



Common Council

335 South Broadway

Regular Meeting

De Pere, WI 54115
<http://www.de-pere.org>

Revised Agenda

Tuesday, November 3, 2015

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **November 3, 2015** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

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

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the Common Council and Redevelopment Authority Special Meeting.
4. Approval of the Minutes of the October 20, 2015 Common Council Meeting.
5. Public comment upon matters not on the agenda or other announcements.
6. Recommendation from the Finance/Personal Committee to approve addition to wage scale to accommodate WIAA Certified Basketball officials at a rate of \$22 per game.
7. Recommendation of the Finance & Personnel Committee to appropriate \$2,500 from unassigned reserves to 100-52200-122 for 2015 Part-Time Training & Safety Officer salary.
8. Ordinance #15-27, Creating §106-4(c) De Pere Municipal Code Relating to Mobile Food Establishments (request of Alderperson Raasch) (referred back to staff at October 20, 2015 Common Council meeting).
9. Ordinance #15-30, Amending §54-8 De Pere Municipal Code Regarding Razing Permit Waiting Period.
10. Introduction of Resolution #15-122, Regarding the Vacation of a Portion of Public Thoroughfare (George Street Right-of-Way Adjacent to ED-844) (refer to public hearing).
11. Resolution #15-123, Authorizing Agreement Regarding the Sale and Purchase of Certain Property Between the City of De Pere and JDL3 Properties, LLC.
12. Resolution 15-124, Authorizing Submission of Wisconsin Economic Development Corporation Community Development Investment Grant Application.
13. Appointment to Brown County Plan Commission by Mayor Walsh.
14. Voucher Approval.
15. Operator License Applications.
16. Future Agenda Items.

17. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:

Alderspersons
Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Jason Tadych, Broadway Investment Partners, LLC
Aymee Balison
Belle Holdings LLC
Constine Real Estate Venture LLC
De Pere Law Building LLC
Gerald & Elizabeth Kryshak
Get Reel Entertainment LLC
Gillespie Properties LLC
Great Dane LLC
Harry Macco
HZ Properties LLC
J & J Enterprises of De Pere LLP
JDA Enterprises of Wisconsin LLC
Kevin J & Wendy M Kryshak
Kordes LLC
Lefebvre Investment Co LLC
Marc Bilotti
Marc P & Paula K Brummel
Journey Community Church Inc
Our Heritage Family LTD Partnership
SAKS Holdings LLC
Seroogy Brothers LLP
Starry Development LLC
The Hillcrest Ptnshp #1 LLP
The Lee Building Corp
Thomas Zoeller
TL Brooks Holdings LLC
Wade Conard
Dave Dewick

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

MEETING DATE: November 3, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the Common Council and
Redevelopment Authority Special Meeting.

ATTACHMENTS:

- 10-20-15 Common Council RDA Minutes Special Meeting (DOC)



Common Council and Redevelopment Authority 335 South Broadway

Special Untelevised

De Pere, WI 54115
<http://www.de-pere.org>

Draft Minutes

Tuesday, October 20, 2015

6:45 PM

De Pere City Hall Council Chambers

1. Call to Order: The meeting was called to order at 6:45 PM by Mayor Walsh.

Attendee Name	Title	Status
James Boyd	Aldersperson	Present
Kevin Bauer	Aldersperson	Present
Scott Crevier	Aldersperson	Present
Michael Donovan	Aldersperson	Present
Jim Kneiszel	Aldersperson	Present
Larry Lueck	Aldersperson	Present
Dean Raasch	Aldersperson	Present
Lisa Rafferty	Aldersperson	Present
Michael J. Walsh	Mayor	Present
Jerry Henrigillis	Board Member	Excused
Bill Komsi	Board Member	Present
John Nusbaum	Board Member	Present
Ted Penn	Board Member	Excused
Tina Quigley	Board Member	Excused
Joe Van Deurzen	Board Member	Present
Julie Van Straten	Board Member	Present

2. Discuss concept proposal for development on Parcel ED-812 (vacant site at Southwest corner of Claude Allouez Bridge round-about).

Aldersperson Rafferty moved, seconded by Aldersperson Raasch to close the meeting at 6:47 p.m. Upon roll call vote, motion carried unanimously.

Aldersperson Donovan moved, seconded by Aldersperson Crevier to open the meeting at 7:39 p.m. Upon roll call vote, motion carried unanimously.

3. Adjournment.

Board Member Van Deurzen moved, seconded by Board Member Nusbaum to adjourn the meeting at 7:40 p.m. Upon vote, motion carried unanimously.

Aldersperson Boyd moved, seconded by Aldersperson Lueck to adjourn the meeting at 7:40 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Defnet, Clerk - Treasurer

Attachment: 10-20-15 Common Council RDA Minutes Special Meeting (4103 : Approval of the Minutes of the Common Council and

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

MEETING DATE: November 3, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the October 20, 2015 Common Council Meeting.

ATTACHMENTS:

- 10-20-2015 Common Council Minutes (DOC)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, October 20, 2015

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on October 20, 2015 at 7:46 p.m., De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the October 6, 2015 Common Council Meeting.

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

4. Public comment upon matters not on the agenda or other announcements. None.
5. Recommendation from the License Committee on an Application for a "Class A" Liquor (cider only) License for De Pere Mobil submitted by De Pere Service Inc., Agent: Keith Joseph Brunette, 808 Bayland Ct., Green Bay, WI 54304.

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

6. Recommendation from the Finance & Personnel Committee to accept donation of a Lucas Device to the Fire Department.

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

7. Recommendation from the Finance/Personnel Committee to approve: A. 2016 Health and Dental Insurance Renewal Rates, and B. 2016 Health and Dental Insurance Plan Design Changes

Aldersperson Rafferty moved, seconded by Aldersperson Lueck to approve both 7a and 7b.

Attachment: 10-20-2015 Common Council Minutes (4098 : Approval of the Minutes of the October 20, 2015 Common Council Meeting.)

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

8. Recommendation from the Board of Park Commissioners to approve request from Dog Park Committee to fund improvements to Dog Park.

Alderperson Rafferty asked what the fund balance is for the dog park; Parks Director Marty Kosobucki stated the fund balance is \$15,090. The dog park committee has committed to contribute up to \$3000. He also stated that the dog park committee would like to put up a 16x20 shelter, depending on the quotes on what different building materials will cost. If the estimates come in high the shelter will be a smaller size.

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

9. Recommendation from the Board of Public Works to Award Contract for Project 15-18 Railroad Spur Maintenance to Railworks Track Systems, Inc. in the Amount of \$29,950.00

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

10. Ordinance #15-27, Creating §106-4(c) De Pere Municipal Code Relating to Mobile Food Establishments (request of Alderperson Raasch).

Mayor Walsh asked that this item be referred back to staff to obtain more feedback from local businesses and Definitely De Pere.

RESULT:	REFERRED BACK TO STAFF [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

11. Ordinance #15-28, Amending §10-5 De Pere Municipal Code Regarding Selection of City Officers.

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

12. Ordinance #15-29, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.

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

13. Resolution #15-120, Authorizing Memorandum of Understanding Between Brown County, the City of De Pere and the Village of Ashwaubenon (Mobile Field Force Unit).

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

14. Resolution #15-114, Authorizing Agreement with Schenck, S.C. (Sewer Utility Rate Study).

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

15. Resolution #15-115, Authorizing Agreement for Consulting Services Between the City of De Pere and Cedar Corporation (West Business Park Design).

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

16. Resolution #15-116, Authorizing Agreement for Professional Services Between the City of De Pere and Elmstar Electric Corporation (Traffic Signal Inventory and Condition Assessment).

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

17. Resolution #15-117, Authorizing Agreement Between the City of De Pere and Saint Norbert College, Inc. Regarding Testing Collaboration.

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

RESULT: ADOPTED [7 TO 0]
MOVER: Kevin Bauer, Alderperson
SECONDER: Larry Lueck, Alderperson
AYES: Bauer, Boyd, Donovan, Kneiszel, Lueck, Raasch, Rafferty
ABSTAIN: Scott Crevier

18. Resolution #15-118, Authorizing Master Commercial Electrical Inspector Agreement with Robert B. Gerbers.

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

19. Resolution #15-119, Amending City Employee Policy Manual Regarding Compensation Policy.

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

20. Resolution #15-121, Authorizing Agreement for Consulting Services Between the City of De Pere and Springsted, Inc. (Tax Increment Financing District #10 Amendment).

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

21. Voucher Approval.

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

22. Operator Licenses.

CITY OF DE PERE - October 20, 2015					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	MAUS, LAURA A.	432 LANDE ST.	DE PERE	WI	54115
2	SCHNESE, RYAN S.	2744 VAN BEEK RD.	GREEN BAY	WI	54311
3	WILHITE, ERIC R.	126 ACREVIEW DR.	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	DECUR, SHAWN L.	2247 ALLOUEZ AVE.	GREEN BAY	WI	54311
2	FAULKS, ZACHARIAH J.	1983 SWAN RD., APT. 811	DE PERE	WI	54115
3	KNAPP, KATIE M.	1581 CYPRESS RD., #3	DE PERE	WI	54115
4	KOHLWEY, ZACK A.	621 SHADY RIDGE CT.	GRAFTON	WI	53024
5	LAUBUGE, MORGAN J.	1395 GRIGNON ST.	GREEN BAY	WI	54301
6	RICKE, ASHLEY N.	218 S. BUCHANAN ST.	GREEN BAY	WI	54303
7	SHOOKMAN, KAREN J.	1271 BLUE RIDGE DR.	GREEN BAY	WI	54304
8	TEWS, ELIZABETH A.	100 GRANT ST.	DE PERE	WI	54115
9	VOBORA, REBECCA L.	701 1/2 DODGE ST.	KAUKAUNA	WI	54130
10	WALENTOWSKI II, PHILLIP A.	24 WENDY WAY	MENASHA	WI	54952
11	WOOD, SAMANTHA J.	1581 CYPRESS RD.	DE PERE	WI	54115

Alderperson Bauer moved, seconded by Alderperson Raasch to approve Previously Tabled Operator License Application #1, to deny Previously Tabled Operator License Application #2, and to table Previously Tabled Operator License Application #3. Upon vote, motion carried unanimously.

Alderperson Bauer moved, seconded by Alderperson Boyd to approve Operator License Applications #1-9 and 11 and to table Operator License Application #10. Upon vote, motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

23. Future Agenda Items.

Aldersperson Bauer requested to have the noise ordinances for the City reviewed; he believes there are three different ordinances that cover excessive noise and that they don't seem to be consistent. City Staff will review the ordinances.

24. Adjournment. Aldersperson Bauer moved, seconded by Aldersperson Crevier to adjourn the meeting at 8:07 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Defnet, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 3, 2015

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Finance/Personal Committee to approve addition to wage scale to accommodate WIAA Certified Basketball officials at a rate of \$22 per game.

ATTACHMENTS:

- Wage Scale #1 (DOC)



Memorandum

To: Finance/Personnel Committee

From: Marty Kosobucki, Director of Parks, Recreation and Forestry
Shannon Metzler, Human Resource Director

Re: Wage scale to accommodate WIAA Certified Basketball Officials

Date: October 8, 2015

Staff is seeking approval to add a Non-Classified wage rate of \$22.00 per game for WIAA certified basketball officials. Currently we are facing an extreme shortage of officials and have found through our research that WIAA certified officials are being paid \$22-\$40 per game. At \$22.00 per game we will be able to cost recover all league expenses. With this new wage rate we are hoping to attract a different market of officials in order to fully staff our adult basketball league program. Currently our wage rate for adult basketball officials is \$18.75 per game and there is no certification requirement.

Due to the timing of the league and hiring of officials the item has not gone to the Park Board for approval, however will be on their agenda for October 15.

Attachment: Wage Scale #1 (4088 : Recommendation from the Finance/Personal Committee to)

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: November 3, 2015

DEPARTMENT: Fire Department

FROM: Dennis Rubin

SUBJECT: Recommendation of the Finance & Personnel Committee to appropriate \$2,500 from unassigned reserves to 100-52200-122 for 2015 Part-Time Training & Safety Officer salary.

ATTACHMENTS:

- REQUEST FOR PT TRAINING & SAFETY OFFICER (PDF)

Memo



To: Honorable Mayor Michael Walsh
Members of the Finance & Personnel Committee

From: Dennis L. Rubin, Fire Chief *DL Rubin*

Date: October 7, 2015

Re: Request for a Part-Time Training & Safety Officer Position

The Fire Department would like to request the support and approval of the Finance & Personnel Committee to hire a part-time, Fire Training & Safety Officer for the Fire Rescue Department. After careful consideration and with much discussion, the Fire Department believes that the implementation of a part-time position to handle these two mission critical responsibilities is urgent and necessary at this time.

About fifteen (15) years ago, the full-time training chief's position was abolished during financially stressful times for our City. Since the termination of the Chief Training Officer's position, the department has fallen behind in fire, rescue and hazardous materials training requirements. There is no overall training plan or even an enterprise vision at this point in time without having a staff training officer focusing on this requirement.

Further, there are several major safety concerns (i.e. compliance analysis review and an implementation plan for NFPA Standard 1500 – Fire Fighter Safety & Survival Guidelines) that have not been addressed by the Department. It is our belief that we can reconstitute this responsibility as a part-time position at a fraction of the cost of a full-time position. Several Wisconsin fire departments have chosen the part-time path for senior staff positions to save taxpayer dollars, thereby being as efficient as possible. Further, the department can be reasonably efficient in completing the required work to keep our agency operating properly, while preventing harm to our members.

The request is for a Fire Training & Safety Officer to be hired for four (4) - ten (10) hour days per month (480 hours per year). The work assignments will include conducting both day time and night time training evolutions and classes for all of our members. Next, this position will be tasked with ensuring compliance with various required fire fighter health & safety regulations. Finally, I will be asking our part-time Training & Safety Officer to complete and maintain all of De Pere Fire Rescue training and certification records. Proper training

documentation is a requirement for a variety of reasons. The current status of this data collection process can be described as sketchy at best. As the Committee and City Council can see, there is a wide range of duties and responsibilities that are not being properly handled at this time.

The projected cost for this position would be \$10,000 per year, plus any associated emergency duty crew responses that might occur, requesting this officer to return to work for an actual emergency. To arrive at this pre-determined cost, the Training Officer will be paid \$15 per hour (which is the current Paid On Call Employee pay rate) for 40 hours per month. Also, the current Paid On Call staff receives a \$50 per month base payment to maintain certifications, personal fitness and availability to respond when requested by the Department. Four thousand dollars has been identified for emergency response work (as the Safety Officer) required of the incumbent.

Based on the above mentioned new position cost analysis, we are respectfully requesting that \$2,500 be added to the *2015 Approved Budget* from the Unassigned Reserve Fund Balance and credited the line item described as "Hourly Wages POCFF #100-5200-129". The amount of \$10,000 will be added and requested for the ensuing years moving forward. By comparison, a full-time employee would cost approximately \$130,000 per year for salary, benefits and all associated equipment. Like any other salary item, a personnel cost reoccurs from year to year and escalates based on salary increases and other benefits that might be added. To hire this position under these conditions is a very good investment and value to the citizens of the City of De Pere.

This small addition to the Fire Department's salary expenditures will go a very long way in closing the training, preparation and employee safety gap that has been created by the removal of the Chief Training Officer's position. To ensure a high value to the City, if we are allowed to add this new designed position, the training void for De Pere's Paid On Call Fire Fighter training program will be resolved as well. Finally, some of the mandated fire fighter safety issues can be addressed by this newly selected part-time position.

Thank you for your consideration. If I can answer any questions, please just ask. This request is respectfully submitted for your consideration.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 3, 2015

DEPARTMENT: Common Council

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #15-27, Creating §106-4(c) De Pere Municipal Code Relating to Mobile Food Establishments (request of Alderperson Raasch) (referred back to staff at October 20, 2015 Common Council meeting).

ATTACHMENTS:

- Ord15-27 (DOCX)
- Exhibit A - Food Truck Ordinance (PDF)
- Mayor & CC-food trucks 10-27-15-148-005-15 (DOCX)
- Food Trucks Redlined (DOCX)
- Food Truck Memo - Council (DOCX)
- Food Truck Memo (PDF)

ORDINANCE #15-27

CREATING §106-4(c) DE PERE MUNICIPAL CODE
RELATING TO MOBILE FOOD ESTABLISHMENTS

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

SECTION 1: §106-4(c) De Pere Municipal Code, is hereby created as follows:

(1) DEFINITIONS

- (a) “Mobile Food Establishment” means a restaurant or retail food establishment where food is served or sold from a movable vehicle, trailer or cart which periodically or continuously changes location and requires a service base to accommodate the unit for servicing, cleaning, inspection and maintenance or except as specified in the Wisconsin Food Code.
- (b) “Mobile” shall mean the state of being in active, but not necessarily continuous movement.
- (c) “Mobile Food Vendor” means the registered owner of a mobile food establishment or the owner’s agent or employee, or any business which sells edible goods from a mobile food establishment within the City of De Pere.
- (d) “Edible Goods” shall include but are not limited to:
 - 1. Prepackaged and Prepared food including, but not limited to ice cream, hot dogs, deserts, and pizza.
 - 2. On-site prepared food including, but not limited to shaved ice, sandwiches, and tacos.
- (e) “Ice Cream Truck or Van” means a commercial vehicle that serves as a mobile retail outlet for ice cream, popsicles, frozen yogurt and/or other similar frozen treats usually during the summer months, where the vehicle remains stationary only as long as necessary to complete a sales transaction and in no case longer than ten (10) minutes provided that the vehicle does not obstruct a normal traffic lane and is not operated in a manner which obstructs the normal flow of traffic.
- (f) “Sell” shall mean the act of exchanging a good for profit or in return for a donation.
- (g) “Service Base” means an establishment operated under license or permit of an appropriate regulatory authority where food is manufactured, stored, prepared, portioned or packaged, or any combination of these, where such food is intended for consumption at another establishment or place, and where such units are serviced,

cleaned, supplied, maintained, and where the equipment, utensils and facilities are serviced, cleaned and sanitized.

- (h) "Vehicle" shall mean any motor vehicle as defined by Wis. Stats. §340.01(35) or trailer as defined by Wis. Stats. §340.01(71). Vehicle shall also include any bicycle or other self-propelled device.
- (i) "Vend" shall mean to sell or to transfer the ownership of an article to another for a price in money.

(2) LICENSE REQUIRED

- (a) No mobile food vendor and/or mobile food establishment shall vend, sell or dispose of or offer to vend, sell or dispose of goods, wares or merchandise, produce or any other thing at any place whatsoever in the City of De Pere, without having obtained an approved license from the City Clerk-Treasurer.
- (b) All mobile food establishments used for vending food shall be licensed for such use by the City of De Pere Health Department and all other applicable health agencies (hereinafter referred to as City Health Department). Mobile food establishments shall acquire the appropriate licenses and permits for any additional food items not required under this subchapter if deemed necessary by the City Health Department.
- (c) LICENSE. Every mobile food vendor shall have a license issued by the City Clerk-Treasurer to conduct business in the City of De Pere. Each mobile food establishment shall be licensed separately. A mobile food establishment license shall expire on June 30 each year.
- (d) LICENSE FEE. The license to operate a mobile food establishment shall be \$500. If an applicant requests a license under this subchapter from an existing City of De Pere based business that sells food based products, the license fee shall be \$300.
- (e) LICENSE RENEWAL. Upon renewal of license, each applicant must provide a new application, a renewal fee of \$500, and any new permitting documentation upon the license renewal. License renewal from an existing City of De Pere based businesses shall be \$300. If the applicant fails to submit the application and renewal fee within thirty (30) calendar days after the expiration of the license, the applicant shall reapply as a new applicant.
- (f) TRANSFER OF LICENSE. A license issued under this subchapter shall be not transferable from person to person. A license is valid for one vehicle only and shall not be transferrable between vehicles.
- (g) SURRENDER OF LICENSE; ALTERATION OF LICENSE; FAILURE TO DISPLAY LICENSE. On the expiration of a license issued under this subchapter, the license holder shall surrender the license to the City Clerk-Treasurer. No person shall

alter or change in any manner any license issued under the provisions of this subchapter, and such alteration or the failure of the holder of the license to display the license in a conspicuous place on the mobile unit or his or her person or to exhibit the license upon demand of any officer or customer or prospective vendee shall be cause for revocation of such license.

(3) LICENSE APPLICATION PROCESS.

(a) APPLICATION. Any person desiring to operate a mobile food establishment shall apply for a license on a form provided by the City Clerk-Treasurer and pay the proper license fee for each mobile food establishment managed by the person. The application shall be forwarded to the police department for review. If the police department approves the application and all other requirements of §106-2 are met, the Clerk-Treasurer shall issue the license to the applicant.

(b) APPLICATION DENIAL. An applicant of a mobile food establishment may be denied where:

1. The circumstances of a pending criminal charge against the applicant substantially relate to the licensed activity.
2. The applicant has been convicted of any felony, misdemeanor or other offense, the circumstances of which substantially relate to the circumstances of the particular job or licensed activity.
3. The applicant made a false statement on the application.
4. The applicant is under eighteen (18) years old.
5. Any other reason provided under §106-2 of this Chapter.

(c) APPEAL. If the license is denied, the applicant may appeal as provided in §106-2(g).

(4) LICENSE SUSPENSION OR REVOCATION. A license issued under this paragraph may be suspended or revoked as provided in §106-2(l).

(5) INSURANCE

(a) LIABILITY INSURANCE. The license holder under this subchapter shall have in force liability insurance for each mobile food establishment.

(b) PROOF OF INSURANCE. As evidence of liability insurance, the licensee shall furnish a Certificate of Insurance, on a form acceptable to the City, evidencing the existence of adequate liability insurance naming the City of De Pere, its employees and agents as additionally insured in an amount not less than one million dollars (\$1,000,000). Whenever such policy is cancelled, not renewed, or materially changed, the insurer and the licensee shall notify the City of De Pere by 1st class mail.

(6) SANITATION REQUIREMENTS

- (a) Mobile food establishments shall comply with all regulations of the Wisconsin Food Code and the City Health Department including, but not limited to the time, temperature, plumbing, operation and maintenance for mobile food establishments.
- (b) Mobile food establishments shall comply with all regulations of the Wisconsin Food Code and City Health Department regarding preparation facilities, serving areas and operation areas.
- (c) The licensees of the mobile food establishment or employee(s) thereof shall abide by the request of the City Health Department for annual inspections of the establishment at a location designated by the health department.
- (d) Authorities of the City Health Department may require that mobile food establishments found to violate sanitation and health requirements to have follow-up inspections to verify compliance.
- (e) Service Base.
 - 1. All mobile food establishments shall have a mobile service base to store and prepare food and all supplies. No food items are allowed to be stored or prepared in a private residence or garage unless approved by the City Health Department.
 - 2. Mobile food establishments shall be inspected prior to preparing or cooking any food on site.
 - 3. All mobile food units shall be cleaned and serviced as often as necessary from the service base.
 - 4. The service base shall be inspected and approved by the City Health Department prior to operating the mobile food establishment.
 - 5. All mobile food establishments shall return to its service base at least once every twenty-four (24) hours for service and maintenance.

(7) CONDUCT OF BUSINESS**(a) REGULATIONS GENERALLY**

The following regulations shall apply to mobile food establishments during the regular order of business:

- 1. A licensee shall not falsely or fraudulently misrepresent the quantity, character or quality of any article offered for sale or offer for sale any unwholesome or tainted edible goods, nor intentionally misrepresent to any prospective customer the

purpose of his or her solicitation, the name of the business of his or her principal, if any, the source of supply of the goods, ware or merchandise which he or she sells or offers for sale or the disposition of the proceeds of his or her sales.

2. A licensee shall not use the license provided by the City after expiration or revocation of the license.
3. A licensee shall keep the premises in a clean and sanitary condition and the edible goods offered for sale well covered and protected from dirt, dust and insects. All food vendors shall comply with requirements of state and local authorities.
4. A licensee may vend, sell or dispose of, or offer to sell, vend, or dispose of goods, wares, or merchandise in the City of De Pere between the hours of 6:00 a.m. and 9:00 p.m. All sales within the portion of the Main Street District of De Pere, as defined and displayed in Exhibit A under this subchapter, shall be allowed between the hours of 6:00 a.m. and 3:00 a.m.
5. No mobile food establishment shall conduct business at a stationary location for a duration exceeding four (4) hours per location per day.
6. All persons conducting business on a sidewalk or terrace must maintain within twenty-five (25) feet of their sales location, a clean, sanitary and hazard-free condition, and shall not discharge any material onto the street, sidewalk, gutters or storm drain. Each person conducting business on a sidewalk or terrace under the provisions of this chapter shall carry a minimum thirty (30) gallon container for placement of such litter by customers or other persons.
7. A vehicle or other on-street unit which is operated for the purpose of selling food from the unit shall be operated only by a person who has obtained a license or by the employee of the person who obtained a license under this subchapter.
8. No person may sell or vend any item upon any premise(s) if there is placed signage prohibiting the activity.
9. All business activity relating to the mobile food establishments in the public right-of-way shall be conducted from the curbside of the vehicle at all times. No sales shall be made from a vehicle except from the curbside of said vehicle, unless otherwise authorized by the owner of private property.
10. No food service shall be prepared, sold, or displayed outside of the mobile food establishment.
11. No person shall provide or allow any dining area to the mobile food establishment, including but not limited to tables and chairs, booths, stools, benches or stand up counters.

12. Signage may only be permitted when placed on the mobile food establishment. No separate free-standing signs are permitted.
13. Any special or civic event organizer desiring to hold five (5) or more mobile food establishments on the property where the event will be held shall notify the City Health Department at least ten (10) business days prior to the event.

(b) VEHICLE REGULATIONS

1. Any vehicle or other on-street units used for vending food in any public street must be designed and constructed specifically for the purpose of vending the product or products to be vended.
2. Amplified music or other sounds from any vehicle or unit used for the purpose of vending products in the public streets shall comply with Chapter 146 of this Code.
3. All mobile food establishments shall be entirely self-contained in regards to gas, water, electricity, and equipment(s) required for operation of the unit.
4. All mobile food vehicles must have valid license plates and registration as provided by Chapter 341 of the Wisconsin Statutes.
5. No vehicle or unit may violate any traffic or parking statute or ordinance when stopping to make sales.
6. No flashing or blinking lights, or strobe lights are allowed on a mobile food establishment or related signage when the establishment is parked and engaged in serving customers. All lighting is subject to review by the City Engineer and shall be removed if deemed to be in conflict with safe travel.
7. All mobile food establishments shall comply with all Federal, State, and local regulations regarding vehicle size requirements.

(c) ZONING RESTRICTIONS.

1. The vendor of the mobile food establishment shall not operate in a congested area where such operation impedes or inconveniences public use. No vendor shall engage in the licensed business on any public park, playground, school, library or other public premises.
2. No mobile food establishment or pedestrian desiring to conduct business at the mobile food establishment shall obstruct an adjacent path or lane of travel. A path or lane of travel includes, but is not limited to sidewalks, motor vehicle lanes, bicycle lanes and other designated parking areas.

3. No more than two (2) mobile food establishments shall be allowed to conduct business on private property except as provided in paragraph (7)(a)13 or paragraph (7)(d)2 of this ordinance.
4. No mobile food vendor shall be located on any private property without written permission from the property owner. A copy of the written permission shall be kept in the mobile food unit at all times. The mobile food vendor shall comply if asked to leave the private property by the property owner or a city official.
5. No mobile food establishment shall conduct business within five hundred (500) feet of any fair, festival, special event or civic event that is permitted by the City of De Pere unless the licensee has obtained written permission from the event sponsor.
6. A mobile food establishment shall be located on a paved surface at all times unless it is part of a City sanctioned special event.
7. No person may conduct business on a sidewalk or curbside in any of the following places:
 - a. Within twenty (20) feet of the intersection of the sidewalk with any other sidewalk.
 - b. Within ten (10) feet of the extension of any building entrance or doorway to the curb line.
 - c. Within one hundred-fifty (150) feet of a public entrance of any business which is a licensed or permitted restaurant by the City Health Department, during the hours the particular business is open for sale, unless written permission is granted by the business.
 - d. Within one hundred-fifty (150) feet of a City park where food concessions are sold, during the hours that concessions are being sold, unless written permission is granted by the Parks Department.
8. A mobile food establishment may be permitted in all zoning districts except within any residential zoning district, unless authorized by a conditional use permit issued under Chapter 13 of this Code. The subsection shall not apply to ice-cream trucks or vans.

(d) EXEMPTIONS.

1. Upon application and approval from the Board of Public Works, the licensee may periodically and infrequently extend the hours of service of the mobile food establishment outside the designated zone displayed in Exhibit A from 6:00 a.m.

to 3:00 a.m. for business purposes only. This exemption shall not be applicable in any residential zoning district.

2. Upon application and approval from the Board of Public Works, the owner of private property may allow more than two (2) mobile food establishments to conduct business on said property during the normal hours of operation.
3. For events holding a special event permit, a mobile food establishment may conduct business on publicly owned property as allowed by the event permit holder.

(8) PENALTIES. A licensee or vendor who violates any provision of this subchapter or any regulation, rule, or order made hereunder shall be subject to a forfeiture of not less than \$1 nor more than \$1,000 for each offense.

SECTION 2: §114-4(a)(7) is hereby created to read:

- (7) Mobile Food Vendors/retail establishments holding a properly issued license under §106-4(c) of this Code.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of November, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Vicki L. Scray, Deputy Clerk

Ayes: _____

Nays: _____

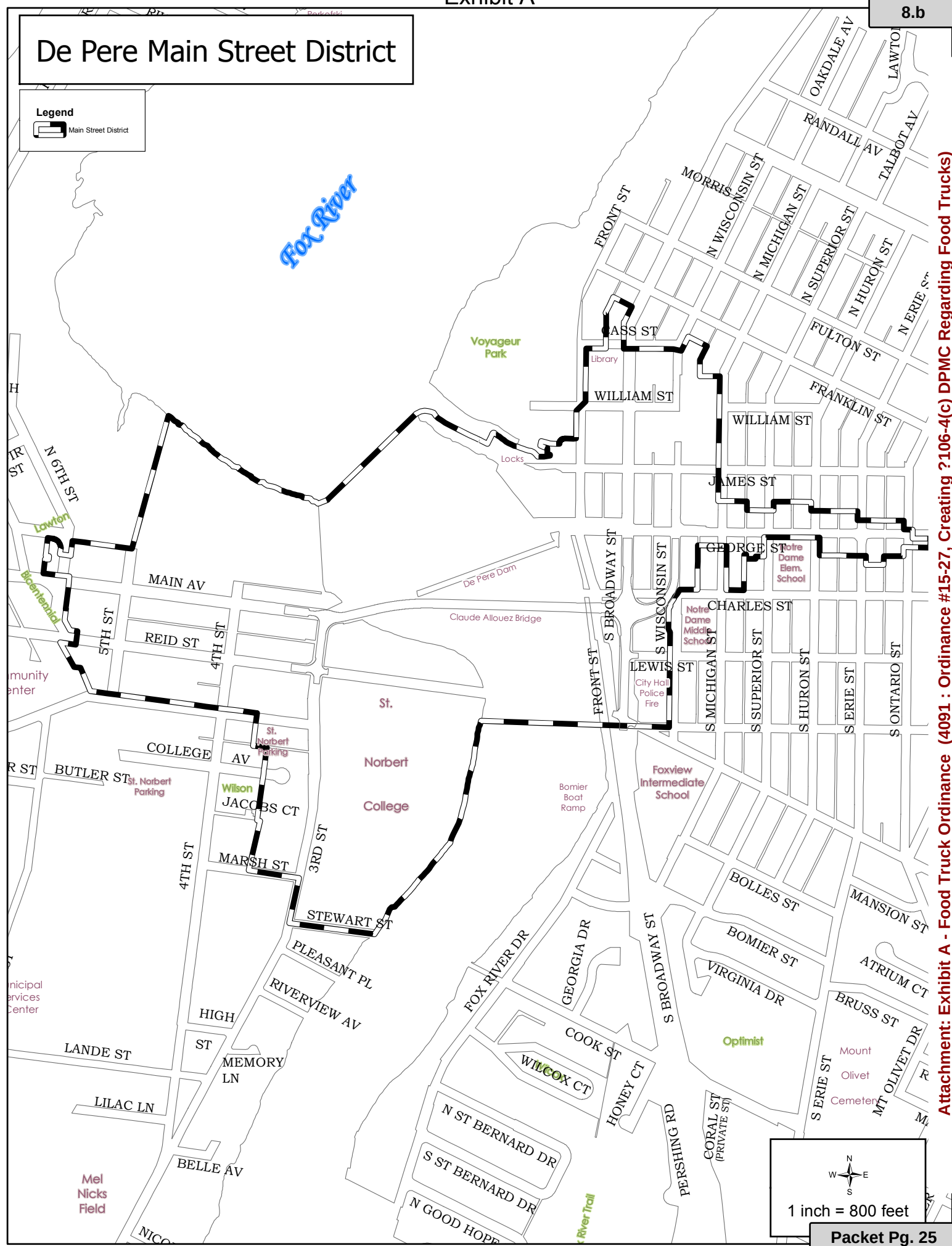
Board/Committee Approval: 10/13/15

Publication Date: _____

Effective Date: _____

Legend

 Main Street District



CITY OF DE PERE**MEMO**

To: Michael J. Walsh, Mayor
Members of Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Request for Food Truck Ordinance
Date: October 27, 2015

The proposed ordinance presented for the November 3, 2015 meeting has been adjusted slightly at the suggestion of Dale Schmit, City Sanitarian. The changes, shown in red-lined on the attached, are clarifications rather than substantive changes.

If you have any questions regarding these revisions, please feel free to call me at 339-4042.

JSL:jld

H:\jdupont\Memos\2015\Mayor & CC-food trucks 10-27-15-148-005-15.docx

Attachment: Mayor & CC-food trucks 10-27-15-148-005-15 (4091 : Ordinance #15-27, Creating ?106-4(c) DPMC Regarding Food Trucks)

ORDINANCE #15-27

CREATING §106-4(c) DE PERE MUNICIPAL CODE
RELATING TO MOBILE FOOD ESTABLISHMENTS

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

SECTION 1: §106-4(c) De Pere Municipal Code, is hereby created as follows:

(1) DEFINITIONS

- (a) “Mobile Food Establishment” means a restaurant or retail food establishment where food is served or sold from a movable vehicle, trailer or cart which periodically or continuously changes location and requires a service base to accommodate the unit for servicing, cleaning, inspection and maintenance or except as specified in the Wisconsin Food Code.
- (b) “Mobile” shall mean the state of being in active, but not necessarily continuous movement.
- (c) “Mobile Food Vendor” means the registered owner of a mobile food establishment or the owner’s agent or employee, or any business which sells edible goods from a mobile food establishment within the City of De Pere.
- (d) “Edible Goods” shall include but are not limited to:
 1. Prepackaged and Prepared food including, but not limited to ice cream, hot dogs, deserts, and pizza.
 2. On-site prepared food including, but not limited to shaved ice, sandwiches, and tacos.
- (e) “Ice Cream Truck or Van” means a commercial vehicle that servicesserves as a mobile retail outlet for ice cream, popsicles, frozen yogurt and/or other similar frozen treats usually during the summer months, where the vehicle remains stationary only as long as necessary to complete a sales transaction and in no case longer than ten (10) minutes provided that the vehicle does not obstruct a normal traffic lane and is not operated in a manner which obstructs the normal flow of traffic.
- (f) “Sell” shall mean the act of exchanging a good for profit or in return for a donation.
- (g) “Service Base” means an establishment operated under license or permit of an appropriate regulatory authority where food is manufactured, stored, prepared, portioned or packaged, or any combination of these, where such food is intended for

consumption at another establishment or place, and where such units are serviced, cleaned, supplied, maintained, and where the equipment, utensils and facilities are serviced, cleaned and sanitized.

- (h) "Vehicle" shall mean any motor vehicle as defined by Wis. Stats. §340.01(35) or trailer as defined by Wis. Stats. §340.01(71). Vehicle shall also include any bicycle or other self-propelled device.
- (i) "Vend" shall mean to sell or to transfer the ownership of an article to another for a price in money.

(2) LICENSE REQUIRED

- (a) No mobile food vendor and/or mobile food establishment shall vend, sell or dispose of or offer to vend, sell or dispose of goods, wares or merchandise, produce or any other thing at any place whatsoever in the City of De Pere, without having obtained an approved license from the City Clerk-Treasurer.
- (b) All mobile food establishments used for vending food shall be licensed for such use by the City of De Pere Health Department and all other applicable health agencies ~~in Brown County~~ (hereinafter referred to as City Health Department). Mobile food establishments shall acquire the appropriate licenses and permits for any additional food items not required under this subchapter if deemed necessary by the City Health Department.
- (c) LICENSE. Every mobile food vendor shall have a license issued by the City Clerk-Treasurer to conduct business in the City of De Pere. Each mobile food establishment shall be licensed separately. A mobile food establishment license shall expire on June 30 each year.
- (d) LICENSE FEE. The license to operate a mobile food establishment shall be \$500. If an applicant requests a license under this subchapter from an existing City of De Pere based business that sells food based products, the license fee shall be \$300.
- (e) LICENSE RENEWAL. Upon renewal of license, each applicant must provide a new application, a renewal fee of \$500, and any new permitting documentation upon the license renewal. License renewal from an existing City of De Pere based businesses shall be \$300. If the applicant fails to submit the application and renewal fee within thirty (30) calendar days after the expiration of the license, the applicant shall reapply as a new applicant.
- (f) TRANSFER OF LICENSE. A license issued under this subchapter shall be not transferable from person to person. A license is valid for one vehicle only and shall not be transferrable between vehicles.

- (g) SURRENDER OF LICENSE; ALTERATION OF LICENSE; FAILURE TO DISPLAY LICENSE. On the expiration of a license issued under this subchapter, the license holder shall surrender the license to the City Clerk-Treasurer. No person shall alter or change in any manner any license issued under the provisions of this subchapter, and such alteration or the failure of the holder of the license to display the license in a conspicuous place on the mobile unit or his or her person or to exhibit the license upon demand of any officer or customer or prospective vendee shall be cause for revocation of such license.

(3) LICENSE APPLICATION PROCESS.

- (a) APPLICATION. Any person desiring to operate a mobile food establishment shall apply for a license on a form provided by the City Clerk-Treasurer and pay the proper license fee for each mobile food establishment managed by the person. The application shall be ~~forward~~the forwarded to the police department for review. If the police department approves the application and all other requirements of §106-2 are met, the Clerk-Treasurer shall issue the license to the applicant.

- (b) APPLICATION DENIAL. An applicant of a mobile food establishment may be denied where:

1. The circumstances of a pending criminal charge against the applicant substantially relate to the licensed activity.
2. The applicant has been convicted of any felony, misdemeanor or other offense, the circumstances of which substantially relate to the circumstances of the particular job or licensed activity.
3. The applicant made a false statement on the application.
4. The applicant is under eighteen (18) years old.
5. Any other reason provided under §106-2 of this Chapter.

- (c) APPEAL. If the license is denied, the applicant may appeal as provided in §106-2(g).

- (4) LICENSE SUSPENSION OR REVOCATION. A license issued under this paragraph may be suspended or revoked as provided in §106-2(l).

(5) INSURANCE

- (a) LIABILITY INSURANCE. The license holder under this subchapter shall have in force liability insurance for each mobile food establishment.
- (b) PROOF OF INSURANCE. As evidence of liability insurance, the licensee shall furnish a Certificate of Insurance, on a form acceptable to the City, evidencing the existence of adequate liability insurance naming the City of De Pere, its employees and agents as additionally insured in an amount not less than one million dollars (\$1,000,000.00). Whenever such policy is cancelled, not renewed, or materially changed, the insurer and the licensee shall notify the City of De Pere by 1st class mail.

(6) SANITATION REQUIREMENTS

- (a) Mobile food establishments shall comply with all regulations of the Wisconsin Food Code and the City Health Department including, but not limited to the time, temperature, plumbing, operation and maintenance for mobile food establishments.
- (b) Mobile food establishments shall comply with all regulations of the Wisconsin Food Code and City Health Department regarding preparation facilities, serving areas and operation areas.
- (c) The licensees of the mobile food establishment or employee(s) thereof shall abide by the request of the City Health Department for annual inspections of the establishment at a location designated by the health department.
- (d) Authorities of the City Health Department may require that mobile food establishments found to violate sanitation and health requirements to have follow-up inspections to verify compliance.
- (e) Service Base Required.
 - 1. All mobile food establishments shall have a mobile service base to store and prepare food and all supplies. No food items are allowed to be stored or prepared in a private residence or garage unless approved by the City Health Department.
 - 2. Any Mobile food item desired to be cooked or prepared on the mobile food establishment establishments shall first be inspected by the City Health Department prior to preparing or cooking any food on site.
 - 3. All mobile food units shall be cleaned and serviced as often as necessary from the service base.
 - 4. The service base shall be inspected and approved by the City Health Department prior to operating the mobile food establishment.
 - 5. All mobile food establishments shall return to its service base at least once every twenty-four (24) hours for service and maintenance.

(7) CONDUCT OF BUSINESS

(a) REGULATIONS GENERALLY

The following regulations shall apply to mobile food establishments during the regular order of business:

- 1. A licensee shall not falsely or fraudulently misrepresent the quantity, character or quality of any article offered for sale or offer for sale any unwholesome or tainted

edible goods, nor intentionally misrepresent to any prospective customer the purpose of his or her solicitation, the name of the business of his or her principal, if any, the source of supply of the goods, ware or merchandise which he or she sells or offers for sale or the disposition of the proceeds of his or her sales.

2. A licensee shall not use the license provided by the City after expiration or revocation of the license.
3. A licensee shall keep the premises in a clean and sanitary condition and the edible goods offered for sale well covered and protected from dirt, dust and insects. All food vendors shall comply with requirements of state and local authorities.
4. A licensee may vend, sell or dispose of, or offer to sell, vend, or dispose of goods, wares, or merchandise in the City of De Pere between the hours of 6:00 a.m. and 9:00 p.m. All sales within the portion of the Main Street District of De Pere, as defined and displayed in Exhibit A under this subchapter, shall be allowed between the hours of 6:00 a.m. and 3:00 a.m.
5. No mobile food establishment shall conduct business at a stationary location for a duration exceeding four (4) hours per location per day.
6. All persons conducting business on a sidewalk or terrace must maintain within twenty-five (25) feet of their sales location, a clean, sanitary and hazard-free condition, and shall not discharge any material onto the street, sidewalk, gutters or storm drain. Each person conducting business on a sidewalk or terrace under the provisions of this chapter shall carry a minimum thirty (30) gallon container for placement of such litter by customers or other persons.
7. A vehicle or other on-street unit which is operated for the purpose of selling food from the unit shall be operated only by a person who has obtained a license or by the employee of the person who obtained a license under this subchapter.
8. No person may sell or vend any item upon any premise(s) if there is placed signage prohibiting the activity.
9. All business activity relating to the mobile food establishments in the public right-of-way shall be conducted from the curbside of the vehicle at all times. No sales shall be made from a vehicle except from the curbside of said vehicle, unless otherwise authorized by the owner of private property.
10. No food service shall be prepared, sold, or displayed outside of the mobile food establishment.
11. No person shall provide or allow any dining area to the mobile food establishment, including but not limited to tables and chairs, booths, stools, benches or stand up counters.

12. Signage may only be permitted when placed on the mobile food establishment. No separate free-standing signs are permitted.
13. Any special or civic event organizer desiring to hold five (5) or more mobile food establishments on the property where the event will be held shall notify the City Health Department at least ~~seven (7)~~ten (10) business days prior to the event.

(b) VEHICLE REGULATIONS

1. Any vehicle or other on-street units used for vending food in any public street must be designed and constructed specifically for the purpose of vending the product or products to be vended.
2. Amplified music or other sounds from any vehicle or unit used for the purpose of vending products in the public streets shall comply with Chapter 146 of this Code.
3. All mobile food establishments shall be entirely self-contained in regards to gas, water, electricity, and equipment(s) required for operation of the unit.
4. All mobile food vehicles must have valid license plates and registration as provided by Chapter 341 of the Wisconsin Statutes.
5. No vehicle or unit may violate any traffic or parking statute or ordinance when stopping to make sales.
6. No flashing or blinking lights, or strobe lights are allowed on a mobile food establishment or related signage when the establishment is parked and engaged in serving customers. All lighting is subject to review by the City Engineer and shall be removed if deemed to be in conflict with safe travel.
7. All mobile food establishments shall comply with all Federal, State, and local regulations regarding vehicle size requirements.

(c) ZONING RESTRICTIONS.

1. The vendor of the mobile food establishment shall not operate in a congested area where such operation impedes or inconveniences public use. No vendor shall engage in the licensed business on any public park, playground, school, library or other public premises.
2. No mobile food establishment or pedestrian desiring to conduct business at the mobile food establishment shall obstruct an adjacent path or lane of travel. A path or lane of travel includes, but is not limited to sidewalks, motor vehicle lanes, bicycle lanes and other designated parking areas.

3. No more than two (2) mobile food establishments shall be allowed to conduct business on private property except as provided in paragraph (7)(a)13 or paragraph (7)(d)2 of this ordinance.
4. No mobile food vendor shall be located on any private property without written permission from the property owner. A copy of the written permission shall be kept in the mobile food unit at all times. The mobile food vendor shall comply if asked to leave the private property by the property owner or a city official.
5. No mobile food establishment shall conduct business within five hundred (500) feet of any fair, festival, special event or civic event that is permitted by the City of De Pere unless the licensee has obtained written permission from the event sponsor.
6. A mobile food establishment shall be located on a paved surface at all times unless it is part of a City sanctioned special event.
7. No person may conduct business on a sidewalk or curbside in any of the following places:
 - a. Within twenty (20) feet of the intersection of the sidewalk with any other sidewalk.
 - b. Within ten (10) feet of the extension of any building entrance or doorway to the curb line.
 - c. Within one hundred-fifty (150) feet of a public entrance of any business which is a licensed or permitted restaurant by the City Health Department, during the hours the particular business is open for sale, unless written permission is granted by the business.
 - d. Within one hundred-fifty (150) feet of a City park where food concessions are sold, during the hours that concessions are being sold, unless written permission is granted by the Parks Department.
8. A mobile food establishment may be permitted in all zoning districts except within any residential zoning district, unless authorized by a conditional use permit issued under Chapter 13 of this Code. The subsection shall not apply to ice-cream trucks or vans.

(d) EXEMPTIONS.

1. Upon application and approval from the Board of Public Works, the licensee may periodically and infrequently extend the hours of service of the mobile food establishment outside the designated zone displayed in Exhibit A from 6:00 a.m.

to 3:00 a.m. for business purposes only. This exemption shall not be applicable in any residential zoning district.

2. Upon application and approval from the Board of Public Works, the owner of private property may allow more than two (2) mobile food establishments to conduct business on said property during the normal hours of operation.
3. For events holding a special event permit, a mobile food establishment may conduct business on publicly owned property as allowed by the event permit holder.

(8) PENALTIES. A licensee or vendor who violates any provision of this subchapter or any regulation, rule, or order made hereunder shall be subject to a forfeiture of not less than \$1 nor more than \$1,000.00 for each offense.

SECTION 2: §114-4(a)(7) is hereby created to read:

- (7) Mobile Food Vendors/retail establishments holding a properly issued license under §106-4(c) of this Code.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of October, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 10/13/15

Publication Date: _____

Effective Date: _____

CITY OF DE PERE**MEMO**

To: Michael J. Walsh, Mayor
Members of Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Request for Food Truck Ordinance
Date: October 14, 2015

The Finance/Personnel Committee reviewed and recommended approval of the proposed draft food truck ordinance on October 13, 2015. In response to comments from committee members, a definition of “ice cream truck” has been added to the ordinance.

Additionally, I have added a new section to the ordinance to provide for an exception to the solicitor permit requirement for properly licensed food trucks.

Finally, fees identical to those charged by the City of Green Bay have been added to the ordinance. The topic of fees was not discussed by the Finance/Personnel Committee.

JSL:jld

H:\jdupont\Memos\2015\Mayor & CC-food trucks 10-14-15-148-005-15.docx

Attachment: Food Truck Memo - Council (4091 : Ordinance #15-27, Creating ?106-4(c) DPMC Regarding Food Trucks)

CITY OF DE PEREMEMO

To: Michael J. Walsh, Mayor
 Members of the Finance/Personnel Committee
 From: Judith Schmidt-Lehman, City Attorney
 RE: Request for Food Truck Ordinance
 Date: October 6, 2015

Alderperson Raasch requested that staff look into a food truck ordinance for the City of De Pere. City staff waited for the City of Green Bay to adopt its food truck ordinance in order to present to the De Pere Council an ordinance with consistent regulations to promote food truck mobility among jurisdictions.

Currently, the City's zoning code is interpreted to allow food trucks on private property in zoning districts which allow restaurant and other food sales and upon the issuance of a conditional use permit in other such zoning districts.

The attached draft ordinance incorporates the same regulations and requirements as the recently adopted Green Bay ordinance. The amount to charge for the permit has been left blank for the Committee and Council to determine. Green Bay charges \$500 per year per food truck unless the food truck is run by a licensed restaurant, in which case the permit fee is \$300 per year.

Sarah Wallace put together a summary of the ordinance and maps (copies attached) and provided them to restaurant owners in the Main Street District for comment. She will have results for the Committee at the meeting.

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

JSL:jld

Attachment

c: Sarah Wallace, Associate Planner

H:\jdupont\Memos\2015\Mayor & F-P-food trucks 10-6-15-148-005-15.docx

Attachment: Food Truck Memo (4091 : Ordinance #15-27, Creating ?106-4(c) DPMC Regarding Food Trucks)

CITY OF DE PERE

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



September 14, 2015

To: Business within Downtown De Pere

From: Sarah Wallace, Associate Planner

RE: Initial discussion regarding the allowance of food trucks within the City of De Pere

Food trucks have received substantial coverage lately, and the City of Green Bay has recently adopted an ordinance to allow and regulate the use of food trucks within their municipality. The City of De Pere is reaching out to business in Downtown with established food service to provide you with a copy of the City of Green Bay's ordinance and to start the conversation here within De Pere.

As we review Green Bay's ordinance, please think about what and how this could be best used within the City of De Pere, address any concerns, ideas, or comments that you have.

A basic breakdown of the attached City of Green Bay approved Ordinance:

- All mobile food businesses (food trucks) are required to meet requirements of WI Food Code
- No more than two (2) mobile food establishment allowed on private property
- No mobile food establishment shall conduct business within five hundred feet of a fair, festival or special event without written permission from event sponsor
- No mobile food establishment shall conduct business within one hundred-fifty (150) feet of a public entrance of any business which is license or permitted restaurant – see attached maps for a visual on where they would not be allowed.
- Mobile food establishments are allowed within in all zoning districts EXCEPT within any residential zone. (this does not apply to ice-cream trucks)

As we start up this conversation we are asking for your feedback, comments, and questions as it relates to the attached ordinance and food trucks in general. Please contact me at swallace@mail.de-pere.org or (920) 339-4072 Ext 1349. Comments due to use by October 13, 2015.

Once we compiled the information received, we will be bring the collected information as a discussion item to the City's Finance and Personnel Committee. This Committee meets on the second Tuesday of each month. All agendas will be posted on the City's agenda <http://www.de-pere.org/> click on the agenda tab on the top.

Attachment: Food Truck Memo (4091 : Ordinance #15-27, Creating ?106-4(c) DPMC Regarding Food Trucks)

Westside Lunch Hour

-  Lunch Hour Buffer
-  Sidewalk Intersection Buffer
-  Restricted Areas
-  Main Street District

Residential Zoning

-  GENERAL RESIDENCE
-  SINGLE & TWO FAMILY RESIDENCE
-  SINGLE & TWO FAMILY RESIDNECE
-  SINGLE FAMILY RESIDENCE

0 500 1,000 Feet

Westside Evening Hours



- Evening Hour Buffer
- Sidewalk Intersection Buffer
- Restricted Areas
- Main Street District
- Residential Zoning**
- GENERAL RESIDENCE
- SINGLE & TWO FAMILY RESIDENCE
- SINGLE & TWO FAMILY RESIDNECE
- SINGLE FAMILY RESIDENCE



- Lunch Hour Buffer
 - Sidewalk Intersection Buffer
 - Restricted Areas
 - Main Street District
- Residential Zoning**
- GENERAL RESIDENCE
 - SINGLE & TWO FAMILY RESIDENCE
 - SINGLE & TWO FAMILY RESIDENCE
 - SINGLE FAMILY RESIDENCE

Eastside Evening Hours



- Evening Hour Buffer
 - Sidewalk Intersection Buffer
 - Restricted Areas
 - Main Street District
- Residential Zoning**
- GENERAL RESIDENCE
 - SINGLE & TWO FAMILY RESIDENCE
 - SINGLE & TWO FAMILY RESIDENCE
 - SINGLE FAMILY RESIDENCE

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

MEETING DATE: November 3, 2015

DEPARTMENT: Planning

FROM: Sarah Wallace

SUBJECT: Ordinance #15-30, Amending §54-8 De Pere Municipal Code
Regarding Razing Permit Waiting Period.

The razing permit wait period revisions were recommended, as presented, by the Historic Preservation Commission at the October 19th meeting.

ATTACHMENTS:

- Ord15-30 (DOCX)
- HPC (razing permit wtg period) 10-5-15-148-002-13 (PDF)
- Ord 54-8 waiting period redlined (PDF)

ORDINANCE #15-30

AMENDING §54-8 DE PERE MUNICIPAL CODE REGARDING
RAZING PERMIT WAITING PERIOD

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

Section 1. §54-8(f)(1), *Additional conditions for razing permit*, is hereby repealed and
recreated as follows:

- (1) Except as provided below, a raze permit may be issued not less than 10 calendar days following the building inspector's receipt of a fully completed application, unless the Chair of the Commission, in writing, earlier notifies the chief building inspector or assistant building inspector of its non-interest in or completion of documentation of the property.

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

Section 3. This ordinance shall take effect upon its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of
November, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Vicki L. Scray, Deputy Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 10/19/15

Publication Date: _____

Effective Date: _____

Attachment: Ord15-30 (4105 : Ordinance #15-30, razing permit wait period)

CITY OF DE PERE

MEMO

To: Mike Fleck, Chair
Members of the Historic Preservation Commission

From: Judith Schmidt-Lehman, City Attorney
David Hongisto, Chief Building Inspector
Sarah Wallace, Associate Planner

RE: Razing Permit Wait Period Revisions

Date: October 5, 2015

Aldersperson Scott Crevier requested that city staff provide the Commission with a recommendation on whether the current 10 day wait period for a razing permit under §54-8(f) should be changed. It is our consensus that this provision should be changed by specifically allowing the Commission Chair to reduce the wait time by notifying the Chief Building Inspector or Assistant Building Inspector of the Commission non-interest in or completion or the documentation process.

We believe this revision will best satisfy the needs of the Commission in documentation and satisfy the needs of the public in the prompt issuance of a permit. The attached shows the proposed revision to the current ordinance.

If you have any questions or concerns, feel free to contact Judy at 339-4042, Dave at 339-4053 or Sarah at 339-4043.

JSL:jld

Attachment

H:\jdupont\Memos\2015\HPC (razing permit wtg period) 10-5-15-148-002-13.docx

Attachment: HPC (razing permit wtg period) 10-5-15-148-002-13 (4105 : Ordinance #15-30, razing permit wait period)

• **Sec. 54-8. - Moving or razing buildings.**

(a) *Permit required.*

(1) Except as provided below, a permit is required to move or raze any building in the city. Before such permit is granted by the building inspector, the party applying therefore shall submit a properly completed application for the permit to the building inspection department. Such application shall include:

- a. Name of applicant;
- b. Name and address of property owner(s);
- c. Address and legal description(s) of property involved;
- d. Description of work to be completed, including street route and travel time where building moving is involved; and
- e. Such other information as determined necessary by the building inspector.

(2) The permit shall require the applicant to indemnify and hold harmless the city from any and all liability arising from said moving or razing activities.

(3) A permit shall not be required for moving or razing private accessory sheds.

(b) *Bond required.* The applicant shall include with such application a surety bond in the sum of \$250,000.00, which bond shall indemnify the city from any costs and expenses which may accrue against the city as the result of granting such permit.

(c) *Insurance requirements.* No permit to move or raze any building shall be granted until the applicant files a certificate of insurance naming the city as an additional insured with the city clerk-treasurer, giving evidence of liability insurance in the following amounts:

(1) *Moving permit.*

- a. Public liability:
 - i. Bodily injury: \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate.
 - ii. Property damage: \$500,000.00 each occurrence, \$1,000,000.00 aggregate.
- b. Auto liability:
 - i. Bodily injury: \$100,000.00 each occurrence, \$300,000.00 aggregate.
 - ii. Property damage: \$100,000.00 each occurrence.

(2) *Razing permit.*

- a. Public liability:
 - i. Bodily injury: \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate.
 - ii. Property damage: \$500,000.00 each occurrence, \$2,000,000.00 aggregate.

(d) *Compliance with state law.* The permit holder shall comply with all relevant state statutes and other applicable provisions of this Code.

(e) *Additional conditions for moving permit.*

(1) Applicant shall obtain a street closure permit from the department of public works. Such permit request shall include all necessary approvals from public utilities or communications carriers.

(2) The street closure permit may order the move to occur between the hours of 6:30 p.m. and 6:00 a.m. for public safety reasons.

(3) The progress in moving any building shall be as continuous as possible during the hours of the day, and day by day, and night if the building inspector or street closure order requires, until complete, with the least possible obstruction of traffic movement.

(4) No building shall be allowed to remain overnight on any street crossing or intersection so near thereto as to prevent easy access to any fire hydrant, driveway or within 50 feet of the property line of the intersection of the street extended. Any building left in the street overnight shall be barricaded to protect traffic in accordance with the latest state department of transportation Manual of Uniform Traffic Devices.

(5) Tree trimming.

a. No permit shall be granted to move a building in, along or upon the public streets of the city if the measurements shown on the application indicate that street trees along the proposed route will be injured. Trees and shrubs shall not be trimmed or otherwise disturbed without the approval of the director of parks, recreation and forestry and their owner.

b. If it is necessary to trim any city-owned trees or shrubs to move the building and such trimming is approved by the director of parks, recreation and forestry, such department will trim the trees or shrubs and bill the party receiving the permit. The sureties referred to in this section shall be held until full payment of the costs of such trimming is received from the permit holder.

(f) *Additional conditions for razing permit.*

(1) Except as provided below, a raze permit may be issued not less than 10 calendar days following the building inspector's receipt of a fully completed application-, unless the Chair of the Commission, in writing, earlier notifies the chief building inspector or assistant building inspector of its non-interest in or completion of documentation of the property.

a. The building inspector shall forward such completed application to the chair of the historic preservation commission for it to determine whether the structure subject to the raze permit is listed on the national, state or local register of historic places or if the structure is included in a federal, state or local historic district as a contributing structure. The historic preservation commission may document such structure within the ten calendar day period as permitted by property owner.

b. If such structure is listed as on the local register of historic places or if such structure is listed as a contributing property in a local historic district under section 38-6 of this Code, the regulations of that chapter shall govern the issuance of any permit to raze the structure.

c. This subsection shall not apply to structures for which an order has been issued for razing or rehabilitation in accordance with Wis. Stats. § 66.0413 or section 94-12 of this Code.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 3, 2015

DEPARTMENT: Planning

FROM: Sarah Wallace

SUBJECT: Introduction of Resolution #15-122, Regarding the Vacation of a Portion of Public Thoroughfare (George Street Right-of-Way Adjacent to ED-844) (refer to public hearing).

ATTACHMENTS:

- Reso15-122 (DOCX)
- ROW Map (PDF)
- PC_Staff_102 N Broadway (PDF)
- ROW Vacation Application (PDF)

RESOLUTION #15-122

REGARDING THE VACATION OF A PORTION OF A PUBLIC THOROUGHFARE
(George Street Right-of-Way Adjacent to ED-844)

WHEREAS, the City of De Pere has initiated the vacation and discontinuance of a portion of public thoroughfare in accordance with the requirements of Wis. Stats.

§66.1003(4)(a); and

WHEREAS, the public interest may require the vacation of said right-of-way; and

WHEREAS, the Plan Commission has reviewed and recommended approval of such vacation and discontinuance, with a public hearing on said vacation to be held in accordance with Wis. Stats. §66.1003(4)(b), on _____ (date) at 7:35 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The following described George Street right-of-way adjacent to ED-844, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

PARCEL #1 - Southwest corner of site, George Street right of way
Part of Lot 7, Block 19, Original Plat of De Pere, East Side of Fox River, City of De Pere, Brown County, Wisconsin described as follows:

Commencing at the Southwest Corner of Lot 7, Block 20, Original Plat of De Pere; thence S00°35'30"W, 398.51 feet on the west line of said Block 19 to the Point of Beginning; thence S25°00'00"E, 16.17 feet; thence S69°00'00"E, 22.33 feet; thence N89°24'17"W, 17.98 feet; thence N44°29'47"W, 14.02 feet; thence N00°35'30"E, 12.47 feet to the Point of Beginning.

Said parcel contains 138 square feet or 0.003 acres of land more or less.

PARCEL #2 - Southeast corner of site
Part of Lot 7, Block 19, Original Plat of De Pere, East Side of Fox River, City of De Pere, Brown County, Wisconsin described as follows:

Commencing at the Southwest Corner of Lot 7, Block 20, Original Plat of De Pere; thence S00°35'30"W, 321.50 feet on the west line of said Block 19 to the north line of the South 10 feet of the North ½ of said Lot 8; thence S89°23'44"E, 120.71 feet on said north line to the west line of a public alley; thence S00°37'27"W, 83.06 feet on said west line to the Point of Beginning;

thence S00°37'27"W, 16.30 feet on said west line; thence N89°24'17"W, 6.56 feet; thence N00°37'27"E, 16.30 feet; thence S89°24'17"E, 6.56 feet to the Point of Beginning.

Said parcel contains 107 square feet or 0.002 acres of land more or less.

be and the same is hereby wholly vacated and discontinued as a public thoroughfare. Said public right-of-way to be vacated is set forth on the scale map attached hereto and incorporated by reference herein as Exhibit A.

Section 2. The City Clerk-Treasurer or City Attorney are hereby authorized and directed to file and record this resolution, with the map attached, in the Office of the Register of Deeds for Brown County, contemporaneous with the closing on the real estate transfer from the City of De Pere to Broadway Investment Partners, LLC and to amend the Official Map of the City in conformity with this resolution.

Introduced to the Common Council of the City of De Pere at its regular meeting held on the 3rd day of November, 2015.

Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of _____, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Vicki L. Scray, Deputy Clerk

Ayes: _____

Nays: _____

Attachment: Reso15-122 (4106 : Resolution #15-122, Vacate_George St)

BROADW



**Item 3: Review the Vacation Request for a portion of George Street (next to 102 N Broadway).
Applicant: City of De Pere.***

The City is working with the developers for the 102 N Broadway development project. They have requested vacation of small areas of right of way (ROW) that exist on the corners of George Street and Broadway, within the George Street ROW (see map). Traditionally in the downtown, the ROW would be right at the back of the sidewalk or a maximum of 6" off the back of the sidewalk. The developer and City are interested in vacating the areas shown on the map which, when vacated, would be combined with 102 N Broadway to accommodate building encroachments. Vacating this ROW will enlarge the overall buildable square footage for the site, and make accommodations for the approved building design.

The Plan Commission has approved the site plans, and the condition for this vacation, at its September 28, 2015 meeting.

Recommendation

Staff would recommend vacation of the ROW as shown and that the recommendation be forwarded to the Common Council for action.

	CITY OF DE PERE APPLICATION FOR ROW VACATION	Fee: _____ Receipt #: _____ Date: _____
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Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) City of De Pere	Authorized Representative Sarah Wallace	Title Associate Planner	
Mailing Address 335 S. Broadway	City De Pere	State WI	ZIP Code 54115
Email Address swallace@mail.de-pere.org	Phone Number (incl. area code) 920-339-4043	Fax Number (incl. area code)	

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

Name (Ind. Org. or Entity)	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: Right of Way Requested to be Vacated

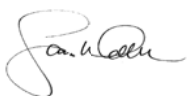
Name of ROW: Legal Description to be Vacated: (Please attach map)	Request to vacate portions of George Street on the north side. Please see attached information
--	--

SECTION 4: Reason of Vacation

Reason for Requesting Vacation of ROW:	Vacated areas to be combined with the parcel to the north ED-844
--	--

SECTION 5: Certification and Permission

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

Name of Owner/Authorized Representative (please print) Sarah Wallace	Title Associate Planner	Phone Number 920-339-4043
Signature of Applicant 		Date Signed October 21, 2015

Attachment: ROW Vacation Application (4106 : Resolution #15-122, Vacate George St)

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

MEETING DATE: November 3, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #15-123, Authorizing Agreement Regarding the Sale and Purchase of Certain Property Between the City of De Pere and JDL3 Properties, LLC.

ATTACHMENTS:

- Reso15-123 (DOCX)
- JDL3 - Sale & Development Agreement final 10-28-15-176-002-15 (DOCX)
- Exhibit A - JDL3 (PDF)

RESOLUTION #15-123

AUTHORIZING AGREEMENT REGARDING THE SALE AND PURCHASE OF CERTAIN
PROPERTY BETWEEN THE CITY OF DE PERE AND JDL3 PROPERTIES, LLC

WHEREAS, City owns certain property within its corporate limits known as the Southbridge Business Park, and wishes to develop a portion of this Business Park; and

WHEREAS, Developer desires to enter into an agreement to purchase a 9.0 acre parcel for the purpose of constructing an approximate 51,000 square foot production facility (“Development Project”); and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District No. 6 (the “District”) and adopted a Project Plan (the “Project Plan”) for the District authorizing the expenditure of funds within the District; and

WHEREAS, Developer’s intended Development Project is consistent with the Project Plan and will be beneficial to the City; and

WHEREAS, Developer’s ability to commence the Development Project is contingent upon the City’s providing financial and other assistance to Developer on the terms set forth in the attached Agreement Regarding the Sale and Purchase of Certain Property; and

WHEREAS, City desires to provide such financial assistance and to promote this development; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Agreement Regarding the Sale and Purchase of Certain Property Between the City of De Pere and JDL3 Properties, LLC, as is attached hereto.

Resolution #15-123

Page 2 of 2

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 3rd day of November, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Vicki L. Scray, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT REGARDING THE SALE AND PURCHASE
OF CERTAIN PROPERTY BETWEEN THE
CITY OF DE PERE AND JDL3 PROPERTIES, LLC**

THIS AGREEMENT, made and entered into this ____ day of _____, 2015,
by and between the City of De Pere, Wisconsin, a municipal corporation (“City”), and JDL3
Properties, LLC, a Wisconsin limited liability company (“Developer”).

RECITATIONS

WHEREAS, City owns certain property within its corporate limits known as the
Southbridge Business Park, and wishes to develop a portion of this Business Park; and

WHEREAS, Developer desires to enter into an agreement to purchase a 9.0 acre parcel
for the purpose of constructing an approximate 51,000 square foot production facility
(“Development Project”); and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District
No. 6 (the “District”) and adopted a Project Plan (the “Project Plan”) for the District
authorizing the expenditure of funds within the District; and

WHEREAS, Developer’s intended Development Project is consistent with the Project
Plan and will be beneficial to the City; and

WHEREAS, Developer’s ability to commence the Development Project is contingent
upon the City’s providing financial and other assistance to Developer on the terms set forth in
this Agreement; and

WHEREAS, City desires to provide such financial assistance and to promote this
Development Project.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and
promises contained herein and other good and valuable consideration, the receipt of which is

acknowledged, the undersigned hereby agree as follows:

I. PURCHASE OF REAL ESTATE. Developer agrees to purchase, and City agrees to sell, the 9.0 acre parcel of real estate shown as Lot 1 on the Certified Survey Map (CSM), which is attached hereto as Exhibit A and legally described as follows:

Lot 1 of Volume____ Certified Survey Maps, page____, Brown County Map No.____, West side of Fox River, City of De Pere, Brown County, Wisconsin.

Such parcel is identified on Exhibit A and is defined herein as the “Fee Parcel.”

A. Purchase Price. The purchase price for the Fee Parcel shall be Thirty-Five Thousand and no/100 dollars (\$35,000) per acre, for a total purchase price of Three Hundred Fifteen Thousand and no/100 Dollars (\$315,000).

B. Municipal Improvements and Utilities. The purchase price for the Fee Parcel covers and includes the following municipal improvements: concrete street, curb, gutter, storm sewer, sanitary sewer, municipal water. Developer shall, at its sole cost, be responsible for the following private utility improvements: electric service, natural gas and telecommunication services. All of such improvements and utilities shall be available from and located in and along the entire length of the City right-of-way and applicable utilities easements along American Boulevard. The purchase price, however, is not intended to and does not cover extension of municipal improvements from their location in City right-of-way to the buildings and improvements to be constructed on the Fee Parcel.

C. Security Interest in Fee Parcel. As security for Substantial Completion (as defined below) of the Development Project, Developer shall execute a mortgage (utilizing State Bar of Wisconsin Form 21-2003) in the amount of Three

Hundred Eighty-one Thousand Dollars (\$381,000.00) in favor of City at the closing on the Fee Parcel (“City Mortgage”). The City agrees that (i) the City Mortgage shall be in a security position subordinate only to a mortgage lien in favor of Developer’s primary lender and (ii) that City shall execute any such subordination or intercreditor documents as may be reasonably required by Developer’s lender. The City shall release the City Mortgage upon Substantial Completion of the Development Project.

D. Earnest Money. Developer shall forward to City earnest money in the amount of \$500 within ten (10) days of the execution of this Agreement. Such earnest money shall be credited against the purchase price upon closing on the Fee Parcel. Should the Fee Parcel sale fail to close for reasons not attributable to the City, the earnest money shall be forfeited to City.

II. CLOSING PROCEDURE. Closing shall take place within thirty (30) days after the expiration of the Inspection Period at De Pere City Hall unless the parties otherwise agree in writing. The following constitute contingencies and conditions precedent to Developer’s obligation to close on its purchase of the Fee Parcel, each of which must be satisfied, or waived in writing by Developer, prior to closing:

A. Certified Survey Map of Fee Parcel. City shall, at its own expense, have a certified survey map (“CSM”) of the Fee Parcel prepared by a certified surveyor. The proposed CSM shall be provided to Developer no later than ten (10) days following execution of this Agreement and shall be subject to Developer’s approval prior to recording the same with the Brown County Register of Deeds, which approval shall not be unreasonably withheld.

B. Inspection Period.

1. Developer shall have ninety (90) days from the date this Agreement is executed to perform such due diligence, including, but not limited to, tests and investigation regarding the Fee Parcel as necessary to confirm the feasibility of the Development Project and the environmental condition of the Fee Parcel and the existence of any hazardous substances or materials, review of condition of title to the Fee Parcel as evidenced by the title commitment, review of the CSM and ALTA Survey, develop and prepare final plans and specifications for the Development Project, obtain final construction pricing based upon the final plans and specifications, secure and document a construction loan for the Development Project, and secure and document equity commitments for the Development Project, as applicable. City shall permit Developer access to the Fee Parcel prior to closing at no cost to Developer for the purpose of such site examinations, testings and investigations as deemed necessary by Developer. Developer agrees to hold City harmless for any and all injury that may occur to Developer, its agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above referenced persons, occasioned as a result of Developer's site examination and testing activities as contemplated by this Section. The hold harmless provision of this Section is intended to include all costs of defense, including reasonable attorney fees.

2. Notwithstanding anything contained in this Agreement to the contrary, if the Developer determines, that, (a) the Fee Parcel, or any portion

thereof, is not satisfactory to Developer, (b) any of the due diligence items detailed in Section II(B)(i) above, are not completed to the satisfaction of Developer or (c) any of the contingencies contained in this Agreement are not satisfied or waived by Developer, as determined by Developer; then Developer may terminate this Agreement upon written notice given to City on or prior to the date of expiration of the Inspection Period and the earnest money shall be retained by the City. Developer and City hereby each waive any and all rights to challenge the enforceability of this Agreement on the basis that any of the conditions and contingencies set forth herein are illusory.

C. Evidence of Title/Title Defects. The City shall at its own expense, provide title insurance for the Fee Parcel to be conveyed and shall forward a copy of the commitment of such title insurance to Developer within ten (10) days following the execution of this Agreement. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by Chicago Title Insurance Company with an extended coverage and gap endorsement showing title to the Fee Parcel to be marketable and free and clear of all liens and encumbrances. City shall, at its cost and expense, satisfy and/or delete all standard title insurance exceptions to such title insurance policy. If Developer gives City notice of any title defects prior to the closing, which are not acceptable to Developer or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option, and in the event this Agreement is terminated, then the earnest money shall be

immediately returned to Developer.

D. Financing. Developer shall have obtained a loan commitment from a lender on such terms and conditions acceptable to Developer, in its sole discretion, and Developer shall present to City, prior to the transfer of the Fee Parcel hereunder, such loan commitment or such other commitment as may be acceptable to the City and the Redevelopment Authority (“RDA”) to finance the Development Project.

E. Approval of Plans. The City Plan Commission shall have approved all plans and specifications for the Development Project, including, but not limited to, the Site Plan (as defined below).

F. Permits and Approvals. Developer shall have obtained all necessary licenses, permits, certifications and approvals (state, federal, county, municipal or otherwise) required in connection with the Development Project.

G. Environmental. The Developer shall, at its own expense, obtain, a current Phase I environmental audit of the Fee Parcel by an environmental engineer satisfactory to Developer, which audit shall indicate that no hazardous condition, material or substance, recognized environmental conditions or any other condition, whether material or immaterial, (i) exist on, in or with respect to the Fee Parcel, or any real estate adjacent to the Fee Parcel, or (ii) impair, interfere or negatively impacts the Development Project, as determined by the Developer. If such Phase I environmental report indicates that a Phase II investigation is necessary to ascertain or confirm whether a hazardous material, condition, substance or recognized environmental condition exists on, in or with respect to the Fee Parcel, Developer may, at the Developer’s own expense, perform such Phase II investigation, and the Inspection Period and the closing

of the purchase of the Fee Parcel shall be extended an additional sixty (60) days from the date Developer received the Phase I environmental report. The Phase II investigation report, and the Developer's obligations under this Agreement, shall be subject to and contingent upon Developer's review and approval of such Phase II investigation report, in its sole discretion.

For purposes hereof, a hazardous material, condition or substance, recognized environmental condition or any other environmental condition shall include, but not be limited to, any condition, material or substance that does not comply with federal, state or local environmental laws, rules or regulations, any material or condition defined as hazardous within the meaning of such laws, rules or regulations, or any condition, material or substance defined as a recognized environmental condition as determined by the Standards of the American Society for Testing and Materials (ASTM), or the presence of underground or aboveground storage tanks, petroleum products or similar substances.

H. Soil and Topographic Conditions. Developer shall have obtained (i) written confirmation from a recognized and qualified soil and engineering firm selected by Developer, that the soil and subsoil conditions of the Fee Parcel are sufficient and suitable, as determined by Developer, in its sole discretion, to permit the construction of the Development Project, and (ii) soil borings and soil reports which verify a minimum poundage per square foot (psf) of soil bearing capacity, as determined by Developer.

I. Closing Costs. City shall pay all closing costs usually and customarily paid by a seller in transactions similar to the transaction contemplated by this Agreement, including, without limitation, the cost of the title insurance as

provided herein.

J. Conveyance of Title. City shall convey good title to the Fee Parcel to Developer by warranty deed as of the date of closing, free and clear of all liens and encumbrances, except the following:

1. Municipal and zoning ordinances, provided the same do not restrict or interfere with the intended use of the Fee Parcel and the Development Project, as determined by Developer in its sole discretion.
2. Easements of record, provided the same do not restrict or interfere with the intended use of the Fee Parcel and the Development Project, as determined by Developer in its sole discretion.
3. Obligations contained in this Agreement.

III. CITY WARRANTIES AND INDEMNITIES.

A. Environmental Condition of Property. City has forwarded to Developer a Phase I Environmental Audit of the Fee Parcel, dated September 28, 2006, prepared by Robert E. Lee & Associates, Inc. The City represents that at the time of purchase of the Fee Parcel and the adjacent real estate it made reasonable inquiries into the use of the Fee Parcel and was informed that during the time of the City's predecessors-in-interest's ownership of the Fee Parcel, the Fee Parcel was used as farm land only. Based on the results of those inquiries and information supplied to date, City represents and warrants as follows:

1. **Past Use of Fee Parcel.** To the best of its knowledge, the Fee Parcel was used as farm land only and no portion of the Fee Parcel has ever been used:

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

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

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

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

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

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

2. Release of Hazardous Substances. To the best of its knowledge, the City is of the belief that there is no current, nor has there been any past release or substantial threat of release of a hazardous substance, pollutant, or contaminant from or onto the Fee Parcel subject to regulations pursuant to Wisconsin Statutes, or 42 U.S.C. 9601, et seq., or subject to any action that may make the Developer liable in tort under common law, public, or private nuisance action.

3. Threatened or Pending Environmental Litigation. No portion of the Fee Parcel is the subject of threatened or pending investigation or lawsuit or administrative action by any person, forum, governmental body or any entity relating to or arising from any manner of circumstances subject to regulation

pursuant to any statute, ordinances, or regulations.

4. Compliance with federal, state, or local environmental

laws. The current use of the Fee Parcel is fully in compliance with all federal, state, county, and municipal laws and regulations.

B. Flood plain or wetlands. The City represents that it has not undertaken and under this Agreement is not obligated to undertake a wetland delineation study of the Fee Parcel.

C. Zoning. The City represents and warrants that the current zoning classification for the Fee Parcel is Industrial Business 2 (I-B-2).

D. Provisions to Survive Closing. The representations and warranties provided in Paragraphs A, B and C of this Section shall survive the closing of this transaction.

IV. CITY OBLIGATIONS

A. The City agrees to defray the costs of the Development Project by making project grants (collectively, the “Project Grants” and individually a “Project Grant”) to Developer. The aggregate amount of the Project Grants to be paid to Developer shall be \$381,000 and such Project Grants shall be paid to Developer on the following schedule:

1. Project Grant #1: \$90,000 discount of purchase price
2. Project Grant #2: \$225,000 at closing of the purchase of the Fee Parcel
3. Project Grant #3: \$66,000 upon issuance of the Certificate of Occupancy for the building issued by the Building Inspection Department

B. The aggregate amount of the Project Grants is premised upon the completed Development Project and Fee Parcel having an aggregate assessed value for real property tax purposes of not less than \$3.0 million as of January 1, 2017. If the assessed value of the Development Project and Fee Parcel as of that date is less than stated above, Developer and its successors and assigns, agree to make the Deficit Payment (as defined below) to City as provided in Article V, Section B below.

C. The City agrees to cooperate in the timely prosecution and granting of applications made by Developer for any certifications, permits or approvals appropriate or necessary for the Development Project, as well as all applications related to any revolving loan fund loans requested by Developer from the City and/or Brown County.

D. The City and Developer agree to negotiate any future TID incentive under TID No. 12 that Developer may request with respect to any future expansion of the improvements to be made to the Fee Parcel.

V. DEVELOPER OBLIGATIONS

A. Construction

1. Site Plan. Developer shall submit a site plan ("Site Plan"), including all fencing, landscaping, lighting, signage, off-street parking, off-street loading, building design, facade materials, improvement layout (site drainage, utilities and erosion control), accessory building or structures, and any other information related to the construction and appearance of the site and building and any accessory buildings or structures thereon, which may be reasonably required by City. Said Site Plan shall be submitted to City by the second (2nd) Monday of the month prior to closing. Approval and review of the

Site Plan shall be based on the City's Planning and Development Standards for the Business Park and may be subject to additional reasonable conditions imposed at the reasonable discretion of the City. The City and its representative departments and staff shall promptly review the Site Plan and not unreasonably delay, withhold or condition approval of the Site Plan. The parties agree and understand that time is of the essence as to the approval of the Site Plan. If the obligations of the Developer contained in this Paragraph are not complied with, the City may proceed as provided in Paragraph 3, below.

2. Developer to Substantially Improve. Developer shall commence construction within ninety (90) days after the date of closing on the purchase of the Fee Parcel. "Commence construction" as used in this Agreement means Developer's and/or Developer's contractor's mobilization of equipment to the Fee Parcel and visible commencement of work on the Fee Parcel. Within twelve (12) months after the date of closing on the purchase of the Fee Parcel, Developer shall Substantially Complete (as defined below) the Development Project materially in accordance with the Site Plan submitted to the City, as such Site Plan may be subsequently amended and approved; provided, however, if such Site Plan is amended and approved subsequent to initial approval by the City, then the time period for Substantial Completion shall be extended an amount of time commensurate with the time required to obtain the subsequent approval from the City. "Substantial Completion" as used in this Agreement shall mean that Developer has sufficiently completed the Development Project such that a Certificate of Occupancy has been issued

by the City Building Inspector.

3. Failure to Submit Site Plan. If, in the reasonable discretion of City, Developer has not complied with the provisions of Paragraph 1 above, City may, by certified mail, inform Developer of such failure. If after sixty (60) days of mailing of such notice, Developer has still not submitted a satisfactory Site Plan, City may terminate this Agreement by written notice thereof to Developer and, in the event of such termination the earnest money shall be retained by the City.

4. Failure to Commence Construction. If Developer fails to commence construction (as defined in Article V, Section A(2) above) of the Development Project within ninety (90) days after the date of closing on the purchase of the Fee Parcel, then City may, upon prior written notice to the Developer, repurchase the Fee Parcel for the price actually paid by Developer for the Fee Parcel, less any real property taxes due or liens or judgments of record. If Developer commences construction (as defined in Article V, Section A(2) above) of the Fee Parcel within the timeframe as required above, the City's repurchase right shall immediately terminate.

5. Repurchase Closing. Closing for any repurchase as contemplated in Article V, Section A, Paragraph 4, above, shall occur not less than thirty (30) days from the date of the notice referred to therein, unless another time is specifically agreed upon by the parties. At such closing, Developer shall, at its own expense, extend the title insurance previously supplied by the City, naming the City as owner and shall remove any and all

encumbrances not present on the title at the time of the original closing. Title shall be conveyed by warranty deed to the City and Developer shall pay all closing costs and filing fees.

6. Return of Project Grants. If Developer fails to attain Substantial Completion of the Development Project by the deadline required under this Agreement, City shall be entitled to return of the Project Grants received by Developer. Developer shall return all sums received as Project Grant, within thirty (30) days of City's written demand. Upon repayment in full of the Project Grants received by Developer the obligations found in Article V, Section B and Article V, Section D shall become null and void.

7. Force Majeure. If Developer is delayed in (a) submitting the Site Plan and receiving approval from the City, (b) commencement of construction or (c) attaining Substantial Completion, as required in this Agreement and as referred to in this Article V, due to circumstances beyond the reasonable control of Developer, including, but not limited to, Acts of God, or forces majeure, acts of the public enemy, acts of adjoining property owners, fires, floods, epidemics, strikes, embargoes, unavailable materials, breach of contract by contractors or subcontractors, and unusually severe weather delays, then the termination right in favor of City (as described in Article V, Section 3 above), the repurchase right of the City (as described in Article V, Section 4 above) and the obligation to return the Project Grants (as described in Article V, Section 4 above) shall be postponed by an amount of time commensurate with the period of such delay.

B. Guarantee of Value. Developer warrants that as of January 1, 2017, the value of the Development Project and the Fee Parcel shall not be less than \$3.0 million (the “Guaranteed Value”). Developer, for itself, its successors and assigns, agrees that should the assessed value of the Fee Parcel and the Development Project as of January 1, 2017, be less than the Guaranteed Value, it will make a Deficit Payment to City (the “Deficit Payment”) equal to the difference in taxes to be collected due to the shortfall in the Guaranteed 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 the Guaranteed Value. That number shall be multiplied by the mil-rate for all taxing jurisdictions established for that tax year for the west 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 was due.

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 Fee Parcel as a special charge under Wis. Stats. §66.0627.

C. Developer, for itself, its successors and assigns, hereby waives all rights during the life of the District (which is statutorily expected to close as of December 31, 2020) to appeal the assessed value of the Development Project and Fee Parcel; provided said assessed value is equal to or less than the Guaranteed Value.

D. For the duration of the statutory life of the District, Developer hereby agrees, for itself, its successors and assigns, that it shall not, without the prior written consent of the City, sell or lease any portion of the Fee Parcel to any entity, whereby

such sale or lease would cause any portion of the Fee Parcel 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 it will place a restriction in any deed conveying the Fee Parcel during the duration of this Agreement prohibiting any use of the Fee Parcel during the term of this Agreement, which would cause the Fee Parcel or any portion thereof to become tax exempt. Should the Development Project and Fee Parcel nevertheless become tax exempt, Developer, for itself, its successors and assigns, hereby agrees that payment in lieu of tax shall then be made by the owner of the Fee Parcel in accordance with Article V, Section B above.

VI. DEFAULT PROVISIONS.

A. Breach and Cure. Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. If either party believes that such provision has been breached, it shall supply the other party with written notice, informing the other party that it has thirty (30) days to cure such breach. If there is no cure of that breach, the party may bring any action available for any remedy provided in law or equity; provided, however, in the event a party is pursuing a cure but the cure cannot be completed in the cure period provided herein, then it shall not be construed as a default if the party 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.

B. Specific Performance Where Remedy Provided. Where a remedy is specifically provided in this Agreement, in the event that either party fails to perform in

compliance with such remedy provision or unreasonably delays in performing thereunder and such delay or failure causes damage to the other party, nothing in this Agreement shall prevent the other party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VII. MISCELLANEOUS.

A. Obligations to run with the Fee Parcel. The obligations contained herein shall run with the Fee Parcel and are binding on all subsequent owners of the Fee Parcel as applicable. This Agreement and any amendment thereto shall be recorded with the office of the Brown County Register of Deeds.

B. Assignment. Developer may assign this Agreement in its entirety only upon written notice of such assignment to City, including acknowledgement by the assignee of the obligations contained in this Agreement and consent to the same.

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

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

1. If to Developer:

JDL3 Properties, LLC
James D. Livermore
4307 13th Street
Menominee, MI 49858

With copy to:

Attorney David P. Dewick
Hager, Dewick & Zuengler, S.C.
200 South Washington Street, Suite 401
Green Bay, WI 54301

2. If to City:

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

With a copy to:

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

E. Law Governing. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

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

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

JDL3 PROPERTIES, LLC

By:

James D. Livermore, Member

State of Wisconsin)
 : SS
Brown County)

Personally came before me on this ____ day of _____, 2015, the above named James D. Livermore, known as the person(s) who executed the foregoing instrument and acknowledge the same.

Notary Public:
My Commission expires: _____

Drafted by Judith Schmidt-Lehman

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CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

State of Wisconsin)
 : SS
Brown County)

Personally came before me on this ____ day of _____, 2015, the above named Michael J. Walsh, Mayor and Shana L. Defnet, Clerk-Treasurer, known as the person(s) who executed the foregoing instrument and acknowledge the same.

Notary Public:
My Commission expires: _____

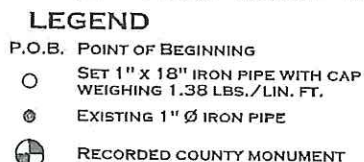
PART OF LOT 2, VOLUME 40 OF CERTIFIED SURVEY MAPS, PAGE 167, MAP NUMBER 6087, DOCUMENT
NUMBER 1740762, BEING PART OF LOTS 104, 105, 106 AND 107 OF WILLIAMS GRANT SUBDIVISION, CITY OF
DE PERE, BROWN COUNTY, WISCONSIN

NE CORNER
SECTION 6, T22N-R20E
1" IRON PIPE W/ CAP

(50°37'14"N)
50°22'51"W
248.85'
(244.382')

(57°56'14"N)
57°56'14"N
205.823'

CLOSING CORNER
BETWEEN SECTIONS 5 & 6
T22N-R20E
1" IRON PIPE W/ CAP



ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155 PHONE: (920) 662-9641
INTERNET: WWW.RELEEINC.COM FAX: (920) 662-9141

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

MEETING DATE: November 3, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Vicki Scray

SUBJECT: Resolution 15-124, Authorizing Submission of Wisconsin Economic Development Corporation Community Development Investment Grant Application.

ATTACHMENTS:

- Resolution 15-124.pdf (PDF)
- New Leaf CC Memo (PDF)
- New Leaf Market Overview.pdf (PDF)
- FY16-Community Development Investment Application (PDF)

RESOLUTION #15-124

AUTHORIZING SUBMISSION OF WISCONSIN ECONOMIC
DEVELOPMENT CORPORATION COMMUNITY
DEVELOPMENT INVESTMENT GRANT APPLICATION

WHEREAS, the Wisconsin Economic Development Corporation (WEDC) Community Development Investment Grant (CDI) is a state program for municipal applicants which is intended to support 'shovel ready, catalytic projects' in Wisconsin communities to spur economic development ; and

WHEREAS, New Leaf Foods, Inc. has requested that the city apply for the CDI grant to assist it in purchasing 310 N. Wisconsin Street, the proposed location of the New Leaf Grocery Cooperative; and

WHEREAS, the City is interested in assisting New Leaf Foods, Inc. by making application for the CDI grant upon the terms and conditions of the grant application, attached and incorporated as Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Director of Economic Development & Planning is authorized to submit the WEDC CDI grant application for funding the above described activities and accept any grant funding awarded.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of November, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Vicki Scray, Deputy Clerk-Treasurer

Ayes: _____
Nays: _____

City of De Pere

Memo



To: Michael J. Walsh, Mayor
Members of the Common Council

From: Kimberly Flom, Economic Development & Planning Director

Date: October 27, 2015

Re: WEDC Community Development Investment Grant Application

New Leaf Foods, Inc. requests that the City of De Pere apply for a Wisconsin Economic Development Corporation (WEDC) Community Development Investment Grant. New Leaf Foods is considering purchasing the 310 N Wisconsin building (just north of Shopko). The building would include an 8,000 square foot New Leaf Grocery Cooperative and retain many of the current tenants.

New Leaf Foods Inc. is currently working on assembling their financial package to purchase the building and construct the store. They anticipate using a combination of conventional financing and incentive programs that would include City of De Pere Revolving Loan Funds, Brown County Revolving Loan Funds and the WEDC Community Development Investment Grant (CDI).

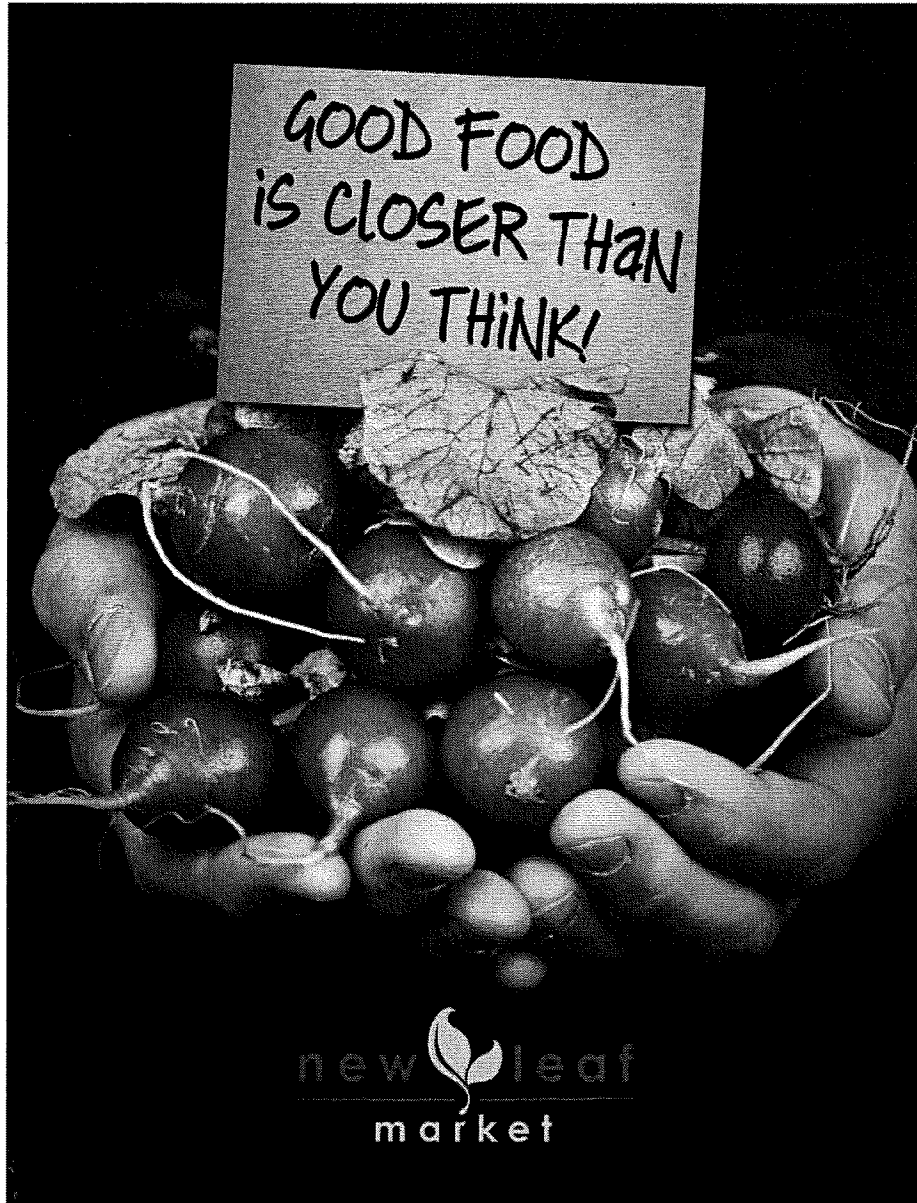
The CDI grant application is due November 13, 2015. The objective of the grant is to 'support shovel ready, catalytic projects in Wisconsin communities that lead to job opportunities, enhanced property values and/or leveraged investment by local and private partners with an emphasis on traditional commercial districts.' (WEDC CDI Grant Application)

A survey conducted as part of the De Pere Downtown Plan project revealed that a grocery store was the most desired business in the downtown. Recent projects like the 102 N. Broadway apartments will also increase residential density. A New Leaf Cooperative would help support both the new and existing nearby residents by providing a full service grocer within walking distance. The products offered at New Leaf, and their organization as a Cooperative, would also draw shoppers in from outside the area.

There is no local match required for this grant, but municipalities can only submit one project per year. We believe that the New Leaf Foods Cooperative is a good fit and propose submitting an application to request the maximum grant award of \$250,000. Grants are anticipated to be awarded by WEDC in late January. An overview of New Leaf Market and a copy of the WEDC Grant Application are attached for your review.

Staff Recommendation:

Approve a grant application submittal for the 2016 Wisconsin Economic Development Corporation Community Development Investment Grant for New Leaf Foods, Inc.



I. Executive Summary

New Leaf Market Cooperative, Inc. is a mission-driven enterprise. As a full-service, community-owned grocery store, it will improve access to healthy food for the community, support the economic development of downtown De Pere, create good jobs, promote local farm and food products, and support education on healthy food choices and issues. It was incorporated on July 28, 2010 under Wisconsin Statute 185.05. As of September 1, 2015 New Leaf had 835 member-owners. The complementary educational non-profit organization, New Leaf Foods was incorporated on January 5, 2011, and was granted 501(c)(3) status by the IRS on August 29, 2012.

The original concept was to create a healthy community food hub, with a retail grocery cooperative, a commercial kitchen incubator, a wholesale food brokerage, and an educational facility. The steering committee decided it to begin by focusing on a cooperative grocery in order to provide the foundation for the other parts of the project.

There is a growing trend toward consumers who wish to purchase locally-sourced, organic foods. There is an opportunity for a grocery cooperative in De Pere to provide the healthy, locally-sourced, organic foods that customers seek. New Leaf Market will also provide ready-to-eat items in a deli/café that will attract local residents and employees looking for fresh, healthy, and convenient alternatives.

New Leaf Market has had two market studies conducted. Both indicate that a grocery cooperative can be a viable business in its intended market. Based on the projections included in this business plan, the cooperative will be profitable after two years, and cash flow will be sufficient to meet our debt obligations. These projections were constructed with data gathered in the market studies and in conjunction with the grocery consultants that New Leaf has hired to guide it through a successful startup, especially the National Cooperative Grocers Association.

New Leaf Market is negotiating the purchase of a building in De Pere to house its store along with tenants. New Leaf Foods will also be located within the building. New Leaf Foods will provide educational opportunities and promote healthy food access for all.

New Leaf Market Cooperative will renovate and outfit the building as a retail grocery with additional existing tenant spaces. New Leaf Market will need just over \$4.9 million to complete this project. The intent is for member-owners to contribute \$270,000 through member equity and \$600,000 in member loans with grants adding another \$250,000. The remaining \$3.8 will come from external loans.

II. BACKGROUND

A. History

In 2008 Carol Karls, Crystal Osman, and Karen Early met to discuss current food trends. Carol was working for the City of Green Bay in economic development and would occasionally receive inquiries for rentable commercial kitchen space. Crystal Osman, with Downtown Green Bay, Inc., received similar inquiries as well as questions about starting a food cooperative. Karen Early is the Nutrition Education Program Coordinator for Brown County UW-Extension and has been involved in food issues for many years. A grant from the state of Wisconsin funded the initial feasibility study for a food cooperative along with a market study for particular sites in the greater Green Bay area.

The feasibility and market study results were encouraging, so the group studied local interest by using a questionnaire with over 1,000 respondents. The survey indicated that there was an interest in natural foods, the creation of a sense of community, and local foods, among other things. In addition to the survey, the group held a visioning session. The visioning session also indicated the need for healthy foods and a community-based market.

Based on these studies, the group envisioned a four part project: a grocery cooperative; an educational facility for classes on nutrition, cooking, gardening, etc.; a commercial kitchen to be shared by the grocery and food micro-enterprises and a wholesale brokerage for local growers and producers. They conceived of the project as consisting of two organizations—a cooperative grocery store that would feature local food and a non-profit organization that would generate funding for services to underserved communities, continuing education, and that would foster new project development. A diagram of this project is shown below.



The steering committee decided it would be practical to focus on the food cooperative in order to provide the foundation for the other parts of the project. The non-profit educational organization was also created at this time as a complementary organization, but with a separate board of directors.

The mission for New Leaf Market Cooperative and New Leaf Foods is to:

- 1) Improve people's health by providing better access to healthy food
- 2) Expand the market for the products of local growers and food producers by establishing more direct connections to local customers
- 3) Expand the local economy by encouraging new local food enterprises and by creating good jobs
- 4) Educate people about the relationships between good food and good health
- 5) Enhance the economic and cultural vitality of the greater Green Bay community
- 6) Sustain the health of the environment and natural resources.

New Leaf Market Cooperative began selling member shares in October of 2010. In June of 2011, after membership had reached 300 member/owners, New Leaf Market Cooperative held its first membership meeting. The first board of directors was elected at the meeting.

New Leaf Foods, a complementary 501(c)(3) organization was created to provide education regarding food and food issues, offering an educational facility for classes on nutrition, cooking, gardening, etc.

The chart on page 6 shows the relationship between the two organizations and their different goals and activities.

B. Ownership

New Leaf Market Cooperative, Inc. was incorporated on July 28, 2010 under Wisconsin Statute 185.05. At that time, the corporation authorized 1,000 shares of \$180 Class A common stock, and 1,000 shares of Class B \$25 preferred stock

On September 1, 2015, New Leaf Market Cooperative had 835 member/owners. Total member equity at that time was \$143,095. At the store opening, New Leaf Market plans to have 1,500 member/owners with total member equity of about \$267,000.

GOALS	ACTIVITIES	
	New Leaf Market Cooperative	New Leaf Foods, Inc.
Improve Access to Healthy Food	• Sell healthy food at fair prices. • Offer bulk quantities of healthy staple foods. • Offer healthy food from diverse food traditions. • Be open to all, not just members. • Include familiar healthy brands in product mix. • Promote inclusive co-op membership, jobs, and leadership.	• Support family, community and school gardens: urban agriculture: community-supported agriculture: and farmers markets. • Connect food pantries and schools with local farmers and producers of healthy foods. • Provide inclusive education, training and leadership opportunities. • Provide educational programs at no or low cost to residents of modest means.
Promote Wellness	• Offer a wide-range of organic foods. • Provide nutritional and food preparation information and recipes on products. • Supply healthy foods daily and year round. • Promote fresh local produce • Offer personal care products and supplements that support health	• Provide classroom, demonstration kitchen and meeting space for healthy food education programs. • Sponsor educational programs on nutrition, food preparation, diverse healthy cuisine, growing healthy foods, and sustainable agriculture. • Support farm-to-school and farm-to-institution programs, sponsorship of local food events and fund-raisers, support for community-supported agriculture and farmers markets. • Cooperate with hospitals and wellness programs.
Build a Thriving Sustainable Local Food System	• Operate a self-sustaining community-owned business. • Feature and promote locally grown and produced foods. • Support new local food wholesale and retail synergies, such as a local farm co-ops and food hubs. • Create good jobs. • Support development and policies that will sustain healthy, local food. • Connect local consumers to local farmers and producers.	• Promote training, with special emphasis on youth and the underserved, for employment and entrepreneurship in sustainable food system enterprises. • Cooperate to sustain healthy, local food development. • Host website and social media to inform about programs, events, resources, and opportunities related to a sustainable food system. • Promote sustainable local food systems projects, including farmer's markets, community-supported agriculture, and micro-enterprise kitchen incubator. • Cooperate to support the development of a not-for-profit wholesale local food brokerage.
Support a Healthy Natural Environment	• Promote foods produced using agricultural practices for optimal health of consumers and producers. • Highlight products that are safely and sustainably grown and produced. • Feature organic foods. • Feature products that support responsible treatment of living things impacted by the food chain.	• Conduct research, networking events, conferences, training, and presentations on relationship between healthy food and a sound environment. • Offer education about how to produce food using sustainable growing, processing, and distribution practices. • Educate about recycling and composting of waste.
Promote a Healthy Community	• Make De Pere a destination for healthy local food. • Provide a vital amenity. • Spark new business synergies.	• Centralize educational, charitable health community food projects in downtown De Pere • Create a gathering space for local farmers and consumers, chefs and diners, food educators and learners.



COMMUNITY DEVELOPMENT INVESTMENT GRANT

Thank you for your interest in applying for a Community Development Investment (CDI) Grant through the Wisconsin Economic Development Corporation. The grant is intended to support shovel ready, catalytic projects in Wisconsin communities that lead to job opportunities, enhanced property values and/or leveraged investment by local and private partners with an emphasis on traditional commercial districts. As Wisconsin is fortunate to have a number of great communities, each with unique opportunities to enhance and support local business growth, the grant process is competitive with projects evaluated based on their ability to influence economic conditions in the state.

Grant Summary:

Applicant: Municipalities, tribal entities and other governmental authorities (Applicants may only receive one CDI grant award per fiscal year)

Grant: For implementation: Funds up to 25% of eligible project expenses not to exceed \$250,000
For planning: Funds up to 25% of eligible project expenses not to exceed \$50,000

Application Process:

The FY 2015 Community Development Investment Grant application process is a single competitive application process with a deadline of November 13, 2015. The following steps summarize the process communities should follow when applying for a CDI grant.

- Step 1: Meet with your Community Account Manager to discuss the project
- Step 2: Submit a complete application with all attachments by the due date
- Step 3: Committee reviews, discusses and scores the applications. At this time the review committee may ask for clarification on key items.
- Step 4: Based on scores and committee discussion, top projects proceed to formal underwriting process. This process includes background checks on both applicants and developers, review of project financials and other key factors for approval. The lead underwriter also presents the project to the full underwriting team for approval.
- Step 5: With underwriting approval, a successful application will be presented before Management Review Committee (MRC). With approval from MRC, a Letter of Intent will be issued and sent to the applicant.
- Step 6: Once a Letter of Intent is received, the project can start. Applicants that did not receive grants funds in this round will also be notified at this time.

Tips for writing a successful grant:

The review committee and underwriting team review each grant thoroughly. They make every effort to ensure each project is reviewed on its own merits. To assist the committee and underwriting team in finding the information they are seeking in each application, here are a few tips to writing a successful application:

General Tips:

- Meet with your Community Account Manager to discuss the project and determine scope
- In the narrative and attachments, follow the same headings as the grant application
- Back up statements in the narrative sections with references to documents in the attachments. If referencing documents from an attachment in your narrative, please cite the attachment number and page numbers in which the information can be found
- Please ensure that no file you submit is larger than 25MB in size
- If submitting more than one file, please name each file sequentially with the appropriate reference to the application, e.g. 01-CDI -MunicipalityName-Application and Narratives; 02-MunicipalityName-Attachment K-1 to K-2 Map and Redevelopment Plan; 03-MunicipalityName-

Attachment K-3 to K-4 Budget Narrative and Cost Estimates; 04-MunicipalityName-Attachments K-5 Development Agreement; etc.

- Clearly define the funds needed and match source(s) to uses in the budget template provided
- Applicant and project partners should be current on all previous awards

Grant funds should not be allocated to ineligible expenses. The following costs are not eligible for CDI grant funds OR as part of the required 75% match:

- | | |
|---------------------------------|--|
| – Past costs | – Taxes |
| – In-kind contributions | – Construction or liability insurance |
| – Grant application preparation | – Performance or payment bonds |
| – Financing fees | – Contingencies |
| – Taxes | – Professional fees/Soft Costs (unless part of a planning grant application) |
| – Interest | |
| – Permits | |
| – Acquisition costs | |

- Review the scoring criteria and provide the strongest documentation possible for the information being assessed

Narrative tips:

1. Impact on Community (45 points available)
Successful applicants demonstrated how the project would support business growth in the community. Projects also supported best smart growth practices and downtown redevelopment strategies. Applicants also clearly and succinctly defined the project and how it will catalyze additional development in the community including specifics regarding how the project creates jobs, enhances tax base, stimulates private investment and enhances the quality of life. Projects also demonstrated community wide support. Supporting documents that assist in communicating, renderings, site maps relative to other community initiatives, tenant commitments, letters of support, etc.
2. Financial Justification (20 points available)
Successful applicants will justify the need for additional financial assistance based on the inability of public and/or private sector partners to complete the project with available funds. In addition to indicating the anticipated use of CDI funds in the budget, successful projects will describe limitations in TIF, debt capacity, financial institution requirements or cash flow restrictions creating a need for additional funds and/or identify specific elements of the project which pose a burden for the project. It is a best practice for projects to provide a budget sufficiently detailed to make clear that these elements are excluded from the match (they should be indicated in the bottom section titled 'ineligible expenses'). As an example, contractor fees and general site conditions are too general of categories to be included in the budget. The budget narrative will need to further define these aspects of the project. Relevant supporting materials: TIF information, project pro forma, etc.
3. Previous Planning Efforts (15 points available)
Successful applicants provide information on how the project integrates with the community's vision, project viability, and connectivity to other initiatives. Relevant supporting materials: building feasibility studies, downtown/district plans, comprehensive plans and other documents (please reference page numbers)
4. Readiness to Proceed (20 points available)
Successful applicants demonstrate the project is clearly ready to proceed. This includes financial readiness as well as the implementation timeline. Strong applications will have documentation of committed financing. If financing has contingencies, it is recommended that applicants share current efforts/timeline to release the contingencies. Applications should also include a realistic timeframe, identifying key approval dates and other milestones. Relevant supporting materials: financing commitment letters, timelines, development agreements, lease commitments, etc.
5. Other Factors (Bonus) (10 points available)

The section is for the underwriter to address any other factors that were not calculated in the scoring process. Examples could include collaboration between communities, part of a larger project, capacity for creating a best practice or other aspects that enhance the livability and economic viability of the community.

What happens if successful?

Once an award letter is issued, project costs can be attributed to grant and matching funds, and the associated work can begin. If for some reason, the awardee does not execute the contract, costs will not be paid. A formal contract will arrive approximately 30 days after an award letter is issued. As part of the grant award, the awardee will have reporting and documenting requirements including:

- Semi-annual reports which will include a financial overview and narrative summary on the progress of the Project to date as well as key metrics, which include: job creation, job retention, leverage investment, property tax assessment, etc.
- For awards over \$100,000, a Schedule of Expenditures, which includes the engagement of a certified public accountant to determine whether the grant funds and any matching funds were expended in accordance with the grant contract.

The contract will also include the form to request payment. To request funds, the form must be filled out and the proper documentation (e.g. detailed invoices, proof of payment) should be included. Additionally, all contract obligations must be in compliance to receive payment. As it takes time to review the documentation provided, please note that the average reimbursement timeframe is 30-45 days.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

Community Development Investment Application

A. GRANT REQUEST

Grant Request: \$ _____ + Applicant Leverage: \$ _____ = Total Project Cost: \$ _____

Name of WEDC Community Account Manager: _____

B. APPLICANT INFORMATION

Legal Name: _____

Applicant Type: ☐ City ☐ Town ☐ Village ☐ County ☐ Tribal Entity

FEIN #: _____

Address: _____

City, State, Zip: _____

Telephone #: _____

Internet Address: www. _____

NAICS (for end use): _____

C. LOCAL GOVERNMENT CONTACTS

Primary Contact:

Name: _____ Title: _____

Address (if different): _____

Phone: _____ Email: _____

Highest Elected Official:

Name: _____ Title: _____

Address (if different): _____

Phone: _____ Email: _____

Official Authorized to Sign Contracts:

Name: _____ Title: _____

Address (if different): _____

Phone: _____ Email: _____

Individual to Receive Grant Payments:

Name: _____ Title: _____

Address (if different): _____

Phone: _____ Email: _____

Reporting Contact:

Name: _____ Title: _____

Address (if different): _____

Phone: _____ Email: _____

D. SECONDARY CONTACT (e.g. consultant, developer, partner, as applicable):

Name: _____ Title: _____

Organization: _____

Explain Role: _____

Address: _____

City, State, Zip: _____

Tele. #: _____ Fax #: _____

Email Address: _____

Attachment: FY16-Community Development Investment Application (4123 : Resolution 15-124)

E. PROJECT AREA DETAILSProject Location: ☐ City ☐ Town ☐ Village Of:

County:

Project Site Address:

Is the project located in a TID? ☐ Yes ☐ No If yes, creation date:Is the project located in a State or Federally declared disaster area? ☐ Yes ☐ NoIf yes, was the declaration within the 24 months prior to submitting an application? ☐ Yes ☐ No

If yes, date of declaration:

Does the applicant or end user currently own the property on which work is to occur? ☐ Yes ☐ No

If no, how do you have or expect to obtain ownership or access to the property?

☐ Condemnation

Timeframe:

☐ Tax Delinquency

Timeframe:

☐ Purchase (attach purchase agreement or option)

Timeframe:

☐ Development Agreement

Timeframe:

☐ Other:

Timeframe:

If applicant will not own the property, what entity will/does?

Current Site Ownership:

Phone:

Email:

Final Site Ownership:

Phone:

Email:

F. REDEVELOPMENT NARRATIVES (reference Required Supporting Documentation as needed)**1. Project Description and Impact on Community (three page limit):**

- a. Describe the project, its implementation and the significance of this project to the community
- b. Describe any public/private partnerships developed and the extent to which the applicant can ensure that all of the activities outlined within this application will be undertaken? (e.g. capacity of applicant and partners, conditions of loan agreements, status of development agreements, etc.)
- c. Which eligible activity (ies) does this project fall under?

☐ Building renovation	☐ New construction
☐ Historic preservation	☐ Infrastructure reinvestment
☐ Demolition	☐ Professional services (planning request only)
- d. Describe the potential of the project to enhance the economic viability of the community (e.g. tax base increases, job creation, stimulation of private investment). A response should detail the potential for both temporary and permanent jobs at the project site as well as the potential for job creation to occur in the area. To the extent possible, provide detail on the potential types of jobs, wage rates and health benefits associated with the jobs that are identified.
- e. Describe the potential for the project to promote economic development in the neighborhood, community, county and/or region.
- f. Describe the potential for the project to act as a catalyst for additional commercial development or investment.

2. Financial Justification (two page limit):

- a. Describe the various methods that will be used to fund the project and include the progress of establishing or receiving funds.
- b. Describe the financial need for grant funding that cannot be met through private sector sources (e.g. traditional financing, equity investment or donor support), public sector support (e.g. RLF

financing, TIF financing, and public borrowing) or a reduction in the scope of the project.

- c. Explain why incentive assistance is needed to ensure this project will happen in Wisconsin.

3. Previous Planning Efforts (two page limit):

- a. The extent to which this project is included in and/or complements previous regional or municipal planning efforts (please reference section and page numbers of the plan).
- b. The extent to which the project supports best smart growth practices; best downtown redevelopment practices; and has community wide support.

4. Readiness to Proceed (two page limit):

- a. Describe past and planned project activities with timelines, including planning process, site control, environmental condition, and a project implementation schedule.
- b. Provide detailed descriptions of intended property transactions to occur over the next five years.
- c. Describe financing commitments and any contingencies that apply.

G. PROJECT TIMELINE

Start Date:

End Date:

H. PROJECTED ECONOMIC DEVELOPMENT

How many jobs will likely be created as a result of this project?

a. Full-time (>35 hours/week):

Type of Positions	Direct	Indirect	Avg. Base Hrly	Healthcare
	☐	☐	\$	☐
	☐	☐	\$	☐
	☐	☐	\$	☐
	☐	☐	\$	☐
	☐	☐	\$	☐

b. Part-time (≤35 hours/week):

Type of Positions	Direct	Indirect	Avg. Base Hrly	Healthcare
	☐	☐	\$	☐
	☐	☐	\$	☐
	☐	☐	\$	☐
	☐	☐	\$	☐
	☐	☐	\$	☐

c. Temporary (construction, etc.):

Type of Positions	Direct	Indirect	Avg. Base Hrly	Healthcare
	☐	☐	\$	☐
	☐	☐	\$	☐
	☐	☐	\$	☐
	☐	☐	\$	☐
	☐	☐	\$	☐

Current assessed value of the property or district in which work is occurring:

Projected assessed value of the property or district in which work is occurring:

A detailed justification of these estimates should be provided in the narrative requested in section 1.d above.

I. LEGAL INFORMATION	YES/NO
Has the applicant, or any owner, officer, subsidiary or affiliate, been involved in a lawsuit in the last 5 years?	☐ Yes ☐ No
Has the applicant, or any owner, officer, subsidiary or affiliate, ever been involved in a bankruptcy or insolvency proceeding or are any such proceedings pending?	☐ Yes ☐ No
In the last 5 years, has the applicant, or any owner, officer, subsidiary or affiliate, been charged with a crime, ordered to pay or otherwise comply with civil penalties imposed, or been the subject of a criminal or civil investigation?	☐ Yes ☐ No
Does the applicant, or any owner, officer, subsidiary or affiliate, have any outstanding tax liens?	☐ Yes ☐ No
Applicant certifies that they have completed a similar background review of the developer or any pass through recipient	☐ Yes ☐ No
Please attach a detailed explanation of any YES responses.	

J. STATE REQUESTS FOR BID OR PROPOSAL
Are you aware of any State of Wisconsin request for bid or request for proposal to which the applicant intends to respond or to which the applicant or has recently responded? ☐ Yes ☐ No
If yes, please provide the following: - Identify the bid or request for proposal (e.g., bid number, or general description or title). - Identify the state agency or public entity to which you are submitting the bid or proposal. - Explain the status of the bid or proposal (e.g., recently submitted; considering submission; in current negotiations). Please note that if you answer “yes”, WEDC may not be able to discuss potential financial assistance until the request for bid or request for proposal process has been completed.

K. REQUIRED SUPPORTING DOCUMENTATION CHECKLIST

Please include the following attachments:	Included ✓	Attachment #
1. Map. A map indicating the project location within its municipal jurisdiction and any specially designated federal, state or local economic or taxation zone encompassing the project site. Photographs of the site and surrounding area.	☐	
2. Redevelopment Plan. A copy of any applicable redevelopment plan pertaining to the project.	☐	
3. Budget Narrative. Narrative describing each line item included in the project budget. The budget should only include eligible costs.	☐	
4. Cost Estimates. A copy of any cost estimates or bidding conducted for costs listed in the project budget, or an explanation of the basis for all costs.	☐	
5. Development Agreement. A copy of any applicable development agreement with private parties benefitting from project implementation. (If unsigned, signed copy must be submitted prior to first disbursement)	☐	
6. Financing Commitments. Documentation that demonstrates the success of obtaining financing (e.g. commitment letters from lending institutions, municipal resolutions for financing or TID creation).	☐	
7. Organization. A chart illustrating the ownership, development, and financing organization/structure of the project naming all entities committed at the time of submission and showing ownership percentages for any individual or entity involved. For any committed end users or partners having any ownership in the property, provide a history of the individual or company's operations with resumes detailing relevant experience and involvement and percentage of ownership if applicable.	☐	
8. Individuals owning 20% or more of the project may be required to submit signed and dated personal financial statement.	☐	

L. OPTIONAL DOCUMENTATION HELPFUL IN PROJECT EVALUATION

	Included ✓	Attachment #
1. Pro forma	☐	
2. Municipal planning (relevant sections only)	☐	
3. Statements from community, public and community development leaders that support the project proposed for funding	☐	

Attachment: FY16-Community Development Investment Application (4123 : Resolution 15-124)

M. REAL ESTATE PROFORMA INFORMATION (IF APPLICABLE)	
1. What is the market rate for triple net* rent in the project's market?	
2. What is the project's average triple net rent?	
3. If the project's rent is less than general market conditions, please provide an explanation of why:	
4. How much equity is the development entity investing in the project?	
5. What is the anticipated vacancy rate?	
6. How much debt can the project service at what rate and term with what minimum Debt Coverage Ratio?	
7. What is the average rate of return for the first five years of the project once the building is placed in service? Please define the formula utilized to determine the rate:	
If the project does not provide a return on investment, please explain how the development entity anticipates covering the costs associated to the development:	

* Triple net rent is the base rent that does not include any utility, common area, maintenance, insurance nor taxes.

N. CERTIFICATION STATEMENT

This application, and the information being submitted to WEDC, is true and correct to the best of my (our) knowledge. This also certifies that:

1. The applicant certifies that to the best of its knowledge and belief, the information being submitted to WEDC is true and correct.
2. The applicant understands submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.
3. The applicant certifies that it is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.
4. The applicant certifies that it is not in default under the terms and conditions of any grant or loan agreements, leases, or financing arrangements with its other creditors.
5. The applicant understands this application and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, § 19.31 et seq. The applicant will mark documents "confidential" where appropriate for financial and other sensitive materials that should be, to the extent possible, be kept in confidence. WEDC will notify the applicant if it receives a public records request for materials marked confidential.
6. The applicant certifies that WEDC is authorized to obtain a credit check and Dun and Bradstreet on the applicant, the business and/or the individual(s).
7. The recipient of Community Development Investment Grant funds shall enter into a contract with WEDC that may require, at the discretion of WEDC, a personal or business guarantee from any private owner of the site with more than 20% ownership interest.
8. The recipient of Community Development Investment Grant funds shall provide WEDC verified statements, semi-annual project reports, financial reports, and a financial audit in accordance with the contract between parties.
9. The applicant understands that grant eligibility is limited to only one non-planning or marketing Community Development Investment Grant per fiscal year.
10. Funds received for remediation under the Community Development Investment Grant program shall not replace funds from any other source including Agri-Chemical, Petroleum Environmental Cleanup Act and the Superfund.
11. Funds received under the Community Development Investment Grant program shall not be used for environmental remediation costs where there is a known viable causer of contamination with ownership interest in the property.
12. The applicant certifies that it has disclosed and will continue to disclose any occurrence or event that could have an adverse material impact on the project. Adverse material impact includes but is not limited to lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory intervention or inadequate capital to complete the project.
13. The applicant will provide signage, according to WEDC specifications, at the project site indicating WEDC financial participation should grant funds be provided to the project.
14. The applicant is will identify WEDC participation in planning and feasibility documents should grant funds be provided to produce the documents.
15. WEDC financial assistance is needed to ensure the project will happen in Wisconsin.

Attachment: FY16-Community Development Investment Application (4123 : Resolution 15-124)

Signature: _____ Date: _____

(Authorized Representative)

Printed Name:

Title:

O. PROPOSED PROJECT BUDGET

PROJECT ACTIVITIES*	SOURCES OF FUNDING* (TIF, DNR, CDBG, USDA, Bank, Developer Equity, etc.)						TOTAL	
	WEDC	SOURCE #1 NAME:	SOURCE #2 NAME:	SOURCE #3 NAME:	SOURCE #4 NAME:	SOURCE #5 NAME:		
Building Renovations^	0	0	0	0	0	0	\$	0
Demolition	0	0	0	0	0	0	\$	0
New Construction^	0	0	0	0	0	0	\$	0
Site Improvements	0	0	0	0	0	0	\$	0
Other:	0	0	0	0	0	0	\$	0
Other:	0	0	0	0	0	0	\$	0
Other:	0	0	0	0	0	0	\$	0
Other:	0	0	0	0	0	0	\$	0
SUBTOTAL	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
OTHER ACTIVITIES**								
Property Acquisition	0	0	0	0	0	0	\$	0
Other:	0	0	0	0	0	0	\$	0
Other:	0	0	0	0	0	0	\$	0
TOTAL	\$	\$	\$	\$	\$	\$	\$	\$

****Please provide the following for the sources listed above***

Source	Source Name:	Contact Name:	Contact Title	Email Address	Phone Number
1.					
2.					
3.					
4.					
5.					

*Project Activities are those activities that are reimbursable through the Community Development Investment Grant and that count towards the required 3:1 match.

**Other Activities are those activities that demonstrate the financial investment necessary for project completion but are not reimbursable, nor do they count towards the required 3:1 match. They will count towards the total applicant leverage stated on page 1 of the Application.

Do not include ineligible expenses including: Past costs; In-kind contributions; Grant application preparation; Financing fees; Permits; Acquisition costs; Taxes; Interest; Construction or liability insurance; Performance or payment bonds; Contingencies; Professional fees/Soft Costs (unless part of a planning grant application)

LEASE NOTE: This summary budget should reflect the numbers presented in the budget narrative (Attachment K-3).

Double Click W-9 Object for fillable form and instructions.

Form (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
--	--	---

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number -	OR Employer identification number -
--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form W-9 (Rev. 12-2014)

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

MEETING DATE: November 3, 2015

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Appointment to Brown County Plan Commission by Mayor Walsh.

ATTACHMENTS:

- October 30, 2015 Appointment Letter (DOC)

Memo**City of De Pere**

To: City Council Members
From: Michael J. Walsh, Mayor
Subject: Appointment
Date: October 30, 2015

I am submitting the following name for appointment at the October 30, 2015 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with the individual being submitted for your approval.

Commission

Brown County Plan Commission

Appointment

Kimberly Flom/Appointment

Attachment: October 30, 2015 Appointment Letter (4108 : Appointment to Brown County Plan Commission by Mayor Walsh.)

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

MEETING DATE: November 3, 2015
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 11-3-15 VOUCHERS (PDF)

10/27/2015 1:16 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 04941 NOV 2015 COUNCIL - 1 11-3-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0302	AIRGAS USA LLC							
	I-9930611157	AIRGAS USA LLC	R	11/03/2015		204.00CR	076643	
	I-9930611635	AIRGAS USA LLC	R	11/03/2015		317.30CR	076643	521.30
3962	AMERICAN WATER WORKS ASSOCIATION							
	I-7001087974	AMERICAN WATER WORKS ASSOCIATI	R	11/03/2015		3,461.00CR	076644	3,461.00
6989	AMP TRILLIUM CNG (1700)							
	I-INV0014649	AMP TRILLIUM CNG (1700)	R	11/03/2015		4,519.81CR	076645	4,519.81
5604	AURORA BAYCARE MED CTR LLC							
	I-TT237	AURORA BAYCARE MED CTR LLC	R	11/03/2015		334.09CR	076646	334.09
0027	BAY TOWEL INC							
	I-2061663	BAY TOWEL INC	R	11/03/2015		60.02CR	076647	
	I-2063093	BAY TOWEL INC	R	11/03/2015		44.02CR	076647	
	I-2063094	BAY TOWEL INC	R	11/03/2015		72.41CR	076647	
	I-206643	BAY TOWEL INC	R	11/03/2015		39.28CR	076647	
	I-2066641	BAY TOWEL INC	R	11/03/2015		45.16CR	076647	
	I-2068700	BAY TOWEL INC	R	11/03/2015		132.26CR	076647	
	I-2068716	BAY TOWEL INC	R	11/03/2015		60.46CR	076647	453.61
0028	BAY VERTE MACHINERY INC							
	I-260248-00	BAY VERTE MACHINERY INC	R	11/03/2015		99.99CR	076648	99.99
0536	CDW GOVERNMENT INC							
	I-ZN45019	CDW GOVERNMENT INC	R	11/03/2015		16.47CR	076649	
	I-ZN80103	CDW GOVERNMENT INC	R	11/03/2015		2,973.30CR	076649	2,989.77
2708	CLEANING SOLUTION SERVICES INC							
	I-10990	CLEANING SOLUTION SERVICES INC	R	11/03/2015		1,265.00CR	076650	1,265.00
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1777086	EMERGENCY MEDICAL PRODUCTS INC	R	11/03/2015		90.37CR	076651	90.37
7265	FIRE CATT LLC							
	I-WI-4918	FIRE CATT LLC	R	11/03/2015		2,788.75CR	076652	2,788.75
0200	FIRST SUPPLY GREEN BAY LLC							
	I-3208607-00	FIRST SUPPLY GREEN BAY LLC	R	11/03/2015		9.10CR	076653	
	I-3548999-00	FIRST SUPPLY GREEN BAY LLC	R	11/03/2015		1.76CR	076653	10.86

Attachment: 11-3-15 VOUCHERS (4097 : Voucher Approval.)

10/27/2015 1:16 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 04941 NOV 2015 COUNCIL - 1 11-3-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0562	GALL'S INC							
	I-4179592	GALL'S INC	R	11/03/2015		181.79CR	076654	
	I-4190307	GALL'S INC	R	11/03/2015		66.09CR	076654	
	I-4219002	GALL'S INC	R	11/03/2015		93.94CR	076654	341.82
2495	GLAXOSMITHKLINE							
	I-32852521	GLAXOSMITHKLINE	R	11/03/2015		762.80CR	076655	762.80
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-980596456	GRAYBAR ELECTRIC COMPANY INC	R	11/03/2015		17.12CR	076656	17.12
0124	GREEN BAY CITY TREASURER							
	I-103132	GREEN BAY CITY TREASURER	R	11/03/2015		231.79CR	076657	
	I-103133	GREEN BAY CITY TREASURER	R	11/03/2015		257.80CR	076657	
	I-103134	GREEN BAY CITY TREASURER	R	11/03/2015		214.45CR	076657	704.04
0446	HAWKINS INC							
	I-3784921 RI	HAWKINS INC	R	11/03/2015		601.96CR	076658	601.96
3521	HD SUPPLY WATERWORKS LTD							
	I-E602073	HD SUPPLY WATERWORKS LTD	R	11/03/2015		3,817.77CR	076659	
	I-E668857	HD SUPPLY WATERWORKS LTD	R	11/03/2015		1,210.85CR	076659	
	I-E684161	HD SUPPLY WATERWORKS LTD	R	11/03/2015		580.00CR	076659	5,608.62
7266	HOLTON BROTHERS INC							
	I-986	HOLTON BROTHERS INC	R	11/03/2015		6,880.00CR	076660	
	I-987	HOLTON BROTHERS INC	R	11/03/2015		5,500.00CR	076660	12,380.00
1399	INDOFF INC							
	I-2695102	INDOFF INC	R	11/03/2015		52.38CR	076661	
	I-2698386	INDOFF INC	R	11/03/2015		82.93CR	076661	
	I-2699550	INDOFF INC	R	11/03/2015		113.82CR	076661	249.13
5778	INSITUFORM TECHNOLOGIES USA INC							
	I-15-03 (2)	INSITUFORM TECHNOLOGIES USA IN	R	11/03/2015		38,521.80CR	076662	38,521.80
3295	JOHN'S REFREGGERATION INC							
	I-110555-IN	JOHN'S REFREGGERATION INC	R	11/03/2015		117.00CR	076663	117.00
2602	JOSSART BROTHERS INC							
	I-7-31	JOSSART BROTHERS INC	R	11/03/2015		993.60CR	076664	
	I-9-34	JOSSART BROTHERS INC	R	11/03/2015		3,692.77CR	076664	
	I-9-35	JOSSART BROTHERS INC	R	11/03/2015		1,779.92CR	076664	
	I-9-36	JOSSART BROTHERS INC	R	11/03/2015		1,454.09CR	076664	
	I-9-37	JOSSART BROTHERS INC	R	11/03/2015		1,540.06CR	076664	
	I-9-38	JOSSART BROTHERS INC	R	11/03/2015		1,681.53CR	076664	
	I-9-39	JOSSART BROTHERS INC	R	11/03/2015		1,558.83CR	076664	
	I-9-40	JOSSART BROTHERS INC	R	11/03/2015		1,303.53CR	076664	
	I-9-41	JOSSART BROTHERS INC	R	11/03/2015		1,303.53CR	076664	
	I-JB 189	JOSSART BROTHERS INC	R	11/03/2015		326.60CR	076664	15,634.46

Attachment: 11-3-15 VOUCHERS (4097 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
1276	JX ENTERPRISES INC							
	I-D-252800054	JX ENTERPRISES INC	R	11/03/2015		7.82CR	076665	
	I-D-252810011	JX ENTERPRISES INC	R	11/03/2015		155.08CR	076665	
	I-D-252810122	JX ENTERPRISES INC	R	11/03/2015		3.48CR	076665	
	I-D-252820032	JX ENTERPRISES INC	R	11/03/2015		38.80CR	076665	
	I-D-252850017	JX ENTERPRISES INC	R	11/03/2015		5.95CR	076665	
	I-D-252870133	JX ENTERPRISES INC	R	11/03/2015		91.87CR	076665	303.00
7269	K KELLY INC							
	I-HS-4260	K KELLY INC	R	11/03/2015		6,552.00CR	076666	6,552.00
0156	LAWSON PRODUCTS INC							
	I-9303621641	LAWSON PRODUCTS INC	R	11/03/2015		437.04CR	076667	437.04
1105	LEDGEVIEW, TOWN OF							
	I-201510275231	LEDGEVIEW, TOWN OF	R	11/03/2015		5,495.83CR	076668	5,495.83
6198	MAILFINANCE							
	I-H5595440	MAILFINANCE	R	11/03/2015		300.00CR	076669	
	I-N5556584	MAILFINANCE	R	11/03/2015		314.73CR	076669	614.73
0163	MCC INC							
	I-63923	MCC INC	R	11/03/2015		85.00CR	076670	85.00
0173	MENARDS INC							
	C-71394	MENARDS INC	R	11/03/2015		1.35	076671	
	I-71337	MENARDS INC	R	11/03/2015		227.86CR	076671	
	I-71388	MENARDS INC	R	11/03/2015		25.36CR	076671	
	I-71774	MENARDS INC	R	11/03/2015		13.59CR	076671	
	I-72466	MENARDS INC	R	11/03/2015		29.97CR	076671	295.43
7267	MULTIMEDIA COMMUNICATIONS & ENGINEERING INC							
	I-2337	MULTIMEDIA COMMUNICATIONS & EN	R	11/03/2015		315.00CR	076672	315.00
5552	NFPA							
	I-6533707Y	NFPA	R	11/03/2015		94.10CR	076673	94.10
3191	NIELSON COMMUNICATIONS INC							
	I-AT10271	NIELSON COMMUNICATIONS INC	R	11/03/2015		49.90CR	076674	49.90
0531	NORTHEAST AUTO PARTS INC							
	I-305599	NORTHEAST AUTO PARTS INC	R	11/03/2015		52.14CR	076675	
	I-305623	NORTHEAST AUTO PARTS INC	R	11/03/2015		5.29CR	076675	
	I-305636	NORTHEAST AUTO PARTS INC	R	11/03/2015		35.38CR	076675	
	I-305681	NORTHEAST AUTO PARTS INC	R	11/03/2015		33.38CR	076675	126.19

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PACKET: 04941 NOV 2015 COUNCIL - 1 11-3-15

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
0571	NORTHERN PIPE EQUIPMENT INC							
	I-320	NORTHERN PIPE EQUIPMENT INC	R	11/03/2015		63.70CR	076676	63.70
7268	NORTHSTAR FUR & TRADING							
	I-60659	NORTHSTAR FUR & TRADING	R	11/03/2015		1,077.00CR	076677	1,077.00
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-162548	OSHKOSH FIRE & POLICE EQUIPMEN	R	11/03/2015		90.00CR	076678	90.00
0588	PERFORMA INC.							
	I-11584	PERFORMA INC.	R	11/03/2015		2,501.35CR	076679	2,501.35
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-60495	PM SUPPLY - WRIGHT INDUSTRIAL	R	11/03/2015		310.60CR	076680	310.60
0395	PRO ONE JANITORIAL INC							
	I-106123	PRO ONE JANITORIAL INC	R	11/03/2015		979.00CR	076681	979.00
6991	PROFESSIONAL SERVICE INDUSTRIES, INC.							
	I-393312	PROFESSIONAL SERVICE INDUSTRIE	R	11/03/2015		7,929.80CR	076682	7,929.80
0218	PROMOTIONAL DESIGNS INC							
	I-254030	PROMOTIONAL DESIGNS INC	R	11/03/2015		257.02CR	076683	257.02
0228	RENT A FLASH OF WISCONSIN INC							
	I-49795	RENT A FLASH OF WISCONSIN INC	R	11/03/2015		3,656.80CR	076684	3,656.80
4875	SANOFI PASTEUR							
	I-905362460	SANOFI PASTEUR	R	11/03/2015		158.81CR	076685	
	I-905376681	SANOFI PASTEUR	R	11/03/2015		207.62CR	076685	366.43
3234	SHERWIN WILLIAMS							
	I-8536-7	SHERWIN WILLIAMS	R	11/03/2015		1,880.00CR	076686	1,880.00
3545	SHORT ELLIOTT HENDRICKSON INC							
	I-305035	SHORT ELLIOTT HENDRICKSON INC	R	11/03/2015		2,868.00CR	076687	2,868.00
2683	SOMMERS CONSTRUCTION CO INC							
	I-15-06 (2)	SOMMERS CONSTRUCTION CO INC	R	11/03/2015		72,352.29CR	076688	72,352.29
4842	THOMSON REUTERS							
	I-832741988	THOMSON REUTERS	R	11/03/2015		398.66CR	076689	398.66

Attachment: 11-3-15 VOUCHERS (4097 : Voucher Approval.)

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PACKET: 04941 NOV 2015 COUNCIL - 1 11-3-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
1691	BRIAN THOMSON							
	I-201510275232	BRIAN THOMSON	R	11/03/2015		158.40CR	076690	158.40
0268	TRUCK EQUIPMENT INC							
	I-658927-00	TRUCK EQUIPMENT INC	R	11/03/2015		6.80CR	076691	6.80
0417	TWEET GAROT MECHANICAL INC							
	I-25930	TWEET GAROT MECHANICAL INC	R	11/03/2015		1,800.00CR	076692	1,800.00
0416	TWIRL SEWER SERVICE							
	I-17746	TWIRL SEWER SERVICE	R	11/03/2015		435.00CR	076693	435.00
0857	USA BLUEBOOK							
	I-767255	USA BLUEBOOK	R	11/03/2015		305.67CR	076694	305.67
7071	USIC LOCATING SERVICES LLC							
	I-145501	USIC LOCATING SERVICES LLC	R	11/03/2015		238.00CR	076695	238.00
3085	VANDERLOOP'S SHOES INC							
	I-S02-10002409-0	VANDERLOOP'S SHOES INC	R	11/03/2015		80.00CR	076696	80.00
4770	VERIZON WIRELESS							
	I-9753799383	VERIZON WIRELESS	R	11/03/2015		546.13CR	076697	546.13
6093	WALT'S PETROLEUM SERVICE INC							
	I-75668	WALT'S PETROLEUM SERVICE INC	R	11/03/2015		482.57CR	076698	482.57
2645	WI DEPT OF JUSTICE							
	I-201510275233	WI DEPT OF JUSTICE	R	11/03/2015		329.00CR	076699	329.00
6118	WI DEPT OF JUSTICE - TIME							
	I-T19803	WI DEPT OF JUSTICE - TIME	R	11/03/2015		300.00CR	076700	
	I-T19804	WI DEPT OF JUSTICE - TIME	R	11/03/2015		693.00CR	076700	993.00
7021	WILSON CARSTAR COLLISION GREEN BAY							
	I-28882	WILSON CARSTAR COLLISION GREEN	R	11/03/2015		742.40CR	076701	
	I-30099	WILSON CARSTAR COLLISION GREEN	R	11/03/2015		549.67CR	076701	1,292.07
7219	WKSZ-FM							
	I-IN-11510138032	WKSZ-FM	R	11/03/2015		240.00CR	076702	240.00

* * T O T A L S * *

NO#

DISCOUNTS

CHECK AMT

TOTAL APPLIED

REGULAR CHECKS:

60

0.00

207,478.81

207,478.81

HANDWRITTEN CHECKS:

0

0.00

0.00

0.00

PRE-WRITE CHECKS:

0

0.00

0.00

0.00

DRAFTS:

0

0.00

0.00

0.00

VOID CHECKS:

0

0.00

0.00

0.00

NON CHECKS:

0

0.00

0.00

0.00

CORRECTIONS:

0

0.00

0.00

0.00

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VENDOR SET: 01

BANK : AP ASSOCIATED

	CHECK	CHECK		CHECK	CHECK
VENDOR	NAME / I.D.	DESC	TYPE	DATE	DISCOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	11/2015	53,940.11CR
201	11/2015	62.95CR
208	11/2015	238.00CR
405	11/2015	118,803.89CR
415	11/2015	2,868.00CR
601	11/2015	25,793.80CR
650	11/2015	5,772.06CR
=====		
ALL		207,478.81CR

Attachment: 11-3-15 VOUCHERS (4097 : Voucher Approval.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 3, 2015
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Operator License Applications.

ATTACHMENTS:

- List (PDF)

CITY OF DE PERE - November 3, 2015

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	WALENTOWSKI II, PHILLIP A.	24 WENDY WAY	MENASHA	WI	54952
2	WILHITE, ERIC R.	126 ACREVIEW DR.	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	DECLEENE, STEVEN L.	1334 SCHEURING ROAD	DE PERE	WI	54115
2	DELANEY, NICHOLAS A.	1320 SCHEURING ROAD APT. 8	DE PERE	WI	54115