



Common Council

Regular Meeting

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

Agenda

Tuesday, June 20, 2023

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 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 20, 2023 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 6, 2023 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. Consideration and possible action on the following Community Service Grant applications:
 - A. Sleep in Heavenly Peace, De Pere Chapter - No Kid Sleeps on the Floor in Our Town!
 - B. Kevin Rafferty, Boy Scout Troup #1043 Eagle Scout Project - Constructing Gaga Pit for Altmayer School
6. Recommendation from the Board of Public Works to approve the installation of a fence for Parcel WD-1540.
7. Recommendation from the Board of Public Works to maintain existing City Policy regarding Alderperson Hansen's request to create a policy for reimbursement of resident-completed driveway repairs.
8. Recommendation from the Board of Public Works on award of Contract 23-16 Bridge Rehabilitation to Zenith Tech, Inc in the amount of \$178,290.
9. Recommendation from the Board of Public Works on award of Contract 23-21 Municipal Service Center Flooring Replacement Rebid to Macco's Commercial Interiors in the amount of \$39,089.

10. Recommendation from the Board of Public Works on award of Contract 23-17 Municipal Service Center Complex Gutter Replacement and Roof Repairs Rebid to Security Luebke Roofing, Inc. in the amount of \$53,423.
11. Recommendation from the Board of Public Works to approve Alderperson Hansen's request regarding tree plantings on County and State Highways.
12. Recommendation from the License Committee on renewal applications for the licensing period of July 1, 2023 to June 30, 2024.
 - A. Class "A" Fermented Malt Beverage & "Class A" Intoxicating Liquor Licenses
 - B. Class "B" Beer and "Class C" Wine Licenses
 - C. Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor Licenses
 - D. Class "B" Beer and Reserve "Class B" Liquor Licenses
13. Ordinance #23-08 Repealing and Reenacting Section 6-11 of the De Pere Municipal Code Regarding Telephonic/VideoConference Meeting Attendance.
14. Resolution #23-56 Establishing Non-Lapsing Funds as of December 31, 2022.
15. Resolution #23-57 Approving Organizational Changes from Information Technology to Administration Department for Video Production Specialist and Video Production Assistant Positions and Approving Reclassification of Communication Specialist Position to Communication and Marketing Manager and Corresponding Adjustment to Compensation Plan Grade Level.
16. Resolution #23-58 Approving Grant Agreement for Division of Public Health Contract #60688.
17. Resolution #23-59 Authorizing Agreement for Consulting Services Between the City of De Pere and Emergency Support and Planning, LLC (Fire Department Staffing Study).
18. Resolution #23-60 De Pere Common Council Authorization or Delegation of Payment of Vouchers or Invoices between Council Meetings.
19. Resolution #23-61 Approving Compliance Maintenance Annual Report for Wastewater Collection System.
20. Resolution #23-62 Proposed Water Service Rate Increase.
21. Resolution #23-63 Authorizing Second Amendment to Agreement for Consulting Services Between the City of De Pere and Robert E. Lee, Inc. (Engineering Services - Potential Stream Relocation; Parcel WD-D0077 - Fortune Avenue).
22. Resolution #23-64 Approving Agreement with Greater Green Bay Habitat for Humanity (Rock the Block Program).
23. Voucher approval.
24. Future agenda items.
25. 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
Security Luebke
Maccos Commercial Interiors
Jared Goffard
Zenith Tech, Inc.
Sherr Hines, Sleep in Heavenly Peace WI – De Pere Chapter
Kevin Rafferty, Boy Scout Troop #1043
Basudev Adhikari
Kathleen Schmaltz
Pradip Patel
Daniel Schmidt
Robert Gartzke
Patrick Johnson
Ruth Fameree
Tark Ohja
Heather Weisspeters
Fe Montalvo
Troy Metzler
Greg De Cleene
Lori Coopman
Elizabeth Vandeyacht
Carrie Cameron-McDonald
Kevin Bauer
William Schleis
Kevin Charles
James Kropp



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 20, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the June 6, 2023 Common Council meeting.

ATTACHMENTS:

- 6-6-23 Common Council minutes_draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, June 6, 2023

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 Kunding	Aldersperson	Present	
Shana Defnet Ledvina	Aldersperson	Present	
Devin Perock	Aldersperson	Present	
John Quigley	Aldersperson	Present	
Dean Raasch	Aldersperson	Remote	
James Boyd	Mayor	Present	

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the May 16, 2023 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jonathon Hansen, Aldersperson
SECONDER:	Amy Chandik Kunding, Aldersperson
AYES:	Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch
EXCUSED:	Dan Carpenter

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.

Residents Gerald Brey, Peggy Brey, and Nicole Slavin expressed concern about the volume of traffic on Chicago Street, especially once the Mulva Center opens. The amount of truck traffic is also a concern, since the street is supposed to be a no-truck route from Broadway to Webster. They urged Council members to explore solutions to this problem.

5. Recommendation from the Board of Park Commissioners to accept a \$500 donation from the De Pere Kiwanis to the Recreation Scholarship Fund.

RESULT:	ACCEPTED [UNANIMOUS]
SECONDER:	Amy Chandik Kunding, John Quigley
AYES:	Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch
EXCUSED:	Dan Carpenter

6. Recommendation from the Board of Park Commissioners to accept a \$500 donation from De Pere Lions Club to cover Mischief & Magic Entertainment for one event of the Beer Gardens.

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

7. Recommendation from the Board of Park Commissioners to accept donation of planter box at Voyageur Park from the Beautification Committee valued at \$1,000.

Parks Director Marty Kosobucki noted that staff is working with the Beautification Committee to place signage on the planter, indicating that it is on behalf of long-time committee member Rose Smits.

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

8. Recommendation from the Board of Park Commissioners to direct 2023 Beer Garden revenue to the Nelson Pavilion project.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch
EXCUSED:	Dan Carpenter

9. Recommendation from the Board of Park Commissioners to approve changes to financial awards for Recreation Scholarship Program.

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

10. Recommendation from Finance/Personnel Committee to issue a Request for Proposals (RFP) to hire a consultant to prepare a Locally Funded Revolving Loan Program with the former CDBG - Revolving Loan Fund (RLF).

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

11. Recommendation from Plan Commission to approve an extraterritorial 2-lot certified survey map at 1284 Mid Valley CT in the Town of Lawrence (Parcel L-206-1).

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

12. Recommendation from the License Committee regarding the Liquor License renewal applications for the licensing period of July 1, 2023 to June 30, 2024.

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

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

B. Class "B" Fermented Malt Beverage License

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

C. Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor Licenses

At staff request, the application for Baba Louies is being tabled until the June 20th meeting. Alderperson Gantz moved, seconded by Alderperson Perock to approve the remaining nine applicants.

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

13. Resolution #23-51 Authorizing Extension of Lease Agreement Between the City of De Pere and Brown County Ice Management, Inc.

Parks Director Marty Kosobucki reported that staff will be proposing a study in 2024 of the facility and its condition/life expectancy.

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

14. Resolution #23-52 Authorizing Submission of Wisconsin Department of Natural Resources Recreational Boating Facilities Development/Renovation Grant Application for Perkofski Boat Launch fishing pier refurbishing.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch
EXCUSED:	Dan Carpenter

15. Resolution #23-53 For the Purpose of Funding Affordable Housing and Improving Housing Stock in the City of De Pere.

Development Services Director Dan Lindstrom answered questions about income limits, eligibility, repayment options, and the City's position behind other loans.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch
EXCUSED:	Dan Carpenter

16. Resolution #23-54 Establishing a Brownfield Property Acquisition and Remediation Program.

Development Service Director Dan Lindstrom explained that the intent of the program is to eventually recoup some of the funds after cleaning up and selling the properties. Funds could also be used to apply for other programs.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	John Quigley, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch
EXCUSED:	Dan Carpenter

17. Resolution #23-55 Establishing "Experience De Pere" Business Recruitment Program.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch
EXCUSED:	Dan Carpenter

18. Appointment to the Board of Park Commissioners by Mayor Boyd - Teen Advisor position.

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

19. Voucher approval.

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

20. Future agenda items.

Alderperson Hansen requested a discussion about neighborhood quiet zones, and possibly changing the procedures used to designate them. City Administrator Larry Delo will determine which committee will hear this request.

Alderperson Hansen also requested a discussion on ways to make it easier for officers to use decibel readers in response to noise complaints. This will go to the Finance-Personnel Committee.

21. Adjournment.

Alderperson Ledvina moved, seconded by Alderperson Kunding to adjourn the meeting at 8:08 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 20, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

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 20, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Consideration and possible action on the following Community Service Grant applications:



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 20, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: A. Sleep in Heavenly Peace, De Pere Chapter - No Kid Sleeps on the Floor in Our Town!

ATTACHMENTS:

- Sleep in Heavenly Peace WI - De Pere Chapter(PDF)
- SHP Brochure(PDF)
- SHP Photo (PDF)



Community Service Grant Application De Pere, WI

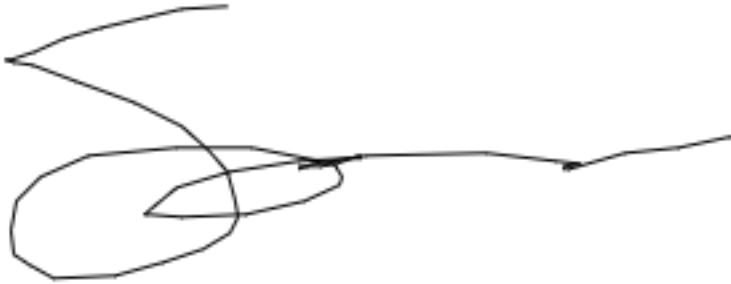
1.a

Submitted On:

May 4, 2023, 07:32AM CDT

Are you applying as an individual or as a group?	Group
Applicant Name	Sherr Hines
Group Name	Sleep in Heavenly Peace W-De Pere Chapter
Phone Number	517-604-8892
Email	grants@shpbeds.org
Full Address	Street Address: 1367 Crystal Rock Ct City: De Pere State: W Zip: 54115
Project Title	No Kid Sleeps on the Floor in Our Town! W-De Pere 2023
Project Location	De Pere, WI
Project Description: Provide a brief outline of your project, describing your goals/objectives and your timeline for completion.	Unfortunately, there are painfully few options for guardians unable to provide a bed for their child. A typical household item took for granted by many; their children sleep on the floor every night. Most government, state, and non-profit agencies aim to assist with food, shelter, healthcare, and other essentials. However, very few, if any, entities provide beds for children. Sleep in Heavenly Peace is a charitable organization built to scale, attracting resources from within the local community and repeatedly addressing one targeted specific problem. Through the tremendous efforts of volunteers and generous donations and grants, fully furnished (with new mattresses, sheets, pillows, and a blanket) twin beds (that can be bunked) are built and delivered to children, ages 3-17, who do not have the luxury of sleeping on one. What makes SHP Chapters unique is that they not only deliver these beds, fully furnished (frames, mattresses, sheets, pillows, and blankets) to children in need; they partner with local organizations, churches, businesses, and community members to build them! Chapter leadership and their core team show volunteers how to take a pile of wood, and with drills, sanders, and saws, construct twin bed frame components. SHP's simple design is easy to follow and takes no woodworking experience to learn. During SHP community "Build Days," volunteers learn about the organization the need in "their town" and take pride as they transform piles of lumber into twin bed frames. Following each build day, volunteers deliver the beds to local families that requested/qualified for a one. SHP Build and Delivery Days facilitate community engagement and provide fun and practical opportunity to volunteer their time. Although no

	formal studies exist to provide an actual number, historical SHP delivery data collected indicates conservatively that approximately 1.a 3% of a community's overall population represents children ages 3-17 experiencing bedlessness. A silent epidemic is emerging, and the number of children in need far exceeds the availability of beds for the underprivileged. So many great charities provide clothing, meals, and toys for families in need, but as wonderful as they are, little help goes to something as permanent as providing suitable beds and bedding for their children. Sleep in Heavenly Peace is an organization of volunteers dedicated to finding those children that do not have the luxury of sleeping on a bed. Through the tremendous efforts of volunteers and generous donations, twin beds are built and delivered to children, ages 3-17, who are otherwise sleeping on couches, blankets, or even floors. Understanding that something as simple as a soft, warm bed can directly impact a child's overall awareness to the emerging issue of child bedlessness in "our town" through our days of service, building, and delivering the beds we make. The more awareness we can provide the community through our continued efforts and community partners, the more support we can gather to fulfill our Mission. The project is ongoing until "No Kid Sleeps on the Floor in Our Town!" The Chapter will utilize funding within one year of the award.
Measurable Objectives: How will your goals and objectives be achieved? What benefits will citizens of the City of De Pere gain from this project?	Smiles are the mark of success as one more child is off the floor and sleeping in their own bed. The long-term goal is to gain information from the recipients for research. A survey is sent to random homes asking about bed usage and information on any physical, behavioral, and emotional changes for the child (i.e. school work). SHP uses the reporting system SalesForce. Families in need (or anyone on their behalf) complete a bed request through the website www.shpbeds.org, and the request information is stored in SalesForce for tracking purposes. As chapters conduct build days, they report the number of beds built in this system. Likewise, as beds get delivered, the number is also recorded for accurate record-keeping in this system. Tracking systems aside, the most significant measure of success comes from the joy expressed by the children when they receive their beds.
Itemization of Anticipated Expenses: Provide cost estimates associated with the project (award amount not to exceed \$600 even if total project costs are higher). Describe all materials that will	Lumber/Hardware = \$318 Mattresses = \$200 Bedding = \$82 Packet Pg. 14

need to be purchased for the project.		1.a
If you have any photos/sketches or other documentation that you would like to include with your application, please upload them now.		SHP Tri-Fold Brochure_21Nov2019_Compressed.pdf IMG_1846.jpg IMG_1676.jpg
By checking this box I acknowledge that, if selected, my project will adhere to the program as outlined above. No grant funds shall be spent in a fashion outside the scope of the project. No grant funds may be used for alcohol, drugs, or any behavior or activity which is contrary to local ordinances, state statutes, or federal law.		I agree
Submission Date		05/04/2023
Signature Data	First Name: Sherri Last Name: Hines Email Address: grants@shpbeds.org  Signed at: May 4, 2023 7:31am America/Chicago	
User's Session Information	IP Address: 67.149.69.146 Referrer URL:	



SHP is a registered 501(c)(3) non-profit serving children in need. And the best part? As a volunteer-driven organization, 100% of donations go toward building children's beds.

Because every child deserves a safe place to sleep.

SHP continues to grow with multiple locations throughout the country to serve your community. Visit our website to find the nearest chapter where you can get involved.

We can even come to your city!

Visit our website or call us to find out how you can donate, volunteer, or tell us about a child sleeping on the floor. We want to make every town our town because...

NO KID SLEEPS ON THE FLOOR IN OUR TOWN!

COME SHARE THIS EXPERIENCE WITH US. WE PROMISE THE SAME JOY WILL COME TO YOU.



DONATE
Donate to a family in need.



VOLUNTEER
Help us build and deliver beds!



SPONSOR
Help us continue our mission.



NO KITS HERE

Our bunk beds are built from scratch and built to last a lifetime.



NO EXPERIENCE NEEDED

The builds follow SHP's simple and easy-to-follow bunk bed design and require no previous woodworking experience.



READY TO SLEEP

Each bed is delivered and assembled to an appreciative home, complete with mattresses, pillows and bedding.



SHP and their partner organization schedules an event called a "Build Day" where volunteers build bunk beds:

- Inexperienced volunteers are trained and supervised by experienced ones from SHP
- All power/hand tools are supplied by SHP who will be on site for the Build Day
- Volunteers learn valuable trade skills
- Build Days let employees network and build relationships
- Volunteers provide necessary and critical support to the local community

With your kind donations and just a few volunteers...



...together we can give some children new beds so they can **Sleep in Heavenly Peace.**



WHO IS SHP?

Founded in Kimberly, Idaho in 2012, Sleep in Heavenly Peace (SHP) is THE ONLY charity providing hand-made bunk beds to children who don't have beds of their own. Not only do we deliver these beds to kiddos in need, but we partner with organizations, churches, businesses and individuals like you to build them at events called Build Days!

With so many great charities providing clothing, meals and toys, little help goes to something as permanent as providing suitable beds and bedding. SHP is a group of volunteers dedicated to finding those young children living without the luxury of sleeping on a bed or even laying their heads on a pillow. Through the wonderful efforts of volunteers and generous donations, bunk beds are built, assembled and delivered to those children who are otherwise sleeping on couches, blankets or even floors. At SHP, we have a mission:

NO KID SLEEPS ON THE FLOOR IN OUR TOWN!

HOW CAN I HELP?

Every bed we build is handcrafted and constructed by volunteers willing to donate their time to help children in their community, funded by the generous donations of many. The joy that comes from delivering our beds to a child that otherwise doesn't have one is a life-changing adventure that our volunteers and sponsors can experience firsthand. Visit our website or give us a call and find out how you can donate, volunteer or host a Build Day!



CONTACT INFORMATION

SLEEP IN HEAVENLY PEACE

📍 PO Box 116 / Kimberly ID 88341

☎ 1-844-432-BEDS

📘 @SHPbeds

🌐 SHPbeds.org

Visit **SHPbeds.org** for information about a SHP Chapter near you!



**NO KID SLEEPS
ON THE FLOOR
IN OUR TOWN!**



1.b



SHP
SLEEP IN HEAVENLY PEACE

1.c



Packet Pg. 18



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 20, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: B. Kevin Rafferty, Boy Scout Troup #1043 Eagle Scout Project -
Constructing Gaga Pit for Altmayer School

ATTACHMENTS:

- Kevin Rafferty_Boy Scout Troop #1043 Eagle Scout Project (PDF)
- Preliminary estimate gaga ball pit (PDF)
- Location of gaga ball pit (PDF)



Community Service Grant Application De Pere, WI

1.a

Submitted On:

May 15, 2023, 09:07PM CDT

Are you applying as an individual or as a group?	Group
Applicant Name	Kevin Rafferty
Group Name	Boy Scout Troup #1043 - Eagle Scout Project
Phone Number	920-412-8001
Email	raffertykevin34@gmail.com
Full Address	Street Address: 1849 Saddlebrook Lane City: De Pere State: WI Zip: 54115
Project Title	Constructing Gaga Pit for Altmayer School
Project Location	Altmayer Elementary School, 3001 Ryan Rd, De Pere, WI
Project Description: Provide a brief outline of your project, describing your goals/objectives and your timeline for completion.	DESCRIPTION OF PROJECT: The gaga ball pit will allow students to play against each other in friendly competition which encourages exercise and socialization. The game is a very inclusive and popular game. It is designed for elementary school aged children. GOALS: Construct a gaga ball pit at Susie C. Altmayer Elementary School by the end of September 2023. TIMELINE: May/June-Fundraising/Final Planning, August/Sept-Construction
Measurable Objectives: How will your goals and objectives be achieved? What benefits will citizens of the City of De Pere gain from this project?	Managing to the project plan will ensure that I am meeting goals and objectives. PROJECT PLAN PHASES: 1. Plan Approval: Approval Received-5/2/2023 2. Finalize Project Plan (May/June) 3. Fundraising for Project (Start in May/ Complete in June) 4. Purchasing Materials (July) 5. Pre-Construction Phase: Off site construction and prep (Aug) 6. Final Construction Phase: One-Site Construction of Pit/Sand and Signage (Aug/Sept) BENEFITS TO CITIZENS OF DE PERE: The only park in the neighborhood (south east side) is Lions Trailside Park, which is only a sled hill. There is no playground or other major amenities at this park. Therefore, the residence of this subdivision rely more heavily on the school playground for fun outdoor activities for neighborhood children. Playgrounds provide a sense of community for the neighborhood. This project enhances the playground by providing more options.

	OTHER BENEFITS: Gaga ball pit popularity has grown in the last 10 years. Getting kids engaged in exercise is important for them socially and physically. This game is also beneficial because it will give students and neighborhood children more opportunities to learn a different game. As there is a fence around the perimeter of the pit, it contains the ball from going out into other areas. Furthermore, Susie Altmayer School does not have a gaga ball pit, however both of the neighboring elementary schools have this option.. Both the Superintendent of the school district and the Principal of the school are very excited about adding this feature to the playground.	1.a
Itemization of Anticipated Expenses: Provide cost estimates associated with the project (award amount not to exceed \$600 even if total project costs are higher). Describe all materials that will need to be purchased for the project.	PRELIMINARY COST ESTIMATE: \$1,250.00 TREATED LUMBER: (24) 2" X 6" X 8' boards (8 sides) (8) 2" X6" 8' posts. (24" above ground) HARDWARE: (24-48) door hinge nails/wood screws OTHER: tarp/sand gravel(for posts) signage and screws stakes/string **Estimate Attached	
If you have any photos/sketches or other documentation that you would like to include with your application, please upload them now.	Location of gaga ball pit.docx Preliminary Cost Estimate Attachment-Gaga Ball Pit 5 15 2023.png	
By checking this box I acknowledge that, if selected, my project will adhere to the program as outlined above. No grant funds shall be spent in a fashion outside the scope of the project. No grant funds may be used for alcohol, drugs, or any behavior or activity which is contrary to local ordinances, state statutes, or federal law.	I agree	
Submission Date	05/15/2023	Packet Pg. 21
First Name: Kevin		

Signature Data

Last Name: Rafferty
Email Address: raffertykevin34@gmail.com

1.a

Kevin Rafferty

Signed at: May 15, 2023 9:07pm America/Chicago

User's Session Information

IP Address: 99.47.239.176
Referrer URL:

Item	Description	Quantity	Unit Cost	Total Cost	Source
2"X6"X8'	Treated Lumber (Walls)	24	\$8.22	197.28	Menards
Gate Hinge	Hinge for angles	24	\$3.89	93.36	Menards
2"X4"X8'	Treated Lumber (Trim and Posts)	34	\$4.21	143.14	Menards
Gravel	Gravel for posts 1/2 cu ft per post	24	\$3.59	86.16	Menards
6'X100'	Tarp/Fabric-Barrier	1	70.41	70.41	Menards
2 1/2"	Wood Screws-1 lb box	3	\$11.58	\$34.75	Menards
Signage	Custom Rules Sign	1		\$125	
Sand or Mulch	Sand, tarp, Much	3-5 yards		\$350	Willems
Other Supplies	Water/Food for volunteers,			\$150	
Total cost of materials:				\$1250.10	

1.b

Altmayer School: Gaga Ball Pit

Kevin Rafferty, Troop 1043

Picture of Gaga Ball Pit:



Location of gaga ball pit: (Yellow Circle)





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 20, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to approve the installation of a fence for Parcel WD-1540.

The Board of Public Works at the June 12, 2023 meeting approved installation of fence for Parcel WD-1540 zoned conservancy and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

Jared Goffard has requested the installation of a 111 lineal foot of wooden fence on his parcel WD - 1540(see attached request). This parcel is zoned conservancy. The conservancy zoning code requires:

"No building, structure, or improvement shall be allowed within the district without the express finding and approval of the Board of Public Works and Common Council that the proposed building, structure or improvement will not obstruct the drainage of waters therein; if the proposed building, structure or improvement obstructs the drainage of such waters, the property owner may cause drainage facilities to be installed on such property within the district of adequate size to handle or accommodate the maximum flow of such water, as approved by the Board of Public Works and Common Council."

The property owner was informed that if this is approved the installation of the fence cannot create any drainage issues. The owner acknowledges this.

Staff recommend approving the installation of the fence within the conservancy as requested.

ATTACHMENTS:

- Jared Goffard Fence Request for Parcel WD - 1540 (PDF)
- Parcel WD - 1540 Fence Request (PDF)

Scott Thoresen

From: jared goffard <jaredgoffard@yahoo.com>
Sent: Wednesday, May 10, 2023 9:39 AM
To: Scott Thoresen
Subject: Jared Goffard
Attachments: plot map.pdf

You don't often get email from jaredgoffard@yahoo.com. [Learn why this is important](#)

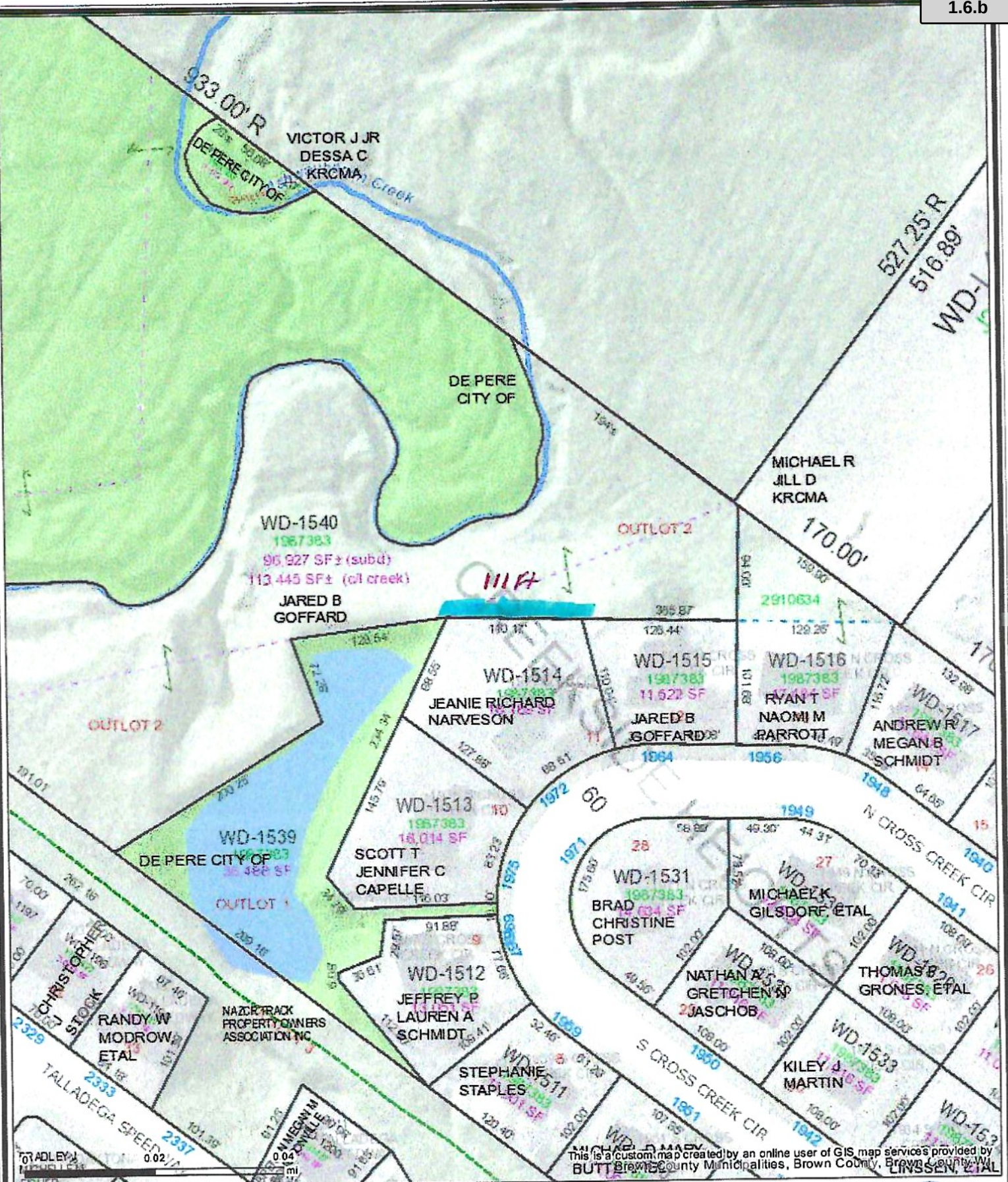
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

We talked yesterday about being on the agenda for next month's meeting to vote on a fence for my property that is a conservation easement. I would like to put up a wooden fence in my back yard. Looking at 111 feet long. Attached is the plot map relating to its position.

Thank you,
Jared Goffard
(920) 562-2822

[Sent from Yahoo Mail on Android](#)



Part of Brown County WI

Map printed on 5/10/2023

1:1,200

1 inch = 100 feet*
1 inch = 0.0189 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap
- "hooks" indicate parcel ownership crosses a line

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend



(920) 448-6480

Packet Pg. 27

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

MEETING DATE: June 20, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to maintain existing City Policy regarding Alderperson Hansen's request to create a policy for reimbursement of resident-completed driveway repairs.

The Board of Public Works at the June 12, 2023 meeting approved maintaining status quo in regards to Alderperson Hansen's request to create a policy for reimbursement of Resident completed driveway repairs and moved to send it to Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Alderperson Hansen Memo - Driveway Repairs 6-5-2023 (PDF)

Memo Re: Driveway Repairs by the City

To: Board of Public Works

From: Ald. Jonathon Hansen

Meeting Date: 5/8/23



A constituent of mine on S. Clay St contacted me about repairing his driveway approach following a water main break in March. The City is responsible for replacing the concrete. Please see the photo below:



The City has always bid spot concrete repairs for driveway approaches together with sidewalk repairs (along with related curb and gutter repairs). Therefore, the contractor that is awarded the bid does both projects. By bidding this work together, the City can get lower bid prices than if they were bid separately.

This also means that the driveway repairs are tied to the same schedule as the sidewalk repairs, and the sidewalk repairs are always completed at the end of the construction season because of the timeline for the sidewalk repair program, which the City has had in place since the 1970s. Under this program, every year all the sidewalks in an area comprising 1/8 of the city are inspected. Those that are deemed potentially hazardous are required to be fixed or replaced by the property owner. The property owner is notified in late spring, but is then given time to fix the sidewalk on their own (or hire a contractor to fix it for them). If by late summer the sidewalk has not been fixed by the property owner, the City fixes the sidewalk, and the property owner receives a special assessment.

As a result of this timeline, the contractor that is awarded the bid for sidewalk and driveway repairs doesn't receive the complete list of work that needs to be completed until late

summer. They only come into the city and begin the work after they receive this list, and their work then typically extends into the fall.

According to Public Works Director Scott Thoresen, if the City were to require the sidewalk/driveway contractor to come in earlier in the year to work on other projects, like repairing driveway approaches, before they mobilize for the sidewalk repairs at the end of summer, it would significantly increase bid prices. The higher bid prices would not only increase City costs for sidewalks that the City is responsible for (such as sidewalks that heave due to street trees), but it would also significantly increase the unit price for sidewalk panel replacements, which would be passed on to the property owners who are special assessed for their sidewalks.

My constituent brought up the idea of potentially allowing property owners to hire their own contractor to make the repairs, and then having the City reimburse the property owner afterwards (assuming the property owner's contractor charges less than the City's contractor). In speaking with City Administrator Larry Delo, he recommends not pursuing any changes this year because the contract for these projects has already been awarded (Contract 23-05, which was awarded to Highway Landscapers). For driveways, their bid is based on a unit price per square yard. Given that their compensation will ultimately be determined by the number of driveways they work on, if the City at this point were to create a separate reimbursement system, it could be perceived by the contractor as a breach of the contract since it would lead to less work for them.

That being said, I thought this matter, and whether any changes should be made on how we handle these types of situations going forward, should be brought before the Board, even though any potential changes would not be able to take effect until 2024.

Thank you for your time and consideration.

###

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

MEETING DATE: June 20, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works on award of Contract 23-16 Bridge Rehabilitation to Zenith Tech, Inc in the amount of \$178,290.

The Board of Public Works at the June 12, 2023 meeting approved award of Contract 23-16 Bridge Rehabilitation to Zenith Tech, Inc in the amount of \$178,290 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2023 0612 CI_BOPW_Award_23-16 (PDF)
- 2023 0601 CE_Project 23-16_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 12, 2023

RE: **Consideration and possible action on award of Contract 23-16 Bridge Rehabilitation***

The Engineering Department received bids on Project 23-16 Bridge Rehabilitation on Thursday, June 1, 2023. This project consists of bridge rehabilitation/repairs on the Creamery Bridge and Parkview Bridge over Ashwaubenon Creek. Repairs are being completed based on recommendations from the bridge inspections completed last year and include concrete surface repair, coating reinforced steel, wing wall banding, and asphalt crackfilling. The bids received are as follows:

Contractor	Base Bid
Zenith Tech, Inc.	\$178,290.00
Lunda Construction	\$200,000.00
Norcon Corporation	\$297,000.00

The allocated amount from the capital improvement budget for construction and engineering is \$198,000 from the General Obligation Debt.

Staff's recommendation is to accept the bid from Zenith Tech, Inc. in the amount of \$178,290.

Attachments:

2023 0601 CE_Project 23-16_Bid Tab (PDF)



**Project 23-16
Bridge Rehabilitation**

				Bidder No. 1		Bidder No. 2		Bidder No. 3	
				Zenith Tech, Inc		Lunda Construction		Norcon Corporation	
Item	Description	Unit	Qty	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
Structure P-5-129									
SC-01	Concrete Surface Repair	SF	40	\$350.00	\$14,000.00	\$200.00	\$8,000.00	\$185.00	\$7,400.00
SC-02	Structure Repainting Recycled Abrasive	EA	1	\$54,110.00	\$54,110.00	\$100,000.00	\$100,000.00	\$108,250.00	\$108,250.00
SC-03	Negative Pressure Containment and Collection of Waste Materials	EA	1	\$7,730.00	\$7,730.00	\$27,000.00	\$27,000.00	\$72,000.00	\$72,000.00
SC-04	Band Wing Walls	EA	2	\$4,750.00	\$9,500.00	\$3,400.00	\$6,800.00	\$5,000.00	\$10,000.00
SC-05	Coat Reinforcement Steel	LF	30	\$100.00	\$3,000.00	\$100.00	\$3,000.00	\$20.00	\$600.00
SC-06	Mobilization	EA	1	\$21,500.00	\$21,500.00	\$15,000.00	\$15,000.00	\$62,500.00	\$62,500.00
SC-07	Traffic Control	EA	1	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00
SC-08	Allowance	EA	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Structure P-5-727									
SC-09	Concrete Surface Repair	SF	50	\$350.00	\$17,500.00	\$200.00	\$10,000.00	\$175.00	\$8,750.00
SC-10	Cleaning Concrete Box Girders	SF	150	\$125.00	\$18,750.00	\$80.00	\$12,000.00	\$110.00	\$16,500.00
SC-11	Asphalt Deck Crack Filling	LS	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$300.00	\$300.00
SC-12	Mobilization (including Boat/Barge)	EA	1	\$21,500.00	\$21,500.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
SC-13	Traffic Control	EA	1	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
SC-14	Detour (Holmgren/Baeten/S. Ashland)	EA	1	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00
Total Amount Bid:				\$178,290.00		\$200,000.00		\$297,000.00	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 20, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works on award of Contract 23-21 Municipal Service Center Flooring Replacement Rebid to Macco's Commercial Interiors in the amount of \$39,089.

The Board of Public Works at the June 12, 2023 meeting approved award of Contract 23-21 MSC Flooring Replacement Rebid to Macco's Commercial Interiors in the amount of \$39,089 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Memo for BOPW MSC Office Flooring (PDF)
- 2023 0601 CE_Project 23-21 Rebid_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 12, 2023

RE: **Consideration and possible action on award of Contract 23-21 MSC Flooring Replacement Rebid ***

The Maintenance Department received bids on Project 23-21 MSC Flooring Replacement Rebid on Thursday, June 1, 2023.

Project 23-21 includes:

- Remove and replace 200 sq yd of existing carpet with new Milliken Tectonic 50 cm x 50 cm carpet tile.
- Remove 2200 sq ft of existing carpet and replace it with Milliken LVT.
- Remove 130 sq ft of existing tile with asbestos abatement and replace with Milliken LVT (Vault)
- Remove and replace 1200 LF of vinyl base.

The bid received are as follows:

Contractor	Base Bid
Macco's Flooring	\$39,089.00

The allocated amount from the capital improvement budget is \$60,000 for Project 23-21. Project 23-21 is under budget approximately \$20,000 in the budget allocation for the 2023 MSC projects.

Staff's recommendation is to accept the bid from Macco's Flooring for \$39,089.

Attachments:

2023 0601 CE_Project 23-21 Bid Tab (PDF)



Project 23-21
MSC Flooring Replacement Rebid

				Bidder No. 1	
				Macco's Commercial Interiors Inc	
Item	Description	Unit	Qty	Unit Price	Amount Bid
SC-01	Remove Carpet and Install 96-Milliken Nordic Stories Tectonic	SY	200	\$48.31	\$9,662.00
SC-02	Remove Carpet and Install 97-Milliken Local Measure 2.5mm LVT	SF	2200	\$10.01	\$22,022.00
SC-03	Remove Tile and Install 97-Milliken Local Measure 2.5mm LVT (Vault Room)	SF	132	\$17.35	\$2,290.20
SC-04	Replace Vinyl Base for Carpet Tile	LF	500	\$1.78	\$890.00
SC-05	Replace Vinyl Base for LVT	LF	580	\$2.09	\$1,212.20
SC-06	Move Furniture	LS	1	\$602.28	\$602.28
SC-07	Asbestos Removal and Abatement (Vault Room)	SF	132	\$18.26	\$2,410.32
Total Amount Bid:				\$39,089.00	

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

MEETING DATE: June 20, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works on award of Contract 23-17 Municipal Service Center Complex Gutter Replacement and Roof Repairs Rebid to Security Luebke Roofing, Inc. in the amount of \$53,423.

The Board of Public Works at the June 12, 2023 meeting approved award of Contract 23-17 MSC Complex Gutter Replacement and Roof Repairs Rebid to Security Luebke Roofing, Inc. in the amount of \$53,423 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Memo for BOPW MSC Roof and Gutter Repairs project (PDF)
- 2023 0601 CE_Project 23-17 Rebid_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 12, 2023

RE: **Consideration and possible action on award of Contract 23-17 MSC Complex Gutter Replacement and Roof Repairs Rebid. ***

The Maintenance Department received bids on Project 23-17 MSC Complex Gutter Replacement and Roof Repairs Rebid on Thursday, June 1, 2023.

Project 23-17 includes:

- Inspect fasteners and perform maintenance or replacement as needed on the cold storage building (12,000 sq ft)
- Remove and replace gutters and wall panel modifications (110 LF)
- Gutter and gutter apron replacement (375 LF)
- Install gutter covers (60 LF)
- Reseal failed sealant locations (12 each)
- Inspect fasteners and perform maintenance or replacement as needed (12,000 sq ft)
- Replace stack and drain cover(s) (2 each)
- Install snow/ice protection (450 each)

The bid received are as follows:

Contractor	Base Bid
Security Luebke Roofing, Inc	\$53,423.00

The allocated amount from the capital improvement budget is \$50,000 for Project 23-17. Though Project 23-17 is over the budgeted amount for this project, the budgeted allocation for 2023 MSC projects does have sufficient funds when considering the cost savings from the MSC Flooring Replacement.

Staff's recommendation is to accept the bid from Security Luebke Roofing, Inc. for \$53,423.00.

Attachments:

2023 0601 CE_Project 23-17 Bid Tab (PDF)



Project 23-17
MSC Complex Gutter Replacement and Roof Repair Rebid

				Bidder No. 1	
				Security Luebke Roofing, Inc.	
Item	Description	Unit	Qty	Unit Price	Amount Bid
SC-01	Municipal Service Center Gutter Replacement and Roof Repairs	LS	1	\$53,423.00	\$53,423.00
Total Amount Bid:				\$53,423.00	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 20, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to approve Alderperson Hansen's request regarding tree plantings on County and State Highways.

The Board of Public Works at the June 12, 2023 meeting approved Alderperson Hansen's Request Regarding Tree Plantings on County and State Highways at the discretion of the City Forester in collaboration with Department of Public Works and Engineering and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Alderperson Hansen Memo - Tree Planting on Webster Medians 6-5-2023 (PDF)

Memo Re: Planting Trees in County & State Highways

To: Board of Public Works

From: Ald. Jonathon Hansen

Meeting Date: 6/12/23



The De Pere Beautification Committee generously donated Japanese lilac trees this spring to replace ash trees that were removed in the medians on Webster Ave. Meanwhile, the City Council recently voted to remove the flagpoles on the Webster Ave medians. Following that vote, I asked City Forester Don Melichar if we could plant additional trees on Webster Ave to fill the remaining gaps on the medians, including where the flagpoles used to be. I received the following response:

Webster Ave is technically county property so the City would not plant trees in there like we would in our ROWs [right of ways] or parks. The trees in there were approved by the county and were paid for by the Beautification Committee. If you would like to approach them to see if they would like to approve more funding for trees and they were agreeable, we could look into spacing and see if there were room for additional trees. Any additional planting would not take place until fall 2023 or spring 2024.

Following this message, I asked the Beautification Committee about possible interest in planting more Japanese lilac trees on Webster Ave. They have no plans to plant any more trees in this location because planting trees is not part of their primary mission (the trees they planted were an exception to help compensate for the loss of the ash trees).

For the purposes of planting trees, I believe the City should treat medians on county and state highways the same as City right of ways and parks (the Forestry Dept. would still retain discretion in determining which areas of the city to prioritize for tree planting). The County (Brown County Highway Department) and the State of Wisconsin (Wisconsin DOT) typically have no issues with municipalities planting trees in the medians, and this would be no different than when the City in 2018 took the lead in approaching the County about putting up City of De Pere and State of Wisconsin flags in the Webster Ave medians.

I am requesting that we grant authority to the Forestry Dept. to reach out to the County and WisDOT with tree planting requests as they see fit. This would apply to other medians beyond Webster Ave, such as Lawrence Dr, south of Scheuring Rd, which is currently being reconstructed.

###



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 20, 2023

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Recommendation from the License Committee on renewal applications for the licensing period of July 1, 2023 to June 30, 2024.

ATTACHMENTS:

- Liq Lic Renewal List_6.20.23 (PDF)

June 20, 2023 License Committee Meeting

Renewal Applications for Class “A” Fermented Malt Beverage Licenses, “Class A” Liquor Licenses, Class “Class C” Wine License, Class “B” Fermented Malt Beverage Licenses, “Class B” Liquor Licenses and Reserve “Class B Liquor” Licenses for the licensing period of July 1, 2023 to June 30, 2024.

CLASS “A” BEER & “CLASS A” LIQUOR

1. Braj Convenience Store, LLC (DBA Main Ave. BP), 1501 W. Main Av. Submitted by Braj Convenience Store, LLC. Agent: Basudev Adhikari, Kohler, WI.
2. The Day Spa, LTD (DBA The Day Spa, LTD), 600 N. 10th St. Submitted by The Day Spa, LTD. Agent: Kathleen Schmaltz, Green Bay, WI.
3. De Pere Petroleum, LLC (DBA De Pere Y Mart), 1017 4th St. Submitted by De Pere Petroleum, LLC. Agent: Basudev Adhikari, Kohler, WI.
4. Ganesh Enterprises, LLC (DBA Reid St. Station), 401 Reid St. Submitted by Ganesh Enterprises, LLC. Agent: Pradip Patel, De Pere, WI.
5. Kwik Trip, Inc. (DBA Kwik Trip), 1620 Lawrence Dr. Submitted by Kwik Trip, Inc. Agent: Daniel Schmidt, Wrightstown, WI.
6. Kwik Trip Inc. (DBA Kwik Trip 127), 746 Main Av. Submitted by Kwik Trip Inc. Agent: Robert Gartzke, Green Bay, WI.
7. Saeva-Johnson Liquor, LLC (DBA The Wine Cellar), 813 Main Ave. Submitted by Saeva-Johnson Liquor, LLC. Agent: Patrick Johnson, Green Bay, WI.
8. Smithmaker Artisan Co., LLC (DBA Smithmaker Artisan Co), 116 N. Broadway. Submitted by Smithmaker Artisan Co., LLC. Agent: Ruth Fameree, De Pere, WI.
9. Trackside Fort, LLC (DBA Fairground BP), 1605 Fort Howard Av. Submitted by Trackside Fort, LLC. Agent: Tark Ojha, De Pere, WI.

CLASS “B” BEER and “CLASS C” WINE

1. Aurora Rose, LLC (DBA Delights Bakery & Café), 143 N. Wisconsin St. Submitted by Aurora Rose, LLC. Agent: Heather Weisspeters, Denmark, WI.

CLASS “B” BEER & “CLASS B” LIQUOR

1. Baba Louies, LLC (DBA Baba Louies), 419 Main Ave. Submitted by Baba Louies, LLC. Agent James Kropp, Green Bay, WI

2. El Maya Mexican Restaurant (DBA El Maya Mexican Restaurant), 1049 Main Av. Submitted by El Maya Mexican Restaurant. Agent Fe Montalvo, De Pere, WI.
3. GSO, LLC (DBA Julie's Café/Brickhouse), 500 Grant St. Submitted by GSO, LLC. Agent: Troy Metzler, De Pere, WI.
4. JPG Inc. (DBA Swan Club/Island Sushi/Chicago Street Pub), 875 Heritage Rd. Submitted by JPG, Inc. Agent: Greg De Cleene, De Pere, WI.
5. L & S Enterprises of Green Bay, LLC (DBA Get Reck'd), 617 Birch St. Submitted by L & S Enterprises of Green Bay, LLC. Agent: Lori Coopman, Green Bay, WI.
6. The Landing Bar & Grill, LLC (DBA The Landing Bar & Grill), 1605 Fort Howard AV. Suite C. Submitted by The Landing Bar & Grill, LLC. Agent: Elizabeth Vandeyacht, Suamico, WI.
7. La Vie Carrie, LLC (DBA La Vie Taverne), 421 George St. #101. Submitted by La Vie Carrie, LLC. Agent: Carrie Cameron-McDonald, De Pere, WI.
8. Re-Serve Capacity & Supply, LLC (DBA The Longbranch), 334 Main Av. Submitted by Re-Serve Capacity & Supply, LLC. Agent: Kevin Bauer, De Pere, WI.
9. Stella's on Main (DBA Stella's on Main), 401 Main Av. Submitted by Stella's on Main. Agent: William Schleis, Green Bay, WI.

RESERVE CLASS "B" BEER and "CLASS B" LIQUOR

1. Shannon's Haystack, LLC (DBA Chatterhouse 2016), 614 George St. Submitted by Shannon's Haystack, LLC. Agent: Kevin Charles, De Pere, WI.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 20, 2023

DEPARTMENT: City Clerk

FROM: Ann Ledvina

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

ATTACHMENTS:

- Class A Beer & Class A Liquor_6.20.23 (PDF)

**CLASS "A" BEER AND
"CLASS A" LIQUOR
LICENSE RENEWALS
FOR THE 2023-2024
LICENSING PERIOD**

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 ☐ 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)
ADHIKARI	BASUDEV		
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BHANDARI	RAJENDRA	MANI	
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)
BRAS Convenience Store LLC	1501 W. Main Ave, De Pere, WI

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)
ADHIKARI	BASUDEV		

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)
ADHIKARI	BASUDEV		
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BHANDARI	RAJENDRA	MANI	
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 Main Ave BP Business Phone Number 9209839235
- Address of Premises 1501 W. Main Ave, 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.)

Beer will be stored in the cooler & on the sales floor liquor will be kept behind the counter in a locked cabinet or rack.

Applicant's Wisconsin Seller's Permit Number	
456-1030831605-04	
FEIN Number	
87-2994424	
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
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
- Extension filed*
- _____
- _____
- _____
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.) ADHIKARI BASUDEV	Title / Member ☒	Date
Signature <i>[Signature]</i>	Phone Number 920-226-1780	Email Address missionbda@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 6/1/23	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 _____ *NA* 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 _____ *NA* DATE _____

Renewal Alcohol Beverage License Application

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

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

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

A. Individual or Partnership:

Full Name (Last) <u>Schmaltz</u>	(First) <u>Kathleen</u>	(Middle Name) <u>F.</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>The Day Spa, Ltd</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>Schmaltz</u>	(First) <u>Kathleen</u>	(Middle Name) <u>F.</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>Schmaltz</u>	(First) <u>Kathleen</u>	(Middle Name) <u>F.</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 The Day Spa, Ltd Business Phone Number 920 339 5250
- Address of Premises 600 N. 10th St. 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.)
Main Building - Except for N. & S. Lockers

Applicant's Wisconsin Seller's Permit Number <u>456-0000091613-03</u>	
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> <u>pa 2/12/23</u>
TOTAL FEE	\$ <u>30</u> <u>let #18304</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>Schultz Kathleen F</i>	Title / Member <i>owner</i>	Date <i>4/27/2002</i>
Signature <i>Kathleen Schultz</i>	Phone Number <i>920 339 5250</i>	Email Address <i>Kathy_Day_Spa Escape@gmail.com</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>6/12/03</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: _____ ending: _____
(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>De Pere Petroleum LLC</u>	<u>1017 4th 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>Adhikari</u>	<u>Basudev</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>Adhikari</u>	<u>Basudev</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 De Pere V Mast Business Phone Number _____

2. Address of Premises 1017 4th St. De Pere Post Office & Zip Code _____

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.)

Inside the Building
Inside the cooler,
On the floor

Applicant's Wisconsin Seller's Permit Number <u>456-1031174447-64</u>	
FEIN Number <u>92-1081064</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	\$

30 Paid 11/23 1857M

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
- Extension filed*
- _____
- _____
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>Adhikari Bauder</i>	Title / Member <i>Member</i>	Date <i>5/15/2023</i>
Signature <i>B. J.</i>	Phone Number <i>920-226-1786</i>	Email Address <i>missionlda@gmail.com</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>6/1/23</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: JULY-1-2024 ending: JUNE-30-2025
(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>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 Reed 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>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 Reel It Station Business Phone Number 920-337-9001
- Address of Premises 401 Reed St de pere Post Office & Zip Code 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.) 2000 SF SF
Retail place & around 300 sf of back stock
place

Applicant's Wisconsin Seller's Permit Number <u>456-1029415947-02</u>	
FEIN Number <u>82-1623578</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>30.00/10-6-23</u>
TOTAL FEE	\$ <u>30.00</u>

5. Legal description (omit if street address is given on previous page): 401 Reed St De Pere WI
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.) <u>PRADIP PATEL</u>	Title / Member <u>OWNER</u>	Date <u>06-06-2023</u>
Signature 	Phone Number <u>224-558-1333</u>	Email Address <u>montu475@gmail.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>6/6/23</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: 07/01/2023 ending: 06/30/2024
(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.

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>Kwik Trip, Inc.</u>	Address of Corporation / Limited Liability Company (if different from licensed premises) <u>P.O. Box 2107, La Crosse, WI 54602</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>Schmidt</u>	(First) <u>Daniel</u>	(Middle Name) <u>John</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>Zietlow</u>	(First) <u>Scott</u>	(Middle Name) <u>Paul</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 <u>Wrobel</u>	(First) <u>Jeffrey</u>	(Middle Name) <u>James</u>	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name <u>Zietlow</u>	(First) <u>Scott</u>	(Middle Name) <u>Paul</u>	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 KWIK TRIP 1060 Business Phone Number 920-339-8417
- Address of Premises 1620 Lawrence Dr 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
- 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.

Applicant's Wisconsin Seller's Permit Number

456-0000287614-03

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-Pd</u>
TOTAL FEE	\$

Rel # 18247

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
Officers change reported January 2023 - Scott P. Zietlow appointed to President
-
-
-
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, Scott P.	Title / Member President	Date 3-1-2023
Signature <i>Scott P. Zietlow</i>	Phone Number 608-791-7385 (Legal Dept.)	Email Address LicensingDept@kwiktrip.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 5/25/23	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: 07/01/2023 ending: 06/30/2024
(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

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	\$ 182.47

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	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Gartzke	Robert	Allen	1

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

President / Member Last Name Zietlow	(First) Scott	(Middle Name) Paul	Home Address (Street, City or Post Office, & Zip Code) 1
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) Scott	(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

- Trade Name KWIK TRIP 127 Business Phone Number 920-336-0312
- Address of Premises 746 Main Ave 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
- 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
Officers change reported January 2023 - Scott P. Zietlow appointed to President
New agent reported 3/23.
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, Scott P.	Title / Member President	Date 3-1-2023
Signature <i>Scott P. Zietlow</i>	Phone Number 608-791-7385 (Legal Dept.)	Email Address LicensingDept@kwiktrip.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>5/25/23</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: 7/1/23 ending: 6/30/24
(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>Johnson</u>	(First) <u>Patrick</u>	(Middle Name) <u>Whitney</u>	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last) <u>Johnson</u>	(First) <u>Desislava</u>	(Middle Name) <u>Saeva</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>Saeva - Johnson Liquor LLC</u>	Address of Corporation / Limited Liability Company (if different from licensed premises) <u>813 Main Ave 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>Johnson</u>	(First) <u>Patrick</u>	(Middle Name) <u>W</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>Johnson</u>	(First) <u>Patrick</u>	(Middle Name) <u>W</u>	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name <u>Johnson</u>	(First) <u>Desislava</u>	(Middle Name) <u>S</u>	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name <u>Johnson</u>	(First) <u>Patrick</u>	(Middle Name) <u>W</u>	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name <u>Johnson</u>	(First) <u>Desislava</u>	(Middle Name) <u>S</u>	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 Wine Cellar Business Phone Number 920-336-0811
- Address of Premises 813 Main Ave, 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.) Store is located in multi unit complex located at 813 Main Ave De Pere. Main selling floor & coolers are 5400 sq ft. There are 2 additional storage rooms in the back of store

Applicant's Wisconsin Seller's Permit Number <u>456-1030 558 750-04</u>	
FEIN Number <u>86-2061505</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 PA</u>
TOTAL FEE	\$ <u>182.92</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>Johnson, Desislava S</i>	Title / Member <i>Owner</i>	Date <i>6-8-23</i>
Signature <i>[Signature]</i>	Phone Number <i>920 327 3739</i>	Email Address <i>desys@ gmail</i>

Info@winecellar.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>6/8/23</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 Patrice Johnson STATUTE NO./LOCAL ORDINANCE _____
 CHARGE Party to manf of THC WHERE CONVICTED Brown
 DATE 10/7/96 PENALTY 90 days jail / 3 yr probation ☐ 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: 07/01/2023 ending: 06/30/2024
(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	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>Famercer</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>Famercer</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 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 backstock will be stored in storage rooms at 116 N Broadway.

Applicant's Wisconsin Seller's Permit Number 456-1030277752-04
FEIN Number 84-4688170

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 Pa</u>
TOTAL FEE	\$ <u>18300</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 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>Fanneree Ruth M</u>	Title / Member <u>Owner</u>	Date <u>6/12/23</u>
Signature <u>Ruth M. Fanneree</u>	Phone Number <u>704-351-1681</u>	Email Address <u>ruth@wiartsan.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>6/12/23</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: _____ ending: _____
(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>Trackside Fort 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>SEN</u>	(First) <u>OSHA</u>	(Middle Name) <u>EMRAJ</u>	Home Address (Street, City or Post Office, & Zip Code) <u>RAJ</u>
-------------------------------	------------------------	-------------------------------	--

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

President / Member Last Name <u>SEN</u>	(First) <u>EMRAJ</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name <u>SHARMA</u>	(First) <u>HEM</u>	(Middle Name) <u>RAJ</u>	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name <u>OSHA</u>	(First) <u>TARK</u>	(Middle Name) <u>RAJ</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 Fairground BP Business Phone Number 9203367292
- Address of Premises 1605 Fort Howard 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.) Beer Cooler, Liquor
shelve, office
3800 SF Building

Applicant's Wisconsin Seller's Permit Number <u>456-1030669768-04</u>	
FEIN Number <u>86-3194710</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	\$ <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.) Sen Emraj	Title / Member Member	Date 04/26/23
Signature [Signature]	Phone Number 6189670744	Email Address rajadh@17@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 5/24/23	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 20, 2023

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: B. Class "B" Beer and "Class C" Wine Licenses

ATTACHMENTS:

- Class B Beer & Class C Wine_6.20.23 (PDF)

**CLASS "B" BEER AND
"CLASS C" WINE
LICENSE RENEWALS
FOR THE 2023-2024
LICENSING PERIOD**

Alcohol Beverage License Application

municipal clerk. Read instructions on page 3.)

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

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

A. Individual or Partnership:

Full Name (Last) <u>Wesspers</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>Wesspers</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 Delights Bakery + Cafe Business Phone Number (920) 339-9144
- Address of Premises 143 N Wisconsin St Post Office & Zip Code DePere, 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 the Lee Building operated as a Bakery/Cafe. Consumption would occur in the dining area and storage is in a 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>180</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</u>
TOTAL FEE	\$ <u>180</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>Weissperers, Heather A</i>	Title / Member <i>Owner</i>	Date <i>4-20-23</i>
Signature <i>[Signature]</i>	Phone Number <i>920 217 9475</i>	Email Address <i>hweissperers@gmail.com</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>5/30/23</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 20, 2023

DEPARTMENT: City Clerk

FROM: Ann Ledvina

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

ATTACHMENTS:

- Class B Beer & Class B Liquor_6.20.23 (PDF)

**CLASS "B" BEER AND
"CLASS B" LIQUOR
LICENSE RENEWALS
FOR THE 2023-2024
LICENSING PERIOD**

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7/1/2023 ending: 6/30/2024
(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	Address of Corporation / Limited Liability Company (if different from licensed premises)
<u>BABA LOVIES LLC</u>	<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	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>KROPP</u>	<u>JAMES</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>KROPP</u>	<u>JAMES</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

- Trade Name BABA LOVIES Business Phone Number 920 336 9885
- Address of Premises 419 MAIN AV 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
APPROX 10' x 88' LOT BEHIND THE BUILDINGS (FROM SIDEWALK TO THE BUILDINGS)
LOCATE 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	\$

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 5-2-2023
Signature 	Phone Number 920 737 2503	Email Address BABALOU6@AOL.COM

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 5/11/23	Date reported to council / board	Date license granted
License number issued 23-04	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 SIGNIFY KROPP STATUTE NO./LOCAL ORDINANCE _____
PENDING CHARGE UNDERAGE DATE FEB 2023

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07 01 2023 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)
EL MAYA MEXICAN RESTAURANT	1049 MAIN AVE, DE PERE, WI 54115

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

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
MONTALVO	FE		

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)
RIVAS	MARY		
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

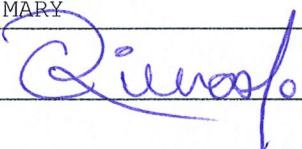
- Trade Name EL MAYA MEXICAN RESTAURANT Business Phone Number 920-632-4648
- Address of Premises 1049 MAIN AVE Post Office & Zip Code DE PERE, WI 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises 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 456-102820099-02	
FEIN Number 46-1083149	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ 30 -
TOTAL FEE	\$

18255

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.) RIVAS, MARY	Title / Member PRESIDENT	Date
Signature 	Phone Number 920 632-4348	Email Address mary.rivas90@yahoo.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 5/26/23	Date reported to council / board	Date license granted
License number issued 23-10	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 SERGIO JIMENEZ STATUTE NO./LOCAL ORDINANCE _____
 CHARGE UNDERAGE SALE NOT IN WHERE CONVICTED _____
PREMISES
 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: 7/1/23 ending: 6/30/24
(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	(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 Julie's Cafe/Brickhouse Business Phone Number (920) 338-2337
- Address of Premises 500 Grant 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.)

Julie's Cafe, Brickhouse,
Banquet Room and Patio

Applicant's Wisconsin Seller's Permit Number <u>456-1028688593-02</u>	
FEIN Number <u>47-1402348</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.) <i>Metzler, Troy M.</i>	Title / Member <i>Pres</i>	Date <i>6/8/23</i>
Signature <i>Troy Metzler</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>6/9/23</i>	Date reported to council / board	Date license granted
License number issued <i>23-18</i>	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: 7-01-2023 ending: 06/30/2024
(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	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>Beckelberg</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 Back'd Business Phone Number 920-425-4518
- Address of Premises 617 Birch St Post Office & Zip Code De Pere WI 54455
- 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, Back room.

Applicant's Wisconsin Seller's Permit Number <u>456-1030845638-02</u>	
FEIN Number <u>87-3336546</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>30.00</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.) <i>Coopman, Lori L</i>	Title / Member <i>owner</i>	Date <i>5/1/2023</i>
Signature <i>Lori Cooper</i>	Phone Number <i>920-401-1322</i>	Email Address <i>lcoopman@wholesale.com</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>5/31/23</i>	Date reported to council / board	Date license granted
License number issued <i>23-13</i>	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: 7-1-23 ending: 6-30-24
(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>DeCleene</u>	(First) <u>Greg</u>	(Middle Name) <u>J</u>	Home Address (Street, City or Post Office, & Zip Code) <u>236 Crestview Lane DP</u>
Full Name (Last) <u>DeCleene</u>	(First) <u>Ann</u>	(Middle Name) <u>M</u>	Home Address (Street, City or Post Office, & Zip Code) <u>236 Crestview Lane DP</u>
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>J PG 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>DeCleene</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>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 Swan Club / Island Sushi / Chicago Street Pub Business Phone Number 920-336-1531
- 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.) Chicago Street

Pub, Swan Club Banquet Hall, Island Sushi Restaurant
Patio Area (2) East side, South side wraps to West side
Car Port Area, West Drives Swan Club, Basement

Applicant's Wisconsin Seller's Permit Number <u>391854349</u>	
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	\$

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
Chicago Street Pub was renting/using Swan
club Banquet space. That banquet space has
been converted to restaurant for CSP.
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>DeClerne Greg J.</u>	Title / Member <u>President</u>	Date <u>5-22-23</u>
Signature <u>Greg J DeClerne</u>	Phone Number <u>920-336-1531</u>	Email Address <u>gjdeclerne5@aol.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5/30/23</u>	Date reported to council / board	Date license granted
License number issued <u>23-15</u>	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: 7-1-23 ending: 6-30-24
(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>The Landing Bar & Grill 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>Vandeyacht</u>	(First) <u>Elizabeth</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 The Landing Bar & Grill, LLC Business Phone Number 920-983-6950
- Address of Premises 1605 Fort Howard Ave. Suite L 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, Cooler,
Storage Area, Outside Bar Area

Applicant's Wisconsin Seller's Permit Number <u>456-1028188277-02</u>	
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	\$

5/23/23
Rd #1838

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>Vandeyacht, Elizabeth, A</i>	Title / Member <i>Owner</i>	Date <i>5-23-2023</i>
Signature <i>Elizabeth A Vandeyacht</i>	Phone Number <i>720-434-9256</i>	Email Address <i>vetsy@new.rr.com</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>5/23/23</i>	Date reported to council / board	Date license granted
License number issued <i>23-30</i>	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: 7-1-23 ending: 6-30-24
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of } DePere
☐ 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.

Applicant's Wisconsin Seller's Permit Number <u>456703089580-02</u>	
FEIN Number <u>88-0581044</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	\$

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>La Vie Carrie, 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>Cameron-McDonald</u>	(First) <u>Carrie</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>Cameron-McDonald</u>	(First) <u>Carrie</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 La Vie Taverne Business Phone Number 920-463-1770
- Address of Premises 421 George St. #101 Post Office & Zip Code DePere 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 ft. bar,

seating, supply room, outdoor seating under overhang,
sidewalks on southeast side of building immediately
adjacent to the leased premises

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
I have filed an extension.
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>Cameron-McDonald, Carrie, A</u>	Title / Member <u>owner</u>	Date <u>6-9-23</u>
Signature <u>Carrie Cameron McDonald</u>	Phone Number <u>920-227-8639</u>	Email Address <u>CarrieC1234@live.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>6/9/23</u>	Date reported to council / board	Date license granted
License number issued <u>23-05</u>	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: 7-1-23 ending: 6-30-24
(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>Re-Serve Capacity + Supply, LLC</u>	<u>5542 Sportsman Dr 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>Bauer</u>	<u>Kevin</u>	<u>Alan</u>	<u>5542 Sportsman Dr 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)
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 Longbranch Business Phone Number 920-309-1436
- Address of Premises 334 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.) 1st Floor + Basement Storage

Applicant's Wisconsin Seller's Permit Number <u>456-1029 644365-02</u>	
FEIN Number <u>26-4074701</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>182.69</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>Kevin A. Bauer</i>	Title / Member <i>Owner</i>	Date <i>5-30-23</i>
Signature <i>Kevin A. Bauer</i>	Phone Number <i>920-309-1436</i>	Email Address <i>kevin@e-serve.com</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>5/31/23</i>	Date reported to council / board	Date license granted
License number issued <i>23-16</i>	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, 2023 ending: June 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 <u>Stella's ON MAIN</u>	Address of Corporation / Limited Liability Company (if different from licensed premises) <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 <u>SCHLEIS</u>	(First) <u>WILLIAM</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>SCHLEIS</u>	(First) <u>WILLIAM</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 Stella's ON MAIN Business Phone Number 920-737-2898
- Address of Premises 401 MAIN AV. 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.)
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>600.00</u>
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>30.00</u>
TOTAL FEE	\$ <u>630.00</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 31, 2023
Signature William Schleis	Phone Number 920-737-2898	Email Address BILL@SCHLEIS.COM

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 6/6/23	Date reported to council / board	Date license granted
License number issued 23-36	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 20, 2023

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: D. Class "B" Beer and Reserve "Class B" Liquor Licenses

ATTACHMENTS:

- Class B Beer & Reserve Class B Liquor_6.20.23 (PDF)

**CLASS "B" BEER AND
RESERVE "CLASS B"
LIQUOR LICENSE
RENEWALS
FOR THE 2023-2024
LICENSING PERIOD**

Renewal Alcohol Beverage License Application

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

For the license period beginning:

7/1/2023

ending:

6/30/2024

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)
Shannon's Haystack LLC	837 Rivers Run, De Pere WI 54115

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

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Charles	Kevin	Lee	

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)
Charles	Kevin	Lee	
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 Chatter House 2014 Business Phone Number (920) 351-3550
- Address of Premises 1014 George 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.) Basement, 1st Stairs
Bas Area Kitchen Back and Front Dining Rooms

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.) Charles Kevin L	Title / Member Owner	Date 5/30/2023
Signature [Signature]	Phone Number (920) 265-7223	Email Address whitedogbraundog@yahoo.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 5/30/23	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 20, 2023

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Ordinance #23-08 Repealing and Reenacting Section 6-11 of the De Pere Municipal Code Regarding Telephonic/VideoConference Meeting Attendance.

The Finance/Personnel Committee voted unanimously at its meeting on Tuesday, June 13, to approve the recommended ordinance changes drafted by the City Attorney and to move the Ordinance forward for Council review and approval.

Please find attached a draft ordinance that amends or changes our existing ordinance concerning a Council, Committee, or Board member's ability to attend a meeting virtually. The current ordinance places a variety of conditions concerning such virtual attendance and restricts the respective Body's ability to hold a meeting if unforeseen circumstances, such as severe/inclement weather, medical emergencies, etc., arise, especially in less than the 24 hour time period allowing the agenda notice to be amended or re-published. This ordinance allows a member to appear virtually while also allowing that attendance to count towards a quorum. This would allow the meeting to occur rather than resulting in a meeting cancellation due to the lack of a quorum.

ATTACHMENTS:

- Ord23-08 (PDF)
- Sec 6-11 Virtual meeting revisions updated 6.6.23 (DOCX)

ORDINANCE #23-08
REPEALING AND REENACTING SECTION 6-11 OF THE DE PERE MUNICIPAL
CODE REGARDING TELEPHONIC/VIDEOCONFERENCE MEETING ATTENDANCE

WHEREAS, on April 20, 2021, the Common Council of the City of De Pere adopted Ordinance #21-07 to maintain the flexibility of telephone and videoconference meeting attendance, initially resulting from the State of Emergency declared in the City of De Pere in response to COVID-19; and

WHEREAS, the Common Council finds that it has as an interest in maintaining the flexibility of the telephonic and videoconferencing provisions of Section 6-11 for unforeseen circumstances, such as severe or inclement weather, medical emergencies, etc. by allowing a committee member to appear virtually, while also allowing that attendance to count towards a quorum.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN DOES
ORDAIN AS FOLLOWS:

SECTION 1. Section 6-11 of the De Pere Municipal Code is hereby repealed in its entirety and reenacted to read as follows:

Section 6-11. Meeting Attendance by Telephone, Videoconference or Other Technological Means.

A city governmental body, as defined in Wis. Stat. § 19.82 (1), may provide notice on its agenda that any member(s) may attend the meeting by telephone, video conferencing, or other appropriate technological means and may count toward the official quorum of the governmental body. The agenda notice shall provide specific information identifying the means by which any member(s) and the public can readily attend, observe, or hear such member(s) or any other individual's participation in the meeting.

Ordinance #23-08

Page 2 of 2

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

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication as provided by law.

Adopted by the Common Council of the City of De Pere this 20th day of June, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 06/13/2023

Publication Date: _____

Effective Date: _____

- **Sec. 6-11. - Telephonic/video-conference meeting attendance.**

EXISTING ORDINANCE

Meeting attendance by telephone or video-conference. Whenever a city governmental body, as defined in Wis. Stats. § 19.82(1), anticipates that a member or members will appear by telephone/video-conference the meeting agenda shall, to the extent practicable, specify that member(s) may be appearing by such means. Unless the meeting notice specifically identifies that the governmental meeting is being conducted solely via telephonic or videoconferencing means, together with specific information on the notice identifying the means by which the public may attend such meeting, any member attending the meeting via telephone/video conference shall not count toward the official quorum of the body. Appropriate equipment shall be used so that the attending public can readily observe or hear such member or other's participation in the meeting.

DRAFT AMENDED ORDINANCE - REDLINED

Meeting ~~a~~Attendance by ~~t~~Telephone, ~~or v~~ Video-conference, or Other Technological Means. ~~Whenever a~~ A city governmental body, as defined in Wis. Stats. § 19.82 (1), ~~anticipates that a member or members will appear by telephone/video-conference the meeting agenda shall, to the extent practicable, may provide notice on its agenda specify that any member(s) may be attend the meeting by telephone, video conferencing, or other appropriate technological means and appearing by such means. Unless the meeting notice specifically identifies that the governmental meeting is being conducted solely via telephonic or videoconferencing means, together with specific information on the notice identifying the means by which the public may attend such meeting, any member attending the meeting via telephone/video conference shall not~~ may count toward the official quorum of the body. ~~A~~The Agenda notice shall provide specific information identifying the means by which ~~ppropriate equipment shall be used so that the attending any member(s) and the~~ public can readily attend, observe, or hear such member(s) or any other individual's participation in the meeting.

DRAFT AMENDED ORDINANCE - CLEAN

Meeting Attendance by Telephone, Videoconference, or Other Technological Means. A city governmental body, as defined in Wis. Stat. § 19.82 (1), may provide notice on its agenda that any member(s) may attend the meeting by telephone, video conferencing, or other appropriate technological means and may count toward the official quorum of the governmental body. The agenda notice shall provide specific information identifying the means by which any member(s) and the public can readily attend, observe, or hear such member(s) or any other individual's participation in the meeting.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 20, 2023

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #23-56 Establishing Non-Lapsing Funds as of December 31, 2022.

ATTACHMENTS:

- Reso23-56 (PDF)
- Non-Lapsing Carryover Funds Memo 6.6.23 (PDF)
- List for Committee 22-23 (PDF)

RESOLUTION #23-56

ESTABLISHING NON-LAPSING FUNDS
AS OF DECEMBER 31, 2022

BE IT HEREBY RESOLVED, that the Mayor and Common Council of the City of De Pere do hereby authorize that the following accounts be established as non-lapsing funds as of December 31, 2022.

<u>Account</u>	<u>Amount</u>
Administrator-Strategic Visioning & Branding	\$ 56,048
Administrator-Sustainability Funds	\$ 280
Attorney-Outside Council	\$ 24,857
Elections-Electronic Poll Books (1)	\$ 2,500
Human Resources-Training (SHRM Conference)	\$ 481
Human Resources-Consulting (Job Descriptions)	\$ 10,000
Information Mgmt-Laserfiche Enterprise Content Management	\$ 33,000
Information Mgmt-2022 Software Renewals	\$ 5,000
Information Mgmt-CCTV-Phase 3	\$ 56,000
Police-Training	\$ 14,947
Police-K9 Funds	\$ 41,726
Police-Miscellaneous Donations	\$ 24,769
Fire-Consulting	\$ 18,000
Fire/Rescue-Funding Assistance Program	\$ 12,576
Fire/Rescue-Act 102	\$ 15,996
Fire-Donations	\$ 14,252
Public Works-Street Lighting	\$ 3,000
Development Services-Comprehensive Housing Study	\$ 40,000
Development Services-Excess Stadium Tax Proceeds	\$ 107,494
Development Services-Historic Plaques	\$ 3,200
Community Center-Operating Supplies	\$ 1,250
Community Center-Playgrounds	\$ 200
Parks & Recreation-Prairie Grass East of Walkway for Riverwalk	\$ 8,960
Parks & Public Lands-Video Security System	\$ 10,000
Parks & Public Lands-Voyageur Bathroom Facility	\$ 131,608
Parks & Public Lands-Under bridge inspection for viewing pier	\$ 10,000
Parks & Recreation-Contract Tree Removals	\$ 10,467
Parks & Recreation-Nelson Family Pavilion	\$ 768,735
Parks & Recreation-Jerry Hasenberg Tree Fund	\$ 675
Parks & Recreation-Holiday Light Show	\$ 4,600
Parks & Recreation-Recreation Scholarships	\$ 35,212
TOTAL	\$1,465,833

Resolution #23-56

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of
June, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 06/13/2023

CITY OF DE PERE MEMO



To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Pam Manley, Finance Director
Date: June 6, 2023

RE: 2022 Funds Carried Forward to 2023

I have attached the proposed resolution where we annually reserve a portion of our General Fund balance for amounts that generally were received or budgeted in 2022 but will not be spent until 2023. These are listed by department with a brief description for each item. For informational and comparative purposes, 2021's carryover amount was \$487,994. A large portion of this year's increase is due to the Nelson Family Pavilion (\$768,735) and the remaining excess stadium tax proceeds (\$107,493.62).

The 2022 audit has not been completed and as such I do not have current fund balances available. However, seeing as these funds were already budgeted for in 2022 or additional funds donated or granted to the City throughout the year, I recommend that the non-lapsing items be approved for carryover to 2023. Please feel free to contact me prior to the meeting with any questions.

**City of De Pere
Non-Lapsing Fund Detail
December 31, 2022**

DEPARTMENT	ITEM	AMOUNT	COMMENTS
------------	------	--------	----------

General Government

Administrator	Strategic Visioning & Branding	56,048	Unspent Branding Funds from 2019-2022
Administrator	Sustainability	280	Unspent Sustainability Funds from 2022
Attorney	Outside Council - Police	8,882	Budgeted amount part of unassigned reserves
Attorney	Outside Council - Fire	8,417	Budgeted amount part of unassigned reserves
Attorney	Outside Council - Eminent Domain	6,477	Budgeted amount part of unassigned reserves
Attorney	Outside Council - 10 Acre Rules	1,082	Budgeted amount part of unassigned reserves
Elections	Electronic Poll Book (1)	2,500	Unspent budgeted amount from 2022 for Central Count
Human Resources	Training	481	Annual SHRM Conference-unable to attend in 2022.
Human Resources	Consulting	10,000	Job descriptions
Information Management	Laserfiche Enterprise Content Management (Cloud)	33,000	Annual Renewal - Carryover from 2022 to 2023
Information Management	Annual Penetration Testing	5,000	Annual Renewal - Carryover from 2022 to 2023
Information Management		56,000	CCTV - Phase 3, Network Switches and City Hall Fiber from 2022 to 2023

Public Safety

Police Department	Police-Training	14,947	This amounts represents unspent state grants specific for training.
Police Department	Police - K9 Funds	41,726	This amount represents unspent donations for K9 Care & Supplies
Police Department	Police - Miscellaneous Grants	24,769	Miscellaneous Grants
Fire Department	Consulting	18,000	study did not happen in 2022
Fire Department	EMS: Funding Assistance Program	12,576	Grant funds from the State July 1-June 30
Fire Department	EMS: ACT 102	15,996	Grant funds from the State July 1-June 30
Fire Department	Donations	14,252	Donation Account-inc. therapy dog

Public Works

Tom B	Street Lighting - Light Heads	3,000	Ordered in 2022 but have not been shipped
-------	-------------------------------	-------	---

Conservation and Development

Development Services		40,000	Comprehensive Housing Study-needed to wait for the completion of the zoning code
Development Services	Excess Stadium Tax Proceeds	107,494	Unspent projects (Public Art Initiative, Streetscape Project, & Mulva Infrastructure)
Development Services	Historic Plaques	3,200	

Culture and Recreation

Community Center	Operating Supplies	1,250	Bussing from Kidz Zone – Fall Semester 2022 @ estimate \$1,000; Sparring Equipment for TKD \$250
Community Center	Playgrounds	200	Purchase 2 Portable Tennis Nets for Playground Program @ \$100 each
Parks and Recreation	Replace Prairie Grass E of Walkway Riverwalk	8,960	Original funding from 2018 - In 2022 they spent \$362 on plants and \$1,615 on wood for landscaping beds. Would like to roll the balance over one more year. They are looking to see if anything else can be done in the area.
Parks and Recreation	Video Security System	10,000	Original funding from 2020 - Waiting for City system to be installed - Not complete roll to 2023
Parks and Recreation	Voyageur Park Bathroom Facility	131,608	2021 Carryover for replacement was \$170,000 and paid \$38,393 to McMahon for the Technical Design of the building, leaving \$131,607 (not including donations)
Parks and Recreation	Under bridge inspection for viewing pier	10,000	2021 Carryover - Was not included in Engineering project - Roll to 2023
Parks and Recreation	Contract Tree Removals	10,467	Didn't quite finish in 2022, Paid Onsite Logging \$69,533.42 but holding the rest as a handful of trees and stumps to still remove - will complete in Spring 2023
Parks and Recreation	Nelson Family Pavilion	768,735	Donations - Does not include the add funds pledged from the Nelson Family or the Cloud Family (includes \$170,000 city of De Pere funds allocated for restroom replacement)
Parks and Recreation	Jerry Hasenberg Tree Fund	675	Donations - Balance in fund - roll to 2023
Parks and Recreation	Holiday Light Show	4,600	Donations - Net Profit from Light Show - Roll to 2023 for purchase of additional displays
Parks and Recreation	Recreation Scholarships	35,212	Donations reserved for scholarships
TOTAL		1,465,833	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 20, 2023

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #23-57 Approving Organizational Changes from Information Technology to Administration Department for Video Production Specialist and Video Production Assistant Positions and Approving Reclassification of Communication Specialist Position to Communication and Marketing Manager and Corresponding Adjustment to Compensation Plan Grade Level.

At its meeting on June 13, 2022, the Finance/Personnel Committee voted unanimously to approve these changes and moved to send the item to the Common Council for final review and approval.

ATTACHMENTS:

- Reso23-57 (PDF)
- 2023 Department Reorg Memo (PDF)

RESOLUTION #23-57

APPROVING ORGANIZATIONAL CHANGES FROM INFORMATION TECHNOLOGY TO ADMINISTRATION DEPARTMENT FOR VIDEO PRODUCTION SPECIALIST AND VIDEO PRODUCTION ASSISTANT POSITIONS AND APPROVING RECLASSIFICATION OF COMMUNICATION SPECIALIST POSITION TO COMMUNICATION AND MARKETING MANAGER AND CORRESPONDING ADJUSTMENT TO COMPENSATION PLAN GRADE LEVEL

WHEREAS, the Video Production Specialist position (Information Technology Department) works closely with the Communication Specialist (Administration Department), and due to a recent vacancy, the City wishes to move both the Video Production Specialist and Video Production Assistant (part-time non-benefit eligible) positions to the Administration Department for greater efficiency and more effective operations; and

WHEREAS, to accommodate the additional supervisory responsibilities resulting from the department transfer, the Communications Specialist position will become Communication and Marketing Manager and will warrant a corresponding increase of one pay grade level; and

WHEREAS, the Departments impacted by the reclassification have sufficient funding to absorb the minimal costs resulting from the increase in pay grade level from the salary savings realized from the vacancy of the Video Production Specialist role; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves the transfer of the Video Production Specialist and Video Production Assistant from Information Technology to Administration Department under the City's Table of Organization.

Resolution #23-57
Page 2 of 2

BE IT FURTHER RESOLVED THAT:

The Common Council hereby amends its Classification and Compensation Policy by reclassifying the position of Communication Specialist to Communication and Marketing Manager, with a corresponding pay grade adjustment from Grade I to Grade J of said Plan Grade Order List.

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 20th day of June, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 6/13/2023

CITY OF DE PERE MEMO



To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
Lawrence Delo, City Administrator
Steve Massey, IT Director
Date: June 13, 2023

RE: Recommendation and Possible Action of Information Technology Department and
Administration Organizational Changes

The Video Production Specialist resigned in May. The position currently is in the Information Technology Department. The Video Production Specialist works closely with the Communication Specialist which is under Administration (under the City Administrator). Staff is recommending moving the Video Production Specialist and Video Production Assistant (part-time non-benefit eligible position) under Administration for greater efficiency and more effective operations.

We recommend having the Communications Specialist directly supervise the two positions. Adding supervisory responsibilities to this position would warrant increasing the pay grade one level, from level I to level J. This change would become effective at the beginning of the next payroll, which is June 24, 2023. We anticipate titling the position Communication and Marketing Manager.

The estimated cost for 2023 to reclassify the Communication Specialist position is \$330 and will be funded from the salary savings from having the Video Production Specialist role vacant.

If you have any questions in advance of the meeting, please feel free to contact any one of us.

Thank you.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 20, 2023

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #23-58 Approving Grant Agreement for Division of Public Health Contract #60688.

This item was approved unanimously by the Finance/Personnel Committee at its meeting on June 13, 2023.

ATTACHMENTS:

- Reso23-58 (PDF)
- WI Lead-in-Water Initiative (PDF)
- De Pere Scope of Work (PDF)

RESOLUTION #23-58

APPROVING GRANT AGREEMENT FOR DIVISION OF PUBLIC HEALTH CONTRACT #60688

WHEREAS, the Health Department and the State of Wisconsin Department of Health Services desire to enter into the attached 2023 Division of Public Health (DPH) Contract #60688 to facilitate Lead-in-Water Testing and Remediation initiative programs for childcare facilities; and

WHEREAS, acceptance of DPH grant funding in the amount of \$12,000 requires the approval and execution of DPH Contract #60688 Grant Agreement; and

WHEREAS, the Finance/Personnel Committee has reviewed such Agreement and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the Grant Agreement between the State of Wisconsin Department of Health Services and City of De Pere Health Department for 2023 DPH Contract #60688 as is attached hereto.

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 20th day of June, 2023.

APPROVED:

 James G. Boyd, Mayor

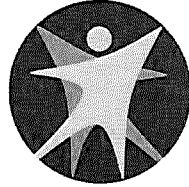
ATTEST:

 Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 06/13/2023



GRANT AGREEMENT
 between the
State of Wisconsin Department of Health Services
 and
City of De Pere Health Department
 for
Lead-in-Water Testing and Remediation Initiative

DHS Grant Agreement No.: 435100-G23-LeadTestRem-30

DPH Contract No.: 60688

Agreement Amount: \$12,000

Agreement Term Period: 5/15/2023 to 09/30/2023

DHS Division: Division of Public Health

DHS Grant Administrator: Madelyn Reinagel

DHS Telephone: 608-266-0381

DHS Email: madelyn.reinagel@dhs.wisconsin.gov

Grantee Grant Administrator: Deborah E. Armbruster

Grantee Telephone: 920-339-4054

Grantee Email: darmbruster@deperewi.gov

Grantee Unique Entity Identifier (UEI) Name: De Pere Health Department

Grantee Unique Entity Identifier (UEI) Number: NETWXQK1LN95

Grantee Supplier ID: 39-6005431

DHS and the Grantee acknowledge that they have read the Agreement and the attached documents, understand them and agree to be bound by their terms and conditions. Further, DHS and the Grantee agree that the Agreement and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the Agreement and supersede all proposals, letters of intent or prior agreements, oral or written and all other communications and representations between the parties relating to the subject matter of the Agreement. DHS reserves the rights to reject or cancel Agreements based on documents that have been altered. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin
Department of Health Services

Authorized Representative

Name: Jonette Arms

Title: Assistant Administrator

Signature: DocuSigned by:
 Jonette Arms
 2E6408EBD5E64C8...

Date: 6/5/2023

Grantee

Entity Name: De Pere Health Department

Authorized Representative

Name: James Boyd

Title: Mayor

Signature: DocuSigned by:
 James Boyd
 50C8D1E932AB48A...

Date: 6/5/2023

TABLE OF CONTENTS

1.	DEFINITIONS.....	3
2.	ORDER OF PRECEDENCE	4
3.	PARTIES	4
4.	PURPOSE AND SCOPE.....	4
	4.1 List of Exhibits	4
5.	CONTACT INFORMATION.....	4
6.	PAYMENT FOR GRANT AWARD.....	4
7.	REPORTING	5
8.	FEDERAL AND STATE RULES AND REGULATIONS	5
9.	AFFIRMATIVE ACTION.....	5
10.	CIVIL RIGHTS COMPLIANCE	6
11.	CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION.....	7
12.	HIGH-RISK IT REVIEW	8
13.	SUBGRANT or SUBCONTRACT	8
14.	GENERAL PROVISIONS	9
15.	ACCOUNTING REQUIREMENTS	9
16.	CHANGES IN ACCOUNTING PERIOD.....	9
17.	PROPERTY MANAGEMENT REQUIREMENTS	10
18.	AUDITS.....	10
19.	OTHER ASSURANCES	12
20.	RECORDS	12
21.	CONTRACT REVISIONS AND/OR TERMINATION	13
22.	NONCOMPLIANCE AND REMEDIAL MEASURES	14
23.	DISPUTE RESOLUTION	14
24.	FINAL REPORT DATE.....	14
25.	INDEMNITY	15
26.	CONDITIONS OF THE PARTIES' OBLIGATIONS.....	15
27.	GOVERNING LAW.....	15
28.	SEVERABILITY	15
29.	ASSIGNMENT.....	15
30.	ANTI-LOBBYING ACT	15
31.	DEBARMENT OR SUSPENSION	15
32.	DRUG FREE WORKPLACE.....	16
33.	MULTIPLE ORIGINALS	16
34.	CAPTIONS	16
35.	SPECIAL PROVISIONS, IF APPLICABLE	16
36.	NULL AND VOID	17
37.	FEDERAL AWARD INFORMATION	18

1. DEFINITIONS

Words and terms will be defined by their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms will be defined by the meanings indicated. The meanings are applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Agency: an office, department, agency, institution of higher education, association, society or other body in State of Wisconsin government created or authorized to be created by the Wisconsin State Constitution or any law, which is entitled to expend monies appropriated by law, including the Legislature and the courts.

Assistance Listing: refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, formerly known as the Catalog of Federal Domestic Assistance (CFDA), pursuant to 2 C.F.R. § 200.1.

Business Associate: pursuant to 45 C.F.R. § 160.103, a business associate includes:

(i) A health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.

(ii) A person that offers a personal health record to one or more individuals on behalf of a covered entity.

(iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

Business Day: any day on which the State of Wisconsin is open for business, generally Monday through Friday unless otherwise specified in this Agreement.

Confidential Information: all tangible and intangible information and materials being disclosed in connection with this Agreement, in any form or medium without regard to whether the information is owned by the State of Wisconsin or by a third party, which satisfies at least one (1) of the following criteria: (i) Personally Identifiable Information; (ii) Protected Health Information under HIPAA, 45 C.F.R. § 160.103; (iii) non-public information related to DHS' employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by DHS. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

Grant Administrator: individual(s) responsible for ensuring all steps in the grant administration process are completed, including drafting grant language, negotiating grant terms, and monitoring the granted entity's performance.

Personally Identifiable Information: an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

Protected Health Information (PHI): health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the

provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

Publicly Available Information: any information that an entity reasonably believes is one of the following: a) lawfully made widely available through any media; b) lawfully made available to the general public from federal, state, or local government records or disclosures to the general public that are required to be made by federal, state, or local law.

2. ORDER OF PRECEDENCE

This Agreement and the following documents incorporated by reference into the Agreement constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written. Any conflict or inconsistency will be resolved by giving precedence in the following descending order:

1. The Business Associate Agreement (BAA) if applicable.
2. The terms of this Agreement.
3. Any and all exhibits or appendices to this Agreement.

3. PARTIES

This is a grant agreement between the state agency responsible for overseeing the coordination and integration of social service programs and the Grantee listed below.

- A. The Wisconsin State Agency is: The State of Wisconsin Department of Health Services (DHS).
DHS' principal business address is: 1 West Wilson Street, Room 139, Madison, Wisconsin 53703.
- B. The Grantee is: City of De Pere Health Department
The Grantee's principal business address is: 335 S Broadway, De Pere, WI, 54115

4. PURPOSE AND SCOPE

This Grant Agreement (Agreement) and Exhibit(s) describe the terms and conditions under which the Grantee receives an award from DHS to carry out part of a state and/or federal program.

The Grantee agrees to provide goods and/or care and services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period as referred to in the attached exhibit(s).

4.1 List of Exhibits

Exhibit 1: Scope of Work

5. CONTACT INFORMATION

DHS Grant Administrator

Grant Administrator Name: **Madelyn Reinagel**

Telephone: **608-266-0381**

Email: **madelyn.reinagel@dhs.wisconsin.gov**

Grantee Grant Administrator

Grant Administrator Name: **Deborah E. Armbruster**

Telephone: **920-339-4054**

Email: **darmbruster@deperewi.gov**

DHS will mail legal notices to the Grantee's Grant Administrator at the address identified in Section 3, unless otherwise notified by the Grantee.

6. PAYMENT FOR GRANT AWARD

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

- A. *Prompt Payment Law*: DHS shall pay properly submitted Supplier invoices within thirty (30) days of receipt, providing that the services to be provided to DHS have been delivered, rendered, or installed (as the case may be), and accepted as specified in this Agreement and all documents incorporated herein by reference. A good faith dispute in regard to an invoice creates an exception to prompt payment pursuant to Wis. Stat. § 16.528
- B. *State Tax Exemption*: DHS is exempt from payment of Wisconsin sales or use tax on all purchases.
- C. *Payment Offsets for Grantee's Delinquency*: The State of Wisconsin may offset payments made to the Grantee under this Agreement in an amount necessary to satisfy a certified or verifiable delinquent payment owed to the State or any state or local unit of government. DHS reserves the right to cancel this Agreement as provided in Agreement Cancellation, if the delinquency is not satisfied by the offset or other means during the Agreement term.
- D. *Refund of Credits*: DHS may request a refund of credits owed at any time. Grantee agrees to refund credits owed within sixty (60) days of DHS's request.

7. REPORTING

- A. The Grantee shall comply with DHS' program reporting requirements as specified in the Scope of Work.
- B. The required reports shall be forwarded to DHS Grant Administrator according to the schedule established by DHS.

8. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
- B. The Grantee will act solely in its independent capacity and not as an employee of DHS. The Grantee shall not be deemed or construed to be an employee of DHS for any purpose.
- C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.
- D. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. 'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.
- E. Pursuant to 2023 Executive Order 184, grantee agrees it does not sell any products prohibited in the Order. In addition, grantee agrees that in fulfillment of its responsibilities under the Contract that no subcontractor relationship exists that would violate the prohibitions outlined in the Order.
- F. If federally funded, pursuant to 2 C.F.R. §200.322, the requirements of 2 C.F.R. §200.322 must be included in this award. The following clauses are hereby incorporated into this Contract and are enforceable as if restated herein in their entirety by reference to the following link: <https://www.govregs.com/regulations/2/200.322>

9. AFFIRMATIVE ACTION

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765 and Wis. Admin. Code § Adm 50.04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs:

The Grantee agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if the department finds that the Grantee is allocating its workforce in a manner which circumvents the

intent of this chapter, the Department may require the Grantee to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Department of Industry, Labor and Human Relations, the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Grantee must make a reasonable accommodation.

The Grantee must submit an Affirmative Action Plan within fifteen (15) working days of the signed Agreement. Exemptions exist, and are noted in the Instructions for Grantees posted on the following website under DOA-3021P: <https://doa.wi.gov/Pages/SBOPForms.aspx>.

The Grantee must submit its Affirmative Action Plan or request for exemption from filing an Affirmative Action Plan to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

10. CIVIL RIGHTS COMPLIANCE

As required by Wis. Stat. § 16.765, in connection with the performance of work under this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Grantee must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the current compliance period, within fifteen (15) working days of the effective date of the Agreement. If the Grantee employs fifty (50) or more employees and receives at least \$50,000 in funding, the Grantee must complete a Civil Rights Compliance Plan (CRC Plan) unless the grantee meets one of the limited exceptions. The current Civil Rights Compliance Requirements and all appendices are hereby incorporated by reference into this Agreement and are enforceable as if restated herein in their entirety. The Civil Rights Compliance Requirements, including the CRC LOA form and the template and instructions for the CRC Plan can be found at <https://www.dhs.wisconsin.gov/civil-rights/requirements.htm> or by contacting:

Department of Health Services
Civil Rights Compliance
Attn: Civil Rights Compliance Officer
1 West Wilson Street, Room 651
P.O. Box 7850
Madison, WI 53707-7850
Telephone: (608) 267-4955 (Voice)
711 or 1-800-947-3529 (TTY)
Fax: (608) 267-1434
Email: DHSCRC@dhs.wisconsin.gov

The CRC Plan must be kept on file by the Grantee and made available upon request to any representative of DHS. Civil Rights Compliance Letters of Assurances should be sent to:

Department of Health Services
 Division of Enterprise Services
 Bureau of Procurement and Contracting
 Affirmative Action Plan/CRC Coordinator
 1 West Wilson Street, Room 672
 P.O. Box 7850
 Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

The Grantee agrees to cooperate with DHS in any complaint investigations, monitoring or enforcement related to civil rights compliance of the Grantee or its Subgrantee(s) under this Agreement. DHS agrees to coordinate with the Grantee in its efforts to comply with the Grantee's responsibilities under these nondiscrimination provisions.

11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

In connection with the performance of the work prescribed in this Agreement, it may be necessary for DHS to disclose to the Grantee certain information that is considered to be confidential, proprietary, or containing Personally Identifiable Information (Confidential Information). The Grantee shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations herein. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically. DHS may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 17 (Audits) of this Agreement.

The Grantee shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Grantee on any reproduction, modification, or translation of such Confidential Information. If requested by DHS, the Grantee shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of DHS, as directed.

The Grantee or its employees and Subgrantees will not reuse, sell, make available, or make use in any format the data researched or compiled for this Agreement for any venture, profitable or not, outside this Agreement.

The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Grantee or its agents, employees, successors, assigns, Subgrantee, or any party claiming an interest in this Agreement on behalf of or under the rights of Grantee following any termination. Grantee shall advise all of their agents, employees, successors, assigns and Subgrantee which are engaged by the State of the restrictions, present and continuing, set forth herein. Grantee shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Grantee, its agents, employees, successors, assigns and Subgrantee regarding the restrictions herein.

A.

Reporting to DHS: Grantee shall immediately report within five (5) business days or less to DHS any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware, per state and federal requirements, as stated in any and all exhibits or appendices to this Agreement. Grantee shall cooperate with DHS' investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by DHS for those activities.

B. *Indemnification:* In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless DHS and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Grantee, and its Subgrantee, employees and agents, in violation of this section, including but not limited to, costs

of credit monitoring and identity theft restoration coverage for one (1) year of coverage from the date the individual enrolls, of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by DHS in the enforcement of this section.

- C. *Equitable Relief*: The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to DHS, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that DHS, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.
- D. *Liquidated Damages*: The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. DHS shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
 - 1. \$1,000 for each individual whose Confidential Information was used or disclosed;
 - 2. \$2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section
- E. *HIPAA*: The Grantee **IS NOT** a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS' Business Associate Agreement.

If the Grantee is a Business Associate, the Grantee agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 applicable to Business Associates. As defined herein, "Business Associate" shall mean the Grantee and Subgrantee and agents of the Grantee that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of Wisconsin, Department of Health Services.

In agreements for the provision of services, activities, or functions covered by the Health Insurance Portability and Accountability act of 1996 (HIPAA), the Grantee as a Business Associate must complete a Business Associate Agreement (BAA) F-00759. This document must be fully executed before Agreement performance begins.

This Section shall survive the termination of the Agreement.

12. HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

13. SUBGRANT or SUBCONTRACT

- A. DHS reserves the right of approval of any Grantee's further contracts, grants, contractors, or grantees under this Agreement, and the Grantee shall report information relating to any further contract, grants,

contractors, or grantees to DHS. A change in any further contractor or grantee or a change from a direct service provision to a further contractor or grantee may only be executed with the prior written approval of DHS. In addition, DHS approval may be required regarding the terms and conditions of any further contracts or grants and the further contractor or grantee selected. Approval of any further contracts, grants, contractors, or grantees will be withheld if DHS reasonably believes that the intended further contractor or grantee will not be a responsible contractor or grantee in terms of services provided and costs billed.

- B. The Grantee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into any further contract or grant and will be subject to enforcement of all the terms and conditions of this Agreement.

14. GENERAL PROVISIONS

- A. Any payments of monies to the Grantee by DHS for goods and/or services provided under this Agreement shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured bank. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. If a state public official (*see* Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls at least a 10 percent (10%) interest is a party to this Agreement and if this Agreement involves payment of more than \$3,000 within a 12-month period, this Agreement is void unless appropriate written disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Agreement. Written disclosure, if required, must be made to the State of Wisconsin Ethics Commission at:

Wisconsin Ethics Commission
PO Box 7125
Madison, WI 53707-7125
Fax: (608) 264-9319

- D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.
- E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

15. ACCOUNTING REQUIREMENTS

- A. The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by DHS as contained in Section 6 of this Agreement, and support expenditure reports submitted to DHS.
- B. The Grantee shall reconcile costs reported to DHS for reimbursement or as match to expenses recorded in the Grantee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Grantee agrees to complete and document reconciliation at least quarterly and to provide a copy to DHS upon request. The Grantee shall retain the reconciliation documentation according to approved records retention requirements.
- C. Expenditures of funds from this Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual (<https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>).

16. CHANGES IN ACCOUNTING PERIOD

- A. The Grantee shall notify DHS of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.
- B. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.

- C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within ninety (90) days after the first day of the start of the new accounting period for the short accounting period and within one hundred and eighty (180) days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

17. PROPERTY MANAGEMENT REQUIREMENTS

- A. Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Agreement which DHS retains ownership of and which is in the care, custody, and control of the Grantee.
- B. DHS shall have all ownership rights in any computer hardware supplied by DHS as a result of this Agreement. DHS shall have all ownership rights in any software or modifications thereof and associated documentation that is designed and installed or developed and installed under this Agreement. The Grantee shall have all ownership rights in any computer hardware funded under this Agreement and will have a nonexclusive, nontransferable license to use for its purposes of the software or modifications and associated documentation that is designed and/or installed under this Agreement.
- C. The Grantee agrees that if any materials are developed under this Agreement, DHS shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use such materials. Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to DHS.

18. AUDITS

- A. *Requirement to Have an Audit*: Unless waived by DHS, the Grantee shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$100,000 or more. In determining the amount of annual funding provided by DHS, the Grantee shall consider both: (a) funds provided through direct Grants with DHS; and (b) funds from DHS passed through another agency which has one or more Grants with the Grantee.
- B. *Audit Requirements*: The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
- 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
 - The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 of the SSAG lists the required conditions.
 - DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than \$100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.
- C. *Source of Funding*: DHS shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the Assistance Listing number and the percentages of federal, state and local funds constituting the agreement.
- D. *Reporting Package*: The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:
1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.
 2. Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).

3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
4. Report on compliance for each major program and a report on internal control over compliance.
5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
6. * DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
7. *Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
8. *Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
9. *Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.

*NOTE: These schedules are only required for certain types of entities or specific financial conditions.

For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.

- E. *Audit Due Date*: Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or thirty (30) days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.
- F. *Sending the Reporting Package*: Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)
- G. *Access to Subrecipient Records*: The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.
- H. *Access to Auditor's Work Papers*: The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
- I. *Failure to Comply with the Audit Requirements*: DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
 1. The auditee did not have an audit.
 2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
 3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
 4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
 5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
- J. *Sanctions*: DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
 1. Requiring modified monitoring and/or reporting provisions;
 2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
 3. Disallowing the cost of audits that do not meet these standards;

4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
 5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
 6. Assessing financial sanctions or penalties;
 7. Discontinuing contracting with the auditee; and/or
 8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.
- K. *Closeout Audits*: An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.

The auditee shall ensure that its auditor contacts DHS prior to beginning the audit. DHS, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DHS, is the responsibility of the auditee.

DHS may require a close-out audit that meets the audit requirements specified in 2 C.F.R. Part 200 Subpart F. In addition, DHS may require that the auditor annualize revenues and expenditures for the purposes of applying 2 C.F.R. Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 C.F.R. Part 200 Subpart F-Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

19. OTHER ASSURANCES

- A. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due liabilities to the federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information.
- B. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of \$500 or when total past due liabilities to any one or more vendors exceed \$1,000 related to the operation of this Agreement for which DHS has reimbursed or will reimburse the Grantee. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.
- C. DHS may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by DHS up to \$500,000.

20. RECORDS

- A. The Grantee shall maintain written and electronic records as required by state and federal law and required by program policies.
- B. The Grantee and its Subgrantee(s) or Subcontractor(s) shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of DHS' records that the Grantee accesses to provide services under this Agreement.
- C. The Grantee and its Subgrantee(s) or Subcontractor(s) will allow inspection of records and programs, insofar as is permitted by state and federal law, by representatives of DHS, its authorized agents, and federal agencies, in order to confirm the Grantee's compliance with the specifications of this Agreement.
- D. The Grantee agrees to retain and make available to DHS all program and fiscal records for six (6) years after the end of the Agreement period.

- E. The use or disclosure by any party of any information concerning eligible individuals who receive services from the Grantee for any purpose not connected with the administration of the Grantee's or DHS' responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

21. CONTRACT REVISIONS AND/OR TERMINATION

- A. The Grantee agrees to renegotiate with DHS the terms and conditions of this Agreement or any part thereof in such circumstances as:
1. Increased or decreased volume of services.
 2. Changes required by state and federal law or regulations or court action.
 3. Increase or reduction in the monies available affecting the substance of this Agreement.
- B. Failure to agree to a renegotiated Agreement under these circumstances is cause for DHS to terminate this Agreement.
- C. *Non-Appropriation*: DHS reserves the right to cancel this Agreement in whole or in part without penalty if the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the contract.
- D. *Termination for Cause*: DHS may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.
 The Grantee may terminate the Agreement after providing DHS a written notice, within one hundred and twenty (120) calendar days, of DHS' right to cure a failure to perform under the terms of this Agreement.
 Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.
 Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by DHS.
- E. *Termination for Convenience*: Either party may terminate this Agreement at any time, without cause, by providing a written notice. DHS must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify DHS at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience- during this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.
 In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement and shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of DHS, the Grantee may be compensated for the actual service hours provided. DHS shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Grantee requesting the refund.
- F. *Cancellation*: DHS reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:
1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
 2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, thirty (30)-day notice;
 3. Makes an assignment for the benefit of creditors;
 4. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
 5. Incurs a delinquent Wisconsin tax liability;
 6. Fails to submit a non-discrimination or affirmative action plan as required herein;
 7. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
 8. Becomes a federally debarred Grantee;
 9. Is excluded from federal procurement and non-procurement Agreements;
 10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;

11. Fails to maintain the confidentiality of DHS' information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
12. Grantee performance threatens the health or safety of a state employee or state customer.

22. NONCOMPLIANCE AND REMEDIAL MEASURES

- A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure DHS determines is necessary to protect the interests of the State.
- B. The Grantee shall provide written notice to DHS of all instances of noncompliance with the terms of this Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Grantee shall provide DHS with a plan to correct the noncompliance.
- C. If DHS determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement, the imposing of additional reporting requirements and monitoring of Subgrantee or Subcontractors, and any other measures it deems appropriate and necessary.
- D. If required statistical data, reports, and other required information are not submitted when due, DHS may withhold all payments that otherwise would be paid the Grantee under this Agreement until such time as the reports and information are submitted.

23. DISPUTE RESOLUTION

If any dispute arises between DHS and Grantee under this Agreement, including DHS' finding of noncompliance and imposition of remedial measures, the following process will be the exclusive administrative review:

- A. *Informal Review:* DHS' and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:
 1. A brief statement of the issue.
 2. The steps that have been taken to resolve the dispute.
 3. Any suggested resolution by either party.
- B. *Division Administrator's Review:* If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which DHS Grant Administrator is employed, or if the Grant Administrator is the Administrator of the division, by the Deputy Secretary of DHS. The Division Administrator (or Deputy Secretary) must receive a request under this step within fourteen (14) days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request.
- C. *Secretary's Review:* If the dispute is unresolved at Step B, the Grantee may request a final review by the Secretary of DHS. The Office of the Secretary must receive a request under this step within fourteen (14) days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

24. FINAL REPORT DATE

- A. Expenses incurred during the Agreement period but reported later than **60 days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by DHS. In the event this occurs, an alternate payment process as determined by DHS would occur.
- B. Expenses incurred outside of the Agreement period would be considered not allowable.

25. INDEMNITY

To the extent authorized under state and federal laws, DHS and the Grantee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their employees, officers, or agents.

26. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of DHS shall serve to revise or terminate this Agreement, except as further agreed to by the parties.
- B. DHS and the Grantee understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

27. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin. The venue for any actions brought under this Agreement shall be the Circuit Court of Dane County, Wisconsin or the U.S. District Court for the Western District of Wisconsin, as applicable.

28. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

29. ASSIGNMENT

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.

30. ANTI-LOBBYING ACT

The Grantee shall certify to DHS that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The Grantee shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

The Grantee shall use Standard Form LLL for Disclosure of Lobbying Activities available at: <https://www.gsa.gov/portal/forms/download/116430>. A completed disclosure must be provided upon Department request.

31. DEBARMENT OR SUSPENSION

The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (including, but not limited to, General Services Administration's list of parties excluded from federal procurement and non-procurement programs). The Grantee

further certifies that potential Subgrantees or Subcontractors and any of their principals are not debarred, suspended, or proposed for debarment.

32. DRUG FREE WORKPLACE

The Grantee, agents, employees, Subgrantees or Subcontractors under this Agreement shall follow the guidelines established by the Drug Free Workplace Act of 1988.

33. MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement.

34. CAPTIONS

The parties agree that in this Agreement, captions are used for convenience only and shall not be used in interpreting or construing this Agreement.

35. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

None

Match Requirements:

Funding percentages:

- a. Federal:
- b. State:
- c. Local/Other:

36. NULL AND VOID

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of DHS' and Grantee's Authorized Representatives on this Agreement exceeds sixty (60) days inclusive of the two signature dates.

37. FEDERAL AWARD INFORMATION

FAIN (Federal Award Identification Number)	00E02760
Federal Award Date	12/12/2019; Amended 08/17/2020
Subaward period of Performance Start Date	10/01/2019
Subaward period of Performance End Date	09/30/2023
Amount of Federal Funds obligated (committed) by this action	\$12,000
Total Amount of Federal Funds obligated (committed)	\$12,000
Federal Award Project Description	Testing Water at Childcare Centers and Head Start Facilities
Federal Awarding Agency Name (Department)	U.S. Environmental Protection Agency
DHS Awarding Official Name	DHS Deputy Secretary, Debra K. Standridge
DHS Awarding Official Contact Information	DHSContractCentral@dhs.wisconsin.gov
Assistance Listing (formerly CFDA) Number	66.444
Assistance Listing (formerly CFDA) Name	Lead Testing in School and Child Care Programs Drinking Water Grant Program
Total made available under each Federal award at the time of disbursement	\$1,372,000
R&D?	No
Indirect Cost Rate	7%

Exhibit 1: Scope of Work
Wisconsin Lead-in-Water Testing and Remediation Initiative

05/15/2023 – 09/30/2023

For Grant Agreement between

De Pere Department of Health (Grantee)

and

Wisconsin Childcare Lead-in-Water Testing and Remediation Initiative, Division of Public Health

Wisconsin Department of Health Services (DHS) (Grantor)

1 West Wilson Street, Rm. 145, Madison WI 53703

Workflow, Grantor and Grantee responsibilities:

Grantor (DHS) will reimburse the Grantee for expenses incurred related to implementing a water sampling program and coordinating remediation measures for the Wisconsin Lead-in-Water Testing and Remediation (Lead-in-WTR) Initiative. The Grantee will serve as the primary point of contact for the licensed group childcare and Head Start facilities (hereafter referred to collectively as “childcare facilities”) enrolled in the initiative, and will:

- ✓ Ensure that all water outlets at each enrolled childcare facility are tested;
- ✓ Ensure childcare facilities receive sample results and understand what those results mean;
- ✓ Work with childcare facilities on any follow-up testing or immediate actions to reduce lead-in-water hazard exposure at the childcare facility;
- ✓ Maintain timely and effective communication with the childcare facilities throughout the grant period; and
- ✓ Report to DHS on grant activity progress throughout.

Specifically, the Grantee will:

1. Work to enroll priority childcare facilities identified by DHS, as well as other previously determined licensed group childcare facilities interested in participating in the Wisconsin Lead-in-WTR Initiative. All participating childcare facilities must be from a list provided by DHS. The grantee will prioritize the enrollment and testing at priority facilities. All enrolled childcare facilities must be licensed group childcare facilities and early Head Starts within the grantee’s jurisdiction.
 - 1.1. Provide childcare facilities with DHS informational materials to inform staff and families of the facility’s participation in the program.
 - 1.2. Complete training from DHS on water sampling protocols.
 - 1.3. Get all necessary information from the childcare facility prior to water testing, including:
 - 1.3.1. An approximate number of water outlets serving the location.
 - 1.3.2. A floorplan of the childcare facility, including locations of the water outlets (interior and exterior), as well as where the water line comes in from the street.
2. Contact Kathleen Dax-Klister, Data Management Supervisor, at the Wisconsin State Laboratory of Hygiene (WSLH) (608-263-6575 or kathleen.daxklister@slh.wisc.edu) and relay to her the approximate number of samples needed to complete water testing at the enrolled facilities.
 - 2.1. Place an order for the necessary supplies.
3. Work with childcare facility personnel to complete initial water sampling of childcare facilities following DHS’s guidance and water sampling checklist, making sure to keep thorough documentation of the sampling process.

- 3.1. Complete documentation of the assessment and sampling efforts using the coding and recordkeeping guidance provided by DHS.
- 3.2. Ship all water samples to the WSLH for analysis. DHS will receive and compile testing results from WSLH.
- 3.3. Receive all water sampling results from DHS, including which outlets require follow-up testing and immediate remediation actions within the childcare facilities.
4. Notify childcare facilities of all preliminary sampling results within one week of receipt, using the results documentation provided by DHS. Inform the facilities of the water outlets that require a second round of testing and/or short-term action steps.
 - 4.1. Notify childcare facility personnel of all outlets tested that produced results of ≥ 15 ppb lead-in-water as shown by the initial sampling.
5. Conduct follow-up water sampling, as needed, in accordance with DHS's guidance for this program.
 - 5.1. Request, as needed, additional sample kits from SLH.
 - 5.2. Coordinate with the facility to complete the follow-up sampling.
 - 5.3. Complete documentation on the assessment and sampling efforts using the coding and recordkeeping guidance provided by DHS.
 - 5.4. Ship all water samples to the WSLH for analysis. DHS will receive and compile testing results from WSLH.
6. Receive second round sample results from DHS and, within one week, notify childcare facilities of the results and the options of long-term remediation and/or replacement actions using the provided results documentation from DHS within a week of receiving the sample results.
7. Maintain communication with facilities and plumbers to ensure required remediation and/or replacement actions within childcare facilities is completed.
8. Coordinate final testing of all replaced water outlets to confirm that the replaced outlet is not elevated for lead in water, and the replacement was effective, following the 3Ts water testing protocol. Coordinate all sample bottles and shipping to lab as in previous sampling rounds. Receive final test results from DHS.
9. For each childcare facility, send out final report of all testing results, remediation, and replacements using DHS's report template within 2 weeks of receipt of final sampling results from DHS.

Budget: \$12,000

Facility Delivery Cost

10 facilities @ up to \$1,200 per facility. This amount includes any costs incurred for programmatic outreach and coordination with childcare facilities and plumbers, site assessment, sampling plan development and implementation, shipping costs, travel, sharing results with facilities, generation of a final facility report, and quarterly reporting to DHS.

Payment procedure:

Grantee will submit invoices to Madelyn Reinagel by email to madelyn.reinagel@dhs.wisconsin.gov. DHS will process requests for payment monthly.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 20, 2023

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Resolution #23-59 Authorizing Agreement for Consulting Services
Between the City of De Pere and Emergency Support and Planning,
LLC (Fire Department Staffing Study).

Unanimously approved

ATTACHMENTS:

- Reso23-59 (PDF)
- Emergency Support and Planning, LLC(FD Study)6-12-23 (PDF)
- Exhibit A-Emergency Support and Planning, LLC (PDF)
- Exhibit B-Emergency Support and Planning, LLC (PDF)
- FIRE DEPT STUDY (PDF)

RESOLUTION #23-59

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND EMERGENCY SUPPORT AND PLANNING, LLC
(Fire Department Staffing Study)

WHEREAS, the City is in need of a staffing study to provide a current overview, analysis, opportunities and future considerations for the Fire Department; and

WHEREAS, Emergency Support and Planning, LLC has available and offers to provide expertise and personnel necessary to accomplish the same within the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Emergency Support and Planning, LLC, as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of June, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 06/13/2023

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND EMERGENCY SUPPORT AND PLANNING, LLC
(Fire Department Staffing Study)**

THIS AGREEMENT made and entered into this ____ day of _____, 2023, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Emergency Support and Planning, LLC, a Wisconsin limited liability company ("Consultant").

WITNESSETH

WHEREAS, the City is in need of an experienced firm to assist with a current overview, analysis, opportunities and future considerations for the Fire Department to identify service level items that can be used by policymakers for desirability, feasibility and implementation; and

WHEREAS, the Consultant has available and offers to provide qualified personnel and facilities necessary to accomplish the work within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in City's Request for Proposals dated May 24, 2023, attached hereto as Exhibit A and Consultant's Proposal thereto attached hereto as Exhibit B, both of which are incorporated herein by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described in Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with historical information, supporting documentation concerning the project as are available, past studies, as well as provide access to administrative representatives as designated by the Fire Chief to assist with the study.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall include copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings, specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph. Any release of documents provided by Consultant to City shall be the responsibility of and at the discretion of the City.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

VI. AUDITOR ACCESS

Consultant shall, upon request of City or its auditors, provide access to and furnish the auditors with copies of requested records, reports and any other documentation in its possession or custody pertaining to financial transactions, records or other financial information held by Consultant in conjunction with or related to Consultant's obligations under this Agreement.

VII. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

VIII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

IX. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation in the amount of \$17,500.00, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

X. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

XI. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XII. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$5,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

B. Consultant shall also maintain professional liability insurance covering damages to City resulting from errors and omissions of the Consultant. The limit of liability under said policy shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

C. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XIII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIV. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

XV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XVI. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XVII. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVIII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XIX.

XIX. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XXI. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to the following:

If to City:

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

If to Consultant:

Emergency Support and Planning, LLC
Attn: Jonathan Cohn, Managing Member
5351 Robinwood Court
Hales Corners, WI 53130

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

EMERGENCY SUPPORT AND PLANNING, LLC

CITY OF DE PERE, WISCONSIN

By: _____
Jonathan Cohn, Managing Member

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\2023\Consultant\Emergency Support and Planning, LLC(FD Study)6-12-23.docx

Emergency Support and Planning, LLC
(Fire Department Staffing Study)
Page 7 of 7

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115
(920) 339-4091



May 24, 2023

To Whom It May Concern,

De Pere Fire & Rescue would like to request a proposal for a study to be performed for the department. The specifics of the study are outlined below:

Purpose:

This understanding is to establish terms and conditions for work to evaluative project to analyze current and future fire and rescue service options.

Looking for a firm to work with the De Pere Fire Chief and administrative representatives as designated by the Fire Chief to identify, evaluate, and analyze service level items that can be used by policymakers for their desirability, feasibility, and implementation.

Services:

- The report shall include a current overview, analysis, opportunities, and future considerations of the De Pere Fire Department. Some specifics include:
 - Evaluating the current cost structure of providing service to other communities.
 - Evaluating current call volume and staffing as compared to comparables (as determined by De Pere)
 - Evaluating workload (emergency and non-emergency) and offering potential options to service load and work.
 - Provide analysis of future workload and impacts on staffing, service.
- Identify measurable components and evaluate against comparable organizations.
 - Run volume
 - Population served
 - Assessed valuation
 - Organizational structures
 - Staffing
 - Budgets
 - Upcoming, potential revenue changes and impacts (GEMT, state aid)

- Organizational analysis of De Pere as related to:
 - NFPA 1710 standard
 - Wisconsin SPS 330 – Fire Department Safety and Health Standards
 - Accreditation processes available for future evaluation – an overview of the processes only.
- Strategic Options:
 - Analysis of workload and potential options
 - Analysis of De Pere alone future model considerations utilizing
 - Historical data
 - Response data
 - Property loss
 - Community expectations
 - Population data and growth projections
 - Station locations
 - Staffing
 - Equipment
 - Service delivery
 - Costs
 - Provide analysis and options for De Pere and providing service to or with other neighbors/partners. Included in these options are:
 - Identifying opportunities
 - Costs of providing service jointly vs communities standing alone and providing service
 - Pros, service enhancements, efficiencies, and cost controls by working together
 - Cons associated in working together.
 - Options of working with neighbors/partners.
- The firm must be willing to provide a presentation of the final report.
- Please submit proposals by Noon on _____, to amatzke@deperewi.gov or standard mail at 400 Lewis Street. De Pere, WI. 54115
- Please direct any questions to Alan Matzke 920-445-4802 or amatzke@deperewi.gov

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Alan Matzke
Fire Chief

We exist to serve our community.



5351 Robinwood Ct
Hales Corners, WI 53130
414-699-8328
jondcohn@gmail.com

Purpose:

This understanding is to establish terms and conditions for work to be performed by Emergency Support and Planning, LLC on a evaluative project to analyze current and future fire and rescue service options.

ESP will work with the DePere Fire Chief and administrative representatives as designated by the Fire Chief to identify, evaluate and analyze service level items that can be used by policymakers for their desirability, feasibility and implementation. ESP makes no claims or guarantees towards desirability, feasibility or implementation.

Parties:

This Understanding is between the City of DePere ("City") and Emergency Support and Planning, LLC (hereinafter referred to as "ESP").

It is understood and agreed that other communities as specified below may be included in this evaluation, but the City of DePere is the client. The evaluation of other communities is based on the availability of information and data.

Services:

- ESP shall begin the project upon signing..
 - ESP and DePere Fire staff shall agree upon meeting dates, times and cadence. Most work will be done electronically and virtually.
 - The report should be completed within six months post signing.
- The City and DePere Fire agree to provide data and input to ESP
- The City shall have input into the project design and opportunity to review progress. Covered items are included on Addendum A to this document.
- The City understands and acknowledges that ESP will ultimately provide an independent review, insight and recommendations.
- ESP will provide briefings regarding the progress of work upon reasonable notice.
- The City understands and acknowledges that ultimate decision making on recommendations and implementation lies with the Department and City.
- ESP will work with the City (as desired) on a plan to release the final report.
 - Once the final report is issued and 30 days have passed, ESP may use the report as a sample, example of work for ESP purposes. The City may continue to use the report for as long as they see fit.
- ESP is willing to provide a presentation of the final report.
- The report shall include a current overview, analysis, opportunities and future considerations of the DePere Fire Department. Some specifics include:
 - Evaluating the current cost structure of providing service to other communities.
 - Evaluating current call volume and staffing as compared to comparables (as determined by DePere)
 - Evaluating workload (emergency and non-emergency) and offering potential options to service load and work.
 - Provide analysis of future workload and impacts on staffing, service.

Addendum A:

- Identify measurable components and evaluate against comparable organizations.
 - Run volume
 - Population served
 - Assessed valuation
 - Organizational structures
 - Staffing
 - Budgets
 - Upcoming, potential revenue changes and impacts (GEMT, state aid)
 -
- Organizational analysis of DePere as related to:
 - NFPA 1710 standard
 - Wisconsin SPS 330 – Fire Department Safety and Health Standards
 - Accreditation processes available for future evaluation – an overview of the processes only.
- Strategic Options:
 - Analysis of workload and potential options
 - Analysis of DePere alone future model considerations utilizing
 - Historical data
 - Response data
 - Property loss
 - Community expectations
 - Population data and growth projections
 - Station locations
 - Staffing
 - Equipment
 - Service delivery
 - Costs
 - Provide analysis and options for DePere and providing service to or with other neighbors/partners. Included in these options are:
 - identifying opportunities
 - costs of providing service jointly vs communities standing alone and providing service
 - pros, service enhancements, efficiencies and cost controls by working together
 - cons associated in working together.
 - Options of working with neighbors/partners.

The project shall be entitled “A Bridge to DePere and Future Service Delivery Options.”

Memo



To: Honorable Mayor James Boyd
Members of the Common Council

From: Alan Matzke, Fire Chief *AM*

Date: June 13, 2023

Re: Consideration of Proposal for Fire Department Study

On behalf of De Pere Fire Rescue, I would like to respectfully request permission to enter into an agreement with Emergency Support and Planning, LLC to commission them to perform a study to identify, evaluate, and analyze service level items that can be used by policymakers for their desirability, feasibility, and implementation.

De Pere Fire Rescue is developing a strategic plan guide for the organization through the next five to ten years. Funding for a staffing study in the amount of \$18,000 was approved as part of the 2022 budget; however, a study was not commissioned because both Lawrence and Ledgeview were losing their fire chiefs.

A request for proposal (see attached) was developed and sent out to multiple firms who offer such services along with a timeline. Three firms responded with estimates below.

Emergency Support Planning, LLC	\$17,500
McMahon	\$30,000
Public Consulting Group	\$47,500

I am respectfully asking to work with Emergency Support Planning, LLC to complete this project. Retired Fire Chief Jon Cohn is the registered agent of ESP and will be the sole person working on the project. Chief Cohn was the Fire Chief for the City of Greenfield for the past 13 years and has an outstanding reputation throughout the state for being progressive in the fire service.

Thank you for your consideration.

Please feel free to contact me with any questions or concerns.

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115
(920) 339-4091



May 24, 2023

To Whom It May Concern,

De Pere Fire & Rescue would like to request a proposal for a study to be performed for the department. The specifics of the study are outlined below:

Purpose:

This understanding is to establish terms and conditions for work to evaluative project to analyze current and future fire and rescue service options.

Looking for a firm to work with the De Pere Fire Chief and administrative representatives as designated by the Fire Chief to identify, evaluate, and analyze service level items that can be used by policymakers for their desirability, feasibility, and implementation.

Services:

- The report shall include a current overview, analysis, opportunities, and future considerations of the De Pere Fire Department. Some specifics include:
 - Evaluating the current cost structure of providing service to other communities.
 - Evaluating current call volume and staffing as compared to comparables (as determined by De Pere)
 - Evaluating workload (emergency and non-emergency) and offering potential options to service load and work.
 - Provide analysis of future workload and impacts on staffing, service.
- Identify measurable components and evaluate against comparable organizations.
 - Run volume
 - Population served
 - Assessed valuation
 - Organizational structures
 - Staffing
 - Budgets
 - Upcoming, potential revenue changes and impacts (GEMT, state aid)

- Organizational analysis of De Pere as related to:
 - NFPA 1710 standard
 - Wisconsin SPS 330 – Fire Department Safety and Health Standards
 - Accreditation processes available for future evaluation – an overview of the processes only.
- Strategic Options:
 - Analysis of workload and potential options
 - Analysis of De Pere alone future model considerations utilizing
 - Historical data
 - Response data
 - Property loss
 - Community expectations
 - Population data and growth projections
 - Station locations
 - Staffing
 - Equipment
 - Service delivery
 - Costs
 - Provide analysis and options for De Pere and providing service to or with other neighbors/partners. Included in these options are:
 - Identifying opportunities
 - Costs of providing service jointly vs communities standing alone and providing service
 - Pros, service enhancements, efficiencies, and cost controls by working together
 - Cons associated in working together.
 - Options of working with neighbors/partners.
- The firm must be willing to provide a presentation of the final report.
- Please submit proposals by Noon on _____, to amatzke@deperewi.gov or standard mail at 400 Lewis Street. De Pere, WI. 54115
- Please direct any questions to Alan Matzke 920-445-4802 or amatzke@deperewi.gov

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Alan Matzke
Fire Chief

We exist to serve our community.



5351 Robinwood Ct
Hales Corners, WI 53130
414-699-8328
jondcohn@gmail.com

Purpose:

This understanding is to establish terms and conditions for work to be performed by Emergency Support and Planning, LLC on a evaluative project to analyze current and future fire and rescue service options.

ESP will work with the DePere Fire Chief and administrative representatives as designated by the Fire Chief to identify, evaluate and analyze service level items that can be used by policymakers for their desirability, feasibility and implementation. ESP makes no claims or guarantees towards desirability, feasibility or implementation.

Parties:

This Understanding is between the City of DePere ("City") and Emergency Support and Planning, LLC (hereinafter referred to as "ESP").

It is understood and agreed that other communities as specified below may be included in this evaluation, but the City of DePere is the client. The evaluation of other communities is based on the availability of information and data.

Services:

- ESP shall begin the project upon signing..
 - ESP and DePere Fire staff shall agree upon meeting dates, times and cadence. Most work will be done electronically and virtually.
 - The report should be completed within six months post signing.
- The City and DePere Fire agree to provide data and input to ESP
- The City shall have input into the project design and opportunity to review progress. Covered items are included on Addendum A to this document.
- The City understands and acknowledges that ESP will ultimately provide an independent review, insight and recommendations.
- ESP will provide briefings regarding the progress of work upon reasonable notice.
- The City understands and acknowledges that ultimate decision making on recommendations and implementation lies with the Department and City.
- ESP will work with the City (as desired) on a plan to release the final report.
 - Once the final report is issued and 30 days have passed, ESP may use the report as a sample, example of work for ESP purposes. The City may continue to use the report for as long as they see fit.
- ESP is willing to provide a presentation of the final report.
- The report shall include a current overview, analysis, opportunities and future considerations of the DePere Fire Department. Some specifics include:
 - Evaluating the current cost structure of providing service to other communities.
 - Evaluating current call volume and staffing as compared to comparables (as determined by DePere)
 - Evaluating workload (emergency and non-emergency) and offering potential options to service load and work.
 - Provide analysis of future workload and impacts on staffing, service.

Addendum A:

- Identify measurable components and evaluate against comparable organizations.
 - Run volume
 - Population served
 - Assessed valuation
 - Organizational structures
 - Staffing
 - Budgets
 - Upcoming, potential revenue changes and impacts (GEMT, state aid)
 -
- Organizational analysis of DePere as related to:
 - NFPA 1710 standard
 - Wisconsin SPS 330 – Fire Department Safety and Health Standards
 - Accreditation processes available for future evaluation – an overview of the processes only.
- Strategic Options:
 - Analysis of workload and potential options
 - Analysis of DePere alone future model considerations utilizing
 - Historical data
 - Response data
 - Property loss
 - Community expectations
 - Population data and growth projections
 - Station locations
 - Staffing
 - Equipment
 - Service delivery
 - Costs
 - Provide analysis and options for DePere and providing service to or with other neighbors/partners. Included in these options are:
 - identifying opportunities
 - costs of providing service jointly vs communities standing alone and providing service
 - pros, service enhancements, efficiencies and cost controls by working together
 - cons associated in working together.
 - Options of working with neighbors/partners.

The project shall be entitled “A Bridge to DePere and Future Service Delivery Options.”

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

MEETING DATE: June 20, 2023

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #23-60 De Pere Common Council Authorization or Delegation of Payment of Vouchers or Invoices between Council Meetings.

Due to the cancellation of the July 4, 2023, Common Council meeting, this Resolution will authorize the Mayor/Finance Department to pay invoices that become due prior to the next Council run. Vouchers paid during this timeframe will be brought forward for the Council's knowledge and information at a subsequent meeting.

ATTACHMENTS:

- Reso23-60 (PDF)

RESOLUTION #23-60

DE PERE COMMON COUNCIL AUTHORIZATION OR DELEGATION OF
PAYMENT OF VOUCHERS OR INVOICES BETWEEN COUNCIL MEETINGS

WHEREAS, the City of De Pere Common Council meets regularly on the first and third Tuesday of the month pursuant to De Pere Municipal Code Section 6-1; and

WHEREAS, the Common Council's regular meeting on the first Tuesday of July 2023 is on the legal holiday of the 4th of July, which shall be rescheduled pursuant to DPMC Section 6-1; and

WHEREAS, the July 4th Council meeting is cancelled and rescheduled to the Common Council's next regular meeting on the third Tuesday of the month, July 18, 2023; and

WHEREAS, the Common Council customarily approves the payment of vouchers or invoices at each regular Council meeting after they have been reviewed and processed by a Department Head or their designee and the Finance Department; and

WHEREAS, it is requested that the Council grant and delegate its authority to the Mayor or Finance Department to issue or pay any necessary voucher or invoice that may come due during the time until the July 18, 2023, Council meeting without formal Council approval; and

WHEREAS, the issuance or payment of any voucher or invoice will be reported to the Council at its July 18, 2023, meeting

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council grants or delegates the authority to the Mayor and Finance Department to issue or pay any voucher or invoice that is due or requires payment between the June 20th, 2023, and July 18th, 2023, Council meetings without Council approval.

Resolution #23-60
Page 2 of 2

BE IT FURTHER RESOLVED THAT:

The issuance or payment of any voucher or invoice as a result of said Council delegation shall be reported to the Council for its knowledge and information at a subsequent Council meeting.

BE IT FURTHER RESOLVED THAT:

The Mayor and Finance Department 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 20th day of June, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 20, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #23-61 Approving Compliance Maintenance Annual Report for Wastewater Collection System.

The Board of Public Works at the June 12, 2023 meeting approved the Compliance Maintenance Annual Report for Wastewater Collection System and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso23-61 (PDF)
- 2023 0612 CI_BOPW_Consider_CMAR (PDF)
- 2023 0612 De Pere CMAR (PDF)

RESOLUTION #23-61

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 2022 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 20th day of June, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 6/12/2023

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 12, 2023

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

1.19.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/7/2023 2022

Financial Management

1. Provider of Financial Information

Name:

Pamela Manley

Telephone:

920-339-4041

(XXX) XXX-XXXX

E-Mail Address
(optional):

pmanley@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:

2022

● 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., CWP 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:

2022

● 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

1.19.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/7/2023 2022

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 CWWFP 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	\$884,000	2023
2	Sewer Lining	\$516,000	2023
3	Sewer Repairs and Reconstruction	\$884,000	2024
4	Sewer Lining	\$516,000	2024
5	Sewer Repairs and Reconstruction	\$884,000	2025
6	Sewer Lining	\$516,000	2025
7	Sewer Repairs and Reconstruction	\$884,000	2026
8	Sewer Lining	\$516,000	2026
9	Sewer Repairs and Reconstruction	\$884,000	2027
10	Sewer Lining	\$516,000	2027

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

1.19.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/7/2023 2022

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	155	
February	139	
March	179	
April	138	
May	158	
June	179	
July	156	
August	169	
September	176	
October	142	
November	171	
December	167	
Total	1,929	0
Average	161	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:

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: 6/7/2023 Reporting For: 2022

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?	
None. Lift station was installed in 2018.	

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

Compliance Maintenance Annual Report

1.19.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/7/2023 2022

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 sewer 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

1.19.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/7/2023 2022

- ☒ 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:

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	20	% of system/year
Root removal	5	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	7.5	% of system/year
Manhole inspections	30	% of system/year
Lift station O&M	2	# 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

1.19.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/7/2023 2022

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.

33.56	Total actual amount of precipitation last year in inches
28.9	Annual average precipitation (for your location)
107.8	Miles of sanitary sewer
1	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
0	Number of basement backup occurrences
10	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)
0.00	Basement backups (number/sewer mile)
0.09	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

De Pere Sewage Collection System

Last Updated: Reporting For:
6/7/2023 2022

● No If Yes, please describe:	
5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:	
None	
5.4 What is being done to address infiltration/inflow in your collection system?	
City is implementing a sump pump program.	

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

Compliance Maintenance Annual Report

1.19.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/7/2023 2022

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection				
TOTALS			1	4
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

1.19.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/7/2023 2022

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 = A

Collection Systems: Grade =
(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 20, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #23-62 Proposed Water Service Rate Increase.

The Board of Public Works at the June 12, 2023 meeting approved a proposed water rate increase of up to 8% and moved to send it to the Common Council for approval. The motion passed with a 4-1 vote with Alderperson Raasch voting no.

ATTACHMENTS:

- Reso23-62 (PDF)
- Water Rate Increase Memo-6.14.23 (PDF)

RESOLUTION #23-62

PROPOSED WATER SERVICE RATE INCREASE

WHEREAS, pursuant to Chapter 26 of the De Pere Municipal Code, the City of De Pere Common Council is charged with establishing water and sewer service including rates and charges for such services; and

WHEREAS, the City desires to increase its water rates in an amount allowable by the Wisconsin Public Service Commission ("PSC") to ensure revenues to cover inflationary costs for the operation and maintenance of the City's water system in a fair and proportional manner; and

WHEREAS, the rate increase factor set by the PSC as of March 1, 2023, is eight percent (8%); and

WHEREAS, the 2023 City of De Pere Water Department budget was approved with a three percent (3%) rate increase included in the revenues; and

WHEREAS, the Cash Balance (Deficit) in the City's 2023 Water Fund is estimated to be (\$5,389,901.00) to begin the year as of January 1, 2023, and is estimated to be a further deficit of (\$5,402,506.00) to end the year as of December 31, 2023, as set forth in the City of De Pere 2023 Adopted Budget under Water Expenditures and Revenues; and

WHEREAS, the return on base rate is, as a matter of custom, estimated to be 5% while prior PSC reports show that the City's return on base rate for calendar year 2021 was 4.50%, 1.50% for 2020, and -1.82% for 2019, with the return for calendar year 2022 to be determined after the City's submittal of its respective yearly PSC report; and

Resolution #23-62

Page 2 of 2

WHEREAS, the last water rate increase for the City took effect January 1, 2021, after the PSC's approval of a Conventional Rate Case that now allows the City to be eligible for a Simplified Rate Case ("SRC") increase; and

WHEREAS, as a result of the foregoing, the City intends to follow the SRC application process and requirements to prospectively implement an eight percent (8%) water rate increase effective September 1, 2023; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The application to the PSC for a SRC case, along with an eight percent (8%) water rate increase to be effective September 1, 2023, is hereby approved and adopted by the Common Council.

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 20th day of June, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 06/12/2023

CITY OF DE PERE MEMO



To: Honorable Mayor and Members of the Common Council
Larry Delo, Administrator

From: Pam Manley, Finance Director

Date: June 14, 2023

RE: **Proposed Water Rate Increase**

Staff are recommending the city implement an 8.0 percent water increase utilizing the Simplified Rate Case. Prior to the Water Department's Conventional Rate Case that took effect January 1st, 2021, the city had chosen not to increase rates for 10 years. This has led to the estimated current deficit as of January 1, 2023, of \$5,389,901. Following the Conventional Rate Case increase subsequent Simplified Rate Cases (SRC) were anticipated to be utilized to eliminate this deficit over time. As discussed last year during the budget process, the 2023 Water Department budget was approved with a 3.0 percent rate increase. This rate was used due to match the PSC's previous maximum rate limits and still led to an estimated deficit of \$5,402,506 to end the year as of December 31, 2023. As of March 1, 2023, the PSC increased the maximum simplified rate from 3.0 percent to 8.0 percent. Therefore, staff are still recommending implementing the maximum allowed rate increase (8.0 percent) per the simplified rate case to reduce the overall deficit.

Members of the Board of Public Works had requested the following information regarding Water Loss Percentage and Rate of Return be provided to the City Council as part of the agenda materials to consider the rate increase request. The estimated 2022 total water loss as percentage of net water supplied is 17%. As the 2022 PSC Report has not yet been completed, the most recent rate of return information available is from 2021. The 2021 net operating income as a percent of average net rate base was 4.5%. Per our auditors, CLA, the general rule of thumb recommended rate of return is 5.0% or higher.

The following tables show the water loss percentage from 2009-2022 est. and the rate of return from the previous 10 years, 2012-2021.

YE	Total Water Loss	YE	Return on Rate Base
2022 Est.	17%	2021	4.50%
2021	13%	2020	1.50%
2020	16%	2019	-1.82%
2019	18%	2018	0.26%
2018	18%	2017	1.59%
2017	17%	2016	5.07%
2016	15%	2015	5.44%
2015	13%	2014	4.03%
2014	10%	2013	6.82%
2013	20%	2012	8.81%
2012	28%	AVERAGE	3.62%
2011	20%		
2010	21%		
2009	15%		
AVERAGE	17%		

As part of the SRC application process a public notice will need to be published in the Press Times prior to the application submission. The effective date must be at least 45 days from the date of the application submission. The proposed effective date of the new rate if approved by the City Council would be September 1, 2023. Any delay in Council approval will push back this effective date.

Using September-December 2022 revenue for usage, the estimated fiscal impact of an 8.0 percent increase for the rest of 2023 would be approximately \$210,000. Please feel free to contact staff prior to the meeting with any questions.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 20, 2023

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #23-63 Authorizing Second Amendment to Agreement for Consulting Services Between the City of De Pere and Robert E. Lee, Inc. (Engineering Services - Potential Stream Relocation; Parcel WD-D0077 - Fortune Avenue).

The Finance/Personnel Committee voted unanimously at its meeting on June 13, 2023 to approve REL services related to potential stream relocation on WD-D0077 and send the item to the Common Council for final approval. It is proposed that funding for this project come from TID #11.

ATTACHMENTS:

- Reso23-63 (PDF)
- Amendment 2nd-REL(Environmental Services-West Industrial Park-Fortune Avenue (PDF)
- Exhibit 1-REL(WD-D0077 Stream Relocation)(PDF)
- Fortune Ave and Parcel WD-D0077 Stream Relocation 06132023 (PDF)
- Basemap WD-D0077 (PDF)
- Quote and Proposal - City of DePere Wetland Fill Stream Relocation for Stream adjacent to Fortune Ave 2023 (PDF)
- 00998 DePere_nav det_Fortune and Venture (PDF)
- 00998 DePere_navigability aerial (PDF)
- mud creek (PDF)

RESOLUTION #23-63

AUTHORIZING SECOND AMENDMENT TO AGREEMENT FOR CONSULTING
SERVICES BETWEEN THE CITY OF DE PERE AND ROBERT E. LEE, INC.
(Engineering Services – Potential Stream Relocation; Parcel No. WD-D0077 – Fortune Avenue)

WHEREAS, the City and Robert E. Lee & Associates, Inc. (“Consultant”) are parties to an Agreement for Consulting Services for general engineering services dated February 28, 2020, with Extensions thereto dated January 19, 2021, January 10, 2022, and November 21, 2022, and a First Amendment thereto dated August 2, 2022; and

WHEREAS, the parties wish to further amend the scope of work to allow for Consultant to perform additional engineering services related to the viability and potential stream location on a part of Parcel No. WD-D0077, pursuant to the terms and conditions identified in the attached Second Amendment to Consulting Agreement; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Second Amendment to Agreement for Consulting Services Between the City of De Pere and Robert E. Lee, Inc., as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

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.

Resolution #23-63

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of June, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 06/13/2023

**SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND ROBERT E. LEE, INC
(Engineering Services – Potential Stream Relocation; Parcel No. WD-D0077 - Fortune Avenue)**

WHEREAS, the City of De Pere, a municipal corporation, (“City”) and Robert E. Lee & Associates, Inc., a Wisconsin corporation (“Consultant”) are parties to an Agreement for Consulting Services dated February 28, 2020, with Extensions thereto dated January 19, 2021, January 10, 2022, and November 21, 2022, and a First Amendment thereto dated August 2, 2022 (collectively “the Agreement”); and

WHEREAS, the parties wish to amend the Agreement to provide for additional work for Consultant to perform, namely for engineering services associated with identifying the viability and potentially relocating a waterway on Parcel No. WD-D0077, Fortune Avenue in the West Industrial Park, as outlined in Consultant’s Proposal 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 an updated wetland delineation study, identifying the viability and potential application for permitting to impact a wetland/waterway on portions of Parcel No. WD-D0077, Fortune Avenue, as set forth in detailed scope in Consultant’s Proposal attached hereto as Exhibit 1, which shall be incorporated as part of Consultant’s Proposal (Exhibit B) to the original Agreement; however, no standard terms or conditions of Consultant are incorporated into the Agreement or this Amendment.
2. The cost for such additional services for the wetland delineation update/work shall be in the lump sum amount of \$2,450 and preliminary engineering/permitting services shall be on a time and expense basis, pursuant to Consultant’s 2023 Labor Rates. Additional as needed services as identified on Exhibit 1 shall be agreed upon by the parties prior to the commencement of work and shall be paid on a time and expense basis at the billing rates then in effect under the Agreement. The City shall be responsible for all required permitting and review fees.
3. All other terms and conditions of the Agreement shall remain in full force and effect, unless specifically modified by this Amendment.

[Signatures on following page]

Dated this _____ day of _____, 2023.

ROBERT E. LEE & ASSOCIATES, INC.

By:

Jared G. Schmidt, P.E., V.P.
Civil/Municipal Engineering Manager

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

J:\Law\Agreements\2023\Consulting\Amendment 2nd-REL(Environmental Services-WD-D0077)6-145-23-189-003-19.docx

May 5, 2023

Mr. Dan Lindstrom, AICP, Director of Development Services
CITY OF DE PERE
335 South Broadway
De Pere, WI 54115

RE: Engineering Services Proposal - West Industrial Park/Fortune Ave, City of De Pere, WI

Dear Mr. Lindstrom:

Thank you for the opportunity to provide this engineering services agreement for engineering efforts associated with relocating a waterway in the West Industrial Park. These services are being provided to identify the viability and apply for permitting to impact a wetland/waterway on portions of Parcel WD-D0077, including updating the now expired wetland delineation at the property. The following is a scope of services associated with this phase of work.

SURVEYING SERVICES

Topographic Survey

A detailed topographic survey should not be required for the initial step of this process, though survey information will need to be completed to complete the detailed stream realignment design. A budget survey number has been provided below, should survey services be needed prior to advancing to a detailed design.

WETLAND FILL COORDINATION

REL will work with the City, as necessary, to identify the desired development plan for the project area. Utilizing the updated wetland delineation conducted for the City of De Pere, REL will assist with the initial steps of the wetland fill/waterway relocation process. Since the wetland delineation is now outdated (conducted more than 5 years ago), NES Ecological Services will visit the site and recertify the previously completed delineation. This wetland update will be completed for the fee noted in the *Summary of Fee* section. REL will work with local and state officials to determine the navigability of the drainage way on the property. Navigability will drive the permitting process at the site. Based on historic site work, it is anticipated that waterway bisecting the property will be deemed navigable starting at the discharge of the off-site storm water pond.

Mr. Dan Lindstrom, AICP, Director of Development Services

CITY OF DE PERE

RE: Engineering Services Proposal - West Industrial Park/Fortune Ave, City of De Pere, WI

To better understand the potential impact to wetlands/waterway relative to conceptual development plans, initially we will create base drawings, then facilitate a meeting with the City, Wisconsin Department of Natural Resources (WDNR), and Army Corps of Engineers (ACOE) staff. This initial scoping meeting will give the project team a better understanding of what options are available for the project area.

The following describes the general tasks for the wetland fill application process if that is the most applicable path forward. Please note, the complexity of the fill process will be dictated by whether a general or individual fill permit is necessary, and whether the drainageway is deemed navigable or not. If the fill exceeds 10,000 square feet, or if the fill is being completed by another entity not currently owning the property, then an individual fill permit is likely.

There are three main components/analyses required to complete a wetland permit application:

1. Wetland Boundary Determination.
2. Practicable Alternatives Analysis.
3. Wetland Functional Values Assessment.

Practicable Alternatives Analysis

The main component of most permit applications is the section discussing potential project alternatives. The regulating agencies want and need to know if the applicant has fully considered all possible options. Can the wetland impact be avoided? Can the impact be minimized to the greatest extent possible? These questions need to be answered thoroughly for the agencies to consider granting the wetland fill permit. There are different reasons for requesting a permit, such as logistics, safety concerns, economics, etc.

Wetland Functional Values Assessment

To determine the quality of wetland proposed to be impacted, an assessment of the functions provided by the wetland must be completed. Agency personnel take the quality and function of the impacted wetland into consideration when making their decision regarding the permit.

It is understood that a functional values assessment would have been completed in association with the wetland delineation report.

Preparation of Wetland Permit Application

Once the practicable alternatives analysis and functional values assessment has been completed, we will pull all the material together to complete the application and submit it to the ACOE and WDNR.

Wetland Mitigation

If an individual wetland fill permit is applicable, wetland mitigation is a requirement. Mitigation can be handled on-site, through the purchase of wetland credits from a wetland bank or purchased credits through the fee in-lieu program the WDNR has set up. Once the appropriate mitigation method is

Mr. Dan Lindstrom, AICP, Director of Development Services

CITY OF DE PERE

RE: Engineering Services Proposal - West Industrial Park/Fortune Ave, City of De Pere, WI

determined, REL can assist in that process. Typically, mitigation is purchased at a ratio ranging from 1.2:1 to 1.75:1 based on the quality of the existing wetland, and the type of mitigation selected. If the wetland being filled is also associated with a navigable waterway, additional requirements may apply.

Waterway Relocation

If the drainage way through the property is deemed a waterway and is considered navigable, then permitting would also follow the individual permit process, though for stream relocation or stream enclosure. Waterway relocations are broken into categories based on length of relocation/enclosure. Typically, an impact to a waterway less than 200 feet in length is less complex to permit.

REL will work with the City and review agencies to determine navigability, and then determine the best means of relocation/enclosure. A path forward will be selected based on the likelihood of permissibility of potential alternatives.

The amount of engineering efforts associated with an enclosure versus a relocation can vary widely. If the waterway is navigable, REL will proceed with the necessary professional services to navigate the relocation application process on a time and expense basis.

SITE ENGINEERING

For this project, site engineering will include creating the necessary concept development plans to help illustrate the developability of the project area and illustrate the area of impact associated with the wetland fill/stream relocation portion of the project.

Additional mapping illustrating such things as alternate site selection, soils types, parcel mapping with contours, wetland indicators, and wetlands will also be applicable for the wetland fill component of the project.

Fee Summary

Based on the scope of services needed to update the wetland delineation and progress through the wetland impact, waterway relocation process, REL is proposing the following fees. The wetland work will be provided on a lump sum basis, with preliminary engineering and wetland/waterway permitting being completed on a time-and-expense basis, based on our billing rates on file with the City of De Pere for our annual Engineering Services Contract:

- | | |
|--|---------|
| 1. Wetland Delineation Update (lump sum) | \$2,450 |
| 2. Preliminary Engineering / Permitting | T&E |

Additional Service (as needed)

Site Survey (budget – T&E estimated)	\$1,500
--------------------------------------	---------

Any permit or review fees would be passed along to the City for payment as a reimbursable expense.

Mr. Dan Lindstrom, AICP, Director of Development Services

CITY OF DE PERE

RE: Engineering Services Proposal - West Industrial Park/Fortune Ave, City of De Pere, WI

We appreciate the opportunity to work with the City on this project and are able to begin work on the project immediately upon receiving approval. Attached, and made part of this proposal, is a copy of our Standard Terms and Conditions, dated June 2006. If this proposal is acceptable, please sign in the location below, and return a copy for our files. Feel free to contact our office with any questions.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Jared G. Schmidt, P.E., V.P.

Civil/Municipal Engineering Manager

JGS/NJM

ENC.

ACCEPTED BY CITY OF DE PERE

Signature

Print Name

Date

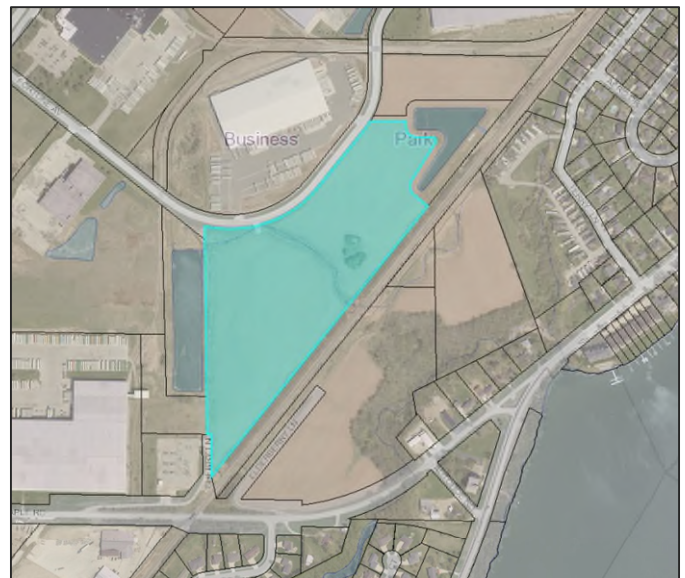
CITY OF DE PERE MEMO



To: Mayor James Boyd
Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: June 13, 2023

RE: **Consideration and Possible Action for an Agreement Amendment with Robert E Lee and Associates to prepare the necessary documentation for a potential stream relocation project on parcel WD-D0077 located on Venture AV and Fortune AV. (TID No. 11)**

The Development Services Department routinely fields calls and questions regarding available parcels for manufacturing in the west business park. The City continually misses out on possible development when competing projects that need more than eight to ten acres. The largest parcel in the west business park is WD-D077 at approximately 26.6 acres; however, the parcel is bisected by a DNR-determined navigable waterway making the site challenging for any large development. The creek would provide a natural parcel divide to create two parcels, but that would create a shallow parcel to the north of the creek and a narrow-fronted lot to the south of the creek. Staff proposed to conduct the analysis and hold preliminary meetings with the DNR and other economic development agencies to evaluate the possibility of relocating the stream to accommodate a future large-scale, rail-positioned development. Staff anticipates it will take over one year to conduct the necessary analysis and hold meetings with the DNR to determine if the relocation is possible. We have one of the largest rail-adjacent sites in the urban areas of Brown County and therefore we need to understand if the relocation is possible or if the parcel should be split on each side of the creek. Therefore, City staff proposed to consult with Robert E. Lee & Associates, Inc. to assist with the permitting to relocate and improve the creek further south.



The City of De Pere maintains an annual contract with Robert E. Lee & Associates, Inc. to perform smaller duties such as the completion of stormwater, wetland, and navigable waterway permits, drawing review, design review, wetland reviews and delineations, traffic impact analysis review, street lighting design, legal surveys, legal descriptions, easement preparation, or engineering issues that arise that exceed staff's availability or expertise. These services are usually part of larger engineering projects. When the City requests a nonstandard project we request a separate agreement or amendment to outline the necessary scope of work. The scope of work is attached for review. Due to a recent change in staff at the DNR and the potential unknowns associated with the relocation, REL and the City are proposed to conduct the work under a time and materials agreement based on the rates provided under the current contract between REL and the City of De Pere. The work would be funded by TID No. 11.



WD-D0077 Parcel Map

City of De Pere

0 125 250 500 750 1,000 Feet

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

File Path:

Data Source:



May 5, 2023

Mr. Dan Lindstrom, AICP, Director of Development Services
CITY OF DE PERE
335 South Broadway
De Pere, WI 54115

RE: Engineering Services Proposal - West Industrial Park/Fortune Ave, City of De Pere, WI

Dear Mr. Lindstrom:

Thank you for the opportunity to provide this engineering services agreement for engineering efforts associated with relocating a waterway in the West Industrial Park. These services are being provided to identify the viability and apply for permitting to impact a wetland/waterway on portions of Parcel WD-D0077, including updating the now expired wetland delineation at the property. The following is a scope of services associated with this phase of work.

SURVEYING SERVICES

Topographic Survey

A detailed topographic survey should not be required for the initial step of this process, though survey information will need to be completed to complete the detailed stream realignment design. A budget survey number has been provided below, should survey services be needed prior to advancing to a detailed design.

WETLAND FILL COORDINATION

REL will work with the City, as necessary, to identify the desired development plan for the project area. Utilizing the updated wetland delineation conducted for the City of De Pere, REL will assist with the initial steps of the wetland fill/waterway relocation process. Since the wetland delineation is now outdated (conducted more than 5 years ago), NES Ecological Services will visit the site and recertify the previously completed delineation. This wetland update will be completed for the fee noted in the *Summary of Fee* section. REL will work with local and state officials to determine the navigability of the drainage way on the property. Navigability will drive the permitting process at the site. Based on historic site work, it is anticipated that waterway bisecting the property will be deemed navigable starting at the discharge of the off-site storm water pond.

Mr. Dan Lindstrom, AICP, Director of Development Services

CITY OF DE PERE

RE: Engineering Services Proposal - West Industrial Park/Fortune Ave, City of De Pere, WI

To better understand the potential impact to wetlands/waterway relative to conceptual development plans, initially we will create base drawings, then facilitate a meeting with the City, Wisconsin Department of Natural Resources (WDNR), and Army Corps of Engineers (ACOE) staff. This initial scoping meeting will give the project team a better understanding of what options are available for the project area.

The following describes the general tasks for the wetland fill application process if that is the most applicable path forward. Please note, the complexity of the fill process will be dictated by whether a general or individual fill permit is necessary, and whether the drainageway is deemed navigable or not. If the fill exceeds 10,000 square feet, or if the fill is being completed by another entity not currently owning the property, then an individual fill permit is likely.

There are three main components/analyses required to complete a wetland permit application:

1. Wetland Boundary Determination.
2. Practicable Alternatives Analysis.
3. Wetland Functional Values Assessment.

Practicable Alternatives Analysis

The main component of most permit applications is the section discussing potential project alternatives. The regulating agencies want and need to know if the applicant has fully considered all possible options. Can the wetland impact be avoided? Can the impact be minimized to the greatest extent possible? These questions need to be answered thoroughly for the agencies to consider granting the wetland fill permit. There are different reasons for requesting a permit, such as logistics, safety concerns, economics, etc.

Wetland Functional Values Assessment

To determine the quality of wetland proposed to be impacted, an assessment of the functions provided by the wetland must be completed. Agency personnel take the quality and function of the impacted wetland into consideration when making their decision regarding the permit.

It is understood that a functional values assessment would have been completed in association with the wetland delineation report.

Preparation of Wetland Permit Application

Once the practicable alternatives analysis and functional values assessment has been completed, we will pull all the material together to complete the application and submit it to the ACOE and WDNR.

Wetland Mitigation

If an individual wetland fill permit is applicable, wetland mitigation is a requirement. Mitigation can be handled on-site, through the purchase of wetland credits from a wetland bank or purchased credits through the fee in-lieu program the WDNR has set up. Once the appropriate mitigation method is

Mr. Dan Lindstrom, AICP, Director of Development Services

CITY OF DE PERE

RE: Engineering Services Proposal - West Industrial Park/Fortune Ave, City of De Pere, WI

determined, REL can assist in that process. Typically, mitigation is purchased at a ratio ranging from 1.2:1 to 1.75:1 based on the quality of the existing wetland, and the type of mitigation selected. If the wetland being filled is also associated with a navigable waterway, additional requirements may apply.

Waterway Relocation

If the drainage way through the property is deemed a waterway and is considered navigable, then permitting would also follow the individual permit process, though for stream relocation or stream enclosure. Waterway relocations are broken into categories based on length of relocation/enclosure. Typically, an impact to a waterway less than 200 feet in length is less complex to permit.

REL will work with the City and review agencies to determine navigability, and then determine the best means of relocation/enclosure. A path forward will be selected based on the likelihood of permissibility of potential alternatives.

The amount of engineering efforts associated with an enclosure versus a relocation can vary widely. If the waterway is navigable, REL will proceed with the necessary professional services to navigate the relocation application process on a time and expense basis.

SITE ENGINEERING

For this project, site engineering will include creating the necessary concept development plans to help illustrate the developability of the project area and illustrate the area of impact associated with the wetland fill/stream relocation portion of the project.

Additional mapping illustrating such things as alternate site selection, soils types, parcel mapping with contours, wetland indicators, and wetlands will also be applicable for the wetland fill component of the project.

Fee Summary

Based on the scope of services needed to update the wetland delineation and progress through the wetland impact, waterway relocation process, REL is proposing the following fees. The wetland work will be provided on a lump sum basis, with preliminary engineering and wetland/waterway permitting being completed on a time-and-expense basis, based on our billing rates on file with the City of De Pere for our annual Engineering Services Contract:

- | | |
|--|---------|
| 1. Wetland Delineation Update (lump sum) | \$2,450 |
| 2. Preliminary Engineering / Permitting | T&E |

Additional Service (as needed)

Site Survey (budget – T&E estimated)	\$1,500
--------------------------------------	---------

Any permit or review fees would be passed along to the City for payment as a reimbursable expense.

Mr. Dan Lindstrom, AICP, Director of Development Services

CITY OF DE PERE

RE: Engineering Services Proposal - West Industrial Park/Fortune Ave, City of De Pere, WI

We appreciate the opportunity to work with the City on this project and are able to begin work on the project immediately upon receiving approval. Attached, and made part of this proposal, is a copy of our Standard Terms and Conditions, dated June 2006. If this proposal is acceptable, please sign in the location below, and return a copy for our files. Feel free to contact our office with any questions.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Jared G. Schmidt, P.E., V.P.

Civil/Municipal Engineering Manager

JGS/NJM

ENC.

ACCEPTED BY CITY OF DE PERE

Signature

Print Name

Date

ROBERT E. LEE & ASSOCIATES, INC.

STANDARD TERMS AND CONDITIONS

I. SCOPE

Robert E. Lee & Associates, Inc. agrees to perform the engineering, surveying, and/or environmental services described in the proposal or agreement in which these standard terms and conditions are referenced and to which they are attached. Unless modified in writing by the parties thereto, duties of Robert E. Lee & Associates, Inc. shall not be construed to exceed those services specifically set forth in the proposal or agreement to which these standard terms and conditions are attached.

II. COMPENSATION

Client agrees to pay for the services provided in accordance with the compensation provisions described in the proposal or agreement to which these standard terms and conditions are attached. Payment to Robert E. Lee & Associates, Inc. will be made within 30 days after the date of billing. For all amounts unpaid after 30 days from the invoice date, the client agrees to pay Robert E. Lee & Associates, Inc. a finance charge of 1-1/2% per month.

For time and expense compensation, charges will consist of salary-related costs and nonsalary costs. Salary-related charges include, but are not limited to, the following:

1. Salaries paid employees for time spent working directly on the subject project.
2. Costs of employee fringe benefits attributable to the employee's time spent working directly on the subject project.
3. General and administrative overhead charges distributed on the basis of employee time spent working directly on the subject project.

Nonsalary costs cover items directly related to the project, other than those covered by salary-related costs. Such nonsalary costs shall be computed on the basis of actual purchase price for items and services obtained from commercial sources and outside consultants. Cost of items and services provided directly by Robert E. Lee & Associates, Inc. shall be in accordance with rate schedules based on normal charges of commercial sources. Nonsalary items and services include, but are not limited to, the following:

1. Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, environmental analyses, commercial printing and binding, and similar services that are not applicable to general overhead.
2. Identifiable reproduction services applicable to the project such as printing of drawings, photostating, multilithing, printing, and similar services.

3. Identifiable communication services such as long-distance telephone, telegraph, cable, express services, and postage other than for general correspondence.
4. Living and traveling expenses of employees when away from home office on business connected with the project.
5. Subcontracted services.

III. RESPONSIBILITY

Robert E. Lee & Associates, Inc. is employed to render a professional service only, and any payments made by the client are compensation solely for such services rendered and recommendations made in carrying out the work. Robert E. Lee & Associates, Inc. shall follow the practice of the civil engineering, surveying, and/or environmental services professions to make findings, opinions, factual presentations, and professional advice and recommendations.

In performing construction management services, Robert E. Lee & Associates, Inc. review of work prepared or performed by other individuals or firms employed by the client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or construction observation provided by Robert E. Lee & Associates, Inc. is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Robert E. Lee & Associates, Inc. does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

It is understood and agreed by both parties that Engineer, in performing professional services for Owner with respect to hazardous substances, will make recommendations to Owner with respect thereto, but does not have the authority or responsibility to decide where disposal or treatment takes place, nor to designate how or by whom the hazardous substances are to be transported for disposal or treatment.

IV. INSURANCE AND LIMITS OF LIABILITY

Robert E. Lee & Associates, Inc. shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement. The client agrees to limit the liability of Robert E. Lee & Associates, Inc. to the extent of Robert E. Lee & Associates, Inc. insurance or as otherwise stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability,

and broad form property damage liability. The combined single limit of liability for bodily injury and property damage shall be \$1,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit of liability for bodily injury and property damage shall be \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of Robert E. Lee & Associates, Inc. The limit of liability shall be \$50,000.

V. SUSPENSION OF WORK

The client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the client make normal progress in the performance of the work impossible. Robert E. Lee & Associates, Inc. may request that the work be suspended by notifying the client, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project.

VI. TERMINATION OF WORK

Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement. Termination of the Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, Robert E. Lee & Associates, Inc. shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the terminated portion of the project prior to the effective date of termination.

Robert E. Lee & Associates, Inc. shall be compensated for the terminated portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

VII. ASSIGNMENT

These terms and conditions and the Agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either the client or Robert E. Lee & Associates, Inc. without the prior written consent of the other.

VIII. INTEGRATION

These terms and conditions and the Agreement to which they are attached represent the entire understanding of the client and Robert E. Lee & Associates, Inc. as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. The Agreement may not be modified or altered except in writing signed by both parties.

IX. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state of Wisconsin. Jurisdiction of litigation arising from the Agreement shall be in the state of Wisconsin. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

X. DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project following the completion of the project, the Client and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against the Engineer unless the Client has first provided the Engineer with a written certification executed by an independent engineer currently practicing in the same discipline as the Engineer and licensed in the state of Wisconsin. This certification shall: a) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and b) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Engineer not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceeding.

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after two (2) years have passed from the date of completion of construction phase services, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

June 2006



March 31, 2016

INF-NE-2016-5-00998

City of De Pere
Attn: Karen Heyrman
925 S. Sixth St
De Pere, WI 54115
[sent electronically]

RE: Request for Navigability Determination for Mud Creek, located in the City of De Pere, Brown County

Dear Ms. Heyrman:

I visited this site with you today. The waterway was inundated with water and the majority of the site along the waterway was flooded outside of the banks and far enough into the farm field to make access to the waterway channel impractical. The waterway at the outlet of the retention pond has a channel approximately 1.5ft in depth and 6ft wide which was full of water. While I did not have a small watercraft at the site visit, the waterway could have easily floated a small watercraft in the channel. A "desktop review" was completed and emailed to you on January 19, 2016 indicating the map documentation provides evidence the waterway likely meets the navigability determination. Today's field visit confirms what the map data demonstrates. In Wisconsin, the Supreme Court has defined a navigable waterway as one which has a defined bed and banks and carries enough water to float a canoe or other watercraft during the spring high water periods. Based on this definition and the conditions observed at your site, the stream on your property has been determined to be navigable/public.

Chapter 30, Wis. Stats., permits are needed for work in and near this waterway. Information on these regulations and application materials are available on the DNR web site at <http://dnr.wi.gov/topic/Waterways/>. Specifically, the City will need to obtain a Ch 30 culvert crossing permit for a new culvert crossing of the navigable waterway. You can find more information on culverts at the Department's website http://dnr.wi.gov/topic/Waterways/water_levels_crossings/culverts.html. When the City is ready to submit an application, please use the online application system "Water Permits" found at <http://dnr.wi.gov/permits/water/>. Click on "Waterway and wetland" (the hyperlink at the bottom of the webpage) and then scroll through the alphabetical listing to find "Culvert – with professionally engineered design". The link to the right is used to begin the General Permit (GP) application process.

If the culvert crossing is for a public City roadway, your DNR contact and permit review person is Jim Doperalski, Environmental Analysis & Review Specialist. If the culvert crossing is for a private roadway/development, then I will be your contact and permit review person. Certain activities may also require permits from Brown County and/or Army Corps of Engineers and you should contact those agencies before beginning any construction at this site.

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

If you have any questions about your permit, please call me at (920) 662-5466 or you can reach me by email at Crystal.VonHoldt@wisconsin.gov.

Sincerely,



Crystal von Holdt
Water Management Specialist

Email cc: Jessica Kempke, Project Manager, U.S. Army Corps of Engineers
Matt Heyroth, Brown County Zoning Administrator
Jim Doperalski, WDNR Env. Analysis & Review Specialist
Cara Kamke, WDNR Conservation Warden



2013 aerial



Legend



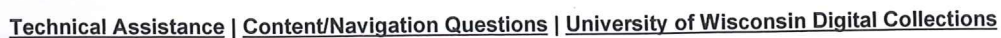
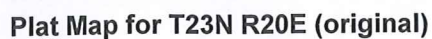
0.4 0 0.18 0.4 Miles

NAD_1983_HARN_Wisconsin_TM
© Latitude Geographics Group Ltd.

DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made aregarding accuracy, applicability for a particular use, completemenss, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: <http://dnr.wi.gov/org/legal/>

Notes

CVH
3-31-16





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 20, 2023

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #23-64 Approving Agreement with Greater Green Bay Habitat for Humanity (Rock the Block Program).

This item requests approval of the City draft of an Agreement with Habitat for Humanity to commence the Rock the Block program approved as part of Resolution #23-53. Upon approval, the agreement will be presented to Habitat for review. Any subsequent revisions will be approved by the City Attorney.

ATTACHMENTS:

- Reso23-64 (PDF)
- De Pere RTB agreement draft - City Draft 06152023-DRAFT for 6-20 CC Meeting (PDF)

RESOLUTION #23-64**APPROVING AGREEMENT WITH GREATER GREEN BAY HABITAT FOR HUMANITY
(Rock the Block Program)**

WHEREAS, in an effort to improve affordable housing in the community, the Common Council approved four programs pursuant to Resolution #23-53, as result of an extension of Tax Increment District Number 6 (TID #6); and

WHEREAS, one of the approved programs includes a collaboration with the Greater Green Bay Habitat for Humanity to participate in the Rock the Block Program utilizing delegated funding from the Affordable Housing Funds and American Rescue Plan Act (ARPA); and

WHEREAS, Rock the Block will assist in the exterior rehabilitation of homes in the City, with a project planned on one side of the river in 2024 and another on the opposite side of the river in 2025, directly impacting a selected neighborhood with visible beneficial improvements, pursuant to the terms and conditions of the Agreement attached hereto; and

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

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Agreement with Greater Green Bay Habitat for Humanity as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Resolution #23-64

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of June, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 06/13/2023

AGREEMENT

THIS AGREEMENT is between the City of De Pere, a Wisconsin municipal corporation, herein referred to as "CITY" and GREATER GREEN BAY HABITAT FOR HUMANITY, INC., Green Bay, Wisconsin, a Wisconsin non-stock, non-profit corporation, herein referred to as "SUBGRANTEE".

I. GENERAL DESCRIPTION

- A. The City has received funding from the tax increment collected from Tax Increment District (TID) No. 6 prior to the termination of said District, to undertake projects and activities as indicated in the City's Resolution #23-53 For the Purpose of Funding Affordable Housing and Improving Housing Stock in the City of De Pere.
- B. Funding under this Agreement shall be paid with Affordable Housing Funds and American Rescue Plan Act (ARPA). The City has allocated a portion of its Affordable Housing Funds and ARPA which will fund the Rock the Block program. The purpose of this program is to assist in rehabilitation of homes occupied by residents within the City of De Pere.
- C. The City will evaluate subgrantee performance to ensure that the scope of services it stated that it would perform in its application for funding as submitted to the City is being carried out in accordance with applicable laws and regulations and to provide technical assistance.
- D. The City will make one payment on a reimbursement basis to the subgrantee after written requests for payment have been made with attached documentation supporting such requests.

II. SCOPE OF SERVICES

- A. The subgrantee shall:
 - (1) Rehabilitate homes in the City of De Pere. Home improvement services include, but are not limited to, safety repairs, beautification, weatherization and home preservation projects.
 - (2) Provide said services in accordance with the objectives outlined in the subgrantee's scope of services (see "Appendix A", which is attached and fully incorporated into this Agreement) and which shall benefit City of De Pere residents only.
 - (3) Match City funding with private donations to complete the project(s). Private donations shall strive to be 1 to 1, but at no point shall the City contribution per project be greater than TWO HUNDRED THOUSAND DOLLARS (\$200,000).
- B. Said services that are eligible for reimbursement shall be based on the following timelines:
 - (1) Selection of an east or west side neighborhood by October 31, 2023.
 - (2) Project 1: commence on or about July 1, 2023, and shall be completed with all requests for reimbursement submitted by December 31, 2024. Any reimbursement

requests submitted to the City after March 31, 2025, will not be eligible for reimbursement.

- (3) Selection of a neighborhood on the opposing side of the river by October 31, 2024.
- (4) Project 2: commence on or about July 1, 2024, and shall be completed with all requests for reimbursement submitted by December 31, 2025. Any reimbursement requests submitted to the City after March 31, 2026, will not be eligible for reimbursement.
- C. The subgrantee certifies that the services carried out with the purpose of receiving reimbursement with the funds under this Agreement will meet one or more of the following objectives: 1) benefit to low and moderate income (LMI) persons; 2) aid in the prevention or elimination of blight through neighborhood revitalization; and 3) meet a need having a particular urgency (as defined in 24 CFR Part 570.208). Services provided in the City of De Pere will meet the blight through neighborhood revitalization and provide the benefit to low- and moderate-income persons. The subgrantee's scope of services "Appendix A" demonstrates the activities to be completed to eliminate conditions of blight or physical decay.
- D. Reimbursements for the provision of rehabilitation services are dependent upon funding received by the City.

III. REPORTING REQUIREMENTS/RECORDS

- A. Project 1: The subgrantee shall also provide a narrative report to the City by December 31, 2024. The report shall provide a yearly summary of accomplishments. The report shall include, at a minimum, the following information:
 - (1) Amount of funds expended per budget and additional funds leveraged for program.
 - (2) Type and amount of services provided in narrative form.
 - (3) Number of total properties.
 - (4) A list of addresses assisted.

Records necessary to substantiate these reports shall be kept on file at the subgrantee's office and shall include all documents, computer records and reports associated with this agreement. Subgrantee agrees to make these records available to the City promptly upon request.

- B. Project 2: The subgrantee shall also provide a narrative report to the City by December 31, 2025. The report shall provide a yearly summary of accomplishments. The report shall include, at a minimum, the following information:
 - (1) Amount of funds expended per budget and additional funds leveraged for program.

- (2) Type and amount of services provided in narrative form.
- (3) Number of total properties.
- (4) A list of addresses assisted.

Records necessary to substantiate these reports shall be kept on file at the subgrantee's office and shall include all documents, computer records and reports associated with this agreement. Subgrantee agrees to make these records available to the City promptly upon request.

- C. All disbursements shall have documentation that substantiates the costs incurred and paid from the Housing Affordability and/or ARPA account are reasonable, allowable, and allocable per this agreement.
- D. Provide the City with a copy of an agency audit upon request, _____, as applicable, for any fiscal year Housing Affordability and/or ARPA funds were received under this Agreement.
- E. All records required under this Agreement shall be retained for seven (7) years after completion of the project, or after the date all pending matters relative to this Agreement are closed, whichever is later. Alternatively, the subgrantee may provide the City with complete and accurate copies of all records related to this Agreement, along with an Affidavit signed under oath verifying that all records have been transferred to the City.
- F. The subgrantee agrees to provide access to the City or any of their duly authorized representatives to any books, documents, papers and records which are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts and transcriptions.
- G. City is subject to applicable open records statutes. Public records laws may apply in some circumstances to certain records created and retained by the City's consultants and contractors. The subgrantee agrees to fully cooperate with the City related to open records requests related to this Agreement. The subgrantee may at its discretion object to or challenge the disclosure of any records but shall do so at its own risk and cost regardless of the outcome of such objection or challenge.

IV. STANDARD PROVISIONS

- A. The subgrantee agrees in all hiring or employment made possible by or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, sex orientation, religion, sex or national origin or gender identity; and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex orientation, sex or national origin or gender identity.. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex orientation, sex or national origin or gender identity.

- B. The subgrantee will make a good faith effort to use minority and women-owned businesses in procurement of supplies related to the activities in the scope of services, and upon request of the City, must provide satisfactory evidence of such effort. Additionally, the subgrantee agrees to provide the City with the name(s) and contract amount(s) of all minority and women-owned businesses awarded contracts related to activities within the scope of services.
- C. The subgrantee agrees to comply with any mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan.
- D. No officer, employee or agent of the City who exercises any functions or responsibilities in the review or approval, or the carrying out of responsibilities, to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

V. PAYMENT FOR SERVICES

- A. Contract Amount: The subgrantee shall perform all work under the scope of services described this Agreement for an amount to be determined by the City, but the amount shall not to exceed the following:

Project 1: TWO HUNDRED THOUSAND DOLLARS (\$200,000).

Project 2: TWO HUNDRED THOUSAND DOLLARS (\$200,000).

- B. Method Of Payment

Project 1: Funds will be released in one lump sum payment in the amount approved by the City, which shall not exceed \$200,000 by the City upon receipt and approval by the City of proper invoice verifying eligible expenses actually incurred by the subgrantee with attached documentation supporting such requests, all of which must be approved by the City before the disbursement of any funds.

Project 2: Funds will be released in one lump sum payment in the amount approved by the City, which shall not exceed \$200,000 by the City upon receipt and approval by the City of proper invoice verifying eligible expenses actually incurred by the subgrantee with attached documentation supporting such requests, all of which must be approved by the City before the disbursement of any funds.

Commented [DJL1]: HFH - This is from the example. Please advise if this is acceptable.

Options - One, two, three, or four equal lump sum payments?

Commented [DJL2]: HFH - This is from the example. Please advise if this is acceptable.

Options - One, two, three, or four equal lump sum payments?

VI. SUSPENSION AND TERMINATION

- A. When the subgrantee has failed to comply with the terms, conditions or standards of this Agreement, the City may, on reasonable notice to the subgrantee, suspend the Agreement and withhold further payments and/or prohibit the subgrantee from incurring additional obligations of funds, pending corrective action by subgrantee, or a decision to terminate in accordance with paragraph B below.
- B. This Agreement may be terminated for cause or convenience.

- (1) **TERMINATION FOR CAUSE:** The City may terminate this Agreement at any time before the date of completion, whenever it is determined that the subgrantee has failed to comply with the conditions of this Agreement. The City shall promptly notify the subgrantee in writing of the determination and the reasons for the termination, together with the effective date. Payments made to the subgrantee or recoveries by the City in the event this Agreement is terminated for cause, shall be in accordance with the legal rights and liabilities of the parties. In the event there is probable cause to believe the subgrantee is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen (15) percent of funds of each project subject to this agreement until such time the subgrantee is found to be in compliance by the City, or otherwise adjudicated to be in compliance. Payments made pursuant to the terms of this Agreement shall not prevent the City's ability to seek the return or reimbursement of funds paid pursuant to any available legal theory.
- (2) **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated without cause upon the terminating party providing sixty (60) days written notice. The party terminating the Agreement shall provide the specific date in which the Agreement will end. The subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The City shall allow full credit to the subgrantee for any noncancellable obligations properly incurred by the subgrantee prior to termination.
- (3) The parties shall promptly settle the terminated grant and execute a written amendment upon settlement, which sets forth the terms and conditions of the settlement Agreement.

VIII. AMENDMENTS

This Agreement may be amended at any time by a written modification mutually agreeable to both parties hereto.

IX. INDEMNIFICATION

The subgrantee agrees to and does hereby hold the City harmless and does hereby indemnify the City against any claims or demands of any person or legal entity arising by reason of this Agreement.

[Signatures on following page]

This Agreement is made this ____ day of _____, 2023, and is specifically binding upon the parties hereto.

**GREATER GREEN BAY
HABITAT FOR HUMANITY, INC.**

CITY OF DE PERE

JESSICA DIEDERICH, EXECUTIVE DIRECTOR

JAMES G. BOYD, MAYOR

CAREY DANEN, CITY CLERK

APPROVED AS TO
FUNDING AVAILABILITY:

PAMELA MANLEY, FINANCE
DIRECTOR

APPROVED AS TO FORM:

ANTHONY S. WACHEWICZ, CITY
ATTORNEY

APPENDIX A

SCOPE OF SERVICES

1. Match City funding with private donations to complete the project(s). Private donations shall strive to be 1 to 1, but at no point shall the City contribution per project be greater than TWO HUNDRED THOUSAND DOLLARS (\$200,000).
2. Work with neighborhood associations, community groups, neighborhood watch groups and the City of De Pere to accept applications for a Neighborhood to be designated a “Rock the Block” neighborhood.
3. Assess applications and rank neighborhood associations, community groups, and neighborhood watch groups in terms of homeowner rates, status of building stock, public space improvement possibility and neighborhood association willingness to engage residents.
4. Notify a chosen neighborhood association, community group, and/or neighborhood watch group of its status as the upcoming “Rock the Block” selected area.
5. Coordinate announcement of the designation. Work with the neighborhood association, community group, and/or neighborhood watch group to communicate designation with residents.
6. Conduct public town hall meetings with other community partners to educate neighborhood association residents on the Rock the Block program: when and how work is done, what work can be done, that all work is free and that property owners can work with the City of De Pere to learn about other City of De Pere home improvement programs.
7. Conduct periodic meetings with neighborhood associations, community groups, neighborhood watch groups, City of De Pere staff, and community partners to update on progress and timeline of Rock the Block effort.
8. Facilitate mailings with the City of De Pere to neighborhood associations, community groups, neighborhood watch groups and residents regarding Rock the Block information and applications for work.
9. Canvas with Habitat, community partner(s) and neighborhood associations, community groups, neighborhood watch groups volunteers door to door to distribute Rock the Block applications. Complete applications with homeowners through the canvassing process or scheduled meetings.
10. Receive Rock the Block applications including work such as: lawn care, landscaping, excess vegetation removal, fence repair, railing repair, power washing, painting, minor exterior home repair, porch repair, storm door replacement, limited contract work such as tree removal and minor concrete repair. Other minor exterior maintenance and improvement projects as requested by homeowner.
11. Evaluate an estimated 20-50 homeowner applications to rank Habitat staff and volunteer capacity to complete work requested.

Appendix A – Page 1 of 3

12. On property assessment of requested work. Recording of potential work site photos. Scope of work agreement notes. Assessment of equipment and build supplies to complete requested work.
13. Testing for lead in proposed work sites. Notification of test results to homeowners. Testing data available to the City.
14. Discussion of building stock issues beyond the scope of Rock the Block. Referrals to City of De Pere Housing Stock Improvement Programs. Notification of other possible agency assistance providers.
15. Formation of scope of work agreements for each Rock the Block homeowner. Mailing of agreements to homeowners.
16. Collection of signed scope of work agreements. Follow up with homeowners.
17. Designation of Rock the Block workdays generally covering 4 workdays with 2 back up rain days.
18. Recruitment through online and community engagement of 100-150 community volunteers to work under Habitat supervision for Rock the Block workdays.
19. Volunteer education regarding Rock the Block work requirements, liability waivers, and general Habitat safety requirements.
20. Application for necessary City of De Pere work permits, right of way permissions, and advisement of relevant city agencies of Rock the Block activities and timeframes.
21. Coordination with De Pere City Parks and Recreation on public space improvements to be conducted in conjunction with Habitat or with Habitat volunteers under Parks and Recreation supervision.
22. Rock the Block volunteer logistics including volunteer t-shirts, signage, volunteer check in centers, safety and emergency procedures.
23. Delivery to Rock the Block work sites of signage, equipment, building supplies, and Rock the Block volunteer site supervisors. Preliminary work site check ins. End of day work assessments. Collection of equipment and unused building supplies.
24. Delivery of lunch to work site volunteers over the Rock the Block workdays. Safety inspections and midday work assessments.
25. Coordination with City Sanitation Services regarding collection and disposal of waste building materials. Bundling and loading of vegetation removed on City of De Pere trucks.
26. Cleaning and preparation of equipment for next Rock the Block workday. Reloading of work site volunteer supply bins.

27. Coordination with community partners regarding media and social media coverage of Rock the Block work.
28. Post event work sites clean up, removal of signage, surveys of participant homeowners, sign off on completion of scope of work with participant homeowners.
29. Coordination of contracted work such as tree removal and concrete repair.
30. Payment of all provider invoices. Recognition of financial donors and volunteers. Invitations for following year engagement.
31. Debriefing with neighborhood association. Post event town hall.
32. Collaboration with city and community partners to assess effectiveness of program.
33. Collaboration with community partners to begin invitation and vetting process for selection of next annual Rock the Block neighborhood associations, community groups, neighborhood watch groups



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 20, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Voucher approval.

ATTACHMENTS:

- 6-1-23 thru 6-20-23 VOUCHERS (PDF)

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 1

VENDOR SET: 01 City of De Pere

BANK: * ALL BANKS

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	6/06/2023			102665		
C-CHECK	VOID CHECK	V	6/20/2023			102813		
C-CHECK	VOID CHECK	V	6/20/2023			102821		
C-CHECK	VOID CHECK	V	6/20/2023			102822		
C-CHECK	VOID CHECK	V	6/20/2023			102823		
C-CHECK	VOID CHECK	V	6/14/2023			102875		
C-CHECK	VOID CHECK	V	6/14/2023			102877		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	7 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	7	0.00	0.00	0.00
BANK: * TOTALS:	7	0.00	0.00	0.00

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 2

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0016	ASSOCIATED BANK							
I-T1 202305314183	FEDERAL WITHHOLDING	D	6/02/2023	43,574.93		000725		
I-T3 202305314183	FICA TAXES	D	6/02/2023	44,725.78		000725		
I-T4 202305314183	MEDICARE TAXES	D	6/02/2023	14,106.02		000725		102,406.73
5133	EMPOWER RETIREMENT (GREAT WEST							
I-121202305314183	Employee Contributions	D	6/02/2023	6,843.00		000726		
I-122202305314183	Employee Contributions	D	6/02/2023	1,308.36		000726		
I-150202305314183	Employee Roth Contributions	D	6/02/2023	1,825.00		000726		
I-152202305314183	Employee Roth Contributions	D	6/02/2023	279.92		000726		10,256.28
0483	NATIONWIDE RETIREMENT SOLUTION							
I-104202305314183	EMPLOYEE CONTRIBUTIONS	D	6/02/2023	5,675.00		000727		
I-151202305314183	Employee Roth Contributions	D	6/02/2023	1,511.00		000727		7,186.00
4043	WI DEPARTMENT OF REVENUE							
I-T2 202305314183	STATE WITHHOLDING	D	6/02/2023	19,650.69		000728		19,650.69
0596	WI SCTF							
I-201202305314183	CHILD SUPPORT/CITY OF DE PERE	D	6/02/2023	1,249.54		000729		1,249.54
0299	WI RETIREMENT FUND							
I-303202305024098	RET POLICE CITY	D	6/14/2023	17,152.71		000730		
I-303202305164131	RET POLICE CITY	D	6/14/2023	17,916.64		000730		
I-304202305024098	RET FIRE CITY	D	6/14/2023	16,483.03		000730		
I-304202305164131	RET FIRE CITY	D	6/14/2023	17,197.46		000730		
I-307202305024098	RET GENERAL EMPLOYER	D	6/14/2023	17,027.27		000730		
I-307202305164131	RET GENERAL EMPLOYER	D	6/14/2023	16,916.14		000730		
I-311202305024098	RET POLICE EMPLOYEE	D	6/14/2023	8,822.92		000730		
I-311202305164131	RET POLICE EMPLOYEE	D	6/14/2023	9,215.80		000730		
I-312202305024098	RET NON-REP EMPLOYEE PORTION	D	6/14/2023	17,027.27		000730		
I-312202305164131	RET NON-REP EMPLOYEE PORTION	D	6/14/2023	16,916.14		000730		
I-314202305024098	RET FIRE EMPLOYEE	D	6/14/2023	6,185.65		000730		
I-314202305164131	RET FIRE EMPLOYEE	D	6/14/2023	6,453.79		000730		167,314.82
0016	ASSOCIATED BANK							
I-T1 202306134213	FEDERAL WITHHOLDING	D	6/16/2023	48,302.22		000731		
I-T3 202306134213	FICA TAXES	D	6/16/2023	47,382.26		000731		
I-T4 202306134213	MEDICARE TAXES	D	6/16/2023	15,929.54		000731		111,614.02
5133	EMPOWER RETIREMENT (GREAT WEST							
I-121202306134213	Employee Contributions	D	6/16/2023	6,844.00		000732		
I-122202306134213	Employee Contributions	D	6/16/2023	1,320.45		000732		
I-150202306134213	Employee Roth Contributions	D	6/16/2023	1,825.00		000732		
I-152202306134213	Employee Roth Contributions	D	6/16/2023	267.21		000732		10,256.66

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 3

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0483	NATIONWIDE RETIREMENT SOLUTION							
I-104202306134213	EMPLOYEE CONTRIBUTIONS	D	6/16/2023	5,675.00		000733		
I-151202306134213	Employee Roth Contributions	D	6/16/2023	1,511.00		000733		7,186.00
4043	WI DEPARTMENT OF REVENUE							
I-T2 202306134213	STATE WITHHOLDING	D	6/16/2023	21,364.71		000734		21,364.71
0596	WI SCTF							
I-201202306134213	CHILD SUPPORT/CITY OF DE PERE	D	6/16/2023	1,249.54		000735		1,249.54
7583	ADVANCE AUTO PARTS							
I-6339-327218	ADVANCE AUTO PARTS	R	6/06/2023	17.45		102601		17.45
0302	AIRGAS USA LLC							
I-9996382153	AIRGAS USA LLC	R	6/06/2023	621.40		102602		621.40
0007	AMBROSIUS SALES & SERVICE							
I-56925	AMBROSIUS SALES & SERVICE	R	6/06/2023	243.84		102603		243.84
7873	AMERICAN CONSERVATION & BILLIN							
I-15313	AMERICAN CONSERVATION & BILLIN	R	6/06/2023	1,042.00		102604		1,042.00
8362	AURORA HEALTH CARE							
I-770299	AURORA HEALTH CARE	R	6/06/2023	50.00		102605		50.00
8839	AURORA HEALTH CARE							
I-202305224147	AURORA HEALTH CARE	R	6/06/2023	305.60		102606		305.60
0020	BADGERLAND PRINTING INC							
I-39774	BADGERLAND PRINTING INC	R	6/06/2023	44.00		102607		
I-39858	BADGERLAND PRINTING INC	R	6/06/2023	15.00		102607		
I-39888	BADGERLAND PRINTING INC	R	6/06/2023	119.00		102607		178.00
8997	BAIRD CREEK CANINE CONNECTION							
I-1051	BAIRD CREEK CANINE CONNECTION	R	6/06/2023	250.00		102608		250.00
6404	BAY AREA TESTING & CONSULTING							
I-6433	BAY AREA TESTING & CONSULTING	R	6/06/2023	594.50		102609		
I-6434	BAY AREA TESTING & CONSULTING	R	6/06/2023	532.00		102609		
I-6435	BAY AREA TESTING & CONSULTING	R	6/06/2023	1,601.10		102609		
I-6436	BAY AREA TESTING & CONSULTING	R	6/06/2023	504.70		102609		
I-6437	BAY AREA TESTING & CONSULTING	R	6/06/2023	499.30		102609		
I-6438	BAY AREA TESTING & CONSULTING	R	6/06/2023	1,605.90		102609		
I-6439	BAY AREA TESTING & CONSULTING	R	6/06/2023	698.50		102609		6,036.00

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 4

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0027	BAY TOWEL INC							
I-4501292	BAY TOWEL INC	R	6/06/2023	120.80		102610		
I-4507674	BAY TOWEL INC	R	6/06/2023	116.00		102610		
I-4507675	BAY TOWEL INC	R	6/06/2023	194.89		102610		431.69
0025	BAYCOM INC							
I-EQUIPINV_043469	BAYCOM INC	R	6/06/2023	217.90		102611		217.90
5961	BEST EQUIPMENT							
I-12364	BEST EQUIPMENT	R	6/06/2023	321.50		102612		321.50
6814	JAMES BOYD							
I-202305304178	JAMES BOYD	R	6/06/2023	171.61		102613		171.61
0038	BROADWAY AUTOMOTIVE INC							
C-CM643107P	BROADWAY AUTOMOTIVE INC	R	6/06/2023	100.00CR		102614		
I-1135140	BROADWAY AUTOMOTIVE INC	R	6/06/2023	1,011.61		102614		
I-642860P	BROADWAY AUTOMOTIVE INC	R	6/06/2023	146.58		102614		
I-644826P	BROADWAY AUTOMOTIVE INC	R	6/06/2023	259.08		102614		
I-644826PX1	BROADWAY AUTOMOTIVE INC	R	6/06/2023	521.09		102614		
I-644874P	BROADWAY AUTOMOTIVE INC	R	6/06/2023	247.56		102614		
I-645014P	BROADWAY AUTOMOTIVE INC	R	6/06/2023	290.12		102614		2,376.04
6967	BROCK WHITE COMPANY LLC							
I-15838301-00	BROCK WHITE COMPANY LLC	R	6/06/2023	4,005.85		102615		4,005.85
0795	BROWN COUNTY FIRE CHIEFS ASSOC							
I-202305224148	BROWN COUNTY FIRE CHIEFS ASSOC	R	6/06/2023	15.00		102616		15.00
5855	BROWN COUNTY MABAS 112							
I-202305224149	BROWN COUNTY MABAS 112	R	6/06/2023	100.00		102617		100.00
0046	BROWN COUNTY PORT & RESOURCE R							
I-54197	BROWN COUNTY PORT & RESOURCE R	R	6/06/2023	28,952.62		102618		28,952.62
7745	KELLY BURKE							
I-202305224150	KELLY BURKE	R	6/06/2023	16.90		102619		16.90
6724	CARAHSOFT TECHNOLOGY CORP							
I-37254787INV	CARAHSOFT TECHNOLOGY CORP	R	6/06/2023	5,410.00		102620		5,410.00
0536	CDW GOVERNMENT INC							
I-JF51865	CDW GOVERNMENT INC	R	6/06/2023	345.80		102621		
I-JK53327	CDW GOVERNMENT INC	R	6/06/2023	222.93		102621		
I-JK78639	CDW GOVERNMENT INC	R	6/06/2023	127.39		102621		
I-JL29181	CDW GOVERNMENT INC	R	6/06/2023	48.60		102621		
I-JL70687	CDW GOVERNMENT INC	R	6/06/2023	44.10		102621		788.82

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 5

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6575	CEDAR CORP							
I-115367	CEDAR CORP	R	6/06/2023	20,000.00		102622		20,000.00
8800	CIVICPLUS LLC							
I-CA007B83-0003	CIVICPLUS LLC	R	6/06/2023	295.00		102623		295.00
2708	CLEANING SOLUTION SERVICES INC							
I-23032	CLEANING SOLUTION SERVICES INC	R	6/06/2023	1,758.93		102624		
I-23073	CLEANING SOLUTION SERVICES INC	R	6/06/2023	228.73		102624		
I-23078	CLEANING SOLUTION SERVICES INC	R	6/06/2023	262.69		102624		
I-23081	CLEANING SOLUTION SERVICES INC	R	6/06/2023	31.83		102624		
I-23082	CLEANING SOLUTION SERVICES INC	R	6/06/2023	139.53		102624		2,421.71
7639	CORE & MAIN LP							
I-Q305562	CORE & MAIN LP	R	6/06/2023	16,391.82		102625		
I-S873270	CORE & MAIN LP	R	6/06/2023	990.00		102625		17,381.82
1302	DE KEYSER CONST CO INC							
I-2300-032	DE KEYSER CONST CO INC	R	6/06/2023	13,224.04		102626		13,224.04
5668	DE PERE HEALTH DEPT							
I-202305224151	DE PERE HEALTH DEPT	R	6/06/2023	373.00		102627		
I-202305224152	DE PERE HEALTH DEPT	R	6/06/2023	198.00		102627		
I-202305224153	DE PERE HEALTH DEPT	R	6/06/2023	183.00		102627		
I-202305224154	DE PERE HEALTH DEPT	R	6/06/2023	373.00		102627		
I-202305224155	DE PERE HEALTH DEPT	R	6/06/2023	183.00		102627		
I-202305224156	DE PERE HEALTH DEPT	R	6/06/2023	183.00		102627		
I-202305224157	DE PERE HEALTH DEPT	R	6/06/2023	426.00		102627		1,919.00
2925	DE PERE OPTIMIST CLUB							
I-202305224158	DE PERE OPTIMIST CLUB	R	6/06/2023	29.00		102628		29.00
0075	DIGGERS HOTLINE INC							
I-230 4 36401	DIGGERS HOTLINE INC	R	6/06/2023	2,039.84		102629		2,039.84
3212	DIXON ENGINEERING INC							
I-23-0428	DIXON ENGINEERING INC	R	6/06/2023	1,650.00		102630		1,650.00
0085	EMERGENCY MEDICAL PRODUCTS INC							
I-2551559	EMERGENCY MEDICAL PRODUCTS INC	R	6/06/2023	182.87		102631		
I-2551560	EMERGENCY MEDICAL PRODUCTS INC	R	6/06/2023	7.98		102631		190.85
7422	EXCEL UNDERGROUND LLC							
I-10519	EXCEL UNDERGROUND LLC	R	6/06/2023	13,561.78		102632		13,561.78

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 6

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7451	FACILITIES MANAGEMENT EXPRESS							
I-27841	FACILITIES MANAGEMENT EXPRESS	R	6/06/2023	3,472.88		102633		3,472.88
6497	FIRE SAFETY USA INC							
I-172420	FIRE SAFETY USA INC	R	6/06/2023	3,125.00		102634		3,125.00
0200	FIRST SUPPLY LLC							
I-13655924-01	FIRST SUPPLY LLC	R	6/06/2023	19.64		102635		19.64
0098	FLY ME FLAG CO INC							
I-9149	FLY ME FLAG CO INC	R	6/06/2023	94.95		102636		
I-9199	FLY ME FLAG CO INC	R	6/06/2023	2,748.00		102636		2,842.95
0835	FOSTER COACH SALES INC							
I-25795	FOSTER COACH SALES INC	R	6/06/2023	769.27		102637		
I-25824	FOSTER COACH SALES INC	R	6/06/2023	329.88		102637		1,099.15
7767	FREEDOM OVERHEAD DOORS							
I-48146	FREEDOM OVERHEAD DOORS	R	6/06/2023	1,509.00		102638		
I-48466	FREEDOM OVERHEAD DOORS	R	6/06/2023	1,030.00		102638		2,539.00
3655	FUN EXPRESS LLC							
I-72416497601	FUN EXPRESS LLC	R	6/06/2023	326.82		102639		326.82
0562	GALLS LLC							
I-24209482	GALLS LLC	R	6/06/2023	156.75		102640		156.75
8347	GFL ENVIRONMENTAL							
I-U60000151288	GFL ENVIRONMENTAL	R	6/06/2023	1,134.00		102641		1,134.00
0124	GREEN BAY CITY TREASURER							
I-171918	GREEN BAY CITY TREASURER	R	6/06/2023	36,699.50		102642		
I-172811	GREEN BAY CITY TREASURER	R	6/06/2023	13,162.55		102642		49,862.05
6608	TRISTA GROTH							
I-202305254177	TRISTA GROTH	R	6/06/2023	181.21		102643		181.21
6023	EUGENE HACKBARTH							
I-202305254171	EUGENE HACKBARTH	R	6/06/2023	420.32		102644		420.32
7266	HOLTON BROTHERS INC							
I-13897	HOLTON BROTHERS INC	R	6/06/2023	10,500.00		102645		10,500.00

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 7

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6589	HSBS EWD							
I-202305254172	HSBS EWD	R	6/06/2023	93.00		102646		93.00
1399	INDOFF INC							
I-3647901	INDOFF INC	R	6/06/2023	67.80		102647		
I-3649271	INDOFF INC	R	6/06/2023	18.04		102647		
I-3649554	INDOFF INC	R	6/06/2023	66.50		102647		
I-3651122	INDOFF INC	R	6/06/2023	22.85		102647		
I-3651697	INDOFF INC	R	6/06/2023	77.70		102647		
I-3651715	INDOFF INC	R	6/06/2023	649.43		102647		
I-3652527	INDOFF INC	R	6/06/2023	71.90		102647		
I-3653489	INDOFF INC	R	6/06/2023	12.27		102647		986.49
0567	INDUSTRIAL MARKETING CORP							
I-44416	INDUSTRIAL MARKETING CORP	R	6/06/2023	61.56		102648		61.56
8914	INNER DIMENSIONS WELLNESS LLC							
I-51623COD	INNER DIMENSIONS WELLNESS LLC	R	6/06/2023	196.00		102649		196.00
6809	JACK'S MAINTENANCE SERVICE INC							
I-1483	JACK'S MAINTENANCE SERVICE INC	R	6/06/2023	360.00		102650		360.00
0362	JOHNSON CONTROLS FIRE PROTECTI							
I-23522782	JOHNSON CONTROLS FIRE PROTECTI	R	6/06/2023	250.00		102651		250.00
8364	JOHNSTONE SUPPLY							
I-6049870	JOHNSTONE SUPPLY	R	6/06/2023	140.99		102652		
I-6060746	JOHNSTONE SUPPLY	R	6/06/2023	79.50		102652		
I-6060767	JOHNSTONE SUPPLY	R	6/06/2023	146.08		102652		
I-6060807	JOHNSTONE SUPPLY	R	6/06/2023	158.08		102652		
I-6060872	JOHNSTONE SUPPLY	R	6/06/2023	82.90		102652		
I-6060919	JOHNSTONE SUPPLY	R	6/06/2023	707.36		102652		1,314.91
2602	JOSSART BROTHERS INC							
I-5454	JOSSART BROTHERS INC	R	6/06/2023	2,721.00		102653		2,721.00
1276	JX ENTERPRISES INC							
I-14259176P	JX ENTERPRISES INC	R	6/06/2023	324.00		102654		
I-14259191P	JX ENTERPRISES INC	R	6/06/2023	36.00		102654		
I-14259824P	JX ENTERPRISES INC	R	6/06/2023	111.98		102654		471.98
9009	KLM ENGINEERING INC							
I-9541	KLM ENGINEERING INC	R	6/06/2023	1,500.00		102655		
I-9543	KLM ENGINEERING INC	R	6/06/2023	2,900.00		102655		4,400.00

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 8

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9010	WILL KUCHELMEISTER							
I-202305254173	WILL KUCHELMEISTER	R	6/06/2023	176.40		102656		176.40
6577	LAKELAND LAWN CARE							
I-113601	LAKELAND LAWN CARE	R	6/06/2023	5,683.60		102657		
I-115498	LAKELAND LAWN CARE	R	6/06/2023	1,365.00		102657		7,048.60
7063	LEAVES INSPIRED TREE NURSERY L							
I-909	LEAVES INSPIRED TREE NURSERY L	R	6/06/2023	3,049.00		102658		3,049.00
7082	LEE RECREATION LLC							
I-15553-23	LEE RECREATION LLC	R	6/06/2023	1,620.00		102659		1,620.00
0160	LIZER LAWN CARE & IRRIGATION							
I-141594	LIZER LAWN CARE & IRRIGATION	R	6/06/2023	1,700.00		102660		1,700.00
7444	SARA LORNSON							
I-202305254174	SARA LORNSON	R	6/06/2023	186.79		102661		186.79
7446	MACQUEEN EQUIPMENT							
I-W06141	MACQUEEN EQUIPMENT	R	6/06/2023	1,725.59		102662		1,725.59
0903	THE MAIL HAUS INC							
I-175930	THE MAIL HAUS INC	R	6/06/2023	1,747.67		102663		1,747.67
0173	MENARDS INC							
I-14642	MENARDS INC	R	6/06/2023	19.96		102664		
I-14686	MENARDS INC	R	6/06/2023	53.91		102664		
I-14938	MENARDS INC	R	6/06/2023	49.98		102664		
I-15130	MENARDS INC	R	6/06/2023	26.88		102664		
I-15247	MENARDS INC	R	6/06/2023	219.99		102664		
I-15250	MENARDS INC	R	6/06/2023	71.95		102664		
I-15301	MENARDS INC	R	6/06/2023	290.70		102664		
I-15361	MENARDS INC	R	6/06/2023	25.63		102664		
I-15399	MENARDS INC	R	6/06/2023	219.28		102664		
I-15403	MENARDS INC	R	6/06/2023	205.43		102664		
I-15453	MENARDS INC	R	6/06/2023	30.53		102664		
I-15548	MENARDS INC	R	6/06/2023	42.95		102664		
I-15562	MENARDS INC	R	6/06/2023	32.64		102664		
I-15617	MENARDS INC	R	6/06/2023	25.98		102664		
I-15760	MENARDS INC	R	6/06/2023	72.46		102664		
I-15768	MENARDS INC	R	6/06/2023	77.38		102664		
I-15769	MENARDS INC	R	6/06/2023	41.88		102664		
I-15910	MENARDS INC	R	6/06/2023	154.68		102664		
I-15924	MENARDS INC	R	6/06/2023	7.91		102664		
I-15969	MENARDS INC	R	6/06/2023	84.29		102664		
I-15995	MENARDS INC	R	6/06/2023	35.76		102664		1,790.17

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 9

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8055	NAOMI MOES							
I-AAFLR2021/2023	NAOMI MOES	R	6/06/2023	250.00		102666		250.00
2744	MSA PROFESSIONAL SERVICES INC							
I-R09441032.0 - 2	MSA PROFESSIONAL SERVICES INC	R	6/06/2023	5,520.00		102667		5,520.00
8431	MULTI MEDIA CHANNELS LLC							
I-67295	MULTI MEDIA CHANNELS LLC	R	6/06/2023	999.38		102668		999.38
9011	MYSTAIRE							
I-S014274	MYSTAIRE	R	6/06/2023	8,595.00		102669		8,595.00
7129	NELSON TACTICAL							
I-3160	NELSON TACTICAL	R	6/06/2023	53.28		102670		53.28
8749	NEUMAN POOLS INC							
I-43437	NEUMAN POOLS INC	R	6/06/2023	4,658.78		102671		4,658.78
0531	NORTHEAST AUTO PARTS INC							
I-387291	NORTHEAST AUTO PARTS INC	R	6/06/2023	22.55		102672		
I-387420	NORTHEAST AUTO PARTS INC	R	6/06/2023	39.49		102672		
I-387623	NORTHEAST AUTO PARTS INC	R	6/06/2023	24.68		102672		
I-387630	NORTHEAST AUTO PARTS INC	R	6/06/2023	173.90		102672		
I-387637	NORTHEAST AUTO PARTS INC	R	6/06/2023	7.10		102672		
I-387698	NORTHEAST AUTO PARTS INC	R	6/06/2023	15.08		102672		
I-387783	NORTHEAST AUTO PARTS INC	R	6/06/2023	9.99		102672		
I-387786	NORTHEAST AUTO PARTS INC	R	6/06/2023	11.39		102672		
I-387886	NORTHEAST AUTO PARTS INC	R	6/06/2023	12.82		102672		
I-387891	NORTHEAST AUTO PARTS INC	R	6/06/2023	39.50		102672		
I-387903	NORTHEAST AUTO PARTS INC	R	6/06/2023	15.21		102672		371.71
3250	NORTHERN LAKE SERVICE							
I-2306271	NORTHERN LAKE SERVICE	R	6/06/2023	706.48		102673		706.48
8327	OSBURN ASSOCIATES INC							
I-301453	OSBURN ASSOCIATES INC	R	6/06/2023	705.50		102674		705.50
5476	PERSONNEL EVALUATION INC							
I-47524	PERSONNEL EVALUATION INC	R	6/06/2023	41.00		102675		41.00
0208	POMP'S TIRE SERVICE INC							
I-90084043	POMP'S TIRE SERVICE INC	R	6/06/2023	36.80		102676		36.80

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 10

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7923	QUEST DIAGNOSTICS							
I-T 1463469	QUEST DIAGNOSTICS	R	6/06/2023	3,343.41		102677		
I-T 1466248	QUEST DIAGNOSTICS	R	6/06/2023	2,904.93		102677		6,248.34
9012	QUICKSCORES LLC							
I-231107	QUICKSCORES LLC	R	6/06/2023	140.00		102678		140.00
8277	R BAUMAN & ASSOCIATES SC							
I-1603	R BAUMAN & ASSOCIATES SC	R	6/06/2023	905.40		102679		905.40
1434	PAULA RAHN							
I-202305254175	PAULA RAHN	R	6/06/2023	375.44		102680		375.44
0227	REINDERS INC							
I-6026185-01	REINDERS INC	R	6/06/2023	21.42		102681		
I-6032405-00	REINDERS INC	R	6/06/2023	229.91		102681		
I-6032405-01	REINDERS INC	R	6/06/2023	211.68		102681		
I-6032538-00	REINDERS INC	R	6/06/2023	364.70		102681		827.71
6971	RENNERT'S FIRE EQUIP SERV INC.							
I-INV-630	RENNERT'S FIRE EQUIP SERV INC.	R	6/06/2023	448.00		102682		
I-INV-631	RENNERT'S FIRE EQUIP SERV INC.	R	6/06/2023	225.00		102682		
I-INV-632	RENNERT'S FIRE EQUIP SERV INC.	R	6/06/2023	225.00		102682		
I-INV-639	RENNERT'S FIRE EQUIP SERV INC.	R	6/06/2023	362.54		102682		1,260.54
0158	ROBERT E LEE & ASSOCIATES INC							
I-84224	ROBERT E LEE & ASSOCIATES INC	R	6/06/2023	707.18		102683		
I-84225	ROBERT E LEE & ASSOCIATES INC	R	6/06/2023	277.51		102683		
I-84226	ROBERT E LEE & ASSOCIATES INC	R	6/06/2023	679.00		102683		1,663.69
7596	ROCKEY FENCE LLC							
I-202305304179	ROCKEY FENCE LLC	R	6/06/2023	2,727.00		102684		2,727.00
7914	SABA SOFTWARE (CANADA) INC							
I-53135	SABA SOFTWARE (CANADA) INC	R	6/06/2023	7,247.26		102685		7,247.26
0501	SAINT MARY'S HOSPITAL							
I-1713	SAINT MARY'S HOSPITAL	R	6/06/2023	6.55		102686		6.55
7221	SCENICVIEW LANDSCAPE							
I-78954	SCENICVIEW LANDSCAPE	R	6/06/2023	635.00		102687		
I-80780	SCENICVIEW LANDSCAPE	R	6/06/2023	2,204.00		102687		
I-80781	SCENICVIEW LANDSCAPE	R	6/06/2023	4,160.50		102687		6,999.50

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 11

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7951	SECURITY-LUEBKE ROOFING INC							
I-7230433-1	SECURITY-LUEBKE ROOFING INC	R	6/06/2023	889.10		102688		889.10
3545	SHORT ELLIOTT HENDRICKSON INC							
I-445648	SHORT ELLIOTT HENDRICKSON INC	R	6/06/2023	7,359.72		102689		7,359.72
3378	STRYKER SALES CORP							
I-12128923DM	STRYKER SALES CORP	R	6/06/2023	48,248.53		102690		48,248.53
8436	SUBURBAN WILDLIFE SOLUTIONS LL							
I-7108	SUBURBAN WILDLIFE SOLUTIONS LL	R	6/06/2023	7,535.00		102691		7,535.00
5568	SYBLE HOPP SCHOOL							
I-202305304180	SYBLE HOPP SCHOOL	R	6/06/2023	1,050.00		102692		1,050.00
6557	TILLMANN WHOLESALE GROWERS							
I-287346	TILLMANN WHOLESALE GROWERS	R	6/06/2023	180.00		102693		180.00
7888	TITLETOWN DRONES LLC							
I-23-444	TITLETOWN DRONES LLC	R	6/06/2023	2,068.00		102694		2,068.00
1695	TOYS FOR TRUCKS							
I-INV162668	TOYS FOR TRUCKS	R	6/06/2023	54.47		102695		54.47
0268	TRUCK EQUIPMENT INC							
I-1051805-00	TRUCK EQUIPMENT INC	R	6/06/2023	98.16		102696		98.16
8246	ULTIMATE SAFETY CONCEPTS INC							
I-205438	ULTIMATE SAFETY CONCEPTS INC	R	6/06/2023	3,121.30		102697		3,121.30
0272	UNIFORM SHOPPE INC							
I-333213	UNIFORM SHOPPE INC	R	6/06/2023	24.95		102698		
I-333232	UNIFORM SHOPPE INC	R	6/06/2023	168.80		102698		
I-333262	UNIFORM SHOPPE INC	R	6/06/2023	143.90		102698		
I-333322	UNIFORM SHOPPE INC	R	6/06/2023	24.95		102698		
I-333392	UNIFORM SHOPPE INC	R	6/06/2023	59.95		102698		
I-333467	UNIFORM SHOPPE INC	R	6/06/2023	290.80		102698		
I-333505	UNIFORM SHOPPE INC	R	6/06/2023	370.75		102698		
I-333564	UNIFORM SHOPPE INC	R	6/06/2023	22.95		102698		
I-333665	UNIFORM SHOPPE INC	R	6/06/2023	260.85		102698		
I-333937	UNIFORM SHOPPE INC	R	6/06/2023	74.90		102698		1,442.80
0857	USA BLUEBOOK							
I-INV00002396	USA BLUEBOOK	R	6/06/2023	171.85		102699		171.85

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 12

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0277	VAN'S FIRE & SAFETY INC							
I-4170343	VAN'S FIRE & SAFETY INC	R	6/06/2023	604.52		102700		604.52
7210	VANDEN PLAS PORTABLE SOLUTIONS							
I-13409	VANDEN PLAS PORTABLE SOLUTIONS	R	6/06/2023	144.92		102701		144.92
5539	VORPAHL FIRE & SAFETY CORP							
I-215361814	VORPAHL FIRE & SAFETY CORP	R	6/06/2023	10.00		102702		10.00
8890	WALKER CONSULTANTS							
I-210050490003	WALKER CONSULTANTS	R	6/06/2023	6,000.00		102703		6,000.00
0238	WAUSAU EQUIPMENT CO INC							
I-8487689	WAUSAU EQUIPMENT CO INC	R	6/06/2023	4,069.68		102704		4,069.68
2645	WI DEPT OF JUSTICE							
I-202305304181	WI DEPT OF JUSTICE	R	6/06/2023	154.00		102705		154.00
0294	WI DEPT OF TRANSPORTATION BBS							
I-395-0000303456	WI DEPT OF TRANSPORTATION BBS	R	6/06/2023	11,135.00		102706		
I-395-0000303491	WI DEPT OF TRANSPORTATION BBS	R	6/06/2023	9,475.43		102706		20,610.43
4550	WI EMS ASSOCIATION							
I-300002034	WI EMS ASSOCIATION	R	6/06/2023	400.00		102707		400.00
1437	WI MUNICIPAL JUDGES ASSOCIATIO							
I-202305254176	WI MUNICIPAL JUDGES ASSOCIATIO	R	6/06/2023	100.00		102708		100.00
1210	WIL KIL PEST CONTROL							
I-4634022	WIL KIL PEST CONTROL	R	6/06/2023	119.78		102709		
I-4635278	WIL KIL PEST CONTROL	R	6/06/2023	122.43		102709		242.21
7936	JOE YOUNG							
I-202305304182	JOE YOUNG	R	6/06/2023	34.80		102710		34.80
0016	ASSOCIATED BANK							
I-218202305314183	FF Welfare Fund Acct #80406116	R	6/02/2023	196.00		102720		196.00
7526	CITY OF DE PERE - FLEX							
I-114202305314183	HEALTH CARE CONTRIBUTIONS	R	6/02/2023	2,890.87		102721		
I-115202305314183	DEPENDENT CARE CONTRIBUTIONS	R	6/02/2023	384.60		102721		3,275.47
8187	WISCONSIN DEPT OF REVENUE							
I-DOR202305314183	G N HENRIGILLIS LEVY PROCEEDS	R	6/02/2023	80.12		102722		80.12

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 13

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0472	FOX COMMUNITIES CREDIT UNION							
I-211202305314183	DE PERE POLICE EMPLOYEE DUES	R	6/02/2023	465.00		102723		465.00
7950	FOX COMMUNITIES CREDIT UNION							
I-216202305314183	LOCAL 141 CHARITIES	R	6/02/2023	19.00		102724		19.00
0471	IAFF LOCAL 141 AFL-CIO CLC							
I-210202305314183	IAFF LOCAL 141 EMPLOYEE DUES	R	6/02/2023	720.59		102725		720.59
4262	LIFE INSURANCE OF THE SOUTHWES							
I-116202305314183	ALTERNATIVE FICA	R	6/02/2023	2,352.33		102726		2,352.33
6551	ASSOCIATED BANK							
I-202306074193	ASSOCIATED BANK	R	6/07/2023	850.00		102727		850.00
0011	AT&T WISCONSIN							
I-202306074194	AT&T WISCONSIN	R	6/07/2023	851.99		102728		851.99
0043	BROWN COUNTY PARK MANAGEMENT							
I-202306074195	BROWN COUNTY PARK MANAGEMENT	R	6/07/2023	3,520.00		102729		3,520.00
2984	BROWN COUNTY TREASURER							
I-202306074196	BROWN COUNTY TREASURER	R	6/07/2023	1,602.90		102730		1,602.90
0520	CENTRAL BROWN COUNTY WATER AUT							
I-3361	CENTRAL BROWN COUNTY WATER AUT	R	6/07/2023	311,584.47		102731		311,584.47
6727	ROBERT CUENE							
I-202306074197	ROBERT CUENE	R	6/07/2023	964.32		102732		964.32
5532	GARROW OIL CORP							
I-1088142	GARROW OIL CORP	R	6/07/2023	21,578.00		102733		21,578.00
0348	GREEN BAY METRO SEWERAGE DISTR							
I-1801	GREEN BAY METRO SEWERAGE DISTR	R	6/07/2023	515,091.32		102734		
I-1813	GREEN BAY METRO SEWERAGE DISTR	R	6/07/2023	73,345.76		102734		588,437.08
7245	GREEN BAY WATER UTILITY							
I-173223	GREEN BAY WATER UTILITY	R	6/07/2023	20,901.00		102735		20,901.00
0362	JOHNSON CONTROLS FIRE PROTECTI							
I-41637068	JOHNSON CONTROLS FIRE PROTECTI	R	6/07/2023	9,227.08		102736		9,227.08

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 14

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7189	KWIK TRIP INC.							
I-28126	KWIK TRIP INC.	R	6/07/2023	65.56		102737		65.56
0180	MONROE TRUCK EQUIPMENT INC							
I-46106	MONROE TRUCK EQUIPMENT INC	R	6/07/2023	133,955.00		102738		
I-46106-2	MONROE TRUCK EQUIPMENT INC	R	6/07/2023	133,955.00		102738		267,910.00
1	PFANKACH, JOHN & NANCY							
I-202306074198	REFUND	R	6/07/2023	20.23		102739		20.23
0555	SPECTRUM							
I-202306074199	SPECTRUM	R	6/07/2023	344.40		102740		344.40
4816	STATE OF WI COURT FINES & SURC							
I-202306074200	STATE OF WI COURT FINES & SURC	R	6/07/2023	5,373.07		102741		5,373.07
1519	CHERYL J VERTZ							
I-202306074201	CHERYL J VERTZ	R	6/07/2023	896.79		102742		896.79
0298	WI PUBLIC SERVICE							
I-202306074202	WI PUBLIC SERVICE	R	6/07/2023	19,901.30		102743		19,901.30
6551	ASSOCIATED BANK							
I-202306094204	ASSOCIATED BANK	R	6/09/2023	350.00		102744		350.00
8410	1ST CHOICE PEST CONTROL							
I-29423	1ST CHOICE PEST CONTROL	R	6/20/2023	150.00		102745		
I-29426	1ST CHOICE PEST CONTROL	R	6/20/2023	270.00		102745		420.00
4632	ACCURATE APPRAISAL LLC							
I-4249	ACCURATE APPRAISAL LLC	R	6/20/2023	15,200.00		102746		15,200.00
7583	ADVANCE AUTO PARTS							
I-6339-328196	ADVANCE AUTO PARTS	R	6/20/2023	6.64		102747		6.64
0302	AIRGAS USA LLC							
I-9137757099	AIRGAS USA LLC	R	6/20/2023	359.82		102748		
I-9996382154	AIRGAS USA LLC	R	6/20/2023	257.32		102748		
I-9997114328	AIRGAS USA LLC	R	6/20/2023	641.51		102748		
I-9997114329	AIRGAS USA LLC	R	6/20/2023	263.72		102748		1,522.37
2982	ALL CITY COMMUNICATIONS							
I-4699411-060123	ALL CITY COMMUNICATIONS	R	6/20/2023	92.00		102749		92.00

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 15

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1781	ASPHALT SEAL & REPAIR INC							
I-23-13 (1)	ASPHALT SEAL & REPAIR INC	R	6/20/2023	89,101.72		102750		89,101.72
0496	ASTRO HYDRAULICS INC							
I-74780	ASTRO HYDRAULICS INC	R	6/20/2023	882.90		102751		
I-75202	ASTRO HYDRAULICS INC	R	6/20/2023	737.95		102751		1,620.85
0442	BADGER LABORATORIES INC							
I-23-53013718	BADGER LABORATORIES INC	R	6/20/2023	696.00		102752		696.00
0019	BADGER POPCORN & CONC SUPPLY I							
I-502947	BADGER POPCORN & CONC SUPPLY I	R	6/20/2023	1,283.46		102753		
I-503427	BADGER POPCORN & CONC SUPPLY I	R	6/20/2023	229.38		102753		1,512.84
0020	BADGERLAND PRINTING INC							
I-39923	BADGERLAND PRINTING INC	R	6/20/2023	52.00		102754		
I-39940	BADGERLAND PRINTING INC	R	6/20/2023	274.00		102754		
I-39965	BADGERLAND PRINTING INC	R	6/20/2023	56.00		102754		382.00
0023	BATTERIES PLUS LLC							
I-P62641950	BATTERIES PLUS LLC	R	6/20/2023	33.73		102755		
I-P62828099	BATTERIES PLUS LLC	R	6/20/2023	113.15		102755		146.88
0027	BAY TOWEL INC							
I-4513876	BAY TOWEL INC	R	6/20/2023	116.00		102756		
I-4513877	BAY TOWEL INC	R	6/20/2023	194.89		102756		310.89
0028	BAY VERTE MACHINERY INC							
I-484713-00	BAY VERTE MACHINERY INC	R	6/20/2023	4,283.45		102757		
I-495348-00	BAY VERTE MACHINERY INC	R	6/20/2023	218.37		102757		
I-496183-00	BAY VERTE MACHINERY INC	R	6/20/2023	106.98		102757		4,608.80
8891	BAYCARE AURORA LLC							
I-188-CI0000433	BAYCARE AURORA LLC	R	6/20/2023	111.73		102758		111.73
0033	BIRDSEYE DAIRY INC							
I-160426	BIRDSEYE DAIRY INC	R	6/20/2023	808.80		102759		
I-160429	BIRDSEYE DAIRY INC	R	6/20/2023	2,122.88		102759		2,931.68
3008	BOUND TREE MEDICAL LLC							
I-84964138	BOUND TREE MEDICAL LLC	R	6/20/2023	72.59		102760		
I-84967175	BOUND TREE MEDICAL LLC	R	6/20/2023	43.51		102760		
I-84969852	BOUND TREE MEDICAL LLC	R	6/20/2023	302.20		102760		
I-84979825	BOUND TREE MEDICAL LLC	R	6/20/2023	78.62		102760		496.92

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 16

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0038	BROADWAY AUTOMOTIVE INC							
C-CM644874P	BROADWAY AUTOMOTIVE INC	R	6/20/2023	100.00CR		102761		
C-CM645014P	BRAODWAY AUTOMOTIVE	R	6/20/2023	100.00CR		102761		
I-1128533P	BROADWAY AUTOMOTIVE INC	R	6/20/2023	171.08		102761		
I-1130356P	BROADWAY AUTOMOTIVE INC	R	6/20/2023	38.30		102761		
I-1130855P	BROADWAY AUTOMOTIVE INC	R	6/20/2023	111.82		102761		
I-647695P	BROADWAY AUTOMOTIVE INC	R	6/20/2023	274.86		102761		
I-648403P	BROADWAY AUTOMOTIVE INC	R	6/20/2023	411.75		102761		
I-649049P	BROADWAY AUTOMOTIVE INC	R	6/20/2023	273.52		102761		1,081.33
2944	BROWN COUNTY JAIL							
I-DEPERE05.2023	BROWN COUNTY JAIL	R	6/20/2023	480.00		102762		480.00
0046	BROWN COUNTY PORT & RESOURCE R							
I-54480	BROWN COUNTY PORT & RESOURCE R	R	6/20/2023	29,878.09		102763		29,878.09
0044	BROWN COUNTY REGISTER OF DEEDS							
I-INVOICE_1150	BROWN COUNTY REGISTER OF DEEDS	R	6/20/2023	5.50		102764		5.50
2984	BROWN COUNTY TREASURER							
I-2023-00000040	BROWN COUNTY TREASURER	R	6/20/2023	1,629.86		102765		1,629.86
7745	KELLY BURKE							
I-202306134205	KELLY BURKE	R	6/20/2023	2.95		102766		2.95
0536	CDW GOVERNMENT INC							
I-JN30162	CDW GOVERNMENT INC	R	6/20/2023	489.76		102767		
I-JN85799	CDW GOVERNMENT INC	R	6/20/2023	75.40		102767		
I-JN87944	CDW GOVERNMENT INC	R	6/20/2023	18.26		102767		
I-JQ49041	CDW GOVERNMENT INC	R	6/20/2023	18.85		102767		
I-JQ93606	CDW GOVERNMENT INC	R	6/20/2023	60.32		102767		
I-JS46693	CDW GOVERNMENT INC	R	6/20/2023	94.19		102767		
I-JS58469	CDW GOVERNMENT INC	R	6/20/2023	23.48		102767		780.26
8443	CINTAS							
I-4149013375	CINTAS	R	6/20/2023	47.94		102768		
I-4154641239	CINTAS	R	6/20/2023	38.29		102768		
I-4155342548	CINTAS	R	6/20/2023	38.29		102768		
I-4156041968	CINTAS	R	6/20/2023	38.29		102768		
I-4157451966	CINTAS	R	6/20/2023	38.29		102768		
I-4158144729	CINTAS	R	6/20/2023	38.29		102768		239.39
2708	CLEANING SOLUTION SERVICES INC							
I-23095	CLEANING SOLUTION SERVICES INC	R	6/20/2023	1,436.94		102769		
I-23096	CLEANING SOLUTION SERVICES INC	R	6/20/2023	1,758.93		102769		
I-23129	CLEANING SOLUTION SERVICES INC	R	6/20/2023	247.09		102769		
I-23132	CLEANING SOLUTION SERVICES INC	R	6/20/2023	46.51		102769		
I-23133	CLEANING SOLUTION SERVICES INC	R	6/20/2023	72.27		102769		3,561.74

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 17

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7639	CORE & MAIN LP							
I-S676707	CORE & MAIN LP	R	6/20/2023	9,005.46		102770		
I-S967580	CORE & MAIN LP	R	6/20/2023	393.75		102770		
I-T008379	CORE & MAIN LP	R	6/20/2023	1,156.00		102770		10,555.21
8740	CUMMINS SALES AND SERVICE							
I-F4-38001	CUMMINS SALES AND SERVICE	R	6/20/2023	336.76		102771		336.76
0276	DE PERE HARDWARE							
I-223134	DE PERE HARDWARE	R	6/20/2023	10.09		102772		
I-223154	DE PERE HARDWARE	R	6/20/2023	175.89		102772		185.98
5668	DE PERE HEALTH DEPT							
I-20180313202400579	DE PERE HEALTH DEPT	R	6/20/2023	75.00		102773		
I-20180313202400582	DE PERE HEALTH DEPT	R	6/20/2023	75.00		102773		
I-20180313202400586	DE PERE HEALTH DEPT	R	6/20/2023	75.00		102773		
I-20180313202400592	DE PERE HEALTH DEPT	R	6/20/2023	75.00		102773		
I-20180313202400593	DE PERE HEALTH DEPT	R	6/20/2023	75.00		102773		375.00
0998	DE PERE RAPIDES YOUTH SOCCOR C							
I-202306134206	DE PERE RAPIDES YOUTH SOCCOR C	R	6/20/2023	30.00		102774		30.00
0075	DIGGERS HOTLINE INC							
I-230 5 36401	DIGGERS HOTLINE INC	R	6/20/2023	1,648.80		102775		1,648.80
8379	DINGES FIRE CO							
I-41001	DINGES FIRE CO	R	6/20/2023	549.75		102776		549.75
1	DITTMANN, JAKE							
I-202306134207	MAILBOX	R	6/20/2023	75.00		102777		75.00
3212	DIXON ENGINEERING INC							
I-23-0553	DIXON ENGINEERING INC	R	6/20/2023	1,450.00		102778		1,450.00
0084	ELMSTAR ELECTRIC CORP							
I-14965 01	ELMSTAR ELECTRIC CORP	R	6/20/2023	551.40		102779		551.40
0085	EMERGENCY MEDICAL PRODUCTS INC							
I-2544394	EMERGENCY MEDICAL PRODUCTS INC	R	6/20/2023	602.62		102780		
I-2556643	EMERGENCY MEDICAL PRODUCTS INC	R	6/20/2023	555.02		102780		
I-2559341	EMERGENCY MEDICAL PRODUCTS INC	R	6/20/2023	751.67		102780		
I-2559945	EMERGENCY MEDICAL PRODUCTS INC	R	6/20/2023	345.80		102780		2,255.11

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 18

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0086	ERC INC							
I-ERC-0623-1092	ERC INC	R	6/20/2023	578.12		102781		578.12
0092	FEAKER & SONS CO INC							
I-22-11 (7)	FEAKER & SONS CO INC	R	6/20/2023	347,734.99		102782		347,734.99
0331	FERGUSON WATERWORKS #1476 INC							
I-388450	FERGUSON WATERWORKS #1476 INC	R	6/20/2023	3,500.00		102783		3,500.00
6497	FIRE SAFETY USA INC							
I-172944	FIRE SAFETY USA INC	R	6/20/2023	1,795.00		102784		
I-173349	FIRE SAFETY USA INC	R	6/20/2023	810.00		102784		2,605.00
0200	FIRST SUPPLY LLC							
I-13660211-00	FIRST SUPPLY LLC	R	6/20/2023	15.32		102785		
I-13673066-00	FIRST SUPPLY LLC	R	6/20/2023	95.38		102785		
I-13698048-00	FIRST SUPPLY LLC	R	6/20/2023	96.65		102785		
I-13698061-00	FIRST SUPPLY LLC	R	6/20/2023	35.65		102785		
I-13698529-00	FIRST SUPPLY LLC	R	6/20/2023	16.75		102785		
I-13717713-00	FIRST SUPPLY LLC	R	6/20/2023	102.19		102785		
I-13718538-00	FIRST SUPPLY LLC	R	6/20/2023	420.19		102785		
I-13724857-00	FIRST SUPPLY LLC	R	6/20/2023	53.60		102785		835.73
4176	FRANK'S RADIO SERVICE INC							
I-123174	FRANK'S RADIO SERVICE INC	R	6/20/2023	1,092.47		102786		1,092.47
7767	FREEDOM OVERHEAD DOORS							
I-47547	FREEDOM OVERHEAD DOORS	R	6/20/2023	2,900.00		102787		
I-47548	FREEDOM OVERHEAD DOORS	R	6/20/2023	2,560.00		102787		5,460.00
8802	GFC LEASING - WI							
I-I00767873	GFC LEASING - WI	R	6/20/2023	198.74		102788		
I-I00828376	GFC LEASING - WI	R	6/20/2023	198.74		102788		397.48
2544	GLOBAL RECOGNITION INC							
I-222892	GLOBAL RECOGNITION INC	R	6/20/2023	21.00		102789		21.00
6923	GORDON FLESCH COMPANY INC.							
I-IN14216910	GORDON FLESCH COMPANY INC.	R	6/20/2023	60.90		102790		60.90
5830	GRAEF INC							
I-126758	GRAEF INC	R	6/20/2023	2,686.50		102791		2,686.50

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 19

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0122	GREEN BAY REBUILDERS LLC							
I-64364	GREEN BAY REBUILDERS LLC	R	6/20/2023	95.00		102792		95.00
4902	HALRON LUBRICANTS INC							
I-1400522-00	HALRON LUBRICANTS INC	R	6/20/2023	891.85		102793		
I-1408687-00	HALRON LUBRICANTS INC	R	6/20/2023	220.41		102793		1,112.26
9014	LISA HARLEY							
I-202306134208	LISA HARLEY	R	6/20/2023	26.24		102794		26.24
0446	HAWKINS INC							
I-6490953	HAWKINS INC	R	6/20/2023	5,573.71		102795		5,573.71
7208	HOLIDAY WHOLESALE							
I-1412946	HOLIDAY WHOLESALE	R	6/20/2023	1,917.76		102796		
I-1412947	HOLIDAY WHOLESALE	R	6/20/2023	1,030.92		102796		2,948.68
5484	HYDROCORP INC							
I-72387-IN	HYDROCORP INC	R	6/20/2023	2,787.00		102797		2,787.00
8803	ILLINOIS TOLLWAY							
I-VN5305154977	ILLINOIS TOLLWAY	R	6/20/2023	19.30		102798		19.30
1399	INDOFF INC							
I-3655356	INDOFF INC	R	6/20/2023	136.62		102799		
I-3655968	INDOFF INC	R	6/20/2023	59.35		102799		
I-3655992	INDOFF INC	R	6/20/2023	139.62		102799		335.59
8914	INNER DIMENSIONS WELLNESS LLC							
I-52323COD	INNER DIMENSIONS WELLNESS LLC	R	6/20/2023	326.20		102800		326.20
7612	JFTCO INC							
I-PIGB0193262	JFTCO INC	R	6/20/2023	271.53		102801		271.53
8364	JOHNSTONE SUPPLY							
I-6062136	JOHNSTONE SUPPLY	R	6/20/2023	16.21		102802		
I-6062783	JOHNSTONE SUPPLY	R	6/20/2023	53.68		102802		69.89
2602	JOSSART BROTHERS INC							
I-22-01 (7)	JOSSART BROTHERS INC	R	6/20/2023	662,151.00		102803		662,151.00
9015	MICHELLE JULIUS							
I-202306134209	MICHELLE JULIUS	R	6/20/2023	21.60		102804		21.60

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 20

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4584	KRUCZEK CONST INC							
I-21-16 (6)	KRUCZEK CONST INC	R	6/20/2023	98,889.70		102805		
I-22-02 (5)	KRUCZEK CONST INC	R	6/20/2023	181,973.80		102805		280,863.50
3140	KUNDINGER FLUID POWER INC							
I-50745563	KUNDINGER FLUID POWER INC	R	6/20/2023	100.72		102806		100.72
0153	LAFORCE INC							
I-1221493	LAFORCE INC	R	6/20/2023	509.02		102807		509.02
0157	LEAGUE OF WI MUNICIPALITIES							
I-85819B	LEAGUE OF WI MUNICIPALITIES	R	6/20/2023	20.00		102808		20.00
0159	LEXIS NEXIS INC							
I-3094511153	LEXIS NEXIS INC	R	6/20/2023	338.00		102809		338.00
4972	MACCO'S COMMERCIAL INTERIORS I							
I-MC013582	MACCO'S COMMERCIAL INTERIORS I	R	6/20/2023	164.00		102810		164.00
0373	MACHINE SERVICE INC							
I-INV100054683	MACHINE SERVICE INC	R	6/20/2023	55.00		102811		55.00
0173	MENARDS INC							
I-15669	MENARDS INC	R	6/20/2023	85.37		102812		
I-15947	MENARDS INC	R	6/20/2023	19.98		102812		
I-16157	MENARDS INC	R	6/20/2023	31.43		102812		
I-16227	MENARDS INC	R	6/20/2023	35.72		102812		
I-16251	MENARDS INC	R	6/20/2023	189.76		102812		
I-16260	MENARDS INC	R	6/20/2023	100.28		102812		
I-16304	MENARDS INC	R	6/20/2023	55.52		102812		
I-16317	MENARDS INC	R	6/20/2023	3.99		102812		
I-16385	MENARDS INC	R	6/20/2023	27.92		102812		
I-16465	MENARDS INC	R	6/20/2023	14.94		102812		
I-16566	MENARDS INC	R	6/20/2023	186.44		102812		
I-16569	MENARDS INC	R	6/20/2023	21.96		102812		
I-16580	MENARDS INC	R	6/20/2023	334.90		102812		
I-16593	MENARDS INC	R	6/20/2023	7.85		102812		
I-16603	MENARDS INC	R	6/20/2023	77.00		102812		
I-16628	MENARDS INC	R	6/20/2023	17.94		102812		
I-16634	MENARDS INC	R	6/20/2023	679.98		102812		
I-16642	MENARDS INC	R	6/20/2023	142.62		102812		
I-16644	MENARDS INC	R	6/20/2023	71.76		102812		
I-16669	MENARDS INC	R	6/20/2023	101.67		102812		
I-16692	MENARDS INC	R	6/20/2023	203.62		102812		
I-16730	MENARDS INC	R	6/20/2023	72.96		102812		
I-16750	MENARDS INC	R	6/20/2023	46.97		102812		
I-16956	MENARDS INC	R	6/20/2023	153.63		102812		2,684.21

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 21

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2744	MSA PROFESSIONAL SERVICES INC							
I-R09441026.0 - 9	MSA PROFESSIONAL SERVICES INC	R	6/20/2023	390.00		102814		390.00
8431	MULTI MEDIA CHANNELS LLC							
I-69119	MULTI MEDIA CHANNELS LLC	R	6/20/2023	425.16		102815		425.16
9011	MYSTAIRES							
I-16736-IN	MYSTAIRES	R	6/20/2023	8,595.00		102816		8,595.00
3191	NCI							
I-AR29251	NCI	R	6/20/2023	52.90		102817		
I-AR29557	NCI	R	6/20/2023	52.90		102817		105.80
7129	NELSON TACTICAL							
I-3148	NELSON TACTICAL	R	6/20/2023	151.04		102818		
I-3168	NELSON TACTICAL	R	6/20/2023	1,250.00		102818		
I-3207	NELSON TACTICAL	R	6/20/2023	48.58		102818		
I-3208	NELSON TACTICAL	R	6/20/2023	132.79		102818		
I-3233	NELSON TACTICAL	R	6/20/2023	22.46		102818		
I-3234	NELSON TACTICAL	R	6/20/2023	459.70		102818		
I-3251	NELSON TACTICAL	R	6/20/2023	16.00		102818		2,080.57
7606	NORTHCENTRAL TECHNICAL COLLEGE							
I-202306134210	NORTHCENTRAL TECHNICAL COLLEGE	R	6/20/2023	900.00		102819		900.00
0531	NORTHEAST AUTO PARTS INC							
C-387847	NORTHEAST AUTO PARTS INC	R	6/20/2023	40.00CR		102820		
C-389615	NORTHEAST AUTO PARTS INC	R	6/20/2023	20.00CR		102820		
C-389754	NORTHEAST AUTO PARTS INC	R	6/20/2023	134.00CR		102820		
C-389808	NORTHEAST AUTO PARTS INC	R	6/20/2023	190.99CR		102820		
C-389809	NORTHEAST AUTO PARTS INC	R	6/20/2023	2.96CR		102820		
I-387188	NORTHEAST AUTO PARTS INC	R	6/20/2023	1,479.84		102820		
I-387389	NORTHEAST AUTO PARTS INC	R	6/20/2023	22.55		102820		
I-387452	NORTHEAST AUTO PARTS INC	R	6/20/2023	14.00		102820		
I-387546	NORTHEAST AUTO PARTS INC	R	6/20/2023	15.60		102820		
I-387636	NORTHEAST AUTO PARTS INC	R	6/20/2023	19.50		102820		
I-387722	NORTHEAST AUTO PARTS INC	R	6/20/2023	59.04		102820		
I-387810	NORTHEAST AUTO PARTS INC	R	6/20/2023	29.16		102820		
I-387894	NORTHEAST AUTO PARTS INC	R	6/20/2023	119.20		102820		
I-387965	NORTHEAST AUTO PARTS INC	R	6/20/2023	80.99		102820		
I-388167	NORTHEAST AUTO PARTS INC	R	6/20/2023	101.88		102820		
I-388168	NORTHEAST AUTO PARTS INC	R	6/20/2023	16.28		102820		
I-388226	NORTHEAST AUTO PARTS INC	R	6/20/2023	159.29		102820		
I-388472	NORTHEAST AUTO PARTS INC	R	6/20/2023	46.99		102820		
I-388535	NORTHEAST AUTO PARTS INC	R	6/20/2023	66.57		102820		
I-388552	NORTHEAST AUTO PARTS INC	R	6/20/2023	63.34		102820		
I-388623	NORTHEAST AUTO PARTS INC	R	6/20/2023	69.99		102820		
I-388664	NORTHEAST AUTO PARTS INC	R	6/20/2023	49.50		102820		

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 22

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-388710	NORTHEAST AUTO PARTS INC	R	6/20/2023	16.22		102820		
I-388750	NORTHEAST AUTO PARTS INC	R	6/20/2023	6.49		102820		
I-388811	NORTHEAST AUTO PARTS INC	R	6/20/2023	24.99		102820		
I-388843	NORTHEAST AUTO PARTS INC	R	6/20/2023	42.49		102820		
I-388923	NORTHEAST AUTO PARTS INC	R	6/20/2023	53.96		102820		
I-388987	NORTHEAST AUTO PARTS INC	R	6/20/2023	10.48		102820		
I-388995	NORTHEAST AUTO PARTS INC	R	6/20/2023	418.46		102820		
I-389015	NORTHEAST AUTO PARTS INC	R	6/20/2023	22.55		102820		
I-389048	NORTHEAST AUTO PARTS INC	R	6/20/2023	80.99		102820		
I-389049	NORTHEAST AUTO PARTS INC	R	6/20/2023	31.34		102820		
I-389306	NORTHEAST AUTO PARTS INC	R	6/20/2023	180.99		102820		
I-389543	NORTHEAST AUTO PARTS INC	R	6/20/2023	561.49		102820		
I-389657	NORTHEAST AUTO PARTS INC	R	6/20/2023	3.56		102820		
I-389678	NORTHEAST AUTO PARTS INC	R	6/20/2023	31.50		102820		
I-389691	NORTHEAST AUTO PARTS INC	R	6/20/2023	227.12		102820		
I-389713	NORTHEAST AUTO PARTS INC	R	6/20/2023	134.00		102820		
I-389726	NORTHEAST AUTO PARTS INC	R	6/20/2023	46.99		102820		
I-389740	NORTHEAST AUTO PARTS INC	R	6/20/2023	134.00		102820		
I-389768	NORTHEAST AUTO PARTS INC	R	6/20/2023	2.96		102820		
I-389781	NORTHEAST AUTO PARTS INC	R	6/20/2023	2.06		102820		
I-389823	NORTHEAST AUTO PARTS INC	R	6/20/2023	24.81		102820		
I-389842	NORTHEAST AUTO PARTS INC	R	6/20/2023	27.42		102820		
I-389871	NORTHEAST AUTO PARTS INC	R	6/20/2023	34.64		102820		
I-390049	NORTHEAST AUTO PARTS INC	R	6/20/2023	10.64		102820		
I-390155	NORTHEAST AUTO PARTS INC	R	6/20/2023	101.10		102820		
I-390156	NORTHEAST AUTO PARTS INC	R	6/20/2023	56.80		102820		
I-390160	NORTHEAST AUTO PARTS INC	R	6/20/2023	228.59		102820		4,542.41
3250	NORTHERN LAKE SERVICE							
I-2307798	NORTHERN LAKE SERVICE	R	6/20/2023	765.00		102824		765.00
0194	OLSON TRAILER & BODY LLC							
I-108683C	OLSON TRAILER & BODY LLC	R	6/20/2023	44.57		102825		44.57
9016	ONE SOURCE TECHNOLOGIES INC							
I-14791	ONE SOURCE TECHNOLOGIES INC	R	6/20/2023	12,835.00		102826		12,835.00
2788	CHAD OPICKA							
I-202306134211	CHAD OPICKA	R	6/20/2023	246.11		102827		246.11
1331	PACKER FASTENER & SUPPLY INC							
I-804057	PACKER FASTENER & SUPPLY INC	R	6/20/2023	118.15		102828		
I-807276	PACKER FASTENER & SUPPLY INC	R	6/20/2023	24.55		102828		
I-811245	PACKER FASTENER & SUPPLY INC	R	6/20/2023	43.84		102828		
I-811320	PACKER FASTENER & SUPPLY INC	R	6/20/2023	121.06		102828		
I-813464	PACKER FASTENER & SUPPLY INC	R	6/20/2023	109.40		102828		417.00

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 23

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6125	PBBS EQUIPMENT CORP							
I-264558	PBBS EQUIPMENT CORP	R	6/20/2023	166.00		102829		166.00
0202	PEPSI COLA OF GREEN BAY							
I-92192572	PEPSI COLA OF GREEN BAY	R	6/20/2023	1,059.41		102830		
I-92193075	PEPSI COLA OF GREEN BAY	R	6/20/2023	514.56		102830		1,573.97
0525	PETROLEUM EQUIP SERVICE OF WI							
I-20230220	PETROLEUM EQUIP SERVICE OF WI	R	6/20/2023	805.00		102831		805.00
0208	POMP'S TIRE SERVICE INC							
I-90084288	POMP'S TIRE SERVICE INC	R	6/20/2023	457.12		102832		
I-90084380	POMP'S TIRE SERVICE INC	R	6/20/2023	192.10		102832		649.22
1246	PREVEA HEALTH							
I-143454	PREVEA HEALTH	R	6/20/2023	3,548.00		102833		3,548.00
0395	PRO ONE JANITORIAL INC							
I-197700	PRO ONE JANITORIAL INC	R	6/20/2023	1,280.00		102834		1,280.00
8067	QUADIENT LEASING USA INC							
I-N9954978	QUADIENT LEASING USA INC	R	6/20/2023	320.67		102835		
I-N9955154	QUADIENT LEASING USA INC	R	6/20/2023	320.67		102835		641.34
8277	R BAUMAN & ASSOCIATES SC							
I-1642	R BAUMAN & ASSOCIATES SC	R	6/20/2023	452.70		102836		452.70
6948	RAY'S TIRE							
C-1030367	RAY'S TIRE	R	6/20/2023	220.00CR		102837		
I-1030210	RAY'S TIRE	R	6/20/2023	2,448.00		102837		
I-1030366	RAY'S TIRE	R	6/20/2023	98.00		102837		2,326.00
8387	RED POWER DIESEL							
I-3976	RED POWER DIESEL	R	6/20/2023	91.52		102838		91.52
0227	REINDERS INC							
I-6033836-00	REINDERS INC	R	6/20/2023	283.31		102839		
I-6034091-00	REINDERS INC	R	6/20/2023	458.75		102839		742.06
0158	ROBERT E LEE & ASSOCIATES INC							
I-84232	ROBERT E LEE & ASSOCIATES INC	R	6/20/2023	993.43		102840		993.43
9018	SHOPKEY							
I-RL4311576	SHOPKEY	R	6/20/2023	756.42		102841		756.42

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 24

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1446	SNAP ON INDUSTRIAL							
I-ARV/57140747	SNAP ON INDUSTRIAL	R	6/20/2023	194.22		102842		
I-ARV/57147956	SNAP ON INDUSTRIAL	R	6/20/2023	299.96		102842		494.18
2683	SOMMERS CONSTRUCTION CO INC							
I-23-06 (1)	SOMMERS CONSTRUCTION CO INC	R	6/20/2023	209,759.46		102843		209,759.46
4094	STATE BAR OF WISCONSIN							
I-202306134212	STATE BAR OF WISCONSIN	R	6/20/2023	533.00		102844		533.00
0258	SUPERIOR CHEMICAL CORP							
I-365483	SUPERIOR CHEMICAL CORP	R	6/20/2023	124.96		102845		124.96
5568	SYBLE HOPP SCHOOL							
I-202306144216	SYBLE HOPP SCHOOL	R	6/20/2023	1,404.50		102846		1,404.50
1528	TEAM APPAREL & SPECIALTIES INC							
I-130258	TEAM APPAREL & SPECIALTIES INC	R	6/20/2023	376.65		102847		376.65
6136	TERMINAL SUPPLY CO							
I-42036-00	TERMINAL SUPPLY CO	R	6/20/2023	241.26		102848		241.26
1695	TOYS FOR TRUCKS							
I-INV176317	TOYS FOR TRUCKS	R	6/20/2023	363.55		102849		363.55
0268	TRUCK EQUIPMENT INC							
C-1049923-00	TRUCK EQUIPMENT INC	R	6/20/2023	134.03CR		102850		
I-1043195-00	TRUCK EQUIPMENT INC	R	6/20/2023	740.88		102850		
I-1051845-00	TRUCK EQUIPMENT INC	R	6/20/2023	439.67		102850		
I-1052087-00	TRUCK EQUIPMENT INC	R	6/20/2023	46.99		102850		
I-1052760-00	TRUCK EQUIPMENT INC	R	6/20/2023	141.32		102850		
I-1054287-00	TRUCK EQUIPMENT INC	R	6/20/2023	295.39		102850		1,530.22
0416	TWIRL SEWER SERVICE							
I-202306134214	TWIRL SEWER SERVICE	R	6/20/2023	185.00		102851		185.00
0272	UNIFORM SHOPPE INC							
I-334063	UNIFORM SHOPPE INC	R	6/20/2023	47.85		102852		
I-334413	UNIFORM SHOPPE INC	R	6/20/2023	31.90		102852		
I-334414	UNIFORM SHOPPE INC	R	6/20/2023	31.90		102852		
I-334424	UNIFORM SHOPPE INC	R	6/20/2023	52.95		102852		
I-334461	UNIFORM SHOPPE INC	R	6/20/2023	1,453.35		102852		
I-334462	UNIFORM SHOPPE INC	R	6/20/2023	1,183.45		102852		
I-334463	UNIFORM SHOPPE INC	R	6/20/2023	32.00		102852		
I-334653	UNIFORM SHOPPE INC	R	6/20/2023	25.00		102852		
I-334671	UNIFORM SHOPPE INC	R	6/20/2023	29.95		102852		
I-334792	UNIFORM SHOPPE INC	R	6/20/2023	177.90		102852		
I-334814	UNIFORM SHOPPE INC	R	6/20/2023	201.95		102852		3,268.20

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 25

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7015	US BANK EQUIPMENT FINANCE							
I-502410319	US BANK EQUIPMENT FINANCE	R	6/20/2023	365.69		102853		365.69
3707	VIKING ELECTRIC SUPPLY							
C-S003917388.001	VIKING ELECTRIC SUPPLY	R	6/20/2023	332.16CR		102854		
I-S006944508.001	VIKING ELECTRIC SUPPLY	R	6/20/2023	309.01		102854		
I-S006944508.002	VIKING ELECTRIC SUPPLY	R	6/20/2023	95.03		102854		
I-S006954134.001	VIKING ELECTRIC SUPPLY	R	6/20/2023	113.88		102854		
I-S006963264.001	VIKING ELECTRIC SUPPLY	R	6/20/2023	20.09		102854		205.85
9017	WHITE CAP LP							
I-50022286956	WHITE CAP LP	R	6/20/2023	2,886.48		102855		2,886.48
2645	WI DEPT OF JUSTICE							
I-202306134215	WI DEPT OF JUSTICE	R	6/20/2023	140.00		102856		140.00
0975	WI DEPT OF NATURAL RESOURCES							
I-405208870-2023-1	WI DEPT OF NATURAL RESOURCES	R	6/20/2023	3,000.00		102857		3,000.00
6418	WI DEPT OF NATURAL RESOURCES							
I-WU102754	WI DEPT OF NATURAL RESOURCES	R	6/20/2023	125.00		102858		125.00
0294	WI DEPT OF TRANSPORTATION BBS							
I-395-0000308198	WI DEPT OF TRANSPORTATION BBS	R	6/20/2023	5,770.81		102859		
I-395-0000308275	WI DEPT OF TRANSPORTATION BBS	R	6/20/2023	9,385.61		102859		15,156.42
5405	AT&T MOBILITY							
I-287290889185X60123	AT&T MOBILITY	R	6/14/2023	1,655.01		102860		1,655.01
5405	AT&T MOBILITY							
I-287299516426X60123	AT&T MOBILITY	R	6/14/2023	1,383.78		102861		1,383.78
0011	AT&T WISCONSIN							
I-202306144217	AT&T WISCONSIN	R	6/14/2023	1,230.91		102862		1,230.91
0536	CDW GOVERNMENT INC							
I-HK12007 B	CDW GOVERNMENT INC	R	6/14/2023	121.40		102863		
I-HK72667 B	CDW GOVERNMENT INC	R	6/14/2023	39.04		102863		
I-HL32224 B	CDW GOVERNMENT INC	R	6/14/2023	239.96		102863		
I-HL84636 B	CDW GOVERNMENT INC	R	6/14/2023	592.88		102863		
I-HL89126 B	CDW GOVERNMENT INC	R	6/14/2023	3,330.92		102863		4,324.20
0520	CENTRAL BROWN COUNTY WATER AUT							
I-3372	CENTRAL BROWN COUNTY WATER AUT	R	6/14/2023	29,780.00		102864		29,780.00

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 26

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2592	DENNIS F GLADWELL							
I-202306144218	DENNIS F GLADWELL	R	6/14/2023	33.02		102865		33.02
9019	LAURA KAPINOS							
I-202306144219	LAURA KAPINOS	R	6/14/2023	248.00		102866		248.00
0779	VICKIE LAMBERT							
I-202306144220	VICKIE LAMBERT	R	6/14/2023	250.52		102867		250.52
0239	JUDITH SCHMIDT LEHMAN							
I-202306144221	JUDITH SCHMIDT LEHMAN	R	6/14/2023	5,162.01		102868		5,162.01
0555	SPECTRUM							
I-202306144222	SPECTRUM	R	6/14/2023	455.98		102869		455.98
7309	TRILLIUM CNG							
I-23754734	TRILLIUM CNG	R	6/14/2023	4,111.84		102870		4,111.84
0298	WI PUBLIC SERVICE							
I-202306144223	WI PUBLIC SERVICE	R	6/14/2023	32,442.47		102871		32,442.47
5260	WINDSTREAM							
I-202306144224	WINDSTREAM	R	6/14/2023	41.81		102872		41.81
0735	JOSEPH ZEGERS							
I-202306144225	JOSEPH ZEGERS	R	6/14/2023	250.00		102873		250.00
0055	CITY OF DE PERE - DENTAL							
I-100202305024098	DENTAL FAMILY	R	6/14/2023	3,038.03		102874		
I-100202305164131	DENTAL FAMILY	R	6/14/2023	2,874.99		102874		
I-101202305024098	DENTAL FAMILY	R	6/14/2023	1,773.93		102874		
I-101202305164131	DENTAL FAMILY	R	6/14/2023	1,773.93		102874		
I-102202305024098	DENTAL SINGLE P/F	R	6/14/2023	301.80		102874		
I-102202305164131	DENTAL SINGLE P/F	R	6/14/2023	278.36		102874		
I-103202305024098	DENTAL SINGLE	R	6/14/2023	338.72		102874		
I-103202305164131	DENTAL SINGLE	R	6/14/2023	321.92		102874		
I-126202305024098	DENTAL SINGLE	R	6/14/2023	16.78		102874		
I-126202305164131	DENTAL SINGLE	R	6/14/2023	16.78		102874		
I-127202305024098	DENTAL FAMILY	R	6/14/2023	861.66		102874		
I-127202305164131	DENTAL FAMILY	R	6/14/2023	861.66		102874		
I-128202305024098	DENTAL SINGLE P/F	R	6/14/2023	33.56		102874		
I-128202305164131	DENTAL SINGLE P/F	R	6/14/2023	33.56		102874		
I-129202305024098	DENTAL FAMILY P/F	R	6/14/2023	287.16		102874		
I-129202305164131	DENTAL FAMILY P/F	R	6/14/2023	287.16		102874		
I-135202305024098	DENTAL DA FAMILY 63%	R	6/14/2023	47.86		102874		
I-135202305164131	DENTAL DA FAMILY 63%	R	6/14/2023	47.86		102874		
I-202306144226	CITY OF DE PERE - DENTAL	R	6/14/2023	4,461.49		102874		17,657.21

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 27

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0056	CITY OF DE PERE - HEALTH							
I-108202305024098	HEALTH SINGLE	R	6/14/2023	5,519.79		102876		
I-108202305164131	HEALTH SINGLE	R	6/14/2023	5,287.89		102876		
I-109202305024098	HEALTH PLUS 1	R	6/14/2023	3,108.00		102876		
I-109202305164131	HEALTH PLUS 1	R	6/14/2023	3,108.00		102876		
I-110202305024098	HEALTH FAMILY	R	6/14/2023	48,143.46		102876		
I-110202305164131	HEALTH FAMILY	R	6/14/2023	45,877.86		102876		
I-111202305024098	HEALTH SINGLE P/F	R	6/14/2023	2,783.10		102876		
I-111202305164131	HEALTH SINGLE P/F	R	6/14/2023	2,783.10		102876		
I-112202305024098	HEALTH PLUS 1 P/F	R	6/14/2023	2,071.96		102876		
I-112202305164131	HEALTH PLUS 1 P/F	R	6/14/2023	2,071.96		102876		
I-113202305024098	HEALTH FAMILY P/F	R	6/14/2023	28,036.47		102876		
I-113202305164131	HEALTH FAMILY P/F	R	6/14/2023	28,036.47		102876		
I-136202305024098	HEALTH FAMILY 63% EE	R	6/14/2023	849.59		102876		
I-136202305164131	HEALTH FAMILY 63% EE	R	6/14/2023	849.59		102876		
I-140202305024098	VISION SINGLE	R	6/14/2023	54.83		102876		
I-140202305164131	VISION SINGLE	R	6/14/2023	52.38		102876		
I-141202305024098	VISION EE/SPOUSE	R	6/14/2023	82.80		102876		
I-141202305164131	VISION EE/SPOUSE	R	6/14/2023	82.80		102876		
I-142202305024098	VISION EE/CHILDREN	R	6/14/2023	19.44		102876		
I-142202305164131	VISION EE/CHILDREN	R	6/14/2023	19.44		102876		
I-144202305024098	VISION FAMILY	R	6/14/2023	267.44		102876		
I-144202305164131	VISION FAMILY	R	6/14/2023	255.36		102876		
I-202306144227	CITY OF DE PERE - HEALTH	R	6/14/2023	18,843.04		102876		198,204.77
0178	SECURIAN FINANCIAL GROUP, INC.							
I-117202305024098	LIFE INSURANCE CONTRIBUTIONS	R	6/14/2023	673.61		102878		
I-117202305164131	LIFE INSURANCE CONTRIBUTIONS	R	6/14/2023	677.70		102878		
I-202306144228	SECURIAN FINANCIAL GROUP, INC.	R	6/14/2023	996.59		102878		
I-221202305024098	LIFE INSURANCE AFTER TAX	R	6/14/2023	1,365.71		102878		
I-221202305164131	LIFE INSURANCE AFTER TAX	R	6/14/2023	1,353.42		102878		5,067.03
7872	STANDARD INSURANCE COMPANY							
I-202306144229	STANDARD INSURANCE COMPANY	R	6/14/2023	214.49		102879		
I-301202305024098	DISABILITY INSURANCE	R	6/14/2023	1,194.84		102879		
I-301202305164131	DISABILITY INSURANCE	R	6/14/2023	1,180.43		102879		2,589.76
0016	ASSOCIATED BANK							
I-218202306134213	FF Welfare Fund Acct #80406116	R	6/16/2023	203.00		102880		203.00
7526	CITY OF DE PERE - FLEX							
I-114202306134213	HEALTH CARE CONTRIBUTIONS	R	6/16/2023	3,007.54		102881		
I-115202306134213	DEPENDENT CARE CONTRIBUTIONS	R	6/16/2023	384.60		102881		3,392.14

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 28

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 6/01/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8187	WISCONSIN DEPT OF REVENUE							
I-DOR202306134213	G N HENRIGILLIS LEVY PROCEEDS	R	6/16/2023	80.12		102882		80.12
0472	FOX COMMUNITIES CREDIT UNION							
I-211202306134213	DE PERE POLICE EMPLOYEE DUES	R	6/16/2023	825.00		102883		825.00
7950	FOX COMMUNITIES CREDIT UNION							
I-216202306134213	LOCAL 141 CHARITIES	R	6/16/2023	19.00		102884		19.00
0471	IAFF LOCAL 141 AFL-CIO CLC							
I-210202306134213	IAFF LOCAL 141 EMPLOYEE DUES	R	6/16/2023	720.59		102885		720.59
4262	LIFE INSURANCE OF THE SOUTHWES							
I-116202306134213	ALTERNATIVE FICA	R	6/16/2023	5,267.25		102886		5,267.25
7185	M3 INSURANCE SOLUTIONS, INC.							
I-93535	M3 INSURANCE SOLUTIONS, INC.	R	6/14/2023	850.00		102887		850.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	271	3,748,315.95	0.00	3,748,315.95
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	11	459,734.99	0.00	459,734.99
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	282	4,208,050.94	0.00	4,208,050.94
BANK: AP TOTALS:	282	4,208,050.94	0.00	4,208,050.94
REPORT TOTALS:	282	4,208,050.94	0.00	4,208,050.94

6/14/2023 1:43 PM

A/P HISTORY CHECK REPORT

PAGE: 29

SELECTION CRITERIA

VENDOR SET: 01-CITY OF DEPERE, WI
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 6/01/2023 THRU 6/20/2023
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 20, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.
