Common Council

Regular Meeting

Agenda

335 South Broadway
De Pere, WI 54115
https://www.deperewi.gov/

Tuesday, July 6, 2021 | **7:30 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **July 6, 2021** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The public may attend the meeting either in person in the Council Chambers or electronically/telephonically. Electronic or telephonic access to the meeting is provided below:

Computer/smart phone accessing https://www.gotomeet.me/DePere

OR

You can also dial in using your phone.
United States (Toll Free): 1 866 899 4679
United States: +1 (312) 757-3117
Access Code: 154-883-285

This meeting may also be rebroadcast on TV throughout the week and available on demand at http://deperecitywi.iqm2.com/.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the June 15, 2021 Common Council meeting.
4. Public Hearing on a request to amend the 2010 City of De Pere Comprehensive Plan Update for the following property - Parcels WD-D0031, WD-364-D-502, WD-364-D-502-2, WD-364-D-502-3, WD-D0034, and WD-D0035 generally located between the west side of the 1800 and 2000 Blocks of Lawrence Dr.

    A. Notice of Public Hearing.

    B. Recommendation from the Plan Commission.

    C. Ordinance #21-14 Adopting Amendment to the 2010 Update of the City of De Pere Comprehensive Plan.

5. Public comment upon matters not on the agenda.
6. Recommendation from Plan Commission to approve a proposed extraterritorial 2 lot certified survey map at 4615-4617 Trellis DR in the Town of Ledgeview (Parcel D-1995).
7. Recommendation from the License Committee on the renewal Application for the licensing period of July 1, 2021 to June 30, 2022.

    A. Class "A" Fermented Malt Beverage & "Class A" Intoxicating Liquor License

8. Recommendation from the License Committee on the application for a Class "B" Fermented Malt Beverage License and "Class B" Intoxicating Liquor License for VIP Daiquiri Lounge, LLC, (DBA VIP Daiquiri Lounge LLC), 308 Main Ave. Submitted by VIP Daiquiri Lounge, LLC; Agent Trenell Webb, De Pere, WI.
9. Resolution #21-72 Regarding a Vacation of a Portion of a Public Thoroughfare (Right-of-Way at the 100-200 Block of Reid Street (Adjacent to Parcels WD-934, WD-936, WD-941, WD-942, WD-945, WD-945-1, WD-949-1, WD-950, WD-951, WD-952, WD-954) - Refer to Public Hearing.
10. Resolution #21-73 Authorizing Agreement Between the City of De Pere and Office Harmony LLC for the Redevelopment of Certain Property Within Tax Increment Financing District No. 7 (Parcel ED-1067).
11. Resolution #21-74 Authorizing Assignment and Consent to Assignment Between the City of De Pere, 301 North Broadway LLC and BEEKOZ, LLC (Reciprocal Parking Lot Use Agreement - Voyageur Lot Between William and Cass Streets).
12. Resolution #21-75 Authorizing Sponsorship Agreement with Fox Communities Credit Union for Holiday Light Event at Voyageur Park.
13. Resolution #21-76 Approving Participation in the Fox-Wolf Watershed Alliance Adopt-a-Launch Program.
14. Voucher approval.
15. Future agenda items.
16. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Ahmed T & Alissa R Chahdi
Benjamin D & Stacey M Klemp
Brett T & Jennifer L Arves
Chifest Properties De Pere LLC
Christopher M & Roxanne Knight
Darold R Bringe
David E & Linda J Olson
David J & Sally A Bjork
DDH LLC

Dean G & Michele A Rhodes
Douglas K & Lisa T Bergan
Encompass Child Care Inc
Gary L & Diane L Tranberg
Harper Corporation of America
Humana Insurance Company
IPC Properties LLC
James D & Robin M Boyea
Jesse A & Lori J Reckelberg
John F & Beth A Holewinski
John W & Susan M McMorrow
K&KW LLC
Kenneth G & Danielle L Marvenko
Kolb Steven J & Alice M Revocable Trust
Lawrence Drive Properties LLC
Linda L Keegan
Linda M Allie
Lost Dauphin Properties LLC
Michelle L Schadrie, Etal
Paul R & Leah M Thomson
Piontek Guy P & Jane Mary L Revocable Trust
Raythern Thao
Rohde Kevin J Revocable Trust of 2017
Ruthanne E Dahlke, Etal
Saint Mark Evangelical Lutheran Church
Schneider Joseph M & Lauri J Revocable Trust
Timothy J & Michelle L Stevens
V H C Inc
West De Pere Clinic LLC
William F Donart
Wisconsin Employers Insurance Co
Saint Norbert College Inc
Medical College of Wisconsin Inc
Steven M Bieda, PLS Mau & Associates LLP
Maxwell Brice, Max Brice Construction LLC
David Nalepka, St. Norbert College
Autumn Anfang, St. Norbert College
Patricia Dart, St. Norbert College
Adam Kersten, Kersten Realty
Tim Besaw, Besaw & Associates Realty
Attorney Mark A Bartels, One Law Group, S.C.
Pradip Patel, Reid St Mobil
Trenell Webb, VIP Daiquiri Lounge
Karen Classen, SKB Management

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 6, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the June 15, 2021 Common Council meeting.**

ATTACHMENTS:

- 6-15-21 Common Council Minutes_Draft (PDF)

DE PERE

Common Council

Regular Meeting

335 South Broadway
De Pere, WI 54115
https://www.deperewi.gov/

Draft Minutes

Tuesday, June 15, 2021 **7:30 PM** **Council Chambers and Virtual**

1. Call to Order. The meeting was called to order at 7:30 PM by Mayor James Boyd.

Attendee Name	Title	Status	Arrived
Dan Carpenter	Alderperson	Present	
Mike Eserkaln	Alderperson	Present	
Jonathon Hansen	Alderperson	Present	
Amy Chandik Kundinger	Alderperson	Present	
Shana Defnet Ledvina	Alderperson	Present	
John Quigley	Alderperson	Present	
Dean Raasch	Alderperson	Present	
Kelly Ruh	Alderperson	Present	
James Boyd	Mayor	Present	

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the June 1, 2021 Common Council meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

4. Public Hearing on a request for a conditional use permit for part of Parcel WD-1047, at 2077 Lawrence Drive.

A. Notice of Public Hearing.

City Clerk Carey Danen reported that the notice of public hearing was published in the Green Bay Press-Gazette on May 31 and June 7, 2021.

B. Recommendation from the Plan Commission.

Development Services Director Dan Lindstrom reviewed the request. Mayor Boyd declared the public hearing open; no one wished to speak so he then declared the public hearing closed.

C. Resolution #21-63 Authorizing and Approving a Conditional Use Permit (Parcel WD-1047; 2077 Lawrence Drive).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

5. Public comment upon matters not on the agenda.

None.

6. Proclamation dedicating and renaming City location in honor of former Mayor Michael J. Walsh.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

7. Recommendation from the Sustainability Commission to approve Farmer's Market Booth Proposal.

Alderperson Hansen thanked Commissioner Renee Gasch for her work with Definitely De Pere in organizing this initiative.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

8. Recommendation from Finance/Personnel Committee to Approve Changes to Seasonal/Part-time Employee Wages.

Alderperson Hansen asked if staff is confident that these higher wages are sufficient to attract the employees needed for seasonal positions. Human Resources Director Shannon Metzler said that staff polled various communities to make sure the City stays competitive. She noted that they are asking for approval to make changes as needed as part of this request; if they are having trouble filling a position they would have discretion to increase it. Alderperson Hansen asked if there are reserves in the budget to cover the increased wages, or if the City will need to budget more next year. Shannon stated that any approved increases will be budgeted for in 2022.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

9. Recommendation from the Board of Public Works to approve Project Approach and Timeline for Gap Sidewalk Installation with exception granted to Lot 42 of Pine Trail Crossing (2562 E. Scarlet Oak Cir).

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

10. Recommendation of Board of Public Works to Approve Definitely De Pere's Request to Waive Public Works Fees Downtown Special Events Including: Farmer's Market, Art Walk, East/West Music Series, Food Truck Rally, Doggie Block Pawty and Holly Day.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

11. Recommendation from the Board of Public Works to approve inclusion of Pedestrian and Bike Facilities for the Southern Bridge Corridor Design.

Alderperson Carpenter pointed out that this approval request is simply for the County to pursue the inclusion of these facilities, because costs are not known yet.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Mike Eserkaln, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

12. Recommendation from the License Committee on an application for a premises description change submitted by La Vie Boheme.

Alderperson Carpenter expressed his appreciation for the detailed maps the applicant provided to describe the sidewalk cafe expansion, and suggested that it would be a good guideline for future applicants.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

13. Recommendation from the License Committee on the application for a Special Permit allowing consumption of alcohol beverages on public ways. Submitted by Definitely De Pere for the EastWest Music Series on Friday, June 25, July 23 and August 27 from 5:00pm to 9:00 pm.

Alderperson Carpenter inquired why the event is scheduled on the same nights, instead of alternating activities on each side of the river. City Administrator Larry Delo did not know, other than that Definitely De Pere wanted to provide activity to serve businesses

on both sides of the downtown. He stated that he will provide further information in an upcoming Friday Memo.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	John Quigley, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

14. Recommendation from the License Committee on the renewal applications for the licensing period of July 1, 2021 to June 30, 2022.

A. Class "A" Fermented Malt Beverage & "Class A" Intoxicating Liquor License.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Kelly Ruh, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

B. Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor Licenses.

Alderperson Carpenter moved, seconded by Alderperson Eserkaln to approve all applications with the following contingencies: application #1 for Baffidilucio must provide a more specific description of the premises; application #3 for Eat30 Cafe must complete question C3; application #4 for Strada Pizzeria must complete question C7; and application #5 for ReDesign & Consign must complete question C8.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Mike Eserkaln, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

15. Ordinance #21-13 Amending Section 106-6(b)(2)B De Pere Municipal Code Regarding Sidewalk Cafe Permits.

A revised ordinance with redline changes was distributed at the meeting, and has been attached to these minutes as Exhibit A. City Attorney Judy Schmidt-Lehman explained that since the agenda was published, staff made a couple of minor language updates to the ordinance. The final sentence states that an exemption allowing outside furniture storage shall not be approved in an area where the City has invested in beautification efforts. Discussion followed.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

16. Resolution #21-61 Authorizing Agreement for the Conveyance of Real Property By and Between the City Of De Pere and Scannell Development Company III, Inc. - referred back to staff on May 18, 2021.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

17. Resolution #21-64 Authorizing Agreement for Consulting Services Between the City of De Pere and Ruekert & Mielke, Inc. (Sanitary Sewer Smoke Testing).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

18. Resolution #21-65 Authorizing Agreement for Contractor Services Between the City of De Pere and Suburban Wildlife Solutions, LLC (Storm Water Detention Pond Trapping Services).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

19. Resolution #21-66 Approving Compliance Maintenance Annual Report for Wastewater Collection System.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

20. Resolution #21-67 Approving Reclassification of Office Assistant Positions to Administrative Assistants and Adjustment to Compensation Plan Grade Level.

Human Resources Director Shannon Metzler distributed a memo at the meeting regarding a correction to this item, explaining that one position was not identified in the request. The memo has been attached to these minutes as Exhibit B.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Kelly Ruh, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

21. Resolution #21-68 Approving Purchase of Online Safety Data Sheet Management Services of Kelleher, Helmrich and Associates, Inc.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Kelly Ruh, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

22. Resolution #21-69 Awarding Official City Newspaper Contract.

Alderperson Carpenter inquired how publication deadlines are handled when they fall near holidays. City Administrator Larry Delo will find out and inform Council members in the next Friday Memo.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Kelly Ruh, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

23. Resolution #21-70 Adopting Brown County All Hazards Mitigation Plan.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

24. Resolution #21-71 Authorizing Agreement for Consulting Services Between City of De Pere and Vierbicher Associates, Inc. (Community Development Block Grant Special Project Grant Program).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Quigley, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

25. Consideration and possible action on Community Service Grant applications from the Master Gardeners of Brown County and the Health and Wellness Committee (Resurrection Parish).

Alderperson Ledvina moved, seconded by Alderperson Kundinger to award $300 to each applicant. Alderperson Hansen asked if these were the only applicants, and why only half of the budgeted amount is being awarded. City Clerk Carey Danen explained that applications are solicited twice a year, and are presented at the second Council meetings in June and July. Council has traditionally awarded half of the budgeted amount at each meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

26. Voucher approval.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

27. Future agenda items.

None.

28. Consideration and Possible Action on Proposed Settlement of Cornerstone Pavers, LLC v. Relyco, Inc., Carew Concrete & Supply Co., Inc. and the City of De Pere; Brown County Case No. 2017 CV 1034.

Alderperson Carpenter moved, seconded by Alderperson Raasch to approve the settlement proposal.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

29. Adjournment.

Alderperson Kundinger moved, seconded by Alderperson Hansen to adjourn the meeting at 8:09 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

June 15, 2021 Common Council Minutes
Exhibit A

ORDINANCE #21-13

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

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

SECTION 1. Section 106-6(b)(2)B is hereby amended by repealing subsection a. under i. Definitions, and replacing it with:

a. Sidewalk café shall mean any group of tables, chairs, benches, or partitions maintained upon the City's right-of-way or public sidewalks and walkways for use directly adjacent to an establishment with a valid restaurant license.

SECTION 2. Section 106-6(b)(2)B is hereby amended by repealing subsection b. under ii. Sidewalk café permit, and replacing it with:

Outdoor furniture and equipment.

1. All tables, chairs and other materials and equipment placed on the permitted area for operation of the sidewalk café shall be portable and shall not be permanently affixed to the surface of the permitted area.

2. All outdoor furniture and equipment shall be removed from the permitted area before the close of business and not returned to the permitted area until the usual and customary opening of the sidewalk café each day. A permit applicant may request to be exempt from this section, which must be indicated on the permit application. Such requests are subject to the approval of the director of public works and the director of development services or their designees. If the request is approved, all furniture and equipment left outside overnight shall be stacked and secured in a single location against the permittee's building in a manner that prevents the furniture and equipment from being removed from the permitted area. An exemption shall not be approved under this section if requested in an area where the City has invested in beautification efforts.

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

June 15, 2021 Common Council Minutes
Exhibit A

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of June, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Committee Review: 06/07/2021
Publication Date: _____

Redlined revisions to café permit regarding outdoor furniture and equipment – UPDATED as of 6/15/21

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

i. Definitions:

a. *Sidewalk café* shall mean any group of tables, chairs, benches, or partitions maintained upon the City's right-of way or public sidewalks and walkways for use directly ~~in front of~~ adjacent to an establishment with a valid restaurant license.

b. *Class B license* shall mean such alcohol beverage license as is issued by the common council allowing the sale and consumption of alcohol beverages on a licensed premises.

ii. Sidewalk café permit:

a. Any sidewalk café permit applicant seeking to serve alcohol beverages in the sidewalk café shall make separate application to amend the applicant's "Class B" license to conform with the location of the sidewalk café.

b. ~~All tables, chairs and other materials and equipment placed out on the sidewalk for operation of the sidewalk café shall be removed from the site before the close of business and not returned to the sidewalk area until the usual and customary opening of the sidewalk café each day.~~

Outdoor furniture and equipment.

1. All tables, chairs and other materials and equipment placed on the permitted area for operation of the sidewalk café shall be portable and shall not be permanently affixed to the surface of the permitted area.

2. All outdoor furniture and equipment shall be removed from the permitted area before the close of business and not returned to the permitted area until the usual and customary opening of the sidewalk café each day. A permit applicant may request to be exempt from this section, which must be indicated on the permit application. Such requests are subject to the approval of the director of public works and the director of development services or their designees. If the request is approved, all furniture and equipment left outside overnight shall be stacked and secured in a single location against the permittee's building in a manner that prevents the furniture and equipment from being removed from the permitted area. An exemption shall not be approved under this section if requested in an area where the City has invested in beautification efforts.

CITY OF DE PERE
MEMO

To: City Council

From: Shannon Metzler, Human Resources Director

Date: June 15, 2021

RE: Correction to Agenda Item Recommendation to Reclassify Office Assistants to Administrative Assistant and Increase One Pay Grade Level

We had one Office Assistant position formally studied by our compensation consultant and they recommended the position be reclassified to Administrative Assistant. We did not bring that position reclassification formally forward for approval yet and missed including that position in the number count that went forward to Finance/Personnel Committee. Including the position that was recommended to be reclassified by the compensation consultant, there are four departments with Office Assistants (5 total employees). The impact to this year's budget to move the five employees to the Administrative Assistant pay grade effective July 1, 2021 is $2,650 versus $2,400.

Thank you.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 6, 2021**
DEPARTMENT:	**Plan Commission**
FROM:	**Daniel Lindstrom**
SUBJECT:	**C. Ordinance #21-14 Adopting Amendment to the 2010 Update of the City of De Pere Comprehensive Plan.**

On May 24, 2021 Plan Commission unanimously recommended approval of the request to amend the 2010 City of De Pere Comprehensive Plan Update to change the Future Land Use Map (Figure 2-6) for lands generally located between the west side of the 1800 to 2000 Blocks of Lawrence DR from 'Business Park' and 'Parks and Recreation' to a mixture of 'Business Park', 'Neighborhood Residential (including Multi-Family Residential)', and 'Multi-Family Residential'.

The Plan Commission heard from Stacey and Benjamin Klemp, owners of 2042 LAWRENCE DR in opposition to the loss of privately open space, trees buffer, and for the loss of the leased park space. Additional follow up emails are also included in this agenda packet.

Since the Plan Commission meeting staff received an additional statement in opposition from the following parties:

David and Linda Olson, property owner of 1553 WILD ROSE DR regarding the loss of open space and concerns for traffic. (email in agenda packet);

Lost Dauphin Properties LLC and LD Properties II LLC (Commercial Horizons) for multi-family uses close to the commercial uses to the north opposite 'The Preserve'. They recommended placing multi-family uses south of Employers BL by other residential and keep the north side for commercial. (email in agenda packet); and

Darold Bringe, property owner of 1522 WILD ROSE DR, regarding the loss of open space and concern the multi-family uses would devalue the neighboring single-family property values (phone call).

The Plan Commission voted to recommend approval of the amendment and passed resolution PC 21-02.

ATTACHMENTS:

- Public Hearing Notice_Comp Plan Amendment_Jul 2021 (PDF)
- Ord21-14 (PDF)
- Reso #PC 21-02 (DOCX)
- 3_Proposed Comp Plan Map Changes (Combined Map) (PDF)
- Preserve Development LLC - Comprehensive Plan Amendment Request Staff Report 05242021 (PDF)

- Preserve Development LOI - Comp Plan Amendment (PDF)
- Ltr- Humana Re City of De Pere Notice (PDF)
- Opposition to Humana Campus Comprehensive Plan Amendment (PDF)

Mail to:

Town of Lawrence
Town of Ledgeview
Town of Rockland
Village of Allouez
Village of Ashwaubenon
Village of Bellevue
Unified School District of De Pere
West De Pere School District

Publish: June 2, 2021 in the Green Bay Press-Gazette (Class 1 Notice – 30 Day)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, July 6, 2021** at 7:35 PM or as soon thereafter as can be heard by the Common Council of the City of De Pere, a public hearing will be held to act on a request to amend the 2010 City of De Pere Comprehensive Plan Update for the following property - Parcels WD-D0031, WD-364-D-502, WD-364-D-502-2, WD-364-D-502-3, WD-D0034, and WD-D0035 generally located between the west side of the 1800 and 2000 Blocks of Lawrence DR.

The request was made by Preserve Development, LLC with consent of property owners Humana Insurance Company and Wisconsin Employers Insurance Co. The applicant submitted an application to change the Future Land Uses (Figure 2-6) from "Business Park" to a mixture of "Business Park" "Neighborhood Residential (including Multi-Family)" and "Multi-Family Residential" between the west side of 1800 and 2000 blocks of Lawrence DR. The proposed amendment would allow for a future rezoning for a proposed future mixed-use commercial and residential neighborhood.

The public may attend the meeting either in person in the Council Chambers or electronically. Electronic or telephonic access to the meeting is below:
Computer/smart phone accessing https://www.gotomeet.me/DePere OR dial by phone: United States (Toll Free): 1-866 899-4679 United States: +1 (312) 757-3117 Access Code: 154-883-285.

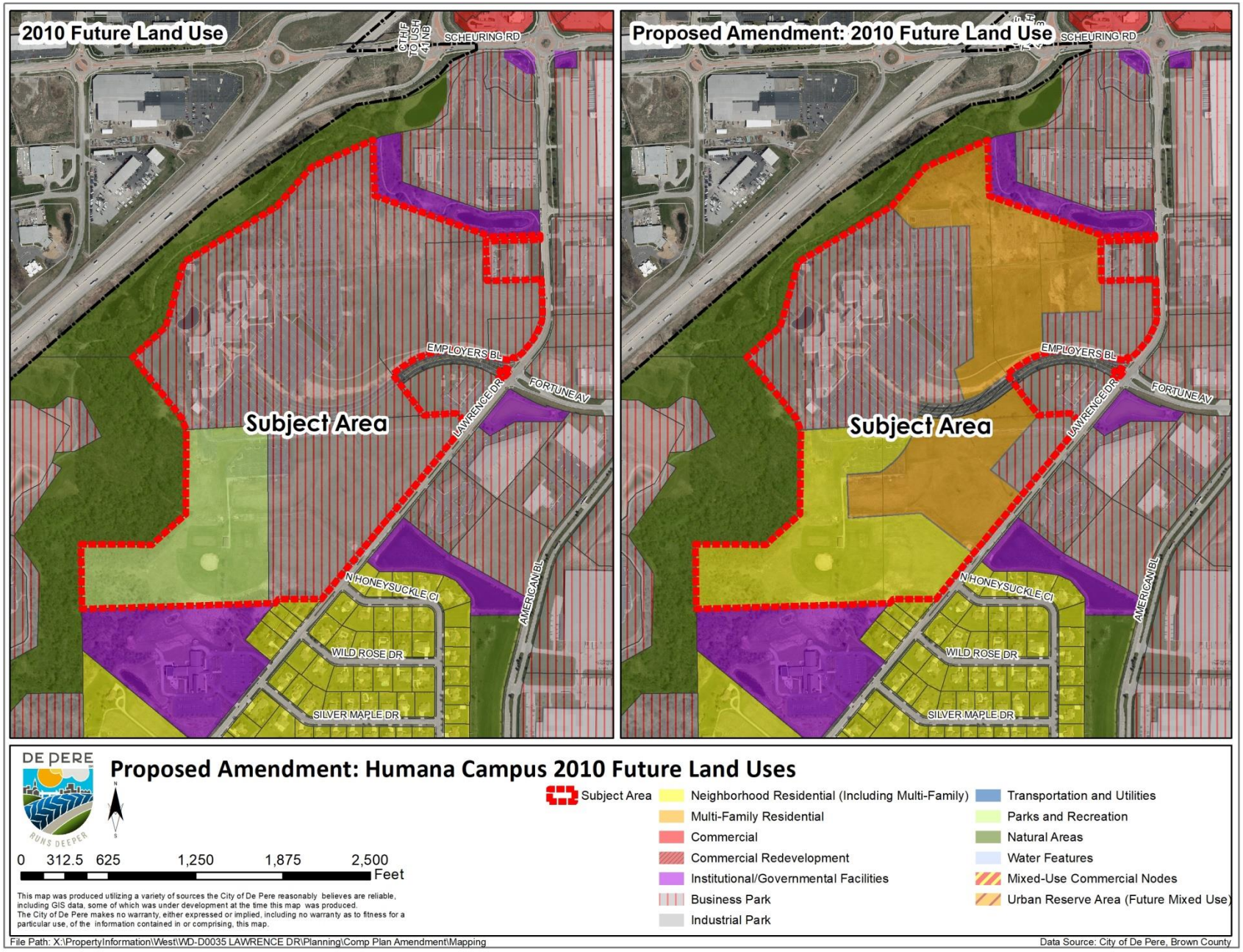
Public comments will be invited at the public hearing. Written comments can also be submitted to City of De Pere Development Services Department, Attn: Daniel Lindstrom, 335 S Broadway ST, De Pere WI 54115. A detailed image depicting the proposed amendment area is available in the City of De Pere Development Services Department. For the map or additional information, contact Daniel Lindstrom at (920) 339-2370 or dlindstrom@deperewi.gov.

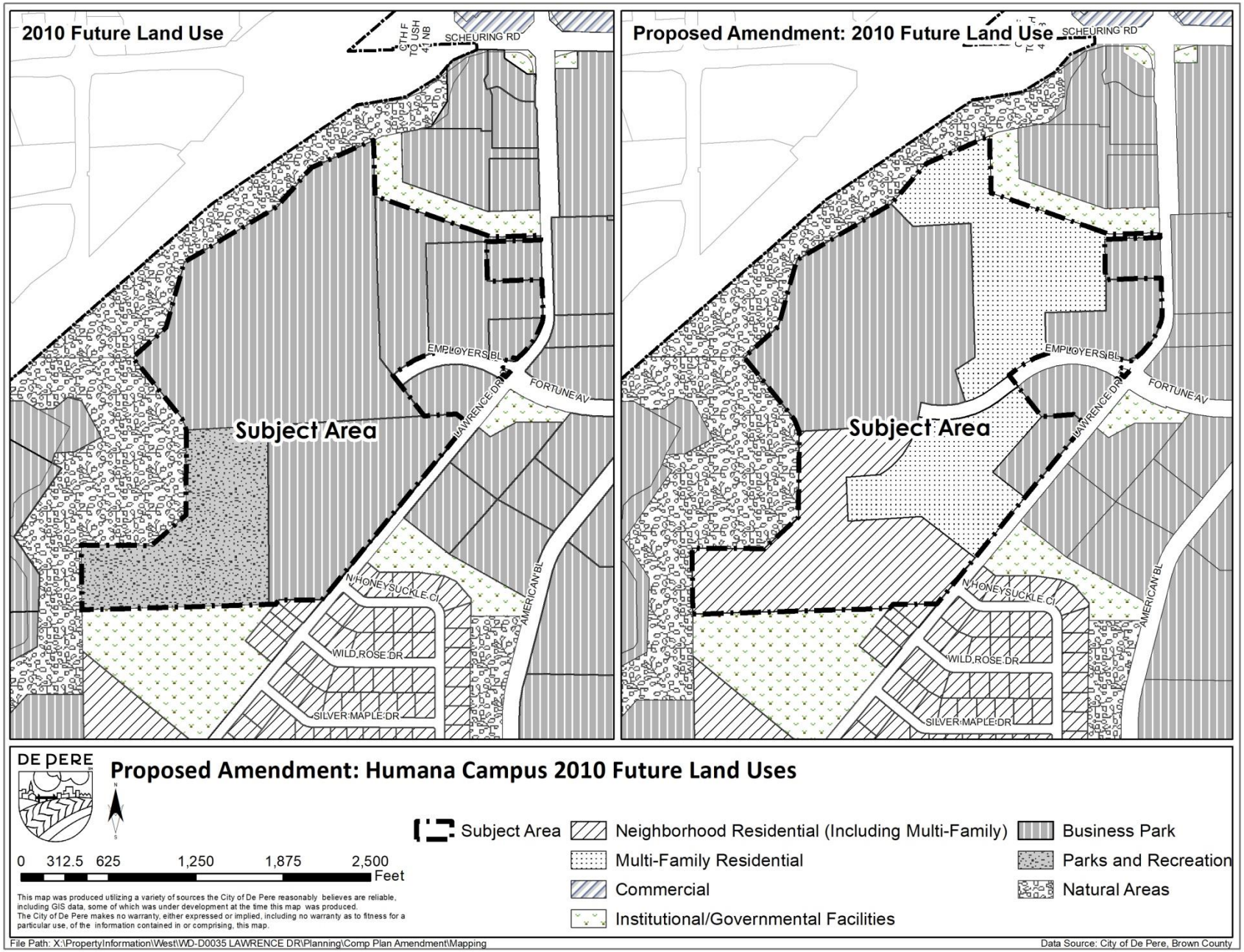
Dated this 2nd day of June, 2021.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk


2010 Future Land Use
Proposed Amendment: 2010 Future Land Use
SCHEURING RD
EMPLOYERS BL
LAWRENCE DR
FORTUNE AV
Subject Area
N HONEYSUCKLE CI
AMERICAN BL
WILD ROSE DR
SILVER MAPLE DR
DE PERE
RUNS DEEPER
Proposed Amendment: Humana Campus 2010 Future Land Uses
0 312.5 625 1,250 1,875 2,500
Feet
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.
Subject Area
Neighborhood Residential (Including Multi-Family)
Multi-Family Residential
Commercial
Commercial Redevelopment
Institutional/Governmental Facilities
Business Park
Industrial Park
Transportation and Utilities
Parks and Recreation
Natural Areas
Water Features
Mixed-Use Commercial Nodes
Urban Reserve Area (Future Mixed Use)
File Path: X:\PropertyInformation\West\WD-D0035 LAWRENCE DR\Planning\Comp Plan Amendment\Mapping
Data Source: City of De Pere, Brown County


2010 Future Land Use
Proposed Amendment: 2010 Future Land Use
SCHEURING RD
EMPLOYERS BL
LAWRENCE DR
FORTUNE AV
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Feet
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File Path: X:\PropertyInformation\West\WD-D0035 LAWRENCE DR\Planning\Comp Plan Amendment\Mapping
Data Source: City of De Pere, Brown County

ORDINANCE #21-14

ADOPTING AMENDMENT TO THE 2010 UPDATE OF THE
CITY OF DE PERE COMPREHENSIVE PLAN

WHEREAS, the City of De Pere is authorized to amend its comprehensive plan under the procedures set forth in Wis. Stats. § 66.1001(4); and

WHEREAS, the City Plan Commission adopted Resolution PC #21-02 (attached and incorporated as Exhibit A) recommending amendment of the 2010 Update of the City Comprehensive Plan to change the Future Land Use (Figure 2-6) for lands generally located between the west side of the 1800 to 200 blocks of Lawrence Drive (Parcels WD-D0031, WD-364-D-502, WD-364-D-502, WD-364-D-502-2, WD-364-D-502-3, WD-D0034 and WD-D0035) from "Business Park" and "Parks and Recreation" to a mixture of "Business Park," "Neighborhood Residential (Including Multi-Family)" and "Multi-Family Residential;" and

WHEREAS, the Common Council, having scheduled a public hearing thereon to be decided by the Common Council; and

WHEREAS, the City Clerk, having published a Class 1 Notice of Public Hearing regarding such proposed comprehensive plan amendment, a public hearing having been held on the 6th day of July, 2021 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys.

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

Section 1. Upon the recommendation of the City Plan Commission and its findings as established in Exhibit A, the 2010 Comprehensive Plan Update is hereby amended by revising the Future Land Use (Figure 2-6) for lands generally located between the west side of the 1800 to 200 blocks of Lawrence Drive (Parcels WD-D0031, WD-364-D-502, WD-364-D-502, WD-364-D-502-2, WD-364-D-502-3, WD-D0034 and WD-D0035) from "Business Park" and "Parks and Recreation" to a mixture of "Business Park," "Neighborhood Residential (Including Multi-Family)" and "Multi-Family Residential.

Section 2. All other references in the 2010 Comprehensive Plan Update to Future Land Uses pertaining to said property or to Figure 2-6 are likewise amended as provided herein.

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

Section 4. This ordinance shall take effect upon and after passage by a majority vote of the members of the Common Council and upon publication required by law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of July, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Committee Meeting: 5/24/2021
Date of publication: _____

PLAN COMMISSION
RESOLUTION #PC 21-02

RECOMMENDING AMENDMENT OF THE 2010 CITY OF DE PERE
COMPREHENSIVE PLAN UPDATE

WHEREAS, the City Plan Commission and Common Council approved the 2010 Comprehensive Plan Update in June/July 2010;

WHEREAS, Wis. Stats. §66.1001(4) establishes procedures by which a Comprehensive Plan may be amended; and

WHEREAS, the City has received a request (petition) to amend the *Land-Use element* of the 2010 Comprehensive Plan Update by changing the Future Land Use (Figure 2-6) for lands generally located between the west side of the 1800 to 2000 blocks of Lawrence DR from 'Business Park' and 'Parks and Recreation' to a mixture of 'Business Park', 'Neighborhood Residential (Including Multi-Family)' and 'Multi-Family Residential' (Parcels WD-D0031, WD-364-D-502, WD-364-D-502-2, WD-364-D-502-3, WD-D0034, and WD-D0035); and

WHEREAS, a meeting for the public on the request was held by the Plan Commission on May 24, 2021, to obtain input from the public and for the applicant to answer questions concerning the request; and

WHEREAS, the Plan Commission, having heard from the applicant, city planning staff, and the public, and having reviewed existing and proposed land use maps of the parcels subject to the petition and the parcels adjacent to and in the vicinity thereof, wishes to recommend approval of the request to amend the 2010 Comprehensive Plan Update.

NOW THEREFORE, BE IT RESOLVED THAT:

The City Plan Commission finds and determines that the requested amendment to the 2010 Comprehensive Plan Update is compatible with existing land uses adjacent to Parcels WD-D0031, WD-364-D-502, WD-364-D-502-2, WD-364-D-502-3, WD-D0034, and WD-D0035 and therefore the requested amendment is consistent with the *Land-use element* of the 2010 Comprehensive Plan Update.

BE IT FURTHER RESOLVED THAT:

The Plan Commission recommends to the De Pere Common Council that the 2010 Comprehensive Plan Update *Land-Use element* be amended by changing the Future Land Use (Figure 2-6) for lands generally located between the west side of the 1800 to 2000 blocks of Lawrence DR from 'Business Park' and 'Parks and Recreation' to a mixture of 'Business Park', 'Neighborhood Residential' and 'Multi-Family Residential' (Parcels WD-D0031, WD-364-D-502, WD-364-D-502-2, WD-364-D-502-3, WD-D0034, and WD-D0035), hereby incorporated as Exhibit A.

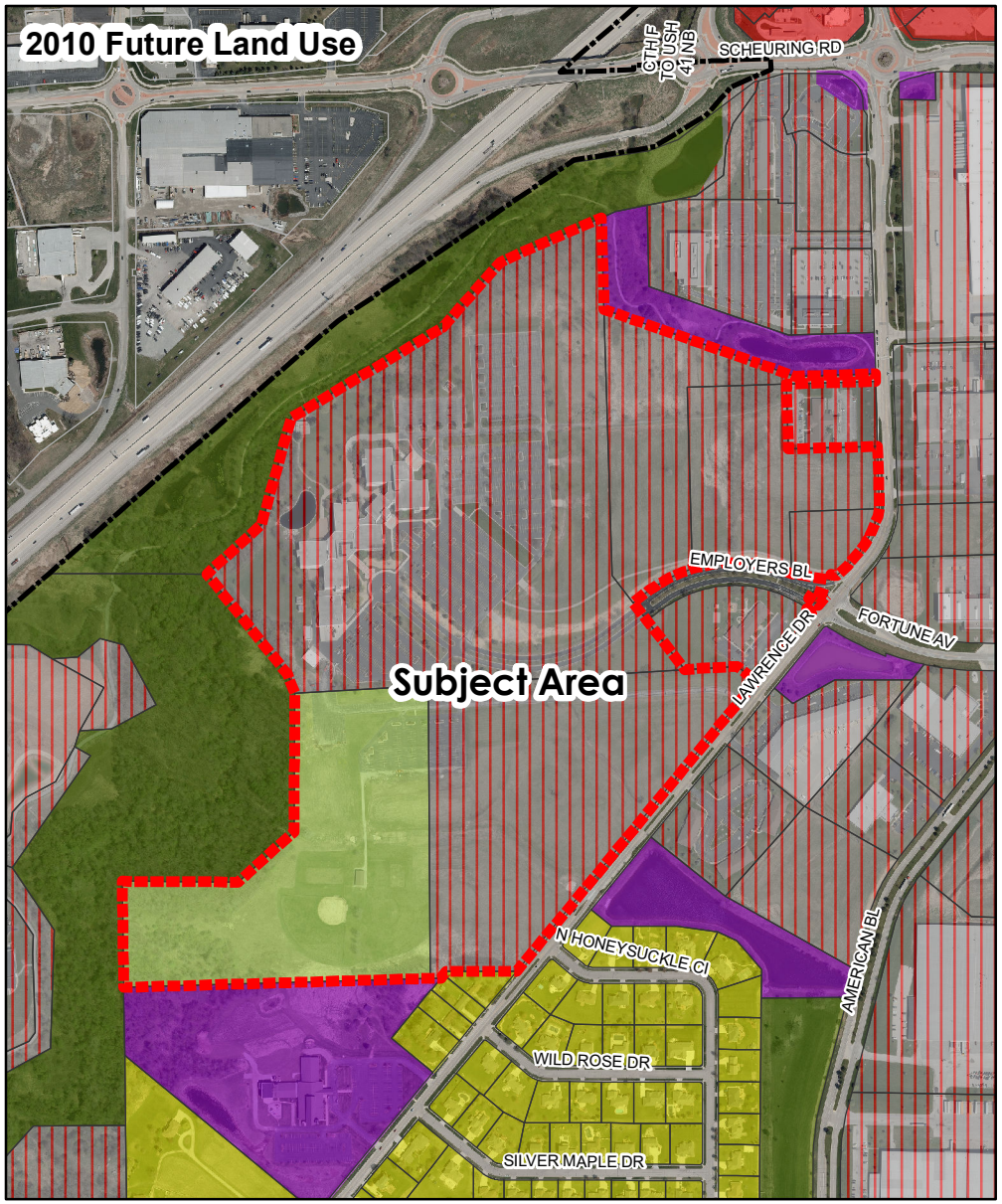
Adopted by the Plan Commission of the City of De Pere, Wisconsin, this 24th day of May, 2021.

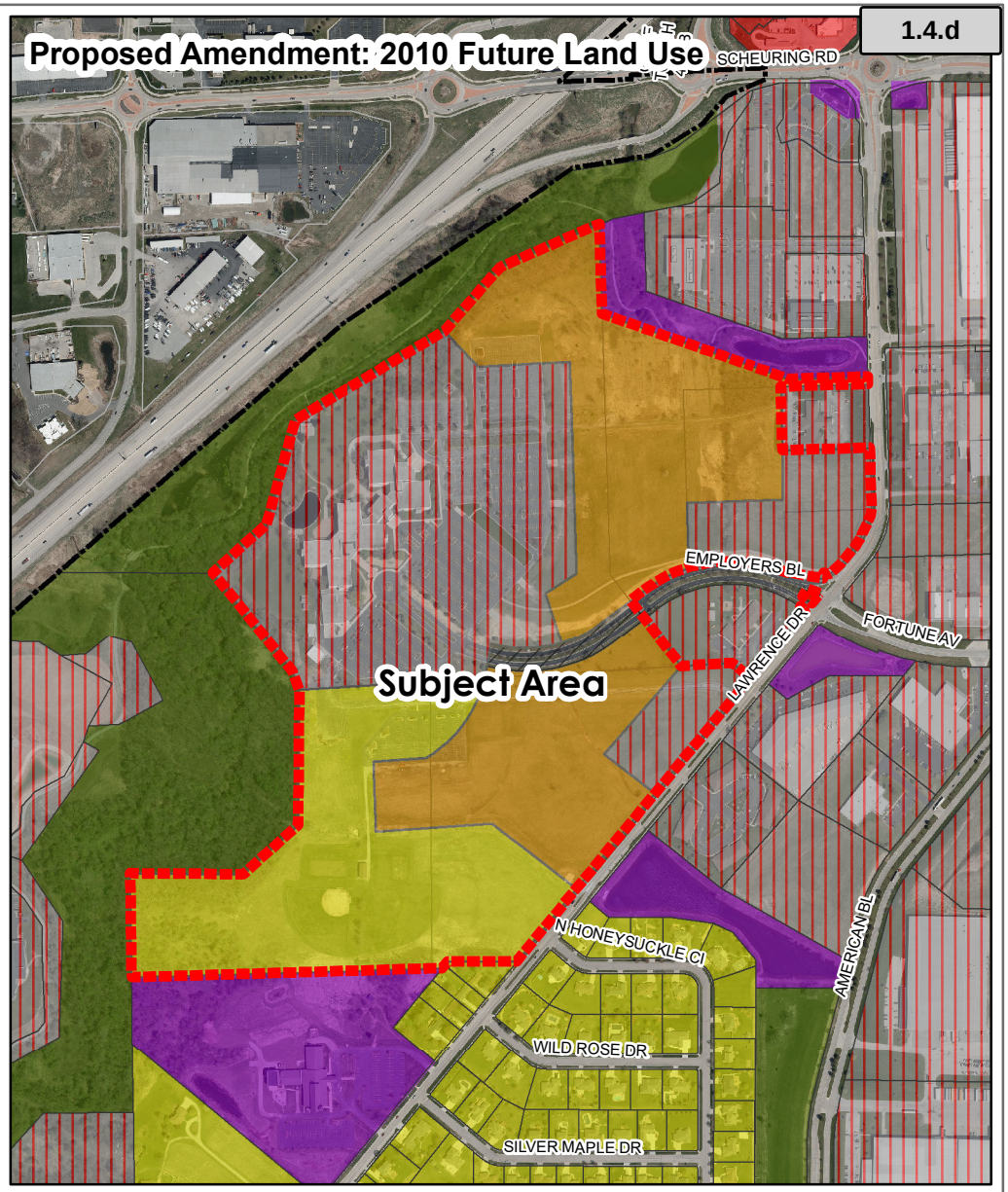
APPROVED:

_____
James G. Boyd, Mayor
Chair, Plan Commission

Ayes: _____

Nays: _____





DE PERE
RUNS DEEPER

Proposed Amendment: Humana Campus 2010 Future Land Uses

0 312.5 625 1,250 1,875 2,500 Feet

- Subject Area
- Neighborhood Residential (Including Multi-Family)
- Multi-Family Residential
- Commercial
- Commercial Redevelopment
- Institutional/Governmental Facilities
- Business Park
- Industrial Park
- Transportation and Utilities
- Parks and Recreation
- Natural Areas
- Water Features
- Mixed-Use Commercial Nodes
- Urban Reserve Area (Future Mixed Use)

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.
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File Path: X:\PropertyInformation\West\WD-D0035 LAWRENCE DR\Planning\Comp Plan Amendment\Mapping

Data Source

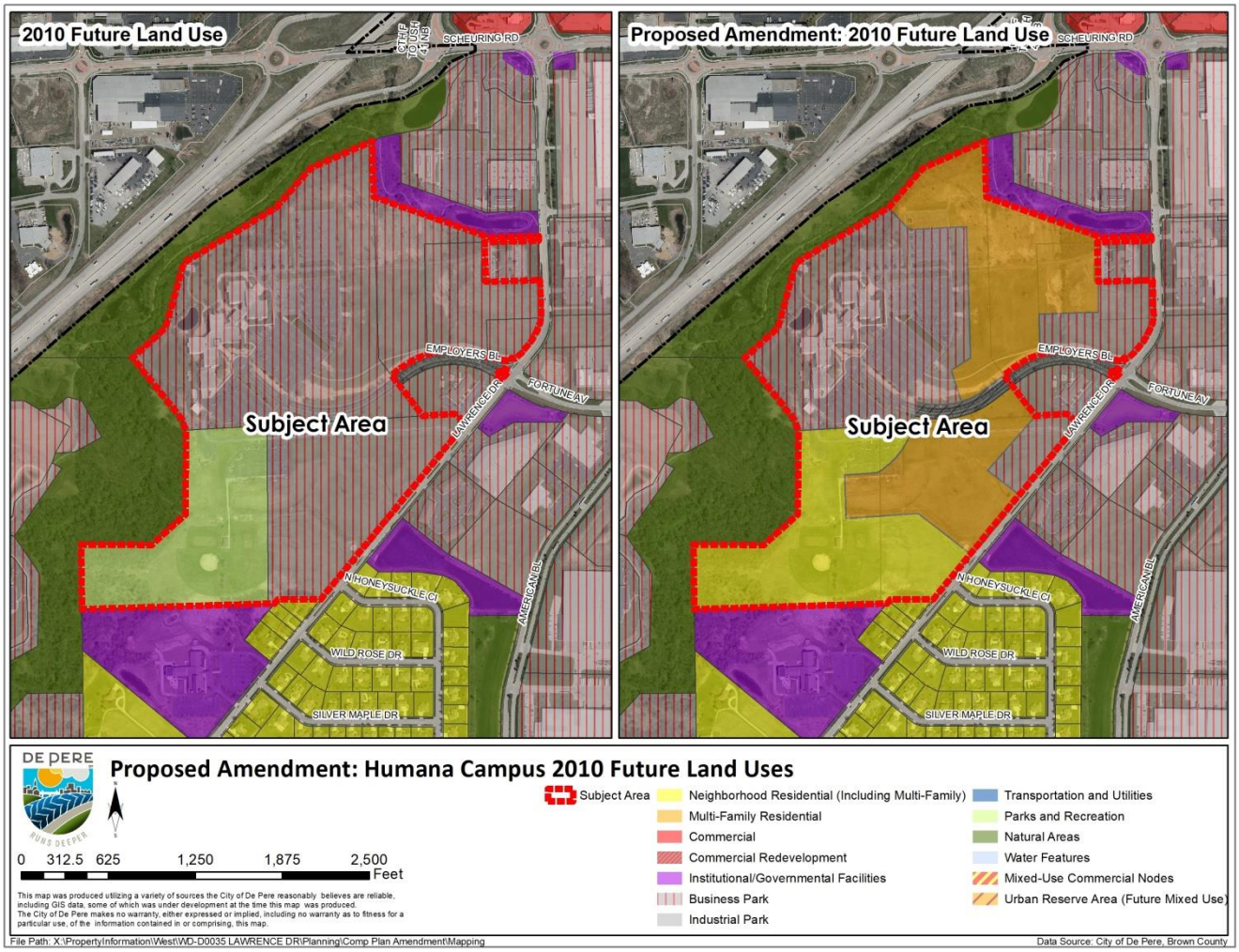
Item 4: **Consideration and possible action regarding a proposed amendment to the 2010 City of De Pere Comprehensive Plan Update to change the Future Land Uses Map (Figure 2-6) from lands generally located between the west side of the 1800 to 2000 blocks of Lawrence DR from 'Business Park' and 'Parks and Recreation' to a mixture of 'Business Park', 'Neighborhood Residential (Including Multi-Family)', and 'Multi-Family Residential' (Parcels WD-D0031, WD-364-D-502, WD-364-D-502-2, WD-364-D-502-3, WD-D0034, and WD-D0035).**

SITE MAP



REQUESTED ACTION: Amendment to the 2010 City of De Pere Comprehensive Plan.

The requested action is to change the Future Land Use (Figure 2-6) from 'Business Park' and 'Parks and Recreation' to a mixture of 'Business Park', 'Neighborhood Residential (Including Multi-Family)', and 'Multi-Family Residential' between the west side of 1800 and 2000 blocks of Lawrence DR. The proposed amendment would allow for a future rezoning for a proposed future mixed-use commercial and residential neighborhood.



GENERAL DESCRIPTION: West side of 1800 and 2000 blocks of Lawrence DR

PARCEL NUMBER(S):
WD-D0031
WD-364-D-502
WD-364-D-502-2
WD-364-D-502-3
WD-D0034
WD-D0035

EXISTING ZONING: C-EO (Corporate Executive Office) and
C-EO (Corporate Executive Office) with a PDD Overlay

SURROUNDING LAND USES: North – Recreational trail (C-EO), and office (C-EO with PDD)
South – Church and single-family residential (R-1)
East – Neighborhood Commercial/Business Park (I-B-1) and residential (R-1)
West – Recreational trail (C-EO), and office (C-EO with PDD)

COMPREHENSIVE PLAN Business Park and Parks and Recreation (2010)

FUTURE LAND USE MAP: Business Park and Parks and Recreation (2004 FYI only)
Industrial Park, Business Park, and Parks and Recreation (2000 FYI only)

APPLICANT / OWNER:

Preserve Development, LLC
Attorney Ryan D Krumrie
Authorized Representative
200 South Washington Street, Suite 200
Green Bay, WI 54301

Humana Insurance Company &
Wisconsin Employers Insurance Co
Property Owner(s)
PO BOX 740026
Louisville, KY 40201-7426

SITE HISTORY: The parcel was used for agricultural purposes until the office complex was developed in the early 1980s. The office complex nearly doubled in size to the current configuration in the late 1980s.

In 2000, the City approved a Planned Development District for a small office center at the NW corner of Employers BLVD and Lawrence DR. Shortly after, the City approved a Precise Implementation Plan for the 12,000 square foot Bellin Health De Pere West Clinic. In 2011 and 2012, the Plan Commission and Common Council approved an amendment to the Precise Implementation Plan to add a 6,200 square foot addition to the Clinic. The two other parcels in the PDD remain undeveloped and owned by Humana Insurance Company.

In total, there are approximately 80 acres of undeveloped land. The undeveloped calculation includes the Humana Sports Complex. In December 2000, the City entered into a lease agreement with Humana to lease 22 acres of open space for a period of seven years. Since 2008, the City enters into annual or biannual leases with Humana for the use of the park. The Common Council approved the tenth amendment to the lease in July of 2020. The current lease is set to expire in October. Per the lease agreement, both parties can terminate the lease with a 30-day notice. The Parks and Recreation Department has been made aware of the request and understands that development could occur at any time per the agreement. The development group verbally stated a willingness to work with the Parks and Recreation Department to make improvements to other local parks to help offset the loss. It is noted that their willingness to assist cannot be a condition of approval or the future land use or any future rezonings.

STAFF REVIEW: The City Development Services Department staff does not make a direct recommendation for petitioner requests to amend the Comprehensive Plan as the Plan was a document prepared with public input and approved by the Plan Commission and Common Council. Rather, the staff review includes a summary of information submitted by the petitioner regarding the request, research regarding past actions on or near the property, and information and reactions provided by the public. It is also the intent of the Development Services

Department to identify recommendations and directives found in various Plans and the Municipal Code. The Plan Commission and Common Council, after hearing the applicant, the public, and staff can then determine if it is in the best interest of the entire City to change the Comprehensive Plan or to continue to follow the existing recommendations.

As stated above, the site is currently zoned Corporate-Executive Office District. The purpose of this district is to provide for large-scale office development in an elite campus-type environment. This district may serve to complement industrial land uses or it can stand by itself in the form of an office park or large individual concern engaged in the office-oriented activity. Many of the permitted uses are office users like insurance carriers, security and commodity brokers, dealers, exchanges, and services, and real estate and title abstract offices. This also includes business service uses such as personnel supply services, computer programming, data processing, and other computer-related services. Possible conditional uses include, but are not limited to hotels and motels, other corporate/executive office uses, daycare centers complementary to businesses and industries located in the De Pere Business Park, and health services.

The applicant proposes to reallocate lands planned for Parks and Recreation and Business Park to a mixture of Business Park, Neighborhood Residential (Including Multi-Family), and Multi-Family Residential. Neighborhood Residential, primarily comprised of single-family homes would buffer the church and existing single-family users from the business park and potential multi-family users to the north (apartments, townhomes, condominium). The applicant also proposes to maintain the Employers BL and Lawrence Drive intersection as planned business park for future commercial uses.

Note: This petition does not include rezoning, PDD, or site plan review; amendments to the future land use map amendment shall stand on their merit.

The City's actions to inform the public about an amendment.
Below are the following steps from Municipal Code and State Statutes regarding amendments to the Comprehensive Plan:

1. *Neighborhood Notification.*
   The City sent meeting notices to property owners within 300' of the subject area parcel. The City also extended the notification boundary to include all of Wild Rose DR.

2. *Plan Commission review and possible action.*
   The Plan Commission reviews the proposed Comprehensive Plan Amendment. If the Plan Commission recommends then the process moves to the next step; moreover, the project cannot progress to the next step without an approval resolution from the Plan Commission.

3. *Class 1 -30 Day Public Hearing Notice.*
   If the Plan Commission recommends approval, staff would then publish a Class 1 (30-day) public hearing notice with a corresponding map. The notice

would be scheduled to be published on May 27, 2021 in the Green Bay Press Gazette. This provides the regional notification about a potential public hearing before Common Council on July 6, 2021.

4. *Neighboring Jurisdiction Notification Distribution.*
   The City would then mail a copy of the public hearing notice to clerks from Town of Lawrence, Town of Ledgeview, Town of Rockland, Village of Allouez, Village of Ashwaubenon, and Village of Bellevue because the communities are adjacent to the City. The City would also mail a copy of the public hearing notice to administrators from De Pere School District and West De Pere School District.

5. Public Hearing at the Common Council.
   If the Plan Commission recommends approval, the Common Council would host a public hearing on July 6, 2021 for review and final action.

Petitioner's actions to inform the public about an amendment.

While not required, the Development Services staff suggested the petitioner hold a neighborhood meeting to hear thoughts and opinions about a change to the Comprehensive Plan. Staff provided the petitioner with the mailing list the City used in our notification process.

Questions received by staff.

As of the drafting of this report, staff received inquiries from a property owner located on Lawrence DR, and a property owner on Wild Rose DR. Both neighbors expressed their disappointment and opposition to the amendment request. Staff also received an inquiry for more information from South Bridge Properties LLC and Innovation Properties Two LLC, the large commercial landowner in the South Bridge business park.

REVIEW PROCESS:

As stated above, staff does not provide a recommendation for a Comprehensive Plan. The Plan Commission reviews the petition and listens to the public comment and determines if it is in the interest of the entire City to continue to follow the Comprehensive Plan or to recommend an amendment to the Common Council. An approval recommendation is needed by both the Plan Commission and an approval decision is needed by Common Council in order for an amendment to occur. If Plan Commission recommends approval, the Plan Commission would pass the resolution included with the report. If recommended for approval by the Plan Commission, the amendment may not take effect until the Common Council enacts an ordinance adopting the proposed amendment.

The following identifies the desire of Preserve Development, LLC to formally request a comprehensive plan amendment to the areas around Lawrence Drive and Employers Blvd, City of De Pere. This request is being facilitated, as part of a pending purchase of lands, consisting of Parcels WD-D0031, WD-364-D-502, WD-364-D-502-2, WD-364-D-502-3, WD-D0034, and WD-D0035, from Humana Insurance Company and Wisconsin Employers Insurance Co.

Applicant Info:

Preserve Development, LLC

Attorney Ryan D Krumrie

Hager, Dewick & Zuengler, S.C.

rkrumrie@hdz-law.com

(920) 430-1900

200 South Washington Street, Suite 200

Green Bay, WI 54301

Landowner Info:

Humana Insurance Company and Wisconsin Employers Insurance Co.

PO Box 740026

Louisville, Kentucky 40201-7426

Project/Site Location:

Project Address/General Location

Parcel Number(s): WD-D0031, WD-364-D-502, WD-364-D-502-2, WD-364-D-502-3, WD-D0035, and WD-D0034, along the 2000 Block of 2000 Lawrence Drive.

Proposed Comprehensive Plan Amendment:

An amendment to the comprehensive plan is being requested to allow diversity in land uses within an area that is largely zoned C-EO Corporate Executive Office. As part of the proposed acquisition of the subject lands, the purchasing entity desires the opportunity to develop the property with a mixture of uses. Currently, the existing zoning and comprehensive plan supports a business type use. As illustrated on the attached exhibit, the desire is to introduce a mixture of uses, including commercial office/retail, along with a mixture of residential uses made up of low and higher densities. By creating a mixture of uses and appropriately placing them within the development lands, the area could develop cohesively into a lifestyle center where individuals have the opportunity to live and work amongst a diverse amount of housing styles and employment sectors.

This request promotes commercial type uses along Lawrence Drive and transition zones along Employers Blvd. Then, lands described as Neighborhood Residential are contemplated largely west of the commercial properties, internal to the development. This type of zoning would promote opportunities for higher density living, whether that be condos, townhomes, or apartment style living. The commitment is to bring high quality development to the area that compliments existing, as well as future development.

A more traditional single-family living unit is contemplated in Area 5 – Residential Use. Area 5 uses would buffer existing single-family development, located to the south of the property, along with those single-family properties along Honeysuckle Circle.

The objective of this comprehensive plan amendment is to share the vision of the available lands for development in this area, and gain consensus from the City that there is support for these types of land uses. By amending the comprehensive plan, thus agreeing to a modification of future land use, the buyers have increased confidence that the subsequent zoning and specific development plan requests are more likely to garner support from the City, provided they are generally in line with the land uses outlined within this request.

Exhibits:

The attached land use map identifies the mix of development types that are being requested as part of this conditional use amendment request. Also attached is the buyer's intent to request this amendment as part of the due diligence process.

John F. Hager
David P. Dewick
Matthew C. Zuengler
Ryan D. Krumrie*
Michael R. Demerath**
Nicholas J. Linz
Corey S. Tilkens
Bridget M. Erwin
Katrina E. Cox
Emily E. Ames
*Also licensed in Minnesota
**Also licensed in Illinois and Michigan

HAGER, DEWICK & ZUENGLER, S.C.
ATTORNEYS AT LAW
A Wisconsin Service Corporation

200 South Washington Street
Suite 200
Green Bay, WI 54301
(920) 430-1900
fax (920) 430-1909
www.hdz-law.com

rkrumrie@hdz-law.com

April 23, 2021

VIA EMAIL ONLY

Humana Insurance Company
500 West Main Street
Louisville, KY 40202

Humana Insurance Company
Workplace Solutions
Email: rhansen1@humana.com

Re: City of De Pere Notice

To Whom It May Concern:

As you may be aware, as part of the Buyers due diligence process we have begun discussions with the City of De Pere as to the potential development options for the vacant real estate being acquired as part of this transaction. As part of those discussions with the City of De Pere, the City has requested that we provide you, as owner of the property, with written notice that discussions are ongoing as to potential amendments to the comprehensive plan to facilitate future development post-closing.

Please contact the undersigned with any questions or comments.

Sincerely,

HAGER, DEWICK & ZUENGLER, S.C.

By:

Ryan D. Krumrie

RDK:kls

cc:

Humana Insurance Company **(VIA EMAIL ONLY)**
Law Department Office No. 5025803715
500 West Main Street
Louisville, KY 40202
Email: rwilson@humana.com

Locke Lord LLP
111South Wacker Drive
Chicago, IL 60606
Attention: Jennifer Garner, Esq.
Email: jgarner@lockelord.com

Jason Pierzchalski
Email: jason.pierzchalski@cushwake.com

Cory Greene
Email: cory.greene@cushwake.com

Archived: Friday, June 25, 2021 10:30:30 AM
From: Jeff Weyers
Sent: Mon, 21 Jun 2021 13:12:25
To: Daniel J. Lindstrom
Subject: FW: City of DePere notice attached
Sensitivity: Normal
Attachments: 20210621094358603.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Dan,

Jeff Weyers here. We received the attached notice in the mail regarding the proposed changes to the comprehensive plan. You and I spoke about this several weeks ago. In general we are supportive to changes to the comprehensive plan that would allow for more mixed-use development, but I do have concerns about placing multi-family residential to the north of the Humana boulevard entrance. That would place apartments between the Humana offices and our offices at 1710 and 1716 Lawrence, as well as the Festival Foods headquarters. We feel that land should retain its business character and that a residential use in that area would be detrimental to our existing office uses. We feel it is entirely appropriate to include multi-family residential in the plan for the lands south of the Humana entrance as it is in closer proximity to existing residential both across and further south along Lawrence. Would you have some time to talk about this later this week. I know the clock is ticking and its late in the game, but we are concerned.

I'm catching a flight to GB this afternoon and will be spending the rest of the summer/early fall in town so I'd be happy to meet in person.

Best regards,

Jeff

-----Original Message-----
From: Joe Gegare <joe@weyers.com>
Sent: Monday, June 21, 2021 11:33 AM
To: Jeff Weyers <jeff@weyers.com>; Bob Weyers <bob@weyers.com>
Cc: Mike Maedke <mmaedke@commercialhorizons.com>
Subject: FW: City of DePere notice attached

FYI, read the attached letter from DePere on land use around Humana

-----Original Message-----
From: Amy Thomas <amy@commercialhorizons.com>
Sent: Monday, June 21, 2021 10:30 AM
To: Joe Gegare <joe@weyers.com>
Subject: City of DePere notice attached

-----Original Message-----
From: copier@commercialhorizons.com <copier@commercialhorizons.com>
Sent: Monday, June 21, 2021 9:44 AM
To: Amy Thomas <amy@commercialhorizons.com>
Subject: Message from "OFFICE-PRINTER"

This E-mail was sent from "OFFICE-PRINTER" (IM C2500).

Scan Date: 06.21.2021 09:43:58 (-0500)
Queries to: copier@commercialhorizons.com

Archived: Friday, June 25, 2021 10:30:50 AM
From: Ben and Stacey Klemp
Sent: Tue, 11 May 2021 16:00:19
To: Daniel J. Lindstrom
Subject: Humana Land Updates
Sensitivity: Normal

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

We got a notice in the mail yesterday regarding the proposed land change for the Humana campus. We are disappointed the removal of park space is being considered, and plan to attend the meetings to hear reasoning for this unfortunate change.

In the meantime, could you send us a copy of the detailed map and any additional information you have available about the situation?

Thank you,

Ben and Stacey Klemp

Archived: Friday, June 25, 2021 10:30:56 AM
From: Ben and Stacey Klemp
Sent: Tue, 25 May 2021 14:47:10
To: Daniel J. Lindstrom
Subject: Re: Humana Land Updates
Sensitivity: Normal

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Thank you for providing further insights at the meeting last night. While we still have some reservations, it's clear that this project has been well thought out in an effort to make it the best possible situation for all involved.

We do have one request as the proposal moves forward. When we purchased our property, it was with the thought that there would be a buffer between us and any future development. As you mentioned last night, the rezoning to residential eliminates this requirement. Losing that space would not only devalue our property, but also take away natural habitat for wildlife that lives in our area. With respect to the current residents (both people and animals) we would ask that as plans move forward this buffer space remains.

With all of your work on the project, I'm sure you are familiar with the area, but I have attached an image with the buffer area indicated. There is already a natural area of trees that creates this space. My husband and I would be open to purchasing this small area if possible, with the agreement that it remains as undeveloped vegetative area.

We know there is still a public hearing meeting yet to come, but wanted to discuss this with you as soon as possible so it could be discussed with the buyers of the property and considered in any plans moving forward.

Thank you again for your time on this, and I look forward to hearing back from you.

Stacey Klemp

Image.jpeg

From: Daniel J. Lindstrom <dlindstrom@deperewi.gov>
Sent: Wednesday, May 12, 2021 11:18:35 AM
To: Ben and Stacey Klemp <benandstacey@outlook.com>
Subject: RE: Humana Land Updates

Hello Ben and Stacey,

I believe you should have received a map regarding the proposed change with your letter. I will attach it to this email just in case. The map includes a side-by-side comparison of the current map to the proposed amendment.

The requested change to the future land use is all we have at this time. The State of Wisconsin requires any zoning actions to be in conformance Comprehensive Plan. If the proposed future land use does not match the requested land use then the applicant must request a change to the Comprehensive Plan before they submit site plans and rezoning materials; therefore, the Plan Commission will only be discussing the merits of the proposed future land use amendment. If the Plan Commission and Common Council approve the change, then the applicants would submit detailed rezoning and site plan applications for review by the Common Council and/or Plan Commission.

To provide some additional detail of the request, all the lands under discussion are owned by Humana.

Please feel free give me a call if you would like to discuss the map in greater detail.

Daniel J Lindstrom, AICP
Director of Development Services | City of De Pere
335 S. Broadway | De Pere, WI 54115
Tel: (920) 339-4043 x 3 | Fax: (920) 330-9491

From: Ben and Stacey Klemp [mailto:benandstacey@outlook.com]
Sent: Tuesday, May 11, 2021 4:00 PM
To: Daniel J. Lindstrom
Subject: Humana Land Updates

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

We got a notice in the mail yesterday regarding the proposed land change for the Humana campus. We are disappointed the removal of park space is being considered, and plan to attend the meetings to hear reasoning for this unfortunate change.

In the meantime, could you send us a copy of the detailed map and any additional information you have available about the situation?

Thank you,

Ben and Stacey Klemp

The City of De Pere is subject to Wisconsin Statutes related to public records. Unless otherwise exempted from the public records law, senders and receivers of City of De Pere e-mail should presume that e-mail is subject to release upon request, and is subject to state records retention requirements. See City of De Pere full e-mail disclaimer at https://www.deperewi.gov/emaildisclaimer.

This e-mail (including any attachments) may contain confidential, proprietary and privileged information, and unauthorized disclosure or use of that information is prohibited. If you received this email in error, please notify the sender and delete this e-mail from your system.

Archived: Friday, June 25, 2021 10:31:08 AM
From: new.rr.com
Sent: Thu, 24 Jun 2021 17:22:49
To: Daniel J. Lindstrom
Subject: Vote No to proposed business park
Sensitivity: Normal

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please Vote No to proposed business park and residential development in the Humana campus.

There is already too much traffic on Lawrence Drive and we don't need construction traffic and future employee and residential traffic.

Honeysuckle acres is home to many young families that would benefit from green space and playground equipment.

This property could be connected to the Preserve trail and provide recreational enjoyment many DePere residents.

Sincerely Dave and Linda Olson
1553 Wild Rose Dr
DePere Wi

Sent from my iPad

Sent from my iPad

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 6, 2021**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Recommendation from Plan Commission to approve a proposed extraterritorial 2 lot certified survey map at 4615-4617 Trellis DR in the Town of Ledgeview (Parcel D-1995).**

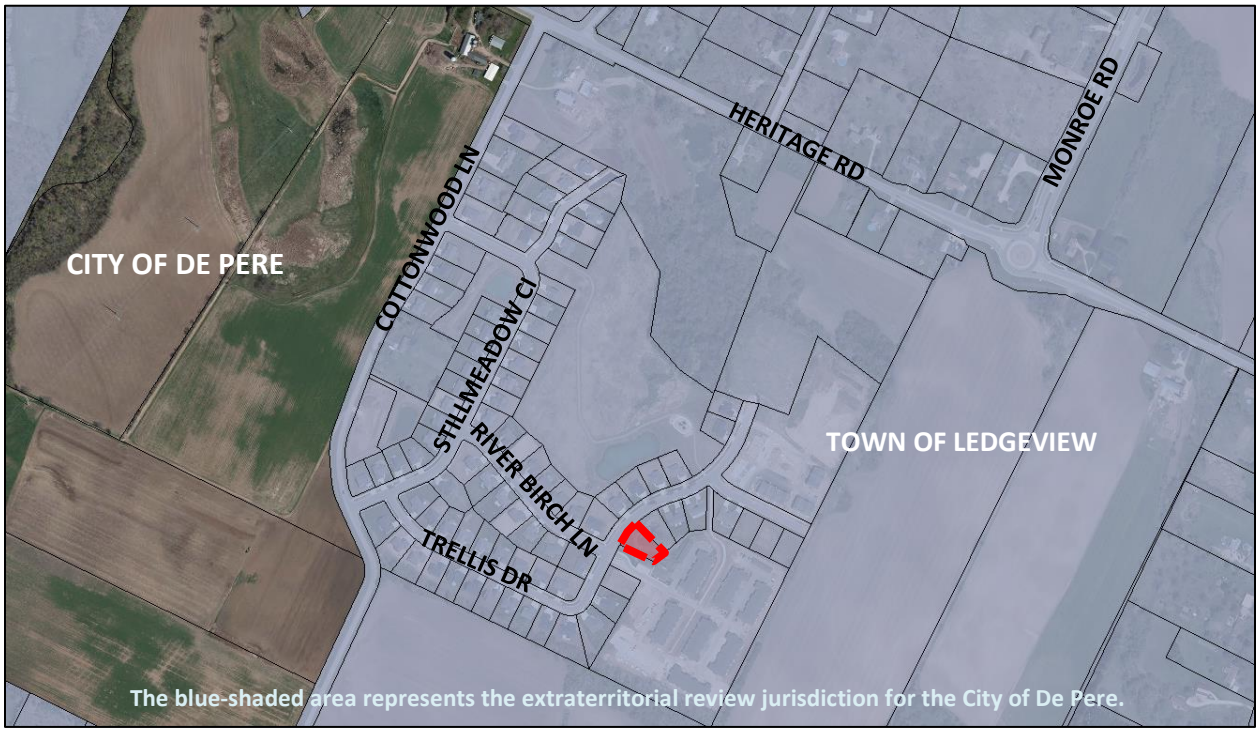
On June 28, 2021 Plan Commission unanimously recommended approval of the certified survey map by a vote of 5-0.

ATTACHMENTS:

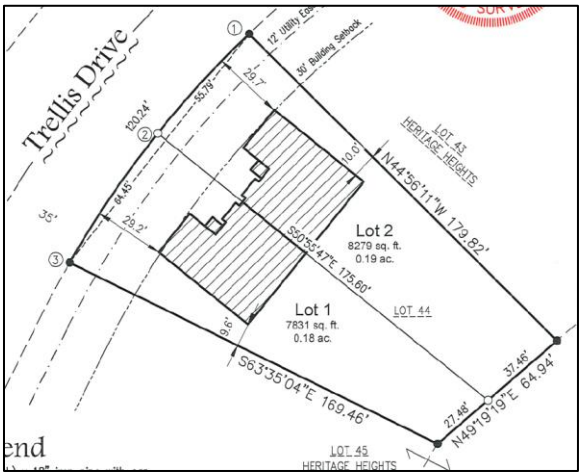
- PC Report - CSM on Trellis DR (DOCX)
- Application Form (PDF)
- Preliminary CSM (PDF)

Item X: **Consideration and possible action regarding a proposed extraterritorial 2 lot certified survey map at 4615-4617 Trellis DR in the Town of Ledgeview (Parcel D-1995).***

SITE MAP



PROPOSED CERTIFIED SURVEY MAP AREA



REQUESTED ACTION: Extraterritorial Certified Survey Map Review

COMMON DESCRIPTION: 4615-4617 Trellis DR, located northeast from the Trellis DR and River Birch LN intersection.

PARCEL NUMBER(S): D-1995

ZONING: R-2 (Residential) in Ledgeview.

SURROUNDING LAND USES: Residential to the north, south, east, and west. Multifamily to the east.

COMPREHENSIVE PLAN: Planned Mixed-Use in Ledgeview

APPLICANT/OWNER NAME:

Steven M. Bieda, PLS
Authorized Representative
Mau & Associates LLP
400 Security BL
Green Bay, WI 54313

Max Brice Construction LLC
Property Owners
ATTN: Max Brice
1935 Paris LN
De Pere, WI 54115

SITE HISTORY: Dating back to 1938, the property was used for agricultural purposes until the street system was developed in 2017, and a duplex was built on the property in 2020-2021.

STAFF REVIEW: When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.

- The proposed CSM is located in Ledgeview, approximately 0.2 miles from the De Pere City limits.
- Plan Commission review covers the entire CSM area highlighted blue on the **'Site Map'** as that is the City's extraterritorial review jurisdiction area.
- The proposed land division will create two new lots, dividing a duplex in half as a "zero lot line duplex." This type of duplex is not allowed in De Pere unles it was a condominium, but it is allowed in Ledgeview as a duplex.
- The City's minimum acreage and frontage are 0.2 acres and 75'; the Town's minimum is 0.1 acres and 40' for zero lot line duplexes. Both lots meet the acreage and frontage requirements for the Town.
    - Lot 1 is 0.2 acres with 64' of frontage.
    - Lot 2 is 0.2 acres with 56' of frontage.
- The site is located inside the sewer service district for Ledgeview.
- There are three staff recommended conditions of approval that are listed at the end of the report.

The Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed land division provides development opportunities and does not impact the Comprehensive Plan negatively. The proposed lot sizes, street frontages, and setbacks meet City requirements.

REVIEW PROCESS: For extraterritorial certified survey map petitions the Plan Commission provides either an approval, rejection with reason, or approval with

conditions decision. The Common Council also reviews and provides a final decision of approval or rejection. Common Council is expected to take action on July 6, 2021.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the certified survey map, subject to:

1. Meeting all other state and local regulations, including Brown County Planning Commission and Town of Ledgeview.
2. In the City Certificate, add an area that states the Common Council date of approval. Also, revise the City Clerk name to be "Carey E. Danen" and add an area for the City Clerk to date her signature.
3. Verify that appropriate notes and covenents are placed on the CSM for a zero lot line duplex, as required by the Ledgeview Subdivision and Platting Regulations.

DE PERE
RUNS DEEPER

CITY OF DE PERE

APPLICATION FOR CSM REVIEW

CITY OF DE PERE RECEIVED JUN 18 2021 PLANNING DEPT.

Fee: $ 368.00
Receipt #: 162418
Date: 6-18-21

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity)	Authorized Representative	Title	
Mau & Associates, LLP	Steven M. Bieda	Professional Land Surveyor	
Mailing Address	**City**	**State**	**ZIP Code**
400 Security Blvd.	Green Bay	WI	54313
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	
sbieda@mau-associates.com	920-434-9670		

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

Name (Ind. Org. or Entity)	Contact Person	Title	
Max Brice Construction LLC	Maxwell Brice		
Mailing Address	**City**	**State**	**ZIP Code**
3381 Bower Creek Road	De Pere	WI	54115
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	
maxwell.brice@yahoo.com	920-609-7296		

SECTION 3: Project or Site Location

Project Address/Description	Parcel No.
4615-4617 Trellis Drive, De Pere, WI 54115	D-1995

SECTION 4: CSM Information

Existing Zoning:	R-2
Present Use of Parcel:	residential with duplex
Proposed Use of Lots:	residential with duplex

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.

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

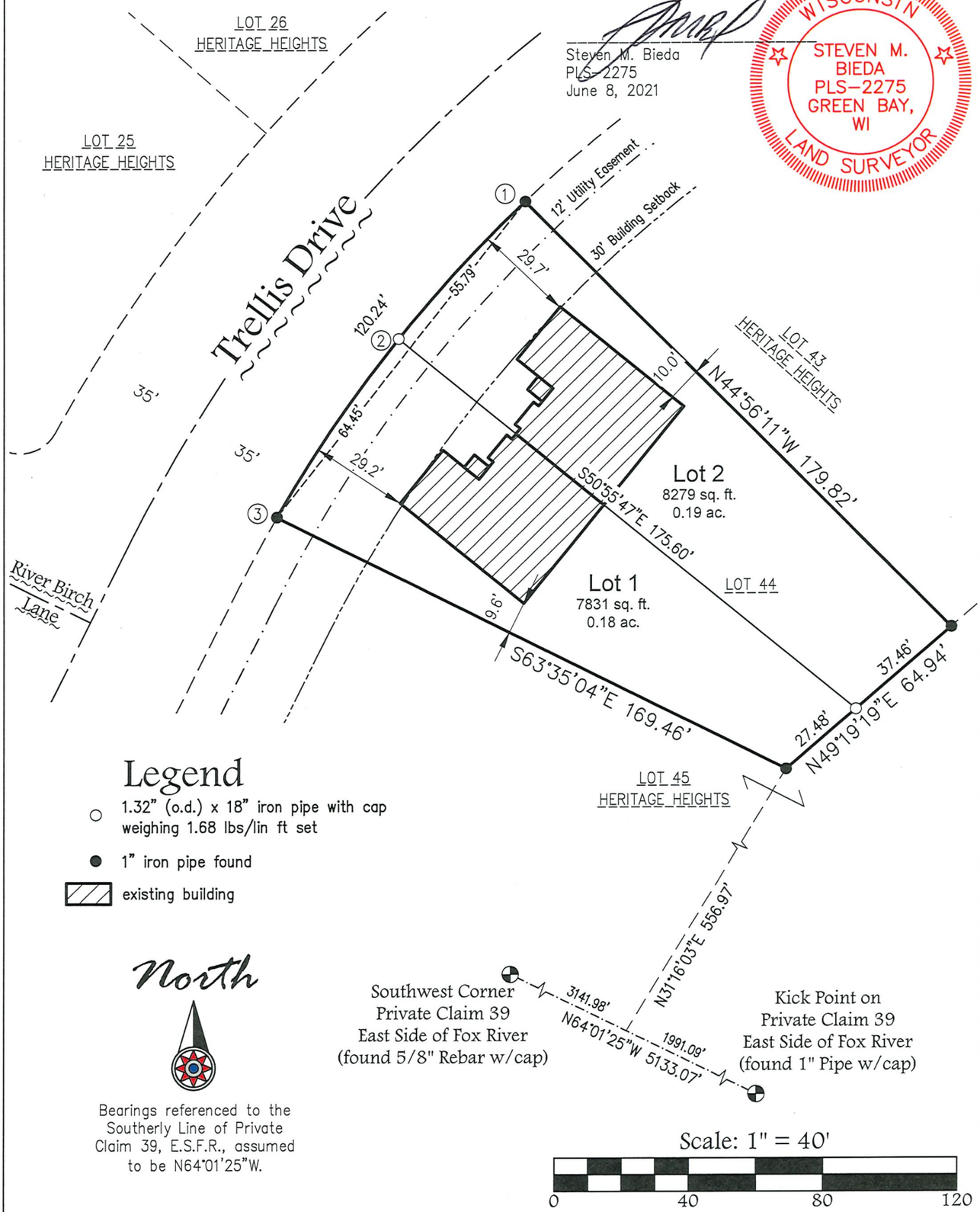
Name of Owner/Authorized Representative (please print)	Title	Phone Number
Steven M. Bieda	Professional Land Surveyor	920-434-9670
Signature of Applicant		**Date Signed**
		6/15/2021

TO BE COMPLETED BY CITY STAFF

CSM Review authorized by the De Pere Municipal Code, Chapter 46.	

CERTIFIED SURVEY MAP

All of Lot 44 of the recorded plat, "Heritage Heights," (Vol. 24, Plats, Page 22, Doc. No. 2756906, Brown County Records), being in part of Private Claim 39, East Side of Fox River, in the Town of Ledgeview, Brown County, Wisconsin.



Steven M. Bieda
PLS-2275
June 8, 2021

WISCONSIN
STEVEN M. BIEDA
PLS-2275
GREEN BAY, WI
LAND SURVEYOR

Legend

- ○ 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- ● 1" iron pipe found
- ▨ existing building

North

Bearings referenced to the Southerly Line of Private Claim 39, E.S.F.R., assumed to be N64°01'25"W.

Scale: 1" = 40'

0 40 80 120

Client: Max Brice Const.
Tax Parcel: D-1995
Drafted By: BAB
File: L-12215CSM Lot 44 060321.dwg
Data File: L-12215.txt

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd, Green Bay, WI 54313

Sheet One of Four
Project No.: L-12215
Drawing No.: L-11477
Fieldwork Completed: 05/12/2021

CERTIFIED SURVEY MAP

All of Lot 44 of the recorded plat, "Heritage Heights," (Vol. 24, Plats, Page 22, Doc. No. 2756906, Brown County Records), being in part of Private Claim 39, East Side of Fox River, in the Town of Ledgeview, Brown County, Wisconsin.

SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, PLS–2275, do hereby certify that I have surveyed, divided and mapped Lot 44 of the recorded plat, "Heritage Heights," (Vol. 24, Plats, Page 22, Doc. No. 2756906, Brown County Records), being in part of Private Claim 39, East Side of Fox River, in the Town of Ledgeview, Brown County, Wisconsin.

Parcel contains 16,110 square feet / 0.37 acres, more or less.
Parcel subject to easements and restrictions of record.

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes, the Town of Ledgeview, and the Brown County Planning Commission code in surveying, dividing and mapping the same.

Steven M. Bieda
PLS–2275
June 8, 2021

WISCONSIN
STEVEN M. BIEDA
PLS–2275
GREEN BAY, WI
LAND SURVEYOR

Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1–3	120.24	415.00	119.82	S38°08'38"W	16°36'02"	S29°50'37"W / S46°26'39"W
1–2	55.79	415.00	55.75	S42°35'35"W	7°42'09"	–
2–3	64.45	415.00	64.39	S34°17'34"W	8°53'53"	–

NOTES

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Town of Ledgeview has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation–related activities.

The lots of this land division may experience noise at levels exceeding the levels in S. Trans 405.04 Table I. These levels are based on federal standards. The department of transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the department to the highway's through–lane capacity.

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

CERTIFICATE OF THE TOWN OF LEDGEVIEW

Approved for the Town of Ledgeview this _____ day of _____, 20__.

_____
Charlotte Nagel
Town Clerk

CERTIFIED SURVEY MAP

All of Lot 44 of the recorded plat, "Heritage Heights," (Vol. 24, Plats, Page 22, Doc. No. 2756906, Brown County Records), being in part of Private Claim 39, East Side of Fox River, in the Town of Ledgeview, Brown County, Wisconsin.

CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

Approved for the Brown County Planning Commission this _____ day of _____, 20__.

_____
Tim Reed
Senior Planner

CERTIFICATE OF THE BROWN COUNTY TREASURER

As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the dates listed below.

_____
Paul D. Zeller Date
Brown County Treasurer

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

Max Brice Construction LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that said limited liability company caused the land on this Certified Survey Map to be surveyed, divided, and mapped as represented hereon. Max Brice Construction LLC does further certify that this Certified Survey Map is required to be submitted to the Brown County Planning Commission, City of De Pere and the Town of Ledgeview for approval or objection in accordance with current Land Subdivision Ordinances.

In Witness Whereof, the said Max Brice Construction LLC has caused these presents to be signed by Max Brice, its Member, on this ___ day of _____, 20__.

_____
Max Brice, Member

Personally came before me this _____ day of _____, 20__, the above named Member of said Limited Liability Company and acknowledged that he executed the foregoing instrument as such Member as the deed of said Limited Liability Company, by its authority.

_____
Notary Public My Commission Expires _____
Brown County, Wisconsin

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

_____
Steven M. Bieda
PLS-2275
June 8, 2021

WISCONSIN
STEVEN M. BIEDA
PLS-2275
GREEN BAY, WI
LAND SURVEYOR

CERTIFIED SURVEY MAP

All of Lot 44 of the recorded plat, "Heritage Heights," (Vol. 24, Plats, Page 22, Doc. No. 2756906, Brown County Records), being in part of Private Claim 39, East Side of Fox River, in the Town of Ledgeview, Brown County, Wisconsin.

CERTIFICATE OF THE CITY OF DE PERE

Approved for the City of DePere this _____ day of _____, 20__.

_____
Carey Danen
City Clerk

CERTIFICATE OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and by virtue of the laws of Wisconsin,
(corporate name)
mortgagee of the above described land, does hereby consent to the surveying, dividing, and mapping of the land described on this Certified Survey Map and does hereby consent to the above certificate of
_____, Owner(s) of said lands.

IN WITNESS WHEREOF, _____ has caused these presents to be signed by _____,
(corporate name) (print name)
its _____ and countersigned by _____, its _____, at
(print title) (print name) (print title)

_____, Wisconsin, and its corporate seal to be hereunto affixed this _____
(city)

day of _____, 20__.

In the presence of:

_____

_____ (Corporate Seal)

_____ _____
President Date

_____ _____
Secretary or Cashier Date

Personally came before me this _____ day of _____, _____, the above named officers of said corporation to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

_____
Notary Public My Commission Expires _____
Brown County, Wisconsin

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

_____
Steven M. Bieda
PLS-2275
June 8, 2021

WISCONSIN
STEVEN M. BIEDA
PLS-2275
GREEN BAY, WI
LAND SURVEYOR

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 6, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Recommendation from the License Committee on the renewal Application for the licensing period of July 1, 2021 to June 30, 2022.**

ATTACHMENTS:

- License Renewal List_7-6-21 (PDF)

July 6, 2021 License Committee Meeting

Renewal Applications for Class “A” Fermented Malt Beverage Licenses and “Class A” Liquor License for the licensing period of July 1, 2021 to June 30, 2022.

CLASS “A” BEER & “CLASS A” LIQUOR

1. Ganesh Enterprise Inc. (DBA Reid St Mobil), 401 Reid St. Submitted by Ganesh Enterprise Inc. Agent: Pradip A. Patel, De Pere, WI.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 6, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**A. Class "A" Fermented Malt Beverage & "Class A" Intoxicating Liquor License**

ATTACHMENTS:

- Renewal Class A Beer & Class A Liquor License Application_07.06.21(PDF)

CLASS "A" BEER AND "CLASS A" LIQUOR LICENSE RENEWALS FOR THE 2021-2022 LICENSING PERIOD

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. **Read instructions on page 3.)**

For the license period beginning: JULY-21 *(mm dd yyyy)* ending: JUNE-2022 *(mm dd yyyy)*

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of } De Pere.

County of BROWN. Aldermanic Dist. No.____ (if required by ordinance)

Check one: ☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number: 456-1029415-9447-02

FEIN Number: 82-1623518.

1.a

TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	$
☐ Class B beer	$
☐ Class C wine	$
☒ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30 -
TOTAL FEE	$

1 6/824

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
PATEL	PRADIP	A.	
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
GANESH ENTERP. INC.	401 Reed St De Pere WI 54115

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
PATEL	PRADIP	A	

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
PATEL	PRADIP	A.	
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name Reed St Mobil Business Phone Number 920-337-9001
2. Address of Premises 401 Reed St Post Office & Zip Code 54115
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... ☒ Yes ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 2000 Sq Ft of Retail Space and 300 sq ft of backroom space

5. Legal description (omit if street address is given on previous page): Gas Station with Conv Store

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No

   b. Are **charges** for **any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

12. Does the applicant owe municipal property taxes, assessments, or other fees? (**Note:** Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees). ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
PATEL PRADIP A	OWNER	5/17/21
Signature	**Phone Number**	**Email Address**
	224-558-1333	MONTY7575@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
6-2-21		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder**: If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) **AND** AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 6, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Recommendation from the License Committee on the application for a Class "B" Fermented Malt Beverage License and "Class B" Intoxicating Liquor License for VIP Daiquiri Lounge, LLC, (DBA VIP Daiquiri Lounge LLC), 308 Main Ave. Submitted by VIP Daiquiri Lounge, LLC; Agent Trenell Webb, De Pere, WI.**

ATTACHMENTS:

- VIP DAIQUIRI LOUNGE APPLICATION 07.06.21 (PDF)

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: July 1, 2021 (mm dd yyyy) ending: June 30-2022 (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of } Depere

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

Check one: ☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number: 456-1030756772-04

FEIN Number: 87-1055088

TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30 –
TOTAL FEE	$

~~Rec~~ # 162021

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)

VIP Daiquiri Lounge LLC

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

President / Member Last Name: Webb	(First): Trenell	(Middle Name): L	Home Address (Street, City or Post Office, & Zip Code): [redacted] 5
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name: Webb	(First): Trenell	(Middle Name): L	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name VIP Daiquiri Lounge LLC Business Phone Number (920)247-1001
2. Address of Premises 308 Main Ave Depere Post Office & Zip Code 54115
3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

The Building is about 1,000 squar feet open space concept with a storage Room in the rear back and a Bathroom as well also a Basement and a Supply area The alcohal will be sold in the main Front of the area and the inventory will be stored in the Storage room and some in the basement area

4. Legal description (omit if street address is given above): _____
5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ..... ☐ Yes ☒ No

   (b) If yes, under what name was license issued? _____

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ..... ☐ Yes ☒ No

7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ..... ☐ Yes ☒ No
If yes, explain.

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ..... ☐ Yes ☒ No

9. (a) **Corporate/limited liability company applicants only:** Insert state WIS and date 2021 of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ..... ☒ Yes ☐ No
Yes I have a childcare center
Open Arms Child Care LLC

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
If yes, explain.

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ..... ☒ Yes ☐ No

11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ..... ☒ Yes ☐ No

12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.)	Title/Member	Date
Webb Trenell	Owner	10/7/2021
Signature	**Phone Number**	**Email Address**
Trenell Webb	(920) 247-1001	Trenellwebbdean@gmail.com trenellwebbdean@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
10-9-21			
Date license granted	**Date license issued**	**License number issued**	

AT-106 (R. 3-19)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 6, 2021**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Resolution #21-72 Regarding a Vacation of a Portion of a Public Thoroughfare (Right-of-Way at the 100-200 Block of Reid Street (Adjacent to Parcels WD-934, WD-936, WD-941, WD-942, WD-945, WD-945-1, WD-949-1, WD-950, WD-951, WD-952, WD-954) - Refer to Public Hearing.**

On June 28, 2021 Plan Commission unanimously recommended approval of the right-of-way vacation/discontinuance/ by a vote of 5-0.

ATTACHMENTS:

- Reso21-72 (PDF)
- Exhibit A_Reid Vacation (PDF)
- Mayor-CC-100-200 Block Reid Street ROW Vacation (PDF)
- 06-28-21 PC Report - ROW Discontinuance - Reid ST (DOCX)
- Exhibit_Reid Vacation_aerial (PDF)

RESOLUTION #21-72

REGARDING THE VACATION OF A PORTION OF A PUBLIC THOROUGHFARE
(Right-of-Way at the 100-200 Block of Reid Street Adjacent to Parcels WD-934, WD-936, WD-941, WD-942, WD-945, WD-945-1, WD-949-1, WD-950, WD-951, WD-952 and WD-954)

WHEREAS, the City of De Pere has initiated the vacation and discontinuance of a portion of public thoroughfare in accordance with the requirements of Wis. Stats. § 66.1003(4)(a); and

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

WHEREAS, the Plan Commission has reviewed and recommended approval of such vacation and discontinuance, with a public hearing on said vacation to be held in accordance with Wis. Stats. §66.1003(4)(b), on _____ _____, 2021 at 7:35 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The following described right-of-way at the 100-200 Block of Reid Street, located 20 feet east of the Reid Street/Third Street intersection, adjacent to Parcels WD-934, WD-936, WD-941, WD-942, WD-945, WD-945-1, WD-949-1, WD-950, WD-951, WD-952 and WD-954, West Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

All that part of Reid Street, f.k.a. Oneida Street, according to the recorded plat of Town of West De Pere, Volume 8, Plats, Page 7, Document Number 580, lying easterly of Third Street, all being located in part of Private Claim 29, West Side of the Fox River, City of De Pere, Brown County, Wisconsin.

***EXCEPT** the westerly 20.00 feet thereof.*

Said described land contains 73,667 sq. ft. / 1.691 acres more or less

be and the same is hereby wholly vacated and discontinued as a public thoroughfare. All existing utility easements and rights incidental thereto are retained within the vacated right-of-way as provided under § 66.1005(2)(a), and no permanent objects or obstructions shall be placed upon the vacated right-of-way which will hinder or prevent any future utility maintenance, repair or replacement activities. Such vacation and discontinuance shall further be subject to an access easement for public safety and emergency personnel and equipment. Said public right-of-way to be vacated is as shown and dimensioned on the scale map attached hereto and incorporated by reference herein as Exhibit A.

Section 2. The City Clerk is hereby authorized and directed to file and record this resolution, with the map attached, in the Office of the Register of Deeds for Brown County after final completion of the infrastructure improvements as determined by the City Engineer pursuant to the Agreement Between the City of De Pere and St. Norbert College, Inc. Regarding the Reconstruction and Discontinuance of a Portion of Reid Street and to amend the Official Map of the City in conformity with this resolution.

Introduced to the Common Council of the City of De Pere at its regular meeting held on the 6th day of July, 2021.

Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of _____, 2021.

APPROVED:

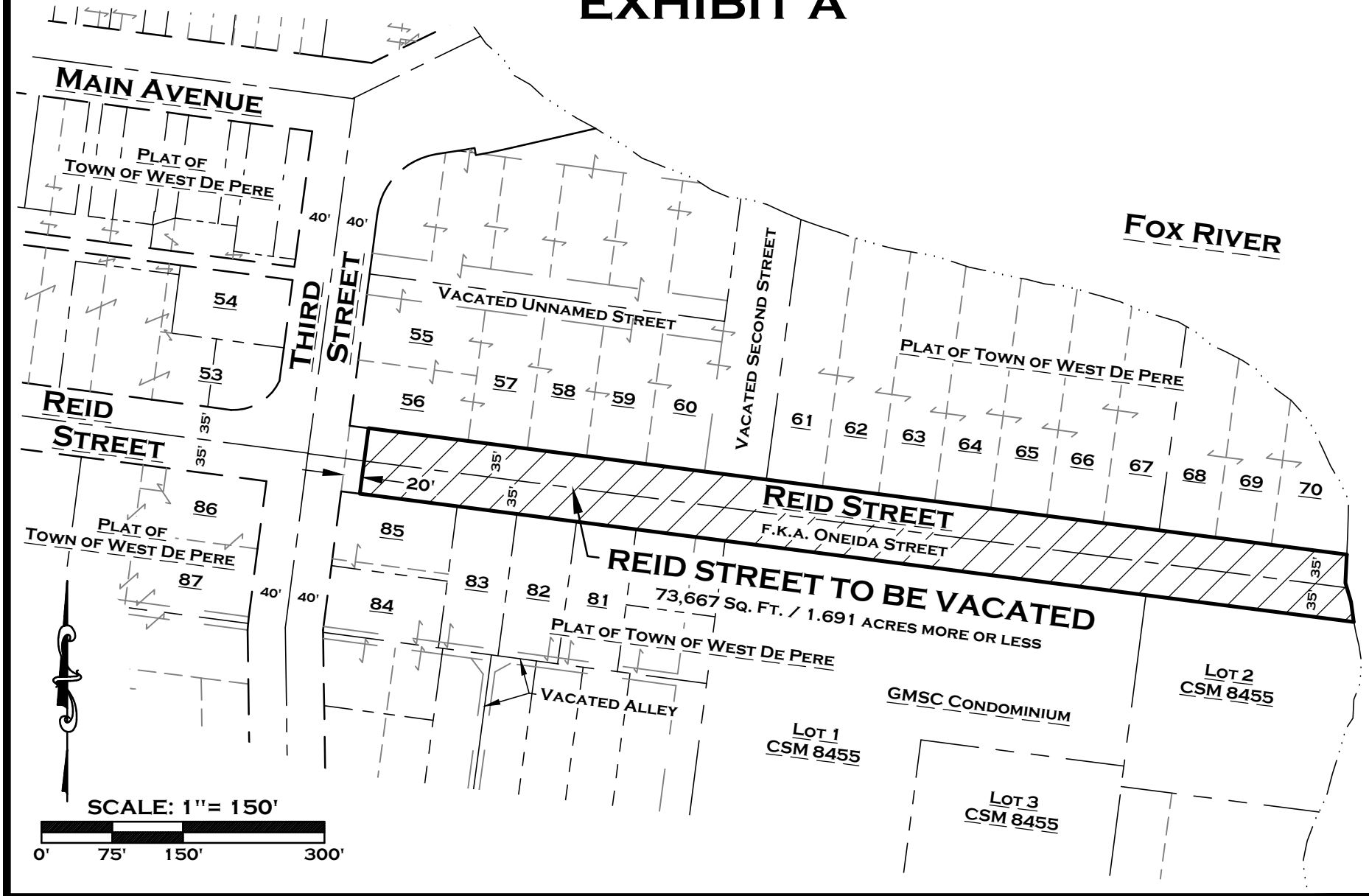
_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Review: 06/28/2021

EXHIBIT A



PREPARED BY:
ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
PHONE:(920) 662-9641
INTERNET: WWW.RELEEINC.COM
FAX:(920) 662-9141
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PREPARED FOR:
CITY OF DE PERE
335 S. BROADWAY
DE PERE, WI 54155
PHONE (920)339-4050
FAX (920)330-9491

LEGEND

REID STREET - TO BE VACATED

DATE: 12/21/2020 REL JOB # 0404445 DRAWN: BLP CHECKED: TEH

CITY OF DE PERE
MEMO

To: James G. Boyd, Mayor
Members of the Common Council

From: Judith Schmidt-Lehman, City Attorney

Date: July 6, 2021 (meeting date)

RE: **Resolution #21-XX Regarding the Vacation of a Portion of a Public Thoroughfare (Right-of-Way at the 100-200 Block of Reid Street Adjacent to Parcels WD-934, WD-936, WD-941, WD-942, WD-945, WD-945-1, WD-949-1, WD-950, WD-951, WD-952 and WD-954)**

The statutory process for the City to initiate a public way vacation is a bit out of the ordinary. Since the City Council does not vacate a public way often, I thought I would send along this memo to explain the process.

Under Wis. Stats. §66.1003, the City may initiate vacating a public way. This is done by the Council introducing the vacation resolution at a Council meeting. The matter is then set for public hearing, with the same resolution coming back before the Council for action at that public hearing.

Therefore, the action to be taken at the July 6, 2021 meeting as to the above Resolution is merely to refer the Resolution forward for a public hearing. The Resolution will then be placed on the Council agenda at the time of public hearing, at which time the merits of the vacation can be debated and acted upon.

If you have any questions regarding this process, please let me know.

JSL
J:\Law\Memos\2021\Mayor-CC-100-200 Block Reid Street ROW Vacation6-24-21.docx

Item 6: **Consideration and possible action for a right-of-way vacation/discontinuance at the 100-200 BLK of Reid ST (Adjacent to Parcels WD-934, WD-936, WD-941, WD-942, WD-945, WD-945-1, WD-949-1, WD-950, WD-951, WD-952, WD-954).***

PROPOSED REID ST RIGHT-OF-WAY VACATION/DISCONTINUANCE



REQUESTED ACTION: Public Right-Of-Way Vacation/Discontinuance Approval.

Right-Of-Way Vacation/Discontinuance for street segment that is no longer needed as a public right-of-way.

COMMON DESCRIPTION: The 100-200 BLK of Reid ST, located 20' east from the Reid ST and Third ST intersection.

PARCEL NUMBER(S): Adjacent to Parcels WD-934, WD-936, WD-941, WD-942, WD-945, WD-945-1, WD-949-1, WD-950, WD-951, WD-952, WD-954.

EXISTING ZONING: None as the area is existing right-of-way, but adjacent to Single and Two-Family Residence District (R-2).

PROPOSED ZONING: If the vacation/discontinuance is approved by Common Council, the area will take on an R-2 zoning.

SURROUNDING LAND USES: Saint Norbert College Campus (R-2) with Fox River to the east and downtown businesses (B-1) to the west.

COMPREHENSIVE PLAN: Institutional/Governmental Facilities.

APPLICANT/OWNER NAME: Authorized Representative and Property Owner
City of De Pere
335 S Broadway ST
De Pere, WI 54115

SITE HISTORY: The right-of-way has been used as a street and/or access since at least 1938 and continues to be used by Saint Norbert College, but is no longer needed as a public street.

STAFF REVIEW: When reviewing a right-of-way vacation/discontinuance, staff utilizes the vacation process identified in Wisconsin State Statutes 66.103 and 66.105. The role of the Plan Commission in the process is to determine if such a vacation/discontinuance is necessary and if so, recommend to the Common Council that the right-of-way be vacated/discontinued. The following are factors for consideration:

- Per an agreement with Saint Norbert College, the City would reconstruct the right-of-way and then vacate the right-of-way for college use.
- The right-of-way is no longer needed as a public street, but still may be used by Saint Norbert College as a drive lane.
- The proposed discontinuance begins 20' to the east of Third ST.
- The discontinuance has been reviewed by Development Services and Engineering staff. Conditions of approval added are listed at the end of this report.
- Notice about this meeting was mailed to Saint Norbert College, including their Director of Risk and Property, and Executive Secretary of Business and Finance.

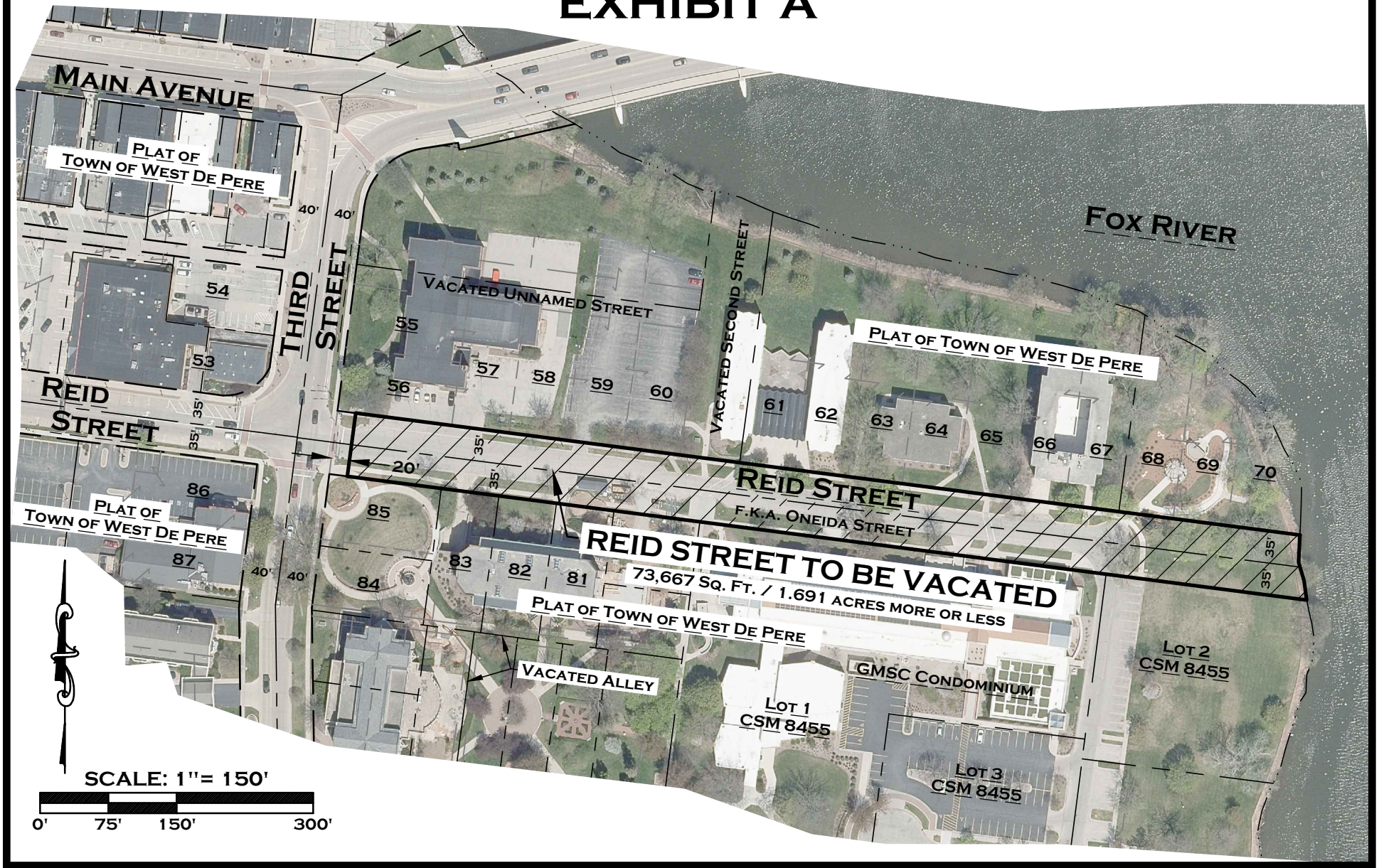
REVIEW PROCESS: The Common Council will review the Plan Commission recommendation twice, first as a resolution on July 6, 2021 and then with a public hearing and resolution potentially on August 17, 2021.

Immediately adjacent property owners were notified of all proposed meetings and no comments were received. The review process follows State Statue requirements and there is not a 300-foot nearby neighbor notification requirement.

STAFF RECOMMENDATION: Staff recommends APPROVAL and forwarding the 100-200 BLK of Reid ST right-of-way vacation/discontinuance to the Common Council for final approval with the following conditions:

1. The entire right-of-way is retained as an easement; all utility easements are retained.
2. The vacation begins 20' to the east of Third Street as shown in the attached exhibit.

EXHIBIT A



PREPARED BY:
ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
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PREPARED FOR:
CITY OF DE PERE
335 S. BROADWAY
DE PERE, WI 54155
PHONE (920)339-4050
FAX (920)330-9491

LEGEND

REID STREET - TO BE VACATED

DATE: 12/21/2020 REL JOB # 0404445 DRAWN: BLP CHECKED: TEH

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 6, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Resolution #21-73 Authorizing Agreement Between the City of De Pere and Office Harmony LLC for the Redevelopment of Certain Property Within Tax Increment Financing District No. 7 (Parcel ED-1067).**

The Finance/Personnel Committee reviewed and approved the proposed Redevelopment Agreement terms at its May 11, 2021 meeting on a vote of 5-0.

ATTACHMENTS:

- Reso21-73 (PDF)
- 805 George F&P Memo 05112021 (PDF)
- Redevelopment Agreement Office Harmony - final 7-1-21with exhibit (PDF)

RESOLUTION #21-73

AUTHORIZING AGREEMENT BETWEEN THE CITY OF DE PERE AND OFFICE HARMONY LLC
FOR THE REDEVELOPMENT OF CERTAIN PROPERTY WITHIN
TAX INCREMENT FINANCING DISTRICT NO. 7
(805 George Street; Parcel ED-1067)

WHEREAS, Office Harmony LLC ("Developer") desires to enter into an agreement to redevelop 805 George Street (Parcel ED-1067) by razing the existing structure and constructing a 4,205 square foot office building thereon ("Development Project"); and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City has created Tax Increment Financing District No. 7 (the "District") and adopted the East Side Redevelopment Plan for the District (the "Project Plan"), and Parcel ED-1067 is in need of rehabilitation or conservation work consistent with said Project Plan, authorizing the expenditure of funds for the benefit of redevelopment within the District; and

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

WHEREAS, Developer's ability to redevelop this site would not be viable but for City's commitment to reimburse significant site development expenses associated with demolition and reconstruction activities contemplated by Developer, pursuant to the terms set forth in the attached Agreement Between the City of De Pere and Office Harmony LLC for the Redevelopment of Certain Property Within Tax Incremental Financing District No. 7; and

WHEREAS, City desires to provide such financial assistance and to promote this Development Project; 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 City Clerk are authorized and directed to enter into such Agreement Between the City of De Pere and Office Harmony LLC for the Redevelopment of Certain Property Within Tax Incremental Financing District No. 7, as is attached hereto and incorporated by reference 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 6th day of July, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 5/11/2021

CITY OF DE PERE MEMO

To: De Pere Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: May 11, 2021

RE: **Consideration and possible action on proposed development agreement terms with Office Harmony LLC for a proposed redevelopment of 805 George Street located in Tax Increment District No. 7. ***

PROJECT SUMMARY AND PROPOSED PLAN
Office Harmony LLC ("Developer") presented the City of De Pere ("City") with a Letter of Intent to redevelop 805 George Street from the former Pendretti Yoga Studio to a new office building for SKB Management Inc. Office Harmony LLC acquired the building in September 2020 and had intended to reuse and expand the building to accommodate their needs. After several architects reviewed the building, they determined demolition and redevelopment of the site was the best fit for the proposed office use. The former restaurants (Pizza Hut and Taco John's) and yoga studio renovations made the transition to an office more difficult and reduced the future lifespan of the building. The proposed plan includes a 5,491 sq. ft. Class A Office Building that blends building materials and building styles to transition between the neighborhood and the George Street Commercial Corridor.

PARCEL NUMBERS
ED-1067

EXISTING ZONING
Central Business District (B-1)

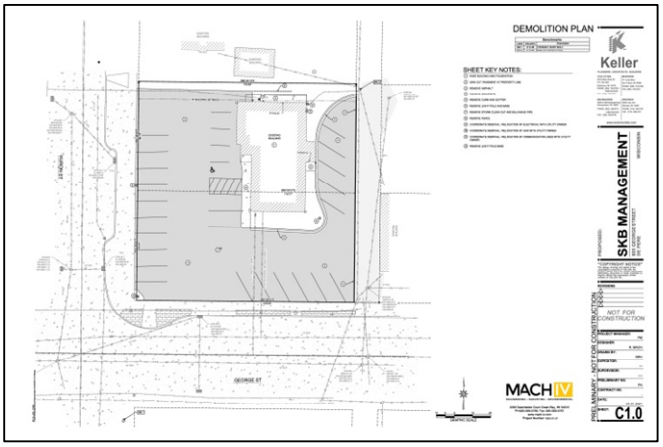
SURROUNDING LAND USES
Single-family (R-2)and business (B-1) to the north.
Business (B-1) and school (R-2 PDD) to the south.
Business (B-1 and B-3) to the east and west.

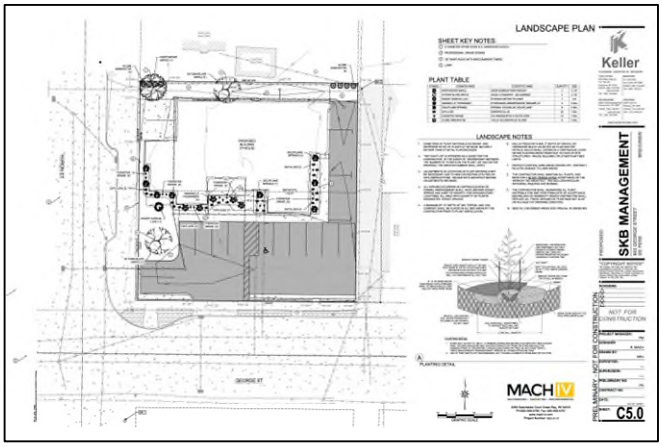
COMPREHENSIVE PLAN FUTURE LAND USE
Commercial

DEVELOPMENT TIMELINE
The Developer expressed interest to initiate construction later this spring and receive a Certificate of Occupancy and be fully assessed by January 1, 2022. The Plan Commission reviewed and approved the concept plans during the April 26, 2021 meeting. The redevelopment plans and illustrations are included with this memo. SKB Management Inc. would relocate their offices from 801 Heritage Road to this location and retain 5 employees and potentially expand up to 10 total employees.

Figure 1: Site Map




DEMOLITION PLAN
SHEET KEY NOTES:
Keller
SKB MANAGEMENT
NOT FOR CONSTRUCTION
MACH IV
C1.0


LANDSCAPE PLAN
SHEET KEY NOTES
PLANT TABLE
LANDSCAPE NOTES
Keller
SKB MANAGEMENT
NOT FOR CONSTRUCTION
MACH IV
C5.0


SKB MANAGEMENT
INCORPORATED
SKB MANAGEMENT
DE PERE, WISCONSIN
Keller
CONCEPT ONLY


SKB MANAGEMENT
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CONCEPT ONLY


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INCORPORATED
SKB MANAGEMENT
DE PERE, WISCONSIN
Keller
CONCEPT ONLY

DEVELOPER TIF REQUEST
The Developer requests a cash grant in the amount of $150,000 after receiving the Certificate of Occupancy.

DEVELOPMENT ITEMS TO CONSIDER
But For Test
The Developer provided the City with the following justifications for the use of Tax Increment Financing. (1) The project costs have increased with the demolition of the existing building on site. The developer attempted to reuse the site, but was unable to do so; therefore, the project would not progress but for the financial assistance provided by the City of De Pere in the form of TIF incentive. (2) The project costs have increased due to continual price increases in construction material costs. The project would not progress but for the financial assistance provided by the City of De Pere in the form of TIF incentive.

TID No. 7 Remaining Life
The City must close TID No. 7 by October 17, 2033 (final year payable in 2034), and therefore the TID would have 12 years of remaining life by the time the project reaches the first revenue year in 2023.

TIF Incentive and Analysis
TIF Grant: Staff performed a TIF analysis and determined the TID would be able to support a $90,000 TIF request based on the current mill rate and the City's past actions to support projects that also support the further development of the TID. This assumes the developer guarantees $1,000,000 in assessed value.

When the analysis includes the cost of borrowing, the $150,000 incentive request represents nearly $185,000 in NPV total cost to the TID/City. Therefore, the request represents nearly 125% of the total anticipated increment revenue over the remaining life of the district. The financial incentive represents a public-private partnership where the local municipality forgoes a portion of tax increment revenue payment, in the form of a cash grant or PAYGO incentive in exchange for the TID funding projects that benefit the greater district. Specifically, the TID No. 7 Project Plan included a George Street streetscaping project and façade grants for business. The amount the City can provide in an incentive declines with each year as there are fewer years to repay the City's borrowing.

The total NPV of the incentives compared to the guaranteed value is approximately 11%.

PROPOSED TERMS

General Information
Staff outlines the proposed terms for a proposed sale and development agreement:

Parcel IDs:	ED-1067
Acres:	0.331 Acres
Size:	5,491 sq. ft.
Purpose Use:	Class A Office Building
Anticipated Construction Value:	$1,349,626
Anticipated Assessed Value:	$1,000,000
Retain/Relocated Jobs:	5
New Jobs:	5

Developer Obligations:

1. Construction of a 5,491 sq. ft. Class A Office Building
2. Said facility shall maintain a minimum assessed value of $1,000,000 throughout the life of the TID; however, the total value on annual taxes received shall be no less than $13,341 a year throughout the life of the district (($1,000,000- $247,800) X $ 0.017736). The agreement shall include a PILOT agreement to ensure a minimum project value.
3. Construction shall commence by July 1, 2021, and be fully assessed by January 1, 2022.

City Obligations:

TIF Cash Grant*: $90,000 in the form of a cash grant after receiving Certificate of Occupancy and completing all approved site plan improvements.

If the Finance and Personnel Committee recommends approval of the proposed terms, the City will draft a Sale Agreement to be reviewed by the Common Council at a future meeting.

AGREEMENT BETWEEN THE CITY OF DE PERE AND OFFICE HARMONY LLC FOR THE REDEVELOPMENT OF CERTAIN PROPERTY WITHIN TAX INCREMENTAL FINANCING DISTRICT NO. 7 (Parcel ED-1067)

THIS REDEVELOPMENT AGREEMENT (this "Agreement") made and entered into this ____ day of _____, 2021, by and between the City of De Pere, Wisconsin, a municipal corporation ("City") and Office Harmony LLC, a Wisconsin limited liability company ("Developer").

RECITALS

WHEREAS, in October 2006, the City created Tax Incremental Financing District No. 7, (TID #7) and adopted the East Side Redevelopment Project Plan comprising the area included in TID #7, finding that not less than 50% of the area thereof needed rehabilitation or conservation work; and

WHEREAS, Developer is the owner of real property Parcel ED-1067 located at 805 George Street, De Pere, WI, located within TID #7 and the East Side Redevelopment Project District and wishes to redevelop such real property by razing the existing structure and constructing a new 4,025 sq. ft. office building thereon; and

WHEREAS, state blight elimination and urban renewal laws (Wis. Stats. §66.1337 and §66.1331) and tax increment financing laws (Wis. Stats. §66.1105) empower cities to assist redevelopment projects by contributing funds toward redevelopment projects which would not occur but for the City's commitment to reimburse certain project costs associated with the redevelopment project; and

WHEREAS, allowable project costs under Wis. Stats. §66.1105(2)(f) include, among other things, project cost reimbursement grant incentives and other cash grants when made pursuant to a signed development agreement; and

WHEREAS, Developer's ability to redevelop this site would not be viable, and this redevelopment would not occur, but for the City's commitment to reimburse significant site development expenses associated with demolition and reconstruction activities contemplated by Developer; and

WHEREAS, the Development described above and more fully in this Agreement will promote the revitalization and economic stability of TID #7, the East Side Redevelopment Project District, and the City as a whole; 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. DEFINITIONS

A. Annual Property Tax Payment means the actual payment of real and personal property taxes paid by Developer annually on the Building Development Project.

B. Assessed Value means the value placed upon the real and personal property comprising the Building Development Project as determined pursuant to Wisconsin Statutes Chapter 70.

C. **Building Development Improvements** means building improvements on the Building Development Property of not less than a 4,025 square foot Class A office building with on-site parking facilities and landscaping consistent with the Building Development Site Plan approved by the City Plan Commission as shown on Exhibit A, attached and incorporated by reference.

D. **Building Development Project** means the redevelopment of the Building Development Property which shall consist of the following: (i) demolition of the existing building; (ii) financing, design, construction, and completion of the Building Development Improvements; (iii) the acquisition and installation of equipment and other personal property for use in the Building Development Improvements; and (iv) the construction and installation of all other private improvements for the development of the Building Development Project in accordance with the Building Development Site Plan and/or as may be required by any applicable zoning law, rule, regulation, or ordinance.

E. **Building Development Property** means Lots Seven (7) and Eight (8), Block Forty-four (44), according to the recorded original plat of De Pere, in the City of De Pere, East Side of Fox River, Brown County, Wisconsin (Tax Parcel ED-1067).

F. **Building Development Reimbursement Grant** means the sum of Ninety Thousand and 00/100 ($90,000.00) which is to be provided to Developer as set forth in Paragraph III.A.

G. **Building Development Site Plan** means the site plan for the Building Development Improvements as reviewed and conditionally approved at the April 26, 2021, City

Plan Commission meeting. The Building Development Site Plan as approved by the Plan Commission is attached as Exhibit A.

H. Certificate of Full Occupancy means the certificate issued by the Development Services Department upon completion of the Building Development Improvements so as to permit full occupancy of the same.

I. Commence Construction means physical work at the Building Development Property has occurred such that the current structure has been demolished, the site is excavated, and footing and foundation installation is underway.

J. Developer means Office Harmony LLC, a Wisconsin limited liability company, and its successors and assigns.

K. Deficit Payment means a payment to the City, calculated yearly, which is the difference between the Annual Property Tax Payment made yearly by Developer and the Minimum Annual Property Tax Payment required for such year under Paragraph II.D.3.

L. District and/or TID #7 means City of De Pere Tax Increment Financing District No. 7. TID #7 is statutorily scheduled to close as of October 17, 2033.

M. Guaranteed Assessed Value means an Assessed Value for the real and personal property comprising the Building Development Project, which, for the Term of this Agreement, shall be not less than one million and no/100 dollars ($1,000,000.00).

N. Minimum Annual Property Tax Payment means the minimum yearly total real and personal property tax payment Developer is obligated to pay on the real and personal property comprising the Building Development Project, namely thirteen

thousand three hundred forty -one and no/100 dollars ($13,341.00) per year, commencing with the 2022 tax year (payable in 2023).

O. Substantially Complete or Substantial Completion means that Developer has sufficiently completed the Building Development Improvements so that a Certificate of Full Occupancy has been issued by the City Development Services Department. . Substantial completion shall occur on or before January 1, 2022.

P. Term of Agreement means from the date this Agreement is executed until TID #7 is terminated.

II. DEVELOPER OBLIGATIONS

A. Plan Commission Site Plan Approval.

1. **Site Plan Approval.** Developer has received conditional site plan approval from the City Plan Commission. All terms and conditions of the City Plan Commission approval of the Building Development Site Plan are incorporated in Exhibit A.
2. **Building Development Improvements.** The Building Development Improvements shall be constructed in compliance with all City codes, including the City's Building Code and the City's Planning and Development Standards together with any conditions/ requirements of Exhibit A.

B. Commencement of Construction and Substantial Completion. Developer shall Commence Construction of the Building Development Improvements no later than August 1, 2021. Further the Project shall be Substantially Complete consistent with

Exhibit A and subject to full Assessed Value as of January 1, 2022.

C. Force Majeure. If Developer is delayed from achieving Substantial Completion as required in this Agreement due to circumstances beyond the reasonable control of Developer, including, but not limited to strikes, Acts of God, or another force majeure event, including epidemic or pandemic, the provisions of Paragraphs II.A. and B. shall be postponed by the period of such delay. Force majeure delays will not extend the applicable effective dates of the Property Valuation and Minimum Annual Property Tax Payments Warranties of Paragraph III.D. This provision is intended to be in addition to all other remedies available to the parties at law or equity.

D. Property Valuation Warranties and Minimum Annual Property Tax Payment.

1. **Guaranteed Assessed Value.** Developer warrants that the Assessed Value of the Building Development Project as of January 1, 2022, shall be not less than one million and no/100 dollars ($1,000,000.00). To that end, Developer, for itself and its respective successors and assigns, hereby waives all right to appeal the Assessed Value of the Building Development Project, whether to the City Board of Review or any other venue, to assert a claim of unlawful tax, assert a palpable error, or otherwise challenge under any existing or newly created right in the future under Wisconsin or Federal laws, the value of the Building Development Project below the Guaranteed Assessed Value for the Term of this Agreement.

2. **Property to Remain Taxable.** For the Term of this Agreement, Developer

agrees, for itself and its successors and assigns, that Developer shall not, without the prior written consent of the City, which consent shall be within the sole discretion of the City, sell or lease any portion of the Building Development Improvements to an entity whereby such sale or lease would cause such portion of the Building Development Improvements to become exempt from real estate and/or personal property taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon Developer and its successors and assigns. Developer further agrees to place a restriction in any deed conveying all or any part of the Building Development Improvements during the Term of this Agreement prohibiting any use of such property during the Term of this Agreement which would cause the Building Development Improvements or any portion thereof to become tax exempt. Should the Building Development Improvements or any portion thereof nevertheless become tax exempt, Developer, for itself and its successors and assigns, hereby agrees that the Minimum Annual Property Tax Payment shall then be made by the Owner of the Building Development Property in accordance with the process set out in Paragraph III.D.3.

3. **Minimum Annual Property Tax Payment.** Developer, for itself and its successors and assigns, obligates itself to pay the Minimum Annual Property Tax Payment of not less than thirteen thousand three hundred forty-one and

no/100 ($13,341.00) in tax on the real and personal property comprising the Building Development Project, commencing with the 2022 tax year (payable in 2023.) Should Developer's Annual Property Tax Payment for any tax year on and after January 1, 2022, not meet the $13,341 Minimum Annual Property Tax Payment, Developer, and its successors and assigns, shall make a Deficit Payment to the City equal to the difference between $13,341.00 and the Annual Property Tax Payment for each year the Minimum Annual Property Tax Payment is not met. The Deficit Payment shall be due and payable in full on or before July 31 of each year due (commencing with 2023). If not paid in full by said date, the Deficit Payment amount shall become a lien on the Building Development Property as a special charge under Wis. Stats. § 66.0627.

III. CITY OBLIGATIONS

A. Project Incentives. As an incentive for Developer to undertake the Building Development Project, which would not have occurred but for this incentive, City shall pay Developer the Building Development Reimbursement Grant to reimburse Developer for extraordinary and other project costs associated with the demolition and construction efforts involved with the construction of the Building Development. The Project Reimbursement Grant shall be payable to Developer after the issuance of the Certificate of Full Occupancy and after the Development

Services Director has reviewed and verified final demolition and construction costs, which issuance shall not be unreasonably withheld, conditioned, or delayed.

B. Cooperation. The City agrees to cooperate in the timely prosecution and granting of applications made by Developer for any certifications, permits or approvals appropriate or necessary for the Project.

IV. 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 a party believes that a provision of this Agreement has been breached, it shall supply the party alleged to have breached this Agreement with written notice informing the alleged breaching party that it has thirty (30) days to cure such breach. If there is no cure of that breach, either 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 any party fails to perform in compliance with such remedy provision or unreasonably delays in performing thereunder, and such delay or failure causes damage to another party, nothing in this Agreement shall prevent one 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.

V. MISCELLANEOUS

A. Obligations to Run with the Land. The obligations contained in this Agreement shall run with the land and are binding for the Term of this Agreement on all subsequent owners of the Building Development Improvements or any portion thereof as applicable. This Agreement and any amendment to this Agreement shall be recorded by City with the Brown County Register of Deeds.

B. Assignment.

1. Except as provided in this paragraph, neither Party may assign this agreement except upon prior written consent of all parties thereto, including acknowledgement by the assignee of the obligations contained in this Agreement and consent to the same by the other Party, which consent shall not be unreasonably withheld or conditioned.

2. Neither Party shall assign any other of its rights or obligations found in this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or conditioned.

C. 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:

Office Harmony, LLC
Attn: Karen L. Classon, Member
801 Heritage Road
De Pere, WI 54115

With a copy to:
One Law Group, S.C.
Attn: Mark A. Bartels
444 Reid Street, Suite 200
De Pere, WI 54115

2. If to City:

City of De Pere
Attn: City Clerk
335 South Broadway Street
De Pere, WI 54115

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

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

E. Entire Agreement. This Agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the parties and supersede all prior discussions and agreements, whether written or oral, between the parties and constitute 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 to this Agreement.

F. All parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity, or enforcement of this Agreement or any of its terms or conditions, there shall be no inferences, presumptions or conclusion drawn whatsoever against any party by virtue of that party having drafted this Agreement or any portion of this Agreement.

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

[*SIGNATURES LOCATED ON FOLLOWING PAGE]*

OFFICE HARMONY LLC

By:

_____

Karen L. Classon, Member

STATE OF WISCONSIN)
) SS.
BROWN COUNTY)

Personally came before me this ____ day of _____, 2021, the above-named Karen L. Classon, Member of Office Harmony, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

Notary Public, State of Wisconsin
My Commission expires: _____
☐ This notarial act involved the use of communication technology

CITY OF DE PERE

By:

_____

James G. Boyd, Mayor

_____

Carey E. Danen, City Clerk

STATE OF WISCONSIN)
) SS.
BROWN COUNTY)

Personally came before me this ____ day of _____, 2021, the above-named James G. Boyd and Carey E. Danen, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____

Notary Public, State of Wisconsin
My Commission expires: _____
☐ This notarial act involved the use of communication technology

Drafted by: Judith Schmidt-Lehman

CITY OF DE PERE

335 South Broadway, De Pere, WI 54115 | www.de-pere.org

May 7, 2021

Robert Mach, PE
Mach IV Engineering
2260 Salscheider CT
Green Bay, WI 54313

RE: Site Plan Review for a new 4,025 SF building located at 805 George ST
(Parcel ED-1067)

Dear Bob:

The revised site plan application for SKB Management, located at 805 George St has been **approved.** However, the following items must be addressed prior to obtaining occupancy permits.

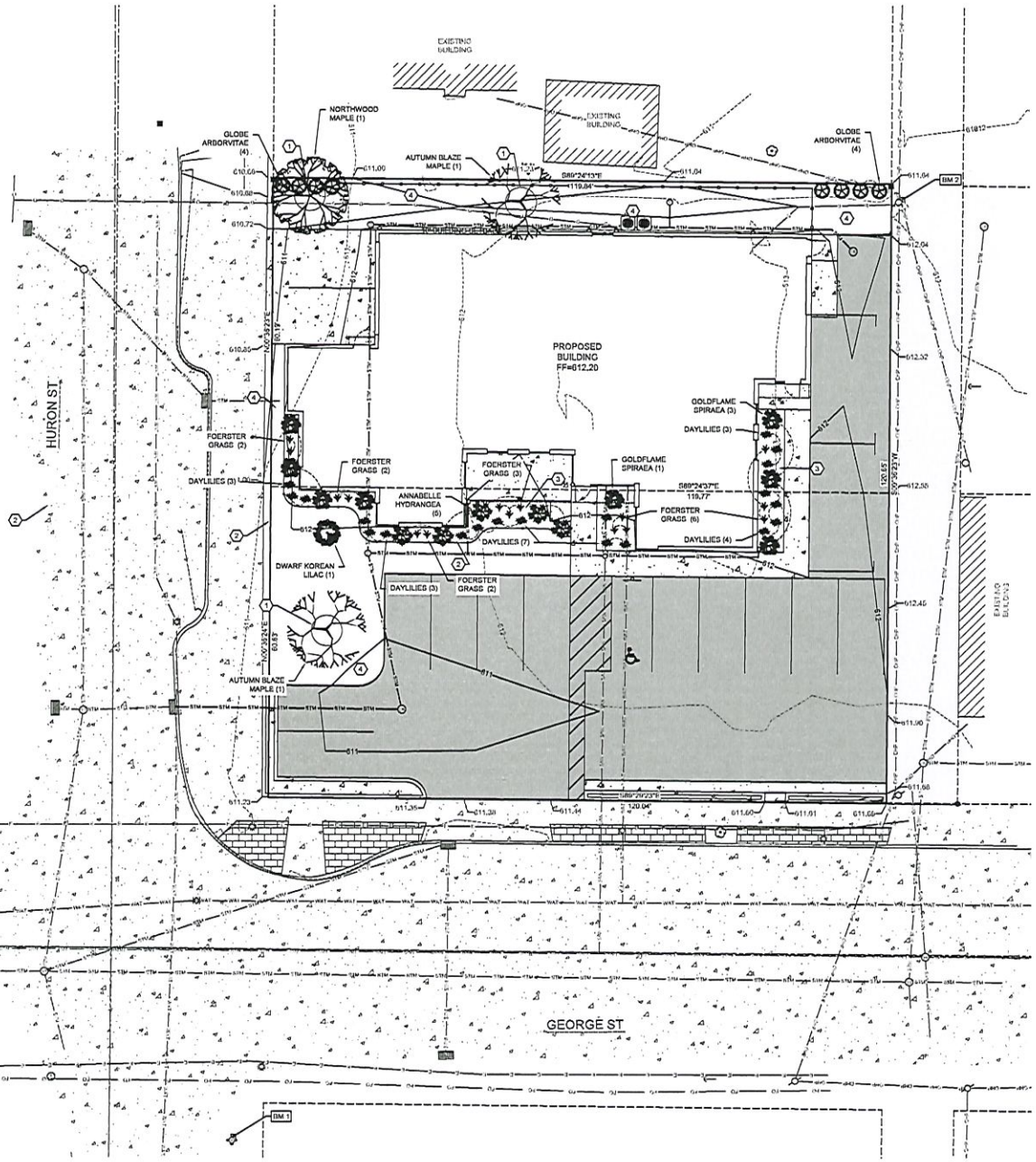
- DPMC 98 building and premise signs require a separated review and permitting.
- IBC 1111.1/111.2 Signs - Provide accessible parking signage at accessible parking spaces and passenger loading zones. Signage is not required when the total parking lot has 4 or less parking spaces. The bottom edge of accessible parking signs must be located 60 inches minimum above the level of the parking space.
- A separate permit is required for the proposed fence.

You may now proceed to the Building Inspection Division to apply for permits. Should you have any questions regarding the decision or require further information, feel free to contact me at 339-4043 or pschleinz@deperewi.gov.

Sincerely,

Peter Schleinz
Senior Planner | Zoning Administrator

cc: Daniel J. Lindstrom, AICP, Development Services Director
Dennis Jensen, Senior Building Inspector
Karen Classon, Office Harmony LLC



LANDSCAPE PLAN

SHEET KEY NOTES:

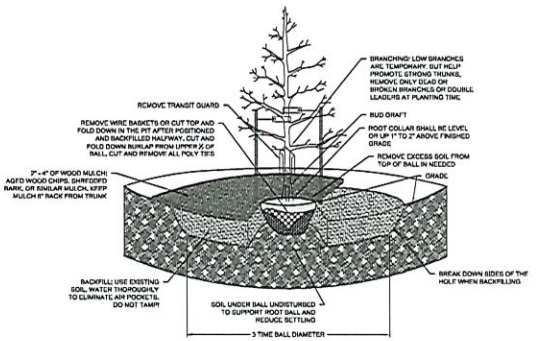
1. 6" DIAMETER SPADE EDGE & 3" HARDWOOD MULCH
2. PROFESSIONAL GRADE EDGING
3. 1½" RIVER ROCK WITH WEED BARRIER FABRIC
4. LAWN

PLANT TABLE

SYMBOL	COMMON NAME	SCIENTIFIC NAME	QUANTITY	SIZE
	NORTHWOOD MAPLE	ACER RUBRUM 'NORTHWOOD'	1	2 1/2"
	AUTUMN BLAZE MAPLE	ACER X FREEMANII 'JEFFERSRED'	2	2 1/2"
	DWARF KOREAN LILAC	SYRINGA MEYERI 'PALIBIN'	1	3-4'
	ANNABELLE HYDRANGEA	HYDRANGEA ARBORESCENS 'ANNABELLE'	5	3 GAL.
	GOLDFLAME SPIRAEA	SPIRAEA X BUMALDA 'GOLDFLAME'	8	3 GAL.
	DAYLILIES	HEMEROCALLIS	20	1 GAL.
	FOERSTER GRASS	CALAMAGROSTIS X ACUTIFLORA	15	1 GAL.
	GLOBE ARBORVITAE	THUJA OCCIDENTALIS 'GLOBE'	8	3 GAL.

LANDSCAPE NOTES

1. DIAMETERS OF PLANT MATERIALS AS DRAWN ARE REPRESENTATIVE OF PLANTS AT OR NEAR MATURITY RATHER THAN AT INITIAL PLANTING SIZES.
2. THE PLANT LIST IS INTENDED AS A GUIDE FOR THE CONTRACTOR. IN THE EVENT OF DISCREPANCY BETWEEN THE NUMBER OF PLANTS ON THE PLANT LIST AND ON THE DRAWING, THE GREATER NUMBER SHALL APPLY.
3. ADJUSTMENTS IN LOCATIONS OF PLANT MATERIALS MAY BE NECESSARY DUE TO NEW OR EXISTING UTILITIES OR SITE OBSTRUCTIONS. REVIEW WITH ARCHITECT BEFORE ADJUSTMENTS ARE MADE.
4. ALL SHRUBS OCCURRING IN CONTINUOUS ROW OR FORMAL ARRANGEMENT SHALL HAVE UNIFORM HEIGHT, SPREAD AND HABIT OF GROWTH. FOR GROUNDCOVER LOCATIONS, FILL AREA WITH QUANTITY OF PLANTS DESIGNATED; EVENLY SPACED.
5. A MINIMUM OF 12" DEPTH OF 50% TOPSOIL AND 50% COMPOST SHALL BE PLACED IN ALL BED AREAS BY THE CONTRACTOR PRIOR TO PLANT INSTALLATION.
6. MULCH TREES WITH MIN. 3" DEPTH OF GRAVEL OR HARDWOOD MULCH AS NOTED ON PLAN AND PER DETAILS. MULCH SHALL EXTEND IN A CONTINUOUS LAYER WITHIN PLANTING BEDS FROM FACE TO FACE OF SITE STRUCTURES - WALKS, BUILDING, OR OTHER PLANT BED LIMITS.
7. PROTECT EXISTING LAWN AREAS; REPAIR ANY CONTRACT RELATED DAMAGE TO LAWN AREAS.
8. THE CONTRACTOR SHALL MAINTAIN ALL PLANTS AND BEDS FOR A 60 DAY PERIOD AFTER ACCEPTANCE OF THE WORK BY THE ARCHITECT. THIS INCLUDES REGULAR WATERING, WEEDING AND MOWING.
9. THE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR ONE-YEAR FROM DATE OF ACCEPTANCE. BEFORE END OF WARRANTY PERIOD CONTRACTOR SHALL REPLACE ALL TREES, SHRUBS OR PLANTINGS NOT ALIVE OR IN A HEALTHY GROWING CONDITION.
10. SEED ALL DISTURBED AREAS WITH WDot No. 40 GRASS MIX.



PLANTING NOTES:

1. STAKE ONLY IF HAVE TO. USE 2" - 3" WERBING STRAPS AND SECURE TO STAKES WITH HEAVY GAUGE WIRE. THE WIRE SHOULD BE ABLE TO SLIDE STRAIGHT OUT FROM THE STAKE AND HOLD THE WERBING STRAP UP, PREVENTING IT FROM SLIDING DOWN THE TREE. DO NOT STAKE TIGHTLY. TREES GAIN STRENGTH FROM MOVEMENT. REMOVE ALL STAKES AFTER ONE YEAR.
2. USE OF TREE WRAP IS NOT RECOMMENDED, AS IT CAUSES A NUMBER OF PROBLEMS FOR THE TREE

(A) PLANTING DETAIL

10 5 0 10 20
GRAPHIC SCALE

MACH IV
ENGINEERING • SURVEYING • ENVIRONMENTAL
2260 Salscheider Court Green Bay, WI 54313
PH:920-569-5765; Fax: 920-569-5767
www.mach-iv.com
Project Number: 1823-01-21

Keller
PLANNERS | ARCHITECTS | BUILDERS
FOX CITIES
N210 Main Road 35
P.O. Box 420
Kaukauna, WI 54130
PHONE (920) 766-0795 / 1-800-279-0234
FAX (920) 766-1064
MADISON
711 Lois Drive
Sun Prairie WI 53590
PHONE (608) 318-2324
FAX (608) 318-2317
MILWAUKEE
4714 N 124th Calamale Road
Germantown, WI 53022
PHONE (262) 250-9711
1-800-279-0234
FAX (262) 255-8749
WAUSAU
2424 Lilac Ave
Wausau, WI 54401
PHONE (715) 843-5141
FAX (715) 845-7181
www.kellerbuilds.com

PROPOSED: OFFICE HARMONY, LLC
805 GEORGE STREET
DE PERE
WISCONSIN

"COPYRIGHT NOTICE"
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REVISIONS

PROJECT MANAGER: C. BONIS
DESIGNER: R. MACH
DRAWN BY: RPH
EXPEDITOR: A. COHEN
SUPERVISOR: D. DYCE
PRELIMINARY NO: PN
CONTRACT NO. 74102
DATE: 04-29-2021
SHEET: C5.0

Keller
PLANNERS | ARCHITECTS | BUILDERS

DE PERE, WISCONSIN

PROPOSED FOR:

SKB MANAGEMENT

"COPYRIGHT NOTICE"

REVISIONS		
1	12/3/2020	KRW
2		
3		
4		
5		
6		

PROJECT MANAGER: C. BONIS
DESIGNER: T. TIGLAU
DRAWN BY: KRW
EXPEDITOR: —
SUPERVISOR: —
PRELIMINARY NO: P20256
CONTRACT NO: —
DATE: NOVEMBER 4, 2020
SHEET: A1.0

PRELIMINARY - NOT FOR CONSTRUCTION

WALL KEY
- NEW WALL/FURRING
- NEW MASONRY VENEER WALL
- NEW COOLER/ FREEZER WALLS
- NEW FOUNDATION WALL
- TYPICAL EXISTING WALL
- DEMO WALLS
- FIRE WALL OR FIRE BARRIER

NORTH FLOOR PLAN
1/8" = 1'-0"

NORTH MEZZANINE FLOOR PLAN
1/8" = 1'-0"

Keller
PLANNERS | ARCHITECTS | BUILDERS
MADISON
MILWAUKEE
PROPOSED FOR:
SKB MANAGEMENT
DE PERE, WISCONSIN
PRELIMINARY - NOT FOR CONSTRUCTION
"COPYRIGHT NOTICE"
REVISIONS
1 12/3/2020 KRW
2
3
4
5
6
PROJECT MANAGER: C. BONIS
DESIGNER: T. TISLAU
DRAWN BY: KRW
EXPEDITOR: —
SUPERVISOR: —
PRELIMINARY NO: P20256
CONTRACT NO: —
DATE: NOVEMBER 4, 2020
SHEET: A2.0
WEST ELEVATION
NORTH ELEVATION
EAST ELEVATION
SOUTH ELEVATION

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 6, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Resolution #21-74 Authorizing Assignment and Consent to Assignment Between the City of De Pere, 301 North Broadway LLC and BEEKOZ, LLC (Reciprocal Parking Lot Use Agreement - Voyageur Lot Between William and Cass Streets).**

On May 4, 2021, the Council approved the Reciprocal Parking Lot Use Agreement (Voyager Lot Between William and Cass Streets) between the City and 301 North Broadway LLC. On June 10, 2021, the law department was informed that 301 North Broadway LLC, owner of the property at 301 North Broadway and the Voyager Lot property subject to the Reciprocal Parking Lot Use Agreement, had sold both properties to BEEKOZ, LLC (Tim Besaw Principal Member). Therefore, 301 North Broadway LLC must assign the Reciprocal Parking Lot Use Agreement to the new Owner with the City consenting to that assignment. This Assignment is before the Council prior to Committee review because the actual property sale took place the end of May, 2021, meaning that time is of the essence in updating the property ownership and responsibilities under the Reciprocal Parking Lot Use Agreement.

ATTACHMENTS:

- Reso21-74 (PDF)
- Assignment -Consent to Assignment Reciprocal Use K (PDF)

RESOLUTION #21-74

AUTHORIZING ASSIGNMENT AND CONSENT TO ASSIGNMENT BETWEEN
THE CITY OF DE PERE, 301 NORTH BROADWAY LLC AND BEEKOZ, LLC
(Reciprocal Parking Lot Use Agreement – Voyageur Lot Between William and Cass Streets)

WHEREAS, the City and 301 North Broadway LLC ("301 North Broadway") are parties to a Reciprocal Parking Lot Use and Maintenance Agreement, which 301 North Broadway wishes to assign to BEEKOZ, LLC ("BEEKOZ"); and

WHEREAS, BEEKOZ wishes to accept said Assignment and the City wishes to consent to the same in order to continue the mutual benefit of each party's performance under the Agreement, subject to the terms and conditions of the Assignment and Consent to Assignment attached hereto and incorporated herein as Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and the City Clerk are hereby authorized and directed to execute the Assignment and Consent to Assignment Between the City of De Pere, 301 North Broadway LLC and BEEKOZ, LLC as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of July, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

ASSIGNMENT AND CONSENT TO ASSIGNMENT

WHEREAS, the City of De Pere, a Wisconsin municipal corporation ("City") and 301 North Broadway LLC ("301 North Broadway"), a Wisconsin limited liability company, are parties to a Reciprocal Parking Lot Use and Maintenance Agreement (Voyageur Lot Between William and Cass Streets) ("the Agreement"), dated May 13, 2021, a copy of which is attached and incorporated by reference as Exhibit A; and

WHEREAS, 301 North Broadway conveyed the real property which is subject to the Agreement to BEEKOZ, LLC, ('BEEKOZ ') a Wisconsin limited liability company on May 28, 2021; and

WHEREAS, the Parties wish to enter into this Assignment and Consent to Assignment as set forth below.

ASSIGNMENT

1. 301 North Broadway hereby assigns to BEEKOZ all of 301 North Broadway's right, title, interest in and to, and all of 301 North Broadway's obligations under, the Agreement.

2. BEEKOZ hereby accepts the assignment hereby made and agrees to assume all of 301 North Broadway's rights and obligations under the Agreement from and after May 13, 2021.

3. 301 North Broadway agrees to indemnify and hold BEEKOZ harmless from and against any and all liability arising under the Agreement, including liability for costs and reasonable attorneys' fees, which liability arises from, or is based upon, any facts or circumstances that occurred or existed during any period before May 28, 2021.

4. BEEKOZ agrees to indemnify and hold 301 North Broadway harmless from and against any and all liability arising under the Agreement, including liability for costs and reasonable attorneys' fees, which liability arises from, or is based upon, any facts or circumstances that occur or exist on or after May 28, 2021.

CONSENT TO ASSIGNMENT

The City hereby consents to the above assignment and assumption under the terms and conditions herein.

Dated the ____day of _____, 2021.

301 North Broadway LLC

By:

_____
Name
Title: Member

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2021, the above-named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission Expires: _____

BEEKOZ, LLC

By:

_____
Name
Title: Member

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2021, the above-named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission Expires: _____

CITY OF DE PERE
By:

_____
James G. Boyd, Mayor

_____
Carey E. Danen, City Clerk

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____ day of _____, 2021, the above-named James G. Boyd, Mayor, and Carey E. Danen, City Clerk, known as the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission Expires: _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 6, 2021**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Resolution #21-75 Authorizing Sponsorship Agreement with Fox Communities Credit Union for Holiday Light Event at Voyageur Park.**

ATTACHMENTS:

- Reso21-75 (PDF)
- FCCU Holiday Lighting Sponsorship Agreement (PDF)
- Holiday Light Festival.Map (PDF)
- Memo.Sponsorship Holiday Lights (DOCX)
- Voyageur Holiday Light Experience.Program Description (DOCX)
- Map (PDF)
- Agreement parameters (DOCX)

RESOLUTION #21-75

AUTHORIZING SPONSORSHIP AGREEMENT WITH FOX COMMUNITIES CREDIT UNION FOR HOLIDAY LIGHT EVENT AT VOYAGEUR PARK

WHEREAS, Fox Communities Credit Union ("FCCU") is committed to serving local communities to ensure that residents have access to fun and affordable events through its charitable contribution initiatives; and

WHEREAS, the City of De Pere has been invited to partner with FCCU to host an annual drive through holiday light experience at Voyaguer Park; and

WHEREAS, in exchange for the generous financial sponsorship of the event by FCCU for the first four years (2021-2024), the City shall be responsible for facilitating, promoting and maintaining the event, in addition to soliciting organizations to staff the entrance of the event for the purpose of supporting local charities, pursuant to the terms and conditions of the Sponsorship Agreement attached hereto; and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

> The Mayor and City Clerk are authorized and directed to execute the Sponsorship Agreement for Holiday Light Event at Voyageur Park, as is attached hereto, subject to such changes and revisions as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin this 6th day of July, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 03/18/2021

SPONSORSHIP AGREEMENT FOR
HOLIDAY LIGHT EVENT AT VOYAGEUR PARK

WHEREAS, the City of De Pere Board of Park Commissioners, on March 18, 2021, approved a Holiday Light Event at Voyageur Park to begin in December, 2021, ("Event") and continue on an annual basis; and

WHEREAS, a map depicting the location of the Event is attached and incorporated as Exhibit A; and

WHEREAS, Fox Communities Credit Union ("Sponsor") has generously agreed to be the main sponsor of the Event for the first four years; and

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

1. The City of De Pere ("City") pledges to host an annual drive through holiday light experience at Voyageur Park in substantial conformity with the map shown in Exhibit A beginning on December 10, 2021.
2. Sponsor pledges to donate $12,500.00 to the City for the Event, with the following schedule of payments:

   Year 1: $5,000.00 prior to August 1, 2021

   Year 2: $2,500.00 prior to August 1, 2022

   Year 3: $2,500.00 prior to August 1, 2023

   Year 4: $2,500.00 prior to August 1, 2024
3. Upon receipt of each payment noted above, the City shall forward to Sponsor written acknowledgement of such donation so as to satisfy state and federal government requirements for charitable contributions.

4. City shall be responsible for running, promoting, and maintaining the Event, including providing an on-site supervisor, installing, removing and storing all lights and decorations, troubleshooting any electrical issues, and paying all utility costs related to the Event.
5. The title of the Event shall be "De Pere Holiday Light Festival Sponsored by Fox Communities Credit Union" during the sponsorship term of 2021-2024.
6. In 2021, the Event will primarily consist of lights and decorations in and around the turnaround area, depicted in orange on Exhibit A. In 2022 and beyond, the Event may include lights and decorations on and around the trees leading up to the turnaround area, depicted by purple circles and red/white triangles on Exhibit A.
7. Sponsor shall approve any marketing or advertising related to the Event in which Sponsor's name or logo is used.
8. City shall solicit organizations to staff the front entrance of the Event for the purpose of raising donations/funds for a local charity. One date of the annual Event shall be reserved for Sponsor to provide staff for the front entrance.
9. If the Event does not come to fruition by the first full week of December each year throughout the sponsorship term, the City shall return that year's portion of the donated funds to Sponsor.

Dated this _____ day of _____, 2021.

FOX COMMUNITIES CREDIT UNION
By:

_____
TITLE

_____
TITLE

CITY OF DE PERE
By:

_____
James G. Boyd, Mayor

_____
Carey E. Danen, City Clerk

J:\Law\Agreements\2021\FCCU Holiday Lighting Sponsorship Agreement.docx

User Created DIME Map



02/08/2021 10:43:44 AM

1:1,800

0 0.01 0.03 0.06 mi

0 0.02 0.04 0.09 km

DePereCounty_2020.sid

Red: Band_1

Green: Band_2

Blue: Band_3

Exhibit A

This is a custom map created by a user of the De Pere Interactive Mapping Engine DIME

Holiday Light Festival – Voyageur Park

North

West



East

South

Orange Shaded Area – Area to be lit with holiday lighting by the City of De Pere. This shall be the focus in Year 1 of the event.

Purple Shaded Circles – These will be individual sponsor trees. The number of them will be determined by the number of sponsorships received from the community and businesses. We will start placing trees closest to the City lighted portion and work to the east.

Red Triangles – these will be City lit trees along the median and access road. Beginning in Year 2, we will begin lighting these trees (working from west to east) with the resources we have available to us, with the plan to have it fully lit by Year 3 or 4.

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki, Director of Parks, Recreation and Forestry
Date: March 18, 2021

RE: **Sponsorship of Holiday Light Display**

We are happy to report to the Board of Park Commissioners, that after several discussions with Fox Communities Credit Union they are proposing to be the main sponsor for a brand new program to be held during the winter months. Included in your packet is a description of the program and the sponsorship being proposed from Fox Communities Credit Union.

Staff is recommending:

- Approval of the Holiday Light Event.
- Approval of the sponsorship request from Fox Communities Credit Union.
- Forward to the City's Legal Office for the creation of an agreement and then forward to City Council for approval.

Voyageur Holiday Light Experience

Dates: December 10 & 11 (Fri, Sat)

December 17 & 18 (Fri, Sat)

December 23, 24, & 25 (Thur, Fri, Sat)

Time: 5 – 9 pm

What: Drive through holiday light experience in Voyageur Park.

Long Range Plan: Due to the cost in purchasing lights, it is our intent to grow over time. We do not plan on charging initially; however will plan on having "donation" days. "Donation Days" will be marketed in a way that will encourage people to make a donation prior to going through the light experience. It would be our intent to grow our lighting display over the course of 3-5 years to a point we could possibly charge for the drive through experience.

Initial year: With the City resources and the main sponsor donation, we anticipate we can acquire enough lights to light approximately 25-30 trees…averaging 500-750 lights per tree.

Sponsor Trees: In addition to City installed lights, we would solicit donors (businesses, organizations, people, etc…) to light a sponsor tree as part of the overall program. We would place a sponsor tree along the access road or median. Sponsor trees would be a 6-7 ft Balsam Fir Tree staked into the ground. There would be two options. Option 1 would be for a sponsor to pay $500 and the City will set up the tree, put lights on the trees, and place a sign in front of the tree indicating they are the sponsor. Option 2 would be for the for the sponsor to pay $125. For this option the City will install the tree, however the sponsor will decorate and lite their own tree and place their own sign in front of the tree.

Entrance Gate/Donations: We would solicit Non-Profits or businesses raising money for non-profits to man the front of the entrance to accept donations for entry. Our intent is to not charge an entrance fee at this time to enter the light display, but to ask for a donation if people want. If they don't provide a donation, they can still go through. For instance, an organization could man the entrance and ask for a canned food donation to enter. All proceeds would be given to Paul's Pantry. Another day, we would ask for a new children's toy with all donations going to Health and Human Services. Another day would be staff taking monetary donations for the Recreation Scholarship Fund. The department would take applications to review for participating organizations and would likely have the Park Board involved in the selection of organizations.

City's Responsibility: Erect the lights that are not part of the volunteer lighting program. Ensure the lights work, turn lights on and turn them off, trouble shoot any electrical issues, pay for utilities, take all lights down and store. We would also provide an on-site supervisor for the project. Anticipated cost for the site supervisor is approximately $500. We do not know the full extent of utility costs although we

believe they would be minimal as we will be incorporating all LED lighting, and we are also not sure of the full extent of our staffing for set up and tear down as the size of the program is unclear.

Long Range Plan

- Year 1 – main focus will be to light the circle. If we have businesses, we will start to light the trees moving to the east.
- Year 2 – Main focus will be to light the circle and enhance the variety and features of the circle. If we have businesses, we will continue to light the trees moving to the east.
- Year 3 – Circle will remain somewhat consistent. Resources will now be directed to lighting trees to the east (access road and median).
- Year 4 - Circle will remain somewhat consistent. Resources are directed to lighting trees to the east (access road and median).

User Created DIME Map



02/02/2021 2:03:45 PM

DePereCounty_2020.sid Green: Band_2 Blue: Band_3

Red: Band_1

1:1,200

0 0.01 0.02 0.04 mi

0 0.01 0.03 0.06 km

This is a custom map created by a user of the De Pere Interactiv

Approval Process:

- The Park Board shall review the program and sponsorship parameters.
- Upon Park Board approval, the item will be submitted to our legal office for drafting of an agreement.
    - The agreement shall be reviewed by both parties and agreed upon prior to going forward for approval
- Once the agreement is mutually agreed upon, the agreement will be submitted to our City Council for approval.

General Parameters of Agreement:

City of De Pere

- Responsible for running/promoting/maintaining the program including providing an on-site supervisor.
- Responsible for utility costs related to event.
- Responsible for the installation and removal of lights/decorations.
- Title of Program will be "De Pere Holiday Light Festival…sponsored by Fox Communities Credit Union".
- City agrees to recognize FCCU sponsorship for a period of 4 years.
- Solicit organizations to staff front entrance for purpose of raising donations/funds for a charity that has some correlation to the City of De Pere. City to provide FCCU one of these dates.

Fox Cities

- Year 1 - Pays $5,000 to the City of De Pere for sponsorship prior to August 1.
- Year 2 – Pays $2,500 to the City of De Pere for sponsorship prior to August 1.
- Year 3 – Pays $2,500 to the City of De Pere for sponsorship prior to August 1.
- Year 4 – Pays $2,500 to the City of De Pere for sponsorship prior to August 1.

Miscellaneous:

- The City of De Pere reserves the right to solicit additional sponsors as outlined in the program proposal.
- The City of De Pere reserves the right to cancel a day or days of the event due to weather and/or other impacting emergency (water main break, pandemic, etc…)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 6, 2021**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Don Melichar**
SUBJECT:	**Resolution #21-76 Approving Participation in the Fox-Wolf Watershed Alliance Adopt-a-Launch Program.**

ATTACHMENTS:

- Reso21-76 (PDF)
- Fox-Wolf Watershed Alliance volunteer program (PDF)

RESOLUTION #21-76

APPROVING PARTICIPATION IN THE FOX-WOLF WATERSHED ALLIANCE
ADOPT-A-LAUNCH PROGRAM

WHEREAS, the Fox-Wolf Adopt-a-Launch Program works to engage community members through volunteer efforts to:

1. Identify new introductions of aquatic invasive species;
2. Prevent the spread of aquatic invasive species by removing plants and debris at launch sites;
3. Improve and protect habitat and water quality by removing garbage;
4. Ensure recreational boating facilities are maintained by reporting issues; and
5. Develop a sense of pride and ownership of local waterways among participants; and

WHEREAS, the City of De Pere has been invited to participate in this program to be partnered with a volunteer organization who will visit the adopted launch at least three times during the year between the months of April and November to search for invasive species, remove plants and litter from the boat launch areas and report any issues with the launch or surrounding areas; and

WHEREAS, in exchange for and in recognition of their adopt-a-launch services, the volunteer organization will be allowed to place an 18”x24” sign at the launch acknowledging their organization and commitment to the City of De Pere; and

WHEREAS, the program will initially take place at Fox Point Boat Launch and may expand to other boat launches within the City; and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

The Common Council of the City of De Pere authorizes the Director of Parks, Recreation & Forestry, or their designee, to facilitate participation in the Fox-Wolf Watershed Alliance Adopt-a-Launch Program on behalf of the City of De Pere.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin this 6th day of July, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 06/17/2021

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Don Melichar, Park Superintendent/City Forester
Date: June 7, 2021

RE: Consideration and Possible Action to Approve the City's participation in Fox-Wolf Watershed Alliance's Adopt-a-Launch Program

Chris Acy, the Brown County Aquatic Invasive Species Coordinator at the Fox-Wolf Watershed Alliance, contacted staff with a proposed program called the Adopt-a-Launch Program. The Alliance has a group of volunteers interested in adopting the Fox Point Boat Landing now and possibly additional launches in the future.

The Adopt-a-Launch Program works to engage community members in taking ownership of their lakes/rivers by helping to search for aquatic invasive species and improving local boat launch areas.

Adopt-a-Launch works to:

- Look for aquatic invasive species
- Remove plants and debris from boat launch area
- Remove litter around boat launches
- Record and report any maintenance issues
- Help create community member ownership of the local waterways

Each volunteer or group of volunteers adopts a boat landing. Volunteers work with Chris to choose a launch to adopt. Volunteers visit their boat launch at least three times a year between April 1 and November 1 and safety is emphasized for all volunteers.

Each time volunteers visit their boat launch, they will:

- Look for aquatic invasive species at boat launches
- Remove plants from boat launch area
- Remove litter around boat launches.
- Report any issues with the boat launch or surrounding areas

All volunteers will be trained by Chris on all expected tasks and how to report and document aquatic invasive species, launch issues, etc. The Program will give volunteer groups trash bags, safety vests, materials to search for aquatic invasive species, and an acknowledgment sign at the boat launch (if approved by the launch owner). There is no cost to the City of De Pere. If allowed, they would put up an 18"x24" sign that highlights the volunteer group that "adopts" each launch. The logo of the City would also be on the sign to show their commitment to the program and protecting our local waters from aquatic invasive species.

I would work with Chris to set up certain and specific timeframes when they would be at the launch. Staff feels this would be an excellent opportunity to educate boaters on all the great opportunities the Fox River offers while also making them aware of all the hazards that go with boating the Fox.

Please contact me if you have any further questions or comments.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 6, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Voucher approval.**

ATTACHMENTS:

- 7-6-2021 VOUCHERS (PDF)

PACKET: 06565 JUL 2021 COUNCIL - 1 7-6-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2568	A-1 AUTO UPHOLSTERY INC							
	I-15080	A-1 AUTO UPHOLSTERY INC	R	7/06/2021		330.00CR	095841	
	I-15081	A-1 AUTO UPHOLSTERY INC	R	7/06/2021		300.00CR	095841	630.00
8397	ACCESS INC							
	I-301364	ACCESS INC	R	7/06/2021		3,400.00CR	095842	3,400.00
8398	ACE DRAIN & SEWER OF GREEN BAY							
	I-17206	ACE DRAIN & SEWER OF GREEN BAY	R	7/06/2021		125.00CR	095843	125.00
0302	AIRGAS USA LLC							
	I-9113938604	AIRGAS USA LLC	R	7/06/2021		248.96CR	095844	
	I-9114384742	AIRGAS USA LLC	R	7/06/2021		154.16CR	095844	
	I-9114384743	AIRGAS USA LLC	R	7/06/2021		101.07CR	095844	
	I-9979201997	AIRGAS USA LLC	R	7/06/2021		68.40CR	095844	
	I-9979695068	AIRGAS USA LLC	R	7/06/2021		478.83CR	095844	
	I-9979695069	AIRGAS USA LLC	R	7/06/2021		212.24CR	095844	
	I-9979695070	AIRGAS USA LLC	R	7/06/2021		262.12CR	095844	1,525.78
7873	AMERICAN CONSERVATION & BILLING SOLUTIONS							
	I-12693	AMERICAN CONSERVATION & BILLIN	R	7/06/2021		1,042.00CR	095845	1,042.00
3962	AMERICAN WATER WORKS ASSOCIATION							
	I-7001924100	AMERICAN WATER WORKS ASSOCIATI	R	7/06/2021		252.00CR	095846	252.00
1781	ASPHALT SEAL & REPAIR INC							
	I-21-13 (1)	ASPHALT SEAL & REPAIR INC	R	7/06/2021		98,099.93CR	095847	98,099.93
8362	AURORA HEALTH CARE							
	I-202106231799	AURORA HEALTH CARE	R	7/06/2021		125.00CR	095848	125.00
6803	AUTOMATIC MOTORS INC.							
	I-60691	AUTOMATIC MOTORS INC.	R	7/06/2021		1,441.00CR	095849	1,441.00
1698	B A T I							
	I-5544	B A T I	R	7/06/2021		2,600.00CR	095850	
	I-5545	B A T I	R	7/06/2021		2,600.00CR	095850	5,200.00
0019	BADGER POPCORN & CONC SUPPLY INC							
	I-472146	BADGER POPCORN & CONC SUPPLY I	R	7/06/2021		371.51CR	095851	
	I-472146-1	BADGER POPCORN & CONC SUPPLY I	R	7/06/2021		104.00CR	095851	
	I-472148	BADGER POPCORN & CONC SUPPLY I	R	7/06/2021		106.10CR	095851	
	I-472235	BADGER POPCORN & CONC SUPPLY I	R	7/06/2021		161.55CR	095851	
	I-472598	BADGER POPCORN & CONC SUPPLY I	R	7/06/2021		184.73CR	095851	
	I-472599	BADGER POPCORN & CONC SUPPLY I	R	7/06/2021		701.06CR	095851	1,628.95

PACKET: 06565 JUL 2021 COUNCIL - 1 7-6-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0020	BADGERLAND PRINTING INC							
	I-36645	BADGERLAND PRINTING INC	R	7/06/2021		21.75CR	095852	
	I-36672	BADGERLAND PRINTING INC	R	7/06/2021		235.00CR	095852	
	I-36688	BADGERLAND PRINTING INC	R	7/06/2021		640.00CR	095852	896.75
6404	BAY AREA TESTING & CONSULTING LLC							
	I-4711	BAY AREA TESTING & CONSULTING	R	7/06/2021		525.90CR	095853	
	I-4712	BAY AREA TESTING & CONSULTING	R	7/06/2021		163.40CR	095853	
	I-4713	BAY AREA TESTING & CONSULTING	R	7/06/2021		720.00CR	095853	
	I-4747	BAY AREA TESTING & CONSULTING	R	7/06/2021		117.50CR	095853	
	I-4770	BAY AREA TESTING & CONSULTING	R	7/06/2021		29.00CR	095853	
	I-4771	BAY AREA TESTING & CONSULTING	R	7/06/2021		29.00CR	095853	
	I-4772	BAY AREA TESTING & CONSULTING	R	7/06/2021		408.90CR	095853	
	I-4773	BAY AREA TESTING & CONSULTING	R	7/06/2021		1,397.10CR	095853	3,390.80
0027	BAY TOWEL INC							
	I-4152573	BAY TOWEL INC	R	7/06/2021		117.98CR	095854	
	I-4163805	BAY TOWEL INC	R	7/06/2021		117.98CR	095854	
	I-4167716	BAY TOWEL INC	R	7/06/2021		117.98CR	095854	
	I-4171524	BAY TOWEL INC	R	7/06/2021		117.98CR	095854	
	I-4173711	BAY TOWEL INC	R	7/06/2021		147.73CR	095854	
	I-4173712	BAY TOWEL INC	R	7/06/2021		95.82CR	095854	
	I-4175317	BAY TOWEL INC	R	7/06/2021		117.98CR	095854	833.45
7889	JOSEPH BEARD							
	I-202106231800	JOSEPH BEARD	R	7/06/2021		251.62CR	095855	251.62
8409	WES BERNDT							
	I-202106291829	WES BERNDT	R	7/06/2021		259.00CR	095856	259.00
0033	BIRDSEYE DAIRY INC							
	C-124220	BIRDSEYE DAIRY INC	R	7/06/2021		15.30	095857	
	I-123573	BIRDSEYE DAIRY INC	R	7/06/2021		290.37CR	095857	
	I-123983	BIRDSEYE DAIRY INC	R	7/06/2021		280.89CR	095857	
	I-123984	BIRDSEYE DAIRY INC	R	7/06/2021		316.44CR	095857	
	I-124221	BIRDSEYE DAIRY INC	R	7/06/2021		21.60CR	095857	894.00
2831	BODART ELECTRIC SERVICE INC							
	I-10139	BODART ELECTRIC SERVICE INC	R	7/06/2021		1,856.71CR	095858	
	I-10140	BODART ELECTRIC SERVICE INC	R	7/06/2021		7,525.00CR	095858	9,381.71
3008	BOUND TREE MEDICAL LLC							
	I-84096033	BOUND TREE MEDICAL LLC	R	7/06/2021		30.79CR	095859	30.79

PACKET: 06565 JUL 2021 COUNCIL - 1 7-6-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0038	BROADWAY AUTOMOTIVE INC							
	I-1035793P	BROADWAY AUTOMOTIVE INC	R	7/06/2021		143.84CR	095860	
	I-1036608P	BROADWAY AUTOMOTIVE INC	R	7/06/2021		148.85CR	095860	
	I-1036642P	BROADWAY AUTOMOTIVE INC	R	7/06/2021		83.50CR	095860	
	I-541210P	BROADWAY AUTOMOTIVE INC	R	7/06/2021		12.72CR	095860	
	I-541437P	BROADWAY AUTOMOTIVE INC	R	7/06/2021		88.66CR	095860	
	I-692716	BROADWAY AUTOMOTIVE INC	R	7/06/2021		372.08CR	095860	849.65
0039	BROOKS TRACTOR INC							
	C-D91898	BROOKS TRACTOR INC	R	7/06/2021		50.00	095861	
	I-383180	BROOKS TRACTOR INC	R	7/06/2021		1,355.27CR	095861	
	I-383271	BROOKS TRACTOR INC	R	7/06/2021		1,220.68CR	095861	
	I-D91072	BROOKS TRACTOR INC	R	7/06/2021		95.45CR	095861	
	I-D91433	BROOKS TRACTOR INC	R	7/06/2021		72.71CR	095861	
	I-D91650	BROOKS TRACTOR INC	R	7/06/2021		438.73CR	095861	3,132.84
0790	BROWN COUNTY CLERK							
	I-202106231801	BROWN COUNTY CLERK	R	7/06/2021		35.00CR	095862	35.00
2944	BROWN COUNTY JAIL							
	I-202106231802	BROWN COUNTY JAIL	R	7/06/2021		80.00CR	095863	80.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-46923	BROWN COUNTY PORT SOLID WASTE	R	7/06/2021		21,814.81CR	095864	21,814.81
6061	CARRICO AQUATIC RESOURCES INC							
	I-20212981	CARRICO AQUATIC RESOURCES INC	R	7/06/2021		237.14CR	095865	237.14
1962	CASPERS TRUCK EQUIPMENT INC							
	I-49374-IN	CASPERS TRUCK EQUIPMENT INC	R	7/06/2021		897.79CR	095866	897.79
0536	CDW GOVERNMENT INC							
	I-D171008	CDW GOVERNMENT INC	R	7/06/2021		56.52CR	095867	
	I-D216565	CDW GOVERNMENT INC	R	7/06/2021		269.69CR	095867	
	I-D408842	CDW GOVERNMENT INC	R	7/06/2021		166.77CR	095867	
	I-D567121	CDW GOVERNMENT INC	R	7/06/2021		44.81CR	095867	
	I-D940397	CDW GOVERNMENT INC	R	7/06/2021		2,275.89CR	095867	
	I-D958442	CDW GOVERNMENT INC	R	7/06/2021		7,292.79CR	095867	
	I-F005259	CDW GOVERNMENT INC	R	7/06/2021		335.16CR	095867	
	I-F347039	CDW GOVERNMENT INC	R	7/06/2021		26.68CR	095867	
	I-F730912	CDW GOVERNMENT INC	R	7/06/2021		3,999.02CR	095867	14,467.33

PACKET: 06565 JUL 2021 COUNCIL - 1 7-6-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6575	CEDAR CORP							
	I-107064	CEDAR CORP	R	7/06/2021		1,760.00CR	095868	1,760.00
2708	CLEANING SOLUTION SERVICES INC							
	I-21423	CLEANING SOLUTION SERVICES INC	R	7/06/2021		266.02CR	095869	
	I-21428	CLEANING SOLUTION SERVICES INC	R	7/06/2021		1,436.94CR	095869	
	I-21429	CLEANING SOLUTION SERVICES INC	R	7/06/2021		1,758.93CR	095869	
	I-21432	CLEANING SOLUTION SERVICES INC	R	7/06/2021		2,218.50CR	095869	
	I-21464	CLEANING SOLUTION SERVICES INC	R	7/06/2021		600.00CR	095869	
	I-21474	CLEANING SOLUTION SERVICES INC	R	7/06/2021		148.23CR	095869	
	I-21477	CLEANING SOLUTION SERVICES INC	R	7/06/2021		208.37CR	095869	
	I-21480	CLEANING SOLUTION SERVICES INC	R	7/06/2021		113.48CR	095869	
	I-21482	CLEANING SOLUTION SERVICES INC	R	7/06/2021		168.72CR	095869	6,919.19
7997	COMPLETE OFFICE							
	I-AR30636	COMPLETE OFFICE	R	7/06/2021		43.41CR	095870	
	I-AR30637	COMPLETE OFFICE	R	7/06/2021		206.62CR	095870	
	I-AR30638	COMPLETE OFFICE	R	7/06/2021		48.34CR	095870	
	I-AR30639	COMPLETE OFFICE	R	7/06/2021		38.83CR	095870	337.20
7639	CORE & MAIN LP							
	I-0329384	CORE & MAIN LP	R	7/06/2021		414.00CR	095871	
	I-P035052	CORE & MAIN LP	R	7/06/2021		438.00CR	095871	
	I-P122199	CORE & MAIN LP	R	7/06/2021		1,540.00CR	095871	2,392.00
0217	COUNTRY VISIONS COOPERATIVE							
	I-202106231803	COUNTRY VISIONS COOPERATIVE	R	7/06/2021		15.38CR	095872	
	I-3564	COUNTRY VISIONS COOPERATIVE	R	7/06/2021		15.38CR	095872	30.76
0063	DAANEN & JANSSEN INC							
	I-197296	DAANEN & JANSSEN INC	R	7/06/2021		105.77CR	095873	105.77
8399	DE PERE PUBLIC WORKS							
	I-202106231804	DE PERE PUBLIC WORKS	R	7/06/2021		1,770.36CR	095874	
	I-202106231805	DE PERE PUBLIC WORKS	R	7/06/2021		1,638.38CR	095874	3,408.74
7037	DEFINITELY DE PERE							
	I-1047	DEFINITELY DE PERE	R	7/06/2021		45,000.00CR	095875	45,000.00
0075	DIGGERS HOTLINE INC							
	I-210 5 36401	DIGGERS HOTLINE INC	R	7/06/2021		973.34CR	095876	973.34

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0078	DORNER INC							
	I-21-01 (1)	DORNER INC	R	7/06/2021		107,278.50CR	095877	107,278.50
0944	ELECTION SYSTEMS & SOFTWARE INC							
	I-CD2003839	ELECTION SYSTEMS & SOFTWARE IN	R	7/06/2021		227.50CR	095878	227.50
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-2262318	EMERGENCY MEDICAL PRODUCTS INC	R	7/06/2021		105.00CR	095879	
	I-2262331	EMERGENCY MEDICAL PRODUCTS INC	R	7/06/2021		189.97CR	095879	294.97
8401	ENTRANCE SYSTEMS							
	I-29264	ENTRANCE SYSTEMS	R	7/06/2021		2,422.66CR	095880	
	I-29265	ENTRANCE SYSTEMS	R	7/06/2021		642.34CR	095880	3,065.00
0086	ERC INC							
	I-ERC-0521-1260	ERC INC	R	7/06/2021		494.45CR	095881	494.45
7422	EXCEL UNDERGROUND LLC							
	I-9105	EXCEL UNDERGROUND LLC	R	7/06/2021		8,092.11CR	095882	8,092.11
0091	FASTENAL COMPANY							
	I-WIGRE405678	FASTENAL COMPANY	R	7/06/2021		35.93CR	095883	
	I-WIGRE408243	FASTENAL COMPANY	R	7/06/2021		89.20CR	095883	
	I-WIGRE408328	FASTENAL COMPANY	R	7/06/2021		78.42CR	095883	
	I-WIGRE408695	FASTENAL COMPANY	R	7/06/2021		9.26CR	095883	212.81
0331	FERGUSON WATERWORKS #1476 INC							
	I-332471	FERGUSON WATERWORKS #1476 INC	R	7/06/2021		634.48CR	095884	634.48
0200	FIRST SUPPLY LLC							
	I-12710892-00	FIRST SUPPLY LLC	R	7/06/2021		21.32CR	095885	
	I-12740682-00	FIRST SUPPLY LLC	R	7/06/2021		44.40CR	095885	
	I-12745065-00	FIRST SUPPLY LLC	R	7/06/2021		34.21CR	095885	
	I-12747319-00	FIRST SUPPLY LLC	R	7/06/2021		191.70CR	095885	
	I-12763425-00	FIRST SUPPLY LLC	R	7/06/2021		8.96CR	095885	
	I-12763425-01	FIRST SUPPLY LLC	R	7/06/2021		17.59CR	095885	318.18
0098	FLY ME FLAG CO INC							
	I-6197	FLY ME FLAG CO INC	R	7/06/2021		1,485.40CR	095886	1,485.40
4176	FRANK'S RADIO SERVICE INC							
	I-118663	FRANK'S RADIO SERVICE INC	R	7/06/2021		189.65CR	095887	189.65

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8195	GANNETT WI MEDIA							
	I-202106231806	GANNETT WI MEDIA	R	7/06/2021		305.03CR	095888	305.03
6170	DAN GATZ							
	I-202106281824	DAN GATZ	R	7/06/2021		317.46CR	095889	317.46
5349	RYAN GLIME							
	I-202106231807	RYAN GLIME	R	7/06/2021		105.90CR	095890	105.90
7635	GOLDEN WEST INDUSTRIAL SUPPLY							
	I-2108692	GOLDEN WEST INDUSTRIAL SUPPLY	R	7/06/2021		194.89CR	095891	194.89
6923	GORDON FLESCH COMPANY INC.							
	I-IN13352154	GORDON FLESCH COMPANY INC.	R	7/06/2021		191.00CR	095892	191.00
0116	GRAINGER INC							
	I-9935479395	GRAINGER INC	R	7/06/2021		101.26CR	095893	
	I-9935479403	GRAINGER INC	R	7/06/2021		4.42CR	095893	
	I-9937666932	GRAINGER INC	R	7/06/2021		50.63CR	095893	
	I-9937666940	GRAINGER INC	R	7/06/2021		308.76CR	095893	465.07
7764	GREAT AMERICA FINANCIAL SVCS							
	I-29595589	GREAT AMERICA FINANCIAL SVCS	R	7/06/2021		1,595.00CR	095894	1,595.00
0124	GREEN BAY CITY TREASURER							
	I-142989	GREEN BAY CITY TREASURER	R	7/06/2021		3,203.16CR	095895	
	I-142991	GREEN BAY CITY TREASURER	R	7/06/2021		636.69CR	095895	
	I-142992	GREEN BAY CITY TREASURER	R	7/06/2021		118.32CR	095895	
	I-142993	GREEN BAY CITY TREASURER	R	7/06/2021		157.75CR	095895	4,115.92
2947	MATTHEW GUTH							
	I-202106231808	MATTHEW GUTH	R	7/06/2021		79.11CR	095896	79.11
0351	HACH COMPANY							
	I-12513150	HACH COMPANY	R	7/06/2021		210.85CR	095897	210.85
4902	HALRON LUBRICANTS INC							
	C-1236100-00	HALRON LUBRICANTS INC	R	7/06/2021		60.00	095898	
	I-1235685-00	HALRON LUBRICANTS INC	R	7/06/2021		1,357.02CR	095898	1,297.02
7208	HOLIDAY WHOLESALE							
	I-9783448	HOLIDAY WHOLESALE	R	7/06/2021		88.44CR	095899	
	I-9783449	HOLIDAY WHOLESALE	R	7/06/2021		281.53CR	095899	369.97

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5674	HOME TEAM SPORTS & APPAREL INC							
	I-41224	HOME TEAM SPORTS & APPAREL INC	R	7/06/2021		298.16CR	095900	298.16
1252	HURCKMAN MECHANICAL INDUSTRIES INC							
	I-W35338	HURCKMAN MECHANICAL INDUSTRIES	R	7/06/2021		619.25CR	095901	
	I-W35405	HURCKMAN MECHANICAL INDUSTRIES	R	7/06/2021		1,346.57CR	095901	1,965.82
6342	IDEA DINER							
	I-030012321	IDEA DINER	R	7/06/2021		142.00CR	095902	142.00
1399	INDOFF INC							
	I-3476616	INDOFF INC	R	7/06/2021		412.46CR	095903	
	I-3476688	INDOFF INC	R	7/06/2021		29.40CR	095903	
	I-3477400	INDOFF INC	R	7/06/2021		28.47CR	095903	
	I-3477401	INDOFF INC	R	7/06/2021		59.48CR	095903	
	I-3477714	INDOFF INC	R	7/06/2021		508.06CR	095903	
	I-3478302	INDOFF INC	R	7/06/2021		69.00CR	095903	
	I-3478793	INDOFF INC	R	7/06/2021		69.74CR	095903	
	I-3480903	INDOFF INC	R	7/06/2021		41.98CR	095903	
	I-3481053	INDOFF INC	R	7/06/2021		287.97CR	095903	
	I-3481523	INDOFF INC	R	7/06/2021		12.72CR	095903	
	I-3481979	INDOFF INC	R	7/06/2021		287.24CR	095903	
	I-3482271	INDOFF INC	R	7/06/2021		43.52CR	095903	1,850.04
8364	JOHNSTONE SUPPLY							
	I-6016225-01	JOHNSTONE SUPPLY	R	7/06/2021		59.68CR	095904	
	I-6018342	JOHNSTONE SUPPLY	R	7/06/2021		156.43CR	095904	
	I-6018345	JOHNSTONE SUPPLY	R	7/06/2021		15.58CR	095904	231.69
2602	JOSSART BROTHERS INC							
	I-20-02 (6)	JOSSART BROTHERS INC	R	7/06/2021		75,000.00CR	095905	
	I-2071	JOSSART BROTHERS INC	R	7/06/2021		2,583.10CR	095905	77,583.10
7620	JT ENGINEERING INC							
	I-190094-04	JT ENGINEERING INC	R	7/06/2021		5,378.25CR	095906	
	I-190094-05 FINAL	JT ENGINEERING INC	R	7/06/2021		165.00CR	095906	5,543.25
1276	JX ENTERPRISES INC							
	I-14171170P	JX ENTERPRISES INC	R	7/06/2021		18.00CR	095907	
	I-14174297P	JX ENTERPRISES INC	R	7/06/2021		148.94CR	095907	
	I-14174317P	JX ENTERPRISES INC	R	7/06/2021		26.40CR	095907	
	I-14174318P	JX ENTERPRISES INC	R	7/06/2021		5.28CR	095907	
	I-14174553P	JX ENTERPRISES INC	R	7/06/2021		9.36CR	095907	
	I-14174557P	JX ENTERPRISES INC	R	7/06/2021		166.74CR	095907	
	I-14174989P	JX ENTERPRISES INC	R	7/06/2021		13.28CR	095907	
	I-1439587S	JX ENTERPRISES INC	R	7/06/2021		3,258.72CR	095907	3,646.72

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7444	SARA LORNSON							
	I-202106281825	SARA LORNSON	R	7/06/2021		41.05CR	095908	41.05
7185	M3 INSURANCE SOLUTIONS, INC.							
	I-64900	M3 INSURANCE SOLUTIONS, INC.	R	7/06/2021		850.00CR	095909	
	I-65618	M3 INSURANCE SOLUTIONS, INC.	R	7/06/2021		12,413.56CR	095909	13,263.56
0163	MCC INC							
	I-20-07 (5) FINAL	MCC INC	R	7/06/2021		64,193.17CR	095910	64,193.17
4254	MEACHAM NURSERY							
	I-IV21-8493	MEACHAM NURSERY	R	7/06/2021		5,737.00CR	095911	5,737.00
0173	MENARDS INC							
	C-84774	MENARDS INC	R	7/06/2021		20.18	095912	
	I-82764	MENARDS INC	R	7/06/2021		37.52CR	095912	
	I-82857	MENARDS INC	R	7/06/2021		19.99CR	095912	
	I-83144	MENARDS INC	R	7/06/2021		71.07CR	095912	
	I-83160	MENARDS INC	R	7/06/2021		323.83CR	095912	
	I-83262	MENARDS INC	R	7/06/2021		50.09CR	095912	
	I-83493	MENARDS INC	R	7/06/2021		30.53CR	095912	
	I-83823	MENARDS INC	R	7/06/2021		81.62CR	095912	
	I-84061	MENARDS INC	R	7/06/2021		52.93CR	095912	
	I-84081	MENARDS INC	R	7/06/2021		101.97CR	095912	
	I-84106	MENARDS INC	R	7/06/2021		13.90CR	095912	
	I-84110	MENARDS INC	R	7/06/2021		29.71CR	095912	
	I-84119	MENARDS INC	R	7/06/2021		91.66CR	095912	
	I-84187	MENARDS INC	R	7/06/2021		32.88CR	095912	
	I-84189	MENARDS INC	R	7/06/2021		101.09CR	095912	
	I-84212	MENARDS INC	R	7/06/2021		19.44CR	095912	
	I-84225	MENARDS INC	R	7/06/2021		72.53CR	095912	
	I-84314	MENARDS INC	R	7/06/2021		175.67CR	095912	
	I-84338	MENARDS INC	R	7/06/2021		8.08CR	095912	
	I-84354	MENARDS INC	R	7/06/2021		3.98CR	095912	
	I-84377	MENARDS INC	R	7/06/2021		90.55CR	095912	
	I-84379	MENARDS INC	R	7/06/2021		113.01CR	095912	
	I-84400	MENARDS INC	R	7/06/2021		10.46CR	095912	
	I-84475	MENARDS INC	R	7/06/2021		59.95CR	095912	
	I-84486	MENARDS INC	R	7/06/2021		119.93CR	095912	
	I-84672	MENARDS INC	R	7/06/2021		36.51CR	095912	
	I-84698	MENARDS INC	R	7/06/2021		186.52CR	095912	
	I-84735	MENARDS INC	R	7/06/2021		6.99CR	095912	
	I-84756	MENARDS INC	R	7/06/2021		23.97CR	095912	
	I-84758	MENARDS INC	R	7/06/2021		66.54CR	095912	
	I-84773	MENARDS INC	R	7/06/2021		51.51CR	095912	
	I-84779	MENARDS INC	R	7/06/2021		45.78CR	095912	
	I-84797	MENARDS INC	R	7/06/2021		59.38CR	095912	
	I-84840	MENARDS INC	R	7/06/2021		21.87CR	095912	
	I-84841	MENARDS INC	R	7/06/2021		61.13CR	095912	2,252.41

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VOID	VOID CHECK		V	7/06/2021			095913	**VOID**
VOID	VOID CHECK		V	7/06/2021			095914	**VOID**
6277	SHANNON METZLER							
	I-202106281826	SHANNON METZLER	R	7/06/2021		61.44CR	095915	61.44
8402	MIDSTATES RECREATION							
	I-SINV-03333	MIDSTATES RECREATION	R	7/06/2021		117.54CR	095916	117.54
8118	MIDWEST DESIGN SOLUTIONS LLC							
	I-31021-9121	MIDWEST DESIGN SOLUTIONS LLC	R	7/06/2021		3,582.50CR	095917	3,582.50
7945	MITCHELL1							
	I-26048879	MITCHELL1	R	7/06/2021		686.66CR	095918	686.66
0524	MJB INDUSTRIES INC							
	I-6046	MJB INDUSTRIES INC	R	7/06/2021		10,550.00CR	095919	10,550.00
1475	MUNICODE							
	I-360168	MUNICODE	R	7/06/2021		1,069.90CR	095920	1,069.90
0076	NASSCO INC							
	I-6003963	NASSCO INC	R	7/06/2021		231.52CR	095921	231.52
3191	NCI							
	I-AR22091	NCI	R	7/06/2021		49.90CR	095922	49.90
0531	NORTHEAST AUTO PARTS INC							
	C-356659	NORTHEAST AUTO PARTS INC	R	7/06/2021		18.00	095923	
	C-357202	NORTHEAST AUTO PARTS INC	R	7/06/2021		79.20	095923	
	C-357226	NORTHEAST AUTO PARTS INC	R	7/06/2021		33.33	095923	
	I-356712	NORTHEAST AUTO PARTS INC	R	7/06/2021		3.99CR	095923	
	I-356736	NORTHEAST AUTO PARTS INC	R	7/06/2021		14.98CR	095923	
	I-356853	NORTHEAST AUTO PARTS INC	R	7/06/2021		73.52CR	095923	
	I-357200	NORTHEAST AUTO PARTS INC	R	7/06/2021		134.32CR	095923	
	I-357213	NORTHEAST AUTO PARTS INC	R	7/06/2021		52.01CR	095923	
	I-357245	NORTHEAST AUTO PARTS INC	R	7/06/2021		35.88CR	095923	
	I-357268	NORTHEAST AUTO PARTS INC	R	7/06/2021		101.18CR	095923	
	I-357365	NORTHEAST AUTO PARTS INC	R	7/06/2021		282.79CR	095923	
	I-357399	NORTHEAST AUTO PARTS INC	R	7/06/2021		14.92CR	095923	
	I-357484	NORTHEAST AUTO PARTS INC	R	7/06/2021		89.99CR	095923	
	I-357488	NORTHEAST AUTO PARTS INC	R	7/06/2021		10.07CR	095923	
	I-357493	NORTHEAST AUTO PARTS INC	R	7/06/2021		217.76CR	095923	
	I-357545	NORTHEAST AUTO PARTS INC	R	7/06/2021		68.99CR	095923	
	I-357549	NORTHEAST AUTO PARTS INC	R	7/06/2021		7.60CR	095923	
	I-357560	NORTHEAST AUTO PARTS INC	R	7/06/2021		7.60CR	095923	
	I-357566	NORTHEAST AUTO PARTS INC	R	7/06/2021		73.99CR	095923	
	I-357583	NORTHEAST AUTO PARTS INC	R	7/06/2021		57.60CR	095923	
	I-357585	NORTHEAST AUTO PARTS INC	R	7/06/2021		72.48CR	095923	
	I-357586	NORTHEAST AUTO PARTS INC	R	7/06/2021		14.98CR	095923	
	I-357596	NORTHEAST AUTO PARTS INC	R	7/06/2021		65.02CR	095923	

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VOID	VOID CHECK		V	7/06/2021			095924	**VOID**
7823	NUTRIEN AG SOLUTIONS							
	I-45567197	NUTRIEN AG SOLUTIONS	R	7/06/2021		240.00CR	095925	240.00
8019	OFFICE ENTERPRISES INC							
	I-489437	OFFICE ENTERPRISES INC	R	7/06/2021		381.40CR	095926	381.40
0194	OLSON TRAILER & BODY LLC							
	I-76471	OLSON TRAILER & BODY LLC	R	7/06/2021		3,445.00CR	095927	3,445.00
8327	OSBURN ASSOCIATES INC							
	I-285054	OSBURN ASSOCIATES INC	R	7/06/2021		161.00CR	095928	
	I-285155	OSBURN ASSOCIATES INC	R	7/06/2021		504.00CR	095928	665.00
5222	P J KORTENS & CO INC							
	I-10022986	P J KORTENS & CO INC	R	7/06/2021		905.00CR	095929	905.00
0197	PACKER CITY INTL TRUCKS INC							
	I-R101043146:01	PACKER CITY INTL TRUCKS INC	R	7/06/2021		2,423.65CR	095930	
	I-X101143341:01	PACKER CITY INTL TRUCKS INC	R	7/06/2021		85.90CR	095930	
	I-X101144251:01	PACKER CITY INTL TRUCKS INC	R	7/06/2021		85.90CR	095930	
	I-X101144252:01	PACKER CITY INTL TRUCKS INC	R	7/06/2021		34.36CR	095930	2,629.81
1331	PACKER FASTENER & SUPPLY INC							
	I-602111	PACKER FASTENER & SUPPLY INC	R	7/06/2021		144.32CR	095931	144.32
0202	PEPSI COLA OF GREEN BAY							
	I-92081234	PEPSI COLA OF GREEN BAY	R	7/06/2021		624.70CR	095932	
	I-92081327	PEPSI COLA OF GREEN BAY	R	7/06/2021		612.84CR	095932	
	I-92082321	PEPSI COLA OF GREEN BAY	R	7/06/2021		288.08CR	095932	
	I-92082723	PEPSI COLA OF GREEN BAY	R	7/06/2021		182.72CR	095932	
	I-92083350	PEPSI COLA OF GREEN BAY	R	7/06/2021		117.70CR	095932	
	I-92083352	PEPSI COLA OF GREEN BAY	R	7/06/2021		171.00CR	095932	1,997.04
0525	PETROLEUM EQUIP SERVICE OF WI INC							
	I-20210287	PETROLEUM EQUIP SERVICE OF WI	R	7/06/2021		28.21CR	095933	
	I-20210317	PETROLEUM EQUIP SERVICE OF WI	R	7/06/2021		87.48CR	095933	115.69
0208	POMP'S TIRE SERVICE INC							
	I-90071965	POMP'S TIRE SERVICE INC	R	7/06/2021		818.86CR	095934	
	I-90071997	POMP'S TIRE SERVICE INC	R	7/06/2021		128.00CR	095934	
	I-90072142	POMP'S TIRE SERVICE INC	R	7/06/2021		105.95CR	095934	1,052.81

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0209	POOL WORKS INC							
	I-201707	POOL WORKS INC	R	7/06/2021		26.98CR	095935	
	I-203831-1	POOL WORKS INC	R	7/06/2021		21.99CR	095935	48.97
1701	PRAXAIR DISTRIBUTION INC							
	I-63859516	PRAXAIR DISTRIBUTION INC	R	7/06/2021		41.63CR	095936	41.63
0395	PRO ONE JANITORIAL INC							
	I-173170	PRO ONE JANITORIAL INC	R	7/06/2021		1,425.00CR	095937	1,425.00
7923	QUEST DIAGNOSTICS							
	I-T 1392242	QUEST DIAGNOSTICS	R	7/06/2021		54.81CR	095938	54.81
6948	RAY'S TIRE							
	C-1018300	RAY'S TIRE	R	7/06/2021		306.94	095939	
	I-1018624	RAY'S TIRE	R	7/06/2021		486.60CR	095939	179.66
0227	REINDERS INC							
	I-1884637-00	REINDERS INC	R	7/06/2021		288.55CR	095940	
	I-1884915-00	REINDERS INC	R	7/06/2021		69.57CR	095940	
	I-1886945-00	REINDERS INC	R	7/06/2021		419.18CR	095940	777.30
7371	RJM CONSTRUCTION LLC							
	I-20-05 (4) FINAL	RJM CONSTRUCTION LLC	R	7/06/2021		5,000.00CR	095941	5,000.00
0158	ROBERT E LEE & ASSOCIATES INC							
	I-79595	ROBERT E LEE & ASSOCIATES INC	R	7/06/2021		3,745.35CR	095942	
	I-79597	ROBERT E LEE & ASSOCIATES INC	R	7/06/2021		1,051.00CR	095942	
	I-79691	ROBERT E LEE & ASSOCIATES INC	R	7/06/2021		21,708.70CR	095942	
	I-79723	ROBERT E LEE & ASSOCIATES INC	R	7/06/2021		635.44CR	095942	
	I-79782	ROBERT E LEE & ASSOCIATES INC	R	7/06/2021		5,169.50CR	095942	32,309.99
3960	ROTO-ROOTER							
	I-20556	ROTO-ROOTER	R	7/06/2021		495.00CR	095943	
	I-21624	ROTO-ROOTER	R	7/06/2021		265.00CR	095943	760.00
0235	SAINT VINCENT HOSPITAL							
	I-52491	SAINT VINCENT HOSPITAL	R	7/06/2021		99.11CR	095944	99.11
7457	SCHROTH WHOLESALE SUPPLY CO INC							
	I-404749	SCHROTH WHOLESALE SUPPLY CO IN	R	7/06/2021		175.80CR	095945	175.80

PACKET: 06565 JUL 2021 COUNCIL - 1 7-6-21
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3234	SHERWIN WILLIAMS							
	I-3531-2	SHERWIN WILLIAMS	R	7/06/2021		105.78CR	095946	
	I-3561-9	SHERWIN WILLIAMS	R	7/06/2021		327.15CR	095946	
	I-3734-2	SHERWIN WILLIAMS	R	7/06/2021		82.55CR	095946	
	I-4308-5	SHERWIN WILLIAMS	R	7/06/2021		21.78CR	095946	
	I-4521-2	SHERWIN WILLIAMS	R	7/06/2021		94.94CR	095946	632.20
8202	SHERWIN WILLIAMS CO							
	I-9289-2	SHERWIN WILLIAMS CO	R	7/06/2021		220.83CR	095947	
	I-9307-2	SHERWIN WILLIAMS CO	R	7/06/2021		72.50CR	095947	
	I-9310-6	SHERWIN WILLIAMS CO	R	7/06/2021		203.85CR	095947	
	I-9337-9	SHERWIN WILLIAMS CO	R	7/06/2021		203.85CR	095947	701.03
0831	SOCIETY FOR HUMAN RESOURCE MANAGEMT							
	I-202106281827	SOCIETY FOR HUMAN RESOURCE MAN	R	7/06/2021		219.00CR	095948	219.00
2683	SOMMERS CONSTRUCTION CO INC							
	I-21-05 (1)	SOMMERS CONSTRUCTION CO INC	R	7/06/2021		4,319.65CR	095949	4,319.65
1465	STEEN MACEK PAPER COMPANY							
	I-867827	STEEN MACEK PAPER COMPANY	R	7/06/2021		207.00CR	095950	207.00
8403	DEBBIE STEIN							
	I-202106241810	DEBBIE STEIN	R	7/06/2021		73.84CR	095951	73.84
8404	JAIMIE STEIN							
	I-202106241811	JAIMIE STEIN	R	7/06/2021		76.16CR	095952	
	I-202106281828	JAIMIE STEIN	R	7/06/2021		20.51CR	095952	96.67
3495	TNT SIGNATURE GLASS DESIGN LLC							
	I-20201217	TNT SIGNATURE GLASS DESIGN LLC	R	7/06/2021		1,139.17CR	095953	1,139.17
0267	TRAFFIC & PARKING CONTROL INC							
	I-I697995	TRAFFIC & PARKING CONTROL INC	R	7/06/2021		5,975.00CR	095954	
	I-I698324	TRAFFIC & PARKING CONTROL INC	R	7/06/2021		8,014.25CR	095954	13,989.25
5454	TRANSPORT REFRIGERATION INC							
	I-0535348-100	TRANSPORT REFRIGERATION INC	R	7/06/2021		110.99CR	095955	
	I-535348-100	TRANSPORT REFRIGERATION INC	R	7/06/2021		110.99CR	095955	221.98
8405	TRESTER HOIST							
	I-7255509	TRESTER HOIST	R	7/06/2021		595.00CR	095956	595.00

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0268	TRUCK EQUIPMENT INC							
	I-951604-00	TRUCK EQUIPMENT INC	R	7/06/2021		322.45CR	095957	
	I-953215-00	TRUCK EQUIPMENT INC	R	7/06/2021		33.00CR	095957	
	I-958430-00	TRUCK EQUIPMENT INC	R	7/06/2021		52.86CR	095957	
	I-958559-00	TRUCK EQUIPMENT INC	R	7/06/2021		52.14CR	095957	460.45
6900	TURRIFF PLUMBING INC.							
	I-223	TURRIFF PLUMBING INC.	R	7/06/2021		1,934.02CR	095958	
	I-260	TURRIFF PLUMBING INC.	R	7/06/2021		38.75CR	095958	
	I-263	TURRIFF PLUMBING INC.	R	7/06/2021		277.00CR	095958	2,249.77
0272	UNIFORM SHOPPE INC							
	I-292575	UNIFORM SHOPPE INC	R	7/06/2021		65.95CR	095959	
	I-310473	UNIFORM SHOPPE INC	R	7/06/2021		78.95CR	095959	
	I-311010	UNIFORM SHOPPE INC	R	7/06/2021		115.90CR	095959	
	I-311038	UNIFORM SHOPPE INC	R	7/06/2021		109.95CR	095959	370.75
0857	USA BLUEBOOK							
	C-552369	USA BLUEBOOK	R	7/06/2021		11.35	095960	
	I-606801	USA BLUEBOOK	R	7/06/2021		318.92CR	095960	307.57
1229	UTILITY SALES AND SERVICE INC							
	I-72233-IN	UTILITY SALES AND SERVICE INC	R	7/06/2021		2,872.48CR	095961	2,872.48
0620	VALLEY RADIATOR INC							
	I-29162	VALLEY RADIATOR INC	R	7/06/2021		350.00CR	095962	350.00
0277	VAN'S FIRE & SAFETY INC							
	I-4148444	VAN'S FIRE & SAFETY INC	R	7/06/2021		60.15CR	095963	60.15
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC							
	I-5520	VANDEN PLAS PORTABLE SOLUTIONS	R	7/06/2021		400.00CR	095964	400.00
3707	VIKING ELECTRIC SUPPLY							
	I-S004557129.002	VIKING ELECTRIC SUPPLY	R	7/06/2021		6,330.24CR	095965	
	I-S004712711.001	VIKING ELECTRIC SUPPLY	R	7/06/2021		174.29CR	095965	6,504.53
1	WELSING, JACK P							
	I-202106241812	WORK PERMIT	R	7/06/2021		10.00CR	095966	10.00
0282	WESCO DISTRIBUTION INC							
	I-254122	WESCO DISTRIBUTION INC	R	7/06/2021		484.89CR	095967	484.89

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2645	WI DEPT OF JUSTICE							
	I-202106241813	WI DEPT OF JUSTICE	R	7/06/2021		161.00CR	095968	161.00
0975	WI DEPT OF NATURAL RESOURCES							
	I-405208870-2021-1	WI DEPT OF NATURAL RESOURCES	R	7/06/2021		3,000.00CR	095969	3,000.00
7710	WI HUMANE SOCIETY							
	I-2041	WI HUMANE SOCIETY	R	7/06/2021		265.50CR	095970	265.50
3876	WI MUNICIPAL COURT CLERKS ASSOC							
	I-202106241814	WI MUNICIPAL COURT CLERKS ASSO	R	7/06/2021		290.00CR	095971	290.00
7857	WISCNET							
	I-17576	WISCNET	R	7/06/2021		1,800.00CR	095972	1,800.00
0300	ZARNOTH BRUSH WORKS INC							
	I-185185-IN	ZARNOTH BRUSH WORKS INC	R	7/06/2021		478.00CR	095973	478.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	130	0.00	652,522.00	652,522.00
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:	3	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:	133	0.00	652,522.00	652,522.00

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	7/2021	195,787.25CR
201	7/2021	21,206.54CR
208	7/2021	85.87CR
260	7/2021	2,395.44CR
285	7/2021	21,708.70CR
290	7/2021	408.90CR
405	7/2021	266,178.82CR
415	7/2021	21,894.04CR
601	7/2021	100,586.83CR
650	7/2021	22,269.61CR
ALL		652,522.00CR

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 6, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**