Common Council

Regular Meeting

335 South Broadway
De Pere, WI 54115
http://www.de-pere.org

Agenda

Tuesday, January 6, 2015 | 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 **January 6, 2015** 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 December 16, 2014 Common Council Meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Recommendation from the Board of Park Commissioners to consider the Old Bridge Approach location to become part of the De Pere Park System.
6. Recommendation from the Board of Park Commissioners to accept a $260 donation from De Pere Area Men's Club to Recreation Scholarship Program.
7. Recommendation from the License Committee to Approve an Application for Change of Agent for the Landing Bar & Grill, LLC.
8. Recommendation from the Plan Commission to approve the CSM Application for a single lot and single outlot CSM in the City of De Pere on Heritage Road. Applicant: City of De Pere.

   A. Resolution #15-02, Authorizing Transfer of Property to Flex, LLC.
9. Ordinance #15-01 (Formerly Ordinance #14-19), Repealing and Recreating Chapter 106 De Pere Municipal Code Regarding Licenses and Permits and Related Ordinance Revisions (Second Reading).
10. Ordinance #15-02, Amending §106-6(a)(2)B De Pere Municipal Code Regarding Sidewalk Cafe Permits.
11. Ordinance #15-03 (Formerly Ordinance #14-18), Rezoning Certain Property (Parcels WD-52, WD-59 and Part of WD-60) (Tabled at 12-16-14 Council meeting).
12. Ordinance #15-04, Amending §146-8 De Pere Municipal Code Regarding Lot Line Noise Regulation.
13. Ordinance #15-05, Amending §106-6 De Pere Municipal Code Regarding Special Variance Permit for Noise Ordinance Exceedance.
14. Resolution #15-01, Setting Fee for Special Variance Permit for Noise Ordinance Exceedance.

15. Resolution #15-03, Authorizing Mutual Release Agreement Between the City of De Pere and the West De Pere School District (Southwest Park Six Acre Parcel).
16. Resolution #15-04, Authorizing Agreement for Consultant Services Between the City of De Pere and Ayres Associates Inc (Dog Park Wetland Permit).
17. Resolution #15-05, Authorizing Street Name Change (Renkins Court to Renkens Court).
18. Voucher Approval.
19. Operator License Applications.
20. Future agenda items.
21. Adjournment.

Lawrence M. Delo
City Administrator

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, 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

Elizabeth Vandeyacht

Kevin McDonell, Commonwealth Development Corp

Ashland Properties LLC

Brown County

C & Y DP Properties LLC

Cooperative Educational Service Agency #7

Craig J & Elizabeth Vanden Elzen

Elsie F Hussin

Feaker & Sons Co Inc

Gerald L & Sandra V Bos

GTO Investments LLC

Joanne P Bamke Revocable Living Trust Etal

John & Lydia G Parlow
Kenneth P Binsfeld
Linda M Turriff
Loretta K Barber
Nicholas Brice
Regan S Budek
Richard E & Jill M Delforge
Venture VI Group LLC
Village of Ashwaubenon
Wisconsin Central Ltd, C/O Accounts Payable
Wisconsin Public Service, Attn: Real Estate
Bryan Vanderbloomen, Replay Sports Bar & Grill
John R. Zegers, West De Pere School District
Ayres Associates

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 6, 2015**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Defnet**
SUBJECT:	**Approval of the Minutes of the December 16, 2014 Common Council Meeting.**

ATTACHMENTS:

- 12-16-2014 Common Council Meeting(DOC)

Common Council

335 South Broadway
De Pere, WI 54115
http://www.de-pere.org

Regular Meeting

Draft Minutes

Tuesday, December 16, 2014 7:30 PM De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on December 16, 2014 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

2. Pledge of allegiance to the Flag.

3. Approval of the Minutes of the December 2, 2014 Common Council Meeting.

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

4. A Public Hearing to act on a rezoning request for Parcels WD-52, WD-59 and part of WD-60 from General Industrial District to Residence District with a Planned Development Overlay.

At this time, Mayor Walsh wished everyone a very Merry Christmas and a Happy New Year.

A. Notice of Public Hearing.

Clerk-Treasurer Shana Defnet announced that the public hearing was published in the Green Bay Press Gazette on November 26 and December 3, 2014.

B. Recommendation from the Plan Commission.

City Planner Ken Pabich stated that Plan Commission recommended approval of the rezoning. He explained that this is a two stage process; if the rezoning is approved, a precise implementation plan will have to be approved by the Plan Commission and the Common Council. He reviewed the general plan for the proposed multi-family development.
Mayor Walsh declared the public hearing open. Bryan Vander Bloomen came forward to speak. He stated that he is the owner of Replay Sports Bar and Grill and is against the rezoning of this area for residential use. He uses the outdoor area for live music and the rezone to residential will hinder his business; the outdoor music will exceed the allowable noise level. Mayor Walsh declared the public hearing closed.

Attachment: 12-16-2014 Common Council Meeting (2979 : Approval of the Minutes of the December 16, 2014 Common Council Meeting.)

C. Ordinance #14-18, Rezoning Certain Property (Parcels WD-52, WD-59 and Part of WD-60).

Alderperson Crevier requested clarification on the noise ordinance and how it will affect the rezone. Discussion followed regarding the location of the bar to the new apartments and the decibel limits. Alderperson Rafferty moved, seconded by Alderperson Crevier to open the meeting. Upon vote, motion carried unanimously. Bryan Vander Bloomen came forward to answer questions from the Council. Alderperson Rafferty moved, seconded by Alderperson Crevier to close the meeting. Upon vote, motion carried unanimously. Discussion followed regarding a noise permitting process and the project itself. Alderperson Lueck moved, seconded by Alderperson Boyd to open the meeting. Upon vote, motion carried unanimously. Kevin McDonell, Vice President of CommonWealth, explained to the Council that zoning needed to be in place by the end of January for the project to move forward. Bryan Vander Bloomen stated that if a permitting process is put into place he will be satisfied. Alderperson Crevier moved, seconded by Alderperson Boyd to close the meeting. Upon vote, motion carried unanimously. Alderperson Kneiszel moved, seconded by Alderperson Donovan to table the Ordinance. Upon vote, motion carried unanimously.

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

5. A Public Hearing to act on a Conditional Use to allow 405 Grant Street to be used by Saint Norbert College for Campus Department use on the first two floors and student housing on the third floor.

A. Notice of Public Hearing.

Clerk-Treasurer Shana Defnet announced that the public hearing was published in the Green Bay Press Gazette on November 26, 2014.

B. Recommendation from the Plan Commission.

City Planner Ken Pabich stated that Plan Commission recommended approval of the conditional use permit. Mayor Walsh declared the public hearing open; no one wished to speak and the public hearing was closed.

C. Resolution #14-128, Authorizing and Approving a Conditional Use Permit (Parcel WD-646).

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

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

Attachment: 12-16-2014 Common Council Meeting (2979 : Approval of the Minutes of the December 16, 2014 Common Council Meeting.)

Mayor Walsh announced that there was no quorum for the December 16, 2014 7:00 p.m. License Committee Meeting and the items on that agenda will be placed on the January 6, 2015 License Committee Agenda.

7. Introduction of Fire Chief, Dennis Rubin.

   Fire Chief Dennis Rubin introduced himself to the Council. Mayor Walsh introduced Germantown Fire Chief Gary Weiss, who came to show his support for Chief Rubin.

8. Recognition of placement on National Register of Historic Places for 622 George Street and 106 S Broadway.

   Jerry Turba and Kathryn Royle came forward to receive their plaques from Mayor Walsh.

9. Recommendation from the Finance/Personnel Committee to approve donation from Culver's.

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

10. Recommendation from Finance/Personnel Committee to approve the 2015 Pay Recommendations for Part-Time & Seasonal Employees.

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

11. Ordinance #14-19, Repealing and Recreating Chapter 106 De Pere Municipal Code Regarding Licenses and Permits and Related Ordinance Revisions.

    Alderperson Kneiszel stated that he opposes this ordinance due to certain approvals being removed from committee control and performed by City Staff instead. Alderperson Crevier agreed, but stated that there are still guidelines in place that staff has to follow and for that he will vote in favor of the ordinance. Upon vote, motion carried with Alderperson Kneiszel voting nay and a second reading of the ordinance will be required at the January 6th Council Meeting.

RESULT:	**ADOPTED [5 TO 1] Second Reading Required**
MOVER:	Scott Crevier, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Boyd, Crevier, Donovan, Lueck, Rafferty
NAYS:	Jim Kneiszel
EXCUSED:	Kevin Bauer, Dean Raasch

12. Ordinance #14-20, Regarding Penalties for Violations of Various Municipal Code Provisions and Regarding License/Permit Fees.

Attachment: 12-16-2014 Common Council Meeting (2979 : Approval of the Minutes of the December 16, 2014 Common Council Meeting.)

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

13. Resolution #14-129, Authorizing Facade Improvement Grants to 365 Main Avenue and 123 South Broadway Street.

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

14. Resolution #14-130, Authorizing Agreement for Consultant Services Between the City of De Pere and Robert E. Lee & Associates, Inc. (Phase I and Geotechnical Services - 102 N Broadway).

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

15. Resolution #14-131, Authorizing Agreement for Services Between the City of De Pere and RailWorks Track Systems, Inc.

    Alderperson Donovan stated that he would like to see this discussed before extending beyond the one year contract.

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

16. Resolution #14-132, Authorizing Second Amendment to Lease Agreement (Brown County Ice Management, Inc.).

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

17. Resolution #14-133, Authorizing License Agreement and System Support Agreement Between Titan Public Safety Solutions, L.L.C. and the City of De Pere.

Attachment: 12-16-2014 Common Council Meeting (2979 : Approval of the Minutes of the December 16, 2014 Common Council Meeting.)

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

18. Resolution #14-134, Revising Sewer Service Rates (December 2014).

RESULT:	**ADOPTED [5 TO 1]**
MOVER:	Larry Lueck, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Crevier, Donovan, Kneiszel, Lueck
NAYS:	Lisa Rafferty
EXCUSED:	Kevin Bauer, Dean Raasch

19. Resolution #14-135, Authorizing Commercial Plumbing Inspector Employment Agreement with Allen G. Farvour.

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

20. Resolution #14-136, Ratifying and Accepting Wisconsin Internet Crimes Against Children Task Force Grant.

Chief Derek Beiderwieden explained the software the Police Department will be purchasing with it. The software captures data from computers, smartphones, and other devices when investigating crimes against children. The Police Department currently uses the City of Green Bay or Brown County software to capture this data.

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

21. Resolution # 14-137, Amending Addendum D of the City of De Pere Employee Policy Manual (Seasonal Hiring).

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

22. Resolution #14-138, Establishing New Municipal Court Bond Schedule.

City Attorney Judy Schmidt Lehman reviewed two corrections to the resolution.

Attachment: 12-16-2014 Common Council Meeting (2979 : Approval of the Minutes of the December 16, 2014 Common Council Meeting.)

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

23. Resolution #14-139, Authorizing Certain Fees for Health Department Services.

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

24. Resolution #14-140, Regarding De Pere Parks, Recreation and Forestry Recreation Programs, Swimming Pool and Community Center Fees 2015.

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

25. Resolution #14-141, Regarding Certain Fees.

The Council discussed certain fee increases with Building Inspector Dave Hongisto.

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

26. Voucher Approval.

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

27. Operator License Applications. No action taken.

28. Future agenda items. None.

29. Adjournment. Alderperson Rafferty moved, seconded by Alderperson Kneiszel to adjourn the meeting at 8:45 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Defnet, Clerk-Treasurer

Attachment: 12-16-2014 Common Council Meeting (2979 : Approval of the Minutes of the December 16, 2014 Common Council Meeting.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 6, 2015**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to consider the Old Bridge Approach location to become part of the De Pere Park System.**

The Board of Park Commissioners was asked by the City Council to review the use of the property known as the "old bridge approach". The Board was specifically asked to consider the property and whether it should become part of the De Pere Park System, and did so at their meeting on Thursday, December 18.

The Board of Park Commissioners is recommending the location become part of the De Pere Park System. Because of the complexity of the site, the board did not elaborate past recommending it become a park site. There was no discussion or recommendations on design, or types of use for the site.

ATTACHMENTS:

- Memo.bridge approach.dec 14 (DOCX)
- Exhibits (PDF)

CITY OF DE PERE

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

December 18, 2013

To: Board of Park Commissioners

From: Marty Kosobucki, Parks Director
Ken Pabich, Planning Director

Re: Former Bridge Approach

The City Council has referred this topic to the Board of Park Commissioners to consider making the site part of the City park system. The task asked of the Board of Park Commissioners is to determine if the site should be a park, and if so, include recommendations on its type of use (ie. passive or active). The Park Board is not being asked to take the discussion any further at this point. To help with your task, we have provided some basic information on the site and some of its history.

Site Description

With the recent purchase by the City, the former right of way has now be converted into a legal tax parcel, ED-776 (please see Exhibit A). ED-776 is a single tax parcel but it is two pieces of property separated by the alley right of way running north and south. The piece adjacent to Broadway is 14,505 sq ft and the piece adjacent to Front Street is 7,295 sq ft for a total of 21,800 sq ft of property.

It is important to note that the site does not include the right of the way to the south which is the old George Street right of way (please see Exhibit B). This area remains right of way at this time. If this area of right of way were to be vacated the northern 30 feet would be attached to ED-776 and the southern 30 feet would be attached to ED-798 and ED-783 (which are not owned by the City).

Site Information/Restrictions/History

The following information is provided to help the Commissioners understand existing site conditions.

1. **Use Restriction**: The City purchased the property from the WisDOT with a restriction that the site remains for public use. WisDOT defines public use as the following from there manual:

   Departmental policy defines private sale for public use as one in which 1) the land is being conveyed to a public entity, not for profit; 2) it benefits a significant group of people (a cross section of the population, not benefiting a specific special interest group); 3) it is not to be

Attachment: Memo.bridge approach.dec 14 (2974 : Recommendation from the Board of Park Commissioners to consider the Old Bridge

purchased for profit by another entity (public or private), with profit not to be generated either through the sale price or its long term intended public use; 4) the land is conveyed contingent upon the public use identified and ownership remains in the name of the public entity to preserve all of the above conditions.

2. **Can the restriction be removed?** If the City wanted to convert some part of the site to a use that would not meet the restriction above, the City would need to have that area appraised and pay the different in land value to the WisDOT. If the area remains in a public use there is no need to remove the restriction.

3. **Existing use:** The piece adjacent to Broadway is half grass and half parking. The piece adjacent to Front Street is all part of the parking lot. There is no requirement that this area remain as parking.

4. **Can the Alley be vacated?** The alley could be vacated; however there are two items would need to be addressed. First, access would need to be provided to Front Street along the north side of the site (see Exhibit C). Second, there are existing utilities that run in the Alley (see Exhibit C). An easement would to be maintained for the utilities.

5. **Could the utilities be relocated?** The City utilities could be relocated; however staff has not determined any cost related to the relocation. The City would need to do research to determine if any other utility easements exist with the Alley.

6. **Archeological / Physical Properties:** The property has been cleared by the State Historical Society from any archeological issue. There are no other natural restrictions to the site (ie no wetlands, no flood plain, etc). Please note that the site does have a significant elevation change from Broadway to Front Street.

7. **Existing City Planning Documents:**
   The City has several documents that look at and consider the future use of this location. The City Comprehensive Plan and the Downtown Master Plan have both considered input in the future of the site.

8. **Items to Note**:

   a. Front Street: There is direct access to the Fox River. There is an existing green space and also a concrete viewing area directly across from the site. This area is considered right of way.

To reiterate the task at hand, the City Council has asked for input from the Board of Park Commissioners to determine if the old bridge approach site should become part of the City's Park System. And if the recommendation is to include the location in our park system, do we recommend passive or active uses.

Should you have any questions or concerns prior to the meeting please do not hesitate to contact either of us. Thank you for your time and consideration in this matter.

Attachment: Memo.bridge approach.dec 14 (2974 : Recommendation from the Board of Park Commissioners to consider the Old Bridge

Exhibit A: Site Location Parcel ED-776

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

N W

12/09/20

Scale 1:

Exhibit B: George Street Right of Way

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

N

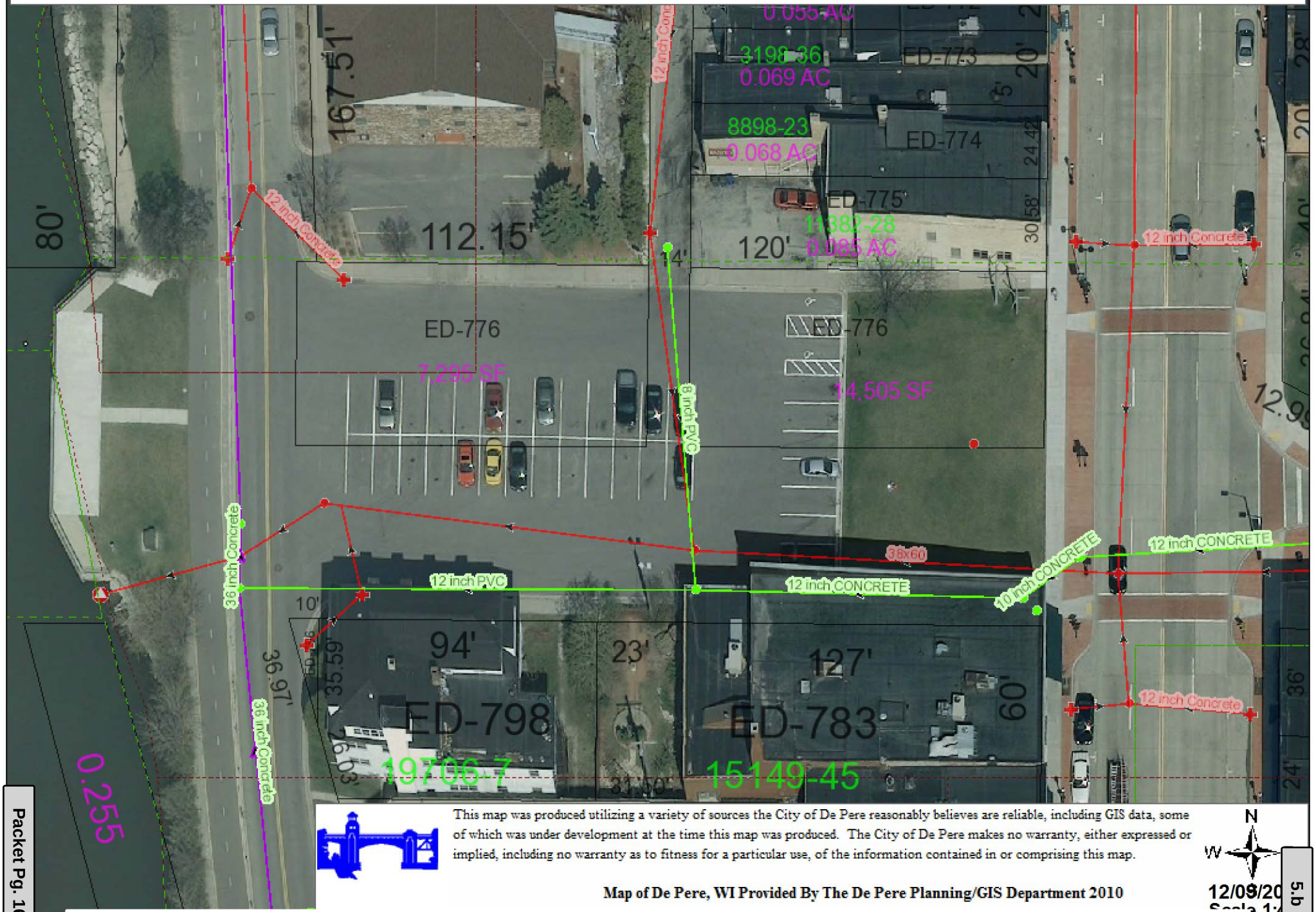
W

12/09/20

Scale 1:

Attachment: Exhibits (2974 : Recommendation from the Board of Park Commissioners to consider the Old Bridge Approach location to)

Exhibit C: Alley Access & Utilities



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 6, 2015**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to accept a $260 donation from De Pere Area Men's Club to Recreation Scholarship Program.**

Staff is seeking approval to accept a $260 donation from the De Pere Area Men's Club to the Recreation Scholarship Program. To date, this program has awarded 106 scholarships to youth/families in our community for participation in city sponsored recreation programs, co-sponsored sports programs or pool passes for families to enjoy!

Current balance in our account is $20,138.40.

Thank you for your time and consideration.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 6, 2015**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Vicki Scray**
SUBJECT:	**Recommendation from the License Committee to Approve an Application for Change of Agent for the Landing Bar & Grill, LLC.**

ATTACHMENTS:

- change of agent (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

Applicant's Wisconsin Seller's Permit Number:	456102818827-0
Federal Employer Identification Number (FEIN):	46-2472479

LICENSE REQUESTED ▶

TYPE	FEE
☐ Class A beer	$
☑ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☑ Class B liquor	$
☐ Reserve Class B liquor	$
Publication fee	$ N/C
TOTAL FEE	$ N/C

For the license period beginning Dec. 17, 2014 20 June30,2015
ending _____ 20 _____

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☑ City of De Pere

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

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☒ LIMITED LIABILITY COMPANY ☐ CORPORATION/NONPROFIT ORGANIZATION
hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ The Landing Bar & Grill, 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	President	Elizabeth A Vandeyacht	11463 Sunset Bch Rd.	Suamico, WI 54173
Vice President/Member				
Secretary/Member				
Treasurer/Member				
Agent ▶	Elizabeth A. Vandeyacht			
Directors/Managers				

3. Trade Name ▶ The Landing Bar & Grill Business Phone Number 920-983
4. Address of Premises ▶ 1605 Fort Howard Ave, Suite C Post Office & Zip Code ▶ De Pere WI 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☑ No
6. Is the applicant an employe 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 Wisconsin and date 04/02/13 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☑ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☑ Yes ☐ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Bar, Cooler, Storage Area, outside Bar area.
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? The Landing Bar & Grill LLC
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☑ Yes ☐ No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] ☑ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☑ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 17th day of December, 20 14

X Elizabeth A Vandeyacht
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

_____
(Clerk/Notary Public)

My commission expires May 31, 2015

_____
(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 12-17-14	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

DJ Convenience LLC 1605 Hall Howard Ave.
DePere, WI

601 Lawe St + 400 W 10th St. } Kaukauna, WI

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 6, 2015**
DEPARTMENT:	**Planning**
FROM:	**Ken Pabich**
SUBJECT:	**Recommendation from the Plan Commission to approve the CSM Application for a single lot and single outlot CSM in the City of De Pere on Heritage Road. Applicant: City of De Pere.**

ATTACHMENTS:

- PC_Staff_Memo_CSM (PDF)
- City_Belmark_CSM (PDF)

Item #4: **Review the CSM Application for a single lot and single outlot CSM in the City of De Pere on Heritage Road. Applicant: City of De Pere.***

Robert E Lee has completed a CSM with a single lot and single outlot which includes both property owned by Belmark and the City of De Pere. The CSM is being completed as part of the storm water project that was done by the City in 2012. Please note two items as they relate to the CSM:

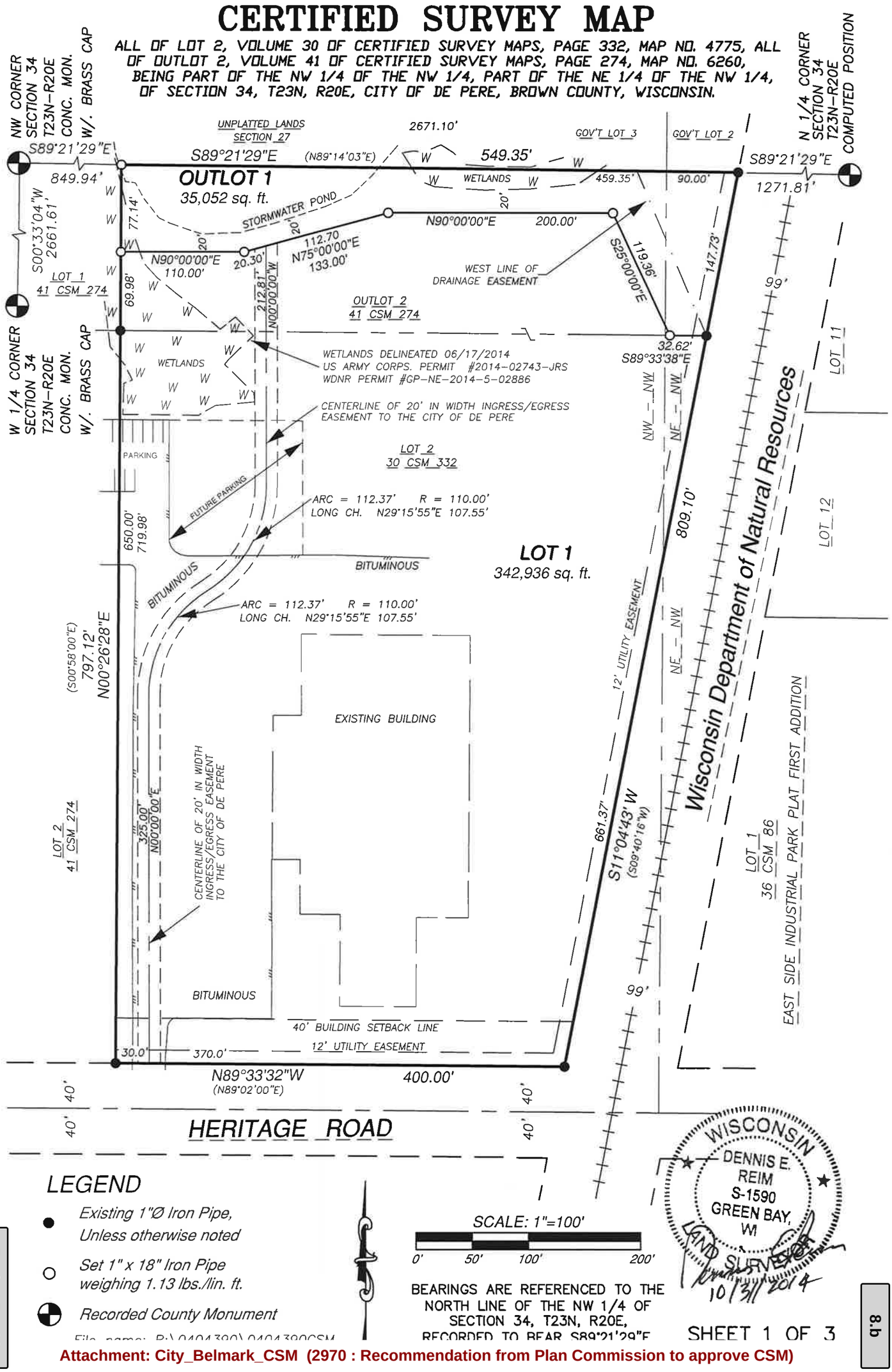
1. There is an easement provided by Belmark to the City for access to the pond for future maintenance.
2. Just south of Outlot 1, the City still owns a piece of the property. This property must be deeded to Belmark before the CSM is recorded. The City Council needs to approve both the CSM and deeding of the property.

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

Attachment: PC_Staff_Memo_CSM (2970 : Recommendation from Plan Commission to approve CSM)

CERTIFIED SURVEY MAP

ALL OF LOT 2, VOLUME 30 OF CERTIFIED SURVEY MAPS, PAGE 332, MAP NO. 4775, ALL OF OUTLOT 2, VOLUME 41 OF CERTIFIED SURVEY MAPS, PAGE 274, MAP NO. 6260, BEING PART OF THE NW 1/4 OF THE NW 1/4, PART OF THE NE 1/4 OF THE NW 1/4, OF SECTION 34, T23N, R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



LEGEND

- ● *Existing 1"Ø Iron Pipe, Unless otherwise noted*
- ○ *Set 1" x 18" Iron Pipe weighing 1.13 lbs./lin. ft.*
- ⊕ *Recorded County Monument*

SCALE: 1"=100'

0' 50' 100' 200'

BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NW 1/4 OF SECTION 34, T23N, R20E, RECORDED TO BEAR S89°21'29"E

WISCONSIN
DENNIS E. REIM
S-1590
GREEN BAY, WI
LAND SURVEYOR
10/31/2014

SHEET 1 OF 3

Attachment: City_Belmark_CSM (2970 : Recommendation from Plan Commission to approve CSM)

CERTIFIED SURVEY MAP

SURVEYOR'S CERTIFICATE

I, Dennis E. Reim, Professional Land Surveyor, do hereby certify that under the direction of Ken Pabich, City of De Pere, owner, I have surveyed, divided and mapped a parcel of land located in all of Lot 2, Volume 30 of Certified Survey Maps, Page 332, Map Number 4775, all of Outlot 2, Volume 41 of Certified Survey Maps, Page 274, Map Number 6260, being a part of the Northwest ¼ of the Northwest ¼, part of the Northeast ¼ of the Northwest ¼, Section 34, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin described as follows:
Commencing at the Northwest corner of said Section 34;
thence S89°21'29"E, 849.94 feet along the north line of said Northwest ¼ to the northwest corner of said Outlot 2, the POINT OF BEGINNING;
thence S89°21'29"E, 549.35 feet to the northeast corner of said Outlot 2;
thence S11°04'43"W, 809.10 feet to the southeast corner of said Lot 2;
thence N89°33'32"W, 400.00 feet to the southwest corner of said Lot 2;
thence N00°26'28"E, 797.12 feet to the POINT OF BEGINNING.

Parcel contains 377,988 square feet or 8.68 acres of land more or less.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and that I have complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and Chapter 14 of the General Ordinances of the City of De Pere in the surveying, dividing and mapping of the same.

Dated this 31 day of October, 2014.

Dennis E. Reim RLS #1590
ROBERT E. LEE & ASSOCIATES, INC.

LIMITED LIABILITY COMPANY OWNERS CERTIFICATE

FLEX, LLC a Wisconsin Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin does hereby certify that said Limited Liability Company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on the plat. FLEX, LLC does further certify that this plat is required by S236.10 or S236.12 to be submitted to the following for approval or objection: City of De Pere

FLEX, LLC
Karl Schmidt, Managing Member

STATE OF WISCONSIN)
COUNTY OF BROWN) ss

Personally came before me this_____day of_____, 2014, the above named owners to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public_____
(print name)
Brown County, Wisconsin.
My commission expires:_____

Packet Pg. 24
8.b
Attachment: City_Belmark_CSM (2970 : Recommendation from Plan Commission to approve CSM)

CERTIFIED SURVEY MAP

MUNICIPAL CORPORATE OWNERS CERTIFICATE

City of De Pere, a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin does hereby certify that said City of De Pere caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on the plat. City of De Pere does further certify that this plat is required by S236.10 or S236.12 to be submitted to the following for approval or objection:
City of De Pere

_____ _____

Michael Walsh, Mayer **Shana L. Defnet, Clerk-Treasurer**

STATE OF WISCONSIN)
COUNTY OF BROWN) ss

Personally came before me this_____day of_____, 2014, the above named owners to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public_____
(print name)
Brown County, Wisconsin.
My commission expires:_____

COMMON COUNCIL APPROVAL CERTIFICATE

Approved for the City of De Pere this_____day of_____, 2014.

_____
Shana L. Defnet, Clerk-Treasurer

Attachment: City_Belmark_CSM (2970 : Recommendation from Plan Commission to approve CSM)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 6, 2015**
DEPARTMENT:	**Plan Commission**
FROM:	**Ken Pabich**
SUBJECT:	**A. Resolution #15-02, Authorizing Transfer of Property to Flex, LLC.**

ATTACHMENTS:

- Council_Belmark_Jan2015 (PDF)
- Exhibit A (PDF)
- Reso15-02 (DOCX)
- Quit Claim Deed - Flex (DOC)
- Addendum A - Flex Quit Claim Deed (DOCX)
- Addendum B - Flex Quit Claim Deed (PDF)

CITY OF DE PERE

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

January 6, 2015

To: City Council

From: Ken Pabich, Director of Planning and Economic Development

RE: Belmark

In 2012, the City Council approved a project to construct a new pond just north of Belmark. As part of the project, Belmark contributed funds towards the pond to meets its stormwater requirements and it also agreed to provide an easement to the City for future pond maintenance. The project budget also included providing the excess buildable city land to Belmark (please see Exhibit A).

The stormwater pond was completed in the fall of 2012; however, the rest of the project was delayed due to a wetland issue that needed to be resolved with the WIDNR and the Army Corp of Engineers. Now that wetland issue has been properly addressed, we can now complete the project with the property transfer and the approval of the CSM.

Recommendation

Staff is recommending approval of the property transfer and also the CSM. Please note that the Plan Commission did recommend approval of the CSM.

Attachment: Council_Belmark_Jan2015 (2980 : Resolution #15-02, Authorizing Transfer of Property to Flex LLC)

RESOLUTION #15-02

AUTHORIZING TRANSFER OF PROPERTY TO FLEX, LLC

WHEREAS, in 2012, a new stormwater pond was constructed on City property off of Hwy 32/57 and Heritage Road as part of City Project 12-09; and

WHEREAS, construction costs for the stormwater pond were shared with Belmark Inc., a business located south of the newly constructed pond; and

WHEREAS, in addition to sharing construction costs, excess buildable City property was to be transferred to Flex, LLC (Belmark property owner); and

WHEREAS, the completion of City Project 12-09 was delayed due to a wetland issue which has now been resolved, allowing for the transfer of City property; and

WHEREAS, the Quit Claim Deed attached hereto and incorporated herein by reference, will effectuate the transfer of a portion of City owned parcel ED-F0094-5 to Flex, LLC.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council authorizes the transfer of the City property identified above and described in the attached Quit Claim Deed.

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 6th day of January, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____

Attachment: Reso15-02 (2980 : Resolution #15-02, Authorizing Transfer of Property to Flex LLC)

State Bar of Wisconsin Form 3-2003

QUIT CLAIM DEED

Document Number | Document Name

THIS DEED, made between the City of De Pere, a Wisconsin municipal corporation, 335 South Broadway Street, De Pere, Wisconsin 54115 ("Grantor," whether one or more), and Flex, LLC, a Wisconsin limited liability corporation, P.O. Box 5310, De Pere, Wisconsin 54115 ("Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Brown County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See legal description on Addendum A and map on Addendum B, both attached hereto and incorporated herein by reference.

Recording Area

Name and Return Address

Flex, LLC
c/o Bruce Bell
P.O. Box 5310
De Pere, WI 54115

Part of ED-F0094-5
Parcel Identification Number (PIN)

This is not homestead property.
~~(is)~~ (is not)

Transfer exempt from fee under Wis. Stats. §77.25(2) and from return under Wis. Stats. §77.255.

Dated this day of , 2015.

City of De Pere

_____(SEAL) _____(SEAL)
* _____ * Michael J. Walsh, Mayor

_____(SEAL) _____(SEAL)
* _____ * Shana L. Defnet, Clerk-Treasurer

AUTHENTICATION

Signature(s) _____

_____

authenticated on _____.

_____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Judith Schmidt-Lehman

_____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
BROWN COUNTY)

Personally came before me on _____,
the above-named _____

_____

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____

* _____

Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

* Type name below signatures.

Attachment: Quit Claim Deed - Flex (2980 : Resolution #15-02, Authorizing Transfer of Property to Flex LLC)

Grantor: City of De Pere
Grantee: Flex, LLC

ADDENDUM A
to the Quit Claim Deed between the
City of De Pere and Flex, LLC

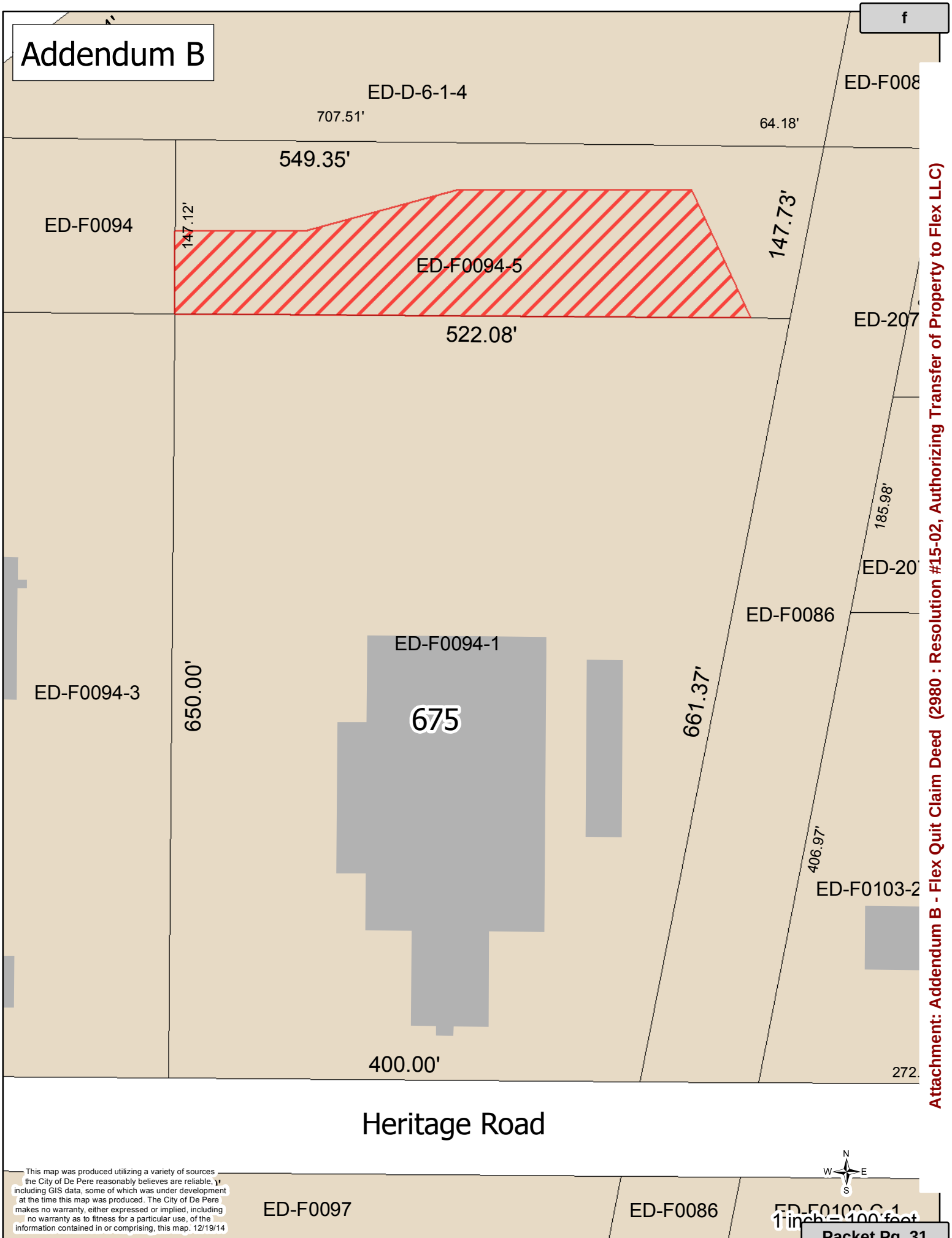
A parcel of land located in part of Outlot 2, Volume 41 of Certified Survey Maps, Page 274, Map Number 6260, being a part of the Northwest ¼ of the Northwest ¼, part of the Northeast ¼ of the Northwest ¼, Section 34, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin described as follows:

Commencing at the Northwest corner of said Section 34;
thence S89°21'29"E, 849.94 feet on the north line of said Northwest ¼ to the northwest corner of said Outlot 2;
thence S00°26'28"W, 77.14 feet on the west line of said Outlot 2 to the POINT OF BEGINNING;
thence N90°00'00"E, 110.00 feet;
thence N75°00'00"E, 112.70 feet;
thence N90°00'00"E, 200.00 feet;
thence S25°00'00"E, 119.36 feet to the south line of said Outlot 2;
thence N89°33'31"W, 489.46 feet on said south line to the west line of said Outlot 2;
thence N00°26'28"E, 69.98 feet on said west line to the POINT OF BEGINNING.

Parcel contains 43,295 square feet or 0.993 acres of land more or less.

Tax Parcel Number: ED-F0094-5

Attachment: Addendum A - Flex Quit Claim Deed (2980 : Resolution #15-02, Authorizing Transfer of Property to Flex LLC)



Attachment: Addendum B - Flex Quit Claim Deed (2980 : Resolution #15-02, Authorizing Transfer of Property to Flex LLC)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 6, 2015**
DEPARTMENT:	**Common Council**
FROM:	**Lisa Renier**
SUBJECT:	**Ordinance #15-01 (Formerly Ordinance #14-19), Repealing and Recreating Chapter 106 De Pere Municipal Code Regarding Licenses and Permits and Related Ordinance Revisions (Second Reading).**

ATTACHMENTS:

- Chapter 106 Rewrite Memo (PDF)
- Ord15-01 (DOCX)

Attachment: Chapter 106 Rewrite Memo (2962 : Ordinance #15-01 (Formerly Ord #14-19), Chapter 106

CITY OF DE PERE — MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Chapter 106 Re-write; modifications to ordinance since Board/ Committee review
Date: December 11, 2014

The proposed re-write of Chapter 106 was reviewed by Finance/Personnel on Tuesday December 9, 2014. That Committee recommended that the ordinance be approved and forwarded to the Council. On Monday December 8, 2014, the Board of Public Works reviewed the proposal in the ordinance re-write to have all revocable occupancy permits, including sidewalk café permits and newsbox permits, issued administratively rather than through the Board and Council. The Board approved this proposal with a 2-1 vote.

Since both the Committee and Board voted in favor of the ordinance re-write, the draft previously sent to you has undergone some changes in order to incorporate the list of additional ordinance changes noted on the last page of the earlier draft. Those changes are:

1. Chapter 22-8 regarding newsbox and sidewalk café permits is revised to refer to §106-6(b), which has been revised to incorporate language regarding issuing those permits;
2. A separate revocable occupancy permit process for encroachments/obstructions on Park property has been included in §106-6(c) ;
3. The Appeals process found in §106-6(c) covers all revocable occupancy permits;
4. A provision has been included making the changes to park property encroachments contingent upon Park Board approval.

Additionally, I wanted to bring to your attention an issue pertaining to fees for some of these revocable permits. Currently, the Director of Public Works is authorized to set a reasonable fee for construction staging occupancy permits, the newsbox permit fee is $10, the sidewalk café permit fee is $25, and no fee is charged for any other revocable occupancy permit. Under new §106-6(a)(2)C, the authority of the Public Works Director to set a reasonable fee for construction staging activities remains the same. However, in the fee setting resolution, I am recommending that all other revocable occupancy permit fees be set at $25. This is a minimal charge which does not cover the majority of staff time spent on receiving, reviewing, drafting and issuing spent on these types of permits. In the alternative, it would be my suggestion to have no fee imposed as it is difficult to determine the appropriateness of charging a permit fee in certain circumstances and not others.

If you have any questions or concerns regarding this matter, please feel free to call me at 339-4042.

JSL:jld
H:\jdupont\Memos\2014\Mayor & CC-Ch 106-12-14-148-006-14.docx

ORDINANCE #15-01
(Formerly Ordinance #14-19)

REPEALING AND RECREATING CHAPTER 106 DE PERE MUNICIPAL CODE
REGARDING LICENSES AND PERMITS
AND RELATED ORDINANCE REVISONS

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

Section 1. **Chapter 106, Licenses and Permits**, is hereby repealed in its entirety and recreated as follows:

106-1 License or permit required

No person shall engage in any trade, profession, business or privilege in the City of De Pere for which a license or permit is required by any provision of this Code without first obtaining such license or permit from the City in the manner provided in this chapter, unless some other provision of this Code provides specifically otherwise.

106-2 Application Process

(a) *Application*
Unless otherwise provided, application for a license or permit shall be made in writing to the responsible City department or officer, upon forms provided by the City. All application forms shall be fully completed and signed by the applicant, and all permit fees, if any, shall be paid before the application is processed.

(b) *License/Permit Fee*
All applications for any license or permit shall be accompanied by the proper license or permit fee as established by resolution of the common council. No license or permit fee shall be refundable unless the license/permit is denied.

(c) *Background Check*
All applications for any license or permit which requires that a background check be run on the applicant shall be accompanied by a background check processing fee as determined by resolution of the common council. An applicant presenting multiple applications for license/permits at one time shall be subject to one processing fee as established by resolution of the common council. The background check processing fee shall be non-refundable.

(d) *Delinquent Debts Owed to City*
(1) No license other than dog or cat licenses authorized or required by this Code shall be granted or issued:

Attachment: Ord15-01 (2962 : Ordinance #15-01 (Formerly Ord #14-19), Chapter 106 rewrite)

A. To any person who owes any unpaid, delinquent personal property tax, room tax, special assessment, municipal court forfeiture, charges for false fire or burglar alarms or abandoned 9-1-1 calls, parking ticket, sewer or water bill, ambulance bill, hazardous material spill response charge, or inspection or re-inspection fee.

B. For any premises for which sewer or water bills, room taxes, special assessments or special charges for current services owed to the City are delinquent and unpaid.

C. For any premises containing personal property upon which a personal property tax owed to the City by the applicant was assessed and the personal property tax remains unpaid and delinquent.

No license shall be denied if a payment becomes delinquent after fully completed and properly executed application, together with any required application fee, has been filed with the appropriate City official.

(2) This subsection does not apply to a person whose personal liability for payment of a delinquent tax or other charge has been discharged by order of a U.S. Bankruptcy Court or other court of competent jurisdiction or to a bankrupt or a bankrupt's premises covered by an automatic stay issued by a U.S. Bankruptcy Court or other court of competent jurisdiction while the automatic stay is in effect.

(e) *Bond and Insurance*

All required bonds shall be executed by a surety company authorized to do business in the state of Wisconsin. Where policies of insurance are required, such policies shall be subject to approval of the city attorney. Satisfactory evidence of coverage by bond or insurance shall be filed with the city before the license or permit is issued.

(f) *Approval or Denial of License or Permit*

(1) Where the approval of any city or state officer is required prior to the issuance of any license or permit, proof of such approval must be presented to the issuing City official before any license or permit is issued.

(2) No license of permit shall be approved if it appears that the conduct of the activity for which a license or permit is required will be contrary to the law, if it appears the applicant does not possess the necessary qualifications or requirements for the license, or if it appears issuance of the license or permit would be contrary to the public health, safety or welfare.

(g) *Appeal/Review of License or Permit Denial*

(1) Unless provided otherwise in this Code, if a license or permit application is denied, the applicant shall be informed of such decision, in writing, within 10 days after the determination is made. No grant, denial, suspension or revocation of an alcohol

Attachment: Ord15-01 (2962 : Ordinance #15-01 (Formerly Ord #14-19), Chapter 106 rewrite)

license under Wis. Stats. § 125.12(1) or Chapter 7 of this Code is subject to review hereunder.

(2) The denied applicant may request a hearing in writing on the determination to deny the license or permit application. The appeal shall state the reasons the applicant believes the decision to deny the license or permit to be in error. Failure to do so shall result in an automatic affirmance of the denial without further action by the issuing City official or the Finance/Personnel committee. The hearing shall be held before the City's Finance/Personnel Committee and the hearing shall substantially comply with the provisions of Wis. Stats. §68.11(2). Within twenty (20) days after the hearing, the Finance/Personnel Committee shall issue a written decision which shall affirm, reverse or modify the determination of the City official. This decision shall be a final decision. Judicial review of such decision shall be as provided in Wis. Stats. §68.13.

(h) *License and Permit Terms and Renewal*

(1) Unless otherwise provided by this Code, the term of the license year shall commence on July I end on June 30 of each year, unless the license period is for less than one year, in which case the term of the license shall commence with the date of issuance.

(2) License or permit renewals shall be issued in the same manner and be subject to the same conditions as the original license or permit except that a determination to not renew a license shall be subject to paragraph (l) of this chapter.

(3) Permits shall be issued for the term set forth in the permit and shall not renew.

(i) *Display of License or Permit*

Unless otherwise provided in this Code, all licenses and permits shall be displayed on the premise or vehicle for which it is issued. If a license or permit is required to be carried on the person, it shall be displayed to any law enforcement officer or other person authorized by ordinance to request the same.

(j) *Transfer*

No license or permit shall be transferable or assignable unless otherwise provided in this Code.

(k) *Compliance with Laws and Regulations*

An express condition of holding a license or permit is compliance with all City, State and Federal rules, regulations, laws and ordinances.

(l) *Suspension or Revocation of License*

(1) Except as otherwise provided by state law or this Code, any license issued by the city may be revoked or suspended for a violation by the licensee of any ordinance, rule, regulation adopted by the city or any state law violation whenever such violation is substantially related to the licensed activity.

Attachment: Ord15-01 (2962 : Ordinance #15-01 (Formerly Ord #14-19), Chapter 106 rewrite)

(2) Requests for suspension or revocation of a license shall be made by the department head of the department issuing such license to the Common Council. The Common Council shall determine whether to hold a hearing regarding the suspension or revocation of such license, whether to send a warning letter to the licensee, or that no action be taken on such license.

(3) The hearing on whether to suspend or revoke any license shall be held before the Common Council and the hearing shall substantially comply with the provisions of Wis. Stats. §68.11. Judicial review of the decision of the Common Council shall be governed by Wis. Stats. §68.13.

(4) A license suspension shall be for not less than 10 days and not more than 90 days. A license revocation shall be for twelve months during which time the licensee shall be ineligible to apply for reinstatement of a license that has been revoked.

106-3 Licenses required under other Chapters of this Code

The following licenses are required under the Code Section noted:

(a) Alcohol Beverage and Operator Licenses – Chapter 7;
(b) Concrete Worker's License - §22-10;
(c) Dog and Cat License - §86-1;
(d) Mobile Home Park - §90-4;
(e) Sign Contractor - §98-4;
(f) Auto Salvage Yard - §110-1;
(g) Junk Collector/Dealer - §110-1;
(h) Shows and Amusement, Carnival - §110-2;
(i) Public Dance - §110-3;
(j) Cigarette/Tobacco - §110-4;
(k) Sexually Oriented Adult Entertainment Establishment - §110-5;
(l) Weights and Measures - §110-7;
(m) Pawnbrokers, Secondhand Article Dealers and Secondhand Jewelry Dealers - §110-8;
(n) Taxicabs – Chapter 118;
(o) Permits and licenses required under the Wisconsin Food Code (Wis. Stats. Chs. 97, 101 and 254 and Administrative Codes adopted thereunder) are issued by the State of Wisconsin through June 30, 2015.

106-4 Reserved

106-5 Permits required under other Chapters of this Code

The following permits are required under the Code Section noted:

(a) Special Permit allowing alcohol beverages in the streets - §7-9;
(b) Floodplain Land Use - §16-7(a)(2);

Attachment: Ord15-01 (2962 : Ordinance #15-01 (Formerly Ord #14-19), Chapter 106 rewrite)

(c) Block Party - §22-8(b);
(d) Building Materials in Street - §22-9;
(e) Excavation - §22-11;
(f) Curb Cut - §22-15;
(g) Sump pump installation - §26-6(b);
(h) Private well - §26-12;
(i) Water meter installation - §26-14(c);
(j) Post-construction runoff - §28-8
(k) Pertaining to Park Use
- *Goose patrol – §30-2(d)(3)*
- *Authorizing possession of intoxicating liquor in park - §30-2(h);*
- *Park private vendor - §30-2(i);*
- *Boat ramp - §30-4(h);*
- *Use of park by private and public groups - §30-6;*

(l) Pertaining to Public Trees
- *Planting, removal, maintenance and protection of public trees - §30-8(g);*
- *Trim public trees - §30-9(c);*
- *Preventing access of air and water to public trees - §30 – 9(e);*
- *Planting trees on streets - §30-11(a);*

(m) Soil Erosion Control - §42-8;
(n) Building – Chapter 54;
(o) Moving or Razing Structure - §54-8;
(p) HVAC - §54-10;
(q) Electrical – Chapter 62;
(r) Plumbing – Chapter 66;
(s) Chicken Keeping - §86-5;
(t) Mobile Home off Mobile Home Park - §90-3;
(u) Mobile Home Parking - §90-10;
(v) Sign - §98-4;
(w) Solicitor/Direct Seller – Chapter 114;
(x) Room Tax - §134-1;
(y) Parade - §138-2

106-6 Permits Required Under this Chapter

(a) Encroachments/Obstructions upon Right of Way and Other City Property (Non-Park)

(1) General Requirements. Permission for encroachment or obstruction of City right of way or other non-park City owned property, other than as allowed or permitted under other sections of this Code, shall be by revocable occupancy permit as provided in this section.

A. Request for a revocable occupancy permit shall be in writing and made to the Director of Planning and Economic Development (Planning Director). The request shall include name, address and contact information of the requestor.

Attachment: Ord15-01 (2962 : Ordinance #15-01 (Formerly Ord #14-19), Chapter 106 rewrite)

B. Each request shall describe the location of the encroachment/obstruction, the purpose of the encroachment/obstruction and the length of time it is expected to last. A map (scaled preferred) shall accompany the request.

C. Each requestor shall provide proof of liability insurance in such limits as approved by the City Attorney, which policy of insurance shall name the City of De Pere as an additional insured thereunder for purposes of the activity allowed in the permit.

D. Revocable occupancy permits for encroachments/obstructions on right of way shall comply with Wis. Stats. §66.0425.

E. Each request shall be reviewed by the Planning Director for compliance with State, Federal and local transportation and accessibility requirements and for a determination of safety concerns associated with the encroachment or obstruction. If the Planning Director determines the request meets those requirements and all other requirements of this section, the City Attorney shall draft the revocable occupancy permit, including such conditions as may be recommended by the Planning Director or such conditions as may be required under this Code or State or Federal laws. Following execution of the permit by the applicant, it shall be executed by the Planning Director on behalf of the City.

F. Permits may be administratively renewed by the issuing party if all permit requirements continue to be met.

(2) Specific Permits.

A. *Newsboxes.* In addition to meeting the requirements of (a)(1) above, requests for placement of newboxes upon City right of way or other City property (non-park) shall meet the following:

i. Adequate pedestrian passageway shall be maintained.

ii. No chaining, bolting, or other means shall be used to attach a newsbox to any property within public right-of-way without prior express written permission of the property owner.

iii. News boxes shall be maintained in a safe, neat, and clean condition at all times. Any graffiti placed upon such boxes shall be removed within 24 hours of notice to permit holder.

iv. The news box shall be no larger than 52 inches x 34 inches x 20 inches (height x width x depth).

Attachment: Ord15-01 (2962 : Ordinance #15-01 (Formerly Ord #14-19), Chapter 106 rewrite)

v. Minimum adequate open space shall be provided as follows:

a. At least two feet behind any curb face;
b. At least three feet behind any curb face at any place where parking is prohibited or stopping, standing or parking is restricted;
c. At least five feet from any driveway, fire hydrant, emergency facility or bus shelter opening;
d. At least 15 feet between newsboxes and police or fire station driveway, railroad track and marked or unmarked crosswalk.

v. No news box shall remain empty of current publications for more than 14 consecutive days.

vi. Allowable advertising, other than the name of the publication, shall appear only once, shall be on the side of the news box facing away from the street, and shall not exceed 18 inches x 18 inches.

B. *Sidewalk café Permit.* In addition to the requirements of (a)(1) above, requests for a café permit for use of City right of way or other City property (non-park) shall meet the following:

i. Definitions:

a. "Sidewalk cafe" shall mean any group of tables, chairs, benches, or partitions maintained upon the public sidewalk for use directly in front of an establishment with a valid restaurant license.
b. "Class B" license shall mean such alcohol beverage license as is issued by the common council allowing the sale and consumption of alcohol beverages on a licensed premises.

ii. Sidewalk cafe permit:

a. Any sidewalk café permit applicant seeking to serve alcohol beverages in the sidewalk café shall make separate application to amend the applicant's "Class B" license to conform with the location of the sidewalk cafe.
b. All tables, chairs and other materials and equipment placed out on the sidewalk for operation of the sidewalk cafe shall be removed from the site before the close of business and not returned to the sidewalk area until the usual and customary opening of the sidewalk cafe each day.

C. *Construction staging purposes.* The Director of Public Works or, in his/her absence, the City Engineer (collectively Public Works Director), may issue a revocable occupancy permit as meets the requirements of this section allowing for the temporary use of City right of way or other City property for construction

Attachment: Ord15-01 (2962 : Ordinance #15-01 (Formerly Ord #14-19), Chapter 106 rewrite)

staging purposes. The Public Works Director may set a reasonable fee for the privilege of such permit.

(b) Encroachments/Obstruction upon Park Property.

(1) Permission for encroachment or obstruction of City owned park property, other than as allowed or permitted under other sections of this Code, shall be by revocable occupancy permit as provided in this section.

A. Request for a revocable occupancy permit shall be in writing and made to the Parks, Recreation & Forestry (Park Director). The request shall include name, address and contact information of the requestor.

B. Each request shall describe the location of the encroachment/obstruction, the purpose of the encroachment/obstruction and the length of time it is expected to last. A map (scaled preferred) shall accompany the request.

C. Each requestor shall provide proof of liability insurance in such limits as approved by the City Attorney, which policy of insurance shall name the City of De Pere as an additional insured thereunder for purposes of the activity allowed in the permit.

D. Each request shall be reviewed by the Park Director for compliance with State, Federal and local transportation and accessibility requirements and for a determination of safety concerns associated with the encroachment or obstruction. If the Park Director determines the request meets those requirements and all other requirements of this section, the City Attorney shall draft the revocable occupancy permit, including such conditions as may be recommended by the Park Director or such conditions as may be required under this Code or State or Federal laws. Following execution of the permit by the applicant, it shall be executed by the Park Director on behalf of the City.

E. Permits may be administratively renewed by the issuing party if all permit requirements continue to be met.

(c) Appeal. In the event an application for a revocable occupancy permit under this section is disapproved, the applicant shall be informed in writing within ten (10) days of application of the reasons for disapproval. The applicant or any interested party may appeal the disapproval decision to the Board of Public Works in the case of disapproval issued by the Planning Director or the Public Works Director, or may appeal the Park Director's decision to the Board of Park Commissioners. Any such appeal shall be made within ten (10) days of notice of disapproval. The appeal must be in writing, and must state the reasons why the applicant believes the decision to be in error. Failure to state the reasons why the decision is in error shall result in automatic approval of the denial without further action.

Attachment: Ord15-01 (2962 : Ordinance #15-01 (Formerly Ord #14-19), Chapter 106 rewrite)

Within twenty (20) days after receipt of the appeal, the proper Board shall hold a hearing which substantially complies with the conduct hearing requirements of Wis. Stats. §68.11(2). Within twenty (20) days after the hearing, the Board shall issue a written decision which shall affirm, reverse or modify the determination. This decision shall be a final decision. Judicial review of such decision shall be as provided in Wis. Stats. §68.13.

(d) *Fee*. The fee for revocable occupancy permits issued under this section, other than for construction staging purposes, shall be as determined by resolution of the common council.

(e) *Fireworks and Pyrotechnics Display*

(1) Pursuant to Wis. Stats. §167.20, the Mayor delegates to the Fire Chief or the Chief's designee, the authority to issue permits for the use within the City of those classes of fireworks or pyrotechnics for display within the City. No permit shall be issued to a person under the age of 18.

(2) No person shall possess or use fireworks or pyrotechnics for which a permit is required without such permit.

(3) Application for a permit shall be to the Fire Chief not less than 15 days in advance of the date of the display.

(4) Permittee shall save and hold the City of De Pere harmless from any and all injury that may occur to any party as the result of Permittee's use of fireworks/pyrotechnics for display within the City. This provision is intended to indemnify and hold harmless the City of De Pere to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, Permittee shall maintain a general liability insurance policy on its business operations in an amount of not less than Two Million Dollars per occurrence and shall produce a Certificate of Insurance demonstrating to the satisfaction of the City that the City is named as an additional insured for purposes of the permit.

(5) Permittee shall comply with all requirements of Wis. Stats. §167.10 and the current edition of the National Fire Protection Association Standard 1123 and all municipal ordinances in the handling of the fireworks/pyrotechnics.

Section 2. The following provisions of this Code are hereby repealed in their entirety:

1. §**58-9, Underground/aboveground storage tank fees**
2. **§74-9, Safety, maintenance and operation of public swimming pools**
3. §150-22(4), *Special permit*

Section 3. §22-5(c), *Grade setting; permit fee*, is hereby amended by as follows:

Attachment: Ord15-01 (2962 : Ordinance #15-01 (Formerly Ord #14-19), Chapter 106 rewrite)

1. Changing title of paragraph to *Grade setting; fee*; and
2. Deleting the word "permit" from the fourth sentence of the paragraph; and
3. Deleting the fifth sentence of the paragraph and replacing it with "The fee will be collected by the building inspector at the time of issuance of the building permit."

Section 4. **§22-8(a), Use of public right of way**; *Merchandise in streets*, is repealed and recreated as follows:

(a) *Merchandise in streets.* Except as specifically provided in this code, it shall be unlawful for any person to place any goods, wares, displays, decorations, merchandise of any type, or the containers therefor, in, on or above any street or sidewalk in the city without having received a permit therefore as provided in this section or Chapter 106 of this Code.

(1) *Vending machines/collection boxes (other than newsboxes).*

a. Vending machines and other collection boxes used for the distribution, collection, or management of non-governmental business operations are prohibited in public right-of-way.

b. Permit for the placement of vending machines/collection boxes upon city property other than right-of-way may be granted as provided in §106-6(a) of this Code. A permit for the placement within City parks may be granted as provided in §30-2(i) of this Code.

(2) *News boxes.* See §106-6(a)(2)A of this Code.

Section 5. §22-8(c). *Sidewalk café permits*, is repealed and recreated as follows:

§22-8(c) *Sidewalk café permits.* See §106-6(a)(2)B of this Code.

Section 6. **§22-13, Obstructing gutters**, is hereby amended by striking the words "a permit" in the second clause of the paragraph and substituting "permission" therefor.

Section 7. §30-9(g), *Wires, ropes and attachments*, is hereby amended as follows:

The last two sentences thereof are repealed and replaced with the following:

"Requests for a permit to allow such attachments shall be made to the Director of Parks, Recreation and Forestry under §106-6(b) of this Code."

Section 8. §78-6(i), *Exceptions,* is hereby amended by deleting the phrase "this chapter" at the end of the sentence thereof and replacing the same with "Chapter 110 of this Code".

Attachment: Ord15-01 (2962 : Ordinance #15-01 (Formerly Ord #14-19), Chapter 106 rewrite)

Section 9. **§130-5, Other provisions**, is hereby amended as follows:

1. Paragraph (a) is amended by deleting the phrase "license plate and license number" therefrom;

2. Paragraph (b) is repealed and recreated to read:

> (b) *Removal of serial number or license identification.* It shall be unlawful for any person, willfully or maliciously, to remove, destroy, mutilate or alter the serial number of any bicycle, or to remove, destroy, mutilate or alter any license or registration identification issued by any law enforcement agency during the time in which the said license or registration identification is in force.

Section 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. This ordinance shall take effect on and after passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of January, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____
Publication Date: _____
Effective Date: _____

Attachment: Ord15-01 (2962 : Ordinance #15-01 (Formerly Ord #14-19), Chapter 106 rewrite)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **January 6, 2015**

DEPARTMENT: **Health Department**

FROM: **Chrystal Woller**

SUBJECT: **Ordinance #15-02, Amending §106-6(a)(2)B De Pere Municipal Code Regarding Sidewalk Cafe Permits.**

The Board of Heath has reviewed the attached ordinance and recommends the approval of regulating smoking in sidewalk café permitted areas. The attached ordinance specifies that sidewalk cafes shall be smoke-free unless the permittee has a designated smoking area within a reasonable distance to the entrance of the establishment. The state smoking ban (2010) restricts the City's ability to ban smoking in these area outright. The law will allow for persons in charge of establishments to designate an outside area that is a reasonable distance from any entrance to the establishment where customers/others associated with the establishment may smoke. Studies have shown that drifting tobacco smoke, even outdoors, can have negative health consequences for people with or without underlying respiratory conditions.

ATTACHMENTS:

- Ord15-02 (DOCX)

ORDINANCE #15-02

AMENDING §106-6(a)(2)B DE PERE MUNICIPAL CODE
REGARDING SIDEWALK CAFÉ PERMITS

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

SECTION 1: §106-6(a)(2)B.iii., Smoking, is hereby created to read as follows:

iii. Smoking. No person may smoke, as defined in §8-3 of the Code, within the sidewalk café unless the permittee has designated a smoking area that is a reasonable distance from the restaurant entrance to the sidewalk café. Such designated smoking area shall be clearly identified with signs:

a. that indicate smoking is permitted in the area;
b. which are placed to identify the outer limits of the designated smoking area; and
c. that are no greater than 7" x 10" in size.

Such signs shall be considered directional signs under §98-9 of this Code.

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

SECTION 3: This ordinance shall take effect on and after February 1, 2015.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of January, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____
Publication Date: _____
Effective Date: _____

Attachment: Ord15-02 (2972 : Ordinance #15-02, Amending ?106-6(a)(2)B De Pere Municipal Code Regarding Sidewalk Cafe Permits.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **January 6, 2015**

DEPARTMENT: **Planning**

FROM: **Ken Pabich**

SUBJECT: **Ordinance #15-03 (Formerly Ordinance #14-18), Rezoning Certain Property (Parcels WD-52, WD-59 and Part of WD-60) (Tabled at 12-16-14 Council meeting).**

ATTACHMENTS:

- Ord15-03 (DOCX)
- Ord15-03 - Addendum A (PDF)
- PC_Staff_Memo_Commonwealth (PDF)
- CommonWealth_Rezone (PDF)

ORDINANCE #15-03
(Formerly Ordinance #14-18)

REZONING CERTAIN PROPERTY
(Parcels WD-52, WD-59 and Part of WD-60)

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

WHEREAS, the City Clerk-Treasurer, having published a Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 16th day of December, 2014 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

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

Section 1. That the following described property, located at 1703 Ft. Howard Ave.:

Parcel WD-52
Assessor's Plat of West De Pere, that part of Lot 94 lying East of railroad right-of way, now in the City of De Pere, west side of Fox River.

Parcel WD-59
Assessor's Plat of West De Pere, Parcel E of the subdivision of Lot 97, except the southerly 397 ft. West of W.P.S right-of-way and except the W.P.S. right-of way-and except the property described in 615 Records 20, now in the City of De Pere, west side of Fox River.

Parcel WD-60 (part of)
Assessor's Plat of West De Pere, the southerly 397 feet westerly of the W.P.S. right-of-way of parcel E of the subdivision of lot 97, except 660 Records 464, Brown County Register of Deeds and except Lot 1, 10 Certified Survey Maps Page 133 in J4900-39, excluding the South West corner of WD-60 with dimensions of 100 feet by 208.7 feet as identified in the attached Addendum A.

Attachment: Ord15-03 (2976 : Ordinance #15-03 (Formerly Ord #14-18), Rezoning Certain Property)

be and the same are, subject to the contingencies set forth in Section 2 below, hereby rezoned from the present zoning classification of I-3, General Industrial District to I-3, General Industrial District with a Planned Development District (PDD) Overlay, as set forth in and regulated by the provisions of §14-59 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, De Pere Municipal Code.

Section 2. Such rezoning is specifically contingent on and shall only become effective upon the recording of a Certified Survey Map detaching the South West corner of WD-60 with dimensions of 100 feet by 208.7 feet from Parcel WD-60 and attaching the same to Parcel WD-65.

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

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of January, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

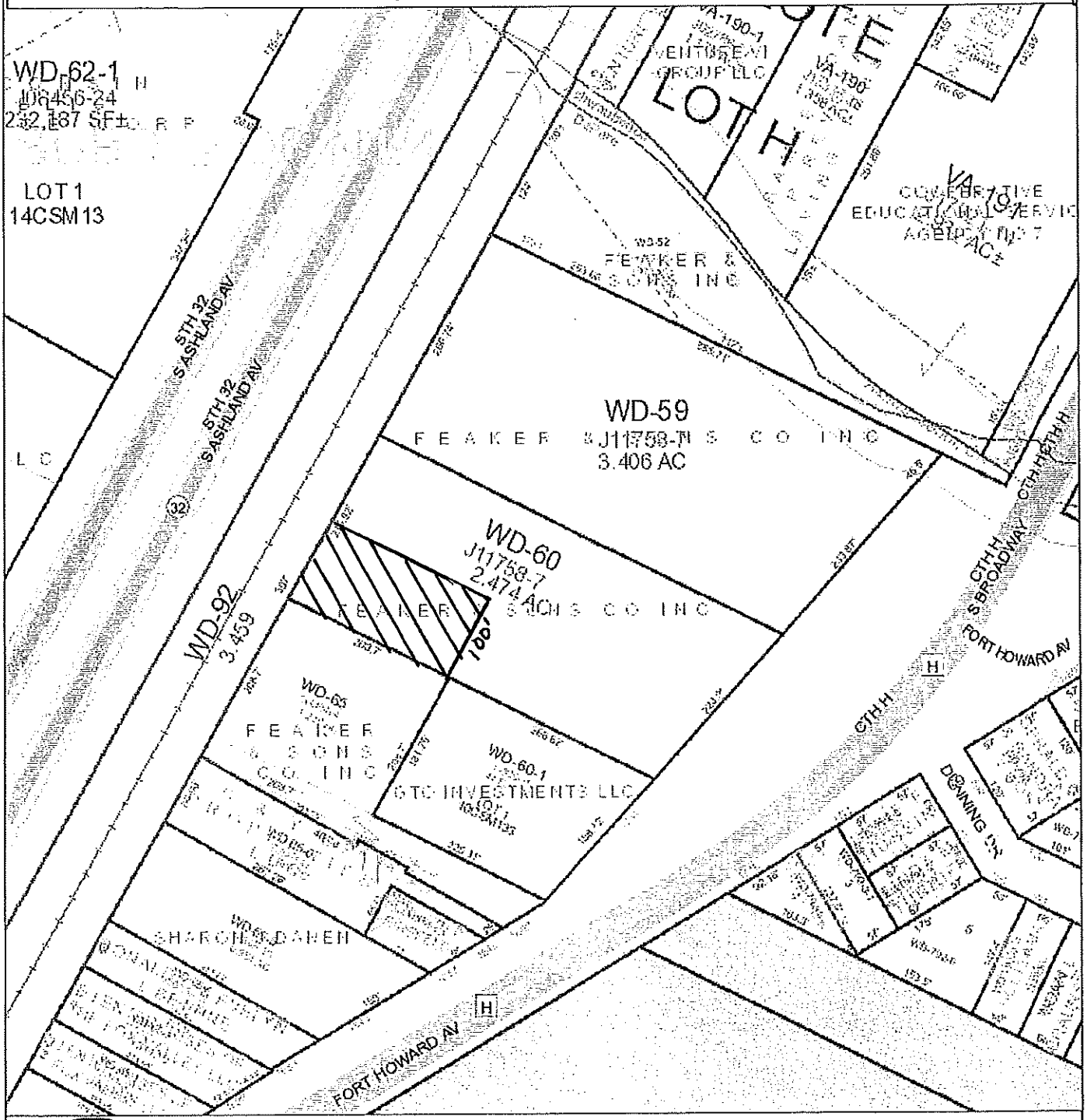
Nays:_____

Attachment: Ord15-03 (2976 : Ordinance #15-03 (Formerly Ord #14-18), Rezoning Certain Property)

Attachment: Ord15-03 - Addendum A (2976 : Ordinance #15-03 (Formerly Ord #14-18), Rezoning Certain

<Title>

Addendum "A"



Map provided by the Brown County Planning & Land Services Department - Land Information Office (LIO)

A map key (legend) and other information about this map is available at: **maps.gis.co.brown.wi.us**

This map is intended for advisory purposes only. It is based on sources believed to be reliable, but Brown County distributes this information on an "As Is" basis. No warranties are implied. Boundaries shown on this map are general representations only and should not be used for legal documentation, boundary survey determinations, or other property boundary issues.

10/16/2014
Scale 1:1800

Item #5: **Review the Rezoning Application to rezone WD-52, WD-59 and part of WD-60 from General Industrial (I-3) to Residence District with a Planned Development District Overlay (R-3 PDD). Applicant: Commonwealth Development.***

Description: The current parcel is undeveloped and is used by the current owner for outdoor storage. The proposed project is to redevelop the site with a multi-family complex which would cover parcels WD-52, WD-59 and part of WD-60. A CSM would be completed as part of the Precise Development Plan.

Location: 1703 Fort Howard Ave.

Zoning

Existing Zoning: The I-3 General Industrial District is designed to accommodate those heavy industrial activities which, by their character, should be relatively remote from residential and business development.

Proposed Zoning: The purpose of the Planned Development District is to promote the maximum benefit from coordinated area site planning, diversified location of structures, mixed compatible uses, provide for a safe and efficient system of pedestrian and vehicular traffic, attractive recreation and landscaped open spaces, economic design and location of public and private utilities and ensure adequate planning.

Adjacent Zoning: Office to the north (Ashwaubenon), B-2 to the south, I-3 to the west (across Ashland Ave), R-1 and R-2 to the east.

Land Use

Current use: Vacant.

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

Suitability to Existing Zoning: There is a general mix of zoning in the area. A high I-3 use would be considered incompatible from the staff perspective.

Suitability to Proposed Zoning: The requested use would be compatible with the residential uses to the east. The rail and river provides a buffer from uses to the west and north. Existing commercial to the south is in transition.

Effects of Proposed Rezoning

Densities:	Change	**Utilities:**	Change	**Police and Fire:**	Change
Traffic:	Increase	**Pedestrian:**	Increase	**Parking:**	Provided on site
Highway Access:	NA	**Garbage:**	Increase	**Property Value:**	Increase
Pollution:	No change	**Schools:**	Increase		

Attachment: PC_Staff_Memo_Commonwealth (2976 : Ordinance #15-03 (Formerly Ord #14-18), Rezoning Certain Property)

General Development Plan Review

The project would combine several parcels and develop a 62 unit apartment complex. The density would be 4,335 sq ft per unit which is above our minimum which is 3,500 sq ft per unit. (Please see the attached project summary).

Public Works

Sanitary Sewer

1. The City of De Pere has an 8" diameter sanitary sewer along the east side of Fort Howard Avenue that is approximately 9 feet deep. The Green Bay Metropolitan Sewerage District interceptor sewer traverses along the south side of Ashwaubenon Creek through WD-52 and WD-59. This is a large diameter pipe (48") with depth in excess of 30 feet.

Water Main

2. An 8" diameter water main is located on the east side of Fort Howard Avenue. Calculations would need to be done to determine if this pipe could supply the demand and meet fire flow requirements for this development. A loop may be needed.

Storm Water Management

1. This site would need to comply with City of De Pere and WDNR NR151 regulations for storm water management.

Traffic/Vehicle Access:

1. None

Other:

1. All utility connections to be made within the street right of way will require a street excavation permit.
2. Curb cut permits are required for new driveways.

Forestry & Parks

Required Actions:

1. Landscape plan would be part of the Precise Implementation Plan.

Fire

Required Actions:

1. Fire will want to review building drawings for fire safety.
2. Driveways need to support access for emergency vehicles. The turning radius on the general plan does not seem to support emergency vehicles.

Planning & Building Inspection

Required Actions:

1. For the Precise Implementation Plan, staff would recommend that additional screening (fence / berm) be provided along the south property line.
2. The Plan Commission should provide some initial guidance on the expectation of the materials used for the elevations. Please note, Commonwealth will provide a summary at the meeting of what will be proposed for elevations.

Recommendation:

Based on staff review, we would recommend that the rezoning be approved and that the General Development Plan and rezoning request be forwarded to Council for the required public hearing.

Attachment: PC_Staff_Memo_Commonwealth (2976 : Ordinance #15-03 (Formerly Ord #14-18), Rezoning Certain Property)

Print Form

CITY OF DE PERE

APPLICATION FOR REZONING

Fee: $ 260.00

Receipt #:

Date: 11/5/2014

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)	Authorized Representative	Title	
Commonwealth Development Corp.	Louie A. Lange III	President	
Mailing Address	**City**	**State**	**ZIP Code**
54 E. First Street	Fond du Lac	WI	54935
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	
k.mcdonell@commonwealthco.net	920-922-8170	920-922-8171	

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

Name (Ind. Org. or Entity)	Contact Person	Title	
Feaker & Sons Co Inc	Dan Feaker	Owner	
Mailing Address	**City**	**State**	**ZIP Code**
1669 Fort Howard Ave	De Pere	WI	54115
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	

SECTION 3: Project or Site Location

Project Address/Description	Parcel Number(s):
1703 Fort Howard Ave, De Pere, WI 54115	WD-52, WD-59, & Part of WD-60

SECTION 4: Proposed Rezoning Use

Existing Zoning:	I-3		
Proposed Zoning:	PDD		
Adjacent Zoning: North N/A	Adjacent Zoning: South B-2	Adjacent Zoning: West Hwy 41 Dist-B & I-3	Adjacent Zoning: East R-2 & R-1
Present Use of Parcel	Construction Equipment Storage		
Proposed Use of Parcel	Multifamily Housing		

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)	Title	Phone Number
Kevin McDonell	VP of Development	(920) 922-8170
Signature of Applicant		Date Signed
		11/13/14

Attached additional sheets if necessary.

Attachment: CommonWealth_Rezone (2976 : Ordinance #15-03 (Formerly Ord #14-18), Rezoning Certain Property)

November 12, 2014

City of De Pere
Attention; Ken Pabich
335 S. Broadway
De Pere, WI 54115

Dear Mr. Pabich,

Commonwealth is requesting to rezone a 6.17 acre parcel that consists of parcel #'s WD-52, WD-59, and approximately 2 acres of WD-60. The request is to rezone the property from an I-3 District to a Planned Development District. We have the parcel under contract and are proposing to develop 62 apartment units for families in De Pere. In addition to the apartment units our proposal includes a management office, fitness center, and community space for the tenants to enjoy. The proposal includes a 3-story midrise building with at-grade parking on the first floor, and three additional townhouse style buildings. An additional garage building will ensure each unit has a designated private garage. The 2-story townhouses will have individual entrances with attached garages for each unit.

We believe our project is a very appropriate use for the parcels that have been under-utilized for many years. Allowing for multifamily on the site will provide for a smooth transition from the single-family homes to the commercial uses that are adjacent to the property, while providing scenic views of the Ashwaubenon Creek for our tenants. Positioning the townhouse buildings surrounding the 3-story midrise will provide a smooth transition, which will enhance the look and feel of the corridor running along Fort Howard Avenue, while providing the type of high-quality apartments the community demands.

Steps away from the Ashwaubomay Memorial River Park, the Brown County Fair Grounds and the Ashwaubenon Creek, tenants will have a number of recreational activities at their doorstep. In addition, the property is located within minutes of the vibrant downtown and many of the largest employers in the area. Providing a housing option at this location will create a beneficial link between the nearby jobs and commercial uses, while also providing tenants access to many of the great amenities that the area has to offer. We are excited for the opportunity to work with the City of De Pere and look forward to having an opportunity to present our proposal in further detail.

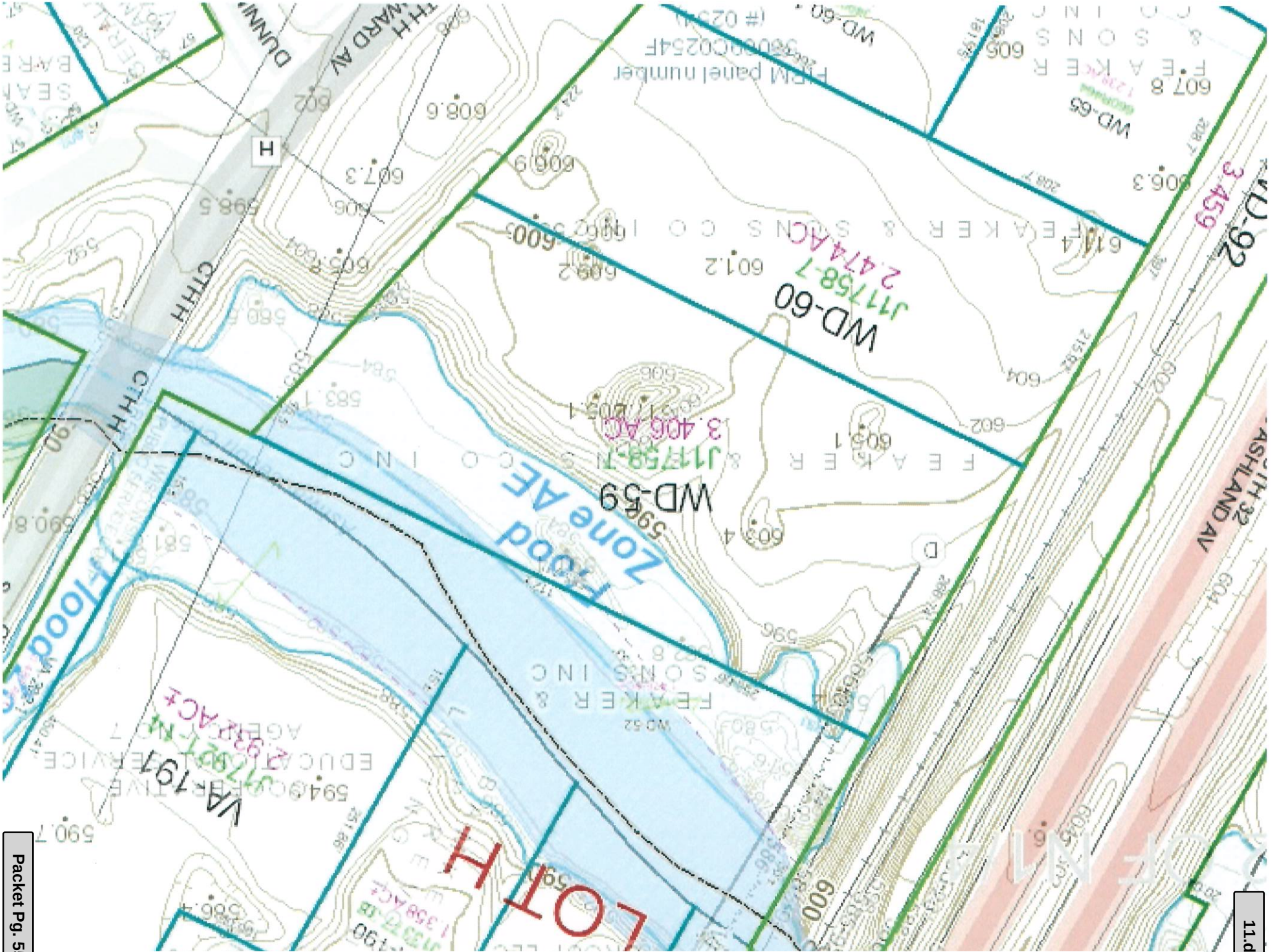
Sincerely,

Kevin C. McDonell
Vice President of Development

54 East First Street · Fond du Lac, WI 54935 · (920) 922-8170 · Fax: (920) 922-8171

www.commonwealthco.net

Attachment: CommonWealth_Rezone (2976 : Ordinance #15-03 (Formerly Ord #14-18), Rezoning Certain Property)


WD-60
WD-59
WD-65
WD-92
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J11758-7
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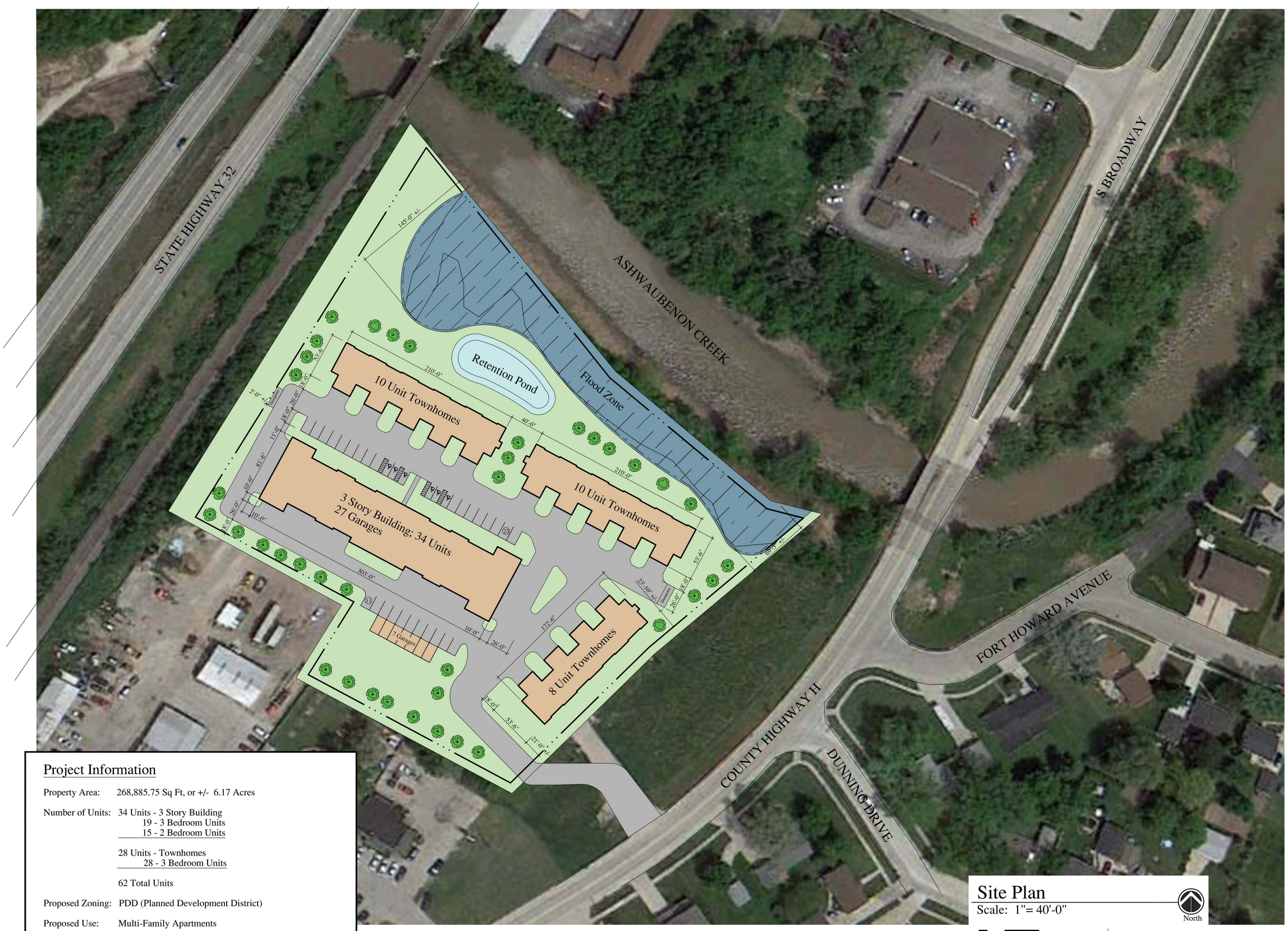
J17921-14
2.93 AC±
Zone AE
Flood
LOTH
VA-191
CTHH
FIRM panel number
3.459

Attachment: CommonWealth_Rezone (2976 : Ordinance #15-03 (Formerly Ord #14-18), Rezoning Certain Property)



Project Information

Property Area: 268,885.75 Sq Ft, or +/- 6.17 Acres

Number of Units: 34 Units - 3 Story Building
19 - 3 Bedroom Units
15 - 2 Bedroom Units

28 Units - Townhomes
28 - 3 Bedroom Units

62 Total Units

Proposed Zoning: PDD (Planned Development District)

Proposed Use: Multi-Family Apartments

Parking Provided: 62 Surface Stalls (6 HC/ADA Accessible)
62 Total Garages
124 Total Stalls Provided

Site Plan

Scale: 1"= 40'-0"

North

0 10 30 70 150 Feet

PRELIMINARY

New Buildings For:

Fort Howard Property

County Highway H,
De Pere, WI 54115

COMMONWEALTH
CONSTRUCTION CORPORATION
54 E. FIRST STREET, FOND DU LAC, WI 54935
(920) 922-8170 FAX: (920) 922-8171

M+A MEIKLEJOHN+ASSOCIATES DESIGN, LLC
79 East Division Street p (920) 923-3163
Fond du Lac, Wisconsin

11.14.2014

2014.92

Site...

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **January 6, 2015**

DEPARTMENT: **City Attorney**

FROM: **Judith Schmidt-Lehman**

SUBJECT: **Ordinance #15-04, Amending §146-8 De Pere Municipal Code Regarding Lot Line Noise Regulation.**

ATTACHMENTS:

- Noise Regulations Memo (PDF)
- Ord15-04 (DOCX)
- Current Ordinance §146-8(a) (PDF)

Attachment: Noise Regulations Memo (2987 : Ordinance #15-04, Amending 7146-8 Regarding Lot Line

CITY OF DE PERE — MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Request for alternatives regarding outdoor entertainment use of 1731 Ft. Howard Ave (Replay Sports Bar and Grill – "Replay")
Date: January 2, 2015

This memo is in response to the Council's request for alternatives regarding outdoor entertainment use of 1731 Ft. Howard Avenue by the Replay tavern. This request arose in conjunction with the Replay owner's objection to a pending rezoning of property adjacent to the north of 1731 Ft. Howard from I-3 Industrial to R-3 with a PDD overlay. The owner's objection to the proposed rezoning was predicated upon noise ordinance implications of use of the Replay property for outdoor music entertainment events adjacent to a residential zone. While this was the context of the Council request for alternatives, it is important to note that this issue is larger than the immediate rezoning request.

The Replay property (zoned B-2 Business) currently is adjacent to residentially zoned property across Ft. Howard Avenue. Therefore, irrespective of the outcome of the pending rezoning of the parcel to the north of the Replay property, the noise ordinance implications of outdoor music at the Replay property must be addressed. Additionally, revisions to the noise ordinance cannot be made specific to a single property. Therefore, whatever ordinance changes may be made will impact similarly situated and other property within the City.

GENERAL NOISE ORDINANCE INFORMATION

The City's noise ordinance uniformly uses zoning classifications to establish noise limitations within and outside those zoning districts. Noise ordinances traditionally use zoning classifications rather than specific business operations as the basis for noise regulations due to fluctuations in specific business use of a property. While zoning classifications may also change over time, zoning classifications are more stable and generic in the long run. Changes to the noise ordinance therefore apply to the zoning classification involved rather than any individual business or specific business activity.

Below is a chart of the various decibel limits in De Pere for noise traveling from one zoning classification into another:

Noise Limits – A-scale

Residential Into Residential	*Commercial Into Commercial*	*Industrial Into Commercial*	*Industrial and Commercial Into Residential*
55	62	64	58

While not all municipal noise regulations include specific decibel regulations, they are typical. Additionally, the decibel limits for individual municipalities are not always identical, but are relatively similar in range. Below is a chart showing the A-scale decibel level limits found in other local noise ordinances.

Other Noise Limits – A-scale

Green Bay	In Residential AM* 57 PM* 52	In Commercial AM 63 PM 58	Industrial to Commercial AM 66 PM 61	Industrial to Residential AM 64 PM 60	Commercial to Residential AM 61 PM 55
Milwaukee	In Residential AM 55 PM 45 PDD AM 65 PM 55				
Sun Prairie	In Residential AM 60 PM 50	In Commercial AM 70 PM 70	In Industrial AM 75 PM 75		
Madison	In Residential 65	In Commercial 65-70	In Other 65-70		
Appleton	In Residential AM 57 PM 52	In Commercial AM 63 PM 58	Industrial to Commercial AM 66 PM 61	Industrial to Residential AM 64 PM 60	Commercial to Residential AM 61 PM 55
Oshkosh	In Residential 55	In Commercial 62			

* AM denotes 7:00 AM – 10:00 PM
* PM denotes 10:00 PM – 7:00 AM

Many municipal noise ordinances have a variance process in their noise ordinance to allow for occasional exceedances of the noise limits. In 2010, De Pere removed its noise variance process and put in place the current provision which excepts activities for which a permit has been issued from the general noise ordinance, because the permit details the noise requirements for the activity. Noise exceedances allowed by permit are generally considered unusual or uncommon occurrences for which a temporary deviation from the general noise requirements are allowed. Using permits to routinely except activities from the noise ordinance cannot legally be used to allow usual and customary violations of the noise ordinance.

Attachment: Noise Regulations Memo (2987 : Ordinance #15-04, Amending ?146-8 Regarding Lot Line Noise Regulation)

OPPORTUNITIES FOR IMPROVING NOISE REGULATIONS

There is an array of alternatives the Council can consider in resolving the conflicting issues posed. These range from maintaining the status quo (and seeing whether any noise ordinance conflicts really present themselves) to consideration of whole scale revisions to the City's zoning and/or noise ordinances.

In reviewing the City's current ordinances with and among city staff, we believe that a two-pronged approach involving two minor ordinance revisions will provide, in the near term, the business property owners an enlarged opportunity to provide outdoor entertainment that will comply with city requirements. In the longer term however, there may be a need to look at a more comprehensive update to the zoning code to include entertainment district classifications for which separate noise limits might apply or otherwise address how to allow increased outdoor entertainment opportunities while at the same time maintaining the health, safety and welfare of residential areas.

First, it is recommended that the decibel limits in the City's noise ordinance be revised to reflect the same decibel limits and hour regulations as found in Green Bay and Appleton ordinances. Adopting the Green Bay/Appleton model would involve establishing different "day" and "night" limits together with revising decibel limits, both up and down, in each category. Both the Health Director and Sanitarian are comfortable that the upward move in decibel levels to the levels found in the Green Bay and Appleton ordinances should provide commercial and industrial property owners, including the Replay, the ability to better conform with noise limitations into residential properties without adversely affecting the health and welfare of the residential users. Additionally, Sanitarian Dale Schmit can and will be able to provide property owners with information on how to lessen the impact of noise leaving their property by positioning of equipment and sound amplification away from the property line to take advantage of noise dissipation as it travels. The attached proposed Ordinance 15-04 will accomplish this change.

Second, it is recommended that Chapter 106 (Licenses and Permits) be amended to include a Noise Variance Permit to be issued by the Health Director to cover noise exceedance in conjunction with outdoor entertainment incidental to primary business activities. The attached Ordinance 15-05 would accomplish this change.

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

JSL:jld
c: Lawrence Delo, City Administrator
Ken Pabich, Planning & Economic Development Director
Chrystal Woller, Health Director
Dale Schmit, Sanitarian

Attachment: Noise Regulations Memo (2987 : Ordinance #15-04, Amending ?146-8 Regarding Lot Line Noise Regulation)

ORDINANCE #15-04

AMENDING §146-8, DE PERE MUNICIPAL CODE
REGARDING LOT LINE NOISE REGULATION

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

Section 1: §146-8(a), is hereby repealed and recreated as follows:

(a) The following noise limitations are established for any premises, measured at the lot line:

(1) Maximum Levels Within Zones. No person shall operate or cause to be operated on private or public property any source of sound in such a manner as to create a sound level which exceeds the limits set for the zone categories in Tables I and II.

TABLE I
Maximum Permissible Sound Pressure – 7:00 AM – 10:00 PM

	Residential	*Commercial*	*Industrial*
A-scale Level	57 dB(A)	63 dB(A)	72 dB(A)
(Levels in Decibels re .0002 Microbars)			

TABLE II
Maximum Permissible Sound Pressure – 10:00 PM – 7:00 AM

	Residential	*Commercial*	*Industrial*
A-scale Level	52 dB(A)	58 dB(A)	67 dB(A)
(Levels in Decibels re .0002 Microbars)			

(2) Maximum Levels Between Zones. No person shall operate or cause to be operated on private or public property any source of sound from an industrial zone into a residential zone or commercial zone, or from a commercial zone into a residential zone which exceeds the limits set for the zone categories in Tables III and IV.

Attachment: Ord15-04 (2987 : Ordinance #15-04, Amending ?146-8 Regarding Lot Line Noise Regulation)

TABLE III
Maximum Permissible Sound Pressure – 7:00 AM – 10:00 PM

	Industrial into Commercial	*Industrial into Residential*	*Commercial into Residential*
A-scale Level	66 dB(A)	64 dB(A)	61 dB(A)
(Levels in Decibels re .0002 Microbars)			

TABLE IV
Maximum Permissible Sound Pressure – 10:00 PM – 7:00 AM

	Industrial into Commercial	*Industrial into Residential*	*Commercial into Residential*
A-scale Level	61 dB(A)	60 dB(A)	55 dB(A)
(Levels in Decibels re .0002 Microbars)			

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

Section 3: This ordinance shall take effect on and after passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of January, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____
Publication Date: _____
Effective Date: _____

Attachment: Ord15-04 (2987 : Ordinance #15-04, Amending ?146-8 Regarding Lot Line Noise Regulation)

12.c

Attachment: Current Ordinance ?146-8(a) (2987 : Ordinance #15-04, Amending ?146-8 Regarding Lot Line

Packet Pg. 63

Sec. 146-8. Lot line noise regulation.

current ordinance regulations

(a) The following noise limitations are established for any premises, measured at the lot-line:

Noise Limits - A-scale			
Residential Into Residential	Commercial Into Commercial	Industrial Into Commercial	Industrial and Commercial Into Residential
55 dB(A)	62 dB(A)	64 dB(A)	58 dB(A)

(b) *Definitions of zone categories.* The following zones are included in the zone categories:

(1) *Residential:* R-1, R-2, R-3 and R-4 zoning classifications;

(2) *Commercial:* B-1, B-2, B-3, Highway 41 Business Corridor Districts A and B, and C-EO Districts zoning classifications;

(3) *Industrial:* I-1, I-2, I-3, I-B-1 and I-B-2 zoning classifications.

Regulation will be according to the underlaying zones. Conservancy zones that are not publicly owned shall be regulated according to the adjacent zone. If the neighboring zones are different, they shall be extended to the center of the conservancy for the purposes of this article.

(c) *Measurements.* The measurement shall be made at or beyond the property line of the property on which such noise is generated or at or within the property line of the property on which such noise is perceived, as appropriate. Measurement shall be done at a minimum height of four feet above the ground. The measurement of sound shall be made either with a sound level meter that meets or exceeds the ANSI requirements of the American Standard Specification for sound level meters, Type I or Type II (ANSI S1.4 - 1971) or with an octave band analyzer that meets or exceeds the requirements of (ANSI S1.6 - 1960) or any subsequent nationally adopted standards superseding the above standards. In both cases, the instruments should be maintained in calibration and good working order. When a sound level meter is used, it shall be set to the A-weighted scale and in the FAST response mode. A windscreen shall be mounted on the microphone and the noise limitations shall be the A-scale levels set forth above. An octave band analyzer may be employed when there is a concentration of sound energy within a limited number of bands, but its use shall not be restricted to such situations.

(d) *Residential air conditioners.* Noise emitted by residential air conditioners shall be judged by the criteria set forth above.

(e) *Ambient noise is a factor.* The subject noise must exceed the ambient noise by five dB or more, in any octave band, to be declared excessive.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 6, 2015**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Ordinance #15-05, Amending §106-6 De Pere Municipal Code Regarding Special Variance Permit for Noise Ordinance Exceedance.**

ATTACHMENTS:

- Ord15-05 (DOCX)

ORDINANCE #15-05

AMENDING §106-6 DE PERE MUNICIPAL CODE REGARDING
SPECIAL VARIANCE PERMIT FOR NOISE ORDINANCE EXCEEDANCE

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

SECTION 1: §106-6(c), is hereby created to read as follows:

(c) Special Variance Permit for Noise Ordinance Exceedance in Conjunction with Outdoor Entertainment Incidental to Primary Business Activity.

(1) Permission to exceed noise ordinance limitations found in §146-8(a) of this Code in conjunction with outdoor entertainment incidental to the primary business activity on premises which is not covered by any other permit issued by any City department shall be allowed only by permit issued by the Health Director as provided in this section.

A. Application shall be made in writing to the Health Director. Such application shall include the following information:

i. Name, address and contact information of requestor;
ii. Date and location of the outdoor entertainment event;
iii. The time of date the entertainment is expected to begin and end;
iv. A description of the proposed entertainment, including name of performing group and explanation regarding requestors belief that the performance will exceed the noise limits set forth in §146-8(a) of this Code;
v. Reason permit is being requested, including steps to minimize noise; and
vi. Such fee as is determined by resolution of the Common Council shall accompany the application.

B. No permit may be issued if any conditions of a similar permit issued for the premises in the previous twelve (12) months were violated or not met.

C. No permit will be granted to allow noise ordinance exceedances to continue past 11:00 PM.

D. Permits will be issued under this section only for occasional, periodic or sporadic public entertainment noise exceedances. No more than four (4) specific events may be requested in a single permit application.

E. The permit requestor shall notify all immediately adjacent property owners of any permit being granted under this section prior to the event.

Attachment: Ord15-05 (2986 : Ordinance #15-05, Amending ?106-6 regarding Special Variance Permit for Noise Ordinance)

F. All permits issued shall be conditioned upon the following:

i. If sound amplification is to be used, it shall be positioned so as to face away from residential properties; and
ii. Any amplified sound shall be maintained at a reasonable level and shall not interfere with other's enjoyment of the neighborhood.

G. Appeal of a permit denial shall be as provided in §106-6(d) below except that the appeal shall be to the Board of Health.

SECTION 2 : All subsequent sections of §106-6 shall be renumbered accordingly.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall take effect on and after passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of January, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____
Publication Date: _____
Effective Date: _____

Attachment: Ord15-05 (2986 : Ordinance #15-05, Amending ?106-6 regarding Special Variance Permit for Noise Ordinance)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **January 6, 2015**

DEPARTMENT: **City Attorney**

FROM: **Judith Schmidt-Lehman**

SUBJECT: **Resolution #15-01, Setting Fee for Special Variance Permit for Noise Ordinance Exceedance.**

ATTACHMENTS:

- Reso15-01 (DOCX)

RESOLUTION #15-01

SETTING FEE FOR SPECIAL VARIANCE PERMIT
FOR NOISE ORDINANCE EXCEEDANCE

WHEREAS, pursuant to §106-6(c), De Pere Municipal Code, special variance permits in conjunction with outdoor entertainment incidental to primary business activity on premises may be granted by the Health Director; and

WHEREAS, the Common Council wishes to establish a fee for such special variance permit.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby imposes a $25 application fee. Such fee shall not be refundable if the permit is not granted.

BE IT FURTHER RESOLVED THAT:

Such fee as is established hereunder shall be effective upon passage of Ordinance #15-05.

BE IF FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of January, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes ____
Nays ____

Attachment: Reso15-01 (2988 : Resolution #15-01, Setting Fee for Special Variance Permit)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 6, 2015**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Resolution #15-03, Authorizing Mutual Release Agreement Between the City of De Pere and the West De Pere School District (Southwest Park Six Acre Parcel).**

ATTACHMENTS:

- Reso15-03 (DOCX)
- Mutual Waiver and Release - SW Park (PDF)

RESOLUTION #15-03

AUTHORIZING MUTUAL WAIVER AND RELEASE AGREEMENT BETWEEN THE CITY OF DE PERE AND THE WEST DE PERE SCHOOL DISTRICT
(Southwest Park Six Acre Parcel)

WHEREAS, the City of De Pere and the West De Pere School District ("the Parties") on December 27, 2005, entered into three separate Agreements concerning real property owned by the City and located within Southwest Park, to be reserved for future school use, specifically:

1. Letter of Understanding Between the City of De Pere and the West De Pere School District Concerning Southwest Park Land Sale/Facility Sharing; and

2. Agreement Regarding Reimbursement of Southwest Park Engineering Costs; and

3. Agreement Regarding Reimbursement of Southwest Park Redesign Costs; and

WHEREAS, the Parties have recognized that, since the time these Agreements were executed, circumstances of the Parties have changed so that the District believes the six acre site is no longer needed for a future elementary school and City believes it has need for the six acres currently reserved for District; and

WHEREAS, given the changed circumstances, the Parties believe it to be in their individual and mutual best interests to enter into the attached Mutual Waiver and Release Agreement to waive their rights and benefits and release the Parties from their respective obligations under the aforementioned Agreements.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Mutual Waiver and Release Agreement Between the City of De Pere and the West De Pere School District (Southwest Park Six Acre Parcel) as is attached hereto.

Attachment: Reso15-03 (2975 : Resolution #15-03, Authorizing Mutual Release Agreement with WDPSD)

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 6th day of January, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____

Attachment: Reso15-03 (2975 : Resolution #15-03, Authorizing Mutual Release Agreement with WDPSD)

MUTUAL WAIVER AND RELEASE AGREEMENT BETWEEN THE CITY OF DE PERE AND THE WEST DE PERE SCHOOL DISTRICT (Southwest Park Six Acre Parcel)

This Agreement is entered into this ____day of_____, 20___, by and between the City of De Pere, a Wisconsin Municipal Corporation ("City") and the West De Pere School District, a Wisconsin School District ("District").

WHEREAS, the City and District ("the Parties") on December 27, 2005, entered into three separate Agreements concerning real property owned by the City and located within Southwest Park, to be reserved for future school use, specifically:

1. Letter of Understanding Between the City of De Pere and the West De Pere School District Concerning Southwest Park Land Sale/Facility Sharing ("Letter of Understanding"), a copy of which is attached hereto and incorporated by reference as Exhibit 1; and

2. Agreement Regarding Reimbursement of Southwest Park Engineering Costs ("Engineering Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit 2; and

3. Agreement Regarding Reimbursement of Southwest Park Redesign Costs ("Redesign Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit 3; and

WHEREAS, the Parties have recognized that, since the time these Agreements were executed, circumstances of the Parties have changed so that the District believes the six acre site is no longer needed for a future elementary school and City believes it has need for the six acres currently reserved for District; and

WHEREAS, given the changed circumstances, the Parties believe it to be in their individual and mutual best interests to enter into this Mutual Waiver and Release Agreement to waive their rights and benefits and release the Parties from their respective obligations under the aforementioned Agreements as provided herein.

Attachment: Mutual Waiver and Release - SW Park (2975 : Resolution #15-03, Authorizing Mutual Release Agreement with WDPSD)

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

1. Letter of Understanding and Engineering Agreement

   A. District and City mutually and reciprocally, release the other, including their respective officers, officials, employees and agents, from the obligation to hold, buy or sell the six acre Southwest Park property which is the subject of the Letter of Understanding, together with any and all other obligations, both past and future, found in the Letter of Understanding Between the City of De Pere and the West De Pere School District Concerning Southwest Park Land Sale/Facility Sharing and the Agreement Regarding Reimbursement of Southwest Park Engineering Costs, both dated December 27, 2005.

   B. District and City mutually and reciprocally, waive all rights, benefits or privileges, both past and future, provided under the Letter of Understanding Between the City of De Pere and the West De Pere School District Concerning Southwest Park Land Sale/Facility Sharing and the Agreement Regarding Reimbursement of Southwest Park Engineering Costs, both dated December 27, 2005.

   C. District and City, mutually and reciprocally, further fully release the other, including their respective officers, officials, employees and agents from any and all causes of action, claims, damages, costs or other expenses arising from the Letter of Understanding between the City of De Pere and the West De Pere School District Concerning Southwest Park Land Sale/Facility Sharing and the Agreement Regarding Reimbursement of Southwest Park Engineering Costs, both dated December 27, 2005.

2. Redesign Agreement

   A. The Parties acknowledge that the purpose of the Redesign Agreement was to have the District reimburse City for costs the City incurred as a result of City's need to engage its consultant ("Rettler Corporation") to redesign certain aspects of the Master Plan for Southwest Park as a result of the Letter of Understanding. The Parties further acknowledge that City expended the $8,900 referenced in the Redesign Agreement and that District has not, to date, reimbursed City such amount.

   B. The City hereby requests reimbursement for the $8,900 found on the Redesign Agreement and submits to the District for payment the invoice attached and incorporated as Exhibit 4. Pursuant to the terms of the Redesign Agreement, District shall pay City the amount of said invoice within fifteen (15) days of

Attachment: Mutual Waiver and Release - SW Park (2975 : Resolution #15-03, Authorizing Mutual Release Agreement with WDPSD)

Attachment: Mutual Waiver and Release - SW Park (2975 : Resolution #15-03, Authorizing Mutual Release

receipt of this Agreement. Should such payment not be made within such timeframe, the District agrees that the $8,900 charge shall be placed upon the tax roll of Parcel WD-864 (District principal office) as a special charge under Wis. Stats. §66.0627.

C. Upon receipt of said reimbursement from the District, the City and District agree that:

i. District and City mutually and reciprocally, release the other, including their respective officers, officials, employees and agents, from any and all obligations, both past and future, found in the Agreement Regarding Reimbursement of Southwest Park Redesign Costs dated December 27, 2005;

ii. District and City mutually and reciprocally, waive all rights, benefits or privileges, both past and future, provided in the Agreement Regarding Reimbursement of Southwest Park Redesign dated December 27, 2005; and

iii. District and City, mutually and reciprocally, further fully release the other, including their respective officers, officials, employees and agents from any and all causes of action, claims, damages, costs or other expenses arising from the Agreement Regarding Reimbursement of Southwest Park Redesign Costs dated December 27, 2005.

3. Miscellaneous

A. Each party signing below represents that it has the full authority of its Board or Council to execute this Mutual Release on behalf of the respective entity.

B. This instrument contains the entire Agreement between the Parties and no changes or modifications hereto shall be made except in writing, duly signed by authorized representatives of the City and District.

C. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Wisconsin.

CITY OF DE PERE
By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

WEST DE PERE SCHOOL DISTRICT
By:

John R. Zegers, Superintendent

Tom Van De Hei, School Board President

Attachment: Mutual Waiver and Release - SW Park (2975 : Resolution #15-03, Authorizing Mutual Release

LETTER OF UNDERSTANDING
BETWEEN
CITY OF DE PERE AND WEST DE PERE SCHOOL DISTRICT
CONCERNING SOUTHWEST PARK LAND SALE/FACILITY SHARING

This Letter of Understanding is entered into this 27th day of December 2005, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and the West De Pere School District, a Wisconsin school district ("District").

WHEREAS, the City owns approximately eighty-three (83) acres of undeveloped property located on Lawrence Drive in the City of De Pere, upon which the City is undertaking improvements; and

WHEREAS, the District has, in its long-range planning process, identified a new elementary school as a future need of the District; and

WHEREAS, the District believes that the location of the City Park, known currently as "Southwest Park," would fit the sitting needs of the District for a future school; and

WHEREAS, the location of a future school for the District adjacent to or within the City's Southwest Park has cost sharing and facility sharing benefits to both parties and the taxpayers of both entities; and

WHEREAS, the City is willing to sell and the District is willing to purchase approximately a six (6) acre parcel (depicted in Exhibit "A") from the parcel identified as the Southwest Park property from the City upon such terms and conditions as are mutually agreed upon by the parties to be negotiated and executed as part of a purchase and sale agreement of such property which shall set forth the terms and conditions of the sale and usage of the adjacent properties within Southwest Park; and

Attachment: Mutual Waiver and Release - SW Park (2975 : Resolution #15-03, Authorizing Mutual Release

WHEREAS, this Agreement shall be governed by the provisions of Section 66.0301, Wisconsin Statutes;

NOW, THEREFORE, the parties do hereby agree as follows:

1. The City and the District mutually agree that the City will sell to the District and the District will purchase from the City, a six (6) acre parcel upon which the District intends to locate a school taking into consideration the joint use needs of the parties, including but not limited to parking facilities, utility needs, restroom facilities, playground and open field requirements for the use by the District for its elementary school and also for the use by the City. The terms and conditions of such purchase and sale shall be as set forth in a purchase and sale agreement to be negotiated and executed by the parties.

2. The purchase price of the six (6) acre parcel shall be the fair market value of such property as determined by a qualified real estate appraiser of the District's choosing. The District shall pay the cost for such real estate appraisal. If City believes the fair market value as determined by the District's appraiser is not accurate, it may arrange and pay for its own appraiser to appraise said property. If the two appraisals do not agree as to fair market value, the two appraisers utilized shall mutually select a third qualified appraiser, whose fair market value determination shall be final. City and District shall equally share in the costs of a third appraisal.

Attachment: Mutual Waiver and Release - SW Park (2975 : Resolution #15-03, Authorizing Mutual Release

3. The parties shall cooperate and work together in conveying the property to the District pursuant to the provisions of a purchase and sale agreement as may be agreed upon by the District and the City.

4. The parties agree that a joint use agreement shall be negotiated and entered into by the parties with each party agreeing to pay its proportional share for facilities servicing the properties included, but not limited to, parking lot, utilities, restroom accommodations, lighting, soil/earth work necessary to grade the site, and engineering for the same. The parties agree to cooperatively work together in determining the method of District payment to the City for such infrastructure improvements in a manner which is mutually acceptable and advantageous to the District's future school financing.

5. The parties will cooperate in the execution of easements or other agreements on documents necessary to ensure the access to the joint facilities by both parties.

6. The parties agree that the City shall maintain and cut the grass on District property, for which the City will bill the District based upon the City's actual cost of such maintenance. The City shall, on a yearly basis, notify the District what the per-hour cost for such activity shall be, based upon the City's labor rates to be in effect for that year.

7. It is recognized by the parties that this is a Letter of Understanding. The purpose of this letter is to provide a general outline that both parties agree to cooperate with one another with regard to sharing and joint use of

facilities which will result in savings to both governmental entities. It is also recognized that the District and City will each be making large investments in the construction of a school and park facilities at the site. In that regard, it is recognized that it will be necessary for the District to have facilities for the school and the City to have facilities for the park located within the 80-acre park parcel for the benefit of each other. Therefore, the parties recognize that any further agreements entered into by them must be long-term agreements ensuring the joint utilization of both parcels by the parties in a mutually advantageous fashion and shall be entered into, executed and recorded simultaneously with the recording of the deed or instrument of conveyance with regard to the six (6) acre parcel that the District is purchasing.

8. It is recognized by the parties that if either party fails to perform its required responsibilities under this Agreement, the other party shall provide written notice of such failure to perform. Continued failure to perform after such notice shall be grounds to terminate this Agreement. Any work performed by the City under this Agreement and not paid for at the time the Agreement is terminated remains the responsibility of the District to pay and any work performed by the District and not yet paid for by the City at the time such Agreement is cancelled, remains the responsibility of the City.

9. Notices under this Agreement shall be sent as follows:

If to City:

City Administrator
335 South Broadway
De Pere, WI 54115

If to District:

West De Pere School District
Business Manager
930 Oak Street
De Pere, WI 54115

10. This Letter of Understanding may be modified by the parties upon mutual written consent.

Dated this 27th day of December, 2005.

WEST DE PERE SCHOOL DISTRICT

By: _____
Dr. Lanny Tibaldo, Superintendent

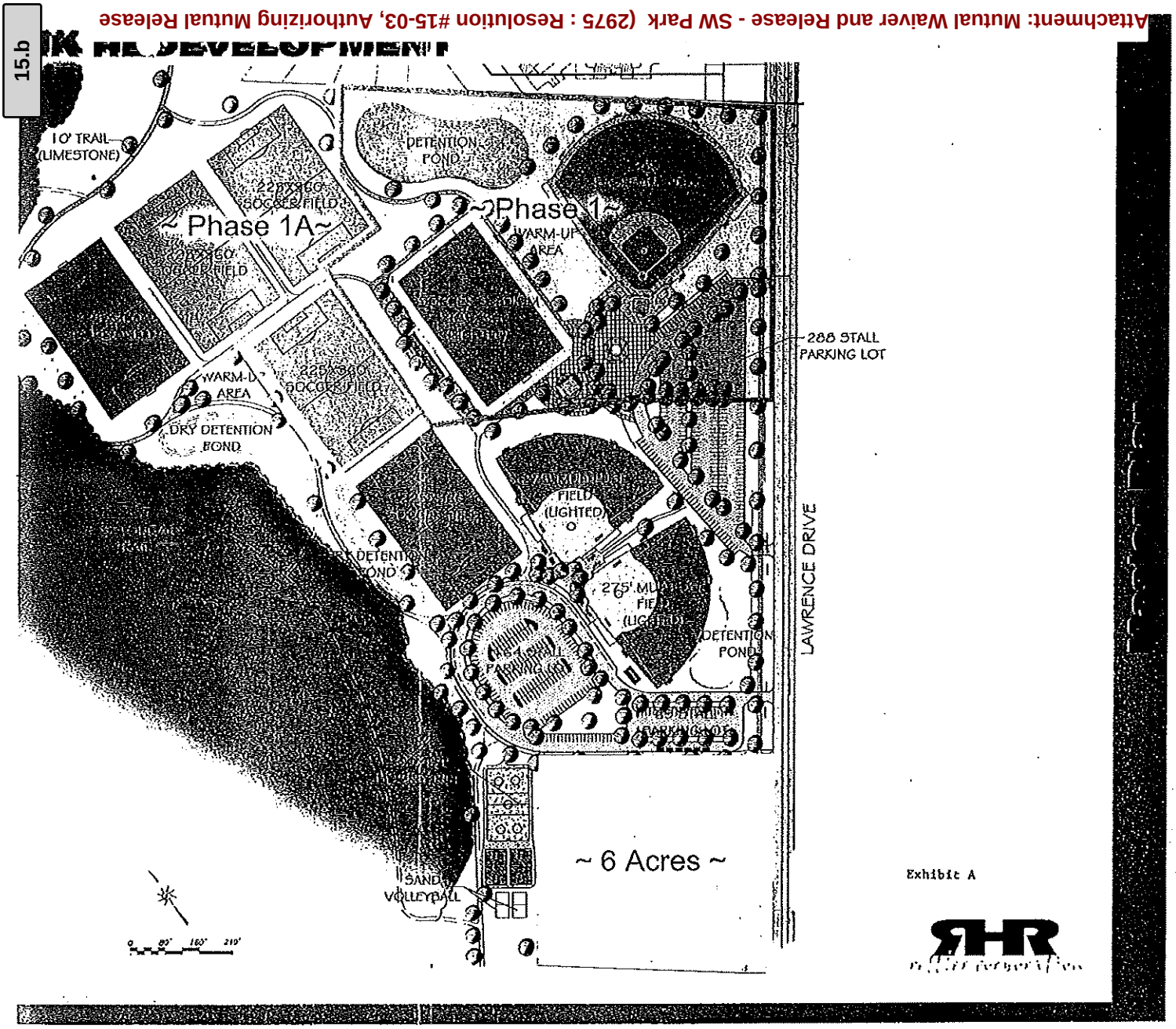
By: _____
Barbara Van Deurzen,
School Board President

CITY OF DE PERE

By: _____
Michael J. Walsh, Mayor

By: _____
David G. Minten,
Clerk-Treasurer

Attachment: Mutual Waiver and Release - SW Park (2975 : Resolution #15-03, Authorizing Mutual Release



Attachment: Mutual Waiver and Release - SW Park (2975 : Resolution #15-03, Authorizing Mutual Release

SOUTHWEST PARK ENGINEERING COSTS

THIS AGREEMENT, made and entered into this 27th day of December, 2005, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and the West De Pere School District, a Wisconsin school district and body corporate. ("District").

WHEREAS, the City and District have been involved in discussions concerning mutual benefits arising from locating a future elementary school adjacent to and contiguous with City park facilities; and

WHEREAS, the District has indicated to the City its desire to purchase approximately 6 acres of said Southwest Park property for the purpose of locating a future elementary school for the District; and

WHEREAS, the City's Consultant, Rettler Corporation has to date finalized approximately 70% of its engineering work for the Southwest Park design, located on Lawrence Drive; and

WHEREAS, the City and District are interested in entering into such sale/purchase agreement even though such sale of property to the District will necessitate re-engineering certain features for the Southwest Park by City's consultant, Rettler Corporation; and

WHEREAS, the City is willing to engage Rettler Corporation to embark upon such re-engineering provided that the District agrees to reimburse the City for all costs associated therewith.

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

1. The City shall authorize Rettler Corporation to perform such tasks as are defined in the proposed "Amendment #2 to the Master Plan Layout of the Southwest Park", attached hereto and incorporated by reference as Exhibit A.

2. District shall reimburse the City for all costs and payments due Rettler under such Amendment #2. Such cost shall be included in the final purchase price for the property when sold to the District. Should the property sale between City and District not take place, the District shall

15.b

Attachment: Mutual Waiver and Release - SW Park (2975 : Resolution #15-03, Authorizing Mutual Release

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reimburse the City the total amount hereunder within 20 days of invoice.

3. The reimbursement obligations of the District are limited to those set out in Exhibit A. However, should additional costs or services be incurred above such amount, such additional reimbursement can be authorized upon mutual written consent of the parties. Any additional costs or services shall be reviewed by the District for its approval prior to authorization by the City.

4. The City authorizes Rettler representatives to discuss District needs directly with District personnel in order to fulfill the re-engineering obligations under Exhibit A.

5. This Agreement is subject to amendment upon mutual agreement, in writing, by both parties.

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

WEST DE PERE SCHOOL DISTRICT

Barbara Van Deurzen, Board President

Sue Hofmann, Board Secretary

CITY OF DE PERE

Michael J. Welsh, Mayor

David G. Minten, Clerk-Treasurer

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Attachment: Mutual Waiver and Release - SW Park (2975 : Resolution #15-03, Authorizing Mutual Release

September 14, 2005

City of DePere
C/o Mr. Jerold Perkofski
Director of Parks and Recreation
925 South 6th Street
De Pere, WI 54115

Re: Southwest Park Development
Rettler Corporation Project # 4.139
Design Services – Contract Amendment #2

Dear Mr. Perkofski:

As per our meeting on September 13th, the following is a breakdown of the additional services on the above referenced project.

1) Phase 1 construction bid documents have been completed to approximately 70% of final completion; due to the revised master plan the construction bid documents need to reflect said revisions. Revisions will be made to the drawings, including layout plan, grading plan, erosion control plan, utility plan, storm sewer plan, landscape restoration plan and details. Storm water management engineering calculations, and project specification also needs to be revised.

Total for above services: $20,000.00

In order for us to proceed with these additional services, please sign and date this document or provide other suitable written authorization/contract amendment.

If you have questions regarding the above information please feel free to contact our office.

Sincerely,

Jeff Bahling, RLA, ASLA
Project Manager

Accepted by: Michael J. Walsh
Michael J. Walsh, Mayor

Date: 12-27-05

Accepted By: David G. Minten
David G. Minten, Clerk-Treasurer

Date: 12-27-05

[redacted]

Exhibit A

Attachment: Mutual Waiver and Release - SW Park (2975 : Resolution #15-03, Authorizing Mutual Release

AGREEMENT REGARDING REIMBURSEMENT OF SOUTHWEST PARK REDESIGN COSTS

THIS AGREEMENT, made and entered into this 27th day of December, 2005, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and the West De Pere School District, a Wisconsin school district and body corporate. ("District").

WHEREAS, the City and District have been involved in discussions concerning mutual benefits arising from locating a future elementary school adjacent to and contiguous with City park facilities; and

WHEREAS, the District has indicated to the City its desire to purchase approximately 6 acres of said Southwest Park property for the purpose of locating a future elementary school for the District; and

WHEREAS, the City's Consultant, Rettler Corporation has finalized its design for its Southwest Park, located on Lawrence Drive; and

WHEREAS, the City and District are interested in entering into such sale/purchase agreement even though such sale of property to the District will necessitate redesigning certain features for the Southwest Park by City's consultant, Rettler Corporation; and

WHEREAS, the City is willing to engage Rettler Corporation to embark upon such redesign provided that the District agrees to reimburse the City for all costs associated therewith.

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

1. The City shall will authorize Rettler Corporation to perform such tasks as are defined in the proposed "Amendment #1 to the Master Plan Layout of the Southwest Park", attached hereto and incorporated by reference as Exhibit A.

2. District shall reimburse the City for all costs and payments due Rettler under such Amendment #1. All reimbursement payments by the District shall be made to the City within 15 days of invoice from the City to the District.

Attachment: Mutual Waiver and Release - SW Park (2975 : Resolution #15-03, Authorizing Mutual Release

3. The reimbursement obligations of the District are limited to those set out in Exhibit A. However, should additional costs or services be incurred above such amount, such additional reimbursement can be authorized upon mutual written consent of the parties. Any additional costs or services shall be reviewed by the District for its approval prior to authorization by the City.

4. The City authorizes Rettler representatives to discuss District needs directly with District personnel in order to fulfill the redesign obligations under Exhibit A.

5. This Agreement is subject to amendment upon mutual agreement, in writing, by both parties.

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

WEST DE PERE SCHOOL DISTRICT

Barb Van Deurzen, Board President

Sue Hofmann, Board Secretary

CITY OF DE PERE

Michael J. Walsh, Mayor

David G. Minten, Clerk-Treasurer

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Attachment: Mutual Waiver and Release - SW Park (2975 : Resolution #15-03, Authorizing Mutual Release

Amendment #1
Scope of Services
De Pere Southwest Park Master Plan Update
De Pere, Wisconsin
July 13, 2005

I. Data Collection

A. Obtain Plat of Survey for project site from Owner. Digital files compatible in Auto Cadd 2002.
   1. Topographic mapping to include 1' contours. On-site surveying is not included in this proposal.

B. Review existing Master Plan and development process for project area.

C. Meet with Owner to review project scope, schedules, existing and proposed site conditions and identify objectives known with respect to development of project.

D. Obtain geotechnical soil information from Owner.

E. Obtain existing wetland, floodplain, environmental and soils mapping as provided by local regulatory agency.

II. Development Program / Need Assessment

A. Meet with Owner and School District to develop understanding of possible elementary school development.
   1. 76,000 S.F. building footprint
   2. Pedestrian requirements
   3. Circulation, including bus stacking, parent drop off and pick up area, parking, etc.
   4. Play areas, hard surface and soft surface space.
   5. Loading and service access.
   6. Outdoor study spaces, etc.
   7. Etc.

B. Meet with Bray Associates Architects, Inc. to obtain sample footprint and collaborate on site plan.

C. Meet with Park Committee to discuss proposed additions to park project and potential site impacts.

Attachment: Mutual Waiver and Release - SW Park (2975 : Resolution #15-03, Authorizing Mutual Release

D. Finalize list of updated need requirements to be considered for inclusion into conceptual plans.

III. Site Analysis

A. Review site analysis issues for site, per previous study.
   1. Soils
   2. Utility expansion
   3. Topography and slope
   4. Site access
   5. Future pedestrian linkages
   6. Demolition of existing items
   7. Etc.

B. Document list of items, which will enhance or constrain future development.

IV. Master Plan Development

A. Develop conceptual layouts for new park layout.

B. Present preliminary conceptual plans to Owner and school district for input and approval.

C. Finalize revised Master Plan.

D. Develop cost analysis for current Master Plan and identified priority uses and site elements.

E. Develop phased development plan.

F. Develop Phase I project for approval to proceed with construction documents and bidding.

G. Provide Master Plan drawing which incorporates input from concept development (24" x 36").

H. Submit line item cost estimates for all improvements, based on 2003 – 2004 construction costs of similar projects completed by Rettler Corporation. Develop phased development strategy and budgets.

I. Provide one (1) 24" x 36" and (1) 11" x 17" color rendering of the Master Plan.

J. Identify permit program analysis (if required and/or as determined by project development).

Attachment: Mutual Waiver and Release - SW Park (2975 : Resolution #15-03, Authorizing Mutual Release

K. Finalize program development process, site plan analysis, Master Plan development, cost estimates, and phasing scenario.

V. Compensation for Services

A. All payments will be billed against a "Not to Exceed" total.

B. If the Owner changes the Scope of Services after initiation of services the Consultant has the right to renegotiate the compensation for the charged services.

C. All governmental fees will be paid directly by the Owner.

D. Construction documents are not included in this proposal.

E. Periodic invoices will be submitted on a 30-day basis. The billing amount will be determined based upon the current percent completion of services.

VI. Schedule of Not to Exceed Payment

A. Master Plan Development
Items I – IV .....$ 8,900.00

VII. Contract Agreement

A. This proposal shall remain firm for a period of ninety (90) days after the contract date below as signed by Rettler Corporation. The proposal may be withdrawn after this time.

Rettler Corporation

Rick Rettler, RLA, ASLA
President

7-13-05
Date

De Pere Park/ Recreation and Forestry

Michael J. Walsh, Mayor

12-27-05
Date

David G. Minten, Clerk-Treasurer

12-27-05
Date

RHR rettler corporation

INVOICE

December 5, 2014

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

TO Kevin Hansen
West De Pere School District
400 Reid Street, Suite W
De Pere, WI 54115

JOB	PAYMENT TERMS
Southwest Park Six Acre Parcel	15 days from receipt

QTY	DESCRIPTION	INVOICE TOTAL
1	Reimbursement of costs for redesign of Master Plan of Southwest Park per the Agreement Regarding Reimbursement of Southwest Park Redesign Costs dated December 27, 2005	$8,900.00
	TOTAL	$8,900.00

Please make check payable to the City of De Pere Clerk-Treasurer

Exhibit 4

Attachment: Mutual Waiver and Release - SW Park (2975 : Resolution #15-03, Authorizing Mutual Release Agreement with WDPSD)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **January 6, 2015**

DEPARTMENT: **Board of Park Commissioners**

FROM: **Marty Kosobucki**

SUBJECT: **Resolution #15-04, Authorizing Agreement for Consultant Services Between the City of De Pere and Ayres Associates Inc (Dog Park Wetland Permit).**

We received two quotes to have a consultant navigate our permit process for the Dog Park. In reviewing both quotes (Ayers and Associates and Graef), we feel both companies outline the needed tasks to complete the permit process as we have requested. Considering both quotes outline the needed tasks and consider both companies are highly competent, staff recommends going with the low bid by Ayres and Associates for $1700.

ATTACHMENTS:

- Reso15-04 (DOCX)
- Ayres (dog park permit) 12-14-151-005-14 (DOCX)
- Exhibit A - Ayres (PDF)
- Exhibit B - Ayres (PDF)

RESOLUTION #15-04

AUTHORIZING AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF DE PERE AND AYRES ASSOCIATES INC.
(Dog Park Wetland Permit)

WHEREAS, the City is in need of assistance completing a wetland permit associated with the De Pere Dog Park; and

WHEREAS, Ayres Associates Inc. has available and offers to provide personnel and equipment necessary to accomplish that permit filing within the required time; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Agreement for Consultant Services Between the City of De Pere and Ayres Associates Inc. (Dog Park Wetland Permit) 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 6th day of January, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____

Attachment: Reso15-04 (2977 : Resolution #15-04, Authorizing Consulting Agreement w/Ayres to permit wetlands in Dog Park)

AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF DE PERE AND AYRES ASSOCIATES INC.
(Dog Park Wetland Permit)

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between the City of De Pere, Wisconsin, ("City"), and Ayres Associates Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of assistance completing a wetland permit associated with the De Pere Dog Park; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The permitting project is as described in the City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated December 8, 2014 (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 a conflict exists between Exhibit A and the terms of this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

Attachment: Ayres (dog park permit) 12-14-151-005-14 (2977 : Resolution #15-04, Authorizing Consulting Agreement w/Ayres to permit

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 shall be completed in accordance with the time frame set forth by the City. Should Consultant encounter any circumstances, which, in the Consultant's opinion,

Attachment: Ayres (dog park permit) 12-14-151-005-14 (2977 : Resolution #15-04, Authorizing Consulting Agreement w/Ayres to permit

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, an amount not to exceed $1,700 as identified in Exhibit B. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

IX. RESPONSIBILITY OF CONSULTANT

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

X. 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 to a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $600,000.

Attachment: Ayres (dog park permit) 12-14-151-005-14 (2977 : Resolution #15-04, Authorizing Consulting Agreement w/Ayres to permit

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

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

Attachment: Ayres (dog park permit) 12-14-151-005-14 (2977 : Resolution #15-04, Authorizing Consulting Agreement w/Ayres to permit

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 circumstanced beyond the control of the Consultant to 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

Attachment: Ayres (dog park permit) 12-14-151-005-14 (2977 : Resolution #15-04, Authorizing Consulting Agreement w/Ayres to permit

to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

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

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

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 Director
925 South Sixth Street
De Pere, WI 54115

Attachment: Ayres (dog park permit) 12-14-151-005-14 (2977 : Resolution #15-04, Authorizing Consulting Agreement w/Ayres to permit

If to Consultant:

Ayres Associates Inc.
Attention: Cindy J. Wojtczak
3376 Packerland Drive
De Pere, WI 54115

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

AYRES ASSOCIATES INC.	**CITY OF DE PERE**
By:	By:
_____	_____
Print Name: _____	Michael J. Walsh, Mayor
Title: _____	
_____	_____
Print Name: _____	Shana L. Defnet, Clerk-Treasurer
Title: _____	

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Attachment: Ayres (dog park permit) 12-14-151-005-14 (2977 : Resolution #15-04, Authorizing Consulting Agreement w/Ayres to permit

Attachment: Exhibit A - Ayres (2977 : Resolution #15-04, Authorizing Consulting Agreement w/Ayres to

Request for Proposals
For
Dog Park Permitting

The City of De Pere would like to invite your firm to submit a proposal to assist the City in obtaining an After-the-Fact Wetland Permit for wetland impacts from the Wisconsin Department of Natural Resources for the De Pere Dog Park.

Your proposal must be submitted to our office by December 8, 2014, at 12:00 p.m.

GENERAL INFORMATION:

Upon developing a Master Plan for the De Pere Dog Park it was discovered that several areas of wetlands were impacted. After meeting with WDNR staff, the City must submit an ATF Permit to rectify the issue. The ATF Permit will cover areas the City wishes to leave permitted and areas that can/should be restored. The area to be covered with the permit is under 10,000 SF (wetland impact is 2,993 square feet). The impacted area has been converted to a parking lot for recreational facilities.

In the summer of 2014, the City contracted NES to conduct a wetland study. We have included a graphic displaying the impacted wetlands of the Dog Park. The complete study will be made available for review upon request.

The De Pere Dog Park is a highly used park located on Bio Tech Way in the West Side Industrial Park. The park sits on City owned landed approximately 19 acres in size.

The City will handle all details and compliance after the permit has been received from the WDNR and/or other agencies.

SCOPE OF SERVICES:

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

1. Review of current wetland study.
2. Site visit.
3. Meeting with City of De Pere Staff to determine needs of park and permitting process.
4. Complete all steps necessary to submit appropriate permit(s) to the WDNR and/or other agencies on behalf of City of De Pere.
5. Plans and specifications for the construction of the facilities.
6. Project kickoff meeting which will include a site visit.
7. One additional meeting.

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

SCHEDULING:

Proposals will be taken to the Board of Park Commissioners on December 18th and City Council on December 23. The contractor will start immediately on January 5, 2015.

Exhibit A

Attachment: Exhibit A - Ayres (2977 : Resolution #15-04, Authorizing Consulting Agreement w/Ayres to

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 ort damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub consultants in prosecuting the work.

FEE:

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

DELIVERY:

The deliverables for the project includes the following:

1. Provide three (3) copies of all (each) necessary permits and one (1) digital file of the permit(s).

ADDITIONAL INFORMATION:

The City will provide the following information to the consultant:

1. Site design information.
2. Wetland delineation information.
3. Proposed Master Plan for Dog Park.

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

A sample consultant agreement is attached, however this agreement will be subject to changes as required by the nature of the contract to be awarded.

Proposed Fee Schedule

Company Name:_____

Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

Fee (Total):_____

Fee Breakdown:

ATF Wetland Permit:_____

AYRES ASSOCIATES

December 8, 2014

Marty Kosobucki
City of De Pere
925 South Sixth Street
De Pere, WI 54115

Re: Proposal – Dog Park Permitting

Dear Mr. Kosobucki:

Ayres Associates is excited to partner with the City for the completion of an after-the-fact wetland permit for the De Pere Dog Park. We offer:

- **Expertise.** Our project team has completed many wetland permits and is extremely knowledgeable in the regulatory processes required.
- **Regulatory Knowledge.** We have the relationships with regulatory agencies to minimize surprises. Our best clients have told us our ability to move projects through the regulatory process is one of the top reasons that they come back to us again and again.
- **Availability.** We are available to begin work immediately after receiving the notice to proceed.

We understand that the City of De Pere has met with Wisconsin Department of Natural Resources (WDNR) staff and that part of the wetland impacts that occurred at the dog park have already been mitigated. Approximately 3,000 square feet of additional wetland impacts will be permitted under this after-the-fact permit. Ayres Associates proposes to complete the following work items associated with the after-the-fact permit application:

1. Complete a review of the 2014 wetland study for the dog park.
2. Meet with City staff to discuss the permitting process and obtain all necessary information.
3. Prepare and submit the forms and attachments necessary to secure the after-the-fact permit coverage under WDNR-GP4-2013 for the approximately 3,000 square feet of wetland filling associated with the parking lot.

The proposed fee schedule for the work described above is attached to this letter. The City of De Pere would be responsible for all permit fees charged by the WDNR.

Thank you for considering Ayres Associates for the City's wetland needs. If you have any questions, please contact either of us.

Sincerely,

Ayres Associates Inc

Cindy J. Wojtczak, EDFP
Supervisor – Engineering Services
920.498.1200
WojtczakC@AyresAssociates.com

Sarah J. Nunn, PE
Project Engineer
920.639.3451
NunnS@AyresAssociates.com

Sarah Nunn, PE, Civil Engineer

Total Experience

8 Years

Registrations

Registered Professional Engineer, WI, 2011

Certifications

Certified Open Water Diver, PADI, 2010

Confined Space Training

Hazardous Waste Operations and Emergency Response 8-Hour Refresher, National Environmental Trainers, 2014

Education

BS, Civil Engineering, Michigan Technological University, 2006

Training

Water Treatment Training Instructor – WRWA – Plover, Spooner, Fennimore, West Point, 2011

Memberships

American Society of Civil Engineers

Wisconsin Rural Water Association

Wisconsin Water Association

Ms. Nunn joined Ayres Associates full time in January 2007. She is responsible for assisting project engineers with a wide range of civil engineering projects. She evaluates and applies standard engineering techniques, procedures, and criteria to create designs, engineering evaluations, site plans, reports, studies, and specifications. Ms. Nunn participates in the project bidding process and provides on-site construction observation and administration. She communicates directly with regulatory agencies, contractors, and clients as necessary.

Though we live in an age where communication can be carried out in a range of ways, she understands that the value of face-to-face meetings has yet to be improved on. Sitting down – whenever it's needed – and talking to clients is the best way to ensure that project goals are understood and project issues are resolved immediately.

Here is what Ron Anderson, utility manager for the City of Gillett, had to say about Ms. Nunn's work on the City's 2012 Street and Utility Improvements project: "She goes way beyond the scope of things to take care of her clients. She's building a good reputation for your company."

Related Projects

Diversified Woodcrafts Wetland Permits: Responsible for local engineering representation with the Village of Suring and the business, Diversified Woodcrafts. Project involved completion of after-the-fact wetland-filling permit with on-site mitigation. Work items included completion of wetland delineation, after-the-fact permits, alternatives analysis, wetland mitigation plan, as-built construction report, and annual wetland monitoring. Once after-the-fact permit was completed, additional wetland-filling permit was completed to fill additional 10,000 square feet. Extensive coordination with Wisconsin Department of Natural Resources (WDNR) and U.S. Army Corps of Engineers was required to obtain after-the-fact permit as well as additional wetland-filling permit.

Village of Lena Radium Removal Treatment: Responsible for design engineering and construction project management. Project involved design and construction of radium removal treatment facility and associated sanitary sewer and water mains. Sanitary sewer and water mains cross through wetlands, requiring appropriate WDNR permits.

Jen Jacobson, Environmental Scientist

Total Experience

6 Years

Education

BS, Ecology and Environmental Biology, University of Wisconsin-Eau Claire, 2008

Training

Critical Methods in Wetland Delineation, 2010

Basic Wetland Delineation, 2010

Wetland Law & Permitting Changes in WI, 2012

Advanced Wetland Delineation, 2013

Karner Blue Butterfly Monitoring, 2014

Memberships

Society of Wetland Scientists

Association of State Wetland Managers

Ms. Jacobson joined Ayres Associates in 2012 as an environmental scientist. She brings detail-oriented attention to her work in researching permit requirements under local, state, and federal agencies; gathering and analyzing a variety of scientific data; preparing reports and permit applications; and monitoring regulatory compliance. She brings six years of consulting experience completing wetland determinations and delineations, wetland restoration monitoring, vegetation inventories, and habitat assessment surveys, and preparing grant applications.

Related Projects

Preferred Sands General Engineering: Responsible for wetland permitting. Project involves assisting Preferred Sands of Wisconsin, LLC, with compliance monitoring and evaluation of its Blair facility as well as design of various stormwater control and best management practice structures. Services include reviewing current operations, evaluating and reviewing existing facilities, and generating plans and reports to develop strategy to move forward with operations that stay in compliance with permits and regulations.

Byllesby Dam Spillway Modifications: Responsible for preparing wetland permitting materials and stormwater pollution prevention plan. Project involves completing final design and providing construction observation for adding 80% more spillway capacity to Byllesby Dam in Dakota County, Minnesota.

EOG DD Sand Mine: Responsible for wetland delineation and permitting as well as construction observation for installation of crossing at waterway and adjacent wetland area. Project involves preparing design and permits for culvert and driveway crossing of navigable stream associated with sand mine access road on Peltier and Degerman property in Town of Arland, Barron County. EOG has also retained Ayres Associates to develop mine design, conduct stormwater permitting, and develop design documents to enable adjacent town roads to carry anticipated loads.

Washburn County Minong Flowage Dam Feasibility Study and Repairs: Responsible for wetland delineation and coordination of wetland mitigation. Project involved adding 50% more spillway flow capacity, replacing three slide gates and two flashboard bays, reconstructing six spillway piers, stabilizing steep embankments, repairing inoperable sluiceway gate, replacing sections of deteriorated sluice gate trash rack, adding new stepped spillway, and replacing old apron with dentated endsill. County had only four of 22 original 1936 design drawings, so many design details had to be field-modified for differing site conditions.

Proposed Fee Schedule

Company Name: Ayres Associates

Company Address: 3376 Packerland Drive

Company Address: Ashwaubenon, WI 54115

Company Representative: Cindy Wojtczak, EDFP, Supervisor – Engineering Services

Signature: Cindy J Wojtczak

Fee (Total): $1,700

Fee Breakdown: Estimated staff hours: 20

ATF Wetland Permit: $1,700

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **January 6, 2015**

DEPARTMENT: **Planning**

FROM: **Ken Pabich**

SUBJECT: **Resolution #15-05, Authorizing Street Name Change (Renkins Court to Renkens Court).**

ATTACHMENTS:

- Reso15-05 (DOCX)
- Exhibit A (PDF)
- Renkens (PDF)
- Road Name Change (PDF)
- PC_Staff_Memo_Renkens (PDF)

RESOLUTION #15-05

AUTHORIZING STREET NAME CHANGE
(Renkins Court to Renkens Court)

WHEREAS, it has been brought to the attention of City officials that the right of way originally recorded as "Renkins Court" is properly spelled "Renkens Court"; and

WHEREAS, correcting the name of this street will not impact the street address used by the abutting parcels, namely WD-D0208, WD-D0210, WD-D0209 and WD-D0207; and

WHEREAS, the Plan Commission has reviewed such request and recommends approval thereof; and

WHEREAS, Wis. Stats. §236.295 requires the Common Council to consent to such name change.

NOW THEREFORE, BE IT RESOLVED THAT:

The Common Council approves and authorizes the street name change of Renkins Court to Renkens Court depicted on the scale map attached as Exhibit A.

BE IT FURTHER RESOLVED THAT:

The Clerk-Treasurer is directed to record a certified copy of this Resolution with the Brown County Register of Deeds.

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 6th day of January, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

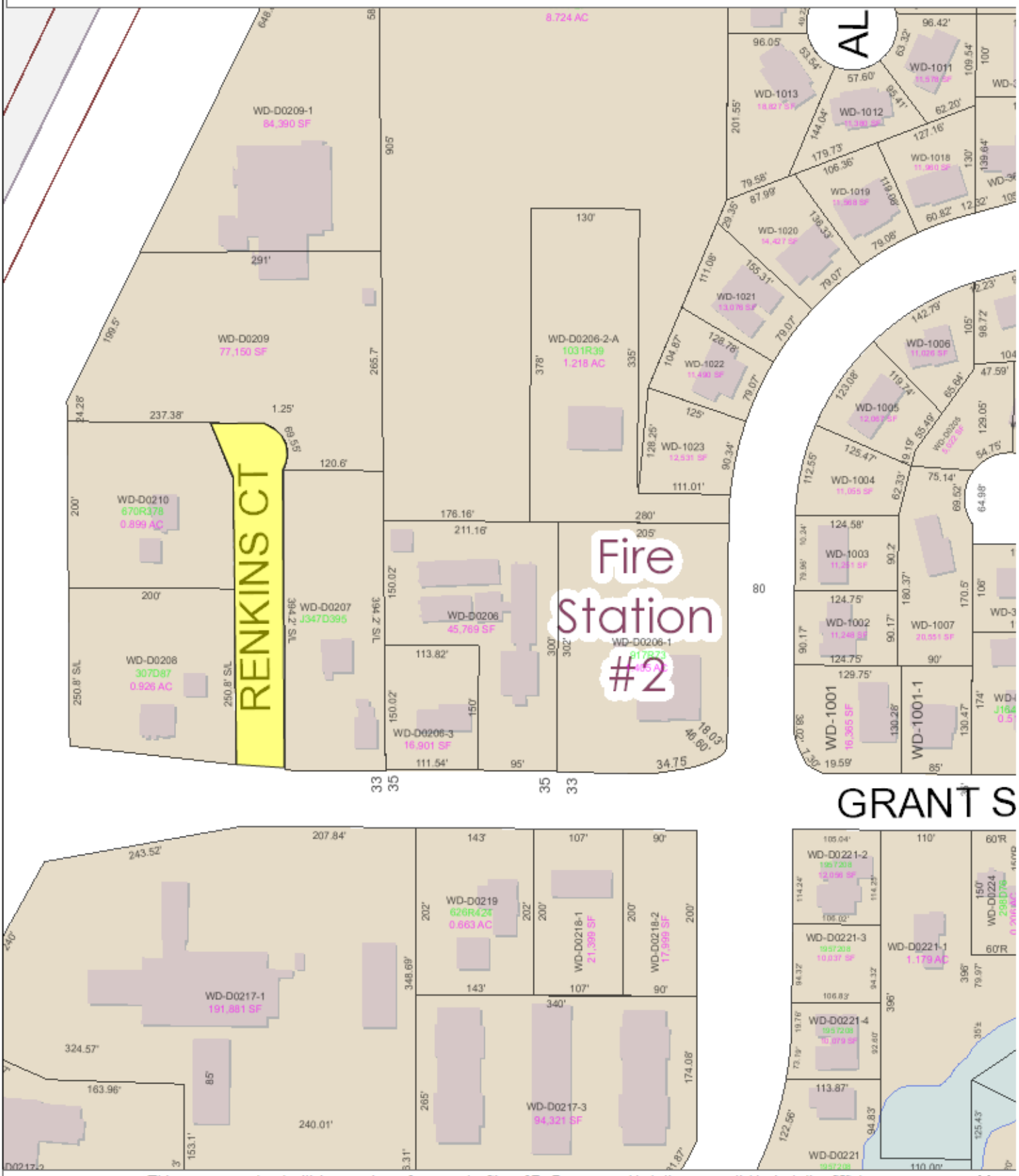
ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes: ____
Nays: ____

Attachment: Reso15-05 (2969 : Resolution #15-05, Authorizing Street Name Change)

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.

N
W

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

12/19/2014

Attachment: Exhibit A (2969 : Resolution #15-05, Authorizing Street Name Change)

CITY OF DE PERE

APPLICATION FOR STREET NAME CHANGE

Fee: $ 160.00
Receipt #: NA
Date: August 20, 2014

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)	Authorized Representative	Title	
City of De Pere	Ken Pabich	Director of Planning	
Mailing Address 335 S Broadway, De Pere WI 54115	City De Pere	State WI	ZIP Code 54115
Email Address kpabich@mail.de-pere.org	Phone Number (incl. area code) 920-339-4043	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)	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: Street Name Change

Current Street Name:	Renkins Court
New Street Name:	Renkens Court

SECTION 4: Street Name Change Information

Reason for Requesting Name Change:	The name the street was named after is spelled Renkens.

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative for this Application. I certify that the information contained in this form and attachments is true and accurate.

Name of Owner/Authorized Representative (please print)	Title	Phone Number
Ken Pabich	Director of Planning	920-339-4043
Signature of Applicant		Date Signed August 20, 2014

Maps and scaled drawings which help explain the request are strongly encouraged.

Attachment: Renkens (2969 : Resolution #15-05, Authorizing Street Name Change)

Road Name Change

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

12/15/2014

Attachment: Road Name Change (2969 : Resolution #15-05, Authorizing Street Name Change)

Item #3: **Review the Street Name Change Request for Renkins Court to Renkens Court. Applicant: City of De Pere.***

The City of De Pere is requesting that the name of Renkins Court be changed to Renkens Court. The family that the street was named after was actually spelled as Renkens. Staff is not sure why the street name was initially recorded with the incorrect spelling. There is only one property owner that is affected by the name change and they have been notified of the change and have not responded with any concerns.

Recommendation
Staff recommends approval of the street name change request, and that it be forwarded to the Common Council for approval.

Attachment: PC_Staff_Memo_Renkens (2969 : Resolution #15-05, Authorizing Street Name Change)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 6, 2015**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Defnet**
SUBJECT:	**Voucher Approval.**

ATTACHMENTS:

- VOUCHERS 1-6-2015 (PDF)

PACKET: 04624 JAN 2015 COUNCIL - 1 2014

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6426	ACL							
	I-201411-0	ACL	R	12/31/2014		53.60CR	073659	53.60
0302	AIRGAS USA LLC							
	I-9034102732	AIRGAS USA LLC	R	12/31/2014		106.02CR	073660	
	I-9923358158	AIRGAS USA LLC	R	12/31/2014		211.85CR	073660	
	I-9923358159	AIRGAS USA LLC	R	12/31/2014		370.09CR	073660	
	I-9923358160	AIRGAS USA LLC	R	12/31/2014		86.20CR	073660	774.16
5604	AURORA BAYCARE MED CTR LLC							
	I-TT136	AURORA BAYCARE MED CTR LLC	R	12/31/2014		166.85CR	073661	166.85
0020	BADGERLAND PRINTING INC							
	I-24765	BADGERLAND PRINTING INC	R	12/31/2014		24.00CR	073662	
	I-24816	BADGERLAND PRINTING INC	R	12/31/2014		24.00CR	073662	
	I-24822	BADGERLAND PRINTING INC	R	12/31/2014		50.00CR	073662	
	I-24875	BADGERLAND PRINTING INC	R	12/31/2014		44.00CR	073662	
	I-24876	BADGERLAND PRINTING INC	R	12/31/2014		44.00CR	073662	
	I-24902	BADGERLAND PRINTING INC	R	12/31/2014		5,348.00CR	073662	5,534.00
0023	BATTERIES PLUS LLC							
	I-501-442592	BATTERIES PLUS LLC	R	12/31/2014		130.42CR	073663	
	I-501-446417	BATTERIES PLUS LLC	R	12/31/2014		169.50CR	073663	299.92
0027	BAY TOWEL INC							
	I-1770068	BAY TOWEL INC	R	12/31/2014		80.90CR	073664	
	I-1789584	BAY TOWEL INC	R	12/31/2014		80.90CR	073664	
	I-1817054B	BAY TOWEL INC	R	12/31/2014		84.05CR	073664	
	I-1852050	BAY TOWEL INC	R	12/31/2014		84.05CR	073664	
	I-1900944	BAY TOWEL INC	R	12/31/2014		130.24CR	073664	
	I-1905834	BAY TOWEL INC	R	12/31/2014		38.11CR	073664	
	I-1907918	BAY TOWEL INC	R	12/31/2014		128.32CR	073664	
	I-1907939	BAY TOWEL INC	R	12/31/2014		84.05CR	073664	
	I-1909328	BAY TOWEL INC	R	12/31/2014		38.11CR	073664	
	I-1909329	BAY TOWEL INC	R	12/31/2014		54.41CR	073664	
	I-1912790	BAY TOWEL INC	R	12/31/2014		74.12CR	073664	877.26
0025	BAYCOM INC							
	I-160953	BAYCOM INC	R	12/31/2014		130.00CR	073665	130.00
4784	BEACON ATHLETICS							
	I-441291-IN	BEACON ATHLETICS	R	12/31/2014		103.27CR	073666	103.27

18.a

Attachment: VOUCHERS 1-6-2015 (2978 : Voucher Approval)

Packet Pg. 114

ET: 04624 JAN 2015 COUNCIL - 1 2014

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0888	BROWN COUNTY HEALTH DEPT							
	I-2014-00000026	BROWN COUNTY HEALTH DEPT	R	12/31/2014		2,144.37CR	073667	
	I-2014-00000030	BROWN COUNTY HEALTH DEPT	R	12/31/2014		1,815.12CR	073667	3,959.49
0042	BROWN COUNTY HIGHWAY DEPARTMENT							
	I-926	BROWN COUNTY HIGHWAY DEPARTMEN	R	12/31/2014		14,704.03CR	073668	14,704.03
2944	BROWN COUNTY JAIL							
	I-201412174105	BROWN COUNTY JAIL	R	12/31/2014		1,560.00CR	073669	1,560.00
2984	BROWN COUNTY TREASURER							
	I-2014-00000077	BROWN COUNTY TREASURER	R	12/31/2014		765.55CR	073670	765.55
0115	CARQUEST AUTO PARTS LLC							
	I-6339-197833	CARQUEST AUTO PARTS LLC	R	12/31/2014		26.58CR	073671	26.58
0536	CDW GOVERNMENT INC							
	I-QV66175	CDW GOVERNMENT INC	R	12/31/2014		54.45CR	073672	
	I-QW46089	CDW GOVERNMENT INC	R	12/31/2014		242.95CR	073672	297.40
6910	CHOICE1 HEALTH CARE SERVICES LLC							
	I-2572	CHOICE1 HEALTH CARE SERVICES L	R	12/31/2014		249.50CR	073673	249.50
2708	CLEANING SOLUTION SERVICES INC							
	I-05-9816	CLEANING SOLUTION SERVICES INC	R	12/31/2014		1,732.00CR	073674	1,732.00
0217	COUNTRY VISIONS COOPERATIVE							
	I-201412174106	COUNTRY VISIONS COOPERATIVE	R	12/31/2014		24.36CR	073675	24.36
0063	DAANEN & JANSSEN INC							
	I-143669	DAANEN & JANSSEN INC	R	12/31/2014		50.00CR	073676	50.00
6730	DAMARC							
	I-23851	DAMARC	R	12/31/2014		120.00CR	073677	
	I-23852	DAMARC	R	12/31/2014		60.00CR	073677	
	I-23853	DAMARC	R	12/31/2014		170.00CR	073677	350.00
0713	DE GROOT INC							
	I-7160	DE GROOT INC	R	12/31/2014		1,583.55CR	073678	1,583.55
2077	DE PERE EXHAUST							
	I-36483	DE PERE EXHAUST	R	12/31/2014		132.55CR	073679	132.55

PACKET: 04624 JAN 2015 COUNCIL - 1 2014
VENDOR SET: 01
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0069	DE PERE GREENHOUSE INC							
	I-12925	DE PERE GREENHOUSE INC	R	12/31/2014		49.95CR	073680	
	I-12958	DE PERE GREENHOUSE INC	R	12/31/2014		49.95CR	073680	99.90
6946	DEAN ENTERPRISES LLC							
	I-18905	DEAN ENTERPRISES LLC	R	12/31/2014		63.50CR	073681	63.50
0075	DIGGERS HOTLINE INC							
	I-141 1 36401	DIGGERS HOTLINE INC	R	12/31/2014		360.70CR	073682	
	I-141 1 36402	DIGGERS HOTLINE INC	R	12/31/2014		15.66CR	073682	376.36
6030	DISCOUNT SCHOOL SUPPLY							
	I-P32334340001	DISCOUNT SCHOOL SUPPLY	R	12/31/2014		128.91CR	073683	128.91
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1699015	EMERGENCY MEDICAL PRODUCTS INC	R	12/31/2014		138.45CR	073684	
	I-1700202	EMERGENCY MEDICAL PRODUCTS INC	R	12/31/2014		586.64CR	073684	725.09
0086	EMPLOYEE RESOURCE CENTER INC							
	I-1114-320	EMPLOYEE RESOURCE CENTER INC	R	12/31/2014		342.50CR	073685	
	I-1373	EMPLOYEE RESOURCE CENTER INC	R	12/31/2014		262.50CR	073685	605.00
0091	FASTENAL COMPANY							
	I-WIGRE302783	FASTENAL COMPANY	R	12/31/2014		8.16CR	073686	8.16
2627	FESTIVAL FOODS INC							
	I-201412174107	FESTIVAL FOODS INC	R	12/31/2014		3.49CR	073687	3.49
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-13669	FIRE APPARATUS & EQUIPMENT INC	R	12/31/2014		77.21CR	073688	77.21
0105	FOX SPECIALITY COMPANY							
	I-29497	FOX SPECIALITY COMPANY	R	12/31/2014		38.81CR	073689	
	I-294971	FOX SPECIALITY COMPANY	R	12/31/2014		38.81CR	073689	77.62
1068	FOX VALLEY TRUCK & BODY INC							
	I-46152	FOX VALLEY TRUCK & BODY INC	R	12/31/2014		120.70CR	073690	120.70
0562	GALL'S INC							
	I-2815001	GALL'S INC	R	12/31/2014		77.15CR	073691	77.15
1891	GANNETT WI MEDIA							
	I-8527985	GANNETT WI MEDIA	R	12/31/2014		118.20CR	073692	
	I-8528251	GANNETT WI MEDIA	R	12/31/2014		161.72CR	073692	279.92

ET: 04624 JAN 2015 COUNCIL - 1 2014

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6923	GORDON FLESCH COMPANY INC.							
	I-IN11002230	GORDON FLESCH COMPANY INC.	R	12/31/2014		96.00CR	073693	96.00
5830	GRAEF INC							
	I-83031	GRAEF INC	R	12/31/2014		1,600.00CR	073694	1,600.00
0116	GRAINGER INC							
	I-9618659370	GRAINGER INC	R	12/31/2014		303.24CR	073695	
	I-9618659388	GRAINGER INC	R	12/31/2014		1,277.88CR	073695	
	I-9618659396	GRAINGER INC	R	12/31/2014		17.78CR	073695	1,598.90
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-976268900	GRAYBAR ELECTRIC COMPANY INC	R	12/31/2014		185.95CR	073696	
	I-976295098	GRAYBAR ELECTRIC COMPANY INC	R	12/31/2014		154.80CR	073696	
	I-976318977	GRAYBAR ELECTRIC COMPANY INC	R	12/31/2014		69.24CR	073696	409.99
0351	HACH COMPANY							
	I-9129677	HACH COMPANY	R	12/31/2014		106.29CR	073697	106.29
3521	HD SUPPLY WATERWORKS LTD							
	I-D186410	HD SUPPLY WATERWORKS LTD	R	12/31/2014		53,420.00CR	073698	
	I-D321468	HD SUPPLY WATERWORKS LTD	R	12/31/2014		19.00CR	073698	53,439.00
0912	HEID MUSIC CO							
	I-1372110	HEID MUSIC CO	R	12/31/2014		250.00CR	073699	250.00
5674	HOME TEAM SPORTS & APPAREL INC							
	I-21474	HOME TEAM SPORTS & APPAREL INC	R	12/31/2014		85.00CR	073700	
	I-21553	HOME TEAM SPORTS & APPAREL INC	R	12/31/2014		354.55CR	073700	
	I-21625	HOME TEAM SPORTS & APPAREL INC	R	12/31/2014		668.85CR	073700	
	I-21654	HOME TEAM SPORTS & APPAREL INC	R	12/31/2014		104.85CR	073700	1,213.25
6589	HSHS EWD							
	I-201412174108	HSHS EWD	R	12/31/2014		46.50CR	073701	46.50
5484	HYDRO DESIGNS INC							
	I-33980-IN	HYDRO DESIGNS INC	R	12/31/2014		2,876.00CR	073702	2,876.00
1399	INDOFF INC							
	I-2550489	INDOFF INC	R	12/31/2014		47.52CR	073703	
	I-2551510	INDOFF INC	R	12/31/2014		100.86CR	073703	
	I-2552088	INDOFF INC	R	12/31/2014		31.78CR	073703	
	I-2555381	INDOFF INC	R	12/31/2014		13.95CR	073703	
	I-2556055	INDOFF INC	R	12/31/2014		79.35CR	073703	
	I-2556056	INDOFF INC	R	12/31/2014		87.58CR	073703	
	I-2559697	INDOFF INC	R	12/31/2014		379.95CR	073703	740.99

PACKET: 04624 JAN 2015 COUNCIL - 1 2014

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4023	INPATH DEVICES							
	I-83380	INPATH DEVICES	R	12/31/2014		2,043.33CR	073704	2,043.33
1276	JX ENTERPRISES INC							
	C-D-243440135	JX ENTERPRISES INC	R	12/31/2014		35.46	073705	
	I-D-243370134	JX ENTERPRISES INC	R	12/31/2014		116.45CR	073705	
	I-D-243420080	JX ENTERPRISES INC	R	12/31/2014		54.36CR	073705	
	I-D-243430082	JX ENTERPRISES INC	R	12/31/2014		76.19CR	073705	
	I-D-243440108	JX ENTERPRISES INC	R	12/31/2014		55.97CR	073705	
	I-D-243450025	JX ENTERPRISES INC	R	12/31/2014		9.71CR	073705	277.22
6249	LANAIR PRODUCTS LLC							
	I-335355-IN	LANAIR PRODUCTS LLC	R	12/31/2014		49.77CR	073706	49.77
0156	LAWSON PRODUCTS INC							
	I-9302879991	LAWSON PRODUCTS INC	R	12/31/2014		67.69CR	073707	
	I-9302928950	LAWSON PRODUCTS INC	R	12/31/2014		76.65CR	073707	144.34
7082	LEE RECREATION LLC							
	I-10000-14	LEE RECREATION LLC	R	12/31/2014		991.00CR	073708	991.00
0159	LEXIS NEXIS INC							
	I-1411254835	LEXIS NEXIS INC	R	12/31/2014		214.00CR	073709	214.00
6160	LOSINSKI, NATHAN							
	I-15	LOSINSKI, NATHAN	R	12/31/2014		220.00CR	073710	220.00
1443	MARTIN SYSTEMS INC							
	I-112615	MARTIN SYSTEMS INC	R	12/31/2014		155.63CR	073711	
	I-112618	MARTIN SYSTEMS INC	R	12/31/2014		246.88CR	073711	
	I-112619	MARTIN SYSTEMS INC	R	12/31/2014		261.88CR	073711	
	I-112620	MARTIN SYSTEMS INC	R	12/31/2014		190.63CR	073711	
	I-115268	MARTIN SYSTEMS INC	R	12/31/2014		316.88CR	073711	1,171.90
2713	MAU & ASSOCIATES							
	I-22354	MAU & ASSOCIATES	R	12/31/2014		6,930.00CR	073712	
	I-22355	MAU & ASSOCIATES	R	12/31/2014		3,453.50CR	073712	10,383.50
0163	MCC INC							
	I-14-07 (4)	MCC INC	R	12/31/2014		190,206.59CR	073713	190,206.59
5207	MDE INC							
	I-6367	MDE INC	R	12/31/2014		1,250.00CR	073714	1,250.00

Attachment: VOUCHERS 1-6-2015 (2978 : Voucher Approval)

ET: 04624 JAN 2015 COUNCIL - 1 2014

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0173	MENARDS INC							
	I-52383	MENARDS INC	R	12/31/2014		5.91CR	073715	
	I-53092	MENARDS INC	R	12/31/2014		42.21CR	073715	
	I-53270	MENARDS INC	R	12/31/2014		50.58CR	073715	
	I-53274	MENARDS INC	R	12/31/2014		37.95CR	073715	
	I-53306	MENARDS INC	R	12/31/2014		32.70CR	073715	
	I-53471	MENARDS INC	R	12/31/2014		321.50CR	073715	490.85
0902	MILLER & ASSOC SAUK PRAIRIE INC							
	I-216059	MILLER & ASSOC SAUK PRAIRIE IN	R	12/31/2014		191.00CR	073716	
	I-216063	MILLER & ASSOC SAUK PRAIRIE IN	R	12/31/2014		1,030.00CR	073716	1,221.00
0524	MJB INDUSTRIES INC							
	I-5784	MJB INDUSTRIES INC	R	12/31/2014		8,835.00CR	073717	
	I-5785	MJB INDUSTRIES INC	R	12/31/2014		4,510.00CR	073717	13,345.00
0076	NASSCO INC							
	I-S1860470.001	NASSCO INC	R	12/31/2014		250.59CR	073718	250.59
0531	NORTHEAST AUTO PARTS INC							
	C-296779	NORTHEAST AUTO PARTS INC	R	12/31/2014		127.92	073719	
	C-296851	NORTHEAST AUTO PARTS INC	R	12/31/2014		17.49	073719	
	I-296532	NORTHEAST AUTO PARTS INC	R	12/31/2014		183.84CR	073719	
	I-296775	NORTHEAST AUTO PARTS INC	R	12/31/2014		46.81CR	073719	
	I-296805	NORTHEAST AUTO PARTS INC	R	12/31/2014		52.10CR	073719	
	I-296808	NORTHEAST AUTO PARTS INC	R	12/31/2014		144.00CR	073719	
	I-296844	NORTHEAST AUTO PARTS INC	R	12/31/2014		34.98CR	073719	
	I-296884	NORTHEAST AUTO PARTS INC	R	12/31/2014		24.99CR	073719	341.31
1020	OVERHEAD DOOR CO OF GREEN BAY							
	I-BAY2029284	OVERHEAD DOOR CO OF GREEN BAY	R	12/31/2014		476.45CR	073720	476.45
0499	PACK AND SHIP LLC							
	I-201412184110	PACK AND SHIP LLC	R	12/31/2014		28.94CR	073721	28.94
5476	PERSONNEL EVALUATION INC							
	I-11575	PERSONNEL EVALUATION INC	R	12/31/2014		20.00CR	073722	20.00
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-52262	PM SUPPLY - WRIGHT INDUSTRIAL	R	12/31/2014		259.98CR	073723	259.98
0208	POMP'S TIRE SERVICE INC							
	I-90020384	POMP'S TIRE SERVICE INC	R	12/31/2014		75.00CR	073724	75.00

PACKET: 04624 JAN 2015 COUNCIL - 1 2014

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1246	PREVEA WORKMED INC							
	I-92785	PREVEA WORKMED INC	R	12/31/2014		37.00CR	073725	37.00
6991	PROFESSIONAL SERVICE INDUSTRIES, INC.							
	I-332674	PROFESSIONAL SERVICE INDUSTRIE	R	12/31/2014		416.90CR	073726	416.90
5973	RAE-COR DISTRIBUTING INC							
	I-56954	RAE-COR DISTRIBUTING INC	R	12/31/2014		148.80CR	073727	148.80
6929	RELYCO INC.							
	I-13-06 (3) FINAL	RELYCO INC.	R	12/31/2014		4,776.69CR	073728	4,776.69
6875	RJ'S SIGNS AND DESIGNS LLC							
	I-1505	RJ'S SIGNS AND DESIGNS LLC	R	12/31/2014		52.50CR	073729	52.50
6380	ROCK OIL REFINING INC							
	I-239080	ROCK OIL REFINING INC	R	12/31/2014		95.00CR	073730	95.00
0501	SAINT MARY'S HOSPITAL							
	I-14351	SAINT MARY'S HOSPITAL	R	12/31/2014		2.09CR	073731	2.09
0234	SAINT NORBERT COLLEGE INC							
	I-LS42771	SAINT NORBERT COLLEGE INC	R	12/31/2014		81.25CR	073732	81.25
4875	SANOFI PASTEUR							
	I-904033596	SANOFI PASTEUR	R	12/31/2014		190.45CR	073733	190.45
0242	SCOTT CONSTRUCTION INC							
	I-11194MB	SCOTT CONSTRUCTION INC	R	12/31/2014		2,247.20CR	073734	
	I-11204MB	SCOTT CONSTRUCTION INC	R	12/31/2014		783.04CR	073734	3,030.24
5130	SHOPKO EYECARE 4005 LLC							
	I-201412184111	SHOPKO EYECARE 4005 LLC	R	12/31/2014		59.98CR	073735	59.98
0406	SIMPLEXGRINNELL INC							
	I-40744859	SIMPLEXGRINNELL INC	R	12/31/2014		1,084.71CR	073736	
	I-77416425	SIMPLEXGRINNELL INC	R	12/31/2014		1,626.98CR	073736	2,711.69
7084	SPCIAL PSYCHOLOGICAL SERVICES GROUP							
	I-2222	SPCIAL PSYCHOLOGICAL SERVICES	R	12/31/2014		350.00CR	073737	350.00
0999	STAPLES ADVANTAGE							
	I-3250584966	STAPLES ADVANTAGE	R	12/31/2014		26.22CR	073738	26.22

Attachment: VOUCHERS 1-6-2015 (2978 : Voucher Approval.)

BUDGET: 04624 JAN 2015 COUNCIL - 1 2014

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0255	STELLPFLUG LAW SC							
	I-406-01M (226)	STELLPFLUG LAW SC	R	12/31/2014		1,149.50CR	073739	1,149.50
0258	SUPERIOR CHEMICAL CORP							
	I-78363	SUPERIOR CHEMICAL CORP	R	12/31/2014		170.44CR	073740	
	I-78364	SUPERIOR CHEMICAL CORP	R	12/31/2014		65.08CR	073740	235.52
3990	TDS METROCOM LLC							
	I-201412184112	TDS METROCOM LLC	R	12/31/2014		203.04CR	073741	203.04
4842	THOMSON REUTERS							
	I-830910801	THOMSON REUTERS	R	12/31/2014		398.66CR	073742	398.66
0267	TRAFFIC & PARKING CONTROL INC							
	I-I474734	TRAFFIC & PARKING CONTROL INC	R	12/31/2014		1,593.20CR	073743	1,593.20
5454	TRANSPORT REFRIGERATION INC							
	I-360008-100	TRANSPORT REFRIGERATION INC	R	12/31/2014		2,800.00CR	073744	2,800.00
6989	TRILLIUM CNG (1700)							
	I-INV0010751	TRILLIUM CNG (1700)	R	12/31/2014		1,803.20CR	073745	1,803.20
0268	TRUCK EQUIPMENT INC							
	I-615875-00	TRUCK EQUIPMENT INC	R	12/31/2014		47.22CR	073746	47.22
0769	ULTRAMAX CORP							
	I-147746	ULTRAMAX CORP	R	12/31/2014		1,371.00CR	073747	1,371.00
0272	UNIFORM SHOPPE INC							
	I-237559	UNIFORM SHOPPE INC	R	12/31/2014		35.95CR	073748	
	I-237578	UNIFORM SHOPPE INC	R	12/31/2014		45.90CR	073748	
	I-238029	UNIFORM SHOPPE INC	R	12/31/2014		60.75CR	073748	
	I-238173	UNIFORM SHOPPE INC	R	12/31/2014		273.75CR	073748	
	I-238263	UNIFORM SHOPPE INC	R	12/31/2014		237.70CR	073748	
	I-238276	UNIFORM SHOPPE INC	R	12/31/2014		238.90CR	073748	892.95
3529	UP-RIGHT SERVICES							
	I-5339	UP-RIGHT SERVICES	R	12/31/2014		200.00CR	073749	200.00
7071	USIC LOCATING SERVICES LLC							
	I-105673	USIC LOCATING SERVICES LLC	R	12/31/2014		128.00CR	073750	128.00

18.a

Attachment: VOUCHERS 1-6-2015 (2978 : Voucher Approval)

Packet Pg. 121

PACKET: 04624 JAN 2015 COUNCIL - 1 2014

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6230	UTILITY SERVICE CO INC							
	I-357164	UTILITY SERVICE CO INC	R	12/31/2014		2,350.00CR	073751	2,350.00
4770	VERIZON WIRELESS							
	I-9737009165	VERIZON WIRELESS	R	12/31/2014		464.31CR	073752	464.31
0238	WAUSAU EQUIPMENT CO INC							
	I-162260	WAUSAU EQUIPMENT CO INC	R	12/31/2014		217.80CR	073753	217.80
6699	WEISSMAN							
	I-154041117	WEISSMAN	R	12/31/2014		1,495.86CR	073754	
	I-154042704	WEISSMAN	R	12/31/2014		42.74CR	073754	
	I-154052632	WEISSMAN	R	12/31/2014		189.95CR	073754	1,728.55
0282	WESCO DISTRIBUTION INC							
	I-958516	WESCO DISTRIBUTION INC	R	12/31/2014		89.11CR	073755	
	I-958537	WESCO DISTRIBUTION INC	R	12/31/2014		37.54CR	073755	126.65
0291	WI DEPT OF JUSTICE TIME MADISON							
	I-201412184113	WI DEPT OF JUSTICE TIME MADI	R	12/31/2014		14.00CR	073756	14.00
0294	WI DEPT OF TRANSPORTATION BBS							
	I-L34277	WI DEPT OF TRANSPORTATION BBS	R	12/31/2014		3,212.51CR	073757	3,212.51
6469	WI DOCUMENT IMAGING							
	I-55455	WI DOCUMENT IMAGING	R	12/31/2014		159.68CR	073758	159.68
1181	WI PARK AND RECREATION ASSOC							
	I-201412224125	WI PARK AND RECREATION ASSOC	R	12/31/2014		300.00CR	073759	
	I-201412224126	WI PARK AND RECREATION ASSOC	R	12/31/2014		375.00CR	073759	675.00
0515	WI PUBLIC HEALTH ASSOC							
	I-201412184115	WI PUBLIC HEALTH ASSOC	R	12/31/2014		200.00CR	073760	200.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	102	0.00	353,804.37	353,804.37
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	102	0.00	353,804.37	353,804.37

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

18.a

Attachment: VOUCHERS 1-6-2015 (2978 : Voucher Approval.)

Packet Pg. 122

ET: 04624 JAN 2015 COUNCIL - 1 2014

VENDOR SET: 01

BANK : AP ASSOCIATED

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	12/2014	54,350.45CR
201	12/2014	37,192.73CR
208	12/2014	193.44CR
209	12/2014	242.95CR
290	12/2014	4,560.00CR
405	12/2014	214,916.72CR
415	12/2014	991.00CR
601	12/2014	41,309.36CR
650	12/2014	47.72CR
ALL		353,804.37CR

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **January 6, 2015**

DEPARTMENT: **City Clerk-Treasurer**

FROM: **Vicki Scray**

SUBJECT: **Operator License Applications.**

ATTACHMENTS:

- operator license list (PDF)

Attachment: operator license list (2982 : Operator License Applications.)

CITY OF DE PERE - JANUARY 6, 2015

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	ARTERBURN, KATIE E.	4220 OAKDALE	SUAMICO	WI	54313
2	JACOBSON, DOUGLAS L.	1358 LAWE ST.	GREEN BAY	WI	54302
3	LARSON, BRIANNA C.	1427 RUSK ST.	DE PERE	WI	54115
4	PUES, SAMANTHA J.	W7051 WILLOW RD.	SHIOCTON	WI	54170
Referred Back to License Committee by Common Council					
1	WETTEMANN, COURTNEY	1171 GRANT ST.	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	BAETEN, AMY J.	862 SUBURBAN DR.	DE PERE	WI	54115
2	BENZ, BROOKE E.	330 14TH AVE.	GREEN BAY	WI	54303
3	DONHAM, BOBBI JO	1626 WINDSOR DR., APT. 3	GREEN BAY	WI	54302
4	FALKNER, JACKLYN M.	1371 PONDERESA AVE.	GREEN BAY	WI	54313
5	GAUTHIER, EMILY K.	2245 SWANSTONE CIR.	DE PERE	WI	54115
6	JACKSON, JILLAINE N.	810 4TH ST.	DE PERE	WI	54115
7	LEE, ANNTONIA R.	1945 TERRY LN.	DE PERE	WI	54115
8	LICHTTENEGGER, DEREK A.	2074 EAST VISTA CIR.	DE PERE	WI	54115
9	LIBERTY, WILLIAM F.	642 1/2 GRANT ST.	DE PERE	WI	54115
10	MALY, SANDRA L.	5412 CHURCH ST.	NEW FRANKEN	WI	54229
11	MICHELL, VICTORIA L.	2761 HUMBOLDT RD.	GREEN BAY	WI	54311
12	REINCE, CLARISSA M.	2681 HUMBOLDT RD.	GREEN BAY	WI	54311
13	SHAW, CHRISTIE L.	233 N. BROADWAY ST.	DE PERE	WI	54115