



Common Council

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Agenda

Tuesday, June 16, 2020

7:30 PM

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **June 16, 2020** at **7:30 PM**.

Due to the current public health emergency, the meeting will be held electronically and the public may attend this meeting electronically or telephonically by accessing either:

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 WILL NOT BE HELD IN PERSON.

This meeting may also be rebroadcast on TV throughout the week and available on demand at www.depere.tv.

I. Call to Order

1. Roll Call
2. Approval of the minutes of the June 2, 2020 Common Council meeting.
3. Public Hearing to amend the City of De Pere Code of Ordinances Sections 14-47 and 14-51 (Zoning - Industrial Park District & Industrial-Business-1 District) to add "pet grooming, kennels, and pet day care facilities" as permitted uses in said zoning districts.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Ordinance #20-06 Amending Sections 14-47 and 14-51 of the Municipal Code to Provide for Additional Permitted Uses in Industrial Park and Industrial-Business-1 Zoning Districts.
4. Public Hearing on a request to extend the conditional use permit issued for Parcels WD-905 and WD-934, at the northeast corner of Reid St and Third St.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Resolution #20-60 Authorizing and Approving a Conditional Use Permit (Overnight Shelter Facility at 290 Reid Street; St. Norbert College Pennings Building)

5. Recommendation from Finance & Personnel Committee to accept a donation of \$300 from D & B Klika, Inc. to the Fire Department.
6. Recommendation from Finance & Personnel Committee to accept a \$500 donation from Cabinet Connection, LLC to the Fire Department.
7. Recommendation from Finance & Personnel Committee to accept the donation of bath tissue and paper towel (estimated value \$300) from Bedford Paper to the Fire Department.
8. Recommendation from Finance & Personnel Committee to accept a \$1,000 Donation to Police Department from Country Financial
9. Recommendation from the Finance-Personnel Committee to approve the request of the City Administrator to suspend the collection of medical insurance premiums for one month.
10. Recommendation from the Board of Public Works to approve award of Contract 20-07 Curb Repair and Street Resurfacing to MCC, Inc. in the amount of \$1,360,837.83
11. Recommendation from the License Committee on an Application for Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for Cory Filler Enterprises of WI, LLC, (DBA Cory's Corner Bar & Grill), 617 Birch St. Submitted by Cory Filler Enterprises of WI. Agent: Cory Filler, De Pere, WI.
12. Recommendation from the License Committee on an application for Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for Crystal Judith Marie Jenss (DBA On the Rocks), 413 Main Ave. Submitted by Crystal Judith Marie Jenss, Green Bay, WI.
13. Recommendation from the License Committee on the approval of the Liquor License renewal applications for the licensing period of July 1, 2020 to June 30, 2021.
 - A. Class "A" Fermented Malt Beverage License
 - B. Class "A" Fermented Malt Beverage & "Class A" Intoxicating Liquor Licenses
 - C. Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor Licenses
14. Ordinance #20-07 Amending Section 150-23, Schedule G (Parking), De Pere Municipal Code.
15. Ordinance #20-08 Amending § 106-4 De Pere Municipal Code.
16. Resolution #20-61 Ratifying Mayoral Proclamations from May 30, 2020 Through June 12, 2020.
17. Resolution #20-62 Authorizing Contract to Administer the Retail Food and Recreation Programs for the Wisconsin Department of Agriculture, Trade and Consumer Protection.
18. Resolution #20-63 Authorizing Emergency Medical Service Medical Director Agreement Between the City of De Pere and BayCare Aurora LLC, d/b/a Aurora BayCare Medical Center Regarding Emergency Medical Director Services.
19. Resolution #20-64 Authorizing Agreement for Consulting Services Between City of De Pere and Kimley-Horn and Associates, Inc. (Downtown Wayfinding Master Plan and Pedestrian Node Conceptual Plan Development).

20. Resolution #20-65 Approving Compliance Maintenance Annual Report for Wastewater Collection System.
21. Resolution #20-66 Authorizing State/Municipal Project Agreement with Wisconsin Department of Transportation for Lawrence Drive Reconstruction.
22. Resolution #20-67 Authorizing Submission of Wisconsin Department of Natural Resources Urban Nonpoint and Storm Water Management Application for Runoff Management Grant.
23. Resolution #20-68 Authorizing Farm Lease (New Horizons Dairy, LLC).
24. Resolution #20-69 Authorizing Farm Lease (Triple Z Farm LLC).
25. Resolution #20-70 Approving Facade Improvement Project and Authorizing Disbursement of Grant (101 South Broadway - Parcel ED-833).
26. Operator License applications.
27. Voucher approval.
28. Future agenda items.
29. Resolution #20-71 Authorizing Purchase of Parcel WD-377 from PEDS, LLC.

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

30. Adjournment.

Lawrence M. Delo
City Administrator

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
Kevin DeCleene, St. Norbert College Parish
Daniel Grove, Kimley-Horn
Leonard Billings, MCC, Inc.
Nehring Harold J & Barbara C Revocable Trust
Mary Steckart

Larry Seefeldt
John O'Brien
Dale & Cynthia Haagen
Connie Sturzl
Brooke Ashe Investments, LLC
Carl Bloemer
Matthew Queensberry
Robert Green
Chad Nehring
Jayson Wertel
Kevin Bauer
Ronald Evans
Cory Filler
Crystal Jenss



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the June 2, 2020 Common Council meeting.

ATTACHMENTS:

- 6-2-20 Common Council Minutes_Draft (PDF)



Common Council

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Draft Minutes

Tuesday, June 2, 2020

7:30 PM

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	Alderman	Present	
Mike Eserkaln	Alderman	Present	
Jonathon Hansen	Alderman	Present	
Amy Chandik Kunding	Alderman	Present	
Shana Defnet Ledvina	Alderman	Present	
Casey Nelson	Alderman	Present	
Dean Raasch	Alderman	Present	
Kelly Ruh	Alderman	Present	
James Boyd	Mayor	Present	

2. Approval of the minutes of the May 19, 2020 Common Council meeting.

RESULT: APPROVED [UNANIMOUS]
MOVER: Casey Nelson, Alderman
SECONDER: Dean Raasch, Alderman
AYES: Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

3. Recommendation from the Board of Park Commissioners to Award the Bid for Project 20-18 for the VFW Aquatic Facility to Howard Immel, Inc. in the amount \$6,297,500.

Alderman Hansen asked how this bid compares to the original estimates. Parks Director Marty Kosobucki reported that it is between \$100,000 and \$300,000 under the original estimate. Hansen then asked for information on alternate bid #2. Marty explained that this is the cost to re-pave the parking lot after the project is completed.

RESULT: APPROVED [UNANIMOUS]
MOVER: Dean Raasch, Alderman
SECONDER: Amy Chandik Kunding, Alderman
AYES: Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

4. Recommendation from the License Committee on Liquor license renewal applications for the licensing period of July 1, 2020 to June 30, 2021.

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

RESULT: APPROVED [UNANIMOUS]
MOVER: Shana Defnet Ledvina, Alderman
SECONDER: Mike Eserkaln, Alderman
AYES: Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

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

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

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

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

5. Ordinance #20-05 Amending § 6-3 De Pere Municipal Code Regarding Rules of Order. (Second Reading)

RESULT:	ADOPTED [7 TO 1]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Kelly Ruh, Alderperson
AYES:	Carpenter, Eserkaln, Kundinger, Ledvina, Nelson, Raasch, Ruh
NAYS:	Jonathon Hansen

6. Resolution #20-59 Ratifying Mayoral Proclamations Issued from May 16, 2020 to May 29, 2020.

Alderperson Raasch asked if there are limitations on the width of the street or sidewalk that can be used for this purpose. City Attorney Judy Schmidt-Lehman explained that staff is following the same process that is used for revocable occupancy permits. Public Works will review the application to make sure it allows for ADA accessible routes if it is on City property. She stated that the proclamation allows for the Clerk's office to change the premises description instead of requiring License Committee and Council approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

7. Review and Possible Action on Plan for Re-opening of City Facilities and Programs

City Administrator Larry Delo explained that staff is recommending the following change to the plan: that the stipulation requiring face masks or coverings for citizens entering City buildings, be changed to a statement that face masks are strongly recommended. Alderperson Raasch moved, seconded by Alderperson Carpenter, to approve the Phase I Reopening Plan with the change outlined by the City Administrator. Mayor Boyd reported that De Pere Rapides Soccer has decided to cancel their season.

Discussion followed regarding the COVID-19 plan submitted by De Pere Baseball. Parks Director Marty Kosobucki reported that staff requested an addition to the plan, designating someone from the organization on site to enforce their plan. Marty confirmed that the City has the right to revoke their field rental if they don't comply. Although not specifically required in the reopening plan, staff is requiring that groups submit a COVID-19 plan, which will be reviewed and approved by both the Parks and Health departments.

Aldersperson Kunding moved, seconded by Aldersperson Hansen to open the meeting. Upon vote, motion carried unanimously. Jonathan Webb, president of De Pere Baseball, thanked the Council for their support and positive comments, and offered to answer any questions they might have. Ledgeview resident Rex Coldagelli thanked Council members for listening to their constituents. Lawrence resident Kelly Schabo expressed her support for resuming activities with precautions in place. Aldersperson Raasch moved, seconded by Aldersperson Ruh to close the meeting. Upon vote, motion carried unanimously.

Aldersperson Ledvina asked about the Phase I plan in relation to Legion Pool and the decision to eliminate open swim. Larry explained that the decision was based on the difficulty in implementing social distancing restrictions at the pool. Because the pool has to be filled and operated for maintenance purposes, staff weighed alternatives that they felt comfortable with for pool use.

RESULT:	APPROVED [UNANIMOUS] with change to face mask/face covering recommendation
MOVER:	Dean Raasch, Aldersperson
SECONDER:	Dan Carpenter, Aldersperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

8. Consideration and possible action on a request of the City Clerk to purchase an additional ballot tabulator for elections.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jonathon Hansen, Aldersperson
SECONDER:	Amy Chandik Kunding, Aldersperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

9. Appointments and reappointments to Boards and Commissions by Mayor Boyd.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Dean Raasch, Aldersperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

10. Operator license applications.

Aldersperson Carpenter moved, seconded by Aldersperson Ledvina to approve Renewal applications #1-24 and 26-41. Upon vote, motion carried unanimously. Aldersperson Carpenter moved, seconded by Aldersperson Ledvina to table Renewal application #25. Upon vote, motion carried unanimously. Aldersperson Carpenter moved, seconded by

Alderson Ledvina to deny Previously Tabled application #1 for failure to appear before the License Committee when requested. Upon vote, motion carried unanimously. Alderson Carpenter moved, seconded by Alderson Ledvina to approve Previously Tabled application #2. Upon vote, motion carried unanimously. Alderson Carpenter moved, seconded by Alderson Ledvina to approve New Operator applications #1-3. Upon vote, motion carried unanimously. Alderson Carpenter moved, seconded by Alderson Ledvina to table New Operator applications #4 and 5. Upon vote, motion carried unanimously.

11. Voucher approval.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dean Raasch, Alderson
SECONDER:	Dan Carpenter, Alderson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

12. Future agenda items.

Alderson Hansen requested an update regarding placement of summer banners with the new City logo. City Administrator Larry Delo will provide an update in the Friday Memo.

13. Resolution #20-58 (A) or (B) Awarding Official City Newspaper Contract. (This Resolution and Staff Report will be Provided at the Council Meeting)

Alderson Raasch moved, seconded by Alderson Nelson to close the meeting at 8:22 PM. Upon roll call vote, motion carried unanimously.

Alderson Kunding moved, seconded by Alderson Raasch to open the meeting at 8:43 PM. Upon roll call vote, motion carried unanimously.

Alderson Hansen moved, seconded by Alderson Ledvina to adopt Resolution 20-58B, awarding the official city newspaper contract to the Green Bay Press-Gazette.

RESULT:	Resolution 20-58(B) ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderson
SECONDER:	Shana Defnet Ledvina, Alderson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

14. Adjournment.

Alderson Kunding moved, seconded by Alderson Nelson to adjourn the meeting at 8:45 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 16, 2020

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: C. Ordinance #20-06 Amending Sections 14-47 and 14-51 of the Municipal Code to Provide for Additional Permitted Uses in Industrial Park and Industrial-Business-1 Zoning Districts.

On May 26, 2020 Plan Commission unanimously recommended approval of the amendment request by a vote of 6-0.

ATTACHMENTS:

- Ord20-06 (DOCX)
- Public Hearing Notice - Amendment - Class II (DOCX)
- Plan Commission Report (DOCX)
- Municipal Code Section 14-51 - I-1 & I-B-1 REDLINE EDITED (DOCX)

ORDINANCE #20-06

AMENDING SECTIONS 14-47 AND 14-51 OF THE MUNICIPAL
CODE TO PROVIDE FOR ADDITIONAL PERMITTED USES IN
INDUSTRIAL PARK AND INDUSTRIAL-BUSINESS-1 ZONING DISTRICTS

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed changes to permitted uses in Sections 14-47 (I-1), and 14-51 (I-B-1) of the Municipal Code and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 16th day of June, 2020 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

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

Section 1. Section 14-47 (1)(b), *Permitted uses*, is hereby amended by adding the following:

9) Pet grooming, kennels, and pet day care facilities.

and renumbering subsequent paragraphs accordingly.

Section 2. Section 14-47 (3)(a), *Conditional uses*, is hereby amended by deleting the following:

7) Pet grooming, kennels, and pet day care facilities.

Section 3. Section 14-51(1)(b), *Permitted uses*, is hereby amended by adding the following:

7) Pet grooming, kennels, and pet day care facilities.

and renumbering subsequent paragraphs accordingly.

Ordinance #20-06

Page 2 of 2

Section 4. All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of June,
2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 5/26/2020

Publication Date: _____

Effective Date: _____

Publish: June 1, 2020 and June 8, 2020 in the Green Bay Press-Gazette (Class II Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, June 16, 2020** at 7:35 PM or as soon thereafter as can be heard by the Common Council of the City of De Pere to amend the City of De Pere Code of Ordinances Sections 14-47 & 14-51 (Zoning – Industrial Park District & Industrial-Business-1 District) to add “pet grooming, kennels, and pet day care facilities” as permitted uses in said zoning districts.

Due to the public health emergency, the meeting will be held electronically and the public may attend this meeting electronically or telephonically by accessing either: Computer/smart phone accessing <https://www.gotomeet.me/DePere> OR dial by phone: United States (Toll Free): 1-866 899-4679 United States: +1 (312) 757-3117 Access Code: 154-883-285.

Information regarding the proposed amendment is available by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 1st day of June, 2020.

BY ORDER OF THE COMMON COUNCIL

James Boyd
Mayor

Carey E. Danen
City Clerk

ITEM X: Staff recommendation and possible action to amend Municipal Code Sections 14-47 and 14-51 (Zoning – Industrial Park District and Industrial-Business-1 District) to allow “pet grooming, kennels, and pet day care facilities” as a permitted uses.

REQUESTED ACTION: Amendment to Municipal Code Sections 14-47 and 14-51.

SUMMARY: An amendment to I-1 (Industrial Park District) and I-B-1 (Industrial-Business-1 District) to allow “pet grooming, kennels, and pet day care facilities” as a permitted uses.

APPLICANT/OWNER NAME: City of De Pere

ANALYSIS: In order to accommodate a greater range of land uses and services to City of De Pere residents, and employees, in the east and west side business/industrial parks, staff proposes amending the I-1 District and I-B-1 District to allow “pet grooming, kennels, and pet day care facilities” as a permitted uses.

- Without an amendment the use requires a conditional use permit approval to be in the east side business/industrial park I-1, I-2, and I-3 Districts, and the use is prohibited in the west side business/industrial park.
- The amendment is similar to proposed changes for the new zoning code rewrite.

If the amendment is approved, the use becomes permitted in the following Business/Industrial Park Districts:

West Side Business/Industrial Park	East Side Business/Industrial Park
I-3	I-1
I-B-1	I-2
I-B-2	I-3

The amendment will also add four areas outside of the business/industrial parks located at Sixth ST, Fort Howard DR, Ashland AV, and Lawrence DR.

The impetus for this change stems from two separate requests to accommodate related uses: a potential facility on the 4.2 acre Parcel WD-L179-8 at American BL and Richco CT, and a potential facility on the 1.1 acre Parcel ED-2313-1 at Millenium CT and Enterprise DR. The amendment will allow the uses to be permitted in the east and west side business/industrial parks.

The attached documents shows proposed revisions to the two Industrial Districts Section of the zoning code, summarized as follows:

1. Revise existing I-1 Code number 14-47(1)(b)(9) to read as 14-47(1)(b)(10).
2. Add new I-1 Code number 14-47(1)(b)(9) to read as follows: "Pet grooming, kennels, and pet day care facilities."
3. Remove 14-47(3)(a)(7) from the list of conditional uses.
4. Revise existing I-B-1 Code numbers 14-51(1)(b)(7) and 14-51(1)(b)(8) to read as 14-51(1)(b)(8) and 14-51(1)(b)(9).
5. Add new I-B-1 Code number 14-51(1)(b)(7) to read as follows: "Pet grooming, kennels, and pet day care facilities."

REVIEW PROCESS

Zoning Code Amendments follow this process:

1. Plan Commission Review
2. Class II Public Hearing Notice
3. Public Hearing and Ordinance at Common Council

This item is anticipated to be published for the June 16, 2020 Common Council meeting.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed amendment to Municipal Code Sections 14-47 and 14-51 to allow pet grooming, kennels, and pet day care facilities as a permitted use, as shown on the documents that are attached with this staff report.

14-47. - I-1 Industrial Park District.

The I-1 Industrial Park District is a special or exclusive type of planned industrial area designed and equipped to accommodate a community of both light and heavy industrial activities which require large parcels of property, which are compatible with the use and occupancy of adjoining properties and which, by their character, should be remote from residential and business development, and which are found not to be obnoxious, unhealthful, or offensive by reason of potential emission or transmission of noise, vibration, smoke, dust, odors, heat, or toxic or noxious matter.

(1) *Permitted uses.*

(a) Uses permitted in the I-1 District are subject to the following conditions:

- 1) Dwelling units and lodging rooms other than custodian quarters are not permitted.
- 2) All business, servicing, processing, manufacturing, operation, and storage (except for motor vehicles in operable condition) shall be conducted within a completely enclosed building structure.
- 3) The parking or storage of operable motor vehicles, if not within an enclosed building structure, shall be effectively screened by shrubbery or solid wall or fence (including solid entrance and exit gates) of not less than six (6) feet and not more than eight (8) feet in height.

(b) The following general uses are permitted in the I-1 District:

- 1) Assembly plants
- 2) Freight terminals
- 3) Laboratories
- 4) Manufacturing plants
- 5) Railroad facilities
- 6) Warehouses
- 7) Wholesaling of merchandise when incidental to the principal use
- 8) Public utilities
- 9) Pet grooming, kennels, and petday care facilities.
- 9)10) Other uses that can be operated without creating objectionable noise, odor, dust, smoke, gas fumes or vapor, and that is not an offensive, dangerous or unwholesome use, and that is compatible with the use

and occupancy of adjoining properties and is approved as a permitted use by the Plan Commission.

(2) *Permitted accessory uses.*

(a) The following accessory uses, if justified as to need by the developer, will be allowed:

- 1) Cafeterias
- 2) Offices

(3) *Conditional uses.*

(a) The following conditional uses may be allowed in the I-1 District, subject to the provisions of Section 14-30, provided that such uses and the operation thereof is determined not to be obnoxious, unhealthful, or offensive:

- 1) Day care centers that are complimentary to businesses and industries located in the Industrial Park
- 2) Forge plants
- 3) Foundries
- 4) Primary metal industries
- 5) Metal refineries
- 6) Rolling mills

~~7) Pet grooming, kennels, and pet day care facilities~~

(4) *Prohibited uses.*

(a) The following uses shall be prohibited in the I-1 District:

- 1) Acid manufacture
- 2) Automobile or machinery wrecking, salvaging, or rebuilding
- 3) Cement, lime, gypsum, or plaster of Paris manufacture
- 4) Distillation of bones
- 5) Explosive manufacture, processing, or storage
- 6) Junk yards
- 7) Petroleum or coal products, manufacture, storage, or processing
- 8) Smelting of tin, copper, zinc, or iron ores
- 9) Manufacture, processing, storage, or distribution of animals or animal byproducts, rendering plants, slaughter houses, meat packing, gelatine, glue, soap, or fertilizer plants

- 10) All permitted or conditional uses in the R-1, R-2, R-3, R-4, B-1, B-2, and B-3 Districts except as provided in Section 14-47(3)(a) above.
 - 11) Mini-warehouses which are defined as facilities divided into units for multiple lease or rent for storage of goods
 - (b) The prohibited uses in the I-1 District shall not be interpreted to be limited to those uses listed in subsection a, above, because of enumeration; and other use found and determined to be noxious, unhealthful, or offensive, may be prohibited by the City Council.
 - (5) *Yards, unoccupied.* All front and exterior side yard setback areas shall be open and unoccupied by structures of any kind, open storage of materials or parking of vehicles; except for landscaping and landscaping structures, including walls and identity signs when incorporated as a landscape feature, entrance ways, and flagpoles.
 - (6) *Transitional yards.* Where a side or rear lot line in an I-1 District coincides with a side or rear lot line in an adjacent Residence District, a yard shall be provided along such side or rear lot line not less than fifty (50) feet in depth and shall contain landscaping and planting suitable to provide an effective screen.
 - (7) *Signs.* Signs shall be permitted subject to the regulations provided in Chapter 98.
 - (8) *Off-street parking requirements.* Off-street parking facilities shall be provided as required by Section 14-55 and Section 14-56.
 - (9) *Off-street loading requirements.* Off-street loading facilities shall be provided as required by Section 14-57 and, further, shall not be permitted on the street side of any building unless effectively screened by landscaping or shrubbery or a solid fence.
 - (10) *Floor area ratio.* In the I-1 District, the floor area ratio shall not exceed .6.
- (Ord. No. 06-17, §§ 1, 2, 6-20-2006)

14-51. - I-B-1, Industrial-Business-1 District.

The purpose of this district is to provide a special and exclusive area designated to accommodate office and industrial activities which require large parcels of land (minimum lot size of 5 acres) and are compatible with the use and occupancy of adjoining properties and which, by their character, are found not to be noxious, unhealthy or offensive by reason of potential emissions or transmission of noise, vibration, smoke, dust, odors, heat, or toxic or noxious matter.

(1) Permitted uses.

- (a) Any use permitted in the C-EO District.
- (b) Any of the following uses, provided they are found not to be noxious, unhealthy, or offensive by reason of potential emissions or transmission of noise, vibration, smoke, dust, odor, heat, or toxic or noxious matter:
 - 1) Manufacturing facilities as defined in the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1989 edition.
 - 2) Assembly plants.
 - 3) Laboratories.
 - 4) Distribution Centers.
 - 5) Wholesaling of merchandise when incidental to a permitted use.
 - 6) Public utilities.

7) Pet grooming, kennels, and pet day care facilities.

~~7)8)~~ Attached accessory uses, including offices, cafeterias, and display area justified as to need and approved by the Plan Commission.

~~8)9)~~ Other uses that can be operated without creating objectionable noise, odor, dust, smoke, gas fumes or vapor, and that is not an offensive, dangerous or unwholesome use, and that is compatible with the use and occupancy of adjoining properties and is approved as a permitted use by the plan commission.

(2) Conditional uses.

- (a) Office complexes consisting of one or more of the above listed permitted uses.
- (b) Day care centers complimentary to businesses and industries located in the De Pere Business Park.
- (c) Health services, specifically industry group numbers 801, 802, 803, and 804.

(3) *Prohibited uses.* The following uses are specifically prohibited within the De Pere Business Park:

- (a) All residential uses, including manufactured/mobile home parks.
- (b) Automobile or machinery wrecking, salvaging or rebuilding.
- (c) Cement, lime, gypsum or plaster of paris manufacturing.
- (d) Distillation of bones.
- (e) Explosive manufacture, processing or storage.
- (f) Excavation of building or construction materials other than in the normal course of building construction or site preparation.
- (g) Junk yards.
- (h) Manufacture, processing, storage or distribution of animals or animal by-products, rendering plants, slaughter houses, meat packing, gelatin, glue, soap or fertilizer plants.
- (i) Petroleum or coal products manufacture, storage or distribution.
- (j) Smelting of tin, copper, zinc or iron ores.
- (k) Bulk sales, storage or display of lumber or other building materials.
- (l) Retail sales to the general public.

(4) *Density.*

- (a) Minimum Lot Size: 5 acres (217,800 square feet).
- (b) Minimum Frontage: 300 feet.
- (c) Minimum Building: Gross Floor Area: 45,000 square feet.
- (d) Maximum Floor Area Ratio: 0.5.

(5) *Setbacks.*

- (a) Front - 50 feet.
- (b) Rear - 30 feet.
- (c) Side - 30 feet.
- (d) Corner Side - 50 feet.

(6) *Required setbacks, unoccupied.* All required side yard setback areas shall be open and unoccupied by structures of any kind or open storage of materials, except for landscaping and landscaping structures, including walls and identity signs when incorporated as a landscape feature, entrance ways, and flagpoles.

(7) *Maximum height.* The maximum height of buildings shall be reviewed with consideration given to the following:

- (a) Adequate air and light to adjacent properties.
 - (b) The potential for damage to adjacent properties.
 - (c) Consistency with the heights of adjacent development.
- (8) *Other requirements.* Site and landscaping plan procedures, building and performance standards, fencing, lighting, off-street parking, off-street loading, and other applicable regulations as required by Section 14-60 (Development and Design Standards in Certain Districts).

(Ord. No. 18-09, § 2, 6-19-2018)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: C. Resolution #20-60 Authorizing and Approving a Conditional Use Permit (Overnight Shelter Facility at 290 Reid Street; St. Norbert College Pennings Building)

On May 26, 2020 Plan Commission unanimously recommended approval of the conditional use permit request, with conditions, by a vote of 6-0.

ATTACHMENTS:

- Reso20-60 (DOCX)
- Public Hearing Notice - CUP - Class II(DOCX)
- Plan Commission Report (DOCX)
- Application Form (PDF)
- Resolution 18-53 (PDF)
- Resolution 14-107 (PDF)

RESOLUTION #20-60

AUTHORIZING AND APPROVING A CONDITIONAL USE PERMIT
(Overnight Shelter Facility at 290 Reid Street; St. Norbert College Pennings Building)

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

WHEREAS, the City Clerk has published a Notice of Public Hearing regarding the proposed conditional use and, pursuant thereto, a Public Hearing has been held by the Common Council on the 16th day of June, 2020 at 7:35 p.m., whereupon the Common Council heard all interested parties, their agents and attorneys;

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

- A. The Common Council does hereby find and determine that an application for a conditional use permit has been made by a party in interest in accordance with §14-30, De Pere Municipal Code; and
- B. The Council further finds that the standards relating to the conditional use as set forth in §14-30(3), De Pere Municipal Code, have been or will be complied with.
- C. The Common Council does therefore and hereby, pursuant to §14-30(6), De Pere Municipal Code, authorize and grant a conditional use permit as provided at §14-39(2)(a), De Pere Municipal Code, for the purpose of permitting within the R-2 Single and Two Family Residence District, an overnight shelter facility at 290 Reid Street subject to the following conditions:
 1. The building shall be in compliance with building and fire code for residential occupants.
 2. The number of beds is limited to 16.

3. Permitted days of operation are December 1-February 1 and May 1 – July 1, through July 2025; a new Conditional Use Application shall be required before Fall, 2025.
4. The hours of operation permitted are between 9 PM and 6 AM. Daytime services or activities are not provided or permitted at this site.
5. The services provided on this site are limited to those related to providing a safe sleeping facility for guests.
6. St. Norbert College shall coordinate or provide transportation of guests to and from the primary shelter facility in Green Bay.
7. Compliance with all state and local laws and regulations.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of June, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 5/26/2020

Publication Date: _____

Effective Date: _____

Publish: June 1, 2020 & June 8, 2020 in the Green Bay Press-Gazette (Class II Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, June 16, 2020** at 7:35 PM or as soon thereafter as can be heard by the Common Council of the City of De Pere to act on a request to extend the conditional use permit issued for Parcels WD-905 and WD-934, at the northeast corner of Reid ST and Third ST.

The applicant makes this request in order to extend the permit, granted in 2018, for another five years until 2025 to continue operation of an overnight shelter facility at the Pennings Activity Center on the St. Norbert College campus.

Due to the public health emergency, the meeting will be held electronically and the public may attend this meeting electronically or telephonically by accessing either: Computer/smart phone accessing <https://www.gotomeet.me/DePere> OR dial by phone: United States (Toll Free): 1-866 899-4679 United States: +1 (312) 757-3117 Access Code: 154-883-285.

Information regarding the proposed conditional use permit is available by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 1st day of June, 2020.

BY ORDER OF THE COMMON COUNCIL

James Boyd
Mayor

Carey E. Danen
City Clerk

Attachment: Public Hearing Notice - CUP - Class II (9598 : Resolution #20-60 Authorizing CUP-SNC Shelter)

ITEM X: Staff recommendation and possible action for a Conditional Use Permit application for an Overnight Shelter Facility at 290 Reid ST (Pennings Activity Center) in an R-2 Residential District (Parcels WD-905, WD-934).*

PROPOSED CONDITIONAL USE PERMIT LOCATION



REQUESTED ACTION: Conditional Use Permit Approval.
The request is to extend the timeline another five years, to 2025, for a conditional uses that were approved in 2014 and 2018.

COMMON DESCRIPTION: 290 Reid Street (Pennings Activity Center), located northeast from the Reid ST and Third ST intersection.

PARCEL NUMBER(S): WD-905, WD-934

EXISTING ZONING: R-2 (Single and Two Family Residence District)

APPLICANT/OWNER NAME: Kevin DeCleene, Director of Parish Services
St Norbert College Parish
100 Grant Street, 15-MB
De Pere, WI 54115

SITE HISTORY: In 2014 and in 2018 Common Council approved a Conditional Use Permit for an overnight shelter facility at 290 Reid Street. The 2018 permit allows the facility to operate with the following:

Number of beds:	16
Dates of operation:	December 1 – February 1 and May 1 – July 1
Hours of operation:	Between 9:00pm and 6:00am
Permit expiration:	July 2020

The applicant submitted a request to approve a new conditional use permit with the expiration date being extended five years to **July 2025**. All other permit requirements and conditions are requested to remain the same. A copy of the 2018 permit has been attached for convenient review.

STAFF REVIEW:

There have been no significant issues in the past three years related to the shelter. A copy of the 2018 permit has been attached for convenient review. Staff review does not indicate any negative impact for permitting the overnight shelter to continue to operate. There have been no significant issues in the past three years related to the shelter.

All property owners within 300 feet of the subject area have been notified of this application.

REVIEW PROCESS:

The Common Council will conduct a public hearing and review the Plan Commission recommendation, in the form of a resolution, after a Class II notice. The meeting is scheduled for June 16, 2020.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the Conditional Use Permit application at 290 Reid Street, subject to the following conditions:

1. The building shall be in compliance with building and fire code for residential occupants.
2. The number of beds is limited to 16.
3. Permitted days of operation are December 1 – February 1 and May 1 – July 1, through July 2025; new application required before fall of 2025.
4. The hours of operation permitted are between 9 PM and 6 AM. Daytime services or activities are not provided or permitted at this site.
5. The services provided on this site are limited to those related to providing a safe sleeping facility for guests.
6. St. Norbert College shall coordinate or provide transportation of guests to and from the primary shelter facility in Green Bay.

	CITY OF DE PERE APPLICATION FOR CONDITIONAL USE	Fee: \$ 305.00
		Receipt #: 152036
		Date: 5-07-20

CITY OF DE PERE
RECEIVED
MAY 7 2020

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) St Norbert College Parish	Authorized Representative Kevin DeCleene	Title Director of Parish Services	
Mailing Address 100 Grant St 15-MB	City De Pere	State WI	ZIP Code 54115
Email Address Kevin.DeCleene@SNC.edu	Phone Number (incl. area code) 920-403-3559	Fax Number (incl. area code)	

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

Name (Ind. Org. or Entity) NA	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description SNC Pennings Activity Center, 290 Reid Street	Parcel No. WD-905 & WD-934
--	-------------------------------

SECTION 4: Proposed Conditional Use

Existing Zoning:	
Present Use of Parcel:	
Proposed Use of Parcel:	
Present Use of Adjacent Properties:	

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print) Kevin DeCleene	Title Director of Parish Services	Phone Number 920-403-3559
Signature of Applicant Kevin DeCleene		Date Signed 4/30/20

A plan consisting of all applicable information listed on the attached shall be submitted with this application.

TO BE COMPLETED BY CITY STAFF

A Conditional Use Permit is authorized by the De Pere Zoning Code, Section(s):	
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RESOLUTION #18-53

AUTHORIZING AND APPROVING AN AMENDMENT TO CONDITIONAL USE PERMIT
(Overnight Shelter Facility at 290 Reid Street; St. Norbert College Pennings Building)

WHEREAS, the Common Council for the City of De Pere authorized and approved a conditional use permit for an overnight shelter facility at 290 Reid Street, pursuant to Resolution #14-107 and its conditions thereto; and

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

WHEREAS, the City Clerk-Treasurer has published a Notice of Public Hearing regarding the proposed amendment to conditional use and, pursuant thereto, a Public Hearing has been held at the City Hall Council Chambers on the 19th day of June, 2018 at 7:35 p.m., whereupon the Common Council heard all interested parties, their agents and attorneys;

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

That the Common Council does hereby find and determine that an application for an amendment to the conditional use permit has been made by a party in interest in accordance with §14-30, De Pere Municipal Code, further, that the standards relating to the conditional use as set forth in §14-30(3), De Pere Municipal Code, have been or will be complied with and that the Common Council does therefore and hereby, pursuant to §14-30(6), De Pere Municipal Code, authorize and grant the amendment of a conditional use permit as provided at §14-39(2)(a), De Pere Municipal Code, for purposes of permitting within the R-2 Single and Two Family Residence District, an overnight shelter facility at 290 Reid Street subject to the following amended condition regarding days of operation:

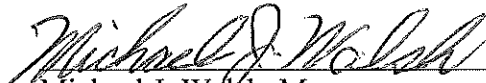
Permitted days of operation are December 1st - February 1 and May 1 - July 1, through July of 2020; new application required before fall of 2020.

Resolution #18-53
Page 2 of 2

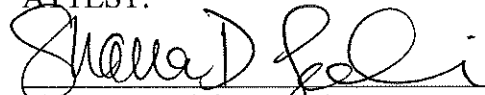
All other conditions of Resolution #14-107 shall not be impacted by this amendment and shall remain in force and effect.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of June, 2018.

APPROVED:


Michael J. Walsh, Mayor

ATTEST:


Shana D. Ledvina, Clerk-Treasurer

Ayes: 6
Nays: 0

Attachment: Resolution 18-53 (9598 : Resolution #20-60 Authorizing CUP-SNC Shelter)

RESOLUTION #14-107

AUTHORIZING AND APPROVING A CONDITIONAL USE PERMIT
(Overnight Shelter Facility at 290 Reid Street;
St. Norbert College Pennings Building)

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

WHEREAS, the City Clerk-Treasurer has published a Notice of Public Hearing regarding the proposed conditional use and, pursuant thereto, a Public Hearing has been held at the City Hall Council Chambers on the 7th day of October, 2014 at 7:35 p.m., whereupon the Common Council heard all interested parties, their agents and attorneys;

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

That the Common Council does hereby find and determine that an application for a conditional use permit has been made by a party in interest in accordance with §14-30, De Pere Municipal Code, further, that the standards relating to the conditional use as set forth in §14-30(3), De Pere Municipal Code, have been or will be complied with and that the Common Council does therefore and hereby, pursuant to §14-30(6), De Pere Municipal Code, authorize and grant a conditional use permit as provided at §14-39(2)(a), De Pere Municipal Code, for purposes of permitting within the R-2 Single and Two Family Residence District, an overnight shelter facility at 290 Reid Street subject to the following conditions:

1. The building shall be in compliance with building and fire code for residential occupants.
2. The number of beds is limited to 16.
3. Permitted days of operation are between November 1st through April 30th each year for a period of five years (Fall 2014 – Spring 2020); new application required before fall of 2020.
4. The hours of operation permitted are between 9 PM and 6 AM. Daytime services or activities are not provided or permitted at this site.

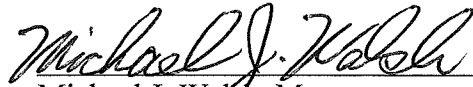
Resolution #14-107

Page 2 of 2

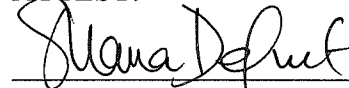
5. The services provided on this site are limited to those related to providing a safe sleeping facility for guests.
6. St. Norbert College shall coordinate or provide transportation of guests to and from the primary shelter facility in Green Bay.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of October, 2014.

APPROVED:


Michael J. Walsh, Mayor

ATTEST:


Shana L. Defnet, Clerk-Treasurer

Ayes: 8

Nays: 0

Attachment: Resolution 14-107 (9598 : Resolution #20-60 Authorizing CUP-SNC Shelter)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: Fire Department

FROM: Alan Matzke

SUBJECT: Recommendation from Finance & Personnel Committee to accept a donation of \$300 from D & B Klika, Inc. to the Fire Department.

Unanimously approved.

ATTACHMENTS:

- KLIKA SHOES DONATION TO FIRE DEPT (PDF)

Memo



To: Honorable Mayor James Boyd
Members of the Finance & Personnel Committee

From: Alan Matzke, Fire Chief *AM*

Date: June 2, 2020

Re: Consider Donation from D & B Klika, Inc.

The Fire Department is requesting acceptance of a donation from D & B Klika, Inc., 124 N. Broadway Street, De Pere, Wisconsin, in the amount of \$300. The accepted donation would be placed in the Fire Department donation account.

Thank you for your consideration of this request. We respectfully ask for your support to move this item forward to the City's Common Council for final action and acceptance. If you have any questions, please do not hesitate to ask.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: Fire Department

FROM: Alan Matzke

SUBJECT: Recommendation from Finance & Personnel Committee to accept a \$500 donation from Cabinet Connection, LLC to the Fire Department.

Unanimously approved.

ATTACHMENTS:

- CABINET CONNECTION DONATION TO FIRE DEPT (PDF)

Memo



To: Honorable Mayor James Boyd
Members of the Finance & Personnel Committee

From: Alan Matzke, Fire Chief *AM*

Date: June 2, 2020

Re: Consider Donation from Cabinet Connection, LLC

The Fire Department is requesting acceptance of a donation from Cabinet Connection, LLC, 1050 Circle Drive, Suite C, Green Bay, Wisconsin, in the amount of \$500. The accepted donation would be placed in the Fire Department donation account.

Thank you for your consideration of this request. We respectfully ask for your support to move this item forward to the City's Common Council for final action and acceptance. If you have any questions, please do not hesitate to ask.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: Fire Department

FROM: Alan Matzke

SUBJECT: Recommendation from Finance & Personnel Committee to accept the donation of bath tissue and paper towel (estimated value \$300) from Bedford Paper to the Fire Department.

Unanimously approved.

ATTACHMENTS:

- BEDFORD PAPER DONATION TO FIRE DEPT (PDF)

Memo



To: Honorable Mayor James Boyd
Members of the Finance & Personnel Committee

From: Alan Matzke, Fire Chief *Alan*

Date: May 28, 2020

Re: Consider Donation of Bath Tissue & Paper Towel Supplies from Bedford Paper

The Fire Department would like to respectfully request permission to retroactively accept several cases of bath tissue and paper towel supplies from Steve Peters on behalf of Bedford Paper, 1891 Commerce Drive, De Pere, Wisconsin.

The bath tissue and paper towel supplies would have an estimated retail value of \$300.

Thank you for your consideration of this request. We respectfully ask for your support to move this item forward to the City's Common Council for final action and acceptance. If you have any questions, please do not hesitate to ask.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Recommendation from Finance & Personnel Committee to accept a \$1,000 Donation to Police Department from Country Financial

Country Financial of De Pere has graciously donated \$1,000 to the police department. The department would like to earmark it for the K-9 fund.

At the June 9, 2020 Finance and Personnel Committee meeting, the committee voted unanimously to forward it to the Common Council for acceptance. Please accept this donation on behalf of the police department.

Thank you and if you have any questions please contact me at your convenience.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: Finance/Personnel Committee

FROM: Andrew Pantzlaff

SUBJECT: Recommendation from the Finance-Personnel Committee to approve the request of the City Administrator to suspend the collection of medical insurance premiums for one month.

The Finance-Personnel Committee voted 4-0 to recommend approval of this request at its June 9, 2020 meeting.

ATTACHMENTS:

- Suspension of Medical Insurance Premium Memo for Finance Committee 06-09-2020 (DOCX)

CITY OF DE PERE MEMO



To: Personnel and Finance Committee

From: Lawrence M. Delo, City Administrator

Date: June 9, 2020

RE: One Month Suspension of Medical Insurance Premium Collection

The City utilizes a self-insured medical insurance plan for eligible active and retired employees and their eligible family members. Active employees pay 15% of the monthly premium while the City funds 85% of the monthly premium. Retired employees pay 100% of the monthly premium with no City contribution.

The City utilizes the services of M3 Insurance as a third party advisor for our plan structure and fund balance. M3 Insurance has indicated they recommend self-insured municipal clients maintain a minimum medical insurance fund balance equivalent to 25% of their annual projected costs which is equivalent to \$343,000 for the City of De Pere. They also indicated many of their municipal clients with a similarly small number of employees as the City choose to maintain a 50% fund balance which is equivalent to \$683,000 for our plan in 2020.

The City's medical insurance fund balance was estimated at \$1.9 million at the end of 2019 and is currently estimated to be approximately \$2.2 million. The City Implemented a 0% increase in premiums for calendar year 2019 and decreased premiums 3% as part of the approved 2020 Budget. Based on the recommended medical insurance fund balance from M3 and the current medical insurance fund balance for medical coverage, the Administration is recommending suspending the collection of premiums from participating active and retired employees and the City for the month of July. This would reduce the fund balance by approximately \$204,000 leaving an estimated medical insurance fund balance of \$2 million.

The Administration will continue to monitor the fund throughout 2020 to determine if an additional month of suspended premiums may be appropriate for November or December. In addition, the Administration will work closely with the Mayor to determine if an additional decrease in premium rates should be included as part of the proposed Executive 2021 Budget.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to approve award of Contract 20-07 Curb Repair and Street Resurfacing to MCC, Inc. in the amount of \$1,360,837.83

The Board of Public Works at the June 8, 2020 meeting approved awarding Contract 20-07 Curb Repair and Street Resurfacing to MCC, Inc. in the amount of \$1,360,837.83 with several streets being removed from the contract to remain within budget and moved to send it to the Common Council for approval.

The motion passed with a 4-1 vote.

ATTACHMENTS:

- 2020 0608 CI_BOPW Award 20-07 (PDF)
- 2020 0604 Project 20-07 Bid Tab (PDF)

CITY OF DE PERE MEMO



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

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

Date: June 8, 2020

RE: **Consideration and possible action on award of Contract 20-07 Curb Repair and Street Resurfacing***

The Engineering Department received bids on Project 20-07 Curb Repair and Street Resurfacing on June 4, 2020. This work includes spot storm relay, inlet repair and replacement, manhole adjustments and repair, spot curb and gutter replacement, asphaltic concrete pavement milling, pulverizing, asphaltic concrete paving, and asphaltic concrete pavement patching. This work also includes the asphaltic concrete surface paving of the following subdivisions developments:

- Honeysuckle Acres Fourth Addition
- Garritys Glen South
- Pine Trail Crossing

The bids received are as follows:

Contractor	Total Bid
MCC, Inc.	\$1,360,837.83
Northeast Asphalt, Inc.	\$1,434,694.75

Project costs came in higher than budgeted due to some additional asphalt binder work and curb and gutter repair on the resurfacing streets. Staff recommends awarding the contract to MCC, Inc. with several streets being eliminated from the program.

The allocated amount from the capital improvement budget is \$1,254,169. Funding will be \$301,419 from taxes and LRIP Grant, \$75,000 from general obligation debt, \$17,000 from the sewerage revenue fund, \$15,000 from the storm water utility fund, \$15,000 from the water utility fund, \$220,000 from the Parks Department capital improvement fund, and \$390,000 from TID 11. Additional funding will come from the new developments as follows:

- Honeysuckle Acres Fourth Addition \$56,000
- Garritys Glen South \$111,750
- Pine Trail Crossing \$68,000

Because of how funds are allocated through different departments and accounts, an additional \$220,000 would be required from general obligation debt to cover the shortfall if the Board opted to cover the shortfall and not eliminate any streets. This would increase taxes by \$25,000 for ten years.

Staff's recommendation is to accept the bid from MCC, Inc. in the amount of \$1,360,837.83.

Attachments:

2020 0604 Project 20-07 Bid Tab (PDF)



**PROJECT 20-07 CURB REPAIR AND STREET RESURFACING
BID TAB**

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2	
				MCC, Inc.		Northeast Asphalt, Inc.	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER							
SS-01	10-foot Spot Repair 10-inch Sanitary Sewer	EA	1	\$5,405.08	\$5,405.08	\$2,500.00	\$2,500.00
SS-02	10-foot Spot Repair 8-inch Sanitary Sewer	EA	1	\$6,062.38	\$6,062.38	\$2,250.00	\$2,250.00
STORM SEWER							
ST-01	Remove and Relay 18-inch PVC, RCP (Class III), or PP Storm Sewer	LF	50	\$81.41	\$4,070.50	\$60.00	\$3,000.00
ST-02	Remove and Relay 12-inch PVC or RCP (Class III) Storm Sewer	LF	40	\$72.36	\$2,894.40	\$150.00	\$6,000.00
ST-03	Provide 12-inch PVC or RCP (Class III) Storm Sewer	LF	125	\$72.36	\$9,045.00	\$60.00	\$7,500.00
ST-04	Remove and Replace 4-foot Diameter Storm Manhole	VF	7	\$523.62	\$3,665.34	\$450.00	\$3,150.00
ST-05	Provide Type A Inlet	EA	1	\$1,914.59	\$1,914.59	\$1,500.00	\$1,500.00
ST-06	Remove and Replace Type B Inlet	EA	1	\$2,177.91	\$2,177.91	\$2,000.00	\$2,000.00
ST-07	Provide Type B Inlet	EA	1	\$2,177.91	\$2,177.91	\$1,500.00	\$1,500.00
ST-08	Core Drill Existing Structure	EA	1	\$517.59	\$517.59	\$150.00	\$150.00
ST-09	Connect to Existing Storm Sewer Pipe	EA	1	\$571.87	\$571.87	\$150.00	\$150.00
ST-10	10-foot Spot Repair 12-inch Storm Sewer	EA	3	\$2,823.15	\$8,469.45	\$2,500.00	\$7,500.00
ST-11	Repair Culvert Offset Joint (Red Maple Road)	EA	4	\$1,762.83	\$7,051.32	\$250.00	\$1,000.00
ST-12	Remove Existing Storm Sewer (Red Maple Road)	LF	110	\$42.21	\$4,643.10	\$41.00	\$4,510.00
STREET AND DRAINAGE							
SD-01	Provide Clearing and Grubbing (Red Maple Road)	LS	1	\$5,025.18	\$5,025.18	\$5,000.00	\$5,000.00
SD-02	Excavation Below Subgrade (Undistributed)	CY	20	\$32.80	\$656.00	\$25.00	\$500.00
SD-03	Provide 1-1/4 inch Crushed Aggregate Base Course	TON	100	\$16.40	\$1,640.00	\$16.00	\$1,600.00
SD-04	Pulverize Asphaltic Concrete Pavement and Aggregate (8-inch Depth) (Red Maple Road and Autohoe Road)	SY	11,000	\$0.48	\$5,280.00	\$0.90	\$9,900.00
SD-05	Pulverize Asphaltic Concrete Pavement and Aggregate (8-inch Depth) and Remove top 3-3/4 inches of Material (Salvage Material for Shouldering) (Red Maple Road at Viaduct)	SY	4,200	\$2.89	\$12,138.00	\$3.85	\$16,170.00
SD-06	Pulverize Asphaltic Concrete Pavement and Aggregate (8-inch Depth) and Remove top 3-3/4 inches of Material (Patriot Way)	SY	920	\$3.51	\$3,229.20	\$6.10	\$5,612.00
SD-07	Pulverize Asphaltic Concrete Pavement and Aggregate (8-inch Depth) and Remove Pulverized Material (Fox Point Boat Launch)	SY	2,350	\$4.81	\$11,303.50	\$5.05	\$11,867.50
SD-08	Mill Asphaltic Concrete Pavement 1-3/4 inches	SY	37,300	\$2.58	\$96,234.00	\$1.60	\$59,680.00
SD-09	Mill Asphaltic Concrete Pavement 3-3/4 inches (Overmill Areas)	SY	5,300	\$4.98	\$26,394.00	\$2.15	\$11,395.00
SD-10	Spot Wedge Mill Asphaltic Concrete Pavement at Reverse Curbs (Fox Point Boat Launch)	SY	1,000	\$3.47	\$3,470.00	\$11.15	\$11,150.00
SD-11	Spot Milling for Asphalt Surface (Pine Trail Crossing)	SY	200	\$5.17	\$1,034.00	\$38.20	\$7,640.00
SD-12	Crack Overmilling (Fox Point Boat Launch)	LF	2,600	\$2.89	\$7,514.00	\$1.50	\$3,900.00
SD-13	Provide Asphaltic Concrete Pavement Type 4 LT 58-28S 1-3/4 inch Upper Layer	TON	4,800	\$55.40	\$265,920.00	\$59.15	\$283,920.00
SD-14	Provide Asphaltic Concrete Pavement Type 4 LT 58-28S 2 inch Overlay or Upper Layer	TON	7,200	\$55.39	\$398,808.00	\$59.85	\$430,920.00
SD-15	Provide Asphaltic Concrete Pavement Type 4 LT 58-28S 3 inch Overlay or Upper Layer (Pine Trail Crossing Path)	TON	35	\$86.13	\$3,014.55	\$124.65	\$4,362.75
SD-16	Provide Asphaltic Concrete Pavement Type 3 LT 58-28S 2 inch Lower Layer	TON	910	\$51.82	\$47,156.20	\$93.10	\$84,721.00
SD-17	Provide Asphaltic Concrete Pavement Type 3 LT 58-28S 2-1/4 inch Lower Layer	TON	1,900	\$51.23	\$97,337.00	\$57.50	\$109,250.00
SD-18	Provide Asphaltic Concrete Pavement Type 3 LT 58-28S 3 inch Lower Layer (Red Maple at American)	TON	300	\$59.29	\$17,787.00	\$76.10	\$22,830.00
SD-19	Full Depth Asphalt Patch (Miscellaneous Locations)	SY	300	\$38.83	\$11,649.00	\$84.36	\$25,308.00
SD-20	Full Depth Asphalt Patch (Perkofski Boat Launch)	SY	660	\$25.15	\$16,599.00	\$23.10	\$15,246.00
SD-21	Full Depth Driveway Patch (Red Maple Road and Autohoe Road)	SY	250	\$28.89	\$7,222.50	\$14.50	\$3,625.00
SD-22	3/4 inch Gravel Shoulder	LF	610	\$3.67	\$2,238.70	\$2.45	\$1,494.50
SD-23	Salvaged Pulverized Material Shoulder (Red Maple Road and Autohoe Road)	LF	9,000	\$1.73	\$15,570.00	\$1.70	\$15,300.00
SD-24	Remove and Replace 6-inch Concrete Driveway	SY	100	\$63.32	\$6,332.00	\$63.00	\$6,300.00
SD-25	Drilled Tie Bars (Existing Sidewalk, Curb and Gutter)	EA	600	\$6.03	\$3,618.00	\$6.00	\$3,600.00
SD-26	Remove and Replace 24-inch Concrete Curb and Gutter	LF	3,200	\$37.19	\$119,008.00	\$39.00	\$124,800.00
SPECIAL CONSTRUCTION							
SC-01	Adjust Inlet	EA	35	\$532.67	\$18,643.45	\$475.00	\$16,625.00
SC-02	Adjust Inlet 1-foot or Greater	EA	4	\$719.61	\$2,878.44	\$500.00	\$2,000.00
SC-03	Adjust Manhole	EA	30	\$551.76	\$16,552.80	\$625.00	\$18,750.00
SC-04	Adjust Manhole 1-foot or Greater	EA	10	\$749.76	\$7,497.60	\$700.00	\$7,000.00
SC-05	Adjust Inlet and Provide New Frame and Grate	EA	5	\$1,095.49	\$5,477.45	\$725.00	\$3,625.00
SC-06	Adjust Manhole and Provide New Frame and Lid	EA	5	\$948.75	\$4,743.75	\$750.00	\$3,750.00
SC-07	Reconnect Inlet	VF	5	\$517.59	\$2,587.95	\$500.00	\$2,500.00
SC-08	Pavement Marking Epoxy 8-inch White	LF	40	\$3.72	\$148.80	\$3.70	\$148.00
SC-09	Pavement Marking Epoxy 4-inch Yellow	LF	5,900	\$0.80	\$4,720.00	\$0.80	\$4,720.00
SC-10	Pavement Marking Epoxy 4-inch White	LF	12,000	\$2.76	\$33,120.00	\$2.75	\$33,000.00
SC-11	Pavement Marking Epoxy Bike Lane Symbol with Arrow	EA	35	\$221.11	\$7,738.85	\$220.00	\$7,700.00
SC-12	Pavement Marking Epoxy Handicap Symbol White	EA	4	\$276.38	\$1,105.52	\$275.00	\$1,100.00
SC-13	Pavement Marking Epoxy Direction Arrow White	EA	15	\$266.33	\$3,994.95	\$265.00	\$3,975.00
SC-14	Provide Medium Rip Rap with Geotextile Fabric Type HR	SY	20	\$50.25	\$1,005.00	\$50.00	\$1,000.00
SC-15	Inlet Protection Type D	EA	50	\$115.58	\$5,779.00	\$200.00	\$10,000.00
	TOTALS				\$1,360,837.83		\$ 1,434,694.75

Attachment: 2020 0604 Project 20-07 Bid Tab (9670 : Recommendation from BOPW to approve award of Contract 20-07 Curb Repair and Street



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Recommendation from the License Committee on an Application for Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for Cory Filler Enterprises of WI, LLC, (DBA Cory's Corner Bar & Grill), 617 Birch St. Submitted by Cory Filler Enterprises of WI. Agent: Cory Filler, De Pere, WI.

ATTACHMENTS:

- Application for Class B Combo - Cory Filler (PDF)

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 7-1-20 ending: 6-30-21
(mm dd yyyy) (mm dd yyyy)To the Governing Body of the: ☐ Town of } De Pere
☐ Village of }
☒ City of }County of Brown Aldermanic Dist. No. _____
(if required by ordinance)Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number	
FEIN Number <u>81-3529968</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 per 1-2</u>
TOTAL FEE	\$ <u>1524</u>

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

Cory Filler Enterprises of Wisconsin

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

President / Member Last Name <u>Filler</u>	(First) <u>Cory</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>835 Elm St 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)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Corys Corner Bar and Grill Business Phone Number 920-615-06592. Address of Premises 617 Birch St Post Office & Zip Code 54115

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

1st Floor, Basement, Back room/Banquet Area
Black top parking lot fenced Beer garden

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☒ No(b) If yes, under what name was license issued? Birch St

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If yes, explain ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? If yes, explain ☐ Yes ☒ No
9. (a) Corporate/limited liability company applicants only: Insert state WI and date 10/16 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? If yes, explain. ☐ Yes ☒ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

Contact Person's Name (Last, First, M.I.) <u>Filler Cory L</u>	Title/Member <u>President</u>	Date <u>5-28-20</u>
Signature 	Phone Number <u>701-730-1320</u>	Email Address <u>ALC.Cory@gmail.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>10/1/20</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Recommendation from the License Committee on an application for Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for Crystal Judith Marie Jenss (DBA On the Rocks), 413 Main Ave. Submitted by Crystal Judith Marie Jenss, Green Bay, WI.

ATTACHMENTS:

- Application for Class B Combo - Crystal Jenss, On the Rocks (PDF)

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: July 1st 20 ending: June 30 21
(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

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

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

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

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

1. Trade Name On the rocks Business Phone Number 920-217-9773
2. Address of Premises 413 Main Ave depere Post Office & Zip Code 54115

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Tavern/Bar with sales on premises
Alcohol is stored on premise in coolers/
Storage rooms/behind bar

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No(b) If yes, under what name was license issued? Reptile Rail entertainment

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If yes, explain ☒ Yes ☐ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? If yes, explain ☐ Yes ☒ No
9. (a) Corporate/limited liability company applicants only: Insert state _____ and date _____ of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? If yes, explain. ☐ Yes ☒ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

Contact Person's Name (Last, First, M.I.) Jenss, Crystal, JM	Title/Member manager	Date June 11, 20
Signature Crystal Jenss	Phone Number 920-217-9773	Email Address Gmj1982@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 6/11/20	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

SURRENDER OF LICENSE

Part I

Legal/Real Name of Current Licensee: RONALD EVANS
 Premises Address: 413 MAIN AVE DEPERE, WI 54115
 Trade Name: Reptile Rail Entertainment DBA ON THE ROCKS

This is to advise that the undersigned is surrendering the following license(s)

Combination "Class B" Beer & Liquor

Class "B" Beer

Class "A" Beer and/or "Class A" Liquor

(circle which apply)

Wholesale Beer

"Class C" Wine

to: Crystal Judith Marie Jenss
Insert Legal/Real name of Proposed Licensee and Trade Name)

And understand that said license(s) will be cancelled upon the Common Council's granting of a license to the applicant named herein.

New Applicant

Crystal Jenss
 President, Member, Partner, Individual

Secretary, Member, Partner

State of Wisconsin)

) ss.

County of Brown

Current Licensee

RONALD EVANS
 President, Member, Partner, Individual

Secretary, Member, Partner

On the 27th day of May, 2020, personally came before me
Ronald A. Evans, known to me to be the person(s) who
 executed the foregoing Surrender of License, and known to me to be the Current Licensee and
 acknowledged that s/he executed the foregoing document.

Laurie M. [Signature]
 Notary Public

Brown County, Wisconsin

My Commission expires: 12/02/2023

State of Wisconsin)

) ss.

County of Brown

On the 1 day of JUNE, 2020, personally came before me
Crystal Jenss, known to me to be the person(s) who
 executed the foregoing Surrender of License, and known to me to be the Proposed New Applicant and
 acknowledged that s/he executed the foregoing document.

[Signature]
 Notary Public
 Brown County, Wisconsin

My Commission expires: 3/12/2022

Attachment: Application for Class B Combo - Crystal Jenss, On the Rocks (9714 : Class B Combo App for On the Rocks)

**SURRENDER OF LICENSE
Part II**

6/1/2020
Date

City of De Pere Clerk
335 S. Broadway St.
De Pere, WI 54115

This is to notify you that I am the owner of the building located at

413 MAIN AVE, De Pere, Wisconsin.

54115

I have entered into a lease for the above property effective 7/1/2020 with

Crystal J Jeness, (Strike sentence if not applicable).

Further, this letter is to document that said owner or tenant has control of the premises, and may apply for the necessary beer and/or liquor licenses for said location.

Sincerely,


Signature of owner of building

Printed name of owner: DEAN G. RHOADES

Home address of owner: _____

Daytime phone number of owner: 920-246-2222


my commission en
3/12/2022

Attachment: Application for Class B Combo - Crystal Jeness, On the Rocks (9714 : Class B Combo App for On the Rocks)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Recommendation from the License Committee on the approval of the Liquor License renewal applications for the licensing period of July 1, 2020 to June 30, 2021.

ATTACHMENTS:

- Liquor License Renewal List_6-16-20 (PDF)

June 16, 2020 License Committee Meeting

Renewal Applications for Class "A" Fermented Malt Beverage Licenses, "Class A" Liquor Licenses, Class "B" Fermented Malt Beverage Licenses and "Class B" Liquor Licenses for the licensing period of July 1, 2020 to June 30, 2021.

CLASS "A" BEER

1. Walgreen Co (DBA Walgreens #10235), 901 Main St. Submitted by Walgreen Co: Agent Matthew Queensberry, Green Bay WI.

CLASS "A" BEER & "CLASS A" LIQUOR

1. De Pere Y Mart LLC (DBA De Pere Y Mart), 1017 4th St. Submitted by De Pere Y Mart LLC: Agent Robert Green, De Pere WI.

CLASS "B" BEER & "CLASS B" LIQUOR

1. The Green Room Theatre, LLC (DBA The Green Room), 365 Main Ave, Suite E. Submitted by The Green Room Theatre, LLC: Agent Chad Nehring, De Pere, WI.
2. Keep Em Rollin (DBA Island Sushi), 101 Fort Howard Ave. Submitted by Keep Em Rollin: Agent Jayson Wertel, Green Bay WI.
3. Re-Serve Capacity & Supply, LLC (DBA The Longbranch), 334 Main Ave. Submitted by Re-Serve Capacity & Supply: Agent Kevin Bauer, De Pere WI.
4. Reptile Rail Entertainment LLC (DBA On the Rocks), 413 Main Ave. Submitted by Reptile Rail Entertainment. Agent: Ronald Evans, Green Bay WI.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: A. Class "A" Fermented Malt Beverage License

ATTACHMENTS:

- Class A Beer _6-16-20 Renewals (PDF)

CLASS "A" BEER

LICENSE RENEWALS

FOR THE 2020-2021 LICENSING PERIOD

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2020 ending: 06/30/2021
(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 ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name)

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Walgreen Co.

Address of Corporation/Limited Liability Company (if different from licensed premises) PO Box 901 Deerfield, IL 60015

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

Title Name (Inc. Middle Name) Home Address Post Office & Zip Code

President/Member RICHARD ASHWORTH

Vice President/Member LISA BADGLEY

Secretary/Member _____

Treasurer/Member _____

Agent Matthew Greensberry

Directors/Managers _____

C. 1. Trade Name Walgreens #10235 Business Phone Number 920-983-6153

2. Address of Premises 901 Main Street Post Office & Zip Code De Pere, WI 54115

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

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) retail drug store with sundries in a one-story building of

5. Legal description (omit if street address is given above): 14,820 sq ft.

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, corporation 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 reverse side ☐ 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 reverse side ☐ 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. change in officers ☒ Yes ☐ No

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

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

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

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

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.

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>6/16/2020</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 reverse side 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 16, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

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

ATTACHMENTS:

- Class A Beer and Class A Liquor_6-16-20 Renewals (PDF)

**CLASS "A" BEER & "CLASS A" LIQUOR
LICENSE RENEWALS
FOR THE 2020-2021 LICENSING PERIOD**

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7.1.20 ending: 6.30.21
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of D. P. A.

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)
<u>Green</u>	<u>Robert</u>	<u>Ronald</u>	
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)

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>Green</u>	<u>Robert</u>	<u>Ronald</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>Green</u>	<u>Robert</u>	<u>Ronald</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 D. P. A. Y-Meat Business Phone Number 920.336.6266
- Address of Premises 1017 4th St. D. P. A. Post Office & Zip Code 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
C. Store / Gas station

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	\$
☐ Class B beer	\$
☐ Class C wine	\$
☒ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>30 per year</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.) <i>Garcia Robert P.</i>	Title / Member <i>Owner</i>	Date <i>6-1-20</i>
Signature <i>Robert P. Garcia</i>	Phone Number <i>920.336-6266</i>	Email Address <i>mgarcia@rockstar.com</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>6/1/20</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 16, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

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

Please note the application for renewal of the Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for Reptile Rail Entertainment LLC (DBA On the Rocks) should be denied if the Agenda Item number 5, Application for a new Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License submitted by Crystal Judith Marie Jenss (DBA on the Rocks) is approved.

ATTACHMENTS:

- Class B Beer and Class B Liquor_6-16-20 Renewals (PDF)

**CLASS "B" BEER & "CLASS B" LIQUOR
LICENSE RENEWALS
FOR THE 2020-2021 LICENSING PERIOD**

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07 01 2020 ending: 06 30 2021
(mm dd yyyy) (mm dd yyyy)

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

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

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

Complete A or B. All must complete C.

A. Individual or Partnership:

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

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company <u>Green Room Theatre, LLC</u>	Address of Corporation / Limited Liability Company (if different from licensed premises)
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All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name <u>Nehring</u>	(First) <u>Chad</u>	(Middle Name) <u>Lee</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>Nehring</u>	(First) <u>Chad</u>	(Middle Name) <u>Lee</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 Green Room Business Phone Number 920-345-2600
- Address of Premises 365 Main Ave, Suite E Post Office & Zip Code DePere, 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.) Entire premise including theatre seating area, bar, box office, storage closets and lockers

Applicant's Wisconsin Seller's Permit Number 456-1028055060-02	
FEIN Number 46-1332825	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>30 fee</u>
TOTAL FEE	\$ <u>152.50</u>

Attachment: Class B Beer and Class B Liquor 6-16-20 Renewals (9719 : C. Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor

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.) Nehring, Chad L	Title / Member Member Owner	Date 06/02/2020
Signature 	Phone Number 920-606-4939	Email Address CHAD@THEGREENPACONOR

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 6/2/20	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: 04 27 2020 ending: 04 27 2121
(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.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Wertel	Jayson	J	2169 Kensington Lane, Green Bay, WI 54311
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)
Keep Em Rollin	101 Fort Howard Ave., DePere, 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)
Wertel	Jayson	J	

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)
Wertel	Jayson	J	
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 Island Sushi DePere Business Phone Number 920-471-9238
- Address of Premises 101 Fort Howard Avenue 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.) 3 story restaurant

Applicant's Wisconsin Seller's Permit Number <u>456-1028738619-02</u>	
FEIN Number <u>47-3300882</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	\$ <u>30</u>

Attachment: Class B Beer and Class B Liquor 6-16-20 Renewals (9719 : C. Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor

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
I have always owned Island Sushi
Also owned 90% last year when granted license.
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>Wertel, Jayson J</u>	Title / Member <u>Owner</u>	Date <u>4/27/2020</u>
Signature <u>[Signature]</u>	Phone Number <u>920-471-9238</u>	Email Address <u>jayson@company n</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5/1/20</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 Jason Wargal STATUTE NO./LOCAL ORDINANCE _____
 CHARGE ACCESSORY WHERE CONVICTED GREEN BAY
 DATE 1993 PENALTY 6-mo HOUSE RESTITUTION ☐ 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: 07/01/2020 ending: 06/30/2022
(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)
Re-Serve Capacity And Supply, LLC	842 Westwood Drive, 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)
Bauer	Kevin	Alan	

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)
Bauer	Kevin	Alan	
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 Avenue 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 and Basement Storage

Applicant's Wisconsin Seller's Permit Number 456-1029644365-02	
FEIN Number 26-4074701	
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	\$

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>6-1-20</i>
Signature <i>Kevin A. Bauer</i>	Phone Number <i>920-309-1436</i>	Email Address <i>Kevin@Re-Serve.com</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>6/2/2020</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: 07/01/2020 ending: 06/30/2021
(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>EVANS</u>	(First) <u>RONALD</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>Reptile Rail ENTERTAINMENT</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	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
-----------------	---------	---------------	--

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

President / Member Last Name <u>EVANS</u>	(First) <u>RONALD</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 On The Rocks Business Phone Number (920) 809-0669
- Address of Premises 413 MAIN AVE, De Pere WI 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.)

Tavern / Bar with sales on Premises Alcohol is stored on
Premise in coolers/storage rooms/behind BAR

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>30 Paid</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.) Donald A Evans	Title / Member OWNER	Date 5-29-2020
Signature Donald A Evans	Phone Number 920 809-0669	Email Address benataro@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 6/1/20	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME Ron Evans STATUTE NO./LOCAL ORDINANCE 06813555 KN
CHARGE Didn't receive ticket WHERE CONVICTED De Pere
DATE Dec 19, 2019 PENALTY \$125.00 ☐ 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 16, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Ordinance #20-07 Amending Section 150-23, Schedule G (Parking),
De Pere Municipal Code.

The Board of Public Works at the June 8, 2020 meeting approved changes to 3 hour parking restrictions on Franklin Street and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Ord20-07 (DOCX)
- 2020 0608 CI_BOPW-Franklin Street Parking (PDF)

ORDINANCE #20-07

AMENDING SECTION 150-23, SCHEDULE G (PARKING),
REGARDING TRAFFIC REGULATIONS

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

Section 1: Section 150-23, Schedule G (Parking) is hereby amended as follows:

DELETION:

<i>Three-hour parking 9:00 a.m. - 6:00 p.m. Mon. - Sat.</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Franklin	S	Front	Broadway

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3: This ordinance shall take effect on and after its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of June, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 6/08/2020

Publication Date: _____

Effective Date: _____

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 8, 2020
RE: **Consideration and possible action on Changes to Parking Restrictions on Franklin Street***

At the April 29th, 2020 City Engineer Parking and Traffic Meeting, a change in parking restrictions was discussed on the south side of Franklin Street from Front Street to Broadway Street. This was presented to the Board on May 11th under the discussion item as follows:

Parking and Parking Lot Items:

1. Eliminate the 3 hour parking zone on the south side of Franklin Street from Front Street to Broadway Street.
 - Based on the request, businesses have changed in the area and 3 hour parking is not needed.
 - No parking is allowed on the north side.
 - The majority of the properties fronting this section of street are residential.

Staff concurs with removing the 3 hour parking restriction on the south side to match residential parking throughout the City. Staff will be sending out notices of the change to property owners and bring to the June BOPW meeting.

Staff sent letters to impacted properties on the block and they have been invited to this meeting.

Staff recommends removing the 3-hour parking restriction on the south side of Franklin Street from Front Street to Broadway Street and updating the ordinance.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Ordinance #20-08 Amending § 106-4 De Pere Municipal Code.

ATTACHMENTS:

- Ord20-08 (DOCX)
- Agent Status Ordinance Changes 2020 - Sec. 106-4(b)-redlined (DOCX)
- Memo re' agent status change 6-2020 (DOCX)

ORDINANCE #20-08

AMENDING § 106-4 DE PERE MUNICIPAL CODE REGARDING
LICENSES AND PERMITS

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

SECTION 1. Section 106-4, *Licenses required under this chapter*, is hereby amended by revising subsection (b), *Health department licensing under department of agriculture, trade and consumer protection and department of safety and professional services*, as follows:

1. By deleting subsection (b)(1) A., with the remaining subsections being re-lettered accordingly.
2. By repealing the first paragraph of subsection (b)(3) and replacing it with:

(3) *Agent Status.* Pursuant to Wis. Admin. Code ATP 74 the City of De Pere Health Department shall collect fees, issue licenses and permits, inspect and enforce all provisions of the following state administrative codes and all amendments thereto, which are incorporated by reference:

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

SECTION 3. This ordinance shall take effect on and after its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of May, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Publication Date: _____

(b) *Health department licensing under department of agriculture, trade and consumer protection and department of safety and professional services.*

- (1) *Definitions.* The following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~A. Consortium means a combination of organizations for a common purpose.~~

BA. *Health officer* means the person appointed under section 74-2 of this Code, or that person's designee.

CB. *License/permit* means licenses/permits authorized through agent status with the State of Wisconsin under Wis. Stats. §§ 97.41, 97.615, and 250.01 and Wis. Admin. Code ATCP Chapter 74.

- (2) *License/permit required.* No person shall operate or open for public use, such business or use as set forth in (3) and (4) of this section without the proper license/permit. All license/permit fees shall be as determined by resolution of the common council, which may also include but are not limited to re-inspection fees, late fees, penalties and fees for expedited process.

- (3) *Agent status.* ~~Pursuant to Under the Bridges of Fox River Consortium between the City of De Pere and the City of Menasha, the City of Menasha shall be responsible for meeting the requirements of the agent contract responsibilities of~~ Wis. Admin. Code ATCP 74. ~~The City of De Pere Health Department, under such consortium,~~ shall collect fees, issue licenses and permits, inspect and enforce all provisions of the following state administrative codes and all amendments thereto, which are incorporated by reference:

- A. Retail food establishments (including restaurants and food vending), Wis. Admin. Code ATCP Chapter 75 and Chapter 75 Appendix (Wisconsin Food Code).
- B. Swimming pools, Wis. Admin Code ATCP 76.
- C. Tattoo and body piercing, Wis. Admin. Code SPS Chapter 221, except practitioner's license, which is issued by the State of Wisconsin.
- D. Recreational and educational camps, Wis. Admin. Code ATCP Chapter 78.
- E. Campgrounds, Wis. Admin. Code ATCP Chapter 79.
- F. Hotels, motels and tourist rooming housing, Wis. Admin. Code ATCP Chapter 72.
- G. Bed and breakfast establishments, Wis. Admin. Code ATCP Chapter 73.



Memo

To: City of De Pere Council

From: Debbie Armbruster, Health Officer

Date: 06/10/2020

Re: Agent Program for the City of De Pere Health Department

As of July 1st, 2020 the City of De Pere Health Department will resume independent agent status from the Department of Agriculture, Trade and Consumer Protection (DATCP) for the licensing and regulation of retail food and recreational establishments. In conjunction with that, the Bridges of Fox River Consortium (the agent agreement with the City of Menasha) will be dissolved. The revised ordinance thus reflects that change.

Debbie Armbruster BSN,RN

Health Officer/Director for City of De Pere Health Department



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #20-61 Ratifying Mayoral Proclamations from May 30, 2020 Through June 12, 2020.

ATTACHMENTS:

- Reso20-61 (DOCX)
- 13th mayoral proclamation (PDF)
- 14th mayoral proclamation (PDF)
- 15th mayoral proclamation (PDF)

RESOLUTION #20-61
RATIFYING MAYORAL PROCLAMATIONS ISSUED
FROM MAY 30, 2020 THROUGH JUNE 12, 2020

WHEREAS, on March 12, 2020, Governor Evers declared a health emergency in the State of Wisconsin in response to the COVID-19 Coronavirus ("COVID-19"); and

WHEREAS, on March 17, 2020, the Common Council of the City of De Pere adopted Resolution #20-34 declaring a state of emergency in the City of De Pere; and

WHEREAS, the emergency power granted to the governing body by Wis. Stat. §323.14(4)(a) includes the general authority to order, by ordinance or resolution, whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within the local unit of government in the emergency; and

WHEREAS, if, because of the emergency conditions, the governing body of the local unit of government is unable to meet promptly, Resolution #20-34 and Wis. Stat. §323.14(4)(b) grants the Mayor, or in the absence of the Mayor, the Council President, the authority to act by proclamation under Wis. Stats. §323.11 and §323.14(4)(a); and

WHEREAS, any proclamation of the Mayor issued under the authority of Resolution #20-34 and Wis. Stat. §323.14(4)(b) shall be subject to ratification, alteration, modification, or repeal by the Common Council as soon as the Common Council can meet; and

WHEREAS, on April 8, 2020, the Common Council of the City of De Pere ratified eight (8) Mayoral Proclamations issued between March 18, 2020 and April 3, 2020; and

Resolution #20-61

Page 2 of 3

WHEREAS, on May 5, 2020 the Common Council ratified the Ninth Mayoral

Proclamation issued on April 28, 2020; and

WHEREAS, on May 19, 2020, the Common Council of the City of De Pere ratified two (2) Mayoral Proclamations issued between May 1, 2020 and May 15, 2020; and

WHEREAS, on June 2, 2020, the Common Council of the City of De Pere ratified the Twelfth Mayoral Proclamation issued on May 22, 2020; and

WHEREAS, three (3) additional proclamations were issued between May 30, 2020 and June 12, 2020.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Thirteenth Mayoral Proclamation, dated June 3, 2020, suspending registrations required under Chapter 114 of the De Pere Municipal Code, a copy of which is attached and incorporated herein by reference, is hereby confirmed and ratified by the Common Council of the City of De Pere.
2. The Fourteenth Mayoral Proclamation, dated June 6, 2020, declaring a local State of Emergency and establishing a curfew from 9:00 p.m. until 6:00 a.m. on June 6, 2020 until June 8, 2020, a copy of which is attached and incorporated herein by reference, is hereby confirmed and ratified by the Common Council of the City of De Pere.
3. The Fifteenth Mayoral Proclamation, dated June 10, 2020, accepting and approving grant funding in the amount of \$309,250.00 awarded by the State of Wisconsin Department of Health Services under the 2020 DPH Consolidated Contract, a copy of which is attached and incorporated herein by reference, is hereby confirmed and ratified by the Common Council of the City of De Pere.

Resolution #20-61

Page 3 of 3

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of June, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso20-61 (9702 : Resolution #20-61 Ratifying Mayoral Proclamations from May 30, 2020 Through June 12, 2020)

CITY OF DE PERE
THIRTEENTH MAYORAL PROCLAMATION
JUNE 3, 2020

WHEREAS, on March 17, 2020, the Common Council of the City of De Pere adopted Resolution #20-34 declaring a state of emergency in the City of De Pere as a result of COVID-19; and

WHEREAS, the emergency power granted to the governing body by Wis. Stat. §323.14(4)(a) includes the general authority to order, by ordinance or resolution, whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within the local unit of government in the emergency; and

WHEREAS, if, because of the emergency conditions, the governing body of the local unit of government is unable to meet promptly, Resolution #20-34 and Wis. Stat. §323.14(4)(b) grants the Mayor, or in the absence of the Mayor, the Council President, the authority to act under Wis. Stats. §323.11 and §323.14(4)(a); and

WHEREAS, many public health authorities are recommending physical distancing in order to prevent exposure to and spread of COVID-19; and

WHEREAS, the De Pere Municipal Code requires any person wishing to engage in direct sales or solicitation to be registered for that purpose and in compliance with the provisions of Chapter 114; and

WHEREAS, the Common Council recognizes that the types of activities for which registration is required under Chapter 114 may present a danger to the public health by promoting increased physical interaction among members of the public.

NOW, THEREFORE, THE MAYOR DOES HEREBY PROCLAIM THAT:

1. The City Clerk shall not issue any registrations for peddlers, solicitors or transient merchants as required under Chapter 114 of the De Pere Municipal Code.
2. Any ordinance, resolution, or City policy in conflict with the above proclamation shall be superseded by this proclamation.
3. The above proclamations shall remain in effect until the Declaration of Emergency is no longer in effect, or until ratified, altered, modified, or repealed by the Common Council at the next meeting.

PROCLAIMED this 3rd day of June, 2020.


James G. Boyd, Mayor

CITY OF DE PERE
FOURTEENTH MAYORAL PROCLAMATION
JUNE 6 2020

WHEREAS, the emergency power granted to the governing body by Wis. Stat. §323.14(4)(a) includes the general authority to order, by ordinance or resolution, whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within the local unit of government in the emergency; and

WHEREAS, if, because of the emergency conditions, the governing body of the local unit of government is unable to meet promptly, Wis. Stat. §323.14(4)(b) grants the Mayor, or in the absence of the Mayor, the Council President, the authority to act under Wis. Stats. §323.11 and §323.14(4)(a).

WHEREAS, De Pere Municipal Code Section 8-27 states that no person may intentionally fail to comply with an order issued by an agent of the state or of a local government unit who is engaged in emergency management activities; and

WHEREAS, an emergency exists within the City of De Pere due to the high likelihood of civil commotion, disturbances, looting and rioting; and

WHEREAS, on May 31, 2020, riots erupted in the greater Green Bay metropolitan area, causing destruction of private property, looting, and other acts of vandalism; and

WHEREAS, the De Pere Police Department has reason to believe that the City of De Pere may experience similar riots over the next several days, posing an imminent threat to the health, safety, welfare, and good order of the City of De Pere, including the serious potential for the destruction of private property, looting of a business and other acts of vandalism; and

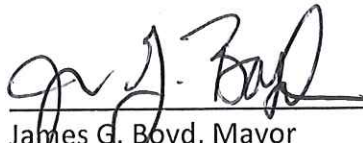
WHEREAS, it is necessary and expedient for the health, safety, welfare and good order of the City of De Pere that a curfew be imposed limiting pedestrian and vehicular travel in order to stop the looting and property damage to private and public property in the City of De Pere; and

WHEREAS, because of such emergency conditions, the Common Council is unable to meet with promptness.

NOW, THEREFORE, THE MAYOR DOES HEREBY PROCLAIM THAT:

1. Pursuant to the authority granted under sections 323.11 and 323.14 (4) of the Wisconsin Statutes, a local State of Emergency for the City of De Pere is declared.
2. An emergency curfew shall be imposed in the entire City of De Pere for all persons from 9:00 p.m. until 06:00 a.m. beginning at 9:00 p.m. on June 6 2020, and ending at 6:00 a.m. on June 8, 2020, unless extended. All persons shall cease vehicular and pedestrian travel on the public way, streets, sidewalks and highways and return to their homes, places of work or other convenient place. The following individuals, working in their official capacity are exempt from this order: government personnel, emergency services personnel, utility services providers, medical providers, social services providers, and credentialed press. Persons experiencing homelessness or fleeing dangerous domestic situations are also exempt from this order.
3. Any person who intentionally fails to comply with this proclamation shall be subject to a forfeiture under Section 8-27 of the De Pere Municipal Code.
4. Any ordinance, resolution, or City policy in conflict with the above proclamations shall be superseded by this proclamation.
5. The above proclamations shall remain in effect until the Declaration of Emergency is no longer in effect, or until ratified, altered, modified, or repealed by the Common Council at the next meeting.

PROCLAIMED this 6 day of June, 2020.


James G. Boyd, Mayor

CITY OF DE PERE
FIFTEENTH MAYORAL PROCLAMATION
JUNE 10, 2020

WHEREAS, on March 17, 2020, the Common Council of the City of De Pere adopted Resolution #20-34 declaring a state of emergency in the City of De Pere as a result of COVID-19; and

WHEREAS, the emergency power granted to the governing body by Wis. Stat. §323.14(4)(a) includes the general authority to order, by ordinance or resolution, whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within the local unit of government in the emergency; and

WHEREAS, if, because of the emergency conditions, the governing body of the local unit of government is unable to meet promptly, Resolution #20-34 and Wis. Stat. §323.14(4)(b) grants the Mayor, or in the absence of the Mayor, the Council President, the authority to act under Wis. Stats. §323.11 and §323.14(4)(a); and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) provided funds to the State of Wisconsin; and

WHEREAS, the State of Wisconsin Department of Health Services has awarded De Pere Health Department additional grant funding in the amount of \$309,250.00 under the 2020 DPH Consolidated Contract, DPH Contract No: 43561-3; and

WHEREAS, the De Pere Health Department will use these funds to meet the ongoing needs of the COVID-19 response in the City of De Pere; and

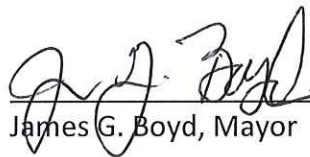
WHEREAS, the State has requested that the grant funds be accepted as soon as possible

in order to allow the De Pere Health Department to begin utilizing the funds.

NOW, THEREFORE, THE MAYOR DOES HEREBY PROCLAIM THAT:

1. The City Health Director, Deborah Armbruster, is hereby authorized to accept and approve, on behalf of the City of De Pere, grant funding in the amount of \$309,250.00 awarded by the State of Wisconsin Department of Health Services under the 2020 DPH Consolidated Contract, DPH Contract No: 43561-3 for the contract term of 10/1/19 through 9/30/21.
2. Any ordinance, resolution, or City policy in conflict with the above proclamation shall be superseded by this proclamation.
3. The above proclamations shall remain in effect until the Declaration of Emergency is no longer in effect, or until ratified, altered, modified, or repealed by the Common Council at the next meeting.

PROCLAIMED this 10th day of June, 2020.


James G. Boyd, Mayor



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #20-62 Authorizing Contract to Administer the Retail Food and Recreation Programs for the Wisconsin Department of Agriculture, Trade and Consumer Protection.

ATTACHMENTS:

- Reso20-62 (DOCX)
- Health Dept Agent Contract (PDF)

RESOLUTION #20-62

AUTHORIZING CONTRACT TO ADMINISTER THE RETAIL FOOD
AND RECREATION PROGRAMS FOR THE WISCONSIN DEPARTMENT OF
AGRICULTURE, TRADE AND CONSUMER PROTECTION

WHEREAS, City's Health Department, within its jurisdiction under Chapter 251 Wisconsin Statutes, has the ability to provide Environmental Health Services (EHS) covering food safety and recreational licensing under the Department of Agriculture, Trade & Consumer Protection (DATCP) and Wisconsin Statutes Chapters 97 and 254; and

WHEREAS, DATCP requirements for a Local Health Department EHS to hold Agent Status under Wis. Admin. Code 74 ATCP include the provision that at least one environmental health inspection staff be designated as the Agent Standard for EHS; and

WHEREAS, the City of Menasha currently provides the Agent Standard for the City of De Pere, but upon termination of that Agreement on June 30, 2020, the City will be in a position to provide its own Agent Status, through its Sanitarian, under the attached Contract to Administer the Retail Food and Recreation Programs for the Wisconsin Department of Agriculture, Trade and Consumer Protection.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are hereby authorized and directed to execute the Contract to Administer the Retail Food and Recreation Programs for the Wisconsin Department of Agriculture, Trade and Consumer Protection (Exhibit A), 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 #20-62

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of June, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

**CONTRACT TO ADMINISTER THE
RETAIL FOOD AND RECREATIONAL PROGRAMS
FOR THE WISCONSIN DEPARTMENT OF AGRICULTURE,
TRADE AND CONSUMER PROTECTION**

This Contract is made between the **Wisconsin Department of Agriculture, Trade and Consumer Protection** ("the Department") and **City of De Pere Health Department** ("the Agent"), pursuant to Wis. Stat. §§ 97.41 and 97.615 and Wis. Admin. Code ch. ATPC 74, authorizing the Department to enter into a written contract designating a local health department, defined in Wis. Stat. § 250.01 (4), to act as the Department's local Agent to administer the retail food and recreational establishment program. The Department designates and authorizes **City of De Pere Health Department** to act as the Department's Agent for the purpose of enforcing Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and the applicable provisions of the Wisconsin Administrative Code.

The Agent's jurisdiction under this contract includes the following geographic area(s): **City of De Pere**

This contract shall run from **July 1, 2019 to June 30, 2021** and shall remain in effect for three fiscal years unless otherwise specified, and shall remain in effect during the three fiscal years unless specifically terminated, revoked, or suspended, as provided in the contract. The Department shall issue contracts for future contract periods to the Agent by January 1 of the last fiscal year of the current contract. The Agent shall commit to continue as the Department's Agent for the future contract period, by signing and returning the contract by March 1 of the last fiscal year of the current contract.

The Agent hereby agrees to protect public health and safety, as the Agent of the Department under Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and Wis. Admin. Code ch. ATPC 74, and the terms and conditions of this Contract. The Agent agrees to issue licenses to, inspect, and regulate retail food establishments, campgrounds, recreational and educational camps, public swimming pools and water attractions, hotels, motels, tourist rooming houses, and bed and breakfast establishments, as specified in this Contract, enforcing all applicable provisions of the Wisconsin Statutes and Administrative Code and associated Department policies, interpretive memos and procedures including, but not necessarily limited to, Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and Wis. Admin. Code chs. ATPC 72 (Hotel, Motel and Tourist Rooming Houses), 73 (Bed and Breakfast Establishments), 74 (Local Agents and Regulation), 75 (Retail Food Establishments) and Appendix (Wisconsin Food Code), 76 (Safety, Maintenance, and Operation of Public Pools and Water Attractions), 78 (Recreational and Educational Camps), and 79 (Campgrounds). If the Agent inspects individual vending machines, the Agent will receive reimbursement from the Department.

The Department agrees to fulfill its responsibilities to the Agent required by Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, Wis. Admin. Code ch. ATPC 74, and this Contract.

Pursuant to ATPC 74.06 (7), the Department shall whenever feasible provide notice to an Agent program at least one fiscal year before making any changes to Department policies and

procedures not specified in the contract that would adversely affect the budget of an Agent program.

This Contract incorporates any amendments to the statutes or administrative rules cited in this Contract, as well as any additional statutes or rules, related to retail food and recreational establishment licensing that may be enacted or adopted during the term of this Contract. The Agent agrees that all of its obligations under this Contract include any of these amendments, enactments or adoptions.

I. DEFINITIONS

- A. **Agent** means a local health department (LHD) as defined in Wis. Stat. § 250.01 (4), that has entered into a contract with the Department and is authorized under the terms of that contract to administer a retail food establishment, lodging, and recreational safety regulatory program, pursuant to Wis. Stat. §§ 97.41 and 97.615 (2), in the local health department's area of jurisdiction.
- B. **Agent Program** means the retail food establishment, lodging, and recreational safety regulatory program operated by an Agent.
- C. **Agent Program Plan** means the plan developed by the Agent for the administration of the Agent program and enforcement of Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, related provisions of the Wisconsin Administrative Code, and any applicable local ordinances or regulations cited in its enforcement actions for the types of facilities for which the Agent has been delegated Agent status.
- D. **Agent Standard** means a member of the Agent's inspection staff, responsible for leading standardization exercises, as prescribed in the Department's Standardization Manual, for the environmental health inspection personnel in the Agent's jurisdiction, who has successfully completed the initial standardization process, is current in their inspection standardization maintenance exercises, and has received a letter of completion from the Department.
- E. **Complaint** means an allegation, presented to an Agent or the Department, of a possible public health hazard or violation of any provision of the Wisconsin Statutes and Administrative Code indicated in this contract or a local public health ordinance or regulation.
- F. **Conflict of interest** means a conflict between the private interests and the official responsibilities of a person in a position of trust. As provided in Wis. Stat. § 19.59 (1), a conflict of interest occurs when the exercise of a person's official responsibilities gives the person the opportunity to obtain financial gain or anything of substantial value for the private benefit of himself or herself, his or her immediate family, or an organization with which he or she is associated.

- G. **Contract** means a signed, written agreement between a local health department and the Department setting forth the obligations of each party in the operation of an Agent program.
- H. **The Department** means the Wisconsin Department of Agriculture, Trade and Consumer Protection.
- I. **Enforcement Action** means a statutorily-authorized action imposed on a licensee for non-compliance with a provision of the Wisconsin Statutes or Administrative Code, or a local public health ordinance or regulation. Enforcement actions include, but are not limited to, holding orders, citations, forfeitures, temporary orders, license suspension, or revocation of a license.
- J. **Establishment** or **Facility** means a retail food establishment, hotel, motel, tourist rooming house, bed and breakfast establishment, food vending machine, camping resort or other campground, recreational educational camp, public swimming pool or water attraction licensed pursuant to Wis. Stat. ch. 97.
- K. **Fiscal Year** means July 1 of one year through June 30 of the next year.
- L. **Follow up Inspection** means a non-mandatory inspection by the Agent to ensure non-critical violations, cited in a routine inspection, have been corrected by a licensee.
- M. **Foodborne Disease Outbreak** means the occurrence of two or more cases of a similar illness of persons, resulting from the ingestion of a common food.
- N. **Inspection Fee** means a fee charged by the Agent program, the amount of which is reasonably related to the cost of performing an assessment of an establishment's compliance with the statutes and rules, under which a license is granted, including the following:
1. An inspection in an establishment not under the Department's regulatory authority.
 2. An Agent inspection in its jurisdiction of a Department licensed mobile or temporary retail food establishment.
- O. **Inspector** means any employee inspecting establishments for the Department or the Agent under the jurisdiction of an Agent program.
- P. **License** means the legal authority granted by the Department or its Agent to operate an establishment.
- Q. **Licensee** means the person or entity licensed to operate an establishment.

- R. **Local Public Health Ordinance or Regulation** means an ordinance adopted by a village, city or county, or a regulation adopted by a local board of health, as the Department's Agent, pursuant to Wis. Stat. § 97.41 (7) or 97.615 (2) (g).
- S. **Memorandum of Understanding (MOU)** means an agreement between the Department and another state agency for designating each agency's responsibilities in shared governance.
- T. **New Agent** means an Agent that has entered into its first contract with the Department or an Agent that has applied to reenter into a contract with the Department after termination of a previous contract.
- U. **Person** means an individual, married couple, legal entity of a partnership, corporation, or limited liability company, municipality, county, town, or state or local agency.
- V. **Pre-licensing Inspection** means an inspection that must be completed before a license is granted and the licensee may begin operating.
- W. **Program Evaluation** means an assessment by the Department of the Agent's adherence to the provisions of this Contract.
- X. **Registered Environmental Health Specialist/Registered Sanitarian or REHS/RS** means a person who holds an REHS/RS credential awarded by the National Environmental Health Association.
- Y. **Registered Sanitarian or RS** means an individual who is a Wisconsin-registered sanitarian, pursuant to Wis. Stat. §440.98 and Wis. Admin. Code. chs. SPS 174 to 177, or is recognized as a registered environmental health specialist/registered sanitarian.
- Z. **Reimbursement** means the portion of the license fee, collected by the Agent, that is remitted to the Department, pursuant to Wis. Stat. § 97.41 (5) or 97.615 (2) (e).
- AA. **Reinspection** means a mandatory inspection to ensure that priority, critical or recurring violations have been corrected, including:
- a. An observed violation of immediate danger to public health (priority or critical) that is not corrected during the inspection;
 - b. Six or more priority (critical) violations observed and noted;
 - c. Repeat violations noted during two previous inspections (3 consecutive times); or
 - d. As determined in consultation with a supervisor, an excessive number of violations that show a lack of managerial control observed during an inspection.

- BB. **Routine inspection** means the annual evaluation of a licensee's operation of its establishment.
- CC. **Sanitarian** means a person who is qualified to conduct inspections as an Agent of the Department and meets the requirements under Wis. Admin. Code § ATCP 74.08 (2).
- DD. **Standard** means a Department (state standard) or Agent employee (Agent standard) who is certified as correctly interpreting and enforcing Wis. Admin. Code chs. ATCP 72, 73, 75 and its Appendix, 76, 78, and 79.
- EE. **Standardization exercise** means an evaluation conducted by a standard to determine if a sanitarian is correctly interpreting and enforcing Wis. Admin. Code chs. ATCP 72, 73, 75 and its Appendix, 76, 78, and 79.
- FF. **Standardization (initial)** means a sanitarian's first successful completion of required field exercises by using risk based inspection methods, as specified in the Department's Standardization Manual.
- GG. **Standardization (maintenance)** means a sanitarian's successful completion of field exercises by using risk based inspection methods, required every three years to maintain standardization certification, as specified in the Department's Standardization Manual.
- HH. **State Fees** means the Department's fees in Wis. Stat. §§ 97.41 (5) and 97.615 (2) (e), levied to recoup Department costs related to setting standards for, monitoring and evaluating the activities of, and providing education and training to, Agent local health departments.
- II. **State License Fees** means the license fees set by the Department, pursuant to Wis. Stat. §§ 97.30 (3) and (3m), 97.613, and 97.67 (4).
- JJ. **Waterborne Disease Outbreak** means the occurrence of two or more cases of a similar illness of persons after the ingestion of drinking water from the same source, or after exposure to water from the same source used for recreational purposes, and for which epidemiologic evidence implicates water as the probable source of the illness.

II. ISSUING LICENSES

- A. Any establishment that is selling, holding, or distributing food and exempt from the requirement to hold a retail food establishment license, pursuant to s. 97.30 (2) (b), Stats., is under the regulatory authority of the Department and may not be licensed, charged a fee, or inspected in any manner related to food, dairy, or meat processing, or wholesale or retail food operations by the Agent.

- B. The Agent shall require a person who applies for, or a licensee who requests renewal of, a license to include, at a minimum, the following information:
1. Individual, Married Couple or Legal Entity who will hold the license and a complete street address.
 2. Doing Business As (DBA) Name and complete address of the establishment.
 3. License number and expiration date of any current license.
 4. Type of Establishment, for licensing purposes
 5. Numbers of units, rooms, or sites and complexity, if applicable.
- C. A license issued by the Agent shall expire on June 30 of each year, except that a new license issued during the period beginning on April 1 and ending on June 30 shall expire on June 30 of the following year (15-month license), except as follows: The Agent of a city of the 1st class that has entered into a Contract with the Department may issue a required license for a retail food establishment or bed and breakfast establishment at any time during the year, which shall expire one year from the date of its issuance.
- D. The Agent, as required in Wis. Stat. § 97.605 (4), shall allow for the holder of a license to transfer the license to:
1. An individual who is an immediate family member if the holder is transferring operation of the hotel, tourist rooming house, bed and breakfast establishment, or vending machine to the immediate family member.
 2. A sole proprietorship that reorganizes as a business entity or a business entity that reorganizes as either a sole proprietorship or a different type of business entity may transfer a license issued under this section for operation of a hotel, tourist rooming house, bed and breakfast establishment, or vending machine commissary to the newly formed business entity or sole proprietorship if the following conditions are satisfied:
 - a) The hotel, tourist rooming house, bed and breakfast establishment, or vending machine commissary remains at the location for which the license was issued.
 - b) At least one individual who had an ownership interest in the sole proprietorship or business entity to which the license was issued has an ownership interest in the newly formed sole proprietorship or business entity.
- E. The Agent, as required in Wis. Stat. § 97.67 (2) shall allow a license to be transferred from an individual to:

1. An immediate family member, as defined in s. 97.605 (4) (a) 2., if the individual is transferring operation of the campground, camping resort, recreational or educational camp, or public swimming pool to the immediate family member.
 2. A sole proprietorship that reorganizes as a business entity, as defined in s. 179.70 (1), or a business entity that reorganizes as a sole proprietorship or a different type of business entity may transfer a license issued under this section for a campground, camping resort, recreational or educational camp, or public swimming pool to the newly formed business entity or sole proprietorship if all of the following conditions are satisfied:
 - a) The campground, camping resort, recreational or educational camp, or public swimming pool remains at the location for which the license was issued.
 - b) At least one individual who had an ownership interest in the sole proprietorship or business entity to which the license was issued has an ownership interest in the newly formed sole proprietorship or business entity.
- F. The Agent shall notify the Department when, in the performance of its duties, it encounters an unlicensed establishment that falls under the Department's licensing and inspection authority.
- G. The Department shall notify the Agent when, in the performance of its duties, it encounters an unlicensed establishment that falls under the Agent's licensing and inspection authority.
- H. The Agent shall honor, without issuing an additional license in its own jurisdiction, all licenses issued by the Department or other Agent jurisdictions for a mobile retail food establishment serving meals (mobile restaurants). The following shall also apply:
1. The mobile retail food establishment license and service base license shall be issued by the jurisdiction where the service base is located or the address where the mobile unit is stored, if a service base variance is granted by the Department, or as specified in sub. 2.
 2. The Agent or the Department issuing the retail mobile service base license may allow another jurisdiction to issue the retail mobile license, if the mobile retail food establishment operates solely outside the jurisdiction where the mobile service base is located.
 3. Enforcement activities for all operations of the mobile retail food establishment shall be conducted by the licensing entity, regardless of where the establishment may operate within the State. Inspection reports generated by other jurisdictions may be used to support enforcement activities.

4. The licensee shall immediately correct any violations posing an immediate danger to public health found on site or the inspecting regulatory authority shall issue a temporary closure order at time of inspection.
 5. An inspection fee may be charged by any Agent program conducting an inspection on a mobile unit licensed by another jurisdiction. The fee shall be based on the reasonable cost to conduct the inspection.
 6. Current out-of-state mobile retail food establishments shall continue to maintain a Department-issued license unless the Department determines that the license should be held by another jurisdiction.
- I. An Agent shall honor, without issuing an additional license in its own jurisdiction, all licenses issued by the Department or other Agent jurisdictions for a temporary retail food establishment. The following shall also apply:
1. The temporary retail food establishment license shall be issued in the jurisdiction in which the operator is located or the temporary event occurs.
 2. Enforcement activities for all operations of the temporary retail food establishment shall be conducted by the licensing entity, regardless of where the establishment may operate within the State. Inspection reports generated by other jurisdictions may be used to support enforcement activities.
 3. The licensee shall immediately correct any violations posing an immediate danger to public health found on site or the inspecting regulatory authority shall a temporary closure order at time of inspection.
 4. An inspection fee may be charged by any Agent program conducting an inspection on a temporary retail food establishment licensed by another jurisdiction. The fee shall be based on the reasonable cost to conduct the inspection.
 5. Current out-of-state temporary retail food establishments shall continue to maintain a Department-issued license unless the Department determines that the license should be held by another jurisdiction.

III. INSPECTIONS

The Agent Program sanitarians shall inspect all establishments covered in the contract for compliance with Wis. Stat. § 97.30, subchs. III and IV of Wis. Stat. ch. 97, and Wis. Admin. Code chs. ATCP 72, 73, 75 and its Appendix, 76, 78, and 79.

- A. The Agent Program shall follow standard inspection methods and procedures prescribed by the Department.
- B. Each fiscal year the Agent shall conduct one routine inspection of each licensed establishment under its jurisdiction, except for vending machines and temporary retail food establishments. The Agent may propose a different inspection frequency to the Department which may only be implemented if approved by the Department in writing.
- C. The Agent Program shall collect food and water samples as necessary or as requested by the Department.
- D. The Agent Program shall perform a pre–licensing inspection of a license applicant’s establishment for compliance with all applicable ordinances, rules, and statutes. The pre–licensing inspection shall be conducted before the applicant is issued a license and conducts business, except as specified for micro-markets in Wis. Stat. § 97.30 (2) (d).
- E. The Department may conduct inspections at an establishment in the Agent Program’s jurisdiction for all of the following purposes:
 - 1. Training or standardization of Department staff or Agent Program staff.
 - 2. In response to an emergency.
 - 3. For monitoring and evaluating the Agent Program’s licensing, inspection, and enforcement program.
 - 4. At the request of the Agent Program.
- F. Whenever feasible, the Department shall notify the Agent of the Department’s intent to inspect an establishment in the Agent program’s jurisdiction. The Agent may accompany the Department during such inspections.
- G. The Agent may elect, in writing to the Department, to inspect vending machines.
- H. The Agent shall give priority to pre-licensing inspections, inspections involving emergency complaints, food or waterborne illness investigations, and re-inspections.
- I. A routine inspection shall be unannounced except when it is necessary that the owner or operator be present for the inspection, or when the Agent is conducting a follow-up inspection, reinspection or other activity where having the owner or operator present is important for continued compliance.
- J. If a routine inspection is performed in conjunction with another investigation, separate inspection reports shall be completed for the investigation and the routine

inspection. Each report shall be signed by the environmental health inspection staff person and the licensee, or licensee's designated person in charge.

- K. The Agent shall perform inspection duties required by, and in compliance with, the Department's MOUs. The Department will provide the Agent a copy of each MOU it executes.
- L. The Agent may, with written approval from the Department, enter into written contracts with other units of government or other persons to perform inspection activities related to enforcement responsibilities under this Contract. The Agent assumes ultimate responsibility for the performance and quality of the inspections and for the enforcement of all applicable provisions of the Wisconsin Statutes and Administrative Code under this Contract.
- M. The Agent shall not charge an inspection fee for a routine inspection of any establishment licensed by the Agent.
- N. The Agent shall include in its inspection report the following information for each violation observed during an inspection:
 - 1. Violation Observation – A factual description, including location, of the observed violation.
 - 2. Code Reference – Citation and a brief description of the statute, administrative rule, or local ordinance for the observed violation.
 - 3. Corrective Action – A statement indicating what action the licensee has taken, or shall take, to regain compliance with the administrative rule, statute or local ordinance.
- O. The Agent shall perform an exit interview with the licensee's designated person in charge and obtain a signature. A copy of the inspection report shall be left with the person in charge at the completion of the inspection or e-mailed or otherwise presented within 2 business days after completion of the inspection. If the person in charge refuses to sign the inspection report, an indication shall be made on the inspection report of the refusal to provide a signature.
- P. If the Agent became the Department's Agent on or after April 1, 2009, the Agent shall use the Department's electronic software program for conducting and documenting inspections. If the Agent has been the Department's Agent before April 1, 2009, the Agent may use the Department's electronic software program or the Department-approved paper forms for conducting inspections. The Department will provide, maintain and support this software. The Agent may be responsible for additional user licenses or development costs specific to the Agent's program.

IV. COMPLAINTS AND FOODBORNE DISEASE INVESTIGATIONS

- A. The Agent shall investigate every complaint that it receives against any licensee under its jurisdiction. The Agent shall prioritize and investigate complaints according to the procedures in this section and procedures adopted by the Agent program under the contract with the Department. The complaints shall be addressed in decreasing order of priority as follows:
 1. An allegation indicating a serious or imminent public health hazard is associated with a licensee or establishment under the Agent Program's jurisdiction.
 2. An allegation indicating a potential public health problem, that is neither a serious or imminent public health hazard, is associated with a licensee or establishment under the Agent Program's jurisdiction.
 3. An allegation of a violation, not indicating a public health hazard, associated with a licensee or establishment under the Agent Program's jurisdiction.
 4. The Agent shall notify and consult with the Department and other affected agencies having jurisdiction, as necessary, about complaints or foodborne or waterborne diseases that may be of significant concern to those agencies. The Agent Program shall coordinate complaint investigations, as necessary, with other agencies having jurisdiction.
- B. The Agent shall conduct an investigation if there is a complaint concerning an exempt retail food establishment, as defined in Wis. Admin. Code § ATCP 75.03 (9), within its jurisdiction, or upon Department request.
- C. Each complaint, and documentation of its investigation, shall be physically or electronically linked with the establishment licensing and inspection information.
- D. When the Agent receives information that indicates a foodborne or waterborne disease outbreak has occurred, the Agent shall conduct an investigation. In conducting the investigation, the Agent shall follow the criteria in Wisconsin's Foodborne and Waterborne Disease Outbreak Investigation Manual. The Agent shall conduct an investigation of the facility, in which the outbreak occurred, as soon as epidemiological evidence links that facility with the outbreak. In addition:
 1. The Agent shall notify the Department and the Department of Health Services' (DHS) Communicable Disease Epidemiology Section (CDES.)
 2. Upon the Agent's request, the Department shall assist in the investigation.
 3. In the event the outbreak becomes cross-jurisdictional, the Department, in coordination with DHS CDES, will coordinate the activities of the Agent and other governmental agencies in order to most quickly and effectively end the outbreak.

- E. The Agent, if requested by the Department, shall conduct effectiveness checks pertaining to product recalls or other situations in which food must be removed from sale or service.

V. ENFORCEMENT AND SAMPLING

- A. The Agent Program shall take necessary actions to enforce the provisions of Wis. Stat. § 97.30 and subchs. III and IV of Wis. Stat. ch. 97 and related administrative rules in Wis. Admin. Code chs. ATPCP 70, 72, 73, 75 and its Appendix, 76, 78, and 79, and any local ordinances or regulations, adopted pursuant to Wis. Stat. §§ 97.41 (7) and 97.615 (2) (g), for establishments over which the Agent Program has been delegated authority under the contract when an observation is made including, but not limited to, the following:
 - 1. An immediate danger to public health as required in Wis. Stat. §§ 97.12 and 97.65.
 - 2. Noncompliance with written orders.
 - 3. Continued repeat violations noted on inspection reports.
 - 4. Operating without a required establishment license.
- B. Enforcement actions may include license revocation; license suspension; fines or civil forfeitures; orders to close; temporary or final hold orders on equipment, food, processes, or establishments; and the placement of conditions on licenses.
- C. The Agent Program shall maintain a written enforcement policy that is distributed to its inspection staff and shall make it available to the Department during evaluations, whenever it is substantively changed, or upon request.
- D. The Agent Program shall notify the Department, in writing within 10 days, after taking any enforcement action against an establishment involving license suspension, license revocation, or court or administrative actions.
- E. The Agent Program shall be responsible for costs incurred in enforcement actions taken in the Agent Program's jurisdiction.
- F. The Agent Program shall take samples requested by the Department.
- G. The Agent Program may conduct any requested sample analyses in a laboratory certified by the Department, pursuant to ch. ATPCP 77 for those analyses. All costs associated with collecting and testing these samples shall be assumed by the Agent Program.
- H. The Agent Program shall share laboratory results with the Department.

- I. If the Agent Program does not have the laboratory capability to perform required analyses, or chooses not to perform those analyses, it shall submit samples to the Department's Bureau of Laboratory Services for analysis. The Agent Program shall assume the cost of collecting samples and shipping them to the Department's laboratory. The Department shall assume the cost of the laboratory analysis of those samples.
- J. If the Department has notified the Agent Program of deficiencies by any licensee, in complying with the enforcement provisions of this chapter or any other rules or statutes applicable under the contract, and the Agent Program does not act expeditiously or take effective action with the licensee, the Department may act, pursuant to Wis. Stat. §§ 97.12, and 97.65, to enforce compliance with this chapter.
- K. The Department shall provide technical assistance to the Agent for enforcement activities upon the Agent's request.
- L. The Agent program may deny, suspend, or revoke a license or impose conditions on a license, as provided in Wis. Stat. § 93.06 (7) and (8). Except as otherwise provided by statute, rule, or local ordinance, the suspension or revocation of a license shall comply with the prior notice requirements of Wis. Stat. § 227.51.

VI. STAFFING

- A. The Agent Program shall have sufficient employees to implement the program according to the terms of this Contract.
- B. Except as specified in (D), each sanitarian employed by the Agent Program shall meet one of the following requirements:
 - (1) Is RS-eligible, which means having met one of the following criteria:
 - (a) Holding a baccalaureate or higher degree in environmental health from an accredited college or university and completing at least 30 semester or 45-quarter hour academic credits in environmental, physical, biological, chemical, or environmental health courses.
 - (b) Holding a baccalaureate or higher degree in physical or biological sciences from an accredited college or university and completing at least 30 semester or 45 quarter hour academic credits in environmental, physical, biological, chemical, or environmental health courses.
 - (c) Holding a baccalaureate or higher degree from an accredited college or university.

(d) Holding an associate degree from an accredited college, community college or technical institute in environmental, physical, biological, or chemical sciences.

(2) Is an RS in training.

(3) Holds a valid Wisconsin Registered Sanitarian or REHS/RS credential.

- C. The Agent Program shall employ at least one Registered Sanitarian to conduct inspections and supervise any inspectors or sanitarians who are not registered sanitarians. The Agent Program shall only hire sanitarians who are Registered Sanitarians or will become Registered Sanitarians within five years after the date of hire. Inspectors or sanitarians who were employed by the Agent Program prior to July 1, 2018, and are not eligible to become Registered Sanitarians within five years, shall perform inspections under the supervision of a Registered Sanitarian and shall be deemed competent to perform inspections by passing standardization exercises.
- D. Only Tourist Rooming House (TRH) inspections may be conducted by personnel who either do not have an RS credential or will not be eligible to obtain the RS credential within five years provided that:
1. A RS-credentialed employee supervises the non-credentialed employees; and
 2. Each TRH license is inspected at least once every 5 years by an employee who has the RS credential or will be eligible to obtain the RS credential within five years; and
 3. A written plan of implementation and tracking for TRH inspections shall be provided to the Department for review and approval; and
 4. Each year, the TRH inspection tracking documentation shall be provided in the self-assessment for review by the Department.
 5. The individual conducting the TRH inspections has met the minimum training requirements for TRH inspections in the Department's training manual.
- E. If an Agent Program loses its only Registered Sanitarian, the Agent Program shall hire a Registered Sanitarian replacement within 120 days or, upon the Agent's written request, the Department may allow the Agent additional time to hire a qualified replacement. A replacement who is not a Registered Sanitarian may be hired, if approved by the Department, if the Agent has a signed agreement with another Agent for a Registered Sanitarian to provide supervisory oversight and the replacement hire shall become a Registered Sanitarian within six months of being hired. A copy of the supervisory oversight contract shall be provided to the Department and shall include the amount of time allotted for oversight activities and what specific duties the supervising Registered Sanitarian will provide.

- F. The Agent shall designate a sanitarian or Registered Sanitarian, as required by the Department, to undergo the standardization exercise evaluating enforcement of ch. ATCP 75 Appendix as prescribed in the Department's Standardization Manual. After successfully completing the exercises, the staff person shall be designated as the Agent Standard. As the Department develops standardization processes for programs other than the retail food program, the Agent will comply with the standardization process in those programs.
- G. The Agent Standard shall perform Department-required exercises with the Department to maintain his or her status as the Agent Standard, as prescribed in the Department's Standardization Manual.
- H. The Agent Standard shall perform standardization and maintenance exercises with other sanitarians in their jurisdiction, using procedures specified by the Department's Standardization Manual.
- I. The Agent is required to send at least one sanitarian or Registered Sanitarian to attend training provided by the Department.
- J. An employee of the Agent shall participate on Department rulemaking and policy advisory committees when requested.
- K. The Agent may not permit an employee to conduct an inspection in a situation in which the employee, a member of his or her family, or an organization with which the employee is associated or has a financial interest or where the employee's relationship with any person at the inspected establishment could cause the employee not to be able to conduct an objective, unbiased inspection.
- L. The Agent Program is solely responsible for all employment-related issues involving the persons it employs in the program and for the actions or omissions of the Agent Program's employees, except as otherwise provided by law.
- M. Upon the Agent's request, the Department shall provide technical assistance and training to staff.

VII. EDUCATIONAL OUTREACH

The Agent will cooperate with the Department in conducting training programs for licensees and employees of establishments located in its jurisdiction.

VIII. REPORTS AND RECORDS

- A. The Agent shall maintain a file of the current records for each licensed facility within its jurisdiction. Records shall include the name, address, ID number and type of establishment or facility. A file shall contain at least the latest three (3) years of

inspection reports, follow-up investigation reports, reports of enforcement actions, confirmed complaint follow-ups and summaries, foodborne disease outbreak information, and approvals of variance requests, HACCP plans and waivers.

- B. If the Agent is not using the Department's electronic inspection and licensing software, the Agent shall use inspection report forms approved by the Department for all pre-licensing inspections, routine inspections, re-inspections, and follow-up inspections.
- C. The Agent shall submit reports as requested by the Department. The Department may review or request a copy of any inspection report, correspondence, or order served on any licensee within Agent's jurisdiction; annual program budget reports, projections, and any other report the Department determines it needs to monitor the Agent's performance, including, but not limited to, CDC risk factor reports, self- assessments, or any other required reports, pursuant to Wis. Stat. § 97.41 (7) or 97.615 (2) (g) or Wis. Admin. Code ch. ATPC 74.
- D. The Agent Program shall accurately and completely document the cost of the Agent's program that is administered under the contract with the Department. The cost may include direct costs for licensing, inspection, complaint handling and investigation, enforcement, information management, reporting, and any other activities carried out within the limits of the contract with the Department. The costs may also include documented indirect costs normally associated with the program. These costs may include staff, equipment, facilities, contract service, and other documented costs allocated to the program. Upon request, the Agent shall provide copies of these records to the Department.
- E. By the 10th of the month immediately following the month in which the Agent issues a license, or receives notification from a licensee of a change affecting its license, the Agent shall provide a report of all such license issuances and changes to the Department. This requirement applies to temporary restaurants, as defined in Wis. Admin. Code ch. ATPC 75. This reporting requirement is satisfied by the Agent's use of the Department's electronic licensing and inspection software.
- F. By September 30th of each year, the Agent shall give the Department a complete list of the names and addresses of the licensees to whom licenses were issued by the Agent during the previous fiscal year. This reporting requirement is satisfied by the Agent's use of the Department's electronic licensing and inspection software.
- G. Within ten (10) days after the date on which it takes place, the Agent shall report to the Department, in writing, any change in the assignment of a supervisor of the environmental health inspection personnel who are not currently Wisconsin Registered Sanitarians/REHS and any change in the organization of the inspection staff, including authority line changes. If the Agent employs only one or two sanitarians, the Agent shall report any change in assignment of environmental health inspection personnel who are providing services under this Contract.

- H. The Agent shall submit the CDC Risk Factor Tracking Sheet annually to the Department for the purpose of enabling the Department to determine the types of violations found in facilities throughout the State of Wisconsin. This reporting requirement is satisfied by the Agent's use of the Department's electronic licensing and inspection software.
- I. As required by Wis. Admin. Code ch. ATP 74, the Agent shall maintain and keep readily available for use by inspection staff and review by the Department, a copy of its Agent Program Plan. The plan shall include, at a minimum, all the components identified in Wis. Admin. Code ch. ATP 74 and any other information the Department requests in writing that it determines is necessary or relevant for its review of the plan. The minimum components include:
- (1) Employee positions that will issue licenses or conduct investigations and inspections.
 - (2) Staffing and budget plans for issuing licenses, making investigations and inspections, providing technical assistance, and enforcing applicable state statutes and rules and local ordinances.
 - (3) A list of the licenses that may be issued by the Agent. A local ordinance may combine and expand license categories, so long as those categories include all of the types of establishments that shall be licensed under this Contract.
 - (4) A list of the fees to be charged by the Agent to licensees. A local ordinance may establish local license fees that differ from fees charged under Wis. Admin. Code chs. ATP 72, 73, 75 and its Appendix, 76, 78, and 79, for licenses issued by the Department. All license fees shall be based on the Agent's reasonable program costs, pursuant to Wis. Stat. § 97.41 (4).
 - (5) A description of the inspection and enforcement program to be implemented by the Agent, including a copy of applicable village, city, or county ordinances or regulations.
 - (6) Procedures to ensure cooperation between the Agent and appropriate federal, state, local, and tribal agencies in the event of a natural disaster or other emergency.
 - (7) Procedures for investigating complaints concerning licensees under this Contract and unlicensed activity that may require licensing and inspection.
 - (8) Procedures for notifying the Department when the Agent receives information or a complaint concerning an establishment that may need to be licensed or inspected by the Department within the Agent's geographical area.
 - (9) Procedures for investigating reports of suspected foodborne disease, including cooperation with the Department.

- (10) Procedures to ensure the time period within which the Agent will make a determination on an application for a license does not exceed 30 days following receipt of a complete application.
- (11) Any other information that the Department may reasonably require for its review of the Agent's program plan.

IX. REIMBURSEMENT BY THE DEPARTMENT FOR VENDING INSPECTIONS

- A. The Agent shall submit a list of vending machine inspections it conducted during the previous fiscal year to the Department, no later than August 30 unless the Department in its sole discretion extends the deadline for submission, to receive reimbursement from the Department for performing the inspections.
- B. No later than September 30 of the next fiscal year, the Department shall reimburse the Agent for inspections of vending machines during the previous fiscal year, as required in Wis. Stat. § 97.615 (1). If the Department extends the deadline for submitting inspection information, the Department may reimburse the Agent up to 30 days after receiving this information. The reimbursement amount for vending machine inspections is the portion that remains after deducting the Department's clerical and automated licensing processing costs from the license fee.
- C. Fee reimbursements for the inspection of vending machines moved from one Agent's jurisdiction to another Agent's jurisdiction will be credited to the Agent making the first inspection during the fiscal year.

X. REIMBURSEMENT TO THE DEPARTMENT FOR STATE FEES COLLECTED BY AGENT

- A. The Agent shall reimburse the Department for the state fees from the license fees the Agent collects, as provided under sub. B.
- B. The state fees shall not exceed 20% of the state license fees the Department sets by administrative rule for the types of facilities for which the Agent issues licenses. The calculation of the state fees is based on state license fees only, not preinspection, reinspection and inspection fees.
- C. As of the date of this Contract, the state fees are 10% of the state license fees. The Department may increase the state fees up to 20% of the state license fees by announcing a change in the percentage one year prior to the licensing year for which the change applies. Retail food and recreational establishment license fee reimbursement shall be:

1. A fee equal to 10% of the applicable state license fee, regardless of the license fee actually charged by the local Agent, if the Agent prepares and submits to the Department, by September 30 of that year, an annual self-assessment as required by Wis. Stat. §§ 97.41 and 97.615.
 2. A fee equal to 20% of the applicable state license, regardless of the license fee actually charged by the Agent, if the Agent fails to submit the annual self-assessment in par. 1. to the Department, by September 30 of that year. A fee payment under this paragraph does not exempt the Agent from the duty to prepare and submit an annual self-assessment.
- D. The Department shall provide the Agent with a reimbursement summary form to be used by the Agent to identify all the facilities for which the Agent has issued licenses during the licensing year. The summary shall be formatted by the Agent to include the complexity assessment rating assigned to each retail food establishment licensed during the licensing year.
- E. State fees for each licensee shall be based on the state license fee, determined by the license category as follows:
1. Retail Food Establishments - Restaurants -are determined using the table in Wis. Admin. Code § ATCP 75.105 (B) for the restaurant license category. The Agent may use the restaurant license category assignment formula in that subchapter or a complexity tool approved in writing by the Department.
 2. Retail Food Establishments – Values, listed in Wis. Admin. Code § ATCP 75.03 (3), shall be used in determining the license category.
 3. Recreation Facilities – Values, listed in Wis. Admin. Code chs. ATCP 72, 73, 76, 78 and 79, shall be used in determining the license category.
- F. No later than September 30 of each year, the Agent shall return the completed summary form and reimburse the Department for the state fees.
- G. If the Agent Program has contracted with the Department, pursuant to Wis. Stat. § 97.41 and Wis. Admin. Code § ATCP 74.06, for the Department to collect fees and issue licenses, the Agent Program shall pay the Department for the actual cost of providing these services.

XI. COSTS

The total fees the Agent collects may not exceed the Agent's reasonable costs of issuing licenses to, making investigations and inspections of, and providing education, training and technical assistance to licensed establishments, plus the state fees.

XII. EVALUATION AND TRAINING

- A. At least once each year, the Agent Program shall submit a self-assessment in a format determined by the Department. The Department shall evaluate the Agent Program based on the following required information in the self-assessment:
 - 1. The Agent Program's compliance with the contract terms.
 - 2. The Agent Program's progress in meeting program standards adopted by the Department.
 - 3. The Agent Program's records and reports required pursuant to Wis. Admin. Code § ATCP 74.20.
- B. The Department shall conduct an onsite evaluation, at least once every three years, to assess the Agent's compliance with the provisions of this Contract, program standards set by the Department, and applicable statutes and administrative rules. The Department may conduct the onsite evaluation process at any reasonable time and shall give the Agent reasonable advance notice. The onsite evaluation process shall include an office component and a field component. The office component shall include, but is not limited to, review of ordinances, regulations, inspection reports, budget information, and other required documentation. The field component shall include Department personnel performing maintenance standardization with the Sanitarian who is the Agent Standard, as well as evaluating other sanitarians, if applicable.
- C. In addition to the required evaluation, the Department may perform additional evaluations of the Agent's performance at any reasonable time with reasonable advance notice.
- D. The Department shall provide the Agent program with the Department's written findings based on the review of the self-assessment or an on-site evaluation. The Department may, as deemed necessary, increase the evaluation frequency.
- E. The Agent shall submit to the Department any required corrective action plan detailing how the Agent will meet contract requirements.
- F. The Department shall review the corrective action plan and may make additional comments or approve the corrective action plan if deemed acceptable.
- G. The Agent shall document progress on the approved corrective action plan on their next one or two yearly self-assessments as necessary.
- H. The Agent shall include the approved corrective action plan in its Agent Program Plan and distribute it to its staff as required in Section IV. E.

- I. If the Agent fails to meet the conditions specified in the corrective action plan, the Department shall:
 1. Notify the Agent, in writing, of the deficiencies in meeting the corrective action plan and place the contract in a conditional status with a deadline for the Agent to meet the corrective action plan conditions.
 2. Remove conditional status of the contract if deficiencies are corrected within the conditional time period.
 3. Notify the Agent of its intent to terminate the contract and revoke Agent status, as provided pursuant to Wis. Admin. Code § ATP 74.26, if deficiencies remain uncorrected after a conditional deadline has passed.
 4. The Agent may request a hearing on the termination in writing, as provided in Wis. Admin. Code § ATP 1.03 (3), including the information required in Wis. Admin. Code § ATP 1.06. The Department shall hold a hearing, if requested by Agent, within 15 days after the Department receives the request, unless the Agent agrees to a different date.
- J. Notwithstanding these provisions, the Department may exercise its right to immediately suspend a contract, pursuant to Wis. Admin. Code § ATP 74.26 (3), to protect public health or safety.

XIII. NONDISCRIMINATION

- A. In connection with the performance of work under this Contract, the Agent 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 s. 51.01(5), Stats., sexual orientation as defined in s. 111.32(13m), Stats., 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 Agent shall take affirmative action to ensure equal employment opportunities. The Agent shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.
- B. The Department assumes no liability for the job safety or welfare of the Agent employees, or for the actions or omissions of the Agent employees relating to the administration of the retail food and recreational program, except as otherwise provided by law.

XIV. PRIVACY AND CONFIDENTIAL INFORMATION

A. Definitions: The following definitions apply to this section.

- 1 “*Confidential Information*” : means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this Contract, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria
 - a) Personally Identifiable Information as defined in 2;
 - b) Information not subject to disclosure under Wis. Stat. ch. 19, subch. II, Public Records and Property, that is related to the Department’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or
 - c) Information expressly designated as confidential in writing by the Department.
- 2 “Personally Identifiable Information” means 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 the 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.
- 3 “Corrective Action Plan” means a plan, developed by the Agent and approved by the Department, that the Agent must follow in the event of any threatened or actual use or disclosure of any Confidential Information not specifically authorized by this Contract, or in the event that any Confidential Information is lost or cannot be accounted for by the Agent.

B. Duty of Non-Disclosure and Security Precautions

1. The Agent shall not use Confidential Information for any purpose other than the limited purposes set forth in this Contract and all related and necessary actions taken in fulfillment of the obligations thereunder. The Agent shall not disclose such Confidential Information to any persons other than those Agent Representatives who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract. The Agent shall be responsible for the breach of this Contract by any said Representatives.
 2. The Agent shall institute and maintain such security procedures as are reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation or transmission, whether physically or electronically.
 3. The Agent shall insure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Agent on any reproduction, modification, or translation of such Confidential Information. If requested by the Department, Agent 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 the Department, as directed.
 4. The Agent shall return to the Department all Personally Identifiable Information it maintains possesses or controls, collected on behalf of this Contract, upon termination of this Contract and shall destroy all copies.
- C. Legal Disclosure. If Agent or any of its Representatives shall be under a legal obligation in any administrative, regulatory or judicial circumstance to disclose any Confidential Information, the Agent shall give the Department's Office of Legal Counsel prompt notice thereof (unless it has a legal obligation to the contrary) to allow the Department to inspect the Confidential Information and seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, Agent and its Representatives shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature. Agent or its representatives shall not be obligated to wait on any action or inaction by the Department, under this section, at any time when Agent is required to release information under other authority of law.
- D. Unauthorized Use, Disclosure or Loss
1. Immediately upon becoming aware of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by this Contract, or that any Confidential Information has been lost or is unaccounted for, the Agent shall notify the Department's Office of Legal Counsel of the problem. Such notice shall include, to the best of the local Agent's knowledge at that time, the persons affected, their identities and the Confidential Information disclosed.

2. The Agent shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure or loss. The Agent shall cooperate with the Department's efforts to seek appropriate injunctive relief or to otherwise prevent or curtail such threatened or actual breach, or to recover the Confidential Information, including complying with a Corrective Action Plan.

XV. TERMINATION, REVOCATION OR SUSPENSION OF AGENT CONTRACT

- A. **TERMINATION.** The Agent may terminate this Contract upon 90 days written notice to the Department. The notice shall specify the reasons for termination and the last day the Agent will have Agent status.
- B. **REVOCATION.** If the Department finds that the Agent has failed to comply with the requirements for Agent status under Wis. Stat. § 97.41(2) or 97.615 (2) (b), Wis. Admin. Code ch. ATCP 74, or the terms and conditions of this Contract, the Department may revoke Agent status, as provided by statute, upon 90 days written notice to the Agent. The notice shall specify the reasons for revocation and the last day that the Agent will have Agent status.
- C. **SUSPENSION.** If the Department finds that suspension of this Contract is necessary to protect the public's health or safety, the Department may immediately suspend this Contract upon notice to the Agent. The Agent may request a hearing on the suspension in writing, as provided in Wis. Admin. Code § 1.03 (3), including the information required in Wis. Admin. Code § ATCP 1.06. The Department shall hold a hearing, if requested by Agent, within 15 days after the Department receives the request, unless the Agent agrees to a different date. The suspension shall remain in effect until the final hearing decision is issued.
- D. **Reimbursement upon Termination or Revocation:**
 1. **Vending:** If this Contract is terminated or revoked, the Agent shall receive reimbursement for inspections of vending machines and vending machine commissaries performed under the Contract up to and including the date of termination or revocation.
 2. **Other Licenses:** If this Contract is terminated or revoked, the Agent shall reimburse the Department for the prorated amount, for the remainder of the fiscal year, of all license fees received by the Agent. The reimbursement shall be based on this formula: Days left in fiscal year/365 times the state license fees for all the establishments the Agent has licensed.
- E. Upon termination or revocation of this Contract, the Agent shall transfer all inspection and enforcement records to the Department.

Signed this _____ day of _____, 2020.

For **City of De Pere Health Department:**

Signature

Print Name and Title

Signature

Print Name and Title

Signed this _____ day of _____, 2020.

For the Department of Agriculture, Trade and Consumer Protection:

Steven C. Ingham, Administrator
Division of Food and Recreational Safety



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #20-63 Authorizing Emergency Medical Service Medical Director Agreement Between the City of De Pere and BayCare Aurora LLC, d/b/a Aurora BayCare Medical Center Regarding Emergency Medical Director Services.

At its meeting on Tuesday, June 9, 2020, the Finance/Personnel Committee voted unanimously to approve the services of Dr. Zemple to serve as Emergency Medical Service Medical Director to the Fire Department upon the retirement of Dr. Stroman.

ATTACHMENTS:

- Reso20-63 (DOCX)
- EMS Medical Director (Zemple) (PDF)

RESOLUTION #20-63

AUTHORIZING EMERGENCY MEDICAL SERVICE MEDICAL DIRECTOR AGREEMENT
BETWEEN THE CITY OF DE PERE AND BAYCARE AURORA, LLC (d/b/a AURORA BAYCARE MEDICAL
CENTER) REGARDING EMERGENCY MEDICAL DIRECTOR SERVICES

WHEREAS, the City of De Pere, BayCare Aurora, LLC d/b/a Aurora BayCare Medical Center and BayCare Clinic, L.L.P. are parties to an Emergency Medical Service Medical Director Agreement dated August 14, 2018 (the "Agreement") retaining the services of Dr. Stroman as the City's Emergency Medical Service Medical Director; and

WHEREAS, due to the retirement of Dr. Stroman, the parties wish to terminate the Agreement and enter into the Emergency Medical Service Medical Director Agreement engaging the services of Dr. Zemple, attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, the Finance/Personnel Committee has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Emergency Medical Service Medical Director Agreement (Exhibit A), together with such subsequent amendments and renewals thereof, provided the terms and conditions are substantively similar and the services have been appropriately budgeted therefore.

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 16th day of June, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Committee Approval: 6/9/2020

Attachment: Reso20-63 (9687 : Resolution #20-63 Authoring EMSMD Agreement with ABCMC)

EMERGENCY MEDICAL SERVICE MEDICAL DIRECTOR AGREEMENT

This **Emergency Medical Service Medical Director Agreement** (the "Agreement") is entered into by and between the **City of De Pere**, a Wisconsin municipal corporation, ("City") and **BayCare Aurora, LLC**, a Wisconsin limited liability company, **d/b/a Aurora BayCare Medical Center** ("ABMC").

Recitals

WHEREAS, the De Pere Public Safety Department operates an ambulance service ("City Service") and is an emergency medical service provider pursuant to Wis. Stats. §256.12; and

WHEREAS, as an emergency medical service provider, the City Service is required to engage a qualified medical director to provide medical direction in all matters relating to emergency medical services; and

WHEREAS, ABMC contracts with physicians who are involved in the provision of emergency medical care; and

WHEREAS, the City entered into an agreement with ABMC on August 14, 2018, engaging Dr. Steven Stroman as its Emergency Medical Service Medical Director; and

WHEREAS, Dr. Steven Stroman is retiring and therefore unable to continue his services as Medical Director; and

WHEREAS, the City wishes to engage Robert Zemple, MD, contracted by ABMC, to serve as its Medical Director to perform such duties as required under Wis. Stats. §256.12 and Wis. Admin. Code §110.49 DHS; and

NOW THEREFORE, in return for their the mutual covenants and obligations, together with other consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Engagement of Director.** The City hereby engages ABMC to provide the services of Robert Zemple, M.D., ("Director"), contracted by ABMC, to serve as its Director for the City's provision of emergency medical services to its residents and inhabitants, and to perform all acts and duties required of said position in conformity with Wis. Stats. §256.12 and Wis. Admin. Code §110.49 DHS.

2. **Term and Termination.** This Agreement shall commence on _____, 2020 and continue for one (1) year ("Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one-year periods (each, a "Renewal Term") unless any party gives written notice of the decision not to renew at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. After the Initial Term, any party may terminate this

Agreement at any time, for any reason by giving not less than sixty (60) days prior written notice to the other parties.

Upon successful execution, this Agreement shall hereby replace the agreement dated August 14, 2018, engaging Dr. Steven Stroman as the City's Emergency Medical Services Medical Director.

3. **Duties.** ABMC shall ensure Director participates in the development, coordination, direction, supervision, and establishment of standards and procedures for the operation of the emergency medical service. In addition to the statutory and regulatory duties identified above, ABMC shall ensure Director performs, the following duties:

- a. Coordinate the development and continued oversight of standard operation procedures and protocols as well as complying with Wis. Admin. Code §110.49 DHS "EMT-paramedic operational plan" (hereafter "Approved Operational Plan" or the "System"), ensuring these policies are reviewed and revised as necessary.
- b. Monitor all aspects of quality control with the System, including but not limited to, individual EMT/paramedic knowledge, skills, and performance; periodic audits of target areas (i.e. chest pain, psych emergencies, and trauma); and audits of all deaths, cardiac arrests, intubations, and helicopter transports originating in Brown County;
- c. Provide City Service with timely quality assurance initiatives, including critique and commentary of emergency services provided for the purpose of maintaining a medically acceptable level of emergency service care.
- d. Perform or direct oversight of the base station physicians responsible for day to day directions and supervision of EMT and paramedic ambulance services functioning under the Approved Operational Plan;
- e. Provide physician ride-along monitoring and assessment services for paramedic crews on a periodic basis;
- f. Provide educational support for emergency services personnel with such frequency as determined by state requirements and needs of the System, including on-going training, competencies with new equipment and techniques.
- g. When available and present, Director will provide on-scene physician support at the following types of EMS incident scenes: (1) Critical In-Transit scenes (Airport/Highway/Industrial) (2) Mass casualty incident (3) Fire scenes (Operational) (4) Large scale events as needed, including planning meetings and event day operations.
- h. When available and present, Director will provide physician support during Emergency Medical Service ("EMS") on scene interactions, including: (1) Directing work of EMS staff, (2) Direct physician treatment of patient(s), (3) Transportation of patients to medical facilities, (4) Fireground firefighter rehabilitation, including on-

scene evaluation of vital signs and on-scene treatment, and (5) Participating in incident command structure, including providing fire ground support by assisting command with medical related issues.

- i. Director's transportation to and from scenes as described in Sections 3(g) and 3(h) may occur by City emergency vehicle, either as driver or passenger, or by personal vehicle of Director.
- j. Comply with all state and local EMS protocols.
- k. Abide by all orders, regulations, restrictions and protocols of Director or the Director's designees.

4. Pharmaceutical Medications, Durable Medical Supplies and Training Courses.

ABMC agrees to replenish City Service's inventory of pharmaceutical medications and durable medical supplies at ABMC's cost. ABMC shall invoice City Service on a monthly basis for such supplies and City shall reimburse ABMC within thirty (30) days after receipt of invoice. ABMC also agrees to provide City Service Personnel with American Heart Association ACLS, PALS, and BLS training courses on-site or at Aurora BayCare Medical Center Sports Complex.

5. Financial Arrangements. In recognition of ABMC's public service mission, and ABMC's commitment to providing a benefit to the community, it is agreed that the services rendered by ABMC, Director or any physician, shall be free of charge.

6. Independent Contractors. The parties are independent contractors. No party is authorized or permitted to act as an agent or employee of any other. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, partnership, or joint venture relationship or to allow any party to exercise control or direction over the manner or method by which any party provides services to patients. All services shall be performed in accordance with all applicable medical standards and the terms and conditions of this Agreement.

7. Insurance. The City and ABMC shall maintain their own separate policies of comprehensive general liability and professional liability insurance in amounts sufficient to cover the activities covered under this Agreement, and neither shall be required to consider or list the other as an "additional insured" on such policies. ABMC shall maintain insurance in such amounts as are required under Ch. 655, Wisconsin Statutes and participate in Wisconsin's Injured Patients and Families Compensation Fund.

8. Allocation of Risks

a. To the fullest extent permitted by law, ABMC 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 attorneys and other professionals, and all court or other dispute resolution costs) caused solely by the negligent acts or omissions of ABMC or Director, or the officers, directors, partners, or employees of either in the performance and furnishing of services under this Agreement.

b. To the fullest extent permitted by law, the City shall indemnify and hold harmless ABMC and its officers, directors, partners, employees, and consultants from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of attorneys and other professional, and all court or other dispute resolution costs) caused solely by the negligent acts or omissions of City and City's officers, directors, partners, employees, and City's consultants with respect to this Agreement. Nothing contained herein is intended to waive or estop the City or its insurer to rely upon the limitations, defense, immunities contained within Wisconsin Statutes §893.80. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin Law.

c. To the fullest extent permitted by law, the total liability to any party or anyone claiming by, through or under any party, for any cost, loss or damages caused in part by the negligence of any party, shall not exceed the percentage share which that party's negligence is of the overall negligence which was the cause of the harm.

9. **Notices.** Notices or communications required or permitted to be given under this Agreement shall be given to the respective parties by hand delivery or registered/certified mail at the following addresses for each:

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

If to ABMC, to:
Aurora BayCare Medical Center
8945 Greenbrier Road
Green Bay, WI 54311
Attn: President

With a copy to:
Aurora Health Care, Inc.
750 W. Virginia St.
Milwaukee, WI 53204
Attn: Chief Legal Officer

Either party may change the address for notice by a notice given in conformance with this section.

10. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties. No change to the terms of this Agreement will be effective or enforceable unless such change shall be in writing and signed by the parties hereto.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12. **DISCLOSURE CONCERNING AUTOMATIC RENEWAL PROVISION.** AS STATED IN SECTION 2 OF THIS AGREEMENT, THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS UNLESS

EITHER PARTY DECLINES THE RENEWAL.

- a. Each additional renewal is for a one (1) year period.
- b. There are no increases in charges during any Renewal Term unless the parties sign a written agreement to provide for an increase.
- c. To decline a renewal, a party must send written notice to the other party hereto in the manner and at the address specified in Section 9, at least sixty (60) days prior to the end of the then current term. As such, the written notice must be given before March 1st of the then current term, to decline a renewal for the next twelve (12) months.
- d. Please initial this Section below.

City Initials

ABMC Initials

Accepted and agreed to this ____ day of _____, 2020.

CITY OF DE PERE**BAYCARE AURORA, LLC**

Signature: _____

Signature: _____

Name and Title: James G. Boyd, Mayor

Name and Title: _____

Date: _____

Date: _____

Signature: _____

Acknowledged:

Name and Title: Carey E. Danen, City Clerk

Date: _____

Robert Zemple, M.D.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: Board of Public Works

FROM: Marty Kosobucki

SUBJECT: Resolution #20-64 Authorizing Agreement for Consulting Services Between City of De Pere and Kimley-Horn and Associates, Inc. (Downtown Wayfinding Master Plan and Pedestrian Node Conceptual Plan Development).

The Board of Public Works at the June 8, 2020 meeting approved an Agreement for Consulting Services between the City of De Pere and Kimley-Horn for Downtown Wayfinding Master Plan and Pedestrian Node Design in the amount of \$38,600 plus expenses outside the scope of services and moved to send it to the Common Council for approval.

The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso20-64 (DOCX)
- Exhibit 1-Consultant Agreement-Kimley-Horn(Wayfinding Master Plan-Pedestrian Nodes)6-11-20 (PDF)
- Exhibit A - Wayfinding.Nodes.RFP (PDF)
- Exhibit B-Kimley-Horn (PDF)
- 2020 0608 CE_BOPW Memo_Wayfinding (PDF)

RESOLUTION #20-64

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND KIMLEY-HORN AND ASSOCIATES, INC.
(Downtown Wayfinding Master Plan and Pedestrian Node Conceptual Plan Development)

WHEREAS, the City is in need of services for the development of a wayfinding master plan for its downtown and conceptual plan development for pedestrian nodes along the Fox River Trail; and

WHEREAS, Kimley-Horn and Associates, Inc. has available and offers to provide qualified personnel necessary to accomplish such services within the required timeframe; and

WHEREAS, the Board of Public Works has reviewed such matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement for Consulting Services Between the City of De Pere and Kimley-Horn and Associates, Inc., attached hereto and incorporated by reference as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents 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 16th day of June, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 6/08/2020

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND KIMLEY-HORN AND ASSOCIATES, INC.
(Downtown Wayfinding Master Plan and Pedestrian Node Conceptual Plan Development)**

THIS AGREEMENT made and entered into this ____ day of _____, 2020, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Kimley-Horn and Associates, Inc., a foreign corporation authorized to do business in Wisconsin ("Consultant").

WITNESSETH

WHEREAS, the City is in need of contracting with a planning and engineering consulting firm to develop a wayfinding master plan for its downtown and conceptual plan development for pedestrian nodes along the Fox River Trail.

WHEREAS, Consultant has available and offers to provide qualified personnel and professional assistance necessary to accomplish the work required 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 January 21, 2020 (Exhibit A) and Consultant's Proposal thereto (Exhibit B), both of which are attached hereto and incorporated 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 up-to-date GIS data, applicable and requested plans, a listing of team members accessible for interviewing, as well as other applicable information or items concerning the project as are available or indicated within Exhibit A. City staff will also provide input on the goals and objectives as the project progresses.

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.

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

VI. 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.

VII. 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.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B to be paid in a lump sum at the conclusion of each project component phase. 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.

IX. 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.

X. NON-DISCRIMINATION/COMPLIANCE WITH STATE AND FEDERAL LAWS

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.

XI. 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 \$2,000,000.
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.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

B. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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 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 by Consultant through no fault of Consultant. 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 XVIII.

XVIII. 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.

XIX. 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.

XX. NOTICES

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

If to City:

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

If to Consultant:

Kimley-Horn and Associates, Inc.
Attn: Daniel Grove, PLA, AICP, LEED, AP
1001 Warrenville Road
Suite 350
Lisle, IL 60532

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

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF DE PERE, WISCONSIN

By: _____
Daniel Grove, PLA, AICP, LEED, AP
Project Manager

By: _____
James G. Boyd, Mayor

By: _____
Name: _____

By: _____
Carey E. Danen, City Clerk

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REQUEST FOR PROPOSALS

City of De Pere, Wisconsin

Downtown Wayfinding Master Plan and Pedestrian Node Design

Issued: January 21, 2020

Proposals Due: February 7, 2020 by 3:00PM

Request for Proposals

Downtown Wayfinding Master Plan and Pedestrian Node Design

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 - A. Project Summary
 - B. City Contact Information
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- V. CITY RESPONSIBILITIES
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- VIII. PROPOSAL SUBMITTALS
 - A. Executive Summary/Introductory Letter
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- XI. APPENDIX
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 - A-2 Sample Consulting Agreement

I. INTRODUCTION

A. Project Summary

The City of De Pere is looking for experienced consultants to provide a Wayfinding Master Plan for downtown De Pere and to develop conceptual plans for pedestrian nodes along the Fox River Trail. The City is looking for a consultant that has a proven track record with similar projects and can provide the leadership to navigate the planning process in an efficient and effective manner.

Your proposal must be submitted to our office no later than February 7, 2020 at 3:00 pm to be considered. Proposals may be submitted by paper or e-mail.

B. City Contact Information

Questions related to this Request for Proposal shall be directed to:

Marty Kosobucki
Department of Parks, Recreation and Forestry
925 S. Sixth Street
De Pere, WI 54115
Phone: 920-339-8358
E-Mail: mkosobucki@mail.de-pere.org

C. Directions for Submittal of Proposal

Consultants shall submit one (1) copy of their proposal either through e-mail or hard copy.

Materials must be received at the office of the Director of Parks, Recreation and Forestry by 3:00 pm, on February 7, 2020 at the following address:

Marty J. Kosobucki
De Pere Park, Recreation and Forestry Department
925 S. Sixth Street
De Pere, WI 54115
E-Mail: mkosobucki@mail.de-pere.org

Packages containing the proposal shall be clearly marked on the outside by indicating:
Downtown Wayfinding Master Plan and Pedestrian Node Design.

D. Pre-Proposal Meeting

There are no planned Pre-Proposal meetings scheduled for this RFP. Any questions shall be directed to Marty Kosobucki, see contact information above.

II. PROJECT DESCRIPTION

Community Overview - The approximately 25,000 people, who call De Pere, Wisconsin home, know that the community provides a high quality of life in the Greater Green Bay metropolitan area. The excellent schools, dynamic downtown, successful business parks and safe neighborhoods served by ample parks and natural areas, have resulted in considerable loyalty and community pride among residents.

The residences, businesses and commercial areas are connected with a transportation and green space network that accommodates cars, bikes and pedestrians. The beautiful Fox River is the focal point of the City Center and the Claude Allouez Bridge unites the two sides of our dynamic downtown. Whether you are on the east or west side, historic buildings thoughtfully blend with new redevelopment to provide a mix of housing, employment, shopping, dining and entertainment.

Project Background - This project is separated into two components which are explained in detail below.

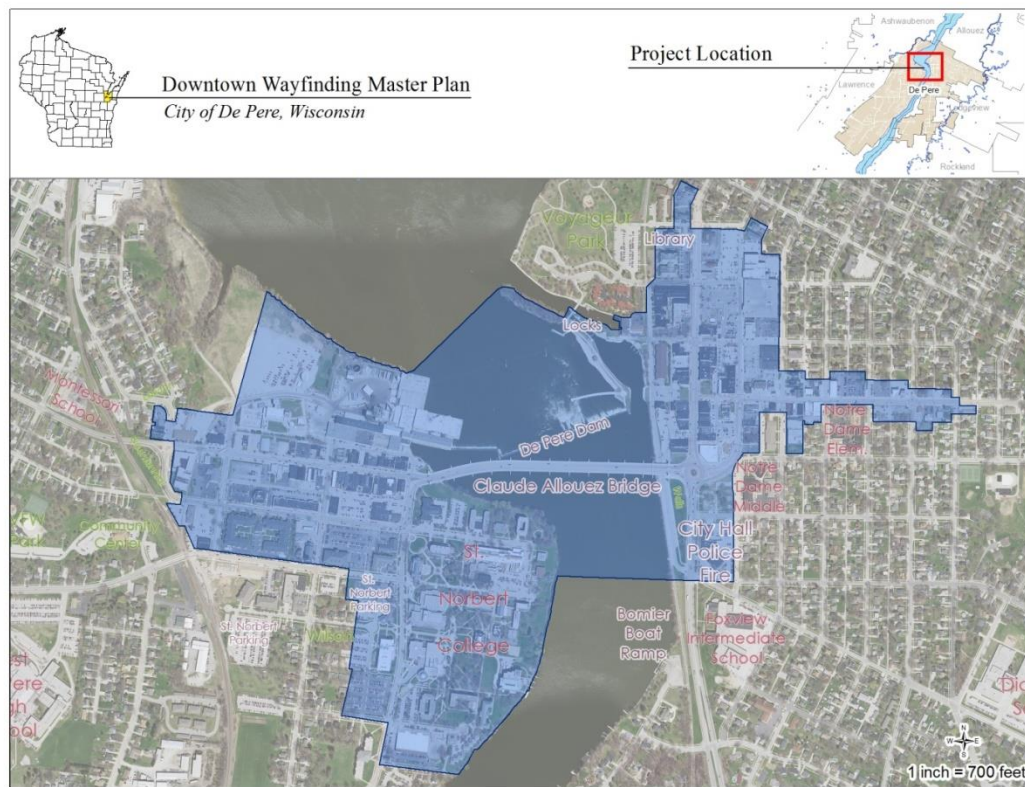
- A. Wayfinding Master Plan - To better serve residents and visitors, the City of De Pere ("City") is inviting proposals from qualified consultants for a downtown wayfinding master plan. This project will determine the design and optimized location of signage throughout downtown De Pere. The project will deliver signage design to support vehicular traffic, bicycle and pedestrian navigation and downtown wayfinding, allowing guests to readily find community amenities and services with minimal difficulty.

The existing wayfinding signage found in De Pere is fairly generic and typical of a Northeast Wisconsin City. While prolific signage would detract from the City's character, it has been determined that our existing signage is insufficient and unappealing. An attractive, creative approach to wayfinding is desired, with an interest in maintaining the character that makes downtown De Pere so desirable.

The City has recently completed an in-depth branding initiative, which will greatly aid the consultant with signage design. The consultant can utilize our new logo, color palate, and typography to assist in delivering great design options. Additionally, the consultant can utilize the City's GIS data to help determine existing signage locations for review.



Current wayfinding signage for City of De Pere



Project zone for Wayfinding Master Plan

- B. Pedestrian Node Plan - In conjunction with the Wayfinding Master Plan, the City wants to obtain conceptual designs at three different locations along the Fox River Trail. The nodes are identified in the City's Cultural District Plan approved in 2018.

The Cultural District Plan focuses on energizing the east side downtown district along Broadway Avenue. The foundation of the plan starts with the proposed Mulva Cultural Center to be located at Lewis Street and Broadway Avenue. Just west of Broadway Avenue is the highly used Fox River Trail, which supports approximately 100,000 users per year. The high use and notoriety of the trail system presents a valuable opportunity to attract and welcome trail users into our downtown district. The ultimate goal of the pedestrian nodes are to create an inviting location along the Fox River Trail which is consistent with the overall Wayfinding Master Plan, and encourages trail users to visit our downtown area.

City staff has identified three locations along the Fox River Trail for consideration. All three locations are located north of the Claude Allouez Bridge and are adjacent to the Fox River Trail and explained below.



Identified locations for potential Pedestrian Nodes.

A detailed description of each site is as follows.

1. Area 1 – Fox River Trail Rest Stop (Brown County partnership location)

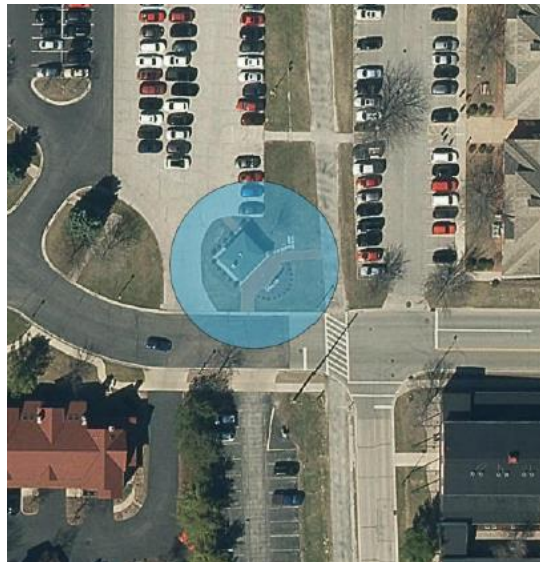


Location - Western end of Cass Street

Site Description:

- Brown County has a rest stop for the Fox River Trail at this location.
- Area immediately to the east is Right of Way.
- No sidewalks along Cass Street.
- Brown County has indicated they are interested in participating in how to develop the site.

2. Area 2 – Polo Resto (Historical Society partnership location)



Location - Corner of William Street and Front Street

Site Description:

- The Historic Preservation Committee (HPC) currently manages a building called Polo Resto. In preliminary discussions with the HPC, they have indicated they are interested in participating in conceptual planning to enhance the location.
- There is a sidewalk located on the south side of William Street that connects with Broadway Street.
- There is no sidewalk on the north side of William Street.

3. Area 3 – James Street Parkway (City owned)



Location: Corner of James Street and Front Street

Site Description:

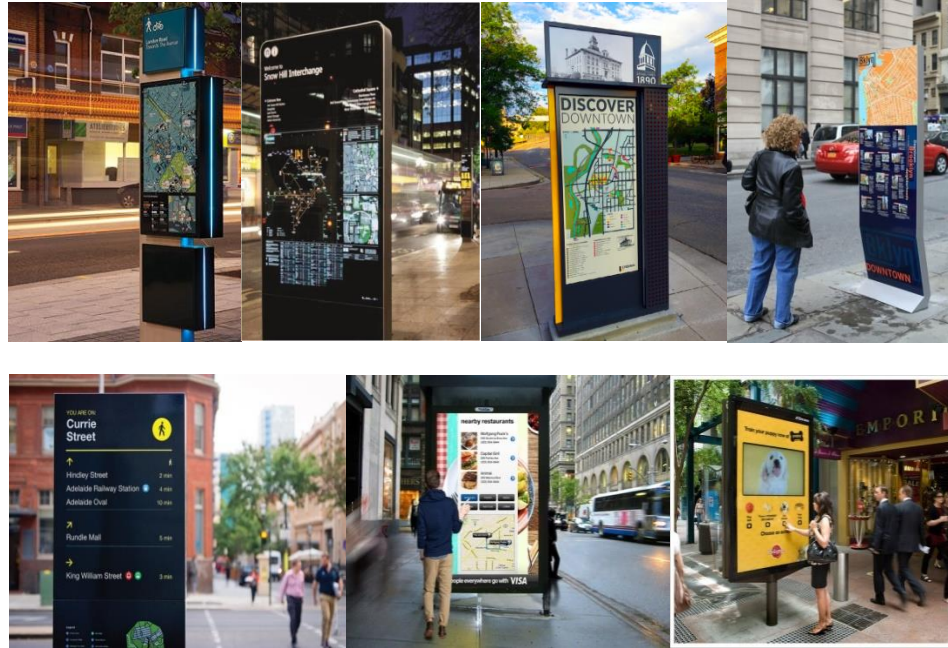
- The City of De Pere owns and manages a small park called James Street Parkway on the southwest corner of the intersection. This area would be available for consideration.
- There are currently sidewalks on both sides of James Street, with the sidewalk on the south side being an oversized walkway.

Pedestrian Node Design Vision – The City does not have a clear vision of what a pedestrian node should look like at each location. While we do know the Nodes should be consistent with the Wayfinding Master Plan, the ultimate goal is to create spaces along the Fox River Trail where people feel welcomed into the City and can find information about our downtown atmosphere and opportunities. Node design shall include wayfinding and signage that identifies De Pere and provides opportunity for advertising and/or sponsorship. In addition, Node design shall include landscaping, hardscape pedestrian/bicycle amenities and/or public art.

Other design considerations: Two of the proposed locations provide collaborative opportunities with De Pere partners. The designs for each node are not required to be

identical, however should have unifying elements with our Wayfinding Master Plan and each other.

The photographs below are ideas and/or thoughts that have been considered in preliminary discussions about the project. The photos should not be considered a requirement of what the City is looking for, but more a general vision.



III. SCOPE OF SERVICES

A. Wayfinding Master Plan

1. Introduction and Analysis

- a. Conference call with City lead staff.
- b. Consultant review of project objectives.
- c. Consultant review of City resources.
- d. Consultant review and confirm scope and schedule.
- e. Consultant site visit(s) to determine best approach to wayfinding solutions.
 - i. Become familiar with De Pere's vehicular and pedestrian circulation routes, decision points and destination generators.
- f. Conduct Inventory to confirm existing wayfinding signage locations.
- g. Conduct analysis to determine optimal locations for proposed signage.

2. Conceptual Design and Design Refinement

- a. Conference call with City staff to review findings of "Introduction and Analysis" tasks.
- b. Clarify with staff any requirements to begin design.

- c. Develop three (3) conceptual designs, each depicting consultants vision for:
 - i. Vehicular traffic signage.
 - ii. Bicycle/Pedestrian navigation.
 - iii. Downtown wayfinding signage.
 - d. Of the three conceptual designs, a minimum of 1 option shall focus on time traveled versus distance.
 - e. Conceptual designs should include elements that are constructible and impactful while being cost effective and implementable.
 - f. Consultant on-site meeting with City staff to present the signage design options.
3. Design Refinement
- a. Follow up with City team to determine preferred elements of final design, based on part or all of the three conceptual designs.
 - b. Develop final signage and wayfinding design.
4. Design Location Plan
- a. Develop mapping and presentation materials depicting optimal signage locations for each type of signage (vehicular, bike/pedestrian, downtown wayfinding).
5. Design Development Documents
- a. The consultant will prepare Wayfinding Master Plan document to detail: signage design drawings, optimal location recommendations, implementation cost estimates, summary of research and findings which lead to final recommendations, and all necessary accompanying information.
 - b. Consultant will present the plan to the Board of Public Works (BOPW) for consideration at one regularly scheduled meeting (generally the second Monday of the month at 7:30pm).
 - c. Consultant will present the plan to the City Council for consideration at one regularly scheduled meeting (generally the first and third Tuesday of the month at 7:30pm).

B. Pedestrian Nodes

- 1. Introduction and Analysis
 - a. Conference call with City lead staff.
 - b. Obtain project history.
 - c. Review objectives.
 - d. Review and solidify timeline.
 - e. Analysis of locations (site visit, aerial photographs, etc.)
 - f. Analysis of City Plans (Cultural District Plan, etc.)
- 2. Meeting with City team
 - a. Create collection of ideas/concepts from City team.
 - b. Identify priorities and goals for each location.

3. Generate three conceptual designs for review from City team.
 - a. Shall obtain comments and feedback from City team on each location.
 - b. Compile list of comments and goals for each location.
4. Generate final draft design for review from City team.
 - a. Create 2D and 3D color renderings of proposed final design.
 - b. Make minor changes as requested by City team.
5. Generate and submit final design.
 - a. Submit final design in 2D and 3D color renderings.

IV. MEETINGS

The Consultant shall plan for meeting attendance at, but not limited to, the following meetings:

- A. Conference call with City staff to discuss introduction to Wayfinding and Pedestrian Node projects.
- B. Conference call with City staff to review findings of Wayfinding Introduction and Analysis, and generate goals for Pedestrian Node Design.
- C. Meeting with City staff to present signage options for Wayfinding Master Plan and options for Pedestrian Nodes.
- D. Presentation to Board of Public Works on Wayfinding Master Plan.
- E. Presentation to City Council on Wayfinding Master Plan.

V. CITY RESPONSIBILITIES

The City will be responsible for the following:

- A. Provide consultant with up to date GIS data.
- B. Provide consultant with a copy of all applicable and requested plans (Cultural District Plan, City Comprehensive Plan, etc.)
- C. Generate a list of team members that will be accessible to the consultant for interviewing.
- D. Provide input on goals and objectives for each project.

VI. SCHEDULING

A consultant will be recommended for approval to the Common Council by the Board of Public Works. Once the approvals are attained City staff will work promptly to provide the Consultant Agreement to the consultant and City officials for execution. Work shall commence no later than two weeks after the execution of the agreement.

VII. 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 \$2,000,000.
 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.
 4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.
- B. 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.

VIII. PROPOSAL SUBMITTALS

Your proposal should include the following information in the order listed. You may submit your proposal via e-mail to mkosobucki@mail.de-pere.org or deliver, either in-person, by courier, or by mail to: Legion Restroom Building, 925 S. Sixth Street, De Pere WI 54115

- A. Executive Summary
- B. Consultant Background and Information
Include location of office, years of relevant experience, size of organization, other consultants you may be cooperating with, list of staff and relevant experience, etc.
- C. Project Understanding
Develop a summary of your understanding of the project, what needs to be done, and how you plan to accomplish those tasks.
- D. Similar Projects
List a minimum of 3 projects of similar scope and service.
- E. References
List a minimum of 3 references related to similar work.
- F. Project Schedule/Timeline
Show a detailed timeline of your plan to bring this project to successful completion.
- G. Fee Schedule
List a lump sum fee for each component of the project. Please use Fee Schedule worksheet provided in Appendix.

IX. DELIVERY

The deliverables for this project shall include the following:

- A. One Wayfinding Master Plan. The final plan shall be submitted to the City by digital file in PDF Format along with three (3) hard copies.
- B. One conceptual design for each identified Pedestrian Node location. Each conceptual design shall include a full color 2D and 3D rendering for each site. The designs shall be submitted to the City by digital file in PDF format along with three (3) hard copies.

X. ADDITIONAL INFORMATION/ATTACHMENTS

- A. Sample Consultant Agreement – A sample consultant agreement the City uses can be found in the appendix of this RFP.
- B. Interviews - Finalists may be requested to participate in an interview for this RFP. The City reserves the right to select a consultant based on proposals alone.
- C. Evaluation Criteria – The City shall evaluate proposals based on but not limited to the following criteria; ability of consultant to follow directions of the RFP, experience and proven success in similar projects, fee, demonstrated ability to have the resources and experience to produce the projects in a timely and successful manner, method and approach of completing project, proposed timeline and schedule.
- D. Additional Resources
 - 1. City of De Pere Website: <https://www.de-pere.org/>
 - 2. Comprehensive Plan, Downtown Master Plan, Cultural District Plan, and Historic Neighborhood Preservation Plan: <https://www.de-pere.org/egov/apps/document/center.egov?view=item&id=730>
 - 3. De Pere Chamber of Commerce: <http://deperechamber.org/>
 - 4. Definitely De Pere: <https://definitelydepere.org/>

PREPARED FOR
DE PERE



DOWNTOWN WAYFINDING



MASTER PLAN AND
PEDESTRIAN NODE DESIGN

FEBRUARY 2020

PREPARED BY

Kimley»Horn



FEBRUARY 7, 2020

A. EXECUTIVE SUMMARY

MARTY J. KOSOBUCKI

De Pere Park, Recreation and Forestry Department
925 S. Sixth Street
De Pere, WI 54115

KIMLEY-HORN

1001 Warrenville Rd
Suite #350
Lisle, IL 60532



RE: DOWNTOWN WAYFINDING MASTER PLAN AND PEDESTRIAN NODE DESIGN

Dear Mr. Marty Kosobucki and Members of the Selection Committee:

The City of De Pere is seeking a consultant team to develop a Wayfinding Master Plan for downtown De Pere as well as prepare conceptual plans for pedestrian nodes along the Fox River Trail. Kimley-Horn understands that this project will continue De Pere's trajectory of enhancing the character and furthering the success of the downtown. The City needs a consultant team that is familiar with the City and its new brand, can create compelling and functional signage, and is well-versed in placemaking to successfully weave these projects into the fabric of the downtown. The Kimley-Horn team is the right partnership for the City and brings you the following benefits:



IN-DEPTH KNOWLEDGE OF THE CITY'S BRANDING. Our team of Kimley-Horn and sparc design, inc. (sparc) led the City's strategic vision and branding initiative (completed in 2018), developing the City's new logo, color palette, and typography. As the brand creators, no other consultant knows the City's branding as well as we do. Our team is best positioned to help the City with one of its first – and most important – major implementation of your brand.



BEST STEWARDS OF THE CITY'S BRANDING. Through our work on the branding initiative, you know that our team is well-versed in creating compelling designs that clearly communicate the city's character. Our signage will build off the new brand, increasing brand awareness and the City's identity and furthering the community's vision for De Pere.



CREATIVE PLACEMAKING. With over 21 years of experience as a landscape architect and planner, our project manager, Daniel Grove, has completed numerous projects, including signage, streetscape, parks, and plazas, that have taught him how to tap into the authentic character of a place and strengthen it. The City can trust that our team will find creative means to incorporate the pedestrian nodes' operational needs and enhance their experiential character.

We have truly enjoyed our previous time working with the City and are excited about the prospect of assisting the City of De Pere on this project. With Kimley-Horn, you can expect more and will experience better. Please do not hesitate to contact me at 630.487.3415 or daniel.grove@kimley-horn.com with any questions.

Sincerely,
Kimley-Horn and Associates, Inc.

Daniel Grove, PLA, AICP, LEED AP
Project Manager

Kimley»Horn

Attachment: Exhibit B-Kimley-Horn (9669 : Reso #20-64 Authorizing Agreement of Consulting Services for DT Wayfinding MP and Ped Node



B. CONSULTANT BACKGROUND AND INFORMATION

KIMLEY-HORN AND ASSOCIATES, INC.
1001 Warrenville Road
Suite 350
Lisle, IL 60532

Kimley»Horn

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Kimley-Horn is a planning and engineering consulting firm composed of 4,100+ civil engineers, landscape architects, roadway designers, environmental engineers, planners, and other talented design professionals. With 95 offices across the country, we have successfully completed numerous public enhancement projects for federal, state, regional, and local government clients. Since 1967, Kimley-Horn has delivered outcomes you can depend on—projects that can be successfully developed, permitted, and built on time and within budget.

Combining national experience with a local sensibility, Kimley-Horn's landscape architecture/land planning professionals provide comprehensive solutions to the planning and design of public and urban projects—with an emphasis on the people who will be most affected by the project. We bring a high level of thoughtfulness, design, and commitment to meet and exceed the goals of our clients. We approach each project with your vision in mind, resulting in an implementable project that can be delivered on time and within budget.

Our two Chicagoland offices are staffed with professionals who have worked extensively throughout the Midwest. To underscore our commitment to our clients' success, Kimley-Horn's staff functions as one unified office, giving our project teams the ability to draw upon specialists and resources across the firm—including 150 personnel specializing in landscape architecture.

MASTER PLAN AND PEDESTRIAN NODE DESIGN



SPARC DESIGN, INC.
824 Humbolt Avenue
Winnetka, IL 60093

sparc

sparc is a collaborative of branding and graphic design professionals with deep and varied experience. We bring our clients the expertise in each of the disciplines necessary to create, implement, and extend a community brand that is engaging, memorable, and applicable across all the varied uses required for a municipality and — perhaps most important — engenders pride among residents, business owners, investors, and visitors.

KEY STAFF AND RELEVANT EXPERIENCE

The Kimley-Horn project team is detailed on the following pages. Our team is made up of designers and landscape architects with the experience and availability to successfully complete the Downtown Wayfinding Master Plan and Pedestrian Node Design for the City of De Pere.

Kimley-Horn does not simply throw resources on a project depending on who is available. We are very deliberate in which projects we pursue, where our expertise is, and assigning the right people to the right tasks. Resumes for our key staff can be found on the following pages.



**DANIEL GROVE,
PLA, AICP, LEED AP**

**PROJECT MANAGER
AND WAYFINDING
PLAN LEAD**

Daniel has **21 years** of landscape architecture and planning experience and has worked on a variety of projects centered on placemaking, identity and wayfinding, streetscape, parks, plazas, and downtown master plans. His experience with such a diverse range of projects has helped inform and enrich his approach, taking the knowledge gained from previous undertakings and applying them to new contexts. Additionally, Daniel's organizational skills help him balance design goals with stakeholder expectations, quality control, and funding. Daniel strives to create projects for public entities that are memorable, enhance economic development, create a sense of pride, and improve the quality of life for residents. Daniel is excited to bring the depth of his experience to bear on the De Pere Downtown Wayfinding Master Plan and Pedestrian Node Design.

Daniel was part of the sparc/Kimley-Horn team assisting the City of DePere in developing the strategic vision and brand. Daniel developed the community workshops and led the strategic vision portion of the project.

Daniel has participated in the following signage projects:

- Village of Bourbonnais, IL
- Great Lakes Center for the Arts, Bay Harbor, MI
- Village of Mundelein, IL
- City of Manitowoc, WI
- Town of Springdale, UT
- Gwinnett County, GA

Prior to joining Kimley-Horn, Daniel provided signage design for the following projects:

- Village of Niles, IL
- City of Ferndale, MI
- City of Des Plaines, IL
- Village of Oak Park, IL
- Illinois Medical District, Chicago, IL
- City of Berwyn, IL
- Village of Grayslake, IL
- Village of Downers Grove, IL
- Village of Wood Dale, IL
- Village of Winnetka, IL

- Northalsted Business Association, Chicago, IL
- West Suburban Hospital, Oak Park, IL
- Village of Homewood, IL

Additionally, Daniel has completed a range of streetscape, plaza, and parks and open space projects that are relevant to the Pedestrian Node Design:

- Uptown District Streetscape Master Plan, Kenosha, WI
- Veteran's Triangle Master Plan, Mundelein, IL
- Lake Park Master Plan, Mundelein, IL
- Courtland Park Master Plan, Mundelein, IL
- Marion Street Streetscape, Oak Park, IL*
- Pleasant District Streetscape, Oak Park, IL*
- Roosevelt Road Streetscape, Berwyn, Cicero, and Oak Park, IL*
- Downtown Streetscape Master Plan, Des Plaines, IL*
- Metropolitan Square Plaza, Des Plaines, IL*

*Completed prior to joining Kimley-Horn

MASTER PLAN AND PEDESTRIAN NODE DESIGN



**RICHARD CASSIS,
AIGA, SEGD (SPARC)**

**BRAND CONSULTANT
& GRAPHIC DESIGNER**

Richard founded sparc in 1991 and has transformed his 30-year career in parallel with the changing business of graphic design. He not only works on print and digital collateral as natural touch points of the brands sparc creates, but he has also led the team on multi-disciplinary work including: wayfinding and interpretive signage programs, civic branding with community engagement and strategic visioning and planning, and environmental graphic systems and installations.

Richard provided branding design for the following projects:

- **City of De Pere, WI** — Strategic Visioning, Branding, Implementation Planning, City Flag, and Communications Collateral
- **City of St. Cloud, MN** — Placemaking Master Plan, City Branding, City Flag, Placemaking Brand Touch Points, and Communications Collateral
- **City of Batavia, IL** — Brand and Identity Development
- **Village of Mount Prospect, IL** — Brand and Identity Development, Marketing Collateral Concepts
- **Village of Justice, IL** — Brand and Identity Concepts
- **City of Elgin, IL** — Community Engagement, Research, and Brand Assessment
- **Calumet Crescent, IL & IN** — Community Engagement, Research, and Brand Assessment
- **Northalsted Business Alliance, Chicago, IL** — Community Engagement, Research, Brand Development and Implementation Plan.

Additionally, Richard provided signage design for the following projects:

- **City of De Pere, WI** — Brand Launch Banners and Displays
- **City of St. Cloud, MN** — City 1.5 Million Gallon Water Tower and Gateway, Digital and Printed Street Banners, Hydro-Electric Plant Interpretive and Kinetic Kiosk, Brand Wrapped City Utility Boxes
- **City of Manitowoc, WI** — Downtown Wayfinding Signage
- **Great Lakes Center for the Arts, Bay Harbor, MI** — Donor Wall, Naming Opportunities, Wayfinding, Directional and Interpretive Signage
- **MedQuarter Medical District, Cedar Rapids, IA** — District-wide Wayfinding and Interpretive Signage Concepts
- **City of Farmington, MN** — City 1.5 Million Gallon Water Tower and Gateway
- **Village of Mount Prospect, IL** — Downtown Signage Concepts
- **Village of Justice, IL** — Downtown Signage Concepts
- **Calumet Crescent, IL & IN** — Wayfinding, Interpretive and On-Demand/Smart Signage Concepts





**KEITH E. DEMCHINSKI,
PLA, LEED AP**

**PEDESTRIAN NODE
DESIGN LEAD**

Keith has **20 years** of experience in several facets of the development process that include community planning, parks planning, comprehensive master planning, design guidelines and streetscape plans, feasibility analysis, and urban design. Keith's landscape architectural and land planning experience has led to the project management and successful implementation of several parks, downtown streetscapes, commercial, and high-density residential projects throughout the Midwest region.



AMANDA FOLTA

**LANDSCAPE
ANALYST**

Within Amanda's **5 years** of experience, she has worked on a wide range of landscape architecture projects, including higher education, K-12 education, municipal, residential, sports, waterfront marinas/parks/development, community planning, parks planning, and historic preservation. Amanda has provided production support on a range of tasks, from project inception and concept development through to implementation, and has worked on signage projects for Mundelein and Bourbonnais, IL.

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Keith has completed a range of streetscape, plaza, and parks and open space projects that are relevant to the Pedestrian Node Design:

- Memorial Park Master Plan, Wheaton, IL
- Geneva Commons Median Park, Geneva, IL
- Village of Orland Park, Jefferson Avenue Streetscape, Orland Park, IL
- Village of Orland Park, LaGrange Road, Orland Park, IL
- Ackerman Park Improvements, Glen Ellyn, IL
- Walnut Glen Park, Glen Ellyn, IL
- Fox Valley Plaza and Open Space, Aurora, IL
- Hawthorne Plaza and Open Space, Vernon Hills, IL
- Jefferson Avenue, Orland Park, IL*
- Dunbar Park, Chicago, IL*
- Kevin Hertz Memorial Park, Orland Park, IL*

*Completed prior to joining Kimley-Horn

Amanda was part of the sparc/Kimley-Horn team, assisting the City of De Pere in developing the strategic vision and brand.

In her time with Kimley-Horn, Amanda has participated in the following signage projects:

- Village of Bourbonnais, IL
- Village of Mundelein, IL

Additionally, Amanda has completed a range of streetscape, plaza, and parks and open space projects that are relevant to the Pedestrian Node Design:

- Comprehensive Plan Update, Mundelein, IL
- Jefferson Avenue Streetscape, Orland Park, IL
- LaGrange Road, Orland Park, IL
- Memorial Park Master Plan, Wheaton, IL



C. PROJECT UNDERSTANDING

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As a city, De Pere continues to grow and evolve. Because De Pere has seen positive momentum around development in recent years, the City is proactively guiding the future of De Pere through a series of planning and design efforts. One of these efforts included Kimley-Horn assisting the City with the development of a new strategic vision, one that helps guide the City's priorities and plans for future development. In concurrence with the development of the strategic vision, sparc design, inc. helped the City in creating a new city-wide brand. This established materials, including a new logo, that encapsulate how De Pere wants to present itself to others. The City also devised a Cultural Master Plan to guide the development and enhancement of cultural features and institutions in downtown De Pere, including the planned Mulva Cultural Center.



DOWNTOWN WAYFINDING

As the downtown continues to develop and mature, the City of De Pere wants to help appropriately welcome and guide visitors to all of the amenities and features present in downtown, especially those for pedestrians and bicyclists. To accomplish this, the City is seeking consultants to help prepare a Downtown Wayfinding Master Plan.

To the Kimley-Horn team, the success of this project centers around the idea of welcoming and orienting visitors to the city's ***Downtown De Pere Adventure***. This adventure may start in one of several ways:

- Visitors may arrive in the east or west side of the downtown;
- They may arrive by car or by bicycle;
- They may arrive on the Fox River Trail;
- They may already know what/where their end destination is; or
- They may not know where to begin.

Regardless of how they arrive, the goal is to orient visitors to a node, a jumping off point for their adventure. These nodes should be centrally-located, pedestrian-friendly spaces with access to public parking. Some examples include locations such as the art alley connecting the public parking lot to Main Street on the west side of the river and the space on the west side of Broadway at the intersection with George Street. These are locations that can be enhanced with pedestrian amenities, welcome visitors to De Pere, and orient them to key destinations.

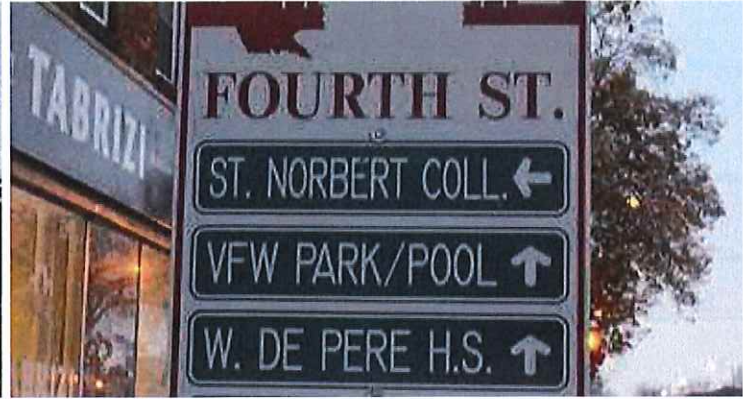
This approach ties the two pieces of the request for proposals together: the Wayfinding Master Plan and the pedestrian nodes on the Fox River Trail. Our team will gracefully weave these two elements together so that they are cohesive in design and function and support common goals.



Kimley-Horn and sparc assisted the City of Manitowoc with the design of directional signs in the downtown.

We will use a process we have developed and refined through work with numerous other communities in the Midwest. This process will assist the City by analyzing the downtown transportation network and travel patterns to unlock the hidden logic of the downtown and identify the best locations for a family of signs, including nodes and directional signs. We will build a Wayfinding Master Plan that positions these signs to guide both residents and visitors to key locations. And finally, we will develop and refine concepts for the family of directional signs and welcoming nodes that can be competitively bid and implemented by the City of De Pere. The end product, the Wayfinding Master Plan, will include a set of Design Intent Drawings that provide appropriate detail for the City to seek competitive bids for signage fabrication in the future.

MASTER PLAN AND PEDESTRIAN NODE DESIGN



The Kimley-Horn team will use the following process to successfully prepare the Wayfinding Master Plan and Pedestrian Node Plans for the City of De Pere:

1. Preliminary Analysis

- a. Conduct an initial conference call with staff to:
 - i. Introduce the team members
 - ii. Review and confirm the project goals and objectives
 - iii. Coordinate collection of materials
 - iv. Discuss initial challenges and opportunities
 - v. Discuss role of MUTCD and WisDOT in the development of signs
 - vi. Establish what future role(s) Public Works will want to have in the fabrication, installation, and maintenance of the signs
 - vii. Discuss trail nodes partnerships and sponsorships
 - viii. Confirm the timeline and key milestones
- b. Review and synthesize relevant reports and information.
- c. Conduct preliminary wayfinding analysis from available data, including:
 - i. Key destinations and activity generators in the downtown
 - ii. Collector and arterial roadways, including average daily traffic, locations of one-way roads, and type of signalization or traffic controls
- iii. Trails, bike routes, gaps in the sidewalk network, and any potential barriers to pedestrian or bicycle traffic
- iv. Potential or likely locations for wayfinding signage and pedestrian nodes
- v. Character generating elements
- vi. Viewsheds around trail pedestrian nodes
- d. Prepare draft materials for review and discussion with staff.
 - i. Preliminary Wayfinding Plan
 - Evaluation of travel paths to key locations
 - Decision flowcharts for motorists, bicyclists, and pedestrians
 - ii. Recommended wayfinding family, defining the type and parameters of the necessary signs
 - iii. Visual preference images of wayfinding signs
 - iv. Visual preference images of pedestrian nodes



DOWNTOWN WAYFINDING



2. Immersion Visit

- a. Conduct walking tour(s) with staff or key project partners of both the east and west downtown areas (Day 1).
 - i. View and discuss existing conditions
 - ii. Discuss common travel routes and operations
 - iii. Review potential signage locations
 - iv. Evaluate the pedestrian experience
 - v. Review the trail pedestrian nodes
- b. Conduct additional site visits and analysis to document current conditions (Day 1).
- c. Conduct a working meeting (Day 2) with City staff to:
 - i. Review conclusions generated from field work and walking tours
 - ii. Confirm the components of the wayfinding family
 - iii. Review the visual preference images for both wayfinding signs and pedestrian nodes
 - iv. Begin conceptualizing character and design elements desired for both the wayfinding signs and pedestrian nodes

3. Preliminary Design

- a. Prepare a refined Wayfinding Plan, including:
 - i. Routes for pedestrian, bicycle, and automotive traffic
 - ii. Key destinations and activity generators
 - iii. Locations of public parking
 - iv. Decision points
- b. Develop three design concepts for the wayfinding family, including:
 - i. A hierarchy of signs
 - ii. General sizes and shapes
 - iii. Types of materials and finishes
 - iv. Colors
 - v. Font styles, sizes, and weights
 - vi. Typical placement and mounting
- c. Develop three design concepts for the pedestrian nodes, including:
 - i. Role and type of signage such as interpretive and directional elements
 - ii. Hardscape and landscape treatment
 - iii. Lighting
 - iv. Public art
 - v. Site furnishings (benches, trash receptacles, bike racks, etc.)

MASTER PLAN AND PEDESTRIAN NODE DESIGN

- d. Prepare supporting 2D and 3D graphics for wayfinding signs and pedestrian nodes to communicate the design concepts.
- e. Prepare an estimate of probable construction costs (EOPCC) for the signs and nodes concepts.

4. Review Visit

- a. Conduct an in-person meeting with City staff to review the wayfinding plan, wayfinding design concepts, pedestrian nodes concepts, and supporting graphics.
- b. Discuss potential costs and phasing.

5. Design Refinement

- a. Based on the input collected from staff, create designs for a preferred wayfinding sign family and a preferred pedestrian node design.
- b. Provide preferred designs to staff as PDF exhibits.
- c. Conduct a conference call with staff to review the concepts and collect final input.

6. Final Design

- a. Prepare a Wayfinding Master Plan for Downtown De Pere.

i. Master Plan to include:

- A wayfinding plan establishing a network of signs, their locations, and relationships to each other
 - Design Intent Drawings for each sign type, identifying:
 - Dimensions
 - Materials
 - Colors
 - Font styles, sizes, and weights
 - Guidance on connections and fabrication approach
 - Lighting and electrical recommendations
 - A schedule of sign information per sign location
 - Location maps identifying placement of each sign
- b. Prepare and submit final 2d and 3d plans and renderings for the preferred pedestrian node design.
 - c. Present the Wayfinding Master Plan to the Board of Public Works. Make one round of revisions to the document following the meeting if necessary.
 - d. Present the Wayfinding Master Plan to City Council. Make one round of revisions to the document following the meeting if necessary.



AREA MAP



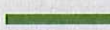
**Downtown
node**



**Pedestrian
trail node**



**Access
route**



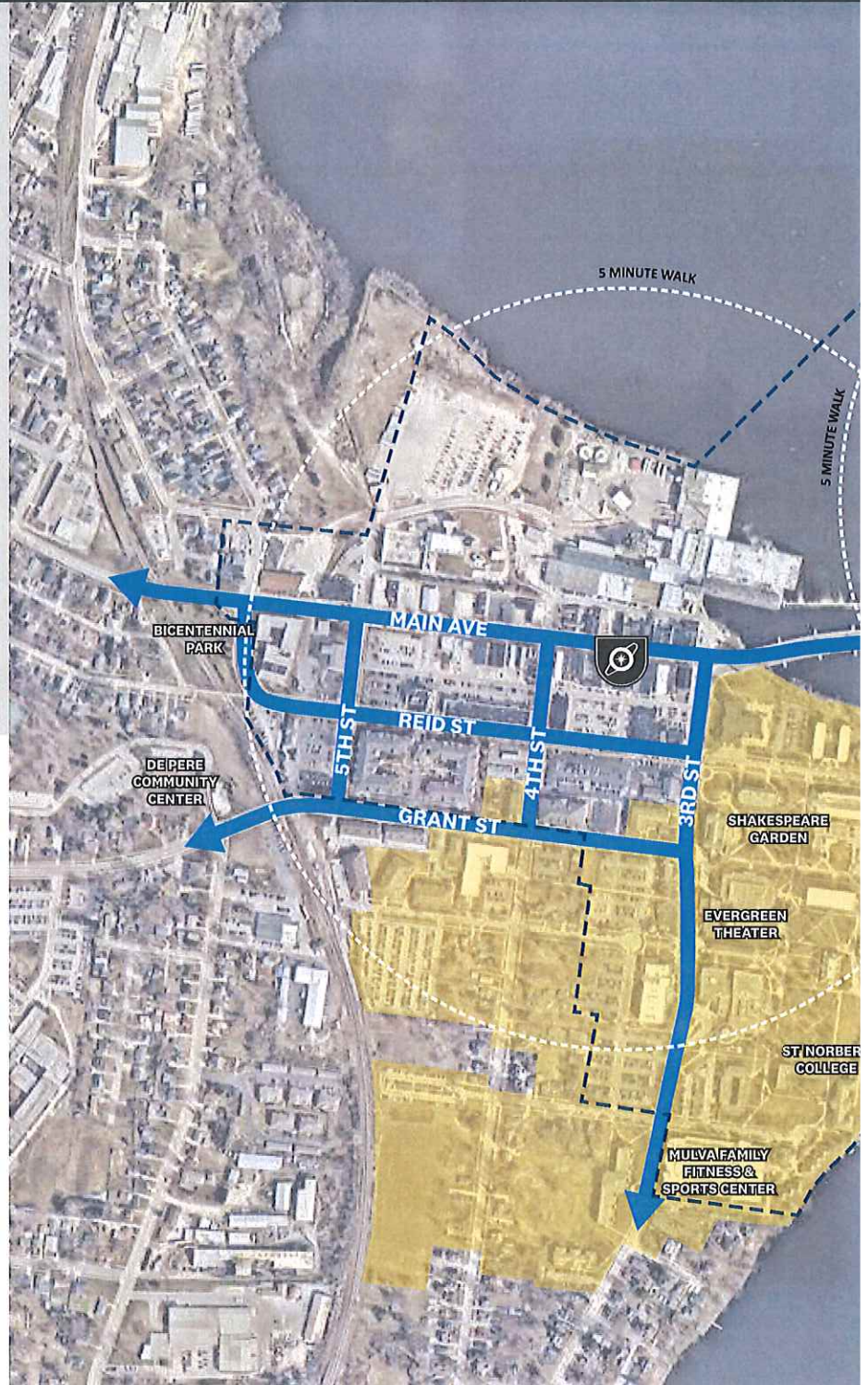
Bike Trail



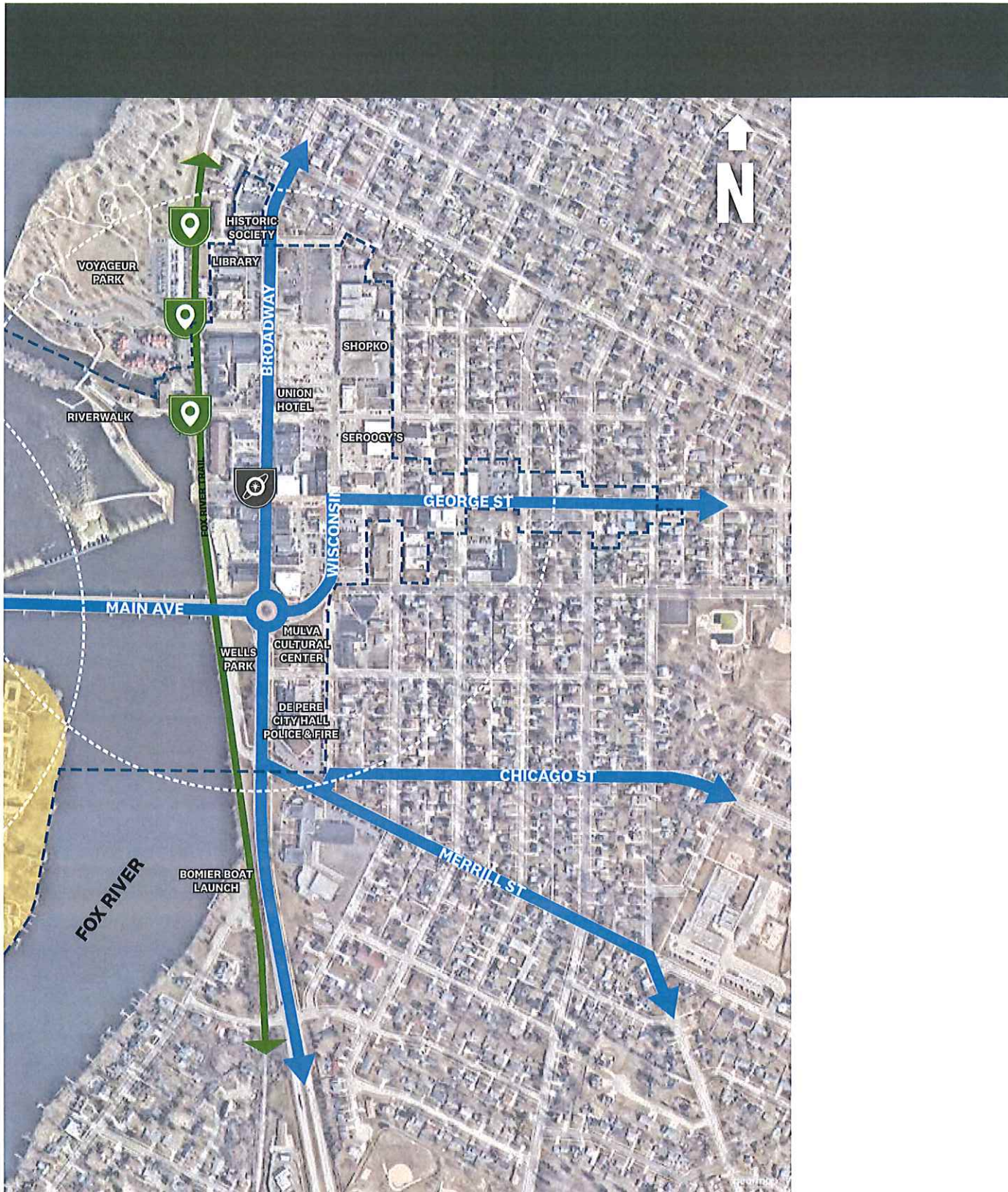
**Downtown
limits**



**.25 mile
radius**



MASTER PLAN AND PEDESTRIAN NODE DESIGN



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DOWNTOWN WAYFINDING

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LPPL55001.20

Kimley»Horn

MASTER PLAN AND PEDESTRIAN NODE DESIGN

D. SIMILAR PROJECTS

Our team's projects of similar size and scope are detailed on the following pages.



STRATEGIC VISIONING/BRANDING INITIATIVE

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DE PERE, WI

Beginning in the Fall of 2017, the City of De Pere, Wisconsin engaged the sparc and Kimley-Horn team to conduct a planning process around the Strategic Vision Plan. The goal of their process was to guide future decision making via a defined vision and mission for the City. This resulting vision and mission reflect the character of the community, the values of the residents and workers of De Pere, and the aspirational goal for their collective future. The Vision Statement sets this goal, toward which the community desires to move, while the Mission Statement defines how the City will achieve that Vision. A series of milestones and strategies support the Vision and Mission Statements, providing more detail and guidance to enable its realization. Complementary to the Strategic Vision, the team created the new City brand, including the brand standards program, and assisted the City in the implementation of those standards.



WAYFINDING SIGNAGE PROGRAM

BOURBONNAIS, IL

The Kimley-Horn team completed an overall wayfinding signage program for the Village of Bourbonnais. This program includes several scales of gateway signs and monuments and varying levels for directional signs. The overall character builds on the new Bourbonnais brand as well as the French-Canadian history of the community. The sign family is designed with two variations, one that responds to the historic downtown and Olivet Nazarene University and the other to the more corporate character of their business park and medical campus. The Master Plan identified three-phases of implementation. The first phase was completed in 2019, and Kimley-Horn is currently helping the Village in collecting and evaluating competitive bids for the second phase.



MASTER PLAN AND PEDESTRIAN NODE DESIGN

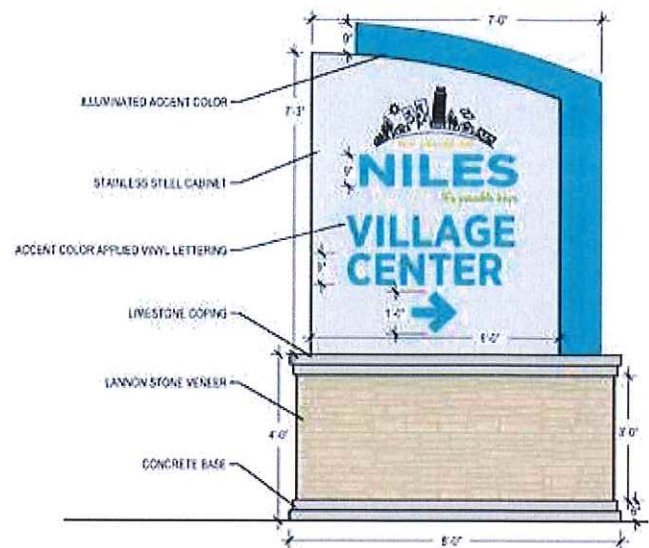
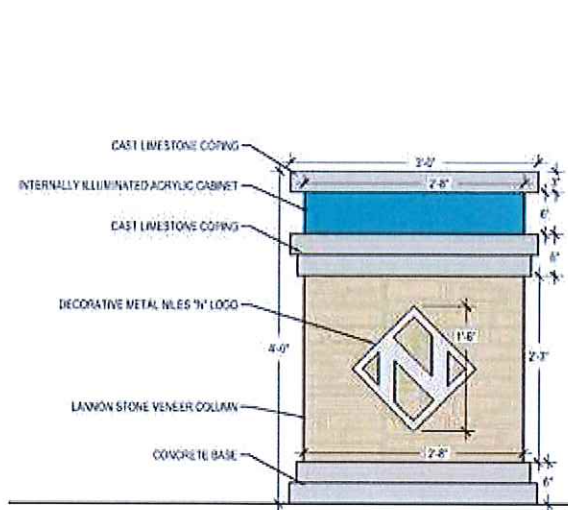


COMMUNITY GATEWAY MONUMENTS

MUNDELEIN, IL

Kimley-Horn developed designs and plans for a series of eight Village monuments and a police station sign for the Village of Mundelein. These designs built off the recently completed Village brand and worked to position the Village apart from the neighboring communities. Mundelein wanted to highlight its progressive and business-friendly character, and so more contemporary shapes and materials were selected. The first two phases of installation have been completed and the community has responded favorably to the new signs.





WAYFINDING AND SIGNAGE MASTER PLAN

NILES, IL

Daniel led the design team in preparing a Wayfinding and Signage Master Plan for the entire Village. The process built upon the recently developed Village brand as a way of increasing brand awareness and overall Village identity. Several major roadways traverse the Village, including Milwaukee Avenue, Golf Road, and Dempster Street, making it critically important to welcome motorists into the Village and begin to further establish the Village's character through these entry gateways and directional signs. A range of sign concepts were prepared. The final preferred design moved forward to detailed drawings to be used to bid multiple phases of implementation. In 2019, Daniel and the Kimley-Horn team assisted the Village with detailed signage and streetscape plans for the Howard Street corridor.

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MASTER PLAN AND PEDESTRIAN NODE DESIGN



WAYFINDING AND SIGNAGE MASTER PLAN *

FERNDALE, MI

Prior to joining Kimley-Horn, Daniel led the design team in developing a comprehensive wayfinding and identity signage family for the City and implementing a first phase of signs within the downtown. The process focused significantly on the cultural heritage of the downtown and included "Ferndale Fun Facts" and other interpretive signage related to key locations. Daniel worked with the team to research the history of the city and review historic photos. The preferred design theme was inspired in form and character by the marquee of the Radio City Theater that had been located downtown. Signs were designed for specific audiences, including motorists, bicyclists, and pedestrians. Pedestrian kiosks included a "Five Minute Walking Map" to highlight the ease of access for destinations in the downtown.

*Completed prior to joining Kimley-Horn

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GREAT LAKES CENTER FOR THE ARTS SIGNAGE

BAY HARBOR, MI

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From the featured donor wall to hard-working backstage signage, sparc and Kimley-Horn equipped the brand new state-of-the-art Great Lakes Center for the Arts building and grounds, which opened July 2018 in Bay Harbor, Michigan, with a **comprehensive signage system** — taking cues from the Center's architectural elements, the local charm of Northern Michigan and its people, the region's natural characteristics, plus the existing identity's geometric representation of the five Great Lakes.

A design theme of undulating waves, triangles, and circles, along with materials echoing tumbled beach glass and aged copper, were used for the signage system, including the exterior approach and parking lot sign system to the named interior spaces.



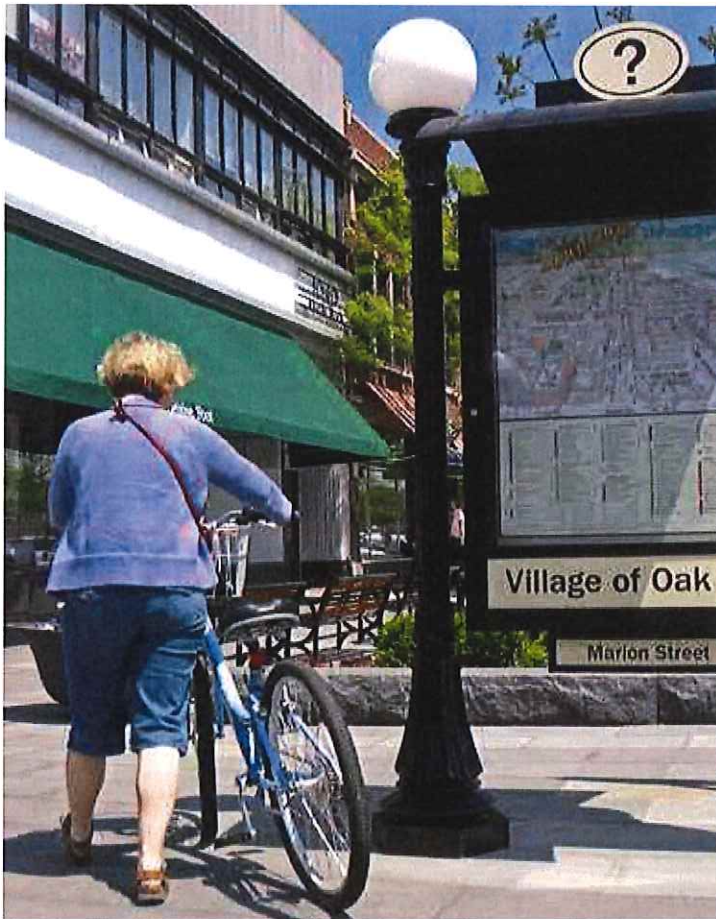
MASTER PLAN AND PEDESTRIAN NODE DESIGN

MARION STREET STREETScape*

OAK PARK, IL

Daniel led the design team in developing plans to revitalize the deteriorated pedestrian mall in the center of Historic Downtown Oak Park by opening it up as a pedestrian friendly street with significant amenities. The streetscape design included flexible outdoor gathering spaces, natural stone and brick street/sidewalk paving, custom site furnishings, a central water feature, new plantings, and custom lighting. The project has been integral to creating an active and vibrant commercial district and has spurred reductions in vacancies, investments in private properties, and other economic development activities within the area. The project received awards from the American Society of Landscape Architects Illinois Chapter, American Planning Association Illinois Chapter, Congress of New Urbanism Illinois Chapter, and the Brick Industry Association.

*Completed prior to joining Kimley-Horn





E. REFERENCES



CITY OF DE PERE

Kim Flom

Assistant City Manager, Formerly Development
Services Director in De Pere
222 N. Tennessee St., McKinney, TX 75069
PHONE: 972.547.7500



VILLAGE OF BOURBONNAIS

Laurie Cyr

Assistant Village Administrator
600 Main St. NW, Bourbonnais, IL 60914
PHONE: 815.937.3570



VILLAGE OF MUNDELEIN

Amanda Orenchuk, AICP

Director Community Development
300 Plaza Circle, Mundelein, IL 60060
PHONE: 847.949.3252



FERNDALE

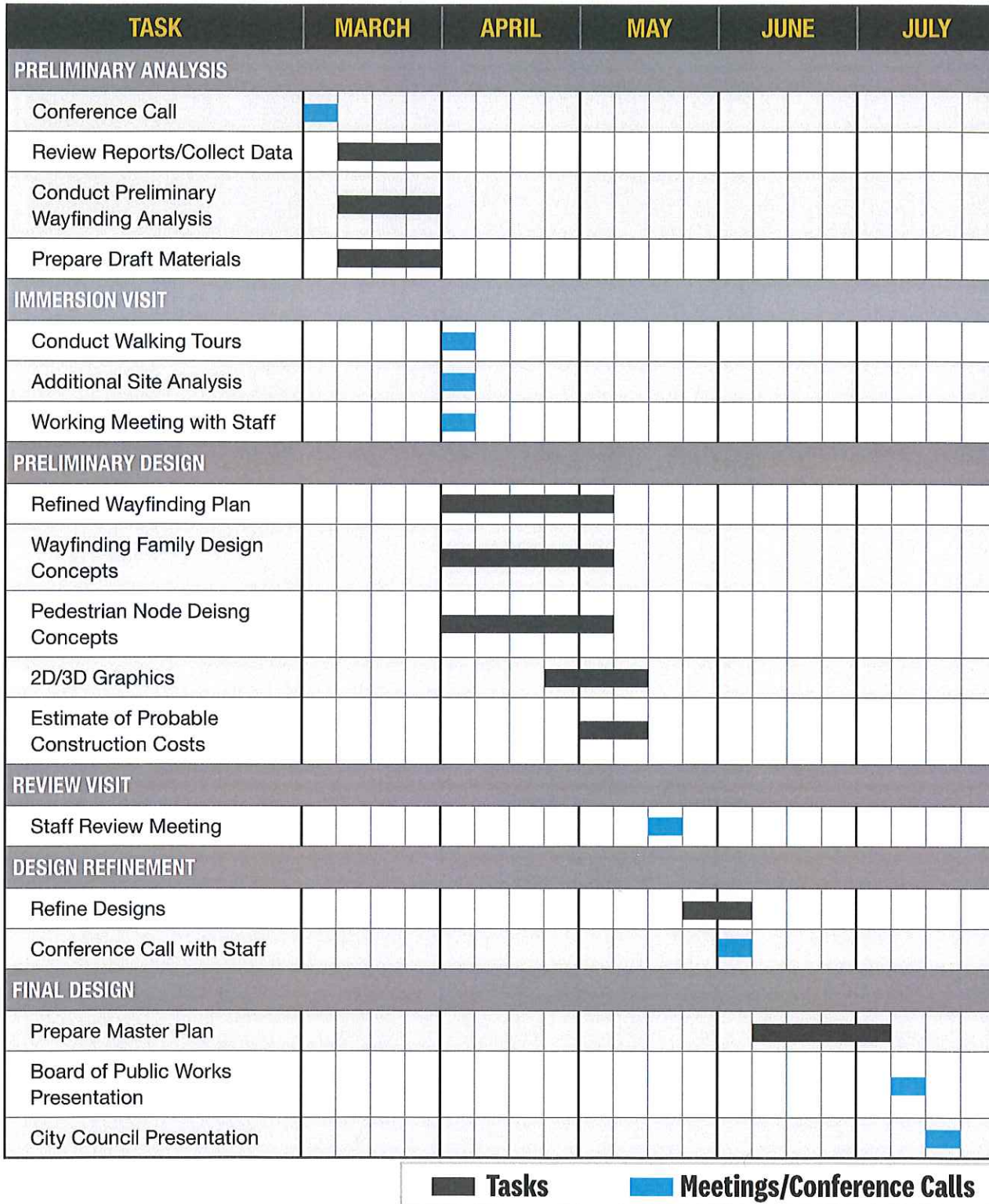
CITY OF FERNDAL

Cristina Sheppard-Decius

Executive Director of the DDDA, Formerly Executive
Director of Ferndale DDA
16901 Michigan Avenue, Dearborn, MI 48126
PHONE: 313.943.3088

MASTER PLAN AND PEDESTRIAN NODE DESIGN

F. PROJECT SCHEDULE/TIMELINE





G. FEE SCHEDULE

A-1

(Fee Schedule)

Proposed Fee Schedule

Company Name: Kimley-Horn & Associates, Inc.Company Address: 1001 Warrenville Road, Suite 350, Lisle, IL 60532

Company Address: _____

Company Representative: Daniel GroveSignature: 

Item	Fee
Wayfinding Master Plan and Pedestrian Node Design	
Wayfinding Master Plan	\$ 26,200
Pedestrian Node Design	\$ 12,400
Total Fee	\$ 38,600

Please list any items not listed in the scope of services, and the fees/costs associated with those items.

Item	Cost
Travel Expenses	\$800
Misc Expenses	\$200

Kimley»»Horn

Expect More. Experience Better.

CITY OF DE PERE MEMO



To: Board of Public Works
From: Marty Kosobucki, Director of Parks, Recreation and Forestry
Date: June 8, 2020

RE: **Consideration and possible action on Consultant Agreement for Downtown Wayfinding Master Plan and Pedestrian Node Design***

Staff is requesting the Board of Public Works approve an agreement with Kimley-Horn for the purpose of developing a Wayfinding Master Plan and design of Pedestrian Nodes along the Fox River Trail. I have included a copy of the Request for Proposal in your packet as well as Kimley-Horn's proposal.

We were pleased to receive fifteen different proposals. An internal team reviewed the plans and reduced them down to four. These four finalists were then interviewed by the City Administrator, Director of Development Services, and the Director of Parks, Recreation and Forestry.

Kimley-Horn was unanimously selected from the internal team. Their proposal is for \$38,600 plus expenses outside the scope of services which includes travel.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #20-65 Approving Compliance Maintenance Annual Report for Wastewater Collection System.

The Board of Public Works at the June 8, 2020 meeting approved the Compliance Maintenance Annual Report for the Wastewater Collection System for the Wisconsin Department of Natural Resources and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso20-65 (DOCX)
- 2020 0608 CI_BOPW_Consider_CMAR (PDF)
- 2020 0605 CMAR (PDF)

RESOLUTION #20-65

APPROVING COMPLIANCE MAINTENANCE ANNUAL REPORT
FOR WASTEWATER COLLECTION SYSTEM

WHEREAS, Chapter NR 208, Wis. Adm. Code, requires that the City of De Pere, as the owner of a wastewater collection system, 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 2019 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 16th day of June, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 6/08/2020

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 8, 2020

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

1.20.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2020 **2019**

Financial Management

1. Provider of Financial Information

Name:

Joe Zegers

Telephone:

(920) 339-4041

(XXX) XXX-XXXX

E-Mail Address
(optional):

jzegers@deperewi.gov

2. Treatment Works Operating Revenues

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

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

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

2019

● 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)

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:

2019

● 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

Attachment: 2020 0605 CMAR (9671 : Reso #20-65 Approving Compliance Maintenance Annual Report for Wastewater Collection System)

Compliance Maintenance Annual Report

1.20.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2020 2019

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 CWWP 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 Lining	266000	2020
2	Sewer and Manhole Repair	200000	2020
3	Sewer Televising and Repair	625000	2020
4	Sewer Relay for Street Reconstruction	188000	2020
5	Sewer Televising/Repairs	500000	2021
6	Sewer Lining/Relay	800000	2021
7	Sewer Televising/Repairs	500000	2022
8	Sewer Lining/Relay	800000	2022
9	Sewer Televising/Repairs	500000	2023
10	Sewer Lining/Relay	800000	2023

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

Attachment: 2020 0605 CMAR (9671 : Reso #20-65 Approving Compliance Maintenance Annual Report for Wastewater Collection System)

Compliance Maintenance Annual Report

1.20.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2020 **2019**

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	0	
February	0	
March	0	
April	0	
May	0	
June	0	
July	0	
August	65	
September	112	
October	88	
November	96	
December	95	
Total	456	0
Average	91	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:

Attachment: 2020 0605 CMAR (9671 : Reso #20-65 Approving Compliance Maintenance Annual Report for Wastewater Collection System)

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2020 **2019**

6.4 Future Energy Related Equipment	
6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?	
No activities are planned as the lift station was just constructed in 2019.	

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

Compliance Maintenance Annual Report

1.20.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2020 2019

Sanitary Sewer Collection Systems

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

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

☒ Yes

☐ No

If No, explain:

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

☒ Yes

☐ No (30 points)

☐ N/A

If No or N/A, explain:

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

☒ Goals [NR 210.23 (4)(a)]

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

Continue to rehabilitate sewers in areas of street improvements, including sanitary laterals in the right of way. Identify sewers in easements, alleys, and street resurfacing for lining.

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

Attachment: 2020 0605 CMAR (9671 : Reso #20-65 Approving Compliance Maintenance Annual Report for Wastewater Collection System)

Compliance Maintenance Annual Report

1.20.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2020 2019

- ☒ 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	20	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	20	% of system/year
Manhole inspections	20	% of system/year
Lift station O&M	0	# per L.S./year
Manhole rehabilitation	2	% of manholes rehabbed
Mainline rehabilitation	2	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year

Compliance Maintenance Annual Report

1.20.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2020 2019

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.

48.6	Total actual amount of precipitation last year in inches
28.9	Annual average precipitation (for your location)
106.7	Miles of sanitary sewer
1	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
1	Number of basement backup occurrences
24	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)
0.01	Basement backups (number/sewer mile)
0.22	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 (MG)
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

Attachment: 2020 0605 CMAR (9671 : Reso #20-65 Approving Compliance Maintenance Annual Report for Wastewater Collection System)

Compliance Maintenance Annual Report

1.20.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2020 **2019**

- No

If Yes, please describe:

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

No changes

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

The City continues to rehabilitate the system through relay and lining of the sewer main and sewer laterals in the right of way. We are in the process of completing and I&I evaluation.

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

Compliance Maintenance Annual Report

1.20.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2020 2019

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
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)

Attachment: 2020 0605 CMAR (9671 : Reso #20-65 Approving Compliance Maintenance Annual Report for Wastewater Collection System)

Compliance Maintenance Annual Report

1.20.c

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2020 2019

Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of De Pere

Date of Resolution or
Action Taken:

2020-06-16

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 = A

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

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

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

G.P.A. = 4.00

Attachment: 2020 0605 CMAR (9671 : Reso #20-65 Approving Compliance Maintenance Annual Report for Wastewater Collection System)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #20-66 Authorizing State/Municipal Project Agreement with Wisconsin Department of Transportation for Lawrence Drive Reconstruction.

The Board of Public Works at the June 8, 2020 meeting approved the State/Municipal Agreement with the Wisconsin Department of Transportation for STP-Urban Grant Project-Lawrence Drive and moved to send it to the Common Council for approval.
The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso20-66 (DOCX)
- 2020 0608 CI_BOPW-SMA-Lawrence(PDF)
- 4985 00 61_62 C DePere Lawrence Drive ORG 06-20 (PDF)

RESOLUTION #20-66

AUTHORIZING STATE/MUNICIPAL PROJECT AGREEMENT WITH WISCONSIN
DEPARTMENT OF TRANSPORTATION FOR LAWRENCE DRIVE RECONSTRUCTION

WHEREAS, the City has obtained grant aid from the Wisconsin Department of Transportation (WisDOT) Urbanized Area Surface Transportation Urban Program (STP-Urban), for reimbursement of 80% of eligible project costs up to the awarded funding limit of \$2,904,840 for reconstruction of Lawrence Drive from Fortune Avenue to Scheuring Road; and

WHEREAS, in order to secure grant funding, a State/Municipal Project Agreement is required; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends that the City enter into the attached State/Municipal Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to enter into the attached State/Municipal Agreement for a State-Let Urbanized Area STP-Urban Project, 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 16th day of June, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 6/08/2020

Attachment: Reso20-66 (9672 : Reso #20-66 authorizing SMA with WisDOT for STPU-Lawrence Drive)

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 8, 2020

RE: **Consideration and possible action on approval for the State/Municipal Agreement with WisDOT for STP-Urban Grant Project-Lawrence Drive***

The City has obtained a grant for the reconstruction of Lawrence Drive from 500' south of Fortune Avenue to 600' south of Scheuring Road through the STP-Urban Grant program. Under this program, the City receives grant funding for up to 80% of eligible project costs.

Lawrence Drive is a four lane concrete roadway with an overall total pavement width of 43 feet. The proposed project is to reconstruct Lawrence Drive with two different typical sections.

- 500' south of Fortune Avenue to 1000' north of Fortune Avenue: Reconstruction with a 46 foot wide two lane urban cross section with a two way left turn lane (TWLTL), bike lanes, curb and gutter, and spot storm sewer replacement. This section includes the construction of bump-outs at the pedestrian crossing and the installation of rapid rectangular flashing beacons.
- 1000' north of Fortune Avenue to 600' south of Scheuring Road: Reconstruction with a 54 foot wide four lane urban section with bike lanes.

PHASE	SUMMARY OF COSTS				
	Total Estimated Cost	Federal Funds	%	Municipal Funds	%
ID 4985-00-61					
Design	\$559,900	\$447,920	80%*	\$111,980	20% + BAL
State Review	\$22,200	\$17,760	80%*	\$4,440	20% + BAL
ID 4985-00-62					
Participating Construction	\$2,545,000	\$2,036,000	80%*	\$509,000	20% + BAL
Non-Participating Construction	\$0	\$0	0%*	\$0	100%
State Review	\$503,950	\$403,160	80%*	\$100,790	20% + BAL
Total Est. Cost Distribution	\$3,631,050	\$2,904,840	N/A	\$726,210	N/A

*Design ID#4985-00-61 federal funding is limited to \$465,680

*Construction ID#4985-00-62 federal funding is limited to \$2,439,160

Design work is scheduled to begin in 2023 with construction in 2025.

The City will obtain consulting services to design and manage the project. In order to proceed with grant funding, the City needs to enter into a State/Municipal Agreement (SMA) for a State –Let Urbanized Area STP-Urban Project. A copy of the SMA is attached.

Staff recommends the BOPW approve the SMA and forward to the Council for approval. Funding for the project will be included in the 2023 through 2025 budgets.



STATE/MUNICIPAL AGREEMENT FOR A STATE- LET URBANIZED AREA STP-URBAN PROJECT

**Program Name: URBANIZED AREA
STP-URBAN**

Population Group: over 200,000

Sub-program #: 206

Cycle: 2020-2025

Date: JUNE 2, 2020

I.D.: 4985-00-61/62

Road Name: LAWRENCE DRIVE

Limits: FORTUNE AVENUE – SCHEURING
ROAD

County: BROWN

Roadway Length: 0.53 MILES

Functional Classification: MINOR ARTERIAL

Project Sponsor: CITY OF DE PERE

The signatory, City of De Pere, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **The existing roadway is a 4-lane concrete roadway with an overall total pavement width of 43'. The roadway has an urban cross section with widen shoulders and curb and gutter. The last improvement was in 1986. The roadway has a pavement rating of 5. There are no existing sidewalks or bicycle accommodations.**

Proposed Improvement - Nature of work: **The proposed project is to reconstruct Lawrence Drive with a 46 - 54-foot wide 2-lane urban cross section with a TWLTL, bike lanes, curb and gutter, sidewalks and storm sewer replacements from approximately 1000 feet north of Fortune Avenue to the southern project limits. A pedestrian refuge island at an existing trail crossing approximately 1000 feet north of Fortune Avenue. Rapid rectangular flashing beacons will be installed at the crossing. Lawrence Drive will be reconstructed as a 4-lane urban cross section with bike lanes, curb and gutter and sidewalk from 1000 feet north of Fortune Avenue to the north project limits. Street lighting will be replaced. Pavement markings and signing. Real estate acquisition is anticipated to be primarily temporary limited easements.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **None identified.**

The Municipality agrees to the following 2020-2025 Urbanized Area project funding conditions:

Project design and construction costs are funded with up to 80% federal funding up to a funding limit of \$2,904,840. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$2,904,840

federal/state funding limit. **Real estate is 100% locally funded by the Municipality.** Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2025. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2020-2025 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal or State funding exceed the estimate of \$2,904,840 in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 4985-00-61					
Design	\$559,900	\$447,920	80% *	\$111,980	20% + BAL
State Review	\$22,200	\$17,760	80% *	\$4,440	20% + BAL
ID 4985-00-62					
Participating Construction	\$2,545,000	\$2,036,000	80% *	\$509,000	20% + BAL
Non-Participating Construction	\$0	\$0	0% *	\$0	100%
State Review	\$503,950	\$403,160	80% *	\$100,790	20% + BAL
Total Est. Cost Distribution	\$3,631,050	\$2,904,840	N/A	\$726,210	N/A

*Design ID# 4985-00-61 federal funding is limited to **\$465,680**.

*Construction ID# 4985-00-62 federal funding is limited to **\$2,439,160**.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality.

Signed for and in behalf of: **City of De Pere** (please sign in blue ink.)

Name

Title

Date

Signed for and in behalf of the State:

Name

Title

Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin’s approved 2020-2025 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary engineering and design.
 - j. State review services.
5. The work will be administered by the State and may include items not eligible for federal participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2020-2025 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current *WisDOT Facilities Development Manual*.
 - h. Real estate for the improvement
 - i. Other 100% Municipality funded items: None identified.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor 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 as defined in Wis. Stat. 111.32 (13m), or national origin.

12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal financing commitments or are ineligible for federal financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2020-2025 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates to State upon request.
 - f. Provide relocation orders and real estate plats to State upon request.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
 - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
 - b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under Municipal Responsibilities and Requirements.

LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
- 19. Contract modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
- 20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.

21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following 2020-2025 Urbanized Area STP-Urban project funding conditions:
- a. ID 4985-00-61: Design is funded with 80% federal funding, when the Municipality agrees to provide the remaining 20%. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - b. Real estate is funded 100% by the Municipality. Real estate acquisition is 100% the responsibility of the Municipality.
 - c. ID 4985-00-62: Construction:
 - i. Costs for roadway reconstruction are funded with 80% federal funding when the municipality agrees to provide the remaining 20%.
 - ii. Non-participating costs are funded 100% by the Municipality. Costs include construction delivery.
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

[End of Document]



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #20-67 Authorizing Submission of Wisconsin Department of Natural Resources Urban Nonpoint and Storm Water Management Application for Runoff Management Grant.

The Board of Public Works at the June 8, 2020 meeting approved submission of revised Governmental Responsibility Resolution for Wisconsin Department of Natural Resources Urban Nonpoint Source and Storm Water Management Grant Program and moved to send it to the Common Council for approval.
The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso20-67 (DOCX)
- 2020 0608 CI_BOPW-WDNR Grant resolution (PDF)
- 2020 0309 CI_BOPW-WDNR Grant (PDF)
- Example GRR(PDF)

RESOLUTION #20-67

AUTHORIZING SUBMISSION OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
URBAN NONPOINT AND STORM WATER MANAGEMENT APPLICATION
FOR RUNOFF MANAGEMENT GRANT

WHEREAS, the City of De Pere is interested in acquiring a Grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources as described in the application and pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 153 and 155); and

WHEREAS, such grant, if awarded, will be used by the City for conversion of a dry pond off Matthew and Suburban Drives to a wet pond and construction of a pond off Front and Franklin Streets; and

WHEREAS, a cost-sharing grant is required to carry out the project; 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 Common Council authorizes the City Engineer, Department of Public Works, to:

- Sign and submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Sign a grant agreement between the local government (applicant) and the Department of Natural Resources;
- Sign and submit reimbursement claims along with necessary supporting documentation;
- Sign and submit interim and final reports and other documentation as required by the grant agreement;
- Sign and submit an Environmental Hazards Assessment Form, if required; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED THAT:

Resolution #20-67

Page 2 of 2

The City of De Pere shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

BE IT FURTHER RESOLVED THAT:

Any such grant awarded shall be brought before the Common Council for formal acceptance thereof.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents 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 16th day of

June, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 6/08/2020

Attachment: Reso20-67 (9673 : Reso #20-67 Authorizing Submission WDNR UNS & SWM Grant)

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 8, 2020

RE: **Consideration and possible action on Governmental Responsibility Resolution for Wisconsin Department of Natural Resources Urban Nonpoint Source and Storm Water Management Grant Program***

The City of De Pere submitted for the Wisconsin Department of Natural Resources (WDNR) Urban Nonpoint Source and Storm Water Management Grant Program. This was presented to the Board in March (see attached memo). The Board and Council approved submittal. WDNR contacted the City that a specific resolution needs to be approved for the grant submittal. Attached is the sample Government Responsibility Resolution that is required by the WDNR. Staff submitted two applications, one for the conversion of a dry pond to a wet pond off of Matthew Drive in 2021 and another for the construction of a pond off of Franklin Street in 2022. The attached Resolution applies to both applications.

Staff recommends approval of the Government Responsibility Resolution.

Attachment: 2020 0608 CI_BOPW-WDNR Grant resolution (9673 : Reso #20-67 Authorizing Submission WDNR UNS & SWM Grant)

CITY OF DE PERE MEMO



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

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

Date: March 9, 2020

RE: **Consideration and possible action on applying for a Wisconsin Department of Natural Resources Urban Nonpoint Source and Storm Water Management Grant Program***

The Wisconsin Department of Natural Resources (WDNR) offers planning grants under the Urban Nonpoint Source and Storm Water Management Grant Program. This program is on a 2-year cycle. Grants for the upcoming cycle are due April 15, 2020. Grant funding may be up to \$150,000 for construction projects. The grant is a 50/50 match. Projects eligible for planning grants include:

- Construction of structural urban best management practices (BMPs) including detention, wet, infiltration, or wetland basins, or infiltration trenches.
- Engineering design and construction services for BMPs installation.
- Land acquisition and easement purchase, including appraisal cost.
- Storm sewer rerouting and removal of structures.
- Streambank and shoreline stabilization.

The City received the revised WPDES Permit No WI-S0050075-3 for storm water runoff in 2019. Requirements of this permit are based on established pollutant allocations for Total Maximum Daily Loads (TMDL's) to the lower Fox River. The permit requires the City to continue to implement post construction storm water management practices to reduce pollutant loads to the Lower Fox River. Staff proposes to submit a grant application for the construction of the conversion of a dry detention pond to a wet detention pond off of Matthew and Suburban Drive and/or the construction of a wet detention pond off of Front and Franklin Street. Both of these locations were included in the City's 2018 Storm Water Management Plan.

Staff recommends approval for the preparation and submittal of an application to be signed by the City Engineer for the Urban Nonpoint Source and Storm Water Management Grant Program.

Attachment K: Governmental Responsibility Resolution (GRR)

IMPORTANT NOTE: The DNR expects the individual in the position authorized by this resolution to become familiar with the grant program's procedures for the purpose of taking the actions necessary to undertake, direct, and complete the approved project. This includes acting as the primary contact for the project, submitting required materials for a complete grant application, fulfilling grant agreement requirements, carrying out the project (e.g., obtaining required permits, noticing, bidding, following acquisition guidelines, etc.), and closing the grant project (e.g., submitting final report, grant reimbursement forms and documentation, and organizing project files for future compliance monitoring).

SAMPLE GOVERNMENTAL RESPONSIBILITY RESOLUTION FOR RUNOFF MANAGEMENT GRANTS

WHEREAS, _____ is interested in acquiring a
(governmental unit applicant)

Grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources (as described in the application and pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 153 and 155); and

WHEREAS, a cost-sharing grant is required to carry out the project:

THEREFORE, BE IT RESOLVED, that _____
(applicant)

HEREBY AUTHORIZES _____, _____ to act on
(position title) (department)

behalf of _____ to:
(applicant)

- Sign and submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Sign a grant agreement between the local government (applicant) and the Department of Natural Resources;
- Sign and submit reimbursement claims along with necessary supporting documentation;
- Sign and submit interim and final reports and other documentation as required by the grant agreement;
- Sign and submit an Environment Hazards Assessment Form, if required; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that _____ shall comply with all state
(applicant)

and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

Adopted this _____ day of _____, 20_____.

I hereby certify that the foregoing resolution was duly adopted by _____ at a legal meeting on ____ day of _____, 20_____.

Authorized Signature: _____ **Title:** _____

(Signature of the governmental unit's executive officer, for example, Village President, City Mayor, County Board Chair, etc.)

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

MEETING DATE: June 16, 2020

DEPARTMENT: Planning

FROM: Peter Schleinz

SUBJECT: Resolution #20-68 Authorizing Farm Lease (New Horizons Dairy, LLC).

On June 9, 2020, Finance/Personnel Committee unanimously recommended approval of the farm lease by a vote of 4-0.

ATTACHMENTS:

- Reso20-68 (DOCX)
- Farm Lease - New Horizons-3-20-145-001-16 (PDF)
- Exhibit A-New Horizon Farm Lease 2020 (PDF)
- Memo to Finance & Personnel Committee - New Horizons Dairy LLC Lease (DOCX)

RESOLUTION #20-68

AUTHORIZING FARM LEASE
(New Horizons Dairy, LLC)

WHEREAS, the City has real property available for lease in the West Industrial Park for general farming purposes; and

WHEREAS, New Horizons Dairy, LLC wishes to lease approximately 26.6 acres of such real property on Venture Avenue, subject to the terms and conditions of the Farm Lease attached hereto; 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 attached Farm Lease (26.6 Acres on Venture Avenue; New Horizons Dairy, LLC).

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 16th day of June, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Committee Approval: 6/9/2020

Attachment: Reso20-68 (9653 : Resolution #20-68 Authorizing Farm Lease (New Horizons Dairy, LLC).)

FARM LEASE

(26.6 Acres on Venture Avenue; New Horizons Dairy, LLC)

THIS LEASE is made and entered into as of this _____ day of _____, 2020, by and between the City of De Pere, Wisconsin, a municipal corporation ("Lessor"), and New Horizons Dairy, LLC, a Wisconsin limited liability corporation ("Lessee").

1. Leased Premises.

A. Subject to the qualifications in Paragraph 1.B. below, Lessor hereby leases to Lessee the following described real property in the City of De Pere, Brown County, Wisconsin, to-wit:

- i. That Part of WD-D0076 as shown on the map attached and incorporated as Exhibit A; and
- ii. Part of WD-D0077, also shown on Exhibit A.

B. Acreage. The area indicated in blue on Exhibit A is comprised of approximately 26.6 acres. Effective the date of the signing of this Lease, Lessee shall have occupancy of said area in blue for the purposes described herein.

2. Term. This Lease shall be for a term commencing As of January 1, 2020 and terminating on December 31, 2024. In addition, Lessee shall have the option to extend such Lease for an additional two (2) calendar year period upon the same terms and conditions of this Lease. Lessee shall provide Lessor written notice of the exercise of this option at least six (6) months (on or before July 1, 2024) before the expiration of the Lease. Failure to provide Lessor with written notice of the exercise of the option shall operate to forfeit all rights and interest of Lessee in the extension option.

3. Early Termination. In the event that Lessor sells or otherwise determines a need for any portion of the property which is the subject of this Lease during the Lease term, then Lessor may, at its sole option, terminate and cancel this Lease or any portion thereof by giving a thirty (30) day notice to

Lessee, who shall thereupon vacate the premises in accordance with the terms of such notice. Lessee may terminate this Lease at any time by giving Lessor six (6) months' notice of such termination.

4. Effect of Early Termination. In the event any part of this Lease is terminated by Lessor as provided in paragraph 3, above, Lessor shall be responsible for and reimburse Lessee for damages suffered by Lessee, including the reasonable value of crops damaged or unable to be harvested as a result of said termination, not to exceed any rents paid by Lessee. In the event this Lease is terminated by Lessee, Lessee shall forfeit any and all claim(s) of any nature whatsoever for any work performed, materials or supplies, including seed provided, or any other cost which Lessee may have incurred.

5. Obligations of Lessee.

A. Lessee shall use said property for general farming purposes and shall care for the same according to standard industry practices and shall mow all land not seeded or planted for the following crop season. Lessee warrants not to use any herbicide/fertilizer/pesticide which may prevent for any period of time residential grass growth on any lands leased hereunder unless authorized in writing by the City Administrator.

B. Lessee agrees that if the Leased Premises is included in a Nutrient Management Plan under Wis. Admin. Code ATP §50.48, Lessee shall (1) yearly, before the first nutrient application, provide City with soil samples indicating the need for nutrient application; and (2) shall ensure nutrient applications are applied using only the injection method.

C. Lessee acknowledges that there exist lot line pipes identifying the lot parameters of certain lots subject to this Lease, which, if damaged or destroyed, would result in considerable inconvenience and expense to Lessor. Therefore, Lessee agrees to

Farm Lease
New Horizons Dairy, LLC
Page 2 of 5

indemnify and hold harmless Lessor for any and all costs associated with damage to such lot line pipes during the term of this Lease.

6. Sublease. Should Lessee desire to sublease such property, prior written approval of Lessor shall be obtained by Lessee, when approved shall not be unreasonably withheld.

7. Rent.

A. 2020. Lessee shall pay rent to Lessor in the amount of \$68.25/acre for the Area, for a total annual rent of \$1815.45 (26.6 acres). This amount shall be paid to City upon execution of this Lease.

B. Subsequent Years. The annual rent for subsequent years shall be the full 2020 year lease rate of \$68.25/acre increased by an amount equal to the previous year's rent times the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, for the previous year, multiplied by the acreage. Lessor shall inform the Lessee in writing of the amount of increase in rent by December 15 of the year preceding the CPI-U rent increase.

C. Payment of Rent. Rent shall be paid in advance, in two (2) equal payments. The first payment shall be made on or before January 1st of each year of the Lease with the second payment on or before July 1st of each year of the Lease.

8. Hold Harmless and Certificate of Insurance. Lessee shall save and hold harmless Lessor from any and all claims, actions, or liability for any injury or damage to property or persons occurring on or about the premises demised hereunder where such injury or damage has arisen out of Lessee's action or inaction or that of Lessee's agents, contractors, or employees. This hold harmless is intended to protect Lessor from any and all claims and actions for injury or damage to the fullest extent provided by law, including payment for actual attorney fees reasonably incurred as a result of any such claim. To ensure Lessee's ability to perform under this provision, Lessee shall provide a certificate of general

Farm Lease
New Horizons Dairy, LLC
Page 3 of 5

liability insurance in an amount of not less than One Million Dollars, naming Lessor as an additional insured as a term and condition of this Lease.

9. Notice. Notice required or permitted hereunder shall be sent via U.S. Mail, 1st Class, postage prepaid to the following:

If to Lessor:

City Clerk-Treasurer
City of De Pere
335 S. Broadway Street
De Pere, WI 54115

If to Lessee:

David Van De Hey
New Horizons Dairy, LLC
4240 Rosin Road
De Pere, WI 54115

12. Miscellaneous. Lessee promises and agrees to pay the rent as provided herein and not to underlease or sublet said premises or any portion thereof or assign this Lease without the prior written consent of Lessor. Lessee further agrees to quit and deliver the same to Lessor peacefully and quietly at the end of the term of this Lease and to keep the same in good repair as the same are in at the commencement of the term of the Lease. Lessee agrees to use and improve said premises using standard industry practices and to provide Lessor access to view the premises at all reasonable times. If Lessee shall fail to pay rent at the aforesaid times expressed in this Lease or shall underlease or sublet the premises without the written consent of Lessor, Lessor may enter and expel Lessee and/or his assigns from the premises forthwith and thereupon said Lessee shall be held to have forfeited any rent that he may have paid hereunder and shall be liable to Lessor for any such payment or payments of rent hereunder which are then due and unpaid. In such case, the Lessor shall not be responsible for Lessee for any damages under this Lease.

The covenants herein contained shall bind the parties mutually and their respective heirs, personal representatives, administrators, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed personally or by their duly authorized officers and their seals affixed hereto on the day and year first written above.

Farm Lease
New Horizons Dairy, LLC
Page 4 of 5

NEW HORIZONS DAIRY, LLC**CITY OF DE PERE**

David Van De Hey

James G. Boyd, Mayor

Carey E. Danen, City Clerk

J:\Law\Leases\2020\Farm Lease - New Horizons-3-20-145-001-16.docx



Attachment: Exhibit A-New Horizon Farm Lease 2020 (9653 : Resolution #20-68 Authorizing Farm Lease (New Horizons Dairy, LLC).)

2020 Farm Lease Map
26.6 Acres Total

- Legend**
- Area Available for Planting 2020
 - Tax Parcels



City of De Pere



CITY OF DE PERE MEMO



To: Finance/Personnel Committee
 From: Peter Schleinz, Senior Planner | Zoning Administrator
 Date: June 9, 2020

RE: Consideration and possible action to approve a five year farm lease to be established with New Horizons Dairy LLC for undeveloped City owned land on the west side of De Pere.*

Summary

A lease for the farming of City owned land in the West Industrial Park area expired in 2019. The City planned to seek a renewal with the existing lessee, who was willing to accept at the same rates established from the previous lease agreement. The land acreage in the lease reduced significantly recently due to development and storm water management in the industrial park. Farming City owned property is a key factor in maintaining the land for future development.

1. The subject area includes approximately 26.6 acres of crop land, shaded blue on the attached map, including Parcels: part of WD-D0076 and part of WD-D0077.
2. Lease Terms:
 - a. Lease amount is \$68.25 per acre per year.
 - b. Total amount due per year is \$1,815.45.
 - c. Lease payments are due 50% on January 1 and 50% on July 1 of each year.
2. Length of Lease:
 - a. January 2020 through December 2024, with an option to extend two years to 2026.

By establishing the lease for the West Industrial Park area, all farm leases in the City fall into the same timeline for future renewals.

Staff Recommendation

Staff requests that the Finance/Personnel Committee recommend approval of a farm lease and contract with New Horizons Dairy LLC (David Van De Hey), per the above terms, and forwarding the attached contract to be approved by the Common Council on June 16, 2020.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: Planning

FROM: Peter Schleinz

SUBJECT: Resolution #20-69 Authorizing Farm Lease (Triple Z Farm LLC).

On June 9, 2020, Finance/Personnel Committee unanimously recommended approval of the farm lease by a vote of 4-0.

ATTACHMENTS:

- Reso20-69 (DOCX)
- Farm Lease - Triple Z-6-20-145-001-20 (PDF)
- Exhibit A - Triple Z (PDF)
- Memo to Finance & Personnel Committee - Triple Z Farm LLC Lease (DOCX)

RESOLUTION #20-69

AUTHORIZING FARM LEASE
(Triple Z Farm LLC)

WHEREAS, the City has real property available for lease in the East Industrial Park for general farming purposes; and

WHEREAS, Triple Z Farm, LLC wishes to lease approximately 59.1 acres of such real property, subject to the terms and conditions of the Farm Lease attached hereto; 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 attached Farm Lease (59.1 Acres in East Industrial Park; Triple Z Farm LLC).

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 16th day of June, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Committee Approval: 6/9/2020

Attachment: Reso20-69 (9654 : Resolution #20-69 Authorizing Farm Lease (Triple Z Farm LLC).)

FARM LEASE

(59.1 Acres in East Industrial Park; Triple Z Farm LLC)

THIS LEASE is made and entered into as of this _____ day of _____, 2020, by and between the City of De Pere, Wisconsin, a municipal corporation ("Lessor"), and Triple Z Farm LLC, a Wisconsin limited liability corporation ("Lessee").

1. Leased Premises.

A. Subject to the qualifications in Paragraph 1.B. below, Lessor hereby leases to Lessee the following described real property in the City of De Pere, Brown County, Wisconsin, to-wit:

- i. That Part of ED-D69-2 as shown on the map attached and incorporated as Exhibit A; and
- ii. That Part of ED-F0085, also shown on Exhibit A.

B. Acreage. The area indicated in blue on Exhibit A is comprised of approximately 59.1 acres. Effective the date of the signing of this Lease, Lessee shall have occupancy of said area in blue for the purposes described herein.

2. Term. This Lease shall be for a term commencing as of June 1, 2020 and terminating on December 31, 2024. In addition, Lessee shall have the option to extend such Lease for an additional two (2) calendar year periods upon the same terms and conditions of this Lease. Lessee shall provide Lessor written notice of the exercise of this option at least six (6) months (on or before July 1, 2024) before the expiration of the Lease. Failure to provide Lessor with written notice of the exercise of the option shall operate to forfeit all rights and interest of Lessee in the extension option.

3. Early Termination. In the event that Lessor sells or otherwise determines a need for any portion of the property which is the subject of this Lease during the Lease term, then Lessor may, at its sole option, terminate and cancel this Lease or any portion thereof by giving a thirty (30) day notice to

Lessee, who shall thereupon vacate the premises in accordance with the terms of such notice. Lessee may terminate this Lease at any time by giving Lessor six (6) months' notice of such termination.

4. Effect of Early Termination. In the event any part of this Lease is terminated by Lessor as provided in paragraph 3, above, Lessor shall be responsible for and reimburse Lessee for damages suffered by Lessee, including the reasonable value of crops damaged or unable to be harvested as a result of said termination, not to exceed any rents paid by Lessee. In the event this Lease is terminated by Lessee, Lessee shall forfeit any and all claim(s) of any nature whatsoever for any work performed, materials or supplies, including seed provided, or any other cost which Lessee may have incurred.

5. Obligations of Lessee.

A. Lessee shall use said property for general farming purposes and shall care for the same according to standard industry practices and shall mow all land not seeded or planted for the following crop season. Lessee warrants not to utilize any herbicide/fertilizer/pesticide which may prevent for any period of time residential grass growth on any lands leased hereunder unless authorized in writing by the City Administrator.

B. Lessee agrees that if the Leased Premises is included in a Nutrient Management Plan under Wis. Admin. Code ATP §50.48, Lessee shall (1) yearly, before the first nutrient application, provide City with soil samples indicating the need for nutrient application; and (2) shall ensure nutrient applications are applied using only the injection method.

C. Lessee acknowledges that there exist lot line pipes identifying the lot parameters of certain lots subject to this Lease, which, if damaged or destroyed, would result in considerable inconvenience and expense to Lessor. Therefore, Lessee agrees to

indemnify and hold harmless Lessor for any and all costs associated with damage to such lot line pipes during the term of this Lease.

6. Sublease. Should Lessee desire to sublease such property, prior written approval of Lessor shall be obtained by Lessee, when approved shall not be unreasonably withheld.

7. Rent.

A. Initial Lease Term (2020-2024). Lessee shall pay rent to Lessor in the amount of \$95.00/acre for the Area, for a total annual rent of \$5,614.50 (59.1 acres). This amount shall be paid to City upon execution of this Lease.

B. Subsequent Term (Extension Option). The annual rent for subsequent years shall be the full year lease rate of the Initial Lease Term of \$95.00/acre increased by an amount equal to the previous year's rent times the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, for the previous year, multiplied by the acreage. Lessor shall inform the Lessee in writing of the amount of increase in rent by December 15 of the year preceding the CPI-U rent increase.

C. Payment of Rent. Rent shall be paid in advance, in two (2) equal payments. The first payment shall be made on or before January 1st of each year of the Lease with the second payment on or before July 1st of each year of the Lease.

8. Hold Harmless and Certificate of Insurance. Lessee shall save and hold harmless Lessor from any and all claims, actions, or liability for any injury or damage to property or persons occurring on or about the premises demised hereunder where such injury or damage has arisen out of Lessee's action or inaction or that of Lessee's agents, contractors, or employees. This hold harmless is intended to protect Lessor from any and all claims and actions for injury or damage to the fullest extent provided by law, including payment for actual attorney fees reasonably incurred as a result of any such claim. To

Farm Lease
Triple Z Farm LLC
Page 3 of 5

ensure Lessee's ability to perform under this provision, Lessee shall provide a certificate of general liability insurance in an amount of not less than One Million Dollars, naming Lessor as an additional insured as a term and condition of this Lease.

9. Notice. Notice required or permitted hereunder shall be sent via U.S. Mail, 1st Class, postage prepaid to the following:

If to Lessor:

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

If to Lessee:

Jeff Zeamer
Triple Z Farm LLC
2772 Blake Road East
De Pere, WI 54115-8720

12. Miscellaneous. Lessee promises and agrees to pay the rent as provided herein and not to under-lease or sublet said premises, or any portion thereof or assign this Lease without the prior written consent of Lessor. Lessee further agrees to quit and deliver the same to Lessor peacefully and quietly at the end of the term of this Lease and to keep the same in good repair as the same are in at the commencement of the term of the Lease. Lessee agrees to use and improve said premises using standard industry practices and to provide Lessor access to view the premises at all reasonable times. If Lessee shall fail to pay rent at the aforesaid times expressed in this Lease or shall under-lease or sublet the premises without the written consent of Lessor, Lessor may enter and expel Lessee and/or his assigns from the premises forthwith and thereupon said Lessee shall be held to have forfeited any rent that he may have paid hereunder and shall be liable to Lessor for any such payment or payments of rent hereunder which are then due and unpaid. In such case, the Lessor shall not be responsible for Lessee for any damages under this Lease.

The covenants herein contained shall bind the parties mutually and their respective heirs, personal representatives, administrators, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed personally or by their duly authorized officers and their seals affixed hereto on the day and year first written above.

TRIPLE Z FARM LLC**CITY OF DE PERE**

Jeff Zeamer, Managing Member

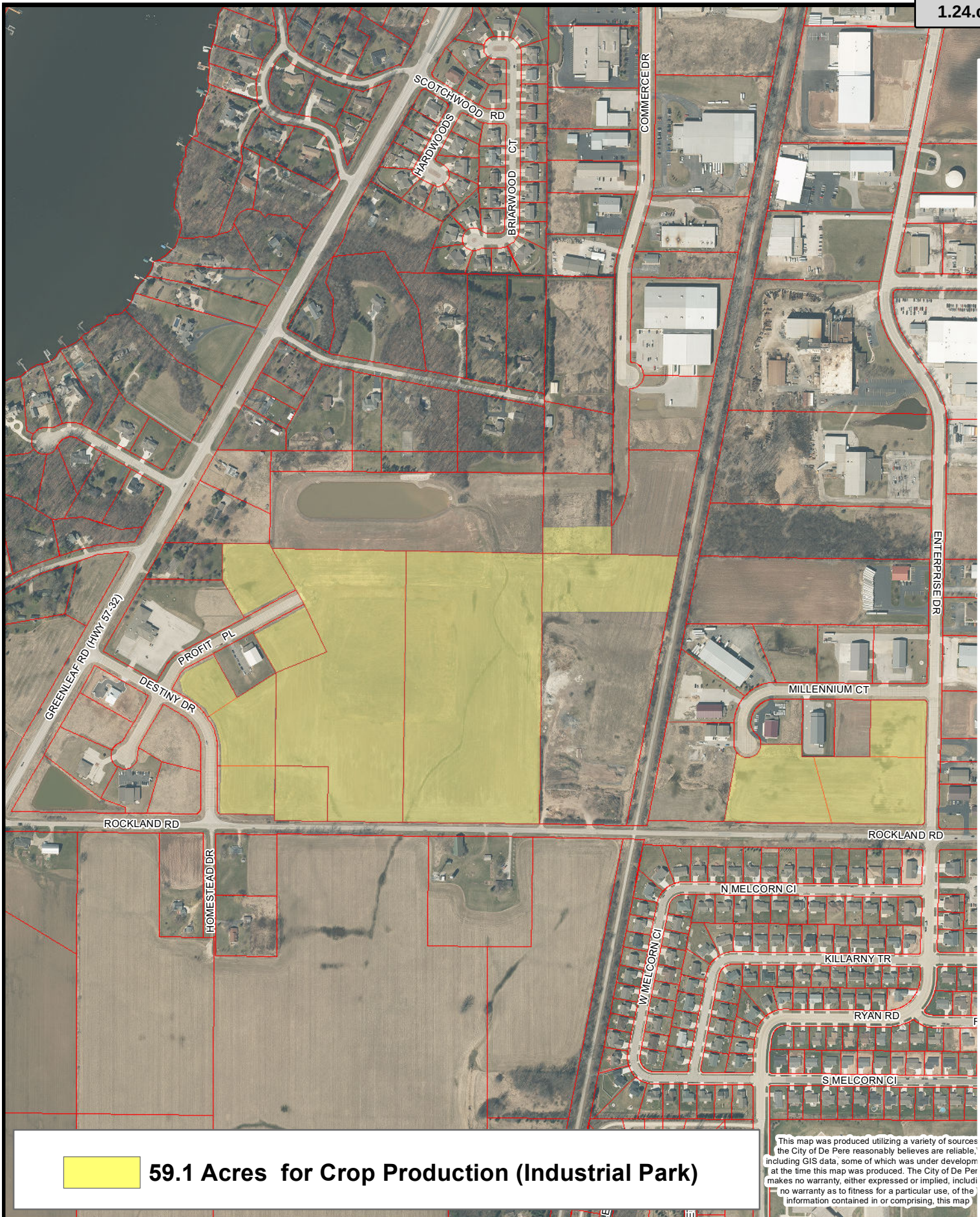
James G. Boyd, Mayor

Jamie Zeamer, Member

Carey E. Danen, City Clerk

J:\Law\Leases\2020\Farm Lease -Triple Z Farm-6-20-145-001-20.docx

Attachment: Farm Lease - Triple Z-6-20-145-001-20 (9654 : Resolution #20-69 Authorizing Farm Lease (Triple Z Farm LLC).)



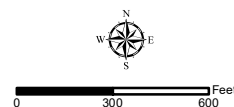
Attachment: Exhibit A - Triple Z (9654 : Resolution #20-69 Authorizing Farm Lease (Triple Z Farm LLC).)

2020 Farm Lease Map

City Land Available on the East Side

Legend

- 2020 Lease Areas
- Tax Parcels



City of De Pere
April 2020

CITY OF DE PERE MEMO



To: Finance/Personnel Committee
 From: Peter Schleinz, Senior Planner | Zoning Administrator
 Date: June 9, 2020

RE: Consideration and possible action to approve a five year farm lease to be established with Triple Z Farm LLC for undeveloped City owned land on the east side of De Pere.*

Summary

A lease for the farming of City owned land in the East Industrial Park area expired in 2019. The City planned to seek a renewal with the existing lessee but did not come to a final agreement. A new local farmer expressed interest in taking over a lease of the area, beginning in 2020. Farming City owned property is a key factor in maintaining the land for future development.

1. The subject area includes approximately 59.1 acres of crop land, shaded yellow on the attached map, including Parcels: ED-2314, ED-2315, ED-2311, ED-2381, ED-2382, ED-2384, ED-2385, ED-2386, ED-D43-1, ED-F0083, Part of ED-D69-2 and Part of ED-F0085.
2. Lease Terms:
 - a. Lease amount is \$95.00 per acre per year.
 - b. Total amount due per year is \$5,614.50.
 - c. Lease payments are due 50% on January 1 and 50% on July 1 of each year.
2. Length of Lease:
 - a. June 2020 through December 2024, with an option to extend two years to 2026.

By establishing the lease for the East Industrial Park area, all farm leases in the City fall into the same timeline for future renewals.

Staff Recommendation

Staff requests that the Finance/Personnel Committee recommend approval of a farm lease and contract with Triple Z Farm LLC (Jamie Zeamer and Jeff Zeamer), per the above terms, and forwarding the attached contract to be approved by the Common Council on June 16, 2020.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: Planning

FROM: Daniel Lindstrom

SUBJECT: Resolution #20-70 Approving Facade Improvement Project and Authorizing Disbursement of Grant (101 South Broadway - Parcel ED-833).

At their meeting on May 26, 2020, the Redevelopment Authority (RDA) voted 5-0 to recommend approval of a Facade grant for 101 S. Broadway (ED-833) in an amount not to exceed \$30,000. Recommendation for approval was subject to the final grant payment be calculated per program requirements based on receipt review.

As noted in the review memo, the renovation on 101 S. Broadway started this past month. While work typically should not start prior to the RDA review, the current pandemic enabled contractors to do work downtown with minimal disruption to the rest of the downtown and surrounding businesses. The program guide allows for work completed up to 90 days after the initial application submittal.

ATTACHMENTS:

- Reso20-70 (DOCX)
- RDA Memo 101 S Broadway - May 2020 (PDF)
- 101 S Broadway - DePere Facade Grant (PDF)
- 101 N. Broadway Facade Plans (PDF)

RESOLUTION #20-70

APPROVING FAÇADE IMPROVEMENT PROJECT AND
AUTHORIZING DISBURSEMENT OF GRANT
(101 South Broadway; Parcel ED-833)

WHEREAS, the Tax Increment District #7 (TID #7 or “the District”) Project Plan includes city expenditure of funds to property owners within the District in the form of a grant to reimburse 50% of façade improvement costs, not to exceed \$30,000 per parcel (for building width of 121’ or greater), thereby increasing property values and tax increment during the life of the District; and

WHEREAS, Saks Holdings, LLC (Andrew Krans), owner of Parcel WD-833, has submitted an application for a façade improvement grant for proposed improvements to the front façade of the building; and

WHEREAS, the applicant has provided cost estimates for said improvements in the amount of \$107,500.00; and

WHEREAS, this façade improvement project has been reviewed by the Redevelopment Authority which recommends approval of a façade improvement grant in the total amount not to exceed \$30,000.00, subject to the provisions set forth below; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves the façade improvement project as approved by the Redevelopment Authority, and thanks Saks Holdings, LLC for its investment in downtown De Pere.

BE IT FURTHER RESOLVED THAT:

The Common Council approves the request for a façade improvement grant in an amount not to exceed \$30,000, reimbursed from funds allocated by the Common Council to the TID #7 façade improvement grant program in 2020.

Further, the final grant payment shall be calculated according to the façade improvement program requirements based upon review of paid receipts.

BE IT FURTHER RESOLVED THAT:

The Development Services Director or designee (Director) is authorized to approve disbursement of the façade grant up to \$30,000 as set forth above to Saks Holdings, LLC for said improvements after the following conditions are met:

1. The property owner obtains all necessary permits;
2. After completion of the improvements, the Director receives from the property owner copies of paid invoices showing the project is complete; and
3. The City Building Inspection Department verifies to the Director that the work is complete and in compliance with all building codes.

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 16th day of

June, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Redevelopment Authority Approval: 5/26/2020

CITY OF DE PERE MEMO



To: Redevelopment Authority (RDA)
From: Daniel Lindstrom, Development Services Director
Date: May 26, 2020

RE: **Consideration and possible action regarding a Facade Grant Request for 101 S. Broadway (ED-833)**

Saks Holdings, LLC (Andrew Krans), building owner, submitted the attached façade grant application for 101 S Broadway (Parcel ED-833). This building is also known as the Lamp Shade Unlimited Building. This is a highly visible building located on Broadway and adjacent to the George Street Plaza. Recently Saks Holdings, LLC (Andrew Krans) secured two façade grant approvals for buildings located at 123 S Broadway and 368 Main Ave. The owner completed the façade renovations in early 2020. Renovation on 101 S. Broadway started this past month. While work typically should not start before RDA review, the current pandemic enabled contractors to do work downtown with minimal disruption to the rest of the downtown and surrounding businesses. The program guide allows for work completed up to 90 days after the initial application submittal.



Façade Grant Eligibility

- TID District: TID No. 7 – Downtown East
- Building Length: 135 total linear feet measured adjacent to road right of way
Front: 35'
Rear: 60'
Side: 35'
- Eligible Grant Amount: \$30,000
- Historic Designation: The property is part of the South Broadway Historic District

From the Wisconsin State Historical Society Website:

The South Broadway Historic District contains the most intact concentration of nineteenth-century commercial buildings on the east side of the river. By 1882, small, mostly wooden commercial buildings lined the 100 and 200 blocks of N. and S. Broadway. On the night of April 23, a devastating fire destroyed all of the buildings on both sides of the 100 and 200 blocks of S. Broadway. Work on their replacements began almost as soon as the ashes were cold and by the end of the year, five of the District's six contributing buildings were ready for their first occupants. These consist of one and two-story cream brick-clad buildings that all face west onto the 100 block of South Broadway. The unusual circumstances surrounding their construction can still be discerned by the way the facade of one building blends seamlessly with the one adjacent to it. Normally, buildings like these display clear dividing lines that show where one building ends and the other begins, but in this case, since almost all of these buildings were under construction at the same time and their builders were all using the same cream brick to build them, the results were buildings whose main facades have no visible edges. The district remains a visually coherent and architecturally distinct collection of historic commercial buildings in De Pere.

Project Summary

The applicant has submitted the example rendering below for the building and has included cost estimates on the attached application. These are estimates and the applicant is pulling together additional quotes. The applicant proposes to remove the paint from the old brick and install new window and door systems to return the widows to the former size and scaling. The applicant did not include any of the architectural, structural engineering expenses in the application. The applicant had already surpassed the total necessary to receive the maximum funding. Development Services staff are working with the applicant to secure final estimates.



Project Details

101 S Broadway Façade Grant - Façade Grant Project Estimate (Applicant Submission)

Vendor	Detail	Amount	Eligible	Notes
Miller Masonry	Exterior Brick Work	\$25,000.00	☒	
	Window and Door Systems	\$30,000.00	☒	Contractor/Quote still needed
	Demo/Removal	\$5,000.00	☒	Contractor/Quote still needed
	Roof/Facia Soffit Cap	\$35,000.00	☒	Contractor/Quote still needed
	Exterior Paint Stairs, Etc	\$2,500.00	☒	Contractor/Quote still needed
	Electrical/Misc	\$10,000.00	☒	Contractor/Quote still needed
			☐	
		Total	\$107,500.00	Grant Maximum \$30,000
		Total Eligible	\$107,500.00	
		\$1 Investment	\$53,750.00	
		\$1 Grant Match (Maximum)	\$30,000.00	

The applicant is eligible for the grant maximum of \$30,000.

2020 TID #7 Façade Grant Funds (\$60,000 proposed)

123 S. Broadway (Broadway Theater)	\$6,800 (approved 2019)
101 S Broadway (pending approval)	\$30,000
Remaining Façade Grant Funds (if approved)	\$23,100

Recommendation

Staff recommends approval of the Façade Grant Award for 101 S. Broadway in an amount not to exceed \$30,000.00, and that the recommendation be forwarded to Council, subject to the final grant payment be calculated per program requirements based on receipt review, or recommend that the applicant submit additional project details to be reviewed at a future RDA meeting.



CITY OF DE PERE
APPLICATION FOR
FAÇADE GRANT

Receipt #:

Date:

The City of De Pere, in conjunction with Downtown De Pere Inc., will assist with façade improvements for commercial properties located within the boundaries of designated Tax Increment Districts (TID). Applications will be acted upon on a first come first serve basis. See the back of this form for funding requirements and review process.

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Saks Holdings, LLC	Authorized Representative Andrew Krans	Title Senior Partner	
Mailing Address 109 N. Broadway	City DePere	State WI	ZIP Code 54115
Email Address atkrans@gmail.com	Phone Number (incl. area code) 920-371-5032	Fax Number (incl. area code)	

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

Name (Ind. Org. or Entity) Same	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description Facade restoration at 101 S Broadway / Hahn Buidling	Parcel No.
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SECTION 4: Project Information

Project Description:	Facade Restoration, Removal of paint on brick, tuck /point, Windows, Doors, etc.		
Estimated Start Date:	May 1st, 2020	Estimated Completion Date:	TBD
Existing Façade Photo (attach):		Design Drawing (attach):	
<i>Fill in below form with cost estimates based on category. Attach quotes to this application.</i>			
Category	Cost Estimate	Category	Cost Estimate
Exterior Brick Work	\$25,000.00	Roof/ Facia-Sofit Cap	\$35,000.00
Window/ Door Systems	\$30,000.00	Exterior Paint Stairs, etc	\$2,500.00
Demo/ Removal	\$5,000.00	Electrical/ Misc	\$10,000.00
Total Eligible Expenses:		Requested Grant Amount:	\$30,000.00

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print) Andrew Krans	Title 3/31/2020	Phone Number 920-371-5032
Signature of Applicant		Date Signed 3/31/2020

Attachment: 101 S Broadway - DePere Façade Grant (9701 : Reso #20-70 Approving Façade Improvement Project & Authorizing Disbursement

Program Funding Requirements & Guidelines

1. Grant provides \$1 of City funds for \$1 of private funds for eligible expenses (100% match).
2. Grant maximum is determined by the length of building, measured along the total linear frontage of adjacent public right of way, up to \$30,000 per property.

Building Width	Maximum Grant Amount
1' to 60'	\$10,000
61'-120'	\$20,000
121'+	\$30,000

3. Property owners are limited to the grant maximum amount every ten years.
4. For projects restoring or renovating historic buildings (must be listed as contributing on the City of De Pere Intensive Survey), interior improvements and roof repair/replacement may be included in the project budget for the required matching dollars, but cannot be funded with façade grant dollars.
5. Funds reviewed and distributed on a 'first come, first serve' basis.
6. Applications should be reviewed by the RDA prior to work commencing on the project.
7. In rare cases (due to weather, contractor availability, etc), the RDA may consider approving funding for work completed up to 90 days after an application submittal.
8. Retroactive funding requests for work completed before an application submittal will not be considered.

City of De Pere Façade Grant Program Process**1. Application Submittal**

- a) Property owner shall complete (1) hard copy and (1) PDF version of the grant application.
- b) Property owner shall attach (1) hard copy and (1) PDF version of the following:
 - A photo of the existing façade.
 - The proposed project design. Color rendering required.
 - The project cost estimates by major category (design, material, labor, etc).
 - Any other relevant information
- c) Application and attachments are submitted to the Development Services Director.

3. Review Process

- a) Internal Review
- b) Redevelopment Authority Review (may be preliminary or final)
- c) City Council Review
- d) In instances where a site plan is required, the Plan Commission may also review

4. Applicant Obtains Necessary Permits and Completes Project**5. Payment Process**

- a) Applicant submits proof of payment for eligible activities to the Development Services Department, who will determine if appropriate match dollars have been spent.
- b) The Development Services Department will conduct a building inspection to ensure that the work has been completed according to plan.
- c) Payment request is completed and issued to applicant.

Please refer to the Façade Grant Guidelines for more information on the program objectives and a list of eligible and ineligible expenses.

City of De Pere MEMORANDUM



City of De Pere Façade Grant Program Guidelines *Approved by Common Council Resolution #18-67 (July 17, 2018)*

The below Façade Grant Program Guidelines have been prepared to provide clearer direction for potential applicants and to make the review process more efficient.

Program Objectives

1. Support the rehabilitation and renovation of exterior building facades in Downtown De Pere.
2. Support the job creation and business development in Downtown De Pere.
3. Support the renovation of historic buildings in Downtown De Pere.

Program Funding Requirements

1. Grant provides \$1 of City funds for \$1 of private funds for eligible expenses (100% match).
2. Grant maximum is determined by the length of building, measured along the total linear frontage of adjacent public right of way, up to \$30,000 per property.

Building Width	Maximum Grant Amount
1' to 60'	\$10,000
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3. Property owners are limited to the grant maximum amount every ten years.
4. For projects restoring or renovating historic buildings (must be listed as contributing on the City of De Pere Intensive Survey), interior improvements and roof repair/replacement may be included in the project budget for the required matching dollars, but cannot be funded with façade grant dollars.

Program Guidelines

1. Program administered in conjunction with Definitely De Pere (Definitely De Pere provides feedback on design and serves as the Main Street Program contact for architectural services).
2. Architectural designs and renderings that implement a historic renovation and/or follow the Main Street Design Guidelines are highly encouraged.
3. Property must be located in a Downtown Tax Increment Financing District (TID 7, or 9).
4. Funds reviewed and distributed on a 'first come, first serve' basis.

5. Applications should be reviewed by the RDA prior to work commencing on the project.
6. In rare cases (due to weather, contractor availability, etc), the RDA may consider approving funding for work completed up to 90 days after an application submittal.
7. Retroactive funding requests for work completed before an application submittal will not be considered.
8. Façade grant funds may be used for any side of the building.
9. Funds are distributed only after receipts are submitted and a City building inspector reviews the work.

Eligible & Ineligible Expenses

Eligible Expenses

1. New Windows and Doors
2. Window and Door Repair
3. Exterior Demolition
4. Exterior Construction including, electric, materials, labor.
5. Exterior Lighting
6. Pressure Washing
7. Painting
8. Roof upgrade/replacement that improves the overall building appearance.
9. Gutters/Downspouts
10. Waste Disposal
11. Decorative Awnings (no business specific graphics)
12. Contractor's Fees – Profit – Overhead directly related to exterior work

13. Permanent Exterior Site Work – Landscape, hardscape, pedestrian amenities, pergolas, etc.
14. Signage (if included as part of a more extensive façade renovation project)
15. Restoration or renovation of historical identifying features that may not be relevant to the current building use (reviewed on a case-by-case basis)
16. Other expenses as approved by the Redevelopment Authority

Ineligible Expenses

1. Signage as a standalone request
2. Any improvement that could be removed from the building as personal property.
3. Security Cameras
4. Interior Improvements
5. Design/Engineering/Professional Fees
6. Roof repair/replacement that does not alter the appearance of the building.

Requested expenses not specifically included in the above list will be reviewed on a case-by-case basis by the Redevelopment Authority and Common Council.



Chemical “Sand Blast” Upper and North side



Metal Header above Windows
Will need to see if still in place

Bottom facing brick, was wood? Load?
Door in middle of space, changed to right side for both
Upper entrance and main floor entrance.



101 N. Broadway without 107+ property. Door shown in Center. Iron post under brick? Facade? Header Support. Show with Glass will most likely be dark break metal as in Original photo, Decorative, period style accents on metal Header. Brick shows more “red” in color. Will be lighter as it is On 107+ buildings.

Notes:



Same notes as 101. This shows neighboring property not Owned by Saks Holdings, LLC. Will contact owner about Selling or interest in facade replacement at same time. Don't have good layout idea of floor plan and door placement For neighboring property.

Note: Metal flashing on header, building far right, cream Color most likely covering header or support load. Will Ask owner if he recalls the under header design. Would be Great to finish the lower right side the same as far right Building to keep the flow the same.

Note: Again these are huge windows. Possible only if Turba Building site has 5+ story building to block afternoon sun. Need to ask around about status of that development. Talk with Pat @ GB Glass about high end Low E glass, tints, Etc:
Notes:



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Operator License applications.

ATTACHMENTS:

- Operator List 6.16.20 (PDF)

CITY OF DE PERE
License Committee - June 16, 2020

Renewal Operator License Applications for the 2020 - 2022 Licensing Period	
1	BAUER, KEVIN A.
2	BRYDA, JAMIE L.
3	BUNNELL, JEFFREY D.
4	CANADEO, SANDRA A.
5	CASHMAN, DEBORAH L.
6	COOPER SCHEXNIDER, CHRISTOPHER E.
7	DIEDERICH, MATTHEW J.
8	EGEBRECHT, COURTNEY L.
9	ELWELL, DANIELLE D.
10	FEENEY, RYAN M.
11	FRANZ, MICHAEL T.
12	GEVERS, MICHAELA L.
13	GIANNUNZIO, KELLY M
14	GOHEEN, DIANNE E.
15	GONION, SARA L.
16	HAEBIG, BRITTANY L.
17	HALAMA, DARLENE A.
18	HARJU, LYNN M.
19	HEINE, TONI L.
20	HENDRICKS, CARRIE A.
21	HULSEMAN, VERONICA
22	JAROS, NICHOLAS, R.
23	KING, JOANN M.
24	KOCKEN, TAMMY L.
25	KORB, JENNIFER L.
26	LEURQUIN, KENDRA M.
27	MAXWELL, JORDAN R.
28	MORRIS, ERIN E.
29	PAUL, SOPHIA R.
30	POLOMIS, CARRIE R.
31	SCHROEDER, STEVE M.
32	SIELCK, LINDA D.
33	STIEGLITZ-VAN VONDEREN, SADIE B
34	STROOBANTS, JULIE
35	VANDEN AVOND, THOMAS J.
36	VAN KAUWENBERGH, MARCIE E.
37	VIEAU, LOIS A.
38	WOODGATE, CARRIE A.

Attachment: Operator List 6.16.20 (9720 : Operator License applications.)

39	DE VASURE, BRADLEY B.
40	DUFEK, SCOTT J.
41	DUGRE, SHAWN J.
42	DURA, CHELSEA L.
43	KONSHAK, JOLENE M.
44	MARRA, ANTHONY J.
45	REINCE, JUSTIN W.

Previously Tabled Operator License Applications	
1	DELOS SANTOS, CASHION
2	EHNERD, TANNER
3	MILES, SAMANTHA
4	SCHIMMEL, MICHAEL

New Operator License Applications	
1	CZACHOR, JUSTIN R.
2	DUDZIK, SCOTT A.
3	FELLOWS, KYLE R.
4	HERNANDEZ, STEVEN M.
5	HOFMANN, HOLLY L.
6	NIELSEN, DREW A.
7	OLSON, HUNTER R.
8	KRIEG, HAILY



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Voucher approval.

ATTACHMENTS:

- 6-16-2020 VOUCHERS (PDF)

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0302	AIRGAS USA LLC I-9970852582	AIRGAS USA LLC	R	6/16/2020		605.00CR	092474	605.00
7873	AMERICAN CONSERVATION & BILLING SOLUTIONS I-11148	AMERICAN CONSERVATION & BILLIN	R	6/16/2020		1,042.00CR	092475	1,042.00
5096	AMERILUX INTERNATIONAL LLC I-82243 I-82538	AMERILUX INTERNATIONAL LLC AMERILUX INTERNATIONAL LLC	R R	6/16/2020 6/16/2020		314.24CR 9,748.80CR	092476 092476	 10,063.04
2878	ARING EQUIPMENT CO INC I-R43974	ARING EQUIPMENT CO INC	R	6/16/2020		1,666.00CR	092477	1,666.00
7507	DEBORAH ARMBRUSTER I-202006090648	DEBORAH ARMBRUSTER	R	6/16/2020		250.70CR	092478	250.70
5604	AURORA BAYCARE MED CTR LLC I-KY480	AURORA BAYCARE MED CTR LLC	R	6/16/2020		46.00CR	092479	46.00
6803	AUTOMATIC MOTORS INC. I-59534	AUTOMATIC MOTORS INC.	R	6/16/2020		510.00CR	092480	510.00
1698	B A T I I-5337	B A T I	R	6/16/2020		2,744.00CR	092481	2,744.00
0442	BADGER LABORATORIES INC I-20-50011180	BADGER LABORATORIES INC	R	6/16/2020		760.00CR	092482	760.00
0020	BADGERLAND PRINTING INC I-35078 I-35105 I-35124	BADGERLAND PRINTING INC BADGERLAND PRINTING INC BADGERLAND PRINTING INC	R R R	6/16/2020 6/16/2020 6/16/2020		85.00CR 150.00CR 162.00CR	092483 092483 092483	 397.00
0027	BAY TOWEL INC I-3047352 I-3086497 I-309174 I-3093988 I-3094003	BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC	R R R R R	6/16/2020 6/16/2020 6/16/2020 6/16/2020 6/16/2020		176.85CR 112.04CR 112.04CR 176.85CR 91.05CR	092484 092484 092484 092484 092484	 668.83
6473	BEAVER OF WISCONSIN INC I-102762	BEAVER OF WISCONSIN INC	R	6/16/2020		272.75CR	092485	272.75

Attachment: 6-16-2020 VOUCHERS (9695 : Voucher approval.)

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8161	BRIDGET BLEAN I-202006090650	BRIDGET BLEAN	R	6/16/2020		212.00CR	092486	212.00
1532	BOBCAT PLUS INC I-IG39937	BOBCAT PLUS INC	R	6/16/2020		452.48CR	092487	452.48
8162	ANGELA BOUGIE I-202006090651	ANGELA BOUGIE	R	6/16/2020		240.00CR	092488	240.00
8163	KATHIE BRESSERS I-202006090652 I-202006090653	KATHIE BRESSERS KATHIE BRESSERS	R R	6/16/2020 6/16/2020		1,230.00CR 48.00CR	092489 092489	 1,278.00
0044	BROWN COUNTY REGISTER OF DEEDS I-202006090654	BROWN COUNTY REGISTER OF DEEDS	R	6/16/2020		32.00CR	092490	32.00
2984	BROWN COUNTY TREASURER I-2020-00000040	BROWN COUNTY TREASURER	R	6/16/2020		2,645.13CR	092491	2,645.13
5640	BROWNELLS INC I-19250184.00	BROWNELLS INC	R	6/16/2020		72.93CR	092492	72.93
8164	ERICA BUSSE I-202006090655	ERICA BUSSE	R	6/16/2020		360.00CR	092493	360.00
6061	CARRICO AQUATIC RESOURCES INC I-20201978	CARRICO AQUATIC RESOURCES INC	R	6/16/2020		3,476.25CR	092494	3,476.25
0536	CDW GOVERNMENT INC I-XTJ3592 I-XWC I-XWC7735	CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC	R R R	6/16/2020 6/16/2020 6/16/2020		1,066.28CR 235.88CR 3,792.01CR	092495 092495 092495	 5,094.17
2708	CLEANING SOLUTION SERVICES INC I-20539 I-20540 I-20543	CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC	R R R	6/16/2020 6/16/2020 6/16/2020		1,408.76CR 1,724.44CR 1,403.72CR	092496 092496 092496	 4,536.92
7639	CORE & MAIN LP I-M417277	CORE & MAIN LP	R	6/16/2020		940.50CR	092497	940.50
8165	ANGELA COTHERN I-202006090656	ANGELA COTHERN	R	6/16/2020		1,230.00CR	092498	1,230.00

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8166	SANDI CRAIG I-202006090657	SANDI CRAIG	R	6/16/2020		678.75CR	092499	678.75
0061	CUMMINS NPOWER, LLC I-F4-58854	CUMMINS NPOWER, LLC	R	6/16/2020		640.07CR	092500	640.07
3212	DIXON ENGINEERING INC I-20-6644	DIXON ENGINEERING INC	R	6/16/2020		2,250.00CR	092501	2,250.00
0078	DORNER INC I-19-11 (5) I-19-14 (1)	DORNER INC DORNER INC	R R	6/16/2020 6/16/2020		349,772.06CR 213,470.38CR	092502 092502	563,242.44
8167	SARA DUQUAINE I-202006090658	SARA DUQUAINE	R	6/16/2020		480.00CR	092503	480.00
0086	ERC INC I-ERC-0520-6215	ERC INC	R	6/16/2020		429.00CR	092504	429.00
7767	FREEDOM OVERHEAD DOORS I-38508	FREEDOM OVERHEAD DOORS	R	6/16/2020		158.00CR	092505	158.00
5830	GRAEF INC I-109946 I-109947	GRAEF INC GRAEF INC	R R	6/16/2020 6/16/2020		2,175.00CR 1,625.00CR	092506 092506	3,800.00
0116	GRAINGER INC I-9536067284 I-9542192316	GRAINGER INC GRAINGER INC	R R	6/16/2020 6/16/2020		75.06CR 167.86CR	092507 092507	242.92
3889	GREEN BAY PIPE & TV CONTRACTORS LLC I-20-15 (2) FINAL	GREEN BAY PIPE & TV CONTRACTOR	R	6/16/2020		19,472.30CR	092508	19,472.30
4902	HALRON LUBRICANTS INC C-1152421-00 I-1152196-00	HALRON LUBRICANTS INC HALRON LUBRICANTS INC	R R	6/16/2020 6/16/2020		60.00 1,865.43CR	092509 092509	1,805.43
8168	HEATHER HELLER I-202006090660	HEATHER HELLER	R	6/16/2020		813.00CR	092510	813.00
8169	SARA HERMSEN I-202006090661	SARA HERMSEN	R	6/16/2020		112.00CR	092511	112.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8170	JILLIAN HOCKMAN I-202006090662	JILLIAN HOCKMAN	R	6/16/2020		160.00CR	092512	160.00
7266	HOLTON BROTHERS INC I-9002 I-9003	HOLTON BROTHERS INC HOLTON BROTHERS INC	R R	6/16/2020 6/16/2020		3,585.00CR 3,048.00CR	092513 092513	 6,633.00
5484	HYDROCORP INC I-57597-IN	HYDROCORP INC	R	6/16/2020		2,648.00CR	092514	2,648.00
1399	INDOFF INC I-3372031 I-3372047 I-3372366 I-3373326	INDOFF INC INDOFF INC INDOFF INC INDOFF INC	R R R R	6/16/2020 6/16/2020 6/16/2020 6/16/2020		107.76CR 143.10CR 345.00CR 19.32CR	092515 092515 092515 092515	 615.18
7114	JONES SIGN CO INC. I-250742	JONES SIGN CO INC.	R	6/16/2020		263.75CR	092516	263.75
2602	JOSSART BROTHERS INC I-1530 I-1531 I-20-01B (2) I-20-02 (1)	JOSSART BROTHERS INC JOSSART BROTHERS INC JOSSART BROTHERS INC JOSSART BROTHERS INC	R R R R	6/16/2020 6/16/2020 6/16/2020 6/16/2020		258.50CR 5,208.50CR 219,774.90CR 302,919.71CR	092517 092517 092517 092517	 528,161.61
1276	JX ENTERPRISES INC I-14126013P I-14126270P I-14126274P I-14126327P I-14126334P I-14126502P I-14126810P I-14127128P I-14127269P I-14127294P	JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC	R R R R R R R R R R	6/16/2020 6/16/2020 6/16/2020 6/16/2020 6/16/2020 6/16/2020 6/16/2020 6/16/2020 6/16/2020 6/16/2020		97.57CR 75.20CR 20.75CR 50.04CR 3.26CR 3.01CR 23.51CR 9.03CR 8.72CR 7.97CR	092518 092518 092518 092518 092518 092518 092518 092518 092518 092518	 299.06
7737	GRACE LAHTELA I-202006090663	GRACE LAHTELA	R	6/16/2020		270.61CR	092519	270.61
8171	KATIE LEITERMAN I-202006090664	KATIE LEITERMAN	R	6/16/2020		160.00CR	092520	160.00

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8172	KRISTY LEURQUIN I-202006090665	KRISTY LEURQUIN	R	6/16/2020		742.00CR	092521	742.00
8173	KATIE MCCLINCHY I-202006090666	KATIE MCCLINCHY	R	6/16/2020		88.00CR	092522	88.00
0173	MENARDS INC I-63836 I-65777 I-65923 I-65938 I-66201 I-66226 I-66378 I-66424 I-66567 I-66678	MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC	R R R R R R R R R R R	6/16/2020 6/16/2020 6/16/2020 6/16/2020 6/16/2020 6/16/2020 6/16/2020 6/16/2020 6/16/2020 6/16/2020 6/16/2020		53.48CR 11.48CR 105.95CR 75.61CR 35.91CR 63.55CR 27.96CR 30.17CR 40.03CR 7.18CR	092523 092523 092523 092523 092523 092523 092523 092523 092523 092523 092523	 451.32
8174	JENNIFER MILOSAVLJEVIC I-202006090667	JENNIFER MILOSAVLJEVIC	R	6/16/2020		320.00CR	092524	320.00
3191	NCI I-AR18393	NCI	R	6/16/2020		74.85CR	092525	74.85
8175	LLOYD NINHAM I-202006090668	LLOYD NINHAM	R	6/16/2020		125.00CR	092526	125.00
0531	NORTHEAST AUTO PARTS INC C-347759 I-347634 I-347675 I-347703 I-347828 I-347951 I-348140 I-348206	NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC	R R R R R R R R	6/16/2020 6/16/2020 6/16/2020 6/16/2020 6/16/2020 6/16/2020 6/16/2020 6/16/2020		9.30 33.87CR 2.48CR 220.36CR 6.00CR 57.60CR 39.70CR 69.48CR	092527 092527 092527 092527 092527 092527 092527 092527	 420.19
8176	JENNIFER OLIVEIRA I-202006090669	JENNIFER OLIVEIRA	R	6/16/2020		44.00CR	092528	44.00
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC I-180815 I-180849	OSHKOSH FIRE & POLICE EQUIPMEN OSHKOSH FIRE & POLICE EQUIPMEN	R R	6/16/2020 6/16/2020		80.70CR 5,442.00CR	092529 092529	 5,522.70

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5222	P J KORTENS & CO INC							
	I-10022188	P J KORTENS & CO INC	R	6/16/2020		2,562.19CR	092530	
	I-10022195	P J KORTENS & CO INC	R	6/16/2020		379.50CR	092530	2,941.69
0197	PACKER CITY INTL TRUCKS INC							
	I-X101125483:01	PACKER CITY INTL TRUCKS INC	R	6/16/2020		77.31CR	092531	77.31
1331	PACKER FASTENER & SUPPLY INC							
	I-511763	PACKER FASTENER & SUPPLY INC	R	6/16/2020		102.05CR	092532	
	I-513998	PACKER FASTENER & SUPPLY INC	R	6/16/2020		50.84CR	092532	
	I-515252	PACKER FASTENER & SUPPLY INC	R	6/16/2020		140.00CR	092532	
	I-515636	PACKER FASTENER & SUPPLY INC	R	6/16/2020		159.68CR	092532	452.57
0525	PETROLEUM EQUIP SERVICE OF WI INC							
	I-20200111	PETROLEUM EQUIP SERVICE OF WI	R	6/16/2020		132.00CR	092533	
	I-70753	PETROLEUM EQUIP SERVICE OF WI	R	6/16/2020		147.32CR	092533	279.32
0208	POMP'S TIRE SERVICE INC							
	I-90064535	POMP'S TIRE SERVICE INC	R	6/16/2020		95.00CR	092534	95.00
1246	PREVEA HEALTH							
	I-127559	PREVEA HEALTH	R	6/16/2020		436.35CR	092535	436.35
0395	PRO ONE JANITORIAL INC							
	I-159479	PRO ONE JANITORIAL INC	R	6/16/2020		1,125.00CR	092536	1,125.00
8067	QUADIENT LEASING USA INC							
	I-N8317795	QUADIENT LEASING USA INC	R	6/16/2020		320.67CR	092537	
	I-N8317817	QUADIENT LEASING USA INC	R	6/16/2020		320.67CR	092537	641.34
7584	R LEWIS TECHNOLOGIES INC							
	I-10306	R LEWIS TECHNOLOGIES INC	R	6/16/2020		389.90CR	092538	389.90
1359	RAY O'HERRON CO INC							
	I-1969941-IN	RAY O'HERRON CO INC	R	6/16/2020		1,262.23CR	092539	1,262.23
3960	ROTO-ROOTER							
	I-19688	ROTO-ROOTER	R	6/16/2020		820.00CR	092540	820.00
8179	JAMIE SCHMIDT							
	I-202006090671	JAMIE SCHMIDT	R	6/16/2020		178.00CR	092541	178.00

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8098	SERVPRO OF EAST & WEST BROWN CO I-5179663	SERVPRO OF EAST & WEST BROWN C	R	6/16/2020		1,350.00CR	092542	1,350.00
2683	SOMMERS CONSTRUCTION CO INC I-19-06A (2) I-19-06B(5)	SOMMERS CONSTRUCTION CO INC SOMMERS CONSTRUCTION CO INC	R R	6/16/2020 6/16/2020		90,515.38CR 112,643.07CR	092543 092543	203,158.45
0252	SOUTHSIDE TIRE CO INC I-3089031	SOUTHSIDE TIRE CO INC	R	6/16/2020		286.00CR	092544	286.00
4094	STATE BAR OF WISCONSIN I-5078135 I-5078627	STATE BAR OF WISCONSIN STATE BAR OF WISCONSIN	R R	6/16/2020 6/16/2020		167.76CR 55.05CR	092545 092545	222.81
8180	CHRISTOPHER STREBEL I-202006090672	CHRISTOPHER STREBEL	R	6/16/2020		150.00CR	092546	150.00
8181	JENNIFER STREBEL I-202006090673	JENNIFER STREBEL	R	6/16/2020		98.50CR	092547	98.50
8149	SUPERIOR SEWER AND WATER INC I-20-01A (2)	SUPERIOR SEWER AND WATER INC	R	6/16/2020		206,231.11CR	092548	206,231.11
7588	THOMAS EMS I-34484	THOMAS EMS	R	6/16/2020		25.00CR	092549	25.00
8182	KRISTEN TROCHTA-MILLER I-202006090674	KRISTEN TROCHTA-MILLER	R	6/16/2020		25.00CR	092550	25.00
0268	TRUCK EQUIPMENT INC I-902013-00	TRUCK EQUIPMENT INC	R	6/16/2020		3.02CR	092551	3.02
5663	TYLER TECHNOLOGIES INC I-045-301017	TYLER TECHNOLOGIES INC	R	6/16/2020		25.00CR	092552	25.00
0272	UNIFORM SHOPPE INC I-299104 I-299211 I-299376 I-299575	UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC	R R R R	6/16/2020 6/16/2020 6/16/2020 6/16/2020		59.95CR 214.80CR 54.95CR 129.90CR	092553 092553 092553 092553	459.60
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC I-1702	VANDEN PLAS PORTABLE SOLUTIONS	R	6/16/2020		133.00CR	092554	133.00

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3767	VDH ELECTRIC INC I-22754	VDH ELECTRIC INC	R	6/16/2020		350.00CR	092555	350.00
3311	VINTON CONSTRUCTION CORP I-20-06 (1)	VINTON CONSTRUCTION CORP	R	6/16/2020		82,409.83CR	092556	82,409.83
5539	VORPAHL FIRE & SAFETY CORP I-215295272	VORPAHL FIRE & SAFETY CORP	R	6/16/2020		99.00CR	092557	99.00
8183	LEE VUE I-202006090675	LEE VUE	R	6/16/2020		125.00CR	092558	125.00
0975	WI DEPT OF NATURAL RESOURCES I-405208870-2020-1	WI DEPT OF NATURAL RESOURCES	R	6/16/2020		3,000.00CR	092559	3,000.00
6418	WI DEPT OF NATURAL RESOURCES I-WU89385	WI DEPT OF NATURAL RESOURCES	R	6/16/2020		125.00CR	092560	125.00
7710	WI HUMANE SOCIETY I-1702 I-1704	WI HUMANE SOCIETY WI HUMANE SOCIETY	R R	6/16/2020 6/16/2020		354.00CR 354.00CR	092561 092561	 708.00
7350	WI MEDIA I-3374544	WI MEDIA	R	6/16/2020		1,016.71CR	092562	1,016.71
8184	ELIZABETH WINK I-202006090676	ELIZABETH WINK	R	6/16/2020		25.00CR	092563	25.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	90	0.00	1,689,443.62	1,689,443.62
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	90	0.00	1,689,443.62	1,689,443.62

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 6-16-2020 VOUCHERS (9695 : Voucher approval.)

6/10/2020 9:04 AM

A / P CHECK REGISTER

PAGE: 9

PACKET: 06339 JUN 2020 COUNCIL - 2 6-16-20

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

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

FUND	PERIOD	AMOUNT
100	6/2020	64,682.23CR
201	6/2020	3,300.93CR
292	6/2020	30.00CR
295	6/2020	2.00CR
405	6/2020	1,597,815.46CR
601	6/2020	19,781.40CR
650	6/2020	3,831.60CR
=====		
ALL		1,689,443.62CR

Attachment: 6-16-2020 VOUCHERS (9695 : Voucher approval.)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2020

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #20-71 Authorizing Purchase of Parcel WD-377 from PEDS, LLC.

ATTACHMENTS:

- Reso20-71 (DOCX)

RESOLUTION #20-71

AUTHORIZING PURCHASE OF
PARCEL WD-377 FROM PEDS, LLC

WHEREAS, on May, 22, 2020, the City purchased vacant Parcel WD-376, located within the boundaries of TID #9 on Main Avenue in the City's West Side Downtown Business District; and

WHEREAS, vacant parcel WD-377, located immediately adjacent to WD-376 and owned by PEDS, LLC, is available for sale and was determined by a consultant hired by the City in July, 2019, to have a fair market value of \$43,000; and

WHEREAS, the parties have negotiated a purchase price for such parcel and the Council finds that the ability to combine Parcel WD-377 with WD-376 enhances the value of Parcel WD-377 such that the current fair market value of Parcel WD-377 is at least \$52,000; and

WHEREAS, the Council further finds it is in the public interest to acquire Parcel WD-377 from PEDS, LLC in order to provide a prime redevelopment site in TID #9; and

WHEREAS, this matter has been reviewed and recommended for approval by the Finance/Personnel Committee in May 2019 .

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Council authorizes the purchase of Parcel WD-377 from PEDS, LLC for the amount of \$52,000; and the Council further directs that Parcels WD-376 and WD-377 be combined upon the recording of the deed to the City from PEDS, LLC.

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 #20-71

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of June,
2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso20-71 (9703 : Resolution #20-71 Authorizing Purchase of Parcel WD-377 from PEDS, LLC)