



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Agenda

Tuesday, October 6, 2015

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **October 6, 2015** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

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

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the September 1, 2015 Special Common Council Meeting.
4. Approval of the Minutes of the September 15, 2015 Common Council Meeting.
5. A Public Hearing on a Conditional Use to allow residential use in the B-1 Central Business District (Parcel ED-844; 102 N. Broadway Street).
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Resolution #15-107, Authorizing and Approving a Conditional Use Permit (Parcel ED-844).
6. Introduction of Kimberly Flom, Director of Economic Development & Planning.
7. Public comment upon matters not on the agenda or other announcements.
8. Recommendation from the License Committee on an Application for a 6 Month Class "B" Beer License for De Pere Deacons Hockey Team submitted by De Pere Deacons Hockey Team, Inc., Agent: David E. Lepp, 1403 Quinnette Ln., De Pere, WI 54115.
9. Recommendation from the Plan Commission to approve the CSM for City Property Located at 102 N. Broadway St. (ED-844). Surveyor: REL.
10. Recommendation from the Plan Commission to approve the 3 Lot CSM for City Property located on American Blvd south of Southbridge Rd. (Parcels WD-L179 and WD-L179-2). Surveyor: REL.
11. Recommendation from the Plan Commission to approve the Precise Implementation Plan for Rennes Rehab Center (200 S. Ninth Street) for a 20,000 sq ft addition, parcel WD-D0201 and WD-D0204-2. Applicant: Plunkett Raysich Architects, LLP.
12. Resolution #15-108, Authorizing Agreement Regarding an Option to Purchase Certain Property Between And Beyond, LLC and the City of De Pere.
13. Resolution #15-109, Disallowance of Claim (Iris Seroogy).

14. Resolution #15-110, Disallowance of Claim (Society Insurance).
15. Resolution #15-111, Authorizing Submission of Natural Resource Damage Assessment (NRDA) Grant Applications.
16. Resolution #15-112, Authorizing Payment to Property Owners by Wisconsin Department of Transportation on Behalf of the City of De Pere for Temporary Limited Easements in Conjunction with the Reconstruction of 8th Street (Project 4085-42-21).
17. Resolution #15-113, Authorizing Office Project Development Agreement (Festival Foods Headquarters).
18. Appointment and re-appointment to various boards and commissions by Mayor Walsh.
19. Voucher Approval.
20. Operator License Applications.
21. Future Agenda Items.
22. 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
Santaga Scott, And Beyond, LLC
Jason Tadych, Broadway Investment Partners, LLC
Chuck Hawkins, TDR Properties, LLC
Rennes Health & Rehab Center
Scott Cieslak, Plunkett Raysich Architects LLP
De Pere Law Building LLC
JDA Enterprises of Wisconsin LLC
TL Brooks Holdings LLC
Aymee Balison
The Lee Building Corp
Journey Community Church Inc.
Sera K Properties LLC
Starry Development LLC
Marc Bilotti
Great Dane LLC
Belle Holdings LLC
Belmont Downtown Enterprises LLC
Lefebvre Investment Co LLC
Wade Conard

Get Reel Entertainment LLC
Thomas Zoeller
Seroogy Brothers LLP
Gillespie Properties LLC
McKim & Lisa Boyd
Marc & Paula Brummel
SAKS Holdings LLC
HZ Properties LLC
Kevin & Wendy Kryshak
Kordes LLC
J & J Enterprises of De Pere LLP
The Hillcrest Partnership #1 LLP
P J S of De Pere LLP
Walgreen Co Real Estate Property Tax
Lighthouse Lube Real Estate LLC
United States Postal Service
R S T Apartments Inc.
De Pere Housing Authority
Terrence Nicholson
Jorgensen Investments C/O JX Enterprises Inc.
Tri-DP LLC
Karen Mastey
Craig Lohrengel
Frank & Sally Jilot
Gary & Tracy Drew
Scott & Mandy Schoeneman
Brian & Sherri Boyce
Minten Properties LLC
Helen Donovan
Jennifer Doering
James Gillis
Luke Ver Boort
Grace Hockers
Janice Marks
Craig & Margaret Lemerond
Susan Mullins
Gary & Deanna Jonet
Lane Petras
Richard & Mary Cerney II
John & Lori Swanson
Mark & Pamela Hillert
Scott & Karla Demille
Matthew Moens
Dianne Homberger
Jodi Haefs
Lamers A & K Properties LLP
West De Pere LLC C/O Autozone Inc. #3959
T & S Land Development, LLC
Mariel Bartolutti, Society Insurance
David Lepp, De Pere Deacons Hockey
Jamie Vesser
Bruce Block
Jeff Weyers

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

MEETING DATE: October 6, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the September 1, 2015 Special Common Council Meeting.

ATTACHMENTS:

- 9-01-2015 Common Council Special Minutes Draft (PDF)



Common Council

335 South Broadway

De Pere, WI 54115

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

Special Untelevised

Draft Minutes

Tuesday, September 1, 2015

6:45 PM

De Pere City Hall Council Chambers

1. Agenda for Said Meeting: The Special Common Council Meeting was called to order on September 1, 2015 at 6:45 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status	Arrived
Michael J. Walsh	Mayor	Present	
Kevin Bauer	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	

2. Hearing to consider the suspension or revocation of the Operator's License issued to Trey Ryan.

The Special Meeting of the Common Council was called to order at 6:46 p.m. The Licensee, Trey W. Ryan, was not present. Aldersperson Raasch moved, seconded by Aldersperson Crevier to recess for 15 minutes. Upon vote, motion carried unanimously. Aldersperson Crevier moved, seconded by Aldersperson Bauer to open the meeting at 6:50 p.m. Upon vote, motion carried unanimously. Mayor Walsh announced the hearing to consider the suspension or revocation of the Operator's License issued to Trey Ryan.

Carla Burns, Court Reporter, transcribed the minutes for the hearing. Her minutes have been placed on file with the City Clerk's Office and are attached as an addendum to these minutes. Green Bay City Attorney James L. Mueller Acted as the Common Council's legal advisor for the hearing, as De Pere City Attorney Judith Schmidt-Lehman brought the charges before the Council and acted in the role of prosecutor.

Green Bay City Attorney James L. Mueller asked the licensee if he had any evidence or exhibits to present; he did not. City of De Pere Attorney Judy Schmidt-Lehman provided her exhibits to the Clerk. Green Bay City Attorney James Mueller asked the licensee if he understood the complaint to which the licensee responded that he did, and he would not be contesting the complaint. City Attorney James Mueller stated that because Trey Ryan would not be contesting the complaint, the proceedings will move directly to closing argument. Aldersperson Donovan moved, seconded by Aldersperson Raasch to enter the exhibits presented by City of De Pere Attorney Judy Schmidt-Lehman into evidence. Upon vote, motion carried unanimously. City of De Pere Attorney Judy Schmidt-Lehman presented her closing argument to the Council. Trey Ryan presented his closing argument to the Council. Mayor Walsh read the closed session language; Aldersperson Crevier moved, seconded by Aldersperson Rafferty to enter into closed session. Upon roll call vote, motion carried unanimously.

- c. The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.
3. Decision, if any, on the above hearing.
- At 7:11 p.m., Alderperson Raasch moved, seconded by Alderperson Kneiszel to enter into open session. Upon roll call vote, motion carried unanimously. Mayor Walsh read the following decision from the Council:
- "The Council decided that all allegations are true being that he is a habitual law offender based on his conviction record; and that all the convictions substantially relate to the licensed activity.
- Therefore, our disposition is that the operator's license is revoked based on the licensee lacking the proper qualifications to hold the operator's license."
- Alderperson Raasch moved, seconded by Alderperson Bauer to approve the decision. Upon vote, motion carried unanimously.
4. Adjournment.
- Alderperson Bauer moved, seconded by Alderperson Raasch to adjourn the Special Meeting at 7:14 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Defnet, Clerk-Treasurer

ORIGINAL

IN THE MATTER OF
MEETING OF THE COMMON COUNCIL
OF THE CITY OF DE PERE

Hearing to consider the suspension or revocation
of the operator's license issued to Trey Ryan

DATE: September 1, 2015
TIME: 6:45 p.m. - 7:14 p.m.
LOCATION: De Pere City Hall
335 South Broadway Street
De Pere, Wisconsin

COMMON COUNCIL CHAIRMAN:
Mayor Michael J. Walsh

COMMON COUNCIL MEMBERS:
Scott Crevier
Dean Raasch
Larry Lueck
James Boyd
Jim Kneiszel
Lisa Rafferty
Michael Donovan
Kevin Bauer

ALSO PRESENT:
James Mueller, City Attorney, City of Green Bay
Judith Schmidt-Lehman, City Attorney, City of De Pere
Shana Defuet, Clerk-Treasurer, City of De Pere
Trey Ryan, Licensee

REPORTED BY:
Carla Burns, RPR
Bay Reporting Service, Inc.
www.bayreportingservice.com
(800)424-2224
(920)432-5662

REGARDING TREY RYAN'S OPERATOR'S LICENSE

TRANSCRIPT OF PROCEEDINGS

(Licensor Exhibits 1 - 5 marked.)

MAYOR WALSH: Okay. At this time I'd like to call the meeting to order. I'll have the clerk please read the roll.

CLERK DEFUET: Alderperson Bauer?

ALDERPERSON BAUER: Here.

CLERK DEFUET: Boyd?

ALDERPERSON BOYD: Here.

CLERK DEFUET: Crevier?

ALDERPERSON CREVIER: Here.

CLERK DEFUET: Donovan?

ALDERPERSON DONOVAN: Here.

CLERK DEFUET: Kneiszel?

ALDERPERSON KNEISZEL: Here.

CLERK DEFUET: Lueck?

ALDERPERSON LUECK: Here.

CLERK DEFUET: Raasch?

ALDERPERSON RAASCH: Here.

CLERK DEFUET: Rafferty?

ALDERPERSON RAFFERTY: Here.

CLERK DEFUET: Mayor Walsh?

MAYOR WALSH: Here. Thank you. How long do we wait?

MR. MUELLER: That's up to the

REGARDING TREY RYAN'S OPERATOR'S LICENSE

1 committee. I would give him 15 minutes. I
2 would just make a note for the record that it is
3 6:47 and the licensee has not appeared at this
4 time. If you want to just make a motion to
5 recess for 15 minutes.

6 ALDERPERSON RAASCH: I make a motion
7 to recess for 15 minutes.

8 ALDERPERSON CREVIER: Seconded.

9 MAYOR WALSH: Moved by Alderperson
10 Raasch. Seconded by Alderperson Crevier. All
11 those in favor?

12 (All Council members reply aye.)

13 MAYOR WALSH: Opposed?

14 (No response by Council members.)

15 MAYOR WALSH: Carried. Thank you.

16 (Recess held.)

17 MAYOR WALSH: I would entertain a
18 motion to go back to regular order.

19 ALDERPERSON CREVIER: So moved.

20 ALDERPERSON BAUER: Seconded.

21 MAYOR WALSH: Who made it over here?

22 ALDERPERSON CREVIER: Me.

23 MAYOR WALSH: Alderperson Crevier and
24 Alderperson Bauer seconded. All those in favor?

25 (All Council members reply aye.)

REGARDING TREY RYAN'S OPERATOR'S LICENSE

1 MAYOR WALSH: Opposed?

2 (No response by Council members.)

3 MAYOR WALSH: Motion carried. Thank
4 you. "Item 2, Hearing to consider the
5 suspension or revocation of the Operator's
6 License issued to Trey Ryan. Please take notice
7 that: Pursuant to Wisconsin Statutes
8 19.85(1)(b) and (f), the hearing to consider the
9 licensing of Trey Ryan, licensee, may be held in
10 closed session unless the licensee demands that
11 the evidentiary portion of the hearing be held
12 in open session, in which case paragraphs (b)
13 and (f) of Wisconsin Statutes 19.85(1) shall not
14 apply to the evidentiary hearing."

15 "(b), pursuant to Wisconsin Statutes 19.85,
16 the Council may convene in closed session after
17 the evidentiary hearing is conducted to
18 deliberate concerning the matter as a judicial
19 or quasi-judicial trial or hearing before the
20 Council."

21 And then, "The counsel may then reconvene in
22 open session to take action on any matter
23 discussed in closed session or for such other
24 matters as are allowed by law."

25 MR. MUELLER: So I think to begin

REGARDING TREY RYAN'S OPERATOR'S LICENSE

1 with we'll just clean up some procedural matters
2 at this point. The licensee, Mr. Ryan, do you
3 have any exhibits or evidence that you're going
4 to move into evidence for the hearing today that
5 you'd like marked?

6 MR. RYAN: No.

7 MR. MUELLER: You are not. City
8 Attorney Schmidt-Lehman, do you have any
9 exhibits that you'd like to mark?

10 MS. SCHMIDT-LEHMAN: I have already
11 marked my exhibits. Thank you.

12 MR. MUELLER: Okay. At this point,
13 Mr. Ryan, you have received this Complaint?

14 MR. RYAN: Yes.

15 MR. MUELLER: And you've reviewed it
16 and understand what it means?

17 MR. RYAN: Yes.

18 MR. MUELLER: Are you denying any of
19 the allegations that have been made in the
20 Complaint?

21 MR. RYAN: No.

22 MR. MUELLER: You are not. So you
23 are not contesting any of the allegations in the
24 Complaint?

25 MR. RYAN: No.

REGARDING TREY RYAN'S OPERATOR'S LICENSE

1 MR. MUELLER: The reason I'm asking
2 this is want to make sure you understand the
3 procedure and your due process rights. So is
4 what you're looking for today -- if you're not
5 going to move any evidence for a factual basis,
6 are you just looking to request that the Council
7 be lenient with your sentencing?

8 MR. RYAN: Yeah, pretty much. I
9 mean, I know it's probably for sure going to be
10 suspended, but I guess -- I mean, I really don't
11 know. I just need it to work by myself.

12 MR. MUELLER: And what we'll do if
13 you're not -- we don't need to go through the
14 evidentiary hearing if you're not contesting any
15 of the allegations in the Complaint.

16 MR. RYAN: Okay.

17 MR. MUELLER: What we'll do is we'll
18 skip right to closing arguments. You understand
19 what that is, right? That's not you producing
20 any facts or evidence.

21 MR. RYAN: Okay.

22 MR. MUELLER: It's just you basically
23 making whatever closing statement you'd like to
24 make for the committee for their consideration.
25 All right? So what we'll do is, Attorney

REGARDING TREY RYAN'S OPERATOR'S LICENSE

1 Schmidt-Lehman, if you have exhibits, we'll move
2 those into evidence if that's okay with the
3 chair, with the mayor.

4 MAYOR WALSH: Yes.

5 MR. MUELLER: So those will be moved
6 in. Have you given a copy to the licensee?

7 MS. SCHMIDT-LEHMAN: Yes, I'm giving
8 them to him right now.

9 MR. MUELLER: I'll give you a minute
10 to review those and object to any of them.

11 MS. SCHMIDT-LEHMAN: I'm giving you a
12 copy of the Affidavit of Service to Trey Ryan.
13 I'm giving you a certified copy of your license
14 application which was, I think, in December
15 of 2014. This is a certified copy of the
16 minutes of the City Council meeting in January
17 of 2015 where they approved your license subject
18 to a six-month review. This is a copy of the
19 OWI conviction in Brown County Circuit Court
20 with the date of offense of March 2015 and a
21 conviction date of June 2015. And then lastly
22 is a copy of the License Committee minutes from
23 the prehearing that they held on July 21st, just
24 so you know what they are. I'm giving to the
25 clerk Exhibits 1 through 5 --

REGARDING TREY RYAN'S OPERATOR'S LICENSE

1 CLERK DEFUET: Thank you.

2 MS. SCHMIDT-LEHMAN: -- and move for
3 their admission.

4 MR. MUELLER: Mr. Ryan, do you have
5 any objection to entering these exhibits into
6 evidence?

7 MR. RYAN: No.

8 MR. MUELLER: Chairman, at this time
9 I think it's proper to make a motion to enter
10 these into evidence.

11 MAYOR WALSH: Okay. Is there a
12 motion?

13 ALDERPERSON DONOVAN: Moved.

14 ALDERPERSON RAASCH: Seconded.

15 MAYOR WALSH: Moved by Alderperson
16 Donovan. Seconded by Alderperson Raasch. All
17 those in favor?

18 (All Council members reply aye.)

19 MAYOR WALSH: Opposed?

20 (No response by Council members.)

21 MAYOR WALSH: Motion carried. Thank
22 you.

23 MR. MUELLER: Those exhibits have
24 been entered into evidence. At this point we
25 will move forward to the closing argument stages

REGARDING TREY RYAN'S OPERATOR'S LICENSE

1 at this point. The licensor, the City of
2 De Pere, will go first.

3 MS. SCHMIDT-LEHMAN: Thank you.
4 Since the licensee has not challenged the
5 Complaint, the allegations are taken as true,
6 and I think that you will see that in a very
7 short period of time, if you look at the
8 licensee's application, he amassed four
9 alcohol-related violations between June of 2013
10 and August of 2014. And upon that record, the
11 Council voted to grant him an operator's license
12 but was concerned about his conviction record
13 and granted the license on the condition that
14 his conviction and arrest record be reviewed
15 within six months or in a six-month period, and
16 that was done and discovered that an OWI, a
17 fifth alcohol-related conviction for OWI first,
18 occurred in March of 2015, three months after
19 the Council granted an operator's license.

20 Under state statute, licensees must meet
21 certain qualifications to hold any liquor or
22 alcohol-related license. One of the conditions
23 is that habitual offenders are not qualified to
24 hold liquor licenses. It is the opinion of the
25 police department and myself that five

REGARDING TREY RYAN'S OPERATOR'S LICENSE

1 alcohol-related convictions within a
2 two-and-a-half year period constitute a habitual
3 law offender.

4 There's actually a case from the Wisconsin
5 Supreme Court in 1987 that gave the following
6 definition of a habitual law offender, and the
7 case -- I just lost my place, but it's
8 Smith vs. City of Oak Creek. The citation is
9 139 Wis.2d 788. The definition is as follows:
10 A person who has habitually been a law offender
11 is someone who has committed several offenses or
12 has repeatedly violated the law. The phrase
13 does not require a trial or conviction for each
14 or any offense. What is required is that the
15 offenses were committed, the law was violated,
16 and the fact of each violation can be shown.

17 The documents that have been entered into
18 evidence and Mr. Ryan's admissions show that
19 those violations have, in fact, occurred and
20 constitute -- it's believed or pursued that
21 those violations constitute being a habitual law
22 offender. So the police department would seek
23 the revocation of the operator's license based
24 on the short period of time that the offenses
25 occurred and the fact that all of the offenses

REGARDING TREY RYAN'S OPERATOR'S LICENSE

1 occurred while Mr. Ryan was, in fact, under the
2 legal drinking age of 21. Thank you.

3 MR. MUELLER: Mr. Ryan, this is your
4 opportunity to present your closing argument to
5 the Council.

6 MR. RYAN: I don't know. I mean, I
7 guess I had five, and I'm not expecting to hold
8 my license, and I guess -- I don't know. I'd
9 just like to say sorry to Mr. Boyd. You stuck
10 your neck out there for me, and I got in trouble
11 again, so I want to say sorry for that.

12 MR. MUELLER: At this time the
13 parties have concluded their closing arguments.
14 I think it would be proper, if there's no
15 objection from either of the parties, to have
16 the Common Council go into closed session to
17 deliberate, and you can do so by making a motion
18 and rereading paragraph 2(b) of the agenda.

19 MAYOR WALSH: Okay. Is there any
20 objection from the two parties?

21 MS. SCHMIDT-LEHMAN: No objection.

22 MR. RYAN: No.

23 MAYOR WALSH: Okay. Item (b),
24 "Pursuant to Wisconsin Statutes 19.85(1)(a), the
25 Council may convene in closed session after the

REGARDING TREY RYAN'S OPERATOR'S LICENSE

1 evidentiary hearing is conducted to deliberate
2 concerning the matter as a judicial or
3 quasi-judicial trial or hearing before the
4 Council." I would entertain a motion to go into
5 closed session.

6 MR. MUELLER: And if you could also
7 read (c).

8 MAYOR WALSH: "The Council may then
9 reconvene in open session to take action on any
10 matter discussed in closed session or for such
11 other matters as are allowed by law." Now I'd
12 entertain a motion.

13 ALDERPERSON CREVIER: So moved.

14 ALDERPERSON RAFFERTY: Seconded.

15 MAYOR WALSH: Moved by Alderperson
16 Crevier. Seconded by Alderperson Rafferty. All
17 those in favor?

18 MR. MUELLER: I need a roll call.

19 MAYOR WALSH: I'm sorry. Roll call
20 vote.

21 CLERK DEFUET: Alderperson Bauer?

22 ALDERPERSON BAUER: Aye.

23 CLERK DEFUET: Boyd?

24 ALDERPERSON BOYD: Aye.

25 CLERK DEFUET: Crevier?

REGARDING TREY RYAN'S OPERATOR'S LICENSE

1 ALDERPERSON CREVIER: Aye.

2 CLERK DEFUET: Donovan?

3 ALDERPERSON DONOVAN: Aye.

4 CLERK DEFUET: Kneiszel?

5 ALDERPERSON KNEISZEL: Aye.

6 CLERK DEFUET: Lueck?

7 ALDERPERSON LUECK: Aye.

8 CLERK DEFUET: Raasch?

9 ALDERPERSON RAASCH: Aye.

10 CLERK DEFUET: Rafferty?

11 ALDERPERSON RAFFERTY: Aye.

12 MAYOR WALSH: Motion carried. Thank
13 you.

14 (Closed session held.)

15 MAYOR WALSH: Okay. We're back in
16 open session. Item 3 is, "Decision, if any, on
17 the above hearing." The Council has come to a
18 decision, and the Council has decided that all
19 the allegations are true being that he is a
20 habitual offender based on his conviction record
21 and that all of the convictions substantially
22 relate to the license activity. Therefore, our
23 disposition is that the operator's license is
24 revoked based on the licensee lacking the proper
25 qualifications to hold the license. I would

REGARDING TREY RYAN'S OPERATOR'S LICENSE

entertain a motion on that.

ALDERPERSON RAASCH: So moved.

ALDERPERSON BAUER: Seconded.

MAYOR WALSH: Moved by Alderperson Raasch. Seconded by Alderperson Bauer. Any discussion?

(No response by Council members.)

MAYOR WALSH: If not, all those in favor?

(All Council members reply aye.)

MAYOR WALSH: Opposed?

(No response by Council members.)

MAYOR WALSH: Motion carried. Thank you. I would entertain a motion to adjourn.

ALDERPERSON BAUER: So moved.

ALDERPERSON RAASCH: Seconded.

MAYOR WALSH: Moved by Alderperson Bauer. Seconded by Alderperson Raasch. All those in favor?

(All Council members reply aye.)

MAYOR WALSH: Opposed?

(No response by Council members.)

MAYOR WALSH: Motion carried. Thank you.

(Hearing is adjourned at 7:14 p.m.)

STATE OF WISCONSIN)

COUNTY OF BROWN)

I, CARLA BURNS, a Notary Public and
Registered Professional Reporter in and for the State of
Wisconsin, do hereby certify that the foregoing proceedings
were taken at said time and place and is a true and
accurate transcript of my original machine shorthand notes
and that the appearances were as noted initially.

Dated at Green Bay, Wisconsin
This 14th day of September, 2015.



CARLA BURNS, RPR
Notary Public, State of Wisconsin
My commission expires on 7/21/2018.(FC)

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

MEETING DATE: **October 6, 2015**

DEPARTMENT: **City Clerk-Treasurer**

FROM: **Shana Defnet**

SUBJECT: **Approval of the Minutes of the September 15, 2015 Common Council Meeting.**

ATTACHMENTS:

- 9-15-2015 Common Council Minutes (DOC)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, September 15, 2015

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting called to order on September 15, 2015 at 7:30 PM De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the September 1, 2015 Common Council Meeting.

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

4. Public Hearing on the Rezoning of Parcel WD-364-D-501-2 for a major modification to a Precise Implementation Plan.

A. Notice of Public Hearing.

Clerk-Treasurer Shana Defnet announced that the public hearing was published in the Green Bay Press Gazette on August 27 and September 4, 2015.

B. Recommendation from the Plan Commission.

City Planner II Sarah Wallace stated that the rezoning was recommended by the Plan Commission.

C. Ordinance #15-25, Amending Precise Implementation Plan (WD-364-D-501-2).

Mayor Walsh declared the public hearing open; no one wished to speak, the public hearing was closed and the Mayor entertained a motion.

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

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

Allyson Watson, Director of Definitely De Pere, informed the Council of the De Pere Christian Outreach grand re-opening on Saturday, October 24 from 9:00 a.m. - 5:00 p.m. She also announced that effective October 1, the new director of Definitely De Pere will be Matt Hohner, who will come to De Pere from Two Rivers, Wisconsin with 12 years of Main Street and downtown development experience.

The Mayor thanked Allyson for the great work she has done for the City through Definitely De Pere and wished her luck in future endeavors.

6. Appointment of Kim Flom as Director of Planning and Economic Development by Mayor Walsh.

Mayor Walsh explained that Kim Flom was not present at the meeting; she currently works for the City of Green Bay and their Council meetings are held at the same time as the City of De Pere Council meetings. Human Resources Director Shannon Metzler stated that the City is really excited and fortunate to have Kim Flom work for the City of De Pere.

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

7. Yearly update by De Pere Beautification Committee.

Rose Smits presented an update for the Council outlining all of the things the De Pere Beautification Committee accomplished over the past year. Mayor Walsh recognized and thanked the Weed Out Warriors (WOW) volunteers present at the meeting. The Beautification Committee thanked the Mayor and the Common Council, the WOW Volunteers, the De Pere Woman's Club, the City of De Pere employees, Definitely De Pere, and businesses, residents, and community organizations for their help. Mayor Walsh thanked the Beautification Committee for all of their efforts made to make the City look great.

8. Recommendation from the License Committee on an Application for a "Class A" Liquor (cider only) License for GCS Landing, 1063 N. Broadway Ave., submitted By Voyageur Shell LLC, Agent: Jacob Anderson, 1570 Waterford Ct. Green Bay WI 54313.

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

9. Recommendation from the License Committee on an Application for a "Class A" Liquor (cider only) License for Riverside Shell Inc, 1010 S. Broadway Ave., submitted By Riverside Shell LLC, Agent: Daniel J. Pamperin, 396 Talus Ct. De Pere WI 54115.

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

10. Recommendation from the License Committee on an Application for a "Class A" Liquor (cider only) License for De Pere Shell and Car Wash, 841 Main Ave., submitted by De Pere Shell and Car Wash Inc, Agent: Daniel J. Pamperin, 396 Talus Ct. De Pere WI 54115.

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

11. Recommendation from the License Committee on an Application for a "Class A" Liquor (cider only) License for Scheuring Shell, 1511 Lawrence Dr., submitted by GCS Holdings of De Pere LLC, Agent: Daniel J. Pamperin, 396 Talus Ct. De Pere WI 54115.

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

12. Recommendation from the License Committee on an Application for a Temporary Premise Description Change for St. Norbert College Inc. on September 18 and October 2, 2015 for the Bush Art Center and the Abbot Pennings Hall of Fine Arts, submitted by St. Norbert College Inc, Agent: Terrie Dubois.

Alderperson Crevier stated that he will abstain from voting.

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

13. Recommendation from the Board of Park Commissioners to approve a \$260 donation from De Pere Area Men's Club to the Recreation Scholarship Program.

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

14. Recommendation from the Finance Committee to Approve Definitely De Pere Request for Bike Rack Installation.

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

15. Recommendation from the Plan Commission to Approve the Land and Location Proposal for De Pere Fire Station 3.

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

16. Recommendation from the Finance Committee to approve transfer of funds from Unassigned Reserves to the EOC account for secure video conferencing from the City Hall Situation Room to the Brown County EOC.

Alderperson Bauer asked why this project couldn't be budgeted for next year. City Administrator Larry Delo explained that rather than delay the full implementation of the EOC, City staff is making the request now.

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

17. Ordinance #15-26, Creating §18-3(e) De Pere Municipal Code Regarding Crossing Guards.

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

18. Resolution #15-99, Authorizing Agreement Extending Option to Purchase Between the City of De Pere and Liska Enterprises, LLC.

Alderperson Crevier inquired about the requirements within the agreement for submitting a site plan after exercising the option to purchase. Discussion followed.

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

19. Resolution #15-100, Authorizing Assignment and Consent to Assignment Between Nicholas Vande Voort, Philip Robertson and the City of De Pere.

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

20. Resolution #15-101, Authorizing Agreement with Schenck, S.C. (Water Meter Salvage Review).

Alderperson Bauer asked what the old meters are worth. City Administrator Larry Delo stated that the meters range from under \$100 to several hundred dollars per meter, depending on their size.

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

21. Resolution #15-102, Authorizing Purchase of Parcels ED-2679, ED-2688 and ED-2714 from Brown County.

City Attorney Judy Schmidt Lehman explained that these are the former Concord homes on the west side that were razed last year.

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

22. Resolution #15-103, Authorizing Police Department Participation in OWI Task Force.

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

23. Resolution #15-104, Authorizing Historic Preservation Commission Application for Wisconsin Historical Society Historic Preservation Fund Subgrant.

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

24. Resolution #15-105, Adopting Amended Operating Plan for City of De Pere Business Improvement District #1. (Business Improvement District #1 2016 Operating Plan).

Alderperson Donovan asked if there was any opposition on the operating plan. City Planner II Sarah Wallace stated that there was no opposition to the plan.

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

25. Resolution #15-106, Adopting Amended By-Laws for City of De Pere Business Improvement District #1.

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

26. Voucher Approval.

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

27. Operator License Applications.

CITY OF DE PERE - September 15, 2015					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
New Operator License Applications for the 2014-2016 Licensing Period					
1	BOYER II, GARY D.	1023 CORAL ST. #3	DE PERE	WI	54115
2	HONADEL, MARCIA A.	1183 HANSEN RD. 1F	GREEN BAY	WI	54304
3	HUSS, JOSHUA A.	1115 BROOKWOOD DR.	ASHWAUBENON	WI	54304
4	KAZIK, CAITLIN M.	817 ELM ST.	DE PERE	WI	54115
5	KUNTZ, KAYLA M.	2605 UNIVERSITY AVE. APT. 9	GREEN BAY	WI	54311
6	SCHNESE, RYAN S.	2744 VAN BEEK RD.	GREEN BAY	WI	54311
7	VAN SISTINE, HEIDI J.	1598 TIFFANY CT.	DE PERE	WI	54115
8	VER HAAGH, EMILY R.	2345 EASTMAN AVE. APT. 6	GREEN BAY	WI	54302

Aldeperson Bauer moved, seconded by Aldeprerson Raasch to approve Operator License Applications #1-5 and 7-8 and to table Operator License #6. Upon vote, motion carried unanimously.

28. Future Agenda Items.

None.

29. Resolution #15-98, Authorizing Agreement Regarding Redevelopment Between the City of De Pere, the Redevelopment Authority of the City of De Pere and Broadway Investment Partners, LLC (102 North Broadway Street).

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

30. Adjournment.

Alderperson Raasch moved, seconded by Alderperson Bauer to adjourn the meeting at 8:08 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: October 6, 2015

DEPARTMENT: Planning

FROM: Sarah Wallace

SUBJECT: Resolution #15-107, Authorizing and Approving a Conditional Use Permit (Parcel ED-844).

ATTACHMENTS:

- Reso15-107 (DOCX)
- PC_Staff_102 N Broadway_CU (PDF)

RESOLUTION #15-107

AUTHORIZING AND APPROVING A CONDITIONAL USE PERMIT
(Parcel ED-844)

WHEREAS, the Common Council of the City of De Pere has reviewed the recommendation of the City Plan Commission regarding the granting of a conditional use as described below and has determined that the matter be scheduled for public hearing and decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer has published a Notice of Public Hearing regarding the proposed conditional use and, pursuant thereto, a Public Hearing has been held at the City Hall Council Chambers on the 6th day of October, 2015 at 7:35 p.m., whereupon the Common Council heard all interested parties, their agents and attorneys;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere, Wisconsin, as follows:

That the Common Council does hereby find and determine that an application for a conditional use permit has been made by a party in interest in accordance with §14-30, De Pere Municipal Code, further, that the standards relating to the conditional use as set forth in §14-30(5), De Pere Municipal Code, have been or will be complied with and that the Common Council does therefore and hereby, pursuant to §14-30(6), De Pere Municipal Code, authorize and grant a conditional use permit as provided at §14-43(2)(a)9, De Pere Municipal Code, for purposes of permitting within the B-1 Central Business District, residential occupancy on the second, third and fourth floors of the proposed development at 102 North Broadway Street.

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso15-107 (4007 : Resolution #15-107, Conditional Use Permit - 102 N. Broadway)

Item 3A: Review the Conditional Use Application for 102 N. Broadway, to allow for residential use on the second, third, and fourth floors of the proposed development. Applicant: City of De Pere.*

A Conditional Use Application submitted by the City of De Pere requesting residential occupancy on the second, third, and fourth floors of the proposed development at 102 N. Broadway. Under City Code, residential uses above the first floor in a B-1 district are permitted by conditional use.

The table below summarizes some of the impacts related to the conditional use request.

Conditional Use Review Form	Yes	No	NA
Will the proposed use be compatible with the surrounding area?	X		
Will the proposed building be architecturally compatible with those in the surrounding area?	X		
Will the condition create a:			
1. Noise problem		X	
2. Traffic problem		X	
3. Parking problem		X	
4. Highway Access problem		X	
5. Garbage disposal problem		X	
6. Policy and Fire protection problem		X	
7. Be hazardous to children		X	
8. Lighting problem		X	
9. Sewage disposal problem		X	
10. Water supply problem		X	
11. Runoff or drainage problems		X	
12. Windblown articles		X	
13. Water pollution		X	
14. Air pollution		X	
15. Wind erosion		X	
Would the new use of the property have an adverse effect on population densities?		X	
Would the property insurance rates increase for adjoining owners?			X
Would the granting of the conditional use be detrimental to the environment?		X	
Would the proposed use add or create a floodplain problem?		X	
Would prime agricultural land be destroyed if approved?		X	
Will this use have an adverse effect on a school district?		X	
Will this change decrease adjacent property values?		X	
Will the use add to the economic growth of the labor and industry of Brown County?		X	
Is the conditional use primarily for a speculative income return?		X	

The primary issue with residential occupancy in the downtown is the provision of parking. The code requires 1.75 parking stalls for a two bedroom unit and 1.5 for a one bedroom unit. The proposed project has identified 24 units (ranging from one to two bedrooms). This project would require 56 stalls for the apartments. The project is planning to provide underground and first floor parking with a total of 28 stalls. This property was also assessed for the improvements within Mission Square and thus is available to supplement the off-street parking for the development.

Recommendation:

Staff would recommend approval of the conditional use with no conditions to be forwarded to the City Council for final action.

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: October 6, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Recommendation from the License Committee on an Application for a 6 Month Class "B" Beer License for De Pere Deacons Hockey Team submitted by De Pere Deacons Hockey Team, Inc., Agent: David E. Lepp, 1403 Quinnette Ln., De Pere, WI 54115.

ATTACHMENTS:

- DEACON HOCKEY APPLICATION.PDF (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning December 1 20 15 ;
ending April 30 20 16

TO THE GOVERNING BODY of the: ☐ Town of } DEARBORN, WI
☐ Village of }
☐ City of }

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

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

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

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

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>MEMBER</u>	<u>DAVID E LEPP</u>	<u>1403 QUINNETTE LN D.P. 54115</u>
Vice President/Member	<u>MEMBER</u>	<u>MIKE L SOLWAY</u>	<u>1276 KELLING ST G.B. 54303</u>
Secretary/Member	<u>MEMBER</u>	<u>GREG F. NATHAN</u>	<u>1064 NINTH ST G.B. 54303</u>
Treasurer/Member			
Agent	<u>DAVID E LEPP</u>		
Directors/Managers	<u>SAE ABUE</u>		

3. Trade Name DEARBORN DEACONS HOCKEY TEAM, INC. Business Phone Number 920.660.0933
4. Address of Premises 1450 FT. HOWARD AVE Post Office & Zip Code DEARBORN, WI

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No ^{74.723 (19)}
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☐ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☐ No
8. (a) Corporate/limited liability company applicants only: Insert state _____ and date _____ of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☐ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☐ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 2ND FLOOR LOBBY ON WEST SIDE OF BUILDING
10. Legal description (omit if street address is given above): 1ST FLOOR EAST OF BUILDING IN BLEACHER AREA
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
(b) If yes, under what name was license issued? _____
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 31st day of August, 20 15

[Signature]
(Clerk/Notary Public)

My commission expires May 31, 2019

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	<u>8-31-15</u>	Date reported to council/board		Date provisional license issued		Signature of Clerk / Deputy Clerk
Date license granted		Date license issued		License number issued		

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

MEETING DATE: October 6, 2015

DEPARTMENT: Planning

FROM: Sarah Wallace

SUBJECT: Recommendation from the Plan Commission to approve the CSM
for City Property Located at 102 N. Broadway St. (ED-844).
Surveyor: REL.

This item was approved by the Plan Commission at its September 28, 2015 meeting.

ATTACHMENTS:

- PC_Staff_102 N Broadway_CSM (PDF)
- CSM_102 N Broadway (PDF)

Item 3C: Review the CSM Application for a single lot CSM on the corner of Broadway and George Street. Surveyor: REL.*

Dennis Reim has completed a CSM for a one lot CSM for a 11,394 sq. ft. lot. This Lot is for a future development of 102 N. Broadway for commercial and residential uses.

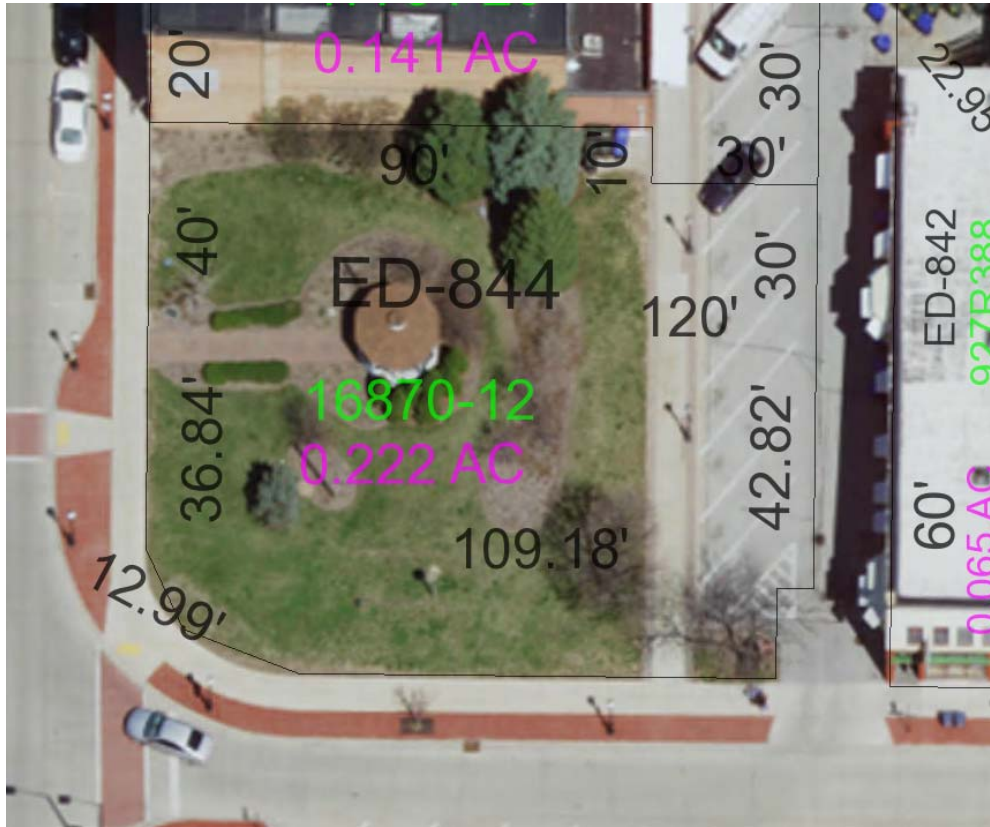


Figure 1. Location of proposed CSM.

Recommendation

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

1. CSM must meet the requirements specified by Brown County Planning.
2. Certificate for City of De Pere should be Shana Defnet, City Clerk.

CERTIFIED SURVEY MAP

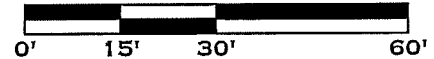
PART OF LOT 7 AND 8, BLOCK 19, PART OF VACATED GEORGE STREET, ALL BEING PART OF THE ORIGINAL PLAT OF DE PERE, EAST SIDE OF FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

LEGEND

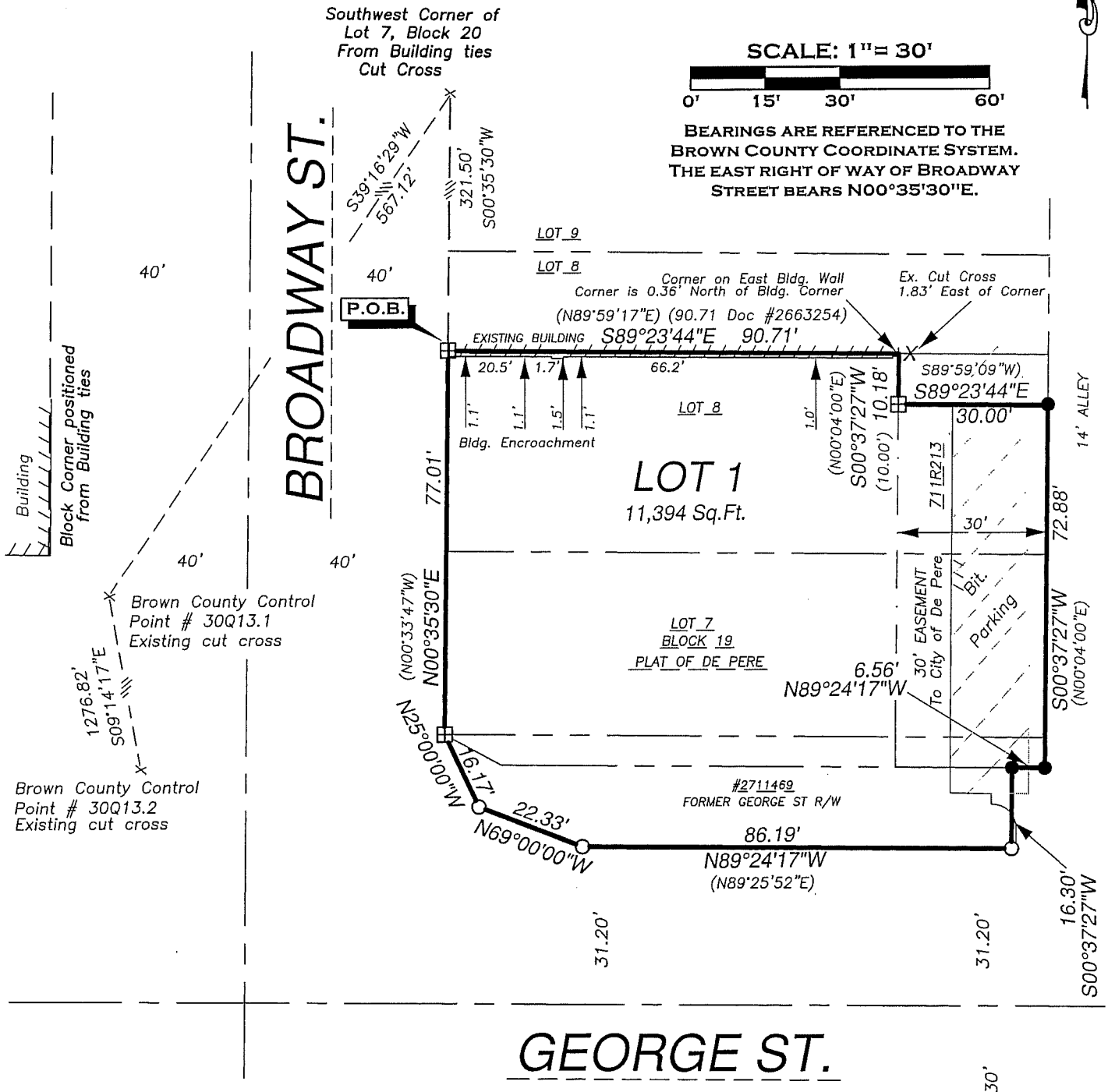
P.O.B. POINT OF BEGINNING

- SET 1" X 24" IRON PIPE WITH CAP WEIGHING 1.38 LBS./LIN. FT.
- SET PK NAIL IN PAVEMENT
- ⊕ SET CROSS IN CONCRETE
- ⊙ RECORDED COUNTY MONUMENT

SCALE: 1" = 30'



BEARINGS ARE REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM. THE EAST RIGHT OF WAY OF BROADWAY STREET BEARS N00°35'30"E.



ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
INTERNET: WWW.RELEEINC.COM
PHONE: (920) 662-964
FAX: (920) 662-9141

FILE: R:\0400\0404\040406\dwg\040406CSM.DWG

SHEET 1 OF 3

Packet Pg. 38

Attachment: CSM_102 N Broadway (4008 : Review CSM for City Property Located at 102 N. Broadway St. (ED-844))

CERTIFIED SURVEY MAP

SURVEYOR'S CERTIFICATE:

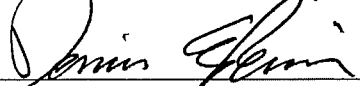
I, Dennis E. Reim, Professional Land Surveyor, do hereby certify that by the order and under the direction of Judy Schmidt-Lehman, City of De Pere, I have surveyed, divided, dedicated and mapped a parcel of land being part of Lot 7 and Lot 8, and part of vacated George Street, Block 19, Original Plat of De Pere, East Side of Fox River, City of De Pere, Brown County, Wisconsin described as follows:

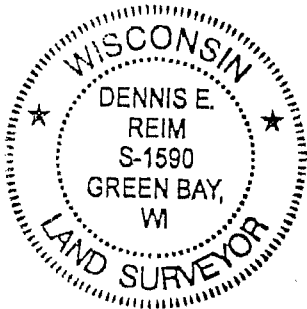
Commencing at the Southwest Corner of Lot 7, Block 20, Original Plat of De Pere;
thence S00°35'30"W, 321.50 feet to the northwest corner of said Lot 8, the POINT OF BEGINNING;
thence S89°23'44"E, 90.71 feet on the north line of said Lot 8;
thence S00°37'27"W, 10.18 feet;
thence S89°23'44"E, 30.00 feet to the west line of a public alley;
thence S00°37'27"W, 72.88 feet on said west line to the north right of way of George Street;
thence N89°24'17"W, 6.56 feet on said north line;
thence S00°37'27"W, 16.30 feet;
thence N89°24'17"W, 86.19 feet on the north right of way line of George Street;
thence N69°00'00"W, 22.33 feet on said north line;
thence N25°00'00"W, 16.17 feet on said north line;
thence N00°35'30"E, 77.01 feet on the east line of Broadway Street to the POINT OF BEGINNING.

Said parcel contains 11,394 square feet or 0.26 acres of land more or less.

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

Dated this 14 day of September, 2015.


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



Attachment: CSM_102 N Broadway (4008 : Review CSM for City Property Located at 102 N. Broadway St. (ED-844))



CERTIFIED SURVEY MAP

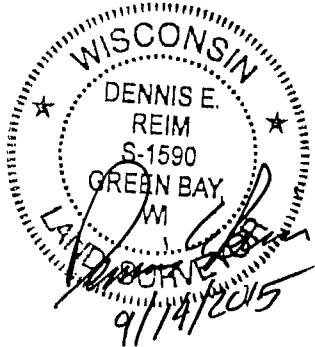
OWNER'S CERTIFICATE

As Owner's, we hereby certify that we caused the land described on this plat to be surveyed, divided, and mapped as represented on the plat. We also certify that this plat is required by S-236.10 or S236.12 to be submitted to the following for approval or objection: CITY OF DE PERE

CITY OF DEPERE
A MUNICIPAL CORPORATION

MICHAEL WALSH, MAYOR DATE

ATTEST: SHANA DEFNET
CLERK-TREASURER



STATE OF WISCONSIN)
BROWN COUNTY) SS

Personally came before me this _____ day of _____, 2015, the above named Michael Walsh, Mayor and Shana Defnet, Clerk-Treasurer, of the City of De Pere, Wisconsin to me known to be the same person's who executed the foregoing instrument and acknowledged the same.

Notary Public, _____, State of _____.

My commission expires _____

CITY BOARD APPROVAL CERTIFICATE

Approved by the City of De Pere this _____ day of _____, 2015.

Shana Defnet, Clerk-Treasurer

TREASURER'S CERTIFICATE

As duly appointed City of De Pere Treasurer, I hereby certify that the records in my office show no unpaid tax sales and no unpaid or special assessments affecting any of the lands included in this plat, as of the date listed below.

SHANA L. DEFNET DATE
CLERK-TREASURER

Office of the Register of Deeds
Brown County, Wisconsin

Received for Record _____, 20
at _____ o'clock _____ M and recorded as
Document # _____ in
Volume _____ of _____ on Page _____.

Cathy Williquette, Register of Deeds



ROBERT E. LEE & ASSOCIATES, INC
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155 PHONE: (920) 662-96
INTERNET: WWW.RELEEINC.COM FAX: (920) 662-9141

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 6, 2015

DEPARTMENT: Planning

FROM: Sarah Wallace

SUBJECT: Recommendation from the Plan Commission to approve the 3 Lot CSM for City Property located on American Blvd south of Southbridge Rd. (Parcels WD-L179 and WD-L179-2). Surveyor: REL.

This item was approved by the Plan Commission at its September 28, 2015 meeting.

ATTACHMENTS:

- PC_Staff_Machine Plus_CSM (PDF)
- CSM_American Blvd (PDF)

Item 4B: Review the CSM Application for a single lot CSM on the corner of American Blvd. and Southbridge Rd. Surveyor: REL.*

Dennis Reim has completed a CSM with three lots in the Southbridge and American Blvd. area. Lot 1 is 2.57 acres, lot 2 is 3.18 acres, and lot 3 is 3.48 acres. The lots are being created for development along this corridor, Lot 1 is for Machine Plus, along with an option for a portion of lot 2.



Figure 1. Location of proposed CSM.

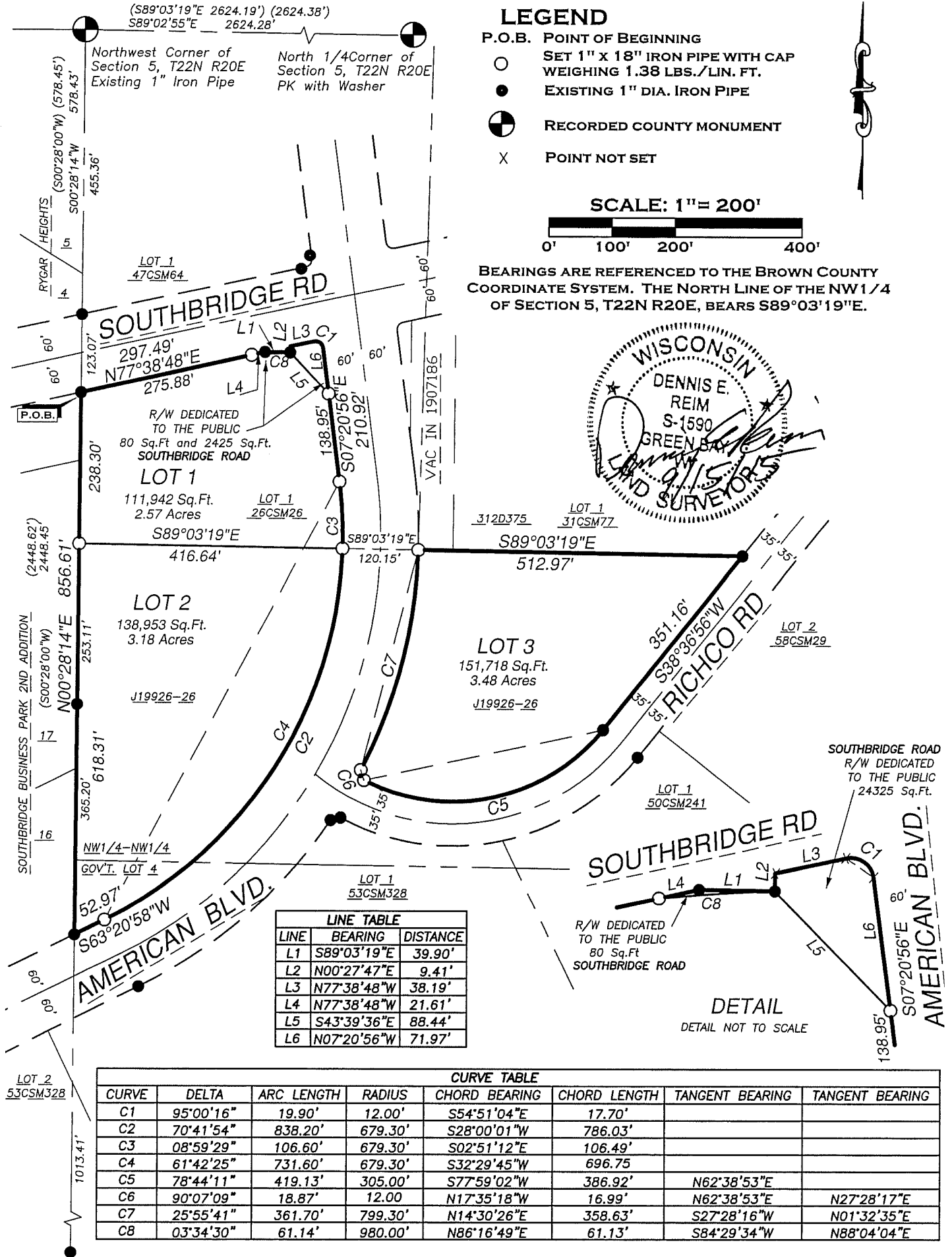
Recommendation

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

1. CSM must meet the requirements specified by Brown County Planning.
2. Certificate for City of De Pere should be Shana Defnet, City Clerk.

CERTIFIED SURVEY MAP

PART OF LOT 1, VOLUME 26 OF CERTIFIED SURVEY MAPS, PAGE 26, MAP NUMBER 4189, DOC.# 1267366,
PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, PART OF GOVERNMENT LOT 4, SECTION 5
TOWNSHIP 22 NORTH, RANGE 20 EAST, CITY OF DE PERE, BROWN COUNTY, WISCONSIN



CERTIFIED SURVEY MAP

SURVEYOR'S CERTIFICATE

I, Dennis E. Reim, Professional Land Surveyor, do hereby certify that under the direction of Judy Schmidt-Lehman, City of De Pere, owner, I have surveyed, divided and mapped part of Lot 1, Volume 26 of Certified Survey Maps, Page 26, Map Number 4189, Document Number 1267366, part of the Northwest ¼ of the Northwest ¼, part of Government Lot 4, all being a part of Section 5, Township 22 North, Range 20 East, City of De Pere, Brown County, Wisconsin described as follows:

Commencing at the Northwest corner of said Section 5;

thence S00°28'14"W, 578.43 feet on the west line of said Section 5 to the southerly right of way of Southbridge Road, the POINT OF BEGINNING;

thence N77°38'48"E, 297.49 feet on said southerly right of way;

thence S89°03'19"E, 39.90 feet on said southerly right of way;

thence N00°27'47"E, 9.41 feet on said southerly right of way;

thence N77°38'48"E, 38.19 feet on said southerly right of way;

thence continuing on said southerly right of way 19.90 feet on the arc of a 12 foot radius curve to the right, having a long chord that bears S54°51'04"E, 17.70 feet;

thence S07°20'56"E, 210.92 feet on the westerly right of way of American Boulevard;

thence continuing on said westerly right of way 106.60 feet on the arc of a 679.30 foot radius curve to the right, having a long chord that bears S02°51'12"E, 106.49 feet;

thence S89°03'19"E, 120.15 feet to the easterly line of American Boulevard;

thence S89°03'19"E, 512.97 feet to the westerly right of way of Richco Road;

thence S38°36'56"W, 351.16 feet on said westerly right of way;

thence continuing on said westerly right of way 419.13 feet on the arc of a 305.00 foot radius curve to the right, having a long chord that bears S77°59'02"W, 386.92 feet;

thence continuing on said westerly right of way 18.87 feet on the arc of a 12.00 foot radius curve to the right, having a long chord that bears N17°35'18"W, 16.99 feet to the easterly right of way of American Boulevard;

thence continuing on said easterly right of way 361.70 feet on the arc of a 799.30 foot radius curve to the left, having a long chord that bears N14°30'26"E, 358.63 feet;

thence N89°03'19"W, 120.15 feet to the westerly right of way of American Boulevard;

thence continuing on said westerly right of way 731.60 feet on the arc of 679.30 foot radius curve to the right, having a long chord that bears S32°29'45"W, 696.75 feet;

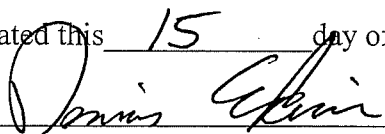
thence S63°20'58"W, 52.97 feet on said westerly right of way to the east line of Southbridge Business Park 2nd Addition;

thence N00°28'14"E, 856.61 feet on said east line to the POINT OF BEGINNING.

Parcel contains 449,758 square feet or 10.325 acres of land more or less.

That the within map is a true and correct representation of all the exterior boundaries of the land survey and division thereof. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes and Chapter 14 of the General Ordinances of the City of De Pere in the surveying, dividing and mapping of the same.

Dated this 15 day of September, 2015.



Dennis E. Reim RLS #1590

ROBERT E. LEE & ASSOCIATES, INC.



Sheet 2 of 3

CERTIFIED SURVEY MAP

MUNICIPAL CORPORATE OWNERS CERTIFICATE

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

City of De Pere

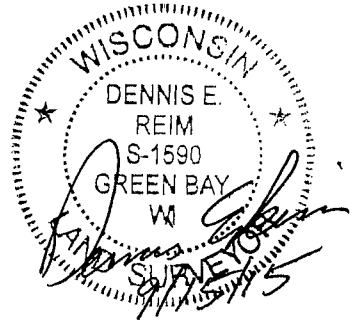
Michael Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

STATE OF WISCONSIN)
COUNTY OF BROWN) ss

Personally came before me this _____ day of _____, 2015, the above named owner to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

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



TREASURER'S CERTIFICATE

As appointed City of De Pere Treasurer, I hereby certify that the records in our offices show no unpaid taxes, no unredeemed tax sales and no unpaid or special assessments affecting any of the lands included in this plat, as of the dates listed below.

Shana L. Defnet Date
City of De Pere Clerk-Treasurer

COMMON COUNCIL APPROVAL CERTIFICATE

Approved for the City of De Pere this _____ day of _____, 2015.

Shana L. Defnet, Clerk-Treasurer

Attachment: CSM_American Blvd (4009 : Review 3 Lot CSM for City Property located on American Blvd south of Southbridge Rd.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 6, 2015

DEPARTMENT: Planning

FROM: Sarah Wallace

SUBJECT: Recommendation from the Plan Commission to approve the Precise Implementation Plan for Rennes Rehab Center (200 S. Ninth Street) for a 20,000 sq ft addition, parcel WD-D0201 and WD-D0204-2. Applicant: Plunkett Raysich Architects, LLP.

This item was approved by the Plan Commission at its September 28, 2015 meeting.

ATTACHMENTS:

- PC_Staff_Rennes_PIP(PDF)
- 150138-01_City Submittal Zoning Letter_09-11-15 (PDF)
- 150138-01_City Submittal Drawing Set_09-11-15 (PDF)
- Rennes Expansion 9-18-15 (DOC)

Item 5: Review of the Precise Implementation Plan for Rennes Rehab Center (200 S. Ninth Street) for a 20,000 sq ft addition, parcel WD-D0201 and WD-D0204-2. Applicant: Plunkett Raysich Architects, LLP.*

Rennes Rehab Center is proposing a 20,000 sq ft addition to its campus. The area is zoned R-3 with an approved Planned Development District (and General Development Plan), which was approved by the Plan Commission and Council in 2004. Along with this building addition, the plans call for expanding the parking in the rear of the facility along with a proposed new access drive for delivery and trash pickup.



Figure 1. Image of existing site.

Overview:

The Precise Implementation Plan is proposing a 15 bed addition to the west of the existing facility. In addition the plan is calling for an addition off the dining area, and driveway and parking expansion. The proposed expansion does not increase the number of residents on the campus; the intent of the expansion is to convert existing semi-private units to private units, keeping the 122 total skilled nursing resident capacity. Parking requirements for nursing homes are 1 space for each bed, plus 1 space for each 2 employees other than staff doctors, plus 1 space for each doctor assigned to staff. The plan identifies 19 additional stalls, and is consistent with City code. All new building materials for the addition will match the existing materials of the building, and is consistent with city Code. The lighting plan submitted meets the City Code.

Public Works:

1. Specify the site address and tax parcel ID on the plan.
2. Show dimensions of the proposed driveway and curb opening on the plan. A curb cut permit will be required for the new driveway shown connecting to Lois Street. Remove the note on the plan that specifies to remove and replace the curb. Complete the new curb cut to comply with the City curb cut permit requirements.
3. The lighting plan shows more than 1 footcandle at property line on Lois Street. Revise and resubmit calculations to limit the light reflection to less than 1 footcandle.
4. Show dimensions of the property line on the plan.
5. No water main or sanitary sewer extension is shown for this addition.
6. Specify the name and mailing address of developer/owner, and engineers on the plan.
7. Show the adjacent street right-of-way on the plan.
8. Submit storm water calculations to show the peak post development discharge rates for the 2-, 10-, and 100-year storms does not exceed a 5-year post developed runoff rate for this site or provide a storm water management plan and calculations for the existing pond that show the site will meet the requirements of Chapter 28 of the City of De Pere Municipal Code.
9. Show the dimensions of the parking spaces on the plan.

Fire:

1. This addition may need an additional hookup, Fire recommends a Knox Box.
2. Fire Department Vehicle access.
3. Drawings signed by designer.
4. Coordination with hydrants and FDC.
5. Turnarounds for dead ends 150 feet or more in length.
6. Fire Department access minimum right hand turn radius 25 feet.
7. If the building set back is more than 150 feet from the paved Fire Department access, a Fire lane will be needed.
8. If the building is over 30 feet in height and a setback of more than 50 feet from the paved Fire Department Access, a Fire lane will need to be provided.
9. Provide location for Knox Box Access, if needed.
10. Provide signage for internal fire suppression system.

Forestry:

See attached comments

Health:

No Health Dept. Permits needed, as this facility is regulated by the State Division of Health Bureau of Quality Assurance

Building/Planning:

1. A permanent access easement needs to be provided for the new driveway along Lois Street to the rear of the proposed addition. To allow Police and Fire Departments access.

Recommendation

Staff recommends approval of the proposed Precise Implementation Plan with the above comments and conditions; and to forward on to City Council for final review and approval.



Rennes Rehab Center Addition
200 South Ninth Street, De Pere, Wisconsin

Precise Implementation Plan Submittal
Statement of Intent

11 September, 2015

PRA Project No. 150138-01

Submittal Intent: Purpose of this submittal is for approval of the Precise Implementation Plan (Phase 1) as required to continue with the 2004 approved General Development Plan with an approximate 20,000sf building one-story with lower level addition for expansion of the Rennes Health Center Skilled Nursing Facility. This addition does not increase the number of residents on the Campus, which the intent is to convert existing semi-private units to private units. Along with the building addition, is increased parking in the rear of the facility and a new access drive to a new delivery and trash pick-up location.

Also indicated on the plan are potential future developments (Phase 2) of exterior improvements to the existing Health Center. We plan to submit a Precise Implementation Plan for approval when these future developments are pursued.

Zoning: R-3 Planned Development District (PDD)

Site: Approx. 12 Acres located at the Corner of South Ninth Street and Lois Street

Type of Facility: See Attached Letter from Administrator.

Building Footprint, Paved Area, Impervious Area, Green Space: See Attached Plan Sheet A002

Floor Area Ratio: See Attached Plan Sheet A002

Site Unit Density: See Attached Plan Sheet A002

Rehab Center Unit Mix Totals:

Existing: 122 Total Skilled Nursing Resident Capacity (82 Units)
 Proposed: 122 Total Skilled Nursing Resident Capacity (97 Units)

Assisted Living Resident Unit Mix Totals:

Existing: 71 Total Resident Units

Parking:

Existing Total: Surface - 170 Stalls
 Proposed Total: Surface – 189 Stalls

Setbacks: See Attached Plan Sheet A002 for setback requirements.

11000 west park place milwaukee, wisconsin 53224 t 414 359 3060
 2310 crossroads drive suite 2000 madison, wisconsin 53718 t 608 240 9900
 1613 fruitville road suite 3 sarasota, florida 34236 t 941 348 3618

intelligent designs. inspired results. | www.prarch.com

Partners: Michael P. Brush, Martin P. Choren, Gregg R. Golden, Kim D. Hassell, Mark C. Herr, John J. Holz,
 Nicholas D. Kent, Steven A. Kieckhafer, Scott A. Kramer, David J. Raysich, Michael H. Scherbel, Michael J. Sobczak

Attachment: 150138-01_City Submittal Zoning Letter_09-11-15 (4010 : Precise Implementation Plan for Rennes Rehab Center)

RENNES HEALTH & REHAB CENTER

DEPERE 15 BED SNF & DINING ADDITION

200 SOUTH NINTH STREET
DE PERE, WISCONSIN 54115

CITY SITE PLAN REVIEW - PRECISE IMPLEMENTATION PLAN



PLUNKETT RAYSICH
ARCHITECTS, LLP

209 south water street milwaukee, wisconsin 53204 414 359 3060
2310 crossroads drive suite 2000 madison, wisconsin 53718 608 240 9900
1613 fruitville road suite 3 sarasota, florida 34236 941 348 3618

intelligent designs. inspired results. | www.prarch.com

Sheet Index

General

000 Title Sheet

Civil

C1 Existing Site Plan
C2 Demolition Plan
C3 Proposed Site Plan
C4 Proposed Grading Plan
C5 Demolition Plan

Landscape

L1.0 Landscape Plan
L2.0 Landscape Details and Plant Schedule

Architectural

A002 Architectural Site Plan
A400 Exterior Elevations

Electrical

E1.0 Site Plan - Electrical
E1.1 Site Lighting Photometric Plan

Project Information

Project Date: 09-11-15
PRA Project Number: 150138-01

Applicable Codes and Zoning

Wisconsin enrolled commercial building code 2014 (2009 International Building Code)
SNF (Skilled Nursing Facility) - DHS 132, Institutional occupancy, Group I-2, Life Safety Code (NFPA101 2000)
Zoning: City of De Pere ordinances

Type of Construction

New Construction
Type of construction: IBC type VA (combustible)
Fully-Sprinklered (NFPA 13)

Building Area

Existing First Floor Skilled Nursing: 64,307 SQ. FT.

15 Bed Unit Addition: 10,660 SQ. FT.
Dining Addition: 663 SQ. FT.
Lower Level Addition: 9,684 SQ. FT.
New SNF Total: 21,007 SQ. FT.

Level 2 Renovation: 156 SQ. FT.

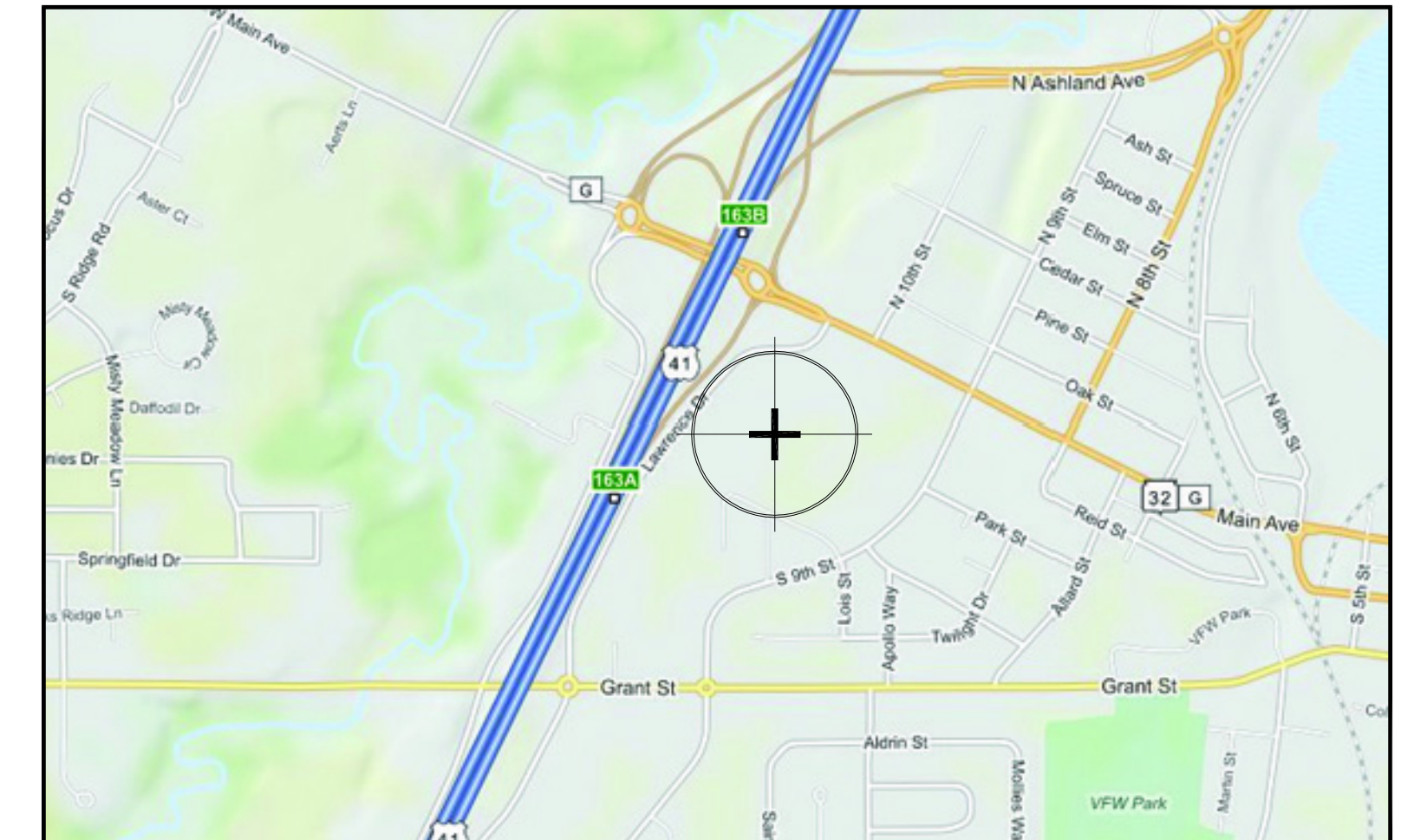
Total Skilled Nursing/ Commons Building Footprint: 75,580 SQ. FT.

Construction Classification/ Fire Resistance Rating Requirements

New Construction - Type VA (Wood Frame Protected) - Fully Sprinklered

Structural Frame -	1 Hour (2 hour for Lower Level Precast Floor Support)
Exterior Bearing Walls -	1 Hour (2 hour for Lower Level Precast Floor Support)
Interior Bearing Walls -	1 Hour (2 hour for Lower Level Precast Floor Support)
Exterior Non-Bearing Walls -	1 Hour @ 0-30 Foot Separation 0 Hour @ 30+ Foot Separation
Interior Non-Bearing Walls/Partitions) -	0 Hour
Floor Construction -	1 Hour (2 hour separation to Lower Level)
Roof Construction -	1 Hour @ 0-20 Foot above finished floor 0 Hour @ 20+ Foot above finished floor
Roof Covering -	Class B

Project Location



Project Team

Owner

Rennes Development Company, LLC
Tel 715 582-2200
Fax 715 582-2222

Structural Engineer

R.A. Smith National
Tel 262 781-1000
Fax 262 781-8466

Civil Engineer - Design under separate contract with Owner

Marathon Technical Services, LLC
Tel 715 843-7292
Fax 715 843-7292

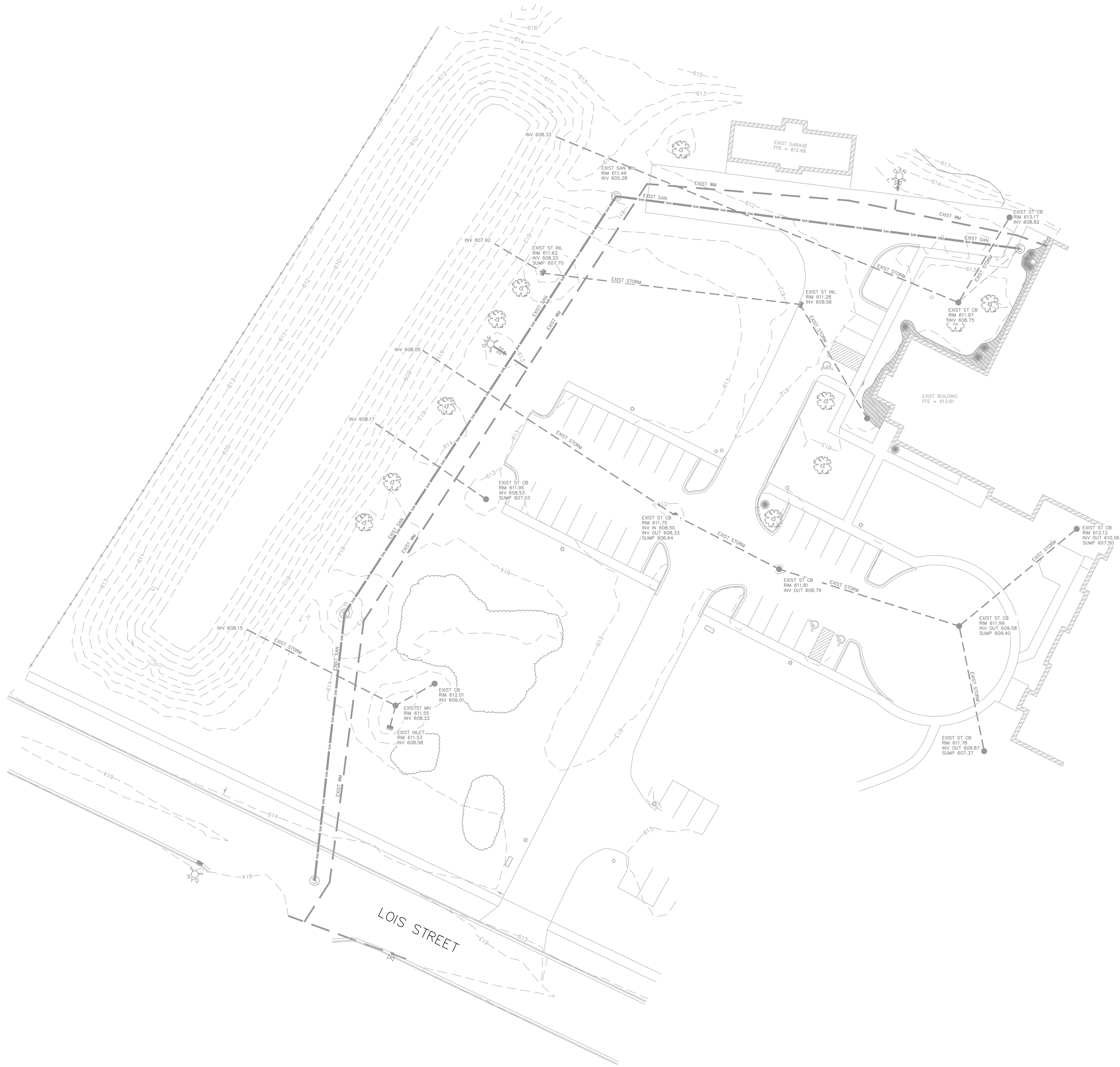
Landscape Designer

Paragon Design Group, LLC
Tel 414 449-1555
Fax 414 449-2425

Plumbing, Fire Protection, Mechanical, & Electrical

Design build, not the responsibility of the architect of record

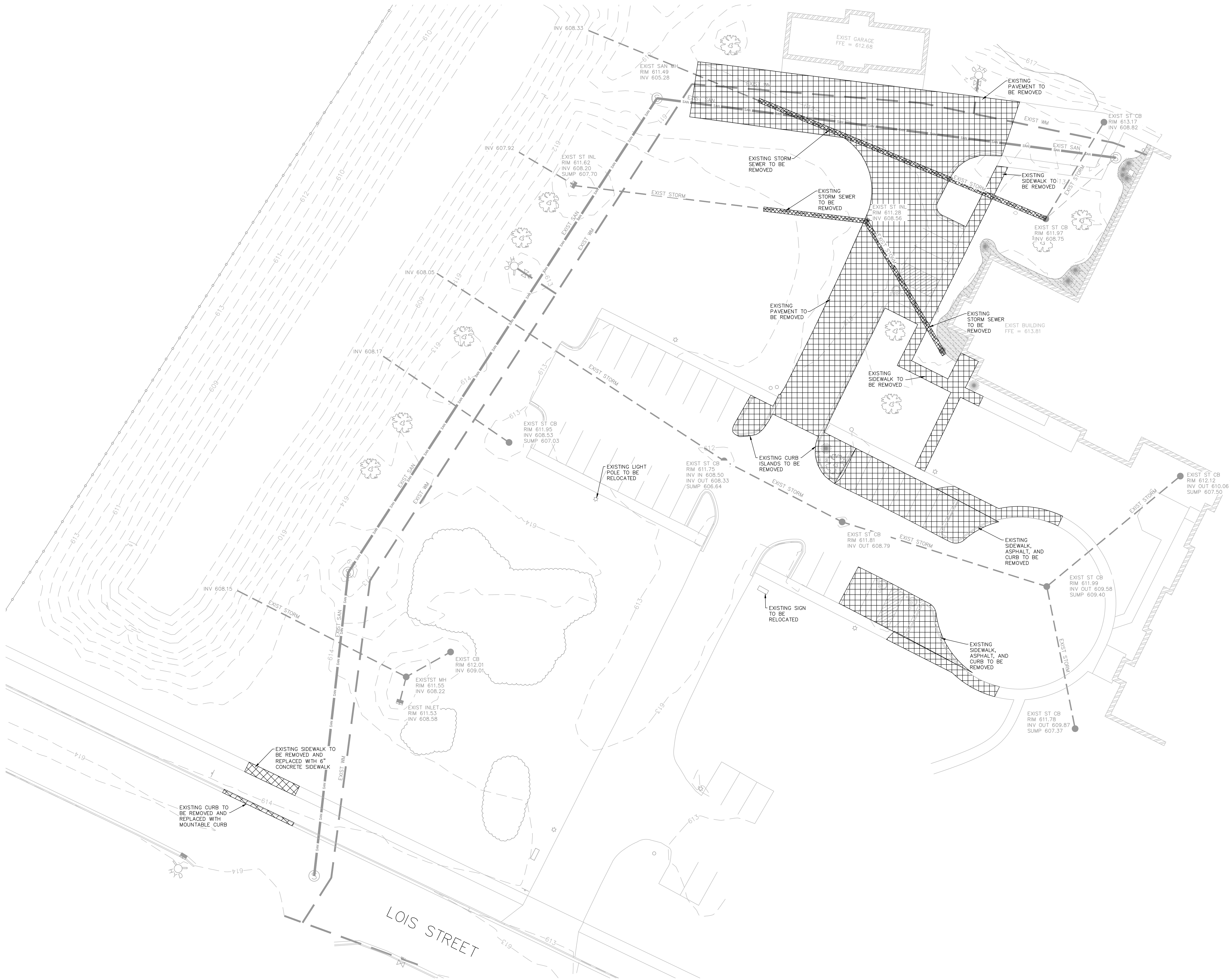
Attachment: 150138-01_City Submittal Drawing Set_09-11-15 (0010 - Precise Implementation Plan for Rennes Rehab Center)



LOIS STREET



EXISTING SITE PLAN		BROWN TECHNICAL SERVICES LLC	
RENNES - SNE ADDITION DE PERE, WI, BROWN CO.		CONSULTING ENGINEERS 404 FRANKLIN ST. WAUSAU, WI 54403 PHONE & FAX - (715) 843-7292 WWW.MTSLLC.NET	
DESIGNED: MTS CHECKED: MMT APPROVED: MMT		REVISION DATE	
SCALE		1" = 30'	
SHEET NO.		C1	

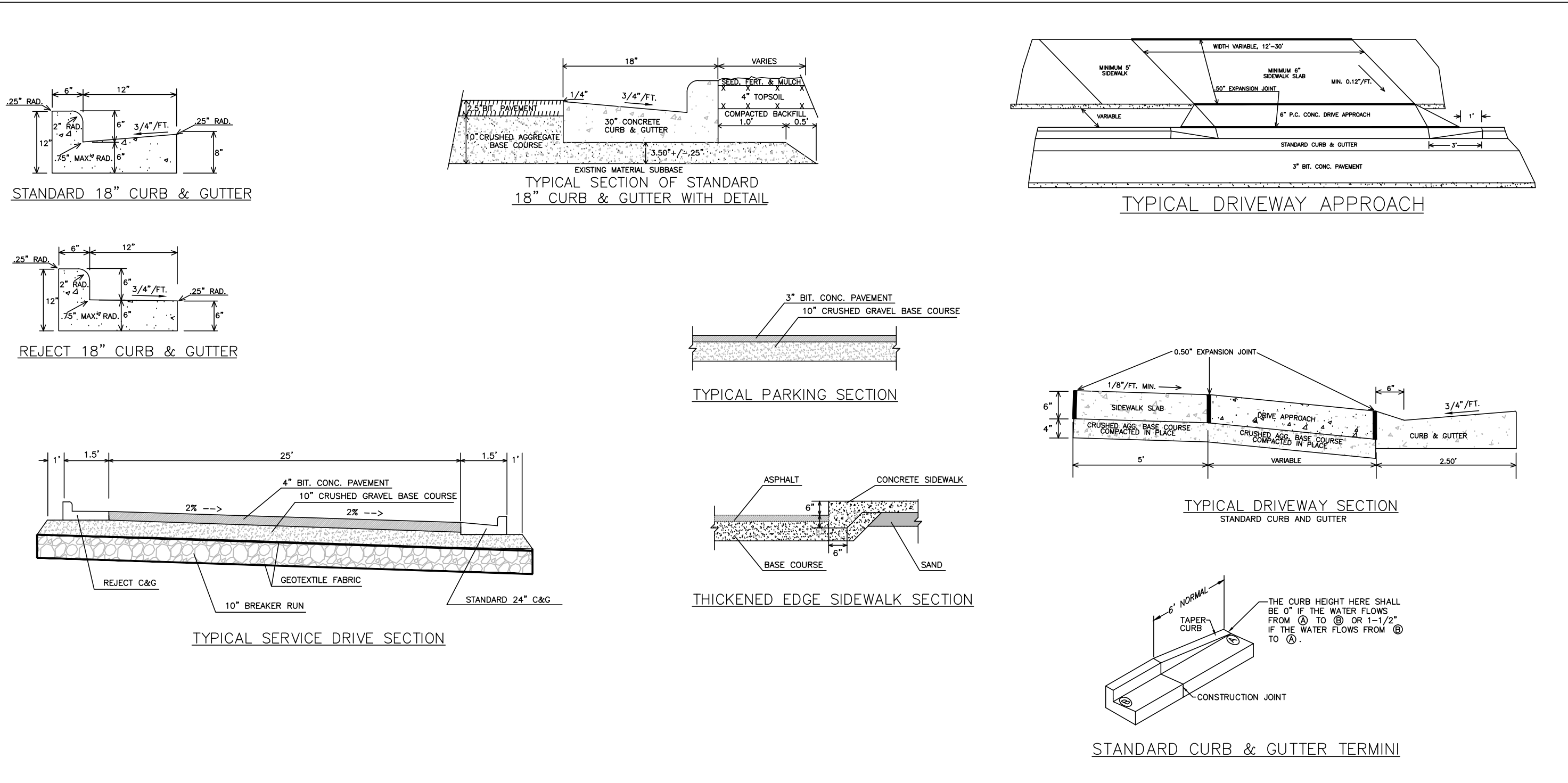
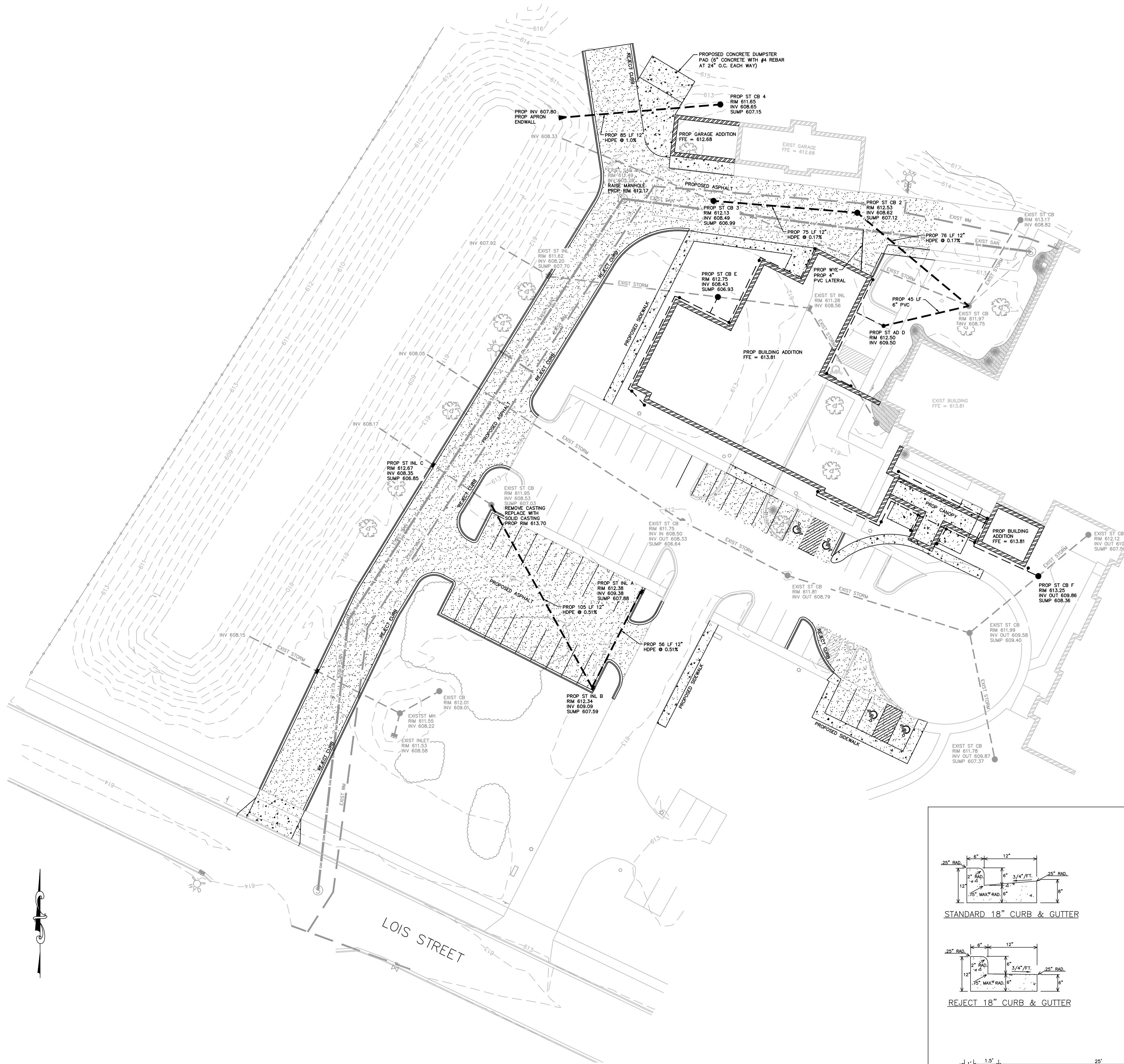


BROWN TECHNICAL SERVICES LLC
CONSULTING ENGINEERS
404 FRANKLIN ST. WAUSAU, WI 54403
PHONE & FAX - (715) 843-7292
WWW.MTSLLC.NET

REVISION DATE
SURVEYED: RIVERSIDE
DESIGNED: MTS
CHECKED: MTS
APPROVED: MMT

DEMOLITION PLAN
RENNES - SNF ADDITION
DE PERE, WI BROWN CO.

SCALE
1" = 30'
SHEET NO.
C2

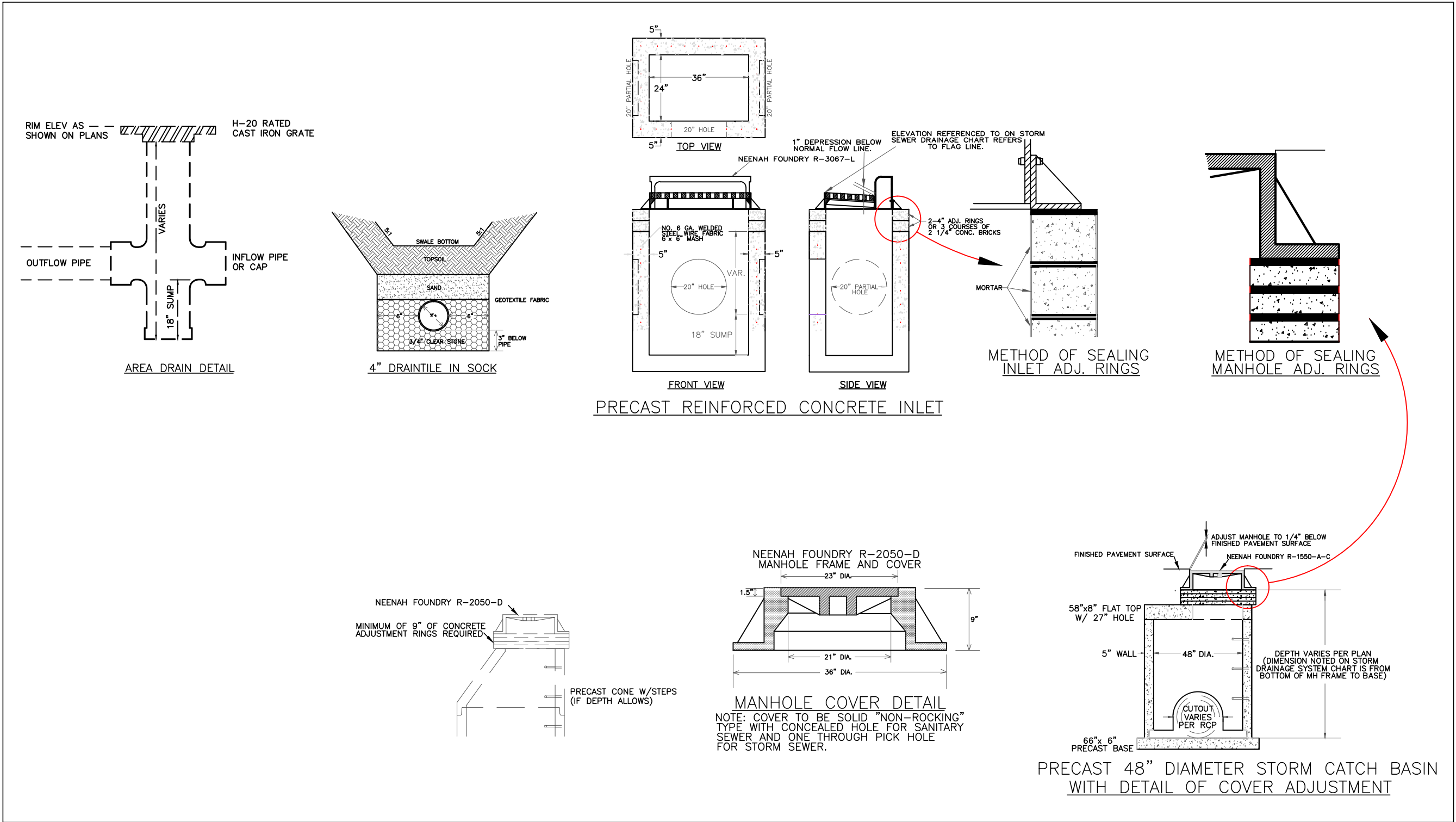
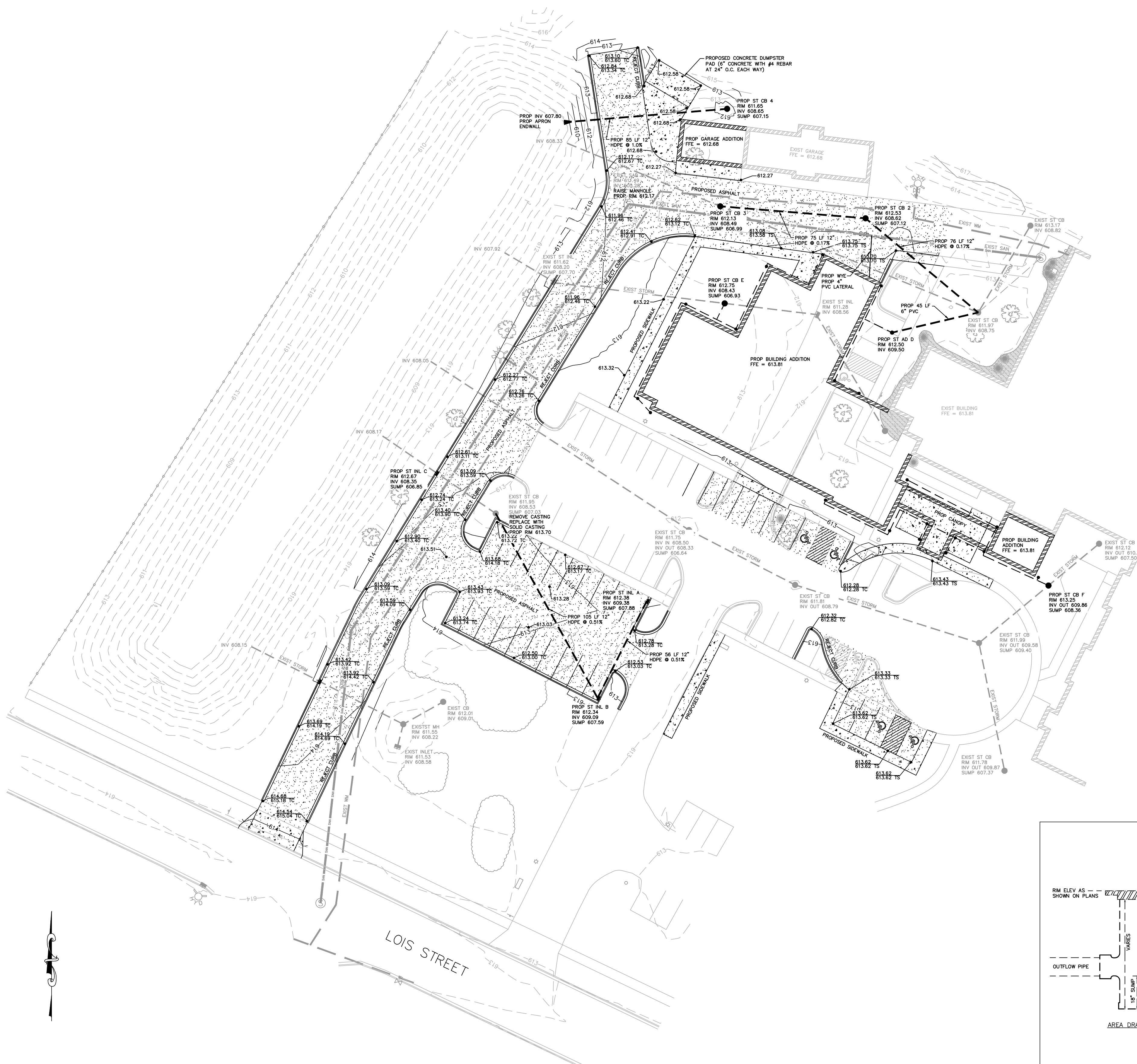


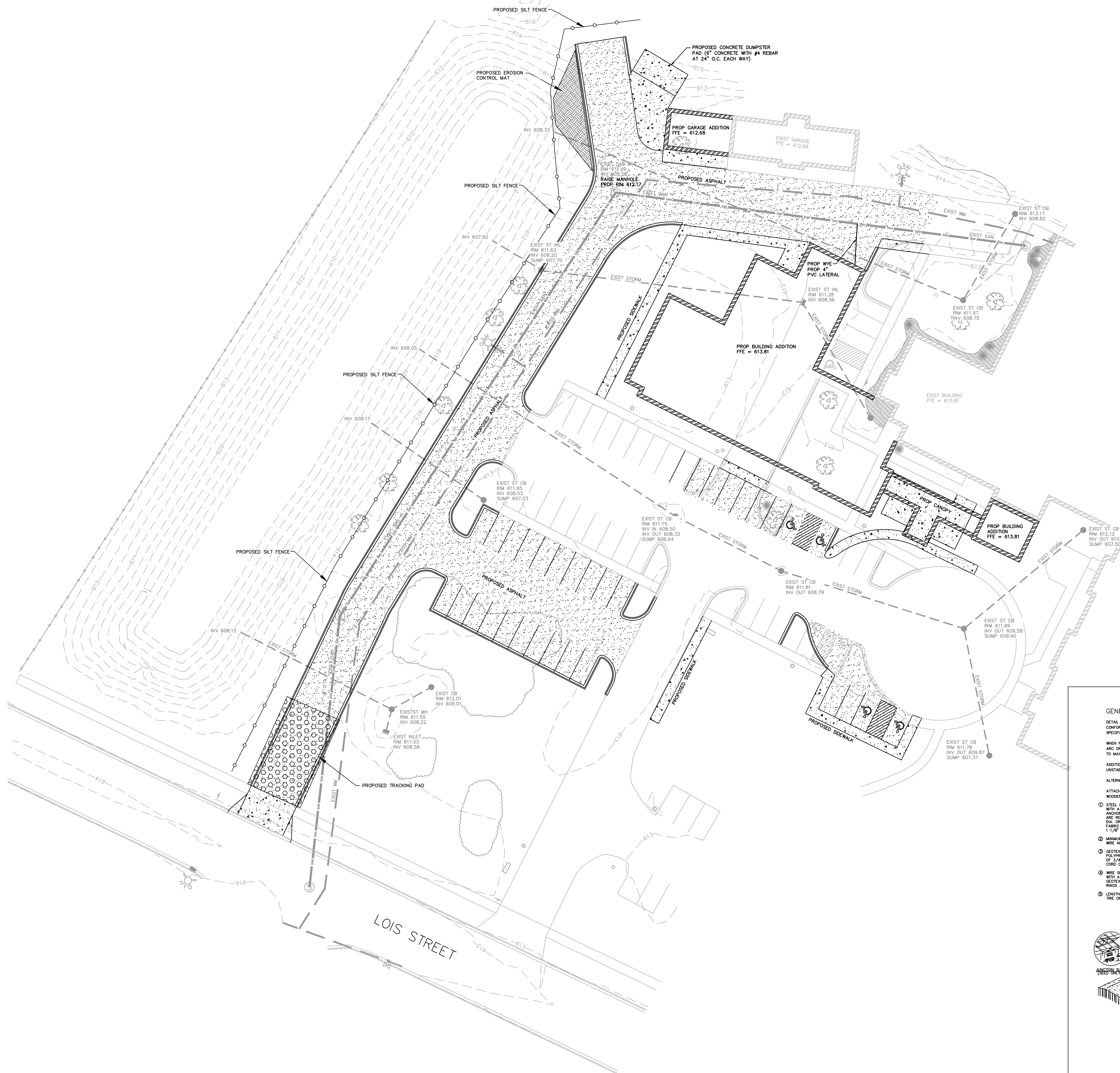
BROWN TECHNICAL SERVICES LLC
CONSULTING ENGINEERS
404 FRANKLIN ST. WAUSAU, WI 54403
PHONE & FAX (715) 843-7292
WWW.MTSLC.NET

REVISION DATE
SURVEYED RIVERSIDE
DESIGNED MTS
APPROVED MMV

PROPOSED SITE PLAN
RENNES - SNF ADDITION
DE PERE, WI BROWN CO.

SCALE
1" = 30'
SHEET NO.
C3



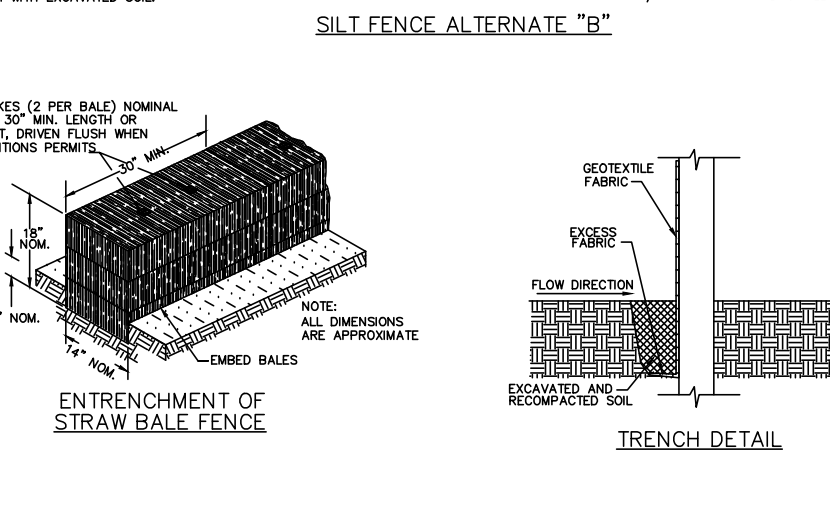
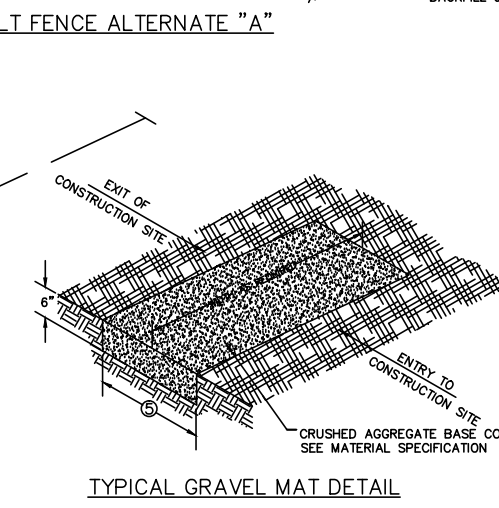
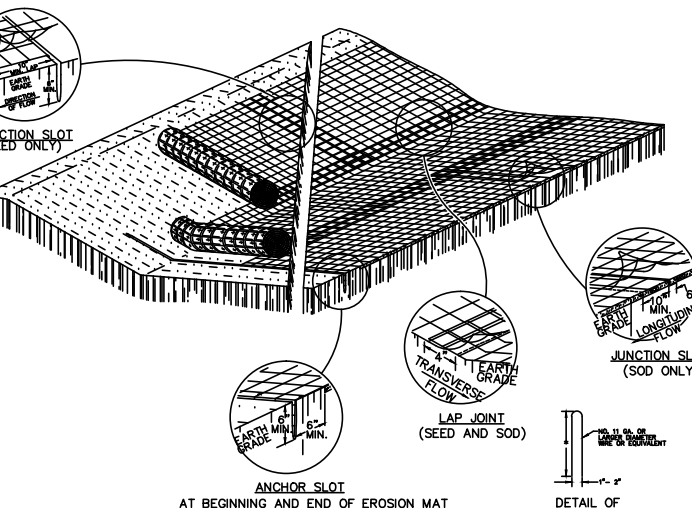
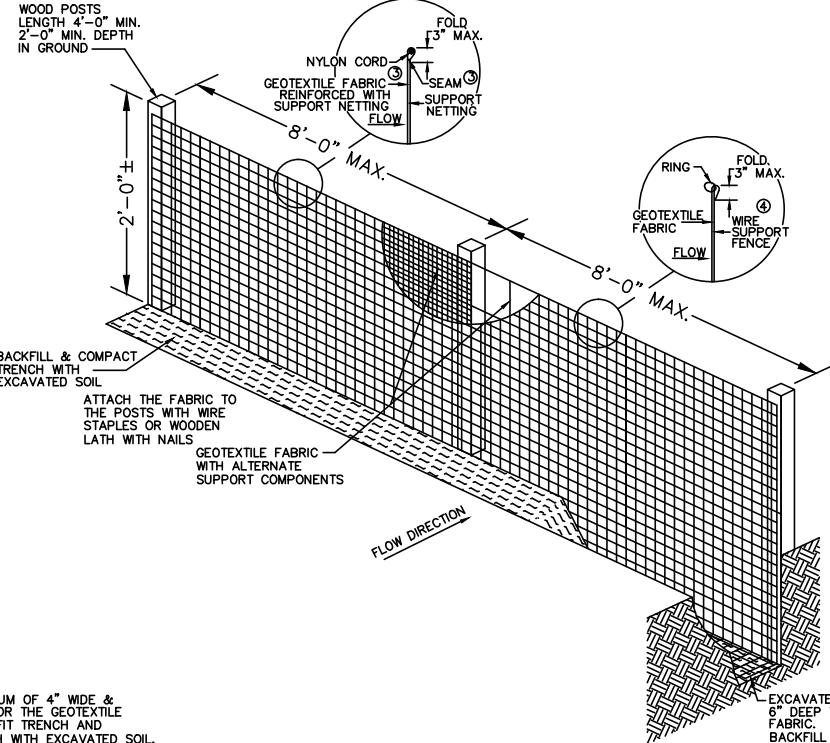
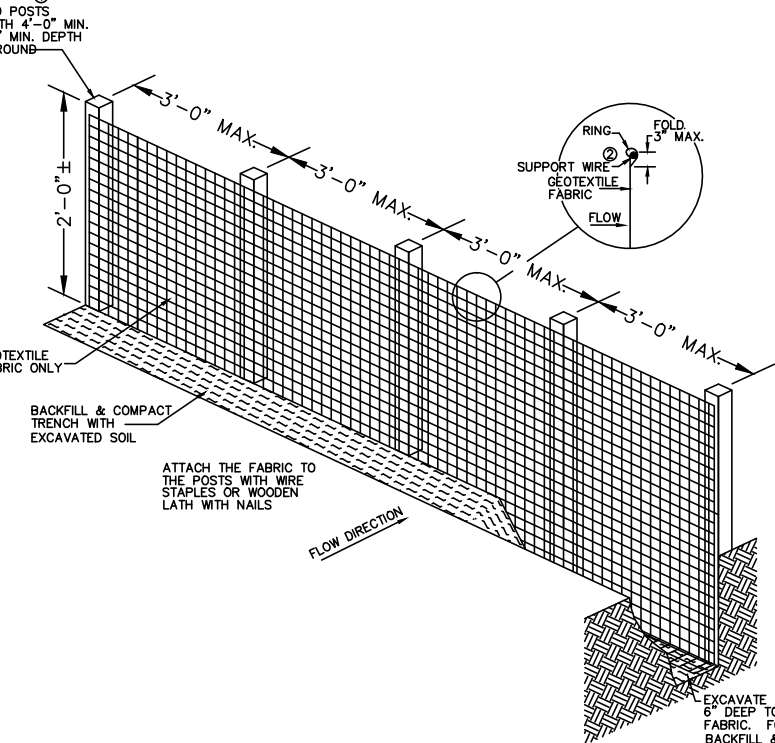


PROPOSED EROSION CONTROL AND CONSTRUCTION SCHEDULE

- *WEEKLY EROSION CONTROL LOGS ARE THE RESPONSIBILITY OF THE CONTRACTOR. INSPECT EROSION CONTROL PRACTICES WEEKLY AND AFTER RAINFALL EVENTS. MAKE ANY REPAIRS IMMEDIATELY.
- MARK THE WORK LIMITS AND AREAS TO REMAIN UNDISTURBED.
- INSTALL SILT FENCE WHERE SHOWN.
- INSTALL TEMPORARY TRACKING PADS WHERE SHOWN FOR CONSTRUCTION ENTRANCE AND EXIT.
- STRIP TOPSOIL AND STOCKPILE IN LOCATION APPROVED BY ENGINEER AND OWNER.
- INSTALL SILT FENCE AROUND THE PERIMETER OF TOPSOIL STOCKPILE. SEED WITH ANNUAL RYE AFTER COMPLETION OF STOCKPILING OR IF LEFT UNDISTURBED FOR MORE THAN 14 DAYS.
- INSTALL UNDERGROUND UTILITIES.
- CONSTRUCT BASEMENT AND BACKFILL.
- ROUGH GRADE SITE.
- STABILIZE PROPOSED PAVEMENT AREAS WITH CRUSHED AGGREGATE BASE COURSE.
- FINAL GRADE SITE AND PLACE REQUIRED TOPSOIL.
- SEED FERTILIZE AND MULCH.
- INSTALL EROSION CONTROL MAT ON ANY SLOPES GREATER THAN 1:5.
- INSTALL RIPRAP WHERE SHOWN.
- REMOVE TEMPORARY EROSION CONTROL MEASURES AFTER SITE IS STABILIZED.
- REMOVE EXCESS MATERIALS OFFSITE.
- INSTALL ALL EROSION CONTROL MEASURES IN ACCORDANCE WITH WDNR CONSERVATION PRACTICE STANDARDS.

GENERAL NOTES:

- DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PRESENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND APPLICABLE SPECIAL PROVISIONS.
- WHEN FORMING THE SILT FENCE SHOULD BE CONSTRUCTED IN AN ARC OR HORSESHOE SHAPE, WITH THE ENDS POINTING UPSLOPE TO MAINTAIN BOTH STRENGTH AND EFFECTIVENESS.
- ADDITIONAL POST DEPTH OR THE BACKS MAY BE REQUIRED IN UNSTABLE SOIL CONDITIONS.
- ALTERNATES "A" & "B" ARE EQUAL AND EITHER MAY BE USED.
- ATTACH THE FABRIC TO THE POSTS WITH WIRE STAPLES OR WOODEN LATH AND NAILS.
- STEEL POSTS SHALL BE A STUDDED "T" OR "V" TYPE WITH A MINIMUM HEIGHT OF 3/8" USE LUMBER POST (WITHOUT ANCHORS) WITH ANCHORS EQUIVALENT TO POSTS FOR MOVEMENT ARE REQUIRED. WOOD POSTS SHALL BE MINIMUM SIZE OF 4" DIA. OR 1 1/2" x 3 1/2" EXCEPT WOOD POSTS FOR GEOTEXTILE FABRIC REINFORCED WITH NETTING SHALL BE MINIMUM SIZE OF 1 1/2" x 1 1/8" OAK OR HICKORY.
- WHENEVER A GATE WIRE REQUIRED TOLD FABRIC 3" OVER THE WIRE AND STAPLE OR PLACE WIRE RINGS ON 12" C-C.
- GEOTEXTILE FABRIC SHALL BE REINFORCED WITH AN INDUSTRIAL POLYPROPYLENE NETTING WITH A MAXIMUM MESH SPACING OF 1/4" OR EQUAL. A HEAVY DUTY WOODEN TOP SUPPORT CORD OR EQUIVALENT IS REQUIRED.
- WIRE SUPPORT FENCE SHALL BE 14 GAGE MINIMUM WIDTH WITH A MAXIMUM MESH SPACING OF 2" SECURE TOP OF GEOTEXTILE FABRIC TO TOP OF FENCE WITH STAPLES OR WIRE RINGS AT 12" C-C.
- LENGTH NOT LESS THAN THE CIRCUMFERENCE OF THE LARGEST TIRE ON THE CONSTRUCTION EQUIPMENT, PLUS 5 FEET.



SOIL REINFORCEMENT MATTING

- GENERAL NOTES:
- VARIATIONS IN THE DIMENSIONS OR MATERIALS SHOWN HEREON SHALL BE PERMITTED IF THEY PROVIDE EQUIVALENT PROTECTION AND MATERIAL STRENGTH AND IF PRIOR APPROVAL OF THE ENGINEER IS OBTAINED.
- LAP JOINTS SHALL NOT BE PLACED IN THE BOTTOM OF V-SHAPED DITCHES.
- ANCHOR SLOTS ON ADJACENT STRIPS OF MATTING SHALL BE STAGGERED A MINIMUM OF 4 FEET (MIN).
- EDGES OF THE EROSION MAT SHALL BE IMPRESSED IN THE SOIL.
- EROSION MAT SHALL BE MEASURED AND PAID FOR IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
- EROSION MAT OVER SOIL:
 - A. ONLY LIVE FABRIC WILL BE PERMITTED OVER SOIL.
 - B. WOOD STAKES FOR SOIL MAY BE OMITTED BY THE ENGINEER IF THE EXISTING SLOPE AND SOIL CONDITIONS ARE SUITABLE.
 - C. THE WIDTH OF THE EROSION MAT SHALL ALWAYS EQUAL THE SOIL WIDTH.
 - D. SOIL STRIPS MAY BE PLACED EITHER LONGITUDINALLY OR TRANSVERSELY TO THE FLOW LINE OF THE DITCH.
- EROSION MAT OVER SEEDING:
 - ANCHOR OR ANCHOR SLOTS SHALL BE AT MINIMUM INTERVALS OF 100 FEET ON GRADES UP TO AND INCLUDING 3% AND 50 FEET ON GRADES EXCEEDING 3%.

NOTE: NOT TO SCALE



• SITE DESIGN •
• LANDSCAPE ARCHITECTURE •
• PLANNING •

2776 North Shales Avenue
Milwaukee, WI 53210
Tel: 414.449.1555
Fax: 414.449.2425
www.paragondg.com

209 south water street milwaukee, wisconsin 53204 414.399.3660
2310 crossroads drive suite 2000 madison, wisconsin 53718 608.240.9900
1613 hawthorne road suite 3 sarasota, florida 34236 941.546.8616
www.prach.com

prach
PLUNKETT RAYSICH
ARCHITECTS, LLP

Attachment: 150138-01 City Submittal Drawing Set: 09-11-15 (010) Precise Implementation Plan for Rennes SNF Addition

THE RENNES GROUP - DE PERE SNF ADDITION

200 SOUTH 9TH STREET
DE PERE, WI 54115

Revisions:

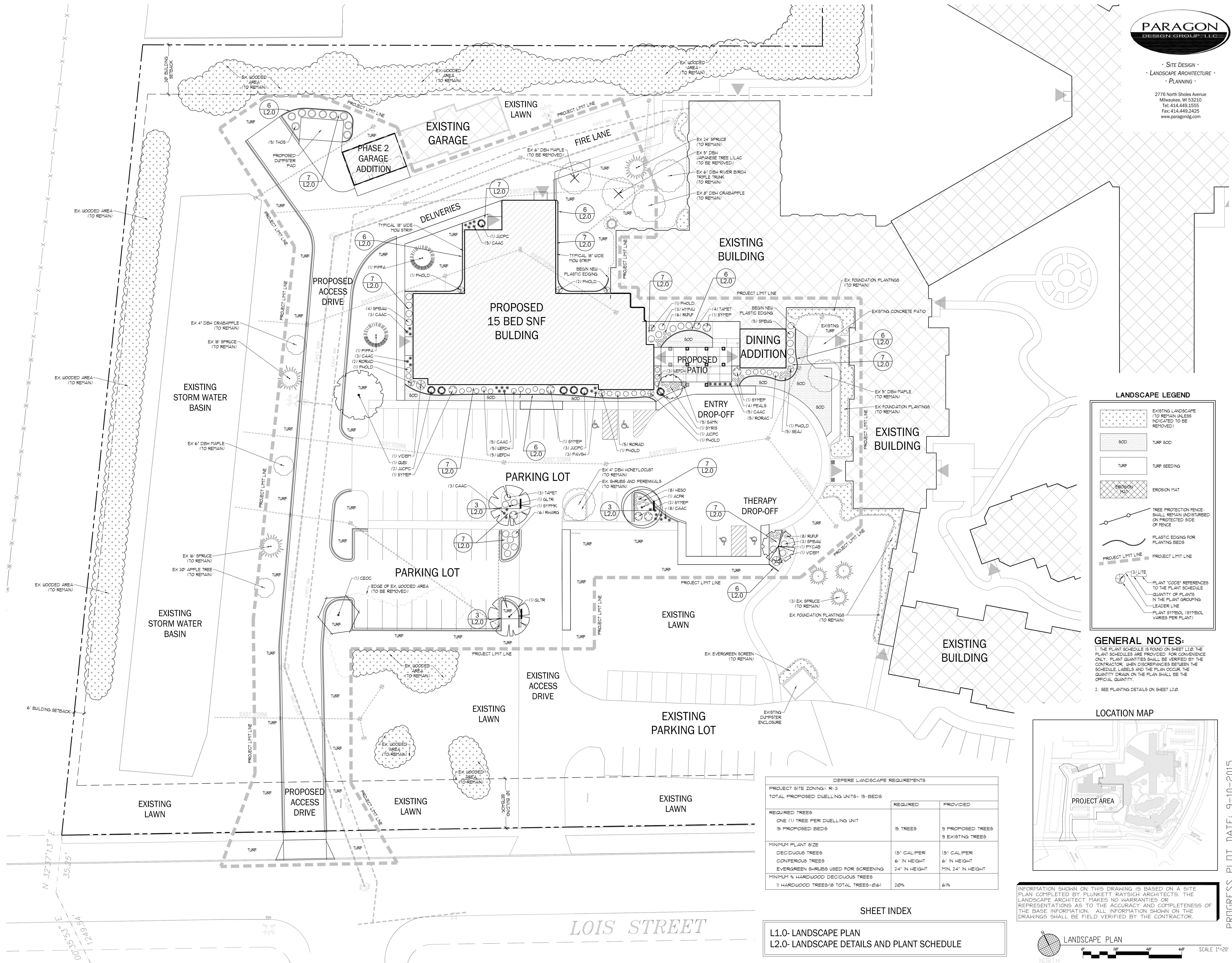
Drawn By:
BJB
Date:
09-11-15

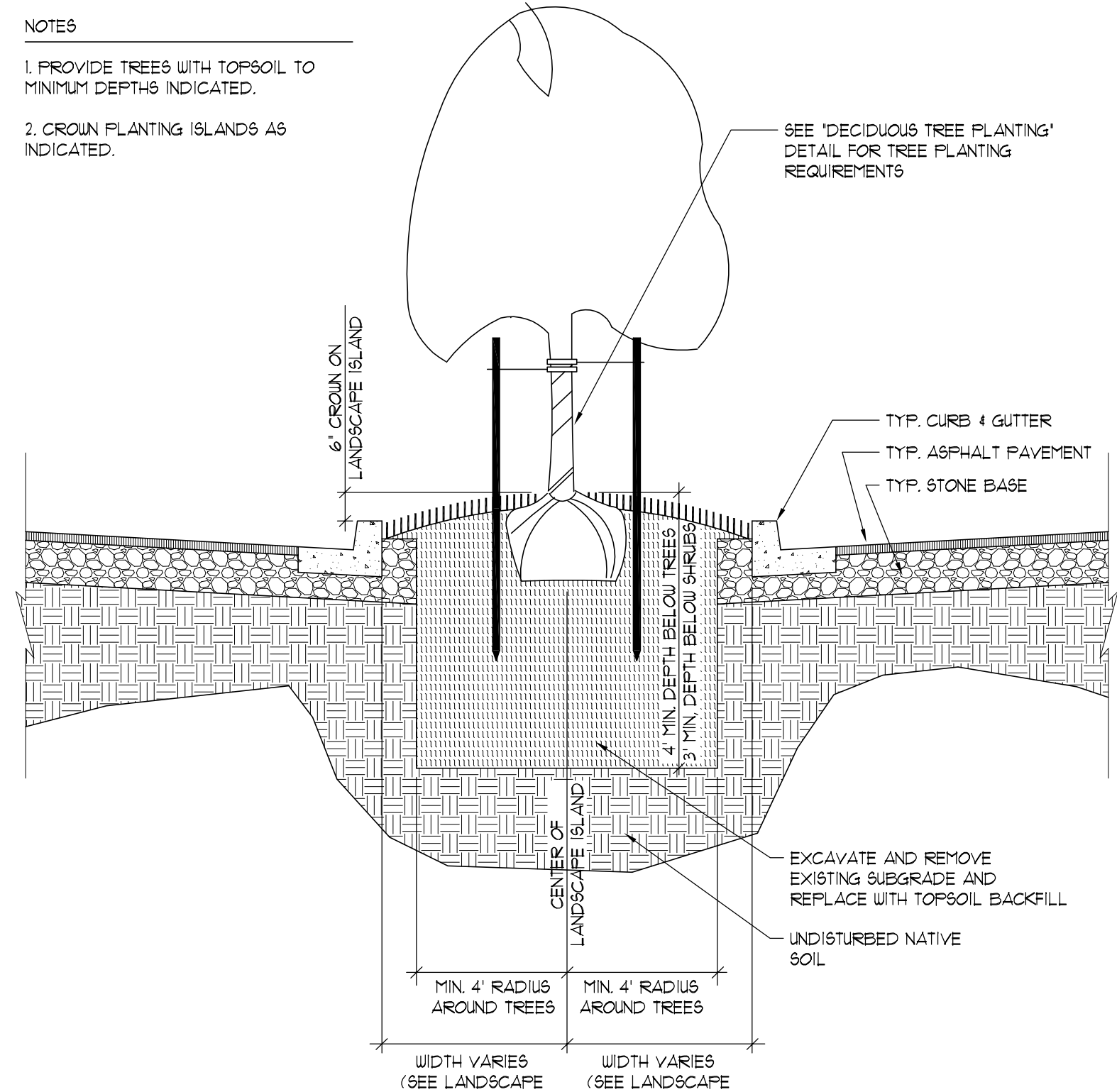
Job No.:
150138-01

Sheet No.:

L1.0

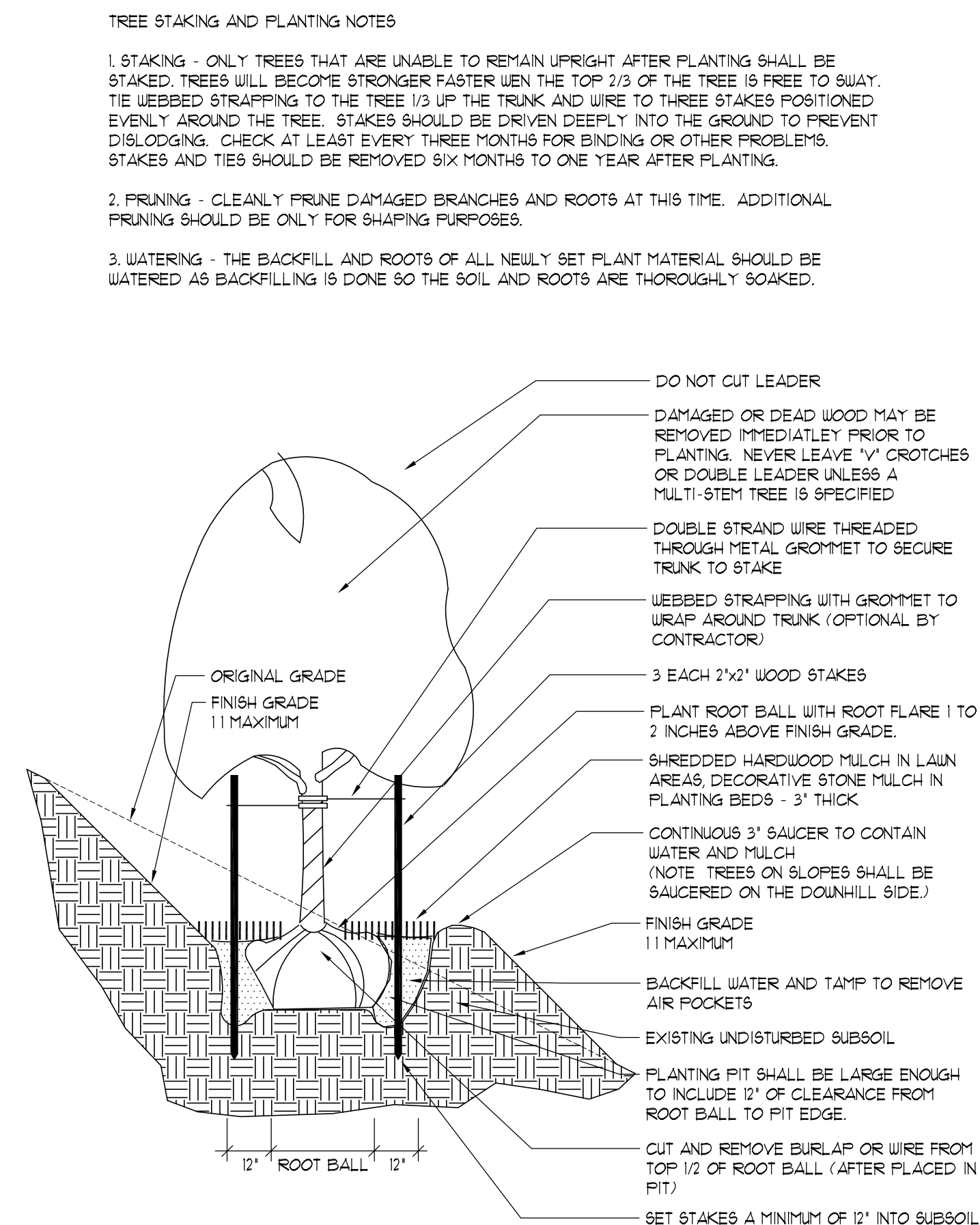
PROGRESS PLOT DATE: 9-10-2015
© 2015 Plunkett Raysich Architects, LLP





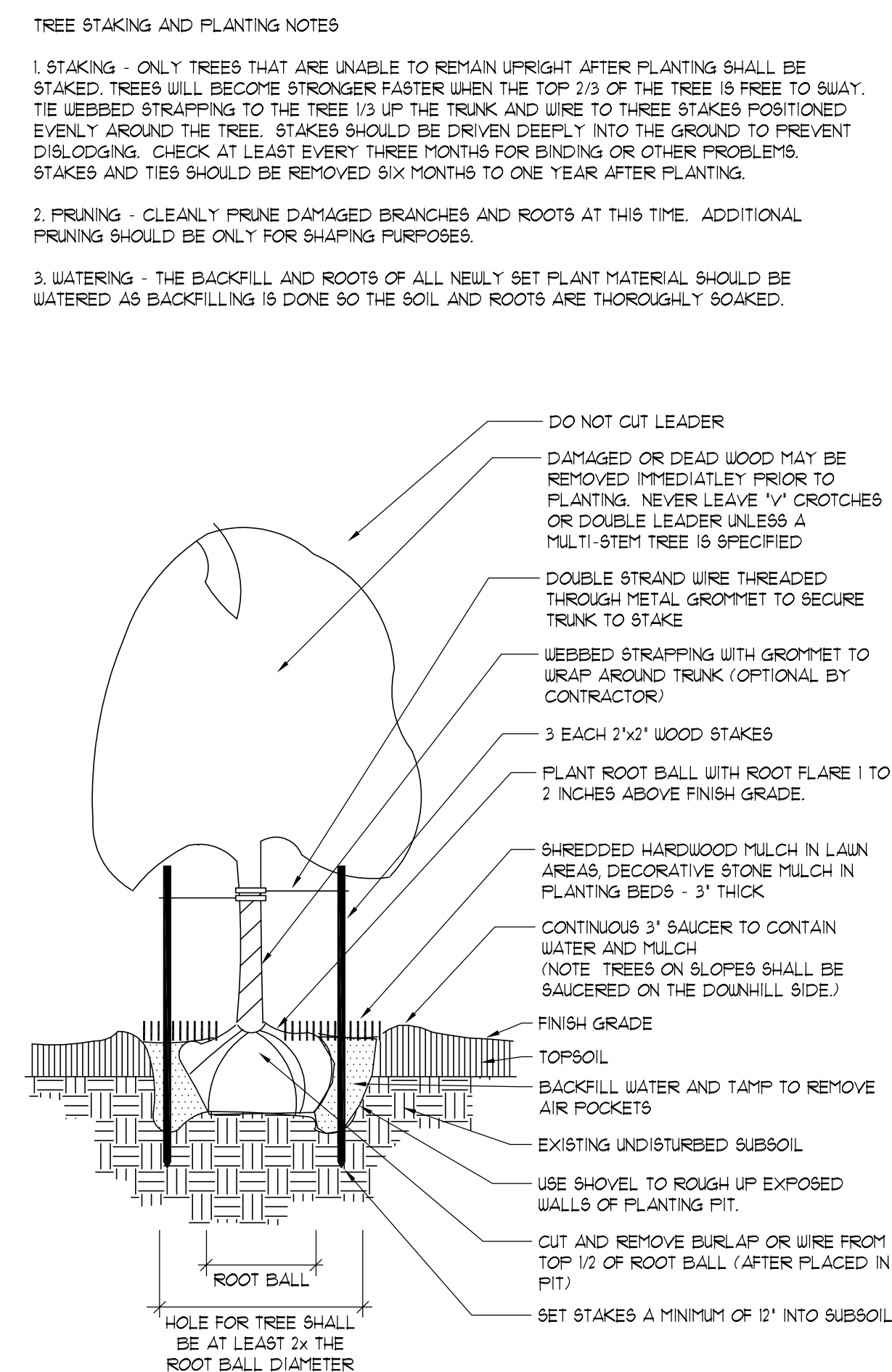
3 PARKING LOT LANDSCAPE ISLAND DETAIL

SCALE: NOT TO SCALE



2 TREE PLANTING ON SLOPE

SCALE: NOT TO SCALE



1 DECIDUOUS TREE PLANTING

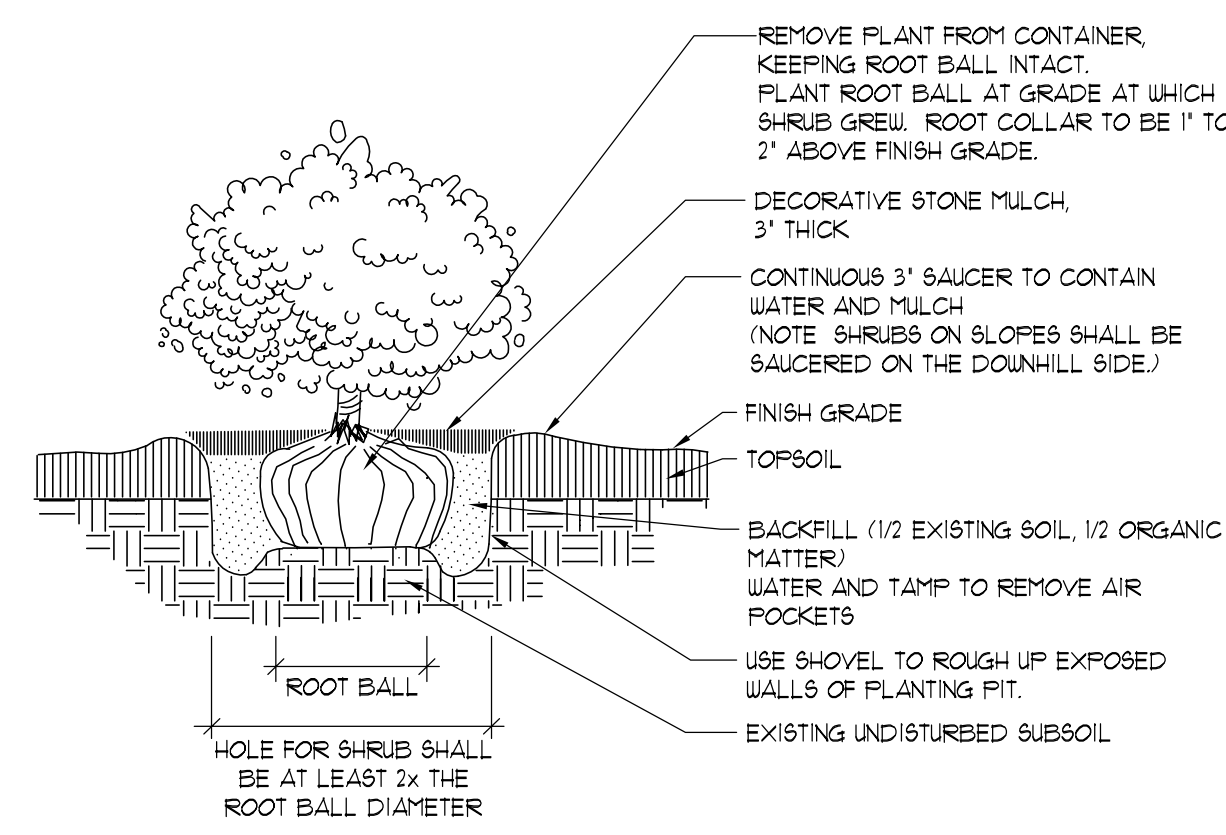
SCALE: NOT TO SCALE

EVERGREEN TREE STAKING AND PLANTING NOTES

1. STAKING - ONLY EVERGREEN TREES THAT ARE UNABLE TO REMAIN UPRIGHT AFTER PLANTING SHALL BE STAKED. EVERGREEN TREES WILL BECOME STRONGER FASTER WHEN THE TOP 1/3 OF THE EVERGREEN TREE IS FREE TO SWAY. TIE WEBBED STRAPPING TO THE TREE 1/3 UP THE TRUNK AND WIRE TO THREE STAKES POSITIONED EVENLY AROUND THE EVERGREEN TREE. STAKES SHOULD BE DRIVEN DEEPLY INTO THE GROUND TO PREVENT DISLODGING. CHECK AT LEAST EVERY THREE MONTHS FOR BINDING OR OTHER PROBLEMS. STAKES AND TIES SHOULD BE REMOVED SIX MONTHS TO ONE YEAR AFTER PLANTING.
2. PRUNING - CLEANLY PRUNE ONLY DAMAGED BRANCHES AND ROOTS AT THIS TIME. ADDITIONAL PRUNING SHOULD BE ONLY FOR SHAPING PURPOSES.
3. WATERING - THE BACKFILL AND ROOTS OF ALL NEWLY SET PLANT MATERIAL SHOULD BE WATERED AS BACKFILLING IS DONE SO THE SOIL AND ROOTS ARE THOROUGHLY SOAKED.

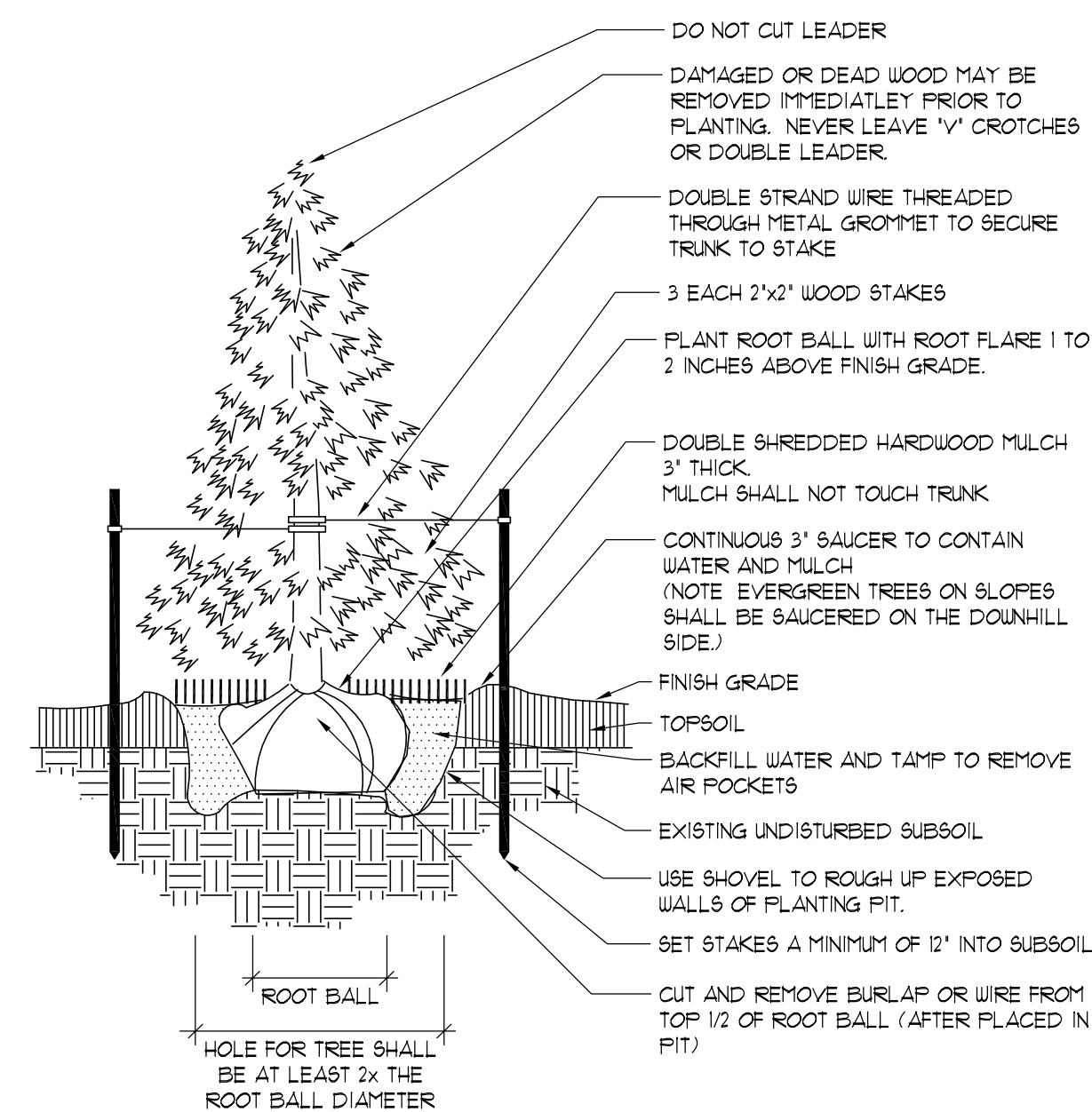
SHRUB PLANTING NOTES

1. PRUNING - CLEANLY PRUNE DAMAGED BRANCHES AND ROOTS AT THIS TIME. ADDITIONAL PRUNING SHOULD BE ONLY FOR SHAPING PURPOSES.
2. PLANTING - ALL SYNTHETIC MATERIAL SHOULD BE REMOVED FROM THE ROOTS, TRUNK, OR CROWN OF PLANT. SET THE PLANT SO IT WILL BE AT ITS ORIGINAL DEPTH SLIGHTLY ABOVE EXISTING GRADE. BACKFILL WITH SPECIFIED SOIL MIX.
3. WATERING - THE BACKFILL AND ROOTS OF ALL NEWLY SET PLANT MATERIAL SHOULD BE WATERED AS BACKFILLING IS DONE SO THE SOIL AND ROOTS ARE THOROUGHLY SOAKED.



5 SHRUB PLANTING DETAIL

SCALE: NOT TO SCALE



4 EVERGREEN TREE PLANTING

SCALE: NOT TO SCALE

PLANT SCHEDULE

CANOPY TREES (INSTALL ACCORDING TO DETAIL 1/L2.0, ON SLOPES ACCORDING TO 2/L2.0 AND LANDSCAPE ISLANDS ACCORDING TO 3/L2.0)

CODE	SCIENTIFIC NAME	COMMON NAME	QTY.	PLANTING SIZE	MATURE SIZE
ACFR	<i>Acer x freemanii</i> 'Jeffershire'	Autumn Blaze Maple	1	15" Cal. Bx B	H-45', W-30'
CEOC	<i>Celtis occidentalis</i>	Common Hackberry	1	15" Cal. Bx B	H-50', W-45'
GLTR	<i>Gleditsia triacanthos inermis</i> 'Skyline'	Skyline Honeylocust	2	15" Cal. Bx B	H-50', W-35'
QUBI	<i>Quercus bicolor</i>	Swamp White Oak	1	15" Cal. Bx B	H-60', W-60'

ORNAMENTAL TREES (INSTALL ACCORDING TO DETAIL 1/L2.0, ON SLOPES ACCORDING TO 2/L2.0 AND LANDSCAPE ISLANDS ACCORDING TO 3/L2.0)

CODE	SCIENTIFIC NAME	COMMON NAME	QTY.	PLANTING SIZE	MATURE SIZE
PYCAB	<i>Pyrus calleryana</i> 'Autumn Blaze'	Autumn Blaze Pear	1	15" Cal. Bx B	H-35', W-20'
STRIS	<i>Syringa reticulata</i> 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	1	15" Cal. Bx B	H-25', W-15'

EVERGREEN TREES (INSTALL ACCORDING TO DETAIL 4/L2.0)

CODE	SCIENTIFIC NAME	COMMON NAME	QTY.	PLANTING SIZE	MATURE SIZE
PIRPA	<i>Picea pungens</i> 'Fat Albert'	Fat Albert Spruce	2	6" Tall Bx B	H-20', W-15'

EVERGREENS / BROADLEAF EVERGREEN SHRUBS (INSTALL ACCORDING TO DETAIL 5/L2.0)

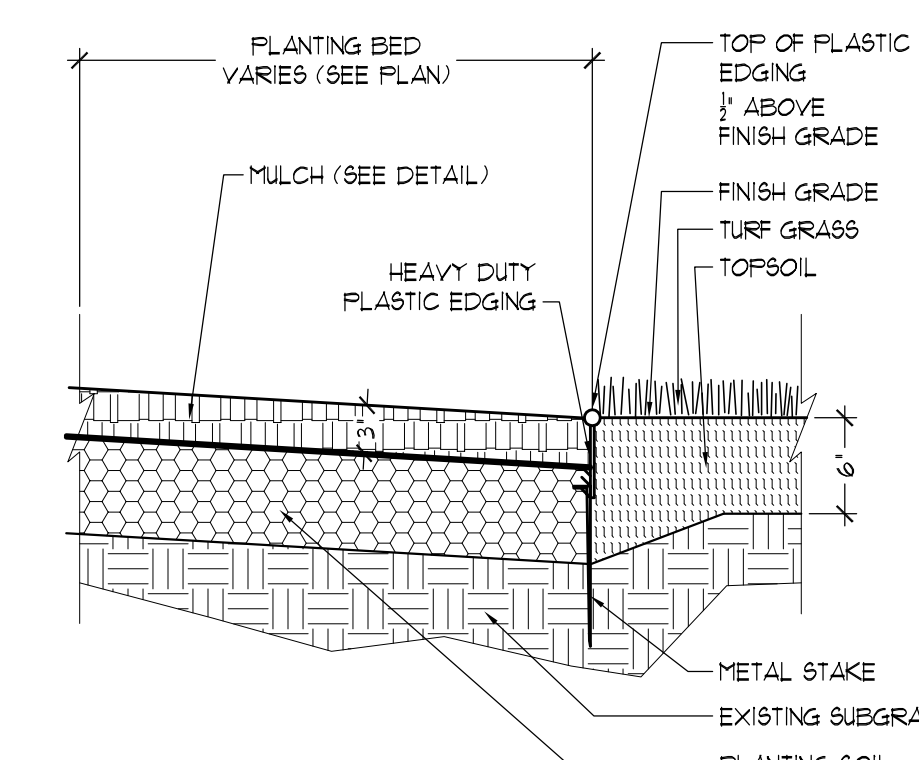
CODE	SCIENTIFIC NAME	COMMON NAME	QTY.	PLANTING SIZE	MATURE SIZE
JUCPC	<i>Juniperus chinensis</i> 'Pfitzeriana compacta'	Compact Pfitzer Juniper	6	18" Spread Pot	H-2', W-6'
TAMET	<i>Taxus x media</i> 'Tauntoni'	Tauntoni Yew	1	24" Spread Bx B	H-4', W-5'
THOS	<i>Thuja occidentalis</i> 'Emerald'	Emerald Green Arborvitae	9	4" Tall Bx B	H-15', W-4'

DECIDUOUS SHRUBS (INSTALL ACCORDING TO DETAIL 5/L2.0)

CODE	SCIENTIFIC NAME	COMMON NAME	QTY.	PLANTING SIZE	MATURE SIZE
HYPAJ	<i>Hydrangea paniculata</i> 'Jane'	Little Lime Hydrangea	3	18" Tall Pot	H-4', W-4'
PHOLD	<i>Physocarpus opulifolius</i> 'Little Devil'	Little Devil Ninebark	8	24" Tall Pot	H-4', W-4'
RHARG	<i>Rhus aromatica</i> 'Gro-low'	Gro Low Sumac	6	18" Spread Pot	H-2', W-5'
RORAC	<i>Rosa 'RADcon'</i>	Pink Knock Out Rose	5	18" Tall Pot	H-3', W-3'
RORAD	<i>Rosa 'RADrazz'</i>	Knock Out Rose	1	18" Tall Pot	H-3', W-3'
SPBAW	<i>Spiraea x bumalda</i> 'Anthony Waterer'	Anthony Waterer Spiraea	7	18" Tall Pot	H-3', W-4'
SPBAG	<i>Spiraea x bumalda</i> 'Goldflame'	Goldflame Spiraea	5	18" Tall Pot	H-3', W-4'
SYMKP	<i>Syringa meyeri</i> 'Palom'	Dwarf Korean Lilac	6	2" Tall Bx B	H-5', W-1'
SYMKK	<i>Syringa patula</i> 'Miss Kim'	Miss Kim Lilac	1	2" Tall Bx B	H-5', W-5'
VIDBM	<i>Viburnum dentatum</i> 'Blue Muffin'	Blue Muffin Viburnum	2	3" Tall Bx B	H-6', W-6'
WEFCH	<i>Weigela florida</i> 'Dark Horse'	Dark Horse Weigela	13	18" Tall Pot	H-3', W-3'

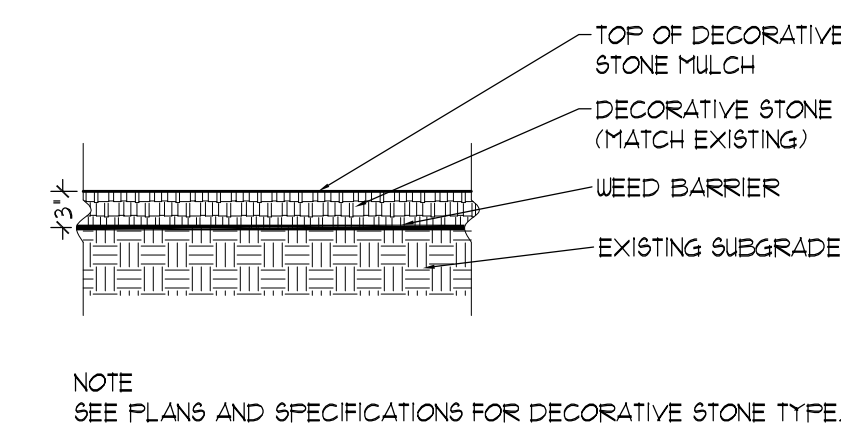
PERENNIALS / GRASSES / VINES

CODE	SCIENTIFIC NAME	COMMON NAME	QTY.	PLANTING SIZE	SPACING
CAAC	<i>Calamagrostis acutiflora</i> 'Karl Foerster'	Karl Foerster Feather Reed Grass	21	1" Pot	24" O.C.
PAVSH	<i>Panicum virgatum</i> 'Shenandoah'	Shenandoah Switch Grass	3	1" Pot	24" O.C.
FEALS	<i>Ferovakia atriplicifolia</i> 'Little Spire'	Little Spire Russian Sage	4	1" Pot	18" O.C.
RUFUF	<i>Rudbeckia fulgida</i> var. <i>fulgida</i>	Fulgida Black-eyed Susan	14	Quart Pot	18" O.C.
SAMN	<i>Salvia 'May Night'</i>	May Night Meadow Sage	9	Quart Pot	15" O.C.
SEAJ	<i>Sedum spectabile</i> 'Autumn Joy'	Autumn Joy Sedum	5	Quart Pot	18" O.C.



6 TYPICAL PLASTIC EDGE SECTION

SCALE: 1" = 1'-0"



7 TYPICAL DECORATIVE STONE MULCH SECTION

SCALE: 3/4" = 1'-0"

LANDSCAPE DETAILS AND PLANT SCHEDULE



· SITE DESIGN ·
· LANDSCAPE ARCHITECTURE ·
· PLANNING ·

2776 North Sholes Avenue
Milwaukee, WI 53210
Tel: 414.449.1555
Fax: 414.449.2425
www.paragondg.com

THE RENNES GROUP - DE PERE SNF ADDITION
200 SOUTH 9TH STREET
DE PERE, WI 54115

Revisions:

Drawn By:

BJB

Date:

09-11-15

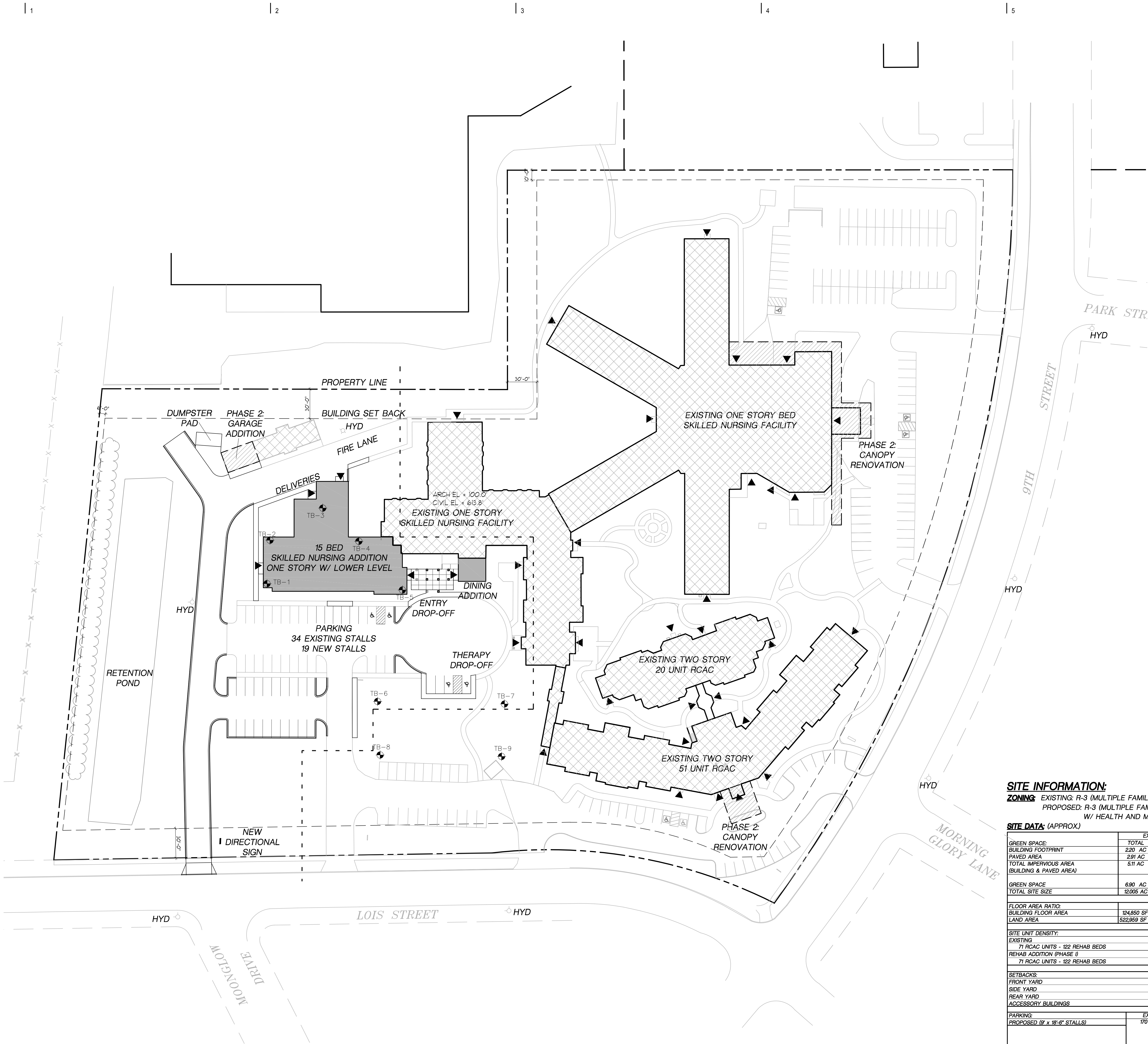
Job No.:

150138-01

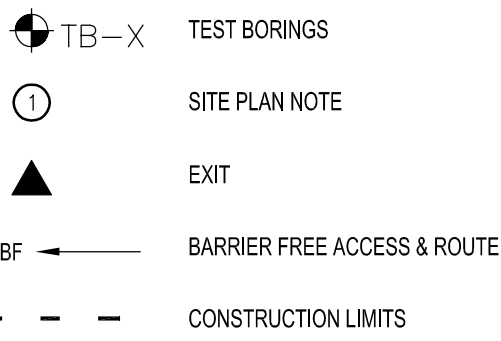
Sheet No.:

L2.0

PROGRESS PLOT DATE: 9-10-2015
© 2015 Plunkett Raysich Architects, LLP



SITE PLAN - SYMBOLS LEGEND



SITE PLAN - GENERAL NOTES

- A. FIELD VERIFY DIMENSIONS AND CONDITIONS AT JOB SITE.
B. REFER TO SITE SURVEY, GRADING PLAN, SITE UTILITIES PLAN, STORMWATER MANAGEMENT PLAN, EROSION CONTROL PLAN, LANDSCAPING PLAN, PLUMBING PLAN, HVAC PLAN AND ELECTRICAL PLAN FOR ADDITIONAL INFORMATION PERTAINING TO SITE PLANNING.
C. MARK ALL UTILITIES. ALL DAMAGED UTILITY OR SERVICES ARE TO BE IMMEDIATELY REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
D. FIELD VERIFY EXISTING FLOOR ELEVATIONS.



SITE PLAN NOTES

- ① NOTE

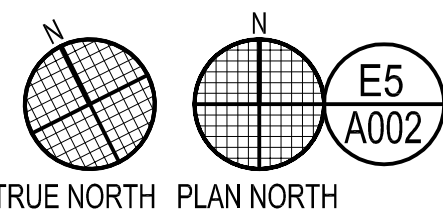
INFORMATION SHOWN ON THIS DRAWING IS BASED ON AN ORIGINAL SURVEY DEVELOPED BY THE REGISTERED SURVEYOR IDENTIFIED THEREON AND UNDER A SEPARATE CONTRACT WITH THE OWNER. THE ARCHITECT MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY AND COMPLETENESS OF THE SURVEY AND PROVIDES THIS INFORMATION ONLY AS A CONVENIENCE TO THE CONTRACTOR.

SITE INFORMATION:

ZONING: EXISTING: R-3 (MULTIPLE FAMILY RESIDENCE DISTRICT)
PROPOSED: R-3 (MULTIPLE FAMILY RESIDENCE DISTRICT) / PDD (PLANNED DEVELOPMENT DISTRICT)
W/ HEALTH AND MEDICAL INSTITUTION CONDITIONAL USE

SITE DATA: (APPROX)

	EXISTING		PHASE I		REQUIRED	EXISTING- PROVIDED	PROPOSED - PHASE I
	TOTAL	% OF TOTAL SITE	TOTAL	% OF TOTAL SITE	R-3	R-3/PDD/COND. USE	R-3/PDD/COND. USE
GREEN SPACE:							
BUILDING FOOTPRINT	220 AC	18.3% APPROX.	246 AC	20.5% APPROX.			
PAVED AREA	291 AC	24.2% APPROX.	332 AC	27.7% APPROX.			
TOTAL IMPERVIOUS AREA (BUILDING & PAVED AREA)	511 AC	42.5% APPROX.	578 AC	48.2% APPROX.			
GREEN SPACE	690 AC	57.5% APPROX.	623 AC	51.8% APPROX.	10%	57.5% APPROX.	51.8% APPROX.
TOTAL SITE SIZE	12005 AC	100%	12005 AC	100%			
FLOOR AREA RATIO:							
BUILDING FLOOR AREA	124,850 SF	23.9% APPROX.	145,857 SF	27.9% APPROX.	75% MAX	23.9% APPROX.	27.9% APPROX.
LAND AREA	522,959 SF		522,959 SF				
SITE UNIT DENSITY:							
EXISTING							
71 RCAC UNITS - 122 REHAB BEDS							
REHAB ADDITION (PHASE II)							
71 RCAC UNITS - 122 REHAB BEDS							
SETBACKS:							
FRONT YARD					30 FT	SEE PLAN	SEE PLAN
SIDE YARD					10 FT	SEE PLAN	SEE PLAN
REAR YARD					30 FT	SEE PLAN	SEE PLAN
ACCESSORY BUILDINGS					4 FT	SEE PLAN	SEE PLAN
PARKING:							
PROPOSED (8' x 18'-6" STALLS)					REHAB: 1 PER 4 BEDS & 1 PER 2 EMPLOYEES RCAC: 1 PER 4 RESIDENTS & 1 PER EMPLOYEE	140 STALLS (9 HANDICAP ACCESSIBLE)	189 STALLS (9 HANDICAP ACCESSIBLE)
	EXISTING 170 STALLS		PHASE I 189 STALLS				



ARCHITECTURAL SITE PLAN

1"=40'

1

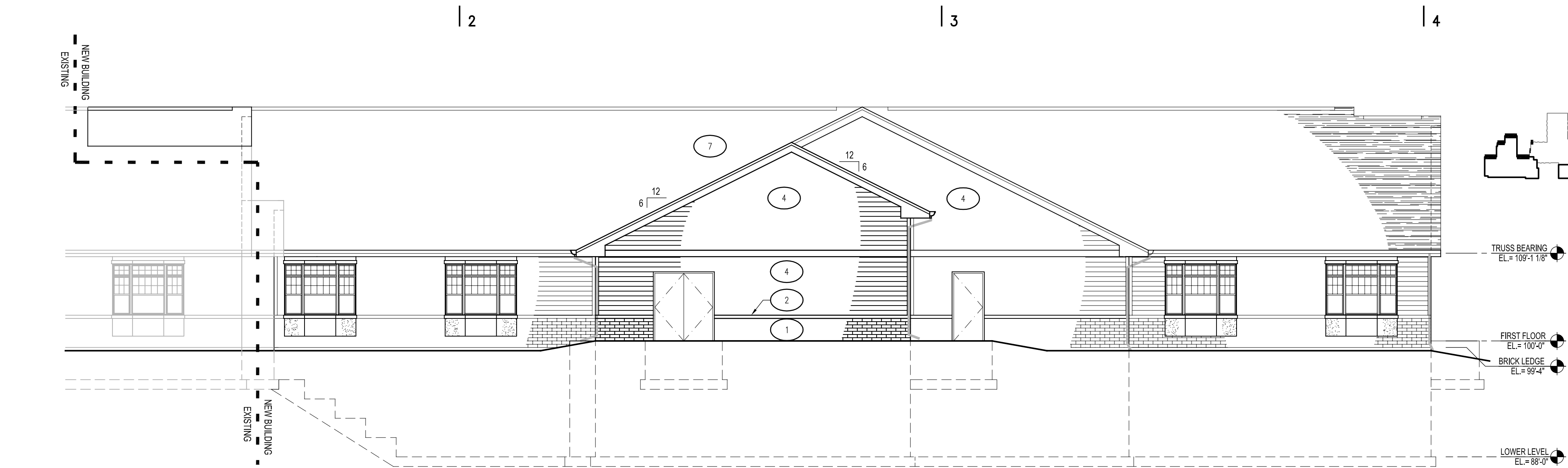
2

3

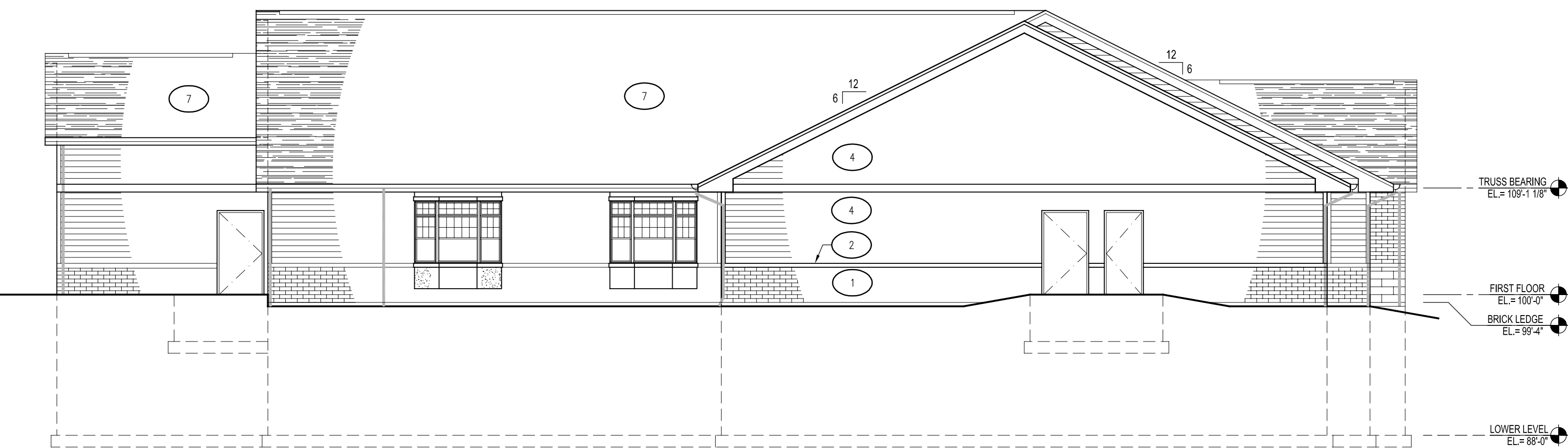
4

5

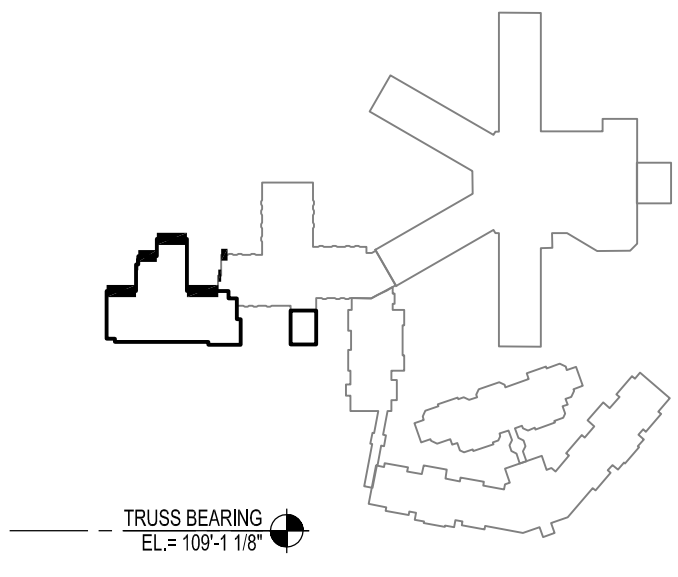
6



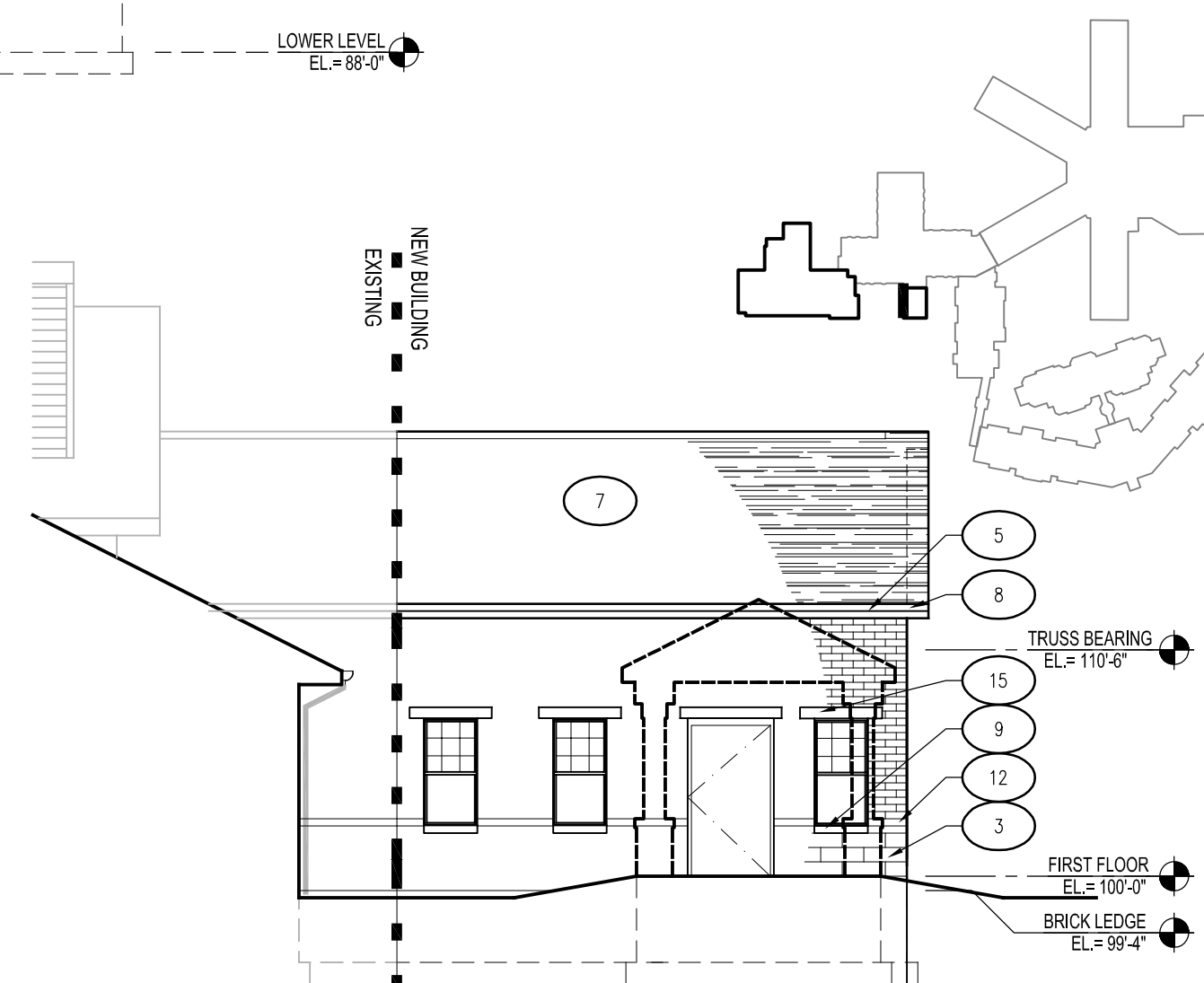
A1 NORTH ELEVATION
1/8"=1'-0"



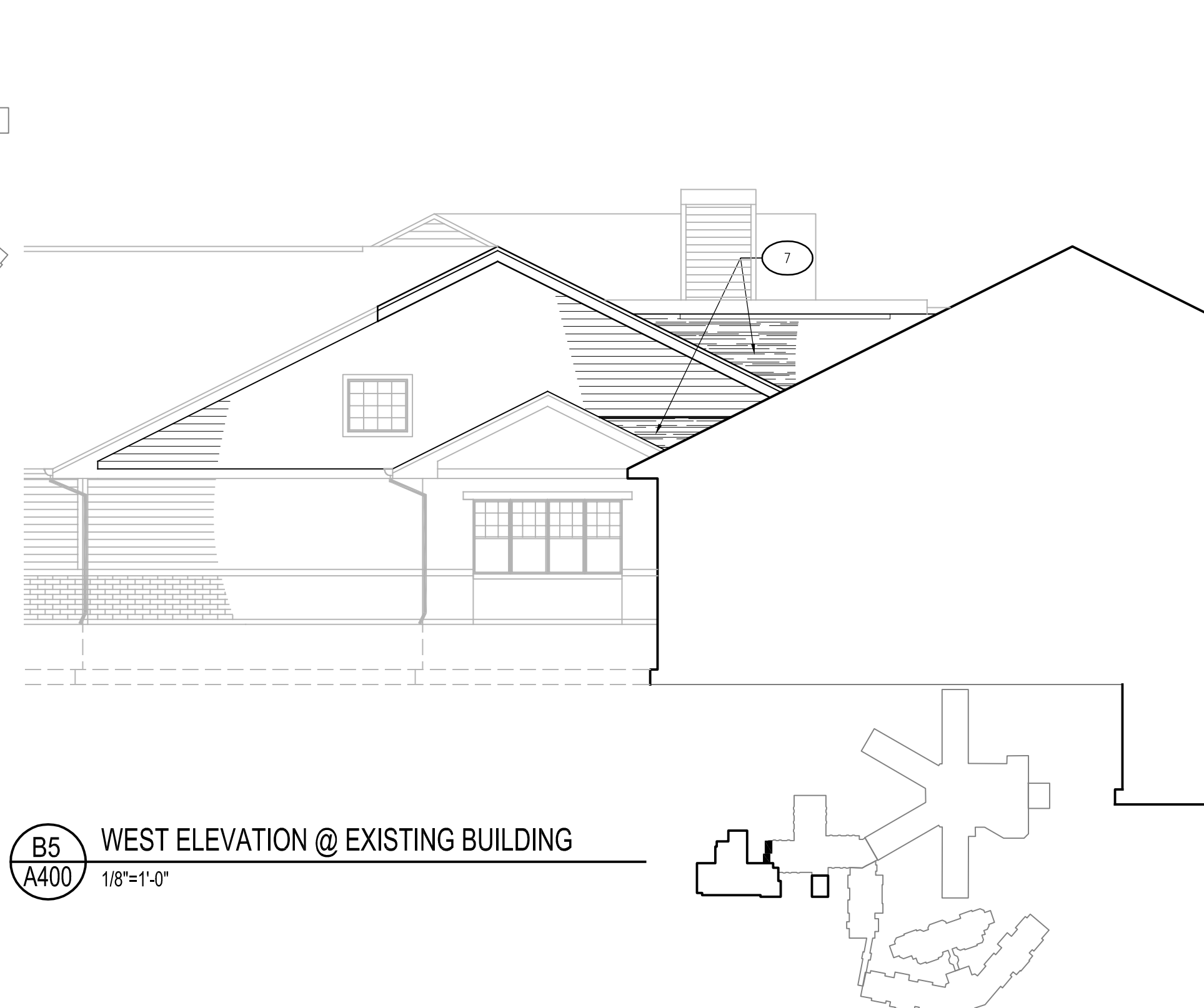
B1 WEST ELEVATION
1/8"=1'-0"



ALL NEW EXTERIOR FINISHES TO
MATCH EXISTING BUILDING

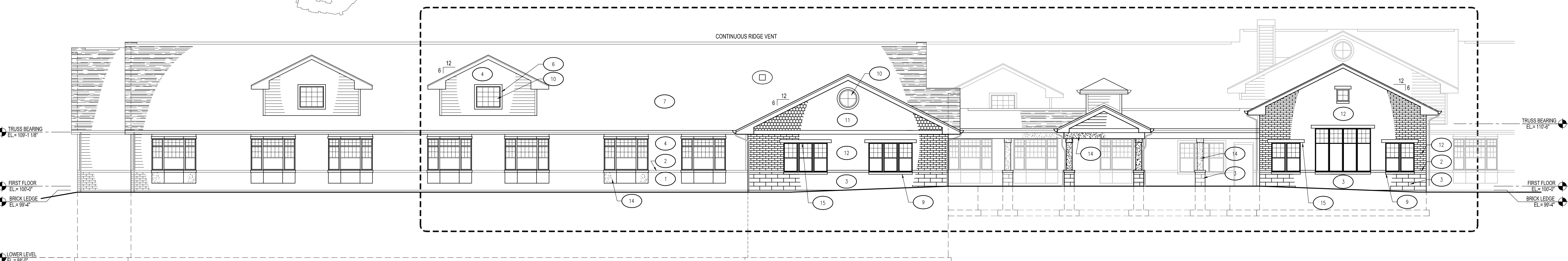


B4 WEST ELEVATION @ DINING ROOM ADDITION
1/8"=1'-0"

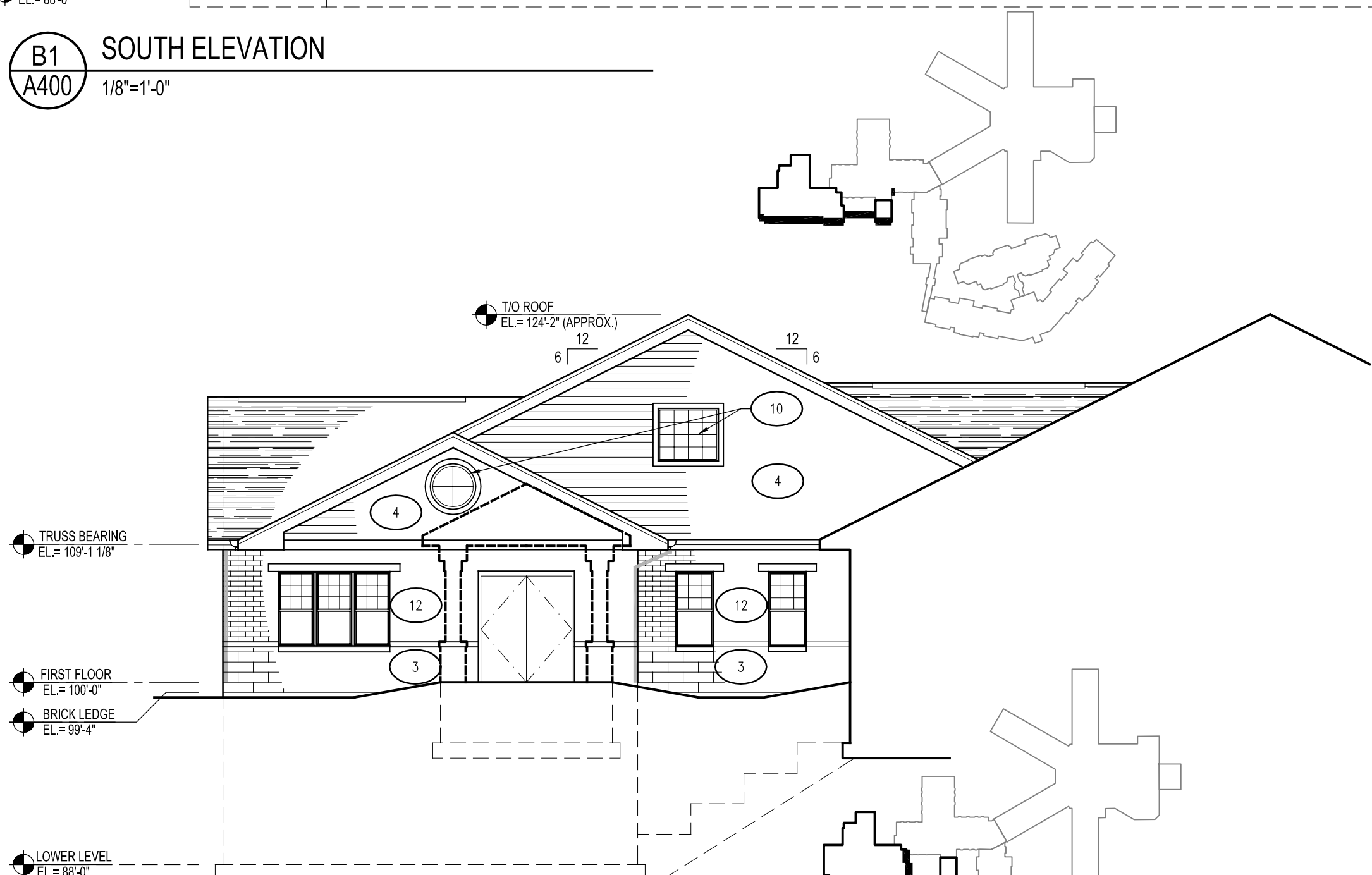


B5 WEST ELEVATION @ EXISTING BUILDING
1/8"=1'-0"

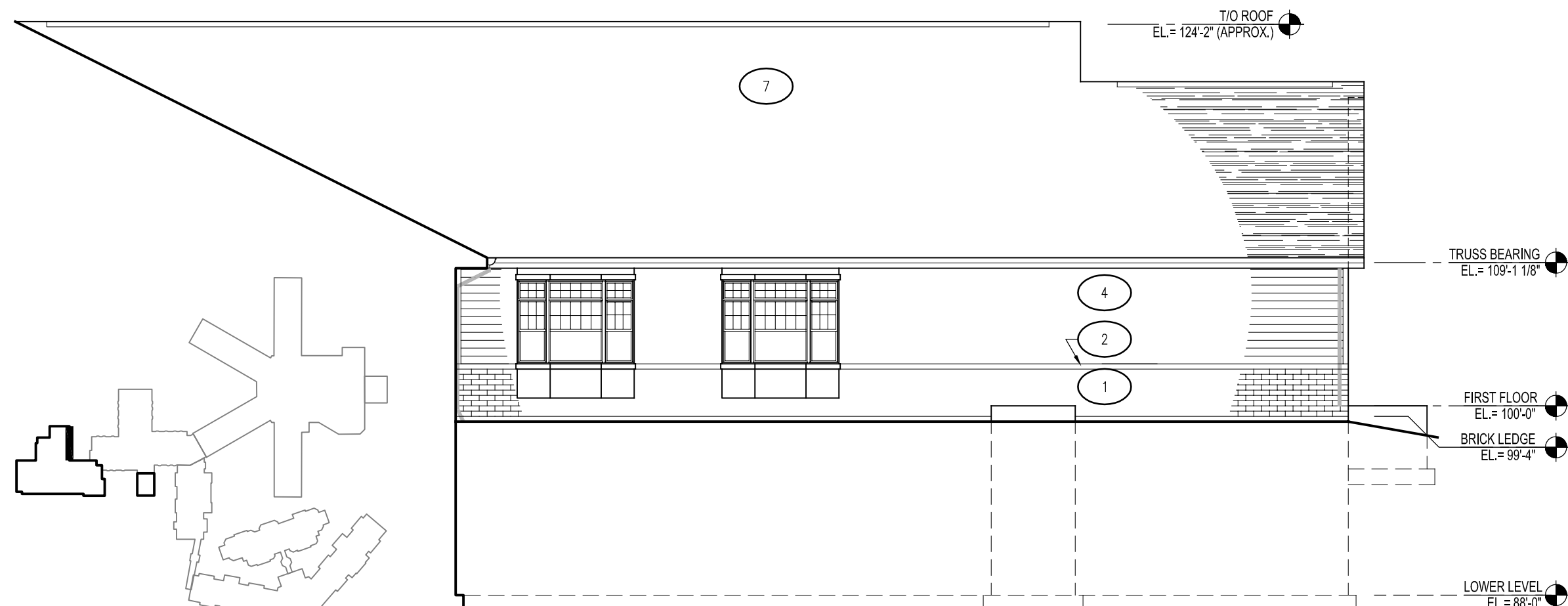
TYPICAL MATERIALS & COLOR LEGEND



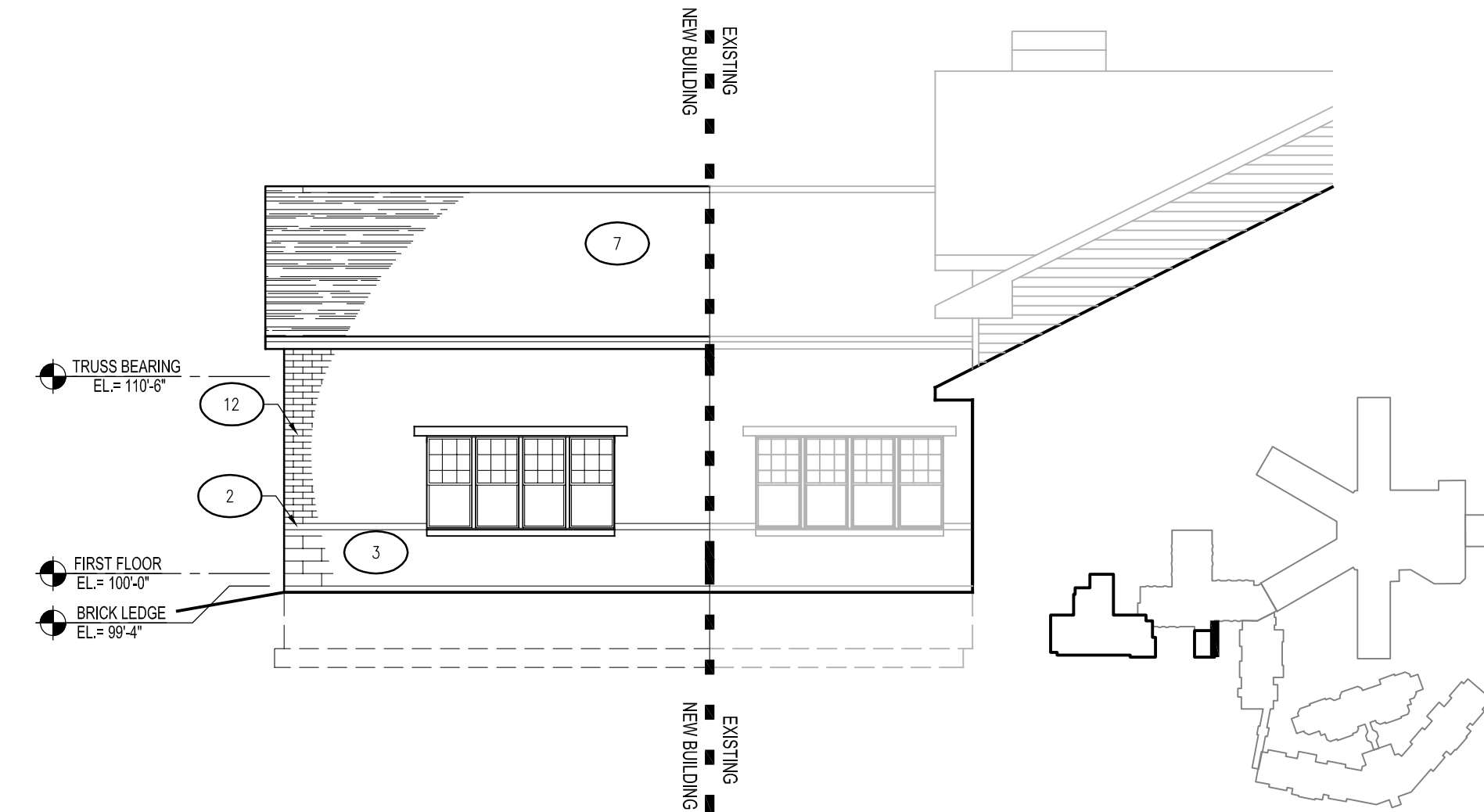
B1 SOUTH ELEVATION
1/8"=1'-0"



E1 PARTIAL EAST ELEVATION
1/8"=1'-0"



E3 PARTIAL EAST ELEVATION
1/8"=1'-0"



E5 EAST ELEVATION @ DINING ROOM ADDITION
1/8"=1'-0"

EXTERIOR FINISH MATERIALS SCHEDULE	
ITEM	
1	FACE BRICK 1
2	CAST STONE BANDING
3	CAST STONE VENEER
4	VINYL SIDING 1
5	FASCIA
6	4" VINYL TRIM
7	ASPHALT SHINGLED ROOF
8	GUTTER & DOWNSPOUT W/ HARD PIPE
9	CAST STONE SILL
10	SPANDREL GLASS
11	VINYL SIDING 2
12	FACE BRICK 2
13	PREFINISHED METAL TRIM
14	EFS
15	CAST STONE LINTEL
16	NOT USED

A

B

C

D

THE RENNES GROUP - DE PERE SNF ADDITION
200 SOUTH 9TH STREET
DE PERE, WI 54115

Revisions:

Drawn By:

Date:

Job No.:

Sheet No.:

A400

200 south water street milwaukee, wisconsin 53204 414.393.3660
2310 crescent drive suite 200 madison, wisconsin 53718 608.240.9900
1615 hinkle road suite 3 san jose, florida 34536 941.940.5616
www.prach.com

prach
PLUNKETT RAYSCHE
ARCHITECTS, LLP

Intelligent designs. Inspired results.

LEGEND

NOTE: ALL SYMBOLS SHOWN MAY NOT APPEAR ON DRAWINGS. ALL MOUNTING HEIGHTS ARE TYPICAL UNLESS OTHERWISE NOTED.

SYM.	IDENTIFICATION
WIRING DEVICES	
S	SINGLE POLE SWITCH MOUNTED @ 46" AFF TO CENTER, 3=3 WAY, 4=4 WAY, P=PILOT, D=DIMMER, T=TIMER
SS	DUAL LEVEL SWITCHING MOUNTED @ 46" AFF TO CENTER SEE DETAIL
SW	LOW VOLTAGE SWITCH MOUNT @ 46" AFF TO CENTER
Φ	DUPLEX RECEPTACLE MOUNTED @ 18" AFF TO CENTER
ΦΦ	DOUBLE DUPLEX RECEPTACLE MOUNTED @ 18" AFF TO CENTER
Φ	DUPLEX RECEPTACLE MOUNTED VERTICALLY 6" ABOVE BACKSPASH TO CENTER. IF NO BACKSPASH MOUNT 6" ABOVE COUNTER.
Φ	DUPLEX RECEPTACLE MOUNTED IN CEILING/SOFFIT.
Φ	DUPLEX RECEPTACLE MOUNTED @ 42" AFF TO CENTER
Φ	DUPLEX RECEPTACLE MOUNTED IN CABINET BEHIND MICROWAVE. FIELD VERIFY HEIGHT.
Φ	POWER RECEPTACLE MTD @ 18" AFF TO CENTER
Φ	SWITCH BOTTOM HALF OF RECEPTACLE. TOP HALF UNSWITCHED.
Φ	SPECIAL OUTLET
Φ	JUNCTION BOX
Φ	IN-FLOOR RECEPTACLE
Φ	COMBINATION FLOOR OUTLET/BLANK JUNCTION BOX - WIRELESS RESOURCE RFB / SERIES OR EQUIVALENT. PROVIDE 1" CONDUIT STUB TO NEAREST ACCESSIBLE SPACE.
Φ	BLANK BOX 4" EXTRA DEEP BOX, SINGLE GANG RING, BLANKPLATE, 1"C. STUBBED INTO ACCESSIBLE SPACE. MOUNTED @ 18" AFF TO CENTER
Φ	ABOVE COUNTER BLANK BOX 4" EXTRA DEEP BOX, SINGLE GANG RING, BLANKPLATE, 1"C. STUBBED INTO ACCESSIBLE SPACE. MTD 6" ABOVE BACKSPASH TO CENTER

MISC	
→	CONDUIT STUB THROUGH WALL BUSHED EACH END
→	CONDUIT WITH BUSHING ON END.
	REFERS TO NOTE WITH NUMBER "X"
—	ELECTRICAL HOMERUN, CIRCUIT AS SHOWN
—	SHARED ELECTRICAL HOMERUN, CIRCUIT AS SHOWN
—	CONNECTED TO CIRCUIT BUT NOT SWITCHED WITH CIRCUIT.
—	ITEMS AND/OR DEVICES SWITCHED, CONTROLLED OR CONNECTED TOGETHER
■	PUSHBUTTON PROVIDE JUNCTION BOX AND CONDUIT. MOUNT AT SWITCH HEIGHT.

EQUIPMENT	
■	SURFACE MOUNTED PANELBOARD
■	RECESSED PANELBOARD
●	EQUIPMENT CONNECTION
■	SURFACE MOUNTED RACEWAY

MOTOR CONTROL	
■	DISCONNECT FURNISHED BY E.C. F=FUSIBLE
■	NON-COMBINATION STARTER
■	COMBINATION STARTER
■	MANUAL STARTER
○	MOTOR CONNECTION

ONELINE DIAGRAM	
⌋	BREAKER
⌋	CURRENT LIMITING BREAKER
⌋	FUSED SWITCH
⌋	ELECTRONIC BREAKER WITH C/T'S AND GROUND FAULT PROTECTION

SYM.	IDENTIFICATION
LIGHTING	
○	RECESSED, SURFACE, OR PENDANT MOUNTED LIGHT FIXTURE
○	WALL MOUNTED LIGHT FIXTURE MOUNTED @ 7'-0" AFF OR 8" ABOVE MIRROR
□	FLUORESCENT FIXTURE
⌋	EMERGENCY LIGHT. 11'-0" AFF TO TOP OR 8" BELOW CEILING WHICHEVER IS LOWER
⌋	RECESSED EMERGENCY LIGHT
⌋	EXIT LIGHT
⌋	OCCUPANCY SENSOR C=CORRIDOR SPECIFIC DL=DAYLIGHT SENSOR
⌋	WALL MOUNTED OCCUPANCY SENSOR DL=DAYLIGHT SENSOR
⌋	DUAL LEVEL/CIRCUIT OCCUPANCY SENSOR WITH SWITCH
⌋	PHOTO CONTROL
⌋	EXTERIOR WALL MOUNTED FIXTURE OR INTERIOR WALL WASH FIXTURE
⌋	FLUORESCENT STRIP
⌋	2-LAMP FIXTURE CONNECTED TO NIGHT LIGHT CIRCUIT. 3 AND 4 LAMP FIXTURE CENTER LAMP(S) CONNECTED TO NIGHT LIGHT CIRCUIT
⌋	4 FOOT WALL MOUNTED LIGHT FIXTURE MOUNTED @ 7'-6" AFF OR 8" ABOVE MIRROR
⌋	CEILING FAN PROVIDE RATED BOX ROUGH-IN
⌋	BATH EXHAUST FAN
⌋	BATH EXHAUST FAN/LIGHT
⌋	BATH EXHAUST FAN/LIGHT/HEAT
⌋	SINGLE HEAD POLE
⌋	TWIN HEAD POLE MOUNTED FIXTURE

FIRE ALARM / LIFE SAFETY	
⌋	STROBE MOUNTED @ 84" AFF TO TOP OR 6" BELOW CEILING WHICHEVER IS LOWER
⌋	SPEAKER CEILING MOUNTED W = WALL MOUNTED
⌋	HORN/STROBE MOUNTED @ 84" AFF TO TOP OR 6" BELOW CLG WHICHEVER IS LOWER.
⌋	STROBE/SPEAKER MOUNTED @ 84" AFF TO TOP OR 6" BELOW CLG WHICHEVER IS LOWER.
⌋	ROOM SOUNDER 90 db MIN.
⌋	PULL STATION MOUNTED @ 46" AFF TO CENTER
⌋	HEAT DETECTOR F=FIXED
⌋	SMOKE DETECTOR SB=SOUNDER BASE, CO=COMBO CO
⌋	DUCT SMOKE DETECTOR
⌋	ELEVATOR SMOKE DETECTOR
⌋	CARBON MONOXIDE DETECTOR
⌋	MAGNETIC DOOR HOLDER
⌋	SPRINKLER FLOW SWITCH
⌋	SPRINKLER TAMPER SWITCH
⌋	SPRINKLER BELL
⌋	FIRE ALARM CONTROL PANEL
⌋	FIRE ALARM ANNUCIATOR PANEL
⌋	AREA OF REFUGE STATION
⌋	AREA OF REFUGE LIGHTING
⌋	AREA OF REFUGE MASTER PANEL

COMMUNICATION	
⌋	TELEPHONE OUTLET WITH 1" C. STUBBED INTO AN ACCESSIBLE SPACE. MOUNTED 18" AFF TO CENTER. W = WALL MOUNTED @ 52" AFF TO CENTER
⌋	DATA OUTLET WITH 1" C. STUBBED INTO AN ACCESSIBLE SPACE. MOUNTED 18" AFF TO CENTER. X = NUMBER OF DATA DROPS PER BOX.
⌋	COMBINATION TELEPHONE/DATA WITH 1" C. STUBBED INTO AN ACCESSIBLE SPACE. MOUNTED @ 18" AFF TO CENTER.
⌋	CEILING MOUNTED SPEAKER
⌋	TELEVISION OUTLET MOUNTED @ 18" AFF TO CENTER
⌋	VOLUME CONTROL 52" AFF.
⌋	WIRELESS ACCESS POINT

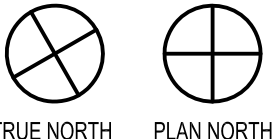
SYM.	IDENTIFICATION
ABBREVIATIONS	
AC	ABOVE COUNTER
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
BRD	BOARD
C	CONDUIT
C/T	CURRENT TRANSFORMER
DISC	DISCONNECT
DSHWSH	DISHWASHER
EC	ELECTRICAL CONTRACTOR
ELEV	ELEVATION
EM	EMERGENCY
ETR	EXISTING TO REMAIN
EW	ELECTRIC WATER COOLER
FBO	FURNISHED BY OTHERS
FLA	FULL LOAD AMPS
FPC	FIRE PROTECTION CONTRACTOR
G.C.	GENERAL CONTRACTOR
GDSP	GARBAGE DISPOSAL
GFI	GROUND FAULT INTERRUPTED
GND	GROUND
HC	HVAC CONTRACTOR
HP	HORSE POWER
IG	ISOLATED GROUND
LCP	LIGHTING CONTROL PANEL
MCA	MINIMUM CIRCUIT AMPS
MTD	MOUNTED
NL	NIGHT LIGHT
NTS	NOT TO SCALE
OC	ON CENTER
PC	PLUMBING CONTRACTOR
PH	PHASE
PNL	PANELBOARD
REF	REFRIGERATOR
SS	STAINLESS STEEL
UC	UNDER COUNTER
WP	WEATHER PROOF
WT	WATER TIGHT
XFMR	TRANSFORMER

NURSECALL	
⌋	VISUAL DOME LIGHT 2-LAMP, 4-LAMP
⌋	AUDIO DOME LIGHT 4-LAMP
⌋	DOMELSS CONTROLLER
⌋	PATIENT BED STATION 1 BED, 2 BED
⌋	PULL CORD
⌋	DRY CONTACT FOR DOOR
⌋	CANCEL STATION
⌋	PUSH FOR HELP
⌋	STAFF STATION
⌋	DUTY STATION
⌋	R4000 NURSE CALL CONSOLE

SECURITY	
⌋	DOOR CONTACT
⌋	ELECTRIC STRIKE
⌋	CARD READER
⌋	MAG LOCK
⌋	PATIENT WANDERING CONTROLLER
⌋	PATIENT WANDERING MAG LOCK
⌋	PATIENT WANDERING KEYPAD
⌋	STAND-ALONE KEYPAD
⌋	PATIENT WANDERING SENSOR
⌋	DOOR OPENER ACTUATOR
⌋	DOOR OPENER MOTOR



SITE PLAN - ELECTRICAL
1" = 20'-0"



- GENERAL NOTES:**
- UNLESS SHOWN OTHERWISE, ALL WIRING SHOWN IS (2)#10 AND #10 GROUND IN 1" PVC.
 - INSTALL PULL CORD IN ALL EMPTY CONDUITS.
 - UNLESS SHOWN OTHERWISE, ALL CONDUITS BURIED MIN. 2'-0" BELOW FINISHED GRADE.
- PLAN NOTES:**
- REROUTE EXISTING CONDUITS AND CIRCUITS FEEDING EXISTING SITE LIGHTING TO FEED NEW LIGHTING/REVISED LOCATIONS. RECORD CHANGES ON AS-BUILT DRAWINGS.
 - REMOVE AND RELOCATE LIGHT POLE. GENERAL CONTRACTOR TO REMOVE AND DISPOSE OF OLD CONCRETE BASE.
 - EXISTING LIGHT POLE TO REMAIN.
 - SEE PANEL SCHEDULES FOR CIRCUIT TO FEED NEW LIGHTING. ROUTE THROUGH CONTACTOR CONTROLLED BY EXISTING SITE LIGHTING CONTROLS.

11.c

Packet Pg. 60

OWNER: RENNES GROUP
261 FRENCH STREET
PESHIGO, WI 54157

PROJECT: RENNES HEALTH & REHAB CENTER
2015 SNF ADDITION
200 SOUTH 9TH STREET
DE PERE, WI 54115

DATE: SEPT 10, 2015
DESIGN NO.:

SHEET

E1.0

PO Box 217
1807 W. Veterans Parkway
Marshfield, WI 54449
Phone: 715-384-3311
Fax: 715-384-8167

TOTAL ELECTRIC
ELECTRICAL TECHNOLOGY SOLUTIONS

LIGHT FIXTURE SCHEDULE

RENNES HEALTH & REHAB, 2015 SNF ADDITION

TYPE	DESCRIPTION	TOTAL QUANTITY	VOLT.	LAMP		TYPE	MANUFACTURER / CATALOG NO.
				QTY.	WATTS		
S13	2-HEAD TYPE III DISTRIBUTION / 20FT POLE	6	208	1	154.0	154.0	LED
S23	2-HEAD TYPE III DISTRIBUTION / 20FT POLE	2	208	1	154.0	154.0	LED
S234	2-HEAD (1) TYPE III, (1) TYPE IV / 20FT POLE	1	208	2	154.0	308.0	LED
SB1	DECORATIVE BOLLARD	9	120	1	26.0	26.0	26W CFL GU24
							KICHLER 11009RZ / 9510BK

DESCRIPTION

The Galleon™ LED luminaire delivers exceptional performance in a highly scalable, low-profile design. Patented, high-efficiency AcouLED Optics™ system provides uniform and energy conscious illumination to walkways, parking lots, roadways, building areas and security lighting applications. IP68 rated and UL/cUL Listed for wet locations.

SPECIFICATION FEATURES

Construction
Extruded aluminum driver enclosure thermally isolated from Light Squares for optimal thermal performance. Heavy-wall, die-cast aluminum and anodized aluminum housing and heat sink provides scalability with superior structural rigidity. 30 year warranty. Shipped standard with Cooper Lighting proprietary circuit module designed to withstand 10KV of transient line surge. The Galleon LED luminaire is suitable for operation in -40°C to 40°C ambient environments. For applications with ambient temperatures exceeding 40°C, specify the HA (High Ambient) option. Light Squares are IP68 rated. 80% lumen maintenance expected at 60,000 hours.

Optics
Choice of 12 patented, high-efficiency AcouLED Optics™ manufactured from injection molded acrylic. Optics are precisely designed to shape the distribution maximizing efficiency and application loading. AcouLED Optics create consistent distributions with the scalability to meet customized application requirements. Offered standard in 4000K (+/- 275K) CCT and nominal

70 CRI. Optional 8000K CCT and 3000K CCT (80 CRI).
Electrical
LED drivers are mounted to removable tray assembly for ease of maintenance. 120-277V 50/60Hz, 3ATV 50Hz or 480V 60Hz operation. Shipped standard with Cooper Lighting proprietary circuit module designed to withstand 10KV of transient line surge. The Galleon LED luminaire is suitable for operation in -40°C to 40°C ambient environments. For applications with ambient temperatures exceeding 40°C, specify the HA (High Ambient) option. Light Squares are IP68 rated. 80% lumen maintenance expected at 60,000 hours.

Mounting
Extruded aluminum arm includes internal rail guides allowing for easy positioning of fixture during assembly. Designed for pole or wall mounting. When mounting two or more luminaires at 90° or

McGraw-Edison

Catalog #	GLEON-AA-03-LED-E1-T3-BZ	Type	S13
Project	RENNES HEALTH & REHAB	Date	
Comments			
Prepared by			



GLEON GALLEON LED

1-10 Light Squares

Solid State LED

AREA/RITE LUMINAIRE

Warranty: Five-year warranty.

DESIGNLIGHTS

CERTIFICATION DATA

UL/cUL Wet Location Listed
IEC 60598
LVD/EMC Compliant
30 Year Limited
IP68 Compliant
DesignLights™ Consortium Qualified
IP68 Rated

ENERGY DATA

Estimate LED Driver
Solid Power Factor
≤20% Total Harmonic Distortion
120-277V 60/50Hz
3ATV & 480V 60Hz
40°C Min. Temperature
40°C Max. Temperature
60°C Max. Temperature (HA Option)

ADDITIONAL INFORMATION
www.designlights.com

ADDITIONAL INFORMATION
www.designlights.com

Product Detail for 11009RZ

Page 1 of 1

KICHLER LIGHTING



Available Finishes:
Rubbed Bronze

Salisbury - Outdoor Post 1 Lt Fluorescent
11009RZ / 9510BK
Outdoor Post 1 Lt. Fluorescent

Dia./Width: 12.0 IN
Body Height: 25.5 IN
Length: 12.0 IN

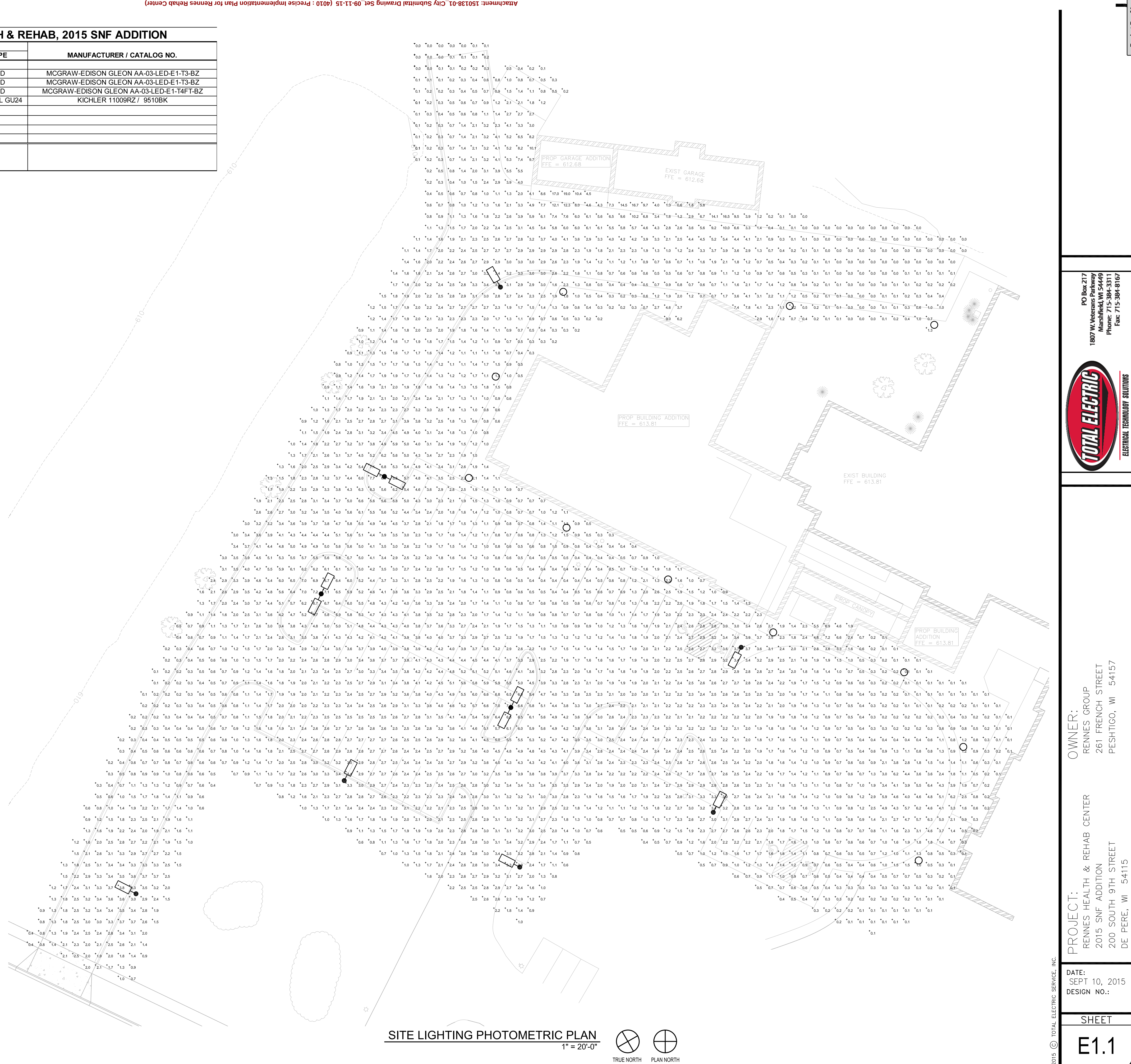
With an unmistakable British influence this elegant post top energy efficient light displays enduringly good-taste for exterior applications. Rubbed Bronze finish and White-linen glass emits style and refinement for your home. 1-light, 2700K PLS 26-W. (G24c-3) lamps included. (62Lm/W Efficacy). 12" Sq., Height 25-1/2". Post not included. U.L. listed for wet location.

Technical Information

Type	Outdoor Lights	Bulb Included	Y
Style	Transitional	Primary Bulb Count	1
Finish Group	Bronze	Primary Max Watt	26W
Room	Outdoor	Primary Lamp Type	PLS26
Weight	8.5 LBS	UL CSA Listed	Y
Body Height	25.5 IN	Diffuser Description	WHITE LINEN
Length	12 IN	Body Material	CAST ALUMINUM
Width	12 IN		

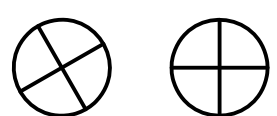


http://www.kichler.com/products/printDetail.do?prod_id=11009RZ&ord_id=11009RZ



SITE LIGHTING PHOTOMETRIC PLAN

1" = 20'-0"



TRUE NORTH PLAN NORTH

PROJECT: RENNES HEALTH & REHAB CENTER
2015 SNF ADDITION
200 SOUTH 9TH STREET
DE PERE, WI 54115

OWNER: RENNES GROUP
261 FRENCH STREET
PESHICO, WI 54157

DATE: SEPT 10, 2015
DESIGN NO.: E1.1

SHEET

E1.1



PO Box 217
1807 W. Veterans Parkway
Marshfield, WI 54449
Phone: 715-394-3311
Fax: 715-394-8167

ELECTRICAL TECHNOLOGY SOLUTIONS



City of De Pere

925 South Sixth Street
De Pere, WI 54115-1199
Phone: 920-339-8362
Fax: 920-339-4071

Don Melichar
City Forester
dmelichar@mail.de-pere.org
www.de-pere.org

RENNES EXPANSION Site Plan Requirements And Recommendations City Forester – Don Melichar September 18, 2015

Requirements

1. All planting, mulching and staking should be in accordance with, or similar to, WDNR recommendations and current proper practices. The guidelines that are included on the Landscape Plan are very well diagramed and within proper practices. Please be sure to follow these guidelines and/or specifications, as proper procedures are critical for the long-term health of the plants.
2. All plant material and beds should have a follow-up schedule for maintenance and replacement. It is essential that this schedule be established to ensure that the plants are maintained for health and any compromised plants are to be replaced in a timely manner. This maintenance schedule should include provisions to protect plants in the winter, as some of these may be susceptible to animal feeding or damage.
3. A preservation and protection plan for existing vegetation and trees, including City owned trees and shrubs, should be included on plans when applicable.

Recommendations

1. It appears the plantings will perform well in our environment. The diversity is noted and appreciated.

If you should have any questions, comments or concerns regarding any of these requirements or recommendations, please contact me.

Sincerely,

Don Melichar
De Pere City Forester

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

MEETING DATE: October 6, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #15-108, Authorizing Agreement Regarding an Option to Purchase Certain Property Between And Beyond, LLC and the City of De Pere.

ATTACHMENTS:

- Reso15-108 (DOCX)
- And Beyond - Option 9-15-138-004-15 (DOCX)
- Exhibit A - And Beyond (PDF)

RESOLUTION #15-108

AUTHORIZING AGREEMENT REGARDING AN OPTION TO PURCHASE
CERTAIN PROPERTY BETWEEN AND BEYOND, LLC
AND THE CITY OF DE PERE
(Part of WD-1138-1)

WHEREAS, And Beyond, LLC has requested an Option to Purchase part of Parcel WD-1138-1 owned by the City and located within the Southbridge Business Park, for purposes of expanding its current manufacturing facility located at 2249 American Boulevard; and

WHEREAS, the City wishes to promote such development; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Agreement Regarding an Option to Purchase Certain Property Between And Beyond, LLC and the City of De Pere, as is attached hereto.

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 6th day of October, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso15-108 (4003 : Resolution #15-108, Authorizing Option Agreement with And Beyond)

**AGREEMENT REGARDING AN OPTION TO PURCHASE
CERTAIN PROPERTY BETWEEN AND BEYOND, LLC
AND THE CITY OF DE PERE
(Part of WD-1138-1)**

THIS AGREEMENT, made and entered into this ____ day of _____, 2015,
by and between And Beyond, LLC, a Wisconsin Limited Liability Company (“Developer”) and
the City of De Pere, Wisconsin, a municipal corporation (“City”).

RECITATIONS

WHEREAS, City owns certain property (Parcel WD-1138-1) within its Southbridge
Business Park and wishes to develop property within the Business Park; and

WHEREAS, Developer desires to enter into an agreement for an option to purchase an
approximate 5.0 acre parcel for the purpose of expansion of Developer’s current manufacturing
facility located at 2249 American Boulevard, De Pere, Wisconsin 54115; and

WHEREAS, City desires to promote this development.

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. OPTION TO PURCHASE.

A. In consideration of, and contingent upon, the annual payment of \$2,500
(\$500 x 5.0) commencing the date of this Agreement, due and payable on or before the
anniversary thereof for the following two (2) years, City grants Developer a thirty-six
(36) month option to purchase the approximate 5.0 acre parcel described in Exhibit A and
hereinafter referred to as “the Option Parcel”, which is legally described as:

Part of Lot 1, Volume 50 of Certified Survey Maps, Page 224, Map Number 7391, Document Number 2220259, being part of Lots 108, 109, 116 and 117 of Williams Grant Subdivision, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the Closing Corner of Section 5, T22N-R20E; thence S43°08'55"W, 457.90 feet to the northeast corner of said Lot 1; thence S36°10'58"W, 186.87 feet on the east line of said Lot 1 to the easterly extension of the northerly line of Lot 8, Southbridge Business Park First Addition, the **POINT OF BEGINNING**; thence continuing S36°10'58"W, 430.00 feet on said east line to the easterly extension of the southerly line of Lot 7, Southbridge Business Park First Addition; thence N52°35'25"W, 501.48 feet on said easterly extension of the southerly line of Lot 7 to the southeast corner of said Lot 7; thence N36°10'58"E, 430.00 feet on the easterly line of said Lot 7 and Lot 8, Southbridge Business Park First Addition to the northeast corner of said Lot 8; thence S52°35'25"E, 501.48 feet on the easterly extension of the northerly line of said Lot 8 to the Point of Beginning.

B. **Option Period.** The thirty-six (36) month option period shall run from the date of this Agreement. Developer shall have an exclusive option to purchase the Option Parcel and City shall not convey any right, title, or interest to the Option Parcel without the written consent or waiver of Developer. It is specifically understood that any rights to the Option Parcel are contingent upon Developer's compliance with this section and the timely payment of the above referenced option fee.

C. **Failure to Pay Annual Option Fee.** If Developer fails to make timely payment of the option fee, City shall be released of all obligations in regard to Developer and the Option Parcel and may market and convey the Option Parcel without any notice or consent of Developer.

D. **Exercise of Option.** If Developer wishes to exercise its option to purchase, it shall provide written notice of the same to City within the option period. Upon service of written notice to City, the parties shall set a mutually agreeable date for

And Beyond, LLC
Option to Purchase
Page 2 of 12

closing not more than sixty (60) days from the date of receipt of such notice. The purchase price for the Option Parcel shall be \$35,000 per acre plus any fraction thereof. All option fees paid shall be credited to Developer upon purchase of the Option Parcel. Said purchase price shall cover all municipal improvements located adjacent to the site, including concrete paving, curb and gutter, lighting, natural gas, storm sewer, sanitary sewer and municipal water. No assessment will be made to the Option Parcel for these public improvements. This paragraph shall not limit the City's ability to assess the Option Parcel for future public improvements.

E. **Certified Survey Map.** Unless earlier completed, upon service of Developer's notice of exercising its option rights, City shall retain a qualified surveyor to create a Certified Survey Map (CSM) of the Option Parcel. Prior to recording the CSM with the Brown County Register of Deeds, City shall provide a copy of the proposed CSM to Developer for its review and approval, which approval shall not be unreasonably withheld.

II. **CLOSING.** Closing shall take place at De Pere City Hall, office of City Attorney, within the timeframe set forth in Section I.D unless otherwise agreed by the parties in writing.

A. **Evidence of Title/Title Defects.** City shall at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such title insurance to Developer at least seven (7) days prior to closing. 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 a responsible title

And Beyond, LLC
Option to Purchase
Page 3 of 12

insurance company licensed in the State of Wisconsin with an extended coverage endorsement showing title to the property to be marketable. If Developer gives City notice of any title defects prior to the closing which are not acceptable 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.

B. **Closing Costs.** City shall pay all closing costs usually and customarily paid by sellers, including the cost of the title insurance as provided herein.

C. **Conveyance of Title.** City shall convey good and merchantable title to Developer by good and sufficient warranty deed as of the date of closing, free and clear of liens and encumbrances except the following:

1. Municipal and zoning ordinances providing the same do not restrict or interfere with the intended use of the property.
2. Easements of record provided the same do not restrict or interfere with the intended use of the property.
3. Provisions of this Agreement.

D. **Access Prior to Closing.** City shall permit Developer access to the Option Parcel prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to hold City harmless for any and all injury that may occur to Developer, its agents or employees, City, its agents, employees or third parties, or any properties or interest of any of the above referenced persons occasioned as a result of Developer's activities as contemplated by

this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including reasonable attorney fees.

III. ENVIRONMENTAL WARRANTIES AND INDEMNITIES.

A. **Environmental Condition of Property.** City has forwarded to Developer a Phase I Environmental Audit of the Option Parcel. At the time of the purchase of the property, City made reasonable inquiries into the use of said property and was informed that during the time of prior ownership, said Parcel was used as farm land. Based on the results of those inquiries and information supplied to date, City represents as follows:

1. **Past Use of Property.** To the best of its knowledge, no portion of the Option 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.

And Beyond, LLC
Option to Purchase
Page 5 of 12

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

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

2. **Release of Hazardous Substances.** To the best of its knowledge as to prior ownership, and the City warrants and represents during its ownership, there is no current, nor has there been any past release or substantial threat of release of a hazardous substance, pollutant, or contaminant from or onto the Option 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 buyer liable in tort under common law, public, or private nuisance action.

3. **Threatened or Pending Environmental Litigation.** No portion of the property 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 Option Parcel is fully in compliance with all federal, state, county, and municipal laws and regulations.

5. **Flood plain and wetlands.** The City has not and the City is not required to under this Agreement, undertake a wetland delineation study for the Option Parcel.

And Beyond, LLC
Option to Purchase
Page 6 of 12

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

IV. POST CLOSING CONTINGENCIES.

A. **Site Plan.** Developer shall submit a site plan, including all fencing, landscaping, lighting, signage, off-street parking, off-street loading, building design, facade materials, improvement layout (site drainage, utilities, erosion control, etc. . . .), 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 plan shall be submitted to City for approval not more than twelve (12) months after the date of closing on the Option Parcel and prior to any construction. Approval and review of such 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 discretion of the City. If the provisions of this paragraph are not complied with, the City may proceed as provided in Section IV, paragraph C, below.

B. **Developer to Substantially Improve.** Developer shall substantially develop the building and improvements on the Option Parcel in accordance with the plan submitted to the City within twelve (12) months of site plan approval. Substantial development as used in this agreement shall be the actual and substantial construction of permanent structures in compliance with all plans required by this agreement. In addition, Developer must give meaningful and satisfactory assurance to City that the completion of the construction in compliance with the approved plan shall be

And Beyond, LLC
Option to Purchase
Page 7 of 12

accomplished within a reasonable time, taking into consideration the normal industry standards for the type and complexity of construction involved. Determination of substantial development is to be at the discretion of City.

C. **Failure to Submit Site Plan or Substantially Develop.** If, in the reasonable discretion of City, Developer has not complied with the provisions of Section IV, paragraphs A or B, 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 plan or substantially developed the property in compliance with the site plan, City may repurchase the property for the price actually paid for the property less any real property taxes due or liens or judgments of record. If repurchase is made under this section, all improvements to the real property shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the subject parcel as a result or consequence of Developer's ownership or construction efforts thereon. If Developer is delayed from achieving substantial development as required in this agreement and as referred to in this paragraph due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or force majeure, the rescission and repurchase provision of this paragraph shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City at law.

D. **Repurchase Closing.** Closing for repurchase as contemplated in Section IV, paragraph C, above, shall occur not less than sixty (60) days from the date of termination notice referred to in either Section IV, paragraph C, above, unless another

And Beyond, LLC
Option to Purchase
Page 8 of 12

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.

V. DEFAULT PROVISIONS.

A. **Breach and Cure.** Any provision of this contract 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 fifteen (15) 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.

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.

And Beyond, LLC
Option to Purchase
Page 9 of 12

VI. MISCELLANEOUS.

A. **Obligations run with the Land.** The obligations contained herein shall run with the land and are binding on all Buyer's successors and assigns. This Agreement and any amendment thereto shall be recorded with the office of the Brown County Register of Deeds.

B. **Assignment.** Neither Developer nor City shall have the right to assign this Agreement or any rights or obligations thereunder without first having obtained the written consent of the other party.

C. **Contractual Interpretation.** The paragraphs headed by Roman numerals in this contract are referred to as sections and are intended to include, as categories thereunder, lettered paragraphs. The lettered paragraphs of this agreement are to be referred to as paragraphs and the numbered paragraphs, subparagraphs. The section, paragraph, and subparagraph headings of this agreement are for convenience of reference only and shall not limit or otherwise effect or be used in the construction of any terms of the provision of this Agreement.

D. **Notices.** All notices required by this Agreement must be in writing and sent certified mail, return receipt requested, to the addresses below. All notices shall be deemed received on the date of the postmark.

If to Buyer:

And Beyond, LLC
Attn: Scott Santaga
2249 American Blvd
De Pere, WI 54115

And Beyond, LLC
Option to Purchase
Page 10 of 12

Attachment: And Beyond - Option 9-15-138-004-15 (4003 : Resolution #15-108, Authorizing Option Agreement with And Beyond)

If to City:

City of De Pere
Attn: 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 agreement terms, conditions, covenants, 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 the parties hereto.

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

[Signatures on following page]

And Beyond, LLC
Option to Purchase
Page 11 of 12

AND BEYOND, LLC

By: _____

Print Name: _____

Title: _____

Print Name: _____

Title: _____

STATE OF WISCONSIN)
)SS.
 BROWN COUNTY)

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

 Notary Public:
 My Commission expires: _____

Drafted by: Judith Schmidt-Lehman

H:\jdupont\Agreements\2015\And Beyond - Option 9-15-138-004-15.docx

CITY OF DE PERE

By: _____

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

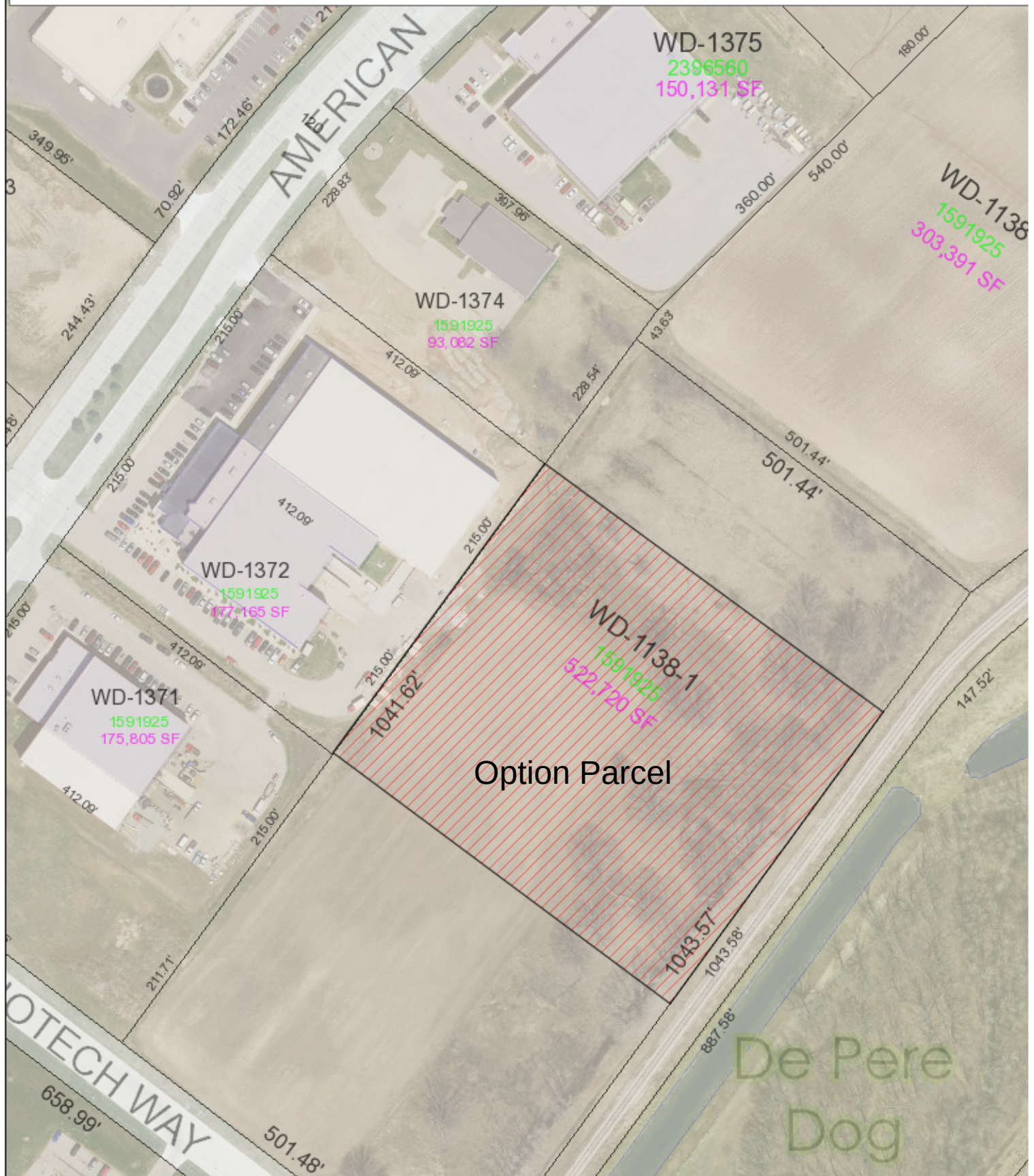
STATE OF WISCONSIN)
)SS.
 BROWN COUNTY)

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

 Notary Public:
 My Commission expires: _____

Attachment: And Beyond - Option 9-15-138-004-15 (4003 : Resolution #15-108, Authorizing Option Agreement with And Beyond)

Exhibit A



Attachment: Exhibit A - And Beyond (4003 : Resolution #15-108, Authorizing Option Agreement with And Beyond)



This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising this map.

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



08/18/2015

Packet Pg. 77

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 6, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Resolution #15-109, Disallowance of Claim (Iris Seroogy).

ATTACHMENTS:

- Reso15-109 (DOCX)
- Seroogy Claim (PDF)

RESOLUTION #15-109

DISALLOWANCE OF CLAIM
(Iris Seroogy)

WHEREAS, a Notice of Claim and Claim was filed by Iris Seroogy on behalf of her tenant, Martin Seroogy (“Claimant”), 624 Fairview Avenue, De Pere, Wisconsin 54115, in the City Clerk-Treasurer’s office on August 25, 2015; and

WHEREAS such Notice and Claim alleges that on September 1, 2014, a storm caused a large tree on the De Pere Ice Arena property to fall on and damage the Claimant’s shed; and

WHEREAS, the Claimant is seeking \$421.95 for the cost of replacing the damaged shed; and

WHEREAS, this matter has been reviewed by the City’s liability insurance carrier, Emcasco Insurance Company (EMC), which investigated the same and determined there is no evidence the City knew or should have known the tree would have blown down and therefore the City was not negligent or legally responsible for the damage caused; and

WHEREAS, under Wis. Stats. §893.80, Claimant’s Notice of Claim and Claim is untimely in that more than 120 days from September 1, 2014 passed between the damage and the Notice and Claim, and therefore such Notice of Claim and Claim is barred under State law.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

Attachment: Reso15-109 (4005 : Resolution #15-109, Claim Disallowance Seroogy)

Resolution #15-109
Page 2 of 2

BE IT FURTHER RESOLVED THAT:

A copy of this resolution be forwarded to the Claimant, Iris Seroogy, as a Notice of Disallowance.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-109 (4005 : Resolution #15-109, Claim Disallowance Seroogy)

Milwaukee Claim Department



September 9, 2015

Iris & Marty Seroogy
624 Fairview Ave
DePere, WI 54115

RE:	Policyholder:	City of DePere
	Claimant:	Iris & Marty Seroogy
	Date of Loss:	09/01/14
	Claim Number:	1171197 SJ

Dear Mr. and/or Ms. Seroogy:

We have received and reviewed the claim that you presented against our policyholder for the damage on your shed.

The policy under which this claim was submitted is one of liability insurance. It is our obligation to pay only for claims for which our policyholder is legally responsible. We do not feel that there was any negligence on the part of our policyholder.

Therefore, we are unable to assist you with payment of this claim.

Sincerely,

Sarah Johnson Claims Adjuster
(262)717-3915

P.O. Box 327 | Brookfield, WI 53008-0327 | 262.717.3900 | 855.495.1800 | F 888.992.6125 | milwaukee.claims@emcins.com | www.emcins.com

Employers Mutual Casualty Company
EMCASCOS Insurance Company
EMC Reinsurance Company

Illinois EMCASCO Insurance Company
Dakota Fire Insurance Company
EMC Property & Casualty Company

Union Insurance Company of Providence
Hamilton Mutual Insurance Company
EMC Risk Services, LLC

EMC Underwriters, LLC
EMC National Life Company (affiliate)



Milwaukee Claim Department

August 29, 2015

E0103
CITY OF DEPERE
335 S BROADWAY STREET
DE PERE WI 54115

Dear City Of Depere:

EMC has received notice of your claim. The initial information received is referenced in the Claims Contact Summary below. You may wish to retain the Claims Contact Summary information for your records. It will assist you when contacting EMC regarding the status of your claim.

If we have not spoken about your claim upon receipt of this letter, please use the information below to contact me.

Sincerely,

Sarah Johnson
Claims Representative I

YOUR CLAIM INFORMATION

Claim Number:	Z01171197
Claimant:	Iris Seroogy
Policy Number:	5D1-29-19 General Liability (Occurrence)
Loss Date:	09/01/2014
Adjuster:	Sarah Johnson
Phone:	262-717-3915
Email:	Sarah.J.Johnson@EMCIns.com

P.O. Box 327 | Brookfield, WI 53008-0327 | 262.717.3900 | 855.495.1800 | F 888.992.6125 | milwaukee.claims@emcins.com | www.emcins.com

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

LIABILITY CLAIM INFORMATION FORM

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

1. Date and Time of Incident: Late August / Early September 2014
2. Location of Incident: 624 Fairview Ave DePere WI 54115
3. Name of Injured Person/Owner of Damaged Property: Iris Seroogy
(Marty Seroogy - tenant/son) (Age if Minor:)
4. Address: 608 Fairview Ave, DePere, WI 54115
5. Telephone Number: (H) 920.360.2603 (C) 920.360.2603 (W) 920.360.2603
6. Please give a detailed description of the incident (use back of form if necessary):
Bad storm caused a large tree in the fairgrounds to fall on and crush the top and most of the doors and sides of the storage shed. Items inside the shed are now damaged/wet soaked also. Only asking for the shed to be replaced/reimbursed.
7. Total Amount of Claimed Damages: \$800⁰⁰ - \$1000⁰⁰ (Attach itemized statements/bills)
8. Witness name, address and telephone number: Sue Hoffman + City of DePere
622 Fairview Ave, DePere WI 54115 920.336.9335

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

8/25/15
Date

Martin S. Seroogy
Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

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

Note: The City of DePere removed the large tree/branches from the top of the shed and can also be contacted for verification/witness.



[Gift Cards](#) [Registry](#) [Lists](#) [Weekly Ads](#) [Store Finder](#) [Track Order](#) [Credit Card](#) [Help](#)

All 10 x8 storage sheds

Hello, Sign In
My Account[All Departments](#)[My Local Store](#)[Value of the Day](#)[Tips & Ideas](#)[Savings Catcher](#)[Free in-store pickup](#)

FIGHT 7 SIGNS OF AGING WITH 1 EASY STEP

[Shop Now](#)

Showing 20 of 1,165 results

Showing result for "10x8 storage sheds". Search instead for "10 x8 storage sheds".

Departments

Patio & Garden

[Sheds & Outdoor Storage](#)[Gardening & Lawn Care](#)[See all Patio & Garden](#)[See all Departments](#)

Pickup & delivery

☐ Free Store Pickup Today

Category

☐ Storage Sheds☐ Media Storage☐ Institutional Office Shelving☐ Chests of Drawers☐ Deck Boxes & Storage Benches☐ Shed Accessories☐ Parts & Accessories[See more categories](#)

Refine

Price

Top brands

Store availability

Sort

Best match



Marco Gable Cumberland Storage Shed w Swivel Hasp (10 ft. x 8 ...

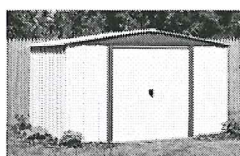
\$1,277²² Was \$2376.04
You save \$1099.62

Reduced Price

See all in Sheds & Outdoor Storage

Shed: 10 ft. x 8 ft.; Includes all the necessary hardware. All wood is pre-cut and ready to assemble. Resistant to rusting denting or sagging as well as damage from demanding wind and snow loads.

Sold & Shipped by ShopLadder



Arrow Hamlet 10' x 8' Steel Storage Shed

\$421⁹⁵

(2)

See all in Sheds & Outdoor Storage

- 230 or 401 cubic feet storage capacity
- 12 year limited warranty



Handy Home Cumberland Storage Shed - 10 x 8 ft.

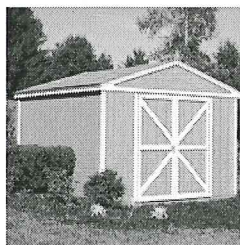
\$1,277²² Was \$1499.99
You save \$222.77

Reduced Price

See all in Sheds & Outdoor Storage

- Durable and roomy all-wood shed that assembles easily
- Solid wood construction in classic gable style
- Wide double-door with full length hinges and swivel hasp
- 582 cubic feet

Sold & Shipped by PlumStruck



Handy Home Somerset Storage Shed - 10 x 8 ft.

\$2,020⁰⁰ Was \$2499.99
You save \$479.99

Reduced Price

See all in Sheds & Outdoor Storage

- Spacious storage structure with minimal footprint
- Solid wood structure with pre-primed exterior
- Wide, pre-hung doors with flexible placement options
- 6-ft high side walls

Sold & Shipped by PlumStruck



Marco Gable Cumberland Storage Shed w Swivel Hasp (10 ft. x 8 ...

\$1,525⁰⁶ Was \$2838.05
You save \$1312.99

Reduced Price

See all in Sheds & Outdoor Storage

Shed: 10 ft. x 8 ft. w Floor; Includes all the necessary hardware. All wood is pre-cut and ready to assemble. Resistant to rusting denting or sagging as well as damage from demanding wind and snow

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 6, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Resolution #15-110, Disallowance of Claim (Society Insurance).

ATTACHMENTS:

- Reso15-110 (DOCX)
- Society Insurance claim (PDF)

RESOLUTION #15-110

DISALLOWANCE OF CLAIM
(Society Insurance)

WHEREAS, a Notice of Claim and Claim was filed by Society Insurance as workers compensation carrier for Inspire Group, LLC (“Claimant”), in the City Clerk-Treasurer’s office on May 11, 2015; and

WHEREAS, such Notice and Claim alleges that an employee of Inspire Group, LLC sustained an injury from a fall in the Nicolet Square parking lot while working on February 10, 2015; and

WHEREAS, the Claimant is seeking \$3,395.09 for the reimbursement of workers compensation claims paid as a result of the injury; and

WHEREAS, this matter has been reviewed by the City’s liability insurance carrier, Emcasco Insurance Company (EMC), which investigated the same and determined the snow conditions were open and obvious and that the City took reasonable steps to manage conditions by plowing and salting the lot following the active snow event. Based on the above, EMC believes the City was not negligent or legally responsible for the injuries sustained on February 10, 2015.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

A copy of this resolution be forwarded to the Claimant, Society Insurance, as a Notice of Disallowance.

Attachment: Reso15-110 (4006 : Resolution #15-110, Claim Disallowance - Society Insurance)

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____



Milwaukee Claim Department

August 20, 2015

Ms. Mariel Bartolutti
Society Insurance
PO Box 1029
Fond du Lac WI 54936-1029

Re: Our Policyholder:	City of De Pere
Our Claim Number:	1143932
Date of Loss:	2/10/2015
Your Claim Number:	WC1134798
Employer:	Inspire Group, LLC dba Eberts & Gerberts
Claimant/Injured Employee:	

Dear Ms. Bartolutti:

We have completed our investigation in the above-captioned matter.

The policy under which this claim was submitted is one of liability insurance. It is our obligation to pay only for claims for which our policyholder is legally responsible. It is our opinion that there was no negligence against our policyholder for this loss. The winter weather condition was open and obvious. Our investigation reveals that our insured plowed and salted the lot following the active snow fall.

Respectfully, we must deny your subrogation claim.

Sincerely,

Arlene V. Chambers
Sr. Claims Adjuster
EMC INSURANCE COMPANIES
855-495-1800, ext. 3920; direct dial 262-717-3920
Fax: 888-992-6125
Arlene.V.Chambers@emcins.com

cc: Nicole Geiser; City of De Pere

P.O. Box 327 | Brookfield, WI 53008-0327 | 262.717.3900 | 855.495.1800 | F 888.992.6125 | milwaukee.claims@emcins.com | www.emcins.com

Employers Mutual Casualty Company
EMCASCOS Insurance Company
EMC Reinsurance Company

Illinois EMCASCO Insurance Company
Dakota Fire Insurance Company
EMC Property & Casualty Company

Union Insurance Company of Providence
Hamilton Mutual Insurance Company
EMC Risk Services, LLC

EMC Underwriters, LLC
EMC National Life Company (affiliate)

100
YEARS

May 7, 2015

CLERK TREASURER OFFICE
335 S BROADWAY
DE PERE WI 54115-2526

Claim Number: WC1134798
Injured Worker:
Date of Loss: 02/10/2015
Employer: INSPIRE GROUP LLC DBA
Lien Amount: \$2,140.78

RE: SUBROGATION/COLLECTION NOTICE

Society Insurance is the workers compensation carrier for INSPIRE GROUP LLC DBA.

On 02/10/2015, INSPIRE GROUP LLC DBA's employee, _____, sustained an injury while working. Based on our investigation, you are liable for the injury to _____. To date, Society Insurance has paid medical and, if applicable, indemnity for _____ injury.

Please accept this letter as our formal notice to you of our automatic lien in compliance with the Workers Compensation Act.

If you have not already done so, please report the incident to your insurance carrier as you may have coverage for the damages owed to Society Insurance.

Please complete the bottom portion of this letter with your insurance carrier information and we will contact them directly for reimbursement. Enclosed is a self-addressed, stamped envelope for your convenience.

If you do not have insurance, please call the undersigned immediately to discuss your options to reimburse Society Insurance.

150 Camelot Drive
P.O. Box 1029
Fond du Lac, WI 54936-1029
888-576-2438
societyinsurance.com

May 7, 2015
WC1134798
CLERK TREASURER OFFICE

Mariel Bartolutti

Mariel Bartolutti
Workers Compensation Claims Department
Phone: 1-888-576-2438, ext. 5729
Department Fax: 920-922-1071
Email: mbartolutti@societyinsurance.com

Claim Number: WC1134798

Insurance Carrier: _____

Injured Worker: _____

Phone Number: _____

Policy Number: _____

Claim Number: _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 6, 2015

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #15-111, Authorizing Submission of Natural Resource Damage Assessment (NRDA) Grant Applications.

Issue: Staff would like to obtain approval in submitting grant applications to the National Resource Damage Assessment Fund.

Summary: We have been in discussions with a representative from the US Fish and Wildlife with regard to submitting for NRDA funding for projects associated with use of the Fox River. In talking with the representative, we do not know the amount of money available as well as any criteria for matching funds. We have been asked to submit a list of projects along with their priorities. Staff has developed the below list of projects and what how we feel they are ranked.

1. Refurbish Fox Point Boat Launches. Cost \$80,000 - \$100,000.
 - a. Replace wooden boards with recycled boards, and refurbish floats and framing
2. Install Education Kiosks (2) along Riverwalk. Cost \$40,000
 - a. Outdoor electronic kiosks highlighting wildlife and history of area
3. Expansion of Bomier Boat Launch. Cost \$350,000
 - a. Expanded parking lot, improvements to launch
4. Installation of canoe/kayak launch. Cost \$20,000
 - a. Location to be determined.
5. Installation of webcams for public viewing of walleye and sturgeon. Cost \$30,000 - \$40,000

Recommendation: Staff would like the Common Council approve the priorities as well as recommend to City Council the submitting of grant applications to NRDA.

ATTACHMENTS:

- Reso15-111 (DOCX)
- FRGB NRDA FAP Form_2015 (1) (DOCX)
- Fox Point.Application (DOCX)
- FRGB NRDA FAP Form_2015 (1) (DOCX)
- FRGB NRDA FAP Form_2015 (1) (DOCX)
- FRGB NRDA FAP Form_2015 (1) (DOCX)

RESOLUTION #15-111

AUTHORIZING SUBMISSION OF NATURAL RESOURCE DAMAGE
ASSESSMENT (NRDA) GRANT APPLICATIONS

WHEREAS, part of the Fox River clean-up effort by the US EPA and other stakeholders is to assess Natural Resource Damages against parties responsible for harm to natural resources by the toxic substances released into the environment, which damage assessments are then made available for grants to restore natural resources in the damaged vicinity; and

WHEREAS, the Director of Parks, Recreation & Forestry has become aware of current NRDA grant funding availability; and

WHEREAS, the Board of Park Commissioners has reviewed and recommends approval of NRDA grant applications for City park projects, including Fox Point Boat Launch refurbishing; education kiosk installation along the Riverwalk; expansion of the Bomier Boat Launch; canoe/kayak launch; and webcam installation for walleye and sturgeon viewing

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Director of Parks, Recreation & Forestry is authorized to submit the NRDA grant requests 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 6th day of October, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso15-111 (3984 : Resolution #15-111, Authorizing applying for NRDA Grants)

FOX RIVER/GREEN BAY NRDA TRUSTEE COUNCIL

2015 PROJECT INFORMATION FORM

Fishery Enhancement & Aquatic, Near-shore and Riparian Projects (FAP)

1. GENERAL INFORMATION

Title of Project: Bomier Boat Launch Expansion

Date Submitted:

FAP Number (assigned after submission):

Project Type (check all that apply): ☐ fish passage/barrier removal ☐ habitat restoration☐ habitat preservation ☐ native population enhancement ☐ invasive species management☐ monitoring ☒ Other _____

Geographic Priority Area:

Targeted Species:

2. CONTACT INFORMATION

Project Manager: Marty Kosobucki

Name of Organization: City of De Pere

Address: 925 S. Sixth Street

Phone Number: 920-339-8358

E-mail: mkosobucki@mail.de-pere.org

3. FINANCIAL INFORMATION

Estimated Total Project Cost (NRDA Funds Requested + Matching Funds): \$350,000

Total NRDA Funding Requested: \$175,000 Estimated Matching Funds/In-Kind Services: \$175,000

4. PROJECT CATEGORY

☐ Aquatic & Near-shore Habitat Improvement Projects☐ Fishery Resource Enhancement Projects☒ Natural Resource-based Public Use Enhancement

5. RESTORATION IMPACTS (Quantify the <u>potential</u> impacts of your project):	
Acres restored: acres	Acres preserved (acquisition only): acres
Stream miles restored: miles	Stream miles preserved: miles
Stream miles opened for fish passage: miles	
6. PROJECT PARTNERS	
List any project partners (specify which of these partners you anticipate contributing matching funds): City of De Pere, Wisconsin Department of Natural Resources	
7. PROJECT LOCATION (Projects must be in the restoration area outlined by the Trustees. Geographic priorities are defined on page 9 of the 'Final Joint Restoration Plan & Environmental Assessment for the Lower Fox River and Green Bay Area' found at: http://www.fws.gov/midwest/es/ec/NRDA/FoxRiverNRDA/documents/restorationplan/finaljune2003.pdf	
State, County, Township, Section, Range: Wisconsin, Brown, Township - 23, Section – Part of Sec 27/Part of Sec 35E, Range 20E	
8. PROJECT DELIVERABLES	
Briefly describe the project: The project will include two main components. The first is the expansion of the parking lot. The second is increasing the size of the launch to accommodate more than one launching lane.	
Explain how your project will enhance or restore the abundance and diversity of top predators and/or native prey species within the greater lower fox ecosystem (please note if there are any federally or state listed threatened or endangered species):	

List any fish or wildlife species, cultural resources, or cultural practices injured by PCBs that will directly receive benefits as a result of this project (For more information, refer to page 20 of the 'Final Joint restoration Plan & Environmental Assessment for the Lower Fox River and Green Bay Area: <http://www.fws.gov/midwest/es/ec/NRDA/FoxRiverNRDA/documents/restorationplan/finaljune2003.pdf>

Describe how this project aligns with the goals and objectives identified in your organization's management plan. Also list any national, state, regional, tribal, or local plans that are pertinent to this project: The City has long range capital plan in which the project is listed. As part of the goal of the department and City, we would like to address the deficiency in size of the launch at Bomier Park.

9. METHODS

Identify the major steps involved in the project including any permits or compliance issues that need to be addressed. Include a timeline for completion:

Application to WDNR for boating facilities grant program, January 2016

Design phase of facility, March – November 2016

Bid project, December, 2015 – February 2016

Project Construction, April – August 2016

10. MAINTENANCE REQUIREMENTS

Describe both short-term and long-term maintenance requirements for the project:

Short term maintenance includes daily monitoring of launch facilities and restrooms. This is currently done by Park Staff.

Long term maintenance needs include parking lot maintenance (crack filling, seal coating, line stripping, etc...), launch maintenance (dock boards, concrete repair, etc...), and facility repairs.

11. MONITORING

List any pre or post project monitoring activities that will be completed at the site:

12. LIKELIHOOD OF SUCCESS

How will you determine if the project is a success? What criteria will be used to make the determination? What are potential problems or risks to project success? Currently during the peak season, boats and trailers will park on the street generating complaints from residents and users. Elimination of complaints shall be one criteria for success.

We do not envision many things that would cause the project not to be successful. Some obstacles could be poor construction causing facility failure, or the economy would crumble in such a manner that would cause boating to drop significantly.

13. ATTACHMENTS REQUIRED WITH REPORT

1. Submit at least two recent digital photos of the project area. Include captions with the photos and any photographic credits.
2. Provide a map or aerial photo of project area.

Budget Category	NRDA Funds Requested	Matching Funds (Anticipated)	Indicate Source(s) of Matching Funds (Anticipated)	Projected Cumulative Project Expenses
Contracts				
Supplies & Materials				
Travel				
Salaries/Benefits				
Land Preservation				
Closing costs for land acquisition				
Other:				
Other:				
TOTAL	\$	\$		\$

BUDGET NOTES:

FOX RIVER/GREEN BAY NRDA TRUSTEE COUNCIL

2015 PROJECT INFORMATION FORM

Fishery Enhancement & Aquatic, Near-shore and Riparian Projects (FAP)

1. GENERAL INFORMATION

Title of Project: Refurbish Fox Point Boat Docks

Date Submitted:

FAP Number (assigned after submission):

Project Type (check all that apply): ☐ fish passage/barrier removal ☐ habitat restoration☐ habitat preservation ☐ native population enhancement ☐ invasive species management☐ monitoring ☐ Other (fill in type of project)

Geographic Priority Area:

Targeted Species:

2. CONTACT INFORMATION

Project Manager: Marty Kosobucki

Name of Organization: City of De Pere

Address: 925 S. Sixth Street

Phone Number: 920-339-8358

E-mail: mkosobucki@mail.de-pere.org

3. FINANCIAL INFORMATION

Estimated Total Project Cost (NRDA Funds Requested + Matching Funds): \$\$88,000

Total NRDA Funding Requested: \$\$44,000 Estimated Matching Funds/In-Kind Services: \$\$44,000

4. PROJECT CATEGORY

- ☐ Aquatic & Near-shore Habitat Improvement Projects
- ☐ Fishery Resource Enhancement Projects
- ☒ Natural Resource-based Public Use Enhancement

Attachment: Fox Point.Application (3984 : Resolution #15-111, Authorizing applying for NRDA Grants)

5. RESTORATION IMPACTS (Quantify the <u>potential</u> impacts of your project):	
Acres restored: acres	Acres preserved (acquisition only): acres
Stream miles restored: miles	Stream miles preserved: miles
Stream miles opened for fish passage: miles	
6. PROJECT PARTNERS	
List any project partners (specify which of these partners you anticipate contributing matching funds): City of De Pere Wisconsin Department of Natural Resources (grant application to be submitted)	
7. PROJECT LOCATION (Projects must be in the restoration area outlined by the Trustees. Geographic priorities are defined on page 9 of the 'Final Joint Restoration Plan & Environmental Assessment for the Lower Fox River and Green Bay Area' found at: http://www.fws.gov/midwest/es/ec/NRDA/FoxRiverNRDA/documents/restorationplan/finaljune2003.pdf	
State, County, Township, Section, Range: Wisconsin, Brown, Private Claim 26E	
8. PROJECT DELIVERABLES	
Briefly describe the project: The Fox Point Boat Launch is located along the Fox River (1075 N. Broadway), and is a very popular facility for fishermen. The project will include renovating the boat docks that are experiencing deteriorating conditions. Renovation will include replacing all the boards with recycled plastic boarding, repairing/replacing floats, and repairing framing.	
Explain how your project will enhance or restore the abundance and diversity of top predators and/or native prey species within the greater lower fox ecosystem (please note if there are any federally or state listed threatened or endangered species): The Fox River Boat Launch is a highly used facility that provides access to the Fox River. During the spring walleye run, the facility experiences above normal traffic due to the boat launches popularity. 150 boats per day are a common occurrence. The facility provides convenient access to the Fox River for outdoorsman seeking various types of fish. While walleye and Musky fisherman heavily utilize the facility, many other fisherman and outdoor enthusiasts use the facility.	

List any fish or wildlife species, cultural resources, or cultural practices injured by PCBs that will directly receive benefits as a result of this project (For more information, refer to page 20 of the 'Final Joint restoration Plan & Environmental Assessment for the Lower Fox River and Green Bay Area: <http://www.fws.gov/midwest/es/ec/NRDA/FoxRiverNRDA/documents/restorationplan/finaljune2003.pdf>

Describe how this project aligns with the goals and objectives identified in your organization's management plan. Also list any national, state, regional, tribal, or local plans that are pertinent to this project: The City has listed in its Capital Improvement Plan the renovation of the boat docks in 2016 however funding was not approved. The project will be listed/transferred to 2017 for inclusion in the proposed 2017 budget.

9. METHODS

Identify the major steps involved in the project including any permits or compliance issues that need to be addressed. Include a timeline for completion:

November 2016 – City of De Pere to approve 2017 Budget request to include funds for Fox Point Boat Launch.

December 2016 – Bids obtained on dock renovation.

January 2017 – Docks shipped out for refurbishing.

March 2017 – Docks returned to City of De Pere.

10. MAINTENANCE REQUIREMENTS

Describe both short-term and long-term maintenance requirements for the project:

Short term maintenance required will include staff installation and tear down of the boat facilities (we do not leave the docks in year round). Short term maintenance will also include regular monitoring of safe conditions of the docks. Because the docks will be refurbished with recycled materials/boards, longer term maintenance takes on less of an impact. The docks will need to be refurbished in 10-15 years which may include additional float and framing work.

11. MONITORING

List any pre or post project monitoring activities that will be completed at the site:

During the boating season we monitor/check the boat launches a minimum of 2-3 times per week for safe conditions.

12. LIKELIHOOD OF SUCCESS

How will you determine if the project is a success? What criteria will be used to make the determination? What are potential problems or risks to project success?

The success of the project is a very high probability. Because the current docks are aging and in need of repair, the refurbishment will allow for safer and more consistent conditions at the facility. The use of recycled boards will reduce maintenance hours by staff, during the course of the season used to go out and repair broken and/or splintered boards.

13. ATTACHMENTS REQUIRED WITH REPORT

1. Submit at least two recent digital photos of the project area. Include captions with the photos and any photographic credits.
2. Provide a map or aerial photo of project area.

Budget Category	NRDA Funds Requested	Matching Funds (Anticipated)	Indicate Source(s) of Matching Funds (Anticipated)	Projected Cumulative Project Expenses
Contracts	4000	4000	Wisconsin Department of Natural Resources Grant program	8000
Supplies & Materials	\$40,000	\$40,000	Wisconsin Department of Natural Resources Grant program	\$80,000
Travel				
Salaries/Benefits				
Land Preservation				
Closing costs for land acquisition				
Other:				
Other:				
TOTAL	\$44,000	\$44,000		\$88,000

BUDGET NOTES:

FOX RIVER/GREEN BAY NRDA TRUSTEE COUNCIL

2015 PROJECT INFORMATION FORM

Fishery Enhancement & Aquatic, Near-shore and Riparian Projects (FAP)

1. GENERAL INFORMATION

Title of Project: Installation of handicap accessible Kayak/Canoe launch.

Date Submitted:

FAP Number (assigned after submission):

Project Type (check all that apply): ☐ fish passage/barrier removal ☐ habitat restoration

☐ habitat preservation ☐ native population enhancement ☐ invasive species management

☐ monitoring ☒ Other _____

Geographic Priority Area:

Targeted Species:

2. CONTACT INFORMATION

Project Manager: Marty Kosobucki

Name of Organization: City of De Pere

Address: 925 S. Sixth Street

Phone Number: 920-339-8358

E-mail: mkosobucki@mail.de-pere.org

3. FINANCIAL INFORMATION

Estimated Total Project Cost (NRDA Funds Requested + Matching Funds): \$20,000

Total NRDA Funding Requested: \$20,000 **Estimated Matching Funds/In-Kind Services:** \$

4. PROJECT CATEGORY

☐ Aquatic & Near-shore Habitat Improvement Projects

☐ Fishery Resource Enhancement Projects

☒ Natural Resource-based Public Use Enhancement

Attachment: FRGB NRDA FAP Form_2015 (1) (3984 : Resolution #15-111, Authorizing applying for NRDA Grants)

5. RESTORATION IMPACTS (Quantify the <u>potential</u> impacts of your project):	
Acres restored: acres	Acres preserved (acquisition only): acres
Stream miles restored: miles	Stream miles preserved: miles
Stream miles opened for fish passage: miles	
6. PROJECT PARTNERS	
List any project partners (specify which of these partners you anticipate contributing matching funds):	
7. PROJECT LOCATION (Projects must be in the restoration area outlined by the Trustees. Geographic priorities are defined on page 9 of the 'Final Joint Restoration Plan & Environmental Assessment for the Lower Fox River and Green Bay Area' found at: http://www.fws.gov/midwest/es/ec/NRDA/FoxRiverNRDA/documents/restorationplan/finaljune2003.pdf	
State, County, Township, Section, Range: Wisconsin, Brown, Township - 23, Section – PC35E, Range 20E	
8. PROJECT DELIVERABLES	
Briefly describe the project: The project would include the installation of a handicap accessible kayak/canoe launch at the Bomier Boat Launch.	
Explain how your project will enhance or restore the abundance and diversity of top predators and/or native prey species within the greater lower fox ecosystem (please note if there are any federally or state listed threatened or endangered species):	

List any fish or wildlife species, cultural resources, or cultural practices injured by PCBs that will directly receive benefits as a result of this project (For more information, refer to page 20 of the 'Final Joint restoration Plan & Environmental Assessment for the Lower Fox River and Green Bay Area: <http://www.fws.gov/midwest/es/ec/NRDA/FoxRiverNRDA/documents/restorationplan/finaljune2003.pdf>

Describe how this project aligns with the goals and objectives identified in your organization's management plan. Also list any national, state, regional, tribal, or local plans that are pertinent to this project: The City has an initiative to make all parks and facilities 100% ADA accessible.

9. METHODS

Identify the major steps involved in the project including any permits or compliance issues that need to be addressed. Include a timeline for completion:

Research and decision on type of launch – January/February 2016

WDNR review if needed – February-May, 2016

Purchase and install – August-September

10. MAINTENANCE REQUIREMENTS

Describe both short-term and long-term maintenance requirements for the project:

Depending on the style and location of the launch we may need to put in and remove the launch on a seasonal basis. Long term maintenance will include the refurbishing of the equipment after several years of use.

11. MONITORING

List any pre or post project monitoring activities that will be completed at the site:

12. LIKELIHOOD OF SUCCESS

How will you determine if the project is a success? What criteria will be used to make the determination? What are potential problems or risks to project success? Monitoring of use will be used to determine if project was a success. We will also monitor comments on the City's Facebook page.

Potential Problems – location will be key in placing the launch. While we want to put the launch at a location that will have high use, we also have to put the launch at a facility that can effectively handle special needs type of traffic.

13. ATTACHMENTS REQUIRED WITH REPORT

1. Submit at least two recent digital photos of the project area. Include captions with the photos and any photographic credits.
2. Provide a map or aerial photo of project area.

Budget Category	NRDA Funds Requested	Matching Funds (Anticipated)	Indicate Source(s) of Matching Funds (Anticipated)	Projected Cumulative Project Expenses
Contracts				
Supplies & Materials				
Travel				
Salaries/Benefits				
Land Preservation				
Closing costs for land acquisition				
Other:				
Other:				
TOTAL	\$	\$		\$

BUDGET NOTES:

FOX RIVER/GREEN BAY NRDA TRUSTEE COUNCIL

2015 PROJECT INFORMATION FORM

Fishery Enhancement & Aquatic, Near-shore and Riparian Projects (FAP)

1. GENERAL INFORMATION

Title of Project: Video kiosks at De Pere Riverwalk.

Date Submitted:

FAP Number (assigned after submission):

Project Type (check all that apply): ☐ fish passage/barrier removal ☐ habitat restoration

☐ habitat preservation ☐ native population enhancement ☐ invasive species management

☐ monitoring ☒ Other Education

Geographic Priority Area:

Targeted Species:

2. CONTACT INFORMATION

Project Manager: Marty Kosobucki

Name of Organization: City of De Pere

Address: 925 S. Sixth Street

Phone Number: 920-339-8358

E-mail: mkosobucki@mail.de-pere.org

3. FINANCIAL INFORMATION

Estimated Total Project Cost (NRDA Funds Requested + Matching Funds): \$45,000

Total NRDA Funding Requested: \$40,000 **Estimated Matching Funds/In-Kind Services:** \$5,000

4. PROJECT CATEGORY

☐ Aquatic & Near-shore Habitat Improvement Projects

☐ Fishery Resource Enhancement Projects

☒ Natural Resource-based Public Use Enhancement

Attachment: FRGB NRDA FAP Form_2015 (1) (3984 : Resolution #15-111, Authorizing applying for NRDA Grants)

5. RESTORATION IMPACTS (Quantify the <u>potential</u> impacts of your project):	
Acres restored: acres	Acres preserved (acquisition only): acres
Stream miles restored: miles	Stream miles preserved: miles
Stream miles opened for fish passage: miles	
6. PROJECT PARTNERS	
List any project partners (specify which of these partners you anticipate contributing matching funds): City of De Pere, Fox River Heritage Parkway, Fox River System Navigation Authority, US Fish and Wildlife, Wisconsin Department of Natural Resources	
7. PROJECT LOCATION (Projects must be in the restoration area outlined by the Trustees. Geographic priorities are defined on page 9 of the 'Final Joint Restoration Plan & Environmental Assessment for the Lower Fox River and Green Bay Area' found at: http://www.fws.gov/midwest/es/ec/NRDA/FoxRiverNRDA/documents/restorationplan/finaljune2003.pdf	
State, County, Township, Section, Range: Wisconsin, Brown, Township - 23, Section - PC32, Range 20E	
8. PROJECT DELIVERABLES	
Briefly describe the project: The project would include installation of two video kiosks (one in Voyager Park and one on the Riverwalk) that would be designed to provide education related to various attractions to the De Pere Riverwalk. Content would include descriptions of various fish and wildlife, the lock system, as well as the history of the area.	
Explain how your project will enhance or restore the abundance and diversity of top predators and/or native prey species within the greater lower fox ecosystem (please note if there are any federally or state listed threatened or endangered species): The Kiosks will provide valuable education to park users about the resources in the area.	

List any fish or wildlife species, cultural resources, or cultural practices injured by PCBs that will directly receive benefits as a result of this project (For more information, refer to page 20 of the 'Final Joint restoration Plan & Environmental Assessment for the Lower Fox River and Green Bay Area: <http://www.fws.gov/midwest/es/ec/NRDA/FoxRiverNRDA/documents/restorationplan/finaljune2003.pdf>

Describe how this project aligns with the goals and objectives identified in your organization's management plan. Also list any national, state, regional, tribal, or local plans that are pertinent to this project:

The City of De Pere developed the De Pere Riverwalk to provide access to a valuable resource to our residents and visitors. As part of our ongoing plan for the Riverwalk, we look at and evaluate ways to promote the use of the Riverwalk and the resources surrounding it. An educational Kiosk fits in line with creating ways to make the location user friendly while educating visitors on the sensitive natural resources surrounding the Riverwalk.

9. METHODS

Identify the major steps involved in the project including any permits or compliance issues that need to be addressed. Include a timeline for completion:

January – February: Research options of outdoor vide kiosks.

February – April: Develop content of video kiosk. (consultation with WDNR, US Fish and Wildlife, and

June: Install Video Kiosks

10. MAINTENANCE REQUIREMENTS

Describe both short-term and long-term maintenance requirements for the project:

All short term and long term maintenance will be performed by the City of De Pere. Maintenance of the project will include periodic updates to the electronic information as well as general repairs.

11. MONITORING
List any pre or post project monitoring activities that will be completed at the site:
12. LIKELIHOOD OF SUCCESS
How will you determine if the project is a success? What criteria will be used to make the determination? What are potential problems or risks to project success? Our plan is to provide a question on the Kiosk asking users if the information is beneficial to them. We would use this information to evaluate the effectiveness of the kiosk. The biggest risk to this project are weather and vandalism. We plan to look at only the highest quality outdoor kiosks in an effort to minimize affects from weather conditions, and we also will locate the kiosks in high visibility areas to minimize vandalism.
13. ATTACHMENTS REQUIRED WITH REPORT
1. Submit at least two recent digital photos of the project area. Include captions with the photos and any photographic credits. 2. Provide a map or aerial photo of project area.

Budget Category	NRDA Funds Requested	Matching Funds (Anticipated)	Indicate Source(s) of Matching Funds (Anticipated)	Projected Cumulative Project Expenses
Contracts				
Supplies & Materials	\$40,000			\$40,000
Travel				
Salaries/Benefits		\$5000	City of De Pere	\$5,000
Land Preservation				
Closing costs for land acquisition				
Other: Design				
Other:				
TOTAL	\$40,000	\$5,000		\$45,000

BUDGET NOTES: Supplies and materials includes costs related to the purchase of two outdoor kiosks, software for each of the kiosks, and providing accessible routes/path to the kiosk.

FOX RIVER/GREEN BAY NRDA TRUSTEE COUNCIL

2015 PROJECT INFORMATION FORM

Fishery Enhancement & Aquatic, Near-shore and Riparian Projects (FAP)

1. GENERAL INFORMATION

Title of Project: De Pere Riverwalk Web cams

Date Submitted:

FAP Number (assigned after submission):

Project Type (check all that apply): ☐ fish passage/barrier removal ☐ habitat restoration

☐ habitat preservation ☐ native population enhancement ☐ invasive species management

☐ monitoring ☒ Other _____

Geographic Priority Area:

Targeted Species:

2. CONTACT INFORMATION

Project Manager: Marty Kosobucki

Name of Organization: City of De Pere

Address: 925 S. Sixth Street

Phone Number: 920-339-8358

E-mail: mkosobucki@mail.de-pere.org

3. FINANCIAL INFORMATION

Estimated Total Project Cost (NRDA Funds Requested + Matching Funds): \$80,000

Total NRDA Funding Requested: \$80,000 **Estimated Matching Funds/In-Kind Services:** \$0

This project will require the City to take on the cost of data service.

4. PROJECT CATEGORY

☐ Aquatic & Near-shore Habitat Improvement Projects

☐ Fishery Resource Enhancement Projects

☒ Natural Resource-based Public Use Enhancement

Attachment: FRGB NRDA FAP Form_2015 (1) (3984 : Resolution #15-111, Authorizing applying for NRDA Grants)

5. RESTORATION IMPACTS (Quantify the <u>potential</u> impacts of your project):	
Acres restored: acres	Acres preserved (acquisition only): acres
Stream miles restored: miles	Stream miles preserved: miles
Stream miles opened for fish passage: miles	
6. PROJECT PARTNERS	
List any project partners (specify which of these partners you anticipate contributing matching funds): City of De Pere, US Fish and Wildlife	
7. PROJECT LOCATION (Projects must be in the restoration area outlined by the Trustees. Geographic priorities are defined on page 9 of the 'Final Joint Restoration Plan & Environmental Assessment for the Lower Fox River and Green Bay Area' found at: http://www.fws.gov/midwest/es/ec/NRDA/FoxRiverNRDA/documents/restorationplan/finaljune2003.pdf	
State, County, Township, Section, Range: Wisconsin, Brown, Township - 23, Section - PC32, Range 20E	
8. PROJECT DELIVERABLES	
Briefly describe the project: The project would include the installation of two webcams on the De Pere Riverwalk designed to provide the public with greater exposure and enjoyment of the resources located in this area. One camera would be fixuated to allow for viewing of the various waterfowl and fish coming up to the dam. The second camera would be placed underwater to show the various fish (including walleye and sturgeon) coming to the dam at various times of the season.	
Explain how your project will enhance or restore the abundance and diversity of top predators and/or native prey species within the greater lower fox ecosystem (please note if there are any federally or state listed threatened or endangered species):	

List any fish or wildlife species, cultural resources, or cultural practices injured by PCBs that will directly receive benefits as a result of this project *(For more information, refer to page 20 of the 'Final Joint restoration Plan & Environmental Assessment for the Lower Fox River and Green Bay Area: <http://www.fws.gov/midwest/es/ec/NRDA/FoxRiverNRDA/documents/restorationplan/finaljune2003.pdf>*

Indirectly, I believe all fish species would benefit from the web cams. The cams will be able to provide US Fish and Wildlife and WDNR with additional knowledge of their movements and patters. In addition, the webcam would also aid the WDNR and local law enforcement with viewing inappropriate behavior surrounding the fish.

Describe how this project aligns with the goals and objectives identified in your organization's management plan. Also list any national, state, regional, tribal, or local plans that are pertinent to this project: The City has an overall goal to promote the Riverwalk and resources in the area.

9. METHODS

Identify the major steps involved in the project including any permits or compliance issues that need to be addressed. Include a timeline for completion:

Research options for cameras – January-March, 2016

Agreements for software and data – April-May, 2016

Purchase and installation – May – June, 2016

10. MAINTENANCE REQUIREMENTS

Describe both short-term and long-term maintenance requirements for the project: Short term maintenance will include monitoring the web cams both from a structural standpoint and the use. It will also include decisions on running the camera or not during times of the year where activity is low.

Long term maintenance will include monitoring of the condition of the cameras and updating software.

11. MONITORING

List any pre or post project monitoring activities that will be completed at the site: We would monitor the number of views on the camera.

12. LIKELIHOOD OF SUCCESS

How will you determine if the project is a success? What criteria will be used to make the determination? What are potential problems or risks to project success? By viewing the number of views on the camera we will be able to determine if the cameras are a useful tool to our public.

Potential Problems – Because the Riverwalk and viewing platforms are very remote, getting the appropriate wiring and infrastructure established to run a web cam will prove to be difficult but not impossible.

13. ATTACHMENTS REQUIRED WITH REPORT

1. Submit at least two recent digital photos of the project area. Include captions with the photos and any photographic credits.
2. Provide a map or aerial photo of project area.

Budget Category	NRDA Funds Requested	Matching Funds (Anticipated)	Indicate Source(s) of Matching Funds (Anticipated)	Projected Cumulative Project Expenses
Contracts				
Supplies & Materials				
Travel				
Salaries/Benefits				
Land Preservation				
Closing costs for land acquisition				
Other:				
Other:				
TOTAL	\$	\$		\$

BUDGET NOTES:

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 6, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #15-112, Authorizing Payment to Property Owners by Wisconsin Department of Transportation on Behalf of the City of De Pere for Temporary Limited Easements in Conjunction with the Reconstruction of 8th Street (Project 4085-42-21).

DISCUSSION

The Wisconsin Department of Transportation (WisDOT) is reconstructing Eighth Street in 2017. Temporary construction easements will be required along the project corridor for grading behind the sidewalk. Because this is considered “connecting highway” by WisDOT, communities are required to negotiate and acquire these easements, with WisDOT reimbursing the community. For this project, WisDOT will be negotiating for the temporary limited easements. The City will be responsible to pay for the easements, with the City being reimbursed by WisDOT.

.

STAFF RECOMMENDATION

Staff recommendation is to approve the purchasing of easements for at least \$200, with WisDOT reimbursing the City.

ATTACHMENTS:

- Reso15-112 (DOCX)

RESOLUTION #15-112

AUTHORIZING PAYMENT TO PROPERTY OWNERS BY
WISCONSIN DEPARTMENT OF TRANSPORTATION ON BEHALF OF
THE CITY OF DE PERE FOR TEMPORARY LIMITED EASEMENTS IN
CONJUNCTION WITH THE RECONSTRUCTION OF 8TH STREET
(Project 4085-42-21)

WHEREAS, the City and Wisconsin Department of Transportation (WisDOT) are parties to a State/Municipal Agreement (SMA) for the reconstruction of 8th Street (connecting State Highway 32), (“the Project”); and

WHEREAS, WisDOT has agreed as a part of the Project to perform all tasks related to obtaining necessary property interests from abutting property owners, which under the Project consist solely of temporary limited easements (TLEs) for purposes of sloping, site restoration and like services to the individual properties along the project limits; and

WHEREAS, WisDOT has indicated it wishes to provide payment of at least \$200 for the each TLE required; and

WHEREAS, under the terms of the SMA, WisDOT shall reimburse the City for all property interest payments, however approval from the City regarding the amount paid is required.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby authorizes payment of not less than \$200 per temporary limited easement to property owners abutting the 8th Street reconstruction Project 4085-42-21 upon approval thereof by the City Engineer.

BE IT FURTHER RESOLVED THAT:

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

Resolution #15-112
Page 2 of 2

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso15-112 (4004 : Resolution #15-112, WisDOT TLE Payment - 8th Street)

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

MEETING DATE: October 6, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #15-113, Authorizing Office Project Development Agreement (Festival Foods Headquarters).

ATTACHMENTS:

- Festival Foods Memo 10-1-15 (PDF)
- Reso15-113 (DOCX)
- Festival - Development Agreement final 10-1-15-191-001-15 (DOCX)
- Exhibit A - Festival (DOCX)
- Exhibit B - Festival (PDF)

CITY OF DE PEREMEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney *Judy*
RE: Office Project Development Agreement (Festival Foods Headquarters)
Date: October 1, 2015

This Development Agreement covers the construction of a new headquarters for Festival Foods on Lawrence Drive (WD-364-D-501-2). A Developer's incentive of 10% of the assessed value at completion of the project will be paid to the tenant of the building (Festival Foods); without this incentive this development would not occur in the City.

The timeframe for construction is prompt; the site plan was approved by the City Council as an amendment to the Precise Implementation Plan on September 15, 2015. Construction is slated to start immediately after the approval of the agreement, with occupancy expected by November 1, 2016.

Staff recommends approval of the Agreement. If you have any questions or concerns regarding the Agreement, feel free to call me at 339-4042 at your convenience.

JSL:jld

H:\jdupont\Memos\2015\Mayor & CC-Festival Foods 10-1-15-191-001-15.docx

RESOLUTION #15-113

AUTHORIZING OFFICE PROJECT DEVELOPMENT AGREEMENT
(Festival Foods Headquarters)

WHEREAS, Chifest Properties De Pere, LLC (“Developer”) is the owner of approximately 3.05 acres of land (Parcel WD-364-D-501-2) located within the City (the "Property"); and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District No. 8 on January 1, 2008, which was amended on September 15, 2015 to modify the boundaries of District No. 8 (as modified, the "District") and adopted a Project Plan for the District authorizing the expenditure of funds within the District, which was amended on September 15, 2015 to modify the authorization of expenditure of funds within the District (as modified, the "Project Plan"); and

WHEREAS, Developer intends to develop the Property into a 42,500 square foot office building which will be leased by Developer to Skogen’s Foodliner, Inc. (“Tenant”) for use as Tenant’s corporate headquarters (the "Office Building"), to be constructed by Developer; and

WHEREAS, the development of the Office Building is consistent with the Project Plan and will be beneficial to the City; and

WHEREAS, the Developer's ability to develop and lease the Office Building to Tenant is contingent upon the City's providing financial and other assistance to Tenant on the terms set forth in the attached Office Project Development Agreement; and

WHEREAS, the City wishes to promote this development.

Resolution #15-113

Page 2 of 2

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Office Project Development Agreement (Festival Foods Headquarters), as is attached hereto.

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 6th day of October, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

OFFICE PROJECT
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered into as of October ____, 2015 by and among CHIFEST PROPERTIES DE PERE, LLC, a Wisconsin limited liability company ("Developer"), SKOGEN'S FOODLINER, INC., a Wisconsin corporation ("Tenant"), and the CITY OF DE PERE, a Wisconsin municipal corporation ("City").

RECITALS

A. Developer is the owner of approximately 3.05 acres of land (Parcel WD-364-D-501-2) located within the City described on Exhibit A attached hereto (the "Property").

B. Pursuant to section 66.1105, Wisconsin Statutes, the City created Tax Increment District No. 8 on January 1, 2008, which was amended on September 15, 2015 to modify the boundaries of District No. 8 (as modified, the "District") and adopted a Project Plan for the District authorizing the expenditure of funds within the District, which was amended on September 15, 2015 to modify the authorization of expenditure of funds within the District (as modified, the "Project Plan").

C. Developer intends to develop the Property into a 42,500 square foot office building which will be leased by Developer to Tenant for use as Tenant's corporate headquarters (the "Office Building"), to be constructed by Developer on the portion of the Property identified on Exhibit B attached hereto (the "Office Building Parcel").

D. The development of the Office Building is consistent with the Project Plan and will be beneficial to the City.

E. The Developer's ability to develop and lease the Office Building to Tenant is contingent upon the City's providing financial and other assistance to Tenant on the terms set forth in this Agreement.

AGREEMENTS

In consideration of the Recitals and the terms and conditions set forth herein, the parties agree as follows:

ARTICLE I DEVELOPMENT OF OFFICE BUILDING

A. Developer agrees to proceed with and diligently pursue lease negotiations with Tenant pursuant to which the Tenant will occupy the Office Building (the "Lease").

B. Subject to entering into the Lease with Tenant, Developer shall commence construction of the Office Building by November 1, 2015 and complete same (such that it is available for occupancy by the Tenant) on or before September 1, 2016.

ARTICLE II CITY OBLIGATIONS

A. The City agrees to make two grants (together, the "Project Grants," and individually, a "Project Grant") to Tenant to defray the costs of the Office Building and thereby lower the occupancy costs of the Tenant (the Tenant's rent is formulaically based upon the total costs of constructing the Office Building, net of the Project Grants). The aggregate amount of the Project Grants shall be equal to 10.0% of the final assessed value of the Office Building and Office Building Parcel, as of January 1, 2017, and payable on the following schedule:

1. The first Project Grant, in the amount of \$700,000.00 (the "First Project Grant"), shall be payable on or before thirty days following the issuance of a certificate of occupancy for the Office Building.
2. The second Project Grant in such amount as shall be determined in accordance with paragraph C shall be payable on or before fifteen days

following the final determination by the City of the assessed valuation of the Office Building and Office Parcel as of January 1, 2017 (the "Final Valuation").

B. The City shall pay the Project Grants directly to the Tenant.

C. As stated in paragraph A, above, the aggregate amount of the Project Grants shall be equal to 10.0% of the Final Valuation. For example, if the Final Valuation is \$12,500,000, then the aggregate amount of the Project Grants shall be \$1,250,000, and the amount of the second Project Grant would be \$550,000. If 10.0% of the Final Valuation is less than \$700,000 (i.e., the amount of the First Project Grant), then Tenant shall refund the overpayment to the City within fifteen days following receipt of notice from the City of the Final Valuation.

ARTICLE III DEVELOPERS' OBLIGATIONS

A. For the duration of the statutory life of the District (which is expected to close December 31, 2026), Developer, for itself, its successors and assigns, hereby waives all rights to contest and appeal the assessed value of the Office Building and Office Building Parcel below the Final Valuation.

B. 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 Office Building to an entity whereby such sale or lease would cause such portion of the Office Building 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 Office Building and Office Building Parcel during the duration of this Agreement prohibiting any use of such property during the term of this Agreement which would cause some or any portion thereof to become tax exempt. Should the Office Building and Office

Building Parcel nevertheless become tax exempt, Developer, for itself, its successors and assigns, hereby agrees that an annual payment in lieu of tax shall be made by the then owner of the Office Building and Office Building Parcel. Such payment in lieu of taxes shall be determined for any given year that the Office Building and Office Building Parcel are exempt from taxation by multiplying the assessed value of the Office Building and Office Building Parcel as of January 1 of such year by the mil-rate for all taxing jurisdictions established for that tax year for the [west-side] of the City, with such product due and payable on or before October 15 of the year in question (the "Due Date"). If such payment is not made in full by the Due Date, the amount due shall become a lien against the Office Building and Office Building Parcel as a special charge under Wis. Stat. § 66.0627.

ARTICLE IV GENERAL

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

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

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

If to Developer:

Chifest Properties De Pere, LLC
c/o Robert J. Weyers
111 North Washington Street, Suite 400
Green Bay, WI 54301

If to Tenant:

[Skogen's Foodliner, Inc.

_____]

If to City:

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

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

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

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

ARTICLE V DEFAULTS AND REMEDIES

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

B. No party shall be considered in breach or default of its obligations with respect to the beginning and completion of construction of any improvements in the event of enforced delay in the performance of such obligations due to unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God, forces majeure, acts of the public enemy, acts of adjoining property owners, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, breach of contracts by contractors or subcontractors, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of such party shall be extended for the period of the enforced delay as determined in good faith by all parties; provided that the party claiming enforced delay shall, within thirty (30) days after the beginning of such

enforced delay, have first notified the other parties thereof and of the cause or causes thereof and requested an extension for the period of the enforced delay. In the event a delay is caused by unavailable materials or breach of contracts by contractors or subcontractors, the parties agree to grant a sufficient extension to permit such procurement.

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

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

[Signatures on following page]

DEVELOPER:

CHIFEST PROPERTIES DEPERE, LLC

BY _____

Name: _____

Title: _____

TENANT:

SKOGEN'S FOODLINER, INC.

BY _____

Name: _____

Title: _____

CITY OF DE PERE

BY _____

Michael J. Walsh, Mayor

Attest: _____

Shana L. Defnet, Clerk-Treasurer

[NOTARY PAGES FOLLOW]

State of Wisconsin)
 : SS
_____ County)

This instrument was acknowledged before me on the _____ day of _____,
2015, by _____ as _____ of _____.

[Seal]

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

State of Wisconsin)
 : SS

Brown County)

State of Wisconsin)
 : SS
_____ County)

This instrument was acknowledged before me on the _____ day of _____,
2015, by _____ as _____ of _____.

[Seal]

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

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____,
2015, by Michael J. Walsh as Mayor of the City of De Pere.

[Seal]

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

State of Wisconsin)
 : SS
 Brown County)

This instrument was acknowledged before me on the _____ day of _____,
 2015, by Shana L. Defnet as Clerk-Treasurer of the City of De Pere.

[Seal]

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

SCHEDULE OF EXHIBITS

Exhibit A	Legal Description of the Property
Exhibit B	Description of the Office Building Parcel

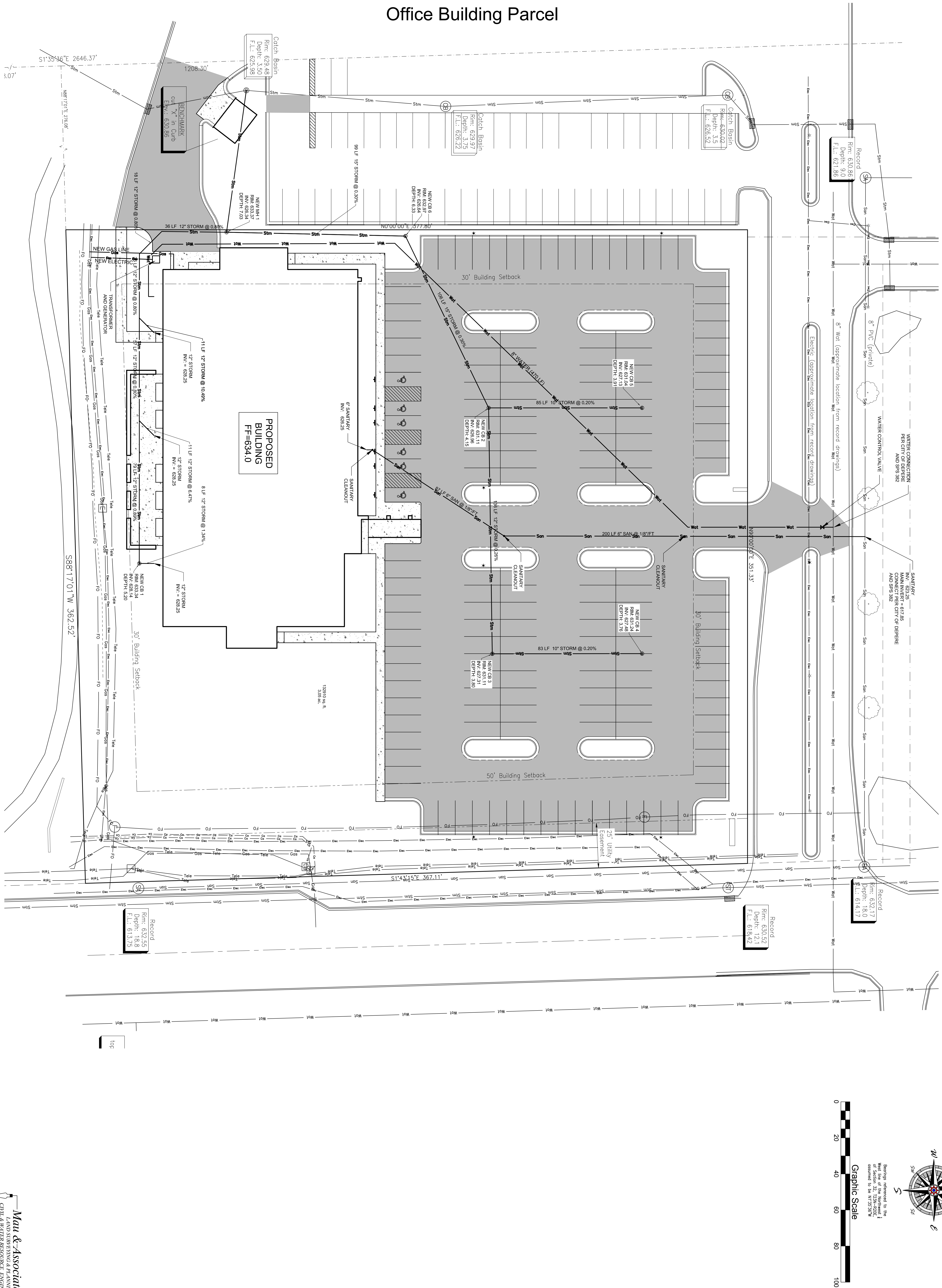
Exhibit A

Legal Description of the Property

Lot 1 of Volume 51 Certified Survey Maps page 219, Brown County Map No. 7513, being part of Lot 1 of De Pere Business Park, in the City of De Pere, West side of Fox River, Brown County, Wisconsin.

Tax Parcel Number: WD-364-D-501-2

Exhibit B
Office Building Parcel



Attachment: Exhibit B - Festival (4023 - Resolution)15-113 Authorizing Office Project Development Agreement (Festival Foods Headquarters)

PRELIMINARY ONLY - NOT FOR CONSTRUCTION

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 6, 2015

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Appointment and re-appointment to various boards and commissions by Mayor Walsh.

ATTACHMENTS:

- October 6, 2015 Appointment Letter (DOC)

Memo

City of De Pere

To: City Council Members
 From: Michael J. Walsh, Mayor
 Subject: Appointment/Re-appointment
 Date: October 1, 2015

I am submitting the following names for appointment/re-appointment at the October 6, 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 individuals being submitted for your approval.

Board/Commission

Appointment/Re-Appointment

Board of Appeals

Paul De Leeuw/Appointment

Board of Park Commissioners

Randy Soquet/Appointment

Designated Offender Advisory Board

Jim Kneiszel/Appointment

Designated Offender Appeal Board

Jim Kneiszel/Appointment

Designated Offender Appeal Board

Rose Smits/Re-Appointment

Redevelopment Authority

Jerry Henrigillis/Re-Appointment

Redevelopment Authority

Ted Penn/Re-Appointment

Attachment: October 6, 2015 Appointment Letter (4021 : Appointment to various boards and commissions by Mayor Walsh.)

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

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

ATTACHMENTS:

- 10-6-15 VOUCHERS (PDF)

9/30/2015 9:23 AM

A / P CHECK REGISTER

PAGE: 1

PACKET: 04917 OCT 2015 COUNCIL - 1 10-6-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6426	ACL							
	I-201508-0	ACL	R	10/06/2015		227.80CR	076335	227.80
0302	AIRGAS USA LLC							
	I-9043735120	AIRGAS USA LLC	R	10/06/2015		104.00CR	076336	
	I-9929923523	AIRGAS USA LLC	R	10/06/2015		93.52CR	076336	
	I-9929923524	AIRGAS USA LLC	R	10/06/2015		211.96CR	076336	
	I-9929923525	AIRGAS USA LLC	R	10/06/2015		325.87CR	076336	735.35
2492	ALCOPRO							
	I-187411-IN	ALCOPRO	R	10/06/2015		246.61CR	076337	246.61
0007	AMBROSIUS SALES & SERVICE							
	I-95182	AMBROSIUS SALES & SERVICE	R	10/06/2015		128.00CR	076338	
	I-95433	AMBROSIUS SALES & SERVICE	R	10/06/2015		62.92CR	076338	190.92
6022	APPLETON POST CRESCENT							
	I-9197725	APPLETON POST CRESCENT	R	10/06/2015		1,471.84CR	076339	
	I-9273305	APPLETON POST CRESCENT	R	10/06/2015		446.82CR	076339	1,918.66
2050	ASSOCIATED TRUST COMPANY							
	I-2697	ASSOCIATED TRUST COMPANY	R	10/06/2015		363.00CR	076340	
	I-2698	ASSOCIATED TRUST COMPANY	R	10/06/2015		363.00CR	076340	
	I-2699	ASSOCIATED TRUST COMPANY	R	10/06/2015		363.00CR	076340	
	I-2700	ASSOCIATED TRUST COMPANY	R	10/06/2015		363.00CR	076340	
	I-2701	ASSOCIATED TRUST COMPANY	R	10/06/2015		363.00CR	076340	1,815.00
3224	AURORA BAYCARE MED CTR LLC							
	I-DM132	AURORA BAYCARE MED CTR LLC	R	10/06/2015		167.02CR	076341	167.02
1380	AUTOHOE II INC							
	I-14507	AUTOHOE II INC	R	10/06/2015		400.00CR	076342	400.00
6803	AUTOMATIC MOTORS INC.							
	I-53987	AUTOMATIC MOTORS INC.	R	10/06/2015		613.72CR	076343	
	I-53989	AUTOMATIC MOTORS INC.	R	10/06/2015		841.97CR	076343	1,455.69
1698	B A T I							
	I-4356	B A T I	R	10/06/2015		7,000.00CR	076344	7,000.00
0442	BADGER LABORATORIES & ENGINEERING							
	I-INV000062769	BADGER LABORATORIES & ENGINEER	R	10/06/2015		180.00CR	076345	180.00

Attachment: 10-6-15 VOUCHERS (3930 : Voucher Approval.)

9/30/2015 9:23 AM

A / P CHECK REGISTER

PAGE: 2

PACKET: 04917 OCT 2015 COUNCIL - 1 10-6-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5497	BADGER MAILING & SHIPPING SYSTEMS INC							
	I-79063	BADGER MAILING & SHIPPING SYST	R	10/06/2015		33.62CR	076346	33.62
0020	BADGERLAND PRINTING INC							
	I-26389	BADGERLAND PRINTING INC	R	10/06/2015		44.00CR	076347	44.00
0023	BATTERIES PLUS LLC							
	C-501-466876	BATTERIES PLUS LLC	R	10/06/2015		25.90	076348	
	I-501-466856	BATTERIES PLUS LLC	R	10/06/2015		38.85CR	076348	
	I-501-469883	BATTERIES PLUS LLC	R	10/06/2015		69.95CR	076348	82.90
0132	BAY AREA HUMANE SOCIETY AND							
	I-114	BAY AREA HUMANE SOCIETY AND	R	10/06/2015		310.00CR	076349	310.00
1369	BAY REPORTING SERVICE INC							
	I-4257	BAY REPORTING SERVICE INC	R	10/06/2015		196.50CR	076350	196.50
0027	BAY TOWEL INC							
	I-2040322	BAY TOWEL INC	R	10/06/2015		128.32CR	076351	
	I-2045280	BAY TOWEL INC	R	10/06/2015		44.02CR	076351	
	I-2045281	BAY TOWEL INC	R	10/06/2015		74.02CR	076351	
	I-2047337	BAY TOWEL INC	R	10/06/2015		130.24CR	076351	
	I-2047358	BAY TOWEL INC	R	10/06/2015		60.02CR	076351	
	I-2048771	BAY TOWEL INC	R	10/06/2015		44.02CR	076351	
	I-2048772	BAY TOWEL INC	R	10/06/2015		72.41CR	076351	
	I-2052284	BAY TOWEL INC	R	10/06/2015		44.02CR	076351	
	I-2052285	BAY TOWEL INC	R	10/06/2015		72.41CR	076351	
	I-2054338	BAY TOWEL INC	R	10/06/2015		60.02CR	076351	729.50
0028	BAY VERTE MACHINERY INC							
	I-258797-00	BAY VERTE MACHINERY INC	R	10/06/2015		78.19CR	076352	78.19
0025	BAYCOM INC							
	I-31664	BAYCOM INC	R	10/06/2015		3,287.00CR	076353	3,287.00
6473	BEAVER OF WISCONSIN INC							
	I-89316	BEAVER OF WISCONSIN INC	R	10/06/2015		588.25CR	076354	588.25
7225	BECHER HOPPE							
	I-19078	BECHER HOPPE	R	10/06/2015		463.25CR	076355	463.25
1456	AL BENZSCHAWEL PLUMBING INC							
	I-21397	AL BENZSCHAWEL PLUMBING INC	R	10/06/2015		750.00CR	076356	750.00

Attachment: 10-6-15 VOUCHERS (3930 : Voucher Approval.)

9/30/2015 9:23 AM

A / P CHECK REGISTER

PAGE: 3

PACKET: 04917 OCT 2015 COUNCIL - 1 10-6-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6751	BRIDGEPORT MFG. INC.							
	I-33647-00	BRIDGEPORT MFG. INC.	R	10/06/2015		235.79CR	076357	235.79
0038	BROADWAY AUTOMOTIVE INC							
	I-453757	BROADWAY AUTOMOTIVE INC	R	10/06/2015		2,268.15CR	076358	
	I-773574P	BROADWAY AUTOMOTIVE INC	R	10/06/2015		91.26CR	076358	2,359.41
0039	BROOKS TRACTOR INC							
	I-D41953	BROOKS TRACTOR INC	R	10/06/2015		55.36CR	076359	55.36
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-28891	BROWN COUNTY PORT SOLID WASTE	R	10/06/2015		25,668.24CR	076360	25,668.24
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201509285151	BROWN COUNTY REGISTER OF DEEDS	R	10/06/2015		196.00CR	076361	196.00
7144	CALIPER							
	I-I1429342	CALIPER	R	10/06/2015		325.00CR	076362	325.00
0115	CARQUEST AUTO PARTS LLC							
	I-6339-212147	CARQUEST AUTO PARTS LLC	R	10/06/2015		13.20CR	076363	13.20
0536	CDW GOVERNMENT INC							
	I-XW36742	CDW GOVERNMENT INC	R	10/06/2015		49.07CR	076364	
	I-XX31144	CDW GOVERNMENT INC	R	10/06/2015		36.63CR	076364	85.70
6910	CHOICE1 HEALTH CARE SERVICES LLC							
	I-3874	CHOICE1 HEALTH CARE SERVICES L	R	10/06/2015		249.50CR	076365	249.50
2708	CLEANING SOLUTION SERVICES INC							
	I-10657	CLEANING SOLUTION SERVICES INC	R	10/06/2015		1,375.00CR	076366	
	I-10659	CLEANING SOLUTION SERVICES INC	R	10/06/2015		1,265.00CR	076366	
	I-10880	CLEANING SOLUTION SERVICES INC	R	10/06/2015		1,265.00CR	076366	3,905.00
0217	COUNTRY VISIONS COOPERATIVE							
	C-201509285156	COUNTRY VISIONS COOPERATIVE	R	10/06/2015		56.95	076367	
	I-201509285155	COUNTRY VISIONS COOPERATIVE	R	10/06/2015		56.95CR	076367	
	I-201509285157	COUNTRY VISIONS COOPERATIVE	R	10/06/2015		53.98CR	076367	53.98
5998	CROP PRODUCTION SERVICES							
	I-27955862	CROP PRODUCTION SERVICES	R	10/06/2015		180.00CR	076368	180.00

Attachment: 10-6-15 VOUCHERS (3930 : Voucher Approval.)

9/30/2015 9:23 AM

A / P CHECK REGISTER

PAGE: 4

PACKET: 04917 OCT 2015 COUNCIL - 1 10-6-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0063	DAANEN & JANSSEN INC							
	I-149496	DAANEN & JANSSEN INC	R	10/06/2015		50.31CR	076369	50.31
6946	DEAN ENTERPRISES LLC							
	I-D-28218	DEAN ENTERPRISES LLC	R	10/06/2015		60.00CR	076370	
	I-D-29749	DEAN ENTERPRISES LLC	R	10/06/2015		60.00CR	076370	120.00
0075	DIGGERS HOTLINE INC							
	I-150 8 36401	DIGGERS HOTLINE INC	R	10/06/2015		573.17CR	076371	
	I-150 8 36402	DIGGERS HOTLINE INC	R	10/06/2015		48.72CR	076371	621.89
6030	DISCOUNT SCHOOL SUPPLY							
	I-P33358290001	DISCOUNT SCHOOL SUPPLY	R	10/06/2015		86.86CR	076372	86.86
7249	DLZ							
	I-134843	DLZ	R	10/06/2015		4,465.98CR	076373	4,465.98
4274	ELITE GROUP, THE							
	I-238410	ELITE GROUP, THE	R	10/06/2015		236.10CR	076374	236.10
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1762331	EMERGENCY MEDICAL PRODUCTS INC	R	10/06/2015		90.50CR	076375	
	I-1769011	EMERGENCY MEDICAL PRODUCTS INC	R	10/06/2015		382.72CR	076375	473.22
6859	EMS MEDICAL BILLING ASSOC LLC							
	I-201509285158	EMS MEDICAL BILLING ASSOC LLC	R	10/06/2015		4,741.96CR	076376	4,741.96
0331	FERGUSON WATERWORKS #1476 INC							
	I-179137	FERGUSON WATERWORKS #1476 INC	R	10/06/2015		910.00CR	076377	910.00
2627	FESTIVAL FOODS INC							
	I-201509285159	FESTIVAL FOODS INC	R	10/06/2015		178.02CR	076378	178.02
5487	FIRE-RESCUE SUPPLY LLC							
	I-6118	FIRE-RESCUE SUPPLY LLC	R	10/06/2015		845.00CR	076379	845.00
0200	FIRST SUPPLY GREEN BAY LLC							
	I-2133459-00	FIRST SUPPLY GREEN BAY LLC	R	10/06/2015		130.95CR	076380	
	I-2582727-00	FIRST SUPPLY GREEN BAY LLC	R	10/06/2015		81.78CR	076380	
	I-2716929-00	FIRST SUPPLY GREEN BAY LLC	R	10/06/2015		13.48CR	076380	
	I-2761997-00	FIRST SUPPLY GREEN BAY LLC	R	10/06/2015		165.05CR	076380	391.26

Attachment: 10-6-15 VOUCHERS (3930 : Voucher Approval.)

9/30/2015 9:23 AM

A / P CHECK REGISTER

PAGE: 5

PACKET: 04917 OCT 2015 COUNCIL - 1 10-6-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6084	GANNETT WI MEDIA							
	I-201509285160	GANNETT WI MEDIA	R	10/06/2015		373.24CR	076381	373.24
7253	GIANT MAINTENANCE & RESTORATION INC.							
	I-3802	GIANT MAINTENANCE & RESTORATIO	R	10/06/2015		7,777.15CR	076382	
	I-3803	GIANT MAINTENANCE & RESTORATIO	R	10/06/2015		3,282.10CR	076382	11,059.25
2495	GLAXOSMITHKLINE							
	I-32698032	GLAXOSMITHKLINE	R	10/06/2015		1,376.39CR	076383	1,376.39
2544	GLOBAL RECOGNITION INC							
	I-151334	GLOBAL RECOGNITION INC	R	10/06/2015		26.45CR	076384	26.45
0116	GRAINGER INC							
	I-9835226193	GRAINGER INC	R	10/06/2015		44.41CR	076385	
	I-9835226201	GRAINGER INC	R	10/06/2015		133.23CR	076385	177.64
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-980388934	GRAYBAR ELECTRIC COMPANY INC	R	10/06/2015		44.39CR	076386	
	I-981010761	GRAYBAR ELECTRIC COMPANY INC	R	10/06/2015		105.24CR	076386	149.63
2741	GREEN BAY ANIMAL EMERGENCY CENTER							
	I-119071	GREEN BAY ANIMAL EMERGENCY CEN	R	10/06/2015		158.58CR	076387	158.58
0124	GREEN BAY CITY TREASURER							
	I-102923	GREEN BAY CITY TREASURER	R	10/06/2015		152.30CR	076388	152.30
2565	GREEN BAY PARKS REC & FORESTRY							
	I-445960	GREEN BAY PARKS REC & FORESTRY	R	10/06/2015		190.00CR	076389	190.00
7245	GREEN BAY WATER UTILITY							
	I-5567	GREEN BAY WATER UTILITY	R	10/06/2015		790.13CR	076390	790.13
4902	HALRON LUBRICANTS INC							
	I-778519-00	HALRON LUBRICANTS INC	R	10/06/2015		88.78CR	076391	88.78
0446	HAWKINS INC							
	I-3777607 RI	HAWKINS INC	R	10/06/2015		3,977.37CR	076392	3,977.37
3521	HD SUPPLY WATERWORKS LTD							
	I-E404530	HD SUPPLY WATERWORKS LTD	R	10/06/2015		55.45CR	076393	
	I-E414056	HD SUPPLY WATERWORKS LTD	R	10/06/2015		147.24CR	076393	
	I-E459957	HD SUPPLY WATERWORKS LTD	R	10/06/2015		3,196.05CR	076393	
	I-E469242	HD SUPPLY WATERWORKS LTD	R	10/06/2015		164.88CR	076393	
	I-E502713	HD SUPPLY WATERWORKS LTD	R	10/06/2015		460.00CR	076393	4,023.62

Attachment: 10-6-15 VOUCHERS (3930 : Voucher Approval.)

9/30/2015 9:23 AM

A / P CHECK REGISTER

PAGE: 6

PACKET: 04917 OCT 2015 COUNCIL - 1 10-6-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
5674	HOME TEAM SPORTS & APPAREL INC							
	I-24442	HOME TEAM SPORTS & APPAREL INC	R	10/06/2015		59.50CR	076394	
	I-24455	HOME TEAM SPORTS & APPAREL INC	R	10/06/2015		402.00CR	076394	
	I-24458	HOME TEAM SPORTS & APPAREL INC	R	10/06/2015		450.00CR	076394	
	I-24459	HOME TEAM SPORTS & APPAREL INC	R	10/06/2015		195.00CR	076394	1,106.50
5484	HYDROCORP INC							
	I-36568-IN	HYDROCORP INC	R	10/06/2015		2,876.00CR	076395	
	I-36693-IN	HYDROCORP INC	R	10/06/2015		3,325.00CR	076395	6,201.00
1399	INDOFF INC							
	I-2673697	INDOFF INC	R	10/06/2015		99.98CR	076396	
	I-2678688	INDOFF INC	R	10/06/2015		155.74CR	076396	
	I-2679951	INDOFF INC	R	10/06/2015		240.84CR	076396	
	I-2681143	INDOFF INC	R	10/06/2015		351.18CR	076396	
	I-2683107	INDOFF INC	R	10/06/2015		13.38CR	076396	
	I-2683108	INDOFF INC	R	10/06/2015		89.98CR	076396	
	I-2683592	INDOFF INC	R	10/06/2015		123.99CR	076396	
	I-2684235	INDOFF INC	R	10/06/2015		9.54CR	076396	
	I-2687054	INDOFF INC	R	10/06/2015		59.58CR	076396	
	I-2687256	INDOFF INC	R	10/06/2015		263.62CR	076396	
	I-2687773	INDOFF INC	R	10/06/2015		31.95CR	076396	
	I-2688398	INDOFF INC	R	10/06/2015		250.68CR	076396	
	I-2688418	INDOFF INC	R	10/06/2015		84.90CR	076396	
	I-2689294	INDOFF INC	R	10/06/2015		86.91CR	076396	1,862.27
VOID	VOID CHECK		V	10/06/2015			076397	**VOID**
0567	INDUSTRIAL MARKETING CORP							
	I-40326	INDUSTRIAL MARKETING CORP	R	10/06/2015		275.80CR	076398	
	I-40371	INDUSTRIAL MARKETING CORP	R	10/06/2015		40.99CR	076398	316.79
6529	JANKE GENERL CONTRACTORS INC							
	I-269	JANKE GENERL CONTRACTORS INC	R	10/06/2015		4,300.00CR	076399	4,300.00
7012	JIM'S MUSIC & TEACHING CENTER							
	I-321402	JIM'S MUSIC & TEACHING CENTER	R	10/06/2015		22.99CR	076400	22.99
2602	JOSSART BROTHERS INC							
	I-15-01 (5)	JOSSART BROTHERS INC	R	10/06/2015		409,454.75CR	076401	
	I-7-78	JOSSART BROTHERS INC	R	10/06/2015		1,079.51CR	076401	
	I-7-79	JOSSART BROTHERS INC	R	10/06/2015		1,532.13CR	076401	
	I-7-80	JOSSART BROTHERS INC	R	10/06/2015		2,636.09CR	076401	
	I-7-81	JOSSART BROTHERS INC	R	10/06/2015		2,916.69CR	076401	
	I-JB139	JOSSART BROTHERS INC	R	10/06/2015		1,225.84CR	076401	
	I-JB140	JOSSART BROTHERS INC	R	10/06/2015		1,103.08CR	076401	
	I-JB141	JOSSART BROTHERS INC	R	10/06/2015		2,226.52CR	076401	
	I-JB142	JOSSART BROTHERS INC	R	10/06/2015		2,808.59CR	076401	
	I-JB143	JOSSART BROTHERS INC	R	10/06/2015		2,514.13CR	076401	
	I-JB144	JOSSART BROTHERS INC	R	10/06/2015		3,042.21CR	076401	430,539.54

Attachment: 10-6-15 VOUCHERS (3930 : Voucher Approval.)

9/30/2015 9:23 AM

A / P CHECK REGISTER

PAGE: 7

PACKET: 04917 OCT 2015 COUNCIL - 1 10-6-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0149	KIMCO ENGRAVING INC							
	I-27535	KIMCO ENGRAVING INC	R	10/06/2015		15.00CR	076402	15.00
2904	KROPP CONCRETE PRODUCTS							
	I-23401	KROPP CONCRETE PRODUCTS	R	10/06/2015		525.00CR	076403	525.00
0153	LAFORCE INC							
	I-889048 RI	LAFORCE INC	R	10/06/2015		20.00CR	076404	
	I-894980 RI	LAFORCE INC	R	10/06/2015		75.12CR	076404	95.12
6577	LAKELAND LAWN CARE							
	I-57509	LAKELAND LAWN CARE	R	10/06/2015		1,200.00CR	076405	
	I-57532	LAKELAND LAWN CARE	R	10/06/2015		120.00CR	076405	
	I-57533	LAKELAND LAWN CARE	R	10/06/2015		30.00CR	076405	1,350.00
6249	LANAIR PRODUCTS LLC							
	I-346559-IN	LANAIR PRODUCTS LLC	R	10/06/2015		1,238.32CR	076406	1,238.32
0156	LAWSON PRODUCTS INC							
	I-9303544545	LAWSON PRODUCTS INC	R	10/06/2015		272.13CR	076407	272.13
7082	LEE RECREATION LLC							
	I-10285-15	LEE RECREATION LLC	R	10/06/2015		41,518.00CR	076408	41,518.00
0159	LEXIS NEXIS INC							
	I-1508251823	LEXIS NEXIS INC	R	10/06/2015		214.00CR	076409	214.00
0160	LIZER OF WI INC							
	I-57262AD	LIZER OF WI INC	R	10/06/2015		165.00CR	076410	
	I-57263AD	LIZER OF WI INC	R	10/06/2015		165.00CR	076410	
	I-57264AD	LIZER OF WI INC	R	10/06/2015		165.00CR	076410	
	I-57265AD	LIZER OF WI INC	R	10/06/2015		137.50CR	076410	632.50
7185	M3 INSURANCE SOLUTIONS, INC.							
	I-10942	M3 INSURANCE SOLUTIONS, INC.	R	10/06/2015		34,000.00CR	076411	34,000.00
0165	MARTELL CONSTRUCTION INC							
	I-15-05 (3)	MARTELL CONSTRUCTION INC	R	10/06/2015		59,278.99CR	076412	59,278.99
1443	MARTIN SYSTEMS INC							
	I-123133	MARTIN SYSTEMS INC	R	10/06/2015		389.00CR	076413	389.00

Attachment: 10-6-15 VOUCHERS (3930 : Voucher Approval.)

9/30/2015 9:23 AM

A / P CHECK REGISTER

PAGE: 8

PACKET: 04917 OCT 2015 COUNCIL - 1 10-6-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
2713	MAU & ASSOCIATES							
	I-22989	MAU & ASSOCIATES	R	10/06/2015		1,940.00CR	076414	
	I-23000	MAU & ASSOCIATES	R	10/06/2015		1,045.00CR	076414	2,985.00
7254	MC KESSON MEDICAL SURGICAL							
	I-63087680	MC KESSON MEDICAL SURGICAL	R	10/06/2015		171.44CR	076415	171.44
0163	MCC INC							
	I-15-07 (2)	MCC INC	R	10/06/2015		304,260.09CR	076416	
	I-67364	MCC INC	R	10/06/2015		900.00CR	076416	
	I-67920	MCC INC	R	10/06/2015		275.00CR	076416	305,435.09
0173	MENARDS INC							
	I-68355	MENARDS INC	R	10/06/2015		338.40CR	076417	
	I-68651	MENARDS INC	R	10/06/2015		112.80CR	076417	
	I-68709	MENARDS INC	R	10/06/2015		16.92CR	076417	
	I-68778	MENARDS INC	R	10/06/2015		71.45CR	076417	
	I-69232	MENARDS INC	R	10/06/2015		35.87CR	076417	
	I-69528	MENARDS INC	R	10/06/2015		48.95CR	076417	
	I-69722	MENARDS INC	R	10/06/2015		129.86CR	076417	
	I-69791	MENARDS INC	R	10/06/2015		33.97CR	076417	
	I-70202	MENARDS INC	R	10/06/2015		18.96CR	076417	
	I-70420	MENARDS INC	R	10/06/2015		41.86CR	076417	
	I-70527	MENARDS INC	R	10/06/2015		18.94CR	076417	
	I-70764	MENARDS INC	R	10/06/2015		127.99CR	076417	
	I-70821	MENARDS INC	R	10/06/2015		11.28CR	076417	1,007.25
1630	BRIAN MITCHELL							
	I-946	BRIAN MITCHELL	R	10/06/2015		37.00CR	076418	37.00
1125	MOODY'S INVESTORS SERVICE							
	I-P0176451	MOODY'S INVESTORS SERVICE	R	10/06/2015		13,000.00CR	076419	13,000.00
0776	MOTOROLA							
	I-13077712	MOTOROLA	R	10/06/2015		5,646.00CR	076420	5,646.00
6560	MUELLER ELECTRIC							
	I-1483	MUELLER ELECTRIC	R	10/06/2015		4,325.00CR	076421	4,325.00
5552	NFPA							
	I-84361	NFPA	R	10/06/2015		84.15CR	076422	84.15

Attachment: 10-6-15 VOUCHERS (3930 : Voucher Approval.)

9/30/2015 9:23 AM

A / P CHECK REGISTER

PAGE: 9

PACKET: 04917 OCT 2015 COUNCIL - 1 10-6-15

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK	CHECK				CHECK	CHECK
VENDOR	NAME / I.D.	DESC	TYPE	DATE	DISCOUNT	AMOUNT	NO#	AMOUNT	
0531	NORTHEAST AUTO PARTS INC								
	I-304501	NORTHEAST AUTO PARTS INC	R	10/06/2015		47.34CR	076423		
	I-304633	NORTHEAST AUTO PARTS INC	R	10/06/2015		50.90CR	076423		
	I-304664	NORTHEAST AUTO PARTS INC	R	10/06/2015		19.20CR	076423		
	I-304719	NORTHEAST AUTO PARTS INC	R	10/06/2015		2.00CR	076423		
	I-304817	NORTHEAST AUTO PARTS INC	R	10/06/2015		15.49CR	076423		
	I-304825	NORTHEAST AUTO PARTS INC	R	10/06/2015		184.00CR	076423		
	I-304845	NORTHEAST AUTO PARTS INC	R	10/06/2015		18.15CR	076423		
	I-305011	NORTHEAST AUTO PARTS INC	R	10/06/2015		33.99CR	076423	371.07	
1331	PACKER FASTENER & SUPPLY INC								
	I-255824	PACKER FASTENER & SUPPLY INC	R	10/06/2015		60.00CR	076424	60.00	
0199	PARKER COATINGS INC								
	I-273317	PARKER COATINGS INC	R	10/06/2015		53.71CR	076425	53.71	
4476	PAUL CONWAY SHIELDS CORP								
	I-370644-IN	PAUL CONWAY SHIELDS CORP	R	10/06/2015		519.09CR	076426	519.09	
0525	PETROLEUM EQUIP SERVICE OF WI INC								
	I-120842	PETROLEUM EQUIP SERVICE OF WI	R	10/06/2015		2,975.00CR	076427	2,975.00	
6126	PM SUPPLY - WRIGHT INDUSTRIAL								
	I-59378	PM SUPPLY - WRIGHT INDUSTRIAL	R	10/06/2015		424.17CR	076428		
	I-59444	PM SUPPLY - WRIGHT INDUSTRIAL	R	10/06/2015		30.29CR	076428	454.46	
0208	POMP'S TIRE SERVICE INC								
	C-90026187	POMP'S TIRE SERVICE INC	R	10/06/2015		30.00	076429		
	I-1030020358	POMP'S TIRE SERVICE INC	R	10/06/2015		537.08CR	076429		
	I-90026065	POMP'S TIRE SERVICE INC	R	10/06/2015		400.39CR	076429	907.47	
0211	POSITIVE PROMOTIONS								
	I-5322024	POSITIVE PROMOTIONS	R	10/06/2015		527.25CR	076430	527.25	
0395	PRO ONE JANITORIAL INC								
	I-105263	PRO ONE JANITORIAL INC	R	10/06/2015		979.00CR	076431	979.00	
6991	PROFESSIONAL SERVICE INDUSTRIES, INC.								
	I-386941	PROFESSIONAL SERVICE INDUSTRIE	R	10/06/2015		9,623.70CR	076432	9,623.70	
0220	QUILL CORP								
	I-7356264	QUILL CORP	R	10/06/2015		25.98CR	076433	25.98	

Attachment: 10-6-15 VOUCHERS (3930 : Voucher Approval.)

9/30/2015 9:23 AM

A / P CHECK REGISTER

PAGE: 10

PACKET: 04917 OCT 2015 COUNCIL - 1 10-6-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6335	R A SMITH NATIONAL							
	I-120402	R A SMITH NATIONAL	R	10/06/2015		3,884.05CR	076434	3,884.05
3854	R J MARX, INC							
	I-15-11091	R J MARX, INC	R	10/06/2015		251.90CR	076435	251.90
5973	RAE-COR DISTRIBUTING INC							
	I-61211	RAE-COR DISTRIBUTING INC	R	10/06/2015		292.60CR	076436	292.60
6948	RAY'S TIRE							
	I-3-33366	RAY'S TIRE	R	10/06/2015		188.37CR	076437	
	I-3-33854	RAY'S TIRE	R	10/06/2015		1,710.59CR	076437	
	I-3-33979	RAY'S TIRE	R	10/06/2015		188.37CR	076437	2,087.33
0227	REINDERS INC							
	I-1591873-00	REINDERS INC	R	10/06/2015		179.02CR	076438	
	I-1600856-00	REINDERS INC	R	10/06/2015		35.40CR	076438	
	I-1602671-00	REINDERS INC	R	10/06/2015		582.80CR	076438	
	I-1602747-00	REINDERS INC	R	10/06/2015		218.81CR	076438	
	I-1602767-00	REINDERS INC	R	10/06/2015		62.60CR	076438	
	I-1603667-00	REINDERS INC	R	10/06/2015		203.72CR	076438	
	I-1604819-00	REINDERS INC	R	10/06/2015		519.60CR	076438	1,801.95
0228	RENT A FLASH OF WISCONSIN INC							
	I-49195	RENT A FLASH OF WISCONSIN INC	R	10/06/2015		145.00CR	076439	145.00
5393	RICOH USA INC.							
	I-9013421382	RICOH USA INC.	R	10/06/2015		1,230.74CR	076440	1,230.74
0158	ROBERT E LEE & ASSOCIATES INC							
	I-69523	ROBERT E LEE & ASSOCIATES INC	R	10/06/2015		3,313.17CR	076441	
	I-69524	ROBERT E LEE & ASSOCIATES INC	R	10/06/2015		1,720.70CR	076441	
	I-69525	ROBERT E LEE & ASSOCIATES INC	R	10/06/2015		5,155.00CR	076441	
	I-69526	ROBERT E LEE & ASSOCIATES INC	R	10/06/2015		2,720.23CR	076441	12,909.10
6380	ROCK OIL REFINING INC							
	I-246488	ROCK OIL REFINING INC	R	10/06/2015		103.33CR	076442	103.33
1023	S & S WORLDWIDE							
	I-8755115	S & S WORLDWIDE	R	10/06/2015		31.09CR	076443	
	I-8756027	S & S WORLDWIDE	R	10/06/2015		18.72CR	076443	49.81

Attachment: 10-6-15 VOUCHERS (3930 : Voucher Approval.)

9/30/2015 9:23 AM

A / P CHECK REGISTER

PAGE: 11

PACKET: 04917 OCT 2015 COUNCIL - 1 10-6-15

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
0235	SAINT VINCENT HOSPITAL							
	I-41714	SAINT VINCENT HOSPITAL	R	10/06/2015		135.60CR	076444	135.60
4875	SANOFI PASTEUR							
	I-905074260	SANOFI PASTEUR	R	10/06/2015		476.43CR	076445	476.43
0242	SCOTT CONSTRUCTION INC							
	I-11526MB	SCOTT CONSTRUCTION INC	R	10/06/2015		1,320.68CR	076446	1,320.68
3234	SHERWIN WILLIAMS							
	I-5059-2	SHERWIN WILLIAMS	R	10/06/2015		18.99CR	076447	18.99
2683	SOMMERS CONSTRUCTION CO INC							
	I-15-06 (1)	SOMMERS CONSTRUCTION CO INC	R	10/06/2015		12,961.86CR	076448	12,961.86
4094	STATE BAR OF WISCONSIN							
	I-1003182	STATE BAR OF WISCONSIN	R	10/06/2015		68.15CR	076449	68.15
0255	STELLPFLUG LAW SC							
	I-406-01M (236)	STELLPFLUG LAW SC	R	10/06/2015		731.50CR	076450	731.50
1528	TEAM APPAREL & SPECIALTIES INC							
	I-84460	TEAM APPAREL & SPECIALTIES INC	R	10/06/2015		451.00CR	076451	451.00
4842	THOMSON REUTERS							
	I-832558406	THOMSON REUTERS	R	10/06/2015		398.66CR	076452	398.66
1301	TRACE ANALYTICS INC							
	I-15-12286	TRACE ANALYTICS INC	R	10/06/2015		330.00CR	076453	330.00
0267	TRAFFIC & PARKING CONTROL INC							
	I-I503131	TRAFFIC & PARKING CONTROL INC	R	10/06/2015		418.95CR	076454	
	I-I503499	TRAFFIC & PARKING CONTROL INC	R	10/06/2015		3,734.00CR	076454	4,152.95
6162	TRUGREEN							
	I-38843243	TRUGREEN	R	10/06/2015		45.00CR	076455	
	I-39139724	TRUGREEN	R	10/06/2015		111.00CR	076455	
	I-39148716	TRUGREEN	R	10/06/2015		111.00CR	076455	267.00
0417	TWEET GAROT MECHANICAL INC							
	I-23846	TWEET GAROT MECHANICAL INC	R	10/06/2015		379.50CR	076456	379.50

Attachment: 10-6-15 VOUCHERS (3930 : Voucher Approval.)

9/30/2015 9:23 AM

A / P CHECK REGISTER

PAGE: 12

PACKET: 04917 OCT 2015 COUNCIL - 1 10-6-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0272	UNIFORM SHOPPE INC							
	I-246363	UNIFORM SHOPPE INC	R	10/06/2015		170.85CR	076457	
	I-246481	UNIFORM SHOPPE INC	R	10/06/2015		144.75CR	076457	
	I-246710	UNIFORM SHOPPE INC	R	10/06/2015		53.95CR	076457	
	I-246776	UNIFORM SHOPPE INC	R	10/06/2015		67.90CR	076457	
	I-247079	UNIFORM SHOPPE INC	R	10/06/2015		6.95CR	076457	
	I-247089	UNIFORM SHOPPE INC	R	10/06/2015		231.95CR	076457	
	I-247096	UNIFORM SHOPPE INC	R	10/06/2015		64.90CR	076457	
	I-247130	UNIFORM SHOPPE INC	R	10/06/2015		50.00CR	076457	791.25
7071	USIC LOCATING SERVICES LLC							
	I-140774	USIC LOCATING SERVICES LLC	R	10/06/2015		412.00CR	076458	412.00
3707	VIKING ELECTRIC SUPPLY							
	I-9618002	VIKING ELECTRIC SUPPLY	R	10/06/2015		504.68CR	076459	
	I-9619560	VIKING ELECTRIC SUPPLY	R	10/06/2015		103.32CR	076459	
	I-9697469	VIKING ELECTRIC SUPPLY	R	10/06/2015		99.29CR	076459	
	I-9699024	VIKING ELECTRIC SUPPLY	R	10/06/2015		79.14CR	076459	786.43
4619	WATER TOWER CLEAN & COAT INC							
	I-WT77792	WATER TOWER CLEAN & COAT INC	R	10/06/2015		4,200.00CR	076460	4,200.00
0282	WESCO DISTRIBUTION INC							
	I-249398	WESCO DISTRIBUTION INC	R	10/06/2015		218.00CR	076461	218.00
2645	WI DEPT OF JUSTICE							
	I-201509295161	WI DEPT OF JUSTICE	R	10/06/2015		42.00CR	076462	42.00
6825	WI DEPT OF TRANSPORTATION							
	I-2015-219775	WI DEPT OF TRANSPORTATION	R	10/06/2015		35.00CR	076463	35.00
6469	WI DOCUMENT IMAGING							
	I-61876	WI DOCUMENT IMAGING	R	10/06/2015		26.15CR	076464	
	I-62258	WI DOCUMENT IMAGING	R	10/06/2015		176.89CR	076464	203.04
1210	WIL KIL PEST CONTROL							
	I-2758802	WIL KIL PEST CONTROL	R	10/06/2015		104.00CR	076465	104.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	130	0.00	1,074,196.08	1,074,196.08
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	131	0.00	1,074,196.08	1,074,196.08

Attachment: 10-6-15 VOUCHERS (3930 : Voucher Approval.)

9/30/2015 9:23 AM

A / P CHECK REGISTER

PAGE: 13

PACKET: 04917 OCT 2015 COUNCIL - 1 10-6-15

VENDOR SET: 01

BANK : AP ASSOCIATED

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	10/2015	136,321.77CR
201	10/2015	4,251.64CR
207	10/2015	26.45CR
208	10/2015	539.81CR
260	10/2015	3,112.51CR
285	10/2015	1,421.34CR
291	10/2015	1,788.33CR
292	10/2015	1,945.33CR
301	10/2015	5,023.80CR
405	10/2015	807,690.59CR
415	10/2015	41,986.12CR
460	10/2015	5,941.21CR
601	10/2015	57,109.34CR
650	10/2015	7,037.84CR
=====		
ALL		1,074,196.08CR

Attachment: 10-6-15 VOUCHERS (3930 : Voucher Approval.)

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

MEETING DATE: October 6, 2015
DEPARTMENT: City Clerk-Treasurer
FROM: Vicki Scray
SUBJECT: Operator License Applications.

ATTACHMENTS:

- OPERATOR LICENSE LIST FOR 10-06-15.PDF (PDF)

CITY OF DE PERE - OCTOBER 6, 2015

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	SCHNESE, RYAN S.	2744 VAN BEEK RD.	GREEN BAY	WI	54311
New Operator License Applications for the 2014-2016 Licensing Period					
1	CARPENTER, DANIEL J.	1180 TRAILWOOD DR.	DE PERE	WI	54115
2	HUDSON, DAVID J.	819 S. ROOSEVELT ST.	GREEN BAY	WI	54301
3	KNECHT, MAGGIE G.	100 GRANT ST., SUITE 1111	DE PERE	WI	54115
4	MAUS, LAURA A.	432 LANDE ST.	DE PERE	WI	54115
5	OSWALD, STEVEN J.	E2542 SANDY BAY RD.	KEWAUNEE	WI	54216
7	SILHA, JAMES M.	1615 QUINETTE LN.	DE PERE	WI	54115
8	STURM, JASON F.	301 MATHER ST.	GREEN BAY	WI	54303
9	THOMAS, JARED M.	1435 PILGRIM ST.	GREEN BAY	WI	54303
10	WHITE, JENNA L.	993 PENNINGS	DE PERE	WI	54115
11	WILHITE, ERIC R.	126 ACREVIEW DR.	DE PERE	WI	54115