

COMMON COUNCIL MEETING NOTICE

Pursuant to Wisconsin Statutes §19.84, notice is hereby given to the public and news media that a regular meeting of the Common Council of the City of De Pere will be held on November 7, 2012 at 7:30 p.m. in the City Hall Council Chambers, Second Floor of De Pere City Hall, 335 South Broadway, De Pere, WI 54115.

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

AGENDA FOR SAID MEETING:

1. Roll call.
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the October 16, 2012 regular meeting of the Common Council.
4. Public Hearing on a proposed issue of Industrial Development Revenue Bonds by the City of De Pere to help finance the acquisition, construction, improvement and/or equipping of Washworld of De Pere, LLC and Washworld, Inc., a manufacturing facility located on (American Boulevard, Parcels WD-1136-1 and WD-1136-2) is scheduled for 7:30 p.m. or soon after.
5. Public comment upon matters not on agenda or other announcements.
6. Recommendation from the Plan Commission/RDA:
 - A. Allow property formerly known as the Old Claude Allouez Bridge site to be sold or offered at bid.
7. Recommendation from the License Committee:
 - A. Application for a Class "B" Beer & "Class B" Liquor License for S.A.L.T. (previously Silver Fox).
 - B. Application for a Class "B" Beer (Six-Month License) for De Pere Ice Center.
8. Resolution #12-122, Authorizing Agreement Regarding The Development Of Certain Property Within Tax Incremental Finance District #10 (1900 Enterprise Drive).
9. Resolution #12-123, Disallowance of Claim (Randy McVey).
10. Resolution #12-124, Disallowance of Claim (John and Lynn Gaus).
11. Resolution #12-125, Authorizing Agreement Between The City Of De Pere And The Unified School District Of De Pere (Summer Day Camp Program).

12. Resolution #12-126, In Support Of A United States Customs & Border Protection Federal Inspection Station At Austin Straubel International Airport.
13. Resolution #12-127, Requesting Legislation To Amend Wis. Stat. §84.295 To Extend The Provision Of Utility Relocation Reimbursement Payments To Facilities Owned By The Central Brown County Water Authority.
14. Discussion regarding General Fund balance.
15. Discussion regarding the status of the De Pere Riverwalk phase two construction.
16. Voucher approval.
17. Applications for Operator's Licenses.
18. Future agenda items.
19. 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, November 6, 2012, so that arrangements can be made.

AGENDA SENT TO:

Mayor

Alderspersons

Department Heads

TV, Newspapers, & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

David Stock	Washworld	1775 E. Matthew Drive	De Pere, WI 54115
David O'Brien	Bayland Builders	P.O. Box 13571	Green Bay, WI 54307
Randy Mc Vey		2662 Dutchman Road	Green Bay, WI 54311
Alexander Lawton	LFRE I LLC	alawton@calawton.com	
William Schleis		2509 Sheridan Drive	Green Bay, WI 54311
David Lepp		1403 Quinnette Lane	De Pere, WI 54115
Dr. Benjamin Villarruel	Unified School District	1700 Chicago Street	De Pere, WI 54115
		305 East Walnut Street,	
Troy Streckenbach	Brown County	P.O. Box 23600	Green Bay, WI 54115
		448 N. Good Hope	
John and Lynn Gaus		Road	De Pere, WI 54115

**COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – OCTOBER 16, 2012**

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Tuesday, October 16, 2012.

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

3. Alderperson Robinson moved, seconded by Alderperson Bauer, to approve the minutes of the October 2, 2012 meeting. Upon vote, the minutes were approved unanimously.

4. Public Comment or other Announcements. Mayor Walsh recognized that the following members of Boy Scout Troop 1039 of St. John's were present for the meeting: Committee Chair Bob Schommer, Collin Diekvoss, Hunter Vande Ven and Nick Schommer. They attended the meeting to complete their Communication Badge and Citizenship in the Community Badge. Administrator Delo announced the status of the progress of the Riverwalk. The water has come back up because of recent rain and the permit is still not available to work in the water; our contractor is currently preparing the staging to work in the water and when the permit is received they will be able to begin Phase II. Alderperson Boyd announced an additional \$6000 in donations received and a possible \$20,000 donation to be received.

RECOMMENDATION FROM THE FINANCE/PERSONNEL COMMITTEE

5A. A recommendation to accept a \$12,000 donation to the Police Department from the estate of Marion S. Holmes for defibrillators was presented. Alderperson Van Vonderen moved, seconded by Alderperson Donovan to approve the donation. Upon vote, motion carried unanimously.

5B. A recommendation to accept a \$13,000 donation to the Fire Department from the estate of Marion S. Holmes for a thermal imaging was presented. Alderperson Van Vonderen moved, seconded by Alderperson Robinson to approve the donation. Upon vote, motion carried unanimously.

5C. A recommendation to approve a Police Department traffic Speed Enforcement Grant for 2013 application was presented. Alderperson Lueck moved, seconded by Alderperson Boyd to approve the application. Upon vote, motion carried unanimously.

5D. A recommendation to approve Police Department Traffic Speed Click It or Ticket Grant application was presented. Alderperson Boyd moved, seconded by Alderperson Lueck to approve the application. Upon vote, motion carried unanimously.

5E. A recommendation to award the Wastewater Rate Study to Schenck was presented. Alderperson Lueck moved, seconded by Alderperson Boyd to approve the recommendation. Upon roll call vote, motion carried unanimously.

5F. A recommendation for continued participation in OWI Saturation Patrols Grant for 2013 was presented. Alderperson Robinson moved, seconded by Alderperson Bauer to approve the recommendation. Upon vote, motion carried unanimously.

6. Ordinance 12-27, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations was presented. Alderperson Crevier moved, seconded by Alderperson Boyd to approve the ordinance. Upon vote, motion carried unanimously.

7. Resolution 12-118, Approving Fifth Amendment To Central Brown County Water Authority Water Purchase & Sale Contract was presented. Alderperson Bauer moved, seconded by Alderperson Robinson to open the meeting. Upon vote, motion carried unanimously. Manager Dave Vaclavik was present to explain the 5th Amendment to the Council. The amendment modifies the agreement made by the participating municipalities and they plan to have the agreement complete in the next couple of months. Alderperson Kneiszel moved, seconded by Alderperson Bauer to close the meeting. Upon vote, motion carried unanimously. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve the amendment. Discussion followed. Upon vote, motion carried unanimously.

8. Resolution 12-119, Accepting Utility Easements (South Melcorn Circle) was presented. Alderperson Kneiszel moved, seconded by Alderperson Boyd to approve the resolution. Upon vote, motion carried unanimously.

9. Resolution 12-120, Authorizing Agreement With West Group Loyalty Program (Legal Publications) was presented. Alderperson Lueck moved, seconded by Alderperson Robinson to approve the resolution. Upon roll call vote, motion carried unanimously.

10. Resolution 12-121, Authorizing Rental Services Agreement with Bay Towel, Inc. was presented. Alderperson Donovan moved, seconded by Alderperson Bauer to approve the resolution. Discussion followed. Upon roll call vote, motion carried unanimously.

11. Consideration of Lease renewal by Department of Administration (Probation and Parole) was presented for consideration. Alderperson Boyd moved, seconded by Alderperson Kneiszel to approve the resolution. Chief Derek Beiderwieden was present and explained to the council that the relationship with Probation and Parole has been very good. There have been no complaints from neighbors or other city staff about the probation and parole office being located in the lower level of City Hall. Upon vote, motion carried unanimously.

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

13. Applications for Operator's Licenses were presented.

CITY OF DE PERE - OCT. 16, 2012					
1	FISHER, DANIEL T.	1823 ARGONNE DRIVE	GREEN BAY	WI	54304
2	JOHNSON, MICHAEL J.	1479 EMILIE	GREEN BAY	WI	54301
3	STERLETSKE, WILLIAM P.	208 N. SUPERIOR ST.	DE PERE	WI	54115
Operator Licenses for the 2012-2014 Licensing Period					
1	ARENDT, AMANDA L.	1026 S. ERIE ST., #1	DE PERE	WI	54115
2	DELACRUZ, ADRIAN	1241 APACHE AVE., #8	GREEN BAY	WI	54313
3	JACKSON, ALEXANNEDRA E.	1193 S. ERIE ST.	DE PERE	WI	54115
4	JANQUART, ANDREW R.	2699 GREENBRIER RD.	GREEN BAY	WI	54311
5	JENDESKI, BLAKE D.	627 N. SUPERIOR ST.	DE PERE	WI	54115
6	KNOKE, AARON	1310 FRANCO CT.	DE PERE	WI	54115
7	BOUCHER, STEPHANIE J.	2395 MERRY CREEK CT.	GREEN BAY	WI	54311
8	LANE, TRAVIS	4226 WHISPER LN.	DE PERE	WI	54115
9	LANGEMAK, LEANNE M.	2581 PARKWOOD DR.	GREEN BAY	WI	54304

10	LORET, KAYLA J.	922 CLEMENT, APT. 3	GREEN BAY	WI	54302
11	MATHYS-PIERCE, MARCIA M.	128 E. BRIAR LN.	GREEN BAY	WI	54301
12	NAPIER, RANDI J.	1296 CROWN CT.	DE PERE	WI	54115
13	ROUSE, ASHLEY R.	1366 S. NINTH ST.	DE PERE	WI	54115
14	SECOR, TYLER W.	1394 O'KEEFE RD.	DE PERE	WI	54115
15	VAN DYKE, JACOB M.	2410 SYCAMORE DR., APT. 21	GREEN BAY	WI	54311
16	VIGO, AMANDA L.	1129 MORRIS AVE.	GREEN BAY	WI	54304
17	ZELHOFFER, RYAN T.	2626 TROJAN DR.	GREEN BAY	WI	54304
18	ZENZ, HEATHER M.	273 DESPLAINE RD.	DE PERE	WI	54115

Alderson Bauer moved, seconded by Alderson Kneiszel to deny Previously Tabled Applications #1 & 2 and to approve Previously Tabled Application #3. Upon vote, motion carried unanimously.

Alderson Bauer moved, seconded by Alderson Kneiszel to approve Operator's Licenses #2, 4-7, 9-15, 17 & 18 and to table Operator's Licenses #1, 3, 8, & 16. Upon vote, motion carried unanimously.

14. Future Agenda Items. Alderson Crevier requested clarification as to what determines a balance level for the reserve fund and requested future discussion on this policy. Alderson Van Vonderen requested to review the current policy for the reserve fund, a background on the change in percentage of that fund, and discussion as to where the council wants to take the reserve fund and how they want to manage the reserve fund. Alderson Van Vonderen also requested that the Council receive information on the Capital Projects Fund and the origin of that fund balance.

Alderson Donovan moved, seconded by Alderson Boyd to convene in closed session pursuant to Wis. Stats. §19.85(1)(e) and Section 19.85(1)(g) to discuss the following items. Upon roll call vote, motion carried unanimously.

15. Discussion of status of Redevelopment Agreement Between The City of De Pere, The Redevelopment Authority of the City of De Pere and Medical Arts Complex Center, S.C. (MAC Dental TID #7 Development).

16. Consideration of possible property purchase

17. Discussion of potential new re-development in TID #7.

18. Discussion of collective bargaining issues.

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

Upon motion by Alderson Crevier, seconded by Alderson Van Vonderen, the Common Council adjourned at 9:29 p.m.

Respectfully submitted,

Shana Defnet
Clerk-Treasurer

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Common Council of the City of De Pere, Brown County, Wisconsin, will hold public hearing at the City Hall, 335 South Broadway, De Pere, Wisconsin, at 7:30 p.m. on November 7, 2012. The hearing will be held in connection with a regular meeting of the Common Council of the City of De Pere.

The purpose of the public hearing is to provide a forum to give interested individuals a reasonable opportunity to express their views, both orally and in writing, on a proposed issue of Industrial Development Revenue Bonds by the City of De Pere, Wisconsin, and on the location and nature of the Project to be financed with the Bonds.

The proposed bond issue (the "Bonds") will be used to help finance the acquisition, construction, improvement and/or equipping of a manufacturing facility in the City of De Pere located on tax parcels WD-1136-1 and WD-1136-2 on American Blvd. in the Southbridge Business Park. Such acquisition, construction, improvement and/or equipping is hereinafter referred to as the "Project." The Project will be owned and/or used by Washworld of DePere LLC, a Wisconsin limited liability company and Wash World Inc., a Wisconsin corporation. Washworld of DePere LLC and Wash World Inc. will be the Eligible Participant on whose behalf the bonds will be issued. The building to be constructed on the real property included in the project will consist approximately 40,700 square feet of manufacturing space, and 7,300 square feet of office space. Wash World Inc. is engaged in the business of manufacturing vehicle wash systems. It sells its products to customers worldwide. The maximum aggregate face amount of the obligations to be issued with respect to the Project is Three Million Dollars (\$3,000,000). The Bonds may be issued for a lesser amount. The Bonds will be secured by a mortgage or other security agreement on the Project and other property.

THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE CITY OF DE PERE WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE CITY OF DE PERE OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

Persons wishing to submit comments with regard to the Bonds or the Project in writing shall deliver the written statement to the City Clerk-Treasurer at least 24 hours before the date of the hearing.

Shana L. Defnet, City Clerk-Treasurer

CITY OF DE PERE

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



To: City Council Members

From: Ken Pabich, Director of Planning and Economic Development

RE: Recommendations from Plan Commission / RDA

At the October 22, 2012 meeting, the Plan Commission and the Redevelopment Authority recommended the following:

1. **WI DOT Disposal of surplus property (formerly known as the old Claude Allouez bridge site).**

Both the RDA and Plan Commission recommended that the City Council pursue option 3.

Item # 4: WI DOT Disposal of surplus property (formerly known as the old Claude Allouez bridge site).

The following information is included as background for this item:

1. Memo from our City Attorney which provides an overview of the site and its related history.
2. A map which shows the area in question.
3. Initial letter from WIDOT on site.
4. Appraisal.
5. Response from WI DOT on City comments on appraisal and new timeline.

For background, the City was working with WIDOT on a long term lease agreement for the site, until such time other alternatives were developed for the site. Based on a change in WIDOT policy, they were no longer interested in this option and provided the City with a letter of intent (#3 above). We are now at the point where we need to present the options that can be used to move forward and then the RDA and the Plan Commission must make a recommendation to the Common Council on which option to pursue.

Based on the options outline by our attorney, staff has provided some additional items to consider.

Option 1: Maintain site for transportation related use.

Staff would not recommend this option since the site does provide for 'only transportation related uses'. This option also places the restrictive covenant on the property which restricts any alternatives for future use.

Option 2: City to purchase at appraised price.

Under this option, the property can be secured by the City, but the entire area must be used for "public use" as identified by our attorney. If we refer back to the Master Plan, there are several alternatives that were presented in the plan. Most of these options included some type of mixed use where a partnership would be developed between the City and a potential developer to create a site that included both private and public uses. This type of partnership could not be developed under this option.

Another issue to consider is the appraisal price for the property. The City believes under this type of use, the property is overvalued by DOT. We have tried to work with DOT in re-addressing the appraisal; however at this time they believe the existing appraisal is valid.

Option 3: Allow the site to be sold or offered at bid.

Under this option, the property could be purchased out right by a private individual or the City. It could also be sold under a sealed bid process. Staff believes it will be sold by sealed bid since it will be sold as excess right of way (see #5 above). Under this option, it provides the most flexibility to either the City or private individual as the owner. A potential drawback of this option is that it could be perceived that the City is losing control of the site. However, this is not possible since the City still controls the future zoning of the site once parcels are established.

More detail will be provided at the meeting; however the information provided gives the RDA and Plan Commission with information to consider. WI DOT is looking for a response from the City by November 30, 2012.

Recommendation

Staff is recommending that Option 2 or 3 are the only options to be considered. Out of the two remaining alternatives, staff is recommending Option 3. It is the best option for the City to pursue and will allow the site to reach the optimum use defined by the City.

CITY OF DE PERE

MEMO

To: Ken Pabich, Planning & Economic Development Director
From: Judith Schmidt-Lehman, City Attorney *JSL*
RE: Wisconsin Department of Transportation Disposal of Surplus Property
Date: October 15, 2012

I understand that the Plan Commission will be discussing the possible acquisition of the State of Wisconsin Department of Transportation (WisDOT) owned section of the former Claude Allouez Bridge approach property at its October 22, 2012 meeting. The purpose of this memo is to provide an overview of WisDOT's statutory requirements for disposition of its property.

During the property acquisition phase of the Claude Allouez Bridge reconstruction project, City officials were informed by the WisDOT's acquisition and relocation specialist that the WisDOT owned bridge approach property west of Broadway would simply be transferred to the City at the conclusion of the construction project. WisDOT representatives acknowledge that these representations were made to the City; however under Wis. Stats. §84.09(5), new transfer requirements (outlined below) now apply to projects completed after May 25, 2006. For purposes of Wis. Stats. §84.09(5), a project is "completed" when final payment is made under the project contract. While I do not know this exact date, actual construction of the new bridge began in 2006 and was completed in 2007, making the new transfer rules applicable to this WisDOT property.

Under Wis. Stats. §84.09(5), WisDOT may (subject to approval of the Governor) transfer excess WisDOT property:

1. To a municipality, county or school district ("municipality") for less than the appraised value if the municipality has an identified proposed transportation use for the property and the municipality agrees to a restrictive covenant upon the property for transportation purposes; or
2. To a municipality, for the appraised value of the property if the municipality has a public use identified for the property, the public use would benefit a cross-section of the population and the sale of the property would not be used for the generation of profit through the sale price or through its long-term intended public use ("public use restriction"); or
3. Pursuant to public sale of the property, offered at appraised value. If the offered property does not sell at or above the appraised value, WisDOT can offer the property by means of sealed bids or by public auction (no restrictions on sale.)

Here, WisDOT sent to the City an appraisal of the bridge approach property, asking for a response from the City within 60 days. Transfer of this property by direct sale to the City for the appraised value would be a sale as identified in #2 above; including a public use restriction. Under Wis. Stats. §84.09(5)(c), failure of the City to respond in 60 days is deemed non-interest in the parcel for public use. WisDOT would then be free to transfer the property by sale, public bid or to some other municipality.

If you have any questions, please let me know.

JSL:jld

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LICENSE COMMITTEE RECOMMENDATIONS

November 7, 2012
De Pere, Wisconsin

Recommendations to the Honorable Mayor and Members of the Common Council as approved by the License Committee at their duly convened meeting held on November 7, 2012.

1. Application for a Class "B" Beer & "Class B" Liquor License for S.A.L.T. (previously Silver Fox), 401 Main Ave., De Pere, WI 54115. Submitted by S.A.L.T., LLC, Agent: William J. Schleis, 2509 Sheridan Dr., Green Bay, WI 54311.
2. Application for a Class "B" Beer (Six-Month License) for De Pere Ice Center 1450 Fort Howard Ave., De Pere, WI 54115. Submitted by De Pere Deacons Hockey Team, Inc., Agent: David E. Lepp, 1403 Quinnette Ln., De Pere, WI 54115.

Respectfully Submitted,

License Committee

Vicki L. Scray
Deputy Clerk

①

my. 10-7-12

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 11-8 20 12 ;
ending June 30 20 13

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

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

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): S.O.A.L.T., LLC

Applicant's Wisconsin Seller's Permit Number: <u>456-1027795352</u> -02	
Federal Employer Identification Number (FEIN): <u>45-5091340</u>	
LICENSE REQUESTED ▶	
TYPE	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☒ Class B liquor	\$
☒ Reserve Class B liquor	\$
Publication fee	\$ <u>30.00</u>
TOTAL FEE	\$

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>WILLIAM J. SCHLEIS</u>	<u>See below</u>	
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent ▶	<u>WILLIAM J. SCHLEIS</u>	<u>2509 SHERIDAN DR. GREEN BAY</u>	<u>54311</u>
Directors/Managers			

3. Trade Name ▶ S.O.A.L.T., LLC Business Phone Number 920 737-2898
4. Address of Premises ▶ 401 MAIN AVE Post Office & Zip Code ▶ DE PERE 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☐ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WIS and date 3/30/12 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.) FRONT & REAR 401 MAIN AVE

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? SILVER FOX GR. LLC Trade Name SILVER FOX

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 15th day of Oct., 20 12

[Signature]
(Clerk/Notary Public)

My commission expires May 31, 2015

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>10-15-12</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Oct 17, 2012

Intent To Surrender a Reserve Combination

"Class B" BEER & LIQUOR License for 401 MAIN AVE.,

De Pere, WI (^{SILVERFOX LLC}~~S.A.L.T., LLC~~) upon approval of
a Combination "Class B" Beer & Liquor License

for 401 MAIN AVE., De Pere, WI (S.A.L.T., LLC)

WILLIAM SCHLEIS

William Schleis

Kris Hugg, Deputy Clerk
10-17-12

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
SCHLEIS		WILLIAM		JAMES	
Home Address (street/route)		Post Office		City	State Zip Code
2509 SHERIDAN DR.		GREENBAY		GREENBAY	WI 54302
Home Phone Number		Age	Date of Birth	Place of Birth	
920 737-2898		63	4-11-49	BROWN County	

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

☐ Applying for an alcohol beverage license as an individual.

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

☒ MEMBER of S.A.L.T., LLC
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 63 YRS
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
If yes, identify. VINTAGE WMLC 19 1/2 S. WASHINGTON ST. 54301
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

(Name of Wholesale Licensee or Permittee)

(Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
SCHLEIS FOOD COOKING	998 GLORY RD	1974	Present
Employer's Name	Employer's Address	Employed From	To

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

Subscribed and sworn to before me

this 15th day of October, 2012

[Signature]
(Clerk/Notary Public)

[Signature]
(Signature of Named Individual)

My commission expires May 31, 2015



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Recycled Paper

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

Submit to municipal clerk.

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

To the governing body of: ☐ Town ☐ Village ☒ City of De Pere County of BROWN

The undersigned duly authorized officer(s)/members/managers of SoA.L.T., LLC
(registered name of corporation/organization or limited liability company)

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

SoA.L.T., LLC
(trade name)

located at 401 MAIN AVE DE PERE WI 54115

appoints WILLIAM J. SCHLEIS
(name of appointed agent)

2509 SHERIDAN DR. GREENBAY WI 54302
(home address of appointed agent)

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

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

VINTAGE WMW LLC

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 63 yrs

Place of residence last year 2509 SHERIDAN DR.

For: SoA.L.T., LLC
(name of corporation/organization/limited liability company)

By: William J. Schleis
(signature of Officer/Member/Manager)

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

ACCEPTANCE BY AGENT

I, WILLIAM J. SCHLEIS, hereby accept this appointment as agent for the
(print/type agent's name)

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

William J. Schleis Oct 15, 2012 Agent's age 63
(signature of agent) (date)
2509 SHERIDAN DR. GREENBAY WI 54302 Date of birth 4-11-49
(home address of agent)

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

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

Approved on 10-25-12 by [Signature] Title POLICE CHIEF
(date) (signature of proper local official) (town chair, village president, police chief)

Six Month License

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

for the license period beginning December 1 20 12
ending April 30 20 13

TO THE GOVERNING BODY of the: ☐ Town of De Pere
☐ Village of De Pere
☐ 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): De Pere Deacons Hockey Team, Inc.

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	DAVID E LEPP	1403 QUINNETTE LN	DE PERE, WI 54115
Vice President/Member	MIKE L SOLWAY	1276 Kellogg St.	Green Bay WI 54303
Secretary/Member	GREGORY R. HATHAS	1067 Ninth St.	Green Bay WI 54304
Treasurer/Member	Kelly Sperr	3133 E. CANVASBACK LN.	AMSTON, WI 54913
Agent	DAVID E LEPP		
Directors/Managers	SEE ABOVE		

3. Trade Name DE PERE DEACONS HOCKEY TEAM, INC Business Phone Number 920.660.0933

4. Address of Premises 1450 FOLT HOWARD AVE 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 employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No

7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No

8. (a) Corporate/limited liability company applicants only: Insert state WI and date SEP 26 12 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.) 2ND FLOOR ABOVE LOBBY ON THE WEST SIDE OF Bldg

10. Legal description (omit if street address is given above): and 1st floor EAST SIDE OF bldg in bleacher AREA

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?

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 3 day of October, 20 12

[Signature]
(Clerk/Notary Public)

My commission expires 12-31-16

X Mike Solway - member
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

X Daniel Lepp - MEMBER
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>10-9-12</u>	Date reported to council/board <u>11-7-12</u>	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

DEPERE DEACONS 2012-2013

GAME & PRACTICE SCHEDULE

	GAMES	PRACTICE
12/7/12	AWAY @ 7:30PM Fox Cities Ice Dogs	TRYOUTS-10/15/12 @ 8:30 PM
12/21/12	AWAY @ 8:00 PM Eagle River Falcons	TRYOUTS-10/17/12 @ 8:30 PM
12/22/12	AWAY @ 8:00 PM West Bend Bombers	10/24/12 @ 8:30 PM
12/28/12	HOME @ 7:30 PM Fond Du Lac Bears	10/31/12 @ 8:30 PM
12/29/12	AWAY @ 8PM Mosinee Papermakers	11/7/12 @ 10 PM
1/5/13	HOME @ 7:30 PM Madison Blues	11/14/12 @ 10 PM
1/18/13	HOME @ 7:30 PM Fox Cities Ice Dogs	11/21/12 @ 10 PM
1/26/13	HOME @ 7:30 PM West Bend Bombers	11/28/12 @ 10PM
2/2/13	HOME @ 7:30 PM Vernon Hill Capitals	12/5/12 @ 10PM
2/9/13	AWAY @ 8:00 PM Madison Blues	12/12/12 @ 10PM
2/15/13	AWAY @ 6:30 PM Portage Lake Pioneers	12/19/12 @ 10PM
2/16/13	AWAY @ 6:30 PM Calumet Wolverines	12/26/12 @ 10PM
2/23/13	AWAY @ 8:00 PM Fond Du Lac Bears	1/2/13 @ 10PM
3/2/13	AWAY @ 8:00 PM Vernon Hills Capitals	1/9/13 @ 10PM
3/8/13	AWAY @ 8:00 PM Brookfield Battalion	1/16/13 @ 10PM
3/9/13	HOME @ 7:30 PM Mosinee Papermakers	1/23/13 @ 10PM
3/16/13	HOME @ 7:30 PM Eagle River Falcons	1/30/13 @ 10PM
3/22/13	HOME @ 7:30 PM Portage Lake Pioneers	2/6/13 @ 10PM
3/23/13	HOME @ 7:30 PM Calumet Wolverines	2/13/13 @ 10PM
3/30/13	HOME @ 5:30 PM Alumni Game	2/20/13 @ 10PM
3/30/13	HOME @ 7:30 PM Brookfield Battalion	2/27/13 @ 10PM
		3/6/13 @ 10PM
		3/13/13 @ 8:30PM
		3/20/13 @ 8:30PM
		3/27/13 @ 8:30 PM

1st or 2nd WEEKEND IN April is our OPEN 40 TOURNEY @ THE ICE CENTER. IT IS A (3) DAY EVENT.

(13) DATES IN ALL THAT ARE HIGHLIGHTED.

DRY VAN TRAILER RENTALS HAS NOTHING TO DO WITH THIS APPLICATION. IT IS MY COMPANY THAT ISSUED THE CHECK AND WILL BE REIMBURSED BY THE DEPERE DEACONS HOCKEY TEAM, INC.

DAVID

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer(s)/members/managers of DEPELE DEACONS HOCKEY TEAM, INC
(registered name of corporation/organization or limited liability company)

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

DEPELE DEACONS HOCKEY TEAM, INC
(trade name)

located at DEPELE ICE ARENA 1450 FORT HOWARD AVE DEPELE WI 54115

appoints DAVID E LEPP
(name of appointed agent)

1403 QUINNETTE LN DEPELE WI 54115
(home address of appointed agent)

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

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

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No
How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 34 YEARS

Place of residence last year 1403 QUINNETTE LANE DEPELE WI 54115

For: DEPELE DEACONS HOCKEY TEAM, INC
(name of corporation/organization/limited liability company)

By: Daniel E Lepp
(signature of Officer/Member/Manager)

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

ACCEPTANCE BY AGENT

I, DAVID E LEPP, hereby accept this appointment as agent for the
(print/type agent's name)

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

Daniel E Lepp 10.09.12 Agent's age 53
(signature of agent) (date)

1403 QUINNETTE LN DEPELE WI 54115 Date of birth 1.15.59
(home address of agent)

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

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

Approved on 10-16-12 by Norm Seidenwieder Title POLICE CHIEF
(date) (signature of proper local official) (town chair, village president, police chief)

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
LEPP		DAVID		EDWARD	
Home Address (street/route)		Post Office	City	State	Zip Code
1403 QUINNETTE LN		DEPERE	DEPERE	WI	54115
Home Phone Number		Age	Date of Birth	Place of Birth	
920.660.0933		53	1.15.1959	BAUKANA, WI	

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

☐ Applying for an alcohol beverage license as an individual.

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

☒ DEP DAVID E LEPP of DEPERE DEALERS HOCKEY TEAM INC
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 53 YEARS

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify. (Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name <u>TRAILER EQUIPMENT & SUPPLY, INC</u>	Employer's Address <u>834 MORRIS AV GREENBAY, WI 54304</u>	Employed From <u>1979</u>	To <u>2004</u>
Employer's Name <u>TRAILER RENTALS LLC</u>	Employer's Address <u>1403 QUINNETTE LN DEPERE, WI 54115</u>	Employed From <u>2004</u>	To <u>PRESENT</u>

OWNER - SELF EMPLOYED

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

Subscribed and sworn to before me

this 19 day of September, 20 12

(Clerk/Notary Public)

My commission expires 1-31-16

David E Lepp
(Signature of Named Individual)



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Wisconsin Department of Revenue

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) SOLWAY		(first name) MICHAEL		(middle name) Lawrence	
Home Address (street/route) 1276 Kellogg Street		Post Office		City Green Bay	State WI Zip Code 54303
Home Phone Number 920-498-9445		Age 51	Date of Birth 11/17/60		Place of Birth Green Bay, WI Brown County

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

- ☐ Applying for an alcohol beverage license as an individual.
- ☐ A member of a partnership which is making application for an alcohol beverage license.
- ☒ Michael Solway of De Pere Deacons Hockey Team, Inc.
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)
- which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 51 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name Transport Refrigeration	Employer's Address 301 Lawrence Drive De Pere, WI 54115	Employed From 1979	To Present
Employer's Name	Employer's Address	Employed From	To

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

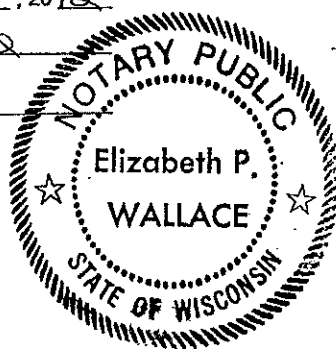
Subscribed and sworn to before me

this 13 day of September, 2012

Elizabeth P. Wallace
(Clerk/Notary Public)

My commission expires 12/7/14

Michael L. Solway
(Signature of Named Individual)



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Wisconsin Department of Revenue

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Nathels		Gregory		Francis	
Home Address (street/route)	Post Office	City	State	Zip Code	
1064 Ninth St	Green Bay	Green Bay	WI	54304	
Home Phone Number	Age	Date of Birth	Place of Birth		
920.496.8706	53	6-18-59	Green Bay		

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

- ☐ Applying for an alcohol beverage license as an individual.
- ☒ A member of a partnership which is making application for an alcohol beverage license.
- ☒ Gregory F. Nathels of Dr. Peter Dragon Hockey
(Office/Direction/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)
- which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 53 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify. _____
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
Miron Const.	1471 McMahon Dr Neenah, WI	2001	Present
Emmett Const	Redison Dr Green Bay	1977	2001

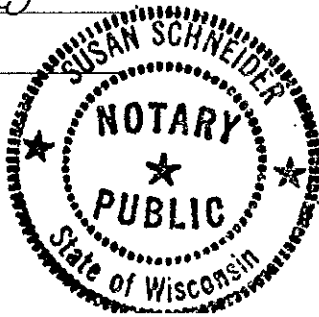
The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that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

Subscribed and sworn to before me

this 12th day of Sept., 20 12
Susan Schneider
(Clerk/Notary Public)

My commission expires 4/8/14

[Signature]
(Signature of Named Individual)



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Wisconsin Department of Revenue

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) SPEERL (first name) Kelly (middle name) STEPHEN	
Home Address (street/route) 3133 E. CANVASBACK LANE	Post Office APPLETON State WI Zip Code 54913
Home Phone Number 920-730-1181	Age 51 Date of Birth 3-7-61 Place of Birth BELVIDERE, IL

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

- ☐ Applying for an alcohol beverage license as an Individual.
- ☒ A member of a partnership which is making application for an alcohol beverage license.
- ☒ Kelly SPEERL of DEPERE DEACONS' HOCKEY TEAM, INC.
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 45 yrs.
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? AGENT... FOR... NORTHSIDE VENTURES, INC. d.b.a. ☒ Yes ☐ No
If yes, identify. THE STONEYARD POOL & SPIRITS TOWN OF VANANBROEK, WI
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

(Name of Wholesale Licensee or Permittee)

(Address By City and County)

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

Employer's Name ARCHITECTURAL & CONSTRUCTION SERVICES	Employer's Address 571 MARCELLA ST. KIMBERLY, WI 54136	Employed From 1998	To PRESENT
Employer's Name GRIES ARCH. GROUP, INC.	Employer's Address 500 N. COMMERCIAL ST. NEENAH, WI 54956	Employed From 1994	To 1998

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

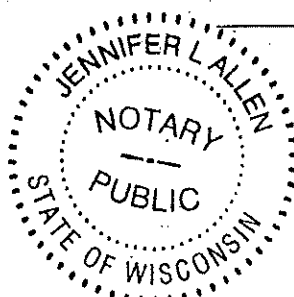
Subscribed and sworn to before me

this 7th day of September, 20 12

Jennifer L. Allen
(Clerk/Notary Public)

My commission expires August 2, 2015

(Signature of Named Individual)



Printed on Recycled Paper

Wisconsin Department of Revenue

RESOLUTION #12-122

AUTHORIZING AGREEMENT REGARDING THE DEVELOPMENT OF CERTAIN
PROPERTY WITHIN TAX INCREMENTAL FINANCING DISTRICT #10
(1900 Enterprise Drive)

WHEREAS, LFRE I LLC and LFRE II LLC are the owners of Parcel ED-F0111
comprising approximately 11.21 acres of land located at 1900 Enterprise Drive in the City; and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Incremental
Financing District No. 10 ("TID #10") on August 13, 2012 and adopted a project plan for the
district authorizing the expenditure of funds within the district; and

WHEREAS, LFRE I LLC and LFRE II LLC intends to continue development of the
property by adding a 14,768 square foot building expansion to its existing facility; and

WHEREAS, the development of the site and construction of the building are consistent
with both the TID #10 Project Plan and the 2010 City Comprehensive Plan and will be beneficial
to the City.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves of the Agreement attached as Exhibit 1
and thereby authorizes and directs the Mayor and Clerk-Treasurer execute such
Agreement.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of
November, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

AGREEMENT REGARDING THE DEVELOPMENT OF CERTAIN
PROPERTY WITHIN TAX INCREMENTAL FINANCING DISTRICT #10
(1900 Enterprise Drive)

THIS DEVELOPMENT AGREEMENT is entered into as of this _____ day of _____, 2012 by and between LFRE I LLC, a Wisconsin limited liability company ("LFRE I") and LFRE II, LLC, a Wisconsin limited liability company ("LFRE II") (LFRE I and LFRE II are collectively referred to herein as "Developer") and the City of De Pere, a Wisconsin municipal corporation ("City").

RECITALS

- A. Developer is the owner of Parcel ED-F0111, comprising approximately 11.21 acres of land located at 1900 Enterprise Drive in the City. A map of such parcel ("the Property") is attached as Exhibit A.
- B. Pursuant to Wis. Stats. §66.1105, the City created Tax Incremental Financing District No. 10 ("TID #10") on August 13, 2012 ("the District") and adopted a Project Plan for the District authorizing the expenditure of funds within the District ("the Project Plan").
- C. Developer intends to continue development of the Property by adding a 14,768 square foot building expansion (the "Expansion") to its existing facility ("the Building") as shown on the site plan approved by the City Plan Commission on July 23, 2012, attached as Exhibit B.
- D. The development of the site and construction of the Building are consistent with both the TID #10 Project Plan and the 2010 City Comprehensive Plan and will be beneficial to the City.

E. The Developer's ability to ready the site and construct the Building is contingent upon the City's providing financial and other assistance to Developer on the terms set forth in this Agreement.

AGREEMENTS

In consideration of the Recitals and the terms and conditions set forth herein, together with such other consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE I DEVELOPMENT OF THE PROPERTY

A. Developer agrees to proceed with and diligently take all steps necessary to and proceed with the development of the Property and construction of the Building in conformance with Exhibit B, including the following:

1. obtaining state approved construction plans for the Building and commencing construction thereon as soon as possible in accordance with City regulations;
2. follow the design, site and landscape plan approved by the Plan Commission (Exhibit B); and
3. complete construction of the Building and obtain an occupancy permit therefore on or before January 2, 2014.

B. The 2011 assessed value of the Property is \$1,575,700. Developer warrants and guarantees that the value of the Building together with the value of the existing structure and land (collectively, the "Facility"), as of January 2, 2014 will be \$2,825,700 ("the Guaranteed Value"). This guarantee and warrantee of value shall expire on the earlier to occur of: (i) the

expiration of the current term of the District; (ii) Developer satisfying the Default Repayment under paragraph III.A.; or (iii) Developer satisfying the Payoff Amount under paragraph III.E.

ARTICLE II CITY OBLIGATIONS

A. The City shall make two grants (collectively, "the Project Grants" and individually, "a Project Grant") to Developer to defray the costs of the development, thereby allowing Developer to proceed with this business expansion. The aggregate amount of the Project Grants shall be based upon the \$2,825,700 Guaranteed Value of the Facility as of January 1, 2014. The Facility shall be assessed by the State of Wisconsin Department of Revenue in accordance with the real estate valuation requirements for similar industrial properties under Wis. Stats. §70.995. The Project Grants, totaling \$250,000, are payable on the following schedule:

1. The first Project Grant, in the amount of \$125,000, shall be payable not more than fifteen days after approval of the footings and foundation by the City Building Inspection Department.
2. The second Project Grant, in the amount of \$125,000, shall be payable not more than fifteen days after the issuance of a certificate of occupancy for the Building.

ARTICLE III DEVELOPER'S OBLIGATIONS

A. Developer, for itself and its successor and assigns, agrees to and obligates itself to repay all Project Grants, including statutory interest thereon, which it received from City plus 20% ("the Default Repayment") should it fail to complete construction of the Development in accordance with Exhibit B on or before January 2, 2014, unless otherwise agreed by the parties in writing. City shall, in writing, notify Developer of its failure to complete construction under

paragraph V.A. Developer shall cure such default as provided therein or make payment of the Default Repayment to City in lieu thereof. Upon payment of the Default Repayment, the obligations found in this Article shall become null and void.

B. Developer, for itself and its successors and assigns, hereby waives all rights to appeal the assessed value of the Facility below the Guaranteed Value for the life of the District, unless Developer has satisfied the Default Repayment amount under paragraph III.A. or has satisfied the Payoff Amount under paragraph III.E.

C. Unless the obligations in this Agreement terminate due to payment of the Default Repayment under paragraph III.A. or satisfaction of the Payoff Amount under paragraph III.E., Developer hereby agrees, for itself, its successors and assigns, that, for the full life of the District, it shall not, without the prior written consent of the City, sell or lease any portion of the Facility to an entity whereby such sale or lease would cause such portion of the same to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developer's successors and assigns. Developer further agrees that it will place a restriction in any deed or bill of sale conveying the Facility during the duration of this Agreement prohibiting any use of such property during the term of this Agreement which would cause same or any portion thereof to become tax exempt. Should the Facility nevertheless become tax exempt, Developer, for itself and its successors and assigns, hereby agrees that an annual payment in lieu of tax shall be made by the then owner of the Facility. Such payment in lieu of taxes shall be determined for any given year that the Facility are exempt from taxation by multiplying the assessed value of the Facility as of January 1 of such year by the mil-rate for all taxing jurisdictions established for that tax year for the east side

of the City, with such product due and payable on or before October 15 of the year levied (the Due Date). If such payment is not made in full by the Due Date, the amount due shall become a lien against the Building and Property as a special charge under Wis. Stat. § 66.0627.

D. Developer, for itself and its successors and assigns, agrees that, should the assessed value be less than the Guaranteed Value of \$2,825,700, it will make a payment in lieu of tax to City (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the assessed value. Such Deficit Payment shall be determined as follows:

- (1) The amount of the Deficit Payment shall be determined by subtracting the assessed value from \$2,825,700. That number shall be multiplied by the mil-rate for all taxing jurisdictions established for the prior tax year for the east side of De Pere, with the product being due and payable by Developer to the City on or before October 15 of the year in which it is levied.
- (2) If not paid in full by October 15 of the year in which it was due, the amount determined under the process identified above shall become a lien on the property as a special charge under Wis. Stats. §66.0627.
- (3) The Deficit Payment obligation shall expire upon the earlier to occur of:
(i) termination of the District; (ii) satisfaction of the Default Repayment under paragraph III.A.; or (iii) satisfaction of the Payoff Amount under paragraph III.E.

E. Developer shall have the right to make an advance payment to the City of all projected outstanding TIF revenue the City expects to receive from the Guaranteed Value ("TIF Payments") to secure a release of Developer's obligations under this Agreement. In the event

Developer wishes to make an advance payment to prepay the TIF Payments, it shall so notify City in writing of its intent to do so. City shall, within 30 days of receipt of such notice, forward to Developer a summary of the City's outstanding costs and liabilities for that portion of the bond financing the City incurred which is allocable to the Project Grants plus 20% (the "Payoff Amount"). Developer shall then have the right to satisfy the Payoff Amount to the City within sixty (60) days of receipt of the Payoff Amount. Upon payment of the Payoff Amount, the Developer obligations contained in this Agreement shall be deemed satisfied in full.

ARTICLE IV GENERAL

A. Developer and its successors and assigns shall keep and maintain the Facility in good repair and working order and will make or cause to be made from time to time all repairs necessary thereto (including external and structural repairs) and renewals and replacements thereof so as to maintain in the City an operational, habitable, and marketable development, ordinary wear and tear and obsolescence excepted, and shall keep and maintain such casualty insurance upon such property as is customarily held in developments of like sizes and characters. All insurance policies required under this paragraph shall be taken out and maintained with insurance companies authorized to do business in the State of Wisconsin.

B. City agrees that, upon presentment of a written request from Developer's lender, it will subordinate its interests in the preceding paragraph IV.A. to those of the lender. However, such subordination shall not affect Developer's obligations hereunder to restore the site irrespective of any action of its lender.

C. All notices required by this Agreement must be in writing and sent by personal delivery, or by certified mail (return receipt requested), or by commercially responsible carrier service, to the addresses set forth below. All notices shall be deemed received on the date of confirmed delivery.

If to Developer: Alexander Lawton
LFRE I LLC
1950 Enterprise Drive
P.O. Box 5396
De Pere, WI 54115-5396

If to City: City Administrator
City of De Pere
335 S. Broadway Street
De Pere, WI 54115

D. This Agreement may not be modified or amended except by written instrument executed by the parties hereto.

E. The City agrees that the Developer may collaterally assign its interests in this Agreement to the construction lenders for the Building. A construction lender may avail itself of the benefits of this Agreement only if it assumes in writing the obligations of Developer, as applicable, in this Agreement. The Developer may not otherwise assign its interest in this Agreement without the City's consent, which shall not be unreasonably withheld, conditioned or delayed.

F. This Agreement, or a memorandum hereof, may be recorded by any party in the Office of the Register of Deeds for Brown County.

G. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.

ARTICLE V DEFAULTS AND REMEDIES

A. A party shall be in default under this Agreement if such party shall fail to carry out or fulfill one or more of its obligations hereunder and such failure shall continue for a period of thirty (30) days following receipt of written notice from the other party specifying such failure; provided, however, that if the nature of the default is such that it cannot be cured within thirty (30) days, a party shall not be in default if it immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion. If a party does not cure or undertake to cure a default within the time periods set forth above, the non-defaulting party may pursue the remedies provided for in this Agreement or otherwise available at law or in equity.

B. No party shall be considered in breach or default of its obligations with respect to the beginning and completion of construction of any improvements in the event of enforced delay in the performance of such obligations due to unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God, forces majeure, acts of the public enemy, acts of adjoining property owners, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, breach of contracts by contractors or subcontractors, and unusually severe weather or delays of subcontractors due to such causes, it

being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of such party shall be extended for the period of the enforced delay as determined in good faith by all parties; provided that the party claiming enforced delay shall, within thirty (30) days after the beginning of such enforced delay, have first notified the other parties thereof and of the cause or causes thereof and requested an extension for the period of the enforced delay. In the event a delay is caused by unavailable materials or breach of contracts by contractors or subcontractors, the parties agree to grant a sufficient extension to permit such procurement.

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

D. This Agreement comprises the entire Agreement between the parties. No promise, or other obligation of either party not expressly provided for herein shall be enforceable unless reduced in writing and signed by the parties.

[Signatures on following page]

LFRE I LLC

By:

State of Wisconsin)
 : SS
Brown County)

Print Name

Title:

This instrument was acknowledged before me
on the _____ day of _____, 2012,
by _____ as _____
and _____ as _____
of LFRE I LLC.

Print Name:

Title:

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

LFRE II LLC

BY:

State of Wisconsin)
 : SS
Brown County)

PRINT NAME

TITLE:

This instrument was acknowledged before me
on the _____ day of _____, 2012,
by _____ as _____
and _____ as _____
of LFRE II LLC.

PRINT NAME:

TITLE:

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

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me
on the _____ day of _____, 2012,
by Michael J. Walsh, Mayor and Shana L.
Defnet, Clerk-Treasurer of the City of De Pere.

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

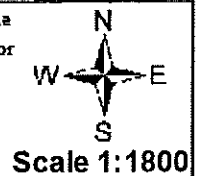
H:\jdupont\Agreements\2012\Development Agreement-Lawton-final-193-002-12.docx

Exhibit A

Subject Property

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



Item # 13: Review the Site Plan request for a 25,560 sq. ft. expansion for the C.A. Lawton Co., 1900 Enterprise Drive, Parcel ED-F0111. Agent: Mark Koza.

Overview	The project shows a proposed 25,560 square foot building expansion in two phases. The first phase shows a 14,760 square foot building addition and phase 2 shows a 10,800 square foot building addition, both on the northwest corner of the existing building. The additions will bring the total building footprint to 100,679 square feet. The expansion also shows new crane rails, a new 25 ton crane, and a new 12 ton crane. Future construction also shows a docking area and asphalt pavement and driveway.
Public Works	Does the project meet the City Storm water regulations? ☒ Yes ☐ No ☐ NA Sewer properly connected? ☒ Yes ☐ No ☐ NA Water properly connected? ☒ Yes ☐ No ☐ NA Access properly designed (driveway and sidewalks)? ☒ Yes ☐ No ☐ NA Are there any issues with easements or right-of-ways? ☐ Yes ☒ No ☐ NA Are there other items that need to be addressed? ☐ Yes ☒ No ☐ NA Required Actions: Sanitary Sewer 1. There are no connections to the City of De Pere sanitary sewer. Water Main 2. There are no connections to the City of De Pere water main. Storm Water Management 3. The redevelopment total suspended solids (TSS) reduction from the site is designed for 40% removal. The new development total suspended solids (TSS) reduction from the site is designed for 80% removal. 4. The storm water management suggests alterations to an existing wet detention basin to handle additional runoff. 5. A 24" diameter nyloplast outlet structure is proposed. Consider a concrete structure if there is potential for the proposed material to float. 6. A maintenance agreement for the storm water management facility is recorded with the County. This agreement will remain in effect for the modified pond. The owner shall be responsible for maintaining storm water management practices for the modified pond in accordance with the Plan. Traffic/Vehicle Access: 7. No new access points are proposed. 8. Existing driveway approaches within the right of way should be 8-inch concrete. Driveways for heavy trucks should include reinforcement. General: 9. A City street excavation permit will be required for any work done within the right of way. 10. All areas intended to be utilized for parking spaces and driveways shall be surfaced with bituminous asphalt or concrete. See 14.60 (12) (j). See Planning Comment below.
Forestry & Parks	Does the project meet the City Landscaping Regulations? ☒ Yes ☐ No ☐ NA Required Actions: 1. Expansion does impact existing landscaping; however landscaping must be completed from the plan that was approved in 2008 around the retention pond.
Fire	Does the project meet City Fire Codes? ☐ Yes ☐ No ☒ NA Required Actions: 1. Provide complete detailed plans for construction review; provide details of use for all areas of structure. Provide detailed plans prior to start of construction. 2. Separation of hazards/use may be required. Provide floor arrangement for inside structure. Detail any hazardous substances/operations anticipated within the structure. Review of existing hazards may be required to assure adequate separations. 3. Provide details for the means of egress throughout the structure. Provide exit/emergency lighting throughout the means of egress. Existing and proposed egress are subject to review. 4. No smoking and floor loading signage may be required. 5. Provide fire extinguishers at maximum 75' travel distances, locate extinguishers towards the exits. 6. Provide sprinkler system drawings with calcs and cut sheets for approval prior to installation. 7. Provide fire alarm system drawings for approval prior to installation of any system. Existing fire alarm panel may be unable to support additional devices needed. 8. Install key box for fire department access.

Planning & Building Inspection	Does the project meet the design regulations (exterior building elevations/materials)?	☒ Yes	☐ No	☐ NA
	Does the project meet the City setback requirements?	☒ Yes	☐ No	☐ NA
	Does the project meet the City parking requirements?	☒ Yes	☐ No	☐ NA
	Does the project meet the City lighting requirements?	☒ Yes	☐ No	☐ NA
	Is the refuse properly sited and screened?	☒ Yes	☐ No	☐ NA
	Does the signage meet the City code?	☒ Yes	☐ No	☐ NA
	Are there other items that need to be addressed?	☐ Yes	☒ No	☐ NA
	Required Actions: 1. Plan Commission should ask about the colors used for the siding. 2. The plans show for future asphalt on the northwest side of the property. Staff would recommend asphalt be required when the second phase occurs. In addition, the northern entry should have concrete or asphalt added to reduce tracking onto Enterprise.			

Recommendation

Staff in Planning, Zoning, Fire and Public Works Departments reviewed the site plan. Based on these reviews, planning staff would recommend the following:

1. Addressing and implementing any requirements submitted by Zoning, Forestry, Fire and Public Works Departments.
2. Meeting all other state and local regulations.

	CITY OF DE PERE APPLICATION FOR SITE PLAN REVIEW	Fee: \$ 245.00 Receipt #: _____ Date: _____
---	--	---

Please print or type using black ink for duplicating purposes.

A. Property Owner: Name: Lawton Family Real Estate LLC, etal
Mailing Address: c/o The C.A. Lawton Co., P.O. Box 5430, De Pere, WI 54115-5430
Phone: (920) 983-4147
Email: mkoza@calawton.com (Mark Koza)

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

Agent: Name: Jeff Rustlok / Schuler & Associates, Inc.
Mailing Address: 2711 N. Mason Street, Suite F
Phone: (920) 734-9107
Email: jr@schulerassociates.net

B. Property Information

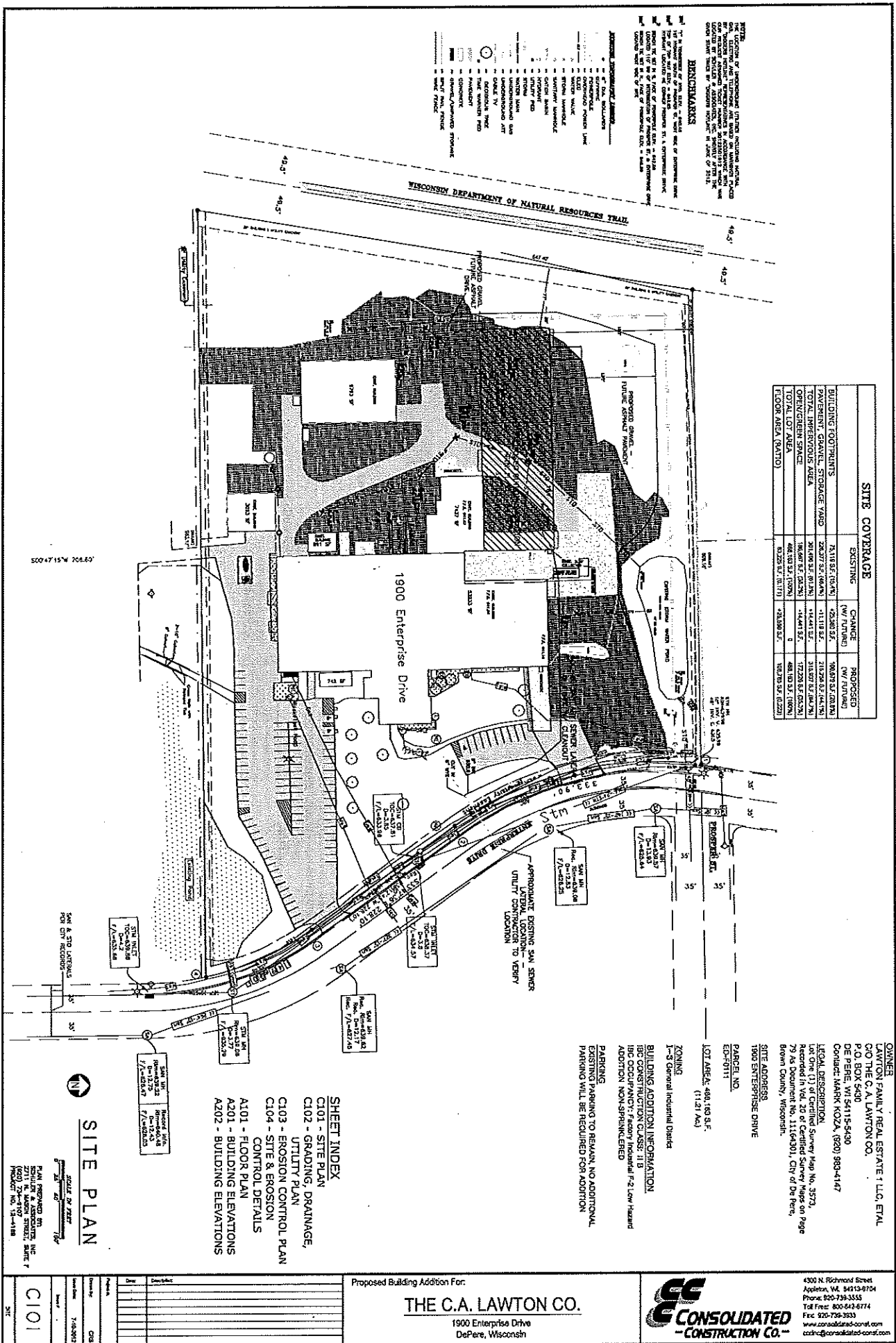
Address/Location of Property: 1900 Enterprise Drive Parcel #: ED-F0111
Parcel Dimension: Approx. 750' x 650' Parcel Area: 488,163 SF (11.21 ac)
Legal Description: _____
Lot 1, 20 CSM 79, City of De Pere, Brown County, WI

A Site Plan Review is requested as authorized by the De Pere Zoning Code, Section(s): Article XIII, Section 14.60.

Owner Signature: [Signature]
Agent Signature: [Signature]

7.10.12
Date
7-10-12
Date

A plan consisting of all applicable information listed on the attached shall be submitted with this application. An AutoCAD drawing matching the state approved plans must be submitted in Brown County Coordinates before permits can be issued.



SITE COVERAGE			
	EXISTING	CHANGE	PROPOSED
BUILDING FOOTPRINTS	1,118.52 S.F.	+2,500.00 S.F.	3,618.52 S.F.
DRIVEWAY	2,000.00 S.F.	0.00 S.F.	2,000.00 S.F.
TOTAL IMPERVIOUS AREA	3,118.52 S.F.	+2,500.00 S.F.	5,618.52 S.F.
OPEN SPACE	1,881.48 S.F.	-2,500.00 S.F.	-618.52 S.F.
TOTAL LOT AREA	5,000.00 S.F.	0.00 S.F.	5,000.00 S.F.
FLOOR AREA (RATIO)	0.225 S.F./S.F.	+0.500 S.F.	0.725 S.F./S.F.

OWNER:
LAWTON FAMILY REAL ESTATE, LLC, ETAL
C/O THE C.A. LAWTON CO.
P.O. BOX 5400
DE PERE, WI 54155-5400
Contact: MARK KOZA, (920) 893-4147

LEGAL DESCRIPTION:
Lot One (1) of Certified Survey Map No. 3573,
Recorded in Vol. 20 of Certified Survey Maps on Page
79 of Document No. 11164301, City of De Pere,
Brown County, Wisconsin.

SITE ADDRESS:
1900 ENTERPRISE DRIVE
PARCEL NO.
E0-0111

LOT AREA: 400,180 S.F.
(1.121 AC.)

ZONING:
I-3 General Industrial District

BUILDING ADDITION INFORMATION:
IBC CONSTRUCTION CLASS: II-B
IBC OCCUPANCY: Factory Industrial (F-2) Low Hazard
ADDITION NON-SPRINKLERED

PARKING:
EXISTING PARKING TO REMAIN, NO ADDITIONAL
PARKING WILL BE REQUIRED FOR ADDITION

SHEET INDEX	
C101 - SITE PLAN	
C102 - GRADING, DRAINAGE, UTILITY PLAN	
C103 - EROSION CONTROL PLAN	
C104 - SITE & EROSION CONTROL DETAILS	
A101 - FLOOR PLAN	
A201 - BUILDING ELEVATIONS	
A202 - BUILDING ELEVATIONS	

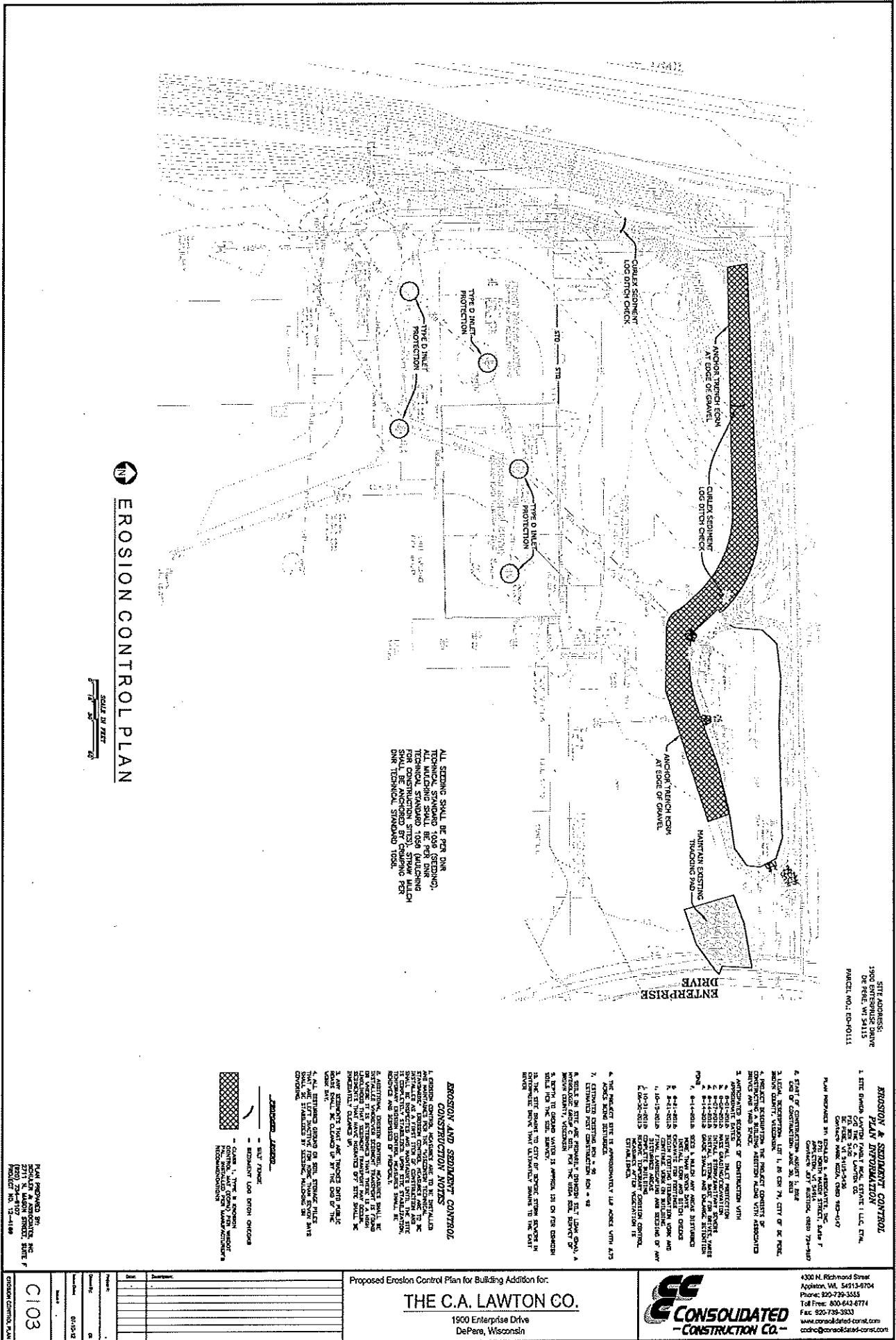
Proposed Building Addition For:

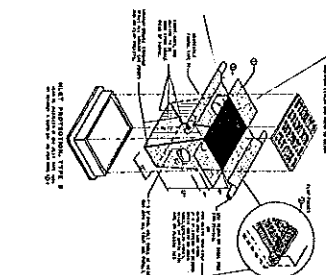
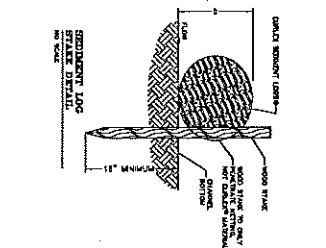
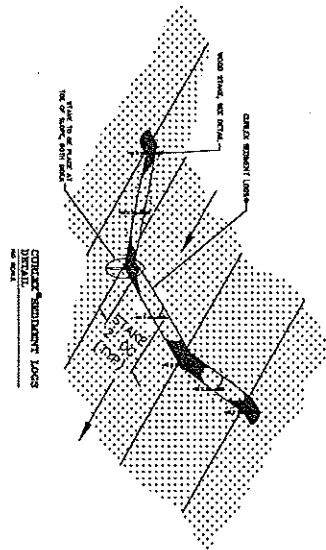
THE C.A. LAWTON CO.

1900 Enterprise Drive
DePere, Wisconsin

CONSOLIDATED
CONSTRUCTION CO., INC.

6300 N. Richmond Street
Appleton, WI 54911-7014
Phone: 920-736-3355
Toll Free: 800-642-6774
Fax: 920-736-3933
www.consolidated-construction.com
cchc@consolidated-construction.com

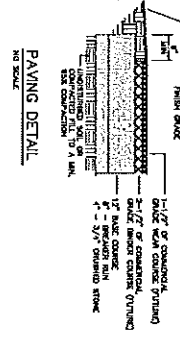
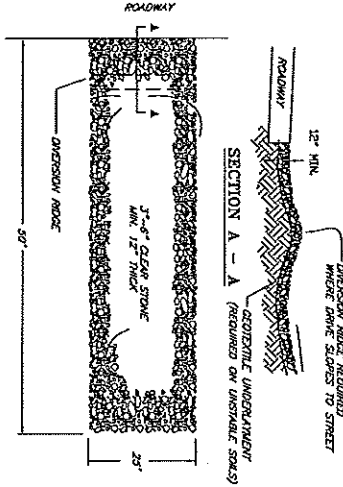
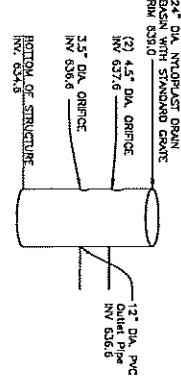




GENERAL NOTES

1. THE TRACKING PAD SHALL BE CONSTRUCTED TO THE FOLLOWING SPECIFICATIONS:
 - a. 12" MIN. DIVERSION RAMP REQUIRED WHERE DRIVE SLOPES TO STREET (REQUIRED ON UNSTABLE SOILS)
 - b. 3" - 6" CLEAR STONE MIN. 12" THICK
 - c. 30" WIDE DIVERSION RAMP
2. THE TRACKING PAD SHALL BE CONSTRUCTED TO THE FOLLOWING SPECIFICATIONS:
 - a. 12" MIN. DIVERSION RAMP REQUIRED WHERE DRIVE SLOPES TO STREET (REQUIRED ON UNSTABLE SOILS)
 - b. 3" - 6" CLEAR STONE MIN. 12" THICK
 - c. 30" WIDE DIVERSION RAMP

OUTLET STRUCTURE



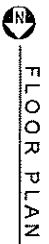
Construction Entrance Tracking Pad (Maintain Existing Tracking Pad)

PLAN PROVIDED BY
THE C.A. LAWTON CO.
2711 N. KENOSHA STREET
DEPERE, WI 53530
PHONE: 920-739-3553
FAX: 920-739-3553
WWW.CONSOLIDATED-CONSTRUCTION.CO

Sheet	Of
1	1

Site & Erosion Control Details for Building Addition for:
THE C.A. LAWTON CO.
1900 Enterprise Drive
DePere, Wisconsin

CONSOLIDATED CONSTRUCTION CO.
4300 N. Richmond Street
Appleton, WI 54913-9704
Phone: 920-739-3553
Toll Free: 800-642-8774
Fax: 920-739-3553
www.consolidated-constr.com
ecoh@consolidated-constr.com

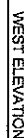


A101
MUDON, MUDON

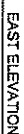
Proposed Building Addition for:

CA LAWTON
DE PERE, WISCONSIN

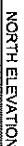




SCALE: 3/32" = 1'-0"



SCALE: 2000 = 1' = 0"



SCALE: 2327 = 140

A201

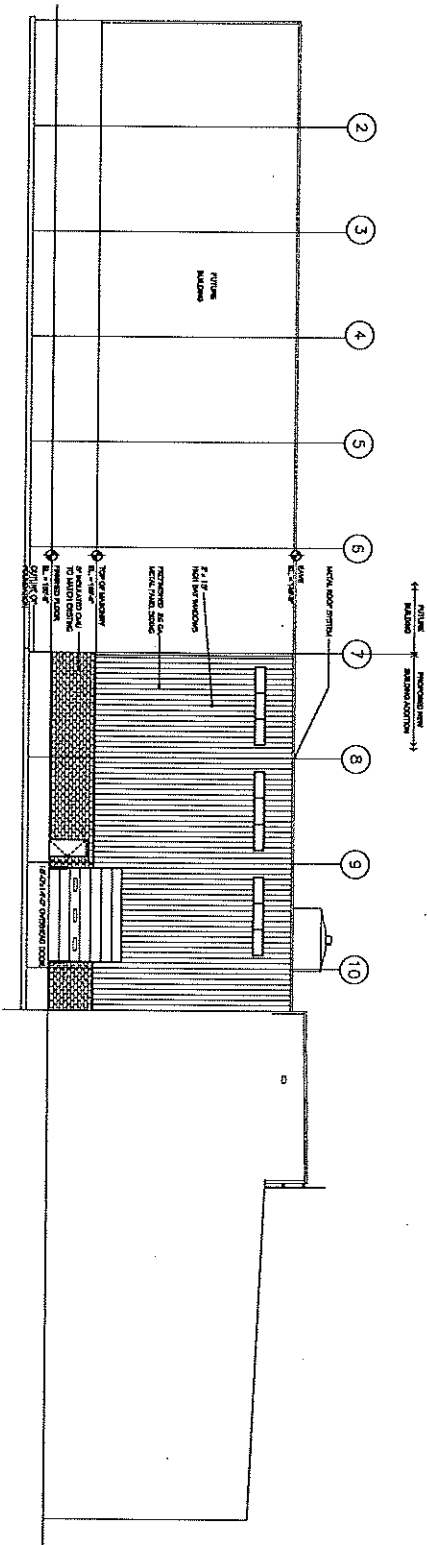
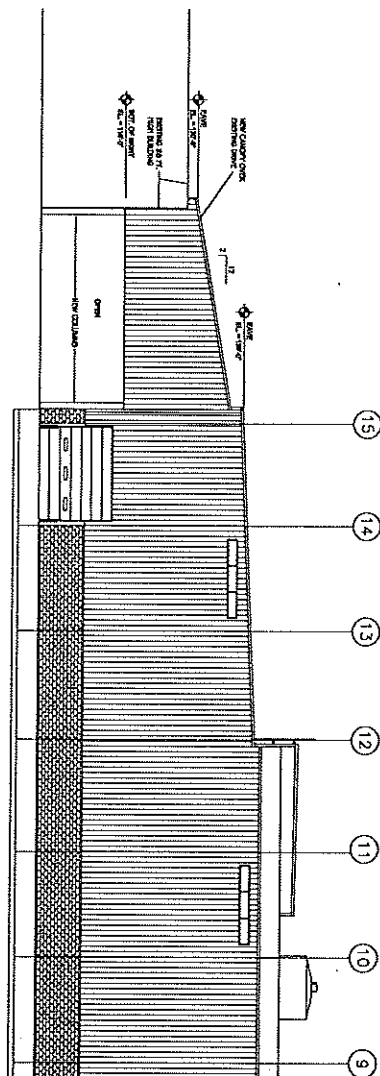
INSTRUCTIONS

[illegible]

CA LAWTON
DE PERE, WISCONSIN



4300 N. Richmond Street
Appleton, WI. 54913-9704
Phone: 920-739-3555
Toll Free: 800-642-6774
Fax: 920-739-3833
www.cornelidated-cornet.com
cooking@cornelidated-cornet.com



PRELIMINARY
NOT FOR CONSTRUCTION

[illegible]

Proposed Building Addition for:

CA. LAWTON
DE PERE, WISCONSIN



4300 N. Richmond Street
Appleton, WI 54913-8704
Phone: 820-739-3655
Toll Free: 800-643-8774
Fax: 820-739-3933
www.consolidated-conet.com
csinc@consolidated-conet.com

RESOLUTION #12-123

DISALLOWANCE OF CLAIM
(Randy McVey)

WHEREAS, Randy McVey, 2662 Dutchman Road, Green Bay, Wisconsin 54311, filed a Notice of Claim and Claim with the City Clerk-Treasurer October 15, 2012; and

WHEREAS such Claim alleges that the City negligently refused to honor the Claimant's request to disconnect the water service to 801 Manitowish Place, De Pere, Wisconsin 54115 (said property being owned by Claimant) during a pending eviction proceeding involving Claimant and his tenant at 801 Manitowish Place, making City responsible for the unpaid water bill charges of \$613.59; and

WHEREAS, Wisconsin Law allows municipalities to place unpaid water (and other utility) charges upon the tax roll of the property to which the charge is made. Wis. Stats. §66.0809(3) provides, in pertinent part:

(3) Except as provided in subs. (4) and (5), on October 15 in each year notice shall be given to the owner or occupant of all lots or parcels of real estate to which utility service has been furnished prior to October 1 by a public utility operated by a town, city or village and payment for which is owing and in arrears at the time of giving the notice. ... The notice shall be in writing and shall state the amount of arrears, including any penalty assessed pursuant to the rules of the utility; that unless the amount is paid by November 1 a penalty of 10 percent of the amount of arrears will be added; and that unless the arrears, with any added penalty, are paid by November 15, the arrears and penalty will be levied as a tax against the lot or parcel of real estate to which utility service was furnished and for which payment is delinquent; and

WHEREAS, this matter has been referred to the City's public officials liability insurance carrier which recommends denial of the claim based upon the state law, which specifically allows for the process followed by the City; and

WHEREAS, the City is not legally obligated to pay for Claimant's unpaid water bill at 801 Manitowish Place.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The claim submitted by Randy McVey be, and the same is hereby denied, and that no action on this claim may be brought against the City of De Pere, or any of its officers, officials, agents or employees after six months from the date of service of this notice.

BE IT FURTHER RESOLVED THAT:

A copy of this resolution be forwarded to the claimant, Randy McVey, as a Notice of Disallowance.

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 7th day of November, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

CITY OF DE PERE
CLERK-TREASURER'S OFFICE
335 SOUTH BROADWAY STREET
DE PERE, WI 54115
(920) 339-4050

LIABILITY CLAIM INFORMATION FORM

INSTRUCTIONS: Please fill out this form completely, sign, date and return to the address listed above. The City will submit your documentation to its insurance carrier for payment determination.

1. Date and Time of Incident: 2012 Water Bill
2. Location of Incident: 801 Manitowish Pl.
3. Name of Injured Person/Owner of Damaged Property: _____
(Age if Minor: _____)
4. Address: _____
5. Telephone Number: (H) _____ (C) _____ (W) _____
6. Please give a detailed description of the incident (use back of form if necessary):

7. Total Amount of Claimed Damages: \$ 613.59 (Attach itemized statements/bills)
8. Witness name, address and telephone number: _____

In signing this Liability Claim form, I acknowledge that the City of De Pere will be submitting my information to its liability insurance carrier for its review and determination of liability and that my claim will be paid only if the insurance company determines the City is legally liable for my damages/injuries.

10-10-12
Date

Randy D. McVey
Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

October 10, 2012

To whom it may concern,

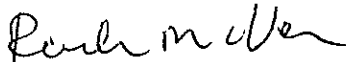
I am disputing my liability in the matter of the \$613.59 water bill charged to 801 Manitowish Place. It is my understanding that the amount of \$613.59 will be added on to my 2012 taxes. I do not feel that I am liable for this expense because I did everything within my power to prevent these charges from being incurred.

I fully understand that the normal course of action is to add unpaid water bills to the landlord's taxes, however there are extenuating circumstances in this case. The tenant in my rental property at 801 Manitowish Place, Ben Conley, had an unpaid water bill balance in 2011 that was added on to my 2011 taxes. I continued to have issues with Mr. Conley, including unpaid rent and utility bills. I began court action to have him evicted from my rental property in early 2012. As you know, the process to have a tenant evicted is lengthy. I contacted the City of DePere and asked to have his water turned off while the dispute was ongoing. I knew that he was not going to pay this bill, and I did not want to be held responsible. I was told by the City of DePere that they could not turn his water off. By the time I was finally able to convict him, he had a total water bill of \$613.59, which remains unpaid today.

I feel that I did everything within my power to prevent the charges from being incurred, so I should not be held liable for them. The addition of \$613.59 to my 2012 taxes would place a large financial burden on me. We are all struggling to make ends meet in these difficult financial times, and I surely cannot afford to pay an additional \$613.59 to the City of DePere.

Please consider my request and advise at your earliest convenience.

Sincerely,



Randy McVey
920-371-2289

RECEIVED

OCT 15 2012

DE PERE WATER DEPT.

*also owns
809-807 Manitowish*

October 11, 2012

Account # 139-226-00-06

Parcel ID: ED-1164-R-19

MC VEY, RANDY

2662 DUTCHMAN RD.

GREEN BAY, WI 54311 0000

COPY

NOTICE OF DELINQUENCY

Water Department records indicate there is a delinquent water/sewer bill in the amount of \$613.59 for your property located at 801 MANITOWISH in the City of De Pere. It is our intention to notify you prior to its entry on the tax roll pursuant to Section 62.69(2)(f), Wisconsin Statutes.

If this account is not satisfied by **November 1, 2012**, a 10% service charge of \$61.36 will be added to the account pursuant to section 66.069(1)(B), Wisconsin Statutes.

The purpose of this notice is to give you an opportunity to address this matter and satisfy the account prior to the addition of the 10% penalty, which will be added if not paid by November 1, 2012.

Mailed payment must be postmarked November 14, 2012 or payment can be placed in drop box in front of City Hall. Subsequently, if not paid by **November 15, 2012** any remaining delinquent amount will be placed on the tax roll for collection and must then be paid with your property taxes.

Please be advised that there may be an additional current balance due on this account from the third quarter. The Third quarter is not yet considered delinquent and will not be placed on the tax roll this fall. As of this date, the TOTAL account balance due is \$613.59

De Pere Water Department
335 So. Broadway
De Pere, WI 54115

Telephone 7:30 AM to 4:00 PM – 920-339-4046

*****SPECIAL NOTICE TO LANDLORDS ONLY*****

Your tenants is/was: CONLEY, BENJAMIN

Your tenant(s) do NOT know the deadline dates in this letter UNLESS YOU tell them.

Your tenant(s) do NOT get a copy of this letter UNLESS YOU give it to them.



Kim P. Bush, Esq.
Senior Claims Analyst

T. 860.284.1428
F. 860.284.1429
E. kim.bush@awac.com

VIA EMAIL ONLY

October 23, 2012

Judy Schmidt-Lehman, Esq.
City of De Pere
335 South Broadway Street
De Pere, WI54115
Email: jschmidt-lehman@mail.de-pere.org

Re:	Insured:	City of De Pere
	Insurer:	Darwin National Assurance Company
	Policy No.:	0202-0663
	Policy Period:	6/1/2012 to 6/1/2013
	Limit:	\$2,000,000
	Retention:	\$15,000
	Subject:	McVey, Randy
	Ref. No.:	2012032208

Dear Ms. Schmidt-Lehman:

Please accept this correspondence as the coverage evaluation of Allied World National Assurance Company, the claims manager for Darwin National Assurance Company ("Darwin"), in the above-referenced matter under the Public Officials Professional and Employment Practices Liability Insurance Policy that Darwin issued to the City of De Pere (the "City") for the **Policy Period** June 1, 2011 to June 1, 2012 (the "Policy"). Darwin previously acknowledged receipt of this matter.

This letter will refer to certain statements made in the materials we have received to date. We recognize that these statements are unsubstantiated at this time and nothing in this letter is intended to suggest or imply that they have any legal or factual merit. Nevertheless, we must reserve our right to decline or limit coverage should any of the exclusions set forth in Section III of the Policy, the endorsements to the Policy, or any other provision of the Policy prove to be applicable. To assist you in understanding our coverage analysis, we suggest that you review the Policy and this letter together. Please note that this letter does not modify any of the terms and conditions of the Policy. Words that appear in **bold print** in this letter are defined terms in the Policy. As set forth below, we will be treating this matter as a notice of a circumstance which may later give rise to a **Claim** against an **Insured** for a **Wrongful Act**.

SUMMARY OF FACTS

We have received and reviewed the letter dated October 10, 2012 sent by Randy McVey ("McVey") to the City's Water Department disputing liability of a water bill in the amount of \$613.59 charged to his property located at 801 Manitowish Place (the "Letter"). McVey states that it is his understanding that this amount will be added to

his 2012 taxes. McVey states that he understands that the normal course of action is to add unpaid water bills to the landlord's taxes but there are extenuating circumstances in his case. McVey states that the tenant in his rental property at 801 Manitowash Place has had an unpaid water bill since 2011 and he has had issues with this tenant, including unpaid rent, and he has evicted this tenant after a lengthy process. McVey states that the addition of \$613.59 to his 2012 taxes would place a large financial burden on him and he should not be held liable under the circumstances.

SUMMARY OF COVERAGE

Insuring Agreement (A) of the Policy provides, in part, that the **Insurer** will pay on behalf of any **Insured**, subject to the Limit of Liability set forth in Item 3(a) of the Declarations, **Loss** which the **Insured** is legally obligated to pay as a result of any **Claim** first made against any **Insured** during the **Policy Period** or any applicable Extended Reporting Period for a **Public Officials Wrongful Act** which occurred on or after the **Retroactive Date** and before the end of the **Policy Period**.

Policy Section II, Definition (C) defines a **Claim** as: (1) any written demand for monetary damages or **Non-Monetary Relief**; (2) any written request to toll or waive any statute of limitations; (3) any civil proceeding in a court of law or equity, including any appeal therefrom, which is commenced by the filing of a complaint, motion for judgment, or similar proceeding; (4) any criminal proceeding which is commenced by the return of an indictment or similar document; (5) any administrative or regulatory proceeding or investigation, including a proceeding brought by or before the Equal Employment Opportunity Commission or similar state or local agency, commenced by the filing of a notice of charges, formal order of investigation or similar document; or (6) any arbitration proceeding, or any other alternative dispute resolution proceeding, to which the **Insured** must submit or does submit with the **Insurer's** consent. Definition (C) further provides that a **Claim** will be deemed to have been first made when an **Insured** receives notice of the **Claim**.

Policy Section II, Definition (U) defines **Wrongful Act**, in relevant part, as any **Public Officials Wrongful Act**. Policy Section II, Definition (O) defines **Public Officials Wrongful Act** as: (1) any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty, including any **Personal Injury**, by any **Insured**; (2) any actual or alleged violation of civil rights protected under 42 USC 1981 et seq., or any similar federal, state or local law, by any **Insured**; (3) any matter claimed against an **Insured** solely by reason of his or her status as an **Insured** during the **Policy Period**; and committed in the performance of his or her duties for the **Named Insured**.

Based on our review of the foregoing definitions and the information received to date, the City has not received anything to date that constitutes a **Claim** against an **Insured** for a **Wrongful Act** under the Policy, and thus, the Policy's Insuring Agreements have not been triggered and the Policy presently affords no coverage for this matter. However, Pursuant to Policy Section IV, Condition (F)(2), if, during the **Policy Period**, the **Insured** first becomes aware of any **Wrongful Act** which may subsequently give rise to a **Claim** and, as soon as practicable thereafter but before the expiration or cancellation of this Policy: (a) gives the **Insurer** written notice of such **Wrongful Act**, including a description of the **Wrongful Act** in question, the identities of the potential claimants, the consequences which have resulted or may result from such **Wrongful Act**, the damages which may result from such **Wrongful Act** and the circumstances by which the **Insured** first became aware of such **Wrongful Act**; and (c) requests coverage under this Policy for any subsequently resulting **Claim** for such **Wrongful Act**; then the **Insurer** will treat any such subsequently resulting **Claim** as if it had been first made during the **Policy Period**. Accordingly, pursuant to Policy Section IV, Condition (F)(2), Darwin will treat this matter as a notice of a circumstance which may later give rise to a **Claim** against an **Insured** for a **Wrongful Act**. Please notify us should the City receive anything further in connection with this matter.

In the event that this matter develops into a **Claim** for a **Public Officials Wrongful Act**, please understand that Policy Section III, Exclusion (C)(14) would likely preclude coverage for this matter.

Policy Section III, Exclusion (C)(14) provides that the **Insurer** shall not pay any **Loss** or **Defense Expenses** from any **Claim** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the formulation of tax rates, the collection of taxes and/or the disbursement of tax refunds. Given the information provided to date, Darwin respectfully reserves its right to disclaim coverage for this matter based on Exclusion (C)(14).

Darwin's position with respect to this matter is based on the information provided to date, and is subject to further evaluation should additional information become available. Please understand that this letter is not intended to provide an exhaustive review of all Policy terms, conditions and exclusions, and Darwin expressly reserves the right to supplement its coverage analysis as additional information is received. Darwin respectfully reserves all of its rights and defenses under the Policy and available at law, including the right to disclaim coverage on additional or alternative bases as appropriate. Should you have any questions regarding the foregoing, please feel free to contact me.

Very truly yours,


Kim P. Bush, Esq.

cc: Roberta Clanton (via e-mail only)
Professional Governmental Underwriters, Inc.
rclanton@pgui.com

RESOLUTION #12-124

DISALLOWANCE OF CLAIM
(John and Lynn Gaus)

WHEREAS, John and Lynn Gaus, 448 N Good Hope Road, De Pere, Wisconsin 54115, filed a Notice of Claim and Claim with the City Clerk-Treasurer on September 10, 2012; and

WHEREAS such Claim alleges that on August 30, 2012, a city water curb box extension pipe was sucked into Claimant's lawn mower while mowing the grass, damaging the mower beyond repair; and

WHEREAS, the Claimants are seeking \$404.07, the cost of replacing the damaged mower; and

WHEREAS, this matter has been reviewed by Liberty Mutual, the City's liability insurance carrier, which has investigated the same and determined that the City did not know, nor should it have known, that any defect in the curb box extension existed so as to take steps to repair it and as such, is not negligent and legally responsible to cover Claimant's damages; and

WHEREAS, Liability Mutual therefore recommends the City deny such claim.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The claim submitted by John and Lynn Gaus be, and the same is hereby denied, and that no action on this claim may be brought against the City of De Pere, or any of its officers, officials, agents or employees after six months from the date of service of this notice.

BE IT FURTHER RESOLVED THAT:

A copy of this resolution be forwarded to the Claimants, John and Lynn Gaus, as a Notice of Disallowance.

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 7th day of November, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

MIDDLE MKT LIABILITY FAST TRACK MS
LIBERTY MUTUAL INSURANCE COMPANY
PO BOX 7214
LONDON KY 40742-7214



Telephone: (800) 537-2350
Fax: (888) 325-8127

October 22, 2012

John Gaus
448 N Good Hope Road
De Pere WI 54115

Claimant: John Gaus
Claim Number: P 346-045511-01
Customer: City Of De Pere
Date of Loss: 08/30/2012

Dear John Gaus:

After consideration of your claim, I have concluded that our insured is not responsible for this accident. We are denying your claim based on our investigation.

Unless there are additional facts that you would like to submit for my further review, I am closing my file.

I understand you will be disappointed by this decision. However, our obligation as an insurer is to pay only those claims for which our insured(s) are legally responsible.

Please feel free to contact me if you have any questions. You can reach me at extension 35561.

Sincerely,

SEAN DUSHA
SR CLAIMS REP, CM

2012-~~8~~3

CITY OF DE PERE
CLERK-TREASURER'S OFFICE
335 SOUTH BROADWAY STREET
DE PERE, WI 54115
(920) 339-4050

LIABILITY CLAIM INFORMATION FORM

INSTRUCTIONS: Please fill out this form completely, sign, date and return to the address listed above. The City will submit your documentation to its insurance carrier for payment determination.

1. Date and Time of Incident: Aug. 30, 2012 1:00 PM
2. Location of Incident: 448 N Good Hope Rd Front Yard
3. Name of Injured Person/Owner of Damaged Property: John & Lynn Gaus
John was driving (Age if Minor:)
4. Address: 448 N Good Hope Rd
5. Telephone Number: (H) 920-983-1059 (C) 920-983-1059 (W) 906-370-2534
6. Please give a detailed description of the incident (use back of form if necessary):
Water pipe got sucked out of the ground by the lawn mower. Ruined the blades and caused the shaft to penetrate the engine.
7. Total Amount of Claimed Damages: \$ 404.07 (Attach itemized statements/bills)
8. Witness name, address and telephone number: Lynn Gaus (same as above)

In signing this Liability Claim form, I acknowledge that the City of De Pere will be submitting my information to its liability insurance carrier for its review and determination of liability and that my claim will be paid only if the insurance company determines the City is legally liable for my damages/injuries.

09/10/2012
Date

Lynn A Gaus
Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

Signature of Person Filing Claim
(parent or guardian if claimant is under 18)



2460 Main Street
Green Bay, WI 54311
(920) 468-4913

Your Cashier Today is Emilie F

Gas Additive	4.00	T
4 @ 1.00	911422500	
21 3-in-1 Mower	379.00	T 0
	78610200333	

ZIP CODE ENTERED: 54115

SUBTOTAL	383.00
TAX	21.07
*** BALANCE	404.07

Acct Number: *****5092

MasterCard \$404.07 Purchase

APPROVED R09250

MasterCard	404.07
CHANGE	0.00
TOTAL NUMBER OF ITEMS SOLD =	5
09/03/12 01:52pm 800 4 176 126	

Thank You for Shopping With
Mills Fleet Farm

When you provide a check as payment,
you authorize us to use information
from your check to make a one-time
electronic fund transfer from your
account.



Valid for returns until 11/02/12

Vicki Scray

From: Dan Carpenter
ent: Tuesday, October 02, 2012 4:19 PM
To: Vicki Scray
Subject: RE: P346-045511-01
Attachments: Curb Boxes 004.jpg; Curb Boxes 005.jpg

These two pictures show the damage that was done to the curb box.

This was an extension added on to the original curb box because it was too short. The extension weighs 4lbs. 6oz and was 13" in height. When our serviceman went to the resident the women claimed her lawnmower suck this right up into her mower. I still have the extension in question, and John Kleuskens was the serviceman that went there.

From: Vicki Scray
Sent: Tuesday, October 02, 2012 3:31 PM
To: Dan Carpenter
Subject: FW: P346-045511-01

Dan, see below...Thanks!

*VICKI L. SCRAY
DEPUTY CLERK
CITY OF DE PERE*

*335 S. BROADWAY ST.
DE PERE WI 54115
Email: vsgray@mail.de-pere.org
Fax: 920/330-9491
Ph: 920/339-4050*

From: Dusha, Sean [<mailto:SEAN.DUSHA@LibertyMutual.com>]
Sent: Tuesday, October 02, 2012 3:11 PM
To: Vicki Scray
Subject: RE: P346-045511-01

Vicki,

Dan was going to go out and take some pictures for me. Was that done?

Thanks,

Sean

From: Vicki Scray [mailto:vscray@mail.de-pere.org]
Sent: Tuesday, September 25, 2012 4:03 PM
To: Dusha, Sean
Cc: Shana Defnet
Subject: P346-045511-01

Good Afternoon Sean,

The claimant for the above claim has left an inquiry on my voicemail as to the status of her claim. Would you please contact Lynn Gaus, 920-983-1059 or 906-270-2534, address of 448 N. Good Hope Rd., De Pere, WI.

Thank you!

*VICKI L. SCRAY
DEPUTY CLERK
CITY OF DE PERE*

*335 S. BROADWAY ST.
DE PERE WI 54115
Email: vscray@mail.de-pere.org
Fax: 920/330-9491
Ph: 920/339-4050*

RESOLUTION #12-125

AUTHORIZING AGREEMENT BETWEEN THE CITY OF DE PERE
AND THE UNIFIED SCHOOL DISTRICT OF DE PERE
(Summer Day Camp Program)

WHEREAS, the City and School District are parties to an 1989 Memorandum of Understanding concerning sharing of facilities and wish to continue cooperating in providing services to the public under the terms and conditions provided in the Agreement attached and incorporated as Exhibit A; and

WHEREAS, the parties wish to cooperate in City using School District facilities for its Summer Day Camp Recreation Program and wish to enter into such Agreement setting forth the parties rights and responsibilities in doing so; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement Between the City of De Pere and the Unified School District for Summer Day Camp Program (Exhibit A), together with such subsequent renewals as may be required, provided such renewals are substantively similar to Exhibit A.

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 7th day of
November, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT BETWEEN THE CITY OF DE PERE
AND THE UNIFIED SCHOOL DISTRICT OF DE PERE
FOR SUMMER DAY CAMP PROGRAM**

THIS AGREEMENT is entered into this _____ day of _____, 2012, by and between the City of De Pere, a municipal corporation ("City") and the Unified School District of De Pere, a unified school district ("School District").

WHEREAS, the City and School District are parties to an 1989 Memorandum of Understanding concerning sharing of facilities and wish to continue cooperating in providing services to the public under the terms and conditions provided herein; and

WHEREAS, the parties wish to cooperate in City using School District facilities for its Summer Day Camp Recreation Program and wish to enter into this Agreement setting forth the parties rights and responsibilities in doing so; and

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

**I
SCHOOL DISTRICT RESPONSIBILITIES**

- A. **School District Facilities.** The School District agrees to allow the City to use the following equipment and facilities at Dickinson Elementary School for the City's Summer Day Camp Recreation Program:
1. Classrooms 177 and 178, which shall operate as the primary location for the program unless other space is required due to cleaning schedule. The School District shall provide adequate space for up to 36 program participants and staff. City shall provide School District weekly participant numbers at least one week in advance.
 2. The gymnasium may be used when not in use or otherwise required by other school related activities.
 3. The commons area located off the main entrance may be used when available and necessary for program activities.
 4. Restroom facilities located near classrooms 177 and 178.
 5. Lockers in the hallway outside of classrooms 177 and 178 for program participants and staff. (This does not include the lockers in the entryway).
 6. Outdoor playground and playground equipment.

7. TV/DVD players and other electronic equipment are available for program use.
8. Program staff is permitted to use the refrigerator in the teachers lounge for medication storage.
9. Access to the school facility shall be through the Door identified as #3 (south entrance doors).

B. Other Requirements.

1. The School District shall provide building access cards to program staff.
2. Program staff shall also be provided with School District emergency contact information.

II CITY RESPONSIBILITIES

- A. The Summer Camp Recreation Program is a City program and not sponsored or otherwise provided by the School District. All registration fees collected for the program shall be retained by the City.
- B. All program staff are employees of the City which shall be responsible for all employee wages and benefits. City shall be responsible for all workers compensation, unemployment compensation, automobile and liability coverages for such employees. Program employees shall not be considered employees of the School District for any purpose.
- C. The City shall supervise day-to-day activities and tasks of program staff and participants.

III MISCELLANEOUS PROVISIONS

- A. Janitorial Fees. The City agrees to reimburse the School District for such janitorial and other staffing costs associated with their use of the other's described facilities unless such fees are waived by the School District.
- B. Insurance. Each party shall maintain comprehensive general liability insurance for its activities covered by this agreement.
- C. Hold Harmless Indemnification. To the greatest extent permitted by law, each party shall indemnify and hold harmless the other party, its officers, employees and officials, from and against all costs, losses and damages caused by the negligent act(s) of that party or that party's officers, employees and agents.

D. Term of Agreement. This Agreement shall remain in full force and effect for a period of one (1) year and may be renewed or amended only upon mutual written consent of the parties.

**UNIFIED SCHOOL DISTRICT
OF DE PERE**

By:

Dr. Ben Villarruel, Superintendent

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Name:

Title:

Shana L. Defnet, Clerk-Treasurer

H:\dupont\Agreements\2012\EDP Summer Day Camp Agreement-10-29-12-133-002-09.docx

RESOLUTION #12-126

IN SUPPORT OF A UNITED STATES CUSTOMS & BORDER PROTECTION FEDERAL
INSPECTION STATION AT AUSTIN STRAUBEL INTERNATIONAL AIRPORT

WHEREAS, Brown County owns and operates Austin Straubel International Airport, one of only two commercial airport Ports of Entry in Wisconsin; and

WHEREAS, the airport is a key economic driver in northeastern Wisconsin, having a \$110 million annual impact on the economy; and

WHEREAS, nearly 88,000 passengers annually, travel by air to international destinations from the region; and

WHEREAS, U.S. Customs facilities and staff at Austin Straubel International Airport are inadequate to accommodate the clearance of commercial international inbound flights; and

WHEREAS, Brown County has already invested significant improvements to Austin Straubel International Airport to prepare for additional air service, including commercial international flight operations; and

WHEREAS, a new, full-service Federal Inspection Station with sufficient U.S. Customs and Border Protection personnel, would allow for the clearance of commercial international flights arriving at Austin Straubel International Airport; and

WHEREAS, the U.S. Customs facility will stimulate the local economy by an estimated \$2.5 million annually, create jobs, and offer new business opportunities for the region; and

WHEREAS, business and community leaders have expressed support for the new U.S. Customs facility; and

WHEREAS, the Federal Aviation Administration's Airport Improvement Program (AIP) was established to provide financing for airport projects such as the U.S. Customs and Border Protection Federal Inspection Station.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City of De Pere, do hereby resolve our support for Airport Improvement Program funding of a new, full-service Federal Inspection Station staffed with an appropriate number of U.S. Customs and Border Protection personnel to clear commercial international flights at the Brown County-Austin Straubel International Airport, in Green Bay, Wisconsin.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of November, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

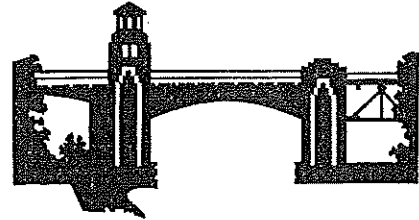
Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

CITY OF DE PERE

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



October 29, 2012

The Honorable Congressman Reid Ribble
1513 Longworth House Office Building
Washington, D.C. 20515

Dear Congressman Ribble;

On behalf of the City of De Pere, I would greatly appreciate your careful consideration of, and support for, Austin Straubel International Airport's effort to bring a new, full service Federal Inspection Station (FIS) to Brown County. This facility will be the catalyst for economic development and job creation as well as expanding tourism in northeastern Wisconsin.

The plan has been carefully developed and much of the infrastructure and initial groundwork needed for the project has already occurred. Now we need to have this project move forward and receive funding from the Federal Aviation Administration's (FAA) Airport Improvement Program (AIP). This is exactly the kind of project the AIP is designed to fund.

The success of Austin Straubel International Airport is critically important to the economic health and growth of our community and that is why we support the establishment of an FIS at Green Bay's Austin Straubel.

Sincerely,

A handwritten signature in black ink, reading "Michael J. Walsh". The signature is fluid and cursive, with the first name "Michael" and last name "Walsh" clearly legible.

Michael Walsh, Mayor

cc: Troy Streckenbach, Brown County Executive, P.O. Box 23600, Green Bay, WI 54305

RESOLUTION #12-127

REQUESTING LEGISLATION TO AMEND WIS. STAT. §84.295 TO EXTEND THE
PROVISION OF UTILITY RELOCATION REIMBURSEMENT PAYMENTS TO
FACILITIES OWNED BY THE CENTRAL BROWN COUNTY WATER AUTHORITY

WHEREAS, the communities of Allouez, Bellevue, De Pere, Howard, Lawrence, and Ledgeview have formed a regional entity, known as the Central Brown County Water Authority (CBCWA), to provide water supply to their communities; and

WHEREAS, through the CBCWA, the communities have been able to obtain a lake water source of water to replace the groundwater sources of water that they were previously using but which had deteriorated due to elevated radium levels and dropping water levels; and

WHEREAS, CBCWA delivers water to member communities through a CBCWA owned pipeline, that was built between the years 2005 to 2007, at a cost of over \$100 million; and

WHEREAS, a portion of this pipeline is located in Wisconsin Department of Transportation rights-of-way, in accordance with permissions received from the DOT; and

WHEREAS, at the time permission from the DOT was requested, CBCWA provided location drawings to the DOT, and was not informed of any future DOT plans that would be expected to require future relocation of CBCWA's pipeline; and.

WHEREAS, in July, 2012, DOT informed CBCWA that it planned to reconstruct the intersection of State Trunk Highway 29 and County Trunk Highway FF, and it directed CBCWA to provide a plan for relocating CBCWA's recently installed pipeline; and

WHEREAS, the cost to relocate this portion of the pipeline is anticipated to be over \$1,100,000; and

WHEREAS, water ratepayers in Allouez, Bellevue, De Pere, Howard, Lawrence, and Ledgeview will bear the cost of relocating this pipeline, along with the cost of constructing the original recently installed pipeline, through their water rates; and

WHEREAS, if the pipeline was owned by any of the member communities individually (as opposed to being owned jointly by the CBCWA), Wis. Stat. § 84.295 would authorize the State to pay 90% of the eligible relocation and replacement costs because the state freeway construction was requiring the relocation and replacement of the pipeline; and

WHEREAS, Allouez, Bellevue, De Pere, Howard, Lawrence, and Ledgeview ratepayers should not be placed at a disadvantage, and be required to pay higher water rates, because the pipeline that supplies them with water is owned by a joint governmental entity, as opposed to being owned by an individual town, village, city, or town sanitary district; and

WHEREAS, state law should not provide a disincentive for communities to work cooperatively to provide utility services to residents; and

WHEREAS, the disincentive that currently exists in state law can be eliminated by amending Wis. Stat. §84.295 to authorize the State to provide utility relocation reimbursement payments for facilities owned by a joint local water authority established under Wis. Stat. §66.0823;

NOW THEREFORE, BE IT RESOLVED THAT:

The Common Council of the City of De Pere requests that legislation be introduced, passed and signed, to amend Wis. Stat. §84.295 to authorize the State to provide utility relocation reimbursement payments for facilities owned by a joint local water authority established under Wis. Stat. §66.0823, so that the relocation of CBCWA's pipeline required because of the reconstruction of the intersection of State Trunk Highway 29 and County Trunk Highway FF will be eligible for reimbursement.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of November, 2012.

APPROVED:

Michael J. Walsh, Mayor

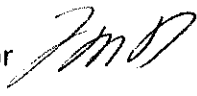
ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

MEMORANDUM

TO: Mayor & Common Council
FROM: Larry Delo, City Administrator 
DATE: November 2, 2012
SUBJECT: General Fund Balance

The City had an general fund balance of \$5,378,845 which includes an unassigned general fund balance of \$4,726,093 as of December 31, 2011. The general fund balance is equivalent to approximately 33.7% of the City's 2012 general fund operating expenditures (\$15,981,641). The unassigned fund balance is equivalent to 29.6% of the City's 2012 general fund operating expenditures. The City's current general fund balance policy recommends the balance be maintained at an amount equivalent to 20% or more of the City's annual general fund operating expenditures.

The City's general fund balance policy was adjusted from 25% to 20% in 2007 to eliminate the need to levy property taxes to maintain the City's 25% balance requirement. The following is a recent history of the City's general fund balance percentage:

2006	28.4%
2007	22.7%
2008	23.2%
2009	25.6%
2010	26.8%
2011	28.8%
2012	33.7%

The recent significant increase in the general fund balance is partially due to the City's recent trend of not utilizing money budgeted for contingency purposes and expenditure reduction measures implemented by staff. The majority of the recent significant increase can be attributed to the City receiving payments and interest penalties from a property that was acquired through a sheriff's sale which in turn required payment of all liens on the property including money owed to the City.

This item is on the agenda per an alderperson's request to discuss the status of the general fund balance and the City's fund balance policy.

ITEM #15. Discussion regarding the status of the De Pere Riverwalk Phase Two construction.

Latest status will be presented at the meeting.

PACKET: 03774 NOV 2012 COUNCIL - 1

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0001	A1 ELEVATOR CORP							
	I-3914	A1 ELEVATOR CORP	R	11/07/2012		144.00CR	066230	
	I-4046	A1 ELEVATOR CORP	R	11/07/2012		151.70CR	066230	
	I-4050	A1 ELEVATOR CORP	R	11/07/2012		1,833.75CR	066230	
	I-4064	A1 ELEVATOR CORP	R	11/07/2012		105.00CR	066230	2,234.45
2412	ACCURATE SUSPENSION WAREHOUSE							
	I-1215454	ACCURATE SUSPENSION WAREHOUSE	R	11/07/2012		347.16CR	066231	
	I-1215871	ACCURATE SUSPENSION WAREHOUSE	R	11/07/2012		235.68CR	066231	582.84
0217	AGRI-PARTNERS COOPERATIVE							
	I-201210301550	AGRI-PARTNERS COOPERATIVE	R	11/07/2012		59.96CR	066232	
	I-201210301551	AGRI-PARTNERS COOPERATIVE	R	11/07/2012		64.89CR	066232	124.85
0302	AIRGAS USA LLC							
	I-9904663929	AIRGAS USA LLC	R	11/07/2012		97.20CR	066233	
	I-9904663930	AIRGAS USA LLC	R	11/07/2012		121.62CR	066233	
	I-9904663931	AIRGAS USA LLC	R	11/07/2012		306.59CR	066233	525.41
1240	ALERT ALL CORPORATION							
	I-212100655	ALERT ALL CORPORATION	R	11/07/2012		980.00CR	066234	980.00
5603	ALLEGRA PRINT & IMAGING INC							
	I-65012	ALLEGRA PRINT & IMAGING INC	R	11/07/2012		15.00CR	066235	15.00
0438	ALLIED EQUIPMENT INC							
	I-122206	ALLIED EQUIPMENT INC	R	11/07/2012		24.83CR	066236	24.83
1530	RICH ANNEN							
	I-201210301552	RICH ANNEN	R	11/07/2012		39.96CR	066237	39.96
0442	BADGER LABORATORIES & ENGINEERING							
	I-INV000050474	BADGER LABORATORIES & ENGINEER	R	11/07/2012		100.00CR	066238	
	I-INV000050933	BADGER LABORATORIES & ENGINEER	R	11/07/2012		20.00CR	066238	120.00
0020	BADGERLAND PRINTING INC							
	I-20555	BADGERLAND PRINTING INC	R	11/07/2012		76.00CR	066239	76.00
0309	BAHCALL RUBBER COMPANY INC							
	I-588397-001	BAHCALL RUBBER COMPANY INC	R	11/07/2012		561.00CR	066240	561.00
0023	BATTERIES PLUS LLC							
	I-501-374877	BATTERIES PLUS LLC	R	11/07/2012		157.62CR	066241	
	I-505-342282	BATTERIES PLUS LLC	R	11/07/2012		56.88CR	066241	214.50

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0027	BAY TOWEL INC							
	I-1521858	BAY TOWEL INC	R	11/07/2012		129.78CR	066242	
	I-1523178	BAY TOWEL INC	R	11/07/2012		35.64CR	066242	
	I-1528211	BAY TOWEL INC	R	11/07/2012		126.00CR	066242	
	I-1532749	BAY TOWEL INC	R	11/07/2012		35.64CR	066242	
	I-1532750	BAY TOWEL INC	R	11/07/2012		52.82CR	066242	
	I-1534634	BAY TOWEL INC	R	11/07/2012		129.78CR	066242	
	I-1535959	BAY TOWEL INC	R	11/07/2012		38.74CR	066242	
	I-1535960	BAY TOWEL INC	R	11/07/2012		54.31CR	066242	
	I-1539135	BAY TOWEL INC	R	11/07/2012		20.00CR	066242	622.71
1456	AL BENZSCHAWEL PLUMBING INC							
	I-17242	AL BENZSCHAWEL PLUMBING INC	R	11/07/2012		322.20CR	066243	322.20
0038	BROADWAY AUTOMOTIVE INC							
	I-626497P	BROADWAY AUTOMOTIVE INC	R	11/07/2012		125.00CR	066244	125.00
0790	BROWN COUNTY CLERK							
	I-201210301553	BROWN COUNTY CLERK	R	11/07/2012		2,369.50CR	066245	2,369.50
0536	CDW GOVERNMENT INC							
	I-R482091	CDW GOVERNMENT INC	R	11/07/2012		308.37CR	066246	308.37
1	CHESTER ELECT SUPPLY CO							
	I-147042	147042	R	11/07/2012		87.00CR	066247	87.00
2708	CLEANING SOLUTION SERVICES INC							
	I-05-7721	CLEANING SOLUTION SERVICES INC	R	11/07/2012		159.82CR	066248	
	I-05-7747	CLEANING SOLUTION SERVICES INC	R	11/07/2012		1,225.00CR	066248	
	I-05-7748	CLEANING SOLUTION SERVICES INC	R	11/07/2012		1,261.85CR	066248	2,646.67
0063	DANEN & JANSSEN INC							
	I-126388	DANEN & JANSSEN INC	R	11/07/2012		210.00CR	066249	210.00
0713	DE GROOT INC							
	I-12-01 (5)	DE GROOT INC	R	11/07/2012		311,130.54CR	066250	311,130.54
1436	DE PERE AREA CHAMBER OF COMMERCE							
	I-10323	DE PERE AREA CHAMBER OF COMMER	R	11/07/2012		75.00CR	066251	75.00
2077	DE PERE EXHAUST							
	I-27946	DE PERE EXHAUST	R	11/07/2012		226.39CR	066252	226.39

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1459	DISNEY EDUCATIONAL PRODUCTIONS							
	I-DET475153	DISNEY EDUCATIONAL PRODUCTIONS	R	11/07/2012		97.46CR	066253	97.46
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1499297	EMERGENCY MEDICAL PRODUCTS INC	R	11/07/2012		131.25CR	066254	
	I-1500730	EMERGENCY MEDICAL PRODUCTS INC	R	11/07/2012		271.10CR	066254	402.35
4915	ENVIROTECH EQUIPMENT CO, LLC							
	I-100212-19A	ENVIROTECH EQUIPMENT CO, LLC	R	11/07/2012		12.14CR	066255	12.14
0091	FASTENAL COMPANY							
	I-WIGRE261654	FASTENAL COMPANY	R	11/07/2012		34.96CR	066256	34.96
0092	FEAKER & SONS CO INC							
	I-12-01B (5)	FEAKER & SONS CO INC	R	11/07/2012		39,992.80CR	066257	
	I-12-04 (3)	FEAKER & SONS CO INC	R	11/07/2012		184,326.92CR	066257	224,319.72
0331	FERGUSON WATERWORKS #1476 INC							
	I-120635	FERGUSON WATERWORKS #1476 INC	R	11/07/2012		1,431.29CR	066258	1,431.29
2627	FESTIVAL FOODS INC							
	I-201210301554	FESTIVAL FOODS INC	R	11/07/2012		33.81CR	066259	33.81
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-11295	FIRE APPARATUS & EQUIPMENT INC	R	11/07/2012		10.68CR	066260	10.68
0835	FOSTER COACH SALES INC							
	I-9149	FOSTER COACH SALES INC	R	11/07/2012		43.16CR	066261	43.16
0105	FOX SPECIALITY COMPANY							
	I-23332	FOX SPECIALITY COMPANY	R	11/07/2012		66.88CR	066262	66.88
0089	FRV INC							
	I-117885	FRV INC	R	11/07/2012		7.30CR	066263	7.30
0562	GALL'S INC							
	I-70219	GALL'S INC	R	11/07/2012		104.47CR	066264	104.47
6084	GANNETT WI MEDIA							
	I-201210301555	GANNETT WI MEDIA	R	11/07/2012		285.69CR	066265	285.69
6399	GEI CONSULTANTS INC							
	I-902346	GEI CONSULTANTS INC	R	11/07/2012		917.50CR	066266	917.50

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2495	GLAXOSMITHKLINE I-30824626	GLAXOSMITHKLINE	R	11/07/2012		2,010.00CR	066267	2,010.00
2544	GLOBAL RECOGNITION INC I-129535 I-129536	GLOBAL RECOGNITION INC GLOBAL RECOGNITION INC	R	11/07/2012		1,282.60CR	066268	1,320.50
0116	GRAINGER INC I-9929879568 I-9929879592	GRAINGER INC GRAINGER INC	R	11/07/2012		3.69CR	066269	88.23
0124	GREEN BAY CITY TREASURER I-81162	GREEN BAY CITY TREASURER	R	11/07/2012		38,658.25CR	066270	38,658.25
2044	GREEN BAY TITLE COMPANY INC I-201210301556	GREEN BAY TITLE COMPANY INC	R	11/07/2012		380.00CR	066271	380.00
5674	HOME TEAM SPORTS & APPAREL INC I-13262	HOME TEAM SPORTS & APPAREL INC	R	11/07/2012		149.20CR	066272	149.20
6589	HSHS EWD I-1122678	HSHS EWD	R	11/07/2012		139.50CR	066273	139.50
1399	INDOFF INC I-2159970 I-2162213 I-2164459 I-2166702 I-2169537 I-2172180	INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC	R	11/07/2012		265.05CR	066274	749.45
6647	INDUSTRIAL PROTECTIVE COATINGS INC I-11108	INDUSTRIAL PROTECTIVE COATINGS	R	11/07/2012		584.00CR	066275	584.00
1338	JAMES E KOCKEN TRUCKING I-352	JAMES E KOCKEN TRUCKING	R	11/07/2012		225.00CR	066276	225.00
1276	JX ENTERPRISES INC C-D-222970040 I-D-222770083 I-D-222770114 I-D-222780029 I-D-222780030 I-D-222790019 I-D-222790046 I-D-222790066 I-D-222840107 I-D-222850050 I-D-222850071 I-D-222900118 I-D-2522840077 I-D222860090	JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC	R	11/07/2012		637.50	066277	1,496.05

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	11/07/2012			066278	**VOID**
0149	KIMCO ENGRAVING INC I-21567	KIMCO ENGRAVING INC	R	11/07/2012		472.88CR	066279	472.88
1348	KLEUSKENS ELECTRIC I-201210301557	KLEUSKENS ELECTRIC	R	11/07/2012		295.02CR	066280	295.02
4617	LANGUAGE LINE SERVICES I-3026859	LANGUAGE LINE SERVICES	R	11/07/2012		3.21CR	066281	3.21
1823	TOWN OF LAWRENCE I-201210301558	TOWN OF LAWRENCE	R	11/07/2012		280.18CR	066282	280.18
0156	LAWSON PRODUCTS INC I-9301155071	LAWSON PRODUCTS INC	R	11/07/2012		400.48CR	066283	400.48
3632	LIBERTY MUTUAL INS CO I-11059599	LIBERTY MUTUAL INS CO	R	11/07/2012		49,517.14CR	066284	49,517.14
0160	LIZER OF WI INC I-38114A6D	LIZER OF WI INC	R	11/07/2012		393.75CR	066285	393.75
2291	MASTER GRAPHICS I-INV77045	MASTER GRAPHICS	R	11/07/2012		600.00CR	066286	600.00
0173	MENARDS INC C-8005 I-7193 I-7529	MENARDS INC MENARDS INC MENARDS INC	R R R	11/07/2012 11/07/2012 11/07/2012		53.09 43.78CR 147.91CR	066287 066287 066287	 138.60
5891	MIDWEST ENGINEERING SERVICES INC I-G250027-IN	MIDWEST ENGINEERING SERVICES I	R	11/07/2012		5,493.72CR	066288	5,493.72
1630	BRIAN MITCHELL I-4375 I-4376	BRIAN MITCHELL BRIAN MITCHELL	R R	11/07/2012 11/07/2012		513.00CR 37.00CR	066289 066289	 550.00
0076	NASSCO INC I-S1624939.001	NASSCO INC	R	11/07/2012		198.81CR	066290	198.81
6638	NATIONAL POWER RODDING CORP. I-12-08 (2) FINAL	NATIONAL POWER RODDING CORP.	R	11/07/2012		53,410.56CR	066291	53,410.56

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3191	NIELSON COMMUNICATIONS INC							
	I-GB 12-15049	NIELSON COMMUNICATIONS INC	R	11/07/2012		14.00CR	066292	14.00
0190	NORTHEAST ASPHALT INC							
	I-12-07 (4)	NORTHEAST ASPHALT INC	R	11/07/2012		105,419.22CR	066293	105,419.22
5433	NORTHEAST WI TECH COLLEGE							
	I-SFT0000067121	NORTHEAST WI TECH COLLEGE	R	11/07/2012		510.04CR	066294	510.04
0191	NORTHEAST WI TECHNICAL COLLEGE							
	I-CS21633	NORTHEAST WI TECHNICAL COLLEGE	R	11/07/2012		395.00CR	066295	395.00
3703	ORIENTAL TRADING CO INC							
	I-653132753-01	ORIENTAL TRADING CO INC	R	11/07/2012		210.99CR	066296	210.99
5344	PABICH, KEN							
	I-201210301559	PABICH, KEN	R	11/07/2012		126.45CR	066297	126.45
0197	PACKER CITY INTERNATIONAL INC							
	C-1-222980101	PACKER CITY INTERNATIONAL INC	R	11/07/2012		12.74	066298	
	I-1-222980078	PACKER CITY INTERNATIONAL INC	R	11/07/2012		551.62CR	066298	
	I-1-222980102	PACKER CITY INTERNATIONAL INC	R	11/07/2012		447.45CR	066298	986.33
6033	PERCS INDEX INC							
	I-30788	PERCS INDEX INC	R	11/07/2012		500.00CR	066299	500.00
5469	PERFORMANCE DIESEL LLC							
	I-31466	PERFORMANCE DIESEL LLC	R	11/07/2012		686.16CR	066300	686.16
3401	PETERS CONCRETE COMPANY INC							
	I-12-01A (3) FINAL	PETERS CONCRETE COMPANY INC	R	11/07/2012		33,364.23CR	066301	33,364.23
0208	POMP'S TIRE SERVICE INC							
	I-90003462	POMP'S TIRE SERVICE INC	R	11/07/2012		1,788.41CR	066302	1,788.41
0395	PRO ONE JANITORIAL INC							
	I-79037	PRO ONE JANITORIAL INC	R	11/07/2012		992.18CR	066303	992.18
4880	PSYCHOLOGICAL CONSULTANTS OF GREEN BAY SC							
	I-201210301560	PSYCHOLOGICAL CONSULTANTS OF G	R	11/07/2012		450.00CR	066304	450.00
4859	RANDALL L. THOMPSON							
	I-201210301567	RANDALL L. THOMPSON	R	11/07/2012		525.00CR	066305	525.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1359	RAY O'HERRON CO INC							
	I-1224150-IN	RAY O'HERRON CO INC	R	11/07/2012		246.47CR	066306	
	I-1225249-IN	RAY O'HERRON CO INC	R	11/07/2012		1,073.70CR	066306	1,320.17
0225	RED D MIX CONCRETE INC							
	I-40908	RED D MIX CONCRETE INC	R	11/07/2012		71.33CR	066307	71.33
6648	RED WING SHOE STORE							
	I-450000005428	RED WING SHOE STORE	R	11/07/2012		208.23CR	066308	208.23
5393	RICOH AMERICAS CORPORATION							
	I-15536767	RICOH AMERICAS CORPORATION	R	11/07/2012		644.42CR	066309	644.42
0158	ROBERT E LEE & ASSOCIATES INC							
	I-65651	ROBERT E LEE & ASSOCIATES INC	R	11/07/2012		442.00CR	066310	442.00
1	ROYAL DISTRIBUTING CO							
	I-4750	4750	R	11/07/2012		42.00CR	066311	42.00
6649	SCHMIDT BOAT LIFTS & DOCKS INC.							
	I-28069	SCHMIDT BOAT LIFTS & DOCKS INC	R	11/07/2012		20,730.00CR	066312	20,730.00
0248	SHOPKO CO LLC							
	C-201210301563	SHOPKO CO LLC	R	11/07/2012		5.99	066313	
	I-201210301561	SHOPKO CO LLC	R	11/07/2012		105.43CR	066313	
	I-201210301562	SHOPKO CO LLC	R	11/07/2012		11.98CR	066313	
	I-201210301564	SHOPKO CO LLC	R	11/07/2012		449.76CR	066313	561.18
0406	SIMPLEXGRINNELL INC							
	I-40500649	SIMPLEXGRINNELL INC	R	11/07/2012		995.10CR	066314	
	I-68236629	SIMPLEXGRINNELL INC	R	11/07/2012		683.00CR	066314	1,678.10
1761	SAM SOMMERS CONCRETE CONST INC							
	I-12-05 (3)	SAM SOMMERS CONCRETE CONST INC	R	11/07/2012		49,530.25CR	066315	49,530.25
0252	SOUTHSIDE TIRE CO INC							
	C-3019624	SOUTHSIDE TIRE CO INC	R	11/07/2012		120.00	066316	
	I-3019500	SOUTHSIDE TIRE CO INC	R	11/07/2012		328.00CR	066316	
	I-3019583	SOUTHSIDE TIRE CO INC	R	11/07/2012		142.00CR	066316	
	I-3019665	SOUTHSIDE TIRE CO INC	R	11/07/2012		265.40CR	066316	
	I-3019672	SOUTHSIDE TIRE CO INC	R	11/07/2012		49.00CR	066316	664.40

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4259	SPRING GREEN I-201210301565	SPRING GREEN	R	11/07/2012		3,022.00CR	066317	3,022.00
0999	STAPLES ADVANTAGE I-3183753991	STAPLES ADVANTAGE	R	11/07/2012		17.59CR	066318	17.59
4094	STATE BAR OF WISCONSIN I-467257	STATE BAR OF WISCONSIN	R	11/07/2012		52.43CR	066319	52.43
0257	STREICHER'S INC I-1964608	STREICHER'S INC	R	11/07/2012		136.98CR	066320	136.98
5128	SUBWAY I-201210301566	SUBWAY	R	11/07/2012		168.00CR	066321	168.00
1	TCS IT SERVICES LLC I-5690	5690	R	11/07/2012		40.00CR	066322	40.00
0262	TEMPERATURE SYSTEMS INC I-2095028-00	TEMPERATURE SYSTEMS INC	R	11/07/2012		122.04CR	066323	122.04
0268	TRUCK EQUIPMENT INC I-6970	TRUCK EQUIPMENT INC	R	11/07/2012		328.79CR	066324	328.79
1911	UNITED PARCEL SERVICE INC I-70A6Y6402	UNITED PARCEL SERVICE INC	R	11/07/2012		15.90CR	066325	15.90
4696	US CELLULAR I-202075789-094	US CELLULAR	R	11/07/2012		115.70CR	066326	115.70
0277	VAN'S FIRE & SAFETY INC I-4040904	VAN'S FIRE & SAFETY INC	R	11/07/2012		165.00CR	066327	165.00
6382	VIDACARE I-56448	VIDACARE	R	11/07/2012		1,488.72CR	066328	1,488.72
3707	VIKING ELECTRIC SUPPLY I-6748875	VIKING ELECTRIC SUPPLY	R	11/07/2012		2,526.78CR	066329	2,526.78
6650	VINEYARD COMMUNITY CHURCH I-201210301568	VINEYARD COMMUNITY CHURCH	R	11/07/2012		1,620.00CR	066330	1,620.00

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	VOGEL, JANE							
	I-201210301569	REFUND	R	11/07/2012		55.00CR	066331	55.00
0280	MICHAEL J WALSH							
	I-201210301570	MICHAEL J WALSH	R	11/07/2012		158.18CR	066332	158.18
6093	WALT'S PETROLEUM SERVICE INC							
	I-54049	WALT'S PETROLEUM SERVICE INC	R	11/07/2012		35.00CR	066333	35.00
0238	WAUSAU EQUIPMENT CO INC							
	I-151129	WAUSAU EQUIPMENT CO INC	R	11/07/2012		295.56CR	066334	295.56
5518	WEIER, BETH							
	I-201210301571	WEIER, BETH	R	11/07/2012		13.05CR	066335	13.05
4528	WELSING & ASSOCIATES							
	I-130380	WELSING & ASSOCIATES	R	11/07/2012		192.00CR	066336	
	I-130397	WELSING & ASSOCIATES	R	11/07/2012		282.28CR	066336	474.28
0282	WESCO DISTRIBUTION INC							
	I-26566	WESCO DISTRIBUTION INC	R	11/07/2012		25.57CR	066337	25.57
5132	WI DEPT OF ADMINISTRATION							
	I-MI 545 30000	WI DEPT OF ADMINISTRATION	R	11/07/2012		175.00CR	066338	175.00
5108	WI DEPT OF COMMERCE							
	I-298928	WI DEPT OF COMMERCE	R	11/07/2012		50.00CR	066339	50.00
2645	WI DEPT OF JUSTICE CRIME INFO BUREA							
	I-T13927	WI DEPT OF JUSTICE CRIME INFO	R	11/07/2012		300.00CR	066340	
	I-T13928	WI DEPT OF JUSTICE CRIME INFO	R	11/07/2012		822.00CR	066340	1,122.00
4675	WI IAAI							
	I-201210311572	WI IAAI	R	11/07/2012		25.00CR	066341	25.00
1181	WI PARK AND RECREATION ASSOC							
	I-22645	WI PARK AND RECREATION ASSOC	R	11/07/2012		300.00CR	066342	
	I-22646	WI PARK AND RECREATION ASSOC	R	11/07/2012		300.00CR	066342	600.00
6087	WISCOMM LLC - WISCOMM.COR							
	I-1052	WISCOMM LLC - WISCOMM.COR	R	11/07/2012		1,326.00CR	066343	1,326.00

10/31/2012 10:07 AM

A / P CHECK REGISTER

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VENDOR SET: 01

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2593	WSFCA							
	I-201210311573	WSFCA	R	11/07/2012		75.00CR	066344	75.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	114	0.00	945,053.82	945,053.82
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	115	0.00	945,053.82	945,053.82

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 03774 NOV 2012 COUNCIL - 1

VENDOR SET: 01

BANK ; AP ASSOCIATED

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

FUND	PERIOD	AMOUNT
100	11/2012	152,656.68CR
201	11/2012	300.54CR
260	11/2012	2,526.78CR
405	11/2012	782,668.24CR
460	11/2012	1,297.50CR
601	11/2012	1,969.06CR
650	11/2012	3,635.02CR
=====		
ALL		945,053.82CR

CITY OF DE PERE - NOVEMBER 7, 2012

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License for the 2012-2014 Licensing Period					
1	ARENDT, AMANDA L.	1026 S. ERIE ST., #1	DE PERE	WI	54115
2	JACKSON, ALEXANNEDRA E.	1193 S. ERIE ST.	DE PERE	WI	54115
3	LANE, TRAVIS S.	4226 WHISPER LN.	DE PERE	WI	54115
4	VIGO, AMANDA L.	1129 MORRIS AVE.	ASHWAUBENON	WI	54304
Operator Licenses for the 2012-2014 Licensing Period					
1	BOURSAW, NATASHA M.	1516 KENNY DR., #21	CRIVITZ	WI	54114
2	DAHLKE, JENNA L.	2216 NICOLET DR., #5	GREEN BAY	WI	54311
3	DERCKS, STACY L.	600 1/2 GEORGE ST.	DE PERE	WI	54115
4	FRAZIER, JANE R.	N8877 WELLERS LN.	LUXEMBURG	WI	54217
5	GRACER, NICHOLLE L.	1211 S. 6TH ST.	DE PERE	WI	54115
6	KAWULA, PHILLIP D.	824 DERBY LN.	GREEN BAY	WI	54301
7	KELLY, CHRISTINE A.	528 N. MICHIGAN ST.	DE PERE	WI	54115
8	KUBALE, TRISHA A.	1040 MORaine WAY, #1	GREEN BAY	WI	54303
9	LAYDEN, MATT J.	814 S. ROOSEVELT ST.	GREEN BAY	WI	54301
10	MULHERN, SCOTT P.	665A FOXVIEW AVE.	DE PERE	WI	54115
11	O'CONNOR, KATHLEEN K.	1540 UNIVERSITY	GREEN BAY	WI	54302
12	STRAHM, KAYLA R.	2012 MEMORIAL DR., APT. 204	GREEN BAY	WI	54303
13	TRIST, CORI A.	413 1/2 MAIN AVE.	DE PERE	WI	54115
14	WILSON, JESSICA F.	1212 S. CHESTNUT AVE., UPPER	GREEN BAY	WI	54304
15	WOLFGRAM, SANDRA K.	1098 BLUE RIDGE DR.	GREEN BAY	WI	54304
16	WOLFORD, ASHLEY N.	100 GRANT ST., SUITE 2366	DE PERE	WI	54115