FIRE DEPARTMENT INTERIM MANAGEMENT**

11. City Administration – RW will work closely with the City Administrator throughout the course of this project to provide assistance with City wide policies and procedures, improved utilization of the Employee Assistance Program and improved coordination with the Police and Fire Commission.
12. The City will provide the RW project manager an office, emergency communications, incident response personal protective equipment and emergency transportation, to be utilized in compliance with City policies.

COST QUOTATION

	Not-To-Exceed Amount
Interim Management	
9- Month agreement	\$ 81,000

Payment schedule:

- Interim Management – Equal monthly payments of \$9,000 per month. The first payment due within 10 days of signing contract. Remaining payments every 30 days.

Project Term: April 1, 2013 through December 31, 2013

RW will complete the work tasks as defined in our proposal for the not-to-exceed amount presented in the proposal. Only if the scope of the project changes would there be any additional hours billed to the project. These changes in project costs would only occur after approval by appropriate City personnel. Either party may terminate the agreement by giving 30 days written notice.



**CITY OF DE PERE
FIRE DEPARTMENT INTERIM MANAGEMENT**

RECENT RELATED ENGAGEMENTS

City of Green Bay, WI

RW Management Group provided long term management of the Green Bay fire Department for a period of almost four years. Jeffrey R. Roemer served as Fire Chief from April of 2008 until December 31, 2011. Chief Roemer also provided the City with an Executive Selection process and multiple Assessment Centers for promotions, which included training department personnel as assessors. Mr. Roemer also served as the City Emergency Management Director during this time period and established a joint Emergency Operations Center with the County and wrote an Emergency Operations Plan for the City.

Contact: Mayor Jim Schmitt
City of Green Bay
100 N. Jefferson
Green Bay, WI 54301
Phone 920-448-3005

Village of Palmyra, Wisconsin

RW is currently providing services as Interim Public Safety Director for the Village of Palmyra. This service includes the management of Police, Fire and EMS for the Village. This was a nine month contract that has been extended for one more year with the option to extend for an additional year.

Contact: Village President
100 W. Taft Street
Palmyra, WI 53156-0380
Phone 262-495-4478

Village of Weyauwega, Wisconsin

RW completed an a 2 year engagement with the Village of Weyauwega providing them with Interim Police Chief services.

Contact: Village Administrator
PO Box 578
Weyauwega, WI 54983
Phone: 920-867-2630



**CITY OF DE PERE
FIRE DEPARTMENT INTERIM MANAGEMENT**

Village of Suamico Fire Department, Allouez, Wisconsin

RW completed an organizational management analysis, provided Interim Fire Chief management, an executive selection process and transition management for the Suamico Fire Department.

Contact: Village Administrator
2999 Lakeview Drive
Suamico, WI 54173
Phone: (920) 434-2212.

City of Austin, Minnesota

RW provided interim Fire Chief management services for the Austin Fire Department. RW provided an executive summary upon completion of this project and assisted with transition management when the new chief was hired.

Contact: City Administrator
500 4th Ave. NE
Austin, MN 55912
Phone: 507-437-9940

Village of Allouez Fire Department, Allouez, Wisconsin

RW completed an organizational management analysis, provided interim public safety management, an executive selection process and transition management for the Allouez Public Safety Department.

Contact: Village Administrator
Village of Allouez
1900 Libal St.
Green Bay, WI 54301
Phone 920-448-2800, Ext. 106



**CITY OF DE PERE
FIRE DEPARTMENT INTERIM MANAGEMENT**

PREVIOUS CLIENT WORK

RW Management employees have performed consulting services for the following clients over the past fourteen years:

Albert Lea, MN	Miller, Wagner, Coenen, McMahon, Neenah, WI
Algoma, WI	Milton, WI
Allouez, WI	Milwaukee Brewers, Milwaukee, WI
Appleton, WI	Milwaukee, WI
Appleton Marine, Appleton, WI	Milwaukee Area Technical College, WI
Arlington, WI	Milwaukee County, WI
Ashland, OR	Milwaukee Metropolitan Sewerage District
Ashland, WI	Moraine Park Tech.College, Fond Du Lac, WI
Baraboo, WI	Morton Grove, IL
Bay City, MI	Motorola Corp., Schaumburg, IL
Bell County, TX	Mukwonago, WI
Bellevue, WI	Mundelein, IL
Beloit, WI	Nashville, TN
Broward County, FL	Neenah, WI
Brown County, WI	Neenah-Menasha Fire Rescue, WI
Bristol-Kendall Fire Protection District, IL	New Berlin, WI
Calumet County, WI	New Jersey State Police
Camden, AR	New Jersey Attorney General
Cape Girardeau, MO	North Carolina State University, Raleigh, NC
Cedarburg, WI	Northeast WI Tech.College, Green Bay, WI
Central Lake County Communications, IL	Oak Creek, WI
Cert. Public Manager Program, Madison, WI	Oconto County, WI
Chicago, IL	Odell Associates, Inc., NC
Clay County, FL	Ogden Plumbing, Neenah, WI
Clayton, Town of, WI	Oneida Tribe of Indians, Oneida, WI
Clinton, CT	Ozaukee County, WI
Comm. Orientated Policing Consortium, D.C.	Palmyra, WI
Corvallis, OR	



**CITY OF DE PERE
FIRE DEPARTMENT INTERIM MANAGEMENT**

Dane County, WI	Palmyra, Village of, WI
Dayton, OH	Para Tran Medical Transport, Door Co., WI
DeForest, WI	Pasadena, CA
DeKalb, IL	Pewaukee, WI (City)
Delafield, WI	Pewaukee, WI (Village)
Delaware County, OH	Platteville, WI
Delray, FL	Police Exec. Research Forum, DC
De Pere, WI	Presto Products, Appleton, WI
Destin, FL	Prince Georges County, MD
Eagan, MN	Pulaski Tri-County Fire, WI
East Chicago, IN	Qassim University, Buraydah, Saudi Arabia
East Troy, WI	Racine, WI
Energy Control and Design, Inc. Appleton, WI	Raleigh, NC
Eugene, OR	RED Center, IL
Evanston, IL	Reedsburg, WI
Fishers, IN	Royal Oak, MI
Fond du Lac, WI	Rye Tech. Consulting, Riyadh, Saudi Arabia
FOXCOMM, Appleton, WI	St. Mary's Medical Center, Racine, WI
Fox Valley Technical College, Appleton, WI	Sandy Springs, GA
Freedom, Town of, WI	Sarasota County, FL
Gary, IN	SEECOM, IL
Genoa Township, OH	SESCO, LLC, Manitowoc, WI
Germantown, WI	Shawano, WI
Grand Chute, WI	Sheboygan, WI
Green Bay, WI	Shelby County, TN
Green Bay Packers, Green Bay, WI	Shifman Law Firm, Birmingham, MI
Greenville, WI	Shorewood, WI
Gries Architectural Group, Neenah, WI	Southeast McHenry County, IL
GSA, Office of Inspector General, D.C.	Sparta, WI
Grass Valley, CA	Stafford Rosenbaum Attorneys, WI
Hamilton Cty 911 Comm.Dist.Chattanooga,TN	Stevens Point, WI
Hammond, IN	St. Louis, MO



**CITY OF DE PERE
FIRE DEPARTMENT INTERIM MANAGEMENT**

Hanover Park, IL	Stora Enso North America
Harlem Township, OH	Suamico, WI
Harrison, WI	Tallahassee, FL
Hartland, WI	Tri-State Fire, IL
Hazel Crest, IL	Tulsa, OK
Hobart, IN.	University of Wisconsin – Madison, WI
Ho Chunk Tribal Nation	USAID, Washington, D.C.
Inter. Assoc. of Fire Chiefs–Great Lakes Div.	U.S. Capital Police, Washington, D.C.
Jacksonville, FL	U. S. Dept. of Homeland Security
Jefferson County, KY	University of Illinois, Chicago, IL
JG Samuels, Inc., North Prairie, WI	Verona, WI
Johnson Creek Fire Protection District, WI	Viking Rescue, Denmark, WI
Joy Bertrand Law Firm, Milwaukee, WI	Virchow Krause & Company, Madison, WI
Kansas City, MO	Walworth County, WI
Kaukauna, WI	Washington, D.C.
Kenosha Medical Center, Kenosha, WI	Waterford, WI
Kent County, MI	Waukesha County, WI
Kiel, WI	Waukesha County Technical College
Killeen, TX	Wausau Hospital, Wausau, WI
Lake Mills, WI	Wausau Insurance, WI
Lakeshore Technical College, Cleveland, WI	WESCOM, IL
Library of Congress, Washington, D.C.	West Chicago, IL
Lincoln County, WI	West Milwaukee, WI
Lindner & Marsack, S.C., WI	West Palm Beach, FL
Lodi EMS, Lodi, WI	Whiting, IN
Logan Township, PA	Whitefish Bay, WI
Madison Area Technical College, Madison, WI	Will County, IL
Madison, Town of, WI	Wilmington, NC
Marathon County, WI	Winnebago County, WI
Maryland Police Corps, MD	Winnetka, IL
Maryland Transportation Authority, MD	Wis. Dept. of Justice, Madison, WI
Maximus, Reston, VA	Wood Dale, IL



**CITY OF DE PERE
FIRE DEPARTMENT INTERIM MANAGEMENT**

Menasha, City of, WI

Menominee Falls, WI

McFarland, Village of, WI

Menomonee Tribal EMS, WI

Yarmouth, MA

Ypsilanti, MI

Yuma, AZ



**CITY OF DE PERE
FIRE DEPARTMENT INTERIM MANAGEMENT**

PERSONAL SERVICES CONTRACT

This agreement made this _____ day of March, 2013, by and between the City of De Pere (City), and RW Management Group, Inc. (RW) doing business as a corporation in Menasha, Wisconsin.

WITNESSETH

That for and in consideration of the payment and agreements hereinafter mentioned and attached to be made and performed by the City and RW, hereby agree to commence and complete the consultation and to provide the work described in the proposal and comply with the terms of the contract documents for the:

FIRE DEPARTMENT INTERIM MANAGEMENT

Hereafter called the "project" for the sum not to exceed \$81,000.00, which includes expenses.

RW will furnish all labor and other services necessary to complete the work relating to and including the development and administration of the planning process. RW hereby agrees to perform the work as specified by the City of De Pere.

The City shall pay RW:

Equal monthly payments of \$9,000
The first payment due within 10 days of signing contract
Remaining payments every 30 days

This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

The laws of the State of Wisconsin shall govern this agreement.

The agreement is an integrated writing, executed by the parties after negotiation and discussions of all material provisions. Either party has relied upon no inducements, concessions or representations of the fact, except as set forth in this agreement and the RW proposal.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the agreement is two (2) copies, each of which shall be deemed an original, on the first date written above.

City of De Pere

RW Management Group, Inc.

By: _____
Signature

By: _____
Jeffrey R. Roemer, President

By: _____
Signature



Strategic. Transparent. Refreshing.™

City of DePere

2011-2012 Medical Cost Comparison

	2011	2012
Annual Fixed Costs	\$459,846.00	\$426,842.00
Annual Claims Costs	\$2,712,468.00	\$2,282,884.00
Annual Specific Reimbursements	(\$460,221.00)	(\$674,692.00)
Annual HRA Costs	\$0.00	\$267,708.00
Net Costs	\$2,712,093.00	\$2,302,742.00
Total Employees	1,984	1,832
Annual Claims Cost per Employee	\$1,366.98	\$1,256.96
Percent Change	--	-8.05%
Annual Claims per Employee	\$1,135.21	\$877.83
Percent Change	--	-22.67%
Annual Claims + HRA per Employee	\$1,135.21	\$1,023.96
Percent Change	--	-9.80%



2011-2012 2012-2013 2013-2014 2014-2015

MEMORANDUM

TO: City of De Pere
FROM: Patrick H. Fehrenbach, AIA
DATE: February 21, 2013
SUBJECT: Change Order #2 for De Pere Riverwalk Phase II

Additional costs associated with Change Order #2 on this project are directly related to delay in receiving the DNR permit for causeway construction.

The original bidding documents in June, 2012 stated project construction could begin after the close of the navigation season on October 8, 2012. Because of the delay caused by the DNR permit for causeway construction, which was received on October 23, 2012, the contractor experienced a 15 calendar day delay in placing the necessary causeway.

The Contractor's original schedule was to construct all three piers at the same time in October and subsequently place the girders and complete the pouring of the concrete deck in mid-November. The inability for the contractor to install the causeway at the start of construction, delayed his ability to construct the three piers. This delay pushed out the deck pour to December 7, 2012. The late deck pour required the contractor to use cold weather protection measures above and beyond what they had planned for in their bid. The entire Viewing Pier deck had to be tented and heated for 24 hours prior to the deck pour as well as for 7 days after deck was poured.

The contractor also experienced a rise in the river water level during the pouring of the third pier due to increase river flow resulting from dam management activities conducted by Thilmany paper. This unexpected rise in the water level required the contractor to utilize a concrete pump truck for pouring final Viewing Pier support pier.

We feel that the amendment is justified due to a change in the contract conditions after the Bid Date.

It should be noted that even with this delay, the contractor should be commended for their efforts in meeting the original required substantial completion deadline of December 31, 2012 for the Viewing Pier.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick H. Fehrenbach".

Patrick H. Fehrenbach, AIA, LEED AP BD+C
Project Inspector



TRANSMITTAL FORM

1150 Springhurst Drive, Suite 201
Green Bay, WI 54304-5950
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com

Date: February 20, 2013

To: City of De Pere

Re: De Pere Riverwalk

Attn: Marty Kosobucki GRAEF Job #: 2011-2044.00

We are sending you: ☒ Herewith ☐ Under Separate Cover

COPIES	NO.	DESCRIPTION
3		Change Order #2

☐ Per your request
☐ For your approval

☒ For your use
☐ Review & return

☐ Copies for distribution
☐ Corrected prints

REMARKS: Enclosed are 3 copies of Change Order #2

Sincerely,

Pat Fehrenbach

Copy to:

*Memo from
Graef is coming!*

Change Order

No. 2

Date of Issuance: February 20, 2013

Effective Date: March 5, 2013

Project: Riverwalk & Wildlife Viewing Pier
Phase II

Owner: City of De Pere

Owner's Contract No.: N/A

Contract: General Construction

Date of Contract: September 10, 2012

Contractor: Zenith Tech., Inc.

Engineer's Project No.: 2012-2050.00

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Additional costs associated with cold weather protection and heating, as a result of delay in project start due to delay in DNR permit

Attachments:

Zenith Tech, Inc. "Extra Work Invoice" with breakdown of additional costs and associated backup information.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 1,228,000.00

[Increase] [Decrease] from previously approved Change
Orders No. N/A to No. 1:

\$ None

Contract Price prior to this Change Order:

\$ 1,228,000.00

[Increase] [Decrease] of this Change Order:

\$ 12,740.66

Contract Price incorporating this Change Order:

\$ 1,240,740.66

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): December 31, 2012

Ready for final payment (days or date): February 1, 2013

[Increase] [Decrease] from previously approved Change Orders
No. N/A to No. 1:

Substantial completion (days): April 1, 2013

Ready for final payment (days): May 1, 2013

Contract Times prior to this Change Order:

Substantial completion (days or date): April 1, 2013

Ready for final payment (days or date): May 1, 2013

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): April 1, 2013

Ready for final payment (days or date): May 1, 2013

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 2/20/13

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____

EJCDC No. C-941 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the
Associated General Contractors of America and the Construction Specifications Institute.

10/28/2011

2012-2050.00

Zenith Tech, Inc.

EXTRA WORK INVOICE

To: City of De Pere
925 S. Sixth Street
De Pere, WI 54115

From: Zenith Tech, Inc.
P.O Box 1028
Waukesha, WI 53187

Type of Work: Concrete Pumping, Cold Weather Protection to Concrete

Reason: Costs incurred due to delay in project as a result of not having the DNR permit

A. Labor

	Budget	Actual	Difference	Total
Additional Labor for Cold Weather Protection - Due to Delay in DNR Permit	\$3,000.00	\$9,674.00	\$6,674.00	\$6,674.00
Total Labor				\$6,674.00

B. Subcontractors

Contractor	Date	Cost	Mark-Up	Extended Amount
Potratz Concrete Pumping, Inc.	11/16/2012	\$898.50	10%	\$ 988.35
				\$ -
				\$ -
				\$ -
Total Equipment				\$ 988.35

C. Materials/Misc

Item	Date	Invoice #	Cost	Mark-Up	Extended Amount
Ferrell Gas - Propane	12/5/12	1073710761	\$ 434.16	15%	\$ 499.28
Ferrell Gas - Propane	12/5/12	1073711983	\$ 1,925.67	15%	\$ 2,214.52
Ferrell Gas - Propane	12/10/12	1073782452	\$ 600.86	15%	\$ 690.99
Ferrell Gas - Propane	12/10/12	1073782446	\$ 628.81	15%	\$ 723.13
Ferrell Gas - Propane	12/10/12	1073782450	\$ 544.69	15%	\$ 626.39
Ferrell Gas - Propane	12/19/12	1073950749	\$ 281.73	15%	\$ 323.99
Total Materials					\$ 5,078.31

No. of Units 1 LS

TOTAL CHARGE (A+B+C) \$ 12,740.66

Acceptance

By: _____ Date: _____

ZTI JOB # 504118

City of De Pere
925 S. Sixth Street
De Pere, WI 54115
Phone: 920-241-1000
Fax: 920-241-1000

Zenith Tech, Inc.
P.O. Box 1028
Waukesha, WI 53187
Phone: 262-535-6557
Fax: 262-535-6557

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0217	AGRI-PARTNERS COOPERATIVE							
	I-201302271977	AGRI-PARTNERS COOPERATIVE	R	3/05/2013		1.19CR	067393	1.19
0302	AIRGAS USA LLC							
	I-9012760946	AIRGAS USA LLC	R	3/05/2013		398.84CR	067394	
	I-9907018496	AIRGAS USA LLC	R	3/05/2013		144.96CR	067394	
	I-9907018497	AIRGAS USA LLC	R	3/05/2013		376.62CR	067394	920.42
2492	ALCOPRO							
	I-164600-IN	ALCOPRO	R	3/05/2013		234.92CR	067395	234.92
0496	ASTRO HYDRAULICS INC							
	I-40174	ASTRO HYDRAULICS INC	R	3/05/2013		312.47CR	067396	312.47
0020	BADGERLAND PRINTING INC							
	I-21218	BADGERLAND PRINTING INC	R	3/05/2013		116.00CR	067397	116.00
6229	BANC OF AMERICA PUBLIC CAPITAL CORP							
	I-R94165	BANC OF AMERICA PUBLIC CAPITAL	R	3/05/2013		15,781.55CR	067398	15,781.55
0023	BATTERIES PLUS LLC							
	I-233704-01	BATTERIES PLUS LLC	R	3/05/2013		439.55CR	067399	
	I-501-385641	BATTERIES PLUS LLC	R	3/05/2013		84.40CR	067399	
	I-501-386438	BATTERIES PLUS LLC	R	3/05/2013		160.50CR	067399	684.45
0027	BAY TOWEL INC							
	I-1349679	BAY TOWEL INC	R	3/05/2013		125.39CR	067400	
	I-1541005	BAY TOWEL INC	R	3/05/2013		126.00CR	067400	
	I-1560224	BAY TOWEL INC	R	3/05/2013		120.39CR	067400	
	I-1566609	BAY TOWEL INC	R	3/05/2013		116.63CR	067400	
	I-1590352	BAY TOWEL INC	R	3/05/2013		39.02CR	067400	
	I-1590353	BAY TOWEL INC	R	3/05/2013		58.91CR	067400	
	I-1592198	BAY TOWEL INC	R	3/05/2013		77.66CR	067400	
	I-1592216	BAY TOWEL INC	R	3/05/2013		124.24CR	067400	
	I-1593566	BAY TOWEL INC	R	3/05/2013		39.02CR	067400	
	I-1593567	BAY TOWEL INC	R	3/05/2013		55.29CR	067400	882.55
6473	BEAVER OF WISCONSIN INC							
	I-80897	BEAVER OF WISCONSIN INC	R	3/05/2013		340.30CR	067401	340.30
0039	BROOKS TRACTOR INC							
	I-D22373	BROOKS TRACTOR INC	R	3/05/2013		13.32CR	067402	
	I-D22430	BROOKS TRACTOR INC	R	3/05/2013		6.57CR	067402	
	I-D22714	BROOKS TRACTOR INC	R	3/05/2013		135.12CR	067402	155.01

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2944	BROWN COUNTY JAIL							
	I-201302221966	BROWN COUNTY JAIL	R	3/05/2013		40.00CR	067403	
	I-201302221967	BROWN COUNTY JAIL	R	3/05/2013		160.00CR	067403	200.00
0737	BRUCE MUNICIPAL EQUIPMENT INC							
	I-5130695	BRUCE MUNICIPAL EQUIPMENT INC	R	3/05/2013		173.64CR	067404	
	I-5130738	BRUCE MUNICIPAL EQUIPMENT INC	R	3/05/2013		59.35CR	067404	232.99
6710	CADRE							
	I-119310	CADRE	R	3/05/2013		368.80CR	067405	
	I-119337	CADRE	R	3/05/2013		13.20CR	067405	
	I-119585	CADRE	R	3/05/2013		295.04CR	067405	677.04
0115	CARQUEST AUTO PARTS LLC							
	I-6339-162858	CARQUEST AUTO PARTS LLC	R	3/05/2013		58.74CR	067406	
	I-6339-163035	CARQUEST AUTO PARTS LLC	R	3/05/2013		11.64CR	067406	70.38
2708	CLEANING SOLUTION SERVICES INC							
	I-05-7984	CLEANING SOLUTION SERVICES INC	R	3/05/2013		42.04CR	067407	
	I-05-7996	CLEANING SOLUTION SERVICES INC	R	3/05/2013		78.83CR	067407	
	I-05-8006	CLEANING SOLUTION SERVICES INC	R	3/05/2013		1,363.55CR	067407	1,484.42
6719	D & D LIGHTING INC							
	I-70644	D & D LIGHTING INC	R	3/05/2013		347.88CR	067408	347.88
0713	DE GROOT INC							
	I-6610	DE GROOT INC	R	3/05/2013		1,849.68CR	067409	1,849.68
3212	DIXON ENGINEERING INC							
	I-13-6071	DIXON ENGINEERING INC	R	3/05/2013		850.00CR	067410	850.00
0092	FEAKER & SONS CO INC							
	I-20230	FEAKER & SONS CO INC	R	3/05/2013		2,175.00CR	067411	2,175.00
0331	FERGUSON WATERWORKS #1476 INC							
	I-125768	FERGUSON WATERWORKS #1476 INC	R	3/05/2013		1,417.75CR	067412	1,417.75
2627	FESTIVAL FOODS INC							
	I-201302221968	FESTIVAL FOODS INC	R	3/05/2013		35.88CR	067413	35.88
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-11575	FIRE APPARATUS & EQUIPMENT INC	R	3/05/2013		2,266.40CR	067414	2,266.40

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0200	FIRST SUPPLY GREEN BAY LLC							
	I-9743996-00	FIRST SUPPLY GREEN BAY LLC	R	3/05/2013		3.65CR	067415	3.65
0097	FIVE ALARM INC							
	I-129476-1	FIVE ALARM INC	R	3/05/2013		482.00CR	067416	482.00
0098	FLY ME FLAG CO INC							
	I-2603	FLY ME FLAG CO INC	R	3/05/2013		192.00CR	067417	192.00
0562	GALL'S INC							
	I-326132	GALL'S INC	R	3/05/2013		87.40CR	067418	
	I-385254	GALL'S INC	R	3/05/2013		64.45CR	067418	151.85
1891	GANNETT WI MEDIA							
	I-6942351	GANNETT WI MEDIA	R	3/05/2013		564.69CR	067419	564.69
6064	GANNETT WI MEDIA							
	I-201302221969	GANNETT WI MEDIA	R	3/05/2013		29.22CR	067420	29.22
2544	GLOBAL RECOGNITION INC							
	I-131940	GLOBAL RECOGNITION INC	R	3/05/2013		6.50CR	067421	6.50
6720	GRAFFITI SOLUTIONS INC.							
	I-16281	GRAFFITI SOLUTIONS INC.	R	3/05/2013		87.00CR	067422	87.00
0116	GRAINGER INC							
	I-9060072775	GRAINGER INC	R	3/05/2013		104.16CR	067423	
	I-9060243418	GRAINGER INC	R	3/05/2013		67.32CR	067423	
	I-9063200621	GRAINGER INC	R	3/05/2013		228.70CR	067423	
	I-9064969786	GRAINGER INC	R	3/05/2013		83.84CR	067423	
	I-9068299958	GRAINGER INC	R	3/05/2013		56.52CR	067423	540.54
0446	HAWKINS INC							
	I-3436244 RI	HAWKINS INC	R	3/05/2013		4,811.39CR	067424	4,811.39
3521	HD SUPPLY WATERWORKS LTD							
	I-6154434	HD SUPPLY WATERWORKS LTD	R	3/05/2013		756.00CR	067425	
	I-6187526	HD SUPPLY WATERWORKS LTD	R	3/05/2013		324.00CR	067425	1,080.00
6589	HSBS EWD							
	I-201302221970	HSBS EWD	R	3/05/2013		46.50CR	067426	46.50

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1399	INDOFF INC							
	C-2234910	INDOFF INC	R	3/05/2013		153.89	067427	
	I-2219494	INDOFF INC	R	3/05/2013		95.48CR	067427	
	I-2227397	INDOFF INC	R	3/05/2013		311.39CR	067427	
	I-2228508	INDOFF INC	R	3/05/2013		179.99CR	067427	
	I-2229310	INDOFF INC	R	3/05/2013		210.10CR	067427	
	I-2229689	INDOFF INC	R	3/05/2013		364.77CR	067427	
	I-2229789	INDOFF INC	R	3/05/2013		5.55CR	067427	
	I-2231510	INDOFF INC	R	3/05/2013		351.99CR	067427	
	I-2232456	INDOFF INC	R	3/05/2013		91.94CR	067427	
	I-2233396	INDOFF INC	R	3/05/2013		225.10CR	067427	
	I-2235624	INDOFF INC	R	3/05/2013		19.79CR	067427	
	I-2236353	INDOFF INC	R	3/05/2013		9.10CR	067427	
	I-2236827	INDOFF INC	R	3/05/2013		34.29CR	067427	1,745.60
2602	JOSSART BROTHERS INC							
	I-18104	JOSSART BROTHERS INC	R	3/05/2013		2,580.00CR	067428	2,580.00
1276	JX ENTERPRISES INC							
	C-D-230520051	JX ENTERPRISES INC	R	3/05/2013		480.68	067429	
	I-D-230440166	JX ENTERPRISES INC	R	3/05/2013		610.55CR	067429	
	I-D-230520032	JX ENTERPRISES INC	R	3/05/2013		132.90CR	067429	
	I-D-230520095	JX ENTERPRISES INC	R	3/05/2013		21.30CR	067429	
	I-D-230530107	JX ENTERPRISES INC	R	3/05/2013		144.39CR	067429	
	I-D-230560002	JX ENTERPRISES INC	R	3/05/2013		23.09CR	067429	451.55
1348	KLEUSKENS ELECTRIC							
	I-201302221971	KLEUSKENS ELECTRIC	R	3/05/2013		317.48CR	067430	317.48
6249	LANAIR PRODUCTS LLC							
	I-304622-IN	LANAIR PRODUCTS LLC	R	3/05/2013		26.94CR	067431	26.94
4617	LANGUAGE LINE SERVICES							
	I-3096778	LANGUAGE LINE SERVICES	R	3/05/2013		45.51CR	067432	45.51
0156	LAWSON PRODUCTS INC							
	I-9301456961	LAWSON PRODUCTS INC	R	3/05/2013		538.63CR	067433	538.63
0159	LEXIS NEXIS INC							
	I-1301263376	LEXIS NEXIS INC	R	3/05/2013		207.65CR	067434	207.65
2292	MC MAHON'S OF LUXEMBURG INC							
	I-12022	MC MAHON'S OF LUXEMBURG INC	R	3/05/2013		1,275.00CR	067435	1,275.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0173	MENARDS INC							
	I-14522	MENARDS INC	R	3/05/2013		18.02CR	067436	
	I-14608	MENARDS INC	R	3/05/2013		16.37CR	067436	
	I-15271	MENARDS INC	R	3/05/2013		137.90CR	067436	172.29
3125	MORTON SALT INC							
	I-5400087356	MORTON SALT INC	R	3/05/2013		2,592.43CR	067437	2,592.43
6560	MUELLER ELECTRIC							
	I-404-12-01 (4)	MUELLER ELECTRIC	R	3/05/2013		5,720.00CR	067438	5,720.00
1475	MUNICIPAL CODE CORP							
	I-226529	MUNICIPAL CODE CORP	R	3/05/2013		952.45CR	067439	952.45
3191	NIELSON COMMUNICATIONS INC							
	I-GB13-15546	NIELSON COMMUNICATIONS INC	R	3/05/2013		123.75CR	067440	123.75
6250	NORTH AMERICAN FLY & TRADING							
	I-27362	NORTH AMERICAN FLY & TRADING	R	3/05/2013		674.92CR	067441	674.92
0531	NORTHEAST AUTO PARTS INC							
	C-276129	NORTHEAST AUTO PARTS INC	R	3/05/2013		120.10	067442	
	I-275188	NORTHEAST AUTO PARTS INC	R	3/05/2013		37.66CR	067442	
	I-275870	NORTHEAST AUTO PARTS INC	R	3/05/2013		57.49CR	067442	
	I-275959	NORTHEAST AUTO PARTS INC	R	3/05/2013		7.48CR	067442	
	I-276068	NORTHEAST AUTO PARTS INC	R	3/05/2013		59.76CR	067442	
	I-276099	NORTHEAST AUTO PARTS INC	R	3/05/2013		44.82CR	067442	
	I-276100	NORTHEAST AUTO PARTS INC	R	3/05/2013		38.68CR	067442	
	I-276117	NORTHEAST AUTO PARTS INC	R	3/05/2013		120.10CR	067442	
	I-276151	NORTHEAST AUTO PARTS INC	R	3/05/2013		5.57CR	067442	
	I-276154	NORTHEAST AUTO PARTS INC	R	3/05/2013		14.83CR	067442	
	I-276345	NORTHEAST AUTO PARTS INC	R	3/05/2013		80.89CR	067442	
	I-276370	NORTHEAST AUTO PARTS INC	R	3/05/2013		15.82CR	067442	363.00
0194	OLSON TRAILER & BODY LLC							
	I-C07857	OLSON TRAILER & BODY LLC	R	3/05/2013		137.36CR	067443	
	I-C07954	OLSON TRAILER & BODY LLC	R	3/05/2013		147.36CR	067443	284.72
0499	PACK AND SHIP LLC							
	I-201302221972	PACK AND SHIP LLC	R	3/05/2013		17.56CR	067444	17.56
0197	PACKER CITY INTERNATIONAL INC							
	I-1-230520055	PACKER CITY INTERNATIONAL INC	R	3/05/2013		12.59CR	067445	12.59

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0584	PATRICK ZELZER AND ASSOCIATES							
	I-ZEL-2013000860	PATRICK ZELZER AND ASSOCIATES	R	3/05/2013		40.00CR	067446	
	I-ZEL-2013000861	PATRICK ZELZER AND ASSOCIATES	R	3/05/2013		40.00CR	067446	
	I-ZEL-2013000874	PATRICK ZELZER AND ASSOCIATES	R	3/05/2013		50.00CR	067446	130.00
4476	PAUL CONWAY SHIELDS CORP							
	I-321605-IN	PAUL CONWAY SHIELDS CORP	R	3/05/2013		370.50CR	067447	370.50
0525	PETROLEUM EQUIP SERVICE OF WI INC							
	I-92245	PETROLEUM EQUIP SERVICE OF WI	R	3/05/2013		58.50CR	067448	58.50
0208	POMP'S TIRE SERVICE INC							
	I-90006179	POMP'S TIRE SERVICE INC	R	3/05/2013		275.00CR	067449	275.00
1246	PREVEA WORKMED INC							
	I-82996	PREVEA WORKMED INC	R	3/05/2013		209.00CR	067450	209.00
0395	PRO ONE JANITORIAL INC							
	I-81655	PRO ONE JANITORIAL INC	R	3/05/2013		992.18CR	067451	992.18
5393	RICOH USA INC.							
	I-16085360	RICOH USA INC.	R	3/05/2013		2,151.97CR	067452	
	I-5025015181	RICOH USA INC.	R	3/05/2013		249.24CR	067452	2,401.21
0222	RNOW INC							
	I-2013-43359	RNOW INC	R	3/05/2013		28.13CR	067453	
	I-2013-43360	RNOW INC	R	3/05/2013		28.13CR	067453	
	I-2013-43364	RNOW INC	R	3/05/2013		232.15CR	067453	288.41
1890	S I METALS AND SUPPLY							
	I-138830	S I METALS AND SUPPLY	R	3/05/2013		162.00CR	067454	
	I-49306 SALES ORDER	S I METALS AND SUPPLY	R	3/05/2013		315.00CR	067454	477.00
2823	SAFETY FIRST							
	I-22107	SAFETY FIRST	R	3/05/2013		40.39CR	067455	40.39
0248	SHOPKO CO LLC							
	I-201302221973	SHOPKO CO LLC	R	3/05/2013		303.92CR	067456	303.92
1974	SINCLAIR PLUMBING INC.							
	I-12856	SINCLAIR PLUMBING INC.	R	3/05/2013		144.00CR	067457	144.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1394	PETER SMITH I-201302271978	PETER SMITH	R	3/05/2013		60.41CR	067458	60.41
1446	SNAP ON INDUSTRIAL I-ARV18864137	SNAP ON INDUSTRIAL	R	3/05/2013		780.78CR	067459	780.78
4094	STATE BAR OF WISCONSIN I-477230	STATE BAR OF WISCONSIN	R	3/05/2013		61.34CR	067460	61.34
0258	SUPERIOR CHEMICAL CORP I-17665	SUPERIOR CHEMICAL CORP	R	3/05/2013		1,011.60CR	067461	1,011.60
4820	TASER INTERNATIONAL INC I-SI1312156	TASER INTERNATIONAL INC	R	3/05/2013		670.85CR	067462	670.85
0268	TRUCK EQUIPMENT INC I-7592	TRUCK EQUIPMENT INC	R	3/05/2013		581.28CR	067463	581.28
0417	TWEET GAROT MECHANICAL INC I-176733	TWEET GAROT MECHANICAL INC	R	3/05/2013		1,285.40CR	067464	1,285.40
0769	ULTRAMAX CORP I-134305	ULTRAMAX CORP	R	3/05/2013		2,484.00CR	067465	2,484.00
1911	UNITED PARCEL SERVICE INC I-70A6Y6063	UNITED PARCEL SERVICE INC	R	3/05/2013		8.29CR	067466	8.29
0277	VAN'S FIRE & SAFETY INC I-4044280	VAN'S FIRE & SAFETY INC	R	3/05/2013		263.00CR	067467	263.00
3085	VANDERLOOP'S SHOES INC I-CW018875	VANDERLOOP'S SHOES INC	R	3/05/2013		100.00CR	067468	100.00
3606	VISIONS UPHOLSTERY AND CANVAS LLC I-6845	VISIONS UPHOLSTERY AND CANVAS	R	3/05/2013		25.00CR	067469	25.00
0282	WESCO DISTRIBUTION INC I-179762	WESCO DISTRIBUTION INC	R	3/05/2013		207.57CR	067470	207.57
4842	WEST PAYMENT CENTER CORP I-826646946	WEST PAYMENT CENTER CORP	R	3/05/2013		361.60CR	067471	361.60

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1199	WI CHIEFS OF POLICE ASSOCIATION INC							
	I-201302221974	WI CHIEFS OF POLICE ASSOCIATIO	R	3/05/2013		65.00CR	067472	
	I-201302221975	WI CHIEFS OF POLICE ASSOCIATIO	R	3/05/2013		65.00CR	067472	130.00
6656	ZENITH TECH INC.							
	I-504118 (5)	ZENITH TECH INC.	R	3/05/2013		97,500.00CR	067473	97,500.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	81	0.00	168,354.92	168,354.92
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	81	0.00	168,354.92	168,354.92

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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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	3/2013	31,628.36CR
201	3/2013	70.40CR
207	3/2013	6.50CR
235	3/2013	97,500.00CR
301	3/2013	15,781.55CR
601	3/2013	21,867.05CR
650	3/2013	1,501.06CR
=====		
ALL		168,354.92CR

CITY OF DE PERE - March 5, 2013

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses for the 2012-2014 Licensing Period					
1	ELLSWORTH, CHARITY A.	533 BADER ST.	GREEN BAY	WI	54302
TEMPORARY OPERATOR LICENSE APPLICATIONS					
1	GIBSON, DAVID E.	703 E. MISSION RD.	GREEN BAY	WI	54301
2	JENSEN, WILLIAM E.	332 DESPLAINE RD.	DE PERE	WI	54115
3	VANDER BLOOMEN, BRYAN M.	2392 DAYTONA SPEEDWAY, #4	DE PERE	WI	54115
Operator Licenses for the 2012-2014 Licensing Period					
1	CASTRO, KRISTEN L.	419 LILAC LN.	DE PERE	WI	54115
2	GARSOW, RAINA K.	1246 E. MASON ST., APT. 1	GREEN BAY	WI	54301
3	KITSON, MICHAEL J.	1680 WEST MAIN CIRCLE, APT. 97	DE PERE	WI	54115
4	KRAFT, JENNI A.	1189 CORAL ST.	DE PERE	WI	54115
5	MC NITT, BARBARA J.	1242 PERSHING RD.	DE PERE	WI	54115
6	SCHMIDT, SAMANTHA M.	2812 VIKING DR., APT. 2C	GREEN BAY	WI	54304
7	WEAVER, KATIE L.	2544 SHAWANO AVE., APT. 5	GREEN BAY	WI	54313