



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Agenda

Tuesday, February 2, 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 **February 2, 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 January 19, 2016 Common Council Meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Recommendation from the License Committee on an Application for Change of Agent submitted by El Presidente Mexican Restaurant, LLC.
6. Recommendation from the Plan Commission for a two (2) lot CSM along Southbridge Rd. Surveyor: Steve Bieda, Mau and Associates
7. Recommendation from the Board of Park Commissioners to approve Tree Donation from the GB Packers, WDNR, GB Packaging & SCA.
8. Recommendation from the Board of Park Commissioners to Accept Donation from American Transmission Company (ATC) for use in the Urban Orchard program.
9. Resolution #16-11, Authorizing License Agreement Between the City of De Pere and Fox River Boat Holding Company, LLC.
10. Resolution #16-12, Authorizing Agreement for Consulting Services Between the City of De Pere and Vierbicher Associates, Inc. (Aquatic Facility Location Study).
11. Operator License Applications.
12. Voucher Approval.
13. Future agenda items.
14. 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:

Alderpersons
Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Green Bay Packers
American Transmission
Wisconsin DNR
GB Packaging
SCA
Ayres
MSA
Shaun Wilson Vierbicher
Steven Bieda, Mau & Associates
Mark Soderlund

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: February 2, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the January 19, 2016 Common Council Meeting.

ATTACHMENTS:

- 1-19-2016 Common Council Minutes (DOC)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, January 19, 2016

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on January 19, 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	Alderman	Present
James Boyd	Alderman	Present
Scott Crevier	Alderman	Present
Michael Donovan	Alderman	Present
Jim Kneiszel	Alderman	Present
Larry Lueck	Alderman	Present
Dean Raasch	Alderman	Excused
Lisa Rafferty	Alderman	Present

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the January 5, 2016 Common Council Meeting.

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

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

Julie Ollmann came forward and addressed the Council about the snow removal ordinance and complained about the fact that the complainant is anonymous and that the homeowner on the receiving end of the complaint is not given an opportunity to clean the sidewalk before receiving a fine.

5. Recommendation from the License Committee on an Application for a Temporary Premise Description Change for St. Norbert College.

Alderman Crevier stated that he will abstain from voting on this item.

RESULT:	ADOPTED [6 TO 0]
MOVER:	James Boyd, Alderman
SECONDER:	Larry Lueck, Alderman
AYES:	Bauer, Boyd, Donovan, Kneiszel, Lueck, Rafferty
ABSTAIN:	Scott Crevier
EXCUSED:	Dean Raasch

6. Ordinance #16-03, Amending Section 106-6 De Pere Municipal Code Regarding Special Events.

Alderman Bauer stated that in spite of trepidation of this process, it has worked incredibly well.

Attachment: 1-19-2016 Common Council Minutes (4347 : Approval of the Minutes of the January 19 2016 Common Council Meeting.)

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

7. Resolution #16-05, Authorizing Intergovernmental Agreement for Traffic Signal Maintenance.

Alderperson Crevier asked if it is normal to include a clause in the agreement about maintaining their storm sewer.

Public Works Director Scott Thoresen said it is one of the parts of the agreement that the City and the County could not come to terms on; he does not believe the City should have to maintain their storm sewer. It is a standard agreement that they have with all communities. Alderperson Crevier asked if the City will save money by signing this agreement; Scott Thoresen replied that the City does not have the staffing resources to perform this work and it makes sense to contract it out.

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

8. Resolution #16-06, Authorizing a Petition to the Office of the Commissioner of Railroads for the Modification and Alteration of the Roadway Spur Crossing - Venture Avenue.

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

9. Resolution #16-07, Authorizing Police Canine Agreement.

Alderperson Bauer congratulated K-9 Elsie on her retirement and said that Officer Johnson did a great job as her handler.

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

10. Resolution #16-08, Authorizing Submission of Assistance to Firefighters Grant Application.

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

11. Resolution #16-09, Approving Memorandum Regarding Off Duty Exercise Room and Equipment Use.

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

12. Recommendation from the Finance & Personnel Committee to consider request to purchase a Fire Department command vehicle.

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

13. Recommendation from the Finance/Personnel Committee to approve funds to investigate ownership of unassigned parcel at the former bridge approach (area near Front Street and George Street).

Alderperson Lueck asked that if the potential owners of this parcel are saying that it does not belong to them, then why is the City researching ownership?

City Attorney Judy Schmidt-Lehman stated that if the City wants to occupy this property, we need to determine who owns it. The request to research this came from Definitely De Pere and Alderperson Crevier.

Alderperson Boyd asked what happens if our research does identify an owner?

City Attorney Judy Schmidt Lehman explained that the City would have to go to court to make a claim to the property. Discussion followed regarding the amount we are investing into this research, the condition of the existing seawall on the parcel, and the intent of Definitely De Pere to put a monument on the site.

RESULT:	ADOPTED [5 TO 2]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Kevin Bauer, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Rafferty
NAYS:	Jim Kneiszel, Larry Lueck
EXCUSED:	Dean Raasch

14. Recognition of placement on National and State Register of Historic Places for Nicolet High School, 111 Third Street. (This item was addressed ahead of item #5.)

Jim Draeger, an architectural historian with the Wisconsin Historical Society and Tom Kuenkel, President of St. Norbert College, were invited to come forward to receive plaques presented to them by the Mayor. Jim Draeger explained the process of being

placed on the registries, and Tom Kuenkel thanked everyone and stated that St. Norbert College is very fortunate to be in a partnership with the City of De Pere.

15. Voucher Approval.

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

16. Operator License Applications.

Alderperson Bauer moved, seconded by Alderperson Boyd to approve Previously Tabled Operator License Application #1 and to table Previously Tabled Operator License Application #2. Upon vote, motion carried unanimously.

Alderperson Bauer moved, seconded by Alderperson Boyd to approve Operator License Applications #1-12. Upon vote, motion carried unanimously.

17. Discussion regarding options to utilize excess stadium sales tax funds (item added).

City Administrator Larry Delo stated that Alderperson Rafferty requested that this item be on the agenda. The Council has not made any determination regarding how to utilize the 1.2 million dollars of excess sales tax received by the City of De Pere. Administrator Delo explained that per State Legislative action the money can be used for tax reduction, debt payment, or economic development purposes. Alderperson Rafferty said that she would like the city to investigate the debt payment option. Alderperson Crevier suggested using it to help with the Mulva Center construction, especially better crosswalks across Broadway to help visitors get to the Center safely. Administrator Delo explained that there is no timeframe he is aware of for taking action on spending, and that municipalities are able to split up the spending among the three categories. Alderperson Donovan suggested opening it up to feedback from the public. Alderperson Boyd moved, seconded by Alderperson Donovan to pursue the different options the City has to seek input from the public on how to utilize the excess stadium sales tax funds. Discussion followed. Upon vote, motion carried unanimously.

18. Future agenda items. None.

19. Resolution #16-10, Ratifying Contract with the De Pere Professional Firefighters Association, IAFF Local 141.

City Attorney Judy Schmidt-Lehman explained that the Council does not have to go into closed session unless they want to negotiate something different.

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

20. Adjournment.

Alderperson Bauer moved, seconded by Alderperson Crevier to adjourn the meeting at 8:28 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: February 2, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Vicki Scray

SUBJECT: Recommendation from the License Committee on an Application for Change of Agent submitted by El Presidente Mexican Restaurant, LLC.

ATTACHMENTS:

- Change of Agent Application.pdf (PDF)

CHANGE OF AGENT

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning February 17 20 16 ;
ending June 30 20 16TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)

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

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

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

El Presidente Mexican Restaurant, LLC

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Antonio Sandoval</u>	<u>4017 E. Maplewood Dr. Appleton WI</u>	<u>54911</u>
Vice President/Member	<u>Amber Barajas Farias</u>	<u>1345 Hancock Ct De Pere WI</u>	<u>54601</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Amber Barajas Farias</u>	<u>1345 Hancock Ct. De Pere WI</u>	<u>54601</u>
Directors/Managers			

3. Trade Name El Presidente Mexican Bar & Grill Business Phone Number 920-403-7933
4. Address of Premises 500 Main Ave. STE. B Post Office & Zip Code De Pere 54601
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☐ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 2016 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No
- (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) entire restaurant bar room and adjacent patio
10. Legal description (omit if street address is given above):
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
- (b) If yes, under what name was license issued? same name - under agent Antonio Sandoval
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 19 day of January, 20 16[Signature]
(Clerk/Notary Public)My commission expires May 31, 2019[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>1-19-16</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 2, 2016

DEPARTMENT: Planning

FROM: Carey Danen

SUBJECT: Recommendation from the Plan Commission for a two (2) lot CSM along Southbridge Rd. Surveyor: Steve Bieda, Mau and Associates

This item was approved by the Plan Commission at its January 25, 2016 meeting.

ATTACHMENTS:

- CSM_Southbridge_WD-L-436-2 (PDF)
- PC_Staff_CSM_Southbridge (PDF)

	CITY OF DE PERE APPLICATION FOR CSM REVIEW	Fee: \$ 330.00
		Receipt #: 00108980 Date: 1/8/16 CITY OF DE PERE RECEIVED JAN 8 2016

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Mau & Associates	Authorized Representative Steven M. Bieda	Title Partner	
Mailing Address 400 Security Blvd.	City Green Bay	State WI	ZIP Code 54313
Email Address sbieda@mau-associates.com	Phone Number (incl. area code) 920-434-9670	Fax Number (incl. area code)	

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

Name (Ind. Org. or Entity) Mark Soderlund / Michael Fleming	Contact Person	Title	
Mailing Address PO Box 5512	City De Pere	State WI	ZIP Code 54115
Email Address sodie5141@gmail.com	Phone Number (incl. area code) 920-336-4980	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description Corner of French and Southbridge Roads Lot 1 of 43CSM271, Map No. 6530	Parcel No. WD-L436-2
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SECTION 4: CSM Information

Existing Zoning:	Hwy. 41 Business District B
Present Use of Parcel:	Vacant Lot
Proposed Use of Lots:	Commercial

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

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print) Steve M. Bieda	Title Partner	Phone Number 920-434-9670
Signature of Applicant 		Date Signed 1-8-16

TO BE COMPLETED BY CITY STAFF

CSM Review authorized by the De Pere Municipal Code, Chapter 46.	
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Attachment: CSM_Southbridge_WD-L-436-2 (4332 : Recommendation from PC - CSM_Southbridge Rd)



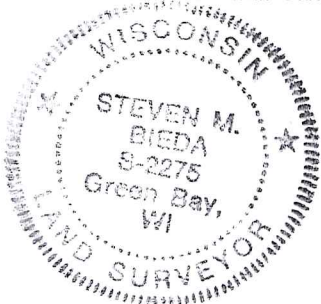
SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, PLS-2275, do hereby certify that I have surveyed, divided and mapped Lot 1, Volume 43, Certified Survey Maps, Page 271, Map No. 6530, Document No. 1882893, Brown County Records, being part of Lot 59, Williams Grant Subdivision, City of DePere, Brown County, Wisconsin.

Parcel contains 381,771 square feet / 8.76 acres more or less.
Parcel subject to easements and restrictions of record.

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


Steven M. Bieda PLS-2275
January 5, 2016



NOTES

A Shoreland Permit from the Brown County Zoning Administrator's office is required prior to any construction, fill, or grading activity within 300 feet of a stream.

No improvements or structures are allowed between the right of way and the highway setback line. Improvements and structures include, but are not limited to signs, parking areas, driveways, wells, septic systems, drainage facilities, buildings and retaining walls. It is expressly intended that this restriction is for the benefit of the public as provided in section 236.293, Wisconsin Statutes, and shall be enforceable by the Department of Transportation or its assigns. Contact the Wisconsin Department of Transportation District Office for more information. The phone number may be obtained by contacting the County Highway Department.

The lots of this land division may experience noise at levels exceeding the levels in S. Trans 405.04 Table I. These levels are based on federal standards. The Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the department to the highway's through-lane capacity.

All lots and blocks are hereby restricted so that no owner, possessor, user, licensee or other person may have any right of direct vehicular ingress from or egress to any highway lying within the right of way of French Road and/or Southbridge Road; It is expressly intended that this restriction constitute a restriction from the benefit of the public as provided in S. 236.293, STATS., and shall be enforceable by the Department or its assigns. Any access shall be allowed only by special exception. Any access allowed by special exception shall be confirmed and granted only through the driveway permitting process and all permits are revocable.

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

Lot 2 contains an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes navigable waterways and all land within 75 feet of the ordinary high water mark of navigable waterways. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.

CERTIFICATE OF THE CITY OF DE PERE

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

Kim Flom
Director of Planning

CERTIFICATE OF THE TREASURER

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

Shana L. Defnet _____ Date _____
City of DePere Treasurer



Sheet Two of Three
Project No.: C-10905
Drawing No.: L-9448

Attachment: CSM_Southbridge_WD-L-436-2 (4332 : Recommendation from PC - CSM_Southbridge Rd)



OWNER'S CERTIFICATE

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

CITY OF DE PERE

Mark E. Soderlund
undivided 1/2 interest

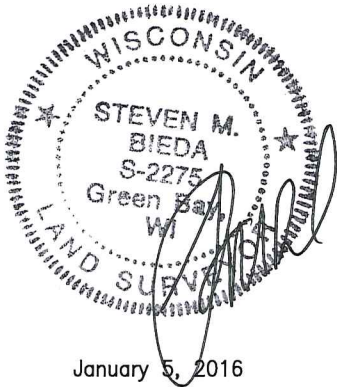
Michael P. Fleming
undivided 1/2 interest

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

Notary Public
Brown County, Wisconsin

My Commission Expires _____

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]



Office of the Register of Deeds
Brown County, Wisconsin

Received for Record _____, 20____,

at _____ o'clock _____ M and recorded as

Document # _____ in

Volume _____ of _____ on Page _____.

Cathy Williquette Lindsay, Register of Deeds

**Item 5: Review and Recommendation for a two (2) lot CSM along Southbridge Rd.
Surveyor: Steve Bieda, Mau and Associates.***

Bieda has completed a two (2) lot CSM along Southbridge Rd. for an 8.5 acre property located on Southbridge Road, across the street from Innovation Court (WD-L436-2). The CSM is proposed in order to facilitate a new development on one of the newly created parcels.



Figure 1: Site Location

The review of this CSM has generated a number of comments, primarily due to the site's location along the future southern bridge corridor and the existing wetlands. The current CSM for the property indicates access restriction along almost the entire frontage of the property.

Comments

Brown County Planning Commission reviewed the above CSM request. The following are concerns that have been identified:

1. Recommend verifying that the wetlands delineation report received by the City of De Pere has been reviewed and concurred by the WDNR or by an assured wetland delineator.
 - a. If there is not a delineation then "approximate wetland" measurements should be used, with 50-foot setbacks rather than 35-foot setbacks.
2. If there was an approved delineation, PALS recommends using the following comments:
 - a. Identify the approximate wetland boundary in Lots 1-2 with a 35-foot setback as an ESA.
 - b. Delineate the wetland boundary and any setbacks with surveyed and scaled measurements.
 - c. Include the following note: "Lots 1-2 include wetland areas that may require permits from the Wisconsin Department of Natural Resources, Army Corp of Engineers, Brown County Planning Commission, or the local municipality Zoning Administrator's office prior to any development activity."
 - d. Modify the ESA restrictive covenant (#2) to read as follows: "Lots 1-2 contain an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes wetlands, all lands within 35 feet of wetlands greater than 2 acres in size, and all land within 75 feet of the ordinary high water mark of navigable waterways. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources."

3. If there was not an approved delineation and approximate wetland boundaries are being used, PALS recommends using the following comments:
 - a. Identify the approximate wetland boundary in Lots 1-2 with a 50-foot setback as an ESA. Include the following note: "The wetlands are approximate on Lots 1-2 due to the large size of the lot and/or the location of the wetland ESA. Should any development on Lots 1-2 be proposed near or within the approximate wetland ESA, the actual wetland and ESA boundary shall be properly delineated by a certified wetland delineator hired by the affected landowner."
 - b. Delineate the wetland boundary and any setbacks with surveyed and scaled measurements.
 - c. Include the following note: "Lots 1-2 include wetland areas that may require permits from the Wisconsin Department of Natural Resources, Army Corp of Engineers, Brown County Planning Commission, or the local municipality Zoning Administrator's Office prior to any development activity."
 - d. Modify the ESA restrictive covenant (#2) to read as follows: "Lots 1-2 contain an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes approximate wetlands, all lands within 50 feet of approximate wetlands of any size, and all land within 75 feet of the ordinary high water mark of navigable waterways. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources."

City of De Pere Staff Comments:

1. Revise the CSM to include an 80' right of way access that aligns with Innovation Court and extends to the southern property line. The applicant should work with the De Pere City Engineer to ensure that the proposed right of way is indicated correctly. This is an important connection in order to ensure vehicular access to the properties to the south once the Southern Bridge is completed. The revised CSM must be submitted to the City of De Pere before the CSM is reviewed by the City Council (City Council approval is required for this CSM due to the request for public right of way).
2. Provide the CSM in AutoCAD Civil 2014 so the City can verify the proposed location of the future intersection of Innovation Ct. and Southbridge Rd, along with determining if any additional right of way will be needed.

Staff would recommend approval of the CSM and that the CSM be forwarded to the Common Council for approval. The CSM needs the following conditions/corrections:

1. Prior to review by the City Council, revise CSM to include an 80' right of way access that aligns with Innovation Court and extends to the southern property line.
2. AutoCAD files have been received.
3. Comply with Brown County Comments above and other Brown County CSM requirements.
4. Certificate for City of De Pere should be Shana Ledvina, City Clerk.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 2, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to approve Tree Donation from the GB Packers, WDNR, GB Packaging & SCA.

Issue: This memo is to seek the Common Council's approval for the De Pere Parks, Recreation and Forestry Department to accept a donation of 40 bare root trees from a cooperative effort between the Green Bay Packers, Wisconsin DNR, Green Bay Packaging & SCA.

Summary: The Packers have been working on a way to reduce their carbon footprint in the area and one way is with a program called 'First Down for Trees'. What this program entails is that for every first down the Packers make they will donate a tree to a Brown County community. Using last year as a guide, the City was chosen to receive 40 trees this spring. The trees are between 1.25"-2.0" diameter and we are free to plant them anywhere within the community. Staff placed the order and the trees will be planted in our parks and right of ways. The amount of the donation is approximately \$2500.

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

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 2, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Accept Donation from American Transmission Company (ATC) for use in the Urban Orchard program.

This memo is to seek the Common Councils approval for the De Pere Parks, Recreation and Forestry Department to accept a donation of \$3600 from American Transmission Company (ATC) that will be used for the Urban Orchard project.

The Urban Orchard project is a coordination of several City departments and the West De Pere School District to provide two orchards with edible fruit for the general public and students in Braisher Park and on Westwood Elementary School grounds. This donation, along with a donation secured through the Health Department, will help to fund at least 12 trees and all needed materials at both locations.

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

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 2, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #16-11, Authorizing License Agreement Between the City of De Pere and Fox River Boat Holding Company, LLC.

The Board of Park Commissioners revisited the agreement with the Fox River Boat Holding Company (FRBH) on Thursday, December 17, 2015 at the scheduled meeting. The Park Board recommended we pursue an agreement under the following conditions;

- 10 year agreement if FRBH elects to put in 5 sections of dock, or
- 7 year agreement if FRBH elects to put in 4 sections of dock.
- Place the wharf to the southerly edge of the park property, close to the Old Bridge crossing.

While taking this direction, staff continued to negotiate with FRBH. As we continued our investigation we uncovered the wharf, being a stand alone structure, is recommended to have a second ramp attached for purposes of stability. A ramp is roughly the cost of one section of wharf. The stand alone section of wharf is estimated to cost a little more than \$30,000. As staff, we felt considering the added cost to the wharf because it will be a stand alone fixture warranted extending the agreement to 10 years.

ATTACHMENTS:

- Reso16-11 (DOCX)
- Fox River Boat Holding Co (boat docking) Final as of 1-19-16 (DOCX)
- Exhibit A - Fox River Boat Handling Co (PDF)

RESOLUTION #16-11

AUTHORIZING LICENSE AGREEMENT BETWEEN THE CITY OF DE PERE
AND FOX RIVER BOAT HOLDING COMPANY, LLC

WHEREAS, Fox River Boat Holding Company, LLC wishes to utilize City property for the docking and operation of a seasonal excursion and tour boat; and

WHEREAS, the City wishes to license property in the James Street Parkway to Fox River Boat Holding Company, LLC to dock its tour boat upon the terms and conditions as shown in the attached License Agreement; and

WHEREAS, the Board of Park Commissioners has reviewed such matter and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Attached License Agreement Between the City of De Pere and Fox River Boat Holding Company, LLC, subject to changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of February, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

LICENSE AGREEMENT BETWEEN
THE CITY OF DE PERE AND
FOX RIVER BOAT HOLDING COMPANY, LLC

This License Agreement is made and entered into this ____ day of _____, 2016, by and between the City of De Pere, a Wisconsin municipal corporation (“City” or “Licensor”), and Fox River Boat Holding Company, LLC, a Wisconsin Limited Liability Company (“Fox River Boat” or “Licensee”).

I. LICENSE

- A. Licensed Premises. For and in consideration of the covenants, conditions and promises hereinafter contained, the City hereby agrees to license to Fox River Boat that part of the premises in the City of De Pere, Brown County, Wisconsin, more particularly described as:

That area comprised of a 6 ft. wide x 60 ft. long wharf area, together with access points thereto located on parts of Lots 3 and 4 Block 3, Original Plat of De Pere

as shown on the map attached and incorporated herein as Exhibit A.

B. Licensed Area.

1. Licensee accepts the Licensed Premises “as is” and acknowledges that it has inspected the Licensed Premises and determined that, once the improvements required under Paragraph II are installed, the Licensed Premises is suitable for Licensee’s use. Licensee agrees it is not relying on any oral or written representations of City concerning the Licensed Premises, including but not limited to dimensions, soil conditions, environmental conditions (excluding pre-existing conditions) or uses by adjoining or third parties. No warranties or representations are given by City as to the condition of the Licensed Premises.
2. Licensee acknowledges that the Licensed Premises is at risk of flooding on an annual or more frequent basis and further acknowledges that the Licensed Premises has been designated by the State of Wisconsin and the United States governments as floodway, flood fringe or floodplain. These areas are subject to extensive rules and regulations related to use of the same which Licensee agrees to fully comply with during the License term and any renewal thereof.

C. Allowed Operations and Uses

1. Licensor hereby grants to Licensee an exclusive License to use the Licensed Premises for the docking and operation of a seasonal excursion and tour boat (“Boat” or “Vessel”) during May 1 – October 31 (the “Operational Period”) of

each year of this Agreement. Food and beverage catering and sale are permitted on the Boat. The sale of alcohol beverages is permitted on the Boat only with proper licensing from the State of Wisconsin.

2. No gasoline shall be allowed or stored on the Licensed Premises. Licensee shall not refuel the Boat on the Licensed Premises.
3. Licensee shall identify any hazardous, flammable, toxic or combustible materials or substances used in its operations and shall provide Licensor with any Material Safety Data Sheets applicable thereto.
4. Licensee shall keep and maintain the Licensed Premises in good, clean and sanitary condition. All garbage, refuse, and recyclables shall be stored on the Boat or removed from the Licensed Premises and deposited in refuse collection devices in accordance with all City and state laws and regulations. If Licensee desires City pick-up of garbage and recyclables, Licensee shall purchase City containers for the same and place them in an approved location in Voyager Park for pick-up on the designated collection day.
5. Licensee shall remove and store all temporary directional signage allowed upon the Licensed Premises as required under paragraph III.C. below.
6. Licensee shall not use the Licensed Premises to remove the Vessel from the water.

II. LICENSEE OBLIGATIONS

- A. Licensee shall donate all materials, labor costs and all expenses necessary to construct, and Licensee shall cause to be installed and constructed, four (4) ADA accessible 6 ft. x 15 ft. sections of wharf upon the Licensed Premises together with two access points thereto which shall connect to the city sidewalk. The southerly access point shall be ADA accessible. ADA accessible for the purposes of this Agreement means the 2004 ADA Accessibility Guidelines (ADAAG). The wharf sections and all appurtenances thereto shall become property of the City upon installation.
 1. The exact location and height of the wharf section placement shall be as determined on site by Licensee and the City Director of Parks, Recreation & Forestry.
 2. Each wharf section shall match the materials and color of the wharf sections existing to the north of the Licensed Premises.

- B. In consideration of Licensee's construction and installation of the wharf sections required above (which Licensee and Licensor estimate at a cost of approximately \$30,000), Licensee shall not be required to make any other payment for the initial License term.

III. CITY OBLIGATIONS

- A. City shall, at its sole cost and expense, install electric service to the Licensed Premises. The electric service shall accommodate 30 amps; 110 volt charging when the Vessel is not in use to power the refrigerator.
- B. The location of the electrical service box is as shown on Exhibit A.
- C. City shall allow up to three (3) temporary "sandwich board" type directional signs within the Licensed Premises and/or James Street Parkway to direct people to the Boat boarding area. The signs shall be constructed of weather resistant materials and shall not exceed 6 sq.ft. with placement of sign no higher than six feet in height. Further, such signs may be placed up to one hour prior to the scheduled launch and shall be removed from the Parkway immediately prior to launch and stored on board the Vessel.

IV. COMPLIANCE WITH ALL LAWS

- A. Licensee shall, during the term of this Agreement, comply with all federal and state laws, local ordinances, and implementing rules and regulations, pertaining to operating a public excursion/tour Boat, including but not limited to obtaining and maintaining a current Certificate of Inspection from the United States Coast Guard.
- B. Licensee shall yearly provide Licensor with a copy of its current Coast Guard Certificate of Inspection. Licensee may not utilize the Licensed Premises if its Certificate of Inspection is for any reason suspended or otherwise invalid, whether for a temporary period of time or permanently.
- C. Licensee shall, during the term of this Agreement, comply with all applicable federal, state and local environmental laws, ordinances, implementing rules and regulations, together with all amendments thereto, together with all common law rules, which relate to discharge, emission, waste, nuisance, pollution control, hazardous or toxic substances and other environmental matters which may be in existence and applicable to Licensee during the term of this License.
- D. If any governmental agency requires testing to ascertain whether there has been a release by Licensee of any Hazardous Substance on or about the Licensed

Premises during the License term, the reasonable costs expended by Licensor in response thereto shall be reimbursed by Licensee.

V. MAINTENANCE AND REPAIRS

- A. Except as provided below, City agrees that, during the License term, it shall, at its expense, make all repairs as shall be reasonably necessary to keep the Licensed Premises in good condition and repair. City shall be responsible for maintenance of public access areas to the Licensed Premises, including but not limited to sidewalks, wharf access points and green space adjacent thereto.
- B. Notwithstanding the above, Licensee agrees that all damage or injury done to the Licensed Premises by Licensee, its invitees and guests, shall be repaired by Licensee at its expense. Licensee further agrees, at the expiration of this Agreement or upon earlier termination thereof, to quit and surrender the Licensed Premises to Licensor in good condition and repair, reasonable wear and tear excepted.

VI. INSURANCE AND INDEMNIFICATION

- A. Licensee agrees to indemnify Licensor against, and to hold Licensor harmless from, 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 (other than any intentional act or omission of Licensor, its officers, officials, employees, agents or contractors) while in upon or immediately adjacent to the Licensed Premises, including attorneys' fees during the License term. Licensee shall keep and maintain during the License term a policy of public liability insurance against property damage or personal injury growing out of the use of or occurring in, upon or immediately adjacent to the Licensed Premises, with minimum liability limits of \$1,000,000.00 property damage and \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate for personal injury and liability, together with an additional \$2,000,000.00 umbrella policy to cover all incidents, accidents or occurrences on or about the Licensed Premises. Licensor shall be named as an additional insured on all such policies and shall be provided with the additional insured endorsement. Such insurance policy shall provide Licensor a minimum of 30 days' notice of cancellation.

Failure to keep and maintain the required insurance coverage identified above shall not be subject to the default and cure provisions of paragraph XI.

- B. Licensee further agrees to indemnify Licensor and to hold Licensor harmless from any and all claims, liability or injury, including attorney's fees and the cost of any required or necessary repair, clean-up, or remediation arising out of (i) the use, manufacture, handling, storage, disposal or release of any Hazardous Substance

by Licensee, its agents and employees on or about the Licensed Premises, or (ii) an actual or alleged violation by Licensee of Environmental Laws in connection with Licensee's occupancy of the Licensed Premises. It is further agreed that Licensor shall indemnify Licensee for any payment Licensee is required to make with regard to necessary testing, repair, cleanup or remediation with regard to any environmental damage which existed prior to Licensee's occupancy of the Licensed Premises. The foregoing indemnifications shall survive the expiration or earlier termination of this Agreement.

- C. Licensee shall, at its own cost and expense, during the License term, carry insurance against fire, vandalism, malicious mischief and other such perils as are from time to time included in standard extended coverage endorsement, insuring all trade fixtures, furnishings, equipment and other items of Licensee's personal property located at the Licensed Premises.

VII. LICENSOR'S RIGHT OF ENTRY AND RECORDS REQUIREMENTS

- A. Licensor has the right to enter the Licensed Premises upon twenty-four (24) hours' notice for the purpose of verifying compliance with the terms and conditions of this License. Licensor shall have the right to enter the Licensed Premises without notice in case of emergency.
- B. Licensor acknowledges that City is subject to the Wisconsin Public Records Law. As such, Licensee agrees to retain all records as defined by Wis. Stats. §19.32(2) applicable to this License for a period not less than seven (7) years after the termination or expiration of this License term. Licensee agrees to assist Licensor in complying with any public records requests that Licensor receives pertaining to this License. Further, Licensee agrees to indemnify and hold harmless Licensor, its elected and appointed officials, officers, employees and authorized representatives for any liability, including without limitation, attorney's fees, to the extent caused by Licensee's actions or omissions which contribute to Licensor's inability to comply with the Public Records Law. This provision shall survive termination of this License.

VIII. DESTRUCTION OF LICENSED PREMISES

In the event of a total or partial destruction of the Licensed Premises during the term of this License, not including any structures, buildings, or personal property, Licensor shall forthwith repair the same, provided funding is appropriated for such repairs and the repairs can be made within ninety (90) days under the laws of and regulations of state, federal, county or municipal authorities.

Should the total or partial destruction result from causes covered by the fire and extended coverage required under Paragraph VI.C., Licensee shall make the insurance proceeds available to Licensor to make the required repairs.

If the repairs cannot be made within ninety (90) days of the date of destruction or partial destruction, this License may be terminated at the option of either party.

IX. ALTERATIONS

Other than the improvements required under Paragraph II.A., Licensee shall not make or suffer to be made, any alterations of the Licensed Premises without the prior written consent of Licensor. Any additions or alterations to the Licensed Premises shall become the property of Licensor at construction or installation. Licensee shall keep the Licensed Premises free from all liens arising out of any work performed, materials furnished or obligations incurred by Licensee.

X. ABANDONMENT

Licensee agrees not to vacate or abandon the Licensed Premises at any time during the License term. Should the Licensee vacate or abandon the Licensed Premises or be dispossessed by process of law or otherwise, such abandonment, vacation or dispossession shall be a breach of the License.

Abandonment or vacation of the License shall mean failure of Licensee to occupy the Licensed Premises for a period of thirty (30) consecutive days or longer during any Operational Period as defined in Paragraph I.C. unless such non-use of the Licensed Premises is the result of repair of the Vessel required to maintain its ability to operate and Licensee has provided prompt written notice to Licensor of the need for repair and the anticipated time required to complete the repairs.

XI. DEFAULT

Any provision of this License Agreement which does not contain a specific remedy shall be resolved as provided hereunder. If either party believes that any provision of this Agreement has been breached by the other party, it shall provide the other party with written notice thereof, informing the other party that it has thirty (30) days to cure such breach. If there is no cure of said breach within such period of time, the non-breaching party may bring any action available for any remedy provided in law or equity, including termination of this Agreement. In the event however the breaching party is pursuing a cure within such thirty (30) day period, but the cure cannot be completed within that timeframe, it shall not be construed as a default if the party immediately undertakes steps to cure the default after receipt of such written notice and then diligently and in good faith prosecutes the curing of such default to its conclusion.

XII. TERM OF LICENSE

- A. The term of this License shall run from the date set forth above and shall terminate December 31, 2025, unless otherwise terminated under Paragraph VIII or under this Paragraph.
- B. Licensee may terminate the License if a change in laws, rules or regulations governing lands located in flood areas makes Licensee's operations on the Licensed Premises illegal, too financially burdensome or otherwise uneconomical to Licensee, or require cessation of such activities.
- C. The License shall automatically terminate upon the occurrence of any of the following events, notwithstanding any other provision herein:
 - 1. A petition by or against the Licensee under the bankruptcy laws of the United States, which petition is not dismissed within ninety (90) days from the date of such filing;
 - 2. The assignment by Licensee of its assets for the benefit of creditors under any state insolvency laws;
 - 3. Conduct by Licensee of its business under any trustee or other person appointed pursuant to judicial proceedings;
 - 4. Taking by a court of competent jurisdiction of the Licensee and its assets pursuant to proceedings brought under any state or federal reorganization act;
 - 5. The appointment of a receiver of the Licensee's assets;
 - 6. A lapse in the insurance coverage the Licensee is required to maintain pursuant to this License Agreement.

XIII. MISCELLANEOUS

- A. Assignment. Licensee shall not assign this License or any interest in this License, nor let or sublet any part thereof, nor permit the occupancy or use of the Licensed Premises by any other person, without the advance written consent of the City. All assignees shall be bound by the terms and conditions of this License.
- 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, postage prepaid, to the addresses below and shall be deemed received two (2) days after the date of mailing unless the return receipt slip indicates receipt on a

different date. All other notices required under this Agreement may be sent by regular mail, postage prepaid. All notices and communications shall be addressed to the Parties hereto at their respective addresses set forth and shall be deemed received two (2) days after the date of postmark:

1. If to Licensee: Candice L. Mortara, Member
Fox River Boat Holding Company, LLC
1301 North Briarcliff Drive
Appleton, WI 54915
2. If to City: City of De Pere
City Clerk-Treasurer
335 S. Broadway Street
De Pere, WI 54115

C. Law Governing. This Agreement shall be construed in accordance with the laws of the State of Wisconsin. The Parties hereby submit to the personal jurisdiction of the Courts of Wisconsin, both Federal and State, in any action with respect to the License and the parties agree that any action concerning the License shall be venued in Brown County, Wisconsin. The parties agree that in the event of a dispute, all parties waive the right to a trial by jury.

D. Entire Agreement. This Agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the Parties with respect to the subject matter hereof 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.

The persons executing this License Agreement attest, represent and warrant that they have full power, authority and right to execute this License Agreement and warrant that the execution and delivery of the same has been duly authorized as required by each entity.

E. Rights and Remedies Cumulative. The rights and remedies of the parties, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same time or different times of any such other remedies for the same event of default or breach or of any remedies for any other event of default or breach.. No waiver with respect to the performance or manner or time of any obligation under this Agreement shall be considered a waiver of any rights of either party to enforce any other obligations of the other party.

- F. Contractual Interpretation. The paragraphs headed by roman numerals in this Agreement are referred to as sections and are intended to include, as categories thereunder, lettered subsections. The lettered subsections of this Agreement are to be referred to as sections and the numbered sections, subsections. 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.
- G. No Third-Party Benefits. This License Agreement is entered into for the sole and exclusive benefit of the parties to this License Agreement and their respective successors and assigns; no third-party is intended to receive or be entitled to any rights hereunder.
- H. Surrender of Possession. At the expiration or termination of this License, Licensee shall surrender the Licensed Premises to Licensors, including any of Licensee's alterations, additions and improvements, but excluding Licensee's Boat, equipment, personal property and furnishings. Licensee shall repair any damage to the Licensed Premises as required under Paragraph V.

IN WITNESS WHEREOF, the Parties cause this License Agreement to be executed by their authorized representatives as of the day first written above.

**FOX RIVER BOAT HOLDING
COMPANY, LLC**

By:

Candice L. Mortara, Member

CITY OF DE PERE

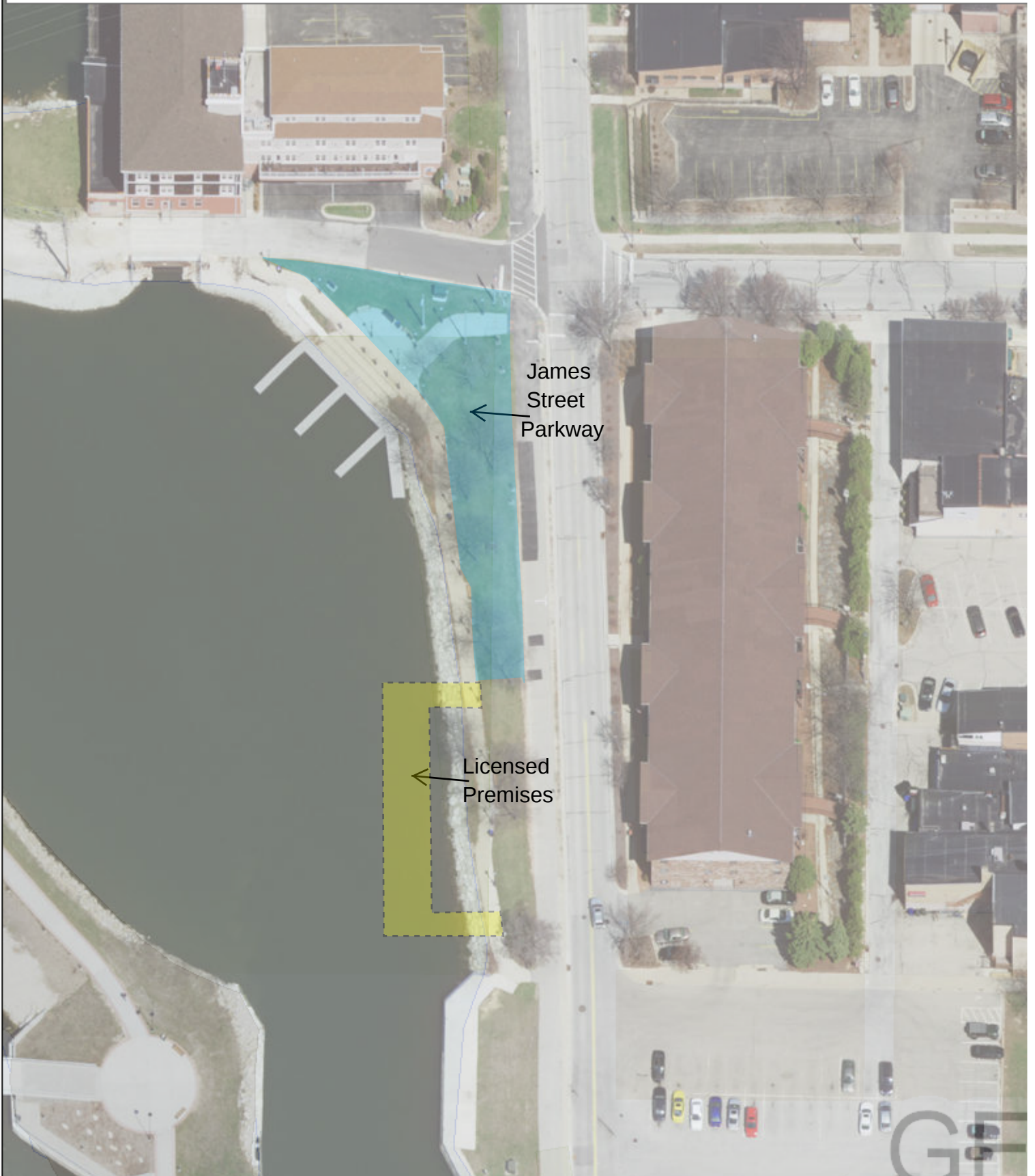
By:

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

H:\jdupont\Agreements\2016\Fox River Boat Holding Co (boat docking) Final as of 1-19-16.docx

Exhibit A



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.

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



01/16/2016

Packet Pg. 31

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 2, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #16-12, Authorizing Agreement for Consulting Services
Between the City of De Pere and Vierbicher Associates, Inc. (Aquatic
Facility Location Study).

ATTACHMENTS:

- Reso16-12 (DOCX)
- Vierbicher (aquatic facility location study) 1-16-151-002-16 (DOCX)
- Exhibit A - Vierbicher (PDF)
- Exhibit B - Vierbicher (PDF)
- RFQ - Summary of Proposals (DOCX)

RESOLUTION #16-12

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND VIERBICHER ASSOCIATES, INC.
(Aquatic Facility Location Study)

WHEREAS, the City wishes to conduct a feasibility study for the location of a new aquatic facility; and

WHEREAS, Vierbicher Associates, Inc. has available and offers to provide personnel and equipment necessary to accomplish the study within the required time; and

WHEREAS, the Board of Park Commissioners has reviewed such proposal and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Vierbicher Associates, Inc. (Aquatic Facility Location Study) as is attached hereto.

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 2nd day of February, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-12 (4331 : Resolution #16-12, Authorizing Agreement for Aquatic Facility Location Study)

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND VIERBICHER ASSOCIATES, INC.
(Aquatic Facility Location Study)**

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between the City of De Pere, Wisconsin, ("City"), and Vierbicher Associates, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City wishes to conduct a feasibility study for the location of a new aquatic facility; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals (Exhibit A) and Consultants Proposal thereto dated January 8, 2016 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Consultant's work hereunder should be completed by July 31, 2016. Should Consultant

encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B. Consultant shall invoice City monthly for services performed. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

XVIII. TERMINATION OF WORK

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

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for

filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XIX. MEDIATION

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

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

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

XIX. NOTICES

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

If to City:

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

With a copy to:

City of De Pere
Attention: Parks, Recreation & Forestry Director
925 South Sixth Street
De Pere, WI 54115

If to Consultant:

Vierbicher Associates, Inc.
Attention: Daniel J. Lindstrom
999 Fourier
Baraboo, WI 53913

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

VIERBICHER ASSOCIATES, INC.
By: _____

CITY OF DE PERE
By: _____

Print Name: _____
Title: _____

Michael J. Walsh, Mayor

Print Name: _____
Title: _____

Shana D. Ledvina, Clerk-Treasurer

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City of De Pere

Request for Qualifications

For

Aquatic Facility Location Study

The City of De Pere is inviting firms to submit qualifications and proposal to be considered for conducting a location study for an Aquatic Facility.

General Information:

The City has approved funding in 2016 to conduct research on the future location of an aquatic facility. The City has an approximate population of 24,500 people and is divided by the Fox River. The two outdoor pools operated by the City are located on the east and west side of the Fox River.

The City currently has two outdoor box pools, which were constructed in the early 1970's. A recent condition report has determined the pools are in dire need of repair. Upon review of the issue, the City is evaluating the possibility of eliminating both pools and replacing them with one Aquatic Center within the coming years.

The City's intent is to replace both pools with one outdoor aquatic center, however would like to investigate the potential in cooperating with the local YMCA as part of the analysis. The YMCA has plans to construct a new YMCA within the City Limits, however a timeline for the construction is linked to the southern corridor bridge being constructed.

Scope of Services:

The scope of services for this project include the following.

- 1) Analyze benefits and drawbacks on cooperating with YMCA in constructing an Aquatic Center versus constructing an Outdoor Facility on our own.
- 2) Analyze pre-determined locations within the City of De Pere for the best potential to construct an outdoor aquatic facility.
 - a. Locations to be provided by the City of De Pere.
 - b. Define method of analysis.

Scheduling/Time Line:

January 8, 2016 – Proposals due by 10:30 am

January 11-15, 2016 – Proposal review by staff

January 21, 2016 – Recommendation to Board of Park Commissioners

February 2, 2016 – City Council approval

Insurance:

Your company shall effect and maintain insurance to protect from claims under workmen's compensation acts; claims for damages because of bodily injury including personal injury,

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

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

Proposal Information:

Within your proposal please include the following information in the order listed.

1. Company Information
2. Staff Bio and Experience
3. Description of (3-5) similar projects company has worked on.
4. Explanation of company understanding of the project.
5. Plan Approach - Explanation of plan to address analysis.
6. Fee Structure (a fee schedule has been included for your guidance).

Evaluation Procedure:

All proposals shall be reviewed based on the following criteria.

- Staff experience and availability of key personnel.
- Similar successful projects.
- Plan Approach/Work Plan
- Understanding of the project and ability to communicate.
- Fee structure

Proposed Fee Schedule:

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Fee Breakdown:

Scope of Services Item #1: _____

Scope of Services: Item #2: _____/site

(The City would like a price based on analyzing per site.)

Price per/hour for Misc items

not covered under contract: _____

Proposal to Provide Professional Consulting Services for a
Location Study for an Aquatic Facility for the

City of De Pere

Prepared For:
Marty Kosobucki
Director Parks, Recreation and
Forestry
City of De Pere
925 South Street
De Pere, WI 54115-1199

Prepared By:
Vierbicher
999 Fourier Drive, Suite 201
Madison, WI 53717

Phone: (608) 821-3967
Fax: (608) 826-0530

Contact Person:
Daniel J. Lindstrom
dlin@vierbicher.com

Prepared On:
January 8, 2016

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vierbicher
planners | engineers | advisors



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Letter of Transmittal

January 8, 2016

Marty Kosobucki
Director Parks, Recreation and Forestry
City of De Pere
925 South Street
De Pere, WI 54115-1199

Re: Aquatic Center Location Study

Dear Mr. Kosobucki,

On behalf of the Vierbicher, it is my pleasure to present this proposed scope of work for the Aquatic Center location study. Market analysis and site feasibility studies are one of our firm's specialties. As such, the proposed services are a good fit for our firm. Following is a brief summary of our qualifications:

Experience: We have provided economic development and community development services for 35 years. Our planning and community development team has the experience and technical capability to provide a robust analysis of a potential aquatic center in the community of De Pere.

Market Based Approach: Accurate market information is critical to making good planning and development decisions. Vierbicher emphasizes a quality data and market-based approach to municipal planning. Our staff is experienced at analyzing commercial, retail, industrial, and residential markets. See pages 4 and 5 for our market study and site feasibility qualifications and project experience.

Familiarity. Daniel Lindstrom, our project leader for this study, spent the last decade as a resident of the greater Green Bay area and recently joined our firm. As such, his previous work experience and familiarity with the City and region gives us a good understanding of De Pere and the dynamics that are at play while completing this assignment. Daniel also has a strong understanding and knowledge of pool facilities as he spent over two decades in and around a pool deck—including the last four years as the Head Swim Coach for the De Pere High School Swim Team. Since De Pere High School did not have its own pool facility, he has extensive experience working with the Greater Green Bay YMCA aquatics directors. Therefore, his knowledge of facility planning and his existing connections would be a vital asset that no other firm could bring to this process. His passion for cultivating community experiences through community engagement will be evident throughout this process.

Focus On Results: Our company tag line, "Vision to Reality" reflects our commitment to achieve results. We have a proven track record for successfully implementing projects. See page 5 for examples of successful projects.

Our goal is to be a partner in a project which identifies the highest potential for the City to provide a top-notch Aquatic Center in the community of De Pere. We look forward to the opportunity to work with you to achieve this outcome.

Sincerely,

Shaun Wilson, MBA
Principal
Direct: (608) 821-3978

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Company Information

INTEGRATED SERVICES

Planning & Community Development

- Comprehensive Planning
- Neighborhood Planning
- Urban Redevelopment Planning
- Outdoor Recreation Planning
- Public Facilitation
- Impact Fee Planning
- Developer Representation
- Site Location Studies/Planning

Economic Development

- Business/Industrial Parks
- Target Industry Studies
- Tax Increment Financing (TIF)
- Market Analysis
- Strategic Planning
- Fiscal and Economic Impact Analysis
- Grant Writing / Administration
- Business Recruitment/Expansion

Urban Design & Landscape Architecture

- Concept Planning
- Illustrations & Renderings
- Park & Plaza Design
- Landscaping Plans
- Streetscape Design
- Bike & Pedestrian Trails

Municipal & Civil Engineering

- Municipal Infrastructure Design & Studies
- Streets and Roadways
- Site Development
- Stormwater Systems
- Water Supply & Distribution Systems
- Wastewater Treatment & Collection Systems
- Construction Observation & Administration

Surveying & GIS

- CSMs, Boundary Surveys and Legal Descriptions
- Platting: Subdivision/Condominium/Assessor's/ Right of Way
- Topographic Surveys/Aerial Mapping Control
- Construction Staking
- ALTA/ACSM Land Title Surveys
- Easement Mapping and Descriptions
- Parcel/Utility Mapping
- Floodplain Surveys/ FEMA Elevation Certificates
- Geographic Information Systems (GIS)

Water & Environmental Resources

- Floodplain Analysis
- Lake Rehabilitation & Management
- Stormwater & Water Quality Management
- Environmental Assessments
- Regulatory Compliance & Permitting
- Wetland Management

Agricultural Engineering

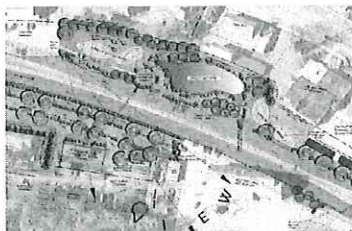
- Animal Waste Management Facilities
- Regulatory Permits
- Water Runoff and Drainage Facilities
- Construction Observation and Administration

Vierbicher is a team of **economic development experts, community planners, landscape architects, land surveyors** and **civil engineers** committed to providing the highest level of skill and expertise to clients throughout the Upper Midwest. Founded in 1976, we have four offices in Wisconsin: Madison, Metro Milwaukee, Reedsburg, and Prairie du Chien. Our multi-disciplined, team-based approach enables us to combine our areas of expertise to bring unique perspective to projects.

Having this broad range of in-house experience provides many benefits to our clients, including creative solutions, efficient project flow, and cost effective results. This capability, along with unmatched customer service, has helped us maintain consistent growth in a highly competitive field for almost 40 years.

Vierbicher's strength lies in our ability to provide an integrated suite of planning, community development, and economic development services within one focused team. The company has been working with municipal clients on community development projects for more than thirty years. We pride ourselves on the lasting relationships we have with our municipal and private clients.

Our comprehensive municipal planning experience in the Midwest runs across the spectrum of small villages of under 1000 population to completion of neighborhood planning projects for the City of Madison.





PROJECT
LEADER

Daniel Lindstrom, AICP



EDUCATION:

M.S. City and Regional
Planning
The Ohio State University (2009)

B.S. Urban and Regional Studies
The University of Wisconsin –
Green Bay (2007)

PROFESSIONAL EXPERIENCE

Vierbicher Associates, Inc.
Planner/Community
Development Consultant
(2015)

City of Green Bay
Planner II (2014)
Planner I (2009)

City of Dublin
Research and Design Assistant
(2008)

ACP Vision + Planning, Ltd.
Community Planning Intern
(2007)

PROFESSIONAL CERTIFICATIONS

American Institute of Certified
Planners (AICP)

Professional Affiliations

American Planning Association
Wisconsin Chapter of the
American Planning Association

Background Information

Daniel is a community planner with experience and knowledge in integrating participatory approaches to community development. Daniel's project experience includes comprehensive, downtown, corridor, area, and neighborhood planning, recreational area planning and grant writing. In addition, Daniel has extensive experience in project management, public participation planning, public meeting facilitation, design charrettes, site design and location studies, Geographic Information Systems (GIS) mapping, and a variety of economic development efforts.

His professional drive stems from finding the balance between community development, sustainability, and community design as seen through the lens of community participation. Daniel received his professional certification in 2012 from the American Institute of Certified Planners and regularly attends conferences and events hosted by the American Planning Association and the Wisconsin Chapter of the American Planning Association. Daniel regularly is a guest lecturer at local high schools and universities to discuss the field of participatory urban planning and design.

Daniel also spent the last 4 years as the Head Coach for the De Pere High School Swim Team.

Relevant Project Experience

MILO C HUENPFNER VA COMMUNITY BASED OUTPATIENT CLINIC SITE LOCATION STUDY
SCHREIBER FOODS CORPORATE HEADQUARTERS SITE LOCATION AND FIT STUDY
ASSOCIATED BANK DOWNTOWN GREEN BAY SITE LOCATION AND FIT STUDY
SEVERAL REGIONAL GROCERY STORE SITE LOCATION AND FIT STUDIES

Recent Projects

MUNICIPAL URBAN PLANNER, VARIOUS CITIES THROUGHOUT WISCONSIN
Project Manager

TID/TIF PLANNER, VARIOUS CITIES THROUGHOUT WISCONSIN
Project Manager

CITY OF WISCONSIN RAPIDS HOUSING STUDY, CITY OF WISCONSIN RAPIDS
Project Manager

UNIVERSITY AVENUE CORRIDOR BROWNFIELD REDEVELOPMENT PLAN, CITY OF GREEN BAY, WI - US EPA Brownfield Area Wide Plan Grantee
Project/Grant Manager

GRANDVIEW PLACE TRADITIONAL NEIGHBORHOOD, CITY OF GREEN BAY, WI
Project Planner



Project Experience

Community Development Team

Our community development team of six professionals specializes in market analysis, economic development, redevelopment, urban planning and design, and landscape architecture. Daniel Lindstrom will be the project leader for your location study. He will be assisted by other members of the planning team as needed. Daniel's full resume can be read on page four.

Representative Municipal Clients

- City of Stoughton, WI
- City of Madison, WI
- City of Monona, WI
- Village of Shorewood, WI
- City of Rhinelander, WI
- City of Lodi, WI
- Village of Shorewood Hills, WI
- City of Green Bay, WI
- City of Wisconsin Rapids, WI
- Village of Rock Island, IL
- City of Marshfield, WI
- City of Prairie du Chien, WI
- City of Sheboygan, WI
- Village of Hobart, WI

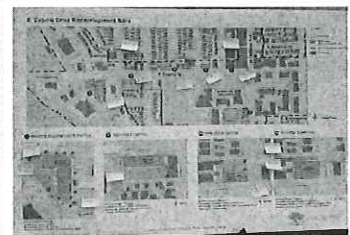
Representative Private Clients

- Lands' End, Inc.
- Veridian Homes
- Cabela's, Inc.
- T. Wall Properties
- Menard, Inc.
- Walgreens
- Helgesen Development
- Scot Industries
- Railroad Specialties
- Grede Foundries, Inc.
- Neumann Companies, Inc.
- Oakbrook Corporation

Village of Shorewood

The Village of Shorewood is a first-ring suburb of Milwaukee that had seen a significant amount of redevelopment along its commercial corridors since it adopted a Central District Master Plan in 2006. The Village was looking to update its Master Plan to reflect past successes and provide a fresh look at market conditions and redevelopment opportunities.

A key component of the Master Plan was creating ten location scenarios with development pro formas for selected sub-areas within the overall planning area. The ten site studies evaluated the feasibility of redevelopment at each location based on predetermined criteria and then ranked each site so that the Village could identify which opportunities to prioritize.



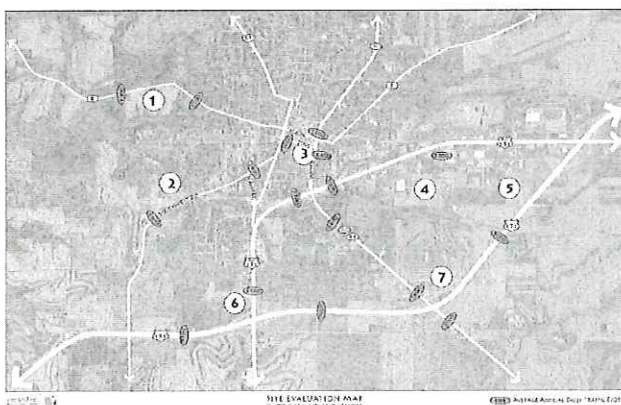
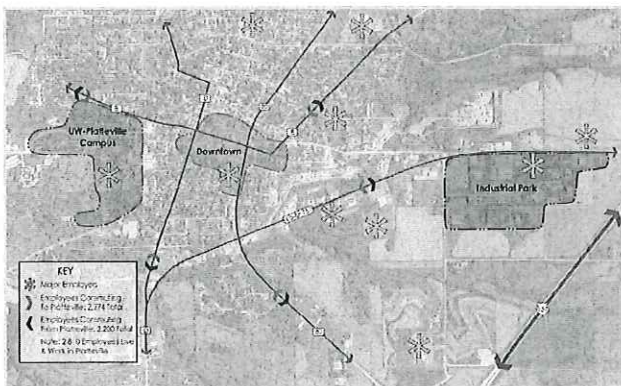


PROJECT EXPERIENCE

Platteville Innovation Center

As part of the University of Wisconsin's initiative to play a significant role in economic development of southwest Wisconsin, Vierbicher was retained to complete a location study and feasibility report which would serve as the foundation for establishing the facilities needed to foster greater collaboration, creativity, and technological advancement within the businesses, institutions and organizations that comprise the regional economy.

Following a deep assessment of the regional demand for such facilities and engaging with individuals and organizations that have a stake in the initiative we were able to identify potential site locations, determine partners and sponsors, establish reasonable estimates of development costs and phasing, identify potential funding sources and develop a realistic operations and management plan focused on achieving operational stability and viability within 3 years.

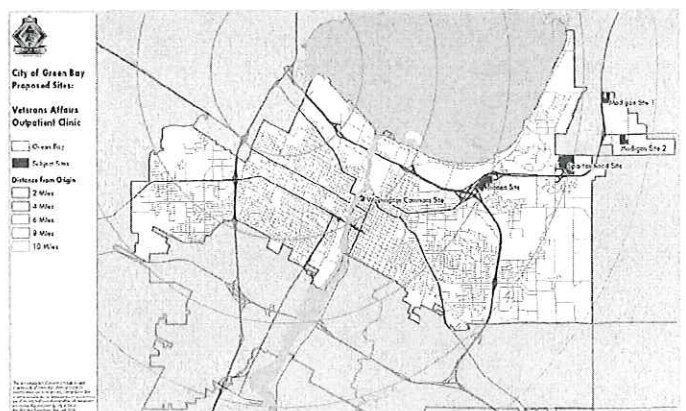
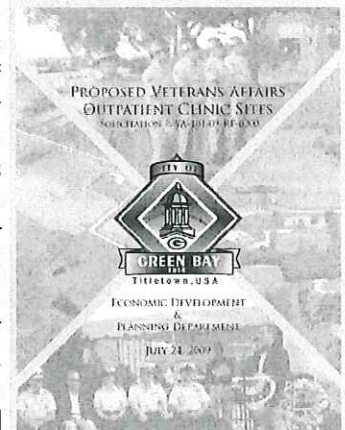


Daniel Lindstrom—Relevant Project Experience

Prior to joining Vierbicher, Daniel spent six years with the City of Green Bay Planning Department. In that time he routinely completed site location studies and site fit studies for various corporations looking to locate, relocate, or expand within the region. He utilized Multi-Criteria Decision Analysis (MCDA) to determine the best locations for each prospective entity and then presented the findings to site locators or representatives. Some of the more notable examples include:

Milo C Huempfer VA Community Based Outpatient Clinic Site Location

The healthcare and insurance industry has blossomed in the City of Green Bay over the past decade. It is one of the fastest growing industries in the region and the City is home to four nationally accredited hospitals. Daniel worked to evaluate five different sites within the City, ultimately highlighting a single site as the ideal location for a new VA Outpatient Clinic. The site was selected by the Veterans Administration and the \$60,000,000 development opened its doors in 2014 to serve thousands of veterans in northeast Wisconsin with first-class care without having to travel great distances.





PROJECT EXPERIENCE

Schreiber Foods Corporate Headquarters Site Location and Fit Study

Schreiber Foods has been an employment anchor in Downtown Green Bay for decades and in 2009 they informed the City of Green Bay they would be looking to consolidate several of their offices and a research and technology center into one location. Green Bay was faced with a decision to fight and retain the large downtown employer or let them move to a suburban campus location in the Village of Howard or the Village of Ashwaubenon.

Green Bay realized the impact a development of this magnitude would have on the resurgence of the downtown. Daniel worked to identify several sites in the downtown and quickly identified the site of the vacant Washington Commons Mall as the ideal location. Daniel then completed several site density studies and presented the findings with other City staff to their project team. Schreiber Foods ultimately decided to stay within the downtown and the \$60,000,000 redevelopment became a domino that would spur an additional \$80,000,000 of downtown redevelopment investment since 2012.

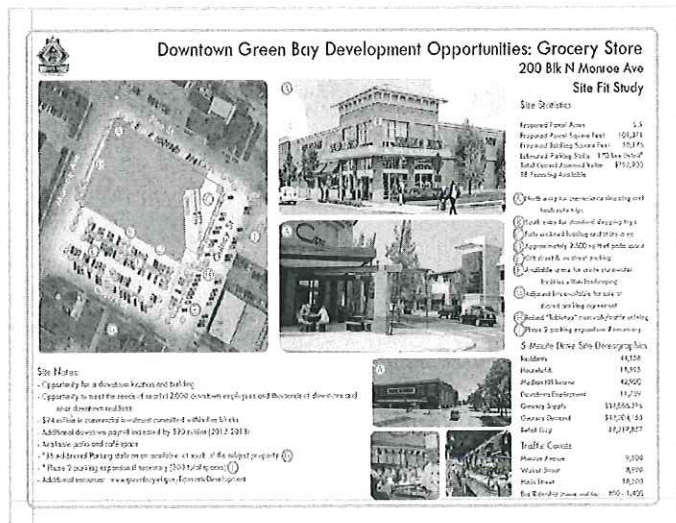
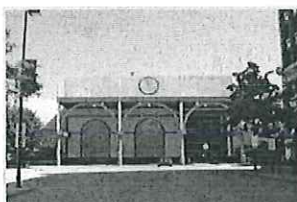
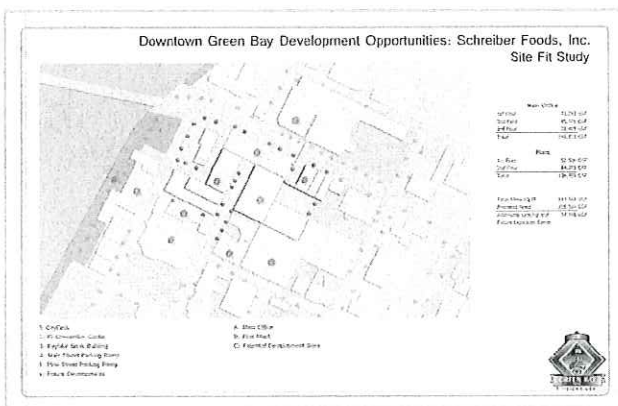
Associated Bank—Headquarters Site Location and Fit Study

Shortly after Schreiber Foods announced their decision to reinvest in downtown Green Bay, Associated Bank, another large regional employer, announced their decision to consolidate their offices and relocate in the downtown. Daniel again worked to complete a site location study and a site fit study. The decision was made to relocate and renovate an existing building within the downtown adjacent to the KI Convention Center and Schreiber Foods



Regional Grocery Store Site Location and Fit Studies

Several regional grocery store chains and a local grocery Co-Op expressed interest in downtown Green Bay. Daniel worked with each to identify their primary market factors and retail trade areas. Sites were selected by integrating their identified market factors into a Multi-Criteria Decision Analysis model. On several occasions Daniel then completed a site fit studies on their preferred locations.



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Project Understanding

A public facility, such as a community aquatic center, is an essential component to a thriving community. The siting of public facilities is often met with a variety of public opinion. Oftentimes community based facilities are an amenity that garners broad public support, but sometimes adjoining neighbors might be reluctant to accept these facilities based on real or perceived impacts.

Vierbicher understands each community is different and the process for siting a facility should be tailored directly to the needs of that community. Vierbicher also believes there are common elements that communities should strive to achieve when planning for these essential community facilities.

The facility location study process should strive to achieve the following elements or goals:

- Strive for the efficient use of community resources and land.
- Ensure location planning is responsive to the community needs and desires.
- Effectively engage the public when making site location decisions.
- Balance the community needs against the local impacts of the facility.
- Equitably distribute community access so no single area of the community benefits or suffers a greater proportion of the impacts.
- Coordinate facility location planning between civic and public institutions, including the possibility of co-locating facilities where appropriate.
- Work with partner agencies within the community to ensure that facility location planning is consistent with other long range land use plans and land use policies.

Furthermore, Vierbicher understands the City of De Pere has been discussing the feasibility of a pool replacement for many years. In 2014, the City completed a pool condition report/study for the two existing pools (Legion Park Swimming Pool and VFW Park Swimming Pool) and found that costs to maintain the aging community pools could be far greater than an eventual replacement.

This maintenance burden was further emphasized by the costly repairs required to the Legion Baby Pool in 2015 as a result of winter freeze damage and the cost to replace the drains in the pools as a result of the flow analysis required by the VGB Act. It is the City's intent to replace the pools with a single new aquatic facility located within the city.

However, this study does not come without challenges and several factors must be addressed during this process. The main factors include, but are not limited to;

- Evaluating the potential pool location with the desire to locate a facility that provides equal access (real and perceived) to both East and West De Pere residents.
- Understanding the implications of partnering with the Greater Green Bay Area YMCA on a location further from the city center and activity nodes to a location potentially closer to the future southern corridor bridge (preliminarily identified as Rockland Road/Red Maple Road or Heritage Road/Scheuring Road). The southern bridge corridor timeline has not been set thus adding an additional timing challenge to the process.
- Engaging the public, the YMCA, the school districts, and other community organization on the type of facility and amenities that would be best suited for the City of De Pere (indoor, outdoor, lap, recreational, etc).



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Project Approach

In order to complete the scope of work for this project efficiently and effectively, we will guide the process using Vierbicher's proven model for community development and site planning. Our approach is divided into four components which will enable a collaborative and thorough method for completing De Pere's Aquatic Facility Location Study within six months.

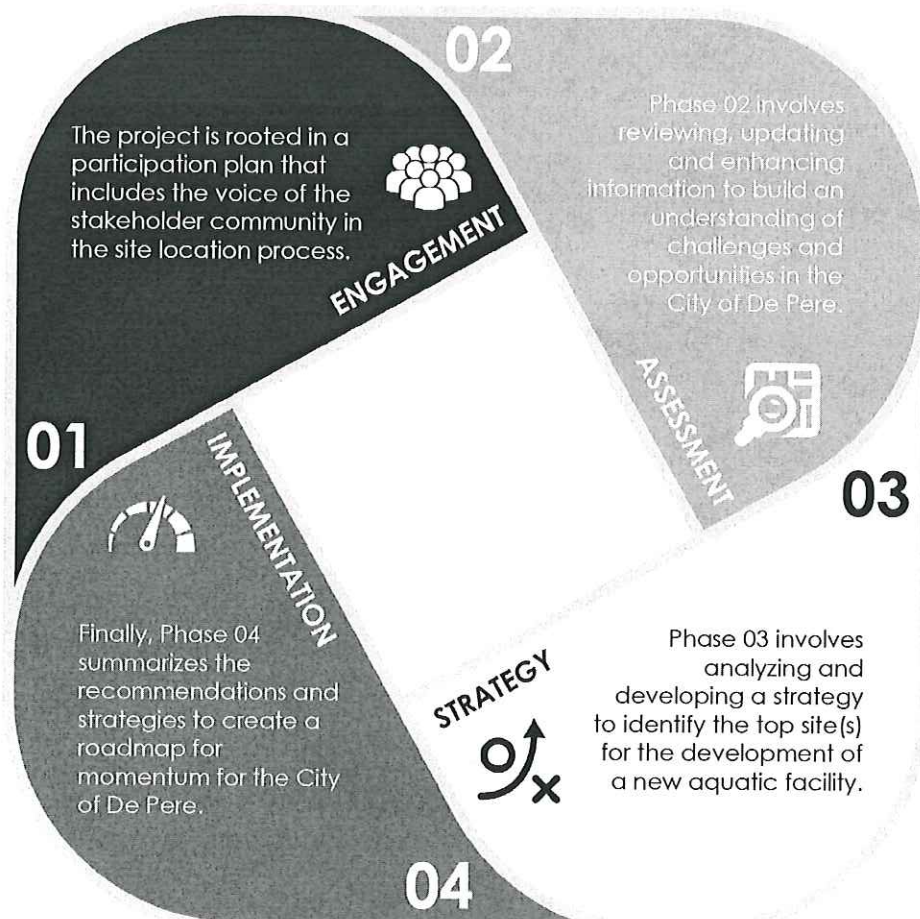
Our team's goal is to be a partner with the City of De Pere in this study effort. By building on community-wide engagement and site specific analysis, we will provide a coordinated and streamlined project experience. Together we will complete a study that incorporates several analysis techniques to help the City of De Pere achieve the best possible outcome – a future pool location plan that is supported by the

residents and community leaders.

Our approach **Engages** the public and stakeholders, **Assesses** the opportunities and challenges facing the project, identifies **Strategic** recommendations, and creates an **Implementation** plan to achieve the desired results.

Engagement. Assessment. Strategy. Implementation.
The EASI Model.

The following pages outline this proven approach used with many of our clients who have undertaken projects that required detailed research and in-depth public participation. We believe this process will yield the desired results for the City of De Pere.





PROJECT APPROACH

01 ENGAGEMENT

Goal

Stakeholder engagement is essential to a quality site location and planning process. Our proven planning framework establishes expectations and opportunities for involvement for City residents, civic organizations, City staff, the school districts, a project steering committee, and any City Committees of Jurisdiction (Board of Parks Commissioners, Plan Commission, etc).

Project Collaboration

At the project kick-off meeting Vierbicher's project team, City staff and the project steering committee will establish a clear expectation for communication and collaboration throughout the study.

Public Participation

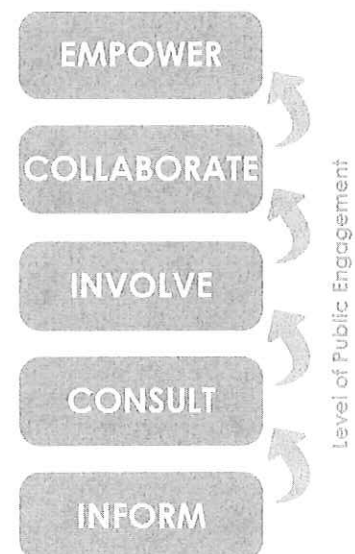
Stakeholder engagement begins with a well defined framework for including the voice of the community in the location study and planning process. We will establish a public participation plan at the kick-off meeting that will outline ways in which the community might participate (depending upon final scope defined in the consulting contract), including:

Task E.1 Online Survey : Vierbicher will prepare a public survey to gauge the desires and concerns of the public. The information gleaned from the questionnaire early in the process will help establish a baseline perspective into the community's needs and wants in an aquatic facility. This could also identify any outlying issues and opportunities that were not identified by the City staff or the consultant.

Task E.2 Stakeholder Interviews: Vierbicher will invite a variety of stakeholders to participate in telephone interviews to validate some of the compiled data and dive deeper into issues and opportunities. Stakeholder participants could include City staff, City Committees of Jurisdiction, and external community stakeholders.

Task E.3 Public Meeting 1 - Workshop: Vierbicher will host the first public workshop at the conclusion of the public survey and the preliminary review of the pre-determined locations. This meeting will outline the process being used to identify the site, clearly identify the expressed issues, and illustrate the need for the new facility. Vierbicher will present the general preselected areas of the City. This step could also include other areas if deemed worthy of research. This meeting will provide an opportunity for attendees to acknowledge and understand some of the current project dynamics, and provide input to establish evaluation criteria for the next phases.

Task E.4 Public Meeting 2 - Workshop: After incorporating the public input and insights from the first public meeting, Vierbicher will host a second public meeting focusing the discussion on a number of alternatives sites that were selected using the evaluation criteria set by a steering committee, City staff, and the public. We will explain the process used and will provide an opportunity for the community to offer additional insights and suggestions for further enhancement of the most favored site(s).





PROJECT APPROACH

Task E.5 Public Meeting 3 – Open House: The third public meeting will be an open house to present the priority sites. The study will be developed to a level of detail that offers residents a clear picture of the site(s) future use and enables citizens to provide informed feedback for final suggestions.

Each of the listed public engagements will enable members of the public to freely and openly discuss relevant concerns, raise questions, express objections, or suggest improvements and alternatives.

Task S.1 Analysis of Co-location Feasibility

Vierbicher will review and summarize the opportunities and challenges with co-locating a facility with the YMCA or other community organizations. This includes researching public reports and reaching out to other municipalities that have engaged in similar collaborative efforts. In addition, the process will involve stakeholder interviews with representatives from the City, local YMCA facility and aquatics directors, and other local experts to review the desired and optimal usage levels to maintain specific types of facilities.

02 ASSESSMENT

Goal

The goal of the Assessment phase is to understand the current issues and opportunities related to this project in the City of De Pere.

Task A.1 Prepare Public Engagement and Issues and Opportunities Findings Report

Vierbicher will utilize the information gathered during the public engagements, on-line survey, and the initial stakeholder interviews to create an initial assessment of the facts and opinions. This assessment report will be used in the next phase of the process.

Task S.2 Analysis of Location Alternatives

Vierbicher will work to review the preselected sites using Geographic Information System (GIS) based Multi-Criteria Decision Analysis (MCDA) utilizing weighted factors identified by the public, City staff, and the project steering committee. Vierbicher will also use the MCDA analysis to identify parcels or tracts of land that might not have been previously considered. The quantitative result of this analysis will be balanced with the qualitative research conducted during the public meetings and stakeholder interviews.

Reports, maps, and data will be prepared and presented to City staff and the steering committee throughout the process.

03 STRATEGY

Goal

During the Strategy phase we will focus on identifying the top site(s) for the development of a new aquatic facility. This process will use a two step approach.



PROJECT
APPROACH**04 IMPLEMENTATION****Goal**

The final phase summarizes all of the recommendations and strategies developed throughout the process and creates a roadmap for sustainable momentum for the City of De Pere.

Task I.1 Create Implementation Plan

Vierbicher will create an implementation strategy that will outline the next steps in the process and the responsible parties needed to complete each subsequent step.

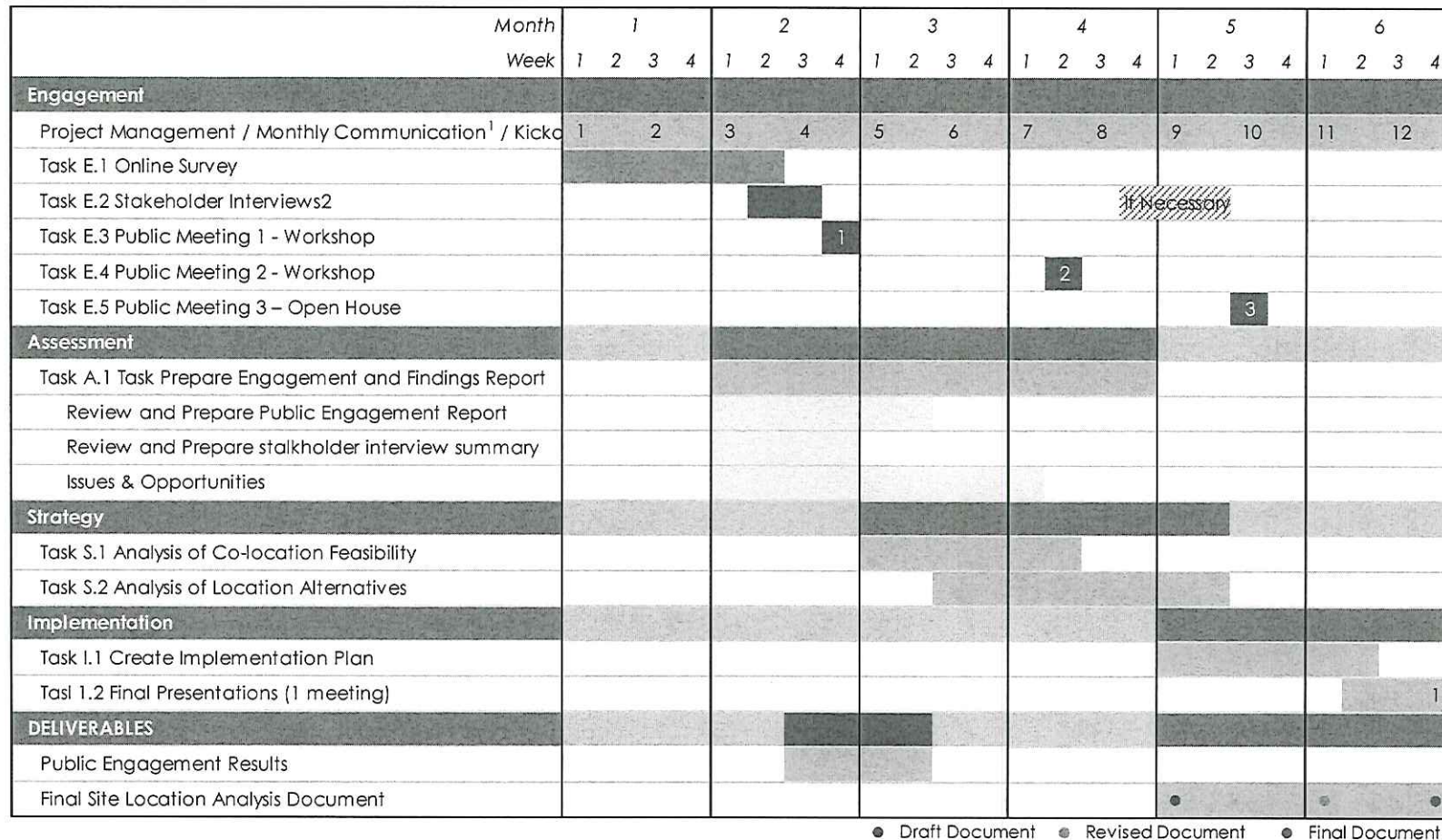
Task I.2 Final Presentation

After a thorough review from the steering committee and City staff, Vierbicher will present the final findings to the Park Board of Commissioners or the Common Council.

05 DELIVERABLES

1. Public engagement results.
2. Final site location analysis document

Project Timeline



Notes

¹ The project team and Steering Committee meetings could be in person (when such a meeting coincides with other public participation activities) or via tele-conference as needed.

² Stakeholder interview could include Common Council, Plan Commission, Committees of Jurisdiction, YMCA Board, or other civic associations.

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Fee Proposal

The proposed fee to complete the scope of work described herein is **\$17,500**. This fee was determined using Vierbicher's recommended planning process and public participation described in the scope of work.

A large portion of the total cost of the study results from the public participation element of the project. Additionally, many of the feasibility and analysis tasks need to be completed, regardless of the number of potential sites. Therefore, we have provided a cost per on-site meeting and a cost per individual location analysis so that you have an understanding of where variable costs may change once scope is finalized.

PHASE		FEE
01 Engagement		6,600
Project Kick-off (on-site)	\$1,150 per on-site meeting	
Online Survey (remote)	(Each on-site meeting includes	
Stakeholder Interviews (remote)	preparation, mileage and	
Public Meetings (3, on-site)	meeting duration.)	
02 Assessment		1,500
Data Review & Findings Report		
03 Strategy		7,600
Co-Location Feasibility Analysis	Includes six (6) sites at \$900 per site	
Location Alternatives Analysis	location analysis	
04 Implementation		1,800
Implementation Plan		
Final Presentation (on-site)		
TOTAL BUDGET		17,500

This fee includes mileage and printing as required to provide the scope of services described in this proposal.

Aquatic Facility Location Study

Analysis of Proposals:

Company	Staff Experience	Similar Projects	Plan Approach/Work Plan	Understanding of project	Fee Structure	Total
MSA	4/5/5 = 4.66	3/5/5 = 4.33	4/4/4 = 4.00	3/5/5 = 4.33	3/4/3 = 3.33	20.65
Ayres	3/3/4 = 3.33	3/3/4 = 3.33	3/1/1 = 1.66	3/1/1 = 1.66	3/3/3 = 3	12.98
Vierbicher	3/4/4 = 3.66	4/2/4 = 3.33	4/5/5 = 4.66	4/5/5 = 4.66	4/5/5 = 4.66	20.97

Rating Formula: 1- 5 points, 5 being the most

Staff Experience – 1- Staff cumulatively has no relevant experience, 3 – Some staff has relevant experience and/or have low staffing resources, 5 – Staff has relevant experience to location study and has high staffing resources.

Similar Projects – 1-Company has not worked on aquatic related projects or location study, 3 – Company has aquatic design/planning experience but does not have location study experience, or vice versa, 5 – Company has performed location studies for aquatic centers.

Plan Approach/Work Plan – 1- Company does not explain how they will accomplish project, 3 – Company provides highlights of how they will accomplish the project, but does not provide a specific timeline, 5 – Company provides a detailed outline and timeline of tasks they will use to complete project, and explains how they will analyze data.

Understanding of Project – 1-Company does not adequately relay their knowledge of our situation and project, 3 – Company provides a basic understanding of the project, 5 – Company demonstrates it understands the project and elements/factors associated with the project.

Fee Structure – 1-Fee structure is confusing and/or above the project budget, 3 – Fee structure is below or at the budget amount, however has added fees that make it tough to determine a true cost, 5 – Fee structure is defined and below project budget.

Summaries:

Ayres – Ayres has an excellent reputation. When reviewing their proposal, we noticed the following things. First, they did not highlight any experience related to conducting an aquatic location study. While they have aquatic design and planning experience, it was not clear they have done any location studies. They highlighted elements of analysis, however did not provide a detailed or systematic work plan in how they would accomplish our project. Included in their introduction, they gave a brief summary of their understanding of our situation. Their narrative did not do an above average job of communicating their understanding of our situation.

MSA – MSA was the consultant that the City worked with to perform the condition analysis of our pools. MSA has a large collection of professionals on staff to assist with this project. Aquatics appear to be a main priority in their business plan. While they listed many aquatic related projects, we did not notice any past experience in a Location Study. They have performed many design/planning projects and have performed several feasibility studies (which would be similar but not exact as a Location Study). MSA did a very good job of explaining their approach and provided a detailed timeline. While it appears MSA has a good understanding of our project, I don't think they did a good job of communicating it. Their detail in their timeline suggests they understand the project, however they did not elaborate on their understanding. The fee structure is high compared to our budget when you include all the "optional" costs.

Vierbicher – In reviewing their proposal, it appears this company has the most "direct" experience with regard to doing a Location Study. While they have very little experience with Aquatic Facilities, they are experienced in conducting Location studies for businesses and/or other municipal buildings. While they appear to have quality staff, it is unclear from the proposal on the amount of staffing resources they have. They do a very nice job of outlining their work plan, how they are going to do certain tasks, and putting it to a timeline. They also do a very good job of communicating their understanding of the project and what we are hoping to accomplish. With regard to their Fee Structure, they do fall in line with our budget.

Staff Recommendation: Staff recommends pursuing an agreement with Vierbicher.

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

MEETING DATE: February 2, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Vicki Scray
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 02-02-16 Operator License List.pdf (PDF)

CITY OF DE PERE -February 2, 2016

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	SCHUMACHER, JEREMY R.	301 N. 6TH ST.	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	KAUFERT, MELISSA A.	1600 N. LEONA ST.	APPLETON	WI	54911
2	KRAMER JR., WILLIAM A.	365 MAIN AVE., APT. 1	DE PERE	WI	54115
3	RASMUSSEN, CARRIE L.	40 WEIMAR CT.	APPLETON	WI	54915
4	SADOWSKI, MORGAN L.	1510 ST. AGNES DR.	GREEN BAY	WI	54304
5	SCHMIDT, AMBER N.	3901 EAST RIVER DR.	GREEN BAY	WI	54301

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

MEETING DATE: February 2, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 2-2-16 VOUCHERS (PDF)

1/27/2016 10:12 AM

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PAGE: 1

PACKET: 05043 FEB 2016 COUNCIL 1 2-2-16

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	I-12-3503	ACROSS THE STREET PRODUCTIONS	R	2/02/2016		2,772.00CR	077526	2,772.00
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	I-9046687073	AIRGAS USA LLC	R	2/02/2016		25.00CR	077527	
	I-9046882855	AIRGAS USA LLC	R	2/02/2016		224.00CR	077527	
	I-9932819600	AIRGAS USA LLC	R	2/02/2016		169.75CR	077527	
	I-9932819602	AIRGAS USA LLC	R	2/02/2016		93.52CR	077527	512.27
0007	AMBROSIUS SALES & SERVICE							
	I-96887	AMBROSIUS SALES & SERVICE	R	2/02/2016		76.98CR	077528	
	I-98826	AMBROSIUS SALES & SERVICE	R	2/02/2016		5.25CR	077528	82.23
0496	ASTRO HYDRAULICS INC							
	I-48503-1	ASTRO HYDRAULICS INC	R	2/02/2016		3,550.00CR	077529	3,550.00
0442	BADGER LABORATORIES & ENGINEERING							
	I-INV000064189	BADGER LABORATORIES & ENGINEER	R	2/02/2016		60.00CR	077530	60.00
0020	BADGERLAND PRINTING INC							
	I-26999	BADGERLAND PRINTING INC	R	2/02/2016		205.00CR	077531	
	I-27014	BADGERLAND PRINTING INC	R	2/02/2016		112.00CR	077531	
	I-27023	BADGERLAND PRINTING INC	R	2/02/2016		145.50CR	077531	
	I-27028	BADGERLAND PRINTING INC	R	2/02/2016		45.00CR	077531	
	I-27030	BADGERLAND PRINTING INC	R	2/02/2016		151.00CR	077531	658.50
0027	BAY TOWEL INC							
	I-2108659	BAY TOWEL INC	R	2/02/2016		45.16CR	077532	
	I-2108660	BAY TOWEL INC	R	2/02/2016		74.28CR	077532	
	I-2108661	BAY TOWEL INC	R	2/02/2016		39.87CR	077532	
	I-2110710	BAY TOWEL INC	R	2/02/2016		62.02CR	077532	
	I-2112141	BAY TOWEL INC	R	2/02/2016		45.16CR	077532	
	I-2112142	BAY TOWEL INC	R	2/02/2016		75.93CR	077532	342.42
7225	BECHER HOPPE ASSOC INC							
	I-19360	BECHER HOPPE ASSOC INC	R	2/02/2016		5,892.25CR	077533	5,892.25
0444	BEN MEADOWS CO INC							
	I-SI02169525	BEN MEADOWS CO INC	R	2/02/2016		48.38CR	077534	48.38

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	I-15-12 (1 FINAL)	BLUEMEL'S MAINTENANCE SERVICE,	R	2/02/2016		42,291.00CR	077536	42,291.00
2984	BROWN COUNTY TREASURER							
	I-2016-00000036	BROWN COUNTY TREASURER	R	2/02/2016		1,101.65CR	077537	1,101.65
6710	CADRE							
	I-163049	CADRE	R	2/02/2016		321.67CR	077538	321.67
6724	CARAHSOFT TECHNOLOGY CORP							
	I-7474408	CARAHSOFT TECHNOLOGY CORP	R	2/02/2016		11,400.00CR	077539	11,400.00
0115	CARQUEST AUTO PARTS LLC							
	I-6339-217439	CARQUEST AUTO PARTS LLC	R	2/02/2016		39.76CR	077540	39.76
0536	CDW GOVERNMENT INC							
	C-BQK9472	CDW GOVERNMENT INC	R	2/02/2016		710.04	077541	
	I-BFV5881	CDW GOVERNMENT INC	R	2/02/2016		26,764.77CR	077541	
	I-BQZ2925	CDW GOVERNMENT INC	R	2/02/2016		962.70CR	077541	
	I-BRN3046	CDW GOVERNMENT INC	R	2/02/2016		1,502.97CR	077541	
	I-BST1872	CDW GOVERNMENT INC	R	2/02/2016		593.93CR	077541	
	I-BTN1744	CDW GOVERNMENT INC	R	2/02/2016		16.76CR	077541	
	I-BTQ2754	CDW GOVERNMENT INC	R	2/02/2016		728.57CR	077541	
	I-BTQ2812	CDW GOVERNMENT INC	R	2/02/2016		728.57CR	077541	30,588.23
2708	CLEANING SOLUTION SERVICES INC							
	I-11308	CLEANING SOLUTION SERVICES INC	R	2/02/2016		1,375.00CR	077542	
	I-11309	CLEANING SOLUTION SERVICES INC	R	2/02/2016		1,732.00CR	077542	
	I-11335	CLEANING SOLUTION SERVICES INC	R	2/02/2016		84.57CR	077542	3,191.57
7337	COMPASS MINERALS AMERICA							
	I-71438629	COMPASS MINERALS AMERICA	R	2/02/2016		17,529.11CR	077543	17,529.11
0217	COUNTRY VISIONS COOPERATIVE							
	I-201601275571	COUNTRY VISIONS COOPERATIVE	R	2/02/2016		12.99CR	077544	12.99
6730	DAMARC							
	I-28241	DAMARC	R	2/02/2016		60.00CR	077545	60.00

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	I-12355001	ELMSTAR ELECTRIC CORP	R	2/02/2016		6,804.00CR	077547	6,804.00
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1794103	EMERGENCY MEDICAL PRODUCTS INC	R	2/02/2016		731.95CR	077548	731.95
7335	ENGINEER SUPPLY							
	I-2197341	ENGINEER SUPPLY	R	2/02/2016		157.98CR	077549	157.98
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-15091	FIRE APPARATUS & EQUIPMENT INC	R	2/02/2016		167.55CR	077550	167.55
0200	FIRST SUPPLY LLC							
	I-2544076-00	FIRST SUPPLY LLC - APPLETON	R	2/02/2016		121.44CR	077551	
	I-5322870-00	FIRST SUPPLY LLC	R	2/02/2016		101.55CR	077551	
	I-8223203-00	FIRST SUPPLY LLC - APPLETON	R	2/02/2016		49.80CR	077551	272.79
0098	FLY ME FLAG CO INC							
	I-7080	FLY ME FLAG CO INC	R	2/02/2016		837.60CR	077552	837.60
0105	FOX SPECIALITY COMPANY							
	I-32206	FOX SPECIALITY COMPANY	R	2/02/2016		263.35CR	077553	263.35
3655	FUN EXPRESS LLC							
	I-675670516-01	FUN EXPRESS LLC	R	2/02/2016		41.41CR	077554	41.41
0116	GRAINGER INC							
	I-9940096143	GRAINGER INC	R	2/02/2016		49.98CR	077555	49.98
0119	GREATER GREEN BAY CHAMBER							
	I-150434	GREATER GREEN BAY CHAMBER	R	2/02/2016		250.00CR	077556	
	I-150576	GREATER GREEN BAY CHAMBER	R	2/02/2016		3,938.00CR	077556	4,188.00
0124	GREEN BAY CITY TREASURER							
	I-104193	GREEN BAY CITY TREASURER	R	2/02/2016		35,991.75CR	077557	35,991.75
4902	HALRON LUBRICANTS INC							
	C-808847-00	HALRON LUBRICANTS INC	R	2/02/2016		40.00	077558	
	I-808640-00	HALRON LUBRICANTS INC	R	2/02/2016		1,420.25CR	077558	1,380.25

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	I-2737932	INDOFF INC	R	2/02/2016		26.43CR	077560	
	I-2741318	INDOFF INC	R	2/02/2016		123.16CR	077560	
	I-2742322	INDOFF INC	R	2/02/2016		19.40CR	077560	
	I-2743200	INDOFF INC	R	2/02/2016		26.28CR	077560	
	I-2743735	INDOFF INC	R	2/02/2016		319.50CR	077560	
	I-2746704	INDOFF INC	R	2/02/2016		38.67CR	077560	553.44
2602	JOSSART BROTHERS INC							
	I-9-135	JOSSART BROTHERS INC	R	2/02/2016		1,741.10CR	077561	
	I-9-136	JOSSART BROTHERS INC	R	2/02/2016		1,991.23CR	077561	3,732.33
1276	JX ENTERPRISES INC							
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	I-D-260080058	JX ENTERPRISES INC	R	2/02/2016		288.80CR	077562	
	I-D-260090004	JX ENTERPRISES INC	R	2/02/2016		20.14CR	077562	
	I-D-260110004	JX ENTERPRISES INC	R	2/02/2016		33.42CR	077562	
	I-D-260110032	JX ENTERPRISES INC	R	2/02/2016		10.68CR	077562	
	I-D-260110078	JX ENTERPRISES INC	R	2/02/2016		100.00CR	077562	
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	I-D-260130070	JX ENTERPRISES INC	R	2/02/2016		113.70CR	077562	
	I-D-260130108	JX ENTERPRISES INC	R	2/02/2016		57.13CR	077562	
	I-D-260150015	JX ENTERPRISES INC	R	2/02/2016		125.00CR	077562	
	I-D-260150045	JX ENTERPRISES INC	R	2/02/2016		34.10CR	077562	
	I-D-260180029	JX ENTERPRISES INC	R	2/02/2016		202.64CR	077562	
	I-D-260210085	JX ENTERPRISES INC	R	2/02/2016		7.52CR	077562	
	I-D-260220073	JX ENTERPRISES INC	R	2/02/2016		180.10CR	077562	
	I-D-260220098	JX ENTERPRISES INC	R	2/02/2016		99.98CR	077562	
	I-D-260220106	JX ENTERPRISES INC	R	2/02/2016		69.18CR	077562	1,823.84
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0149	KIMCO ENGRAVING INC							
	I-28049	KIMCO ENGRAVING INC	R	2/02/2016		96.40CR	077564	96.40
0156	LAWSON PRODUCTS INC							
	I-9303802232	LAWSON PRODUCTS INC	R	2/02/2016		856.42CR	077565	
	I-9303808985	LAWSON PRODUCTS INC	R	2/02/2016		95.21CR	077565	951.63

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	I-15-05 (5)	MARTELL CONSTRUCTION INC	R	2/02/2016		18,896.89CR	077567	18,896.89
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	I-77252	MENARDS INC	R	2/02/2016		17.94CR	077568	
	I-77628	MENARDS INC	R	2/02/2016		33.97CR	077568	
	I-77676	MENARDS INC	R	2/02/2016		113.43CR	077568	
	I-77903	MENARDS INC	R	2/02/2016		23.81CR	077568	
	I-77958	MENARDS INC	R	2/02/2016		29.82CR	077568	
	I-77964	MENARDS INC	R	2/02/2016		298.00CR	077568	
	I-78158	MENARDS INC	R	2/02/2016		112.94CR	077568	644.81
5818	MIDWEST WORKWEAR							
	I-37925	MIDWEST WORKWEAR	R	2/02/2016		159.96CR	077569	159.96
0076	NASSCO INC							
	I-S1992639.001	NASSCO INC	R	2/02/2016		145.28CR	077570	145.28
0531	NORTHEAST AUTO PARTS INC							
	I-307907	NORTHEAST AUTO PARTS INC	R	2/02/2016		29.38CR	077571	
	I-307909	NORTHEAST AUTO PARTS INC	R	2/02/2016		2.60CR	077571	
	I-307958	NORTHEAST AUTO PARTS INC	R	2/02/2016		14.76CR	077571	
	I-308008	NORTHEAST AUTO PARTS INC	R	2/02/2016		24.99CR	077571	
	I-308019	NORTHEAST AUTO PARTS INC	R	2/02/2016		83.98CR	077571	
	I-308185	NORTHEAST AUTO PARTS INC	R	2/02/2016		45.49CR	077571	201.20
3250	NORTHERN LAKE SERVICE							
	I-289157	NORTHERN LAKE SERVICE	R	2/02/2016		192.00CR	077572	192.00
5222	P J KORTENS & CO INC							
	I-10018243	P J KORTENS & CO INC	R	2/02/2016		5,675.39CR	077573	
	I-10018247	P J KORTENS & CO INC	R	2/02/2016		220.00CR	077573	5,895.39
0499	PACK AND SHIP LLC							
	I-201601275572	PACK AND SHIP LLC	R	2/02/2016		18.98CR	077574	18.98
0197	PACKER CITY INTERNATIONAL INC							
	I-X101036614:01	PACKER CITY INTERNATIONAL INC	R	2/02/2016		139.90CR	077575	
	I-X101036952:01	PACKER CITY INTERNATIONAL INC	R	2/02/2016		188.45CR	077575	
	I-X101037032:01	PACKER CITY INTERNATIONAL INC	R	2/02/2016		208.43CR	077575	
	I-X101037420:01	PACKER CITY INTERNATIONAL INC	R	2/02/2016		6.42CR	077575	543.20

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
3202	PHYSIO-CONTROL INC							
	I-116070632	PHYSIO-CONTROL INC	R	2/02/2016		655.64CR	077576	655.64
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-62317	PM SUPPLY - WRIGHT INDUSTRIAL	R	2/02/2016		268.88CR	077577	268.88
0208	POMP'S TIRE SERVICE INC							
	I-1010035375	POMP'S TIRE SERVICE INC	R	2/02/2016		711.12CR	077578	
	I-90029309	POMP'S TIRE SERVICE INC	R	2/02/2016		582.12CR	077578	1,293.24
0395	PRO ONE JANITORIAL INC							
	I-108736	PRO ONE JANITORIAL INC	R	2/02/2016		979.00CR	077579	979.00
6948	RAY'S TIRE							
	I-3-35839	RAY'S TIRE	R	2/02/2016		1,318.59CR	077580	
	I-3-35950	RAY'S TIRE	R	2/02/2016		376.74CR	077580	1,695.33
0227	REINDERS INC							
	I-1615425-00B	REINDERS INC	R	2/02/2016		2,118.67CR	077581	2,118.67
0234	SAINT NORBERT COLLEGE INC							
	I-LS42870	SAINT NORBERT COLLEGE INC	R	2/02/2016		50.00CR	077582	50.00
0235	SAINT VINCENT HOSPITAL							
	I-42502	SAINT VINCENT HOSPITAL	R	2/02/2016		128.00CR	077583	128.00
3545	SHORT ELLIOTT HENDRICKSON INC							
	I-308797	SHORT ELLIOTT HENDRICKSON INC	R	2/02/2016		6,017.07CR	077584	6,017.07
4094	STATE BAR OF WISCONSIN							
	I-1009802	STATE BAR OF WISCONSIN	R	2/02/2016		73.40CR	077585	
	I-1010012	STATE BAR OF WISCONSIN	R	2/02/2016		30.41CR	077585	103.81
0258	SUPERIOR CHEMICAL CORP							
	I-114018	SUPERIOR CHEMICAL CORP	R	2/02/2016		64.74CR	077586	64.74
4842	THOMSON REUTERS							
	I-833307627	THOMSON REUTERS	R	2/02/2016		426.57CR	077587	426.57
7336	TIGER SUPPLIES INC							
	I-206507-IN	TIGER SUPPLIES INC	R	2/02/2016		1,112.23CR	077588	1,112.23

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
5186	TOYS FOR TRUCKS							
	I-205662	TOYS FOR TRUCKS	R	2/02/2016		480.00CR	077589	480.00
0417	TWEET GAROT MECHANICAL INC							
	I-28679	TWEET GAROT MECHANICAL INC	R	2/02/2016		1,027.92CR	077590	
	I-28681	TWEET GAROT MECHANICAL INC	R	2/02/2016		334.91CR	077590	
	I-28683	TWEET GAROT MECHANICAL INC	R	2/02/2016		1,027.92CR	077590	
	I-28685	TWEET GAROT MECHANICAL INC	R	2/02/2016		1,628.19CR	077590	
	I-28689	TWEET GAROT MECHANICAL INC	R	2/02/2016		2,117.50CR	077590	6,136.44
0272	UNIFORM SHOPPE INC							
	I-251083	UNIFORM SHOPPE INC	R	2/02/2016		79.90CR	077591	
	I-251114	UNIFORM SHOPPE INC	R	2/02/2016		274.70CR	077591	354.60
7071	USIC LOCATING SERVICES LLC							
	I-154981	USIC LOCATING SERVICES LLC	R	2/02/2016		48.00CR	077592	
	I-159550	USIC LOCATING SERVICES LLC	R	2/02/2016		156.00CR	077592	204.00
3707	VIKING ELECTRIC SUPPLY							
	I-1054326	VIKING ELECTRIC SUPPLY	R	2/02/2016		893.16CR	077593	893.16
0238	WAUSAU EQUIPMENT CO INC							
	I-5206141	WAUSAU EQUIPMENT CO INC	R	2/02/2016		325.51CR	077594	
	I-5207426	WAUSAU EQUIPMENT CO INC	R	2/02/2016		164.67CR	077594	
	I-5209983	WAUSAU EQUIPMENT CO INC	R	2/02/2016		212.95CR	077594	703.13
1523	WI AMATEUR SOFTBALL ASSOC INC							
	I-2016-002	WI AMATEUR SOFTBALL ASSOC INC	R	2/02/2016		48.00CR	077595	48.00
2645	WI DEPT OF JUSTICE							
	I-201601275568	WI DEPT OF JUSTICE	R	2/02/2016		28.00CR	077596	28.00
0537	WI EMERGENCY MNGMT/SERB							
	I-191546	WI EMERGENCY MNGMT/SERB	R	2/02/2016		205.00CR	077597	
	I-191550	WI EMERGENCY MNGMT/SERB	R	2/02/2016		205.00CR	077597	
	I-191553	WI EMERGENCY MNGMT/SERB	R	2/02/2016		205.00CR	077597	
	I-191558	WI EMERGENCY MNGMT/SERB	R	2/02/2016		205.00CR	077597	
	I-19554	WI EMERGENCY MNGMT/SERB	R	2/02/2016		205.00CR	077597	
	I-19556	WI EMERGENCY MNGMT/SERB	R	2/02/2016		205.00CR	077597	
	I-19557	WI EMERGENCY MNGMT/SERB	R	2/02/2016		205.00CR	077597	1,435.00
1393	WI SOCIETY OF FIRE SERVICE INSTRUCT							
	I-2255	WI SOCIETY OF FIRE SERVICE INS	R	2/02/2016		65.00CR	077598	65.00

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 VENDOR SET: 01
 BANK : AP ASSOCIATED

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

* * T O T A L S * *			NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:			73	0.00	231,042.67	231,042.67
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:			74	0.00	231,042.67	231,042.67

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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 VENDOR SET: 01
 BANK : AP ASSOCIATED

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT

100	2/2016	100,644.99CR
201	2/2016	392.84CR
208	2/2016	221.40CR
209	2/2016	11,400.00CR
405	2/2016	67,080.14CR
415	2/2016	32,781.84CR
601	2/2016	12,480.62CR
650	2/2016	6,040.84CR
=====		
ALL		231,042.67CR

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