



Common Council

Regular Meeting

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

Agenda

Tuesday, June 21, 2022

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 **June 21, 2022 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](tel:18668994679)
United States: [+1 \(312\) 757-3117](tel:+13127573117)
Access Code: 154-883-285

This meeting may also be rebroadcast on TV throughout the week and available on demand at <http://deperecitywi.igm2.com/>.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the June 7, 2022 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
5. Ordinance #22-06 Creating Section 8-17 De Pere Municipal Code Trespassing on Municipal Parking Facilities.
6. Recommendation from the Board of Public Works to Award Contract 22-02 Lewis Street Reconstruction to Kruczek Construction, Inc. in the amount of \$1,275,000
7. Recommendation from the Board of Public Works on award of Contract 22-07 Curb Repair and Street Resurfacing to MCC, Inc. in the amount of \$2,144,652.77, with additional bonding in the amount of \$740,000 in 2022 to cover the costs thereof.
8. Recommendation from the Board of Public Works to Award Contract for Project 22-17 City Hall Window Replacement to Tri City Glass and Door in the amount of \$100,450.
9. Recommendation from the Board of Public Works to Reject all Bids for Contract 22-24 (East Side Alley Reconstruction)
10. Recommendation from the Board of Public Works to Approve Definitely De Pere's Request to Waive Public Works Fees for Downtown Special Events
11. Resolution #22-54 Amending Order for Sidewalk Installation at 2406 Kilrush Road (WD-1736).

12. Resolution #22-55 Authorizing Parking Lease Agreement with Ahlstrom-Munksjo (Updated June 2022).
13. Resolution #22-56 Approving Compliance Maintenance Annual Report for Wastewater Collection System.
14. Resolution #22-57 Authorizing First Amendment to Agreement for Consulting Services Between the City of De Pere and MSA Professional Services, Inc. (Grant Identification, Solicitation and Management Services).
15. Recommendation of Finance/Personnel Committee to Authorize Expenditure of \$10,800 from \$56,000 Wisconsin Grant Allocation to purchase ALPR Cameras and Wi-Fi enabled video cameras.
16. Recommendation from Finance/Personnel Committee to Authorize Expenditure of \$38,800 from Unassigned Reserves to Purchase Patrol Rifles.
17. Recommendation from the License Committee regarding the renewal applications for the licensing period of July 1, 2022 to June 30, 2023.
 - A. Class "A" Fermented Malt Beverage & "Class A" Intoxicating Liquor Licenses
 - B. Class "B" Fermented Malt Beverage Licenses
 - C. Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor Licenses
 - D. Class "B" Fermented Malt Beverage & "Class C" Wine License
18. Voucher approval.
19. Future agenda items.
20. Resolution #22-58 Authorizing Tax Refund (Sheila McCarron - Parcel ED-124-N-44; 1327 Ridgeway Boulevard).

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(g), the Council may convene in closed session for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.
21. Discussion and Possible Action on Hiring Outside Counsel to Assist with Police Department Reorganization.

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(g), the Council may convene in closed session for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.
22. Discussion and Possible Action on Potential Acquisition of Private Property for Public Purposes.

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

23. 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:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Jonathan & Margarette Calvo
Tina Quigley
Leonard Billings
Wally Kruczek
Kent Hubbard
Kody Duchateau
Richard Karoses
Aidan La Mere
Robert Green
Patel Pradip
Daniel Schmidt
Sandra Perkins
Patel Roshamkumar
Ruth Fameree
Matthew Queensbury
Vicki Radue
Lia Xiong
Alexis Arnold
James Kropp
Andrew Krans
Ann De Cleene
Gail Kozlovsky
Fe Montalvo
Ashley Oates

Vanessa Miller
Troy Metzler
Jacob Vieau
Lori Coopman
Carrie Cameron-McDonald
Marco Carranza Valencia
Denise Gajeski
William Schleis
Greg De Cleene
Heather Weisspeters
Sheila McCarron



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 21, 2022

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Approval of the minutes of the June 7, 2022 Common Council meeting.

ATTACHMENTS:

- 6-7-22 Common Council Minutes_Draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, June 7, 2022

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	Aldersperson	Excused	
Pamela Gantz	Aldersperson	Present	
Jonathon Hansen	Aldersperson	Present	
Amy Chandik Kundinger	Aldersperson	Present	
Shana Defnet Ledvina	Aldersperson	Present	
Devin Perock	Aldersperson	Present	
John Quigley	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
James Boyd	Mayor	Present	

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the May 17, 2022 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Aldersperson
SECONDER:	Pamela Gantz, Aldersperson
AYES:	Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch
EXCUSED:	Dan Carpenter

4. Public Hearing to act on a discontinuance of a public thoroughfare at 1891 & 1895 Commerce Dr, adjacent to parcels ED-344-102-4 and ED-344-102.

A. Notice of Public Hearing.

City Clerk Carey Danen reported that the public hearing notice was published in the Green Bay Press Times on May 13, May 20, and May 27, 2022.

B. Recommendation from the Plan Commission.

Development Services Director Dan Lindstrom reported that this request is related to business park improvements. Commerce Drive is currently being extended, and when that is completed the cul de sac bulb will be vacated. Mayor Boyd declared the public hearing open; no one wished to speak so he declared the hearing closed.

C. Resolution #22-31 Regarding the Vacation of a Portion of a Public Thoroughfare (Right-of-Way Discontinuance at 1891 and 1895 Commerce Drive Adjacent to Parcels ED-344-102-4 and ED-344-102).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch
EXCUSED:	Dan Carpenter

5. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
None.

6. Presentation on the East River Watershed Resilience Project.
Kayla Wandsnider, East River Resilience Coordinator for The Nature Conservancy, provided an overview of the project. Maps showing one-year precipitation amounts under high and low lake levels, as well as 100- and 500- year flooding projections, were distributed to Council members. These maps are also available on The Nature Conservancy's website. Ms. Wandsnider reported that De Pere's priorities based on the community self-assessment were to update zoning codes, and implement nature-based flood design features like bioswales and native plants for bank stabilization. The next steps for the project include continuing cross-boundary communication & coordination, community level planning, partnering with the US Army Corps of Engineers on flood mitigation projects and forecasting, and a project to designate the East River as a water trail. Ms. Wandsnider also fielded questions from staff and Council members.

7. Update Regarding Ongoing Complaints at Voyageur Park.
Police Chief Muraski reviewed the information he provided in his memo to Council, stating that 212 of the 287 calls for service to Voyageur Park year-to-date were self-initiated, because police officers have been doing more patrols of the park. Seventy-five calls were initiated by members of the public; twelve resulted in full reports, and seven of these led to citations, mostly for disorderly conduct with a motor vehicle (squealing tires, etc.). The Police Department is really trying to encourage people to call while things are actually happening in the park. Steps taken by the Police Department include: a zero-tolerance campaign which began last year; a recent community engagement meeting held at the library; the deployment of the new surveillance trailer at the park; additional funding for Community Service Officers (CSOs) for 35 hours per week; and the implementation of the new bike patrol.

Assistant City Attorney Kristen Johnson reported that the Legal Department has researched potential ideas as well, including installation of new signage restricting parking, and the implementation of an ordinance which would prohibit trespassing/loitering in City-owned parking lots.

Alderperson Kunding said people are disheartened that issues have continued despite the efforts that have been invested, and spoke in favor of the suggested loitering ordinance. She asked how the number of service calls to Voyageur compares to other

City parks. Chief Muraski said they do get significantly more calls to Voyageur; the same amenities that draw visitors are also drawing troublemakers. Jeremy said their hope is that the surveillance trailer will make residents feel it's worthwhile to call, because the police can take action even if an officer wasn't present at the time. Alderperson Ledvina questioned if a potential loitering ordinance would only push the problems into the park itself; Jeremy noted that most of the problems have been vehicle-based.

Discussion followed regarding the implementation of overtime for bike patrol to address problems, as well as concerns whether loitering enforcement could push the problems to other City parks, and/or negatively impact people who have a legitimate reason to sit in their cars (i.e., grandparents watching their kids play or a person on their lunch break.)

Alderperson Gantz asked how many of the 75 resident-initiated calls were related to the "trucking" group. Jeremy did not have that information, but he noted that but they do record anyone who gets a citation so they can escalate to a park eviction if they come back. The group is not always the same, but is typically comprised of young adults ages 16-23, from all over the region.

Alderperson Quigley asked about the deployment of the CSOs. Jeremy said they are not 100% dedicated to Voyageur; Parks Department staff are able to request them if there's an event somewhere else, for example. He reported that the new CSOs have only been in place for about a week.

Alderperson Hansen asked if the six-month park ban should be extended. Jeremy explained that it can be doubled to 12 months if someone violates the ban. Council members and staff agreed that a combination of efforts is needed to be effective, such as issuing citations, community engagement, surveillance, and aggressive observation tactics, especially with summer break starting. Alderperson Raasch advocated for an aggressive approach, explaining that he has witnessed the group actually sitting on the surveillance trailer rather than it serving as a deterrent.

Alderperson Hansen moved, seconded by Alderperson Kunderling to open the meeting. Upon vote, motion carried unanimously. Resident Brenda Busch said that she has lived adjacent to the park for eleven years; these problems did not start until the summer of 2020. She is disheartened that the troublemakers are disrespecting the taxpayer dollars that have been spent to address the problem. She noted that she and her neighbors are weary of making calls because it doesn't seem to provide quick results. Ms. Busch asked what authority the CSOs have; Jeremy said they can write parking tickets but can't make arrests. They do have police radios to get an officer on site when needed. She stated that her biggest concern is that a child will be hit by one of the trucks as they speed out of the parking lot. She also described a recent incident when she had a guest at her home, who found her car was completely parked in when she attempted to leave. Both women were intimidated to approach her car. She also noted that she no longer goes down to the park in the evening because of these issues. Alderperson Raasch moved, seconded by Alderperson Ledvina to close the meeting. Upon vote, motion carried unanimously.

Alderperson Kunderling asked staff to look into text messaging apps that residents could use to report problems. Alderperson Ledvina asked the police chief what number citizens should call to report an incident, and he indicated that it is acceptable to call 911.

8. Recommendation from the Board of Park Commissioners to Accept an \$800 Donation from De Pere Optimists for Beer Gardens.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Amy Chandik Kundinger, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch
EXCUSED:	Dan Carpenter

9. Recommendation from the Board of Park Commissioners to Accept a \$300 Donation from De Pere Men's Club for Summer Carnival.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch
EXCUSED:	Dan Carpenter

10. Recommendation from the Board of Park Commissioners to Approve Request from Mathewson Monuments for Reimbursement of \$750 expense for the VFW Monument and for the funds to come from Unassigned Reserves.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch
EXCUSED:	Dan Carpenter

11. Recommendation from the Board of Park Commissioners to Approve Contingency Plan for Hours of Operation of Swimming Pools.

Alderperson Hansen asked whether a pool manager has been found. Parks Director Marty Kosobucki reported that they have hired someone, but noted that the staffing situation continues to fluctuate daily.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch
EXCUSED:	Dan Carpenter

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

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Pamela Gantz, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch
EXCUSED:	Dan Carpenter

13. Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage License and "Class B" Intoxicating Liquor License for ESales, Inc. (DBA VIP Daiquiri Lounge) 308 Main Av. Submitted by ESales, LLC; Agent Tye Hartwell, De Pere, WI.

Mayor Boyd moved this item to be heard after agenda item #6.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Pamela Gantz, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch
EXCUSED:	Dan Carpenter

14. Recommendation from the License Committee on renewal applications for the licensing period of July 1, 2022 to June 30, 2023.

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

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Devin Perock, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch
EXCUSED:	Dan Carpenter

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

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Devin Perock, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch
EXCUSED:	Dan Carpenter

15. Resolution #22-49 Authorizing Agreement for Consulting Services Between the City of De Pere and McMahon Associates, Inc. (Nelson Family Pavilion Technical Design, Bidding and Construction Management).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch
EXCUSED:	Dan Carpenter

16. Resolution #22-50 Approving Memorandum of Understanding for Locally Hosting an X-Ray Fluorescence (XRF) Device for Lead Abatement Projects Between the City of De Pere Health Department and State of Wisconsin Department of Health Services (DHS) Lead-Safe Homes Program (LSHP).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch
EXCUSED:	Dan Carpenter

17. Resolution #22-51 Redirecting Excess Stadium Tax Allocation from the Streetscape Allocation to the Public Art Allocation.

Alderperson Hansen reported that he talked to Public Works Director Scott Thoresen about potential locations for the sculptures; Definitely De Pere's Public Arts Committee is currently considering five potential sites. He asked if Council will need to approve the final locations once they have narrowed it down to three. Definitely De Pere Board member Alexis Arnold and City Administrator Larry Delo confirmed this. He also asked about the \$30,000 for public art identified in Definitely De Pere' memo. Larry explained that there is already \$5,000 in the public art fund, so only \$25,000 needs to be transferred from streetscapes. Finally, Alderperson Hansen asked if the three sculptures selected by the Public Arts Committee will require Council signoff; Larry indicated they will not. Alderperson Raasch asked if the relocation of the existing sculpture outside of Pasquale's will be funded from public art allocation; it will not.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch
EXCUSED:	Dan Carpenter

18. Resolution #22-52 Awarding Official City Newspaper Contract.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch
EXCUSED:	Dan Carpenter

19. Resolution #22-53 Authorizing Agreement for Consulting Services Between the City of De Pere and Avant Acoustics, LLC (Noise Consultant Services).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Quigley, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch
EXCUSED:	Dan Carpenter

20. Voucher approval.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch
EXCUSED:	Dan Carpenter

21. Future agenda items.

Alderperson Hansen requested that the Legal Department draft an ordinance to prohibit loitering in City-owned parking lots. He also asked if staff could present ideas on how to use the remaining \$35,000 of stadium tax revenue funds. City Administrator Larry Delo suggested that this could be done as part of the 2023 budget process.

22. Adjournment.

Alderperson Raasch moved, seconded by Alderperson Ledvina to adjourn the meeting at 9:02 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 21, 2022

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC

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

MEETING DATE: June 21, 2022

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Ordinance #22-06 Creating Section 8-17 De Pere Municipal Code
Trespassing on Municipal Parking Facilities.

The Finance/Personnel Committee voted unanimously at its June 14, 2022, meeting to forward the draft ordinance as prepared by the City Attorney's Office to the Common Council for consideration and approval.

At its meeting on 6/7/2022, the Common Council directed the law department to draft an ordinance prohibiting trespassing on municipal parking facilities. The draft is based on an ordinance from the City of Madison, a copy of which is attached. The current municipal bond schedule is also attached for reference. For citations issued in violation of Chapter 8 which do not have a specific penalty, the bond schedule establishes a base forfeiture of \$200 for a first offense, \$250 for a second offense, and \$400 for subsequent offenses. If the Committee or Council wishes to establish a different forfeiture for citations issued in violation of this section, the bond schedule can be amended. I will be available for questions at the meeting.

ATTACHMENTS:

- Ord22-06 (PDF)
- DRAFT Ordinance Prohibiting Trespassing on Municipal Parking Facilities (DOCX)
- Madison Ordinance (DOCX)
- Municipal Court Bond-Fee Schedule (PDF)

ORDINANCE #22-06
CREATING SECTION 8-17 DE PERE MUNICIPAL CODE
TRESPASSING ON MUNICIPAL PARKING FACILITIES

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

SECTION 1: Section 8-17, *Trespassing on Municipal Parking Facilities*, is hereby created as follows:

Sec. 8-17. – Trespassing on Municipal Parking Facilities.

- (a) *Municipal parking facility* means any property owned by or under control of the city used for the primary purpose of parking vehicles and includes but is not limited to parking lots and parking structures located at city parks and city owned buildings.
- (b) *Prohibited acts.* It shall be unlawful for any person not engaged in the parking or operation of a motor vehicle or the parking of a bicycle in a designated bicycle rack, or not having business to attend to in connection with the parking of a motor vehicle or bicycle, to trespass or loiter on any municipal parking facility.
 - 1) No person shall enter or remain upon the premises of a municipal parking facility, except while actually parking a motor vehicle or parking a bicycle in a designated bicycle rack or while proceeding directly to or from a parked vehicle or bicycle. No person shall utilize the premises of a municipal parking facility except for the purpose of proceeding to or from an available parking stall. No person shall remain in, on or around a motor vehicle within a municipal parking facility except for the period of time reasonably necessary to park said vehicle or to prepare said vehicle to leave said facility.
 - 2) No person shall ride a bicycle or skateboard in any parking facility except for the period of time reasonably necessary to park said bicycle in a designated bicycle rack. No person may ride any play vehicles, electric scooters, or use in-line skates, as those terms are defined in Chapter 340 of the Wisconsin Statutes, in any municipal parking facility.
- (c) *Exceptions.* Section (b) above shall not apply:
 - 1) During special events authorized and approved by the city.
 - 2) To persons using restroom or sanitation facilities within the parking facility that are provided by the city for public use.

SECTION 2: This ordinance shall take effect upon its passage and publication according to law.

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

Ordinance #22-06
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of June, 2022.

APPROVED:

Jonathon M. Hansen, Acting Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 06/14/2022

Publication Date: _____

Effective Date: _____

Sec. 8-17 - Trespassing on Municipal Parking Facilities.

- (a) *Municipal parking facility* means any property owned by or under control of the city used for the primary purpose of parking vehicles and includes but is not limited to parking lots and parking structures located at city parks and city owned buildings.
- (b) *Prohibited acts.* It shall be unlawful for any person not engaged in the parking or operation of a motor vehicle or the parking of a bicycle in a designated bicycle rack, or not having business to attend to in connection with the parking of a motor vehicle or bicycle, to trespass or loiter on any municipal parking facility.
 - 1) No person shall enter or remain upon the premises of a municipal parking facility, except while actually parking a motor vehicle or parking a bicycle in a designated bicycle rack or while proceeding directly to or from a parked vehicle or bicycle. No person shall utilize the premises of a municipal parking facility except for the purpose of proceeding to or from an available parking stall. No person shall remain in, on or around a motor vehicle within a municipal parking facility except for the period of time reasonably necessary to park said vehicle or to prepare said vehicle to leave said facility.
 - 2) No person shall ride a bicycle or skateboard in any parking facility except for the period of time reasonably necessary to park said bicycle in a designated bicycle rack. No person may ride any play vehicles, electric scooters, or use in-line skates, as those terms are defined in Chapter 340 of the Wisconsin Statutes, in any municipal parking facility.
- (c) *Exceptions.* Section (b) above shall not apply:
 - 1) During special events authorized and approved by the city.
 - 2) To persons using restroom or sanitation facilities within the parking facility that are provided by the city for public use.

8.14 MUNICIPAL PARKING FACILITIES.

- (1) Management . The management, operation and control of all automobile parking facilities owned by the City of Madison shall be under the direction of the Transportation Commission of the City of Madison. The Transportation Commission is authorized to enact such rules as may be necessary and proper to insure and promote the safe, efficient and proper operation of such parking facilities as may be owned and operated by the City of Madison. (Am. by Ord. 12,460, 9-3-99; Am. by ORD-19-00081 , 11-13-19)
- (2) Operation .
 - (a) Weight of Vehicles . It shall be unlawful to park any vehicles having a gross weight in excess of 5,999 pounds in any parking facility owned and operated by the City of Madison.
 - (b) Manner of Parking . It shall be unlawful to park any vehicle in any municipal parking facility or garage except within the limits of a designated parking stall and except so as to occupy not more than one designated parking space. No more than one vehicle shall occupy any such parking space. When prohibited by an official sign, no vehicle shall be backed into a parking stall in a municipal parking facility; except persons for whom the Department of Transportation of the State of Wisconsin has issued a special registration plate under Wis. Stat. §§ 341.14(1) to (1r), or a special identification card under Wis. Stat. § 343.51, may back into a marked stall reserved for vehicles displaying said plates or identification cards. (Am. by Ord. 9739, 3-30-89; Ord. 12,460, 9-3-99)
 - (c) Rates . The Transportation Commission shall establish such fees and charges for parking privileges in the various municipal parking facilities owned and operated by the City of Madison as the Commission shall determine reasonable. Such fees may be based on hourly, daily, weekly or monthly parking, and may be measured by personal attendants, pay-on-foot stations, exit stations, pre-payment receipt dispensers, daily payment stamps, "after hours" parking fee notices, parking meters or any other reasonable and accurate means of measurement. The established fees shall be posted in a conspicuous place at or near the entrance of each parking facility. The prohibitions against parking in a municipal parking facility without making proper payment are as follows: (Am. by ORD-19-00081 , 11-13-19)
 1. a. Metered Parking and Pre-payment Receipts . No person shall park a vehicle in any municipal parking facility owned and operated by the City of Madison without payment of the appropriate fee (as established by the Transportation Commission) in the designated meter adjacent to the parking stall when payment is collected by a parking meter or in the appropriate pre-payment receipt dispenser located within the parking facility when payment is collected by a pre-payment receipt dispenser. (Am. by ORD-19-00081 , 11-13-19)
 - b. Overtime Parking at Meters . No person shall park, stop or leave standing a vehicle in any municipal parking facility at a metered parking stall for a longer period than the applicable time limit specified on the meter adjacent to the parking stall. The absence of or complete functional failure of a parking meter adjacent to any parking space shall exempt operators of vehicles from the provisions of this paragraph related to metered parking. (Cr. by Ord. 13,412, 9-24-03)
 2. Exit from Attended Facility . No person shall park and then exit in a vehicle from a municipal parking facility while an attendant is on duty for the purpose of collecting parking fees, without doing one of the following:

- a. Paying the appropriate fee for parking to the personal attendant of the parking facility.
 - b. Paying the appropriate fee for parking at the pay-on-foot station or exit station. (Am. by Ord. 10,433, 5-1-92; Ord. 13,412, 9-24-03)
 - c. Using other payment means made available by the Parking Utility, and following all directions for payment, including but not limited to making payment of the appropriate parking fee and any processing fees within a certain number of days if so directed. (Cr. by Ord. 13,412, 9-24-03)
 3. Exit from Unattended Facility . No person shall park and then exit in a vehicle from a municipal parking facility while there are no Parking Utility employees on duty for the purpose of collecting parking fees, without doing one of the following:
 - a. Paying the appropriate fee for parking at the pay-on-foot station or exit station. (Cr. by Ord. 13,412, 9-24-03)
 - b. Making payment, within the number of days indicated, of the appropriate fees indicated on the "Parking Fee Notice" placed on the vehicle.
 - c. Using other payment means made available by the Parking Utility, and following all directions for payment, including but not limited to making payment of the appropriate parking fee and any processing fees within a certain number of days if so directed.
 4. Exit From Facility Causing Damage to Public Property . No person shall cause damage to city property in connection with a violation under Paragraph 2. or 3. of this Subdivision. (Cr. by ORD-11-00110, 8-10-11; Am. by ORD-21-00081 , 11-26-21)
 5. Applicability . The registered owner is presumed to be the operator of any vehicle found parked or operating in violation of this Subdivision. Except for prohibitions under Paragraph 4., the prohibitions in this Subdivision shall not apply to operators or owners of vehicles who display a permit sticker or carry a card issued by the Parking Utility, or have otherwise received special authorization from the Parking Utility. (Renum. & Am. by ORD-11-00110, 8-10-11; Am. by ORD-21-00081 , 11-26-21)
- (d) Trespassing on Municipal Parking Facilities .
1. It shall be unlawful for any person not engaged in the parking or operation of a motor vehicle or the parking of a bicycle in a designated bicycle rack, or not having business to attend to in connection with the parking of a motor vehicle or bicycle, to trespass or loiter on any municipal parking facility owned and operated by the City of Madison.
 2. No person shall enter or remain upon the premises of a municipal parking facility, except while actually parking a motor vehicle or parking a bicycle in a designated bicycle rack or while proceeding directly to or from a parked vehicle or bicycle. No person shall utilize the premises of a municipal parking facility except for the purpose of proceeding to or from an available parking stall. No person shall enter or remain within or on a motor vehicle within a municipal parking facility except for the period of time reasonably necessary to park said vehicle or to prepare said vehicle to leave said facility. No person shall ride a bicycle or skateboard in any parking facility except for the period of time reasonably necessary to park said bicycle in designated bicycle racks. No person may ride any play vehicles or use in-line skates, as those terms are defined in Chapter 340 of the Wisconsin Statutes, in any municipal parking facility.

(Am. by Ord. 12,460, 9-3-99)

3. Paragraphs 1. and 2. above shall not apply:
- a. During special events authorized and approved by the Common Council. (Am. by Ord. 12,460, 9-3-99)
 - b. To operators and users of an authorized storage locker as provided for under Subdivision (k), for a period of time reasonably necessary to maintain or use the storage locker.
 - c. To persons authorized by the Parking Manager in accordance with an approved temporary land use permit issued under Section 8.10.
 - d. To persons using restroom or sanitation facilities within the parking facility that are provided by the City for public use.

(Am. by ORD-21-00081 , 11-26-21)

4. a. No person shall park any motor vehicle within the premises of a parking facility when such person has been issued four or more City of Madison parking citations which remain unsatisfied. No person shall park any vehicle within the premises of a parking facility when such vehicle's registered owner shall have been, by the time of such parking, issued four or more City of Madison parking citations which remain unsatisfied.
- b. For the purposes of this ordinance a City of Madison parking citation is considered unsatisfied under any of the following conditions:
 - i. The City has obtained a court judgment against the person issued the citation and that judgment has not been fully satisfied.
 - ii. The person issued the citation has neither paid the amount due on the citation nor requested a municipal court trial by the date stated in the citation.
 - c. For the purposes of this Paragraph, the registered owner is presumed to be the operator of any vehicle found parked or operating in violation of Sec. 8.14(2)(d)4.a. (Am. by ORD-21-00081 , 11-26-21)
5. No person shall park any vehicle within a parking facility which vehicle has been issued four or more Parking Fee Notices which remain unpaid.
6. The provisions of Paragraphs 4. and 5. may only be enforced at parking facilities where signs have been conspicuously posted at all entrances to such facilities informing motorists of these prohibitions. (Am. by ORD-21-00081 , 11-26-21)

(Sec. 8.14(2)(d) Am. by Ord. 11,927, 8-30-97; Am. by Ord. 12,460, 9-3-99)

- (e) Trailers. It shall be unlawful to park, stop or leave standing, any type of trailer or mobile home, whether attached to a motor vehicle or detached, in any parking facility owned and operated by the City of Madison and no person shall operate a motor vehicle with a trailer or mobile home attached in any such parking facility. This Subdivision shall not apply when vehicular access to and from the parking facility is controlled by an attendant during pre-paid special events or other special parking circumstances, in which case access to the facility and manner of parking shall be controlled by the attendant. (Am. by Ord. 13,412, 9-24-03; Am. by ORD-21-00081 , 11-26-21)
- (f) Distributing Leaflets. It shall be unlawful to distribute or dispense in any manner, other than person-to-person, any advertisement, leaflet or publication in any municipal parking facility

owned or operated by the City of Madison. The issuance of citations or leaflets necessary to the operation of such facilities is not prohibited by this ordinance.

(g) Possession and Consumption of Intoxicants Prohibited.

1. No person shall consume a fermented malt beverage or intoxicating liquor upon the premises of an automobile parking facility except at the time and in the area specified in Subparagraph (d)3.a. above.
2. No person shall knowingly transport or have under their control upon the premises of an automobile parking facility a fermented malt beverage or intoxicating liquor unless said intoxicating liquor container has not previously been opened and displays an unbroken U.S. Department of Revenue seal or unless the said fermented malt beverage container has not previously been opened except at the time and in the area specified in Subparagraph (d)3.a. above.

(Sec. 8.14(2)(g) Am. by Ord. 11,592, 6-3-96; Am. by ORD-21-00081 , 11-26-21)

- (h) Pre-Payment Receipt Display. When pre-payment is made by any method authorized under this Subsection that produces a receipt or ticket dispensed to a parking patron, the receipt or ticket shall be displayed face-up, on the driver's side of the dashboard in such a manner that the entire receipt may be visible from the outside of the vehicle. (Cr. by Ord. 7902, 12-29-82; Am. by Ord. 13,412, 9-24-03; Am. by ORD-21-00081 , 11-26-21)
- (i) Tampering or Misuse of Receipt/Stamp Prohibited. It shall be unlawful for any person to tamper with or in any fashion alter or modify a pre-payment receipt or to display a receipt(s) or part(s) of receipt(s) in such a fashion as to make it appear that the lawful payment has been made for the time the vehicle has been parked but no such lawful payment has been made. It shall also be unlawful to tamper with, produce, use or present for payment any stamp or other symbol purporting to represent prepayment for parking unless said stamp or symbol has been authorized by the City of Madison Transportation Commission. Any person violating this Subdivision shall be subject to a forfeiture of not less than \$100 nor more than \$200 for each violation. (Am. by Ord. 9739, 3-30-89; Am. by ORD-21-00081 , 11-26-21)
- (j) Receipt Transfer Prohibited. Upon exiting a parking facility it shall be unlawful to present to the parking attendant a receipt or ticket indicating the date and time the vehicle entered the facility which is not the same receipt or ticket which was received by the operator of the vehicle upon entering into the facility. It shall also be unlawful to present a receipt or ticket which has been altered to indicate a time and date which is not the time and date the vehicle actually entered the facility. (Cr. by Ord. 8003, 4-26-83)
- (k) Storage Lockers. The Parking Division Manager may authorize the placement of storage lockers (personal), as that term is defined in Section 28.151, within designated areas of the City's parking facilities. Any such storage locker must meet the requirements of Section 28.151, and the Parking Division Manager is authorized to enter into agreements, on behalf of the City, in a form and manner acceptable to the City Attorney, giving an operator permission to install and operate lockers in the parking facilities. (Cr. by ORD-21-00081 , 11-26-21)

(3) Penalty.

- (a) Except as provided below, any person violating the provisions of Subdivision (2)(b) of this ordinance shall be subject to a forfeiture of not less than five dollars (\$5) nor more than fifty dollars (\$50). (Am. by Ord. 12,460, 9-3-99)

-
- (b) Any person violating the provisions of Paragraph (2)(c)1. of this ordinance in any municipal parking facility shall be subject to a forfeiture of not less than eight dollars (\$8) nor more than fifty dollars (\$50). (Am. by Ord. 12,460, 9-3-99)
 - (c) Any person violating Paragraphs (2)(c)2. or 3. of this ordinance shall be subject to a forfeiture of not less than five dollars (\$5) nor more than one hundred and fifty dollars (\$150). (Am. by Ord. 12,460, 9-3-99; Ord. 13,760, Adopted 12-14-04; ORD-10-00015, 2-18-10)
 - (d) Any person violating the provisions of Subdivision (2)(j) of this ordinance shall be subject to a fine of not less than ten dollars (\$10) nor more than five hundred dollars (\$500). (Am. by Ord. 13,760, Adopted 12-14-04)
 - (e) Except as provided in (g) below, any person violating the provisions of Subdivision (2)(d) of this ordinance shall be subject to a forfeiture of not less than twenty-five dollars (\$25) nor more than five hundred dollars (\$500). (Cr. by Ord. 11,927, 8-30-97; Am. by Ord. 12,460, 9-3-99; Ord. 13,760, Adopted 12-14-04)
 - (f) Any person violating any of the other provisions of this ordinance shall be subject to a fine of not less than five dollars (\$5) nor more than one hundred fifty dollars (\$150). (Renumbered from (e) to (f) by Ord. 11,927, 8-30-97; Am. by ORD-10-00015, 2-18-10)
 - (g) In the event any vehicle is towed for a violation of this section, the total forfeiture shall be not less than fifty-five dollars (\$55) nor more than five hundred fifty dollars (\$550). (Renumbered from (f) to (g) by Ord. 11,927, 8-30-97; Am. by Ord. 12,460, 9-3-99; Ord. 13,760, Adopted 12-14-04)
 - (h) Any person violating Paragraph (2)(c)4. of this ordinance shall be subject to a forfeiture of not less than fifty dollars (\$50) nor more than five hundred dollars (\$500). (Cr. by ORD-11-00110, 8-10-11)
- (Am. by ORD-21-00081 , 11-26-21)
- (4) Towing for Parking Violations. The police department is authorized to remove, by towing, any vehicle from a parking facility found to be parked in violation of the provisions of this ordinance. In addition to any other penalties, such towing shall subject the operator of such a vehicle to the provisions of Sec. 12.1331(3), MGO. (Cr. by Ord. 11,927, 8-30-97)

Municipal Court Bond Schedule

	First Offense	Second Offense	Subsequent Offenses
7.125.07(4)(b) Underage Possession/Consumption of Intoxicant	\$250.00	\$350.00	\$500.00
(Age 17-20)	\$100.00	\$200.00	\$350.00
(Age Under 17)	\$50.00	\$75.00	\$150.00
7.125.07(1)(a) Procure/sell/furnish to underage	\$250.00	\$350.00	\$500.00
7.125.07(3)(a) Presence in place of sale	\$150.00	\$250.00	\$400.00
7.125.07(4)(a) Underage Persons	\$200.00	\$300.00	\$500.00
7.125.085(3)(a) Provide ID to underage - Juv & Adults	\$200.00	\$300.00	\$500.00
7.125.085(3)(b) Underage false ID - Juv & Adults	\$200.00	\$350.00	\$500.00
7.125.09(2)(b) Possession of alcohol on school grounds	\$200.00	\$350.00	\$500.00
7.125.32(2) Licensed operator to be on premises	\$200.00	\$350.00	\$500.00
7.125.32(3)(a) Open after hours	\$150.00	\$200.00	\$500.00
7.125.68 Liquor Licenses: General Restrictions and Requirements	\$350.00	\$450.00	
7-9 Open Intoxicants on Street	\$100.00	\$150.00	\$200.00
7-10 Sale to intoxicated person 125.07(2)(a)	\$150.00	\$250.00	\$400.00
7 Liquor (all others)	\$200.00	\$300.00	\$400.00
8.167.10 Fireworks Regulated	\$150.00	\$200.00	\$250.00
8.167.31 Safe use & transport of firearms and bows (Wis. Stats. §167.31)	\$300.00	\$400.00	
8.254.92 Juvenile Possession of Tobacco	\$75.00	\$100.00	\$125.00
8.940.19(1) Battery	\$350.00	\$450.00	\$550.00
8.941.13 False Alarms	\$150.00	\$200.00	\$300.00
8.941.20 Endangering Safety by Use of Dangerous Weapons	\$300.00	\$350.00	\$550.00
8.941.235 Carrying a firearm into a public building (Wis. Stats. §941.235)	\$400.00	\$500.00	
8.941.237 Carrying a handgun where alcohol beverages may be sold/consumed (Wis. Stats. §941.237)	\$400.00	\$500.00	
8.941.26 Machine guns & other weapons (Wis. Stats. §941.26)	\$400.00	\$500.00	
8.941.28 Possession of short-barreled shotgun/rifle (Wis. Stats. §941.28)	\$400.00	\$500.00	
8.941.29 Possession of firearms (Wis. Stats. §941.29)	\$300.00	\$400.00	
8.941.37 Obstructing Emergency Personnel	\$300.00	\$350.00	\$550.00
8.943.01(1) Criminal Damage to Property	\$300.00	\$350.00	\$550.00
8.943.13 Trespass to Land	\$200.00	\$300.00	\$400.00
8.943.14 Criminal Trespass to Dwelling	\$300.00	\$450.00	\$600.00
8.943.15 Entry onto Construction Site	\$250.00	\$400.00	\$550.00
8.943.20 Theft	\$300.00	\$400.00	\$500.00
8.943.21 Fraud on Hotel/Restaurant	\$300.00	\$400.00	\$500.00
8.943.225 Refusal to Pay for Motor Bus Ride	\$150.00	\$200.00	\$250.00
8.943.34 Receiving Stolen Property	\$300.00	\$400.00	\$500.00
8.943.37 Alteration of Property Identification	\$250.00	\$350.00	\$450.00
8.943.38 Forgery (Wis. Stats. §943.38)	\$300.00	\$400.00	\$500.00
8.943.41 Financial transaction card crimes (Wis. Stats. §943.41)	\$300.00	\$400.00	\$500.00
8.943.45 Obtaining Telecommunications Service by Fraud**	\$300.00	\$400.00	\$500.00
8.943.46 Theft of Cable TV Service	\$300.00	\$400.00	\$500.00
8.943.47 Theft of Satellite Cable Programming	\$300.00	\$400.00	\$500.00
8.943.50 Retail Theft	\$300.00	\$400.00	\$500.00
8.943.55 Removal of Shopping Cart	\$100.00	\$200.00	\$300.00
8.943.61 Theft of Library Material	\$250.00	\$400.00	\$550.00
8.943.70 Computer Crimes	\$250.00	\$350.00	\$450.00
8.943.82 Fraud against a financial institution (Wis. Stats. §943.82)	\$300.00	\$400.00	\$500.00

Municipal Court Bond Schedule

8.943.201 Unauthorized use of personal identifying information (Wis. Stats. §943.201)	\$300.00	\$400.00	\$500.00
8.944.15 Public Fornication	\$300.00	\$400.00	\$500.00
8.944.17 Sexual Gratification	\$300.00	\$400.00	\$500.00
8.944.20 Lewd & Lascivious Behavior	\$250.00	\$350.00	\$450.00
8.945.02 Gambling	\$150.00	\$250.00	\$400.00
8.946.41 Resisting/Obstructing Officer	\$400.00	\$500.00	\$600.00
8.946.42 Escape	\$350.00	\$450.00	\$550.00
8.947.01 Disorderly Conduct	\$250.00	\$350.00	\$450.00
8.947.012 Unlawful Use of Telephone	\$250.00	\$350.00	\$450.00
8.947.0125 Unlawful Use of Computerized Communications Systems (Wis. Stats. §947.0125)	\$200.00	\$300.00	\$350.00
8.947.013 Harassment	\$250.00	\$350.00	\$450.00
8.947.04 Drinking in Common Carriers	\$200.00	\$300.00	\$400.00
8.947.06 Unlawful Assemblies	\$150.00	\$250.00	\$400.00
8.948.51 Hazing	\$250.00	\$350.00	\$450.00
8.948.605 Gun free school zone (Wis. Stats. §948.605)	\$400.00	\$500.00	
8.951.01-8.951.18 Crimes Against Animals	\$250.00	\$400.00	\$550.00
8.961.41(3g) Possession of Marijuana	\$300.00	\$400.00	\$550.00
8.961.573(1)&(2) Possession of Paraphernalia	\$300.00	\$400.00	\$550.00
8-3 Smoking Regulations - Smokers (Wis. Stats. §101.123)	\$150.00	\$250.00	\$250.00*
8-3 Smoking Regulations - Person In Charge (Wis. Stats. §101.123)	\$100.00	\$100.00	\$100.00*
8-10 Possession of Synthetic Cannabinoid or Salvia	\$300.00	\$400.00	\$550.00
8-16 Urinating & Other Conduct in Public	\$250.00	\$350.00	\$450.00
8-18 Loitering – streets & sidewalks	\$150.00	\$200.00	\$250.00
8-18 Loitering – Business	\$150.00	\$200.00	\$250.00
8-18.3 Sex Offender Residency Restrictions	\$250.00	\$350.00	\$450.00
8-20(b)(1) Truancy	\$50.00	\$100.00	Up to \$500.00 per semester*
8-20(b)(2) Habitual Truancy	\$150.00	\$250.00	\$350.00
8-20(c) Contributing to Truancy	\$250.00	\$350.00	\$550.00
8-26 Sexting by Minors Prohibited	\$100.00	\$150.00	\$200.00
8 All other offenses against public peace, safety, and morals	\$200.00	\$250.00	\$400.00
14 Zoning	\$200.00	\$350.00	\$550.00
22 Streets, Alleys, Sidewalks	\$150.00	\$300.00	\$450.00
26 Water & Sewer Service	\$150.00	\$300.00	\$450.00
27 Stormwater Management	\$150.00	\$300.00	\$450.00
30 Parks & Recreation	\$150.00	\$300.00	\$450.00
30-4(d) Operation of Boat Near Dam	\$200.00	\$400.00	\$500.00
42 Erosion Control Construction Site	\$250.00	\$450.00	\$550.00
46 Subdivisions	\$200.00	\$350.00	\$550.00
54 Building Code	\$200.00	\$350.00	\$550.00
58 Fire Prevention	\$200.00	\$350.00	\$550.00
62 Electrical Code	\$200.00	\$350.00	\$550.00
66 Plumbing Code	\$200.00	\$350.00	\$550.00
74 Public Health	\$200.00	\$300.00	\$450.00
78 Nuisances	\$250.00	\$450.00	\$750.00
78-8 Graffiti	\$300.00	\$400.00	\$500.00
82 Garbage & Refuse	\$150.00	\$250.00	\$400.00
86-2 Dog & Cat Quarantine	\$200.00	\$300.00	\$450.00

Municipal Court Bond Schedule

86 Dogs	\$100.00	\$200.00	\$300.00
90 Mobile Home Parks	\$150.00	\$250.00	\$400.00
94 Housing Code	\$200.00	\$300.00	\$450.00
98 Regulation of Signs	\$150.00	\$250.00	\$400.00
106 Licenses & Permits	\$200.00	\$300.00	\$450.00
110 Business Regulations	\$200.00	\$300.00	\$450.00
110-8 Pawnbroker, Secondhand Article Dealers and Secondhand Jewelry Dealers	\$250.00	\$350.00	\$450.00
114 Peddlers	\$250.00	\$400.00	\$500.00
118 Taxicabs	\$200.00	\$300.00	\$450.00
126 Burglar, Holdup & Fire Alarm	\$100.00	\$150.00	\$200.00
130 Bicycles	\$50.00	\$100.00	\$150.00
146 Noise Ordinance	\$200.00	\$250.00	\$400.00
150-1(a) Operating motor vehicle while revoked (non-OWI related) [Wis. Stats. §343.44(1)(B)]	\$250.00	\$300.00	\$350.00 (3rd)/\$400 (4th)
150-4(a) Disorderly conduct w/ motor vehicle	\$200.00	\$250.00	\$400.00
150-8 Railroad Regulations	\$300.00	\$300.00	\$350.00
150 All Other Traffic Regulations(other than uniform traffic or parking regulations)	\$75.00	\$150.00	\$250.00

*Note: State law restricts the forfeiture amounts for these violations.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 21, 2022

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Award Contract 22-02 Lewis Street Reconstruction to Kruczek Construction, Inc. in the amount of \$1,275,000

The Board of Public Works at the June 13, 2022 meeting approved award of Contract 22-02 Lewis Street Reconstruction to Kruczek Construction, Inc. in the amount of \$1,275,000 with water utility overages being covered by 2023 budgeted funds and stormwater utility funding overages in the storm sewer and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2022 0613 CI_BOPW_Award_22-02 (PDF)
- 2022 0601 CE_Project 22-02_Bid Tabulation (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: June 13, 2022

RE: **Consideration and possible action on award of Contract 22-02 Lewis Street Reconstruction***

The Engineering Department received bids on Project 22-02 Lewis Street Reconstruction on Thursday, June 2, 2022. This project involves the reconstruction and utility relay on Lewis Street from S. Broadway Street to S. Ontario Street due to the deteriorated condition of the street and various utilities. Utility extensions and laterals are to be provided to the property line for the De Pere Cultural Foundation site at 221 S. Broadway Street. The bids received were as follows:

Contractor	Base Bid
Kruczek Construction, Inc.	\$1,275,000.00
David Tenor Corporation	\$1,299,978.55
Feaker & Sons Co., Inc.	\$1,304,821.50
Jossart Brothers, Inc.	\$1,371,448.50
Dorner, Inc.	\$1,389,821.30
Advance Construction, Inc.	\$1,477,472.60

The allocated amount from the capital improvement budget is \$1,127,000 which is below the bid amount. The breakdown is as follows:

- General Obligation Debt: \$560,000
- Sewerage Utility Fund: \$152,000
- Water Utility Fund: \$185,000
- Storm Water Utility Fund: \$230,000

The costs overages are associated with the water main and storm sewer. The water main allocated amount was \$185,000 with \$335,000 (including contingency) required for the project. The storm sewer allocate amount was \$230,000 with \$365,000 (including contingency) required for the project.

1. Water Utility Funding Discussion: The cost overage for the water is related to higher prices and the addition of water main between Superior and Huron Street due to a property in the middle of the block that does not have water main in front of the parcel.

A few examples of some of the items with significant increases from last year are as follows:

Item	Unit	2021 Cost	2022 Cost
Provide 8" PVC Water Main	LF	\$83	\$95
Provide 6" PVC Water Main	LF	\$80	\$160
Provide 6" PVC Hydrant Lead	LF	\$80	\$145
Provide 4" PVC Water Main	LF	\$100	\$165
Provide 1" HDPE Water Service	LF	\$59	\$70
Provide 1" Corporation and Curb Stop	EA	\$500	\$625
Provide 8" Gate Valve	EA	\$1,975	\$3,000
Provide 6" Gate Valve	EA	\$1,430	\$2,250
Provide 4" Gate Valve	EA	\$1,202	\$1,975
Provide Hydrant (6.5' Bury)	EA	\$4,441	\$6,000

2. Storm Water Utility Funding Discussion

The additional costs are attributed to the replacing additional storm sewer between Huron and Erie Street to meet City design standards.

Staff has reviewed the options for the overages and have identified the following choices:

1. Utilize water utility funding allocated for the 2023 water relay project to cover the water overage.
2. The storm water utility has funds to cover the overage.

Staff's recommendation is to accept the bid from Kruczek Construction, Inc. in the amount of \$1,275,000 and utilize funding allocated to Project 22-01 to cover overages allocated under the Water Utility Funding shortfall in 2022.

Attachments:

2022 0601 CE_Project 22-02 Bid Tab (PDF)



Project 22-02 Lewis Street Reconstruction
Bid Tabulation

				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5		Bidder No. 6	
				Kruczek Construction, Inc.		David Tenor Corporation		Feaker & Sons Co., Inc.		Jossart Brothers, Inc.		Dorner, Inc.		Advance Construction, Inc.	
Item	Description	Unit	Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
Sanitary Sewer															
SS-01	Provide 8" PVC Sanitary Sewer	LF	200	\$104.00	\$20,800.00	\$95.00	\$19,000.00	\$97.00	\$19,400.00	\$101.00	\$20,200.00	\$133.00	\$26,600.00	\$131.00	\$26,200.00
SS-02	Remove and Relay 6" or 4" PVC Sanitary Lateral	LF	250	\$96.00	\$24,000.00	\$95.00	\$23,750.00	\$92.00	\$23,000.00	\$103.00	\$25,750.00	\$93.00	\$23,250.00	\$149.50	\$37,375.00
SS-03	Provide 6" PVC Sanitary Sewer Lateral	LF	60	\$103.00	\$6,180.00	\$93.00	\$5,580.00	\$90.00	\$5,400.00	\$103.00	\$6,180.00	\$104.00	\$6,240.00	\$188.00	\$11,280.00
SS-04	Provide 4" PVC Sanitary Sewer Lateral	LF	130	\$93.00	\$12,090.00	\$87.00	\$11,310.00	\$86.00	\$11,180.00	\$100.00	\$13,000.00	\$87.00	\$11,310.00	\$142.00	\$18,460.00
SS-05	Provide 12"x6" or 12"x4" Sanitary Wye	EA	6	\$655.00	\$3,930.00	\$900.00	\$5,400.00	\$445.00	\$2,670.00	\$350.00	\$2,100.00	\$2,644.00	\$15,864.00	\$2,300.00	\$13,800.00
SS-06	Provide 8"x6" Sanitary Wye	EA	1	\$135.00	\$135.00	\$145.00	\$145.00	\$255.00	\$255.00	\$125.00	\$125.00	\$299.00	\$299.00	\$2,100.00	\$2,100.00
SS-07	Provide 8"x4" Sanitary Wye	EA	1	\$130.00	\$130.00	\$145.00	\$145.00	\$185.00	\$185.00	\$125.00	\$125.00	\$295.00	\$295.00	\$2,100.00	\$2,100.00
SS-08	Provide 6" or 4" Saddle to Existing Sanitary Sewer	EA	5	\$350.00	\$1,750.00	\$750.00	\$3,750.00	\$470.00	\$2,350.00	\$100.00	\$500.00	\$1,570.00	\$7,850.00	\$1,282.00	\$6,410.00
SS-09	Remove and Replace 4' Diameter Sanitary Sewer Manhole	VF	9	\$600.00	\$5,400.00	\$700.00	\$6,300.00	\$550.00	\$4,950.00	\$600.00	\$5,400.00	\$827.00	\$7,443.00	\$663.00	\$5,967.00
SS-10	Provide 4' Diameter Sanitary Sewer Manhole	VF	10	\$530.00	\$5,300.00	\$636.00	\$6,360.00	\$550.00	\$5,500.00	\$680.00	\$6,800.00	\$510.00	\$5,100.00	\$500.00	\$5,000.00
SS-11	Connect to Existing Sanitary Sewer Pipe	EA	3	\$750.00	\$2,250.00	\$950.00	\$2,850.00	\$775.00	\$2,325.00	\$1,500.00	\$4,500.00	\$1,880.00	\$5,640.00	\$1,332.00	\$3,996.00
SS-12	Dig Down and Cap Existing Sanitary Lateral at Sewer Main	EA	1	\$600.00	\$600.00	\$1,100.00	\$1,100.00	\$950.00	\$950.00	\$1,000.00	\$1,000.00	\$1,266.00	\$1,266.00	\$630.00	\$630.00
Storm Sewer															
ST-01	Provide 24" RCP (Class III) or PP Storm Sewer	LF	85	\$145.00	\$12,325.00	\$99.00	\$8,415.00	\$100.00	\$8,500.00	\$104.00	\$8,840.00	\$128.00	\$10,880.00	\$137.00	\$11,645.00
ST-02	Provide 21" RCP (Class III) or PP Storm Sewer	LF	420	\$90.00	\$37,800.00	\$91.00	\$38,220.00	\$95.00	\$39,900.00	\$95.00	\$39,900.00	\$102.00	\$42,840.00	\$112.00	\$47,040.00
ST-03	Provide 18" RCP (Class III) or PP Storm Sewer	LF	160	\$78.00	\$12,480.00	\$80.00	\$12,800.00	\$83.00	\$13,280.00	\$84.00	\$13,440.00	\$92.00	\$14,720.00	\$104.50	\$16,720.00
ST-04	Provide 15" PVC, RCP (Class III) or PP Storm Sewer	LF	130	\$74.00	\$9,620.00	\$72.00	\$9,360.00	\$75.00	\$9,750.00	\$77.00	\$10,010.00	\$83.00	\$10,790.00	\$95.50	\$12,415.00
ST-05	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	915	\$90.00	\$82,350.00	\$72.00	\$65,880.00	\$76.00	\$69,540.00	\$79.00	\$72,285.00	\$88.00	\$80,520.00	\$97.00	\$88,755.00
ST-06	Provide 8" PVC Storm Sewer	LF	300	\$59.00	\$17,700.00	\$60.00	\$18,000.00	\$62.00	\$18,600.00	\$66.00	\$19,800.00	\$61.00	\$18,300.00	\$70.00	\$21,000.00
ST-07	Provide 6" PVC Storm Sewer Lateral	LF	525	\$57.00	\$29,925.00	\$60.00	\$31,500.00	\$61.00	\$32,025.00	\$65.00	\$34,125.00	\$59.00	\$30,975.00	\$65.50	\$34,387.50
ST-08	Provide 24"x6" Storm Branch or Inserta Tee	EA	2	\$200.00	\$400.00	\$285.00	\$570.00	\$225.00	\$450.00	\$250.00	\$500.00	\$450.00	\$900.00	\$202.00	\$404.00
ST-09	Provide 21"x6" Storm Branch or Inserta Tee	EA	3	\$200.00	\$600.00	\$285.00	\$855.00	\$225.00	\$675.00	\$250.00	\$750.00	\$450.00	\$1,350.00	\$202.00	\$606.00
ST-10	Provide 18"x6" Storm Branch or Inserta Tee	EA	2	\$200.00	\$400.00	\$285.00	\$570.00	\$225.00	\$450.00	\$250.00	\$500.00	\$450.00	\$900.00	\$202.00	\$404.00
ST-11	Provide 12"x6" Storm Branch or Inserta Tee	EA	2	\$200.00	\$400.00	\$285.00	\$570.00	\$225.00	\$450.00	\$250.00	\$500.00	\$450.00	\$900.00	\$202.00	\$404.00
ST-12	Provide 8"x6" Storm Branch	EA	4	\$120.00	\$480.00	\$155.00	\$620.00	\$200.00	\$800.00	\$125.00	\$500.00	\$246.00	\$984.00	\$115.00	\$460.00
ST-13	Remove and Replace 4' Diameter Storm Manhole	VF	6	\$775.00	\$4,650.00	\$840.00	\$5,040.00	\$850.00	\$5,100.00	\$1,000.00	\$6,000.00	\$733.00	\$4,398.00	\$1,065.00	\$6,390.00
ST-14	Provide 5' Diameter Storm Manhole	VF	8	\$1,300.00	\$10,400.00	\$1,175.00	\$9,400.00	\$1,000.00	\$8,000.00	\$1,450.00	\$11,600.00	\$1,240.00	\$9,920.00	\$1,500.00	\$12,000.00
ST-15	Provide 4' Diameter Storm Manhole	VF	56	\$845.00	\$47,320.00	\$840.00	\$47,040.00	\$835.00	\$46,760.00	\$975.00	\$54,600.00	\$843.00	\$47,208.00	\$1,000.00	\$56,000.00
ST-16	Provide Type A Catch Basin	EA	2	\$3,300.00	\$6,600.00	\$2,900.00	\$5,800.00	\$2,900.00	\$5,800.00	\$3,000.00	\$6,000.00	\$3,154.00	\$6,308.00	\$2,750.00	\$5,500.00
ST-17	Provide Type B Catch Basin	EA	20	\$3,400.00	\$68,000.00	\$3,165.00	\$63,300.00	\$3,195.00	\$63,900.00	\$3,200.00	\$64,000.00	\$3,352.00	\$67,040.00	\$3,860.00	\$77,200.00
ST-18	Connect to Structure and/or Existing Pipe	EA	10	\$575.00	\$5,750.00	\$700.00	\$7,000.00	\$750.00	\$7,500.00	\$1,000.00	\$10,000.00	\$686.00	\$6,860.00	\$766.00	\$7,660.00
ST-19	Core Drill Manhole	EA	1	\$670.00	\$670.00	\$900.00	\$900.00	\$2,100.00	\$2,100.00	\$1,000.00	\$1,000.00	\$991.00	\$991.00	\$700.00	



Project 22-02 Lewis Street Reconstruction
Bid Tabulation

1.6.b

				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5		Bidder No. 6	
				Kruczek Construction, Inc.		David Tenor Corporation		Feaker & Sons Co., Inc.		Jossart Brothers, Inc.		Dorner, Inc.		Advance Construction, Inc.	
Item	Description	Unit	Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
ST-20	Storm Sewer Dig Down and Repair Offset Joint	EA	1	\$800.00	\$800.00	\$1,200.00	\$1,200.00	\$1,600.00	\$1,600.00	\$1,000.00	\$1,000.00	\$1,964.00	\$1,964.00	\$1,400.00	\$1,400.00
ST-21	Pour Manhole Bench	EA	1	\$300.00	\$300.00	\$500.00	\$500.00	\$400.00	\$400.00	\$750.00	\$750.00	\$513.00	\$513.00	\$1,000.00	\$1,000.00
ST-22	Dig Down and Verify Fiber Optic Elevation	EA	1	\$400.00	\$400.00	\$500.00	\$500.00	\$715.00	\$715.00	\$500.00	\$500.00	\$485.00	\$485.00	\$5,000.00	\$5,000.00
ST-23	Abandon/Remove Existing Storm Sewer and Appurtenances	LS	1	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00	\$7,560.00	\$7,560.00	\$9,600.00	\$9,600.00	\$6,759.00	\$6,759.00	\$10,000.00	\$10,000.00
Water Main															
W-01	Provide 16" PVC Water Main	LF	10	\$800.00	\$8,000.00	\$450.00	\$4,500.00	\$500.00	\$5,000.00	\$665.00	\$6,650.00	\$528.00	\$5,280.00	\$709.00	\$7,090.00
W-02	Provide 8" PVC Water Main	LF	1850	\$95.00	\$175,750.00	\$93.00	\$172,050.00	\$89.00	\$164,650.00	\$89.00	\$164,650.00	\$110.00	\$203,500.00	\$110.00	\$203,500.00
W-03	Provide 6" PVC Water Main	LF	40	\$160.00	\$6,400.00	\$88.00	\$3,520.00	\$96.00	\$3,840.00	\$79.00	\$3,160.00	\$113.00	\$4,520.00	\$113.00	\$4,520.00
W-04	Provide 6" PVC Hydrant Lead	LF	40	\$145.00	\$5,800.00	\$75.00	\$3,000.00	\$95.00	\$3,800.00	\$79.00	\$3,160.00	\$100.00	\$4,000.00	\$97.00	\$3,880.00
W-05	Provide 4" PVC Water Main	LF	30	\$165.00	\$4,950.00	\$95.00	\$2,850.00	\$95.00	\$2,850.00	\$70.00	\$2,100.00	\$120.00	\$3,600.00	\$118.00	\$3,540.00
W-06	Provide 1" HDPE Water Service Open Cut	LF	375	\$70.00	\$26,250.00	\$84.00	\$31,500.00	\$70.00	\$26,250.00	\$71.00	\$26,625.00	\$72.00	\$27,000.00	\$84.00	\$31,500.00
W-07	Provide 1" Corporation and Curb Stop	EA	13	\$625.00	\$8,125.00	\$605.00	\$7,865.00	\$550.00	\$7,150.00	\$615.00	\$7,995.00	\$760.00	\$9,880.00	\$835.50	\$10,861.50
W-08	Provide 2" Corporation with Plug/Cap and 2" Galvanized Steel Pipe	EA	2	\$800.00	\$1,600.00	\$950.00	\$1,900.00	\$1,300.00	\$2,600.00	\$800.00	\$1,600.00	\$990.00	\$1,980.00	\$1,191.00	\$2,382.00
W-09	Provide 8" Gate Valve	EA	10	\$3,000.00	\$30,000.00	\$2,755.00	\$27,550.00	\$2,515.00	\$25,150.00	\$3,000.00	\$30,000.00	\$2,945.00	\$29,450.00	\$2,681.00	\$26,810.00
W-10	Provide 6" Gate Valve	EA	1	\$2,250.00	\$2,250.00	\$2,070.00	\$2,070.00	\$1,845.00	\$1,845.00	\$2,225.00	\$2,225.00	\$2,180.00	\$2,180.00	\$1,986.00	\$1,986.00
W-11	Provide 4" Gate Valve	EA	1	\$1,925.00	\$1,925.00	\$1,785.00	\$1,785.00	\$1,555.00	\$1,555.00	\$1,900.00	\$1,900.00	\$1,879.00	\$1,879.00	\$1,698.00	\$1,698.00
W-12	Provide Connection to Existing Water Main	EA	12	\$1,735.00	\$20,820.00	\$2,250.00	\$27,000.00	\$2,115.00	\$25,380.00	\$3,000.00	\$36,000.00	\$2,845.00	\$34,140.00	\$2,850.00	\$34,200.00
W-13	Provide Hydrant 6.5' Bury	EA	2	\$6,145.00	\$12,290.00	\$5,500.00	\$11,000.00	\$5,200.00	\$10,400.00	\$5,400.00	\$10,800.00	\$6,010.00	\$12,020.00	\$5,609.00	\$11,218.00
W-14	Provide Hydrant 6.0' Bury	EA	1	\$6,000.00	\$6,000.00	\$5,500.00	\$5,500.00	\$5,100.00	\$5,100.00	\$5,300.00	\$5,300.00	\$5,913.00	\$5,913.00	\$5,519.00	\$5,519.00
W-15	Provide Water Main Offset	EA	1	\$3,600.00	\$3,600.00	\$3,300.00	\$3,300.00	\$2,645.00	\$2,645.00	\$3,700.00	\$3,700.00	\$4,226.00	\$4,226.00	\$3,648.00	\$3,648.00
W-16	Provide 1/2 Water Main Offset	EA	3	\$2,200.00	\$6,600.00	\$1,900.00	\$5,700.00	\$2,000.00	\$6,000.00	\$2,800.00	\$8,400.00	\$2,461.00	\$7,383.00	\$2,324.00	\$6,972.00
W-17	Dig Down and Abandon Water Service	EA	1	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$485.00	\$485.00	\$600.00	\$600.00
W-18	Abandon/Remove Water Main and Appurtenances	LS	1	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$5,535.00	\$5,535.00	\$10,800.00	\$10,800.00	\$4,045.00	\$4,045.00	\$11,000.00	\$11,000.00
Street and Drainage															
SD-01	Provide Clearing and Grubbing	ID	6	\$68.00	\$408.00	\$52.00	\$312.00	\$50.00	\$300.00	\$52.50	\$315.00	\$75.00	\$450.00	\$100.00	\$600.00
SD-02	Unclassified Excavation	CY	3700	\$9.00	\$33,300.00	\$16.15	\$59,755.00	\$18.00	\$66,600.00	\$18.75	\$69,375.00	\$13.30	\$49,210.00	\$15.00	\$55,500.00
SD-03	Provide 1 1/4" Crushed Aggregate Base Course	CY	2640	\$20.00	\$52,800.00	\$31.57	\$83,344.80	\$30.70	\$81,048.00	\$32.20	\$85,008.00	\$27.00	\$71,280.00	\$27.20	\$71,808.00
SD-04	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1 3/4" Upper Layer	TON	710	\$93.00	\$66,030.00	\$89.85	\$63,793.50	\$92.00	\$65,320.00	\$96.00	\$68,160.00	\$93.00	\$66,030.00	\$91.50	\$64,965.00
SD-05	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 1/4" Lower Layer	TON	910	\$95.00	\$86,450.00	\$92.35	\$84,038.50	\$94.00	\$85,540.00	\$98.00	\$89,180.00	\$95.50	\$86,905.00	\$93.25	\$84,857.50
SD-06	Provide 24" Concrete Curb and Gutter (Slip Form)	LF	3800	\$16.00	\$60,800.00	\$15.96	\$60,648.00	\$16.00	\$60,800.00	\$16.40	\$62,320.00	\$19.10	\$72,580.00	\$17.65	\$67,070.00
SD-07	Provide 24" Integral Curb	LF	55	\$22.00	\$1,210.00	\$22.44	\$1,234.20	\$24.50	\$1,347.50	\$25.65	\$1,410.75	\$29.20	\$1,606.00	\$24.00	\$1,320.00
SD-08	Remove and Replace 9" Concrete Pavement with Integral Curb	SY	55	\$83.00	\$4,565.00	\$91.37	\$5,025.35	\$94.00	\$5,170.00	\$98.30	\$5,406.50	\$99.60	\$5,478.00	\$87.00	\$4,785.00
SD-09	Provide Median Slope Nose	SY	5	\$150.00	\$750.00	\$97.00	\$485.00	\$95.00	\$475.00	\$100.00	\$500.00	\$100.30	\$501.50	\$100.00	\$500.00
SD-10	Provide Raised Median 8" Concrete	SY	10	\$100.00	\$1,000.00	\$93.85	\$938.50	\$92.00	\$920.00	\$96.50	\$965.00	\$97.10	\$971.00	\$97.00	\$970.00



Project 22-02 Lewis Street Reconstruction
Bid Tabulation

1.6.b

				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5		Bidder No. 6	
				Kruczek Construction, Inc.		David Tenor Corporation		Feaker & Sons Co., Inc.		Jossart Brothers, Inc.		Dorner, Inc.		Advance Construction, Inc.	
Item	Description	Unit	Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
SD-11	Remove and Replace 8" Concrete Sidewalk and Driveway	SY	290	\$80.00	\$23,200.00	\$76.84	\$22,283.60	\$86.00	\$24,940.00	\$89.80	\$26,042.00	\$85.10	\$24,679.00	\$79.00	\$22,910.00
SD-12	Remove and Replace 6" Concrete Sidewalk, Ramp and Driveway	SY	660	\$70.00	\$46,200.00	\$65.09	\$42,959.40	\$75.00	\$49,500.00	\$77.90	\$51,414.00	\$72.10	\$47,586.00	\$67.50	\$44,550.00
SD-13	Remove and Replace 4" Concrete Sidewalk	SY	250	\$70.00	\$17,500.00	\$56.42	\$14,105.00	\$66.00	\$16,500.00	\$69.00	\$17,250.00	\$63.00	\$15,750.00	\$59.00	\$14,750.00
SD-14	Provide 4" Concrete Sidewalk	SY	700	\$50.00	\$35,000.00	\$50.50	\$35,350.00	\$61.00	\$42,700.00	\$64.00	\$44,800.00	\$52.30	\$36,610.00	\$54.50	\$38,150.00
SD-15	Asphaltic Concrete Pavement Driveways	SY	110	\$55.00	\$6,050.00	\$55.65	\$6,121.50	\$55.00	\$6,050.00	\$57.30	\$6,303.00	\$57.60	\$6,336.00	\$59.25	\$6,517.50
SD-16	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	1660	\$2.00	\$3,320.00	\$2.04	\$3,386.40	\$2.00	\$3,320.00	\$2.10	\$3,486.00	\$2.10	\$3,486.00	\$2.00	\$3,320.00
SD-17	Drilled Tie Bars (Existing Sidewalk, Driveway, Curb and Gutter)	EA	235	\$5.00	\$1,175.00	\$5.10	\$1,198.50	\$5.00	\$1,175.00	\$5.25	\$1,233.75	\$5.30	\$1,245.50	\$5.00	\$1,175.00
SD-18	Drilled Tie Bars (Concrete Pavement)	EA	30	\$13.50	\$405.00	\$11.22	\$336.60	\$11.00	\$330.00	\$11.50	\$345.00	\$11.60	\$348.00	\$11.00	\$330.00
SD-19	Provide Detectable Warning Field (Natural Patina)	EA	24	\$300.00	\$7,200.00	\$306.00	\$7,344.00	\$300.00	\$7,200.00	\$315.00	\$7,560.00	\$316.70	\$7,600.80	\$300.00	\$7,200.00
SD-20	Provide Radial Detectable Warning Field (Natural Patina)	EA	5	\$1,120.00	\$5,600.00	\$1,122.00	\$5,610.00	\$1,100.00	\$5,500.00	\$1,150.00	\$5,750.00	\$1,161.30	\$5,806.50	\$1,100.00	\$5,500.00
SD-21	Pavement Marking Crosswalk Lines 24" White Epoxy	LF	60	\$34.00	\$2,040.00	\$32.96	\$1,977.60	\$32.00	\$1,920.00	\$33.60	\$2,016.00	\$33.80	\$2,028.00	\$32.00	\$1,920.00
SD-22	Pavement Marking Stop Lines 18" White Epoxy	LF	20	\$33.00	\$660.00	\$31.93	\$638.60	\$31.00	\$620.00	\$32.55	\$651.00	\$32.70	\$654.00	\$31.00	\$620.00
SD-23	Pavement Marking Crosswalk Lines 6" White Epoxy	LF	75	\$23.00	\$1,725.00	\$22.66	\$1,699.50	\$22.00	\$1,650.00	\$23.10	\$1,732.50	\$23.20	\$1,740.00	\$22.00	\$1,650.00
SD-24	Landscaping - Topsoil, Seed, Fertilizer and Mulch	SY	2510	\$7.00	\$17,570.00	\$10.30	\$25,853.00	\$10.00	\$25,100.00	\$10.50	\$26,355.00	\$8.50	\$21,335.00	\$7.16	\$17,971.60
Special Construction															
SC-01	Pipe Foundation Stabilization	CY	100	\$1.00	\$100.00	\$18.00	\$1,800.00	\$0.01	\$1.00	\$15.00	\$1,500.00	\$29.00	\$2,900.00	\$30.00	\$3,000.00
SC-02	Inlet Protection Type D	EA	37	\$100.00	\$3,700.00	\$110.00	\$4,070.00	\$125.00	\$4,625.00	\$75.00	\$2,775.00	\$105.00	\$3,885.00	\$100.00	\$3,700.00
SC-03	Adjust Manhole	EA	10	\$600.00	\$6,000.00	\$400.00	\$4,000.00	\$550.00	\$5,500.00	\$500.00	\$5,000.00	\$585.00	\$5,850.00	\$500.00	\$5,000.00
SC-04	Rotate Existing Manhole Top and Adjust Casting	EA	2	\$800.00	\$1,600.00	\$1,100.00	\$2,200.00	\$1,000.00	\$2,000.00	\$750.00	\$1,500.00	\$876.00	\$1,752.00	\$1,000.00	\$2,000.00
SC-05	Reconstruct Manhole	VF	4	\$600.00	\$2,400.00	\$700.00	\$2,800.00	\$750.00	\$3,000.00	\$600.00	\$2,400.00	\$463.00	\$1,852.00	\$500.00	\$2,000.00
SC-06	Traffic Control (S. Broadway Lane Closure)	LS	1	\$26,447.00	\$26,447.00	\$18,350.00	\$18,350.00	\$12,900.00	\$12,900.00	\$3,000.00	\$3,000.00	\$4,223.00	\$4,223.00	\$21,500.00	\$21,500.00
Bid Amount:				\$1,275,000.00		\$1,299,978.55		\$1,304,821.50		\$1,371,448.50		\$1,389,821.30		\$1,477,472.60	

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

MEETING DATE: June 21, 2022

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works on award of Contract 22-07 Curb Repair and Street Resurfacing to MCC, Inc. in the amount of \$2,144,652.77, with additional bonding in the amount of \$740,000 in 2022 to cover the costs thereof.

The Board of Public Works at the June 13, 2022 approved award of Contract 22-07 Curb Repair and Street Resurfacing to MCC, Inc. in the amount of \$2,144,652.77 with additional bonding in the amount of \$740,000 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2022 0613 CI_BOPW_Award_22-07 (PDF)
- 2022 0531 CE_Project 22-07_Bid Tabulation (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works

From: Eric P. Rakers, P.E., City Engineer

Date: June 13, 2022

RE: **Consideration and possible action on award of Contract 22-07 Curb Repair and Street Resurfacing***

The Engineering Department received bids on Project 22-07 Curb Repair and Street Resurfacing on Tuesday, May 31, 2022. This project includes spot storm sewer relay, inlet repair and replacement, manhole adjustments and repair, spot curb and gutter replacement, asphaltic concrete pavement milling, pulverizing, asphaltic concrete pavement paving and patching. This work also includes the asphaltic concrete surface paving of Commerce Drive just north of Rockland Road, Garroman Drive, and American Boulevard cul-de-sac extension. Lone Oak Road and Ledgeview Road will be resurfaced under this project pursuant to an intergovernmental agreement between the City and the Town of Ledgeview. Funding for these two roads will be split between the two municipalities based on the frontages abutting the project. The bids received are as follows:

Contractor	Base Bid
MCC, Inc.	\$2,144,652.77
Northeast Asphalt, Inc.	\$2,238,701.45

The allocated amount from the capital improvement budget is \$1,491,829.61 which is below the bid amount. The breakdown is as follows:

• General Property Tax and General Obligation Debt:	\$410,000.00
• Local Roads Improvement Program (LRIP) Grant:	\$ 60,829.61
• Parks Department Capitol Improvement Fund:	\$276,000.00
• Town of Ledgeview	\$525,000.00
• Sewerage Utility Fund:	\$ 20,000.00
• Water Utility Fund:	\$ 20,000.00
• Storm Water Utility Fund:	\$ 90,000.00
• TID 12 (American Boulevard Extension)	\$ 60,000.00
• TID 17 (Commerce Drive Extension)	\$ 30,000.00

Additional funds for the project include \$740,000 for street and \$23,000 for parks.

The primary reason for the cost overage is the cost of asphalt and concrete curb and gutter on the street and park projects. Specific item overages are below:

Item	Unit	2021 Cost	2022 Cost
Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S 2-inch Overlay or Upper Layer	TON	\$58.30	\$82.10
Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S 2-Inch Lower Layer	TON	\$65.00	\$82.30
Remove and Replace 24" Concrete Curb and Gutter	LF	\$38.35	\$71.19

To cover the project overages, the staff would bond for an additional \$763,000 for the street and park improvements.

Staff's recommendation is to accept the bid from MCC, Inc. in the amount of \$2,144,652.77 and bond for an additional \$763,000 to cover overages on the General Obligation Debt for street improvements.

Attachments:

2022 0531 CE_Project 22-07 Bid Tab (PDF)



Project 22-07 Curb Repair and Street Resurfacing
Bid Tabulation

				Bidder No. 1		Bidder No. 2	
				MCC, Inc.		Northeast Asphalt, Inc.	
Item	Description	Unit	Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid
Sanitary Sewer							
SS-01	Sanitary Sewer 5-Foot Spot Repair 8-Inch PVC	EA	1	\$753.60	\$753.60	\$750.00	\$750.00
SS-02	Sanitary Sewer 15-Foot Spot Repair 8-Inch PVC	EA	1	\$2,009.59	\$2,009.59	\$2,000.00	\$2,000.00
SS-03	Provide 4' Diameter Sanitary Sewer Manhole	VF	8	\$1,004.79	\$8,038.32	\$1,000.00	\$8,000.00
Storm Sewer							
ST-01	Storm Sewer 5-Foot Spot Repair 12-Inch PVC	EA	1	\$2,511.98	\$2,511.98	\$2,500.00	\$2,500.00
ST-02	Storm Sewer 5-Foot Spot Repair 15-Inch PVC	EA	1	\$3,014.38	\$3,014.38	\$3,000.00	\$3,000.00
ST-03	Storm Sewer 10-Foot Spot Repair 18-Inch RCP (Class III)	EA	1	\$7,033.56	\$7,033.56	\$7,000.00	\$7,000.00
ST-04	Provide 4' Diameter Storm Sewer Manhole	VF	6	\$803.83	\$4,822.98	\$800.00	\$4,800.00
ST-05	Remove and Replace 4' Diameter Storm Sewer Manhole	VF	60	\$703.36	\$42,201.60	\$700.00	\$42,000.00
ST-06	Remove and Replace 5' Diameter Storm Sewer Manhole	VF	6	\$854.07	\$5,124.42	\$850.00	\$5,100.00
ST-07	Remove and Replace Type B Inlet	EA	3	\$5,224.93	\$15,674.79	\$5,200.00	\$15,600.00
ST-08	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	190	\$92.44	\$17,563.60	\$92.00	\$17,480.00
Street and Drainage							
SD-01	Pulverize Asphaltic Concrete Pavement and Aggregate (8-Inch depth)	SY	23500	\$0.70	\$16,450.00	\$3.80	\$89,300.00
SD-02	Mill Asphaltic Concrete Pavement 1-3/4 Inches	SY	43780	\$2.40	\$105,072.00	\$2.30	\$100,694.00
SD-03	Mill Asphaltic Concrete Pavement 3-3/4 Inches (Overmill Areas)	SY	6700	\$5.55	\$37,185.00	\$4.75	\$31,825.00
SD-04	Unclassified Excavation	CY	650	\$20.96	\$13,624.00	\$20.00	\$13,000.00
SD-05	Crack Overmilling	LF	160	\$17.20	\$2,752.00	\$18.40	\$2,944.00
SD-06	Salvaged Pulverized Material Shoulder (2-Foot Wide) (Ledgewood Road)	LF	1100	\$3.05	\$3,355.00	\$3.00	\$3,300.00
SD-07	Provide 3/4" Crushed Aggregate Shoulder Material (2-foot wide)	LF	930	\$4.05	\$3,766.50	\$3.50	\$3,255.00
SD-08	Provide 1-1/4" Crushed Aggregate Base Course	TON	650	\$19.91	\$12,941.50	\$19.00	\$12,350.00
SD-09	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S 1-3/4-Inch Overlay or Upper Layer	TON	3050	\$83.60	\$254,980.00	\$83.10	\$253,455.00
SD-10	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S 2-Inch Overlay or Upper Layer	TON	6100	\$82.10	\$500,810.00	\$86.05	\$524,905.00
SD-11	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S 2-Inch Lower Layer	TON	1000	\$82.30	\$82,300.00	\$101.30	\$101,300.00
SD-12	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S 2-Inch Overlay or Upper Layer (Patriot Park Basketball Court)	TON	65	\$155.00	\$10,075.00	\$168.35	\$10,942.75
SD-13	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S 2-1/4-Inch Lower Layer	TON	4000	\$88.70	\$354,800.00	\$86.80	\$347,200.00
SD-14	Full Depth Asphalt Patch	SY	400	\$50.00	\$20,000.00	\$64.15	\$25,660.00
SD-15	Remove and Replace 24" Concrete Curb and Gutter	LF	5450	\$71.19	\$387,985.50	\$70.85	\$386,132.50
SD-16	Remove and Replace 24" Concrete Curb and Gutter (Slip Form)	LF	550	\$55.26	\$30,393.00	\$55.00	\$30,250.00
SD-17	Remove and Replace 4" Concrete Sidewalk	SY	60	\$99.47	\$5,968.20	\$99.00	\$5,940.00
SD-18	Remove and Replace 6" Concrete Sidewalk, Ramp and Driveway	SY	120	\$108.52	\$13,022.40	\$108.00	\$12,960.00
SD-19	Drilled Tie Bars (Existing Sidewalk, Driveway, Curb and Gutter)	EA	1000	\$10.05	\$10,050.00	\$10.00	\$10,000.00



Project 22-07 Curb Repair and Street Resurfacing
Bid Tabulation

				Bidder No. 1		Bidder No. 2	
				MCC, Inc.		Northeast Asphalt, Inc.	
Item	Description	Unit	Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid
SD-20	4-Inch Centerline Pavement Marking Epoxy (Yellow)	LF	250	\$2.96	\$740.00	\$2.95	\$737.50
SD-21	Accessible Parking Symbol Pavement Marking Epoxy (White)	EA	7	\$95.46	\$668.22	\$95.00	\$665.00
SD-22	24-Inch Ladder Bar Pavement Marking Epoxy (White)	LF	250	\$15.32	\$3,830.00	\$15.25	\$3,812.50
SD-23	12-Inch Stop Bar Pavement Marking Epoxy (White)	LF	100	\$1.76	\$176.00	\$1.75	\$175.00
SD-24	6-Inch Line Pavement Marking Epoxy (White)	LF	700	\$3.57	\$2,499.00	\$3.55	\$2,485.00
SD-25	4-Inch Line Pavement Marking Epoxy (White)	LF	3500	\$2.96	\$10,360.00	\$2.95	\$10,325.00
Special Construction							
SC-01	Inlet Protection Type D	EA	120	\$115.55	\$13,866.00	\$77.36	\$9,283.20
SC-02	Adjust Inlet Less than 1-Foot	EA	51	\$653.12	\$33,309.12	\$650.00	\$33,150.00
SC-03	Adjust Inlet 1-Foot or Greater	EA	30	\$954.55	\$28,636.50	\$950.00	\$28,500.00
SC-04	Adjust Inlet Less than 1-foot & Provide New Casting	EA	13	\$1,532.31	\$19,920.03	\$1,525.00	\$19,825.00
SC-05	Adjust Inlet 1-Foot, or Greater & Provide New Casting	EA	2	\$1,758.39	\$3,516.78	\$1,750.00	\$3,500.00
SC-06	Adjust Manhole & Provide New Casting W/ 4-Inch Frame Height	EA	1	\$1,909.11	\$1,909.11	\$1,900.00	\$1,900.00
SC-07	Adjust Manhole Less than 1-Foot	EA	32	\$602.88	\$19,292.16	\$600.00	\$19,200.00
SC-08	Adjust Manhole 1-Foot or Greater	EA	18	\$979.67	\$17,634.06	\$975.00	\$17,550.00
SC-09	Adjust Manhole Less than 1-Foot & Provide New Casting	EA	6	\$1,456.95	\$8,741.70	\$1,450.00	\$8,700.00
SC-10	Adjust Manhole 1-Foot or Greater & Provide New Casting	EA	3	\$1,758.39	\$5,275.17	\$1,750.00	\$5,250.00
Amount Bid:				\$2,144,652.77		\$2,238,701.45	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 21, 2022

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Award Contract for Project 22-17 City Hall Window Replacement to Tri City Glass and Door in the amount of \$100,450.

The Board of Public Works at the June 13, 2022 meeting approved the award of Contract 22-17 City Hall Window Replacement to Tri City Glass and Door in the amount of \$100,450 with \$450 being borrowed to complete the project and moved to send it to the Common Council for approval. Upon vote, the motion passed with a 5-0 vote.

ATTACHMENTS:

- 2022 project 22-17 city hall Window replacement rebid memo BOPW (PDF)
- 2022 0602 CE_Project 22-17_Bid Tabulation (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Thomas Blohowiak, Maintenance Supervisor
Date: June 13, 2022

RE: **Consideration and possible action on award of Contract for Project 22-17 City Hall Window Replacement Rebid**

The Engineering Department received bids on Project 22-17 City Hall Window Replacement Rebid on June 6, 2022. This project was sent out for rebid due to a lack of bidders that were able to meet the original bid requirements. Staff removed the installation of a fire rated window at the top of the stairwell going into the second-floor offices. The bids received are as follows:

Contractor	Amount
Tri City Glass & Door	\$100,450.00
The Wilson Group, Inc	\$149,339.00

The allocated amount for this project is \$100,000 as part of the 10-year note.

Both bidders are over budget for this project.

Staff's recommendation is to accept the bid from Tri City Glass & Door in the amount of \$100,450.00 and borrow the additional funds to complete this project.

Attachments:

2022 0602 Project 22-17 Bid Tabulation (PDF)



**Project 22-17 City Hall Window Replacement Rebid
Bid Tabulation**

				Bidder No. 1		Bidder No. 2	
				Tri City Glass & Door		The Wilson Group, Inc	
Item	Description	Unit	Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid
1	Remove and replace 6W x 2H - 232" x 112" frame with one 3' x 7' door (storefront-first floor)	EA	1	\$15,675.00	\$15,675.00	\$18,000.00	\$18,000.00
2	Remove and replace 6W x 1H - 232" x 103" windows (storefront-second floor)	EA	1	\$9,770.00	\$9,770.00	\$13,114.00	\$13,114.00
3	Remove and replace 1W x 2H - 24" x 96" windows	EA	25	\$2,906.00	\$72,650.00	\$4,593.52	\$114,838.00
4	Replace 47 1/4" x 91 1/4" grey Low-E tempered glass	EA	1	\$1,005.00	\$1,005.00	\$1,387.00	\$1,387.00
5	Replace 15 1/4" x 91 1/4" grey Low-E tempered glass	EA	1	\$345.00	\$345.00	\$800.00	\$800.00
6	Replace 28 1/4" x 72 3/4" grey Low-E tempered glass in doors	EA	2	\$502.50	\$1,005.00	\$600.00	\$1,200.00
Bid Total:				\$100,450.00		\$149,339.00	

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

MEETING DATE: June 21, 2022

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Reject all Bids for Contract 22-24 (East Side Alley Reconstruction)

The Board of Public Works at the June 13, 2022 meeting voted to reject all bids for Contract 22-24 East Side Alley Reconstructions with plans to rebid the project for 2023 construction and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2022 0613 CI_BOPW_Award_22-24 (PDF)
- 2022 0602 CE_Project 22-24_Bid Tab (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: June 13, 2022

RE: **Consideration and possible action on award of Contract 22-24 East Side Alley Reconstructions***

The Engineering Department received bids on Project 22-24 East Side Alley Reconstructions on Thursday, June 2, 2022. The project consists of reconstructing four alleys and building a cul-de-sac at the Charles Street terminus created due to the De Pere Cultural Foundation Site. The bids received were as follows:

Contractor	Base Bid
KCG Excavating, Inc.	\$309,010.20
Vinton Construction Company	\$316,228.80

The budgeted amount from the capital improvement fund is \$199,562.50 with \$160,000 budgeted from the general obligation debt and \$39,562.50 budgeted for the De Pere Cultural Foundation Site Modifications. The project cost came in \$109,447.70 higher than the budgeted amount.

The main component in the higher project cost is the cost for asphalt. The table below shows the asphalt unit prices for previously bid alley reconstruction projects in comparison to Project 22-24:

Project Number & Description	Asphalt Surface (\$/TON)	Asphalt Binder (\$/TON)
Project 16-07 Asphalt, Curb, and Sewer Repair	\$51.00	\$68.00
Project 17-01 Sewer & Water Relay & Street Resurfacing	\$55.91	\$52.95
Project 20-02 Reconstruction and Utility Relay	\$81.00	\$74.00
Project 22-04 Alley Reconstruction	\$110.35	\$127.20
Project 22-24 East Side Alley Reconstructions	\$205.00	\$205.00

Staff's recommendation is to reject the bid from KCG Excavating, Inc. in the amount of \$309,010.20 due to the budget deficiency and the high material costs. If rejected, staff would rebid this project in conjunction with 2023 construction work to potentially get lower prices.

Attachments:

2022 0602 CE_Project 22-24 Bid Tab (PDF)



Project 22-24 East Side Alley Reconstructions
Bid Tabulation

Item	Description	Unit	Quantity	Bidder No. 1		Bidder No. 2	
				KCG Excavating, Inc.		Vinton Construction Company	
Item	Description	Unit	Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid
Storm Sewer							
ST-01	Provide 12-Inch PVC or RCP Class III Storm Sewer	LF	110	\$130.00	\$14,300.00	\$120.00	\$13,200.00
ST-02	Remove and Replace 4-Foot Diameter Manhole	VF	6	\$959.00	\$5,754.00	\$1,050.00	\$6,300.00
ST-03	Remove and Replace Type A Catch Basin	EA	1	\$5,600.00	\$5,600.00	\$5,785.00	\$5,785.00
ST-04	Provide Type A Catch Basin	EA	1	\$4,100.00	\$4,100.00	\$4,806.00	\$4,806.00
ST-05	Provide Type B Catch Basin	EA	2	\$4,300.00	\$8,600.00	\$5,077.00	\$10,154.00
ST-06	Provide Connection to Existing Storm Sewer Pipe	EA	5	\$1,050.00	\$5,250.00	\$840.00	\$4,200.00
ST-07	Provide Connection to Existing Storm Sewer Manhole	EA	2	\$1,600.00	\$3,200.00	\$725.00	\$1,450.00
Street and Drainage							
SD-01	Provide Clearing and Grubbing	LS	1	\$1,500.00	\$1,500.00	\$750.00	\$750.00
SD-02	Unclassified Excavation	CY	1260	\$35.72	\$45,007.20	\$39.53	\$49,807.80
SD-03	Remove Curb and Gutter (Charles Street Cul-de-Sac)	LF	100	\$5.00	\$500.00	\$13.00	\$1,300.00
SD-04	Remove Asphaltic Concrete Pavement (Charles Street Cul-de-Sac)	SY	150	\$9.00	\$1,350.00	\$10.00	\$1,500.00
SD-05	Provide 1-1/4-Inch Crushed Aggregate Base Course	TON	1750	\$18.00	\$31,500.00	\$19.50	\$34,125.00
SD-06	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1-3/4-Inch Upper Layer (Alley Travel Lanes)	TON	230	\$205.00	\$47,150.00	\$201.50	\$46,345.00
SD-07	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1-3/4-Inch Upper Layer (Parking Area)	SY	190	\$50.00	\$9,500.00	\$50.00	\$9,500.00
SD-08	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 2-1/4-Inch Lower Layer (Alley Travel Lanes)	TON	300	\$205.00	\$61,500.00	\$201.50	\$60,450.00
SD-09	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 2-1/4-Inch Lower Layer (Parking Area)	SY	190	\$50.00	\$9,500.00	\$50.00	\$9,500.00
SD-10	Provide Asphalt Patch	SY	40	\$185.00	\$7,400.00	\$181.80	\$7,272.00
SD-11	Provide 24-Inch Curb and Gutter (Slip Form)	LF	120	\$55.00	\$6,600.00	\$50.00	\$6,000.00
SD-12	Remove and Replace 8-Inch Concrete Sidewalk and Driveway	SY	40	\$100.00	\$4,000.00	\$95.50	\$3,820.00
SD-13	Remove and Replace 6-Inch Concrete Sidewalk and Driveway With 4-Inch Temporary Asphalt	SY	80	\$196.80	\$15,744.00	\$191.30	\$15,304.00
SD-14	Remove and Replace 6-Inch Concrete Sidewalk and Driveway	SY	30	\$92.00	\$2,760.00	\$89.50	\$2,685.00
SD-15	Remove and Replace 4-Inch Concrete Sidewalk	SY	20	\$87.00	\$1,740.00	\$81.50	\$1,630.00
SD-16	Drilled Tie Bars (Existing Sidewalk, Curb and Gutter)	EA	20	\$15.00	\$300.00	\$10.00	\$200.00
SD-17	Landscaping - Topsoil, Seed, Fertilizer and Mulch	SY	600	\$10.00	\$6,000.00	\$15.00	\$9,000.00
Special Construction							
SC-01	Inlet Protection Type B	EA	7	\$105.00	\$735.00	\$65.00	\$455.00
SC-02	Inlet Protection Type D	EA	4	\$130.00	\$520.00	\$135.00	\$540.00
SC-03	Adjust Manhole	EA	9	\$700.00	\$6,300.00	\$750.00	\$6,750.00
SC-04	Adjust Manhole and Provide New Casting	EA	1	\$1,200.00	\$1,200.00	\$1,900.00	\$1,900.00
SC-05	Adjust Field Inlet	EA	2	\$700.00	\$1,400.00	\$750.00	\$1,500.00
Bid Total:				\$309,010.20		\$316,228.80	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 21, 2022

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Approve Definitely De Pere's Request to Waive Public Works Fees for Downtown Special Events

The Board of Public Works at the June 13, 2022 meeting approved Definitely De Pere's request to waive Public Works fees for Downtown special events in 2022 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

Definitely De Pere has requested the City waive the public works' fees for their downtown special events which would include: Farmer's Market, Art Walk, Plaza Music Nights, Food Truck Rally, and Holly Day. (See attached request)

ATTACHMENTS:

- Definitely De Pere Request to Waive Public Works Fees 6-6-2022 (PDF)



June 6, 2022

RE: Request to waive DPW fees for downtown events

Dear Board of Public Works:

Definitely De Pere respectfully requests that DPW fees be waived for downtown events including: Farmers Market, Art Walk, Plaza Music Nights, Food Truck Rally, and Holly Day.

The services include storing the Definitely De Pere event trailer (containing tables, tents, chairs, etc) at the MSC and hauling it to and from each event along with barricades and garbage carts.

Time and cost in 2021 was 3 hours and \$200 per event. These services would take place during regular DPW business hours. There are 26 event days total, equivalent to approximately \$5,200, and with a 50% exempt discount, the total dollar amount would be \$2,600.

In exchange, Definitely De Pere will provide the City of De Pere with in-kind sponsorship recognition including logo inclusion on all event related marketing materials.

Definitely De Pere is a non-profit, 501(c)(3) charitable organization.

Thank you for your consideration and for helping us create vibrancy in downtown De Pere!

Sincerely,

A handwritten signature in dark ink, appearing to read 'Tina Quigley', with a stylized flourish at the end.

Tina Quigley, Executive Director
Definitely De Pere



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 21, 2022

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #22-54 Amending Order for Sidewalk Installation at 2406 Kilrush Road (WD-1736).

The Board of Public Works at the June 13, 2022 Meeting approved the deferral of sidewalk installation at 2406 Kilrush Road until June 30, 2023 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso22-54 (PDF)
- 2022 0613 CI_BOPW_2406_Kilrush_SW_Deferral (PDF)
- Exhibit (PDF)

RESOLUTION #22-54

AMENDING ORDER FOR SIDEWALK
INSTALLATION AT 2406 KILRUSH ROAD (WD-1736)

WHEREAS, the Board of Public Works reviews the installation of sidewalks adjacent to undeveloped and other lots on a yearly basis; and

WHEREAS, on May 17, 2022, in support of the recommendation of the Board of Public Works, the Common Council adopted Resolution #22-45 Ordering Installation of Sidewalks at Various Locations for 2022 and 2023; and

WHEREAS, the property owners of 2406 Kilrush Road (ordered for 2022 installation) have requested a deferral of the sidewalk installation to 2023 to accommodate new home construction at the property, such deferral being in accordance with the Board of Public Works policies on “gap” sidewalk construction in the City; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends granting the requested deferral.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council of the City of De Pere hereby amends its order under Resolution #22-45 for the owners of the property at 2406 Kilrush Road (WD-1736) to comply with and install sidewalks in the public right-of-way adjacent to the premises in accordance with the Standards and Specifications for the Construction of Sidewalks adopted by the City Council, a copy of which shall be served upon each property owner listed herein; and FURTHER that such sidewalks be installed on or before June 30, 2023.

BE IT FURTHER RESOLVED THAT:

The Common Council authorizes the payment of expenses incurred by the City for sidewalk installation pursuant to Order of the Board of Public Works under Wis. Stats. §66.0907 in up to five (5) annual installments for costs in excess of \$1,000, together with interest thereon at the rate of 2.032% (the interest rate at which the city last bonded, plus 1%).

BE IT FURTHER RESOLVED THAT:

Should the owner of such property subject to this order fail or neglect to install such sidewalk in accordance with the Standards referenced above, the City shall cause such work to be done at the expense of the owner. If the City does such work and the owner fails to pay the City for the work so performed within thirty (30) days of invoice thereof, the City shall place the costs of such installation as a special charge against the tax roll for such property under Wis. Stats. §66.0627.

A copy of this order shall be served upon each property owner identified herein as provided in Wis. Stats. §66.0907(3).

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of June, 2022.

APPROVED:

Jonathon M. Hansen, Acting Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 06/13/2022

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: June 13, 2022

RE: **Consideration and possible action on the deferral of the sidewalk installation at 2406 Kilrush Road until June 30, 2023**

Jonathan and Margarette Calvo, property owners of 2406 Kilrush Road contacted Engineering Staff on Tuesday, May 24, 2022 to request that the deadline to install sidewalk at their vacant property be extended a year. The Calvo's recently purchased 2406 Kilrush Road in January of 2022 with the intent to build and were unaware of the sidewalk installation order at the time of purchase.

Exhibit 1 shows this property's location within the Garrity's Glen Subdivision.

Background

On June 7, 2021 the Board of Public Works approved the project approach for gap sidewalk installation orders based on the following policy:

"Concrete sidewalks shall be constructed in the right-of-way as set forth herein where the following conditions exist:

- 1. Along the streets adjacent to a lot on which a building is constructed;*
- 2. At least 80% of the lots are developed or 80% of the frontage is on lots that are developed, per side of the street; or*
- 3. On all streets in subdivisions after it has been ten (10) or more years since the acceptance of the first building permit for the subdivision phase."*

On October 11, 2021, the board added the following language to the gap sidewalk installation policy for the deferral of gap sidewalk installation orders:

"To accommodate new home construction, the Board of Public Works may defer sidewalk gap orders up to one year after the initial order construction date. After which, sidewalk shall be installed by the Department of Public Works if there is no home construction taking place."

The property owners at 2562 E. Scarlet Oak Road and 635 Diversity Drive have already been given an extension by the Board of Public Works until June 30, 2023. The extension was given due to the anticipated home construction at these properties.

Recommendation:

Staff does not oppose the deferral request based on recent decisions by the Board. If the Board votes to approve the deferral request, a one year extension to June 30, 2023 will be granted.

Attachments:

Exhibit 1 (PDF)

CITY OF DE PERE

Public Works - Engineering Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4061 | www.de-pere.org

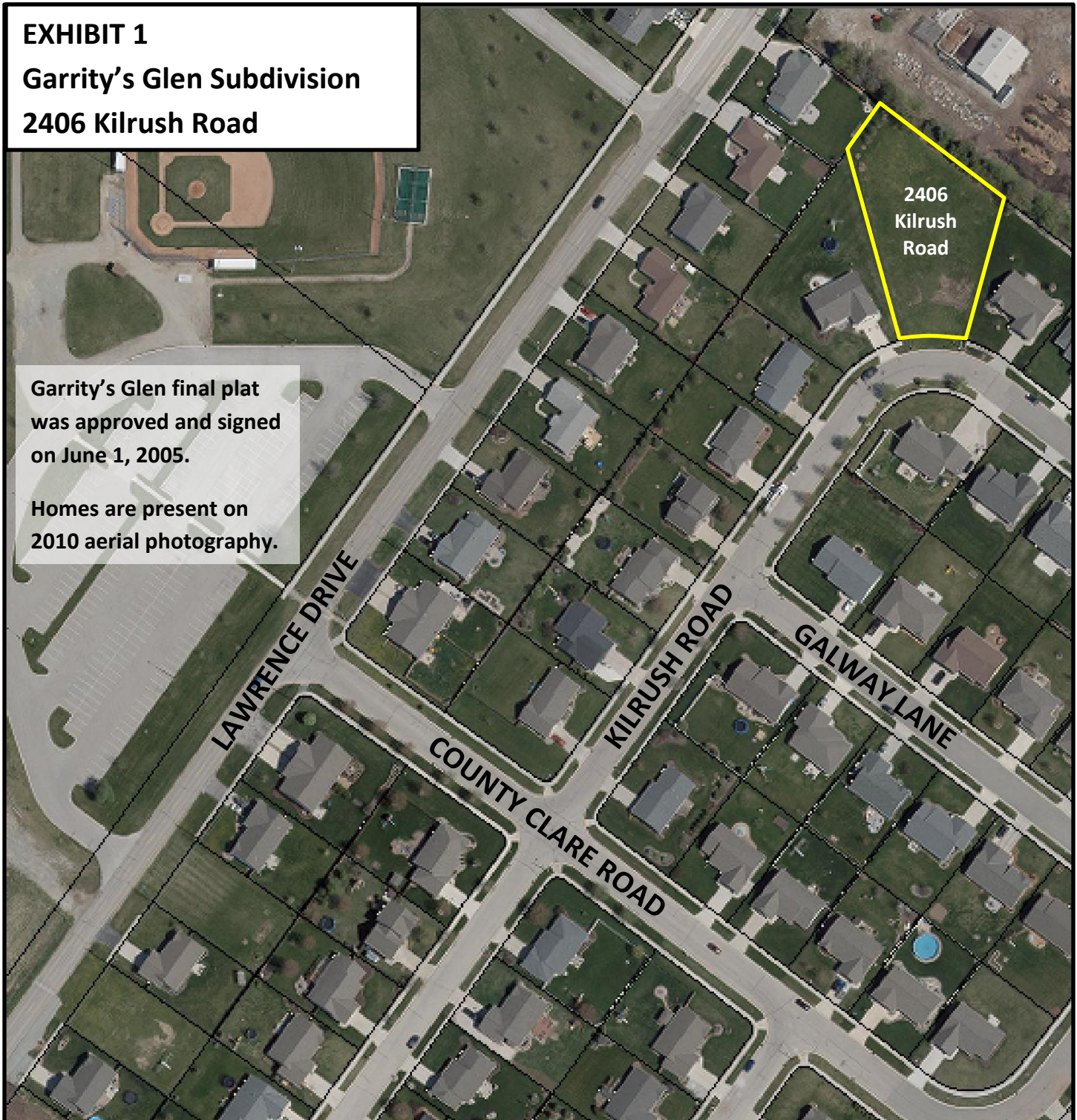


EXHIBIT 1

Garrity's Glen Subdivision 2406 Kilrush Road

Garrity's Glen final plat
was approved and signed
on June 1, 2005.

Homes are present on
2010 aerial photography.





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 21, 2022

DEPARTMENT: Board of Public Works

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #22-55 Authorizing Parking Lease Agreement with Ahlstrom-Munksjo (Updated June 2022).

The Board of Public Works at the June 13, 2022 meeting approved the revised Parking Lease Agreement with Ahlstrom-Munksjo and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso22-55 (PDF)
- Updated Ahlstrom Parking Lease 2022-final draft with exhibits (PDF)
- Mayor & BPW-Ahlstrom Revised Parking Lease 6-13-22 (PDF)
- Thilmany-City 1992 Parking Lease with 2009 and 2010 amends (PDF)

RESOLUTION #22-55

AUTHORIZING PARKING LEASE AGREEMENT WITH AHLSTROM-MUNKSJÖ
(Updated June 2022)

WHEREAS, Ahlstrom-Munksjö Nicolet LLC and the City are parties to a Lease for public parking purposes dated January 22, 1992, amended on February 6, 2009 and August 20, 2010, (collectively the "1992 Lease"); and

WHEREAS, in order to update the language of the 1992 Lease for consistent interpretation of the language moving forward, the parties wish to terminate the 1992 Lease and enter into the attached Parking Lease Agreement (Updated June 2022), upon the terms and conditions set forth therein, incorporated herein as Exhibit 1.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into the Parking Lease Agreement (Updated June 2022) with Ahlstrom-Munksjö Nicolet LLC (Exhibit 1).

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 21st day of June, 2022.

APPROVED:

Jonathan Hansen, Acting Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 06/13/2022

PARKING LEASE AGREEMENT

(Updated June 2022)

THIS AGREEMENT is executed this _____ day of _____, 2022 by and between Ahlstrom-Munksjö Nicolet LLC a Limited Liability Company authorized to do business in the State of Wisconsin ("Landlord") and the City of De Pere, a Wisconsin Municipal Corporation ("Tenant"), collectively the "Parties".

WHEREAS, Landlord and Tenant are Parties to a Lease dated January 22, 1992, and amended on February 6, 2009 and on August 20, 2010 (together the "1992 Lease"), pertaining to Landlord's lease of certain property to Tenant for public parking purposes; and

WHEREAS, the Parties wish to terminate the 1992 Lease and enter into this Lease Agreement("Lease") upon the terms and conditions set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency, of which is hereby acknowledged, together with the promises and obligations contained herein, the Parties agree as follows:

I. LEASED PREMISES

- A. Property Subject to Lease.** Subject to the requirements set forth below, Landlord leases to Tenant the parking spaces shown on the map attached and incorporated as Exhibit A (the "Leased Premises"). The total number of parking spaces leased is 48 and are generally described as:
1. River Lot – 16 spaces
 2. Alley Lot – 32 spaces
- B. Rent.** In addition to the obligations of Tenant for the benefit of Landlord in this Lease, Tenant shall pay annual rent of one dollar (\$1.00) to Landlord.
- C. Use of Leased Premises.** Tenant shall use the Leased Premises for public parking purposes subject to such terms and conditions Tenant deems reasonable and appropriate, including but not limited to:
1. Tenant shall post the ten (10) easternmost stalls in the Alley Lot as "Reserved Parking" for Landlord's use.
 2. Tenant shall enforce its parking regulations pertaining to public and private parking upon the Leased Premises in the same manner as it enforces said regulations elsewhere within the City.

Ahlstrom-Munksjö Parking Lease

1 | Page

3. Tenant shall not assign this Lease or sublet any part thereof without the prior written consent of Landlord.
 4. Landlord shall have the ability to utilize the River Lot for staging and access purposes associated with building maintenance and repair, dam maintenance and repair and other maintenance work requiring access to the adjacent Fox River without the need for any permit or other permission of Tenant. Landlord shall provide City with a two-week notice in advance of its use of the River Lot for such purposes. Landlord and City shall work together to determine whether, for public safety reasons, use of the River Lot for public parking purposes during the period of Landlord's use can continue and if, so, under what conditions.
- D. Maintenance.** Tenant shall, in accordance with and consistent with the maintenance of its own parking facilities, at its own expense, maintain the Leased Premises and any improvements or alterations thereon, in good order, repair and condition, including but not limited to pavement striping, seal coating/crack-sealing, pavement patching, sweeping, litter/debris removal, and snow/ice removal. Tenant shall not be required to make any capital improvement, such as asphalt overlay or repaving, to the leased premises except at its own initiative and then upon the written consent of Landlord. Tenant shall further maintain, at its expense, the leased premises in compliance with all applicable federal and state codes, regulations, ordinances or rules.
- E. Term.** The term of this Lease shall be one (1) year, commencing _____ and terminating _____. The Lease Agreement shall automatically renew for such one-year term unless either party gives written notice of discontinuing the Lease to the other party at least thirty (30) days prior to the lease termination date. In addition, this Lease Agreement may be terminated by either party upon sixty (60) days written notice thereof at any time during the Lease term.
- F. Surrender of Leased Premises.** At the termination of the Lease, Tenant shall promptly surrender the Leased Premises to Landlord in good order and repair, normal wear and tear excepted. If any legal proceedings are brought by Landlord for recovery of possession of the leased premises after written notice of lease termination has been provided, Tenant shall pay to Landlord all costs and expenses including reasonable attorney's fees for such proceedings.

II. LEGAL RIGHTS AND RESPONSIBILITIES

A. Insurance. Tenant shall keep in full force and effect during the leased term, such public liability and property damage insurance with respect to the Leased Premises and operations of Tenant thereon or those of any third parties as required by Landlord and described in the "Ahlstrom-Munksjö North America Specialty Solutions Supplier Insurance Requirements (2021)", attached and incorporated as Exhibit B. If Landlord is damaged directly or indirectly

by any failure or refusal of Tenant to obtain or maintain insurance as required under this paragraph, Tenant shall indemnify and hold Landlord harmless from and against such damage, including any costs, expenses, and reasonable attorney's fees paid or incurred by Landlord.

B. Indemnification. Tenant shall defend, indemnify and hold harmless Landlord from and against any claims, actions, damages, losses, liabilities, judgments, fines, forfeitures, costs and expenses, including reasonable attorneys fees, in connection with loss of life, personal injury, or damage to property arising from or out of any occurrence in, upon, or at the Leased Premises or the occupancy or use by Tenant of the Leased Premises or any part thereof or caused or alleged to have been caused wholly or in part, insofar as permitted by law, by any intentional, reckless, or negligent act or omission to act of Tenant, Tenant's contractors, employees, permittees, agents or concessionaires, except that Tenant shall not be required to defend, indemnify or hold Landlord harmless from or against any claim, action, damage, loss, liability, judgement, fine, forfeiture, costs, expense, including attorney's fees in connection with loss of life, personal injury or damage to property caused by the intentional, reckless or negligent act of Landlord or their agents, which occurs during the Lease term and while Landlord or their agents are physically present on the Leased Premises. If Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall defend, indemnify and hold Landlord harmless from and against any litigation and shall pay all costs and expenses, including reasonable attorney's fees incurred or paid by Landlord in connection with such litigation.

C. Default. If Tenant fails to perform any term or condition of this Lease for more than thirty (30) days after written notice of such default from Landlord to Tenant or if Tenant shall abandon the Leased Premises, Landlord shall have immediate right to enter and use the Leased Premises without resort to legal proceedings and without being held liable for trespass. If Landlord elects to so re-enter or if Landlord takes possession pursuant to legal proceedings, Landlord may terminate this Lease.

III. MISCELLANEOUS

- A. Applicable Law.** This Lease shall be construed in accordance with the laws of the State of Wisconsin.
- B. Right to Encumber Leased Premises.** Landlord shall have the right at any time and without the consent or notice of Tenant to mortgage or otherwise encumber the Leased Premises provided however that writing evidencing such mortgage or other encumbrance shall specifically state that Tenant's rights under the Lease shall not be disturbed if Tenant is not in default of the Lease.

- C. Notice.** Any notice or other communication required under this Lease shall be in writing and shall be sent via first-class US Mail, postage pre-paid, to the following or to such other address as either party may specify in writing to the other party:

If to Landlord:

Ahlstrom-Munksjö Nicolet LLC
c/o Jennifer Heise
P.O. Box 600
Kaukauna, WI 54130

If to Tenant:

City of De Pere
c/o City Clerk
335 South Broadway Street
De Pere, WI 54115

- D. Waiver.** Landlord's waiver of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this lease. No term, covenant or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord.
- E. Entire Agreement.** This lease and any exhibits attached or incorporated herein shall constitute the entire agreement between the Parties. There are no covenants, promises, agreement, conditions or understandings, either oral or in writing, between the Parties other than as set forth in this Lease. No modification, alteration, amendment, change or addition to this Lease shall be binding unless in writing and signed by both Parties.
- F. Binding Effect.** This Lease shall bind and inure to the benefit of, and be enforceable against, the respective successors and assigns of the Parties.
- G. Partial Invalidity.** If any term, covenant or condition of this Lease or application thereto to any person or circumstances shall to any extent be held by a court having jurisdiction to be valid or unenforceable, the remainder of this Lease or application thereof shall be valid and enforced to the full extent permitted by law.
- H. Termination of Prior Lease.** Upon the execution of this Lease Agreement by both Parties, the 1992 Lease (together with all amendments thereto) and each and every term and provision therein, shall become void and unenforceable.

AGREEMENT CONTINUES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as the date first above written.

AGREED AND ACCEPTED:
Witness:

AHLSTROM-MUNKSJÖ NICOLET LLC

(As to Landlord)

By: _____
Its: _____

CITY OF DE PERE
By:

(As to Tenant)

James G. Boyd, Mayor

Carey E. Danen, City Clerk

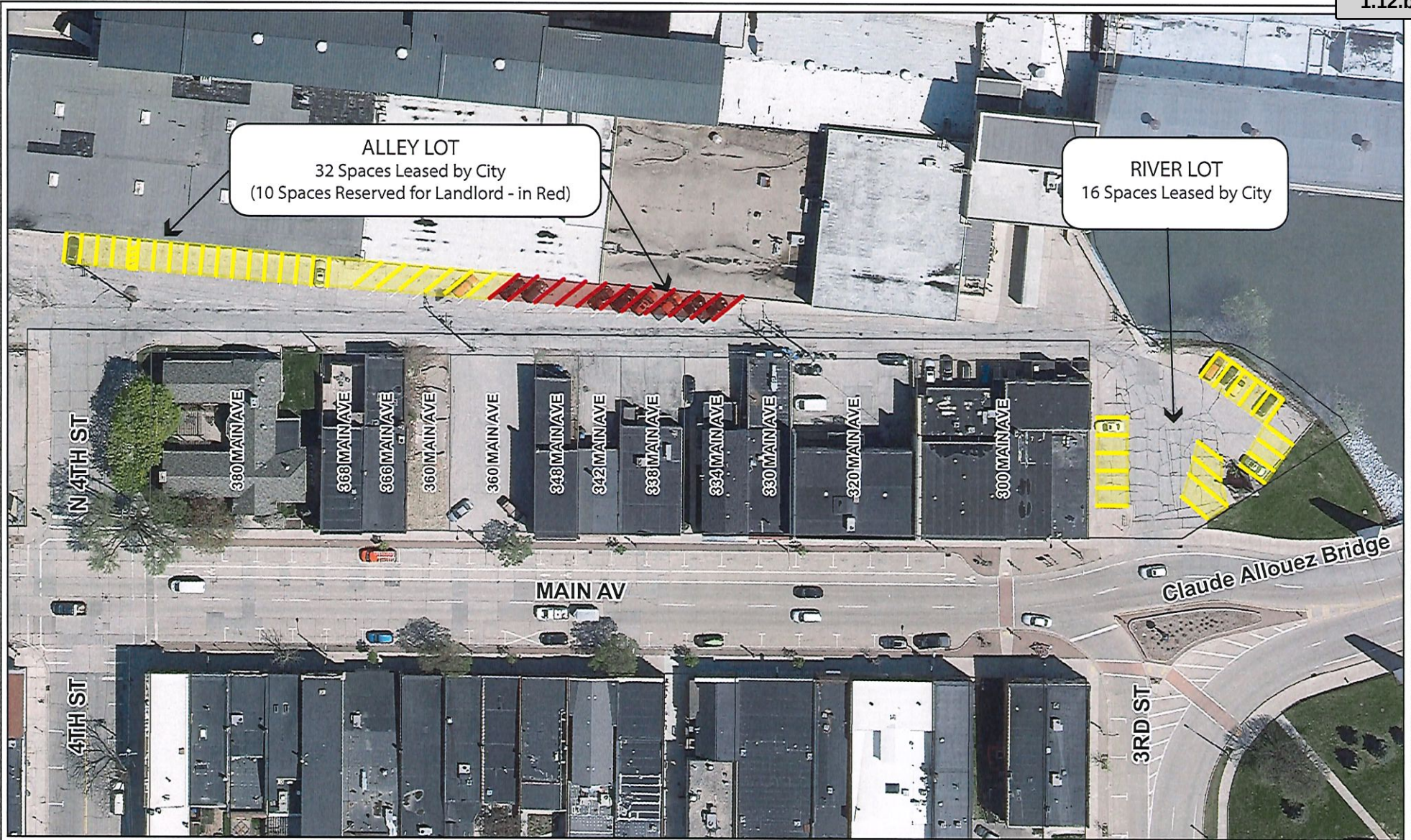
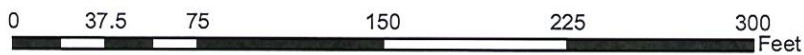


Exhibit A

City of De Pere



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.

File Path: -- Planning\Economic Development\Projects\Downtown\Parking

Data Source: City



AHLSTROM-MUNKSJÖ NA SPECIALTY SOLUTIONS LLC
SUPPLIER INSURANCE REQUIREMENTS

Supplier will maintain, at all times hereunder, the following insurance's.

- * **General/Public Liability:** \$1,000,000 per occurrence - \$5,000,000 aggregate - \$1,000,000 bodily injury and property damage combined--single limit to include "contractual coverage".
- * **Automobile Liability:** \$1,000,000 bodily injury and property damage combined--single limit
- * **Workers Compensation:** Insurance covering the CARRIER'S owners and employees and the owners and employees of any subcontractors in amounts **equal to the state statutory limits**. Proof of coverage must be provided before performing services under this contract. A state approved self insurance program of Worker's Compensation may be used to meet this requirement.
- * **Employer's Liability:** Insurance with a minimum limit of \$1,000, 000 Each Accident/\$1,000, 000 Disease Policy- each employee/\$1,000, 000 Disease – policy limit
- * **Additional Insured:** All certificates must list AHLSTROM-MUNKSJÖ NA SPECIALTY SOLUTIONS LLC as an Additional Insured under the General Liability insurance: On your certificate of insurance in the description of operations box it must read: "**AHLSTROM-MUNKSJÖ NA SPECIALTY SOLUTIONS LLC is named as additionally insured**" OR "**AHLSTROM-MUNKSJÖ NA SPECIALTY SOLUTIONS LLC**" is an additional insured under the General Liability as respects to work being done at AHLSTROM-MUNKSJÖ NA SPECIALTY SOLUTIONS LLC.
- * **Excess/Umbrella Insurance:** Excess and/or Umbrella Insurance may be used in conjunction with primary Auto Liability, General Liability and/or Employer's Liability coverage to meet the minimum limit requirements herein. Excess/Umbrella must be listed on the same certificate as the insurance it is to be combined with, OR the certificate for Excess/Umbrella coverage must list the underlying policies included. **\$5,000,000** aggregate
- ❖ Limits within any of the above categories can be obtained using any combination of primary & excess umbrella policies totaling the minimum limits required.
- ❖ *Copies of the Additional Insured Endorsement* to the policies by the carriers and declaration of any claims, which reduce the availability of the primary policy's coverage's, shall be provided prior to the commencement of work.
- ❖ The certificate should also indicate that the insurance company will notify the facility, in writing, at least **thirty (30)** days prior to any change or cancellation of the coverage's shown.
- ❖ The Insurance Certificate Holder must read as follows:

AHLSTROM-MUNKSJÖ NA SPECIALTY SOLUTIONS LLC
PO Box 600
Kaukauna, WI 54130

All certificates will be valid for all **AHLSTROM-MUNKSJÖ NA SPECIALTY SOLUTIONS LLC** plants. The certificate must be emailed to insurance.certificates@ahlstrom-munksjo.com. The Kaukauna Plant will keep all certificates on file. Please call (Tammy) 920-766-8267 with any questions you may have.

Please note: The question under the workers comp that says: Any proprietor/partners/executive officers are included or excluded must be answered. If excluded please list their names and if they come on site to do any work.

M:\Sourcing\Forms\Ahlstrom-Munksjö North America\Supplier Insurance Requirements 2021.doc

Exhibit B

CITY OF DE PERE MEMO



To: Mayor James Boyd
Board of Public Works
Lawrence Delo, City Administrator

From: Judith Schmidt-Lehman, City Attorney

Date: June 13, 2022 (meeting date)

RE: **Proposed Revised Parking Lease with Ahlstrom - Munksjö**

The City has leased parking space from Ahlstrom-Munksjö and its predecessors since 1992. Over the years, the original 1992 Lease was amended twice, with the original language in the Lease proved difficult to administer.

Earlier this spring, Mr. Kent Hubbard, Manager of the De Pere Ahlstrom facility, contacted me with questions on the Lease. Eventually our discussion concluded an updated Lease with a few revisions would assist in consistent interpretation of the Lease moving in 2022 and moving forward.

I have attached both the 1992 Lease (with Amendments) and the proposed revised Lease. The proposed revised Lease increases the number of spaces leased to 48 and includes the City leasing all of the parking spaces in the "City Lot" (located off of Main Ave at the westerly Claude Allouez Bridge landing), which should eliminate a good bit of confusion.

Please contact me if you have questions or would like additional information on this Revised Lease. I can be reached at 339-4042 or at: jschmidt-lehman@deperewi.gov.

Thank you.

JSL; encl.

FILE COPY

2010 AMENDMENT TO LEASE

This Amendment to lease is entered into this 20th day of August, 2010, by and between Thilmany LLC, a foreign limited liability company authorized to do business in the State of Wisconsin (hereinafter called "Landlord") and the City of De Pere, a Wisconsin municipal corporation (hereinafter "Tenant").

WHEREAS, Landlord and Tenant are parties to a Lease covering certain parking privileges, entered into on January 22, 1992, and amended as of February 6, 2009, a copy of which is attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Landlord and Tenant wish to amend such Lease along the terms and conditions more fully set forth below.

NOW, THEREFORE, upon the foregoing recitals and under the terms and conditions and other consideration enumerated herein, the parties agree as follows:

1. The first sentence of paragraph nine (9) of the Agreement shall be amended to read as follows:

Tenant shall regulate the River Lot as a public parking area,
subject to such reasonable terms and conditions as Tenant deems
appropriate.

orig. to CT
9/8/10

2010 Amendment to Lease – Thilmany, LLC
Page 2 of 2

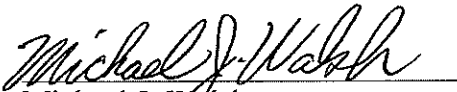
2. All other terms and conditions of the Lease shall remain in full force and effect.

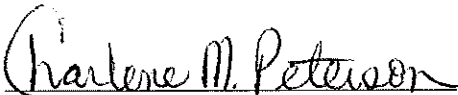
Dated this 20 day of AUGUST, 2010.

Thilmany, LLC
By:


Signature
Print Name LEE R. HAMMEN
Title MEU MANAGER

City of De Pere


Michael J. Walsh
Mayor


Charlene M. Peterson
Clerk-Treasurer

H:\jbiskner\Leases\2010\2010 Amendment to Lease with Thilmany 8-10-145-011-02.doc

AMENDMENT TO LEASE

This Amendment to lease is entered into this 6th day of February, 2009, by and between Thilmany LLC, a foreign limited liability company authorized to do business in the State of Wisconsin (hereinafter called "Landlord") and the City of De Pere, a Wisconsin municipal corporation (hereinafter "Tenant").

WHEREAS, Landlord and Tenant are parties to a Lease covering certain parking privileges, entered into on January 22, 1992, a copy of which is attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Landlord and Tenant wish to amend such Lease along the terms and conditions more fully set forth below.

NOW, THEREFORE, upon the foregoing recitals and under the terms and conditions and other consideration enumerated herein, the parties agree as follows:

1. In addition to the "Alley Lot and "River Lot" areas identified in Exhibit A in the Lease, the Landlord leases to Tenant the approximate 186' in length tract of land sufficient in depth to accommodate 17 standard angled parking spaces adjacent to the Thilmany, LLC building and identified as "Library Parking" on Exhibit 1 of Exhibit A.
2. Such "Library Parking" shall fall within the parameters of "leased premises" as used in the Lease and be subject to all terms, conditions and requirements of the Lease.

3. The scrivener's error in Paragraph 1 of the Lease is corrected so that the "Alley Lot", consisting of approximately 222 linear feet accommodates 16 standard angled parking spaces.
4. All other terms and conditions of the Lease shall remain in full force and effect.

Dated this 6th day of February, 2009.

Thilmany, LLC
By:

City of De Pere

Lee R. Hammen
Signature
Print Name LEE R. HAMMEN
Title WILL MANAGER

Michael J. Walsh
Michael J. Walsh
Mayor

Charlene M. Peterson
Charlene M. Peterson
Clerk-Treasurer

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LEASE

THIS AGREEMENT, made and entered into this 22nd day of January, 1992, by and between International Paper, Nicolet Division (hereinafter referred to as "Landlord"), and the City of De Pere, a municipal corporation in the State of Wisconsin (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, by this lease, Landlord has generously agreed to lease vacant land to the City of De Pere for the limited purpose of unrestricted use of such area for parking spaces servicing the De Pere Area Library of the Brown County Library System; and

WHEREAS, such lease agreement benefits the Tenant by improving public accessibility to the De Pere Area Library;

NOW, THEREFORE, in consideration of the foregoing recitals and under the terms and consideration addressed below, the parties agree hereto as follows:

1. Lease of Premises. Landlord leases to tenant two separate tracts of land, one consisting of approximately 222 feet in length and sufficient depth to accommodate two standard angled parking spaces located adjacent to the Nicolet Paper Company building and the public alley running to the north and parallel to the 100 block of Main Avenue (such area is illustrated in Exhibit 1 and is hereinafter referred to as "Alley Lot") and the other a rectangular tract of sufficient size to accommodate eight standard perpendicular parking spaces located between the northern side of

the 100 block of Main Avenue and the Claude Allouez Bridge (such area is illustrated in Exhibit 1 and is hereinafter referred to as "River Lot")

2. Term. This lease shall be of a one (1) year term commencing January 1, 1992 and terminating December 31, 1992. The lease shall automatically renew for such one year term unless thirty (30) days prior to the anniversary of the termination date either party gives written notice of intent to discontinue the lease. In addition, this lease may be terminated by either party upon sixty (60) days written notice at any time during the lease term.

3. Rent. Tenant shall pay annual rent of One (\$1.00) Dollar to Landlord in addition to other good and valuable consideration.

4. Improvement by Tenant. It is anticipated that the leased premise shall be used by Tenant as a parking lot. Accordingly, Tenant shall, at its own cost and to the degree deemed necessary by Tenant, make all improvements to such property necessary during the lease term to utilize the property as a parking area, including snow plowing, line striping, signing, and policing said area. Tenant shall not make, erect, or cause to be made or erected, any improvements or alterations other than those herein expressed without Landlord's prior written consent. Any and all improvements or alterations made by Tenant, including those herein expressed or otherwise permitted hereunder, on or to the leased premise shall, pursuant to this paragraph, upon expiration of this lease or sooner

termination, become the property of Landlord without compensation therefor to Tenant provided, however, that Landlord shall have the option, to be exercised in writing within ten (10) business days after the expiration, to remove any signs or other structures otherwise permitted to be placed on the premise at Tenant's expense. In the event that landlord exercises option, Tenant shall forthwith, at Tenant's expense, remove such improvements or alterations and repair to Landlord's satisfaction any damage caused to the leased premise by such removal. Tenant's obligation to remove such improvements or alterations and to repair any damage caused to the leased premise by such removal shall survive the expiration or sooner termination of this lease.

5. Maintenance. Tenant shall at all times and at its own expense maintain the leased premise and any improvements or alterations thereon in good order, repair, and condition. This obligation shall include, without limitation, striping, seal coating, sweeping, removal of garbage, removal of snow and ice, and patch repairing of the premise. It is expressly understood that Tenant shall not be required to make any capital improvement to such property such as asphalt overlay repaving except at its own initiative and then upon consent of Landlord.

6. Compliance with Laws. Tenant shall, at Tenant's expense, maintain the leased premise in strict compliance with any and all applicable federal and state codes, regulations, ordinances or rules.

7. Insurance. Tenant shall, at Tenant's expense, keep in full force and effect during the leased term a policy of public liability and property damage insurance with respect to the leased premise and operations of the Tenant's thereon or those of any third parties in which the limit of public liability shall not be less than One Million Dollars per accident and One Million Dollars aggregate and in which the property damage liability shall not be less than One Million Dollars per accident and aggregate. Tenant shall supply Landlord with satisfactory proof that such insurance policies are in existence and applicable to the subject property and Tenant shall not cancel or in any manner change the insurance without first giving Landlord ten (10) days prior written notice. If Landlord is damaged directly or indirectly by any failure or refusal of tenant to obtain or maintain insurance as required under this paragraph, Tenant shall indemnify and hold Landlord harmless from and against such damage, including any costs, expenses, and reasonable attorney fees paid or incurred by Landlord.

8. Indemnity. Tenant shall defend, indemnify, and hold harmless Landlord from and against any claims, actions, damages, losses, liabilities, judgments, fines, forfeitures, costs, and expenses, including reasonable attorneys fees, in connection with loss of life, personal injury, or damage to property arising from or out of any occurrence in, upon, or at the leased premise or the occupancy or use by Tenant of the leased premise or any part thereof or caused or alleged to have been caused wholly or in part, insofar as permitted by law, by any intentional, reckless, or

negligent act or omission to act of Tenant, Tenant's subtenants, contractors, employees, servants, licensees, lessees, permittees, agents or concessionaries, except that Tenant shall not be required to defend, indemnify or hold Landlord harmless from or against any claim, action, damage, loss, liability, judgment, fine, forfeiture costs, expense, including attorneys fees in connection with loss of life, personal injury or damage to property caused by the intentional reckless or negligent act of Landlord or their agents, which act occurs during the lease term and while Landlord or their agents are physically present on the leased premise. If Landlord shall, without fault on its part, be made party to any litigation commenced by or against Tenant, then Tenant shall defend, indemnify, and hold Landlord harmless from and against any litigation and shall pay all costs and expenses, including reasonable attorneys fees incurred or paid by Landlord in connection with such litigation.

9. Use of Premise: Tenant shall post and regulate the River Lot as a two hour limited time public parking area. Tenant shall stripe and maintain the Alley Lot in substantial compliance with the manner illustrated in Exhibit 1. In addition Tenant shall post the eight (8) easternmost parking spaces in the Alley Lot as "Private Parking" for Landlord's use. Tenant shall enforce its regulations for private parking in the same manner as it would normally enforce such regulations. As to the remainder of the Alley Lot, Landlord does not in any manner restrict Tenant's right

and obligation to regulate the use of that area as public parking area in any manner consistent with the public interest of the City of De Pere.

10. Default. If Tenant fails to perform any term, covenant or condition of this lease for more than thirty (30) days after written notice of such default from Landlord to Tenant or if Tenant shall abandon the leased premise, Landlord shall have the immediate right to enter and use the leased premise without resort to legal proceedings and without being named guilty of trespass. If Landlord elects to so reenter or if Landlord takes possession pursuant to legal proceedings, Landlord may terminate this lease and relet the leased premise or any part thereof for such term or terms and at such rent or rents and upon such other terms and conditions as Landlord desires.

11. Legal Expenses. If any legal proceedings are brought by Landlord for recovery of possession of the leased premise after written notice as referred to in paragraph 10, above, Tenant shall pay to Landlord all costs and expenses including reasonable attorneys fees or such proceedings.

12. Surrender of Leased Premise. At the end of the lease term or upon sooner termination date thereof, Tenant shall promptly surrender the leased premise to Landlord in good order, repair, and condition, normal wear and tear excepted.

13. Assignment and Subletting. Tenant shall neither assign this lease or any part thereof nor sublet the leased premise or any part thereof without prior written consent of Landlord.

14. Applicable Law. This lease shall be construed in accordance with the laws of the State of Wisconsin.

15. Loss and Damage. Tenant and not Landlord shall be liable for any injury or damage or destruction to property and any injury to or death of persons resulting in whole or in part from or in any manner arising out of or connected with fire, explosion, electricity, water, rain, ice, snow, debris, or any other condition at or about the leased premises including, without limitation, any surface or subsurface physical defect in the leased premise regardless of whether such condition existed prior to the commencement of the lease term or arises during the lease term. Landlord shall not be liable for any damage caused by occupants of adjacent property caused by operation and construction of any private, public or quasi-public work. Landlord shall not be liable for any loss or damage to property of Tenant or others located on or about the leased premise nor for any loss of or damage to any property of Tenant or others by theft or otherwise. All property of Tenant kept or stored on or about the leased premises shall be kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by any insurance carrier of Tenant unless such damage shall be caused by the intentional

reckless or negligent act of Landlord or their agents, which act occurs during the lease term and while the Landlord or their agents are physically at the leased premise.

16. Right to Encumber Leased Premise. Landlord shall have the right at any time and without consent or notice of Tenant to mortgage or otherwise encumber the leased premises provided, however, that writing evidencing such mortgage or other encumbrance shall specifically state that Tenant's rights under the lease shall not be disturbed if Tenant is not in default of this lease.

17. Taxes. It is anticipated that inasmuch as the property is being dedicated to public use for public benefit, the leased premises would not be subject to real property taxes. However, in the event that this belief proves untrue or during the term of the lease state, federal or local tax rules change making such property taxable, Landlord shall pay any and all real property taxes that may be due and owing.

18. Notice. Any notice or other communication to be given under this lease shall be in writing and shall be served personally or by registered or certified mail, postage prepaid, to Tenant in care of City Administrator, City of De Pere, 335 South Broadway, De Pere, Wisconsin 54115, or to Landlord at Nicolet Paper Co., Main Avenue, De Pere, Wisconsin 54115, with a copy to McCarty, Curry, Wydeven, Peeters & Riester, P. O. Box 860, Kaukauna, Wisconsin 54130-0860, or to such other address as either party may specify in writing served upon the other party.

19. Waiver. Landlord's waiver of any breach of any term, covenant or condition of this lease shall not be deemed to be a waiver of such term, covenant or condition or subsequent breach of the same or any other term, covenant or condition of this lease. No term, covenant or condition of this lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by the Landlord.

20. Entire Agreement. This lease and any exhibits or riders attached hereto or incorporated herein shall constitute the entire agreement between the parties hereto. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than as set forth in this lease. No modification, alteration, amendment, change or addition to this lease shall be binding unless contained in a writing signed by both parties.

21. Binding effect. This lease shall bind and inure to the benefit of, and be enforceable by or against, the respective heirs, personal representatives, successors, and assigns of the parties hereto.

22. Partial Invalidity. If any term, covenant or condition of this lease or application thereto to any person or circumstances shall to any extent be held by a court having jurisdiction to be invalid or unenforceable, the remainder of this lease or application of such term, covenant or condition to persons or circumstances other than those as to which it has been held invalid

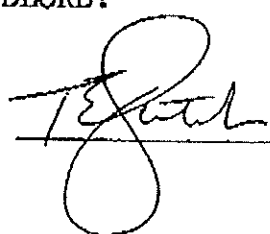
or unenforceable shall not be affected thereby and each term, covenant or condition of this lease shall be valid and enforced to the full extent permitted by law.

22. Recording. This lease shall not be recorded except upon express consent of both parties.

24. Paragraph Headings. Paragraph headings have been inserted in this lease for convenience. If they conflict with the text in the construction of this lease, the text shall control.

IN WITNESS WHEREOF, Landlord and Tenant, by their duly authorized officers, have signed this lease on the day and year first written above.

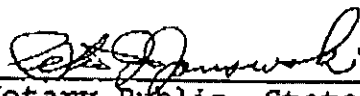
LANDLORD:

By: 

By: _____

STATE OF WISCONSIN)
OUTAGAMIE COUNTY) SS.

Personally came before me this 22nd day of January, 19 92, Tom Astich and _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.


Notary Public, State of Wisconsin
My Commission 4-8-94

TENANTS:

CITY OF DE PERE

By: Nancy J. Nusbaum
 Nancy J. Nusbaum, Mayor

Countersigned by:

David G. Minten
 David G. Minten, Clerk-Treasurer

STATE OF WISCONSIN)
) SS.
 BROWN COUNTY)

Personally came before me this 27 day of December,
 19 91, Nancy J. Nusbaum, Mayor, and David G. Minten, Clerk-
 Treasurer, of the City of De Pere, to me known to be the persons
 and officers and who executed the foregoing instrument and
 acknowledged that they executed the same as such officers, by its
 authority, for the purposes therein contained.

James M. Kalny
 Notary Public, State of Wisconsin
 My Commission is permanent

This instrument was drafted by:

Attorney James M. Kalny
 335 South Broadway
 De Pere, Wisconsin 54115
 (414) 339-4042

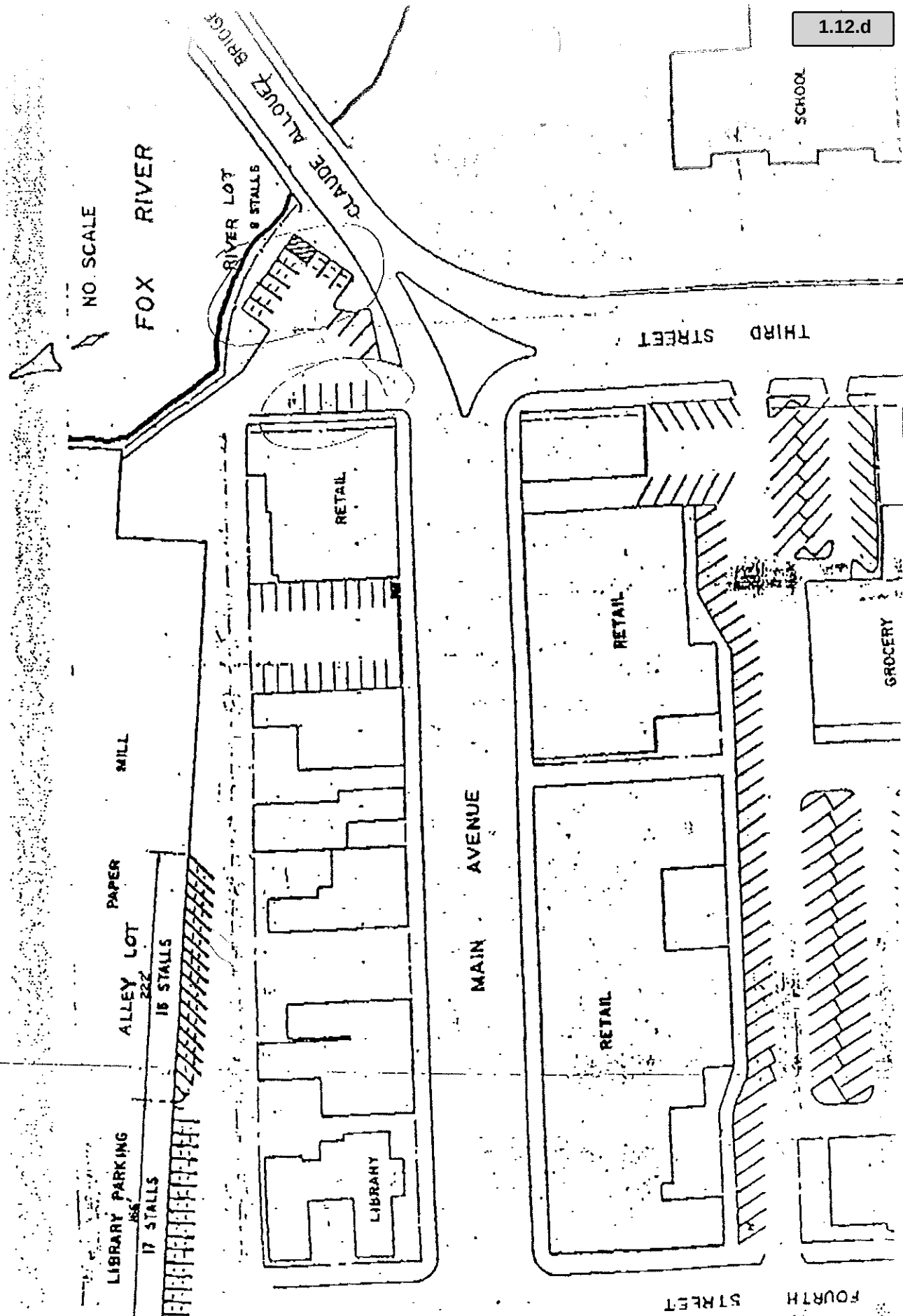


EXHIBIT 1



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 21, 2022

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #22-56 Approving Compliance Maintenance Annual Report for Wastewater Collection System.

The Board of Public Works at the June 13, 2022 meeting approved the Compliance Maintenance Annual Report for Wastewater Collection System and its submission to the Wisconsin Department of Natural Resources and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso22-56 (PDF)
- 2022 0613 CI_BOPW_Consider_CMAR (PDF)
- 2021 Draft CMAR (PDF)

RESOLUTION #22-56

APPROVING COMPLIANCE MAINTENANCE ANNUAL REPORT
FOR WASTEWATER COLLECTION SYSTEM

WHEREAS, Chapter NR 208, Wis. Adm. Code, requires the City of De Pere, as the owner of a wastewater collection system, to prepare a Compliance Maintenance Annual Report and deliver the same to the Department of Natural Resources; and

WHEREAS, the Board of Public Works has reviewed the attached Compliance Maintenance Annual Report for the reporting year 2021 and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby has reviewed and approves submittal of the Compliance Maintenance Annual Report to the State Wisconsin Department of Natural Resources.

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 21st day of June, 2022.

APPROVED:

Jonathon M. Hansen, Acting Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 6/13/2022

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: June 13, 2022

RE: **Consideration and possible action on Compliance Maintenance Annual Report for Wastewater Collection System***

The Engineering Department has completed the Compliance Maintenance Annual Report (CMAR) for the wastewater collection system. The CMAR is required by the Wisconsin Department of Natural Resources. The report scores the City wastewater collection system based on Financial Management and the Collection System.

Included with this memo are the results of the CMAR. The City received a grade A on the Financial Management and A on the Collection System.

Staff recommends the BOPW approve the Report for submittal to the WDNR.

Compliance Maintenance Annual Report

1.13.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/8/2022 2021

Financial Management

1. Provider of Financial Information

Name:

Joe Zegers

Telephone:

920-339-4041

(XXX) XXX-XXXX

E-Mail Address
(optional):

jzegers@deperewi.gov

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2021

● 0-2 years ago (0 points) ☐○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CWF required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2021

● 1-2 years ago (0 points) ☐○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 150,000.00

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 150,000.00

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 0.00

Compliance Maintenance Annual Report

1.13.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/8/2022 2021

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 150,000.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$ 150,000.00

0

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

☒ Yes

☐ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

☒ Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

☐ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Sewer Repairs and Reconstruction	630000	2022
2	Sewer Lining	516000	2022
3	Sewer Repairs and Reconstruction	630000	2023
4	Sewer Lining	516000	2023
5	Sewer Repairs and Reconstruction	630000	2024
6	Sewer Lining	516000	2024
7	Sewer Repairs and Reconstruction	630000	2025
8	Sewer Lining	516000	2025
9	Sewer Repairs and Reconstruction	630000	2026
10	Sewer Lining	516000	2026

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 1

Compliance Maintenance Annual Report

1.13.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/8/2022 2021

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	132	
February	156	
March	130	
April	160	
May	173	
June	186	
July	183	
August	153	
September	157	
October	153	
November	139	
December	162	
Total	1,884	0
Average	157	0

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☐ Self-Priming Pumps
- ☒ Submersible Pumps
- ☐ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

● No

○ Yes

Year:

By Whom:

Describe and Comment:

6.4 Future Energy Related Equipment 6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations? No activities planned. Pumps were installed in 2018.	
--	--

Total Points Generated	
Score (100 - Total Points Generated)	
Section Grade	

Compliance Maintenance Annual Report

1.13.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/8/2022 2021

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Continue to rehabilitate sewers in areas of street improvements, including sanitary laterals in the right of way.

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☐ Internal and external lines of communication responsibilities
- ☐ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2007-12-18

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map

Compliance Maintenance Annual Report

1.13.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/8/2022 2021

- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

- ☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

- ☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

- ☐ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

- ☒ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☒ Others:

Smoke testing for I&I

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	30	% of system/year
Root removal	5	% of system/year
Flow monitoring	10	% of system/year
Smoke testing	1	% of system/year
Sewer line televising	7.5	% of system/year
Manhole inspections	30	% of system/year
Lift station O&M	0	# per L.S./year
Manhole rehabilitation	2	% of manholes rehabbed
Mainline rehabilitation	2	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year

Compliance Maintenance Annual Report

1.13.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/8/2022 2021

Private sewer I/I removal % of private services

River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

29.6	Total actual amount of precipitation last year in inches
28.9	Annual average precipitation (for your location)
106.7	Miles of sanitary sewer
1	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
13	Number of basement backup occurrences
13	Number of complaints
	Average daily flow in MGD (if available)
	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.12	Basement backups (number/sewer mile)
0.12	Complaints (number/sewer mile)
	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

The City experiences high flows in some of the older areas.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes

Compliance Maintenance Annual Report

1.13.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/8/2022 **2021**

- No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

No changes

5.4 What is being done to address infiltration/inflow in your collection system?

The City continues to rehabilitate the system through relay and lining of the sewer main and sewer laterals in the right of way. The City completed some smoke testing in 2021.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

1.13.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/8/2022 2021

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial				
Collection	A	4	3	12
TOTALS			3	12
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

Compliance Maintenance Annual Report

1.13.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/8/2022 2021

Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade =

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 21, 2022

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #22-57 Authorizing First Amendment to Agreement for Consulting Services Between the City of De Pere and MSA Professional Services, Inc. (Grant Identification, Solicitation and Management Services).

The Finance and Personnel Committee at its June 14, 2022 meeting approved an amendment to the consultant agreement with MSA Professional Services, Inc. to include a scope of services to determine CDBG-PF eligibility of the City for grant opportunities and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

The City contracted with MSA Professional Services, Inc. (MSA) to identify possible grant opportunities for the City. MSA has identified the Community Development Block Grant (CDBG) grant as a possible opportunity the City could use for street infrastructure improvements. In order to be eligible for this grant 51% of the persons benefitted from street project improvements must be of low or moderate income (LMI). The City needs to determine the population benefitted by identified street projects and the income of the benefiting population. The City would need to contract with MSA to determine the eligibility and perform the income survey in order to see if the City would be able to apply for the CDBG grant. Attached is the proposal from MSA for identifying potential eligible street projects, identifying benefitting persons, obtaining agreement of benefitting persons from the Wisconsin Department of Administration, and conducting an income survey(s) to determine eligibility for the 2023 CDBG grant application for the 2024 construction season. The proposal fees (see attached) are estimated to be \$3,500 to \$4,750. This funding was not included in the 2022 budget, so it is recommended the funding come from the unassigned reserve fund.

ATTACHMENTS:

- Reso22-57 (PDF)
- First Amendment-MSA(Grant ID Solicitation and Management)6-15-22 (PDF)
- Attachment A-First Amendment-MSA(Grant Solicitation) (PDF)
- Attachment B-First Amendment-MSA(Grant ID, Solicitation and Management)(PDF)
- MSA Cover Letter - CDBG Project Eligibility and Income Survey 6-7-2022 (PDF)
- MSA Proposal for CDBG Project Eligibility and Income Survey - 6-7-2022 (PDF)

RESOLUTION #22-57

AUTHORIZING FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND MSA PROFESSIONAL SERVICES, INC.
(Grant Identification, Solicitation and Management Services)

WHEREAS, the City and MSA Professional Services, Inc. ("Consultant") are parties to an Agreement for Consulting Services for grant identification, solicitation and management services; and

WHEREAS, the parties wish to amend the scope of work to allow for Consultant to perform additional services to investigate eligibility and conduct an income survey to determine whether the City can pursue a Community Development Block Grant for Public Facilities to fund street infrastructure improvements.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the First Amendment to Agreement for Consulting Services Between the City of De Pere and MSA Professional Services, Inc., as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of June, 2022.

APPROVED:

Jonathon M. Hansen, Acting Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 06/14/2022

**FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND MSA PROFESSIONAL SERVICES, INC.
(Grant Identification, Solicitation and Management Services)**

WHEREAS, the City of De Pere, a municipal corporation, ("City") and MSA Professional Services, Inc., a Wisconsin corporation ("Consultant") are parties to an Agreement for Consulting Services (Grant Identification, Solicitation and Management Services) dated April 26, 2022 ("the Agreement"); and

WHEREAS, the parties wish to amend the Agreement to provide for additional work for Consultant to perform, namely to investigate eligibility and conduct an income survey to determine whether the City could pursue a Community Development Block Grant for Public Facilities (CDBG-PF) funding for street infrastructure improvements, as outlined in the Scope of Services attached hereto.

NOW THEREFORE, upon the promises and obligations provided herein, together with such other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Consultant's Scope of Work shall be amended to include a CDBG-PF eligibility determination and income survey assistance for City's Public Works Department, pursuant to the Rate Schedule attached hereto as Attachment A and the Scope of Services attached hereto as Attachment B. These documents shall be incorporated as part of Consultant's Proposal (Exhibit A) to the Agreement; however, no standard terms or conditions of Consultant are incorporated into the Agreement or this Amendment.
2. The work associated with this Amendment is anticipated to be completed by January 15, 2023, and the cost for such additional work shall be on a time and expense basis not to exceed \$4,750.
3. All other terms and conditions of the Agreement, shall remain in full force and effect, unless specifically modified by this Amendment.

Dated this _____ day of _____, 2022.

MSA PROFESSIONAL SERVICES, INC.

By:

Brittney Mitchell, Funding Team Leader

Benjamin Andrews
Community Development Specialist

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

J:\Law\Agreements\2022\Consulting\First Amendment-MSA(Grant ID, Solicitation and Management)6-15-22.docx

ATTACHMENT A: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 80 – \$140/hr.
Architects	\$ 65 – \$190/hr.
Community Development Specialists	\$125 – \$150/hr.
Digital Design	\$150 – \$170/hr.
Environmental Scientists/Hydrogeologists	\$100 – \$150/hr.
Geographic Information Systems (GIS)	\$ 80 – \$170/hr.
Housing Administration	\$ 80 – \$140/hr.
Inspectors/Zoning Administrators	\$ 95 – \$120/hr.
IT Support	\$150 – \$170/hr.
Land Surveying	\$ 85 – \$170/hr.
Landscape Designers & Architects	\$ 85 – \$190/hr.
Municipal Advisor	\$150 – \$190/hr.
Planners	\$ 90 – \$150/hr.
Principals	\$170 – \$300/hr.
Professional Engineers/Designers of Engineering Systems	\$130 – \$170/hr.
Project Managers	\$135 – \$230/hr.
Real Estate Professionals	\$120 – \$130/hr.
Staff Engineers	\$ 65 – \$120/hr.
Technicians	\$ 85 – \$130/hr.
Wastewater Treatment Plant Operator	\$ 75 – \$ 90/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.20/page
Plots	\$0.015/sq.in.
Flash Drive	\$10
GPS Equipment	\$30/hour
Laser Level	\$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70 mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	\$40/hour
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour
Drone Flight	\$390/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2022.

ATTACHMENT B: SCOPE OF SERVICES

Scope of Services: CDBG Eligibility Determination and Low-to-Moderate Income (LMI) Survey Assistance

Working in conjunction with the Community (OWNER), MSA agrees to provide services to assist the Owner with developing a CDBG eligible project and completing a CDBG Community-wide Income Survey for the purpose of establishing the percentage of LMI household within the City.

SECTION 1: CDBG Income Survey

1A: Basic Services - CDBG-PF Eligibility Determination and Income Survey Assistance Estimated Fee: \$3,500 - \$4,750

1. Eligibility Determination
 - a. Assist the City in developing a CDBG-PF eligible project.
 - b. Review project eligibility with Staff from Department of Administration (DOA).
2. Income Survey Assistance
 - a. Review proposed survey and survey methodology with DOA staff for approval.
 - b. Participate in one planning meeting with OWNER staff.
 - c. Prepare the necessary files for tracking survey results based on addresses supplied by the OWNER's utility billing system in an Excel spreadsheet format and the County's GIS/Tax Information website.
 - d. Prepare Survey letters for mailing. Surveys will be formatted on City letterhead, and mailed in City supplied envelopes with pre-addressed City return envelopes inserted.
 - e. Prepare and send any correspondence necessary to quantify "group home" incomes or analysis for survey requirements.
 - f. Tabulate survey results after necessary follow ups are conducted.
 - g. Review survey results with the City.
Submit completed income survey documentation to the DOA before January 15th, 2023.
 - h. Related coordination with DOA personnel
 - i. Maintain a file containing DOA survey required items for 5 years.

1B: CDBG Income Survey - The Owner's Responsibility

The OWNER will:

1. Supply letterhead and postage paid return addressed envelopes in sufficient quantities for the mailing and return mailing of the survey letters.
2. Provide current City household addresses as recorded in the City utility billing system containing both mailing and physical address listings.
3. Collect all returned surveys in one location. MSA will pick up the unopened surveys for tallying.
4. Provide follow up on initial surveys that were not returned. Initial follow up can be by phone call or personal visit.

5. Provide a second follow up on non-returned surveys by either phone or personal follow up.
6. Track all follow ups on spreadsheets supplied by MSA.
7. Examine all studies, reports, estimates, and other documents presented by MSA.
8. Provide MSA with copies of existing studies, reports, plans, maps, and surveys relative to the proposed project.
9. Designate in writing a person to act as the Owner's representative with respect to the services to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to services covered by this Agreement.
10. Publicize the survey through postings and/or utility bill notes/insertion. The City will be responsible for all notice/publicizing costs.
11. Participate in survey planning as well as review of data.
12. Specific responsibilities related to any additional services required.

1C: Additional Services

1. Specific responsibilities related to any additional services required.
 - a. Further quantify survey results as related to projects specified in the City CIP or potential projects being planned.
 - b. Submit survey data to the DOA for specific proposed projects when a neighborhood benefiting project is planned.
 - c. Attend any additional meetings as requested by the City.

1D: Equal Opportunity

MSA agrees to comply with the following Equal Opportunity provisions:

1. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the ground of race, color, national origin, sex, age or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
2. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving federal financial assistance.
3. Executive Order 11246, as amended, provides that no person shall be discriminated against, on the basis of race, color, religion, sex or national origin in any place of employment during the performance of federally assisted construction contracts in excess of \$2,000.



June 7, 2022
 Scott Thoresen, Director of Public Work
 City of DePere

1500 N. Casaloma Dr, Suite 100
 Appleton, WI 54913

COMMUNITY DEVELOPMENT BLOCK GRANT FOR PUBLIC FACILITIES (CDBG-PF) ELIGIBILITY

The City of DePere has several infrastructure improvement projects that may be eligible for CDBG-PF funding. To be eligible, at least 51% of the persons benefitted by the project must be of low or moderate-income (LMI). To determine eligibility, the City must determine the population benefitted by the project (based on factors such as proximity, functional classification, traffic counts, etc.) and the income of the benefitting population.

This proposed project is for MSA Professional Services to work with City of DePere Department of Public Works staff to identify potential eligible projects, identify benefitting persons, obtain agreement of benefitting persons from the Wisconsin Department of Administration, and conduct an income survey(s) to determine eligibility for 2023 CDBG-PF applications for 2024 project construction. The timeline below is based upon the current CDBG program.

- | | |
|--------------------------|--|
| 1. July – October 2022 : | Eligibility determination and income survey |
| 2. January – May 2023: | CDBG-PF application (if determined eligible) |
| 3. July – August 2023: | CDBG grant agreement (if awarded) |
| 4. July 1, 2024: | Deadline for construction to begin |
| 5. October 31, 2025: | Deadline for construction to be completed |

PROPOSED PROJECT: This proposal is to complete the eligibility determination for 2024 project(s), including project identification, benefitting persons determination, and income survey. These must be conducted in the year prior to application. If eligibility determinations are requested for multiple projects with different benefitting persons, the cost is per project.

I have attached a professional services agreement for phase 1 as indicated above.

We thank you for the opportunity to work with the City of De Pere.

Sincerely,

Diane Wessel
 MSA Professional Services, Inc.

Ben Andrews



Professional Services Agreement

MSA Project Number: 09441027

This AGREEMENT (Agreement) is made today _____ by and between THE CITY OF DEPERE (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name:

CDBG-PF Eligibility Determination and Income Survey Assistance

The scope of the work authorized is: See Attachment B

The schedule to perform the work is:

Approximate Start Date: June 15, 2022

Approximate Completion Date: January 15, 2023

The estimated fee for the work is: \$3,500-\$4,750 estimated

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF DE PERE

Scott J. Thoresen
Director of Public Works
Date: _____

925 S. Sixth St.
De Pere, WI 54115
Phone: (920) 339-8095
Fax: (920) 339-4071

Attest: City Clerk

Carey Danen
City Clerk
Date: _____

MSA PROFESSIONAL SERVICES, INC.

Brittney Mitchell

Brittney Mitchell
Team Leader
Date: 06/06/2022

Benjamin Andrews

Benjamin Andrews
Community Development Specialist
Date: 06/06/2022

1500 N. Casaloma Dr., Ste. 100
Appleton, WI 54913
Phone: 920-592-9630
Fax: (715) 853-2125

ATTACHMENT A: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 80 – \$140/hr.
Architects	\$ 65 – \$190/hr.
Community Development Specialists	\$125 – \$150/hr.
Digital Design	\$150 – \$170/hr.
Environmental Scientists/Hydrogeologists	\$100 – \$150/hr.
Geographic Information Systems (GIS)	\$ 80 – \$170/hr.
Housing Administration	\$ 80 – \$140/hr.
Inspectors/Zoning Administrators	\$ 95 – \$120/hr.
IT Support	\$150 – \$170/hr.
Land Surveying	\$ 85 – \$170/hr.
Landscape Designers & Architects	\$ 85 – \$190/hr.
Municipal Advisor	\$150 – \$190/hr.
Planners	\$ 90 – \$150/hr.
Principals	\$170 – \$300/hr.
Professional Engineers/Designers of Engineering Systems	\$130 – \$170/hr.
Project Managers	\$135 – \$230/hr.
Real Estate Professionals	\$120 – \$130/hr.
Staff Engineers	\$ 65 – \$120/hr.
Technicians	\$ 85 – \$130/hr.
Wastewater Treatment Plant Operator	\$ 75 – \$ 90/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.20/page
Plots	\$0.015/sq.in.
Flash Drive	\$10
GPS Equipment	\$30/hour
Laser Level	\$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70 mile
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5. Provide a second follow up on non-returned surveys by either phone or personal follow up.
6. Track all follow ups on spreadsheets supplied by MSA.
7. Examine all studies, reports, estimates, and other documents presented by MSA.
8. Provide MSA with copies of existing studies, reports, plans, maps, and surveys relative to the proposed project.
9. Designate in writing a person to act as the Owner's representative with respect to the services to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to services covered by this Agreement.
10. Publicize the survey through postings and/or utility bill notes/insertion. The City will be responsible for all notice/publicizing costs.
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2. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving federal financial assistance.
3. Executive Order 11246, as amended, provides that no person shall be discriminated against, on the basis of race, color, religion, sex or national origin in any place of employment during the performance of federally assisted construction contracts in excess of \$2,000.

MSA PROFESSIONAL SERVICES, INC. (MSA) – GENERAL TERMS AND CONDITIONS OF SERVICES

1. The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

5. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

6. In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER

terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

8. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

9. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

10. Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

11. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and

in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

12. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

13. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

14. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

15. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 21, 2022

DEPARTMENT: Police

FROM: Jeremy Muraski

SUBJECT: Recommendation of Finance/Personnel Committee to Authorize Expenditure of \$10,800 from \$56,000 Wisconsin Grant Allocation to purchase ALPR Cameras and Wi-Fi enabled video cameras.

This passed unanimously at Finance Committee on 06/14/2022.

We are seeking cameras to aid in documenting and prosecuting violations and disturbances in and around Voyageur Park. The current ALPR camera has shown great promise, but there it cannot cover all of the entrances and exits. We are therefore seeking authorization to purchase 4 ALPR Cameras and 4 Wi-Fi enabled cameras for \$10,800 from the \$56,000 grant allocation. This allocation was not allowed to purchase patrol rifles, freeing up \$38,800 of previously approved money. A justification memo is attached.

ATTACHMENTS:

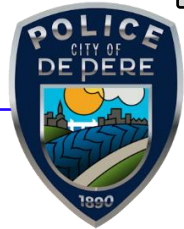
- Request for LPR Cameras and Crime Prevention June 2022 (PDF)

DE PERE

POLICE DEPARTMENT

325 S. Broadway
De Pere, WI 54115
920-339-4079

Jeremy A. Muraski
Chief of Police



To: Finance and Personnel Committee, De Pere City Council

From: Jeremy A. Muraski, Chief of Police

Date: June 8, 2022

Subject: Request for Authorization to Spend \$10,800 for ALPR Cameras and Crime Prevention wi-fi enabled cameras from the \$56,000 Grant Allocation received by the De Pere Police Department.

The De Pere Police Department (DPPD) has identified a need to enhance our ability to document vehicles coming and going from the Voyageur Park area in an effort to reduce disturbances, disorderly youth, and other nuisance activity in and around the park parking lot area. The city surveillance trailer has the capability to capture license plates, however, it can only cover one entrance of the park, and on several occasions already we have not been able to identify vehicles involved in incidents that did not enter or exit through that entrance. Further, many of the vehicles are waiting until after they exit the park and engaging in playing loud music, squealing tires, and other disturbing behavior. I believe it would aid greatly in investigating and prosecuting these incidents if we were to add additional LPR cameras in the areas around Voyageur Park.

I am therefore requesting approval to spend \$10,800 to purchase 4 Flock ALPR cameras on a one-year trial basis. Each camera costs \$2,500 per year, all inclusive, including software maintenance and data connectivity. The system is also searchable by plate and vehicle description. In addition, the funds would allow the purchase of 4 wi-fi enabled cameras, that could be positioned within range of a Wi-Fi signal to provide additional video imagery of vehicles entering and exiting the park. If the trials are successful, I would propose funding another ½ year of the cameras in the 2023 budget since the 1 year contract would likely run through July or August of 2023.

Our department has researched the Flock Camera system which is being implemented in other jurisdictions in our area, which would also allow data sharing among our agencies. Further, the system is set up to be integrated with AXON, our vendor for our Body Worn Cameras. It is the only camera system that meets both of these prerequisites.

Thank you for your time and consideration.

Jeremy A. Muraski, Chief of Police



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 21, 2022

DEPARTMENT: Police

FROM: Jeremy Muraski

SUBJECT: Recommendation from Finance/Personnel Committee to Authorize Expenditure of \$38,800 from Unassigned Reserves to Purchase Patrol Rifles.

This passed unanimously at Finance Committee on 6/14/22.

The previous request was to purchase these items from a grant allocation funding source. Final guidance on the grant was released that does not allow the purchase of firearms. We are therefore seeking authorization to purchase patrol rifles and related equipment at a cost of \$38,800 from unassigned reserves. A revised justification memo is attached.

ATTACHMENTS:

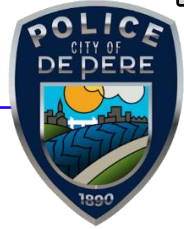
- Request for Patrol Rifles Amended June 2022 (PDF)

DE PERE

POLICE DEPARTMENT

325 S. Broadway
De Pere, WI 54115
920-339-4079

Jeremy A. Muraski
Chief of Police



To: Finance and Personnel Committee, De Pere City Council

From: Jeremy A. Muraski, Chief of Police

Date: June 8, 2022

Subject: Request for Authorization to Spend \$38,800 for Patrol Rifles from Unassigned Reserves

The De Pere Police Department (DPPD) has identified a high priority need to replace outdated, unreliable, and old patrol rifles that are ill equipped. The rifles are more than 20 years old, and originally came from government surplus where they had seen previous use. They are in poor repair in many cases, parts are not readily available, the rifles are not standard across the inventory, and they do not have any aim assist devices, relying only on open sights. There have been instances where the rifles have malfunctioned or come apart during training exercises. In some cases tactical flashlights and their switches are held in place with electrical tape. It is widely recommended that patrol rifles be standardized across an agency so that officers are familiar with the weapon (they should be universal).

Further, it is highly desirable to equip modern patrol rifles with aim assist devices (an optical sight) that has demonstrated that officers have a much higher degree of accuracy and confidence in the use of the rifle. This is particularly important in responses to school shootings or workplace shootings where officers may encounter shooters and groups of victims in the same area and need to ensure a high degree of accuracy to minimize risks to those we are trying to protect while successfully engaging the threat to stop them from shooting more victims.

We are therefore requesting approval to spend \$38,800 to replace and standardize all department patrol rifles, to purchase 4 gun safes, and to equip the rifles with aim assist devices, ambidextrous sling straps, and lights. This expenditure would also allow us to have 2 spare rifles that would be assigned to training so that rifles would not have to be removed from on-duty squads during training exercises.

I believe this may be the most significant equipment need facing the De Pere Police Department at this time.

Thank you for your time and consideration.

Jeremy A. Muraski, Chief of Police

Amended from Previous Approval to spend Grant Allocation.

This was previously approved by the Finance Committee and full Council, however the funding source proposed at that time was the \$56,000 grant allocation being issued to the De Pere Police Department from the State of Wisconsin. I have since received formal guidance from the State of Wisconsin reference the \$56,000 grant allocation. The final ruling is that firearms are not an allowable purchase under that grant. I am therefore requesting approval to spend \$38,800 from unassigned reserves as the grant cannot be used as a funding source.

I believe this purchase is necessary for the reasons stated above, and am increasingly concerned about the state of the supply chain. Further, proposed gun legislation has historically created a much stronger demand for rifles, which may impact our ability to obtain these rifles if there is a disruption in supply. I am therefore requesting action prior to the next budget cycle.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 21, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Recommendation from the License Committee regarding the renewal applications for the licensing period of July 1, 2022 to June 30, 2023.

ATTACHMENTS:

- Liquor License List 6_21_22 (PDF)

June 21, 2022 License Committee Meeting

Renewal Applications for Class “A” Fermented Malt Beverage Licenses, “Class A” Liquor Licenses, Class “B” Fermented Malt Beverage Licenses, “Class B” Liquor Licenses, “Class C” Wine Licenses for the licensing period of July 1, 2022 to June 30, 2023.

CLASS “A” BEER & “CLASS A” LIQUOR

1. Aldi, Inc. (Wisconsin) (DBA Aldi #53), 1100 Main Ave. Submitted by Aldi, Inc. (Wisconsin). Agent: Aidan La Mere, De Pere, WI.
2. De Pere Y-Mart, LLC (DBA De Pere Y-Mart), 1017 4th St. Submitted by De Pere Y-Mart, LLC. Agent: Robert Green, De Pere, WI.
3. Ganesh Enterprise, Inc. (DBA Reid St. Mobil), 401 Reid St. Submitted by Ganesh Enterprise, Inc. Agent: Patel Pradip, De Pere, WI.
4. Kwik Trip, Inc. (DBA Kwik Trip 1060), 1620 Lawrence Dr. Submitted by Kwik Trip, Inc. Agent: Daniel Schmidt, Wrightstown, WI.
5. Kwik Trip, Inc. (DBA Kwik Trip 127), 746 Main Ave. Submitted by Kwik Trip, Inc. Agent: Sandra Perkins, Green Bay, WI.
6. Northern Gas, LLC (DBA You Pump), 302 N. Broadway St. Submitted by Northern Gas, LLC. Agent: Patel Roshankumar, Appleton, WI.
7. Smithmaker Artisan Co., LLC (DBA Smithmaker Artisan Co.) 116 N. Broadway St. Submitted By Smithmaker Artisan Co., LLC. Agent: Ruth Fameree, De Pere, WI.
8. Walgreens Co. (DBA Walgreens 10235), 901 Main Ave. Submitted by Walgreens Co. Agent: Matthew Queensbury, De Pere, WI.

CLASS “B” BEER

1. Radue Cinemas, Inc. (DBA De Pere Cinema), 417 George St. Submitted by Radue Cinemas, Inc. Agent: Vicki Radue, Green Bay, WI.
2. Eat30 Café, LLC (DBA Eat30 Café, LLC), 124 N. Broadway Ste BB. Submitted by Eat30 Café, LLC. Agent: Lia Xiong, Green Bay, WI.

CLASS “B” BEER & “CLASS B” LIQUOR

1. Artless Bastard, Inc. (DBA Artless Bastard, Inc.), 353 Main Ave. Suite A. Submitted by Artless Bastard, Inc. Agent: Alexis Arnold, Green Bay, WI.

2. Baba Louies, LLC (DBA Bab Louies), 419 Main Ave. Submitted by Bab Louies, LLC. Agent: James Kropp, Green Bay, WI.
3. Baffidilucio, LLC (DBA Baffidilucio), 365 Main Ave. Suite D. Submitted by Baffidilucio. Agent: Andrew Krans, De Pere WI.
4. Caliente Inc. (DBA Caliente), 623 George St. Submitted by Caliente Inc. Agent: Ann De Cleene, De Pere, WI.
5. Al Chris (DBA Drift Inn), 1535 N. Ashland Ave. Submitted by Al Chris. Agent: Gail Kozlovsky, De Pere, WI.
6. El Maya Mexican Restaurant (DBA El Maya Mexican Restaurant), 1049 Main Ave. Submitted by El Maya Mexican Restaurant. Agent: Fe Montalvo, Kaukauna, WI.
7. Harp & Eagle, LTD (DBA The Ennis Inn), 201 James St. Submitted by Harp & Eagle, LTD. Agent: Ashley Oates, Green Bay, WI.
8. Gallaghers Pizza, LLC (DBA Gallaghers Pizza), 330 Reid St. Submitted by Gallaghers Pizza, LLC. Agent: Vanessa Miller, De Pere, WI
9. GSO LLC (DBA Julie's Café/Brickhouse), 500 Grant St. Submitted by GSO, LLC. Agent: Troy Metzler, De Pere, WI.
10. Jacob P. Vieau, LLC (DBA Jake's Place), 600 George St. Submitted by Jacob P. Vieau, LLC. Agent: Jacob Vieau, De Pere, WI.
11. L and S Enterprises of Green Bay, LLC (DBA Get Reck'd), 617 Birch St. Submitted by L and S Enterprises of Green Bay, LLC. Agent: Lori Coopman, Green Bay, WI.
12. La Vie Carrie, LLC (DBA La Vie Taverne), 421 George St. Suite 101. Submitted by La Vie Carrie, LLC. Agent: Carrie Cameron-McDonald, De Pere, WI.
13. Little Mexico of East De Pere, LLC (DBA Little Mexico of East De Pere), 310 N. Wisconsin St. Suite F. Submitted by Little Mexico of East De Pere, LLC. Agent: Marco Carranza Valencia, Sturgeon Bay, WI.
14. DKG Entertainment, LLC (Sidekicks Bar & Grill), 930 Main Ave. Submitted by DKG Entertainment, LLC. Agent: Denise Gajeski, De Pere, WI.
15. Stella's on Main (DBA Stella's on Main), 401 Main Ave. Submitted by Stella's on Main. Agent: William Schleis, Green Bay, WI.
16. NostraCremona, LLC (DBA Strada Pizzeria), 109 N. Broadway St. Submitted by NostraCremona, LLC. Agent: Andrew Krans, De Pere, WI.

17. JPG, Inc. (DBA Swan Club/Island Shushi), 875 Heritage Rd. Submitted by JPG, Inc. Agent: Greg De Cleene, De Pere, WI.

CLASS "B" BEER & "CLASS C" WINE

1. Aurora Rose, LLC (Alpha Delights), 143 N. Wisconsin St. Submitted by Aurora Rose, LLC., Agent: Heather Weisspeters.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 21, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: A. Class "A" Fermented Malt Beverage & "Class A" Intoxicating Liquor Licenses

ATTACHMENTS:

- Class A Beer & Class A Liquor Applications_6_21_22 (PDF)

**CLASS "A" BEER AND
"CLASS A" LIQUOR
LICENSE RENEWALS
FOR THE 2022-2023
LICENSING PERIOD**

CAV# 53

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07 01 2022 ending: 06 30 2023
(mm dd yyyy) (mm dd yyyy)To the Governing Body of the: ☐ Town of } DE PERE
☐ Village of }
☒ City of }County of BROWN Aldermanic Dist. No. _____
(if required by ordinance)Check one: ☐ Individual ☐ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number 45600008901401	
FEIN Number 36-3498392	
TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	\$ 105
☐ Class B beer	\$
☐ Class C wine	\$
☒ Class A liquor	\$ 300
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ 30
TOTAL FEE	\$ 435

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

ALDI, INC. (WISCONSIN)

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	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BEHM	DAVID	KARL	
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)
RIEGGER	ERIC		
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
RIEGGER	ERIC		
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
CEGELSKI	MICHAEL		
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

- Trade Name ALDI #53 Business Phone Number 920-278-0232
- Address of Premises 1100 MAIN AVE Post Office & Zip Code DE PERE 54115
- 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.)
SINGLE STORY BRICK BUILDING. ALCOHOL BEVERAGES WILL BE SOLD ON THE SALES FLOOR AND STORED IN THE BACKROOM. ALCOHOL SALES RECORDS WILL BE KEPT IN THE OFFICE AT THE STORE.
- Legal description (omit if street address is given above): GROCERY STORE
- (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? ALDI #53

OAK #53

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 employee 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 WISCONSIN and date 12/02/86 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain ☒ Yes ☐ No
PARENT COMPANY IS ALDI, INC (BATAVIA, IL)
- (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.
OFFICERS ARE INCLUDED FOR ALL WISCONSIN STORES WITH ALCOHOL PERMITS.
0% OWNERSHIP
AGENT DOES NOT HAVE ANY OTHER INTEREST
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.) RIEGGER, ERIC	Title/Member SECRETARY/TREASURER	Date 4/4/22
Signature 	Phone Number 630-761-2400	Email Address CAVPASST@ALDI.US

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 6/4/15/22	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7-1-22 ending: 6-30-23
(mm dd yyyy) (mm dd yyyy)

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

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

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

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last) <u>Green</u>	(First) <u>Robert</u>	(Middle Name) <u>Reynold</u>	Home Address (Street, City or Post Office, & Zip Code)
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 <u>De Pere Y-Meat LLC</u>	Address of Corporation / Limited Liability Company (if different from licensed premises)
--	--

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 <u>Green</u>	(First) <u>Robert</u>	(Middle Name) <u>Reynold</u>	Home Address (Street, City or Post Office, & Zip Code)
---------------------------------	--------------------------	---------------------------------	--

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

President / Member Last Name <u>Green</u>	(First) <u>Robert</u>	(Middle Name) <u>Reynold</u>	Home Address (Street, City or Post Office, & Zip Code)
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

- Trade Name De Pere Y-Meat Business Phone Number 920-336-6266
- Address of Premises 1017 4th St. De Pere Post Office & Zip Code 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- 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.)
C. Store / Gas station

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	
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	\$
TOTAL FEE	\$ <u>30</u>

17252

5. Legal description (omit if street address is given on previous page): _____
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? ☒ Yes ☐ No
[phone (608) 266-2776]
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? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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.) <i>Green Robert Ronald</i>	Title / Member <i>Owner</i>	Date <i>5-31-22</i>
Signature <i>Ronald Green</i>	Phone Number <i>720-336-6266</i>	Email Address <i>mgreen@rock-tail.com</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>5/31/22</i>	Date reported to council / board	Date license granted
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 _____

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07-01-22 ending: 06-2023.
(mm dd yyyy) (mm dd yyyy)

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

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

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

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last) <u>PATEL</u>	(First) <u>PRADIP</u>	(Middle Name) <u>A.</u>	Home Address (Street, City or Post Office, & Zip Code) _____
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 <u>Ganesh Enterprises Inc</u>	Address of Corporation / Limited Liability Company (if different from licensed premises) <u>401 Pearl St de pere WI</u>
--	--

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 <u>PATEL</u>	(First) <u>PRADIP</u>	(Middle Name) <u>A</u>	Home Address (Street, City or Post Office, & Zip Code) _____
---------------------------------	--------------------------	---------------------------	---

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

President / Member Last Name <u>PATEL</u>	(First) <u>PRADIP</u>	(Middle Name) <u>A</u>	Home Address (Street, City or Post Office, & Zip Code) _____
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

- Trade Name Repl St Mohd Business Phone Number 920-337-9001
- Address of Premises 401 Pearl St de pere Post Office & Zip Code 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- 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 SF of Retail
& approx 300 sq ft of back room space

Applicant's Wisconsin Seller's Permit Number <u>456-1029415947-02</u>	
FEIN Number <u>82-1623518</u>	
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	\$ <u>300</u>
TOTAL FEE	\$

5. Legal description (omit if street address is given on previous page): 604 Station with con
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 store
- 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? ☒ Yes ☐ No
[phone (608) 266-2776]
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? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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.) <u>PATEL PRADIP A</u>	Title / Member <u>OWNER</u>	Date <u>6-1-2022</u>
Signature <u>[Signature]</u>	Phone Number <u>224-558-1333</u>	Email Address <u>MOHITA 7575 (G)</u> <u>store.l.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>6/1/22</u>	Date reported to council / board	Date license granted
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 _____

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07/01/2022 ending: 06/30/2023
(mm dd yyyy) (mm dd yyyy)

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

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

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

Complete A or B. All must complete C.

Applicant's Wisconsin Seller's Permit Number
456-0000287614-03

1.a

FEIN Number

39-1036365

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 ⁰⁰
TOTAL FEE	\$

A. Individual or Partnership:

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)
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 Kwik Trip, Inc.	Address of Corporation / Limited Liability Company (if different from licensed premises) P.O. Box 2107, La Crosse, WI 54602
--	--

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 Schmidt	(First) Daniel	(Middle Name) John	Home Address (Street, City or Post Office, & Zip Code)
----------------------------	-------------------	-----------------------	--

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

President / Member Last Name Zietlow	(First) Donald	(Middle Name) Paul	Home Address (Street, City or Post Office, & Zip Code)
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 Wrobel	(First) Jeffrey	(Middle Name) James	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name Zietlow	(First) Donald	(Middle Name) Paul	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 KWIK TRIP 1060 Business Phone Number 920-339-8417

2. Address of Premises 1620 Lawrence Dr Post Office & Zip Code De Pere 54115

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

4. Premise 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.) One-story frame construction with storage in lockable walk-in cooler & cabinetry on the sales floor & behind sales counter.

5. Legal description (omit if street address is given on previous page): _____

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? ☒ Yes ☐ No
[phone (608) 266-2776]
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? ☐ Yes ☒ No
(**Note:** Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments, or other fees).

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.) Zietlow, Donald P.	Title / Member President	Date 5-11-2022
Signature 	Phone Number 608-791-7385	Email Address LicensingDept@kwiktrip.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 5/23/22	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07/01/2022 ending: 06/30/2023
(mm dd yyyy) (mm dd yyyy)

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

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

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

Complete A or B. All must complete C.

Applicant's Wisconsin Seller's Permit Number
456-0000287614-03

1.a

FEIN Number

39-1036365

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	\$ <u>30.00</u>
TOTAL FEE	\$

A. Individual or Partnership:

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)
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 Kwik Trip, Inc.	Address of Corporation / Limited Liability Company (if different from licensed premises) P.O. Box 2107, La Crosse, WI 54602
--	--

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 Perkins	(First) Sandra	(Middle Name) Lee	Home Address (Street, City or Post Office, & Zip Code) 1
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All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name Zietlow	(First) Donald	(Middle Name) Paul	Home Address (Street, City or Post Office, & Zip Code)
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 Wrobel	(First) Jeffrey	(Middle Name) James	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name Zietlow	(First) Donald	(Middle Name) Paul	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 KWIK TRIP 127 Business Phone Number 920-336-0312

2. Address of Premises 746 Main Ave Post Office & Zip Code De Pere 54115

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

4. Premise 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.) One-story frame construction with storage in lockable walk-in cooler & cabinetry on the sales floor & behind sales counter.

5. Legal description (omit if street address is given on previous page): _____

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? ☒ Yes ☐ No
[phone (608) 266-2776]
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? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments, or other fees).

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.) Zietlow, Donald P.	Title / Member President	Date 5-11-2022
Signature 	Phone Number 608-791-7385	Email Address LicensingDept@kwiktrip.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 5/23/22	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Renewal Alcohol Beverage License Application

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

For the license period beginning: _____ ending: _____
(mm dd yyyy) (mm dd yyyy)

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

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

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

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last) <u>Patel</u>	(First) <u>Roshankumar</u>	(Middle Name) <u>K</u>	Home Address (Street, City or Post Office, & Zip Code)
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 <u>Northern Gro LLC</u>	Address of Corporation / Limited Liability Company (if different from licensed premises) <u>1306 S. Oneida St. Appleton WI 54911</u>
--	---

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 <u>Patel</u>	(First) <u>Roshankumar</u>	(Middle Name) <u>K</u>	Home Address (Street, City or Post Office, & Zip Code)
---------------------------------	-------------------------------	---------------------------	--

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

President / Member Last Name <u>Patel</u>	(First) <u>Roshankumar</u>	(Middle Name) <u>K</u>	Home Address (Street, City or Post Office, & Zip Code)
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

- Trade Name You Pump Business Phone Number 920 336 4275
- Address of Premises 302 N. Broadway Post Office & Zip Code De Pere 54911
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- 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.)
Walk In Cooler, Back Room, 1-100's, Behind Counter

Applicant's Wisconsin Seller's Permit Number <u>456 102005310103</u>	
FEIN Number <u>203633233</u>	
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	\$ <u>30</u>
TOTAL FEE	\$

5/12/12
Per 17198

5. Legal description (omit if street address is given on previous page): _____
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? ☒ Yes ☐ No
[phone (608) 266-2776]
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? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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.) Patee Roshenkumner K	Title / Member Owner	Date 5/12/2022
Signature 	Phone Number 9202845464	Email Address you.pumpkin@305@yahoo.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 5/12/22	Date reported to council / board	Date license granted
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 _____

Renewal Alcohol Beverage License Application

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

For the license period beginning: 01/01/2022 ending 06/30/2023
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of _____

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

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

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)
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)
<u>Smithmaker Artisan Co LLC</u>	<u>116 N Broadway De Pere, WI 54115</u>

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)
<u>Famere-e</u>	<u>Ruth</u>	<u>M</u>	<u>116 N Broadway De Pere, WI 54115</u>

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)
<u>Famere-e</u>	<u>Ruth</u>	<u>M</u>	<u>116 N Broadway De Pere, WI 54115</u>
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

- Trade Name Smithmaker Artisan Co Business Phone Number 920-632-7461
- Address of Premises 116 N Broadway Post Office & Zip Code De Pere, WI 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- 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.) Alcohol will be sold and displayed on main sales floor at 116 N Broadway. Any overflow that cannot be displayed will be stored in the storage rooms at 116 N Broadway.

Applicant's Wisconsin Seller's Permit Number <u>456-103027752-04</u>	
FEIN Number <u>81-241583</u>	
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	\$ <u>30.00</u>
TOTAL FEE	\$ <u>12470</u>

5. Legal description (omit if street address is given on previous page): _____

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

An extension was filed, but it will be
when we do file.

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

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? ☐ Yes ☒ No

(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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.) <u>Famerece Ruth M</u>	Title / Member <u>Owner</u>	Date <u>5/28/2022</u>
Signature <u>Ruth M. Famerece</u>	Phone Number <u>704-351-1681</u>	Email Address <u>ruth@wiartisan.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5/31/22</u>	Date reported to council / board	Date license granted
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

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07/01/2022 ending: 06/30/2023
(mm dd yyyy) (mm dd yyyy)To the Governing Body of the: ☐ Town of
☐ Village of } De Pere
☒ City of }County of Brown Aldermanic Dist. No. _____
(if required by ordinance)Check one: ☐ Individual ☐ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization**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)
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 <u>Walgreen Co.</u>	Address of Corporation / Limited Liability Company (if different from licensed premises) <u>PO Box 901 Deerfield, IL 60015</u>
--	---

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

Agent Last Name <u>Queensbury</u>	(First) <u>Matthew</u>	(Middle Name) <u>M.</u>	Home Address (Street, City or Post Office, & Zip Code)
--------------------------------------	---------------------------	----------------------------	--

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

President / Member Last Name <u>Standley</u>	(First) <u>John</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name <u>Badgley</u>	(First) <u>Lisa</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name <u>Amsbary Jr.</u>	(First) <u>Joseph</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name <u>Gruener</u>	(First) <u>Jeffery</u>	(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 Walgreens #10235 Business Phone Number (920) 983-6153
2. Address of Premises 901 Main Ave. Post Office & Zip Code 54115-1305
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.) _____

Retail drug store with sundries in a one-story building of 14,820 sq. ft.

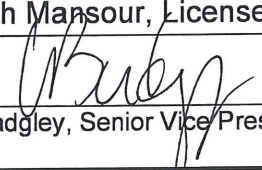
Applicant's Wisconsin Seller's Permit Number <u>456-0000455404-05</u>	
FEIN Number <u>36-1924205</u>	
TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	\$
☐ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☒ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>30.00</u>
TOTAL FEE	\$

5. Legal description (omit if street address is given on previous page): _____
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
Change in corporate officers

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? ☒ Yes ☐ No
 [phone (608) 266-2776]
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? ☐ Yes ☒ No
 (Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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.) Savannah Mansour, License Specialist	Title / Member Senior Vice President	Date
Signature 	Phone Number (847) 315-2297	Email Address taxlicenser renewals@walgreens.com

Lisa Badgley, Senior Vice President

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 4/19/22	Date reported to council / board	Date license granted
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: June 21, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: B. Class "B" Fermented Malt Beverage Licenses

ATTACHMENTS:

- Class B Beer Applications_6_21_22 (PDF)

**CLASS "B" BEER
LICENSE RENEWALS
FOR THE 2022-2023
LICENSING PERIOD**

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7/1/2022 ending: 6/30/2023
(mm dd yyyy) (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 ☐ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization

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)
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)
<u>Radue Cinemas Inc</u>	<u>905 George St #191 De Pere WI 54115</u>

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)
<u>Radue</u>	<u>Vicki</u>	<u>L</u>	

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)
<u>Radue</u>	<u>Michael</u>	<u>D</u>	
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)
<u>Radue</u>	<u>Vicki</u>	<u>L</u>	
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Radue</u>	<u>Vicki</u>	<u>L</u>	
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 De Pere Cinema Business Phone Number 920-371-1585

2. Address of Premises 417 George St Post Office & Zip Code De Pere 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.) Theater auditorium,

Concession area + lobby, kitchen

Applicant's Wisconsin Seller's Permit Number <u>4576-1028920695-02</u>	
FEIN Number <u>81-0893692</u>	
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	\$
TOTAL FEE	\$

1.a

5. Legal description (omit if street address is given on previous page): _____

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? ☒ Yes ☐ No
[phone (608) 266-2776]

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? ☐ Yes ☒ No

(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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.) Rodue, Vicki L	Title / Member Sec / Treas	Date 5-26-22
Signature Vicki Rodue	Phone Number 920-371-1585	Email Address vrodue1@newrr.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 5/26/22	Date reported to council / board	Date license granted
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 _____

Renewal Alcohol Beverage License Application

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

For the license period beginning: July 1, 2022 ending: June 30, 2023
(mm dd yyyy) (mm dd yyyy)

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

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

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

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last) <u>Xiong</u>	(First) <u>Lia</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last) <u>Xiong</u>	(First) <u>Yuan</u>	(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 <u>Eat 30 Cafe</u>	Address of Corporation / Limited Liability Company (if different from licensed premises)
---	--

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 <u>Xiong</u>	(First) <u>Lia</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
---------------------------------	-----------------------	---------------	--

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)
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

- Trade Name Eat 30 cafe Business Phone Number 920-632-6332
- Address of Premises 124 N. Broadway Ste BB Post Office & Zip Code De Pere, WI 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☐ No ☐
- 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.) approximately 1000 square feet - the front of restaurant, open space for dining and kitchen on rear side

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	
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	\$ <u>30</u>
TOTAL FEE	\$

R#
172775

5. Legal description (omit if street address is given on previous page): _____
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? ☒ Yes ☐ No
[phone (608) 266-2776]
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? ☐ Yes ☒ No
- (Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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.) <i>Xiong, Lig</i>	Title / Member <i>Owner</i>	Date <i>6/1/2022</i>
Signature <i>[Signature]</i>	Phone Number <i>327-0236</i>	Email Address <i>eat30cafe@gmail.com</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>6/6/22</i>	Date reported to council / board	Date license granted
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: June 21, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: C. Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor Licenses

ATTACHMENTS:

- Class B Beer & Class B Liquor Applications_6_21_22 (PDF)

**CLASS "B" BEER AND
"CLASS B" LIQUOR
LICENSE RENEWALS
FOR THE 2022-2023
LICENSING PERIOD**

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7/1/2022 ending: 6/30/2023
(mm dd yyyy) (mm dd yyyy)

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

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

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

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)
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)
<u>Artless Bastard Inc</u>	<u>353 Main Ave Suite A</u>

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)
-----------------	---------	---------------	--

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)
<u>Arnold</u>	<u>Alexis</u>		
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Turk</u>	<u>Wayne</u>		
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Roemer</u>	<u>Alison</u>		
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Arnold</u>	<u>Alexis</u>		
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 Artless Bastard Inc Business Phone Number 920.310.0200

2. Address of Premises 353 Main Ave Suite A 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.)

non-profit art gallery supporting the arts by connecting, educating & exhibiting. One level, small storage room

5. Legal description (omit if street address is given on previous page):

art gallery + gift shop

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?

☐ Yes ☒ No

(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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.) <u>Arnold, Alexis</u>	Title / Member <u>President</u>	Date <u>5.25.2022</u>
Signature <u>Alex Arnold</u>	Phone Number <u>920.310.0260</u>	Email Address <u>hello@artlexbastard.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5/25/22</u>	Date reported to council / board	Date license granted
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 _____

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7/1/2022 ending: 6/30/23
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of DE PERE, WI

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

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

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)
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 <u>BABA LOUIES LLC</u>	Address of Corporation / Limited Liability Company (if different from licensed premises) <u>883 RICHBOROUGH RD, GREEN BAY, WI 54313</u>
---	--

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 <u>KROPP</u>	(First) <u>JAMES</u>	(Middle Name) <u>J</u>	Home Address (Street, City or Post Office, & Zip Code)
---------------------------------	-------------------------	---------------------------	--

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

President / Member Last Name <u>KROPP</u>	(First) <u>JAMES</u>	(Middle Name) <u>J</u>	Home Address (Street, City or Post Office, & Zip Code)
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

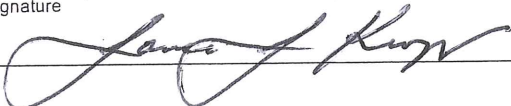
- Trade Name BABA LOUIES Business Phone Number 920.336.9885
- Address of Premises 419 MAIN A Post Office & Zip Code DE PERE, WI 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe 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.)
2 44' x 90' BUILDINGS
AND 2 44' x 145' LOTS LOCATED AT 419-421 MAIN AV, DE PERE, WI, INCLUDES ALL ROOMS IN BOTH BUILDINGS

Applicant's Wisconsin Seller's Permit Number <u>456-1028971319-02</u>	
FEIN Number <u>47-3801043</u>	
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	\$ <u>30</u>
TOTAL FEE	\$

R#
172522

5. Legal description (omit if street address is given on previous page): _____
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? ☒ Yes ☐ No
[phone (608) 266-2776]
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? ☐ Yes ☒ No
- (Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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.) KROPP James J.	Title / Member MEMBER/OWNER	Date 5-27-2022
Signature 	Phone Number 920 737 2503	Email Address BABALOUKB@AOL.COM

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 5/31/22	Date reported to council / board	Date license granted
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 _____

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07/01/2022 ending: 06/30/2023
(mm dd yyyy) (mm dd yyyy)

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

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

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

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)
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 <u>BaffiDiLucio, LLC</u>	Address of Corporation / Limited Liability Company (if different from licensed premises) <u>941 Lawton Place, De Pere WI 54115</u>
---	---

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 <u>Krans</u>	(First) <u>Andrew</u>	(Middle Name) <u>Ty</u>	Home Address (Street, City or Post Office, & Zip Code)
---------------------------------	--------------------------	----------------------------	--

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

President / Member Last Name <u>Krans</u>	(First) <u>Andrew</u>	(Middle Name) <u>Ty</u>	Home Address (Street, City or Post Office, & Zip Code)
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

- Trade Name BaffiDiLucio, LLC Business Phone Number 920-371-5032
- Address of Premises 365 Main Avenue Suite D Post Office & Zip Code De Pere WI 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- 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.)

1351 square foot commercial space plus 20'x20' outdoor fenced in patio.

5. Legal description (omit if street address is given on previous page): _____
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? ☒ Yes ☐ No
[phone (608) 266-2776]
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? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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.) Krans, Andrew T.	Title / Member Owner	Date 5-25-22
Signature 	Phone Number 920-371-5032	Email Address ATKrans@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 5/27/22	Date reported to council / board	Date license granted
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 _____ |

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7/1/2022 ending: 6/30/2023
(mm dd yyyy) (mm dd yyyy)

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

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

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

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last) <u>DeCleene</u>	(First) <u>Greg</u>	(Middle Name) <u>J</u>	Home Address (Street, City or Post Office, & Zip Code) _____
Full Name (Last) <u>DeCleene</u>	(First) <u>Ann</u>	(Middle Name) <u>M</u>	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 <u>Caliente, Inc.</u>	Address of Corporation / Limited Liability Company (if different from licensed premises) _____
--	---

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 <u>DeCleene</u>	(First) <u>Ann</u>	(Middle Name) <u>M</u>	Home Address (Street, City or Post Office, & Zip Code) _____
------------------------------------	-----------------------	---------------------------	---

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

President / Member Last Name <u>DeCleene</u>	(First) <u>Greg</u>	(Middle Name) <u>J</u>	Home Address (Street, City or Post Office, & Zip Code) _____
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name <u>DeCleene</u>	(First) <u>Ann</u>	(Middle Name) <u>M</u>	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

- Trade Name Caliente Business Phone Number 920.336.8737
- Address of Premises 623 George St. Post Office & Zip Code De Pere 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- 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.)
1st Floor, Front and Back Patio, Front Sidewalk, Side of Building Sidewalk, 2nd Floor, Basement, Kitchen

5. Legal description (omit if street address is given on previous page): _____

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? ☒ Yes ☐ No
[phone (608) 266-2776]

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? ☐ Yes ☒ No

(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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.) DeCleene, Greg J.	Title / Member President	Date 5/18/2022
Signature Greg J DeCleene	Phone Number 920.336.8737	Email Address gjdecleene5@

901.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 5/19/22	Date reported to council / board	Date license granted
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 _____

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7/1/2022 ending: 6/30/22
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of _____

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

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

Complete A or B. All must complete C.

Applicant's Wisconsin Seller's Permit Number

FEIN Number

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	\$ 3000 172453
TOTAL FEE	\$

A. Individual or Partnership:

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)
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)
<u>Al Chrus</u>	<u>1535 N Ashland Ave</u>

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)
<u>Kozlousky</u>	<u>GAIL</u>	<u>M</u>	

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)
<u>Kozlousky</u>			
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Kozlousky</u>			
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Jamie</u>			
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Kozlousky</u>	<u>Jamie</u>	<u>Lee R</u>	<u>4</u>
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)

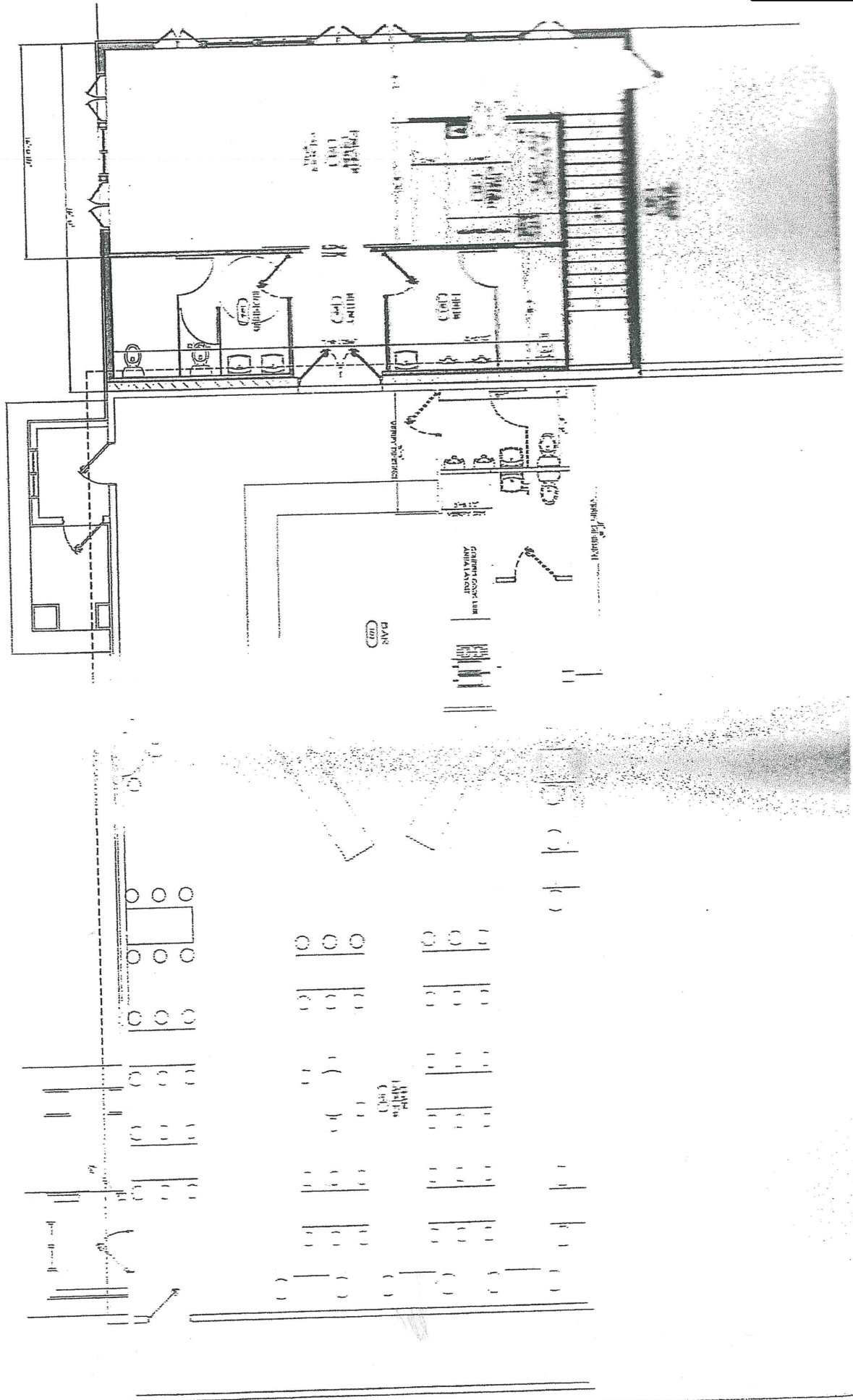
C. Business Information

1. Trade Name Draft Inn Business Phone Number 920.336.5929
2. Address of Premises 1535 N Ashland Post Office & Zip Code De Pere

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.)

Bar - Dinning Room
att sheet



FLOOR PLAN • SCALE 1/8" = 1'-0"

Att. Sheet

5. Legal description (omit if street address is given on previous page): _____
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? ☒ Yes ☐ No
[phone (608) 266-2776]
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? ☐ Yes ☒ No
- (Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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.) Gail M Kozlovsky	Title / Member owner	Date 5/5/22
Signature Gail M Kozlovsky	Phone Number 9206768549	Email Address RK2525@SBCglobal.net

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 5/27/22	Date reported to council / board	Date license granted
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 _____

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07 01 2022 ending: 06 30 2023
(mm dd yyyy) (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 ☐ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization

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)
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 <u>EL MAYA MEXICAN RESTAURANT</u>	Address of Corporation / Limited Liability Company (if different from licensed premises) <u>1049 MAIN AVE, DE PERE, WI 54115</u>
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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 <u>MONTALVO</u>	(First) <u>FE</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
------------------------------------	----------------------	---------------	--

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

President / Member Last Name <u>RIVAS</u>	(First) <u>MARY</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
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

- Trade Name EL MAYA MEXICAN RESTAURANT Business Phone Number 920-632-4648
- Address of Premises 1049 MAIN AVE Post Office & Zip Code DE PERE, WI 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- 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.) Restaurant w/ seating for 120, separate kitchen

Applicant's Wisconsin Seller's Permit Number <u>456-1028200099-02</u>	
FEIN Number <u>46-1083149</u>	
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	\$ <u>30 fee</u>
TOTAL FEE	\$ <u>172</u>

5. Legal description (omit if street address is given on previous page): _____

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

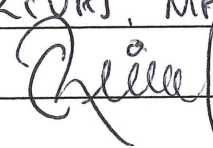
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]

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

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.) REVAS, MARY C	Title / Member PRESIDENT	Date 5-31-2022
Signature 	Phone Number (920) 632-4348	Email Address Mary.revas90@yahoo.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 5/31/20	Date reported to council / board	Date license granted
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 _____

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07/01/2022 ending: 07/01/2023
(mm dd yyyy) (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 ☐ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization

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)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company <u>Harp + Eagle, Ltd.</u>	Address of Corporation / Limited Liability Company (if different from licensed premises) <u>234 S. Washington St., Green Bay 54301</u>
--	---

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 <u>Oates</u>	(First) <u>Ashley</u>	(Middle Name) <u>Marie L.</u>	Home Address (Street, City or Post Office, & Zip Code) _____
---------------------------------	--------------------------	----------------------------------	---

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)
<u>O'Dowanny</u>	<u>Cary</u>	<u>James</u>	
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

- Trade Name The Ennis Inn Business Phone Number (920) 347-0007
- Address of Premises 201 James Street Post Office & Zip Code 54311
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- 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.)
Hotel, Bar, Restaurant

5. Legal description (omit if street address is given on previous page): _____

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? ☒ Yes ☐ No
[phone (608) 266-2776]

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? ☐ Yes ☒ No

(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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.) O' Dwanny, Cary J.	Title / Member President	Date 11 MAY 2022
Signature Cary J. O' Dwanny	Phone Number 920-366-8412	Email Address ripodw@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 5/31/22	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7-1-21 ending: _____
(mm dd yyyy) (mm dd yyyy)

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

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

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

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)
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)
<u>Gallagher's Pizzeria LLC</u>	<u>330 Reid St De Pere WI, 54115</u>

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)
<u>Miller</u>	<u>Vanessa</u>	<u>Laurel</u>	<u>330 Reid St De Pere WI, 54115</u>

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)
<u>Miller</u>	<u>Charles</u>		
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Miller</u>	<u>Vanessa</u>	<u>Laurel</u>	
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

- Trade Name Gallagher's Pizzeria Business Phone Number (920) 337-6666
- Address of Premises 330 Reid St Post Office & Zip Code 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- 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.)

2 dining areas, bar, walk-in beer cooler, and liquor is stored in office.

Applicant's Wisconsin Seller's Permit Number

FEIN Number

57-160-1260

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	\$ <u>30</u>
TOTAL FEE	\$ <u>30</u>

5. Legal description (omit if street address is given on previous page): _____

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? ☒ Yes ☐ No
[phone (608) 266-2776]

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? ☐ Yes ☒ No

(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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.) <i>Miller Vanessa L</i>	Title / Member <i>Agent / Vice President</i>	Date <i>4-18-22</i>
Signature <i>Van</i>	Phone Number <i>6207370-3047</i>	Email Address <i>cmillergh@gmail.com</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>5/12/22</i>	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7/1/22 ending: 6/30/23
(mm dd yyyy) (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 ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

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)
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 <u>GSO LLC</u>	Address of Corporation / Limited Liability Company (if different from licensed premises) <u>500 Grant St. De Pere, WI 54115</u>
---	--

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 <u>Metzler</u>	(First) <u>Troy</u>	(Middle Name) <u>Michael</u>	Home Address (Street, City or Post Office, & Zip Code)

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

President / Member Last Name <u>Metzler</u>	(First) <u>Troy</u>	(Middle Name) <u>Michael</u>	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name <u>Metzler</u>	(First) <u>Steve</u>	(Middle Name) <u>John</u>	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 Julie's Cafe / Brickhouse Business Phone Number (920) 338-2337
2. Address of Premises 500 Grant St. Post Office & Zip Code De Pere, WI 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.)

Julie's Cafe, Brickhouse
Banquet Room and patio

Applicant's Wisconsin Seller's Permit Number

4572 - 10286 88 593 - 02

FEIN Number

47-1462348

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	\$
TOTAL FEE	\$

5. Legal description (omit if street address is given on previous page): _____
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? ☒ Yes ☐ No
[phone (608) 266-2776]
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? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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.) <i>Metzler, Troy M.</i>	Title / Member <i>Pres.</i>	Date <i>5/31/22</i>
Signature <i>[Signature]</i>	Phone Number <i>(920) 621-1650</i>	Email Address <i>troy.metzler@gmail.com</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>5/31/22</i>	Date reported to council / board	Date license granted
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 _____

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07/01/2022 ending: 06/30/2023
(mm dd yyyy) (mm dd yyyy)

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

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

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

Applicant's Wisconsin Seller's Permit Number <u>456-1031037989-04</u>	
FEIN Number <u>88-1952078</u>	
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	\$ <u>30</u>
TOTAL FEE	\$

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

JACOB P. VIEAU 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 <u>VIEAU</u>	(First) <u>JACOB</u>	(Middle Name) <u>PETER</u>	Home Address (Street, City or Post Office, & Zip Code) -
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	(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)

1. Trade Name JAKE'S PLACE Business Phone Number (920) 425-4948
2. Address of Premises 1000 GEORGE ST Post Office & Zip Code DEPERE 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.)

KITCHEN, GARAGE, BASEMENT, REAR LOT
CAFE, BAR AREA, FRONT SIDEWALK CAFE

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? C & C PUB AND GRILL

GREGORY J. CORNELL & JACOB P. VIEAU

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 employee 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 WI and date 4/25/22 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** ☐ Yes ☒ No
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.) <u>NEAU, JACOB P.</u>	Title/Member <u>OWNER</u>	Date <u>06/06/2022</u>
Signature <u>JACOB NEAU</u>	Phone Number <u>(920) 362-8270</u>	Email Address <u>jacobneau@yahoo.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>6/6/22</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Renewal Alcohol Beverage License Application

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

For the license period beginning: _____ ending: 06/30/2023
(mm dd yyyy) (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 ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

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)
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)
<u>Land S Enterprises of Green Bay LLC</u>	<u>1237 S Broadway Green Bay WI, 54304</u>

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)
<u>Coopman</u>	<u>Lori</u>	<u>Lynn</u>	

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)
<u>Coopman</u>	<u>Lori</u>	<u>Lynn</u>	
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Reckelberg</u>	<u>Scott</u>	<u>David</u>	
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

- Trade Name Get Reck'd Business Phone Number 920-425-4518
- Address of Premises 617 Birch St Post Office & Zip Code De Pere WI 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- 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.)
Bar, Basement, backroom

Applicant's Wisconsin Seller's Permit Number

456-1030845638-02

FEIN Number

87-3336546

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	\$ <u>30</u>
TOTAL FEE	\$

5. Legal description (omit if street address is given on previous page): _____

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? ☒ Yes ☐ No
[phone (608) 266-2776]

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? ☐ Yes ☒ No

(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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.) Coopman, Lori L	Title / Member owner	Date 5/12/2022
Signature Lori L Coopman	Phone Number 920-401-1322	Email Address lcoopman@hotmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 5/17/22	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7/1/2022 ending: 6/30/2023
(mm dd yyyy) (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 ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

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)
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)
<u>La Vie Carrie, LLC</u>	

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)
<u>Cameron-McDonald</u>	<u>Carrie</u>	<u>Ann</u>	

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)
<u>Cameron-McDonald</u>	<u>Carrie</u>	<u>Ann</u>	
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

- Trade Name La Vie Taverne Business Phone Number 920-403-1770
- Address of Premises 421 George St. #101 Post Office & Zip Code De Pere, 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- 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.) 1450 sq foot bar, Seating - Supply room, Outdoor Seating under overhang; sidewalks on south and east side of building immediately adjacent to the leased premises (see attached map).

5. Legal description (omit if street address is given on previous page): 421 George St. # 101
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
- Prior license was for period 5/1/22 - 6/30/22,
not a full year.
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
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? ☐ Yes ☒ No
- (Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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
<u>Cameron-McDonald, Carrie, A.</u>	<u>Owner</u>	<u>5-16-22</u>
Signature	Phone Number	Email Address
<u>Carrie Cameron McDonald</u>	<u>920-227-8639</u>	<u>CarrieC1234@Live.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
<u>5-19-22</u>		
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 _____

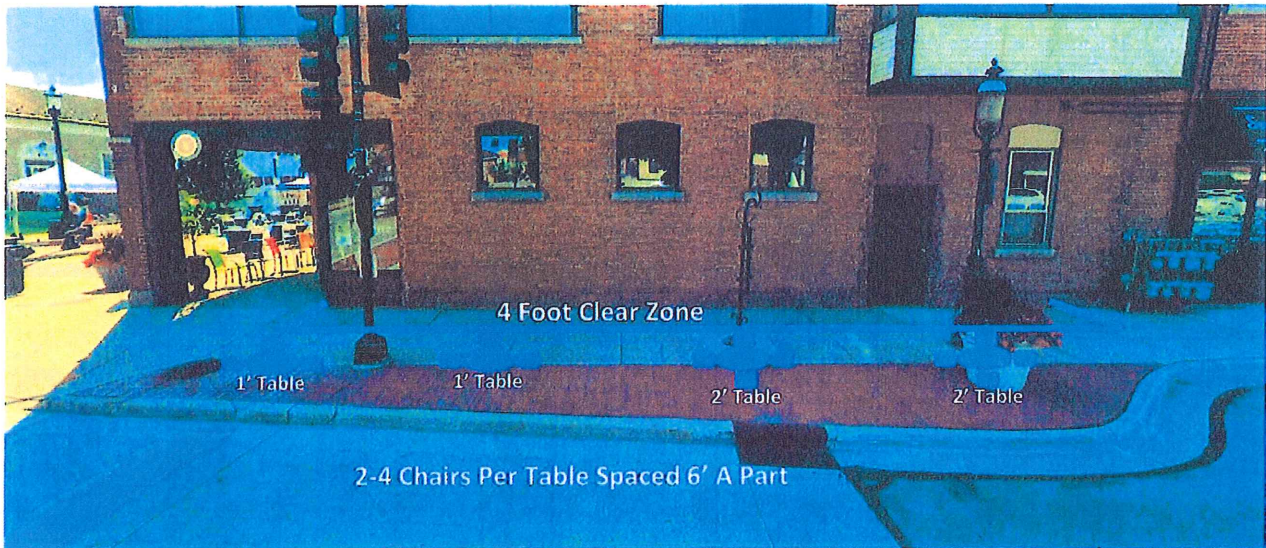




Exhibit A
Page 2 of 2

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07/01/2022 ending: 06/30/2024
(mm dd yyyy) (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 ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

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)
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)
<u>Little Mexico of East De Pere LLC</u>	<u>310 N. Wisconsin St. De Pere WI 54115</u>

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)
<u>Carranza Valencia</u>	<u>Marco</u>	<u>Antonio</u>	

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)
<u>Martinez Suarez</u>	<u>Gustavo</u>		
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Carranza Valencia</u>	<u>Marco</u>	<u>Antonio</u>	
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Carranza Valencia</u>	<u>Anisico</u>		
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)
<u>Parva</u>	<u>Gabriela</u>		
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

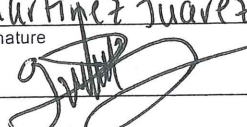
C. Business Information

- Trade Name Little Mexico of East De Pere LLC Business Phone Number 920-425-4162
- Address of Premises 310 N. Wisconsin St. Suite F, De Pere WI 54115 Post Office & Zip Code 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- 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.)

Alcohol beverages are located & stored in coolers in the back behind the bar area & side from the bar area. Additional beverages are stored in walking cooler in kitchen or in a back room in kitchen area

5. Legal description (omit if street address is given on previous page): _____
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? ☒ Yes ☐ No
[phone (608) 266-2776]
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? ☐ Yes ☒ No
- (Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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.) Martinez Juarez, Gustavo	Title / Member Member	Date 05/25/2022
Signature 	Phone Number 920-288-9163	Email Address littlemexicoofdeper@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 5/27/22	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07/01/2022 ending: 06/30/2023
(mm dd/yyyy) (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 ☐ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last) <u>GAJESKI</u>	(First) <u>DENISE</u>	(Middle Name) <u>AGNES</u>	Home Address (Street, City or Post Office, & Zip Code)
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 <u>DKB ENTERTAINMENT, LLC</u>	Address of Corporation / Limited Liability Company (if different from licensed premises) <u>846 ELM ST, DE PERE 54115</u>
--	--

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 <u>GAJESKI</u>	(First) <u>DENISE</u>	(Middle Name) <u>AGNES</u>	Home Address (Street, City or Post Office, & Zip Code)
-----------------------------------	--------------------------	-------------------------------	--

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

President / Member Last Name <u>GAJESKI</u>	(First) <u>DENISE</u>	(Middle Name) <u>AGNES</u>	Home Address (Street, City or Post Office, & Zip Code)
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

- Trade Name SIDEKICKS Bar & Grill Business Phone Number 920-336-9556
- Address of Premises 930 MAIN Post Office & Zip Code DE PERE 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- 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.) BAR, LIQUOR ROOM, INDOOR COOLERS, PATIO (EAST SIDE OF BUILDING)

Applicant's Wisconsin Seller's Permit Number

456-0000442958-02

FEIN Number

03-0409714

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	\$ <u>30</u>
TOTAL FEE	

5. Legal description (omit if street address is given on previous page): _____

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? ☒ Yes ☐ No
[phone (608) 266-2776]

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? ☐ Yes ☒ No

(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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.) GAJESKI, DENISE A.	Title / Member OWNER	Date 4/21/2022
Signature <i>Denise A. Gajeski</i>	Phone Number 920-655-1282	Email Address sudsKicks@gmail

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 5/16/22	Date reported to council / board	Date license granted
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 _____

Renewal Alcohol Beverage License Application

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

For the license period beginning: June 30, 2022 ending: June 30, 2023
(mm dd yyyy) (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 ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

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)
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)
<u>Stella's ON MAIN</u>	<u>401 MAIN AV</u>

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)
<u>SCHLEIS</u>	<u>WILLIAM</u>	<u>J</u>	

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)
<u>SCHLEIS</u>	<u>WILLIAM</u>	<u>J</u>	
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 Stella's ON MAIN Business Phone Number: 920-737-2898

2. Address of Premises 401 MAIN AV. Post Office & Zip Code DePere 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.)
FRONT Pub, Rear Restaurant & Garden

Applicant's Wisconsin Seller's Permit Number <u>456-1027795352-02</u>	
FEIN Number <u>45-5091-340</u>	
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	\$ <u>540.00</u>
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>30.00</u>
TOTAL FEE	\$ <u>570.00</u>

5. Legal description (omit if street address is given on previous page): _____
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? ☒ Yes ☐ No
[phone (608) 266-2776]
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? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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.) SCHLEIS WILLIAM J.	Title / Member President	Date MAY 26, 2022
Signature William J. Schleis	Phone Number 920-737-2898	Email Address BILL@SCHLEIS.COM

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 5/27/22	Date reported to council / board	Date license granted
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 _____

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07/01/2022 ending: 06/30/2023
(mm dd yyyy) (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 ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

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)
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 <u>NostraCremona, LLC</u>	Address of Corporation / Limited Liability Company (if different from licensed premises) <u>941 Lawton Place, De Pere WI 54115</u>
--	---

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 <u>Krans</u>	(First) <u>Andrew</u>	(Middle Name) <u>Ty</u>	Home Address (Street, City or Post Office, & Zip Code)
---------------------------------	--------------------------	----------------------------	--

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

President / Member Last Name <u>Krans</u>	(First) <u>Andrew</u>	(Middle Name) <u>Ty</u>	Home Address (Street, City or Post Office, & Zip Code)
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 Strada Pizzeria Business Phone Number 920-371-5032

2. Address of Premises 109 N. Broadway Street Post Office & Zip Code De Pere WI 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.)

600 sq ft commercial space with added exterior outdoor seating as approved in 2021 by the city of De Pere. Add 529 interior space former Baffi Di Lucio area plus 400 sq ft extra space rear alley.

Applicant's Wisconsin Seller's Permit Number <u>456-1029567548-02</u>	
FEIN Number <u>82-3325315</u>	
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	\$
TOTAL FEE	\$

5. Legal description (omit if street address is given on previous page): _____

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? ☒ Yes ☐ No
[phone (608) 266-2776]

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

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.) Krans, Andrew T.	Title / Member Owner	Date 5-25-22
Signature 	Phone Number 920-371-5032	Email Address ATKrans@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 5/27/20	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

1.a

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 _____

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7-1-22 ending: 6-30-23
(mm dd yyyy) (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 ☐ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last) <u>DeCher</u>	(First) <u>Greg</u>	(Middle Name) <u>J</u>	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last) <u>DeCher</u>	(First) <u>Ann</u>	(Middle Name) <u>M</u>	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 <u>JPG Inc</u>	Address of Corporation / Limited Liability Company (if different from licensed premises) <u>875 Heritage Road DP</u>
---	---

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 <u>DeCher</u>	(First) <u>Greg</u>	(Middle Name) <u>J</u>	Home Address (Street, City or Post Office, & Zip Code)
----------------------------------	------------------------	---------------------------	--

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

President / Member Last Name <u>DeCher</u>	(First) <u>Greg</u>	(Middle Name) <u>J</u>	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name <u>DeCher</u>	(First) <u>Ann</u>	(Middle Name) <u>M</u>	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 Swan Club / Island Sushi Business Phone Number 920 336-1531
2. Address of Premises 875 Heritage Road Post Office & Zip Code De Pere 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.) Legend Banquet Hall

(now being used by CSP) Swan Club Banquet Hall, Island Sushi Restaurant
Patio Area (East Side Building) Car Port Area, Basement
Tables by car port Area.

5. Legal description (omit if street address is given on previous page): _____

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? ☒ Yes ☐ No
[phone (608) 266-2776]

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? ☐ Yes ☒ No

(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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.) <i>DeChene Grey A.</i>	Title / Member <i>President</i>	Date <i>5-17-22</i>
Signature <i>Grey A DeChene</i>	Phone Number <i>920336-1531</i>	Email Address <i>gjdechene5@aol.com</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>5/19/22</i>	Date reported to council / board	Date license granted
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: June 21, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: D. Class "B" Fermented Malt Beverage & "Class C" Wine License

ATTACHMENTS:

- Class B Beer & Class C Wine Application_6_21_22 (PDF)

**CLASS "B" BEER AND
"CLASS C" WINE
LICENSE RENEWALS
FOR THE 2022-2023
LICENSING PERIOD**

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07-01-2022 ending: 6-30-2023
(mm dd yyyy) (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 ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last) <u>Wasspeters</u>	(First) <u>Heather</u>	(Middle Name) <u>Ann</u>	Home Address (Street, City or Post Office, & Zip Code)
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 <u>Aurora Rose LLC</u>	Address of Corporation / Limited Liability Company (if different from licensed premises)
---	--

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 <u>Wasspeters</u>	(First) <u>Heather</u>	(Middle Name) <u>Ann</u>	Home Address (Street, City or Post Office, & Zip Code)
--------------------------------------	---------------------------	-----------------------------	--

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)
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

- Trade Name Alpha Delights Business Phone Number 920 339 9144
- Address of Premises 143 N Wisconsin St Post Office & Zip Code De Pere 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐

- 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.)

Leased space in Lee Building operated as a cafe/Bakery. Consumption would occur in dining area and storage is in private locked room in the basement

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☒ Class C wine <u>Combo</u>	\$ <u>180.00</u>
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>30.00</u>
TOTAL FEE	\$ <u>210.00</u>

8170436

5. Legal description (omit if street address is given on previous page): _____
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? ☒ Yes ☐ No
[phone (608) 266-2776]
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? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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.) <i>Weisspeters, Heather A</i>	Title / Member <i>Owner</i>	Date <i>4-27-22</i>
Signature 	Phone Number <i>920 217 9475</i>	Email Address <i>hweisspeters@gmail.com</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>5/26/22</i>	Date reported to council / board	Date license granted
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: June 21, 2022

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Voucher approval.

ATTACHMENTS:

- 6-21-2022 VOUCHERS (PDF)

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8410	1ST CHOICE PEST CONTROL I-21725	1ST CHOICE PEST CONTROL	R	6/21/2022		185.00CR	099275	185.00
0302	AIRGAS USA LLC I-9988482435	AIRGAS USA LLC	R	6/21/2022		572.19CR	099276	572.19
8362	AURORA HEALTH CARE I-202206133065	AURORA HEALTH CARE	R	6/21/2022		25.00CR	099277	25.00
1698	B A T I I-5704	B A T I	R	6/21/2022		468.75CR	099278	468.75
0019	BADGER POPCORN & CONC SUPPLY INC I-485960 I-486641 I-486641-1 I-486643	BADGER POPCORN & CONC SUPPLY I BADGER POPCORN & CONC SUPPLY I BADGER POPCORN & CONC SUPPLY I BADGER POPCORN & CONC SUPPLY I	R R R R	6/21/2022 6/21/2022 6/21/2022 6/21/2022		472.75CR 601.78CR 192.70CR 472.29CR	099279 099279 099279 099279	 1,739.52
6404	BAY AREA TESTING & CONSULTING LLC I-5592 I-5593	BAY AREA TESTING & CONSULTING BAY AREA TESTING & CONSULTING	R R	6/21/2022 6/21/2022		622.60CR 508.50CR	099280 099280	 1,131.10
0027	BAY TOWEL INC I-4344387 I-4350648	BAY TOWEL INC BAY TOWEL INC	R R	6/21/2022 6/21/2022		184.36CR 184.36CR	099281 099281	 368.72
7889	JOSEPH BEARD I-202206133066	JOSEPH BEARD	R	6/21/2022		175.00CR	099282	175.00
6473	BEAVER OF WISCONSIN INC I-108520	BEAVER OF WISCONSIN INC	R	6/21/2022		205.00CR	099283	205.00
4825	BIKE GUY, THE I-823083	BIKE GUY, THE	R	6/21/2022		147.00CR	099284	147.00
0033	BIRDSEYE DAIRY INC I-142781 I-142783	BIRDSEYE DAIRY INC BIRDSEYE DAIRY INC	R R	6/21/2022 6/21/2022		674.69CR 2,324.23CR	099285 099285	 2,998.92
1532	BOBCAT PLUS INC I-IG46815	BOBCAT PLUS INC	R	6/21/2022		55.04CR	099286	55.04

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3008	BOUND TREE MEDICAL LLC							
	I-84537704	BOUND TREE MEDICAL LLC	R	6/21/2022		35.18CR	099287	35.18
0038	BROADWAY AUTOMOTIVE INC							
	I-590490PX1	BROADWAY AUTOMOTIVE INC	R	6/21/2022		46.59CR	099288	46.59
0039	BROOKS TRACTOR INC							
	I-D02192	BROOKS TRACTOR INC	R	6/21/2022		131.88CR	099289	131.88
2944	BROWN COUNTY JAIL							
	I-DEPERE052022	BROWN COUNTY JAIL	R	6/21/2022		80.00CR	099290	80.00
0046	BROWN COUNTY PORT & RESOURCE RECOVERY							
	I-50526	BROWN COUNTY PORT & RESOURCE R	R	6/21/2022		17,925.74CR	099291	
	I-50956	BROWN COUNTY PORT & RESOURCE R	R	6/21/2022		14,967.32CR	099291	32,893.06
6061	CARRICO AQUATIC RESOURCES INC							
	I-20222796	CARRICO AQUATIC RESOURCES INC	R	6/21/2022		4,000.00CR	099292	
	I-20222797	CARRICO AQUATIC RESOURCES INC	R	6/21/2022		4,250.00CR	099292	
	I-20222846	CARRICO AQUATIC RESOURCES INC	R	6/21/2022		160.00CR	099292	
	I-20222989	CARRICO AQUATIC RESOURCES INC	R	6/21/2022		720.00CR	099292	9,130.00
0536	CDW GOVERNMENT INC							
	I-W678811	CDW GOVERNMENT INC	R	6/21/2022		907.72CR	099293	
	I-X047677	CDW GOVERNMENT INC	R	6/21/2022		1,054.82CR	099293	
	I-X110325	CDW GOVERNMENT INC	R	6/21/2022		335.09CR	099293	
	I-X169077	CDW GOVERNMENT INC	R	6/21/2022		37.27CR	099293	
	I-X228797	CDW GOVERNMENT INC	R	6/21/2022		20.52CR	099293	
	I-X232744	CDW GOVERNMENT INC	R	6/21/2022		458.88CR	099293	
	I-X238136	CDW GOVERNMENT INC	R	6/21/2022		35.92CR	099293	
	I-X246778	CDW GOVERNMENT INC	R	6/21/2022		8.05CR	099293	
	I-X376066	CDW GOVERNMENT INC	R	6/21/2022		41.82CR	099293	2,900.09
0520	CENTRAL BROWN COUNTY WATER AUTHORITY							
	I-3262	CENTRAL BROWN COUNTY WATER AUT	R	6/21/2022		1,442.73CR	099294	1,442.73
7693	CERTAPRO PAINTERS							
	I-5046	CERTAPRO PAINTERS	R	6/21/2022		1,000.46CR	099295	
	I-5052	CERTAPRO PAINTERS	R	6/21/2022		603.57CR	099295	1,604.03
8443	CINTAS							
	I-4120043438	CINTAS	R	6/21/2022		38.85CR	099296	38.85

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8800	CIVICPLUS LLC I-227493	CIVICPLUS LLC	R	6/21/2022		666.55CR	099297	666.55
2708	CLEANING SOLUTION SERVICES INC I-22334 I-22343 I-22344 I-22349	CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC	R R R R	6/21/2022 6/21/2022 6/21/2022 6/21/2022		286.72CR 1,436.94CR 1,758.93CR 2,218.50CR	099298 099298 099298 099298	 5,701.09
7997	COMPLETE OFFICE I-AR41767 I-AR41768 I-AR41769 I-AR41770	COMPLETE OFFICE COMPLETE OFFICE COMPLETE OFFICE COMPLETE OFFICE	R R R R	6/21/2022 6/21/2022 6/21/2022 6/21/2022		44.95CR 118.03CR 52.23CR 82.98CR	099299 099299 099299 099299	 298.19
7639	CORE & MAIN LP I-Q942177 I-R007127	CORE & MAIN LP CORE & MAIN LP	R R	6/21/2022 6/21/2022		775.00CR 1,060.00CR	099300 099300	 1,835.00
8016	TYLER DAWSON I-202206133067	TYLER DAWSON	R	6/21/2022		37.80CR	099301	37.80
0073	DE PERE WATER DEPT I-202206133068	DE PERE WATER DEPT	R	6/21/2022		4,655.04CR	099302	4,655.04
3590	LAWRENCE DELO I-202206133069	LAWRENCE DELO	R	6/21/2022		197.74CR	099303	197.74
0075	DIGGERS HOTLINE INC I-220 5 36401	DIGGERS HOTLINE INC	R	6/21/2022		1,086.84CR	099304	1,086.84
8801	EASTERN METAL OF ELMIRA I-66901-S	EASTERN METAL OF ELMIRA	R	6/21/2022		680.24CR	099305	680.24
3782	EMBLEM ENTERPRISES INC I-853554	EMBLEM ENTERPRISES INC	R	6/21/2022		334.76CR	099306	334.76
0085	EMERGENCY MEDICAL PRODUCTS INC I-2341705	EMERGENCY MEDICAL PRODUCTS INC	R	6/21/2022		547.45CR	099307	547.45
0086	ERC INC I-ERC-0622-1067	ERC INC	R	6/21/2022		494.45CR	099308	494.45

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3597	EVIDENT INC. I-190804A	EVIDENT INC.	R	6/21/2022		91.25CR	099309	91.25
7422	EXCEL UNDERGROUND LLC I-9783	EXCEL UNDERGROUND LLC	R	6/21/2022		10,301.53CR	099310	10,301.53
6497	FIRE SAFETY USA INC I-160211	FIRE SAFETY USA INC	R	6/21/2022		155.45CR	099311	155.45
0098	FLY ME FLAG CO INC I-7810	FLY ME FLAG CO INC	R	6/21/2022		299.00CR	099312	299.00
0105	FOX SPECIALTY COMPANY I-489701	FOX SPECIALTY COMPANY	R	6/21/2022		34.03CR	099313	34.03
3655	FUN EXPRESS LLC I-717048653-01	FUN EXPRESS LLC	R	6/21/2022		55.09CR	099314	55.09
0562	GALLS LLC I-21115959	GALLS LLC	R	6/21/2022		634.24CR	099315	634.24
8802	GFC LEASING - WI I-I00738195	GFC LEASING - WI	R	6/21/2022		198.74CR	099316	198.74
6923	GORDON FLESCH COMPANY INC. I-IN13740633	GORDON FLESCH COMPANY INC.	R	6/21/2022		211.00CR	099317	211.00
0116	GRAINGER INC I-9325014471 I-9332922500	GRAINGER INC GRAINGER INC	R R	6/21/2022 6/21/2022		74.78CR 173.00CR	099318 099318	 247.78
0119	GREATER GREEN BAY CHAMBER I-198796	GREATER GREEN BAY CHAMBER	R	6/21/2022		500.00CR	099319	500.00
0124	GREEN BAY CITY TREASURER I-155624	GREEN BAY CITY TREASURER	R	6/21/2022		17,679.00CR	099320	17,679.00
3889	GREEN BAY PIPE & TV CONTRACTORS LLC I-22-15 (1) FINAL	GREEN BAY PIPE & TV CONTRACTOR	R	6/21/2022		40,729.11CR	099321	40,729.11
4826	GUSTAVE A LARSON CO I-4766931	GUSTAVE A LARSON CO	R	6/21/2022		69.23CR	099322	69.23

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5674	HOME TEAM SPORTS & APPAREL INC I-43177	HOME TEAM SPORTS & APPAREL INC	R	6/21/2022		21.00CR	099323	21.00
5484	HYDROCORP INC I-67073-IN	HYDROCORP INC	R	6/21/2022		2,787.00CR	099324	2,787.00
8803	ILLINOIS TOLLWAY I-VN5903980064	ILLINOIS TOLLWAY	R	6/21/2022		19.70CR	099325	19.70
1399	INDOFF INC I-3565836 I-3567670 I-3569974 I-3570391 I-3570650 I-3571047 I-3571742 I-3572539	INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC	R R R R R R R R	6/21/2022 6/21/2022 6/21/2022 6/21/2022 6/21/2022 6/21/2022 6/21/2022 6/21/2022		33.42CR 148.52CR 251.59CR 183.00CR 14.95CR 26.49CR 88.56CR 107.52CR	099326 099326 099326 099326 099326 099326 099326 099326	854.05
2602	JOSSART BROTHERS INC I-22-01 (1)	JOSSART BROTHERS INC	R	6/21/2022		277,451.78CR	099327	277,451.78
1276	JX ENTERPRISES INC C-14216457P I-14198827P I-14204471P I-14213643P I-14214958P I-14215405P I-14215450P I-14215453P I-14215454P I-14215460P I-14215564P	JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC	R R R R R R R R R R R R	6/21/2022 6/21/2022 6/21/2022 6/21/2022 6/21/2022 6/21/2022 6/21/2022 6/21/2022 6/21/2022 6/21/2022 6/21/2022 6/21/2022		28.99 3.60CR 480.38CR 283.99CR 60.00CR 28.99CR 40.91CR 16.51CR 21.21CR 92.99CR 19.56CR	099328 099328 099328 099328 099328 099328 099328 099328 099328 099328 099328 099328	1,019.15
3986	KIMPS ACE HARDWARE CORP I-393603	KIMPS ACE HARDWARE CORP	R	6/21/2022		2,144.24CR	099329	2,144.24
0153	LAFORCE INC I-1193814	LAFORCE INC	R	6/21/2022		328.00CR	099330	328.00
6577	LAKELAND LAWN CARE I-107141	LAKELAND LAWN CARE	R	6/21/2022		1,365.00CR	099331	1,365.00

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1	LOM, REBECCA							
	I-202206133070	SEC DEPOSIT	R	6/21/2022		50.00CR	099332	50.00
8808	ISMAEL LOMEII LOPEZ							
	I-202206143091	ISMAEL LOMEII LOPEZ	R	6/21/2022		155.00CR	099333	155.00
7185	M3 INSURANCE SOLUTIONS, INC.							
	I-78554	M3 INSURANCE SOLUTIONS, INC.	R	6/21/2022		85,044.00CR	099334	85,044.00
1	MASCHKE, ALEX							
	I-202206133071	WORK PERMIT	R	6/21/2022		10.00CR	099335	10.00
8744	MATHEWSON MONUMENTS							
	I-202206133072	MATHEWSON MONUMENTS	R	6/21/2022		750.00CR	099336	750.00
4254	MEACHAM NURSERY							
	I-IV22-8623	MEACHAM NURSERY	R	6/21/2022		7,116.00CR	099337	7,116.00
0173	MENARDS INC							
	C-99705	MENARDS INC	R	6/21/2022		75.66	099338	
	I-98724	MENARDS INC	R	6/21/2022		22.99CR	099338	
	I-99019	MENARDS INC	R	6/21/2022		18.49CR	099338	
	I-99055	MENARDS INC	R	6/21/2022		84.99CR	099338	
	I-99130	MENARDS INC	R	6/21/2022		27.98CR	099338	
	I-99159	MENARDS INC	R	6/21/2022		5.47CR	099338	
	I-99321	MENARDS INC	R	6/21/2022		266.71CR	099338	
	I-99640	MENARDS INC	R	6/21/2022		4.48CR	099338	
	I-99652	MENARDS INC	R	6/21/2022		3.95CR	099338	
	I-99654	MENARDS INC	R	6/21/2022		90.96CR	099338	450.36
4946	MERRILL EQUIPMENT CO							
	I-55826	MERRILL EQUIPMENT CO	R	6/21/2022		8,112.91CR	099339	8,112.91
7945	MITCHELL1							
	I-27585123	MITCHELL1	R	6/21/2022		700.39CR	099340	700.39
2744	MSA PROFESSIONAL SERVICES INC							
	I-R09441026.0 - 1	MSA PROFESSIONAL SERVICES INC	R	6/21/2022		4,026.25CR	099341	4,026.25
8431	MULTI MEDIA CHANNELS LLC							
	I-46438	MULTI MEDIA CHANNELS LLC	R	6/21/2022		648.38CR	099342	
	I-IN73541	MULTI MEDIA CHANNELS LLC	R	6/21/2022		55.89CR	099342	704.27

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7974	JEREMY MURASKI							
	I-202206133073	JEREMY MURASKI	R	6/21/2022		18.96CR	099343	18.96
7129	NELSON TACTICAL							
	I-2528	NELSON TACTICAL	R	6/21/2022		87.25CR	099344	
	I-2579	NELSON TACTICAL	R	6/21/2022		125.87CR	099344	
	I-2580	NELSON TACTICAL	R	6/21/2022		378.05CR	099344	
	I-2581	NELSON TACTICAL	R	6/21/2022		596.00CR	099344	1,187.17
8749	NEUMAN POOLS INC							
	I-37659	NEUMAN POOLS INC	R	6/21/2022		10,622.85CR	099345	10,622.85
0531	NORTHEAST AUTO PARTS INC							
	C-366657	NORTHEAST AUTO PARTS INC	R	6/21/2022		27.50	099346	
	C-366763	NORTHEAST AUTO PARTS INC	R	6/21/2022		148.00	099346	
	I-366709	NORTHEAST AUTO PARTS INC	R	6/21/2022		14.24CR	099346	
	I-366760	NORTHEAST AUTO PARTS INC	R	6/21/2022		59.04CR	099346	
	I-366928	NORTHEAST AUTO PARTS INC	R	6/21/2022		15.35CR	099346	
	I-367012	NORTHEAST AUTO PARTS INC	R	6/21/2022		7.88CR	099346	
	I-367134	NORTHEAST AUTO PARTS INC	R	6/21/2022		25.18CR	099346	
	I-367161	NORTHEAST AUTO PARTS INC	R	6/21/2022		62.10CR	099346	
	I-367162	NORTHEAST AUTO PARTS INC	R	6/21/2022		7.88CR	099346	
	I-367193	NORTHEAST AUTO PARTS INC	R	6/21/2022		15.34CR	099346	
	I-367257	NORTHEAST AUTO PARTS INC	R	6/21/2022		8.99CR	099346	
	I-367293	NORTHEAST AUTO PARTS INC	R	6/21/2022		116.76CR	099346	
	I-367309	NORTHEAST AUTO PARTS INC	R	6/21/2022		36.99CR	099346	
	I-367312	NORTHEAST AUTO PARTS INC	R	6/21/2022		118.08CR	099346	
	I-367358	NORTHEAST AUTO PARTS INC	R	6/21/2022		64.44CR	099346	
	I-367457	NORTHEAST AUTO PARTS INC	R	6/21/2022		20.69CR	099346	
	I-367461	NORTHEAST AUTO PARTS INC	R	6/21/2022		39.94CR	099346	
	I-367466	NORTHEAST AUTO PARTS INC	R	6/21/2022		244.46CR	099346	
	I-367487	NORTHEAST AUTO PARTS INC	R	6/21/2022		53.18CR	099346	
	I-367490	NORTHEAST AUTO PARTS INC	R	6/21/2022		56.98CR	099346	
	I-367530	NORTHEAST AUTO PARTS INC	R	6/21/2022		200.80CR	099346	
	I-368033	NORTHEAST AUTO PARTS INC	R	6/21/2022		14.99CR	099346	1,007.81
VOID	VOID CHECK		V	6/21/2022			099347	**VOID**
5433	NORTHEAST WI TECH COLLEGE							
	I-CS36007	NORTHEAST WI TECH COLLEGE	R	6/21/2022		972.00CR	099348	972.00
6452	JACOB NOWAK							
	I-202206133074	JACOB NOWAK	R	6/21/2022		475.00CR	099349	
	I-202206133075	JACOB NOWAK	R	6/21/2022		141.93CR	099349	616.93

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8019	OFFICE ENTERPRISES INC I-510673	OFFICE ENTERPRISES INC	R	6/21/2022		56.53CR	099350	56.53
2788	CHAD OPICKA I-202206143076	CHAD OPICKA	R	6/21/2022		298.86CR	099351	298.86
8327	OSBURN ASSOCIATES INC I-293521	OSBURN ASSOCIATES INC	R	6/21/2022		691.50CR	099352	691.50
1331	PACKER FASTENER & SUPPLY INC I-698381	PACKER FASTENER & SUPPLY INC	R	6/21/2022		118.39CR	099353	118.39
1631	JOEL PANSIER I-202206143077	JOEL PANSIER	R	6/21/2022		79.13CR	099354	79.13
0202	PEPSI COLA OF GREEN BAY I-92138642 I-92138643 I-92138973	PEPSI COLA OF GREEN BAY PEPSI COLA OF GREEN BAY PEPSI COLA OF GREEN BAY	R R R	6/21/2022 6/21/2022 6/21/2022		518.58CR 893.95CR 12.17CR	099355 099355 099355	1,424.70
8805	KYLE PHILLIPS I-202206143078	KYLE PHILLIPS	R	6/21/2022		50.60CR	099356	50.60
0209	POOL WORKS INC I-227028-1 I-227840-1 I-228926-1	POOL WORKS INC POOL WORKS INC POOL WORKS INC	R R R	6/21/2022 6/21/2022 6/21/2022		116.97CR 97.98CR 49.98CR	099357 099357 099357	264.93
1246	PREVEA HEALTH I-138049	PREVEA HEALTH	R	6/21/2022		615.30CR	099358	615.30
8067	QUADIENT LEASING USA INC I-N9423097 I-N9423116	QUADIENT LEASING USA INC QUADIENT LEASING USA INC	R R	6/21/2022 6/21/2022		320.67CR 641.34CR	099359 099359	962.01
7923	QUEST DIAGNOSTICS I-T 1435011	QUEST DIAGNOSTICS	R	6/21/2022		109.62CR	099360	109.62
1434	PAULA RAHN I-202206143079	PAULA RAHN	R	6/21/2022		611.96CR	099361	611.96
8806	RECON POWER BIKES I-11524	RECON POWER BIKES	R	6/21/2022		9,974.00CR	099362	9,974.00

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PACKET: 06787 JUN 2022 COUNCIL - 2 6-21-22

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6971	RENNERT'S FIRE EQUIP SERV INC. I-45146	RENNERT'S FIRE EQUIP SERV INC.	R	6/21/2022		773.00CR	099363	773.00
0228	RENT A FLASH OF WISCONSIN INC I-80669	RENT A FLASH OF WISCONSIN INC	R	6/21/2022		626.48CR	099364	626.48
0222	RNOW INC I-2022-62700	RNOW INC	R	6/21/2022		93.19CR	099365	93.19
5867	COREY RODEWALD I-202206143081	COREY RODEWALD	R	6/21/2022		54.80CR	099366	54.80
0235	SAINT VINCENT HOSPITAL I-1789	SAINT VINCENT HOSPITAL	R	6/21/2022		57.71CR	099367	57.71
8340	BETTY SELLENHEIM I-202206143082	BETTY SELLENHEIM	R	6/21/2022		38.14CR	099368	38.14
3545	SHORT ELLIOTT HENDRICKSON INC I-427413	SHORT ELLIOTT HENDRICKSON INC	R	6/21/2022		5,928.12CR	099369	5,928.12
8350	MATT SMITH I-202206143083	MATT SMITH	R	6/21/2022		29.55CR	099370	29.55
8782	STANARD & ASSOCIATES INC I-SA000050713	STANARD & ASSOCIATES INC	R	6/21/2022		312.00CR	099371	312.00
4094	STATE BAR OF WISCONSIN I-5109903	STATE BAR OF WISCONSIN	R	6/21/2022		51.08CR	099372	51.08
0257	STREICHER'S INC I-I1569897	STREICHER'S INC	R	6/21/2022		19.99CR	099373	19.99
0415	TRI CITY GLASS INC I-I04-0526-85747	TRI CITY GLASS INC	R	6/21/2022		369.00CR	099374	369.00
0268	TRUCK EQUIPMENT INC I-1003523-00 I-1005019-00	TRUCK EQUIPMENT INC TRUCK EQUIPMENT INC	R R	6/21/2022 6/21/2022		106.77CR 80.70CR	099375 099375	 187.47
6900	TURRIFF PLUMBING INC. I-804	TURRIFF PLUMBING INC.	R	6/21/2022		589.24CR	099376	589.24

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0416	TWIRL SEWER SERVICE I-202206143084	TWIRL SEWER SERVICE	R	6/21/2022		165.00CR	099377	165.00
0272	UNIFORM SHOPPE INC I-321520 I-321617 I-322032	UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC	R R R	6/21/2022 6/21/2022 6/21/2022		899.95CR 4.95CR 117.90CR	099378 099378 099378	 1,022.80
1	VANDEHEI, MARISSA I-202206143085	WORK PERMIT	R	6/21/2022		10.00CR	099379	10.00
8430	VANDEN LANGENBERG CONST LLC I-202206143086	VANDEN LANGENBERG CONST LLC	R	6/21/2022		1,150.00CR	099380	1,150.00
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC I-9330	VANDEN PLAS PORTABLE SOLUTIONS	R	6/21/2022		154.49CR	099381	154.49
5772	MELISSA VANDE WETTERING I-202206143087	MELISSA VANDE WETTERING	R	6/21/2022		134.99CR	099382	134.99
3767	VDH ELECTRIC INC I-25737	VDH ELECTRIC INC	R	6/21/2022		7,130.00CR	099383	7,130.00
3707	VIKING ELECTRIC SUPPLY I-S005865942.001 I-S005866091.001	VIKING ELECTRIC SUPPLY VIKING ELECTRIC SUPPLY	R R	6/21/2022 6/21/2022		154.51CR 66.60CR	099384 099384	 221.11
5539	VORPAHL FIRE & SAFETY CORP I-215342053	VORPAHL FIRE & SAFETY CORP	R	6/21/2022		239.84CR	099385	239.84
2645	WI DEPT OF JUSTICE I-202206143088	WI DEPT OF JUSTICE	R	6/21/2022		49.00CR	099386	49.00
0975	WI DEPT OF NATURAL RESOURCES I-405208870-2022-1	WI DEPT OF NATURAL RESOURCES	R	6/21/2022		3,000.00CR	099387	3,000.00
4550	WI EMS ASSOCIATION I-300000886	WI EMS ASSOCIATION	R	6/21/2022		300.00CR	099388	300.00
7710	WI HUMANE SOCIETY I-2284	WI HUMANE SOCIETY	R	6/21/2022		177.00CR	099389	177.00

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VENDOR SET: 01

**** CHECK LISTING ****

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1210	WIL KIL PEST CONTROL							
	I-4397459	WIL KIL PEST CONTROL	R	6/21/2022		113.00CR	099390	
	I-4403271	WIL KIL PEST CONTROL	R	6/21/2022		115.50CR	099390	228.50
8807	TRACY WRUK							
	I-202206143089	TRACY WRUK	R	6/21/2022		100.00CR	099391	100.00
1	ZANON, JUDITH							
	I-202206143090	MAILBOX	R	6/21/2022		75.00CR	099392	75.00
0300	ZARNOTH BRUSH WORKS INC							
	I-189613-IN	ZARNOTH BRUSH WORKS INC	R	6/21/2022		1,048.00CR	099393	1,048.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	118	0.00	591,242.10	591,242.10
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	119	0.00	591,242.10	591,242.10

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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PACKET: 06787 JUN 2022 COUNCIL - 2 6-21-22

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

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

FUND	PERIOD	AMOUNT
100	6/2022	217,146.68CR
201	6/2022	36,225.09CR
208	6/2022	87.80CR
405	6/2022	98,222.68CR
415	6/2022	28,918.38CR
450	6/2022	77.74CR
601	6/2022	135,861.20CR
650	6/2022	74,702.53CR
=====		
ALL		591,242.10CR



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 21, 2022

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Future agenda items.

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

MEETING DATE: June 21, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Resolution #22-58 Authorizing Tax Refund (Sheila McCarron - Parcel ED-124-N-44; 1327 Ridgeway Boulevard).

At its meeting on June 14, 2022, the Finance/Personnel Committee voted unanimously to authorize a tax refund to Claimant, Sheila McCarron, and move the item forward to the Common Council for review, with an authorizing resolution.

ATTACHMENTS:

- Reso22-58 (PDF)
- McCarron tax refund request (PDF)
- De Pere Letter 1327 Ridgeway Blvd_Accurate Appraisal (PDF)
- Sheila McCarron comparison (PDF)

RESOLUTION #22-58

AUTHORIZING TAX REFUND
(Parcel ED-124-N-44; 1327 Ridgeway Boulevard)

WHEREAS, Sheila McCarron, owner of the real property herein, submitted a claim, received by the City Clerk's office on April 27, 2022, for a tax refund for the year 2021 for Tax Parcel ED-124-N-44, a copy of which is attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, a review of such claim has determined that the Claimant's property was erroneously assessed based upon incorrect data and that such erroneous calculation may constitute palpable error under §74.33(a) and (f) Wis. Stats.; and

WHEREAS, even though not timely served upon the City Clerk by January 31 of the year in which the tax is based, the Common Council, acknowledging the palpable error in assessment of incorrect data for the property, wishes to reimburse the Claimant for overpayment of 2021 taxes in the amount of \$2,365.78.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DE PERE THAT:

1. The claim of Sheila McCarron for a property tax refund in the amount of \$2,365.78 for erroneous property taxes paid in 2021 is hereby allowed. No interest on the amount refunded shall be paid.
2. The City of De Pere shall make payment to Sheila McCarron as indicated herein, with said funds to be taken from 2022 unassigned reserves.
3. That all City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Resolution #22-58

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Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of June,
2022.

APPROVED:

Jonathon M. Hansen, Acting Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 06/14/2022

City of De Pere

APR 27 2022

Clerk's Office

To Whom it may concern:

I want to file a claim for my 2021 taxes billed in error. The assessor made a mistake in the description and value of my property. That being said, I am requesting a refund for my 2021 taxes in the amount of \$2365.18.

Thank You!

Shula McLarron
1327 Ridgeway Blvd
De Pere WI 54115
920-265-8183



Ph: 920-749-8098
Email: info@accurateassessor.com

RE: 1327 Ridgeway Blvd
ED-124-N-44

To Whom it May Concern—

It was brought to our attention that the 2021 assessed value for 1327 Ridgeway was assessed higher than the 2021 sale price, which could constitute a palpable error under state statute 74.33 (a) or (f).

A summary of events starts with the assessor reviewing the sale listing in early 2021. The data was changed during the review. The bedroom count was changed to 5 from 4, the kitchen condition changed to Good from Average, and 600 square feet of finished basement living area was added. These changes increased the assessed value to 448,400. The listing was for 369,000.

The house then sold for \$369,000 on 3/15/2021. Notices mailed 3/18/21. The sale was reported after the date notices mailed. The notice mailed to the previous owner, who did not forward to the current owner. Therefore, the current owner was not aware of the open book process and the changed value.

The 2022 assessed value was \$369,000, based on the 2021 sale. If the city proceeded with the error the 2021 assessed value would be \$295,200 based on the 2020 data, and the house did not sell until after notices mailed.

Should a palpable error be filed either the homeowner would be reimbursed the rescinded portion or the city would cover the rescinded portion of the school district, vocational school district, and county. Then a PC-2021 is filed by October 3rd. This form instructs the other taxing entities to make the city whole. The city would get the city portion back by a special item increase on next year's levy limit worksheet.

Please notify me if the city chooses to proceed with the palpable error process and I'll start the paperwork.

Thanks

Josh Sherman
Assessor II

1327 Ridgeway Boulevard - 2021 Assessment and Taxes

	<u>Assessed value</u>	<u>2021 tax rate</u>	<u>gross tax</u>	<u>tax credits deducted</u>	<u>net tax</u>	<u>storm water charge</u>	<u>total tax bill</u>
ORIGINAL	\$448,400	0.015442445	\$6,924.39	-\$198.70	\$6,725.69	\$107.00	\$6,832.69
CORRECTED	\$295,200	0.015442445	\$4,558.61	-\$198.70	\$4,359.91	\$107.00	\$4,466.91

requested refund amount
for taxes billed in error: \$2,365.78



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 21, 2022

DEPARTMENT: Police

FROM: Jeremy Muraski

SUBJECT: Discussion and Possible Action on Hiring Outside Counsel to Assist with Police Department Reorganization.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 21, 2022

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Discussion and Possible Action on Potential Acquisition of Private Property for Public Purposes.
