

COMMON COUNCIL MEETING NOTICE

Pursuant to Wisconsin Statutes §19.84, notice is hereby given to the public and news media that a regular meeting of the Common Council of the City of De Pere will be held on October 2, 2012 at 7:30 p.m. in the City Hall Council Chambers, Second Floor of De Pere City Hall, 335 South Broadway, De Pere, WI 54115.

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

AGENDA FOR SAID MEETING:

1. Roll call.
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the September 18, 2012 regular meeting of the Common Council.
4. Public comment upon matters not on agenda or other announcements.
5. Recommendation from the Plan Commission to:
 - A. Approve CSM for single lot by 500 Main Avenue.
6. Resolution #12-114, Authorizing Agreement Regarding The Sale/Purchase And Option To Purchase Certain Property Between The City Of De Pere And Washworld Of De Pere, LLC.
7. Resolution #12-115, Authorizing Agreement Regarding The Sale And Purchase Of Property Between The Redevelopment Authority Of The City Of De Pere, The City Of De Pere And Joliet Square, LLC.
8. Resolution #12-116, Accepting Utility Easement From JBS Partnership, LLC (Parcel WD-1136).
9. Resolution #12-117, Authorizing The Development Agreement Between Gerald G. Van Dyn Hoven, Dutch Boyz Development, LLC, The Redevelopment Authority Of De Pere And The City Of De Pere.
10. Consider awarding bid for poured in place surfacing at Legion Park to Bluemel's Maintenance Services in the amount of \$47,386.50 and an additional \$4,158 from the Capital Projects Fund.
11. Update on Riverwalk project.
12. City Sustainability Team report on activities.
13. Voucher approval.

14. Applications for Operator's Licenses.
15. Future agenda items.
16. 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, October 1, 2012, so that arrangements can be made.

AGENDA SENT TO:

Mayor

Alderspersons

Department Heads

TV, Newspapers, & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Washworld of De Pere, LLC

Tracy Ondik

Jerry Van Dyn Hoven

Joe Goldberger

Bluemel's Maintenance Services, Inc.

JBS Partnership, LLC

Gerald Van Dyn Hoven

Soletski Surveying

North Shore Legal

Scott Anthony Stone

Dutch Boyz Development, LLC

1755 East Matthew Drive

3225 Finger Road

100 Wolf River Drive

jagoldberger@nslaw.com

4930 W. Loomis Rd

3263 Chardonnay Court

100 Wolf River Drive, P.O. Box 526

De Pere, WI 54115

Green Bay, WI 54311

Fremont, WI 54940

Greenfield, WI 53220

Green Bay, WI 54301

Fremont, WI 54940

**COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – SEPTEMBER 18, 2012**

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Tuesday, September 18, 2012.

Mayor Walsh called the meeting to order at 7:37 p.m. Roll call was taken and the following members were present: Alderpersons Kevin Bauer, James Boyd, Scott Crevier, Michael Donovan, Jim Kneiszel, Larry Lueck, Dan Robinson & Kathy Van Vonderen. The Council said the Pledge of Allegiance to the Flag.

Aldersperson Donovan moved, seconded by Aldersperson Boyd, to approve the minutes of the September 4, 2012 meeting. Upon vote, the minutes were approved unanimously.

4. Public Comment or other Announcements. Aldersperson Robinson invited the community to attend SNC Day at St. Norbert College on Saturday, September 22. SNC Day is an open house for the community, alumni, students and their families. Aldersperson Crevier mentioned that the St. Norbert Football team is playing Carroll College this weekend with no admission charge.

RECOMMENDATION FROM THE FINANCE/PERSONNEL COMMITTEE

5. Aldersperson Robinson moved, seconded by Aldersperson Crevier, to approve a Computer Donation from Wal-Mart to the Police Department for investigations and/or use at crime scenes. Upon vote, motion carried unanimously.

6. Ordinance 12-24, Amending §1-11 De Pere Municipal Code Regarding Maximum Forfeitures was presented. Aldersperson Donovan moved, seconded by Aldersperson Van Vonderen to approve the ordinance. Upon vote, motion carried unanimously.

7. Ordinance 12-25, Amending Ordinance Annexing Territory To The City Of De Pere, Wisconsin (Dorn) was presented. Aldersperson Robinson moved, seconded by Aldersperson Boyd to approve the ordinance. Upon vote, motion carried unanimously.

8. Ordinance 12-26, Creating Section 110-8 De Pere Municipal Code Regarding Pawnbrokers, Secondhand Article Dealers And Secondhand Jewelry Dealers was presented. Aldersperson Van Vonderen moved, seconded by Aldersperson Donovan to approve the ordinance. Upon vote, motion carried unanimously.

9. Resolution 12-104, Amending Municipal Court Bond Schedule was presented. Aldersperson Boyd moved, seconded by Aldersperson Robinson to approve the resolution. Upon vote, motion carried unanimously.

10. Resolution 12-105, City of De Pere, Wisconsin Initial Resolution Regarding Industrial Development Revenue Bonds was presented. Aldersperson Boyd moved, seconded by Aldersperson Robinson to approve the resolution. Upon roll call vote, motion carried unanimously.

11. Resolution 12-106, City Of De Pere, Wisconsin Resolution Regarding Public Bidding And Non-Discrimination In Connection With Industrial Development Revenue Bond Financing was presented. Aldersperson Donovan moved, seconded by Aldersperson Kneiszel to approve the resolution. Upon vote, motion carried unanimously.

12. Resolution 12-107, Authorizing Façade Improvement Grant To PHE WI, LLC (301 Main Avenue) was presented. Alderperson Van Vonderen moved, seconded by Alderperson Crevier to approve the resolution. Upon roll call vote, motion carried unanimously.

13. Resolution 12-108, Authorizing Renewals Of Agreement With U.S. Cellular was presented. Alderperson Donovan moved, seconded by Alderperson Van Vonderen to approve the resolution. Upon roll call vote, motion carried 7-0 with Alderperson Lueck abstaining.

14. Resolution 12-109, Authorizing Extensions Of Cost Share Agreements For Police School Liaison Program With The Unified School District Of De Pere And The West De Pere School District was presented. Alderperson Van Vonderen moved, seconded by Alderperson Boyd to approve the resolution. Discussion followed. Upon roll call vote, motion carried unanimously.

15. Resolution 12-110, Authorizing Impound Agreement Between The City Of De Pere And The Bay Area Humane Society 2013-2015 was presented. Alderperson Van Vonderen moved, seconded by Alderperson Crevier to approve the resolution. Upon roll call vote, motion carried unanimously.

16. Resolution 12-111, Approving Agreement For Consulting Services Between The City Of De Pere And McMahon Associates, Inc. (WDNR Field Screening Services) was presented. Alderperson Kneiszel moved, seconded by Alderperson Bauer to approve the resolution. Upon roll call vote, motion carried unanimously.

17. Resolution 12-112, Authorizing Amendments To Brown County Municipal Recycling Agreement was presented. Alderperson Bauer moved, seconded by Alderperson Crevier to approve the resolution. Upon roll call vote, motion carried unanimously.

18. Resolution 12-113, Authorizing Negotiation of an Economic Development Loan with Thomas M. Nick and John R. Nick, d/b/a Nick Brothers Partnership, to Refinance Current Economic Development Loan was presented. Alderperson Boyd moved, seconded by Alderperson Bauer to approve the resolution. Discussion followed. Upon roll call vote, motion carried unanimously.

18. Review of original Operator License Application for Danny J. Brayton was presented. No action was taken on this item.

19. Consideration of appointing Public Health Nurse Sonja Jensen to the interim position of City Health Officer/Director was presented. Alderperson Donovan moved, seconded by Alderperson Bauer to approve the appointment. Mayor Walsh wished Mary Dorn the best of luck in her new position and thanked her for her 7 years of dedication to the De Pere community. He also thanked Sonja Jensen and stated that the department will be in capable hands. Upon vote, motion carried unanimously.

20. Re-appointment of Redevelopment Authority committee member Joe Van Deurzen by Mayor Walsh was presented. Alderperson Robinson moved, seconded by Alderperson Boyd to approve the re-appointment. Upon vote, motion carried unanimously.

21. De Pere Riverwalk status update was presented by Marty Kosobucki and Project Manager Mike Lefebvre of Graef. The project is one week behind schedule due to the need to re-apply for a permit instead of only amending the existing permit, as directed by the WDNR earlier in the project. There is a possibility that the project will not be completed by the end of the year. Marty Kosobucki also announced that he is working with the WDNR on possibly receiving additional funding from grants.

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

23. Applications for Operator's Licenses were presented.

CITY OF DE PERE - SEPTEMBER 18, 2012					
ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License for the 2010-2012 Licensing Period					
1	BRUNETTE, STEPHANIE J.	1258 CORNFLOWER CT.	DE PERE	WI	54115
2	FUTCH, MONICA L.	1674 SHAWANO AVE.	GREEN BAY	WI	54303
3	HOCKERS, DALE E.	1410 FT. HOWARD AVE.	DE PERE	WI	54115
4	STASZAK, LISA M.	1250 1/2 DOTY ST.	GREEN BAY	WI	54301
5	TAYLOR, THERESA N.	815 PORLIER ST.	GREEN BAY	WI	54301
6	WEBSTER, SUSAN A.	710 W. ADAM DR.	DE PERE	WI	54115
Operator Licenses for the 2012-2014 Licensing Period					
1	COMPTON, MELISSA M.	2229 FOX HEIGHTS LANE, APT 20	GREEN BAY	WI	54304
2	FISHER, DANIEL T.	1823 ARGONNE DRIVE	GREEN BAY	WI	54304
3	GULSETH, SHANE D.	702 WESTWIND COURT	DE PERE	WI	54115
4	LYNCH, JENNA M.	214 BERGER STREET, APT 4	GREEN BAY	WI	54302
5	JOHNSON, MICHAEL J.	1479 EMILIE	GREEN BAY	WI	54301
6	NAZE, MELISSA J.	1581 MORROW STREET	GREEN BAY	WI	54302
7	REINHARD, AARON R.	1040 S. SEVENTH STREET	DE PERE	WI	54115
8	SMITH, HOLLY M.	1249 CRESTWOOD DRIVE	GREEN BAY	WI	54313
9	STENCIL, BARBARA A.	810 LIBAL STREET, #27	DE PERE	WI	54115
10	TREPANIER, APRIL L.	1296 CROWN COURT, APT 1	DE PERE	WI	54115
11	ZIEBARTH, JACOB J.	842 JORDAN ROAD	DE PERE	WI	54115

Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve previously tabled applications #2, 3, & 6 and to table previously tabled applications #1, 4, & 5. Upon vote, motion carried unanimously.

Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve operator licenses #1, 3, 4, & 7-11 and to table operator licenses #2, 5, & 6. Upon vote, motion carried unanimously.

24. Future Agenda Items. Alderperson Van Vonderen reiterated that she had requested updates on Riverwalk donations as well as updates on Riverwalk progress at each meeting throughout the completion of the project. At this time a handout was provided to council members by Marty Kosobucki outlining funding for the project. Alderperson Crevier stated that the council would like to receive updates on construction projects in the community; Scott Thoresen stated that they will be mailed/emailed the same notifications that the community will be receiving.

Upon motion by Alderperson Van Vonderen, seconded by Alderperson Bauer, the Common Council adjourned at 8:45 p.m.

Respectfully submitted,

Shana Defnet
Clerk-Treasurer

* This item was approved at the 9/24/12
Plan Commission Meeting
and is being recommended for approval.

*City of De Pere
Staff Comments*

*Plan Commission
September 24, 2012*

Review the CSM request for single lot by 500 Main Avenue. Surveyor: Mike Soleski.*

Mike Soleski has submitted a one (1) lot CSM request. The single lot is .5 acres (21,898 square feet). The CSM combines parcels WD-389-2-1, WD-389-2 plus the area that was vacated by the City on 5th Street.

Recommendation:

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



CITY OF DE PERE

APPLICATION FOR
CSM REVIEW

Fee: \$ 300.00

Receipt #: _____

Date: 9-24-2012

Please print or type using black ink for duplicating purposes.

A. Property Owner: Name: Jerry Van Dyn Hoven

Mailing Address: PO BOX 526 Fremont, WI 54940

Phone: _____ Fax #: _____

Email: _____

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

Agent:

Name: na

Mailing Address: _____

Phone: _____ Fax #: _____

Email: _____

B. Property Information

Address/Location of Property: 500 Main Ave

Parcel #: WD-389-2-1

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

A CSM Review is requested as authorized by the De Pere Municipal Code, Chapter 46.

Jerry Van Dyn Hoven

Owner Signature

9-24-2012

Date

Agent Signature

Date

CERTIFIED SURVEY MAP

PART OF LOTS 2-10 OF BLOCK 8, PART OF LOTS 1-3 OF BLOCK 10, AND PART OF THE VACATED WESTERLY RIGHT OF WAY OF FIFTH AVENUE DOCUMENT 2585146, ALL ACCORDING TO THE RECORDED PLAT OF ADDITIONS TO THE VILLAGE OF WEST DE PERE BY THE DE PERE AND NEW YORK IRON COMPANY, LOCATED IN THE CITY OF DE PERE, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED ON SHEET TWO.



PLAT OF ADDITIONS
TO THE VILLAGE OF
WEST DE PERE BY
THE DE PERE AND
NEW YORK IRON
COMPANY

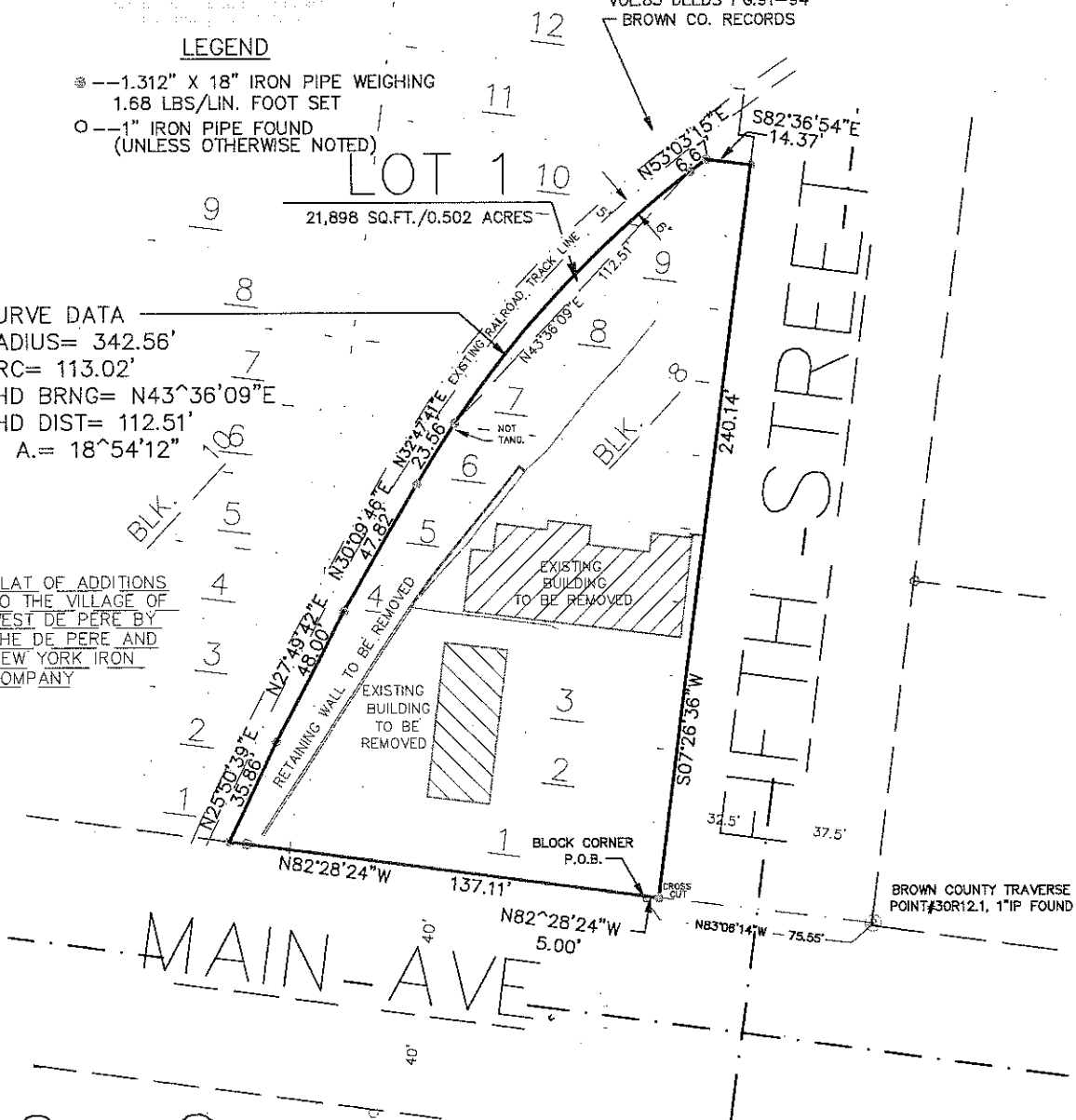
RAILROAD EASEMENT
VOL. 85 DEEDS PG. 91-94
BROWN CO. RECORDS

LEGEND

- ⊗ -- 1.312" X 18" IRON PIPE WEIGHING
1.68 LBS/LIN. FOOT SET
- -- 1" IRON PIPE FOUND
(UNLESS OTHERWISE NOTED)

CURVE DATA
RADIUS= 342.56'
ARC= 113.02'
CHD BRNG= N43°36'09"E
CHD DIST= 112.51'
C. A.= 18°54'12"

PLAT OF ADDITIONS
TO THE VILLAGE OF
WEST DE PERE BY
THE DE PERE AND
NEW YORK IRON
COMPANY



CERTIFIED SURVEY MAP

SURVEYOR'S CERTIFICATE:

I, MICHAEL M. SOLETSKI, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED PART OF LOTS 2-10 OF BLOCK 8, PART OF LOTS 1-3 OF BLOCK 10, AND PART OF THE VACATED WESTERLY RIGHT OF WAY OF FIFTH AVENUE DOCUMENT 2585146, ALL ACCORDING TO THE RECORDED PLAT OF ADDITIONS TO THE VILLAGE OF WEST DE PERE BY THE DE PERE AND NEW YORK IRON COMPANY, LOCATED IN THE CITY OF DE PERE, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED BELOW. THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF. THAT I HAVE MADE SUCH A SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNER LISTED HEREON. THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236, SECTION 236.34 OF THE WISCONSIN STATUTES, THE CITY OF DE PERE IN SURVEYING AND MAPPING THE SAME.

DESCRIPTION: PART OF LOTS 2-10 OF BLOCK 8, PART OF LOTS 1-3 OF BLOCK 10, AND PART OF THE VACATED WESTERLY RIGHT OF WAY OF FIFTH AVENUE DOCUMENT 2585146, ALL ACCORDING TO THE RECORDED PLAT OF ADDITIONS TO THE VILLAGE OF WEST DE PERE BY THE DE PERE AND NEW YORK IRON COMPANY, LOCATED IN THE CITY OF DE PERE, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS.

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 8 OF THE RECORDED PLAT OF ADDITIONS TO THE VILLAGE OF WEST DE PERE BY THE DE PERE AND NEW YORK IRON COMPANY; THENCE N82°28'24"W, 137.11 FEET ALONG THE NORTHERLY RIGHT OF WAY OF MAIN AVENUE; THENCE THENCE N25°50'39"E, 35.86 FEET; THENCE N27°49'42"E, 48.00 FEET; THENCE N30°09'46"E, 47.82 FEET; THENCE N32°47'41"E, 23.56 FEET; THENCE 113.02 FEET ALONG THE ARC OF 342.56 FOOT RADIUS CURVE TO THE RIGHT, WHOSE LONG CHORD BEARS N43°36'09"E, 112.51 FEET; THENCE N53°03'15"E, 6.67 FEET; THENCE S82°36'54"E, 14.37 FEET ALONG THE NORTH LINE OF LOT 10, SAID BLOCK 8 TO THE WESTERLY RIGHT OF WAY OF FIFTH STREET; THENCE S07°26'36"W, 240.14 FEET ALONG THE WESTERLY RIGHT OF WAY OF FIFTH STREET TO THE NORTHERLY RIGHT OF WAY LINE OF MAIN AVENUE; THENCE N82°28'24"W, 5.00 FEET ALONG THE NORTHERLY RIGHT OF WAY TO THE POINT OF BEGINNING.

SAID LOT-1 CONTAINS 21,898 SQ.FT./0.502 ACRES MORE OR LESS.

MICHAEL M. SOLETSKI S-1774
DATE: _____

OWNER'S CERTIFICATE

AS OWNER, GERALD G. VAN DYN HOVEN, HEREBY CERTIFIES THAT HE HAS CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED AND MAPPED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP. HE ALSO CERTIFIES THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S 236.10 OR S 236.12 TO BE SUBMITTED TO THE CITY OF DE PERE FOR APPROVAL OR OBJECTION.

GERALD G. VAN DYN HOVEN
OWNER

STATE OF WISCONSIN }
COUNTY OF _____ } SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2012, THE ABOVE NAMED MEMBERS, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC
BROWN COUNTY, WISCONSIN

MY COMMISSION EXPIRES _____

CERTIFIED SURVEY MAP

CONSENT OF CORPORATE MORTGAGEE

A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING, AND DEDICATION OF THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF GERALD G. VAN DYN HOVEN, OWNER. IN WITNESS WHEREOF, THE SAID _____ HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____

_____, IT'S _____ AND BY _____, IT'S _____, AT _____, WISCONSIN, AND IT'S CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS _____ DAY _____, 20____.

STATE OF WISCONSIN }
COUNTY OF _____ } SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____, THE ABOVE NAMED OWNER, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME

_____, MY COMMISSION EXPIRES _____
NOTARY PUBLIC, _____ COUNTY, WISCONSIN

CERTIFICATE OF THE CITY OF DE PERE

APPROVED FOR THE CITY OF DE PERE THIS _____ DAY OF _____, 2012

KEN PABICH
DIRECTOR OF PLANNING

TREASURER'S CERTIFICATE

WE, DAVID G. MINTEN AND KERRY M. BLANEY, BEING DULY ELECTED AND ACTING TREASURERS OF THE CITY OF DE PERE AND BROWN COUNTY, WISCONSIN, RESPECTIVELY, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS IN OUR OFFICES, THERE ARE NO UNPAID TAXES, NO UNREDEEMED TAX SALES AND NO UNPAID SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN "ATRIUM ESTATES," AS OF THE DATES BELOW.

DAVID G. MINTEN,
CITY OF DE PERE - TREASURER

DATED THIS _____ DAY OF _____, 20____

KERRY M. BLANEY,
BROWN COUNTY - TREASURER

DATED THIS _____ DAY OF _____, 20____

RESTRICTIVE COVENANTS

1. THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.
2. EACH LOT OWNER SHALL GRADE THE PROPERTY ABUTTING A STREET TO CONFORM TO THE ADOPTED SIDEWALK GRADE ELEVATION AND MAINTAIN SAID ELEVATION FOR FUTURE SIDEWALKS.
3. NO POLES, PEDESTALS OR BURIED CABLE ARE TO BE PLACED AS TO DISTURB ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT LINE. A DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF THE WISCONSIN STATUTES.

RESOLUTION #12-114

AUTHORIZING AGREEMENT REGARDING THE SALE/PURCHASE
AND OPTION TO PURCHASE CERTAIN PROPERTY BETWEEN
THE CITY OF DE PERE AND WASHWORLD OF DE PERE, LLC

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

WHEREAS, Washworld of De Pere, LLC desires to enter into an agreement to purchase an approximate 4.0+/- acre parcel for the purpose of constructing their corporate headquarters and manufacturing building and for an option to purchase an additional 4.0+/- acre parcel adjacent thereto for future expansion; 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 the Sale/Purchase and Option to Purchase Certain Property as is attached as Exhibit 1.

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 2nd day of October, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT REGARDING THE SALE/PURCHASE AND
OPTION TO PURCHASE CERTAIN PROPERTY BETWEEN THE
CITY OF DE PERE AND WASHWORLD OF DE PERE LLC**

THIS AGREEMENT, made and entered into this ____ day of _____, 2012, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Washworld of De Pere LLC, a Wisconsin limited liability company ("Developer").

RECITATIONS

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

WHEREAS, Developer desires to enter into an agreement to purchase Parcels WD-1136-1 and WD-1136-2, totaling approximately 3.40 acres for the purpose of constructing their corporate headquarters (hereinafter "Building Development") and for an option to purchase an additional 1.85 acre parcel (WD-1136-3) adjacent thereto for future expansion; and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Incremental Financing District No. 6 in 1998 (the "District") and adopted a Project Plan (the "Project Plan") for the District authorizing the expenditure of funds within the District; and

WHEREAS, the District shall statutorily terminate on December 31, 2020; and

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

WHEREAS, Developer's ability to develop the corporate office headquarters complex is contingent upon the City's providing financial and other assistance to Developer on the terms set forth in this Agreement; and

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

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is acknowledged, the undersigned hereby agree as follows:

I. PURCHASE OF REAL ESTATE. Developer agrees to purchase, and City agrees to sell the following described property (hereinafter referred to as the Fee Parcel):

Lot 2, Volume 52, Certified Survey Map page 3, Brown County Map No. 7561 (Parcel WD-1136-1) and Lot 3, Volume 52, Certified Survey Map page 3, Brown County Map No. 7561 (Parcel WD-1136-2) being part of Lot 2, plat of Southbridge Business Park being part of Lots 109 and 110, Williams Grant Subdivision, Sec 6, T22N, R20E, in the City of De Pere, West side of Fox River, Brown County, Wisconsin.

subject to the City retaining a 15 foot utility easement along the northwesterly lot line of Parcel WD-1136-1, all as depicted on the aerial photograph map attached and incorporated as Exhibit

A. The legal description of the utility easement is attached and incorporated as Exhibit B.

A. Purchase Price. The purchase price for the Fee Parcel shall be Forty Thousand Dollars per acre multiplied by 3.40 acres for a total purchase price of One Hundred Thirty-Six Thousand Dollars (\$136,000).

B. Municipal Improvements and Utilities. The purchase price for the Fee Parcel covers and includes the following municipal improvements: concrete street, curb, gutter, storm sewer, sanitary sewer, municipal water, and by the following private utility improvements: electric service, natural gas and telecommunication services. With the exception of municipal water service, which has already been extended onto the Fee Parcel, all other such improvements and utilities shall be available from and located in and along the entire length of the City right-of-way and applicable utilities easements along American Boulevard. The purchase price however is not intended to and does not

cover extension of those other municipal improvements from their location in City right-of-way onto the Fee Parcel.

C. **Earnest Money.** City acknowledges the receipt of earnest money from Developer in the amount of \$300. Such earnest money shall be credited against the purchase price upon closing on the property. Should the property sale fail to close for reasons not attributable to the City, the earnest money shall be forfeited to City.

II. **CLOSING PROCEDURE.** The following shall constitute contingencies and conditions precedent to Developer's obligation to close on its purchase of the Fee Parcel, each of which must be satisfied or waived in writing by Developer prior to closing:

A. **Abandonment and Relocation of Existing Municipal Water Line.**

1. City shall at its own cost and expense, release its watermain easement located between Parcels WD-1136-1 and WD-1136-2 and abandon as described herein and relocate the municipal water line currently located therein to the northwesterly lot line of Parcel WD-1136-1. City shall cap the existing water line at a point designated by Developer, so that the existing water line is able to be used to service the Building Development. The portion of existing water line to the west of the cap shall be filled with sand slurry and abandoned. City shall notify Developer in writing when such water line has been abandoned and relocated and provide Developer with a recorded Release of Easement for the existing water line.

2. City shall also obtain a utility easement from the owner of Parcel WD-1136 for relocation of such water service line.

B. Evidence of Title/Title Defects. The 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 five (5) 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 insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be marketable. City shall cause, at its cost and expense, satisfy all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. 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.

C. Closing Costs. City shall pay all closing costs usually and customarily paid by sellers of property in the State of Wisconsin, including the cost of the title insurance as provided herein.

D. Conveyance of Title. City shall convey good 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. Obligations contained in this Agreement.

E. Access Prior to Closing. City shall permit Developer access to the Fee 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's agents, employees or third parties, or any properties or interest of any of the above referenced persons occasioned as a result of Developer's site examination and testing activities as contemplated by this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including reasonable attorney fees.

F. Closing Date. Closing shall take place on or before October 31, 2012, at De Pere City Hall unless the parties agree otherwise in writing.

III. OPTION TO PURCHASE

A. In consideration of, and contingent upon, the annual payment of \$925 (\$500/acre x 1.85/acres) commencing the date of this Agreement and 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 1.85 acre parcel identified as Parcel WD-1136-3 and described in Exhibit A as "Option Parcel".

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. Upon service of written notice to City, the parties shall set a mutually agreeable date for closing not more than sixty (60) days from the date of receipt of such notice. The purchase price for the Option Parcel shall be forty thousand dollars (\$40,000) per acre multiplied by 1.85 acres (\$74,000) less all option fees paid as of the date of closing. Said purchase price shall cover all municipal improvements currently located adjacent to the site, including concrete paving, curb and gutter, lighting, natural gas, storm sewer, sanitary sewer, municipal water and private utility improvements of electric, natural gas and telecommunication services. 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. All option fees paid by Developer will be credited to the purchase price at closing.

E. Warranties. The warranties and representations made by City covering Utilities (I.B), Evidence of Title (II.B), Closing Costs (II.C), Conveyance of Title (II.D), Access Prior to Closing (II.E), and Environmental Warranties and Indemnities (IV.), regarding the Fee Parcel are likewise made with respect to the Option Parcel.

IV. ENVIRONMENTAL WARRANTIES AND INDEMNITIES.

A. Environmental Condition of Property. City has forwarded to Developer a Phase I Environmental Audit of the Fee Parcel. At the time of purchase of the property, the City made reasonable inquiries into the use of the property and was informed that during the time of the party's prior ownership, the Fee 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 Fee Parcel has ever been used:

- (a) In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of the United States pursuant to Wisconsin Statutes, or 33 U.S.C. 1241, et seq.
- (b) For treatment, collection, storage, or disposal of any refuse, objectionable waste, or material in a manner inconsistent with regulations issued by the Wisconsin Department of Natural Resources pursuant to Wisconsin Statutes, or requiring a permit thereunder.
- (c) For the generation, transport, treatment, storage, or disposal of any hazardous waste subject to regulation under Wisconsin Statutes, or 42 U.S.C. 6901, et seq.
- (d) For the manufacture, processing, distribution in commerce, use, or disposal of any toxic substance, including, particularly, PCB's and asbestos, subject to regulations under 15 U.S.C. 2601, et seq.
- (e) For any underground storage tanks subject to regulation under Wis. Admin. Code Chapter ILHR 10.
- (f) For any injection well, dry well, or similar facility subject to regulation pursuant to Wisconsin Statutes, or 42 U.S.C. 300H, et seq.

2. **Release of Hazardous Substances.** To the best of its knowledge, the City is of the belief that there is no current, nor has there been any past release or substantial threat of release of a hazardous substance, pollutant, or contaminant from or onto the property 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. This representation is made subject to further inquiry referenced as a Phase I Environmental Study, above.

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

4. **Compliance with federal, state, or local environmental laws.** The current use of the Fee Parcel is fully in compliance with all federal, state, county, and municipal laws and regulations.

5. **Flood plain or wetlands.** Fee Parcel is located in an area not currently identified as flood plain or shoreland-wetlands under Chapter 15 De Pere Municipal Code.

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

V. CITY OBLIGATIONS

A. Project Grants.

1. The City agrees to make two grants (collectively, the "Project Grants," and individually, a "Project Grant") to defray the costs of the Building Development. The aggregate amount of the Project Grants shall be \$490,000, on the following schedule:

- (a) The first Project Grant in the amount of \$245,000 shall be payable not more than fifteen (15) days after approval of the completed footings and foundation by the Building Inspection Department.
- (b) The second Project Grant in the amount of \$245,000 shall be payable not more than fifteen (15) days after the issuance of the certificate of occupancy for the Building.

2. The aggregate amount of the Project Grants is premised upon the completed Building Development having an Assessed Value equal to the Guaranteed Value or real property tax purposes of not less than \$2.6 million as of January 1, 2014. If the Assessed Value of the Building Development as of such date is less than the Guaranteed Value, Developer and its successors and assigns, agrees to make payment to City in lieu of taxes as provided in Section VI.B. below.

B. Street Median Removal. City shall, at its own cost and expense, remove or have removed the existing concrete median on American Boulevard in front of Parcel WD-1136-1 and replace the same with a raised crossing median strip. Such work will be completed by June 1, 2013.

VI. DEVELOPER OBLIGATIONS

A. Construction

1. **Site Plan.** Developer has submitted a site plan for the Building Development which received approval of the City Plan Commission on September 24, 2012, subject to the conditions identified in the September 25, 2012 letter from De Pere Director of Planning and Economic Development, Ken Pabich, to Developer, attached and incorporated as Exhibit C.

2. **Developer to Substantially Improve.** Developer shall substantially develop the building and improvements on the property in accordance with the plan submitted to the City so that the Building Development is substantially complete on or before January 1, 2014. 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 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 reasonable discretion of City.

3. **Failure to Submit Site Plan or Substantially Develop.** If, in the reasonable discretion of City, Developer has not complied with the

provisions of paragraph 2, 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 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 Fee 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.

4. **Repurchase Closing.** Closing for repurchase as contemplated in Section VI.A., paragraph 3, above, shall occur not less than sixty (60) days from the date of termination of the notice referred to therein, unless another time is specifically agreed upon by the parties. At such closing, Developer shall, at its own expense, extend the title insurance previously supplied by the City, naming the City as owner and shall remove any and

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

5. **Return of Project Grants.** Developer agrees to and obligates itself and its successors and assigns to repay all Project Grants received from City should it fail to complete construction of the Building Development in accordance with the Plan Commission approved site plan on or before January 1, 2014, unless otherwise agreed by the parties in writing. Upon repayment in full of the Project Grant, plus interest at the statutory rate from the date the Project Grant was made to the date repaid, the obligations found in paragraphs B., C. and D. below, shall become null and void.

B. Guarantee of Value. Developer warrants that as of January 1, 2014, and for the life of the District, the value of the Building Development shall not be less than \$2.6 million. Developer, for itself, its successors and assigns, agrees that should the Assessed Value in 2014 be less than the Guaranteed Value, it will make a payment in lieu of tax to City (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the Guaranteed Value. Such Deficit Payment shall be determined as follows:

- (1) The amount of the Deficit Payment shall be determined by subtracting the Assessed Value from the Guaranteed Value. That number shall be multiplied by the mil-rate for all taxing jurisdictions established for that tax year for the west side of De

Pere, with the product being due and payable by Developer to the City on or before October 15 of the year in which it was due.

- (2) If not paid in full by October 15 of the year in which it was due, the amount determined under the process identified above shall become a lien on the property as a special charge under Wis. Stats. §66.0627.
- (3) Developers obligations to make the Deficit Payment shall cease upon the termination of the District.

C. Developer, for itself, its successors and assigns, hereby waives all rights during the life of the District to appeal the Assessed Value of the Building Development below the value at which the Building Development is assessed as of January 1, 2014.

D. For the duration of the life of the District, Developer hereby agrees, for itself, its successors and assigns, that it shall not, without the prior written consent of the City, sell or lease any portion of the Fee Property to an entity whereby such sale or lease would cause such portion of the Fee Parcel to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developer's successors and assigns. Developer further agrees it will place a restriction in any deed conveying the Fee Parcel during the duration of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Fee Parcel or any portion thereof to become tax exempt. Should the Building Development nevertheless become tax exempt, Developer, for itself, its successors and assigns, hereby agrees that payment in lieu of tax shall then be made by the owner of the Fee Parcel in accordance with the process set out above.

VII. DEFAULT PROVISIONS.

A. Breach and Cure. Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. If either party believes that such provision has been breached, it shall supply the other party with written notice, informing the other party that it has 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.

VIII. MISCELLANEOUS.

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

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

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 affect or be used in the construction of any terms of the provisions of this Agreement.

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

1. If to Developer: Washworld of De Pere LLC
1755 E. Matthew Drive
De Pere, WI 54115

2. If to City: City of De Pere
City Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

With a copy to: City of De Pere
City Administrator
335 South Broadway Street
De Pere, WI 54115

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

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

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

WASHWORLD OF DE PERE LLC
By:

CITY OF DE PERE

Print Name:
Title:

Michael J. Walsh, Mayor

Print Name:
Title:

Shana L. Defnet, Clerk-Treasurer

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____
day of _____, 2012, the above
named _____ and
_____,
known as the person(s) who executed the
foregoing instrument and acknowledge
the same.

Personally came before me this _____
day of _____, 2012, the above
named Michael J. Walsh, Mayor and
Shana L. Defnet, Clerk-Treasurer.
known as the persons who executed
the foregoing instrument and
acknowledge the same.

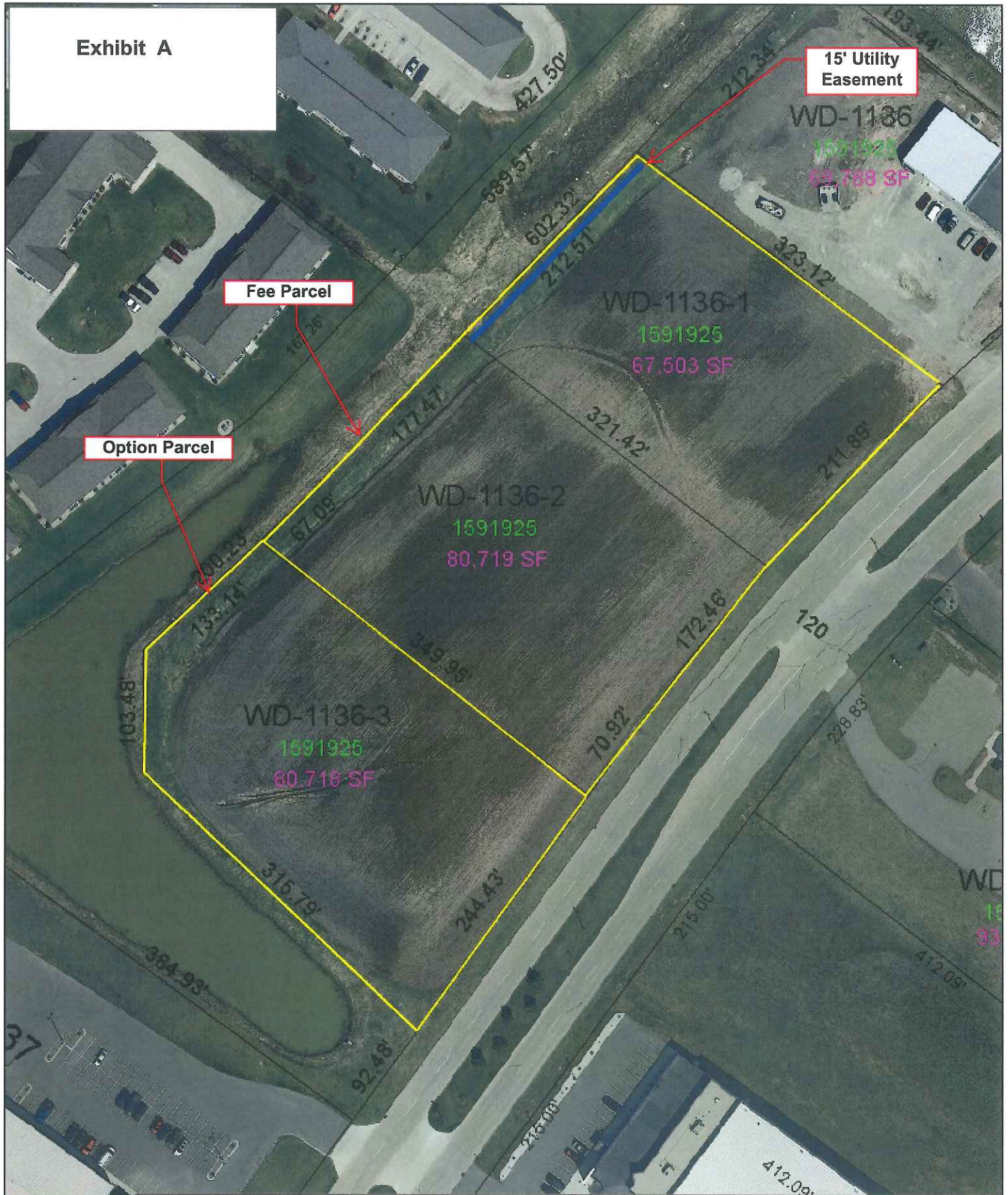
Notary Public:
My Commission expires: _____

Notary Public:
My Commission expires: _____

Drafted by: Judith Schmidt-Lehman

H:\dupont\Agreements\2012\Sale & Purchase Agreement (Washworld) final-138-003-12.docx

Exhibit A



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

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



Scale 1:1200

EXHIBIT B

CITY OF DE PERE EASEMENT

Part of Lot 2, Volume 52 of Certified Survey Maps, Page 3, Map Number 7561, City of De Pere, Brown County, Wisconsin more fully described as follows:

BEGINNING at the westerly corner of said Lot 2;

thence N43°48'05"E, 212.51 feet on the northwesterly line of said Lot 2 to the northwesterly corner thereof;

thence S52°40'00"E, 15.10 feet on the northeasterly line of said Lot 2;

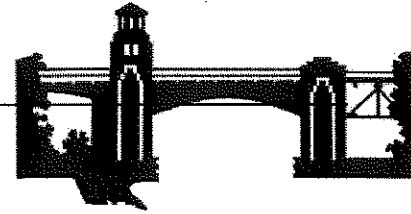
thence S43°48'05"W, 212.47 feet to the southwesterly line of said Lot 2;

thence N52°48'50"W, 15.10 feet on said southwesterly line to the Point of Beginning.

Said parcel contains 3,187 Square Feet (0.073 Acres) of land more or less.

CITY OF DE PERE

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



September 25, 2012

Mr. David Stock
Washworld of De Pere LLC
1755 Matthew Drive
De Pere, WI 54115

RE: Site Plan Review for Washworld

Dear Mr. Stock,

The City of De Pere Plan Commission reviewed the **Site Plan Review** request. The Plan Commission **approved** the request with the following conditions:

Public Works

1. Provide a concrete end wall on the storm sewer discharges to the City pond.
2. Provide riprap with geotextile fabric at the outfalls to the City pond.
3. The storm sewer outfall should be at least 8 feet south of the water main that is to remain active.
4. Provide a concrete drive apron in the right-of-way.

Fire

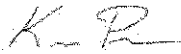
1. Provide complete detailed plans for construction review; provide details of use for all areas of structure.
2. Separation of hazards/use may be required. Provide floor arrangement for inside structure. Detail any hazardous substances (and quantities expected)/or operations anticipated within the structure.
3. Provide details for the means of egress throughout the structure. Provide exit/emergency lighting throughout the means of egress. Adequacy subject to field inspection.
4. No smoking and floor loading signage may be required.
5. Provide fire extinguishers at maximum 75' travel distances, locate extinguishers towards the exits.
6. Provide fire sprinkler system drawings for approval prior to installation of the system. Include hydraulic calculations and cut sheets for any newer equipment.
7. Provide fire alarm system drawings for approval prior to installation of any system. Include battery sprinkler and cut sheets for any newer equipment.
8. Install key box for fire department access.

Building

1. The refuse shall be enclosed with a matching brick material or cedar fencing and nonmetal gates.
2. Lighting on the back of the building shall be shielded to block light from the residential area to the west.
3. Plans for the monument sign shall be submitted to the City for approval.

The request **will not require** approval by the City Council. The project can proceed when the conditions outlined above are completed. Should you have any questions regarding the Plan Commission's actions or require further information, please feel free to contact me at 339-4043.

Sincerely,

A handwritten signature in dark ink, appearing to read "K. Pabich", with a stylized flourish at the end.

Ken Pabich
Director of Planning and Economic Development

cc: David Hongisto, Building Inspector
David O'Brien, Bayland Buildings, P.O. Box 13571, Green Bay WI 54307

RESOLUTION #12-115

AUTHORIZING AGREEMENT REGARDING THE SALE AND PURCHASE OF
PROPERTY BETWEEN THE REDEVELOPMENT AUTHORITY OF THE CITY OF
DE PERE, THE CITY OF DE PERE AND JOLIET SQUARE, LLC

WHEREAS, the Redevelopment Authority of the City of De Pere (RDA) owns certain property within its corporate limits, identified as tax parcel WD-657-1, which is adjacent to Parcel WD-657, owned by Joliet Square, LLC; and

WHEREAS, Joliet Square, LLC is interested in acquiring approximately 2,526 square feet (.058 acres +/-) of land from RDA and attaching the same to Parcel WD-657 for vehicle parking and refuse storage; and

WHEREAS, RDA has reviewed such request and, finding the same not detrimental to the continued marketability of the remainder of the RDA property (WD-657-1), approves of such sale to Joliet Square, LLC upon the terms and conditions of the Agreement attached and incorporated as Exhibit 1; and

WHEREAS, the City is interested in such transaction in that the parcel is located in Tax Incremental Financing District #5 and acquired by the RDA through redevelopment efforts of the City and RDA; and

WHEREAS, this matter has been reviewed by the Redevelopment Authority of the City of De Pere 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 the Sale and Purchase of Property between the Redevelopment Authority of the City of De Pere, the City of De Pere and Joliet Square, LLC (Exhibit 1).

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 2nd day of October, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT REGARDING THE SALE AND PURCHASE OF PROPERTY
BETWEEN THE REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE,
THE CITY OF DE PERE AND DE PERE JOLIET SQUARE LLC**

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, by and between the Redevelopment Authority of the City of De Pere, a Wisconsin Municipal Corporation (“RDA”), the City of De Pere, a Wisconsin Municipal Corporation (“City”) and De Pere Joliet Square LLC, a Wisconsin Limited Liability Company (“Purchaser”).

RECITATIONS

WHEREAS, RDA owns certain property within its corporate limits, identified as tax parcel WD-657-1, which is adjacent to Parcel WD-657, owned by Purchaser; and

WHEREAS, Purchaser is interested in acquiring approximately 2,526 square feet (.058 acres +/-) of land from RDA and attaching the same to Parcel WD-657 for vehicle parking and refuse storage which is shown and identified as “the Property” on the drawing attached and incorporated as Exhibit A; and

WHEREAS, RDA has reviewed such request and, finding the same not detrimental to the continued marketability of the remainder of the RDA property (WD-657-1), approves of such sale to Purchaser upon the terms and conditions of this Agreement; and

WHEREAS, the City is interested in such transaction in that the Property is located in Tax Incremental Financing District #5 and acquired by the RDA through redevelopment efforts of the City and RDA.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and promises contained herein, together with such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees as follows:

I. PURCHASE OF SURPLUS PROPERTY

A. Parcel. Purchaser agrees to purchase, and RDA agrees to sell to Purchaser the approximate .058 acre parcel legally described as:

Part of Lot One (1), Volume 50, Certified Survey Maps, Page 106, Map No. 7353, in the City of De Pere, West side of the Fox River, Brown County, Wisconsin, and being more fully described as follows:

Beginning at the Northeast corner of said Lot One (1); thence S07°37'02"W, along the Easterly line of said Lot One (1), 95.51 feet to the Southeast corner of said Lot One (1); thence N82°22'58"W, along the Southerly line of said Lot One (1), 48.00 feet; thence N07°37'02"E, 22.00 feet; thence S82°22'58"E, 28.00 feet; thence N07°37'02"E, 73.51 feet to the Northerly line of said Lot One (1); thence S82°23'28"E, along said Northerly line, 20.00 feet to the point of beginning; containing 2,526 square feet of land.

as illustrated and identified on Exhibit A (the "Property").

B. Purchase Price. The purchase price (the "Purchase Price") for the Property is \$1.50/square foot x 2,526 square feet for a total of Three Thousand Seven Hundred Eighty-Nine Dollars (\$3,789.00).

II. CLOSING PROCEDURE

A. Conveyance of Title. The Property is subject to all easements and restrictions of record. RDA shall convey title to Purchaser by quit claim deed; said deed to also combine the Property with Parcel WD-657 upon transfer. Purchaser shall secure title insurance from Dominion Title & Exchange Services (the "Title Company") at its own cost for the Property. Purchaser shall be responsible for all costs associated with recording. This transfer is not subject to transfer fee under Wis. Stats. §77.25 or transfer return under Wis. Stats. §77.255.

B. Closing. The Closing shall occur at the offices of the Title Company on the Closing Date. The Closing may be effected by mail, overnight courier or other means or methods. Seller shall execute and deliver into escrow with the Title Company at or prior to

Closing: (i) a Quit Claim deed for the Property; (ii) an "Owner's Affidavit" in the form prescribed by the Title Company so as to allow the issuance of a GAP endorsement, said endorsement to be issued at Buyer's expense; (iii) such other affidavits in customary form reasonably acceptable to Title Company; (iv) a Wisconsin Electronic Real Estate Transfer Return, unless this transaction is exempt from such requirement; and (v) a closing statement. Buyer will deliver to the title company (i) the Purchase Price, (ii) the Closing Statement. The Title Company shall, upon the approval of Purchaser and Seller, record the Quit Claim Deed and disburse the Purchase Price to the Seller. The Buyer shall, at Buyer's sole cost and expense and, as a condition of closing, require the Title Company to provide a title mark-up and an insured closing. Closing shall take place on or before October 10, 2012.

III. PURCHASER OBLIGATIONS

A. Providing that Closing has occurred on or before October 10, 2012, Purchaser shall, on or before November 1, 2012, cause an asphalt surface, together with adequate drainage thereof, to be constructed upon the Property (the "Improvements"). If closing is delayed and does not occur until after October 10, 2012, Buyer shall use its best efforts to complete the Improvements on or before November 1, 2012, however, if Buyer is unable to complete the Improvements by November 1, 2012 due to weather or other conditions not reasonably within the control of Buyer, Buyer shall promptly and within 30 days of the re-opening of the asphalt plant services the area in which the Property is located, complete the Improvements. Thereafter, Purchaser shall maintain such area in a manner similar to the remainder of its off-street parking requirements in accordance with City codes and regulations.

B. Should Purchaser fail to cause construction of the asphalt surface upon the Property on or before November 1, 2012 (except where such performance is delayed as set forth

in Section III (A) above), Purchaser acknowledges that it shall be subject to the issuance of a municipal citation for violation of the off-street parking surfacing requirements of §14-558(7)(c) De Pere Municipal Code.

IV. DEFAULT PROVISIONS

A. Breach and Cure. Any provisions of this Agreement that does not contain a specific remedy shall be resolved as provided hereunder. If either party believes that such provision has been breached, it shall supply the other party with written notice, informing the other party that it has thirty (30) days to cure such breach. If there is no cure of that breach, the party may bring any action available for any remedy 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 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 provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

V. MISCELLANEOUS

A. Contractual Interpretation. The paragraphs headed by Roman numerals in this Agreement are to be 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 thereunder as subparagraphs. The Section, paragraph,

and subparagraph headings of this Agreement are for the convenience of reference only and shall not limit or otherwise affect the construction of any terms or provisions of this Agreement.

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

If to Purchaser: De Pere Joliet Square LLC
Mark A. Paige
c/o Premier Real Estate Management
19105 W. Capitol Drive, Ste 200
Brookfield, WI 54305

With a copy to: Joe A. Goldberger
North Shore Legal
11501 N. Port Washington Road
Mequon, WI 53092

If to RDA: Director of Planning & Economic Development
City of De Pere
335 South Broadway Street
De Pere, WI 54115

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

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

D. Assignment. The Agreement is not assignable.

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

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

[Signatures on following page]

DE PERE JOLIET SQUARE LLC

By:

Name:

Title:

STATE OF WISCONSIN)

)SS.

COUNTY)

Personally came before me this ____
day of _____, 2012, the above
named _____
known as the person who executed
the foregoing instrument and acknowledge
the same.

Notary Public

My Commission Expires: _____

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 _____, 2012, the above
named Michael J. Walsh, Mayor and
Shana L. Defnet, Clerk-Treasurer
known as the persons who executed
the foregoing instrument and acknowledge
the same.

Notary Public

My Commission Expires: _____

Drafted by: Judith Schmidt-Lehman

H:\dupont\Agreements\2012\Sale & Purchase Agreement (Joliet Square) final 9-20-12-175-001-12.docx

**REDEVELOPMENT AUTHORITY OF
THE CITY OF DE PERE**

By:

Theodore J. Penn, Chair

STATE OF WISCONSIN)

)SS.

BROWN COUNTY)

Personally came before me this ____
day of _____, 2012, the above
named Theodore J. Penn, Chair
known as the person who executed the
foregoing instrument and acknowledge
the same.

Notary Public

My Commission Expires: _____

2,526 SQ.FT.

6' UTILITY EASEMENT (PER CSM NO. 7353)

INGRESS/EGRESS & PARKING
EASEMENT (PER CSM NO. 7353)

20' SANITARY SEWER EASEMENT (PER CSM NO. 7353)

DUMPSTER

THE PROPERTY

N07°37'02"E 95.51'

INGRESS/EGRESS & PARKING
EASEMENT (PER CSM NO. 7353)

S82°23'28"E
50.42'

S06°51'09"W 147.99'

LC

RESOLUTION #12-116

ACCEPTING UTILITY EASEMENT FROM JBS PARTNERSHIP LLC
(Parcel WD-1136)

WHEREAS, the City has requested that JBS Partnership LLC convey a utility easement to the City for purposes of relocating the municipal water line that is currently located between Parcels WD-1136-1 and WD-1136-2; and

WHEREAS, the Utility Easement to the City attached and incorporated as Exhibit 1 accomplishes such easement conveyance; and

WHEREAS, this matter has been reviewed by the Board of Public Works which recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City of De Pere gratefully accepts the Utility Easement from JBS Partnership LLC (attached as Exhibit 1) and thanks them for their support of city water main management activities.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of October, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Document Number
GRANT OF UTILITY EASEMENT

JBS Partnership LLC, a Wisconsin limited liability corporation, Grantor, hereby grants and conveys to the **City of De Pere**, a Wisconsin municipal corporation, and its successors and assigns, Grantee, a utility easement over, under, across and through in all lands described below as a right-of-way easement for purposes of construction, installation and maintenance of water and related utility facilities. No other structures or accessory buildings shall be constructed within or upon said easements.

Legal Description

Part of Lot 1, Volume 52 of Certified Survey Maps, Page 3, Map Number 7561, City of De Pere, Brown County, Wisconsin more fully described as follows:

BEGINNING at the westerly corner of said Lot 1; thence N43°48'05"E, 212.34 feet on the northwesterly line of said Lot 1; thence S51°56'37"E, 193.44 feet on the northeasterly line of said Lot 1; thence S52°31'15"E, 154.37 feet on said northeasterly line to the northwesterly right of way of American Boulevard; thence 15.60 feet on the arc of a 1970.00 foot radius curve to the left, having a long chord which bears S53°21'31"W, 15.60 feet on said northwesterly right of way; thence N52°31'15"W, 150.18 feet; thence N51°56'37"W, 179.95 feet; thence S43°48'05"W, 197.07 feet to the southwesterly line of said Lot 1; thence N52°40'00"W, 15.10 feet on said southwesterly line to the Point of Beginning.

Said parcel contains 8,155 Square Feet (0.187 Acres) of land more or less.

Such easement area is shown on the attached "Exhibit A".

Grantee hereby agrees to restore all property disturbed by its activities in us of the easement to the condition existing prior to the disturbance.

This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

Signed this _____ day of _____, 2012.

JBS PARTNERSHIP LLC
By:

Name:
Title:

Name:
Title:

State of Wisconsin)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(SEAL)

This space is reserved for recording data

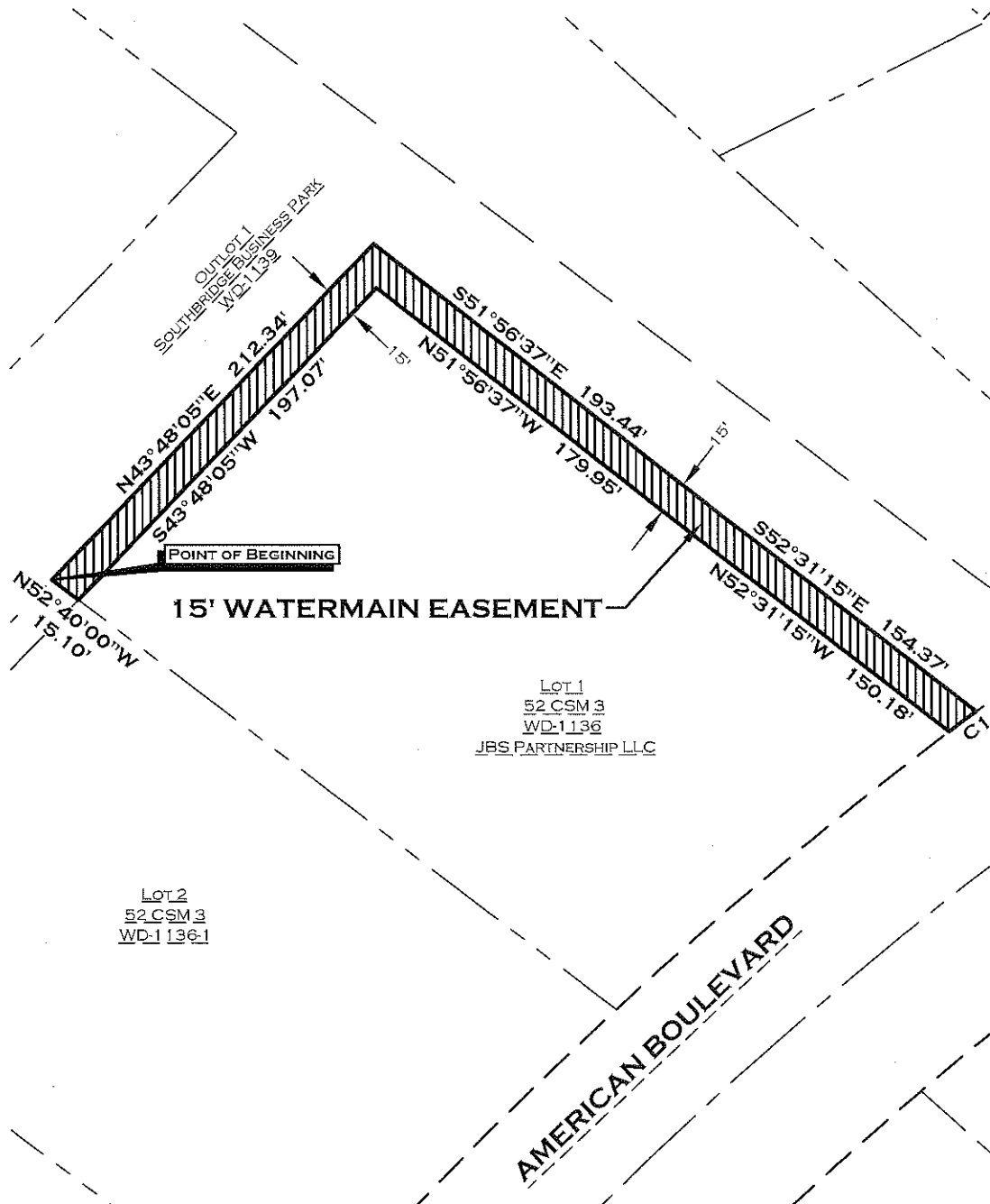
Return to

Judith Schmidt-Lehman
City of De Pere
335 S. Broadway
De Pere, WI 54115

Parcel Identification Number/Tax Key Number

WD-1136

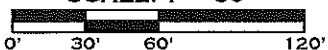
EXHIBIT A



CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH	TANGENT BEARING	SECOND TANGENT BEARING
C1	0°27'13"	1970.00'	15.60'	S53°21'31"W	15.60'	S53°07'55"W	S53°16'59"W

SCALE: 1" = 60'



BEARINGS ARE REFERENCED TO THE
NORTHWESTERLY LINE OF LOT 2, VOLUME 52 OF
CERTIFIED SURVEY MAPS, PAGE 3, RECORDED TO
BEAR N43°48'05"E.

FILE: R:\0400\0404\0404382\DWG\0404382EASEMENT.DWG



ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
4664 GOLDEN POND PARK COURT
HOBART, WI 54155
INTERNET: WWW.RELEEINC.COM

PHONE: (920) 662-9641
FAX: (920) 662-9141

RESOLUTION #12-117

AUTHORIZING THE REDEVELOPMENT AGREEMENT BETWEEN GERALD G. VAN
DYN HOVEN, DUTCH BOYZ DEVELOPMENT, LLC, THE REDEVELOPMENT
AUTHORITY OF THE CITY OF DE PERE AND THE CITY OF DE PERE

WHEREAS, Gerald G. Van Dyn Hoven is the owner of certain property (Parcels WD-389-2 and WD-389-2-1) located within the Rehabilitation District approved by the Redevelopment Authority (RDA) on July 23, 2012, at 500 Main Avenue (the Property); and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Incremental Financing District No. 9 (TID #9) on August 13, and adopted a Project Plan for the district authorizing the expenditure of funds within the district; and

WHEREAS, Gerald G. Van Dyn Hoven and Dutch Boyz Development, LLC intend to redevelop the Property by demolition of the existing structure and construction of a three-story 30,666 square foot mixed use (retail/residential) building and parking facilities (the Development); and

WHEREAS, the RDA has reviewed the Redevelopment Agreement between Gerald G. Van Dyn Hoven, Dutch Boyz Development, LLC, the Redevelopment Authority for the City of De Pere and the City of De Pere, attached hereto and incorporated as Exhibit 1, and believes it to be in the interests of the RDA and City to enter into such Agreement; and

WHEREAS, the redevelopment of the site and construction of the Development are consistent with both the TID #9 Project Plan and the 2010 Downtown Master Plan and will be beneficial to the City.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of October, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

REDEVELOPMENT AGREEMENT BETWEEN GERALD G. VAN DYN HOVEN,
DUTCH BOYZ DEVELOPMENT, LLC, THE REDEVELOPMENT AUTHORITY OF
THE CITY OF DE PERE AND THE CITY OF DE PERE
(500 Main Avenue)

THIS REDEVELOPMENT AGREEMENT is entered into as of this ____ day of _____, 2012 by and between Gerald G. Van Dyn Hoven, an individual, Dutch Boyz Development, LLC, a Wisconsin limited liability company (individual and collectively referred to as Developer), the Redevelopment Authority of the City of De Pere (Authority) and the City of De Pere, a Wisconsin municipal corporation (City).

RECITALS

A. Developer is the owner of Parcels WD-389-2 and WD-389-2-1, comprising approximately .343 acres of land located within the Rehabilitation District approved by the Authority on July 23, 2012, at 500 Main Avenue (the Property). A certified survey map showing the Property is attached as Exhibit A.

B. Pursuant to Wis. Stats. §66.1105, the City created Tax Incremental Financing District No. 9 (TID #9) on August 13, 2012 (the District) and adopted a Project Plan for the District authorizing the expenditure of funds within the District (the Project Plan).

C. Developer intends to redevelop the Property by building a three-story 30,666 square foot mixed use (retail/residential) building and parking facilities (the Development) as shown on the site plan approved by the City Plan Commission on July 23, 2012, attached as Exhibit B.

D. The redevelopment of the site and construction of the Development are consistent with both the TID #9 Project Plan and the 2010 Downtown Master Plan and will be beneficial to the City.

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

AGREEMENTS

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

ARTICLE I REDEVELOPMENT OF THE PROPERTY

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

1. combining Parcels WD-389-2 and WD-389-2-1 with the Brown County Land Records Office;
2. demolition, removal and disposal of existing improvements in accordance with state and local laws;
3. obtaining state approved construction plans for the Development and commencing construction thereon as soon as possible in accordance with City regulations; and
4. completion of construction and occupancy permit on or before January 1, 2014

B. The Development shall be three stories in height and contain not less than 30,666 square feet in size, with retail use on the first floor and residential use in the second and third floors. The Development shall be of first class quality construction with exterior materials comprised of:

- brick and decorative CMU;
- maintenance free soffit, fascia and frieze;

- vinyl and aluminum windows;
- aluminum storefronts;
- dimensional architectural shingles;
- metal balcony railings; and
- cantilevered balconies

The Development shall follow the design, site and landscape plan approved by the Redevelopment Authority and Plan Commission (Exhibit B).

C. The 2011 assessed value of the Property is \$366,800 [\$233,900 (WD-389-2) + \$132,900 (WD-389-2-1)]. Developer warrants and guarantees that the value of the Property with the Development, as of January 1, 2014 will be \$2.0 million (the Guaranteed Value).

ARTICLE II CITY OBLIGATIONS

A. The City shall make three grants (collectively, the Project Grants and individually, a Project Grant) to Developer to defray the costs of the redevelopment, thereby lowering the occupancy costs of the tenants. The aggregate amount of the Project Grants shall be based upon the \$2.0 million Guaranteed Value of the Development as of January 1, 2014. The City shall assess the Property in accordance with the real estate valuation requirements for similar commercial properties under Wis. Stats. §70.32. The Project Grants, totaling \$675,000, are payable on the following schedule:

1. The first Project Grant, in the amount of \$360,000, shall be payable not more than fifteen days after approval of the footings and foundation by the City Building Inspection Department.
2. The second Project Grant, in the amount of \$180,000, shall be payable after the rough in of mechanicals has been approved by the City Building Inspection Department.

3. The third Project Grant, in the amount of \$135,000, shall be payable not more than fifteen days after the issuance of a certificate of occupancy for the Development.

ARTICLE III DEVELOPER'S OBLIGATIONS

A. Developer, for itself and its successor and assigns, agrees to and obligates itself to repay all Project Grants it receives from City should it fail to complete construction of the Development in accordance with Exhibit B on or before January 1, 2014, unless otherwise agreed by the parties in writing. Upon repayment in full of such Project Grants, plus interest at the statutory rate from the date the Project Grant were made to the date repaid, the obligations found in this Article shall become null and void.

B. Developer, for itself and its successors and assigns, hereby waives all rights to appeal the assessed value of the Property below the Guaranteed Value for the life of the District.

C. For the duration of the 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 Development or the Property to an entity whereby such sale or lease would cause such portion of the same to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developer's successors and assigns. Developer further agrees that it will place a restriction in any deed or bill of sale conveying the Development and/or the Property during the duration of this Agreement prohibiting any use of such property during the term of this Agreement which would cause same or any portion thereof to become tax exempt. Should the Development and/or Property nevertheless become tax exempt, Developer, for itself and its successors and assigns, hereby

agrees that an annual payment in lieu of tax shall be made by the then owner of the Development and Property. Such payment in lieu of taxes shall be determined for any given year that the Development and Property are exempt from taxation by multiplying the assessed value of the Development and Property 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 Property as a special charge under Wis. Stat. § 66.0627.

D. Developer, for itself and its successors and assigns, agrees that, should the assessed value be less than the Guaranteed Value of \$2.0 million, it will make a payment in lieu of tax to City (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the assessed value. Such Deficit Payment shall be determined as follows:

- (1) The amount of the Deficit Payment shall be determined by subtracting the assessed value from \$2.0 million. That number shall be multiplied by the mil-rate for all taxing jurisdictions established for the prior tax year for the west side of De Pere, with the product being due and payable by Developer to the City on or before October 15 of the year in which it is levied.
- (2) If not paid in full by October 15 of the year in which it was due, the amount determined under the process identified above shall become a lien on the property as a special charge under Wis. Stats. §66.0627.

- (3) The Deficit Payment obligation shall expire upon the termination of the District.

ARTICLE IV GENERAL

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

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

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

If to Developer: Gerald G. Van Dyn Hoven
P.O. Box 526
Fremont, WI 54940

Dutch Boyz Development, LLC
c/o Gerald G. Van Dyn Hoven
100 Wolf River Drive
P.O. Box 526
Fremont, WI 54940

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

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

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

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

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.

GERALD G. VAN DYN HOVEN

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me
on the _____ day of _____, 2012,
by Gerald G. Van Dyn Hoven.

Notary Public, State of Wisconsin
My commission expires on _____

DUTCH BOYZ DEVELOPMENT, LLC
By:

State of Wisconsin)
 : SS
Brown County)

Gerald G. Van Dyn Hoven, Member

This instrument was acknowledged before me
on the _____ day of _____, 2012,
by Gerald G. Van Dyn Hoven as Member of
Dutch Boyz Development, LLC.

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

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

State of Wisconsin)
 : SS
Brown County)

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

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

REDEVELOPMENT AUTHORITY OF
THE CITY OF DE PERE

By:

Theodore J. Penn, Chair

State of Wisconsin)
 : SS
Brown County)

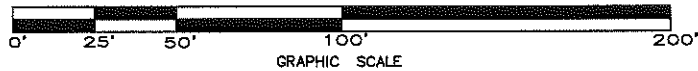
This instrument was acknowledged before me
on the _____ day of _____, 2012,
by Theodore J. Penn, Chair of the
Redevelopment Authority of the City of De
Pere.

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

H:\jdupont\Agreements\2012\Redevelopment Agreement - Dutch Boyz - final-192-002-12.docx

CERTIFIED SURVEY MAP

PART OF LOTS 2-10 OF BLOCK 8, PART OF LOTS 1-3 OF BLOCK 10, AND PART OF THE VACATED WESTERLY RIGHT OF WAY OF FIFTH AVENUE DOCUMENT 2585146, ALL ACCORDING TO THE RECORDED PLAT OF ADDITIONS TO THE VILLAGE OF WEST DE PERE BY THE DE PERE AND NEW YORK IRON COMPANY, LOCATED IN THE CITY OF DE PERE, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED ON SHEET TWO.



PLAT OF ADDITIONS
TO THE VILLAGE OF
WEST DE PERE BY
THE DE PERE AND
NEW YORK IRON
COMPANY

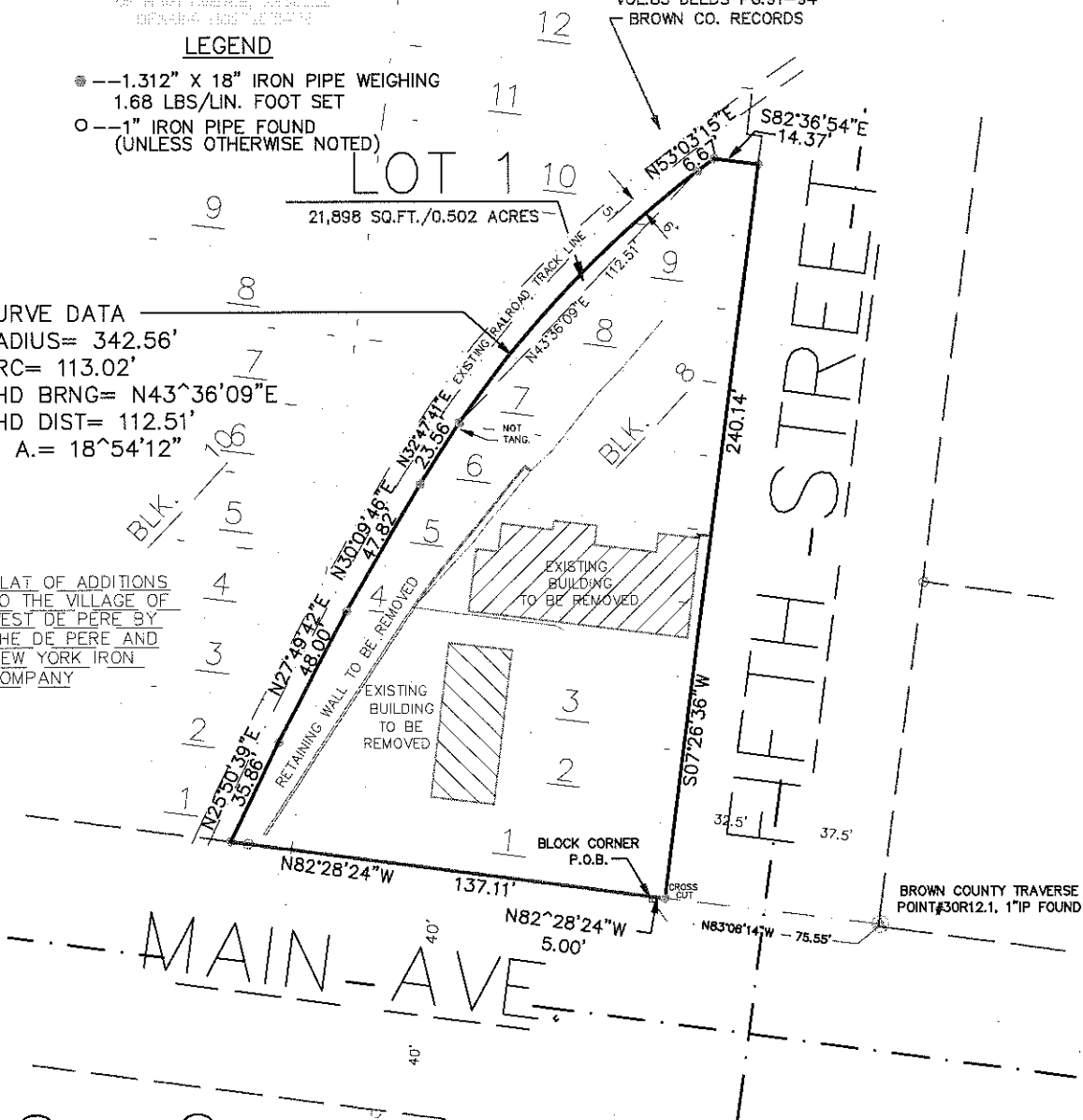
RAILROAD EASEMENT
VOL. 85 DEEDS PG. 91-94
BROWN CO. RECORDS

LEGEND

- -- 1.312" X 18" IRON PIPE WEIGHING
1.68 LBS/LIN. FOOT SET
- -- 1" IRON PIPE FOUND
(UNLESS OTHERWISE NOTED)

CURVE DATA
RADIUS= 342.56'
ARC= 113.02'
CHD BRNG= N43°36'09"E
CHD DIST= 112.51'
C. A.= 18°54'12"

PLAT OF ADDITIONS
TO THE VILLAGE OF
WEST DE PERE BY
THE DE PERE AND
NEW YORK IRON
COMPANY



CERTIFIED SURVEY MAP

SURVEYOR'S CERTIFICATE:

I, MICHAEL M. SOLETSKI, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED PART OF LOTS 2-10 OF BLOCK 8, PART OF LOTS 1-3 OF BLOCK 10, AND PART OF THE VACATED WESTERLY RIGHT OF WAY OF FIFTH AVENUE DOCUMENT 2585146, ALL ACCORDING TO THE RECORDED PLAT OF ADDITIONS TO THE VILLAGE OF WEST DE PERE BY THE DE PERE AND NEW YORK IRON COMPANY, LOCATED IN THE CITY OF DE PERE, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED BELOW. THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF. THAT I HAVE MADE SUCH A SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNER LISTED HEREON. THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236, SECTION 236.34 OF THE WISCONSIN STATUTES, THE CITY OF DE PERE IN SURVEYING AND MAPPING THE SAME.

DESCRIPTION: PART OF LOTS 2-10 OF BLOCK 8, PART OF LOTS 1-3 OF BLOCK 10, AND PART OF THE VACATED WESTERLY RIGHT OF WAY OF FIFTH AVENUE DOCUMENT 2585146, ALL ACCORDING TO THE RECORDED PLAT OF ADDITIONS TO THE VILLAGE OF WEST DE PERE BY THE DE PERE AND NEW YORK IRON COMPANY, LOCATED IN THE CITY OF DE PERE, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS.

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 8 OF THE RECORDED PLAT OF ADDITIONS TO THE VILLAGE OF WEST DE PERE BY THE DE PERE AND NEW YORK IRON COMPANY; THENCE N82°28'24"W, 137.11 FEET ALONG THE NORTHERLY RIGHT OF WAY OF MAIN AVENUE; THENCE THENCE N25°50'39"E, 35.86 FEET; THENCE N27°49'42"E, 48.00 FEET; THENCE N30°09'46"E, 47.82 FEET; THENCE N32°47'41"E, 23.56 FEET; THENCE 113.02 FEET ALONG THE ARC OF 342.56 FOOT RADIUS CURVE TO THE RIGHT, WHOSE LONG CHORD BEARS N43°36'09"E, 112.51 FEET; THENCE N53°03'15"E, 6.67 FEET; THENCE S82°36'54"E, 14.37 FEET ALONG THE NORTH LINE OF LOT 10, SAID BLOCK 8 TO THE WESTERLY RIGHT OF WAY OF FIFTH STREET; THENCE S07°26'36"W, 240.14 FEET ALONG THE WESTERLY RIGHT OF WAY OF FIFTH STREET TO THE NORTHERLY RIGHT OF WAY LINE OF MAIN AVENUE; THENCE N82°28'24"W, 5.00 FEET ALONG THE NORTHERLY RIGHT OF WAY TO THE POINT OF BEGINNING.

SAID LOT-1 CONTAINS 21,898 SQ.FT./0.502 ACRES MORE OR LESS.

MICHAEL M. SOLETSKI S-1774
DATE: _____

OWNER'S CERTIFICATE

AS OWNER, GERALD G. VAN DYN HOVEN, HEREBY CERTIFIES THAT HE HAS CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED AND MAPPED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP. HE ALSO CERTIFIES THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S 236.10 OR S 236.12 TO BE SUBMITTED TO THE CITY OF DE PERE FOR APPROVAL OR OBJECTION.

GERALD G. VAN DYN HOVEN
OWNER

STATE OF WISCONSIN }
COUNTY OF _____ } SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2012, THE ABOVE NAMED MEMBERS, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC
BROWN COUNTY, WISCONSIN

MY COMMISSION EXPIRES _____

CERTIFIED SURVEY MAP

CONSENT OF CORPORATE MORTGAGEE

A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING, AND DEDICATION OF THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF GERALD G. VAN DYN HOVEN, OWNER. IN WITNESS WHEREOF, THE SAID _____ HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____

_____, IT'S _____ AND BY _____
_____, IT'S _____ AT _____, WISCONSIN,
AND IT'S CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS _____ DAY _____, 20____.

STATE OF WISCONSIN }
COUNTY OF _____ } SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____, THE ABOVE NAMED OWNER, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME

_____, MY COMMISSION EXPIRES _____
NOTARY PUBLIC, _____ COUNTY, WISCONSIN

CERTIFICATE OF THE CITY OF DE PERE

APPROVED FOR THE CITY OF DE PERE THIS _____ DAY OF _____, 2012

KEN PABICH
DIRECTOR OF PLANNING

TREASURER'S CERTIFICATE

WE, DAVID G. MINTEN AND KERRY M. BLANEY, BEING DULY ELECTED AND ACTING TREASURERS OF THE CITY OF DE PERE AND BROWN COUNTY, WISCONSIN, RESPECTIVELY, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS IN OUR OFFICES, THERE ARE NO UNPAID TAXES, NO UNREDEEMED TAX SALES AND NO UNPAID SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN "ATRIUM ESTATES," AS OF THE DATES BELOW.

DAVID G. MINTEN,
CITY OF DE PERE - TREASURER

DATED THIS _____ DAY OF _____, 20____

KERRY M. BLANEY,
BROWN COUNTY - TREASURER

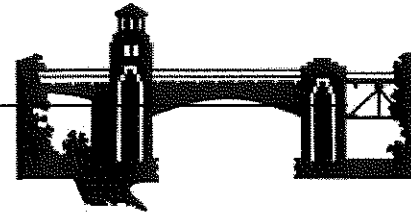
DATED THIS _____ DAY OF _____, 20____

RESTRICTIVE COVENANTS

1. THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.
2. EACH LOT OWNER SHALL GRADE THE PROPERTY ABUTTING A STREET TO CONFORM TO THE ADOPTED SIDEWALK GRADE ELEVATION AND MAINTAIN SAID ELEVATION FOR FUTURE SIDEWALKS.
3. NO POLES, PEDESTALS OR BURIED CABLE ARE TO BE PLACED AS TO DISTURB ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT LINE. A DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF THE WISCONSIN STATUTES.

CITY OF DE PERE

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



July 27, 2012

Mr. Gerald Van Dyn Hoven
P.O. Box 526
Fremont, WI 54940

RE: Site Plan Review for 500 Main

Dear Mr. Van Dyn Hoven,

The City of De Pere Plan Commission reviewed the **Site Plan Review** request. The Plan Commission recommended **approval** of the request with the following conditions:

Public Works

Sanitary Sewer

1. A sanitary sewer connection is shown on Fifth Street. Clarify on the plan if this is an existing connection or new tap proposed. Show the size of the lateral on the plan.
2. If this is a new connection, please note on the plan that, "All connections to the City sanitary sewer are to be completed under the observation of City personnel". Also, show a new connection to the 8" concrete pipe downstream of the manhole.
3. Abandoned existing unused connections under the observation of City personnel.
4. A street excavation permit is required for any work within the street right of way.

Water Main

5. The water lateral connects to a 10" cast iron pipe on Fifth Street. Clarify if this is an existing connection or new tap proposed. Show the size of the lateral and make new connections with a tapping valve.
6. Note on the plan that, "All taps to the City water main are to be completed under the observation of City personnel".
7. Abandoned all existing unused connections to the properties at the main and by the observation of City personnel.

Storm Water Management

8. The total suspended solids (TSS) reduction from the site is to be designed for 40% removal.
9. Provide a storm water management plan for the site.
10. Provide an erosion control plan. Show a tracking pad on the plans and dimensions to verify the size can accommodate construction vehicle ingress and egress from the site at this location.
11. An existing 12" concrete pipe is located on Main Avenue. Show the peak flow from the site does not exceed the current discharge. Use a 20 minute time of concentration for the existing hydrology calculation. Submit calculations showing the peak rate of runoff in the proposed conditions do not exceed the peak rate of runoff in the existing conditions for the 2-, 10-, and 100-year, 24-hour storm events.
12. A maintenance agreement for the storm water management facility is required prior to the City issuing an occupancy permit. This agreement is to be submitted for review and approval to the City. Once the City approves the agreement, the property owner is to record the agreement with the County and provide the City with a copy.

Traffic/Vehicle Access:

13. The two-way driveways on Fifth Street are located more than 100 feet from Main Avenue. Restrict openings to 25 feet at the property line and 45 feet at the curb line. The maximum flares are 10 feet each.

EXHIBIT B

14. Construct sidewalk connecting the southerly driveway to the Main Avenue sidewalk. Construct a sidewalk section through the driveways.
15. Verify the vision triangle is not impacted by the building.
16. Main Avenue is concrete pavement and Fifth Street is asphalt with curb and gutter. Curb replacements to close existing driveways will include 24" curb and gutter sections constructed to the nearest joint. Where adjacent pavement is concrete, construct to the nearest pavement joint and tie to the adjacent pavement. Complete new curb cuts to comply with the City curb cut permit requirements.
17. Existing driveway approaches within the right of way should be 6-inch concrete. Driveways for heavy trucks should be 8-inch.

General:

18. A City street excavation permit will be required for any work done within the right of way.
19. All areas intended to be utilized for parking spaces and driveways shall be surfaced with bituminous asphalt or concrete. See 14.60 (12) (j).
20. Show pavement surface types on the plan.
21. Provide a landscaping plan and include the percent grade of steep slopes that drain to the rail spur.
22. Show and label the right of way and property lines on the plan.

Forestry

1. None.

Fire

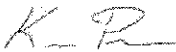
1. Provide detailed plans for construction review prior to the start of work; provide details of use for all areas of structure.
2. Detail means of egress in all areas of building, provide capacity and exit width detail.
3. Separation of hazards/use is required in accordance with LSC.
4. Provide exit/emergency lighting throughout the means of egress.
5. Provide fire extinguishers at maximum 75' travel distances from any point. Locate extinguishers towards the exits and in hazard areas in apartments.
6. No smoking signage may be required.
7. A fire suppression system is required.
8. Fire alarm system is required in accordance with Life Safety Code (LCS).

Building/Planning

1. Detailed plans for refuse enclosure were not provided. The refuse will need to be enclosed with non-metal materials.

The request **will not require** approval by the City Council. The project can proceed when the conditions outlined above are completed. Should you have any questions regarding the Plan Commission's actions or require further information, please feel free to contact me at 339-4043.

Sincerely,

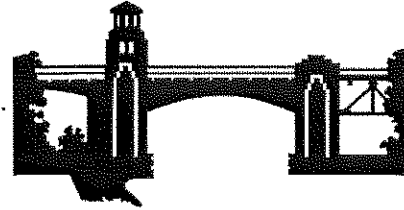


Ken Pabich
Director of Planning and Economic Development

cc: David Hongisto, Building Inspector
Dan Roarty, Dimension IV, 211 North Broadway, Green Bay, WI 54303

CITY OF DE PERE

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



October 2, 2012

To: City Council
Redevelopment Authority

From: Ken Pabich, Director of Planning and Economic Development

RE: Development Agreement for 500 Main Avenue

I am pleased to provide the development agreement for the redevelopment of 500 Main Avenue. The project will remove the existing buildings on 500 Main Avenue and 111 N. 5th Street. The redevelopment will include a new 3-story building. The first floor will have 3 commercial spaces. Two of these commercial spaces are under contract. The second and third floor will be for apartments which will include (10) two-bedroom and (2) one-bedroom units. The unique part of this project is that it will also include underground parking that will be used by the tenants. The new building will have a total square footage of 30,666 sq. ft.

Under the development agreement, the project will have a guaranteed assessed value of 2 million dollars. The developer's grant is \$675,000, which is made in three payments based on key construction milestones. The milestones are defined as (1) upon completion of footings and foundation, (2) mechanical rough-in, and (3) upon issuance of the certificate of occupancy.

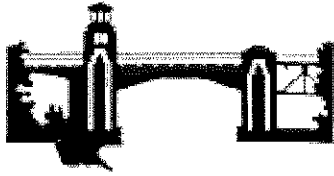
Staff wants to make the RDA and City Council aware that under this agreement, the overall incentive has a negative cash flow of \$90,000 with the current economic conditions. This means if the economic conditions remain flat over the life of TID #9 (27 years), there would be a balance remaining. To address this potential shortfall, the City needs to ensure future projects in the district to help balance this need. In essence, a future project may not receive the same level of assistance.

Staff recommends supporting this agreement for a number of reasons.

1. The project has significant increase in cost due to the underground parking. From a design and parking need, staff feels the underground parking is critical for the future build-out of the downtown district. In essence, we want to promote more development verses more parking lots.
2. The project is the first project in the TID #9 and provides a critical stimulus for future improvements within the district.
3. The project matches the recommendations in the Downtown Master Plan and serves as a critical "book end" for the north side of Main Street. The north side of Main Street was defined in the Master Plan as an important area to help define Main Avenue and the downtown.
4. While the potential for a shortfall exists, staff believes there are significant opportunities in the downtown that will minimize risk to the district.

Recommendation

Staff is recommending that the development agreement be approved.



Memorandum

To: City Council

From: Marty J. Kosobucki, Director of Parks, Recreation and Forestry

Re: Award bid for Poured in Place surfacing and approved additional funds from Capital Projects Fund

Date: October 2, 2012

Issue: The Board of Park Commissioners received bids for the poured in place surfacing at Legion Park and approved the bid from Bluemel's Maintenance Services for the amount of \$47,386.50. The Board of Park Commissioners is requesting to approve this bid along with a request for an additional \$4,158 to be used from the Capital Projects Fund.

Summary: As part of the playground replacement project at Legion Park (Budget - \$75,000), we received bids for installing the poured in place surface. The bids are summarized below;

Bluemel's Maintenance Services, Inc	\$47,386.50
Bay Enviro Tire, Inc.	\$64,191.00

Using the bid from Bluemel's Maintenance Service and combining this cost with the other costs of the project, the project came in \$4,158 over budget. In discussing the issue with our Finance Director, he has indicated there are available funds left from a past park project in the Capital Projects Fund. I have summarized the budget below;

Project Expenses

Play Equipment	\$29,780
Accessible Sidewalk	\$ 1,000
Handicap Swing	\$ 991
Poured in Place	<u>\$47,387</u>
	\$79,158
Budget	<u>\$75,000</u>
Total Requested from CPF	\$ 4,158

Normally the issue for requesting funds would go to Finance Committee before coming to the City Council. However, due to the temperature sensitivity when pouring the fall surface and the current season, we have asked for the issue to go directly to council to take advantage of the potential for better weather conditions. Thank you for your consideration and please do not hesitate to contact me if you have any questions with regard to the issue.

Updated 09/28/12

City of De Pere
RIVERWALK PIER FUND

REVENUES	2007	2008	2009	2010	2011	2012	Total
Donations	\$ 1,503.68	\$ 175,725.00	\$ 2,000.00	\$ 37,618.92	\$ 97,800.00	\$ 107,356.74	\$ 422,004.34
State Grants					308,845.50		308,845.50
Total	1,503.68	175,725.00	2,000.00	37,618.92	404,645.50	107,356.74	728,849.84

EXPENDITURES	2007	2008	2009	2010	2011	2012	Total
Marty Kosobucki	1,503.68						1,503.68
Mike Walsh	121.95						121.95
US Army Corps of Engineers	850.00						850.00
Graef, Anholt, Schloemer		74,283.43					74,283.43
GRAEF			3,042.07	24,039.00	97,505.00	61,838.29	186,225.36
Robb Memmaerts		275.00					275.00
Arketype, Inc		500.00			639.33		1,139.33
Stereo Appraisal Service				6,000.00			6,000.00
Thimmary Purchase				72,530.44			72,530.44
United Sign						263.85	263.85
Christopher Langenfield						350.00	350.00
Badgerland Printing				2,056.44			2,056.44
Pack-in-Ship				139.88	1,134.39		1,274.27
Jahnke General Contractors					1,808,964.20		1,808,964.20
De Pere Hardware						32.97	32.97
Valley Advertising					121.59		121.59
Fox River Navigational Auth.					18,165.00		18,165.00
Desert Vets of Wisconsin					200.00		200.00
C/C					136.61	122.82	259.43
Total	2,475.63	75,058.43	3,042.07	102,569.44	99,839.93	1,891,633.44	2,174,618.94

Current Fund Balance at September 28, 2012

\$ (1,445,769.10)

The Following are Pledges or Grants Receivable at this time

Resch Foundation	\$ 100,000.00
George Kress Foundation	30,000.00
KC Stock Foundation	50,000.00
WI Coast Management	100,000.00
WDNR Grant-Phase I	300,000.00
WDNR Grant-Phase I	39,474.00
WDNR Grant-Phase II	190,250.00
WDNR Grant-Phase II	116,595.50
WDNR Cost Amend. Grant	451,000.00
Cloud Family Foundation, Inc.	100,000.00
Saint Norbert College	10,000.00
Private Donor Pledge	250,000.00
Wisconsin Public Service	25,000.00

TOTAL \$1,772,319.50**\$ 1,772,319.50****CURRENT PHASE ONE FUND BALANCE:****\$ 326,550.40****PHASE TWO ESTIMATED CONSTRUCTION COST:****~~\$(1,228,000.00)~~**

(Does not include engineering and other incidental costs)

Total Phase One & Two Construction Cost Balance**\$ (901,449.60)**

(Does not include engineering and other incidental costs)

(Does not include anticipated additional grant and donation funds)

Note: The only changes since the last spreadsheet dated August 29, 2012 are a payment to Pack and Ship for \$18.47 which was posted in the miscellaneous classification below and a prior \$275.00 payment from 2008 was posted in the miscellaneous classification.

Phase I Expenses	\$1,808,964	
	\$18,165	\$1,827,129
Phase II Expenses	\$1,228,000	\$1,228,000
	\$72,530	
	\$6,000	\$78,530
Engineering	\$74,283	
	\$186,225	
	\$30,855	\$291,363
Misc	\$1,503	
	\$122	
	\$850	
	\$33	
	\$200	
	\$261	
	\$275	\$3,244
Fundraising Committee	\$1,139	
	\$284	
	\$350	
	\$2,056	
	\$1,274	
	\$122	\$5,205

Total Current and Anticipated Expenses \$3,433,471

Total Current and Anticipated Revenues \$2,541,944

-\$891,527

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PACKET: 03749 OCT 2012 COUNCIL - 1 10-2-12

VENDOR SET: 01

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6426	ACL							
	I-201208-0	ACL	R	10/02/2012		80.40CR	065944	80.40
0217	AGRI-PARTNERS COOPERATIVE							
	I-201209251452	AGRI-PARTNERS COOPERATIVE	R	10/02/2012		49.90CR	065945	
	I-201209251453	AGRI-PARTNERS COOPERATIVE	R	10/02/2012		49.90CR	065945	99.80
0302	AIRGAS USA LLC							
	I-9904032487	AIRGAS USA LLC	R	10/02/2012		91.69CR	065946	
	I-9904034118	AIRGAS USA LLC	R	10/02/2012		111.97CR	065946	
	I-9904034119	AIRGAS USA LLC	R	10/02/2012		285.80CR	065946	489.46
0007	AMBROSIUS SALES & SERVICE							
	I-66077	AMBROSIUS SALES & SERVICE	R	10/02/2012		58.54CR	065947	58.54
1530	RICH ANNEN							
	I-201209251454	RICH ANNEN	R	10/02/2012		50.00CR	065948	50.00
6022	APPLETON POST CRESCENT							
	I-6660620	APPLETON POST CRESCENT	R	10/02/2012		797.18CR	065949	797.18
0442	BADGER LABORATORIES & ENGINEERING							
	I-INV000050386	BADGER LABORATORIES & ENGINEER	R	10/02/2012		60.00CR	065950	60.00
0132	BAY AREA HUMANE SOCIETY AND							
	I-AUG2012-DEP	BAY AREA HUMANE SOCIETY AND	R	10/02/2012		155.00CR	065951	155.00
0027	BAY TOWEL INC							
	I-1515466	BAY TOWEL INC	R	10/02/2012		126.00CR	065952	
	I-1519978	BAY TOWEL INC	R	10/02/2012		35.64CR	065952	
	I-1519979	BAY TOWEL INC	R	10/02/2012		52.82CR	065952	
	I-1523179	BAY TOWEL INC	R	10/02/2012		54.31CR	065952	268.77
0025	BAYCOM INC							
	I-143061	BAYCOM INC	R	10/02/2012		41.50CR	065953	
	I-71026	BAYCOM INC	R	10/02/2012		190.00CR	065953	231.50
0034	BLINDAUER'S INC							
	I-1558	BLINDAUER'S INC	R	10/02/2012		5,134.00CR	065954	5,134.00
0038	BROADWAY AUTOMOTIVE INC							
	I-620298P	BROADWAY AUTOMOTIVE INC	R	10/02/2012		21.56CR	065955	
	I-621335P	BROADWAY AUTOMOTIVE INC	R	10/02/2012		96.09CR	065955	
	I-621512P	BROADWAY AUTOMOTIVE INC	R	10/02/2012		45.80CR	065955	
	I-635805	BROADWAY AUTOMOTIVE INC	R	10/02/2012		100.00CR	065955	263.45

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PACKET: 03749 OCT 2012 COUNCIL - 1 10-2-12

VENDOR SET: 01

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0888	BROWN COUNTY HEALTH DEPT							
	I-2012-048	BROWN COUNTY HEALTH DEPT	R	10/02/2012		1,833.44CR	065956	
	I-2012-049	BROWN COUNTY HEALTH DEPT	R	10/02/2012		1,815.12CR	065956	3,648.56
0042	BROWN COUNTY HIGHWAY COMMISSION							
	I-201209251456	BROWN COUNTY HIGHWAY COMMISSIO	R	10/02/2012		381.15CR	065957	381.15
2944	BROWN COUNTY JAIL							
	I-201209251457	BROWN COUNTY JAIL	R	10/02/2012		320.00CR	065958	
	I-201209251458	BROWN COUNTY JAIL	R	10/02/2012		200.00CR	065958	520.00
1750	GREGORY BROWN							
	I-201209251455	GREGORY BROWN	R	10/02/2012		36.91CR	065959	36.91
5640	BROWNELLS INC							
	I-7824825.00	BROWNELLS INC	R	10/02/2012		34.46CR	065960	
	I-7847775.00	BROWNELLS INC	R	10/02/2012		299.05CR	065960	333.51
0115	CARQUEST AUTO PARTS LLC							
	I-6339-154886	CARQUEST AUTO PARTS LLC	R	10/02/2012		210.66CR	065961	
	I-6339-155062	CARQUEST AUTO PARTS LLC	R	10/02/2012		149.76CR	065961	
	I-6339-155254	CARQUEST AUTO PARTS LLC	R	10/02/2012		149.76CR	065961	
	I-6339-155340	CARQUEST AUTO PARTS LLC	R	10/02/2012		8.40CR	065961	518.58
2708	CLEANING SOLUTION SERVICES INC							
	I-05-7653	CLEANING SOLUTION SERVICES INC	R	10/02/2012		59.64CR	065962	
	I-05-7658	CLEANING SOLUTION SERVICES INC	R	10/02/2012		123.06CR	065962	
	I-05-7662	CLEANING SOLUTION SERVICES INC	R	10/02/2012		1,363.55CR	065962	
	I-05-7663	CLEANING SOLUTION SERVICES INC	R	10/02/2012		1,225.00CR	065962	2,771.25
5218	CONCRETE CUTTERS INC							
	I-13663	CONCRETE CUTTERS INC	R	10/02/2012		1,400.00CR	065963	1,400.00
5998	CROP PRODUCTION SERVICES							
	I-215451	CROP PRODUCTION SERVICES	R	10/02/2012		104.00CR	065964	104.00
0063	DAANEN & JANSSEN INC							
	I-125404	DAANEN & JANSSEN INC	R	10/02/2012		420.00CR	065965	
	I-125609	DAANEN & JANSSEN INC	R	10/02/2012		18.98CR	065965	
	I-125610	DAANEN & JANSSEN INC	R	10/02/2012		45.00CR	065965	483.98
0713	DE GROOT INC							
	I-6445	DE GROOT INC	R	10/02/2012		556.08CR	065966	556.08

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PACKET: 03749 OCT 2012 COUNCIL - 1 10-2-12

VENDOR SET: 01

BANK : AP ASSOCIATED

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0075	DIGGERS HOTLINE INC I-120 8 36401	DIGGERS HOTLINE INC	R	10/02/2012		728.34CR	065967	728.34
6030	DISCOUNT SCHOOL SUPPLY I-P28552820001	DISCOUNT SCHOOL SUPPLY	R	10/02/2012		61.50CR	065968	61.50
0085	EMERGENCY MEDICAL PRODUCTS INC I-1496279	EMERGENCY MEDICAL PRODUCTS INC	R	10/02/2012		34.40CR	065969	34.40
3597	EVIDENT CRIME SCENE PRODUCTS I-70969A	EVIDENT CRIME SCENE PRODUCTS	R	10/02/2012		69.00CR	065970	69.00
0091	FASTENAL COMPANY I-WIGRE259795 I-WIGRE260351	FASTENAL COMPANY FASTENAL COMPANY	R R	10/02/2012 10/02/2012		18.23CR 62.03CR	065971 065971	80.26
0089	FRV INC I-117572	FRV INC	R	10/02/2012		99.94CR	065972	99.94
0562	GALL'S INC I-10148 I-512366226	GALL'S INC GALL'S INC	R R	10/02/2012 10/02/2012		51.73CR 30.99CR	065973 065973	82.72
0116	GRAINGER INC I-9917388549 I-9917864408 I-9924050181	GRAINGER INC GRAINGER INC	R R R	10/02/2012 10/02/2012 10/02/2012		20.04CR 9.88CR 205.15CR	065974 065974 065974	235.07
0124	GREEN BAY CITY TREASURER I-80791	GREEN BAY CITY TREASURER	R	10/02/2012		195.76CR	065975	195.76
2044	GREEN BAY TITLE COMPANY INC I-201209261470	GREEN BAY TITLE COMPANY INC	R	10/02/2012		230.00CR	065976	230.00
6608	GROTH, TRISTA I-201209251460	GROTH, TRISTA	R	10/02/2012		102.78CR	065977	102.78
4902	HALRON LUBRICANTS INC C-532209-00 I-529457-00 I-532097-00	HALRON LUBRICANTS INC HALRON LUBRICANTS INC	R R R	10/02/2012 10/02/2012 10/02/2012		20.00 293.30CR 696.36CR	065978 065978 065978	969.66

PACKET: 03749 OCT 2012 COUNCIL - 1 10-2-12

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BANK : AP ASSOCIATED

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0446	HAWKINS INC I-3387278 RI	HAWKINS INC	R	10/02/2012		4,871.39CR	065979	4,871.39
3521	HD SUPPLY WATERWORKS LTD I-5420747	HD SUPPLY WATERWORKS LTD	R	10/02/2012		30.00CR	065980	
	I-5421797	HD SUPPLY WATERWORKS LTD	R	10/02/2012		2,277.90CR	065980	2,307.90
0912	HEID MUSIC CO I-818748	HEID MUSIC CO	R	10/02/2012		6.99CR	065981	
	I-830099	HEID MUSIC CO	R	10/02/2012		108.00CR	065981	114.99
5484	HYDRO DESIGNS INC I-27478-IN	HYDRO DESIGNS INC	R	10/02/2012		301.00CR	065982	301.00
6637	IMPRINTS LABEL & DECAL I-15293	IMPRINTS LABEL & DECAL	R	10/02/2012		205.00CR	065983	205.00
1399	INDOFF INC I-2146863	INDOFF INC	R	10/02/2012		159.06CR	065984	
	I-2147542	INDOFF INC	R	10/02/2012		61.95CR	065984	
	I-2147951	INDOFF INC	R	10/02/2012		22.12CR	065984	
	I-2148532	INDOFF INC	R	10/02/2012		55.47CR	065984	
	I-2154030	INDOFF INC	R	10/02/2012		23.25CR	065984	
	I-2154840	INDOFF INC	R	10/02/2012		24.98CR	065984	346.83
0567	INDUSTRIAL MARKETING CORP I-37868	INDUSTRIAL MARKETING CORP	R	10/02/2012		631.80CR	065985	631.80
1338	JAMES E KOCKEN TRUCKING I-337	JAMES E KOCKEN TRUCKING	R	10/02/2012		220.50CR	065986	220.50
2602	JOSSART BROTHERS INC I-15116	JOSSART BROTHERS INC	R	10/02/2012		11,883.22CR	065987	11,883.22
1276	JX ENTERPRISES INC C-D-222500077	JX ENTERPRISES INC	R	10/02/2012		100.17	065988	
	I-D-222420025	JX ENTERPRISES INC	R	10/02/2012		66.33CR	065988	
	I-D-222490092	JX ENTERPRISES INC	R	10/02/2012		127.59CR	065988	
	I-D-222500075	JX ENTERPRISES INC	R	10/02/2012		119.99CR	065988	
	I-D-222540050	JX ENTERPRISES INC	R	10/02/2012		45.70CR	065988	
	I-D-222540081	JX ENTERPRISES INC	R	10/02/2012		2.81CR	065988	
	I-D-222560017	JX ENTERPRISES INC	R	10/02/2012		15.45CR	065988	
	I-D-222560050	JX ENTERPRISES INC	R	10/02/2012		2.81CR	065988	
	I-D-222610028	JX ENTERPRISES INC	R	10/02/2012		59.14CR	065988	
	I-D-222640005	JX ENTERPRISES INC	R	10/02/2012		119.94CR	065988	459.59

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0153	LAFORCE INC							
	I-719204 RI	LAFORCE INC	R	10/02/2012		12,368.30CR	065989	12,368.30
6577	LAKELAND LAWN CARE							
	I-36972	LAKELAND LAWN CARE	R	10/02/2012		2,435.00CR	065990	2,435.00
0156	LAWSON PRODUCTS INC							
	I-9301084326	LAWSON PRODUCTS INC	R	10/02/2012		596.63CR	065991	596.63
0159	LEXIS NEXIS INC							
	I-1208265103	LEXIS NEXIS INC	R	10/02/2012		207.65CR	065992	207.65
3632	LIBERTY MUTUAL INS CO							
	I-11034690	LIBERTY MUTUAL INS CO	R	10/02/2012		49,517.14CR	065993	
	I-40000097	LIBERTY MUTUAL INS CO	R	10/02/2012		5,631.00CR	065993	55,148.14
1293	LINDEMAN'S CLEANING							
	I-143904	LINDEMAN'S CLEANING	R	10/02/2012		31.31CR	065994	31.31
0160	LIZER OF WI INC							
	I-33710A&D	LIZER OF WI INC	R	10/02/2012		168.75CR	065995	168.75
1067	LOGOS AND PROMOS LLC							
	I-4037	LOGOS AND PROMOS LLC	R	10/02/2012		355.00CR	065996	355.00
0173	MENARDS INC							
	I-3744	MENARDS INC	R	10/02/2012		10.25CR	065997	
	I-4438	MENARDS INC	R	10/02/2012		13.94CR	065997	
	I-4865	MENARDS INC	R	10/02/2012		43.15CR	065997	
	I-5182	MENARDS INC	R	10/02/2012		21.23CR	065997	
	I-5638	MENARDS INC	R	10/02/2012		1.13CR	065997	89.70
5891	MIDWEST ENGINEERING SERVICES INC							
	I-G250026-IN	MIDWEST ENGINEERING SERVICES I	R	10/02/2012		4,673.72CR	065998	4,673.72
6467	MOD SQUADS LLC							
	I-11-1602	MOD SQUADS LLC	R	10/02/2012		35.00CR	065999	35.00
4546	NATIONAL ELEVATOR INSPECT SERV INC							
	I-84016	NATIONAL ELEVATOR INSPECT SERV	R	10/02/2012		75.00CR	066000	75.00
1177	NATIONAL FIRE PROTECTION ASSOC							
	I-5618350Y	NATIONAL FIRE PROTECTION ASSOC	R	10/02/2012		589.00CR	066001	589.00

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6638	NATIONAL POWER RODDING CORP.							
	I-12-08 (1)	NATIONAL POWER RODDING CORP.	R	10/02/2012		27,227.44CR	066002	27,227.44
0531	NORTHEAST AUTO PARTS INC							
	C-271522	NORTHEAST AUTO PARTS INC	R	10/02/2012		23.49	066003	
	I-271411	NORTHEAST AUTO PARTS INC	R	10/02/2012		23.49CR	066003	
	I-271485	NORTHEAST AUTO PARTS INC	R	10/02/2012		12.09CR	066003	
	I-271503	NORTHEAST AUTO PARTS INC	R	10/02/2012		26.37CR	066003	
	I-271516	NORTHEAST AUTO PARTS INC	R	10/02/2012		34.98CR	066003	
	I-271518	NORTHEAST AUTO PARTS INC	R	10/02/2012		12.96CR	066003	
	I-271533	NORTHEAST AUTO PARTS INC	R	10/02/2012		14.98CR	066003	
	I-271565	NORTHEAST AUTO PARTS INC	R	10/02/2012		27.94CR	066003	
	I-271573	NORTHEAST AUTO PARTS INC	R	10/02/2012		58.89CR	066003	
	I-271631	NORTHEAST AUTO PARTS INC	R	10/02/2012		42.66CR	066003	
	I-271917	NORTHEAST AUTO PARTS INC	R	10/02/2012		12.60CR	066003	243.47
0191	NORTHEAST WI TECHNICAL COLLEGE							
	I-CS21485	NORTHEAST WI TECHNICAL COLLEGE	R	10/02/2012		250.00CR	066004	250.00
0966	OLD DOMINION BRUSH							
	I-30106-IN	OLD DOMINION BRUSH	R	10/02/2012		1,070.56CR	066005	1,070.56
0194	OLSON TRAILER & BODY LLC							
	I-C06728	OLSON TRAILER & BODY LLC	R	10/02/2012		14.45CR	066006	14.45
0499	PACK AND SHIP LLC							
	I-89016	PACK AND SHIP LLC	R	10/02/2012		16.47CR	066007	16.47
0197	PACKER CITY INTERNATIONAL INC							
	I-1-222580058	PACKER CITY INTERNATIONAL INC	R	10/02/2012		22.77CR	066008	22.77
4476	PAUL CONWAY SHIELDS CORP							
	I-312016-IN	PAUL CONWAY SHIELDS CORP	R	10/02/2012		997.50CR	066009	997.50
0208	POMP'S TIRE SERVICE INC							
	I-90003052	POMP'S TIRE SERVICE INC	R	10/02/2012		506.26CR	066010	506.26
0211	POSITIVE PROMOTIONS							
	I-4504943	POSITIVE PROMOTIONS	R	10/02/2012		691.95CR	066011	691.95
1701	PRAXAIR DISTRIBUTION INC							
	I-43909842	PRAXAIR DISTRIBUTION INC	R	10/02/2012		26.76CR	066012	26.76

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0395	PRO ONE JANITORIAL INC							
	I-77116	PRO ONE JANITORIAL INC	R	10/02/2012		992.18CR	066013	
	I-78405	PRO ONE JANITORIAL INC	R	10/02/2012		992.18CR	066013	1,984.36
1359	RAY O'HERRON CO INC							
	I-1219203-IN	RAY O'HERRON CO INC	R	10/02/2012		472.84CR	066014	472.84
0227	REINDERS INC							
	I-1402567-00	REINDERS INC	R	10/02/2012		283.10CR	066015	283.10
2548	RETTLER CORPORATION							
	I-9960	RETTLER CORPORATION	R	10/02/2012		1,022.40CR	066016	1,022.40
0158	ROBERT E LEE & ASSOCIATES INC							
	I-65514	ROBERT E LEE & ASSOCIATES INC	R	10/02/2012		11,250.00CR	066017	11,250.00
1023	S & S WORLDWIDE							
	I-7458074	S & S WORLDWIDE	R	10/02/2012		275.22CR	066018	275.22
0235	SAINT VINCENT HOSPITAL							
	I-32936	SAINT VINCENT HOSPITAL	R	10/02/2012		215.48CR	066019	215.48
4875	SANOFI PASTEUR							
	I-900544206	SANOFI PASTEUR	R	10/02/2012		2,107.98CR	066020	2,107.98
6639	SCHEURING ROAD MOBIL MART							
	I-201209251461	SCHEURING ROAD MOBIL MART	R	10/02/2012		290.91CR	066021	290.91
0239	JUDITH SCHMIDT LEHMAN							
	I-201209251462	JUDITH SCHMIDT LEHMAN	R	10/02/2012		99.90CR	066022	99.90
6180	SKID & PALLET SERVICE							
	I-1643	SKID & PALLET SERVICE	R	10/02/2012		1,560.00CR	066023	1,560.00
1761	SAM SOMMERS CONCRETE CONST INC							
	I-12-05 (2)	SAM SOMMERS CONCRETE CONST INC	R	10/02/2012		44,890.71CR	066024	44,890.71
5837	SOS TECHNOLOGIES							
	I-54533	SOS TECHNOLOGIES	R	10/02/2012		166.32CR	066025	166.32
0252	SOUTHSIDE TIRE CO INC							
	C-3017547	SOUTHSIDE TIRE CO INC	R	10/02/2012		317.85	066026	
	I-3016901	SOUTHSIDE TIRE CO INC	R	10/02/2012		240.80CR	066026	
	I-3017866	SOUTHSIDE TIRE CO INC	R	10/02/2012		136.20CR	066026	
	I-3018022	SOUTHSIDE TIRE CO INC	R	10/02/2012		32.00CR	066026	
	I-3018344	SOUTHSIDE TIRE CO INC	R	10/02/2012		402.95CR	066026	
	I-3018585	SOUTHSIDE TIRE CO INC	R	10/02/2012		78.95CR	066026	
	I-3018648	SOUTHSIDE TIRE CO INC	R	10/02/2012		68.00CR	066026	
	I-3018678	SOUTHSIDE TIRE CO INC	R	10/02/2012		860.00CR	066026	
	I-3018684	SOUTHSIDE TIRE CO INC	R	10/02/2012		68.00CR	066026	
	I-3018719	SOUTHSIDE TIRE CO INC	R	10/02/2012		235.80CR	066026	
	I-3018815	SOUTHSIDE TIRE CO INC	R	10/02/2012		64.00CR	066026	1,868.85

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0258	SUPERIOR CHEMICAL CORP							
	I-3289	SUPERIOR CHEMICAL CORP	R	10/02/2012		727.14CR	066027	727.14
0771	T G W INC OF WISCONSIN							
	I-21747	T G W INC OF WISCONSIN	R	10/02/2012		54.55CR	066028	
	I-21754	T G W INC OF WISCONSIN	R	10/02/2012		1,323.55CR	066028	
	I-21758	T G W INC OF WISCONSIN	R	10/02/2012		74.00CR	066028	1,452.10
0267	TRAFFIC & PARKING CONTROL INC							
	I-1403951	TRAFFIC & PARKING CONTROL INC	R	10/02/2012		340.38CR	066029	340.38
0416	TWIRL SEWER SERVICE							
	I-8438	TWIRL SEWER SERVICE	R	10/02/2012		200.00CR	066030	200.00
0272	UNIFORM SHOPPE INC							
	I-212565	UNIFORM SHOPPE INC	R	10/02/2012		41.95CR	066031	
	I-212570	UNIFORM SHOPPE INC	R	10/02/2012		86.80CR	066031	
	I-212727	UNIFORM SHOPPE INC	R	10/02/2012		24.95CR	066031	153.70
1911	UNITED PARCEL SERVICE INC							
	I-70A6Y6362	UNITED PARCEL SERVICE INC	R	10/02/2012		15.01CR	066032	15.01
0277	VAN'S FIRE & SAFETY INC							
	I-4038418	VAN'S FIRE & SAFETY INC	R	10/02/2012		201.10CR	066033	
	I-4039622	VAN'S FIRE & SAFETY INC	R	10/02/2012		48.85CR	066033	249.95
4528	WELSING & ASSOCIATES							
	I-130298	WELSING & ASSOCIATES	R	10/02/2012		84.45CR	066034	
	I-130310	WELSING & ASSOCIATES	R	10/02/2012		119.50CR	066034	
	I-130327	WELSING & ASSOCIATES	R	10/02/2012		166.85CR	066034	370.80
0282	WESCO DISTRIBUTION INC							
	I-15805	WESCO DISTRIBUTION INC	R	10/02/2012		17.78CR	066035	
	I-9187	WESCO DISTRIBUTION INC	R	10/02/2012		274.91CR	066035	
	I-997740	WESCO DISTRIBUTION INC	R	10/02/2012		69.23CR	066035	361.92
2645	WI DEPT OF JUSTICE CRIME INFO BUREA							
	I-12CIB1542	WI DEPT OF JUSTICE CRIME INFO	R	10/02/2012		200.00CR	066036	200.00
0291	WI DEPT OF JUSTICE TIME MADISON							
	I-201209251463	WI DEPT OF JUSTICE TIME MADI	R	10/02/2012		98.00CR	066037	98.00

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6469	WI DOCUMENT IMAGING							
	I-38282	WI DOCUMENT IMAGING	R	10/02/2012		264.60CR	066038	264.60
1181	WI PARK AND RECREATION ASSOC							
	I-22366	WI PARK AND RECREATION ASSOC	R	10/02/2012		150.00CR	066039	
	I-22367	WI PARK AND RECREATION ASSOC	R	10/02/2012		150.00CR	066039	300.00
1210	WIL KIL PEST CONTROL							
	I-2118726	WIL KIL PEST CONTROL	R	10/02/2012		104.00CR	066040	104.00
0300	ZARNOTH BRUSH WORKS INC							
	I-140609-IN	ZARNOTH BRUSH WORKS INC	R	10/02/2012		468.30CR	066041	468.30

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	98	0.00	222,308.57	222,308.57
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	98	0.00	222,308.57	222,308.57

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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VENDOR SET: 01

BANK : AP ASSOCIATED

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

FUND	PERIOD	AMOUNT
100	10/2012	95,547.23CR
201	10/2012	161.38CR
208	10/2012	100.50CR
210	10/2012	1,022.40CR
235	10/2012	16.47CR
405	10/2012	113,693.39CR
415	10/2012	33.84
455	10/2012	230.00CR
460	10/2012	220.50CR
601	10/2012	8,508.57CR
650	10/2012	2,841.97CR
=====		
ALL		222,308.57CR

CITY OF DE PERE - OCTOBER 2, 2012

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License for the 2010-2012 Licensing Period					
1	BRUNETTE, STEPHANIE J.	1258 CORNFLOWER CT.	DE PERE	WI	54115
2	FISHER, DANIEL T.	1823 ARGONNE DRIVE	GREEN BAY	WI	54304
3	JOHNSON, MICHAEL J.	1479 EMILIE	GREEN BAY	WI	54301
4	NAZE, MELISSA J.	1581 MORROW STREET	GREEN BAY	WI	54302
5	STASZAK, LISA M.	1250 1/2 DOTY ST.	GREEN BAY	WI	54301
Operator Licenses for the 2012-2014 Licensing Period					
1	BRAUN, TAMMY SUE	2565 S. PINETREE RD.	DE PERE	WI	54115
2	DEROSE, SARAH P.	1851 SCHEURING RD., APT. 6	DE PERE	WI	54115
3	MOOREN, KATHRYN E.	4400 WHISPER LN.	DE PERE	WI	54115
4	PANSIER, NICOLE A.	416 LANDE ST.	DE PERE	WI	54115
5	POWERS, CHRISTINE M.	2905 ANCESTOR WAY	GREEN BAY	WI	54313
6	STEPHAN, KELLY E.	322 BLUE SKY CR.	GREEN BAY	WI	54311
7	STERLETSKE, WILLIAM P.	208 N. SUPERIOR ST.	DE PERE	WI	54115