



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Agenda

Tuesday, March 1, 2016

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **March 1, 2016** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

This meeting can be viewed LIVE on TW Cable Channel 4; AT&T U-verse Channel 99; www.depere.tv. This meeting is also rebroadcast on TV throughout the week and available on demand at www.depere.tv.

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the February 17, 2016 Common Council Meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Recommendation from the Board of Park Commissioners to accept \$500 Donation from De Pere Optimist Club.*
6. Recommendation from the Board of Park Commissioners to accept \$500 Donation from De Pere Optimist Club for Easter Egg Hunt.*
7. Recommendation from the Board of Park Commissioners to approve donation for Big Rig Gig Event in May.*
8. Resolution #16-24, Authorizing Agreement Between the City of De Pere and KCS Inc. Regarding the Sale and Purchase of Certain Property and Regarding the Vacation of a Portion of Richco Road.
9. Resolution #16-25, Authorizing Facility Cooperation Agreement Between the City of De Pere and the School District of West De Pere.
10. Resolution #16-26, Authorizing Castle Art & Import Independent Contractor Agreement (Henna Art Instruction).
11. Resolution #6-27, Authorizing Wisconsin Parkour LLC Independent Contractor Agreement (Outdoor Fitness Programming).
12. Resolution #16-28, Terminating Restrictive Covenant (Nicolet Square Parking Mall).
13. Appointment and re-appointment to Board and Commission by Mayor Walsh.
14. Voucher Approval.
15. Operator License Applications.
16. Future agenda items.
17. Adjournment.

Lawrence M. Delo

City Administrator

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

Agenda Sent To:

Alderspersons

Mayor

City Administrator

Department Heads

TV, Newspaper & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Michael Hale, De Pere Optimist

Ryan Krumrie

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

MEETING DATE: March 1, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the February 17, 2016 Common Council Meeting.

ATTACHMENTS:

- 2-17-2016 Common Council Minutes (DOC)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Wednesday, February 17, 2016

7:30 PM

De Pere City Hall Council Chambers

1. Call to order: The Common Council Meeting was called to order on February 17, 2016 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

2. Pledge of Allegiance to the Flag.

Mayor Walsh introduced Eli Hermans and Mark Olsen of Boy Scout Troop 1043 of Foxview Intermediate School, present for their Communications Badge, and invited them to lead the Pledge of Allegiance for the Council Meeting.

3. Approval of the Minutes of the February 2, 2016 Common Council Minutes.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Aldersperson
SECONDER:	Lisa Rafferty, Aldersperson
AYES:	Bauer, Boyd, Crevier, Donovan, Lueck, Rafferty
EXCUSED:	Jim Kneiszel, Dean Raasch

4. A Public Hearing on a Conditional Use to allow student housing at 103 Grant Street.

A. Notice of Public Hearing.

Clerk-Treasurer Shana Ledvina announced that the Public Hearing was published in the Green Bay Press Gazette on February 6, 2016.

B. Recommendation from the Plan Commission.

Economic Development and Planning Director Kim Flom explained that the priory at St. Norbert College will be converted to student housing, but will not increase student housing or parking on campus because two existing dormitories will be removed as housing. The Plan Commission recommended approval.

C. Resolution #16-13. Authorizing and Approving a Conditional Use Permit (Part of Parcel WD-697).

Mayor Walsh declared the public hearing open; no one wished to speak and the Mayor declared the public hearing closed and entertained a motion. Aldersperson Crevier stated that he will abstain from voting.

RESULT:	ADOPTED [5 TO 0]
MOVER:	James Boyd, Alderperson
SECONDER:	Michael Donovan, Alderperson
AYES:	Bauer, Boyd, Donovan, Lueck, Rafferty
ABSTAIN:	Scott Crevier
EXCUSED:	Jim Kneiszel, Dean Raasch

5. Public comment upon matters not on the agenda or other comments. None.
6. Presentation of Proclamation by Mayor Walsh Proclaiming Angel Hon, Hayden Hoffman and Megan Kuehl "De Pere Hometown Heroes".

Mayor Walsh asked the three hometown heroes, Angel Hon, Hayden Hoffman, and Megan Kuehl to come forward. He read the proclamation, which honored the three heroes for saving the life of a student athlete in cardiac arrest. Chief Ruben invited Steven, the student athlete, up to the front, who thanked the three for saving him.
7. Recommendation from the Finance & Personnel Committee to award the Fire Station #2 Renovation contract to RJM Construction, LLC in the amount of \$261,950.

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

8. Recommendation from the Board of Public Works to Award the Contract for Project 16-04A Utility & Pond Construction to Kruczek Construction Incorporated in the Amount of \$986,986.86

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

9. Recommendation from the Board of Public Works to Award the Contract for Project 16-04B Concrete Street Construction/Reconstruction to Relyco, Inc. In the Amount of \$1,646,773.23

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

10. Recommendation from the Board of Public Works to Award the Contract for Project 16-06 2016 Concrete Pavement Patching to Sommers Construction Company, Inc. in the Amount of \$311,899.50.

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

11. Recommendation from the Board of Public Works to Award the Contract for Project 16-09 Pond and Drainage System Construction to Kruczek Construction Incorporated in the Amount of \$573,573.73.

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

12. Recommendation from the Board of Public Works to Award the Contract for Project 16-16 Southbridge Road Wing Wall Repair to Highway Landscapers, Inc. in the Amount of \$54,452.00.

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

13. Resolution #16-14, Disallowance of Claim (Dave and Michelle DeLeeuw).
Alderperson Lueck abstained from voting.

RESULT: ADOPTED [5 TO 0]
MOVER: Kevin Bauer, Alderperson
SECONDER: James Boyd, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Rafferty
ABSTAIN: Larry Lueck
EXCUSED: Jim Kneiszel, Dean Raasch

14. Resolution #16-15, Disallowance of Claim (Tara and Joseph Silbernagel).
Alderperson Lueck abstained from voting.

RESULT: ADOPTED [5 TO 0]
MOVER: Kevin Bauer, Alderperson
SECONDER: Scott Crevier, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Rafferty
ABSTAIN: Larry Lueck
EXCUSED: Jim Kneiszel, Dean Raasch

15. Resolution #16-16, Authorizing Agreement for Consulting Services Between the City of De Pere and Hanging Gardens LLC (Green Roof Design).

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

16. Resolution #16-17, Authorizing Agreement for Contractor Services Between the City of De Pere and Excel Underground, LLC (Utility Locating Services).

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

17. Resolution #16-18, Authorizing Amendment to Agreement Regarding the Sale and Purchase of Certain Property Between the City of De Pere and JDL3 Properties, LLC.

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

18. Resolution #16-19, Authorizing Third Amendment to Agreement Regarding Option to Purchase Certain Property Between the City of De Pere and Karman Development, LLP.

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

19. Resolution #16-20, Authorizing Agreement for Consultant Services Between the City of De Pere and Springsted, Incorporated (Tax Increment Financing District #7 Amendment No. 2).

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

20. Resolution #16-21, Ratifying Additional Soil Sampling and Analysis and Phase I Environmental Analysis Agreement with AECOM Technical Services, Inc. (AECOM).

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

21. Resolution #16-22, Authorizing City of De Pere and Associated Bank N.A., Green Bay Escrow Agreement to Assure Distribution of Expended Funds (Tax Increment Financing District #6).

City Attorney Judy Schmidt Lehman explained that the resolution was revised because they City had yet to receive the agreement from Associated. Once received, City Attorney Judy Schmidt Lehman and Finance Director Joe Zegers will ratify the contract.

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

22. Southern Bridge Project Update.

Cole Runge from Brown County Planning came forward to give an update on the Southern Bridge and review the timeline for 2016. The intention is to complete the full interstate access report and environmental impact statement by 2018 and to begin construction in 2019. Based on the amount of time it will take to design and build the first phase and to do the same for remaining phases, his estimate for a finished bridge is 2029. Discussion followed regarding the difficulty in planning for future projects when the location for the bridge has yet to be determined. Cole Runge assured the Council that the City should not turn down developments because of this project. Mayor Walsh explained that the coalition is comprised of surrounding municipalities and other interested parties and that they plan to do everything in their power to get this done as soon as possible. He also encouraged everyone to contact their state representatives. Discussion followed. Alderperson Donovan moved, seconded by Alderperson Crevier to open the meeting. Upon vote, motion carried unanimously. John Cordry came forward as a property owner and expressed his frustration in the lack of a decision on the location; explained that it makes it impossible to develop any land in the potential bridge location areas. Alderperson Donovan moved, seconded by Alderperson Crevier to close the meeting. Upon vote, motion carried unanimously. Discussion followed. Cole Runge stated he is happy to discuss the project with constituents or anyone else who may have questions.

23. Appointments to boards and commissions by Mayor Walsh.

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

24. Voucher Approval.

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

25. Operator License Applications.

CITY OF DE PERE -February 17, 2016					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	SADOWSKI, MORGAN L.	1510 ST. AGNES DR.	GREEN BAY	WI	54304
New Operator License Applications for the 2014-2016 Licensing Period					
1	BEGGS, SARAH L.	124 STEWART ST.	CLINTONVILLE	WI	54929
2	CAVAZOS, JULIA M.	655 TRUMPETER TRL., #7	DE PERE	WI	54115
3	ROBINSON, HEATHER R.	1269 VANDERBRAAK ST.	GREEN BAY	WI	54302
4	SEDOVIC, JAMES R.	308 LIBAL ST.	DE PERE	WI	54115
5	NAPIER JR., ROGER A.	1975 SCHEURING RD.	DE PERE	WI	54115
6	WILSON, KATHRYN G.	1639 SWAN RD., #6	DE PERE	WI	54115
7	ZAUCHA, ALISSA J.	3931 TOWNLINE RD.	WISCONSIN RAPIDS	WI	54494

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

Alderperson Bauer moved, seconded by Alderperson Boyd to approve Operator License Applications #1-3 and 6-7 and to table Operator License Applications #4, 5. Upon vote, motion carried unanimously.

26. Future Agenda Items.

27. Resolution #16-23, Ratifying Contract with the De Pere Police Benevolent Association.

At 8:38, the Mayor read the closed session language and explained that a closed session is not necessary, but available if the City Council would like to use it. Council approved the resolution without going into closed session.

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

28. Adjournment.

Alderperson Boyd moved, seconded by Alderperson Bauer to adjourn the meeting at 8:39 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 1, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to accept \$500 Donation from De Pere Optimist Club.*

The Board of Park Commissioner's is recommending approval for the De Pere Community Center to accept a donation of \$500 from the De Pere Optimist Club towards t-shirts for our Summer Day Camp. This is the 8th year the De Pere Optimists have sponsored our t-shirts.

The Optimist Club would be recognized as a sponsor of our t-shirts with their logo on the back of the shirts.

Thank you for your time and consideration.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 1, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to accept \$500 Donation from De Pere Optimist Club for Easter Egg Hunt.*

The De Pere Optimist Club would like to donate \$500 to the Community Center for the Easter Egg Hunt, which is a special event open to children ages 2-9 and is scheduled for Saturday, March 26, 2016. Like past years, the De Pere Optimist Club has co-sponsored this event by providing staff and a monetary donation to help cover some of the costs of candy, prizes and craft supplies.

In past years this event cost approximately \$600 - \$700 to run. We are anticipating costs to be in that same range for this year. The donation from the De Pere Optimist Club, in addition to the donation from the De Pere Area Men's Club, previously approved, would help cover most of the costs associated with this event. The Board of Park Commissioner's recommends to accept the De Pere Optimist Club's donation of \$500 to the Easter Egg Hunt.

Thank you for your time and consideration.

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

MEETING DATE: March 1, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to approve donation for Big Rig Gig Event in May.*

The De Pere Parks, Recreation and Forestry Department recently received a donation for \$300.00 from JX Peterbilt/JX Enterprises to be used for the Big Rig Gig Event on May 13, 2016. The \$300.00 will be used for promotion of the free event and a radio spot during the Big Rig Gig. JX Peterbilt/JX Enterprises is located in De Pere and sponsored the event last year.

The Board of Park Commissioners recommends to accept the donation of \$300.00 for the Big Rig Gig.

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

MEETING DATE: March 1, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #16-24, Authorizing Agreement Between the City of De Pere and KCS Inc. Regarding the Sale and Purchase of Certain Property and Regarding the Vacation of a Portion of Richco Road.

ATTACHMENTS:

- Reso16-24 (DOCX)
- KCS Inc - Richco Road 2-10-16-135-02-16 (DOCX)
- Exhibit A - KCS.Richco (PDF)
- RichCo Road Memo FP (PDF)

RESOLUTION #16-24

AUTHORIZING AGREEMENT BETWEEN THE CITY OF DE PERE AND KCS INC.
REGARDING THE SALE AND PURCHASE OF CERTAIN PROPERTY AND
REGARDING THE VACATION OF A PORTION OF RICHCO ROAD

WHEREAS, the City is in need of planning for future improvements to Richco Road, including locating a regional storm water facility in the vicinity of Richco Road; and

WHEREAS, KCS Inc. owns real property along unimproved Richco Road, said property having been combined into one parcel by Brown County Land Records as of January 22, 2016, which parcels were formally known as Parcels WD-L178-2, WD-L178-1-1 and WD-L178-1, and which have not been assigned a common parcel number; and

WHEREAS, City is interested in purchasing from KCS Inc. an approximate 2.839 acre parcel for a regional storm water facility; and

WHEREAS, in order to facilitate orderly development along Southbridge Road, City is interested in vacating that portion of Richco Road from Southbridge Road southerly to approximately the mid-point of Parcel WD-L178-2, expecting that such street vacation spurs development along that part of the corridor and increase safety by limiting access to Southbridge Road; and

WHEREAS, Tax Increment Financing District No. 6 (TID #6) will statutorily close no later than December 31, 2020; therefore the City must incur the expenses associated with the storm water facility and improvements to Richco Road at this time to ensure eligibility of expenses under TID #6; and

WHEREAS, entering into this Agreement will promote development of this portion of the Southbridge Business Park and is in the public interest; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk Treasurer are authorized and directed to execute the attached Agreement Between the City of De Pere and KSC Inc. Regarding the Sale and Purchase of Certain Property and Regarding the Vacation of a Portion of Richco Road, subject to such changes as deemed necessary by the City Attorney and Director of Economic Development & Planning.

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 1st day of March, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT BETWEEN THE CITY OF DE PERE AND KCS INC.
REGARDING THE SALE AND PURCHASE OF
CERTAIN PROPERTY AND REGARDING THE
VACATION OF A PORTION OF RICHCO ROAD**

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the City of De Pere, Wisconsin, a municipal corporation (“City”), and KCS Inc., a Wisconsin Corporation (“KCS”).

RECITALS

WHEREAS, the City is in need of planning for future improvements to Richco Road, including locating a regional storm water facility in the vicinity of Richco Road; and

WHEREAS, KCS owns real property along unimproved Richco Road, said property having been combined into one parcel by Brown County Land Records as of January 22, 2016, which parcels were formally known as Parcels WD-L178-2, WD-L178-1-1 and WD-L178-1, and which, as of the date of this Agreement, have not been assigned a common parcel number; and

WHEREAS, City is interested in purchasing from KCS an approximate 2.839 acre parcel as shown on site map attached hereto and incorporated by reference as Exhibit A for a regional storm water facility; and

WHEREAS, in order to facilitate orderly development along Southbridge Road, City is interested in vacating that portion of Richco Road from Southbridge Road southerly to approximately the mid-point of Parcel WD-L178-2, expecting that such street vacation spurs development along that part of the corridor and increase safety by limiting access to Southbridge Road; and

WHEREAS, Tax Increment Financing District No. 6 (TID #6) will statutorily close no later than December 31, 2020; therefore the City must incur the expenses associated with the

storm water facility and improvements to Richco Road at this time to ensure eligibility of expenses under TID #6; and

WHEREAS, entering into this Agreement will promote development of this portion of the Southbridge Business Park and is in the public interest.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned hereby make the following:

AGREEMENT

I. CITY PURCHASE OF PROPERTY FOR STORM WATER FACILITY

A. Purchase. Subject to the Contingencies of Sale set forth below, the City agrees to purchase, and KCS agrees to sell, the approximate 2.929 acre parcel of real property comprised of the following:

1. an approximate 2.839 acre parcel shown and identified on Exhibit A as “Storm Water Parcel”, for storm water management purposes. Such property is legally describes as:

XXXXXX legal description; and

2. an approximate .09 acre parcel shown and identified on Exhibit A as “Cul-de-Sac Right of Way”. The Storm Water Parcel and the Cul-de-Sac Right of Way are collectively referred to as the “Fee Parcels” in this Agreement, which together comprise 2.929 acres.

B. Purchase Price. The purchase price for the Fee Parcels shall be Thirty-Five Thousand Dollars per acre (\$35,000 x 2.929 +/- acres) for an approximate total purchase price of One Hundred Two Thousand Five Hundred Fifteen Dollars (\$102,515).

Sale and Purchase Agreement
KCS Inc.
Page 2 of 11

C. Contingencies of Sale. The following shall constitute contingencies of sale, all of which shall be satisfied or waived in writing by both parties within ninety (90) days of the execution of this Agreement unless such time period is extended by written mutual consent. Notwithstanding anything contained in this Agreement to the contrary, if the City determines, that, (a) the Fee Parcels, or any portion thereof, is not satisfactory to City, or (b) any of the contingencies contained in this Agreement are not satisfied or waived by City, as determined by City; then City shall not be obligated to close on the purchase of the Fee Parcel.

1. **Certified Survey Map of Fee Parcels.** KCS shall, at its own expense, have a certified survey map (“CSM”) of the Fee Parcels prepared by a certified surveyor. The proposed CSM shall be provided to City no later than twenty (20) days following execution of this Agreement and shall be subject to City’s approval prior to recording the same with the Brown County Register of Deeds, which approval shall not be unreasonably withheld.

2. **Access to Fee Parcel Site.** KCS shall permit City to access the Fee Parcels prior to closing to perform such tests and investigation as City deems necessary to confirm the feasibility of the Storm Water Facility project, the environmental condition of the Fee Parcels and the existence of any hazardous substances or materials. City agrees to hold KCS harmless for any and all injury that may occur to City, its officers, officials, agents or employees, occasioned as a result of Developer’s site examination and testing activities as contemplated by this Section. The hold harmless provision of this paragraph is intended to include all costs of defense, including reasonable attorney fees.

3. **Evidence of Title/Title Defects.** KCS shall at its own expense, provide title insurance for the Fee Parcels to be conveyed and shall forward a copy of the commitment of such title insurance to Developer within twenty (20) days following the execution of this Agreement. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming City as the intended insured, written by a title company of City's choosing with an extended coverage and gap endorsement showing title to the Fee Parcels to be marketable and free and clear of all liens and encumbrances. KCS shall, at its cost and expense, satisfy and/or delete all standard title insurance exceptions to such title insurance policy. If City gives KCS notice of any title defects prior to the closing, which are not acceptable to City or if the commitment does not contain the extended coverage endorsement, KCS shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, City may terminate this Agreement or reschedule the closing at its option.

4. **Permits and Approvals.** City shall have obtained all necessary licenses, permits, certifications and approvals (state, federal, county, municipal or otherwise) required in connection with the construction of the Storm Water Facility.

II. KCS PURCHASE OF REVERTED ROADWAY PROPERTY

A. **Purchase.** Subject to the discontinuance of Richco Road as set forth in Section V of this Agreement, KCS agrees to purchase, and City agrees to sell, the approximate .27 acre (11,761 sq. ft.) strip of reverted Richco Road real property shown and identified on Exhibit A as "Reverted Roadway Property", described as follows:

XXXXXX legal description

Sale and Purchase Agreement
KCS Inc.
Page 4 of 11

B. Purchase Price. The purchase price for the Reverted Roadway Property shall be Thirty-Five Thousand Dollars per acre (\$35,000 x .27 +/- acres) for an approximate total purchase price of Nine Thousand Four Hundred Fifty Dollars (\$9,450).

C. Representations and Warranties. City makes no warranties or representations concerning such property whatsoever and the condition of the property is “as is-where is”.

D. Quit Claim Deed. City and KCS agree that, upon recording the Quit Claim Deed to the Reverted Roadway Property, Parcel WD-L179-5, owned by KCS, shall be combined with Parcels WD-L178-1, WD-L178-1-1 and WD-L178-2 and the Quit Claim Deed for the Reverted Roadway Property shall so require such combination.

III. CLOSING PROCEDURE

A. Fee Parcels. Closing on the transfer of the Fee Parcels shall take place no more than thirty (30) days after the satisfaction or waiver of all contingencies. The closing shall take place at the Office of the De Pere City Attorney, 2d Floor, City Hall, 335 S. Broadway Street, De Pere, WI unless the parties otherwise agree in writing.

1. **Closing Costs.** KCS shall pay all closing costs usually and customarily paid by sellers, including the cost of the CSM and title insurance as provided herein, any transfer fee due upon the transfer of the Fee Parcels, prorated real estate taxes attributable to the Fee Parcels based upon the prior years’ taxes, prorated storm water management assessments attributable to the Fee Parcels based upon the prior years’ assessment, recording fees for any satisfactions of mortgage necessary for the Fee Parcels, and like costs and fees. City shall pay for fees to record the Warranty Deed.

2. **Title.** KCS shall convey clear title to City by good and sufficient Warranty Deed as of the date of closing, free and clear of liens and encumbrances except the following:

- a. Municipal and zoning ordinances providing the same do not restrict or interfere with the intended use of the property
- b. Easements of record provided the same do not restrict or interfere with the intended use of the property and are located only along the perimeter of the property.

B. Reverted Roadway Property. Closing on the Reverted Roadway Property shall take place within thirty (30) days of passage of final Resolution Authorizing Discontinuance of the Richco Road Right of Way.

1. **Closing Costs.** City shall pay all closing costs usually and customarily paid by sellers, including the cost of any transfer fee due upon the transfer of the Reverted Roadway Property. KCS shall pay for fees to record the Quit Claim Deed. City shall not provide title insurance for this transfer.

2. **Title.** City shall quit claim all title and interest it may have in the Reverted Roadway Property, provided the same is discontinued under Section V herein. Further, the deed shall require that the Reverted Roadway Property be attached to and combined therewith upon recording.

IV. ENVIRONMENTAL WARRANTIES AND INDEMNITIES

A. Environmental Condition of Fee Parcels. KCS warrants and represents as follows:

1. **Past Use of Property.** To the best of its knowledge, no portion of the Fee Parcels have ever been used:

(a) In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of the United States pursuant to Wisconsin Statutes, or 33 U.S.C. 1241, et. seq.

(b) For treatment, collection, storage, or disposal of any refuse, objectionable waste, or material in a manner inconsistent with regulations issued by the Wisconsin Department of Natural Resources pursuant to Wisconsin Statutes, or requiring a permit thereunder.

(c) For the generation, transport, treatment, storage, or disposal of any hazardous waste subject to regulation under Wisconsin Statutes, or 42 U.S.C. 6901, et. seq.

(d) For the manufacture, processing, distribution in commerce, use, or disposal of any toxic substance, including, particularly, PCB's and asbestos, subject to regulations under 15 U.S.C. 2601, et. seq.

(e) For any underground storage tanks subject to regulation under Wis. Admin. Code Chapter ILHR 10.

(f) For any injection well, dry well, or similar facility subject to regulation pursuant to Wisconsin Statutes, or 42 U.S.C. 300H, et. seq.

(g) As a sanitary landfill or open dump within the meaning of Chapter 144, Wis. Stats., and NR 500, Wis. Adm. Code or 52 U.S.C. 6941, et. seq.

2. **Release of Hazardous Substances.** To the best of its knowledge as to prior ownership, and KCS warrants and represents during its ownership, there is no current, nor has there been any past release or substantial threat of release of a hazardous substance, pollutant, or contaminant from or onto the Fee Parcels subject to regulations pursuant to Wisconsin Statutes, or 42 U.S.C. 9601, et. seq., or subject to any action that may make the buyer liable in tort under common law, public, or private nuisance action.

3. **Threatened or Pending Environmental Litigation.** No portion of the Fee Parcels are the subject of threatened or pending investigation or lawsuit or

administrative action by any person, forum, governmental body or any entity relating to or arising from any manner of circumstances subject to regulation pursuant to any statute, ordinances, or regulations.

4. **Compliance with Federal, State, or Local Environmental Laws.** The current uses of the Fee Parcels are fully in compliance with all federal, state, county, and municipal laws and regulations.

5. **Flood Plain and Wetlands.** KCS has not and KCS is not required to under this Agreement, undertake a wetland delineation study for the Fee Parcels.

B. **Provisions to Survive Closing.** The representation provisions of this section shall survive the closing of this transaction.

V. VACATION OF A PORTION OF RICHCO ROAD

City shall take all steps necessary to initiate, and prosecute, pursuant to Wis. Stats §66.1003, the discontinuance of that part of Richco Road northeasterly of the future cul-de-sac as shown and identified on Exhibit A (the “Richco Right of Way”) . City shall provide a legal description and Plat of Survey for the area to be discontinued. Nothing herein shall be read to require the Common Council to approve such discontinuance, the parties agreeing and acknowledging that the same is a discretionary action of the Common Council. The parties contemplate that, if the Richco Right of Way is discontinued, the property will be equally divided among the parties upon reversion as provided under Wis. Stats. §66.1005. If the property shall revert in any different manner, the parties agree to work cooperatively to effectuate an equal division on the right of way between the parties.

VI. MISCELLANEOUS

A. Contractual Interpretation. The paragraphs headed by Roman Numerals in this contract are referred to as Sections and are intended to include, as categories thereunder, lettered paragraphs. The lettered paragraphs of this agreement are to be referred to as paragraphs and the numbered paragraphs, subparagraphs. The Section, paragraph, and subparagraph headings of this agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.

B. Notices. Unless otherwise specifically addressed in this agreement, all notices required by this agreement must be in writing. All notices of breach or termination as required in this agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this contract may be sent by regular mail. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark.

1. If to KCS Inc.:

K C Stock
1200 Centennial Blvd. Suite 400
Oneida, WI 54115

2. If to City:

City of De Pere
City Clerk-Treasurer
335 South Broadway St.
De Pere, WI 54115

With a copy to:

City of De Pere
City Administrator
335 South Broadway St.
De Pere, WI 54115

Sale and Purchase Agreement
KCS Inc.
Page 9 of 11

C. Law Governing. This agreement shall be construed in accordance with the laws of the State of Wisconsin.

D. Assignment. Neither party shall have the right to assign this Agreement or any rights or obligations thereunder without first having obtained the written consent of the other party.

E. Entire Agreement. This agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed
as of the date and year first written above.

KCS INC.

By: _____

Signature _____

Print Name: _____

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____ day of
_____, 2016, the above named
_____, known as the
person who executed the foregoing instrument
and acknowledge the same.

Notary Public: _____

My Commission expires: _____

CITY OF DE PERE

By: _____

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____ day of
_____, 2016, the above named Michael
J. Walsh, Mayor, and Shana D. Ledvina, Clerk-
Treasurer, known as the person(s) who
executed the foregoing instrument and
acknowledge the same.

Notary Public: _____

My Commission expires: _____

Drafted by: Judith Schmidt-Lehman

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Legend

Storm Water Parcel

 2.839 Acres (123,655 SF)

Reverted Roadway Property

 0.27 Acres (11,656 SF)

Cul De Sac Right Of Way

 0.09 Acres (4073 SF)

Richco Road to be Discontinued

 Richco Road to be Discontinued

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. 2/10/16 Administration/Administrator/Stock_Richco/V2

City of De Pere MEMORANDUM



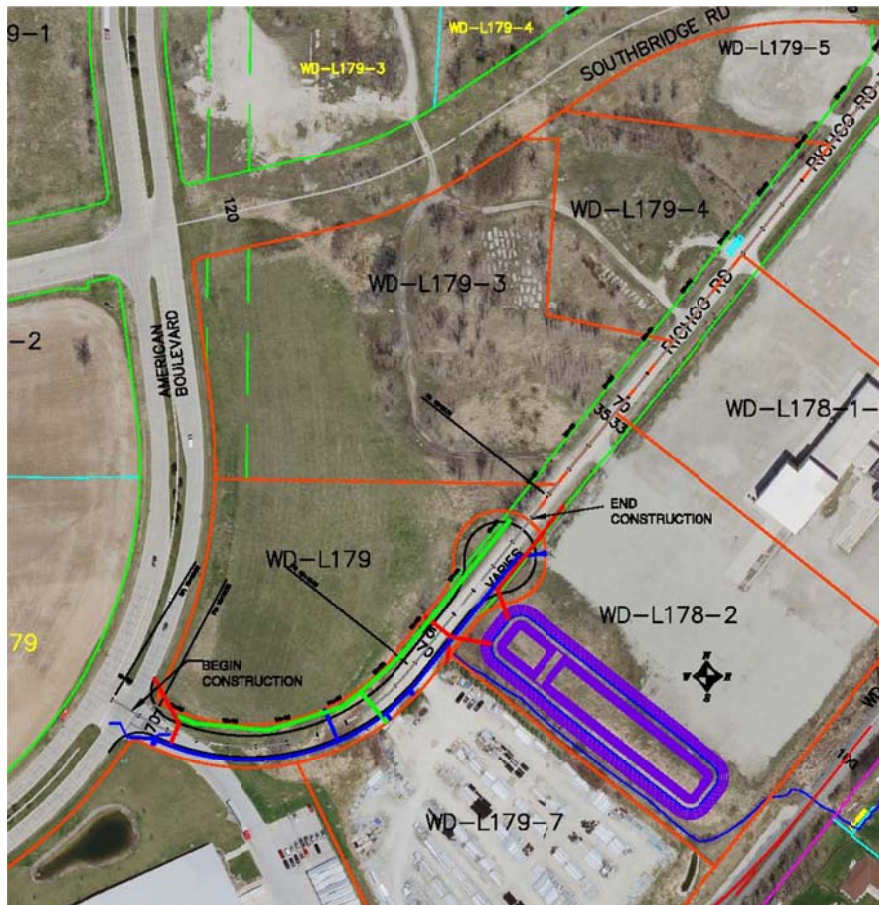
To: Finance & Personnel Committee
 From: Kimberly Flom, Economic Development & Planning Director
 Date: February 4, 2016

RE: **Richco Road – Street and Infrastructure Improvements**

PROJECT SUMMARY

Richco Road is located in TID #6 in the West Industrial Park. This gravel road provides a connection between Red Maple Road and American Boulevard, but is not improved with utilities. Because we are in the last year of expenditures for TID #6, a number of infrastructure projects are planned in order to utilize available increment. These projects include new road connections, stormwater facilities and existing road improvements.

Richco Road is planned to be rebuilt as a cul de sac street off of American Boulevard. The construction of this project provides nearby parcels with utility access and regional stormwater retention, and also eliminates a Richco Road access to Red Maple Road. Eliminating this street access prepares the City for the Southern Bridge project.



Attachment: RichCo Road Memo FP (4441 : Resolution #16-24, Authorizing Agreement Between the City of De Pere and KCS Inc.)

The City has been working with the Kenneth C. Stock (KC Stock) who owns three parcels currently served by Richco Road. He has combined the parcels in order to make the new road configuration possible. The City also seeks to acquire some land from Mr. Stock in order to construct the regional detention facility in the best geographic location. Mr. Stock has expressed interest in acquiring additional Richco Road right of way to facilitate future development potential of his property.

The below bullet points outline proposed terms with KC Stock for this project.

- o The City will first complete due diligence on the land preferred for the stormwater facility. The due diligence will include a Phase I Environmental report and limited soil sampling. The results of these tests will determine if further work is required or if the detention pond needs to be relocated.
- o The City will purchase the detention pond property from Mr. Stock at a price of \$35,000/acre (4.073 acres = \$142,555), which is consistent with the asking price for municipally owned land in this area.
- o The City will sell Mr. Stock the requested Richco Road former right of way for \$35,000/acre (.27 acres = \$9,450).
- o Mr. Stock must combine parcel WD-L179-5 and Richco Road property adjacent to Red Maple Road with existing property to create a contiguous parcel. The right of way needed in order to do this will be dedicated to him because he owns the land on either side of Richco Road in this location.

RECOMMENDATION

Approve the above terms and project concept and authorize staff to work with the property owner to draft a Developer's Agreement.

Attachments

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



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

MEETING DATE: March 1, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #16-25, Authorizing Facility Cooperation Agreement
Between the City of De Pere and the School District of West De Pere.

Staff is requesting approval to enter into an agreement with the West De Pere School District for cooperative use of facilities for the upcoming summer and 2016-2017 school year. School district staff have been very cooperative this past year in accommodating our requests and have already given approval to utilize facilities for this summer and the upcoming school year.

Thank you for your time and consideration.

ATTACHMENTS:

- Reso16-25 (DOCX)
- WDP Cooperation Agreement 2-16-133-001-09 (DOCX)

RESOLUTION #16-25

AUTHORIZING FACILITY COOPERATION AGREEMENT BETWEEN
THE CITY OF DE PERE AND THE SCHOOL DISTRICT OF WEST DE PERE

WHEREAS, the City and School District of West De Pere are parties to a Facility Cooperation Agreement concerning shared facilities and services; and

WHEREAS, the cooperative exchange of facilities and services between the parties has proven beneficial for both parties and promotes the public interest in the effective and efficient use of limited public resources; and

WHEREAS, the City and School District of West De Pere wish to continue cooperating in providing services to the public under the terms and conditions of the Facility Cooperation Agreement as is attached hereto; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk Treasurer are authorized and directed to execute the attached Facility Cooperation Agreement Between the City of De Pere and School District of West De Pere, together with subsequent renewals as may be required, provided the terms and conditions are substantively similar and sufficient funds have been budgeted therefor.

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 1st day of March, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso16-25 (4435 : Resolution #16-25, West De Pere Facilities Use Agreement)

**FACILITY COOPERATION AGREEMENT BETWEEN
THE CITY OF DE PERE AND
SCHOOL DISTRICT OF WEST DE PERE**

THIS AGREEMENT is entered into this ____ day of _____, 2016, by and between the City of De Pere, a municipal corporation (“City”) and the School District of West De Pere, a common school district (“School District”).

WHEREAS, the City and School District are parties to previous Agreements concerning sharing of facilities and services, that, over time, have become out of date and in need of revision; and

WHEREAS, the cooperative exchange of facilities and services between the parties has proven beneficial for both parties and promotes the public interest in the effective and efficient use of limited public resources; and

WHEREAS, the City and School District wish to continue cooperating in providing services to the public under the terms and conditions provided herein.

NOW THEREFORE, upon the promises and covenants contained herein and upon such other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following.

**I
FACILITIES**

- A. **City Facilities.** The City agrees to allow the School District to use the following City facilities:

VFW Tennis Courts – to be used during the months of April- May, and August-September.

Southwest Park – to be used during the months of September – October.

Community Center – to be used during the months of April – May.

- B. **School District Facilities.** The School District agrees to allow the City to use the following School District facilities:

1. **High School.**

- (a) The School District shall allow the City to use the field house on Wednesday evenings from October through March for the City’s Adult Basketball league. City shall provide the School District with its league schedule as soon as possible in advance of the league season.
- (b) The School District shall allow the City to use the multi-purpose gym on Wednesday evenings from September through April for adult fitness classes. City shall provide the School District with its adult fitness class schedule as soon as possible in advance of the start of the program.

- (c) The School District shall allow the City to use the Auditorium and the multi-purpose gym on two (2) evenings (preferably consecutive evenings) in late February or early March for the dance recital. City shall provide the School District with schedule once the Dance season has been set.

2. Westwood Elementary.

- (a) The School District shall allow the City to use the gymnasium on Wednesday evenings from December through March for the City's Youth Recreation Nights. City shall provide the School District with its Youth Recreation Night schedule as soon as possible in advance of the start of the program.
- (b) The School District shall allow the City to use the green space/fields Saturday mornings from September through October for the City Flag Football program. City shall provide the School District with its Flag Football schedule as soon as possible in advance of the start of the program.
- (c) The School District shall allow the use of multi-purpose room or gymnasium for periodic camps, clinics or classes from mid-June through mid-August.

- 3. Hemlock Creek Elementary. The School District shall allow the City to use the gymnasium, dressing rooms, part of the commons, sound system and projector with screen on two consecutive evenings (preferably a Thursday & Friday) at the end of February or beginning of March for the Pom & Twirl rehearsal and recital. City shall provide the School District with its recital schedule as soon as possible in advance of the start of the program.

II

TERMS AND CONDITIONS OF USE

- A. The City and School District each waive the imposition of facility rental charges or other user fees upon the other for use of the facilities described herein.
- B. The City and School District agree to reimburse the other party for all janitorial and other staffing costs associated with their use of the other's described facilities, when janitorial or other staff are called in exclusively to accommodate the program or function. The City or School District shall invoice the other after each applicable use. Each party shall, in advance, request, in writing, the facilities requested and applicable schedule for their usage.
- C. Each party agrees to give each other's programs priority use of the above facilities provided the program needs of the facility owner are first met.

III MISCELLANEOUS PROVISION

- A. **Fees.** The City and School are allowed to charge program or event fees to the user in order to offset direct program costs.
- B. **Allocation of Risks.**
1. **Insurance.** Each party shall maintain comprehensive general liability insurance and workers compensation insurance for its facilities and for its activities covered by this agreement.
 2. **Hold Harmless.** To the greatest extent permitted by law, each party shall indemnify and hold harmless the other party, its officers, employees and officials, from and against all costs, losses and damages caused by the negligent act(s) of the other party or the other party's officers, employees and agents.
- C. **Term of Agreement.** This Agreement shall remain in full force and effect for a period of one year and may be renewed or amended only upon mutual written consent of the parties.

SCHOOL DISTRICT OF WEST DE PERE

By: _____

Print Name: _____

Title: _____

Print Name: _____

Title: _____

CITY OF DE PERE

By: _____

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

Attachment: WDP Cooperation Agreement 2-16-133-001-09 (4435 : Resolution #16-25, West De Pere Facilities Use Agreement)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 1, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #16-26, Authorizing Castle Art & Import Independent Contractor Agreement (Henna Art Instruction).

The recreation department is currently working on a contract to offer henna classes this coming summer and fall. The class will focus on the beautiful art of henna and participants will learn how to break down a typical henna kit and mix henna to form a great smooth paste for body art application. The attached contract has been initially reviewed by Castle Art and Import and will be forwarded onto our city attorney for review.

The Board of Park Commissioners is recommending to approve proceeding with the contract to be reviewed by our city attorney.

ATTACHMENTS:

- Reso16-26 (DOCX)
- Castle Art & Import (Henna Instruction) 2-16-151-004-16 (DOCX)

RESOLUTION #16-26

AUTHORIZING CASTLE ART & IMPORT LLC
INDEPENDENT CONTRACTOR AGREEMENT
(Henna Art Instruction)

WHEREAS, the City wishes to purchase Henna Art instruction programming for youth and adults; and

WHEREAS, Castle Art & Import LLC has the ability to provide qualified and capable staff to provide such services; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk Treasurer are authorized and directed to execute the attached Castle Art & Import LLC Independent Contractor Agreement (Henna Art Instruction), subject to such changes as deemed necessary by the City Attorney, together with subsequent renewals thereof provided the terms and conditions are substantively similar and sufficient funds have been budgeted therefor.

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 1st day of March, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-26 (4434 : Resolution #16-26, Authorizing Castle Art & Import LLC Agreement)

Castle Art & Import LLC
Independent Contractor Agreement
 (Henna Art Instruction)

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Castle Art & Import LLC, a Wisconsin limited liability corporation ("Contractor").

WHEREAS, the City wishes to purchase Henna Art instruction programming for youth and adults consisting of:

1. Two (2) workshops which will provide instruction and supplies for using the henna kit to make the paste and instruction on how to do a simple design; each participant will receive a medium design from the instructor; and
2. One (1) mini-class which will provide supplies and review paste making, introduce cone rolling practice, dissecting designs, flowers and shading techniques, and discuss craft making; and

WHEREAS, the Contractor has the ability to provide qualified and capable staff to provide such services.

NOW, THEREFORE, in consideration of the above recitations and the mutual covenants, promises and obligations of the parties set forth herein, the receipt and sufficiency of which is acknowledged by each party for itself, the City and the Contractor agree as follows:

1. Term

The term of this Agreement shall be from June 1, 2016 to December 31, 2016 or until service is completed, whichever occurs first.

2. Competency, Timing and Cooperation

The Contractor agrees to provide fully qualified instructors for the henna programming services described above, and shall commence, carry on and complete its obligation under this Agreement with all deliberate speed and in an economical and efficient manner in accordance with this Agreement and all applicable laws.

3. Compensation

City shall pay the Contractor an amount equal to 70% of all registration fees collected for the programming offered. City shall pay the Contractor in full when they have fulfilled their obligations including make-up classes for any cancelled classes.

4. Compliance with Laws and Indemnification

In conducting its activities under this Agreement, Contractor shall:

- a. provide only fully qualified individuals to conduct all programming activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances (including nondiscrimination laws);
- b. secure all appropriate necessary public or private permits and consents;

- c. obtain and maintain all appropriate liability insurance for injury to any person or property arising from its activities relating to this Agreement. Contractor shall provide the City with a Certificate of Liability Insurance in an amount of not less than \$2,000,000 per occurrence naming the City as an additional insured thereunder, and shall provide City with the additional insured endorsement. Such liability insurance shall provide City with not less than 30 days' notice of cancelation; and
- d. to the fullest extent permitted by law, indemnify and hold harmless the City, its officers, officials, employees and agents from and any and all claims or demands for loss of or damage to property or for injury or death to any person from any cause whatsoever (including, but not limited to all fees and charges of attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Contractor or Contractor's officers, directors, partners, employees, agents or contractors in the performance and furnishing of Contractor's services under this Agreement.

5. Confidentiality

The Contractor acknowledges that the City maintains participation records that may be protected as confidential under local, state, or federal law or ordinance and agrees to protect and maintain the confidentiality thereof.

Contractor further acknowledges that, as the Contractor 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. Contractor agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Contractor 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. City shall reimburse Contractor for its reasonable costs incurred in complying with this paragraph. Contractor also agrees to indemnify the City from all costs City incurs should Contractor fail to comply with these requirements.

6. Termination and Notice

Either party may terminate the Agreement for cause upon 20 days written notice mailed by first class mail, postage paid to the other party as follows:

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: Recreation Superintendent
600 Grant Street
De Pere, WI 54115

If to Contractor:

Castle Art & Import LLC
 Attention: Amy Wilde
 1418 South Clay Street
 Green Bay, WI 54301

7. Independent Contractor

Contractor agrees that it is an independent contractor and not an employee of the City for purposes of the services rendered herein. Contractor shall secure at its own expense all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the City nor shall they have or be deemed to have any direct contractual relationships with the City.

8. No Assignment/Entirety of Agreement/Severability

Contractor may not assign this Agreement, in whole or in part, to any other individual or organization without the written consent of City. This Agreement contains the entire Agreement between the parties and supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. If any provision of this Agreement is held invalid, illegal or unenforceable by any court of final jurisdiction, all other provisions of this Agreement be interpreted to remain valid, enforceable, and binding on the parties.

9. Authority

By signing below, the person hereby represents they have the authority to sign this Agreement and bind the respective party to the terms and conditions contained herein.

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

CASTLE ART & IMPORT LLC

By:

CITY OF DE PERE

By:

Print Name: _____

Title: _____

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

H:\dupont\Agreements\2016\Castle Art & Import (Henna Instruction) 2-16-151-004-16.docx

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 1, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #6-27, Authorizing Wisconsin Parkour LLC Independent Contractor Agreement (Outdoor Fitness Programming).

The recreation department is currently working on a contract to offer parkour classes this coming summer and fall. We have offered parkour in the past however our instructor has recently become certified and employed through Wisconsin Parkour LLC. Thus they would like to continue to offer classes with our department but through a contractual basis. The attached contract has been initially reviewed by Wisconsin Parkour LLC and will be forwarded onto our city attorney for review.

Recommendation: We are recommending the park board approve proceeding with the contract to be reviewed by our city attorney.

ATTACHMENTS:

- Reso16-27 (DOCX)
- Wisconsin Parkour (Outdoor Fitness) 2-16-151-003-16 (DOCX)

RESOLUTION #16-27

AUTHORIZING WISCONSIN PARKOUR LLC
INDEPENDENT CONTRACTOR AGREEMENT
(Outdoor Fitness Programing)

WHEREAS, the City wishes to purchase Parkour fitness programming for youth and adults; and

WHEREAS, Wisconsin Parkour LLC has the ability to provide qualified and capable staff to provide such services; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk Treasurer are authorized and directed to execute the attached Wisconsin Parkour LLC Independent Contractor Agreement (Outdoor Fitness Programming), subject to such changes as deemed necessary by the City Attorney, together with subsequent renewals thereof provided the terms and conditions are substantively similar and sufficient funds have been budgeted therefor.

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 1st day of March, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-27 (4433 : Resolution #16-27, Authorizing Wisconsin Parkour LLC Agreement)

Wisconsin Parkour LLC
Independent Contractor Agreement
 (Outdoor Fitness Programming)

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Wisconsin Parkour LLC, a Wisconsin limited liability corporation ("Contractor").

WHEREAS, the City wishes to purchase Parkour fitness programming for youth and adults, which will encourage participants to run faster, jump farther, climb higher and use their creativity to use the location and environment around them as the training ground; and

WHEREAS, the Contractor has the ability to provide qualified and capable staff to provide such services.

NOW, THEREFORE, in consideration of the above recitations and the mutual covenants, promises and obligations of the parties set forth herein, the receipt and sufficiency of which is acknowledged by each party for itself, the City and the Contractor agree as follows:

1. Term

The term of this Agreement shall be from June 1, 2016 to December 31, 2016 or until service is completed, whichever occurs first.

2. Competency, Timing and Cooperation

The Contractor agrees to provide fully qualified instructors for the fitness programming services described above, and shall commence, carry on and complete its obligation under this Agreement with all deliberate speed and in an economical and efficient manner in accordance with this Agreement and all applicable laws.

3. Compensation

City shall pay the Contractor an amount equal to 70% of all registration fees collected for the programming offered. City shall pay the Contractor in full when they have fulfilled their obligations including make-up classes for any cancelled classes.

4. Compliance with Laws and Indemnification

In conducting its activities under this Agreement, Contractor shall:

- a. provide only fully qualified individuals to conduct all programming activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances (including nondiscrimination laws);
- b. secure all appropriate necessary public or private permits and consents;
- c. obtain and maintain all appropriate liability insurance for injury to any person or property arising from its activities relating to this Agreement. Contractor shall provide the City with a Certificate of Liability Insurance in an amount of not less than \$2,000,000 per occurrence naming the City as an additional insured thereunder, and shall provide City with the additional insured endorsement. Such

liability insurance shall provide City with not less than 30 days' notice of cancelation; and

- d. to the fullest extent permitted by law, indemnify and hold harmless the City, its officers, officials, employees and agents from and any and all claims or demands for loss of or damage to property or for injury or death to any person from any cause whatsoever (including, but not limited to all fees and charges of attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Contractor or Contractor's officers, directors, partners, employees, agents or contractors in the performance and furnishing of Contractor's services under this Agreement.

5. Confidentiality

The Contractor acknowledges that the City maintains participation records that may be protected as confidential under local, state, or federal law or ordinance and agrees to protect and maintain the confidentiality thereof.

Contractor further acknowledges that, as the Contractor 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. Contractor agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Contractor 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. City shall reimburse Contractor for its reasonable costs incurred in complying with this paragraph. Contractor also agrees to indemnify the City from all costs City incurs should Contractor fail to comply with these requirements.

6. Termination and Notice

Either party may terminate the Agreement for cause upon 20 days written notice mailed by first class mail, postage paid to the other party as follows:

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: Recreation Superintendent
600 Grant Street
De Pere, WI 54115

If to Contractor:

Wisconsin Parkour LLC
Attention: Alissa Bratz
81 S. Gardens Way
Fitchburg, WI 53711

7. Independent Contractor

Contractor agrees that it is an independent contractor and not an employee of the City for purposes of the services rendered herein. Contractor shall secure at its own expense all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the City nor shall they have or be deemed to have any direct contractual relationships with the City.

8. No Assignment/Entirety of Agreement/Severability

Contractor may not assign this Agreement, in whole or in part, to any other individual or organization without the written consent of City. This Agreement contains the entire Agreement between the parties and supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. If any provision of this Agreement is held invalid, illegal or unenforceable by any court of final jurisdiction, all other provisions of this Agreement be interpreted to remain valid, enforceable, and binding on the parties.

9. Authority

By signing below, the person hereby represents they have the authority to sign this Agreement and bind the respective party to the terms and conditions contained herein.

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

WISCONSIN PARKOUR LLC

By:

CITY OF DE PERE

By:

Print Name: _____

Title: _____

Michael J. Walsh, Mayor_____
Shana D. Ledvina, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 1, 2016

DEPARTMENT: Plan Commission

FROM: Kimberly Flom

SUBJECT: Resolution #16-28, Terminating Restrictive Covenant (Nicolet Square Parking Mall).

On February 22, 2016, the Plan Commission, by a vote of 5-0, moved to recommend terminating the restrictive covenant for the Nicolet Square Parking Mall.

ATTACHMENTS:

- Reso16-28 (DOCX)
- Attachment A - Nic Square (PDF)
- Nic Square Restrictive Covenant - 1-4-16-157-002-08 (2) (PDF)
- PC_Staff Memo_Nicolet Square (PDF)
- 1967 Map Nicolet Square (PDF)

RESOLUTION #16-28

TERMINATING RESTRICTIVE COVENANT
(Nicolet Square Parking Mall)

WHEREAS, in 1967, the Common Council unilaterally encumbered City owned parcels WD-917-1, WD-917-2, WD-926 and WD-928, which were assembled to create the Nicolet Square Parking Mall, with the following restrictive covenant:

No building, structure or appurtenances thereto, of whatever kind or nature shall be constructed on the above described property, and that such property shall be used by the City for construction, maintenance and operation of a municipal parking lot and parking mall, for public parking of motor vehicles, and that this covenant shall run with the land, and inure to the benefit of the public, and shall only be terminated at such time as the character, land use and commercial development adjacent to the above described property has materially and substantially changed; and

WHEREAS, since that time, not only has the Nicolet Square Parking undergone considerable physical change, with the elimination of residential properties, the addition of parking and commercial development to the east, south and west and combination of parcels to the north, but the use and purpose of the adjacent commercial properties has materially shifted from a center of activity in which to run daily errands to a destination area to find unique goods and services; and

WHEREAS, with this transformation of purpose, providing sidewalks and parking for visitors and customers is no longer enough, but user friendly multi-purpose spaces help attract customers and visitors to the unique destination; and

WHEREAS, in recognition of the changed focus and need in the Downtown, together with a need to address the visual clutter, litter and blocking of parking stalls associated with city collection of garbage and recycling using multiple small carts, in May 2014, the Common Council entered into a contract with SAA Design Group, Inc. for an updated Nicolet Square Master Plan; and

WHEREAS, in September 2014, the Common Council approved the recommendation of the Plan Commission and the Redevelopment Authority to approve a re-design of the Nicolet Square Parking Mall to make the space inviting with additional public amenities, including landscaping and event space for markets and concerts in addition to public parking; and

WHEREAS, a copy of such approved Nicolet Square Master Plan is attached and incorporated as Attachment A; and

WHEREAS, the Plan Commission has reviewed the former and present use of the Nicolet Square Parking Mall together with the Restrictive Covenant and determined that the character, land use and commercial development adjacent to the Nicolet Square Parking Mall have materially and substantially changed since 1967, and recommends that the Common Council terminate and remove the Restrictive Covenant from such properties.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council finds that the character, land use and commercial development adjacent to the properties burdened by the 1967 Restrictive Covenant have materially and substantially changed since the Restrictive Covenant was placed thereon for the reasons set forth above, and for those reasons hereby terminates such Restrictive Covenant.

BE IT FURTHER RESOLVED THAT:

The Clerk-Treasurer is authorized and directed to record a certified copy of this Resolution with the Brown Count Register of Deeds to effectuate the Termination of the Restrictive Covenant.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents 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 1st day of March, 2016.

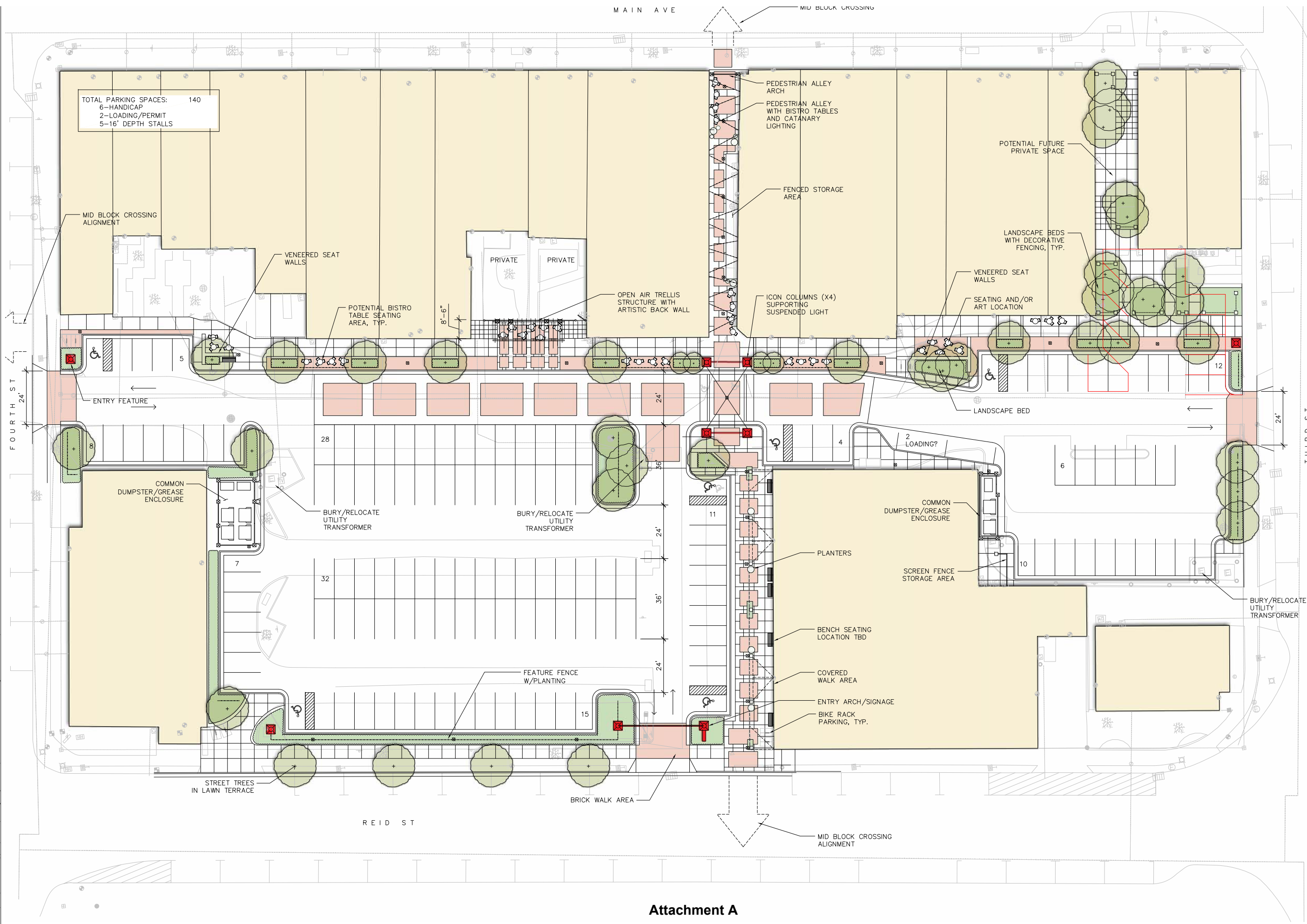
APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____



Revision _____ Date _____

Project Name _____

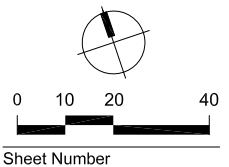
Nicolet Square

DRAFT

City of De Pere
Wisconsin

Drawn By: CN
Checked By: AW
File: P-CON2A
Issued For: Review
Issue Date: 14_0806
Project No. 2560

CONCEPT-2A



2A

CITY OF DE PERE

MEMO

To: Lawrence Delo, City Administrator
 Kim Flom, Director of Economic Development and Planning
 Scott Thoresen, Director of Public Works

From: Judith Schmidt-Lehman, City Attorney

RE: Nicolet Square Parking Restrictive Covenant

Date: January 4, 2016

This memo revises the guidance previously given regarding the effect of the restrictive covenant the Common Council placed on a portion of the parking area of Nicolet Square Parking Mall (Nicolet Square) in 1967.

A restrictive covenant is a promise which imposes a binding obligation on the person making that promise. Usually, restrictive covenants are used by developers and owners of land to provide restrictions on development in addition to local zoning regulations. Commonly, an owner of land will place restrictive covenants on property during the subdivision process, so that each property is reciprocally burdened and benefitted by the restrictions at the same time.

The restrictive covenant in Nicolet Square is a unilateral obligation placed upon the property by the Common Council in 1967. It limits what the City can do with Parcels WD-917-1, WD-917-2, WD-926 and WD-928 to the following:

No building, structure or appurtenances thereto, of whatever kind or nature shall be constructed on the above described property, and that such property shall be used by the City for construction, maintenance and operation of a municipal parking lot and parking mall, for public parking of motor vehicles, and that this covenant shall run with the land, and *inure to the benefit of the public*, and shall only *be terminated at such time as the character, land use and commercial development adjacent to the above described property has materially and substantially changed*. (emphasis added) (A copy of the Restrictive Covenant is attached as Attachment 1)

Also attached (Attachment 2) is a map of the Nicolet Parking Mall area showing (1) the parcels burdened by the restrictive covenant; (2) the parcels ‘adjacent’ to the burdened parcels; and (3) parking areas **not** burdened by the restrictive covenant.

Earlier analyses of the restrictive covenant focused on adjacent properties as being specifically benefitted by the restrictive covenant. This confusion was most likely caused because city records from the mid-1960s indicate that passage of the restrictive covenant was inextricably tied with passage of special assessments on surrounding properties to pay for the parking improvements. In fact, passage of the final assessment resolution was done on the same date as approval of the restrictive covenant. One can infer that the restrictive covenant was passed by the Council as an act of good faith that the parking areas serving the area would remain for a long period of time.

A closer reading of the covenant language however makes clear the restrictions were put in place by the City for the benefit of the public, not adjacent property owners. The intent of the

restrictive covenant is to provide the public with public parking facilities for use in connection with commercial activities in the area. While the special assessments may have played a role in the 1967 Common Council decision to limit the use of the City parcels by the restrictive covenant, in doing so the Council did not grant any special rights to adjacent property owners.

The restrictive covenant has come up in recent months due to the City's plans to create two (2) garbage/recycling storage structures in connection with contracting for garbage and recycling collection services for the Nicolet Square commercial area. One of the enclosures will be located on a parcel subject to the restrictive covenant prohibiting structures (WD-926.) The other structure is to be located on Parcel WD-993 which is not subject to the restrictive covenant. In order to proceed with the placement of the enclosure on WD-926, removal or revision of the restrictive covenant is necessary.

There are no benefitting properties that could consent to removal or revision of the restrictive covenant. Therefore, no consent to the removal or revision is needed nor would doing so result in removal of the restriction.

Since the City continues to be the owner of the parcels with the restrictive covenant, the Common Council has the authority to take action to remove the restriction. Had the 1967 restrictive covenant intended to require court action to terminate the restrictions, that language would have been used. However, had it done so, the restrictions could have called into question the authority of the 1967 Council to unlawfully bind the discretionary acts of future councils.

Therefore, in order to remove (or revise) the restrictive covenant, the Council could, by resolution, make findings consistent with the restrictive covenant language concerning termination of the restriction. Recording the termination resolution with the Brown County Register of Deeds will effectively remove the restriction. If the Council decides to revise the restrictions, the process would be the same, except that the resolution would need to articulate substitute restrictions, which can be a challenge.

This matter should be referred to the Plan commission for its review and recommendation. City staff should provide the necessary information to the Plan Commission upon which the Commission and Council would determine that the termination conditions have been satisfied.

If you have any questions or concerns, please let me know.

Attachments

c: Michael J. Walsh, Mayor
Eric Rakers, City Engineer
Sarah Wallace, Associate Planner

H:\jdupont\Memos\2016\Nic Square Restrictive Covenant - 1-4-16-157-002-08.docx

RESTRICTIVE COVENANT FOR PUBLIC 663645 BENEFIT

IN RE: The South 25 feet of the West 44 feet of Lot 9;
 And the South 25 feet of Lots 10, 11 and 12;
 And the South 25 feet of the East 22 feet of Lot 13;
 And the North 25 feet of the South 35 feet of Lots 8 and 14;
 And that part of the Easterly 1/3 of Lot 9, described as follows:
 Commencing at the Southeast Corner of said Lot 9, thence Nor-
 therly along the Easterly lot line of said Lot 9, 35 feet, thence
 Westerly at an angle to a point that is 25 feet North of the South
 line of said Lot 9 and 22 feet West of the East line of said Lot 9,
 thence Southerly on a line parallel with the Easterly lot line of
 said Lot 9, 25 feet, thence Easterly along the Southerly lot line
 of said Lot 9, 22 feet to the point of beginning;
 And that part of Lot 13, described as follows: Commencing at
 the Northwesterly corner of said Lot 13, thence southerly along
 the west line of said Lot 13, 110 feet, thence easterly and parallel
 to the south line of Lot 13, 1 foot to the point of beginning; thence
 continuing easterly 21.56 feet, thence on a line southeasterly
 23.66 feet, the deflection of such line being 25° to the right,
 thence southerly 25 feet to the south line of said Lot 13, thence
 westerly along the south line of said Lot 13, 43 feet, thence
 northerly 35 feet to the point of beginning, west side of Fox
 River, and all appurtenances and improvements thereon;
 And Lots 48, 49 and 50, and the west 33 feet of Lot 51, excepting
 the northerly 10 feet of said lots;

All being in the original Plat of the Village (now City of De Pere),
 West Side of Fox River, Brown County, Wisconsin.

WHEREAS, the City of De Pere, Wisconsin, the owner of the above
 described property, has caused the development and construction of a
 municipal parking facility on said property for the use, benefit and enjoyment
 of the public.

NOW, THEREFORE, IT IS HEREBY DECLARED, by the City of De
 Pere, grantor herein, by its authorized officers, that the following restrictive
 covenant pertaining and applying to the above described property, is hereby
 granted by the City of De Pere to the public for public benefit, to-wit:

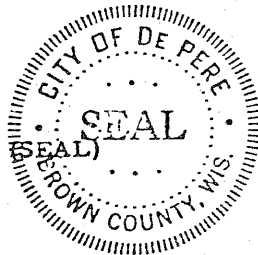
No building, structure or appurtenances thereto, of whatever
 kind or nature shall be constructed on the above described
 property, and that such property shall be used by the City for
 construction, maintenance and operation of a municipal parking
 lot and parking mall, for public parking of motor vehicles, and
 that this covenant shall run with the land, and inure to the
 benefit of the public, and shall only be terminated at such time

VOL 780 PAGE 598
-2-

663645

as the character, land use and commercial development adjacent to the above described property has materially and substantially changed.

IN WITNESS WHEREOF, the City of De Pere has caused this instrument to be signed and sealed by its authorized officers this 26th day of July, 1967.



THE CITY OF DE PERE

By

John C. Growt
John C. Growt, Mayor

ATTEST:

By

J. J. Smits
J. J. Smits, Clerk-Treasurer

STATE OF WISCONSIN)
COUNTY OF BROWN) SS

Personally came before me this 26th day of July, 1967, the above named, John C. Growt, Mayor and J. J. Smits, Clerk-Treasurer to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Donald J. Hanaway
Donald J. Hanaway

Notary Public, Brown County, Wisconsin
My Commission expires 1st Permanent

Drafted by Donald J. Hanaway, 300 Main Ave., W. De Pere, Wisconsin.

REGISTER'S OFFICE
Brown County, Wis.

Received for record the 27th day
of July A. D. 1967 at
3:15 P. M. and recorded in
Vol. 780 at Record on page 597

Harold P. Loh
Register of Deeds

(See Sheet 1-21)



This is a compilation of records and data located in various county offices and is to be used for reference purposes only. The map is controlled by the field measurements between the corners of the Public Land Survey System and the parcels are mapped from available records which may not precisely fit field conditions. Brown County is not responsible for any inaccuracies.

Scale 1" = 100'

(See Sheet

© 2001 BROW

This map was created by the provided by the City of De I

Item 5: Nicolet Square Restrictive Covenants

We are beginning implementation of the Nicolet Square Master Plan, which was completed at the end of 2014. The first phase includes garbage and recyclable collection consolidation. As part of this effort, individual business carts will be replaced by two shared collection locations with dumpsters serviced by a private hauler contracted by the city. Property owners will be billed for the consolidated collection areas and recycling services based on volume. The City hopes to implement this consolidated collection structure in other parts of the downtown.

Constructing two dumpster locations will result in the loss of parking spaces. A restrictive covenant placed on the property in 1967 called for the 'construction and operation of a municipal parking lot and parking mall, for public parking of motor vehicles and that this covenant shall run with the land, and inure to the benefit of the public.' One of the dumpster locations is located in an area with this restrictive covenant. The covenant must be removed in order to proceed both with the consolidated collection and the remainder of the Nicolet Square Plan.

The Common Council has the authority to terminate the restrictive covenant 'at such time as the character, land use and commercial development adjacent to the above described property has materially and substantially changed.' As you can see from the attached 1967 Land Use Aerial map, the area has changed considerably since 1967. Residential use of the adjacent parcels across Reid Street has given way to parking and commercial uses, the former post office on 3rd Street now provides for additional parking (city owned but not subject to the restrictive covenant) and vacant parcels on 4th Street at on Reid Street have become commercial uses. Some lots have consolidated reducing the total number of lots on the block by 5.



Figure 1: Current Nicolet Square Aerial

The overall visual character of a Downtown Commercial Center has not significantly changed on this block, but the context within which it operates as a commercial area has. Previously the center of activity, downtowns only needed parking and sidewalks to draw in visitors and customers. Downtowns were the hub of office, retail and restaurant activity. Over time, however, these land uses relocated to major commercial

corridors and highway interchanges. Successful downtowns, like De Pere, adapted by providing unique shops and services in a walkable environment that includes nearby pedestrian amenities. Since 1967, downtown De Pere has shifted from the only place to run errands to a destination built around a unique experience. The Nicolet Square Master Plan evolved around this idea, as it includes other public amenities like a pedestrian alley with decorative lighting, landscaping, and event space for concerts and markets.

While Downtown De Pere has maintained a high quality aesthetic due to the preservation of historic buildings, there is no doubt that the Downtown, and how it is used, has changed over the past 49 years. The termination of this restrictive covenant would permit the improvements to Nicolet Square as outlined in the Nicolet Square Master Plan, which was developed with the input of area businesses. Finally, the implementation of the plan, particularly as related to the consolidated garbage and recyclable collection will benefit the public and eliminate the overabundance of individual collection carts blocking parking and creating nuisance conditions within Nicolet Square on city collection days. The retained parking spaces, pedestrian amenities and landscaping will provide additional public benefit. Staff recommends termination of the covenant in order to facilitate the shared dumpster project and the implementation of the Nicolet Square Master Plan.

Recommendation

Recommend to the City Council, termination of the restrictive covenants outlined for the Nicolet Square Restrictive Covenant for Public Benefit, document number 663645.

Map 3- v2016 1967 Land Use

Legend

- Land Use 1967
- Aerial Photo 1967



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. Administration\Legal\NicoletSquare4 21.11\2016Map3_2016.mxd



1 inch = 100 feet

2/16/16

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

MEETING DATE: March 1, 2016

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Appointment and re-appointment to Board and Commission by Mayor Walsh.

ATTACHMENTS:

- February 26, 2016 Appointment Letter (DOC)

Memo**City of De Pere**

To: City Council Members
From: Michael J. Walsh, Mayor
Subject: Appointments
Date: February 26, 2016

I am submitting the following names for appointment/re-appointment at the March 1, 2016 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with the individuals being submitted for your approval.

Commission**Appointment/Re-Appointment**

Board of Appeals

Scott Bonfigt/Appointment

Historic Preservation Commission

Brian Netzel/Re-Appointment

Attachment: February 26, 2016 Appointment Letter (4448 : Appointment and re-appointment to Board and Commission by Mayor Walsh.)

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

MEETING DATE: March 1, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 3-1-16 VOUCHERS (PDF)

PACKET: 05072 MAR 2016 COUNCIL 1 - 3-1-16

VENDOR SET: 01

14.a

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0302	AIRGAS USA LLC							
	I-9933535619	AIRGAS USA LLC	R	3/01/2016		325.87CR	077798	
	I-9933535620	AIRGAS USA LLC	R	3/01/2016		93.52CR	077798	419.39
0007	AMBROSIOUS SALES & SERVICE							
	I-99432	AMBROSIOUS SALES & SERVICE	R	3/01/2016		465.69CR	077799	465.69
0020	BADGERLAND PRINTING INC							
	I-27176	BADGERLAND PRINTING INC	R	3/01/2016		1,585.95CR	077800	
	I-27177	BADGERLAND PRINTING INC	R	3/01/2016		61.20CR	077800	
	I-27210	BADGERLAND PRINTING INC	R	3/01/2016		75.00CR	077800	
	I-27232	BADGERLAND PRINTING INC	R	3/01/2016		50.00CR	077800	
	I-27245	BADGERLAND PRINTING INC	R	3/01/2016		280.00CR	077800	
	I-49882	BADGERLAND PRINTING INC	R	3/01/2016		554.32CR	077800	2,606.47
0023	BATTERIES PLUS LLC							
	I-501-482599	BATTERIES PLUS LLC	R	3/01/2016		146.65CR	077801	146.65
0027	BAY TOWEL INC							
	I-2122628	BAY TOWEL INC	R	3/01/2016		45.16CR	077802	
	I-2122629	BAY TOWEL INC	R	3/01/2016		77.59CR	077802	
	I-2122630	BAY TOWEL INC	R	3/01/2016		39.28CR	077802	
	I-2124666	BAY TOWEL INC	R	3/01/2016		126.33CR	077802	
	I-2124682	BAY TOWEL INC	R	3/01/2016		62.02CR	077802	
	I-2126109	BAY TOWEL INC	R	3/01/2016		45.16CR	077802	
	I-2126110	BAY TOWEL INC	R	3/01/2016		75.93CR	077802	471.47
0025	BAYCOM INC							
	I-SRVCE000000001170	BAYCOM INC	R	3/01/2016		220.44CR	077803	
	I-SRVCE000000001330	BAYCOM INC	R	3/01/2016		9,700.00CR	077803	9,920.44
2970	BELLINHEALTH INC							
	I-64	BELLINHEALTH INC	R	3/01/2016		680.95CR	077804	680.95
0038	BROADWAY AUTOMOTIVE INC							
	C-CM790936P	BROADWAY AUTOMOTIVE INC	R	3/01/2016		180.09	077805	
	I-336592P	BROADWAY AUTOMOTIVE INC	R	3/01/2016		35.61CR	077805	
	I-790936P	BROADWAY AUTOMOTIVE INC	R	3/01/2016		180.09CR	077805	
	I-791010P	BROADWAY AUTOMOTIVE INC	R	3/01/2016		58.75CR	077805	
	I-791641P	BROADWAY AUTOMOTIVE INC	R	3/01/2016		46.98CR	077805	141.34
0039	BROOKS TRACTOR INC							
	I-D44846	BROOKS TRACTOR INC	R	3/01/2016		179.75CR	077806	179.75

Attachment: 3-1-16 VOUCHERS (4445 : Voucher Approval.)

PACKET: 05072 MAR 2016 COUNCIL 1 - 3-1-16

VENDOR SET: 01

14.a

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
2944	BROWN COUNTY JAIL							
	I-201602245659	BROWN COUNTY JAIL	R	3/01/2016		1,080.00CR	077807	1,080.00
0737	BRUCE MUNICIPAL EQUIPMENT INC							
	I-4160025	BRUCE MUNICIPAL EQUIPMENT INC	R	3/01/2016		123,758.00CR	077808	123,758.00
0115	CARQUEST AUTO PARTS LLC							
	I-6339-219248	CARQUEST AUTO PARTS LLC	R	3/01/2016		6.85CR	077809	
	I-6339-219386	CARQUEST AUTO PARTS LLC	R	3/01/2016		20.76CR	077809	27.61
0536	CDW GOVERNMENT INC							
	I-BWD5515	CDW GOVERNMENT INC	R	3/01/2016		166.52CR	077810	
	I-BZD6887	CDW GOVERNMENT INC	R	3/01/2016		237.69CR	077810	
	I-BZG3385	CDW GOVERNMENT INC	R	3/01/2016		744.00CR	077810	
	I-BZX0737	CDW GOVERNMENT INC	R	3/01/2016		153.21CR	077810	
	I-CBZ1288	CDW GOVERNMENT INC	R	3/01/2016		2,162.70CR	077810	
	I-CCG3924	CDW GOVERNMENT INC	R	3/01/2016		3,006.91CR	077810	
	I-CDC7175	CDW GOVERNMENT INC	R	3/01/2016		60.07CR	077810	6,531.10
2708	CLEANING SOLUTION SERVICES INC							
	I-11414	CLEANING SOLUTION SERVICES INC	R	3/01/2016		1,375.00CR	077811	
	I-11416	CLEANING SOLUTION SERVICES INC	R	3/01/2016		1,067.00CR	077811	2,442.00
7337	COMPASS MINERALS AMERICA							
	I-71451647	COMPASS MINERALS AMERICA	R	3/01/2016		20,413.95CR	077812	20,413.95
0217	COUNTRY VISIONS COOPERATIVE							
	I-201602245660	COUNTRY VISIONS COOPERATIVE	R	3/01/2016		8.49CR	077813	8.49
7306	JUSTIN DESTARKEY							
	I-747218	JUSTIN DESTARKEY	R	3/01/2016		100.40CR	077814	100.40
0075	DIGGERS HOTLINE INC							
	I-160 1 36402	DIGGERS HOTLINE INC	R	3/01/2016		33.06CR	077815	33.06
3212	DIXON ENGINEERING INC							
	I-16-0139	DIXON ENGINEERING INC	R	3/01/2016		950.00CR	077816	
	I-16-0140	DIXON ENGINEERING INC	R	3/01/2016		1,900.00CR	077816	2,850.00
7249	DLZ							
	I-135448	DLZ	R	3/01/2016		1,975.05CR	077817	1,975.05

Attachment: 3-1-16 VOUCHERS (4445 : Voucher Approval.)

PACKET: 05072 MAR 2016 COUNCIL 1 - 3-1-16

VENDOR SET: 01

BANK : AP ASSOCIATED

14.a

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1800428	EMERGENCY MEDICAL PRODUCTS INC	R	3/01/2016		347.25CR	077818	
	I-1803001	EMERGENCY MEDICAL PRODUCTS INC	R	3/01/2016		6.35CR	077818	353.60
0091	FASTENAL COMPANY							
	I-WIGRE324253	FASTENAL COMPANY	R	3/01/2016		1.30CR	077819	1.30
0562	GALL'S INC							
	I-4823867	GALL'S INC	R	3/01/2016		15.05CR	077820	
	I-4831129	GALL'S INC	R	3/01/2016		58.45CR	077820	
	I-4844125	GALL'S INC	R	3/01/2016		23.90CR	077820	
	I-4855723	GALL'S INC	R	3/01/2016		13.09CR	077820	110.49
0666	GRAY'S INC							
	I-33176	GRAY'S INC	R	3/01/2016		1,736.00CR	077821	1,736.00
0124	GREEN BAY CITY TREASURER							
	I-103961	GREEN BAY CITY TREASURER	R	3/01/2016		1,780.17CR	077822	
	I-103962	GREEN BAY CITY TREASURER	R	3/01/2016		212.81CR	077822	
	I-103963	GREEN BAY CITY TREASURER	R	3/01/2016		140.40CR	077822	
	I-103965	GREEN BAY CITY TREASURER	R	3/01/2016		538.51CR	077822	
	I-104396	GREEN BAY CITY TREASURER	R	3/01/2016		141.32CR	077822	
	I-104398	GREEN BAY CITY TREASURER	R	3/01/2016		2,658.12CR	077822	5,471.33
0914	GREEN BAY POLICE DEPT							
	I-201602245661	GREEN BAY POLICE DEPT	R	3/01/2016		500.00CR	077823	500.00
0351	HACH COMPANY							
	I-9786991	HACH COMPANY	R	3/01/2016		380.70CR	077824	380.70
1237	HASTINGS AIR ENERGY CONTROL							
	I-I60227	HASTINGS AIR ENERGY CONTROL	R	3/01/2016		117.20CR	077825	117.20
3521	HD SUPPLY WATERWORKS LTD							
	I-F088596	HD SUPPLY WATERWORKS LTD	R	3/01/2016		2,660.60CR	077826	
	I-F088667	HD SUPPLY WATERWORKS LTD	R	3/01/2016		815.40CR	077826	
	I-F114613	HD SUPPLY WATERWORKS LTD	R	3/01/2016		555.00CR	077826	4,031.00
5484	HYDROCORP INC							
	I-38148-IN	HYDROCORP INC	R	3/01/2016		4,200.00CR	077827	4,200.00
6342	IDEA DINER							
	I-201602245662	IDEA DINER	R	3/01/2016		293.50CR	077828	293.50

Attachment: 3-1-16 VOUCHERS (4445 : Voucher Approval.)

PACKET: 05072 MAR 2016 COUNCIL 1 - 3-1-16

VENDOR SET: 01

BANK : AP ASSOCIATED

14.a

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
1399	INDOFF INC							
	I-2733348	INDOFF INC	R	3/01/2016		39.95CR	077829	
	I-2735478	INDOFF INC	R	3/01/2016		68.47CR	077829	
	I-2736761	INDOFF INC	R	3/01/2016		124.24CR	077829	
	I-2741480	INDOFF INC	R	3/01/2016		222.65CR	077829	
	I-2742261	INDOFF INC	R	3/01/2016		133.28CR	077829	
	I-2743139	INDOFF INC	R	3/01/2016		14.21CR	077829	
	I-2744642	INDOFF INC	R	3/01/2016		13.72CR	077829	
	I-2745947	INDOFF INC	R	3/01/2016		138.07CR	077829	
	I-2754329	INDOFF INC	R	3/01/2016		180.49CR	077829	
	I-2754675	INDOFF INC	R	3/01/2016		355.77CR	077829	
	I-2754936	INDOFF INC	R	3/01/2016		51.64CR	077829	
	I-2758123	INDOFF INC	R	3/01/2016		225.10CR	077829	
	I-2758426	INDOFF INC	R	3/01/2016		63.25CR	077829	
	I-2759962	INDOFF INC	R	3/01/2016		532.02CR	077829	
	I-2760962	INDOFF INC	R	3/01/2016		165.90CR	077829	2,328.76
VOID	VOID CHECK		V	3/01/2016			077830	**VOID**
0567	INDUSTRIAL MARKETING CORP							
	I-40637	INDUSTRIAL MARKETING CORP	R	3/01/2016		126.90CR	077831	126.90
2602	JOSSART BROTHERS INC							
	I-9-164	JOSSART BROTHERS INC	R	3/01/2016		1,287.43CR	077832	
	I-9-172	JOSSART BROTHERS INC	R	3/01/2016		1,434.91CR	077832	2,722.34
1276	JX ENTERPRISES INC							
	I-D-260400137	JX ENTERPRISES INC	R	3/01/2016		16.88CR	077833	
	I-D-260420060	JX ENTERPRISES INC	R	3/01/2016		44.00CR	077833	60.88
0149	KIMCO ENGRAVING INC							
	I-28176	KIMCO ENGRAVING INC	R	3/01/2016		10.32CR	077834	10.32
0156	LAWSON PRODUCTS INC							
	I-9303869950	LAWSON PRODUCTS INC	R	3/01/2016		46.79CR	077835	46.79
0157	LEAGUE OF WI MUNICIPALITIES							
	I-201602245663	LEAGUE OF WI MUNICIPALITIES	R	3/01/2016		600.00CR	077836	600.00
0163	MCC INC							
	I-15-07 (5 FINAL)	MCC INC	R	3/01/2016		40,583.63CR	077837	40,583.63

Attachment: 3-1-16 VOUCHERS (4445 : Voucher Approval.)

PACKET: 05072 MAR 2016 COUNCIL 1 - 3-1-16

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0173	MENARDS INC							
	C-78724	MENARDS INC	R	3/01/2016		24.99	077838	
	I-78472	MENARDS INC	R	3/01/2016		32.96CR	077838	
	I-78725	MENARDS INC	R	3/01/2016		672.06CR	077838	
	I-78874	MENARDS INC	R	3/01/2016		67.92CR	077838	
	I-78918	MENARDS INC	R	3/01/2016		14.05CR	077838	
	I-79321	MENARDS INC	R	3/01/2016		24.92CR	077838	
	I-79376	MENARDS INC	R	3/01/2016		110.30CR	077838	
	I-79573	MENARDS INC	R	3/01/2016		16.98CR	077838	914.20
1475	MUNICIPAL CODE CORP							
	I-266006	MUNICIPAL CODE CORP	R	3/01/2016		1,720.78CR	077839	1,720.78
6555	NES ECOLOGICAL SERVICES							
	I-70160	NES ECOLOGICAL SERVICES	R	3/01/2016		3,200.00CR	077840	
	I-70161	NES ECOLOGICAL SERVICES	R	3/01/2016		6,000.00CR	077840	9,200.00
0531	NORTHEAST AUTO PARTS INC							
	I-308757	NORTHEAST AUTO PARTS INC	R	3/01/2016		20.20CR	077841	
	I-308793	NORTHEAST AUTO PARTS INC	R	3/01/2016		51.07CR	077841	
	I-308812	NORTHEAST AUTO PARTS INC	R	3/01/2016		24.99CR	077841	
	I-308937	NORTHEAST AUTO PARTS INC	R	3/01/2016		15.38CR	077841	
	I-309017	NORTHEAST AUTO PARTS INC	R	3/01/2016		32.35CR	077841	
	I-309019	NORTHEAST AUTO PARTS INC	R	3/01/2016		18.27CR	077841	
	I-309023	NORTHEAST AUTO PARTS INC	R	3/01/2016		11.32CR	077841	
	I-309050	NORTHEAST AUTO PARTS INC	R	3/01/2016		32.35CR	077841	205.93
5433	NORTHEAST WI TECH COLLEGE							
	I-CS28776	NORTHEAST WI TECH COLLEGE	R	3/01/2016		80.00CR	077842	80.00
3250	NORTHERN LAKE SERVICE							
	I-290449	NORTHERN LAKE SERVICE	R	3/01/2016		560.00CR	077843	560.00
0255	ONE LAW GROUP SC							
	I-406-01M (241)	ONE LAW GROUP SC	R	3/01/2016		874.00CR	077844	874.00
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-163892	OSHKOSH FIRE & POLICE EQUIPMEN	R	3/01/2016		3,858.33CR	077845	
	I-163928	OSHKOSH FIRE & POLICE EQUIPMEN	R	3/01/2016		71.00CR	077845	3,929.33
7355	OXFORD IMMUNOTEC							
	I-201602245664	OXFORD IMMUNOTEC	R	3/01/2016		52.75CR	077846	52.75

Attachment: 3-1-16 VOUCHERS (4445 : Voucher Approval.)

PACKET: 05072 MAR 2016 COUNCIL 1 - 3-1-16

VENDOR SET: 01

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14.a

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0499	PACK AND SHIP LLC							
	I-201602245665	PACK AND SHIP LLC	R	3/01/2016		34.63CR	077847	34.63
0197	PACKER CITY INTERNATIONAL INC							
	I-X101038247:02	PACKER CITY INTERNATIONAL INC	R	3/01/2016		124.07CR	077848	
	I-X101039060:01	PACKER CITY INTERNATIONAL INC	R	3/01/2016		26.22CR	077848	150.29
0211	POSITIVE PROMOTIONS							
	I-5417817	POSITIVE PROMOTIONS	R	3/01/2016		469.38CR	077849	469.38
0218	PROMOTIONAL DESIGNS INC							
	I-263850	PROMOTIONAL DESIGNS INC	R	3/01/2016		52.00CR	077850	
	I-263851	PROMOTIONAL DESIGNS INC	R	3/01/2016		104.00CR	077850	
	I-263852	PROMOTIONAL DESIGNS INC	R	3/01/2016		52.00CR	077850	208.00
7217	RAILWORKS TRACK SYSTEMS INC.							
	I-109602	RAILWORKS TRACK SYSTEMS INC.	R	3/01/2016		3,825.00CR	077851	3,825.00
0227	REINDERS INC							
	I-1619056-00	REINDERS INC	R	3/01/2016		355.47CR	077852	
	I-1620857-00	REINDERS INC	R	3/01/2016		77.96CR	077852	433.43
0501	SAINT MARY'S HOSPITAL							
	I-18094	SAINT MARY'S HOSPITAL	R	3/01/2016		31.62CR	077853	31.62
0234	SAINT NORBERT COLLEGE INC							
	I-201602245666	SAINT NORBERT COLLEGE INC	R	3/01/2016		50.00CR	077854	50.00
0235	SAINT VINCENT HOSPITAL							
	I-42723	SAINT VINCENT HOSPITAL	R	3/01/2016		154.56CR	077855	154.56
0242	SCOTT CONSTRUCTION INC							
	I-11708MB	SCOTT CONSTRUCTION INC	R	3/01/2016		1,565.39CR	077856	1,565.39
4029	SERVICE MOTOR COMPANY							
	I-CS13209	SERVICE MOTOR COMPANY	R	3/01/2016		174.49CR	077857	174.49
7348	SHERPA SOFTWARE PARTNERS LP							
	I-1235	SHERPA SOFTWARE PARTNERS LP	R	3/01/2016		3,900.00CR	077858	3,900.00
3234	SHERWIN WILLIAMS							
	I-975-1	SHERWIN WILLIAMS	R	3/01/2016		37.03CR	077859	37.03

Attachment: 3-1-16 VOUCHERS (4445 : Voucher Approval.)

PACKET: 05072 MAR 2016 COUNCIL 1 - 3-1-16

VENDOR SET: 01

BANK : AP ASSOCIATED

14.a

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
3545	SHORT ELLIOTT HENDRICKSON INC							
	I-310188	SHORT ELLIOTT HENDRICKSON INC	R	3/01/2016		10,247.09CR	077860	10,247.09
0999	STAPLES ADVANTAGE							
	I-3291071060	STAPLES ADVANTAGE	R	3/01/2016		7.94CR	077861	7.94
4094	STATE BAR OF WISCONSIN							
	I-1011509	STATE BAR OF WISCONSIN	R	3/01/2016		72.35CR	077862	72.35
3378	STRYKER SALES CORP							
	I-1877499M	STRYKER SALES CORP	R	3/01/2016		450.01CR	077863	450.01
0752	SYSTEMS FURNITURE INC							
	I-28679	SYSTEMS FURNITURE INC	R	3/01/2016		14,883.70CR	077864	14,883.70
4842	THOMSON REUTERS							
	I-833478540	THOMSON REUTERS	R	3/01/2016		426.57CR	077865	426.57
0267	TRAFFIC & PARKING CONTROL INC							
	I-I516463	TRAFFIC & PARKING CONTROL INC	R	3/01/2016		2,314.00CR	077866	2,314.00
0268	TRUCK EQUIPMENT INC							
	C-663583-00	TRUCK EQUIPMENT INC	R	3/01/2016		30.00	077867	
	I-664706-00	TRUCK EQUIPMENT INC	R	3/01/2016		3.83CR	077867	
	I-674379-00	TRUCK EQUIPMENT INC	R	3/01/2016		131.72CR	077867	
	I-674514-00	TRUCK EQUIPMENT INC	R	3/01/2016		91.54CR	077867	197.09
7071	USIC LOCATING SERVICES LLC							
	I-163648	USIC LOCATING SERVICES LLC	R	3/01/2016		168.00CR	077868	168.00
3085	VANDERLOOP'S SHOES INC							
	I-I04-10007807	VANDERLOOP'S SHOES INC	R	3/01/2016		1,173.37CR	077869	
	I-I04-10007909	VANDERLOOP'S SHOES INC	R	3/01/2016		100.00CR	077869	
	I-I04-10008005	VANDERLOOP'S SHOES INC	R	3/01/2016		100.00CR	077869	1,373.37
4770	VERIZON WIRELESS							
	I-9760344868	VERIZON WIRELESS	R	3/01/2016		1,092.28CR	077870	1,092.28
0238	WAUSAU EQUIPMENT CO INC							
	I-5222666	WAUSAU EQUIPMENT CO INC	R	3/01/2016		157.49CR	077871	157.49
0282	WESCO DISTRIBUTION INC							
	C-418171	WESCO DISTRIBUTION INC	R	3/01/2016		516.70	077872	
	I-46406	WESCO DISTRIBUTION INC	R	3/01/2016		970.06CR	077872	453.36

Attachment: 3-1-16 VOUCHERS (4445 : Voucher Approval.)

PACKET: 05072 MAR 2016 COUNCIL 1 - 3-1-16

14.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6697	WI DEPT OF AGRICULTURE TRADE							
	I-W16-023	WI DEPT OF AGRICULTURE TRADE	R	3/01/2016		50.00CR	077873	50.00
1181	WI PARK AND RECREATION ASSOC							
	I-201602245667	WI PARK AND RECREATION ASSOC	R	3/01/2016		25.00CR	077874	
	I-201602245668	WI PARK AND RECREATION ASSOC	R	3/01/2016		25.00CR	077874	50.00
0548	WI RURAL WATER ASSOC							
	I-201602245669	WI RURAL WATER ASSOC	R	3/01/2016		100.00CR	077875	
	I-201602245670	WI RURAL WATER ASSOC	R	3/01/2016		100.00CR	077875	
	I-201602245671	WI RURAL WATER ASSOC	R	3/01/2016		120.00CR	077875	
	I-201602245672	WI RURAL WATER ASSOC	R	3/01/2016		185.00CR	077875	505.00
1393	WI SOCIETY OF FIRE SERVICE INSTRUCT							
	I-2249	WI SOCIETY OF FIRE SERVICE INS	R	3/01/2016		500.00CR	077876	500.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	78	0.00	299,445.61	299,445.61
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:	1	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:	79	0.00	299,445.61	299,445.61

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 3-1-16 VOUCHERS (4445 : Voucher Approval.)

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT

100	3/2016	200,309.85CR
201	3/2016	331.08CR
208	3/2016	201.06CR
209	3/2016	390.90CR
405	3/2016	49,783.63CR
415	3/2016	10,247.09CR
460	3/2016	18,708.70CR
601	3/2016	18,513.82CR
650	3/2016	959.48CR
=====		
ALL		299,445.61CR

Attachment: 3-1-16 VOUCHERS (4445 : Voucher Approval.)

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

MEETING DATE: March 1, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 3-01-2016 (PDF)

CITY OF DE PERE -March 1, 2016

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	NAPIER JR., ROGER A.	1975 SCHEURING RD.	DE PERE	WI	54115
2	SEDOVIC, JAMES R.	308 LIBAL ST.	DE PERE	WI	54115
Temporary Operator License Applications					
1	ACHTEN, JAY G.	1190 DREWS DRIVE	DE PERE	WI	54115
2	GIBSON, GARRON G.	1857 BRIARWOOD CT.	DE PERE	WI	54115
3	TOWSLEE, DEBORAH L.	1313 FRANCO CT.	DE PERE	WI	54115
4	VANDEHEI, ANN L.	1400 ADAM DR.	DE PERE	WI	54115
5	VANDEHEI, DAVID J.	1400 ADAM DR.	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	ANDERSON, RAYVEN D.	1489 BOYD ST.	GREEN BAY	WI	54301
2	BARTEL, DONNA K.	513 W. MAIN ST.	CHILTON	WI	53014
3	BEAUCHAMP, NICHOLAS J.	890 HOWARD ST.	GREEN BAY	WI	54303
4	COADY, NICHOLAS J.	3146 COUNTY ROAD PP	DE PERE	WI	54115
5	DUDLEY, SCOTT J.	1774 BOLAND RD.	GREEN BAY	WI	54303
6	GODFREY, NICOLE M.	1307 N. PLATTEN ST	GREEN BAY	WI	54303
7	GROTH, ELIZABETH A.	N6781 W. HWY A	GLENBEULAH	WI	53023
8	LACROIX, MICHAEL S.	1330 PACKERLAND DR. #8	GREEN BAY	WI	54304
9	MCKEEFRY, CHRISTOPHER L.	1122 COUNTRYSIDE DR.	DE PERE	WI	54115
10	PHILLIPS, DAVID J.	1214 MICHALINE DR.	GREEN BAY	WI	54304
11	SCHIERLAND, KURT J.	237 COOLIDGE ST.	GREEN BAY	WI	54301
12	SPICE, TRICIA L.	2387 KUBALE LN.	GREEN BAY	WI	54313
13	WERY, MATTHEW J.	615 LEWIS ST.	DE PERE	WI	54115

Attachment: 3-01-2016 (4446 : Operator License Applications*)