Common Council

Regular Meeting

Revised Agenda

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

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

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **June 15, 2021** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

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

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the June 1, 2021 Common Council meeting.
4. Public Hearing on a request for a conditional use permit for part of Parcel WD-1047, at 2077 Lawrence Drive.
   - A. Notice of Public Hearing.
   - B. Recommendation from the Plan Commission.
   - C. Resolution #21-63 Authorizing and Approving a Conditional Use Permit (Parcel WD-1047; 2077 Lawrence Drive).
5. Public comment upon matters not on the agenda.
6. Proclamation dedicating and renaming City location in honor of former Mayor Michael J. Walsh.
7. Recommendation from the Sustainability Commission to approve Farmer's Market Booth Proposal
8. Recommendation from Finance/Personnel Committee to Approve Changes to Seasonal/Part-time Employee Wages
9. Recommendation from the Board of Public Works to approve Project Approach and Timeline for Gap Sidewalk Installation with exception granted to Lot 42 of Pine Trail Crossing (2562 E. Scarlet Oak Cir)

10. Recommendation of Board of Public Works to Approve Definitely De Pere's Request to Waive Public Works Fees Downtown Special Events Including: Farmer's Market, Art Walk, East/West Music Series, Food Truck Rally, Doggie Block Pawty and Holly Day.
11. Recommendation from the Board of Public Works to approve inclusion of Pedestrian and Bike Facilities for the Southern Bridge Corridor Design
12. Recommendation from the License Committee on an application for a premises description change submitted by La Vie Boheme.
13. Recommendation from the License Committee on the application for a Special Permit allowing consumption of alcohol beverages on public ways. Submitted by Definitely De Pere for the EastWest Music Series on Friday, June 25, July 23 and August 27 from 5:00pm to 9:00 pm.
14. Recommendation from the License Committee on the renewal applications for the licensing period of July 1, 2021 to June 30, 2022.

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

    B. Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor Licenses.
15. Ordinance #21-13 Amending Section 106-6(b)(2)B De Pere Municipal Code Regarding Sidewalk Cafe Permits.
16. Resolution #21-61 Authorizing Agreement for the Conveyance of Real Property By and Between the City Of De Pere and Scannell Development Company III, Inc. - referred back to staff on May 18, 2021.
17. Resolution #21-64 Authorizing Agreement for Consulting Services Between the City of De Pere and Ruekert & Mielke, Inc. (Sanitary Sewer Smoke Testing).
18. Resolution #21-65 Authorizing Agreement for Contractor Services Between the City of De Pere and Suburban Wildlife Solutions, LLC (Storm Water Detention Pond Trapping Services).
19. Resolution #21-66 Approving Compliance Maintenance Annual Report for Wastewater Collection System.
20. Resolution #21-67 Approving Reclassification of Office Assistant Positions to Administrative Assistants and Adjustment to Compensation Plan Grade Level.
21. Resolution #21-68 Approving Purchase of Online Safety Data Sheet Management Services of Kelleher, Helmrich and Associates, Inc.
22. Resolution #21-69 Awarding Official City Newspaper Contract.
23. Resolution #21-70 Adopting Brown County All Hazards Mitigation Plan.
24. Resolution #21-71 Authorizing Agreement for Consulting Services Between City of De Pere and Vierbicher Associates, Inc. (Community Development Block Grant Special Project Grant Program).
25. Consideration and possible action on Community Service Grant applications from the Master Gardeners of Brown County and the Health and Wellness Committee (Resurrection Parish).
26. Voucher approval.
27. Future agenda items.

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

    PLEASE TAKE NOTICE THAT, pursuant to Wis. Stats. §19.85(1)(g), the Council may convene in closed session to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.
    The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are authorized by law.

29. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Kirsten Masrelian, Stepping Stones Early Childcare
Stacie Maus, VHC Inc.
DDH LLC
Diane L & Gary L Tranberg
Humana Insurance Company
John F Holewinski
John N Dykema 2020 Trust
Michelle A & William F Donart
Michelle L Schadrie, Etal
Piontek Guy P & Jane Mary L Revocable Trust
Claudia Schultz, Master Gardeners of Brown County
Nicole Hoffmann, Resurrection Parish
Doreen Martin, La Vie Boheme
Definitely De Pere
Tark Ojha, Fairground BP
Andrew Krans, Strada Pizzeria
Lia Xiong, Eat30 Café
Lisa Van Remortel, Redesign & Consign

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the June 1, 2021 Common Council meeting.**

ATTACHMENTS:

- 6-1-21 Common Council Minutes_Draft (PDF)

Common Council

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

Regular Meeting

Draft Minutes

Tuesday, June 1, 2021 **7:30 PM** **Council Chambers and Virtual**

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the May 18, 2021 Common Council meeting.

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

4. Public Hearing on a discontinuance of a public thoroughfare at the 2000 Blk of Profit Place, adjacent to Parcels ED-2381, ED-2382, and ED-F0083.

A. Notice of Public Hearing.

City Clerk Carey Danen stated that the notice of public hearing was published in the Green Bay Press-Gazette on May 10, May 17, and May 24, 2021.

B. Recommendation from the Plan Commission.

Development Services Director Dan Lindstrom reported that this project has stalled since it was reviewed by the Plan Commission. The staff recommendation is to table the item for a set period of time so it can be reevaluated at a later date. Mayor Boyd declared the public hearing open; no one wished to speak so he then declared the public hearing closed.

C. Resolution #21-43 Regarding the Vacation of a Portion of a Public Thoroughfare (Right-of-way at the 2000 Block of Profit Place Adjacent to Parcels ED-2381, ED-2382 and ED-F0083).

Alderperson Raasch moved, seconded by Alderperson Ledvina to table the request for no less than six months, at which point it could be brought back to see if it is ready for a final determination.

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

5. Public Hearing on a discontinuance of a public thoroughfare at the 1800 Blk of Commerce Drive, adjacent to Parcels ED-344-102-6 and ED-D69-2.

A. Notice of Public Hearing.

City Clerk Carey Danen reported that the notice of public hearing was published in the Green Bay Press-Gazette on May 10, May 17, and May 24, 2021.

B. Recommendation from the Plan Commission.

Development Services Director Dan Lindstrom explained that this request is very similar to the previous item. Staff has the full design but would still recommend to table for six months. Mayor Boyd declared the public hearing open; no one wished to speak so he declared the hearing closed.

C. Resolution #21-44 Regarding the Vacation of a Portion of a Public Thoroughfare (Right-of-Way at the 1800 Block of Commerce Drive Adjacent to Parcels ED-D69-2 and ED-344-102-6).

Alderperson Raasch moved, seconded by Alderperson Carpenter to table the request for no less than six months, at which point it could be brought back to see if it is ready for a final determination.

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

6. Public comment upon matters not on the agenda.

None.

7. Presentation by Green Bay Metro on proposed micro-transit services.

Patty Kiewiz from Green Bay Metro gave a presentation on proposed changes to the transportation service's fixed routes, modifications to the paratransit boundary, & the

implementation of microtransit services. In the fall of 2019, the Green Bay Transit Commission approved a study on microtransit services. She explained that microtransit provides on-demand rides to connection points on the fixed route, similar to Uber or Lyft. It is a way to reduce costs for some areas that aren't as high demand/high use. Customers can book their ride by phone or app, on demand (not in advance); in the pilot area they are currently averaging 15 minute response time. They use the same contractor that provides paratransit service. The microtransit vehicles are ADA accessible so they can be used by paratransit customers as well. GB Metro wanted to maintain the same cost (riders can use the same monthly pass with fixed route or microtransit). Customers can take microtransit from zone to zone (i.e. directly from East De Pere to NWTC), or to a transfer point. Service from 8:45 - 10:45 PM will be entirely microtransit. The presentation included a map showing the proposed microtransit zone for De Pere; Walmart and Syble Hopp School are also included in addition to the zone area.
Ms. Kiewiz noted that municipalities receive money back if Green Bay Transit comes in under budget; if they are over budget communities are invoiced for the difference. Paratransit is a federally required to provide door to door service. Current paratransit users will be grandfathered in, but after August, anyone approved for the service would have to follow the new boundary. Green Bay Metro has a full time mobility coordinator who will help people plan out their route. Public information meetings are being held, and a public hearing is scheduled for June 8th. The transit commission is scheduled to take action on June 30th, with approved changes to begin August 2nd. There is more information available on their website, www.greenbaymetro.org.

8. COVID-19 update from the Health Department.

Health Director Debbie Armbruster reported that they are doing more walk-in clinics, and they also have school clinics scheduled this week. They are planning another adolescent clinic in August before school starts. She reviewed several upcoming events where they will be providing pop-up clinics. The department has conducted 51 clinics to date, with over 2,000 doses administered.

9. Recommendation from Plan Commission to Approve an Extraterritorial 2 Lot Certified Survey Map at 2500 Oak Ridge CI in the Town of Ledgeview (Parcel D-490).

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

10. Recommendation from the Finance/Personnel Committee to Approve Memorial Options and Funding for Jerry Hasenberg, Jr.

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

11. Recommendation from the Board of Park Commissioners to Accept a $3,500 Grant from Wal*Mart Foundation.

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

12. Recommendation from the Board of Park Commissioners to Accept a $1,000 Donation from the De Pere Optimist Club for Entertainment at the Beer Gardens.

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

13. Recommendation from the Board of Park Commissioners to Accept a $1,500 Donation from Immel Construction for Beer Gardens.

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

14. Recommendation from the Board of Park Commissioners to Accept a Donation from De Pere Girls Softball to Install Fence Cap and Signage at Optimist Park.

Alderperson Carpenter asked if the fence caps and signs will stay up year round. Parks Director Marty Kosobucki reported that staff's intention is to leave them up; the signs are permanently mounted, and the fence caps would take up a lot of storage space.

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

15. Recommendation from the Board of Park Commissioners to Accept a Tree Donation from Wisconsin Public Service valued at $400.

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

16. Recommendation from the Board of Park Commissioners to Accept a Tree Donation from the Green Bay Packers, WDNR, Green Bay Packaging and Essity valued at $2,800.

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

17. Recommendation from the Board of Park Commissioners to Accept Donation of Trees from American Transmission Company (ATC) valued at $250.

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

18. Consideration and Possible Action on Request to Change Cabana Rental Fee at VFW Aquatic Facility.

Alderperson Raasch asked why this item didn't go to the Park Board. Parks Director Marty Kosobucki explained it was a timing issue, because staff would like to get this approved prior to the pool opening. He confirmed that there are three sections to the cabana, so the cost to rent the entire cabana would be $45.

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

19. Consideration and Possible Action on the Request of Definitely De Pere for $10,000 in funding for the 2021 East/West Music Series, with funding to come from the Public Arts Initiative allocation of the Excess Stadium Tax Proceeds Fund.

Alderperson Hansen asked for confirmation that the event will be self-sustaining next year. Alderperson Raasch moved, seconded by Alderperson Ledvina to open the meeting. Upon vote, motion carried unanimously. Definitely De Pere's Executive Director Tina Quigley explained they envision that the series will eventually become weekly, but they still expect it to be self-sustaining next year. Alderperson Raasch moved, seconded by Alderperson Carpenter to close the meeting. Upon vote, motion carried unanimously.

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

20. Recommendation from the License Committee regarding the application for a Special Permit allowing consumption of alcohol beverages on public ways. Submitted by Definitely De Pere for the Farmers Market on Thursdays, June 17 - August 26 from 3:00 p.m. - 8:00 p.m.; and Thursdays, September 2 - September 23 from 3:00 p.m. - 7:00 p.m.

Alderperson Hansen requested that Mayor Boyd give members of the audience an opportunity to speak on this item. No one came forward, virtually or in person, in response to the Mayor's offer to open the meeting.

RESULT:	**APPROVED [7 TO 1]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Eserkaln, Kundinger, Ledvina, Quigley, Raasch, Ruh
NAYS:	Jonathon Hansen

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

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

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

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

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

22. Consideration and Possible Action on Request to Terminate Reopening City Facilities Plan.

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

23. Appointment to boards and commissions by Mayor Boyd.

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

24. Voucher approval.

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

25. Future agenda items.

None.

26. Adjournment.

Alderperson Ledvina moved, seconded by Alderperson Ruh to adjourn the meeting at 8:33 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 15, 2021**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**C. Resolution #21-63 Authorizing and Approving a Conditional Use Permit (Parcel WD-1047; 2077 Lawrence Drive).**

On May 24, 2021 Plan Commission unanimously recommended approval of the conditional use permit request by a vote of 7-0.

ATTACHMENTS:

- Reso21-63 (PDF)
- Public Hearing Notice - Day Care - Class II FINAL (DOCX)
- 05-24-21 PC Report - CUP for Day Care at 2077 Lawrence DR (DOCX)
- Application Form and Supporting Documents (PDF)
- Building Floor Plan for one unit (PDF)

RESOLUTION #21-63

AUTHORIZING AND APPROVING A CONDITIONAL USE PERMIT
(Parcel WD-1047; 2077 Lawrence Drive)

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 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 15th day of June, 2021 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:

1. The Common Council hereby finds and determines that an application for a Conditional Use Permit has been made by a party in interest meeting the requirements of §14-30, De Pere Municipal Code (DPMC); further, that the standards relating to the conditional use as set forth in §14-30(5), DPMC, have been or will be complied with; and that the Common Council does therefore and hereby, pursuant to §14-30(6), DPMC, authorize and grant a conditional use permit as provided at §14-51(2)(b), DPMC, for purposes of permitting a daycare center complimentary to businesses and industries within the De Pere Business Park located at 2077 Lawrence Drive, Parcel WD-1047, within the I-B-1 Industrial Business-1 District; and

2. This authorization is further subject to compliance with any other terms and conditions of the Plan Commission.

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

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 5/24/2021

Publish: May 31, 2021 and June 7, 2021 in the Green Bay Press-Gazette (Class II Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, June 15, 2021** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on a request for a conditional use permit for part of Parcel WD-1047, at 2077 Lawrence Drive.

The applicant makes this request in order to allow a day care center within the I-B-1 Zoning District. The day care center is proposed to operate Monday through Friday from 7:00am – 6:30pm.

The public may attend the meeting either in person in the Council Chambers (2nd Floor City Hall, 335 S. BROADWAY ST, De Pere WI) or electronically. Electronic or telephonic access to the meeting is below: Computer/smart phone accessing https://www.gotomeet.me/DePere OR dial by phone: United States (Toll Free): 1-866 899-4679 United States: +1 (312) 757-3117 Access Code: 154-883-285.

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

Dated this 31st day of May, 2021.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk

ITEM 7: **Consideration and possible action for a Conditional Use Permit application for a day care center in an I-B-1 Industrial District at 2077 Lawrence Drive (Parcel WD-1047).***

PROPOSED CONDITIONAL USE PERMIT LOCATION



REQUESTED ACTION: Conditional Use Permit Approval.

COMMON DESCRIPTION: 2077 Lawrence DR, located south and east from the Lawrence DR and Fortune AV intersection. Known as the Lawrence DR Office Complex.

PARCEL NUMBER(S): WD-1047

ZONING: Industrial-Business-1 District (I-B-1)

APPLICANT/OWNER:

Authorized Representative	Property Owner
Kirsten Conrad, President	VHC INC
Stepping Stones Early Childcare	ATTN: Stacie Maus, Property Manager
830 Roth RD	3090 Holmgren WY
De Pere, WI 54115	Green Bay, WI 54304-5736

SITE HISTORY: Based on air photographs dating back to 1938 the site was used for agricultural purposes until the 1990's. In 1997 the site was proposed for development in phases as a four-to-five building office complex. The subject 9,514 SF building was renovated in 2004. A fifth building was never added to the site.

On May 29, 2018 and June 19, 2018 The Plan Commission and Common Council reviewed and approved a similar conditional permit request at the adjacent 2073 Lawrence DR.

On May 11, 2021 the same petitioner for the 2018 request submitted a conditional use permit for the subject 2077 Lawrence DR to allow for a day care center within the building, which is zoned I-B-1 District. The proposed use is expected to occur within approximately half of the building with future expansion potential into the entire building.

STAFF REVIEW:

Per Municipal Code 14-51(2)(b), in the I-B-1 District a conditional use permit is required for *"Daycare centers complimentary to businesses and industries located in the De Pere Business Park."*

A document, written by the petitioner to summarize their conditional use submittal requirements is attached with this report. The petitioner plans on expanding into both Unit A (4,764 SF) and Unit B (4,750 SF) of the building but will initially utilize only one of the units. The initial capacity for the facility is expected to hold approximately 20 children, aged six months to 12 years old, with up to five adult staff employees.

- The proposed daycare at 2077 Lawrence DR specializes in autism and would be open to the entire business park and city residents as a daycare center.
- The existing daycare conditional use permit for the adjacent building at 2073 Lawrence DR provides outpatient therapy for children with autism and other developmental delays.

In order for a conditional use to be recommended by Plan Commission, the following standards must be addressed, per Municipal Code 14-30(5):

a) That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

b) That the conditional use will not be injurious to the use and enjoyment of other property in the orderly development and improvement in the immediate vicinity for the purposes already permitted nor substantially diminish or impair property values within the neighborhood;

c) That adequate facilities, access roads, drainage, and/or necessary facilities have been or are being provided;

d) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and

e) That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Council pursuant to the recommendations of the Plan Commission.

The following are staff findings related to the above standards:

- The proposed use is for a day care facility that provides a service to employees of the business park and also for residents of the City. The day care facility will operate Monday through Friday from 7:00am – 6:30pm. The business is proposed to open with a capacity of 20 children, aged six months to 12 years old, with up to five adult staff employees, with potential to expand into the entire building and doubling capacity to 40. . The request is utilizing an existing structure and onsite parking with access to a main thoroughfare. Impacts to the public are minimal.

- The I-B-1 District is designed to allow for day care centers complimentary to businesses and industries located in the De Pere Business Park. The day care center is not exclusive to business park employees only; the facility can serve both employees and City residents. The next nearest off-site building is a single family residence that is 300' away with a storm pond parcel in between the two properties. A vacant business park property lies closest to the building to the east. Impacts to adjacent properties are minimal.

- The building, access drives, storm water drainage, etc. already exists as the parcel (four buildings, parking, drive lanes, etc.) was developed in phases between 1997 and 2001.

- Ingress and egress to Lawrence DR already exists as the driveway, drive lanes, and parking lot was developed between 1997 and 2001.

- The design of the existing site conforms to the City of De Pere Municipal Code and was approved as a site plan in 1997. A day care center may be considered in the I-B-1 District as a conditional use, if approved by the City of De Pere. Exterior alterations are not required.

In addition to the staff review and report to Plan Commission, all property owners within 300' Of the subject area have been notified of this application. Two of the five residential properties on the north side of N. Honeysuckle Circle were greater than 300 feet away. To prevent confusion among neighbors with the appearance of "missed" properties, the two properties were also added to the notification list by staff.

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. That meeting is scheduled for June 15, 2021.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the Conditional Use Permit application to allow a day care center at 2077 Lawrence Drive. The proposed hours of operation of the facility are Monday through Friday only, from 7:0am – 6:30pm. The capacity of the facility is approximately 20 children ranging from age 6 weeks to 12 years old, with potential to double in capacity to 40 children.

DE PERE RUNS DEEPER	CITY OF DE PERE APPLICATION FOR CONDITIONAL USE	Fee: $ 305.00 Receipt #: Date:

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity)	Authorized Representative	Title	
Stepping Stones Early Childcare	Kirsten Masrelian	CEO	
Mailing Address	**City**	**State**	**ZIP Code**
830 Roth Road	De Pere	WI	54115
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	
kirsten.masrelian@gmail.com	(920) 737-5325	(920) 351-3043	

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

Name (Ind. Org. or Entity)	Contact Person	Title	
VHC Inc	Stacie Maus	Property manager	
Mailing Address	**City**	**State**	**ZIP Code**
3090 Holmgren Way	Green Bay	WI	54304
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	
SMaus@bestbuiltinc.com	920-337-6488		

SECTION 3: Project or Site Location

Project Address/Description	Parcel No.
2077 B Lawrence Drive, De Pere, WI	

SECTION 4: Proposed Conditional Use

Existing Zoning:	I-B-1
Present Use of Parcel:	Vacant
Proposed Use of Parcel:	Daycare
Present Use of Adjacent Properties:	Autism treatment center - outpatient

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print)	Title	Phone Number
Kirsten Masrelian	CEO	920 (737) 5325
Signature of Applicant		**Date Signed**
Kirsten Masrelian		

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):	

CONDITIONAL USE SUBMITTAL REQUIREMENTS

A. Name of project/development.

B. Summary of the Conditional Use and general operation of proposed use.

C. Written responses to the Conditional Use Standards:

a. That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

b. That the conditional use will not be injurious to the use and enjoyment of other property in the orderly development and improvement in the immediate vicinity for the purposes already permitted nor substantially diminish or impair property values within the neighborhood;

c. That adequate facilities, access roads, drainage, and/or necessary facilities have been or are being provided;

d. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and

e. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Council pursuant to the recommendations of the Plan Commission.

D. If applicable, scale site map of project/development. If site plan review is required for the project, all efforts should be made to review the site plan and conditional use permit request at the same Plan Commission meeting.

E. Project timeline.

F. Other information as requested by staff that would be considered pertinent by the Plan Commission.

CONDITIONAL USE SUBMITTAL REQUIREMENTS

A. Name of project/development.
Stepping Stones Early Childcare, LLC

B. Summary of the Conditional Use and general operation of proposed use.
Proposal to use existing building for childcare for ages 6 weeks to 12 years. I currently own and operate an outpatient autism treatment center next door to the proposed location, and this would help expand the care we are able to provide to an underserviced population within our own city. The daycare would allow added care for our employees, as well as our clients and their siblings who are sometimes unable to receive child care due to their disabilities.

C. Written responses to the Conditional Use Standards:

a. That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

Granting this establishment will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare. This establishment will be an aid to the community. It will provide busy and stressed parents and caregivers some respite and reprieve, and provide a safe place for our underserved community members to go.

b. That the conditional use will not be injurious to the use and enjoyment of other property in the orderly development and improvement in the immediate vicinity for the purposes already permitted nor substantially diminish or impair property values within the neighborhood;
This establishment will help bring value to the neighborhood by providing a safe space for children located within walking distance of several subdivisions.

c. That adequate facilities, access roads, drainage, and/or necessary facilities have been or are being provided;
Yes.

d. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
Yes.

e. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Council pursuant to the recommendations of the Plan Commission.
Yes.

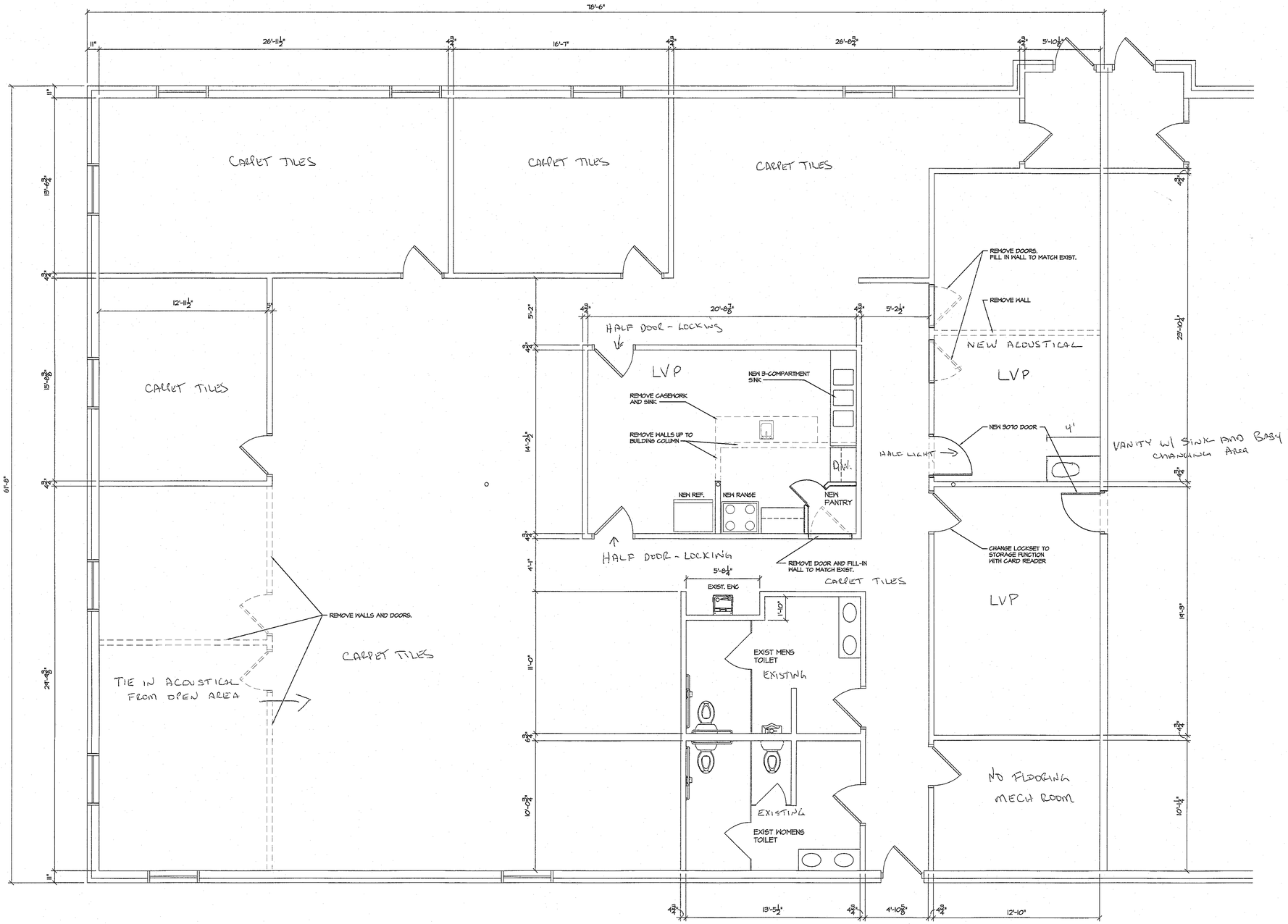
D. If applicable, scale site map of project/development. If site plan review is required for the project, all efforts should be made to review the site plan and conditional use permit request at the same Plan Commission meeting.

E. Project timeline.

Hopefully looking to open in summer of 2021.

F. Other information as requested by staff that would be considered pertinent by the Plan Commission

Will be happy to provide as needed.



FLOOR PLAN

SCALE: 1/4" = 1'-0"

N

HARRIS & ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
2718 NORTH MEADE ST.
APPLETON, WI. 54911
TEL: (920) 733-8377
FAX: (920) 733-4731

REV. NO.	DESCRIPTION	DATE	BY
	-	-	-

PROJECT: BEST BUILT MILESTONE BEHAVIORAL
LOCATION: 2077B LAWRENCE DRIVE DE PERE, WISCONSIN
DESCRIPTION: FLOOR PLAN

DRAWN BY: RDT
CHECKED BY:
DATE: 03-23-21
SHEET: A1.0
PROJECT-NUMBER: 7753

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Proclamation dedicating and renaming City location in honor of former Mayor Michael J. Walsh.**

ATTACHMENTS:

- PROCLAMATION- Mayor Walsh Plaza - Final (PDF)

PROCLAMATION

IN DEDICATING AND RENAMING CITY LOCATION IN HONOR OF FORMER MAYOR MICHAEL J. WALSH

WHEREAS, *our City profoundly benefited throughout 24 years of leadership and vision from Michael J. Walsh, who served as our mayor from April 1996 to April 2020; and*

WHEREAS*, during Walsh's tenure as mayor, the City saw new subdivisions and houses sprawl on both sides of the river, as did a litany of new businesses, including a revitalized downtown, massive corporate headquarters and manufacturing centers in De Pere's ever-growing business parks; and*

WHEREAS*, many more contributions came from Mayor Walsh's tenure, including thriving community events; blossoming public art and cultural opportunities such as Downtown Murals, Nicolet Alley and the planned Mulva Cultural Center; and exciting new community fixtures like the Claude Allouez Bridge, The Riverwalk, Southwest Park, the De Pere Community Center and numerous others; and*

WHEREAS*, there are far too many additional accomplishments and contributions stemming from his efforts to mention, but each one of them is appreciated; and*

WHEREAS*, throughout his tenure, Mayor Walsh served this prosperous time in De Pere as a noble, thoughtful example of what our community strives to be: Rooted in strong values, forward thinking, down to earth, and, perhaps most notably, genuine; and*

WHEREAS*, for the continued betterment of our City, Mayor Walsh worked tirelessly with employees at the City of De Pere; many different Common Councils; numerous volunteers; as well as local schools, residents and businesses; and*

WHEREAS, *before being elected mayor in 1996, Walsh also served 14 years on the City Park Board, and thus has contributed nearly four decades of overall service to the community; and*

WHEREAS*, we are immeasurably grateful for the efforts of Michael J. Walsh, and wish to dedicate a lasting monument to his impact on our City; and*

WHEREAS*, we feel the serene and beautiful rest area on James Street serves as a fitting place to remember and permanently honor Michael J. Walsh and his many contributions to De Pere;*

NOW, THEREFORE, *I, James Boyd, Mayor of the City of De Pere, Wisconsin, on behalf of the De Pere Common Council and all De Pere citizens, congratulate and thank Michael J. Walsh for his invaluable service to our community, and hereby declare De Pere's James Street mall area officially be known to De Pere residents and visitors alike – now and forevermore – as Michael J. Walsh Plaza, with a formal dedication ceremony to be held July 14, 2021, at 11 a.m.*

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of De Pere, Wisconsin, this 15th day of June 2021.

CITY OF DE PERE, WISCONSIN

_____

James G. Boyd, Mayor

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**Sustainability Commission**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Sustainability Commission to approve Farmer's Market Booth Proposal**

The Sustainability Commission at the June 8, 2021 meeting approved the proposal to staff a booth at the De Pere Farmer's Market to promote at-home sustainable practices, collect plastic bags for Trex, distribute native plant species, and provide information about stormwater and best management practices and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- Farmer's Market Request (PDF)

Scott Thoresen

From: Renee Gasch <renee.gasch@gmail.com>
Sent: Thursday, June 3, 2021 7:56 AM
To: Betty Sellenheim; Scott Thoresen; Shana Defnet Ledvina
Subject: Farmer's Market Booth for the agenda

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

Hi Scott and Betty,

I have one more thing to add to the agenda! I checked in with Definitely De Pere and they are still ok with us doing a booth at the De Pere Farmer's Market.

De Pere Farmer's Market Booth Proposal

Proposal: Staff a booth at the De Pere Farmer's Market every first Thursday of the month to meet with community members and discuss sustainability projects.

Needs: Recruit six volunteers for three shifts. Create signage to promote Plastic Bag Recycling, No Mow May, and the Coal Tar Ban. Collect plastic bags at the booth and distribute reusable plastic bags and native plants to guests.

July 1, 4-8pm
August 5, 4-8pm
September 2, 3-7pm

Renee Gasch
920-366-3780
--
Renee Gasch (she)
920-366-3780

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Recommendation from Finance/Personnel Committee to Approve Changes to Seasonal/Part-time Employee Wages**

ATTACHMENTS:

- Memo to Finance and Council on 2022 Seasonal rates (PDF)
- 2022 Seasonal Wages Redline (PDF)

CITY OF DE PERE
MEMO

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
Date: June 8, 2021

RE: **Recommended changes to Seasonal/Part-time Employee Wages**

Note: At the June 8, 2021 Finance/Personnel Committee the below recommendation was approved unanimously.

Attached please find the 2022 pay recommendations for the Seasonal/Part Time (Non-Benefit Eligible) Employee Wage Scale.

Human Resources reviewed all positions and met with supervisors to discuss the difficulties they are having filling certain positions. Based on market data and/or difficulty filling positions, we are recommending moving positions and adding additional pay levels effective January 1, 2022, which will allow departments to budget for the changes. We are recommending adding a Lead Pool Manager position effective upon approval of the proposed wage scale.

The miscellaneous wage rate section includes positions that are more professional in nature, work year-round and require a degree/license. We are recommending moving the Accountant and the Training & Safety Officer (Fire) to the miscellaneous classification and adding Human Resources Recruiter, which is a position that had started out as a very temporary position, but has evolved into a year round, part-time position. We are recommending adding steps to the miscellaneous classification that are 2.5% between steps, which is similar to our administrative wage schedule that we use for the rest of our year-round benefit eligible employees.

We bring forward this wage schedule for approval each year when we have recommended changes. Some years this may only include one or two positions being adjusted. Sometimes there is a need to make an adjustment after approval is obtained due to various reasons. Therefore, to be more efficient with our processes, we are asking for approval to allow the Human Resources Director, with the approval of the City Administrator, to have the ability to move positions between pay levels, based on market and/or difficult to fill position each year. We would still bring forward for approval newly created positions.

Please feel free to contact me at 339-4045 if you have questions prior to the meeting.

Thank you.

DRAFT

2022 Seasonal/Part Time (Non-Benefit Eligible) Employee Wage Scale

Wages Effective: January 1, ~~2021~~2022

~~Updated 3/19/2021~~Changes 05/19/2021

Position	Step 1	Step 2	Step 3	Step 4	Employment Period
~~Level 1~~ ~~- Pool Facility Attendant~~	~~$9.25~~	~~$9.50~~	~~$9.75~~	~~$10.00~~	 ~~Summer~~
~~Level 2~~ ~~- Assistant Instructor~~ ~~- Recreation Office Assistant~~ ~~- Recreation Intern~~ ~~- Community Center Facility Attendant~~ ~~- Playground Leader~~ ~~- Event Server^^~~	~~$10.00~~	~~$10.25~~	~~$10.50~~	~~$10.75~~	 ~~Year Round~~ ~~Summer~~ ~~Summer~~ ~~Year Round~~ ~~Summer~~ ~~Summer~~
Level ~~3~~1 - Event Server^^ - Pool Facility Attendant - Playground Leader ~~- Kidz Zone & Camp Counselors~~ - Assistant Instructor - Youth Recreation Supervisor	$10.50	$10.75	$11.00	$11.25	 Summer Summer Summer ~~Summer~~ Year Round Winter
Level ~~4~~2 - Kidz Zone & Camp Counselors - Community Center Facility Attendant - Recreation Office Assistant - Recreation Intern ~~- Community Center Maintenance~~ ~~- Basketball Supervisor~~ ~~- Lifeguard***~~ - Election Inspector ~~- Park, Street & Water Maintenance Laborer~~ ~~- Sign Maintenance Aide~~ ~~- Shop Assistant~~ ~~- Building Maintenance Assistant~~ ~~- Community Services Officer~~	$11.00	$11.25	$11.50	$11.75	 Summer Year Round Summer Summer ~~Year Round~~ ~~Fall-Winter~~ ~~Summer~~ As needed ~~Summer~~ ~~Summer~~ ~~Summer~~ ~~Summer~~ ~~Year Round~~
Level ~~5~~3 ~~- Tennis Instructor~~ ~~- Park Maintenance Lead~~	$12.00	$12.25	$12.50	$12.75	 ~~Summer~~ ~~Spring-Fall~~

Position	Step 1	Step 2	Step 3	Step 4	Employment Period
Level ~~6~~4	$13.00	$13.25	$13.50	$13.75	
- Park, Street & Water Maintenance Laborer					Summer
- Sign Maintenance Aide					Summer
- Shop Assistant					Summer
- Building Maintenance Assistant					Summer
- Lifeguard/Swim Instructor***					Summer
- Community Services Officer					Year Round
- Tennis Instructor					Summer
- Art/Theatre Instructor					Year Round
~~- Fitness Instructor~~					~~Year Round~~
- Tae Kwon Do Instructor/Tai Chi Instructor					Year Round
~~- Water Aerobics Instructor~~					~~Year Round~~
- Youth Activity Instructor					Year Round
~~- Economic Development Intern~~					~~As Needed~~
- Election Specialist					As Needed
~~- Development Services Intern~~					~~As Needed~~
~~- GIS Intern~~					~~As Needed~~
~~- Water Department Intern~~					~~As Needed~~
Level ~~7~~5	$14.00	$14.25	$14.50	$14.75	
- Community Center Maintenance					Year Round
- Basketball Supervisor					Fall-Winter
- Fitness Instructor					Year Round
- Water Fitness Instructor					Year Round
- Parent Child Aquatics Instructor (previously classified under Lifeguard/Swim Instructor)					Year Round
- Park Maintenance Lead					Spring-Fall
- Water Department Intern					As Needed
- Development Services Intern					As Needed
- Chief Election Inspector					As Needed
- Dance, Pom, Twirling & Tumbling Instructor					Year Round
- Enrichment Instructor					Year Round
~~- Pool Manager~~					~~Summer~~
- Event Manager^^					Summer
Level ~~8~~6	$15.00	$15.25	$15.50	$15.75	
- Spring/Fall Maintenance (previously classified under Park, Street & Water Laborer)					Spring/Fall
- Paid On Call Firefighter****					Year Round
- Paid On Premise Firefighter**** / ******					Year Round
~~- Training & Safety Officer (Fire)**** / ******~~					~~Year Round~~

Position	Step 1	Step 2	Step 3	Step 4	Employment Period
Level ~~9~~7 - Pool Manager - Band Director ~~- Yoga/Pilates/Zumba with basic certification *~~ - Video Production Assistant^ ~~- Engineering Aide~~	$16.50	$16.75	$17.00	$17.25	Summer Spring-Summer ~~Year Round~~ Year Round ~~Summer~~
Level ~~10~~8 - Yoga/Pilates/Zumba with basic certification * - Engineering Aide - Crossing Guard***** - Rubbish Site Attendant	$17.00	$17.25	$17.50	$17.75	Year Round Summer Year Round Spring-Fall
Level 9	$18.00	$18.25	$18.50	$18.75	
Level 10	$19.00	$19.25	$19.50	$19.75	
Level 11 - Lead Pool Manager - Yoga/Pilates/Zumba with advance certification after 1 yr. employment unless approved by Mgr. (ACE, AFAA, E-RYT 500 hrs) * - Snow Plow Driver - Seasonal Maintenance Worker (CDL Req'd) ~~- Accountant~~	$20.00	$20.25	$20.50	$20.75	Summer Year Round Winter Spring & Fall ~~Year Round~~
Non-Classified Wage Rates	~~$9.50~~	~~$9.75~~	~~$10.00~~	~~$10.25~~	
- Scorekeeper	$10.50/ga	$10.75/ga	$11.00/ga	$11.25/ga	Fall-Winter
- Kickball Official**	$14.00/ga	$14.25/ga	$14.50/ga	$14.75/ga	Summer
- Flag Football Official	$14.00/ga	$14.25/ga	$14.50/ga	$14.75/ga	Fall
- Slow/Co-ed Softball Umpire**	$17.00/ga	$17.25/ga	$17.50/ga	$17.75/ga	Summer-Fall
- Basketball Official**	$22.00/ga	$22.25/ga	$22.50/ga	$22.75/ga	Fall-Winter
- WIAA Certified Basketball Official**	$25.00/ga	$25.25/ga	$25.50/ga	$25.75/ga	Fall-Winter

Misc. Wage Rates (2.5% increase between steps)					
- Plumbing Inspector	$30.00/hr	$30.75/hr	$31.52/hr	$32.31/hr	Year Round
- Electrical Inspector	$30.00/hr	$30.75/hr-	$31.52/hr-	$32.31/hr -	Year Round

- Human Resources Recruiter	$23.00/hr	$23.58/hr-	$24.17/hr-	-$24.77/hr	Year Round
- Accountant	$20.00/hr	$20.50/hr	$21.01/hr	$21.54/hr	Year Round
- Training & Safety Officer (Fire)**** / ******	$15.00/hr	$15.38/hr	$15.76/hr	$16.15/hr	Year Round

The step scale is designed to reward employees for good work performance and continual years of service. Employees are given a step increase with supervisor approval, for each year they return to same employment or each January 1st with satisfactory work performance. (New hires hired after June 30th will receive an increase the second January 1st after start date or when returning for a second season, whichever happens first)
- First year employees in any classified level shall start at Step 1, unless approved otherwise approved by the department head.
- All classified positions are not eligible for additional step increases past Step 4.

The program includes: admission to one program per season (up to 3 per year). The incentive program is administered at the discretion of the supervisor of the department.

* Eligible to earn incentive pay based upon number of participants enrolled. Incentive pay ranges an additional .25 hours to 1.25 hours per class.

** Umpires or officials that are scheduled with a partner and work a game alone will be paid at 1.5 times the game rate.

*** The City will pay for lifeguard certification for new lifeguards, and WSI certified lifeguards, contingent on staff successfully completing one season of employment as a full time staff member. Substitute guards are not eligible for reimbursement of their lifeguard certification.

**** Receives $50/month on-call pay if meet minimum response requirements for emergency incidents and duty crew. Responses will be reviewed annually by department.

***** Receives $20/month gas stipend for regular assigned guards. This benefit is discontinued for guards assigned to a regular position on or after April 1, 2019.

****** Receives $0.25/hour for each of the following certifications: Firefighter II, Fire Inspector, Driver Operator Pumper, Driver Operator Aerial, Emergency Services Instructor, Fire Officer I, Fire Officer II;
Receives $1.00/hour for EMT-P Licensure

^ Paid at least a minimum of 2 hours each day worked

^^ Bartenders License required and shall be reimbursed by the City upon successful attendance of at least three events.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to approve Project Approach and Timeline for Gap Sidewalk Installation with exception granted to Lot 42 of Pine Trail Crossing (2562 E. Scarlet Oak Cir)**

The Board of Public Works at the June 7, 2021 meeting approved the project approach and timeline for gap sidewalk installation with exception granted to Lot 42 of Pine Trail Crossing (2562 E. Scarlet Oak Cir) and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2021 0607 CI_BOPW_Gap_Sidewalk (DOCX)
- 2021 0524 CE_Project_22-05_Gap_Sidewalk_Notice (PDF)
- 2021 Estimated Sidewalk & Sidewalk Replacement Costs (PDF)
- Exhibit 1 - River Park Seventh (PDF)
- Exhibit 2 - Trailside Estates (PDF)
- Exhibit 3 - Pine Trail Crossing (PDF)
- Exhibit 4 - Garrity's Glen (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 7, 2021

RE: Consideration and Approval of Project Approach and Timeline for Gap Sidewalk Installation*

Annually, the Engineering Staff reviews vacant parcels for the installation of sidewalks. On September 12, 2016, the Board of Public Works approved the following policy regarding sidewalk installation:

> "*Concrete sidewalks shall be constructed in the right-of-way as set forth herein where the following conditions exist:*
>
> 1. *Along the streets adjacent to a lot on which a building is constructed;*
> 2. *At least 80% of the lots are developed or 80% of the frontage is on lots that are developed, per side of the street; or*
> 3. *On all streets in subdivisions after it has been ten (10) or more years since the acceptance of the first building permit for the subdivision phase."*

Based on this guidance, the following parcels were identified to have sidewalks requiring installation:

Parcel ID	Location	Guidance	Exhibit
ED-2510	2193 Yahara Circle	10 Years	1
ED-2830	837 Killarny Trail[1]	10 Years	2
ED-2831	839 Killarny Trail[1]	10 Years	2
ED-2832	845 Killarny Trail[1]	10 Years	2
ED-2833	847 Killarny Trail[1]	10 Years	2
ED-3012	3030 Scarlet Oak Road	80% of Lots Developed	3
ED-3014	3018 Scarlet Oak Road	80% of Lots Developed	3
ED-3041	635 Diversity Drive	80% of Lots Developed	3
ED-3047	2683 W Scarlet Oak Circle	80% of Lots Developed	3
ED-3053	2562 E Scarlet Oak Circle	80% of Lots Developed	3
ED-3070	636 Diversity Drive	80% of Lots Developed	3
WD-1694	2475 Lawrence Drive	10 Years	4
WD-1696	2463 Lawrence Drive	10 Years	4
WD-1736	2406 Kilrush Road	10 Years	4

[1] Denotes a duplex condominium parcel.

Exhibits for each location, including sidewalk installation justification are included for consideration.

Property owners have been notified of the potential sidewalk installation on the following occasions:

- May 24, 2021: Letter notifying above listed owners of the recommended sidewalk installations and upcoming Board of Public Works and Common Council Meetings.
- June 4, 2021: Letter invitation to the Board of Public Works Meeting regarding the sidewalk installation recommendation.

Due to the large sidewalk installation requirements, there are significant charges anticipated due to this sidewalk order. As presented to the Board in May, the estimated sidewalk cost for new 4-inch sidewalk is $45.95 per linear foot. The costs for 2022 construction are unknown at this time. The table below provides the estimated charge for each parcel that would be required to install sidewalks using 2021 pricing:

Parcel ID	Location	Frontage (FT)	Estimated Charge
ED-2510	2193 Yahara Circle	230.04[2]	$10,570.34
ED-2830	837 Killarny Trail	42.50	$1,952.88
ED-2831	839 Killarny Trail	42.50	$1,952.88
ED-2832	845 Killarny Trail	42.50	$1,952.88
ED-2833	847 Killarny Trail	42.50	$1,952.88
ED-3012	3030 Scarlet Oak Road	80.02	$3,676.92
ED-3014	3018 Scarlet Oak Road	80.00	$3,676.00
ED-3041	635 Diversity Drive	250.16[2]	$11,494.85
ED-3047	2683 W Scarlet Oak Circle	80.00	$3,676.00
ED-3053	2562 E Scarlet Oak Circle	222.87[2]	$10,240.88
ED-3070	636 Diversity Drive	85.00	$3,905.75
WD-1694	2475 Lawrence Drive	80.11	$3,681.05
WD-1696	2463 Lawrence Drive	80.11	$3,681.05
WD-1736	2406 Kilrush Road	69.95[2]	$3,214.20

[2] Lot is located on a corner and actual sidewalk length installed would differ from right-of-way frontage.

The larger charges listed above are all corner properties that have frontage along two sides of the property.

Under the sidewalk program, the Board has approved a 5-year payback period for special charges in excess of $1,000 since 2019.

Project Approach and Timeline

In the past property owners have been given the opportunity to install their own sidewalk with a licensed concrete worker. If the property does not install their own sidewalk once ordered, the City installs and bills the property owner. Staff is proposing to allow property owners the opportunity to construction their own sidewalk in 2021 and early 2022. If the property owners do not install the sidewalk, the City will include with the project and charge.

As outlined above, several property owners have large lots. The cost of sidewalk will be large for these property owners. Staff is proposing to construct and charge the sidewalk in 2022 such that the Board of Public Works and Common Council can provide an extended time frame for paying.

The proposed timeline for the project construction is as follows:

1. Property owners have already been notified of the sidewalk installation and have been invited to this meeting. They are given to opportunity to construct sidewalk with a licensed contractor in 2021 and up to the end of June 2022.
2. In early 2022 the sidewalk charge rates will be established after the 2022 Sidewalk and Curb Repair Project is bid.
3. In early 2022, staff will bring for the recommendation for ordering installation of sidewalk for these properties, based on the rates established prior.
4. Sidewalks not installed by property owners by the end of June 2022 will be included in the City bid project. The cost for the sidewalk will be charged against benefitting properties.

Recommendation

Staff recommends that the Board of Public Works approve the project approach and timeline identified above. The order for installation of sidewalks will be brought to the Board of Public Works and Common Council in 2022. For sidewalk not constructed by June 30, 2022, the City will construct and charge property owners.

Attachments for this item include:

1. May 24, 2021 Letter Notifying Property Owners of Potential Sidewalk Installation
2. Estimated Sidewalk and Sidewalk Replacement Costs
3. Exhibit 1 – River Park 7th Addition Subdivision Sidewalk Gaps
4. Exhibit 2 – Trailside Estates Subdivision Sidewalk Gaps
5. Exhibit 3 – Pine Trail Crossing Subdivision Sidewalk Gaps
6. Exhibit 4 – Garrity's Glen Subdivision Sidewalk Gaps

CITY OF DE PERE

Public Works - Engineering Department

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

May 24, 2021

OWNER
ADDRESS1
ADDRESS2

Re: Sidewalk Installation for 2022
Project 22-05 Sidewalk and Curb Repairs
PARCEL ID, LOCATION

Dear Property Owner:

Annually, the City of De Pere reviews vacant parcels for the installation of sidewalks. Your parcel was identified as meeting the conditions set on September 12, 2016 by the Board of Public Works for sidewalk installation:

> *"Concrete sidewalks shall be constructed in the right-of-way as set forth herein where the following conditions exist:*
>
> 1. *Along the streets adjacent to a lot on which a building is constructed;*
> 2. *At least 80% of the lots are developed or 80% of the frontage is on lots that are developed, per side of the street; or*
> 3. *On all streets in subdivisions after it has been ten (10) or more years since the acceptance of the first building permit for the subdivision phase."*

Staff's recommendation to install sidewalk at various locations will be acted on by the Board of Public Works at their regularly scheduled meeting on June 7, 2021 at 7:30 PM. You will be notified separately of this meeting. The recommendation from staff will be that sidewalks shall be installed by June 30, 2022.

You can choose to install the sidewalk yourself or with a City licensed contractor. If the sidewalk installation is not completed by that date, your property will be added to the City's 2022 Sidewalk and Curb Repairs project and you will be charged for the sidewalk installation upon the project's completion.

Your cooperation towards the attainment of safer sidewalks is appreciated. If you should have any questions or concerns regarding this matter, please contact me at (920) 339-4072, ext. 2239 or email at ckuffel@deperewi.gov.
Sincerely,

PUBLIC WORKS DEPARTMENT

Chase Kuffel, P.E.
Assistant City Engineer

cc. Eric Rakers, City Engineer

CITY OF DE PERE

Public Works - Engineering Department

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

2021

ESTIMATED COSTS FOR NEW & REPLACEMENT SIDEWALK

NEW 4-INCH SIDEWALK		
Provide 4-inch Concrete Sidewalk	$6.56	
Provide ¾-inch Crushed Aggregate Base Course	0.72	
Drilled Tie Bars	0.07	
Subtotal (Per Square Foot)	$7.35	
5% Contingency	0.37	
20% Engineering & Administration	1.47	
Total (Per Square Foot)	**$9.19**	**($45.95 / LF)**
NEW 6-INCH SIDEWALK		
Provide 6-inch Concrete Sidewalk	$7.00	
Provide ¾-inch Crushed Aggregate Base Course	0.72	
Drilled Tie Bars	0.07	
Subtotal (Per Square Foot)	$7.79	
5% Contingency	0.39	
20% Engineering & Administration	1.56	
Total (Per Square Foot)	**$9.74**	**($48.70 / LF)**
REPLACEMENT 4-INCH SIDEWALK		
Remove and Replace 4-inch Concrete Sidewalk	$8.11	
Provide ¾-inch Crushed Aggregate Base Course	0.05	
Drilled Tie Bars	0.84	
Subtotal (Per Square Foot)	$9.00	
5% Contingency	0.45	
20% Engineering & Administration	1.80	
Total (Per Square Foot)	**$11.25**	**($56.25 / LF)**
REPLACEMENT 6-INCH SIDEWALK		
Provide 6-inch Concrete Sidewalk	$8.67	
Provide ¾-inch Crushed Aggregate Base Course	0.05	
Drilled Tie Bars	0.84	
Subtotal (Per Square Foot)	$9.56	
5% Contingency	0.48	
20% Engineering & Administration	1.91	
Total (Per Square Foot)	**$11.95**	**($59.75 / LF)**

X:\ENG\Projects\City Projects\2021\Project 21-05 Sidewalk and Curb Repairs\810- Special Charge\2021 Estimated Sidewalk & Sidewalk Replacement Costs.docx

CITY OF DE PERE

Public Works - Engineering Department

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

EXHIBIT 1
River Park Seventh Addition Subdivision
2193 Yahara Circle



S:\PW Secretary\Board Meetings\2021\June\2022 Gap Sidewalk Orders\Exhibit 1 - River Park Seventh.docx

CITY OF DE PERE

Public Works - Engineering Department

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

EXHIBIT 2
Trailside Estates Subdivision
837-839 & 845-847 Killarny Trail



S:\PW Secretary\Board Meetings\2021\June\2022 Gap Sidewalk Orders\Exhibit 2 - Trailside Estates.docx

CITY OF DE PERE

Public Works - Engineering Department

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

EXHIBIT 3
Pine Trail Crossing Subdivision
3030 & 3018 Scarlet Oak Road,
635 & 636 Diversity Drive
2683 W Scarlet Oak Circle, and
2562 E Scarlet Oak Circle



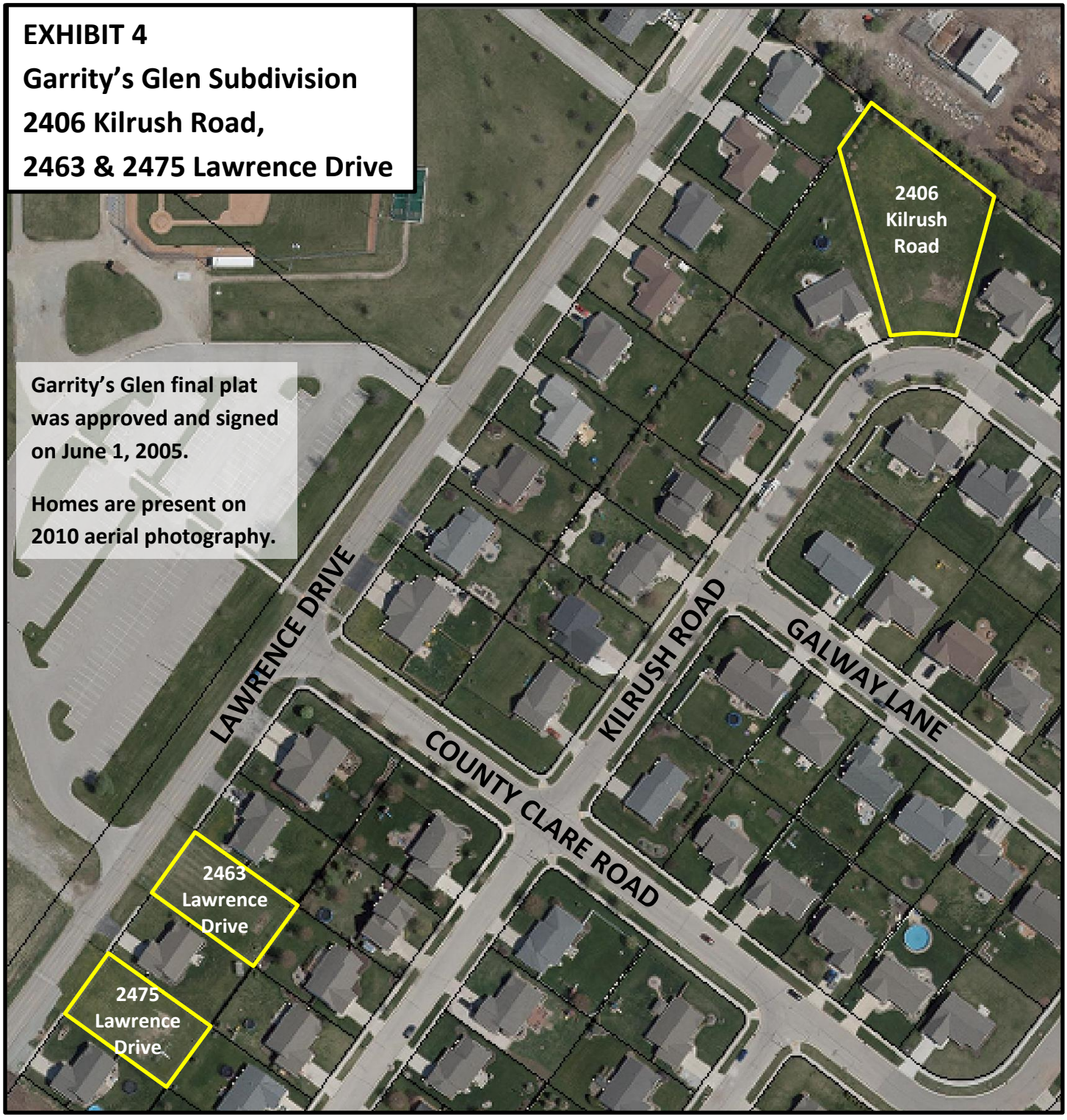
S:\PW Secretary\Board Meetings\2021\June\2022 Gap Sidewalk Orders\Exhibit 3 - Pine Trail Crossing.docx

CITY OF DE PERE

Public Works - Engineering Department

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

EXHIBIT 4
Garrity's Glen Subdivision
2406 Kilrush Road,
2463 & 2475 Lawrence Drive



S:\PW Secretary\Board Meetings\2021\June\2022 Gap Sidewalk Orders\Exhibit 4 - Garrity's Glen.docx

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation of Board of Public Works to Approve Definitely De Pere's Request to Waive Public Works Fees Downtown Special Events Including: Farmer's Market, Art Walk, East/West Music Series, Food Truck Rally, Doggie Block Pawty and Holly Day.**

The Board of Public Works at the June 7, 2021approved Definitely De Pere's request to waive City public works fees for their downtown special events and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

Definitely De Pere has requested the City waive the public works' fees for their downtown special events which would include: Farmer's Market, Art Walk, East/West Music Series, Food Truck Rally, Doggie Block Paw-ty, and Holly Day. (See attached request)

ATTACHMENTS:

- Definitely De Pere Request to Waive Public Works Fees 6-3-2021 (PDF)

June 2, 2021

RE: Request to waive DPW fees for downtown events

Dear Board of Public Works:

Definitely De Pere respectfully requests that DPW fees be waived for downtown events including: Farmers Market, Art Walk, EastWest Music Series, Food Truck Rally, Doggie Block Paw-ty, and Holly Day.

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

Previous estimates for the time and cost per event was approximately 1 hour and $150 per event. These services would take place during regular DPW business hours. There are 24 event days total, equivalent to approximately $3,600, and with a 50% exempt discount, the total dollar amount would be $1,800.

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

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

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

Sincerely,

Tina Quigley, Executive Director
Definitely De Pere

Definitely De Pere | PO Box 403 | De Pere WI 54115
920.403.0337 | info@definitelydepere.org | www.definitelydepere.org

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to approve inclusion of Pedestrian and Bike Facilities for the Southern Bridge Corridor Design**

The Board of Public Works at the June 7, 2021 meeting approved the inclusion of Pedestrian and Bike Facilities for the Southern Bridge Corridor Design and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

As part of the planning and design for the South Bridge Corridor, the City needs to determine if pedestrian and bike facilities should be included as part of the construction. The County will begin in the near future with designing the segment of this corridor from Lawrence Drive to I-41 as part of the plans to tie into the new I-41 interchange. The City needs to let the County know if we want to have pedestrian and bike facilities included. The intent of the discussion is to have the BOPW and Council make the decision as to whether these facilities need to be part of the project.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Recommendation from the License Committee on an application for a premises description change submitted by La Vie Boheme.**

This premises description change was previously approved on a temporary basis under the authorization of mayoral proclamation #12 dated May 22, 2020. The applicant's revocable occupancy permit is still in effect, and this request is simply to make the premises expansion permanent.

ATTACHMENTS:

- La Vie Premises Desc. Change_6.15.21 (PDF)

Renewal Alcohol Beverage License Application

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

For the license period beginning: 06 16 2021 *(mm dd yyyy)* ending: 06 30 2022 *(mm dd yyyy)*

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

County of Brown

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

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

Applicant's Wisconsin Seller's Permit Number 456-1027271202-03	
FEIN Number 27-3285574	
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	$

Complete A or B. All must complete C.

A. Individual or Partnership:

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

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
La Vie Boheme LLC	421 George St #101

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)
Martin	Doreen	Marie	

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

C. Business Information

1. Trade Name La Vie Boheme Business Phone Number 920-403-1770
2. Address of Premises 421 George St #101 Post Office & Zip Code De Pere 54115
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... Yes ☑ ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1450 Sq Ft, bar, seating, supply room; outdoor seating under overhang; sidewalks on south and east side of building immediately adjacent to the leased premises (see attached map)

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

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

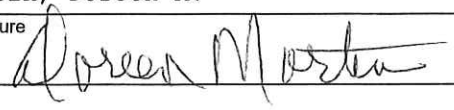
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☑ Yes ☐ No

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Martin, Doreen M.	Co-owner	06/08/2021
Signature 	Phone Number	Email Address
	715-304-9723	laviebohemellc@gmail.c

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
6/3/21		
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

DE PERE
RUNS DEEPER

CITY OF DE PERE

APPLICATION FOR REVOCABLE OCCUPANCY PERMIT

Fee: $32.00
Receipt #: 152855
Date: 6-15-20
Permit valid with updated insurance until revoked

CITY OF DE PERE
RECEIVED
JUN 15 2020
PLANNING DEPT.

A. Applicant Information:

Name: LA VIE BOHEME
Address: 421 GEORGE ST 101 DEPERE
Phone: 920-403-1770
Email Address: lavieboheme llc@gmail.com
Location of Encroachment: table + chairs along GEORGE ST + WISCONSIN ST, LEAVING 4 FT OF SIDEWALK OPEN
Description:

B. Required Information:

☒ Copy of a current Certificate of Insurance, with City of De Pere named as an additional insured. See back for general liability insurance requirement.

☒ A layout, drawn to scale, which accurately depicts the dimensions of the area, and the proposed location of the encroachment. See back for any additional required materials for certain types of occupancies.

C. Signature:

If this application is approved, I hereby agree to abide by all relevant City regulations pertaining to encroachments/obstructions upon City right-of-way, including but not limited to Section 106-6 and 7-3 of the De Pere Municipal Code.

Doreen Marta — Applicant
6-11-20 — Date

D. For Staff Use Only:

Reviewed by:

Director of Public Works — Date

Approved by:

Director of Planning & Economic Development — Date

Return completed application, supporting documentation, and application fee to: City of De Pere, Development Services Director, 335 S. Broadway, De Pere WI 54115. For assistance, please call (920) 339-4052.

PROOF OF INSURANCE:

Property owner/lessee agrees to save and hold the City of De Pere harmless from any and all injury that may occur to any party as the result of the requested encroachment upon the right-of-way referenced hereunder. This provision is intended to indemnify and hold harmless the City of De Pere to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of the hold harmless agreement. To secure such hold harmless agreement, property owner/lessee shall maintain a general liability insurance policy on its business operations in an amount of not less than One Million Dollars per occurrence and has produced a Certificate of Insurance that the City is named as an additional insured and is entitled to coverage thereunder under the terms and conditions of the permit.

ADDITIONAL REQUIREMENTS FOR SIDEWALK CAFES:

Layout drawn to scale must include the dimensions of the existing sidewalk area and adjacent private property, the proposed location of the encroachment, including size and number of tables, chairs, steps, planters, umbrellas, location of doorways, trees, or other obstructions, either existing or proposed, within the right-of-way area. If available, please provide photographs depicting the area of encroachment.

Are you requesting permission to serve alcohol as part of the sidewalk café? ☒ Yes ☐ No

If yes, the permit holder must also contact the City Clerk-Treasurer's office at (920)339-4050 for a premise description change.

CITY OF DE PERE
APPLICATION FOR TEMPORARY EXPANSION OF LICENSED PREMISES

De Pere Municipal Code Section 7-14 authorizes the City Clerk to issue alcohol beverage licenses temporarily expanding the premises description for establishments currently holding a liquor license. This application must be submitted to the City Clerk's Office along with the additional information requested below. The area to be included in the temporary expansion is subject to the requirements of Wis. Stat. Chapter 125 and all relevant city ordinances. Any expansion approved by the City Clerk will be removed from the liquor license no later than October 1, 2020, at which time the licensed premises will return to the premises description listed on the original liquor license application.

APPLICANT INFORMATION

Applicant (Individual, Corporation, LLC, etc.): LA VIE BOHEME LLC

Trade Name: LA VIE BOHEME Phone Number: 920-403-1770

Address of Establishment: 421 GEORGE ST. 101

Agent or Owner of Establishment: DOREEN + DEL MARTIN

DESCRIPTION OF PREMISES: Describe the temporary area to be included as part of the licensed premises below. Attach a separate illustration or diagram of the layout of the area.

SIDEWALKS ON FRONT + SIDE OF PROPERTY, LEAVING 4 FT OPEN FOR WALKING SPACE

approx 3:00pm - 10:00 pm

PROOF OF OWNERSHIP/RIGHT TO OCCUPY: Applicant must submit proof of the right to occupy the above described area. If you do not own or lease the area described above, please include one of the following:

- ☐ Written authorization from property owner
- ☑ Sidewalk Café Permit

Other: _____

PHYSICAL DISTANCING PLAN: Describe how physical distancing will be maintained on the temporarily expanded licensed premises.

tables 6 ft apart, monitored by staff this message is on signs, newsletter, facebook for entire ~~patio~~ property.

SECURITY PLAN: Describe how the temporarily expanded licensed premises will be monitored.

when area is used staff will be in a position to see all tables ~~area~~ + check on customers periodically. signs will be posted.

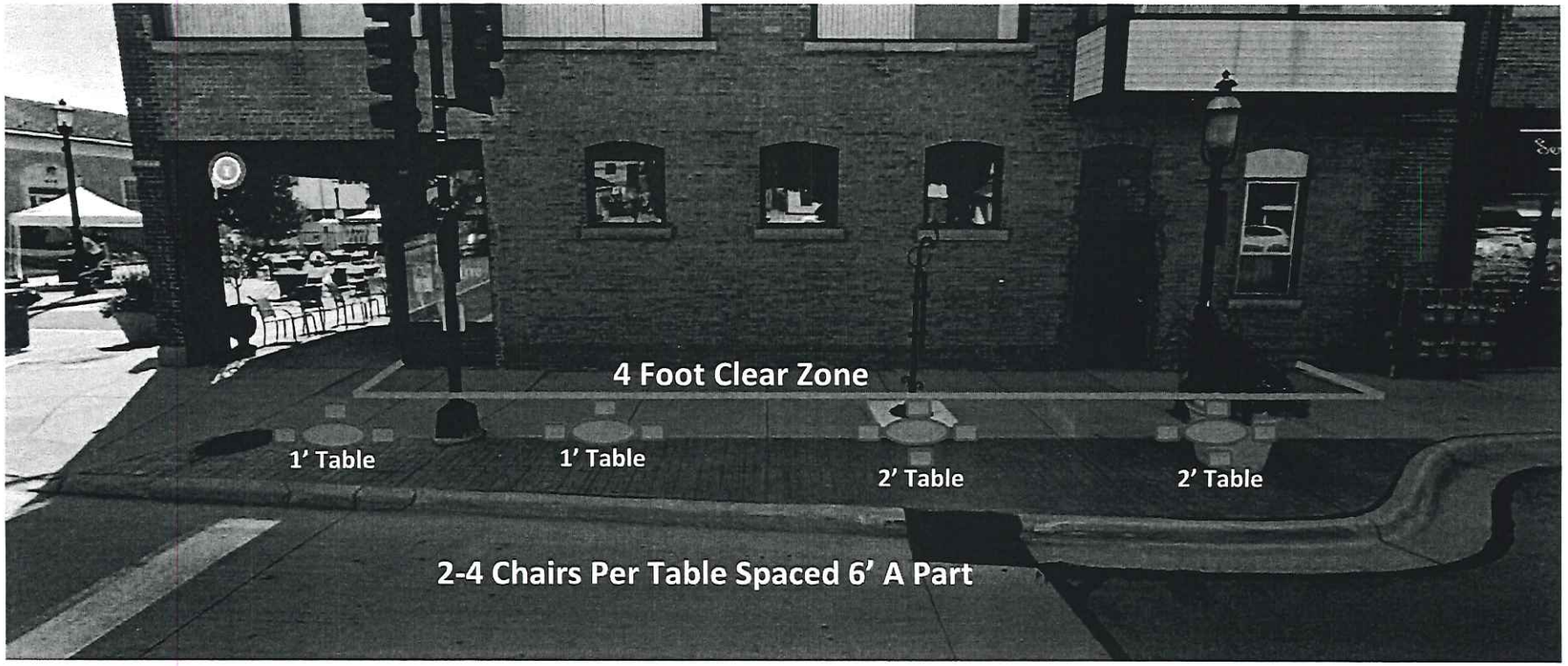
☒ **I understand and agree that any expansion approved by the City Clerk will be removed from the liquor license no later than October 1, 2020, at which time the licensed premises will return to the premises description listed on the original liquor license application.**

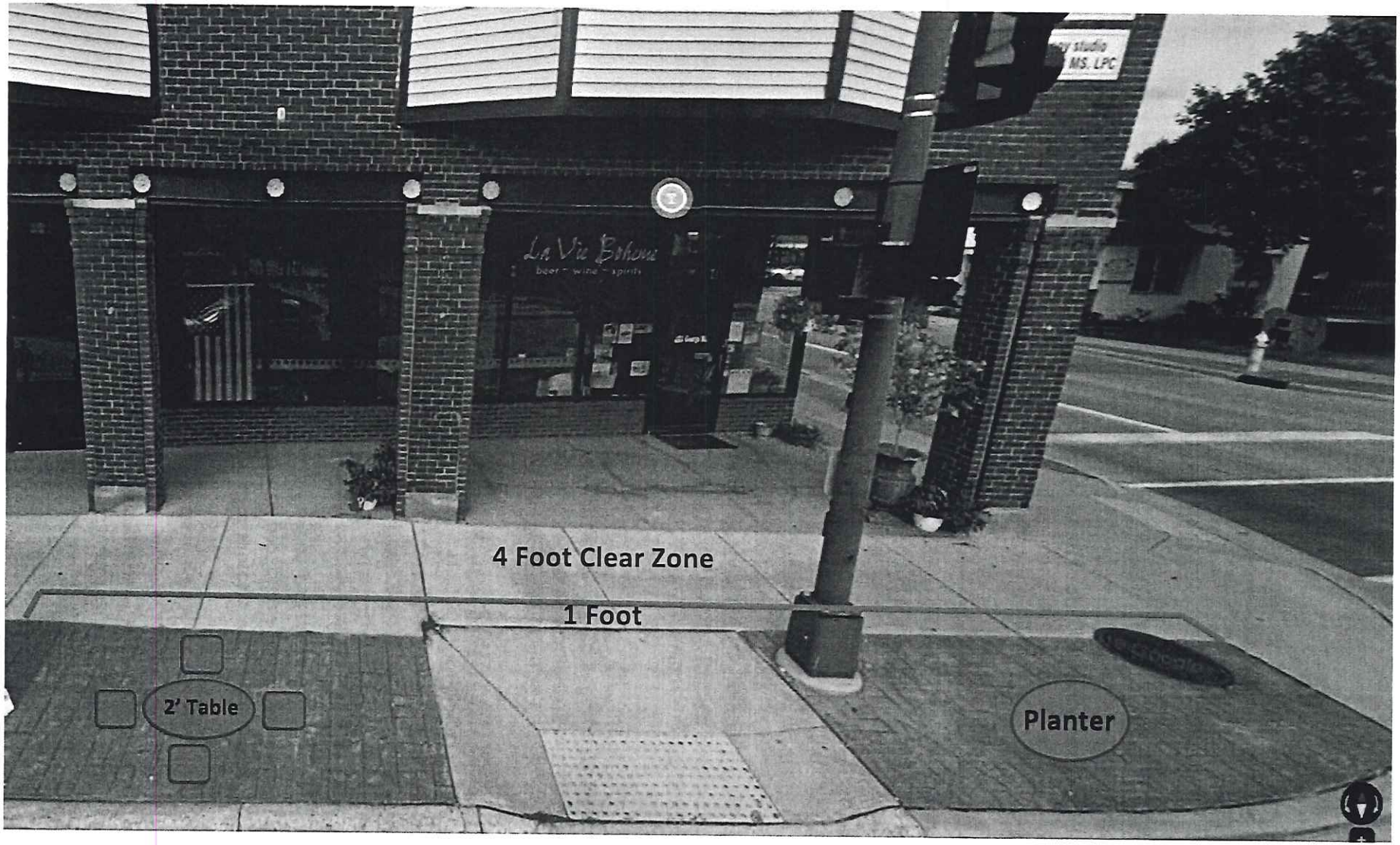
SIGNATURE OF AGENT OR REPRESENTATIVE

Doreen Martin — 6/11/20

Signature of Agent or Representative — Date

LA VIE BOHEME
1 Table 2 and 3 chair
4
30 FT x 4 FT sidewalk
Wisconsin AV
Door
Present Outdoor Seating
AWNING
1
2
3
EXPAND 1 FT OUTWARD X 25 FT
4FT SIDEWALK
1 TABLE 9x5 area
RED BRICK
George AV


4 Foot Clear Zone
1' Table
1' Table
2' Table
2' Table
2-4 Chairs Per Table Spaced 6' A Part


4 Foot Clear Zone
1 Foot
2' Table
Planter

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Recommendation from the License Committee on the application for a Special Permit allowing consumption of alcohol beverages on public ways. Submitted by Definitely De Pere for the EastWest Music Series on Friday, June 25, July 23 and August 27 from 5:00pm to 9:00 pm.**

ATTACHMENTS:

- EastWest Music Series Open Intox Letter 2021 (PDF)
- James Street (PDF)
- EW Nicolet Square Art Alley - updated (PDF)

Tuesday, June 8, 2021

City of De Pere
335 S Broadway
De Pere WI 54114

Dear Mayor Boyd, Members of the License Committee, and De Pere Alderpersons:

On behalf of Definitely De Pere, I am respectfully requesting that we be granted a special permit allowing consumption of beer and wine outdoors during the Downtown De Pere EastWest Music Series on Friday, June 25, July 23, and August 27 from 5:00 pm - 9:00 pm.

We have submitted the necessary special event permit and will obtain a temporary liquor license for this event and are working with the Department of Public Works to coordinate the required street closure and site plan. We have invited surrounding businesses along with other downtown restaurants, shops and galleries to participate in the event.

On the fourth Friday of each month this summer original music performances from regional artists will be featured on both sides of the river.

James Street Plaza and the Nicolet Square Art Alley will be transformed into outdoor dining rooms allowing attendees to order takeout from their favorite downtown restaurant while taking in live music and enjoying craft beers, hard seltzers and wine. The event is also a great way for shoppers, visitors and residents to experience downtown as many local shops, boutiques and galleries will stay open late.

We look forward to the new Downtown De Pere EastWest Music Series and our partnership with the City of De Pere. If you have any questions please do not hesitate to contact me.

Best Regards,

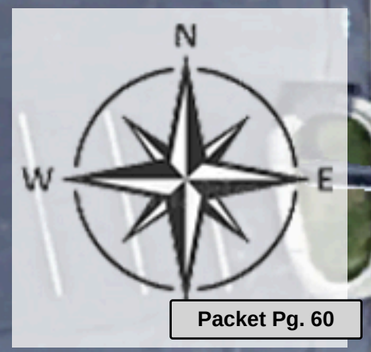
Tina Quigley, Executive Director

DOWNTOWN DE PERE

EASTWEST

MUSIC SERIES

JAMES STREET



NICOLET SQUARE ART ALLEY
GYRO KABOBS
NICKY'S
DOWNTOWN DE PERE
EASTWEST
MUSIC SERIES
N
W
E
S

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Recommendation from the License Committee on the renewal applications for the licensing period of July 1, 2021 to June 30, 2022.**

ATTACHMENTS:

- License Renewal List_6-15-21 (PDF)

June 15, 2021 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, 2021 to June 30, 2022.

CLASS "A" BEER & "CLASS A" LIQUOR

1. Trackside Fort, LLC (DBA Fairground BP), 1605 Fort Howard Ave. Submitted by Trackside Fort, LLC. Agent: Tark Ojha, De Pere, WI.

CLASS "B" BEER & "CLASS B" LIQUOR

1. Baffidilucio, LLC (DBA Baffidilucio), 109 N. Broadway. Submitted by Baffidilucio. Agent: Andrew Krans, De Pere WI.

2. Cory Filler Enterprises of WI, LLC (DBA Cory's Corner Bar & Grill), 617 Birch St. Submitted by Cory Filler Enterprises of WI, LLC. Agent: Cory Filler, De Pere, WI.

3. Eat30 Café, LLC (DBA Eat30 Café, LLC), 124 N. Broadway Ste BB. Submitted by Eat30 Café, LLC. Agent: Lia Xiong, Green Bay, WI.

4. Nostracremona, LLC (DBA Strada Pizzeria), 109 N. Broadway. Submitted by Nostracremona, LLC. Agent: Andrew Krans, De Pere, WI.

5. Redesign & Consign, LLC (DBA Redesign & Consign, LLC), 622A George St. Submitted by Redesign & Consign. Agent: Lisa Van Remortel, Green Bay WI.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**A. Class "A" Fermented Malt Beverage & "Class A" Intoxicating Liquor License.**

ATTACHMENTS:

- Renewal Class A Beer & Class A Liquor License Application_06.15.21(PDF)

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

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07 01 2021 *(mm dd yyyy)* ending: 06 30 2022 *(mm dd yyyy)*

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

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

Check one: ☐ Individual ☑ 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	$ 30.00 16.75
TOTAL FEE	$ 35

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)
TRACKSIDE FORT LLC	

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)
OJHA	TARK	RAJ	[redacted]

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)
SEN	EMRAJ		
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
SHARMA	HEM	RAJ	[redacted]
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
OJHA	TARK	RAJ	
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name FAIRGROUND BP Business Phone Number 920-338-8876
2. Address of Premises 1605 FORT HOWARD AVE 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.) BEER COOLER, LIQUOR SHELVE

BACK COUNTER BEHIND THE CASH REGISTER

OFFICE

3800 SF BUILDING

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.)	Title / Member	Date
OJHA TARK R	MEMBER	05/30/2021
Signature	Phone Number	Email Address
	414 975 6830	OJHATARK@GMAIL.COM

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
5/31/21		
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**B. Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor Licenses.**

ATTACHMENTS:

- Renewal Class B Beer & Class B Liquor License Applications_06.15.21 (PDF)

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

Renewal Alcohol Beverage License Application

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

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

To the Governing Body of the: ☐ Town of ☐ Village of ☑ City of Depere

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

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

Applicant's Wisconsin Seller's Permit Number 2156-10296855 4102	
FEIN Number 82-3259938	
TYPE OF LICENSE REQUESTED	**FEE**
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30 Pd Rct # 16157
TOTAL FEE	$

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)
BAGLIDILLIO LLC	

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)
KRAUS	ANDREW		

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

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

C. Business Information

1. Trade Name BAGLIDILLIO Business Phone Number 920-371-5032
2. Address of Premises 109 N. BROADWAY Post Office & Zip Code 54115
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... Yes ☑ ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

1500 SQ.FT. SPACE

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? [phone (608) 266-2776] ☒ Yes ☐ No

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
KRUS, ANDREW T.	OWNER	5-25-21
Signature	Phone Number	Email Address
	920-371-5052	AKRUS@SNAP.COM

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
5/27/21		
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07/01/21 (mm dd yyyy) ending: 06/30/22 (mm dd yyyy)

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

County of Brown

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

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

Applicant's Wisconsin Seller's Permit Number	
FEIN Number 81-3529968	
TYPE OF LICENSE REQUESTED	**FEE**
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30 Pd 161688
TOTAL FEE	$

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)
Cory Filler Enterprises of WI, LLC	

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

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

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

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

C. Business Information

1. Trade Name Cory's Corner Bar & Grill Business Phone Number 920-632-4061
2. Address of Premises 617 Birch St, Depere Post Office & Zip Code 54115
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... ☒ Yes ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

1st Floor, basement, back room/banquet area
black top parking lot Fenced beer garden

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
   taxes still in process with accountant

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Filler, Cory L	Owner	5/28/21
Signature	**Phone Number**	**Email Address**
Cory Filler	701-730-1320	plc.kimmarie@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
5/28/21		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

AT-116 (R. 5-19)

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:

none

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

none

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
   PENDING CHARGE _____ DATE _____

›ewal Alcohol Beverage License Application

.o municipal clerk. **Read instructions on page 3.)**

1.a

‹he license period beginning: July 1, 2021 (mm dd yyyy) ending: June 30, 2022 (mm dd yyyy)

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

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	$ 30 Pd with Ref # 16176
TOTAL FEE	$

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)
Xiong	Lia		
Xiong	Thao		

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)
Eat 30 Cafe, LLC.	

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)
Xiong	Lia		

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

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

C. Business Information

1. Trade Name Eat 30 Cafe, LLC Business Phone Number 920-632-6332
2. Address of Premises 124 N. Broadway ste BB 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.) Approximately 1000 SQFT - The front of restaurant open space for dining and kitchen on rear side

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? [phone (608) 266-2776] ☒ Yes ☐ No

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Xiong, Lia	Owner	6/1/2020
Signature	**Phone Number**	**Email Address**
Lia Xiong	920-327-0236	eat3@cafe@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
5/31/21		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____

Renewal Alcohol Beverage License Application

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

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

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

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

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

Applicant's Wisconsin Seller's Permit Number: 456-1029567548-02

FEIN Number: 82-3325315

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	$

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)
NOSTRACREMONA, LLC	

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)
KRAUS	ANDREW		

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

C. Business Information

1. Trade Name STRADA PIZZERIA Business Phone Number 920-371-5032
2. Address of Premises 109 N. BROADWAY Post Office & Zip Code 54115
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... ☒ Yes ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

600 Sqft Commercial SPACE w/ ATTACHED Exterior/outdoor SEATING As Approved IN 2021 By City of DePere

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? [phone (608) 266-2776] ☒ Yes ☐ No

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
[illegible] Andrew T.	Owner	5.25.21
Signature	**Phone Number**	**Email Address**
[signature]	920.371-5032	[illegible]@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
5/27/21		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7/1/2021 (mm dd yyyy) ending: 6/30/2022 (mm dd yyyy)

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

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

Check one: ☐ Individual ☒ 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	$

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)
ReDesign + Consign, LLC	622 A George St. De Pere WI 5411

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)
VanRemortel	Lesa	M	

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

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

C. Business Information

1. Trade Name ReDesign + Consign, LLC Business Phone Number (920)471-8393
2. Address of Premises 622A George St. Post Office & Zip Code 54115
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? . . . . . ☒ Yes ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Approximately 1350 Square Ft of Retail Space and 250 SQ Ft of Backroom Storage

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.)	Title / Member	Date
VanRemortel, Lisa, M	Owner	6-1-2021
Signature	**Phone Number**	**Email Address**
Lisa M VanRemortel	(920) 471-8393	lisae redesignandconsign.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
5/31/21		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Instructions for Renewal Alcohol Beverage License Application

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CORPORATIONS:

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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 15, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Ordinance #21-13 Amending Section 106-6(b)(2)B De Pere Municipal Code Regarding Sidewalk Cafe Permits.**

The Board of Public Works at the June 7, 2021 meeting approved amending Sec. 106.6(b)(2)(B) - Sidewalk Cafe Permit per staff's recommendations to Allow Outdoor Furniture to be Stored Overnight in the City ROW and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Ord21-13 (PDF)
- Mayor & CC - Sidewalk Cafe Ordinance Amendments (PDF)
- BOPW - Sidewalk Cafe Furniture Memo 06032021 (PDF)
- Ord21-13 Amending 106-6(b)(2)(b) Sidewalk Cafe-Redlined (PDF)

ORDINANCE #21-13

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

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

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

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

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

Outdoor furniture and equipment.

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

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

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

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

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

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

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

MEMORANDUM

TO: Mayor James G. Boyd
Members of the Common Council
City Administrator Lawrence M. Delo

FROM: Kristen Johnson, Assistant City Attorney

DATE: June 15, 2021 (meeting date)

RE: Amendments to Section 106-6(b)(2)B Sidewalk Café Permit

The Board of Public Works approved amending Sec. 106-6(b)(2)B to allow furniture and other equipment to be stored overnight in the City right-of-way, subject to the following conditions recommended by staff:

1. Requiring furniture and other equipment to be portable and shall not be affixed to the surface of the permit area.
2. The furniture and equipment should either be removed on a nightly basis or compactly stacked and in a manner that furniture cannot leave the sidewalk cafe area.
3. The furniture should be stacked and secured in a single location against the building.
4. Not allowing for keeping furniture and other equipment overnight in areas where the City has invested public funds for beautification efforts such as James Street, the Art Alley, and any other future locations.

The proposed amendment addresses the first three conditions recommended by staff. Regarding the fourth recommendation, the City anticipates ongoing beautification efforts throughout various areas in the City. If specific areas are listed in the ordinance in which furniture and equipment are prohibited overnight, it is likely future amendments will be required as new areas within the City are targeted for beautification. To avoid this, the proposed amendment allows applicants to request an exemption from the requirement that furniture and equipment be removed at the close of business. The request would have to be approved by the director of public works and the director of development services, allowing staff to consider whether the City has invested public funds in the requested permit area and whether the applicant can meet the requirements of an exemption.

The proposed amendment also changes the definition of “sidewalk café” to include right-of-way and walkways adjacent to an establishment with a valid restaurant license.

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Daniel Lindstrom
Date: June 7, 2021

RE: **Request by Alderperson Raasch to Review the Sidewalk Café Permit Requirements with the Potential to Allow Businesses to Leave Tables, Chairs, and Other Furniture Overnight in the Public ROW Provided the Furniture is Secured Properly to Avoid Damage, Theft, or Vandalism.***

On May 6, 2021, Alderperson Raasch, on behalf of Nicky's Lionhead Tavern, made the request to staff to review the Sidewalk Café Permit requirements with the potential to allow businesses to leave tables, chairs, and other furniture overnight in the public ROW provided the furniture is secured properly to avoid damage, theft, or vandalism. The current code states:

> Sec. 106-6(b)(2)(B): All tables, chairs and other materials and equipment placed out on the sidewalk for operation of the sidewalk café shall be removed from the site before the close of business and not returned to the sidewalk area until the usual and customary opening of the sidewalk café each day.

In 2019, the Board of Public Works heard a similar request from Alderperson Hansen on behalf of C&C Pub to enclose the street café area by a fence rather than bringing the tables and chairs in each night. The request did not move forward at that time. Below is a summary of that discussion.

> *Alderperson Hansen explained the background of this request from C&C Pub & Grill and the request to enclose the street café area by a fence rather than bringing the tables and chairs in each night.*
>
> *Alderperson Carpenter stated his views of the fencing not being as aesthetically appealing or deterring individuals from jumping the fence. Alderperson Raasch stated similar views on the appearance of a fence along with the security and maintenance of the investment by placing inside a building overnight. Mayor Walsh stated he believed in the past a fence was up at this location with table and chairs left out. Mayor Walsh also stated if the ordinance was changed, guidelines would be needed to outline the fencing requirements. Alderperson Boyd stated that if more businesses come forward with requests it can be revisited. Alderperson Raasch questioned the need for a fenced in serving area at establishments selling alcohol with outdoor serving areas. Judy Schmidt-Lehman, City Attorney, stated it was not required by ordinance. Alderperson Hansen stated he would not make a motion to move forward with this request.*

Regional Comparison

Staff conducted a review of 16 comparable communities (location and population size) and found that only three communities allow for the café furniture to remain in place overnight (Green Bay, Appleton, and Sheboygan). The majority of communities surveyed stated furniture needs to be brought in each night or anytime the café portion of the restaurant is closed. One community surveyed did allow for overnight storage if the furniture is stacked and secured. See Figure 1 below.

Figure 1:

Regional Comparison of Sidewalk Cafés and Overnight Furniture Storage				
Municipality	**Population**	**Permit Location**	**Daily Closing Time**	**Removal at Night**
Green Bay	104,578	Downtown/Commercial Districts	11:00 PM (alcohol)	No. Business insurance must cover stolen/damaged items or damage to public property resulting from the use of unsecured furniture.
Ashwaubenon	17,149	N/A. The Village does not have a sidewalk café permit due to the size and types of development; however, sandwich board signs must be removed each night.		
Bellevue	15,701	N/A		
Howard	19,658	N/A		
Hobart	9,053	N/A		
Appleton	74,139	Business/Commercial/Industrial Districts	9:30 PM (alcohol)	No. Business insurance must cover stolen/damaged items or damage to public property resulting from the use of unsecured furniture.
Manitowoc	32,702	Business/Commercial/Industrial Districts	12:00 AM	Yes. If the café seating is closed then café furniture shall be removed the sidewalk (11.260(15)(a))
Oshkosh	66,773	Downtown/Commercial/Mixed Use Districts	10:00 PM	Yes. Close of Business
Neenah	25,967	C-2 Central Business District	COVID Related - 2:00 AM	Yes, " Sidewalk cafe furniture shall be stored indoors overnight and/or when the business is closed"
Menasha	17,771	Downtown and Commercial Districts	Non Listed	Yes. "Sidewalk cafe furniture shall be stored indoors overnight and/or when the business is closed"
Fond du Lac	42,909	No permit required, but must maintain 5' clear zone. Only one business has a parklet.		
Sheboygan	47,725	Commercial Districts	COVID Related, 12:00 PM	No. but shall be removed upon request of a police officer or a representative of the department of public works for such a length of time as said officer or representative shall designate.
Wausau	38,735	Central Business District		Yes. "Shall be removed when sidewalk café is not in operation"
Wisconsin Rapids	17,770	Downtown and Commercial Districts	10:00 PM	Unclear in code.
Stevens Point	26,717	Downtown Districts	11:00 PM	Yes. "No café or items in connection with the café shall be left on the sidewalk overnight"
Menomonee Falls	35,626	Downtown and Commercial Districts	10:00 PM	Yes/No. "Furniture and equipment shall either be removed on a nightly basis or compactly stacked and secured in a manner that furniture cannot leave the sidewalk cafe area."

Interdepartmental Concerns

In light of the recent string of vandalism, Police Chief Beiderwieden and other officers, Public Works staff, Development Services Staff, and Definitely De Pere do have concerns about leaving furniture out after the close of businesses and the potential for an attractive nuisance. Similar to the tipped-over flower pots and damaged artwork, if intoxicated individuals wish to cause damage they typically find a

way. The staff has a concern of individuals or groups pushing or moving a group of chairs into the street or a clear walking path if we allow businesses to secure tables/chairs together in the typical use locations.

If the Committee does recommend amending the ordinance then staff would suggest the following:

- Requiring furniture and other equipment to be portable and shall not be affixed to the surface of the permit area.
- The furniture and equipment should either be removed on a nightly basis or compactly stacked and in a manner that furniture cannot leave the sidewalk cafe area.
- The furniture should be staked and secured in a single location against the building.
- Not allowing for keeping furniture and other equipment overnight in areas where the City has invested public funds for beautification efforts such as James Street, the Art Alley, and any other future locations.

Allowing tables and chairs to remain outside (whether tethered or not) may increase the city's liability exposure due to the possibility that they could be used to cause damage or injury to persons or property within the vicinity. If this ordinance change would occur, the law department will work with the city's insurance consultant to determine if the Café Permit holder insurance and indemnification requirement thresholds should be increased or otherwise adjusted.

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

i. Definitions:

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

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

ii. Sidewalk café permit:

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

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

Outdoor furniture and equipment.

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

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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Resolution #21-61 Authorizing Agreement for the Conveyance of Real Property By and Between the City Of De Pere and Scannell Development Company III, Inc. - referred back to staff on May 18, 2021.**

*** Please note that the property conveyance Agreement has not been finalized as of the time the agenda is to be published. Therefore, the Agreement will be provided to the Council and agenda re-published when the Agreement is finalized.***

The Finance/Personnel Committee voted unanimously approve the proposed conveyance of real property by and between the City Of De Pere and Scannell Development Company III, Inc at the Southern End of American Blvd during its meeting on May 11, 2021.

ATTACHMENTS:

- Mayor CC - Scannell Agreement Draft Status (PDF)
- Reso21-61 (PDF)
- Scannell Property Transfer Agreement v.4 (6.8.2021) REDLINE 6-15-21 City edits (PDF)
- Scannell Land Transfer-Draft Exhibit A (PDF)
- FP Memo - Scannell Land Sale 05112021 (PDF)
- Scannell Land Sale-Transfer Map-Revised (PDF)

MEMORANDUM

TO: Mayor James G. Boyd
Members of the Common Council

FROM: Judith Schmidt-Lehman, City Attorney

DATE: June 15, 2021 (meeting date)

RE: Agreement for the Conveyance of Real Property By and Between the City of De Pere and Scannell Development Company III, Inc.

Please not this Agreement remains in Draft form and is not yet finalized. The areas shown in red-lining are of concern to City staff and have not been agreed to. We continue to work with the Developer in resolving these issues.

JSL

RESOLUTION #21-61

AUTHORIZING AGREEMENT FOR THE CONVEYANCE OF REAL PROPERTY BY AND BETWEEN THE CITY OF DE PERE AND SCANNELL DEVELOPMENT COMPANY III, INC.

WHEREAS, Scannell Development Company III, Inc. ("Developer") wishes to purchase and develop parcels totaling 105.401 acres of real property (Parcels WD-L482-2; WD-L483-1; WD-L484-1; WD-L485; WD-L486; WD-L510; WD-L511; WD-L514; WD-L515; and WD-2021) in the vicinity of City's West Side Business Park for business and industrial purposes; and

WHEREAS, City is the owner of Parcel WD-1759, comprised of 7.424 acres, which would likely become landlocked should Developer's business/industrial development occur as anticipated by Developer; and

WHEREAS, City and Developer wish to enter into the attached agreement to convey certain property between the parties to allow City to extend American Boulevard southerly and to allow Developer to utilize certain property that would otherwise become landlocked for its development purposes; and

WHEREAS, Developer further desires to dedicate real property to the City required for stormwater management purposes made necessary by the anticipated development project(s).

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

> The Mayor and City Clerk are authorized and directed to execute the Agreement for the Conveyance of Real Property By and Between the City of De Pere and Scannell Development Company III, Inc., as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, 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 15th day of June, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 05/11/2021

AGREEMENT FOR THE CONVEYANCE OF REAL PROPERTY BY AND BETWEEN THE CITY OF DE PERE AND SCANNELL DEVELOPMENT COMPANY III, INC.

THIS AGREEMENT is entered into as of _____, 2021 by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Scannell Development Company III, Inc., an Indiana corporation ("Developer"), together "the Parties."

RECITALS

WHEREAS, Developer, or its affiliates, has the legal right to purchase the following property parcels totaling 105.401 acres of real property in the vicinity of the City's West Side Business Park:

WD-L482-2; WD-L483-1; WD-L484-1; WD-L485; WD-L486;

WD-L510; WD-L511; WD-L514; WD-L515; WD-2021

pursuant to executed purchase agreements (the "PSAs") with the current landowners, and wishes to develop such property for business and industrial purposes; and

WHEREAS, City is the owner of property parcel WD-1759 , a parcel comprising 7.424 acres, which would likely become landlocked should Developer's business/industrial development project(s) proceed as anticipated by Developer; and

WHEREAS, City and Developer wish to enter into this Agreement to convey certain property between the Parties so that City is able to extend American Boulevard southerly from its current terminus, and so as to allow Developer to utilize property that would otherwise become landlocked for its development purposes; and

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WHEREAS, Developer further desires to dedicate to City real property required for stormwater management purposes made necessary by Developer's anticipated business/industrial development project(s).

NOW THEREFORE, upon the foregoing, together with the mutual promises and obligations provided herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions of the property transfers as provided below.

I. PROPERTY CONVEYANCES BETWEEN DEVELOPER AND CITY

A. Subject to the Conditions Precedent to Transfer in Paragraph II.A. and the terms and conditions herein, Developer agrees to convey to City by special warranty deed, the below described property ("Developer Property") free and clear of all liens and encumbrances, excepting municipal ordinances and easements and restrictions of record:

Outlot 1 [*Insert Legal],* totaling 9.689 acres.

as shown and identified in on the Map attached and incorporated as Exhibit A and hereinafter referred to as "Outlot 1." The parties acknowledge and agree that 3.994 acres of such Outlot is required for stormwater management purposes made necessary ——by Developer's intended business/industrial development. If the City is obtaining title insurance for the Developer Property, upon written request from the City, Developer shall also deliver a commercially reasonable owner's title affidavit and

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FRPTA affidavit in form and substance reasonably acceptable to City, Developer and the City's title company.

B. Subject to the Conditions Precedent to Transfer found in Paragraph II.A. and the terms and conditions herein, City agrees to convey to Developer by special warranty deed, the City Property, legally described below, free and clear of all liens and encumbrances, excepting municipal ordinances and easements and restrictions of record:

> *Plat of Garrity's Glen Outlot 7, being a part of Lots 101, 102 and 103 "Williams Grant Subdivision", City of De Pere, Brown County, Wisconsin, together with the .225 acre area of City owned WD-1753, shown on Exhibit A, which shall be combined by City with WD-1759 prior to City's transfer of WD-1659 to Developer ,totaling 7.679 acres (hereinafter "City Property").*

If the Developer is obtaining title insurance for the City Property, upon written request from the Developer, the City shall also deliver a commercially reasonable owner's title affidavit and FRPTA affidavit in form and substance reasonably acceptable to City, Developer and the Title Company.

C. The Parties agree that the fair market value of the property subject to this Agreement is $35,000.00 per acre. Notwithstanding such sum, the parties acknowledge that the fair market consideration for Developer transferring to City -the 3.994 acres for storm water management purposes referenced in Paragraph I.A. consists of City's willingness to assume all said stormwater management duties (including the construction, maintenance and repair of such facilities) created by such development

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and that such consideration is adequate and sufficient. Based upon the foregoing, the following shall comprise the sale price for each parcel to be transferred at closing on the transfer of the City Property and the Developer Property:

1. City Property: 7.679 acres x $35,000/acre = $268,765.00;

2. Developer Property: 5.695 acres (9.689 acres – 3.994 acres) x $35,000/acre $199,325.00.

D. Closing on the transfer of properties shall take place by delivery of closing documents to ~~the Title Company (as defined below)~~First American Title Insurance Company, c/o Steven I. Zellinger, 30 North LaSalle Street, Suite 2700, Chicago, Illinois 60602 within 30 days of the satisfaction, waiver or termination of the Conditions Precedent as set forth in Paragraph II and upon the following terms and conditions:

1. Developer shall record the Certified Survey Map approved by City on May 4, 2021 with the Brown County Register of Deeds.

2. Real estate taxes shall not be prorated at closing. Developer shall be responsible to pay all real estate taxes attributable to the property comprising Outlot 1 for the taxes assessed in 2021 for payment in 2022.

3. Developer shall pay City the difference between the sale price of Developer's property ($199,325.00) and City's Property ($268,765.00), namely$ $69,440.00, in cash, at closing.

Comment [A1]: Does the City want to use the same title company or would they prefer their deed delivered to the City or a different title company?

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5. Each Party shall pay be responsible for the deed recording costs associated with the transfer of its property.

6. The special warranty deeds for the above property transfers shall be recorded with the Brown County Register of Deeds Office contemporaneously.

7. Neither Party makes any environmental statements, representations or warranties concerning the property transferred hereunder. This paragraph does not relieve either Party of any responsibility it may have for the remediation of existing environmental conditions.

II CONDITIONS PRECEDENT TO TRANSFER

A. In addition to the closing requirements of Paragraph I.D., the following shall constitute contingencies and conditions precedent to either Party's ~~s~~ obligation to close on the property conveyances described in paragraphs 1.A and B., ~~,~~ each of which must be extended, satisfied or waived in writing by the Parties prior to closing:

1. Approval or conditional approval of this Agreement by the De Pere Common Council and the approving authority of Developer on or before November 18, 2021, provided any conditions imposed by City or Developer are agreed to by the other party.

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2. Approval or conditional approval of the development site plan by the City Plan Commission on or before December 28, 2021, provided any conditions imposed by the City Plan Commission are agreed to by Developer.

3. Closing by Developer on the purchase of parcels WD-L482-2; WD-L483-1; WD-L484-1; WD-L485; WD-L486; WD-L510; WD-L511; WD-L514; WD-L515, and WD-2021 on or before January 31, 2022.

4. Developer's approval of all due diligence and inspections of the City Parcel being transferred hereunder on or before November 18, 2021. In this regard, City shall permit Developer to access the City Parcel prior to closing at no cost to Developer for the purpose of examination and testing as deemed reasonable by Developer. Developer agrees to hold City harmless for any and all injury that may occur to Developer, its agents or employees, City's agents, employees or third parties, or any properties or interests of any of the above-referenced persons occasioned as a result of Developer's site examination and testing activities as contemplated by this section; provided, however, that Developer shall not be responsible for the mere discovery of a pre-existing condition on the City Property except to the extent that Developer exacerbates the same. The hold harmless provisions of this paragraph are intended to include all costs of defense, including reasonable attorney's fees.

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B. Notwithstanding anything in this Agreement to the contrary, if Developer determines, that any of the items detailed in Paragraph II.A. above are not completed to the satisfaction of Developer or any contingencies are not satisfied or waived by Developer, Developer may terminate this Agreement upon written notice given to City on or prior to any of the completion dates expressed above.

III. MISCELLANEOUS PROVISIONS

A. Developer acknowledges that the City's acquisition of Outlot 1 under this Agreement is not being pursued under the City's exercise of eminent domain under Wis. Stats. §§ 32.05 or 32.06 and as such, the requirements of said statutes are not binding upon this property transfer transaction. Further, Developer acknowledges that it is not a "displaced person" within the meaning on Wis. Stats. §32.19, and, as a result, it is not entitled to or qualified for, relocation payments pursuant to said provision. Both parties agree that this transaction is a result of arm's length negotiations between Developer and City and that such properties are being transferred outside the condemnation processes identified above. Notwithstanding the foregoing, if the foregoing statutes are determined to be applicable to the property transfers called for under this Agreement, Developer hereby asserts that it has received fair and just compensation (as that term is used under Wis. Stats. §§32.05 and 32.06) for the transfer of Outlot 1 to City and further agrees to waive any relocation assistance or rights to which Developer may be entitled under Wis. Stats. §32.19.

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

If to Developer:

c/o Scannell Properties, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240

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

C. This Agreement may not be modified or amended except by written instrument executed by all Parties.

D. ~~Neither~~Except as expressly provided herein, neither party may assign this Agreement without the prior written Consent to such assignment signed by the other Party. Notwithstanding the foregoing, Developer shall have the right to assign this Agreement to any entity that is the successor or assignee of Developer, or its affiliates (Scannell Properties, LLC), under the PSAs.

E. A party shall be in default under this Agreement if such party fails to carry out or fulfill one or more of its obligations hereunder and such failure continues for a period

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of thirty (30) days following receipt of written notice from the other party specifying such failure; provided, however, that if the nature of the default is such that it cannot be cured within thirty (30) days, a party shall not be in default if it immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion. If a party does not cure or undertake to cure a default within the time periods set forth above, the non-defaulting party may pursue the remedies provided for in this Agreement or otherwise available at law or in equity.

F. Neither party shall be considered in breach or default of its obligations in the event of enforced delay in the performance of such obligations due to unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God, force majeure, acts of the public enemy, acts of adjoining property owners, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, breach of contracts by contractors or subcontractors, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of such party shall be extended for the period of the enforced delay as determined in good faith by all parties; provided that the party claiming enforced delay shall, within thirty (30) days after the beginning of such enforced delay, have first notified the other parties thereof and of the cause or causes thereof and requested an extension for the period of the

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enforced delay. In the event a delay is caused by unavailable materials or breach of contracts by contractors or subcontractors, the parties agree to grant a sufficient extension to permit such procurement.

G. The rights and remedies of the parties, whether provided by law or provided by this Agreement are cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same time or different times of any such other remedies for the same event of default of breach or of any remedies for any other event or default or breach. No waiver made by any party with respect to the performance or manner or time of any obligation of another party under this Agreement shall be considered a waiver of any rights of the waiving party to enforce any other obligations of the other party.

H. This Agreement comprises the entire Agreement between the parties. No promise, or other obligation of either party not expressly provided for herein shall be enforceable unless reduced in writing and signed by the parties.

I. The City shall, on or before ten (10) months after the closing occurs hereunder, cause the following work to be completed: (i) the extension of American Boulevard from its current terminus to the southwestern boundary of the property described in the first recital, and (ii) the stormwater management facilities to be constructed. The obligations under this paragraph shall survive the closing hereunder.

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

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SCANNELL DEVELOPMENT COMPANY III, INC.

By:

_____

Print Name: _____

Title: _____

State of Indiana)
: SS
Marion County)

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____and _____ of Scannell Development Company III, Inc.

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

CITY OF DE PERE

By:

_____
James G. Boyd, Mayor

_____
Carey E. Danen, City Clerk

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2021, by James G. Boyd, Mayor and Carey E. Danen, City Clerk of the City of De Pere.

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

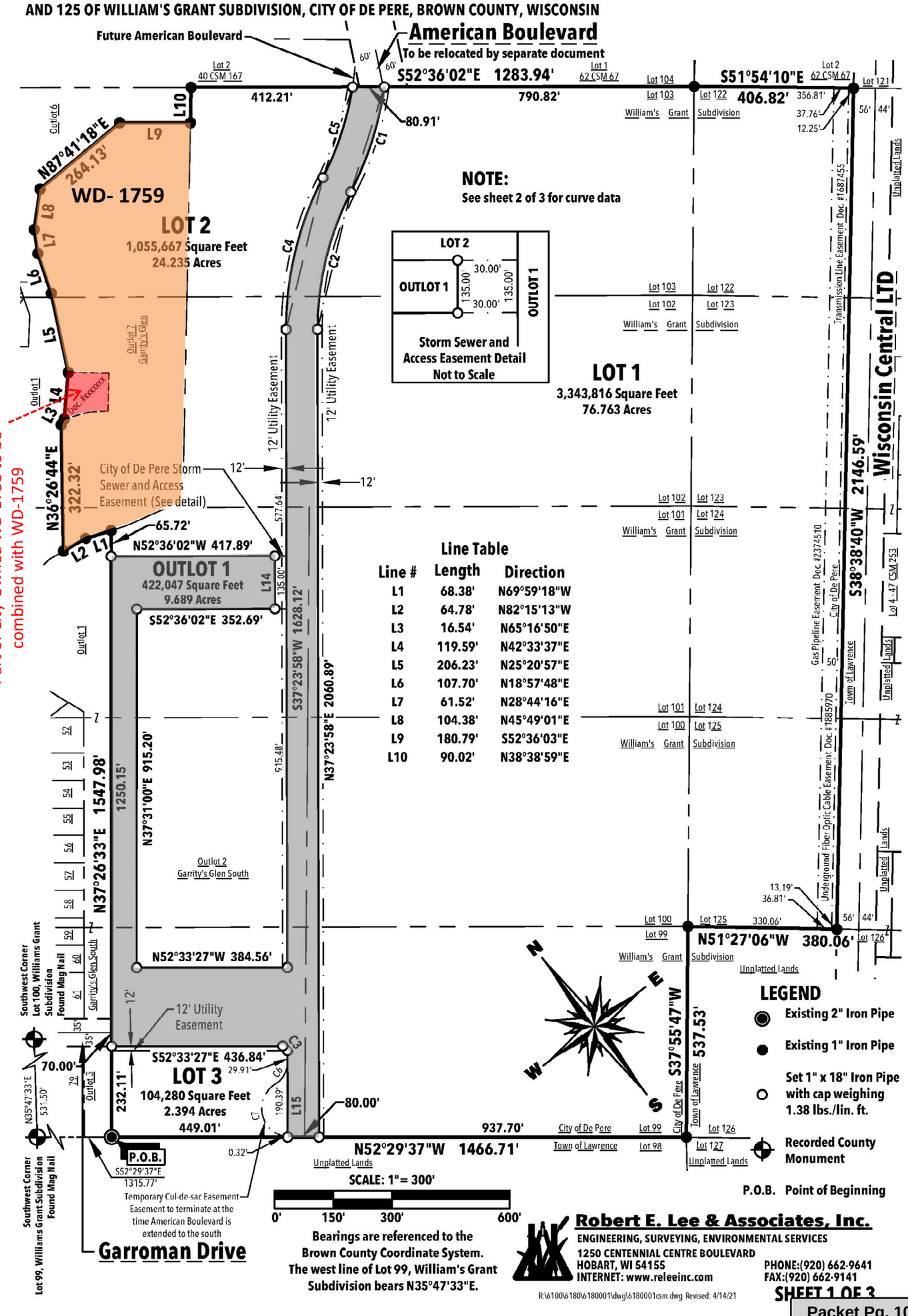
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CERTIFIED SURVEY MAP

PART OF OUTLOT 1 AND ALL OF OUTLOT 7, GARRITY'S GLEN, VOLUME 22 OF PLATS, PAGE 241, DOCUMENT NUMBER 2193288, ALL OF OUTLOT 2, GARRITY'S GLEN SOUTH, VOLUME 24 OF PLATS, PAGES 112-113, DOCUMENT NUMBER 2864437, BEING PART OF LOTS 99, 100 AND 101 OF WILLIAM'S GRANT SUBDIVISION AND PART OF LOTS 99, 100, 101, 102, 103, 122, 123, 124 AND 125 OF WILLIAM'S GRANT SUBDIVISION, CITY OF DE PERE, BROWN COUNTY, WISCONSIN



Part of City-Owned WD-1753 to be combined with WD-1759

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
INTERNET: www.releeinc.com
PHONE:(920) 662-9641
FAX:(920) 662-9141

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SHEET 1 OF 3

DRAFT EXHIBIT A

CITY OF DE PERE MEMO

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

RE: **Consideration and possible action on proposed Purchase/Sale Agreement with Scannell Development Company III, Inc. for lands generally located at the southern end of American Blvd and located within TID No. 12.***

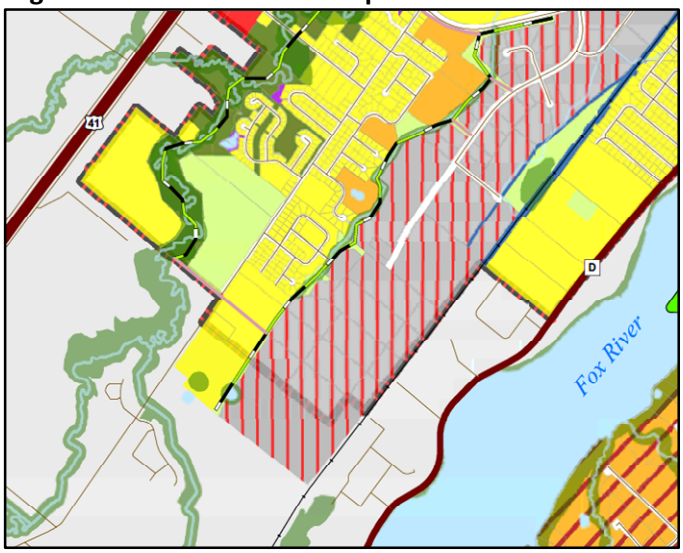
Request Summary
Scannell Properties (Scannell Development Company III) is currently under contract to purchase approximately 105-acres of undeveloped farmland, adjacent to the West and Southbridge Business Parks from Garrity Family Real Estate LLC And R & M Garrity Farm LLC. See Figure 1: Site Location Map.

Last November and December the Plan Commission and Common Council approved a request from Scannell Properties to rezone the subject area from R-1 Single Family Residential to Industrial Business Two (I-B-2). The rezoning matched the adjacent business park zoning and matched the zoning with the proposed land uses listed in the City of De Pere Comprehensive Plan. See Figure 2: Future Land Use Map

Figure 1: Site Location Map



Figure 2: Future Land Use Map



American Blvd Extension Impact

The City planned to acquire the 105-acres to continue development and extend American Blvd further south and connect to the Town of Lawrence. See Figure 3: Planned American Blvd Extension.

During the preliminary planning and zoning discussion, Scannell Properties expressed their desire to develop the area without the road but would provide the necessary utility easements for the GBMSD to connect to the Town of Lawrence and to the City to loop existing water utilities. See Figure 4 for an example of a Scannell Development project. The City stated it is vital for our street circulation and utility network to extend American Blvd and connect to Garroman Drive. Therefore, the road acquisition and development is not reviewed the same as a subdivision request where a residential developer dedicates the roadway and pays for the improvements to their benefit to sell more lots.

Figure 3: Planned American Blvd Extension

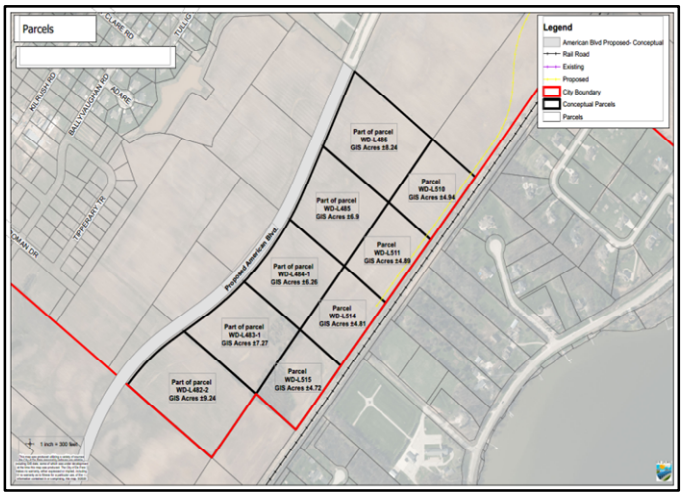
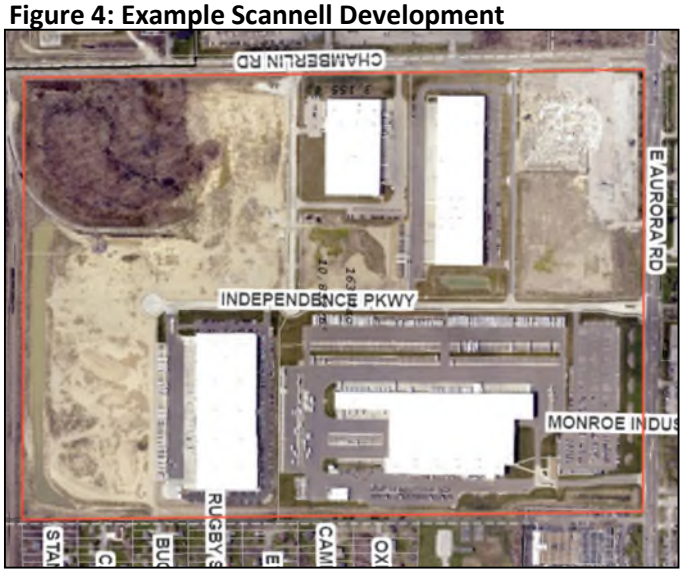
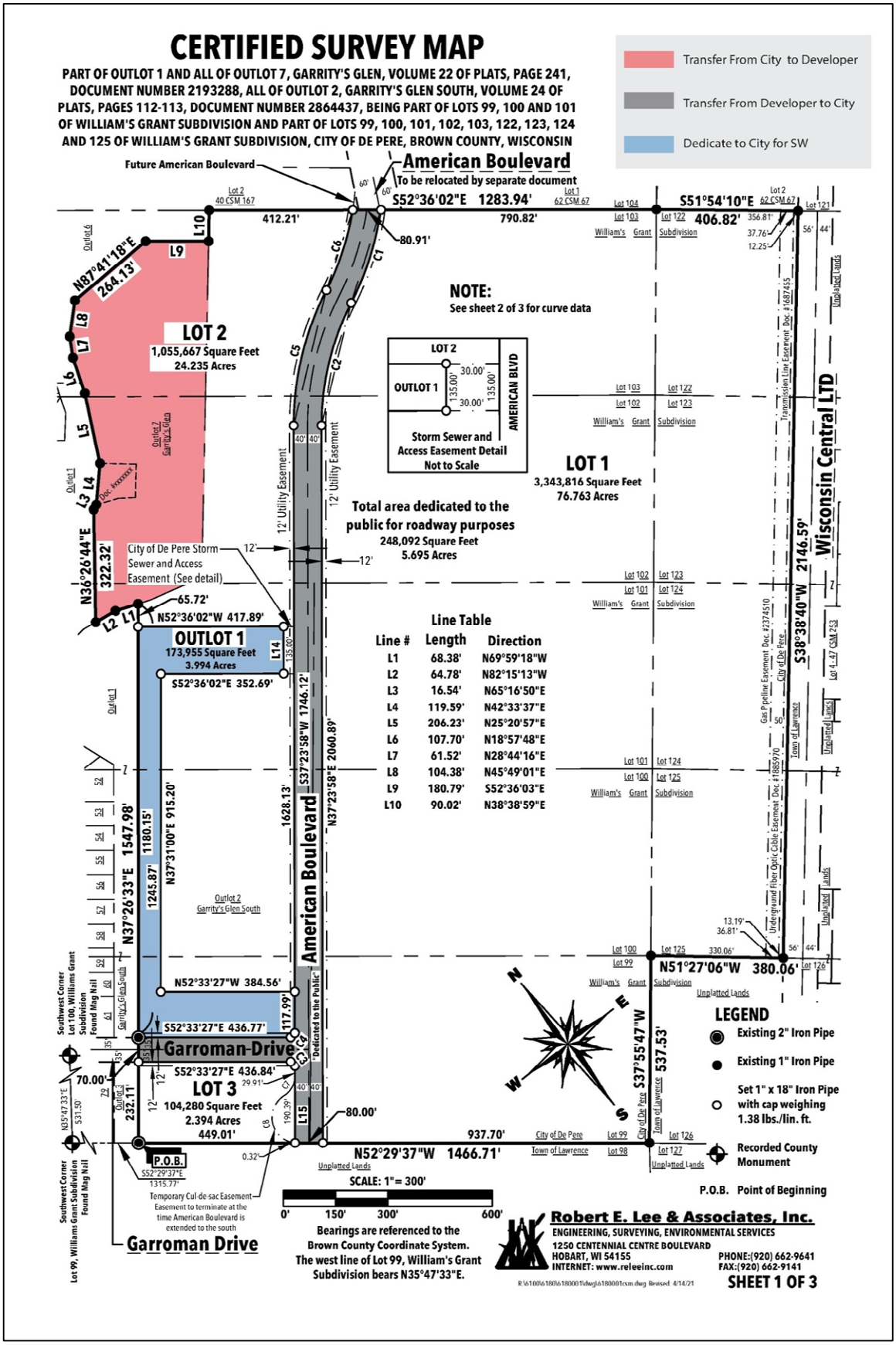


Figure 4: Example Scannell Development



To accommodate the road extension, staff proposes the City exchange City-owned business park land with the necessary road right-of-way. The City owns a 7.424-acre parcel that would be landlocked by the development (Parcel ID- WD-175). The City would exchange the parcel in addition to a small, 0.255-acre, portion of Parcel ID: WD-1753. The City needs 5.695-acres for extension of American Blvd and Garroman Drive. The land exchange would result in the City selling 1.984-acres at a purchase price of $69,440 ($35,000/acre). The developer also needs to dedicate 3.994 acres of land to the City for regional stormwater detention. The City is currently working with Scannell Properties to develop a CSM and agreement that meets the proposed terms of the exchange. See Figure 5: Propsoed Property Transfer Map on the next page. The City anticipates to construction the construction of American Blvd by the end of 2022.

Figure 5: Proposed Property Transfer Map



Proposed Developer Terms:

General Information

Staff outlines the proposed terms for a proposed sale agreement:

Parcel IDs:	WD-2021 (Owner: R & M GARRITY FARM LLC) WD-L482-2 (Owner: GARRITY FAMILY REAL ESTATE LLC) WD-L483-1 (Owner: GARRITY FAMILY REAL ESTATE LLC) WD-L484-1 (Owner: GARRITY FAMILY REAL ESTATE LLC) WD-L485 (Owner: GARRITY FAMILY REAL ESTATE LLC) WD-L486 (Owner: GARRITY FAMILY REAL ESTATE LLC) WD-L510 (Owner: GARRITY FAMILY REAL ESTATE LLC) WD-L511 (Owner: GARRITY FAMILY REAL ESTATE LLC) WD-L514 (Owner: GARRITY FAMILY REAL ESTATE LLC) WD-L515 (Owner: GARRITY FAMILY REAL ESTATE LLC) WD-1759 (Owner: De Pere City of) 0.255-Acre portion of WD-1753 (Owner: De Pere City of)
Current Acres:	113.08 acres *7.679 acres City-Owned (undeveloped and stormwater)* *105.656 acres privately owned*
Proposed Acres	113.08 acres *5.695 outlot acres for future road right-of-way* *3.994 outlot acres for future stormwater* *103.391 acres privately owned*
Purpose Use:	Business Park

Developer Obligations:

1. Exhange land per the exibit map that results in a purchase of 1.984-acres of business park land at a purchase price of $69,440.

City Obligations:

1. Exhange land per the exibit map that results in a sale of 1.984-acres of business park land at a purchase price of $69,440.

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

CERTIFIED SURVEY MAP

PART OF OUTLOT 1 AND ALL OF OUTLOT 7, GARRITY'S GLEN, VOLUME 22 OF PLATS, PAGE 241, DOCUMENT NUMBER 2193288, ALL OF OUTLOT 2, GARRITY'S GLEN SOUTH, VOLUME 24 OF PLATS, PAGES 112-113, DOCUMENT NUMBER 2864437, BEING PART OF LOTS 99, 100 AND 101 OF WILLIAM'S GRANT SUBDIVISION AND PART OF LOTS 99, 100, 101, 102, 103, 122, 123, 124 AND 125 OF WILLIAM'S GRANT SUBDIVISION, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

Part of City-Owned WD-1753 to be combined with WD-1759

Future American Boulevard

American Boulevard
To be relocated by separate document

S52°36'02"E 1283.94'

S51°54'10"E 406.82'

412.21'

790.82'

80.91'

60'

60'

Lot 2 40 CSM 167

Lot 1 62 CSM 67

Lot 2 62 CSM 67

Lot 104

Lot 103

Lot 122

Lot 121

William's Grant Subdivision

356.81'

37.76'

12.25'

56'

44'

Outlot 6

L10

L9

N87°41'18"E 264.13'

WD- 1759

LOT 2
1,055,667 Square Feet
24.235 Acres

L8

L7

L6

L5

L4

L3

Outlot 1

Doc. #xxxxxxx

Outlot 7 Garrity's Glen

C5

C1

C4

C2

NOTE:
See sheet 2 of 3 for curve data

LOT 2

OUTLOT 1

30.00'

135.00'

135.00'

30.00'

OUTLOT 1

Storm Sewer and Access Easement Detail
Not to Scale

Lot 103

Lot 102

Lot 122

Lot 123

William's Grant Subdivision

Transmission Line Easement Doc. #1687455

Unplatted Lands

Wisconsin Central LTD

LOT 1
3,343,816 Square Feet
76.763 Acres

12' Utility Easement

12' Utility Easement

City of De Pere Storm Sewer and Access Easement (See detail)

12'

12'

577.64'

N36°26'44"E 322.32'

65.72'

N52°36'02"W 417.89'

L2

L1

Lot 102

Lot 101

Lot 123

Lot 124

William's Grant Subdivision

S38°38'40"W 2146.59'

Gas Pipeline Easement Doc #2374510

City of De Pere

Town of Lawrence

Lot 4 47 CSM 253

Unplatted Lands

50'

Line Table

Line #	Length	Direction
L1	68.38'	N69°59'18"W
L2	64.78'	N82°15'13"W
L3	16.54'	N65°16'50"E
L4	119.59'	N42°33'37"E
L5	206.23'	N25°20'57"E
L6	107.70'	N18°57'48"E
L7	61.52'	N28°44'16"E
L8	104.38'	N45°49'01"E
L9	180.79'	S52°36'03"E
L10	90.02'	N38°38'59"E

OUTLOT 1
422,047 Square Feet
9.689 Acres

L14

135.00'

S52°36'02"E 352.69'

Outlot 1

S37°23'58"W 1628.12'

S37°23'58"E 2060.89'

915.48'

Lot 101

Lot 124

Lot 100

Lot 125

William's Grant Subdivision

Gas Pipeline Easement Doc #1885970

Underground Fiber Optic Cable Easement Doc. #1885970

Unplatted Lands

13.19'

36.81'

330.06'

N37°26'33"E 1547.98'

1250.15'

N37°31'00"E 915.20'

Outlot 2
Garrity's Glen South

Lot 100

Lot 99

Lot 125

Lot 126

William's Grant Subdivision

N51°27'06"W 380.06'

Unplatted Lands

Southwest Corner Lot 100, Williams Grant Subdivision Found Mag Nail

Garrity's Glen South

N52°33'27"W 384.56'

12'

12' Utility Easement

S52°33'27"E 436.84'

29.91'

C3

C6

C7

L15

190.39'

232.11'

70.00'

LOT 3
104,280 Square Feet
2.394 Acres
449.01'

80.00'

937.70'

City of De Pere

Town of Lawrence

Lot 99

Lot 98

Lot 126

Lot 127

Unplatted Lands

S37°55'47"W 537.53'

City of De Pere

Town of Lawrence

N35°47'33"E 531.50'

Outlot 3

0.32'

P.O.B.

S52°29'37"E 1315.77'

N52°29'37"W 1466.71'

Unplatted Lands

Temporary Cul-de-sac Easement
Easement to terminate at the time American Boulevard is extended to the south

Garroman Drive

Southwest Corner Lot 99, Williams Grant Subdivision Found Mag Nail

SCALE: 1"= 300'

0' 150' 300' 600'

Bearings are referenced to the Brown County Coordinate System. The west line of Lot 99, William's Grant Subdivision bears N35°47'33"E.

N E S W

LEGEND

- Existing 2" Iron Pipe
- Existing 1" Iron Pipe
- Set 1" x 18" Iron Pipe with cap weighing 1.38 lbs./lin. ft.
- Recorded County Monument

P.O.B. Point of Beginning

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
INTERNET: www.releeinc.com
PHONE:(920) 662-9641
FAX:(920) 662-9141

R:\6100\6180\6180001\dwg\6180001csm.dwg Revised: 4/14/21

SHEET 1 OF 3

DRAFT EXHIBIT A

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #21-64 Authorizing Agreement for Consulting Services Between the City of De Pere and Ruekert & Mielke, Inc. (Sanitary Sewer Smoke Testing).**

The Board of Public Works at the June 7, 2021 meeting approved accepting the proposal from Ruekert & Mielke, Inc. for smoke testing sanitary sewer systems for inflow and infiltration in the amount of $14, 447.00 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso21-64 (PDF)
- Ruekert & Mielke(Sanitary Sewer Smoke Testing)6-8-21 (PDF)
- Exhibit A-Rueckert & Mielke-Smoke Testing (PDF)
- Exhibit B-Ruekert & Mielke-Smoke Testing (PDF)
- 2021 0607 CI_BOPW_Award_Smoke_Testing(DOCX)

RESOLUTION #21-64

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND RUEKERT & MIELKE, INC.
(2021 Sanitary Sewer Smoke Testing)

WHEREAS, the City is in need of contracting with an engineering firm to administer a smoke testing program in City's sanitary sewer system, specifically the William Street and Trailwood Drive sub-basins for inflow and infiltration; and

WHEREAS, Ruekert & Mielke, Inc. has available and offers to provide qualified personnel, equipment and professional assistance necessary to accomplish such services within the required timeframe; 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 Mayor and City Clerk are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Ruekert & Mielke, Inc., as is attached hereto and incorporated herein as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 06/07/21

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND RUECKERT & MIELKE, INC. (2021 Sanitary Sewer Smoke Testing)

THIS AGREEMENT made and entered into this ___ day of _____, 2021, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Ruekert & Mielke, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of an engineering firm to administer smoke testing in City's sanitary sewer system, specifically the William Street and Trailwood Drive sub-basins for inflow and infiltration, as well as prepare a final report as a result of the program; and

WHEREAS, Consultant has available and offers to provide qualified personnel, equipment and professional assistance necessary to accomplish such services within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated May 27, 2021 (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 this 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 Exhibits A and B. Any change to the scope of services as identified therein shall be defined in a separate 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 necessary information concerning the project, including but not limited to sanitary system maps and basin delineations, the 2020 Inflow and Infiltration Study and Clear Water Mitigation Plan and other information as outlined in the exhibits to this agreement. In addition, City can provide a drone, pilots and up to five seasonal employees to assist with testing area tasks.

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, in an amount not to exceed $14,447.00 to be paid pursuant to the units identified, with monthly invoicing based upon the percentage of work completed. Payment to the Consultant is due upon receipt of invoice by the City; however, the City will not issue more than one payment per month. 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

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 the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article 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. Charges for the latter work are subject to the 10 percent limitation described in this Article.

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

With a copy to:

City of De Pere
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Consultant:
Ruekert & Mielke, Inc.
Attention: Ryan T. Amtmann, P.E.
1400 Lombardi Avenue
Suite 101S
Green Bay, WI 54304

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

RUEKERT & MIELKE, INC.

By: _____
Ryan T. Amtmann, P.E.
Vice President, Client Team Leader

By: _____
Printed Name: _____
Title: _____

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\2021\Consultant Agreements\Ruekert & Mielke(Sanitary Sewer Smoke Testing)6-8-21.docx

Request for Proposals
For
2021 Smoke Testing

The City of De Pere would like to invite your firm to submit a proposal to administer smoke testing in sanitary sewer basins previously identified to experience high inflow and infiltration.

Your proposal must be submitted to our office by Thursday, May 27, 2021 at 1:00 P.M. Proposals can be submitted via e-mail to Eric Rakers at erakers@deperewi.gov.

GENERAL INFORMATION:

This is the City's first attempt at a smoke testing program. The intent of this project is to review two smaller sub-basins for inflow and infiltration. Based off the success of this program, the City will consider budgeting for larger smoke testing projects in the future.

The City of De Pere operates and maintains a gravity fed sanitary sewer system which includes well over 100 miles of sewers, and one lift station, serving development on both sides of the Fox River. The wastewater from the City's collection system discharges into the Green Bay Metropolitan Sewerage District (GBMSD) wastewater treatment facility located in West De Pere. The GMBSD wastewater treatment facility was purchased from the City on January 1, 2008. The solids generated at the De Pere plant are piped to the Green Bay facility for processing.

The original collection system was constructed over 100 years ago and was designed to collect both wastewater and storm runoff. While major efforts have been made to eliminate connections that allow for the entry of storm water into the collection system, the City still experiences significant increases in flow following major rainfall. Since 2007, the City has been lining or relaying approximately 10,000 linear feet of sewer a year, relaying laterals to the property line, repairing manholes and sealing leaks in pipes. Flow monitors installed by GBMSD have recorded peak factors as high as 20 following rainfall events.

In 2019, The City hired Ruekert & Mielke, Inc. to complete field monitoring and provide an Inflow and Infiltration Mitigation Report to outline th**e** City's future steps towards reducing inflow and infiltration into our sanitary sewer collection system. Wastewater monitoring was performed at 18 sites in the De Pere wastewater collection system. Sites were monitored to confirm and further pinpoint areas that were previously identified to have excessive inflow and infiltration amounts. For this project's purposes, the focus will be on the following two sub-basins:

William Street Sub-basin within the Front Street Annex Basin (Basin E-1)
The Front Street Annex basin is 533.2 acres in size and has an average flow of 307.5 gallons per minute (gpm) entering the Green Bay Metropolitan Sewerage District's interceptor running along the Fox River (207.5 gpm under dry conditions). As a whole, this basin has a weighted average peak factor of 3.5 attributed to infiltration and a 5.1 attributed to inflow (during a rainfall event, the system saw 5.1 times the average flow under dry conditions).

This basin was monitored at nine different locations creating nine sub-basins. Further breaking this system down into smaller sub-basins, the peak flow factor attributed to infiltration reached as high as 10.6 on William Street (approx. 16.7 acres).

See Exhibit A for this basin map.

Trailwood Drive (east) Sub-basin within the Aldrin Basin (Basin W-4)
The Aldrin basin is 159.1 acres in size and has an average flow of 99.1 gpm entering the Green Bay Metropolitan Sewerage District's interceptor running along Suburban Drive (82.8 gpm under dry conditions). As a whole, this basin has a weighted average peak factor of 4.6 attributed to infiltration and 5.5 attributed to inflow.

This basin was monitored at six locations creating six sub-basins. Further breaking this system down into smaller sub-basins, the peak flow attributed to infiltration reached as high as 14.7 on Trailwood Drive east of Suburban Drive (approx. 7.0 acres). The peak flow factor attributed to inflow was as high was 16.7 in this same sub-basin.

See Exhibit B for this basin map.

SCOPE OF SERVICES:
The chosen firm will be tasked in administering a smoke testing program with limited assistance from City staff. The majority of correspondence and review will be completed via email and by phone with Chase Kuffel, Assistant City Engineer.

Meetings
The consultant should include three meetings in the proposal as follows:

1. Kickoff meeting
2. Smoke Testing Training Meeting
    - This meeting is to train observers on what to look for and how to document smoke testing findings. City anticipates providing a drone operator and up to five seasonal staff members for observation.

- Observers will need to be equipped to communicate the following benefits of smoke testing with property owners/tenants:
    i. Identification of sewer gases entering properties.
    ii. Dry traps in unused toilets, sinks, and drinking fountains.
    iii. Deteriorated floor drains.
    iv. Washing machine connections to sanitary laterals with no P trap.
    v. Deteriorated toilet wax ring.

3. Final Report Meeting

Smoke Testing Preparation

The City has identified the following items requiring preparation in advance of smoke testing:

1. Selection of testing date(s).
2. Review of final language for notices to residents/property owners.
3. Preparation and review of smoke testing procedural maps. Maps are to include candle/blower location(s), the review area for each team of observers and the manholes to be used to release smoke from the system. Any rooftops/areas to be targeted by the drone should also be established on separate maps.
4. Verification of need for sewer plugs to isolate testing area. The Trailwood Drive (east) basin may need a plug at the highpoint manhole at 1010 Trailwood Drive.
5. Identify if there are any confined spaces and develop a checklist of safety equipment needed.
    a. Personal Protective Equipment
    b. Air Quality Equipment
    c. Rescue Equipment
6. Preparation of smoke testing observation forms for use during smoke testing operations.

Smoke testing preparation has been broken down by anticipated staff required to complete the items listed above. Mileage is to be paid separate from the hourly rate of identified staff. The anticipated hours are listed in the attached fee schedule.

Smoke Testing Observation

The City anticipates smoke testing to take place on two separate dates targeting one basin per day. Observers will monitored the identified basins and document the inflow and infiltration sources for inclusion in the final findings report. Observers are to record their inspections on forms for each set-up and photograph cross-connections, defects, and smoke leaks. A paint mark shall be left in the field such that City staff can locate the inflow and infiltration source in the future for GPS mapping.

Smoke testing observation has been broken down by estimated staff required. The actual amounts will very based on actual staffing needed. Mileage is to be paid separate from the hourly rate of identified staff. The anticipated hours are listed in the attached fee schedule.

Final Report Preparation

After the completion of smoke testing, the prepare and draft a final report outlining the location of smoke testing and steps taken in advance of the smoke testing date. All sources of inflow and infiltration identified through this program shall be outlined in the report with a mapped exhibit of findings. The report will include an estimate of flow rates of identified inflow and infiltration sources.

The following flow rates have been provided to the City in the July 2020 Ruekert & Mielke report:

Table 1 - Flow Rate of Inflow Sources [(a)]

Defect/Source	Flow Rate [(b)]
Cleanouts	1.5 gpm
Building Laterals	2.1 gpm
Area Drains [(c)]	9.1 gpm
Sump Pumps	2.3 gpm
Downspouts	14.5 gpm

(a) City of Tulsa information from "Control of Infiltration and Inflow" WEF, 1999

(b) Based on a 1-year 60-minute storm intensity

(c) Includes patio and driveway drains, etc.

A final draft of this report will be presented to the City of De Pere Board of Public Works for informational consideration.

SCHEDULING:

The City anticipates taking proposals to the Board of Public Works and Common Council on June 7 and June 15, 2021 for consideration and approval. Smoke testing is planned to occur during the summer dry season between July 6 and September 30, 2021. The final report of findings shall be submitted by October 29, 2021 for presentation to the Board of Public Works in November.

The City plans to use the findings of this project to further promote its efforts in combatting inflow and infiltration.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workmen's compensation acts; claims for damages because of bodily injury including personal injury,

sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries ort damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub consultants in prosecuting the work.

FEE:

The proposed fee schedule shall be submitted on the attached form. The hours listed on the attached fee schedule are estimated and will be paid by actual hours completed. A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

DELIVERY:

The deliverables for the project include the following:

- Paper copies of inspection forms documenting all inflow and infiltration sources.
- Electronic photos of inflow and infiltration corresponding with inspection forms. Photos should be labeled to correspond with inspection forms by location.
- A final findings report in a Microsoft Word document and PDF format.
- An estimate of flow rates of inflow and infiltration sources in a Microsoft Excel spreadsheet.

ADDITIONAL INFORMATION:

The City will provide the following to the consultant for the smoke testing program:

- Sanitary system maps and basin delineations for the William Street and Trailwood Drive (east) sub-basins.
- 2020 Inflow and Infiltration Study and Clear Water Mitigation Plan completed by Ruekert & Mielke, Inc.
- The City has a drone and pilots available to assist in monitoring. A minimum of two-week notice should be provided. The ability to use the drone will be weather dependent. The drone is limited to 20 minutes of air time per battery, with only five batteries available per testing day.
- The City can provide up to five seasonal staff members to assist in walking the testing areas.
- GPS coordinates of observed I/I sources.

Additionally, the City will complete the following in advance of the smoke testing dates:

- Notification to the Green Bay Press Gazette one week in advance of smoke testing.
- Advance notice letter to residents/property owners one week in advance of smoke testing.
- Placement of door hangers throughout the smoke testing areas.
- Notification to emergency services.

A sample consultant agreement is attached.

Proposed Fee Schedule

Company Name:_____

Company Address:_____

Company Address:_____

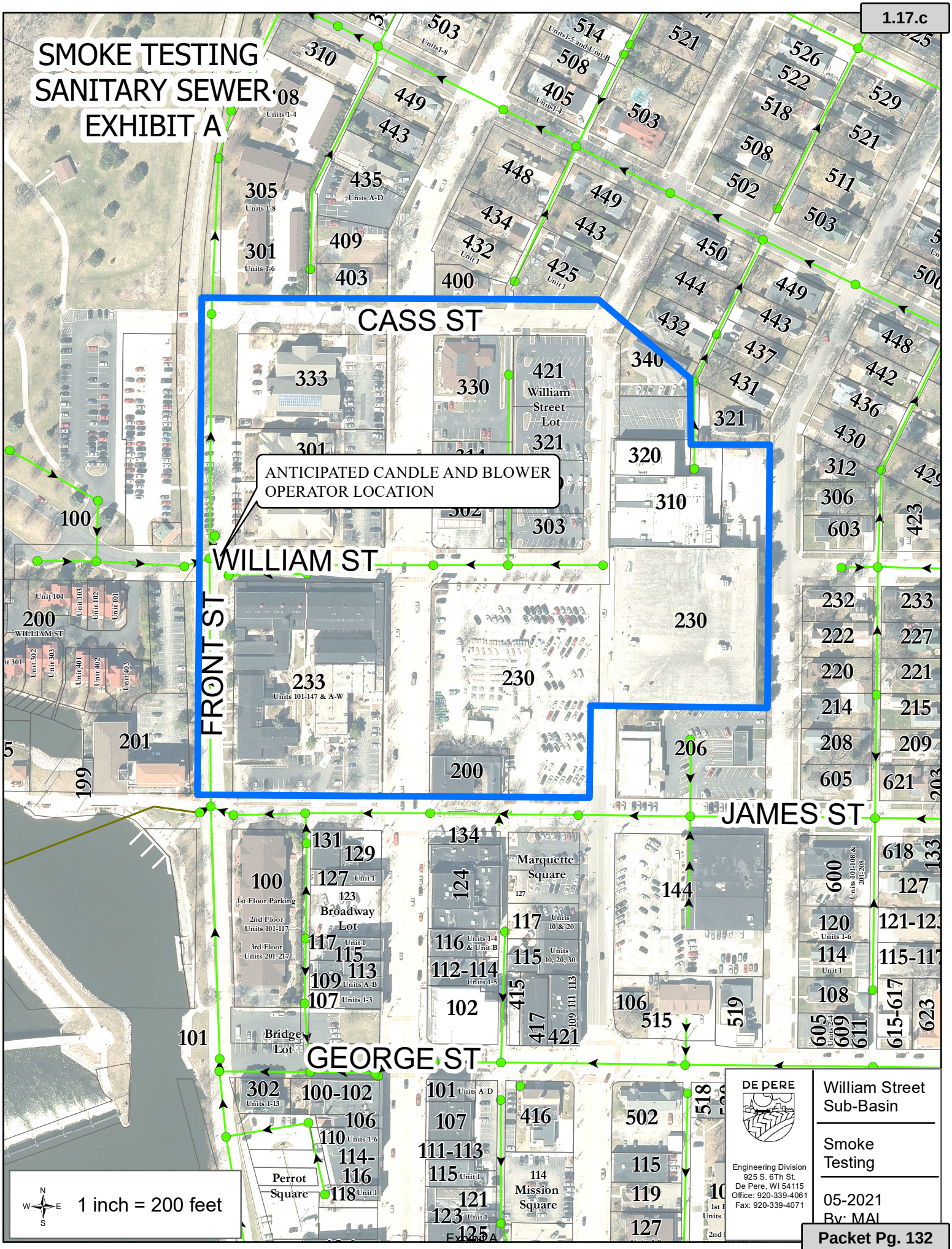
Company Representative:_____

Signature:_____

Fee (Total):_____

Item #	Description	Unit	Quantity	Unit Price	Total
Meetings					
M-1	Kick-Off Meeting	LS	1	$	$
M-2	Smoke Testing Training Meeting	LS	1	$	$
M-3	Final Report Meeting	LS	1	$	$
Smoke Testing Preparation					
STP-1	Clerical	HR	8	$	$
STP-2	Project Manager	HR	20	$	$
STP-3	Technician	HR	12	$	$
STP-4	Mileage	MI	50	$	$
Smoke Testing Observation					
STO-1	Project Manager	HR	12	$	$
STO-2	Blower Operator	HR	12	$	$
STO-3	Observers	HR	36	$	$
STO-4	Mileage	MI	500	$	$
Deliverables					
D-1	Final Report Preparation	LS	1	$	$
				PROPOSAL TOTAL	$

Note: Staff hours are estimated and will be paid based on actual hours completed.


SMOKE TESTING
SANITARY SEWER
EXHIBIT A
CASS ST
WILLIAM ST
FRONT ST
JAMES ST
GEORGE ST
ANTICIPATED CANDLE AND BLOWER OPERATOR LOCATION
William Street Lot
Marquette Square
Broadway Lot
Bridge Lot
Perrot Square
114 Mission Square
1 inch = 200 feet
DE PERE
Engineering Division
925 S. 6Th St.
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4071
William Street Sub-Basin
Smoke Testing
05-2021
By: MAL

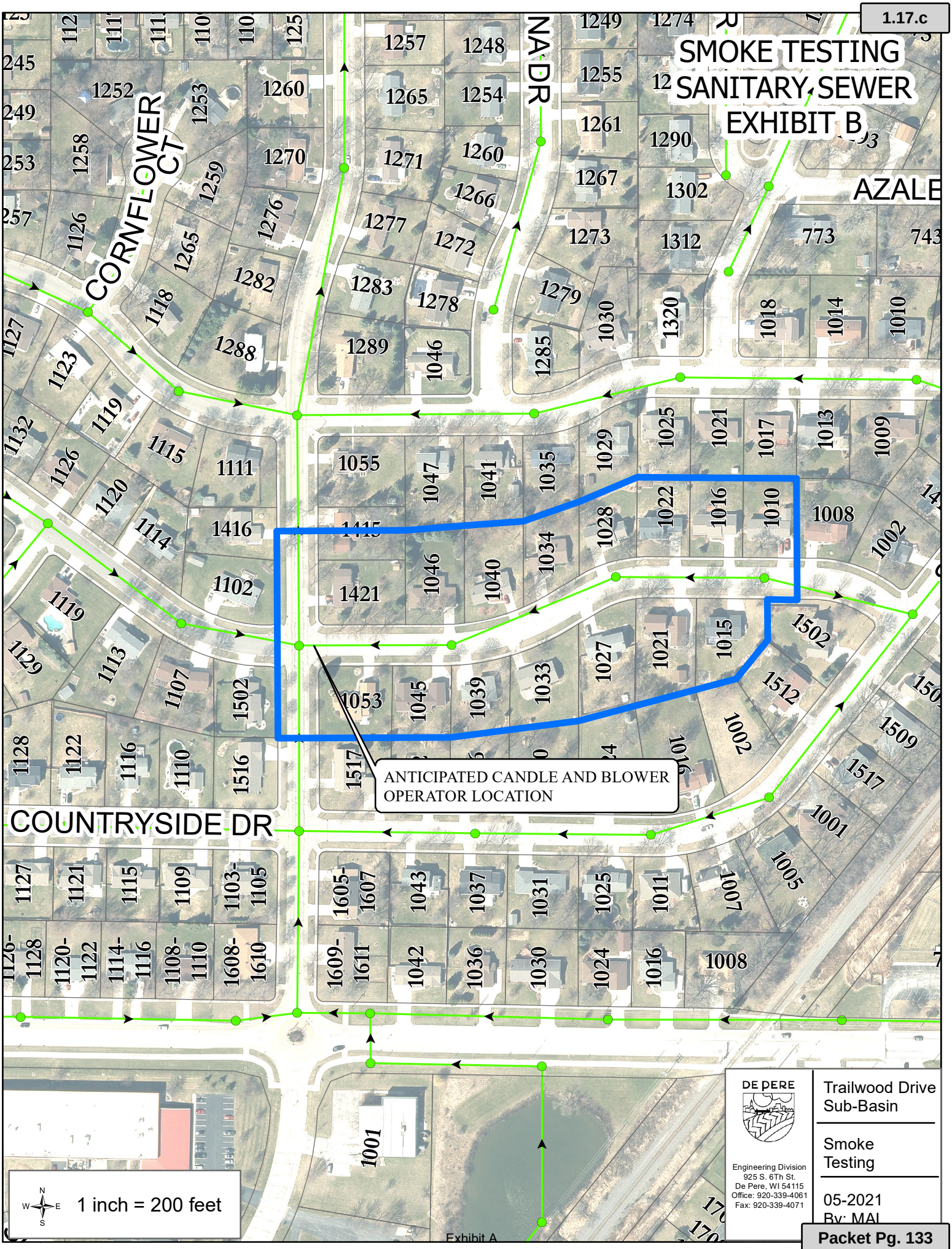

SMOKE TESTING
SANITARY SEWER
EXHIBIT B
CORNFLOWER CT
NA DR
AZALE
COUNTRYSIDE DR
ANTICIPATED CANDLE AND BLOWER OPERATOR LOCATION
1 inch = 200 feet
DE PERE
Engineering Division
925 S. 6Th St.
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4071
Trailwood Drive Sub-Basin
Smoke Testing
05-2021
By: MAL

Exhibit A

Ruekert • Mielke
1400 Lombardi Avenue, Suite 101S, Green Bay, WI 54304 920-876-6382

May 27, 2021

Mr. Chase K. Kuffel
Assistant City Engineer
City of De Pere
925 S. Sixth Street
De Pere, WI 54115

Re: 2021 Smoke Testing

Dear Mr. Kuffel,

Ruekert & Mielke, Inc. (R/M) thanks you for the opportunity to submit this proposal for the 2021 Smoke Testing Program. This letter presents our proposed scope of services, time schedule, and fee based on your request for proposal (RFP) dated May 12, 2021.

Study Description

The 2021 Smoke testing Program is described in detail in the RFP and includes smoke testing two areas: William Street Sub-Basin within the Front Street Annex Basin E-1, and Trailwood Drive (East) Sub-Basin within the Aldrin Basin W-4.

Scope of Services

The following services will be provided in the 2021 Smoke Testing Program:

1. Meet with City staff in a kickoff meeting.
2. Attend a meeting to train City observers on smoke testing procedures, locating illegal cross connections in the sewer service area, public communication, and proper recording and documentation of the findings.
3. Review sewer mapping and identify tentative smoke blower set up locations.
4. Assist City in preparing notices to residents/property owners.
5. Prepare and review smoke testing procedural maps with observers.
6. Prepare maps of areas in smoke testing basins that need inspection of rooftops with drone.
7. Locate sewers in basins that need sewer plugs to isolate smoke travel.
8. Identify if confined space entry is required and prepare list of safety equipment needed.
9. Prepare smoke testing observation forms for use during smoke testing to identify cross connections, defects, and observed smoke.
10. Provide a paint mark on inflow and infiltration sources to provide locations for GPS mapping.
11. Prepare a final report outlining steps taken in program, locations of smoke tested area and smoke blower set ups, identified sources of inflow and infiltration in tabular format and shown on mapping, and an estimate of flow rates of the identified inflow and infiltration sources.
12. Present final draft of report to City of De Pere Board of Public Works.
13. Provide the following deliverables to the City:
    - Paper copies of inspection forms documenting all inflow and infiltration sources.
    - Electronic photos of inflow and infiltration corresponding with inspection forms. Photos should be labeled to correspond with inspection forms by location.
    - A final finding report in a Microsoft Word document and PDF format.
    - An estimate of flow rates of inflow and infiltration sources in a Microsoft Excel spreadsheet.

Time Schedule

It is anticipated the smoke testing will be performed during the dry weather period of July 6 to September 30, 2021, and the final report will be submitted to the City by October 29, 2021.

Fee

The fees for services provide as outlined in the RFP are included in the attached Proposed Fee Schedule. Please contact Taryn Nall or myself if you have any questions or if you need additional information. The fee schedule below is included for any additional services.

Item	Fee	Unit
Senior Engineer	$122	Per Hour
Engineer	$106	Per Hour
Registered Land Surveyor	$100	Per Hour
Senior Technician	$105	Per Hour
Technician	$78	Per Hour
Clerical	$68	Per Hour
Mileage	$0.58	Per Mile

Respectfully,

RUEKERT & MIELKE, INC.

Colin L. Meisel, P.E. (IA, IL, IN, MI, MN, WI)
Team Leader
cmeisel@ruekert-mielke.com

CLM:nah
Enclosure

Additionally, the City will complete the following in advance of the smoke testing dates:

- Notification to the Green Bay Press Gazette one week in advance of the smoke testing.
- Advance notice letter to residents/property owners one week in advance of smoke testing.
- Placement of door hangers throughout the smoke testing areas.
- Notification to emergency services.

A sample consultant agreement is attached.

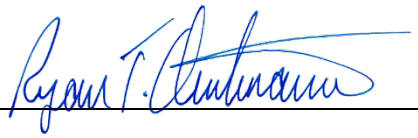
Proposed Fee Schedule

Company Name: Ruekert & Mielke, Inc.

Company Address: 1400 Lombardi Avenue, Suite 101S

Company Address: Green Bay, WI 54304

Company Representative: Ryan T. Amtmann, P.E.

Signature: 

Fee (Total): $14,447.00

Item #	Description	Unit	Quantity	Unit Price	Total
Meetings					
M-1	Kick-Off Meeting	LS	1	$425	$425
M-2	Smoke Testing Training Meeting	LS	1	$850	$850
M-3	Final Report Meeting	LS	1	$425	$425
Smoke Testing Preparation					
STP-1	Clerical	HR	8	$68	$544
STP-2	Project Manger	HR	20	$122	$2,440
STP-3	Technician	HR	12	$78	$936
STP-4	Mileage	MI	50	$0.58	$29
Smoke Testing Observation					
STO-1	Project Manager	HR	12	$122	$1,464
STO-2	Blower Operator	HR	12	$78	$936
STO-3	Observers	HR	36	$78	$2,808
STO-4	Mileage	MI	500	$0.58	$290
Deliverables					
D-1	Final Report Preparation	LS	1	$3,300	$3,300
Proposal Total					$14,447

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 7, 2021

RE: **Consideration and possible action on award of Request for Proposals for Smoke Testing***

The Engineering Department received a proposal for Smoke Testing on May 27, 2021. This proposal is for the administration of a smoke testing program at two areas currently experiencing high inflow and infiltration of clear water in our sanitary sewer system. Smoke is blown up the sanitary sewer and escapes the sewer at infiltration points allowing staff to identify potential leaks or required repairs as smoke escapes the sewer to the land surface. All local authorities and residents would be notified of this work prior to its start. The proposal received is as follows:

Contractor	Amount
Ruekert & Mielke, Inc.	$14,447.00

Staff also requested proposals from Cedar Corporation and Robert E. Lee & Associates, Inc. Cedar Corporation indicated to staff that they are currently too busy to take on this project. No response was received from Robert E. Lee & Associates.

The allocated budget amount for the project is $30,000 from the Sewage Revenue Fund.

Staff's recommendation is to accept the proposal from Suburban Ruekert & Mielke, Inc. in the amount of $14,447.00.

Attachments:
2021 0527 RM_Smoke Testing Proposal

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #21-65 Authorizing Agreement for Contractor Services Between the City of De Pere and Suburban Wildlife Solutions, LLC (Storm Water Detention Pond Trapping Services).**

The Board of Public Works at the June 7, 2021 meeting approved accepting the proposal from Suburban Wildlife Solutions, LLC. for pond trapping muskrats at storm water detention ponds in the amount of $19,873.00 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso21-65 (PDF)
- Suburban Wildlife Solutions, LLC(Trapping Services)6-9-21 (PDF)
- Exhibit A-Suburban Wildlife Solutions, LLC (PDF)
- Exhibit B-Suburban Wildlife Solutions, LLC (PDF)
- 2021 0607 CI_BOPW_Award_21-21 (PDF)

RESOLUTION #21-65

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND SUBURBAN WILDLIFE SOLUTIONS, LLC
(Storm Water Detention Pond Trapping Services)

WHEREAS, the City is in need of retaining trapping services to protect against muskrat damage to pond embankments and vegetation near its storm water facilities; and

WHEREAS, Suburban Wildlife Solutions, LLC has available and offers to provide personnel and equipment necessary to accomplish trapping services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the Board of Public Works 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 enter into an Agreement for Contractor Services Between the City of De Pere and Wildlife Solutions, LLC as attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

> All City officials, officers, employees, and agents are 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 15th day of June, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 06/07/2021

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND SUBURBAN WILDLIFE SOLUTIONS, LLC
(Storm Water Detention Pond Trapping Services)

THIS AGREEMENT made and entered into this ___ day of _____, 2021, by and between the City of De Pere, Wisconsin, a Wisconsin municipal corporation ("City"), and Suburban Wildlife Solutions, LLC, a Wisconsin limited liability corporation ("Contractor").

WITNESSETH

WHEREAS, the City is in need of retaining trapping services to protect against muskrat damage to pond embankments and vegetation near its storm water facilities; and

WHEREAS, the Contractor has available and offers to provide personnel and equipment necessary to accomplish trapping services within the required timeframe.

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECT AND SCOPE OF CONTRACTOR SERVICES

The project is for muskrat trapping services at City storm water facilities and Contractor agrees to perform those services as described in City's Request for Proposals attached hereto and incorporated as Exhibit A and Contractor's Proposal thereto attached as Exhibit B. No standard terms or conditions are incorporated into this Agreement, unless such term is specifically written into the Agreement. If, during the course of performing the work, City and Contractor agree that it is necessary to make changes in the project as described, such changes will be incorporated into this Agreement only by written amendment, signed by the parties. Such writing shall include the scope of the work to be done, the schedule for commencing and completing the work and the basis for compensation for such work.

II. CITY OBLIGATIONS

City agrees to provide notice to nearby residents of the trapping activities, and will trim vegetation around ponds as needed, with advance notice from Contractor.

III. TIME FOR COMPLETION

Time is of the essence in Contractor's performance under this Agreement. Contractor shall complete two trapping periods in each pond with each period lasting seven days, following Wisconsin Trapping Regulations to meet the time requirements of the City. Should Contractor

encounter any circumstances, which, in the Contractor's opinion, will delay performance, Contractor shall so inform the City in writing.

IV. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation as provided in Exhibit B. Services shall be billed at the conclusion of each trapping session. Compensation for any additional services authorized by City shall be as agreed upon by the City and Contractor and set forth in the written authorization for those additional special services.

V. INSURANCE

A. The Contractor 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, with per occurrence limits of $1,000,000, with additional umbrella liability insurance coverage of not less than $2,000,000.

2. Automobile Liability

(A) Coverages must include the following extensions:
Comprehensive Form
(1) All Owned Autos
(2) All Hired Autos
(3) All Non-Owned Autos
(4) Mobile Equipment
(5) Specialized Equipment
(6) Contractual Liability
(7) Uninsured Motorists to Limit of Policy
(8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:
Combined Single Limit/Bodily Injury and Property Damage:
$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:
Limits equal to above combined single limit

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

The Contractor shall provide City with a certificate of insurance outlining the required coverage and naming the City as an additional insured thereunder for purposes of the Contract.

VI. INDEMNIFICATION

Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a part indemnified hereunder.

VII. SUBCONTRACTS

The Contractor shall not subcontract any of the work required hereunder without the specific written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Contractor shall be responsible to the City for the actions of person and firms performing subcontract work.

VIII. 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 Contractor without the prior written consent of the other.

IX. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

A. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and its officers, agents and employees against any claim or liability arising from or based on the

violation of any such law, ordinance, or regulation, whether by Contractor or its employees, subcontractors, or agents.

B. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of 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 that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

X. INTEGRATION

This Agreement represents the entire understanding of the City and Contractor 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.

XI. 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.

XII. 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 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 Contractor's services, the Contractor 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 Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action,

but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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.

XIII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:	If to Contractor:
City of De Pere	Suburban Wildlife Solutions, LLC
Attn: City Administrator	Attn: Kurt W. Schroeder
335 South Broadway Street	N1940 County Road CC
De Pere, WI 54115	Kaukauna, WI 54130

XIV. TERMINATION

This Agreement shall terminate as of March 31, 2022.

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

SUBURBAN WILDLIFE SOLUTIONS, LLC

By: _____
Kurt W. Schroeder, Managing Member

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

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Request for Proposals
For
Trapping Services

The City of De Pere would like to invite your company to submit a proposal for muskrat trapping in 2021-2022.

Your proposal must be submitted to our office by Thursday, May 27, 2021 at 1:00 p.m.

GENERAL INFORMATION:
The City of De Pere conducts annual inspection of its storm water facilities. We are finding these facilities are experiencing damage to pond embankments and vegetation as a result of muskrats. The purpose for this Request for Proposals (RFP) is to obtain services to trap muskrats around these storm water facilities.

SCOPE OF SERVICES:
The City shall grant the selected Trapper exclusive rights for trapping muskrats only on or around the following City storm water facilities:

1. SW Business Park Pond System
2. Honeysuckle Pond and Swale
3. Scheuring – Suburban Pond
4. Exit 161 Roundabout (Hwy 41 – Scheuring) Pond
5. SW Lawrence – Grant Ponds
6. Killarny Pond
7. 1851 Enterprise (Woodchuck Trapping)

Muskrat removal shall consist of two trapping periods in each pond with each period lasting seven days. Upon completion of a trapping period, submit a report to the City listing the date of the trapping period and the number of muskrats removed from each pond.

The trapper is required to follow Wisconsin Trapping Regulations, latest edition, as set forth by the Wisconsin Department of Natural Resources.

SCHEDULING:
This RFP will result in an agreement between the City of De Pere and the selected Trapper on or around the City's storm water Facilities terminating March 31, 2022.

SITE ACCESS

Access each site as noted below and on the exhibits. Any on street parking must be accompanied by traffic control, meeting the standards set for in the United States Department of Transportation's Manual on Uniform Traffic Control Devices (MUTCD) to protect vehicles. Access to each individual pond is anticipated to be as follows:

1. Exhibit #1: SW Business Park Pond System
    - Parking on the grassed terrace on American Boulevard (See Exhibit #6 for traffic control requirements.)
    - Southbridge Road
    - American Court
    - Samantha Park
    - Any of the storm sewer easements shown on the exhibit, access by foot only
2. Exhibit #2: Honeysuckle Pond and Swale
    - Lawrence Drive Parking Lane
    - Red Maple Extended west of American Boulevard
    - Parking on the grassed terrace on American Boulevard (See Exhibit #6 for traffic control requirements.)
3. Exhibit #3: Scheuring – Suburban Pond
    - Park on Suburban Drive, walk around to access from asphalt path along Scheuring Road
4. Exhibit #4: Exit 161 Roundabout (Hwy 41 – Scheuring) Pond
    - Access site from Preserve Trail
5. Exhibit #5: SW Lawrence – Grant Ponds
    - Parking on the grassed terrace on Lawrence Drive. (See Exhibit #6 for traffic control requirements.)
6. Exhibit #6: Killarny Pond
    - Access site from Killarny Trail on the north side of the pond.
7. Exhibit #7: 1851 Enterprise Drive
    - Park onsite.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub-consultants in prosecuting the work.

The Trapper shall comply with all DNR regulations and licensing requirements in conducting any trapping on or around the City's storm water facilities.

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and shall restore the site to the condition existing prior to entry.

FEE:

The proposed fee schedule shall be submitted on the attached form. A company fee schedule shall be attached for additional services offered that are not shown on the attached form. Licensure fees for muskrat trapping shall be considered incidental to the submitted unit prices.

DELIVERY:

E-mail, in PDF format, copies of trapping results specific for each storm water facility to the City Engineer. Hard copies will not need to be provided. Trapping results shall include days trapping and the number of muskrats caught.

ADDITIONAL INFORMATION:

The City will provide the following services as part of this project:

- Written notice to nearby residents of ongoing trapping activities.
- Trim vegetation around ponds if needed. Advance notice will need to be provided so the City can schedule required trimming.

A sample consultant agreement is attached. The attached agreement template is for solicitation purposes only. The selected proposal will have the ability to work with the City to modify certain terms of the attached agreement.

Exhibits of each site are attached.

Proposed Fee Schedule

Company Name:_____

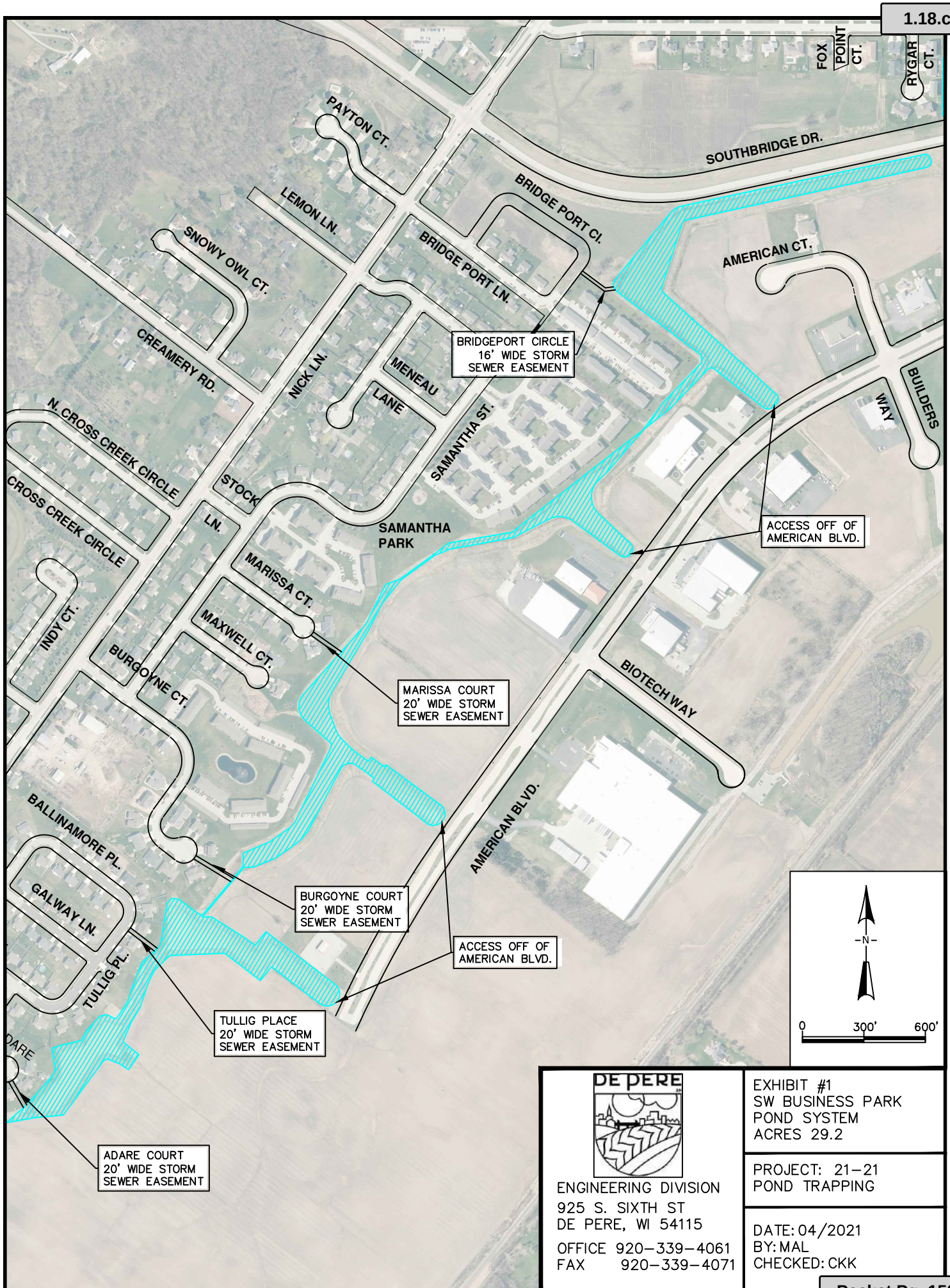
Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

Item #	Description	Unit	Quantity	Total
1	SW Business Park Pond System	ACRES	29.2	$
2	Honeysuckle Pond and Swale	ACRES	8.4	$
3	Scheuring – Suburban Pond	ACRES	2.6	$
4	Exit 161 Roundabout (Hwy 41 – Scheuring) Pond	ACRES	2.6	$
5	SW Lawrence – Grant Pond	ACRES	4.9	$
6	Killarny Pond	ACRES	3.4	$
7	1851 Enterprise Drive	ACRES	1.7	$
			PROPOSAL TOTAL:	$



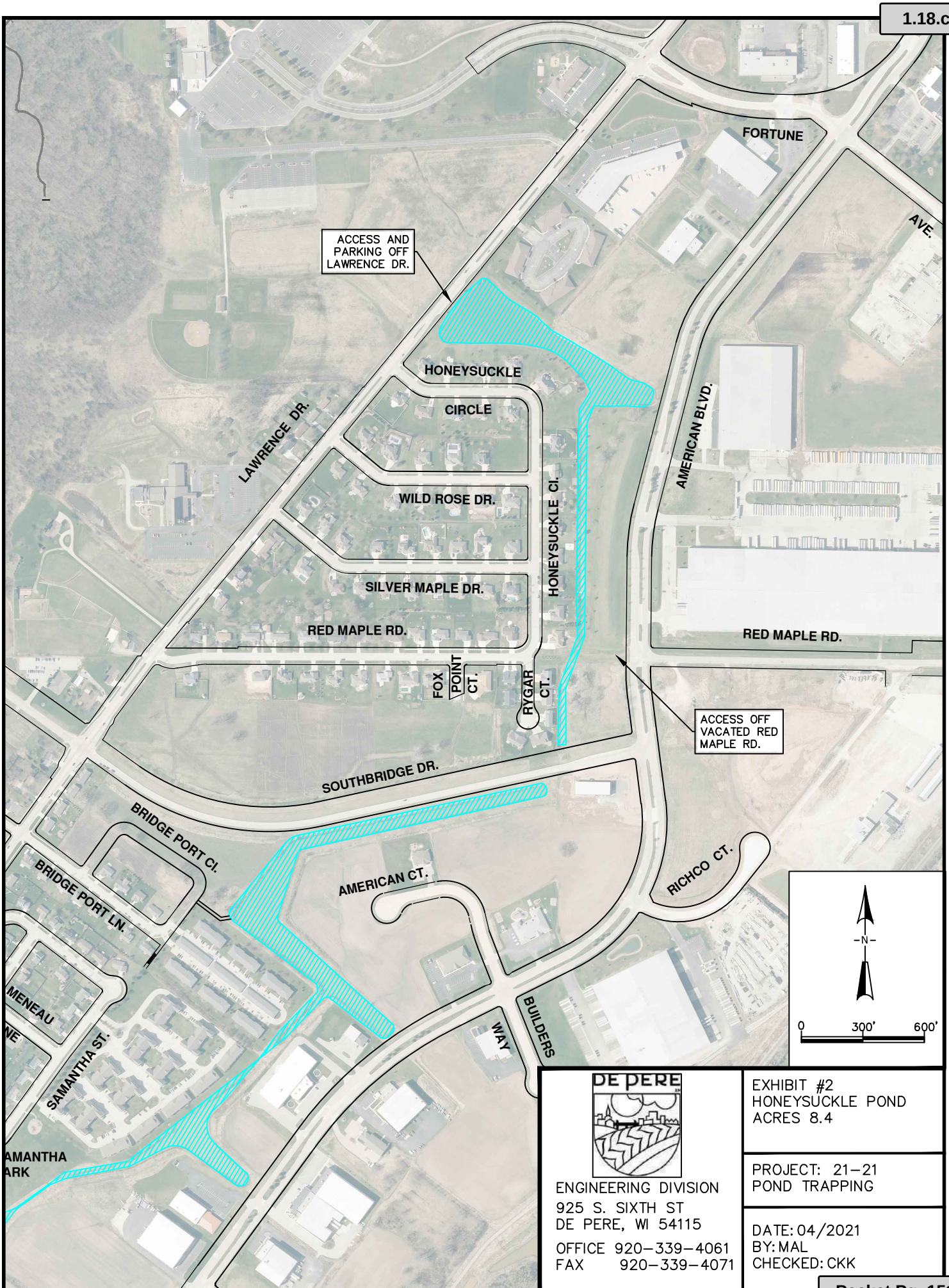
DE PERE

ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #1
SW BUSINESS PARK
POND SYSTEM
ACRES 29.2

PROJECT: 21-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK



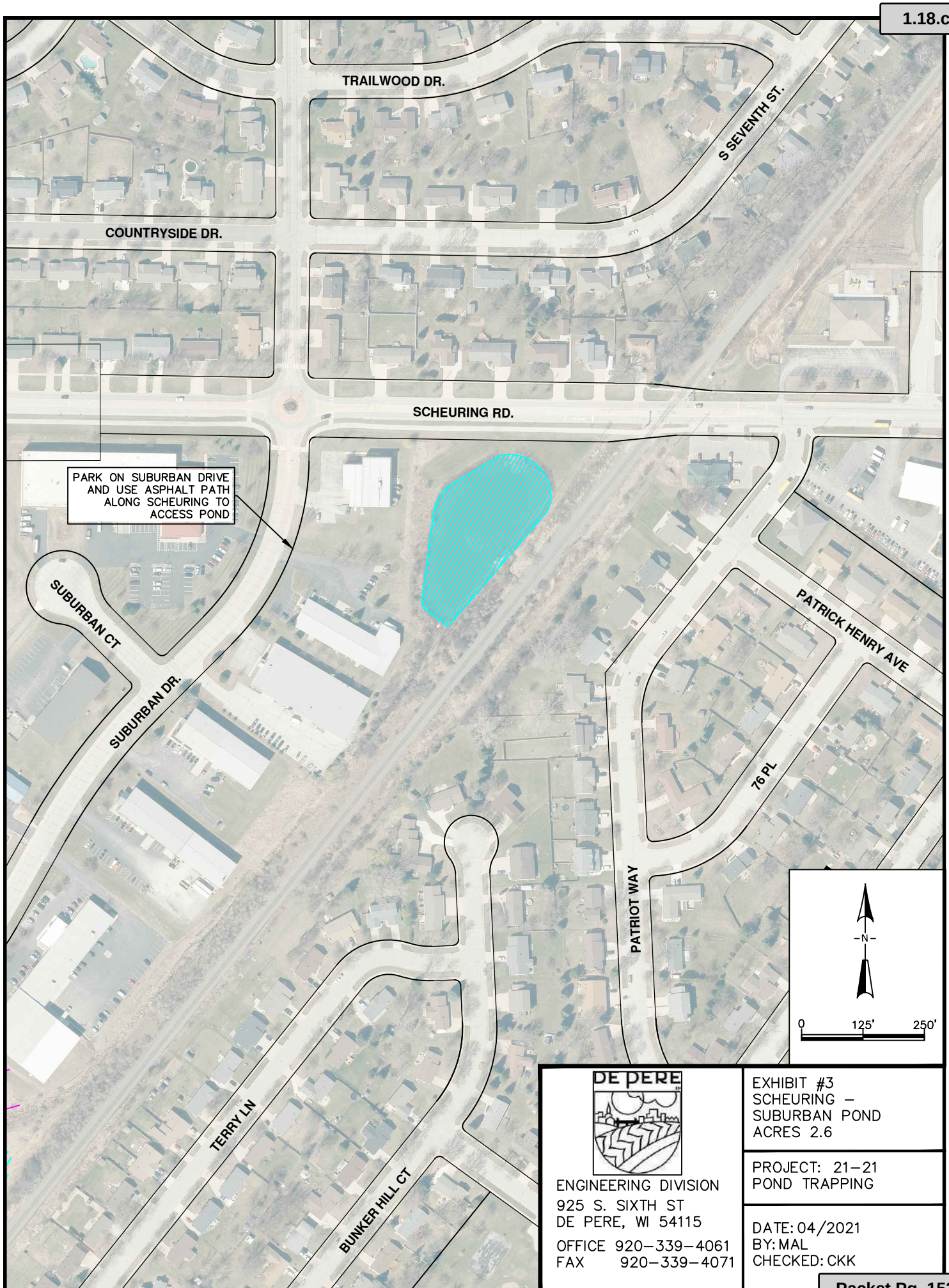
DE PERE

ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #2
HONEYSUCKLE POND
ACRES 8.4

PROJECT: 21-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK



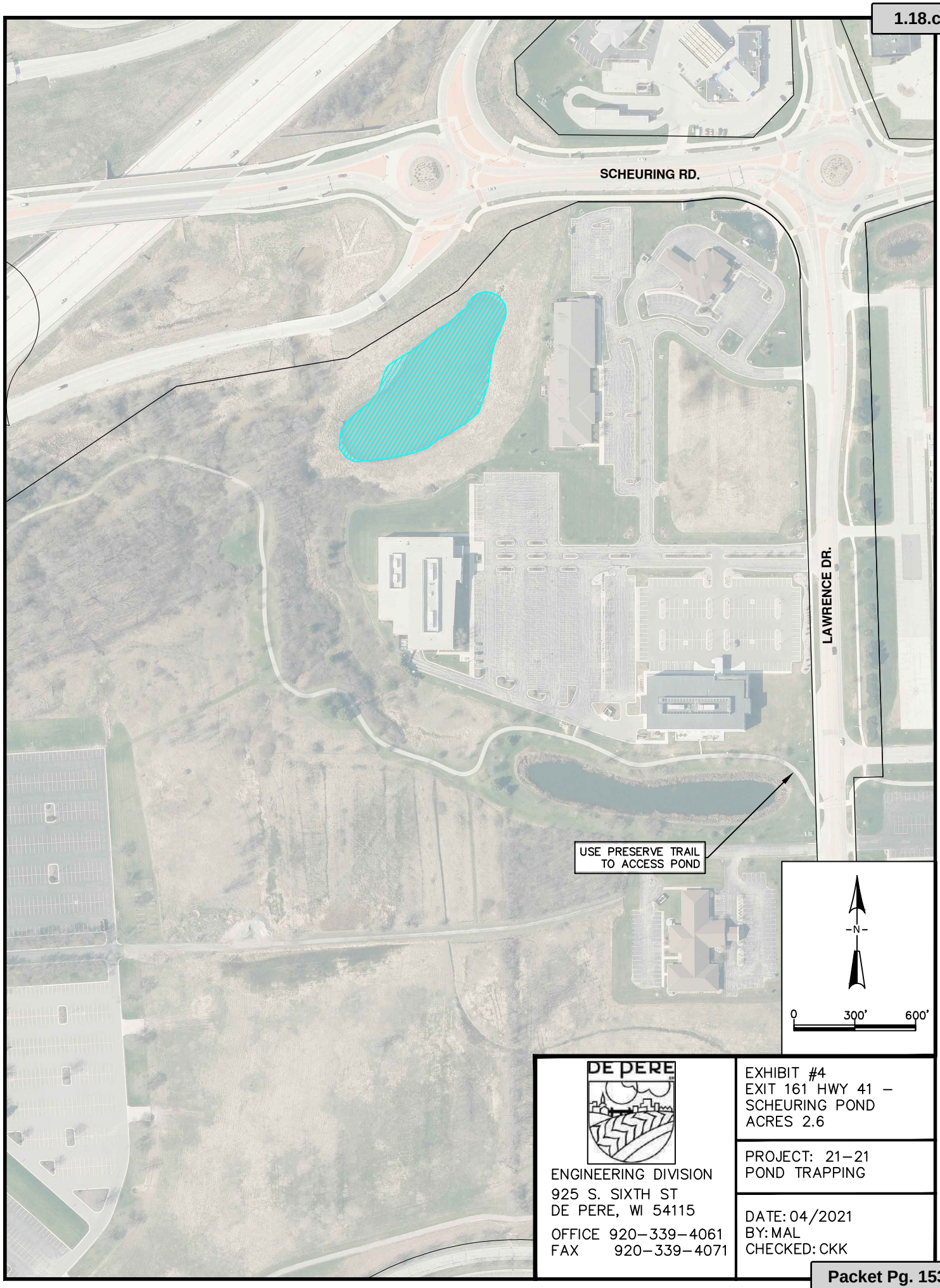
DE PERE

ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #3
SCHEURING – SUBURBAN POND
ACRES 2.6

PROJECT: 21-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK



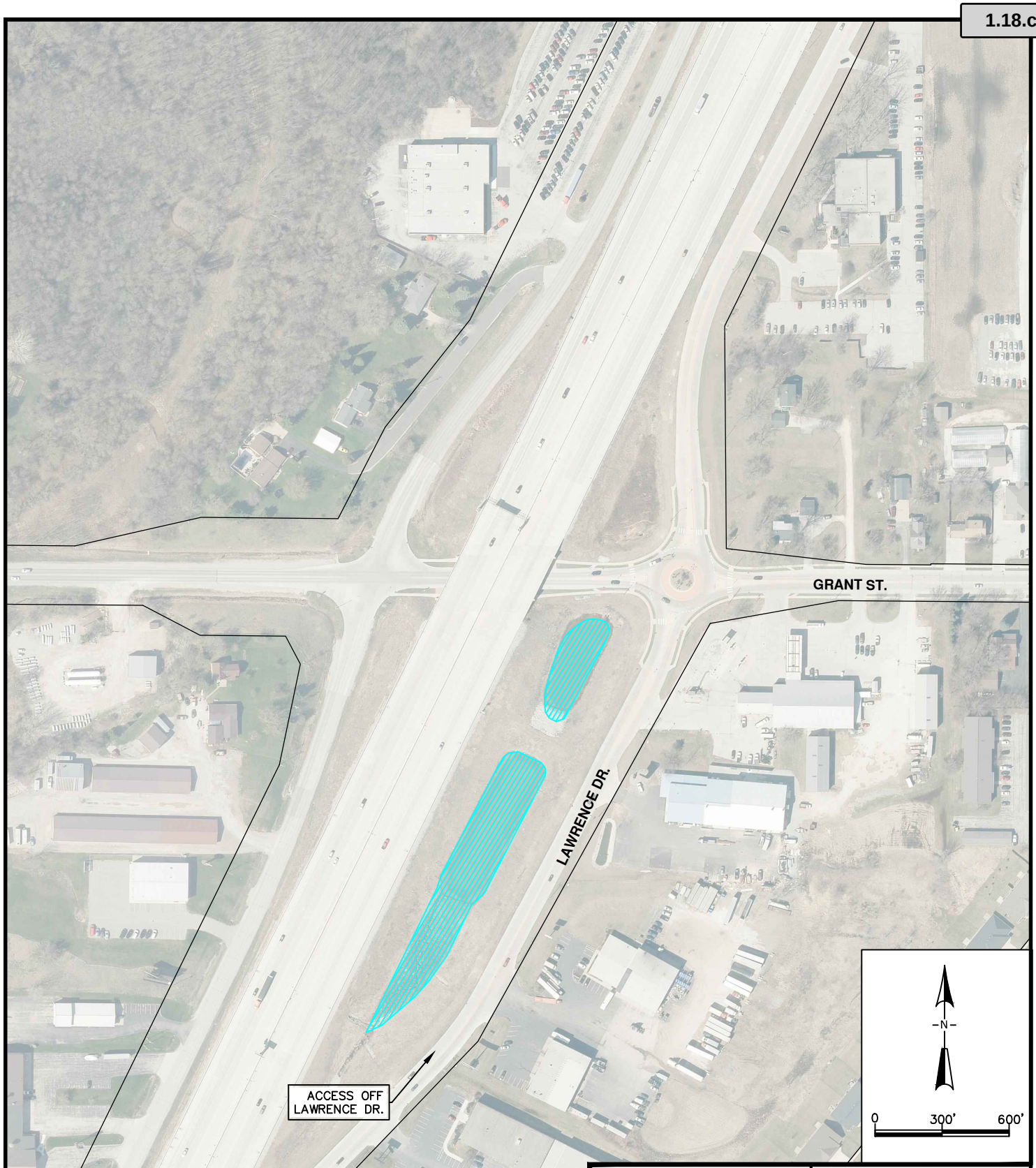
DE PERE

ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #4
EXIT 161 HWY 41 –
SCHEURING POND
ACRES 2.6

PROJECT: 21-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK



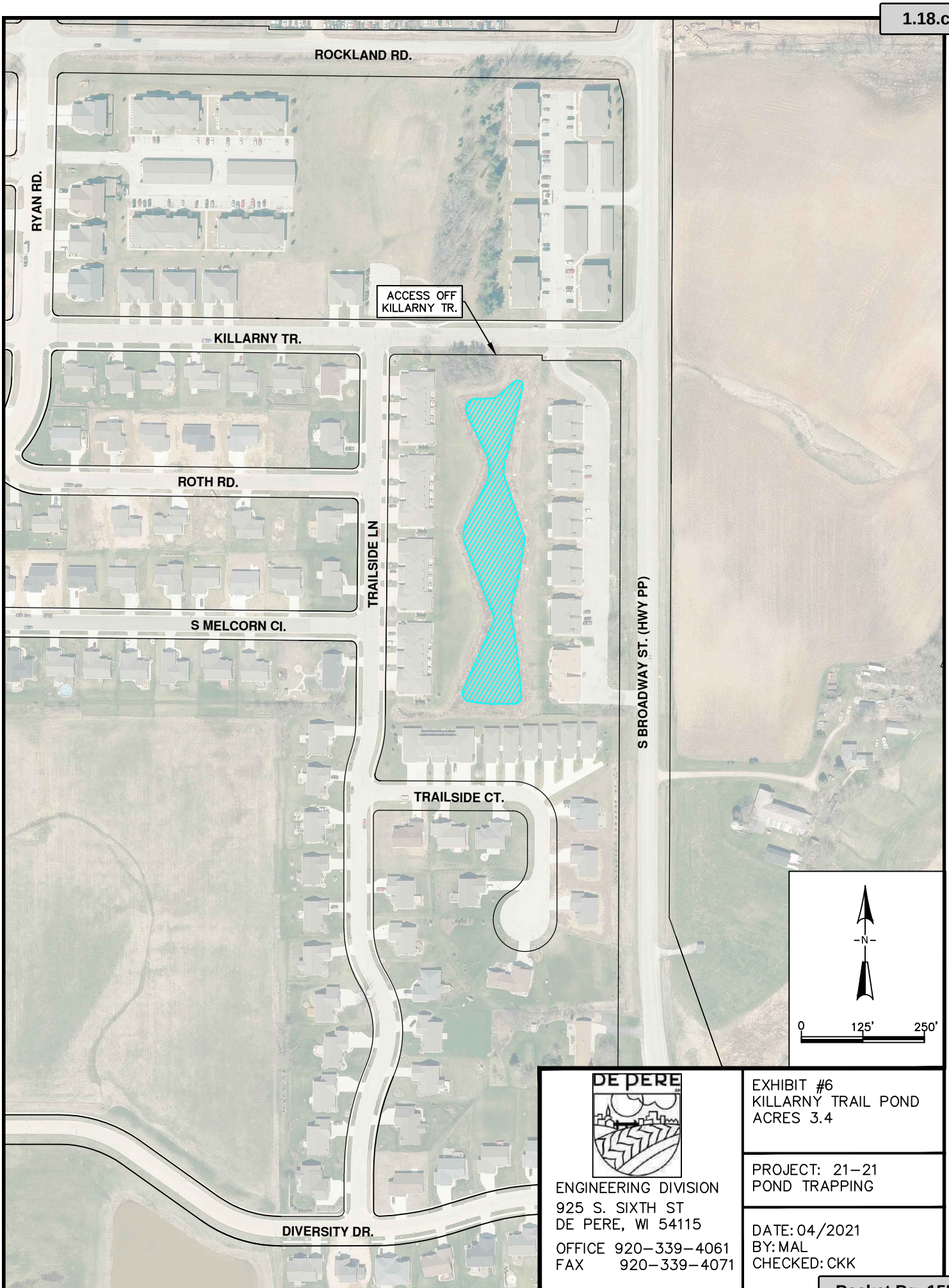
DE PERE

ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #5
SW LAWRENCE GRANT PONDS
ACRES 4.9

PROJECT: 21-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK



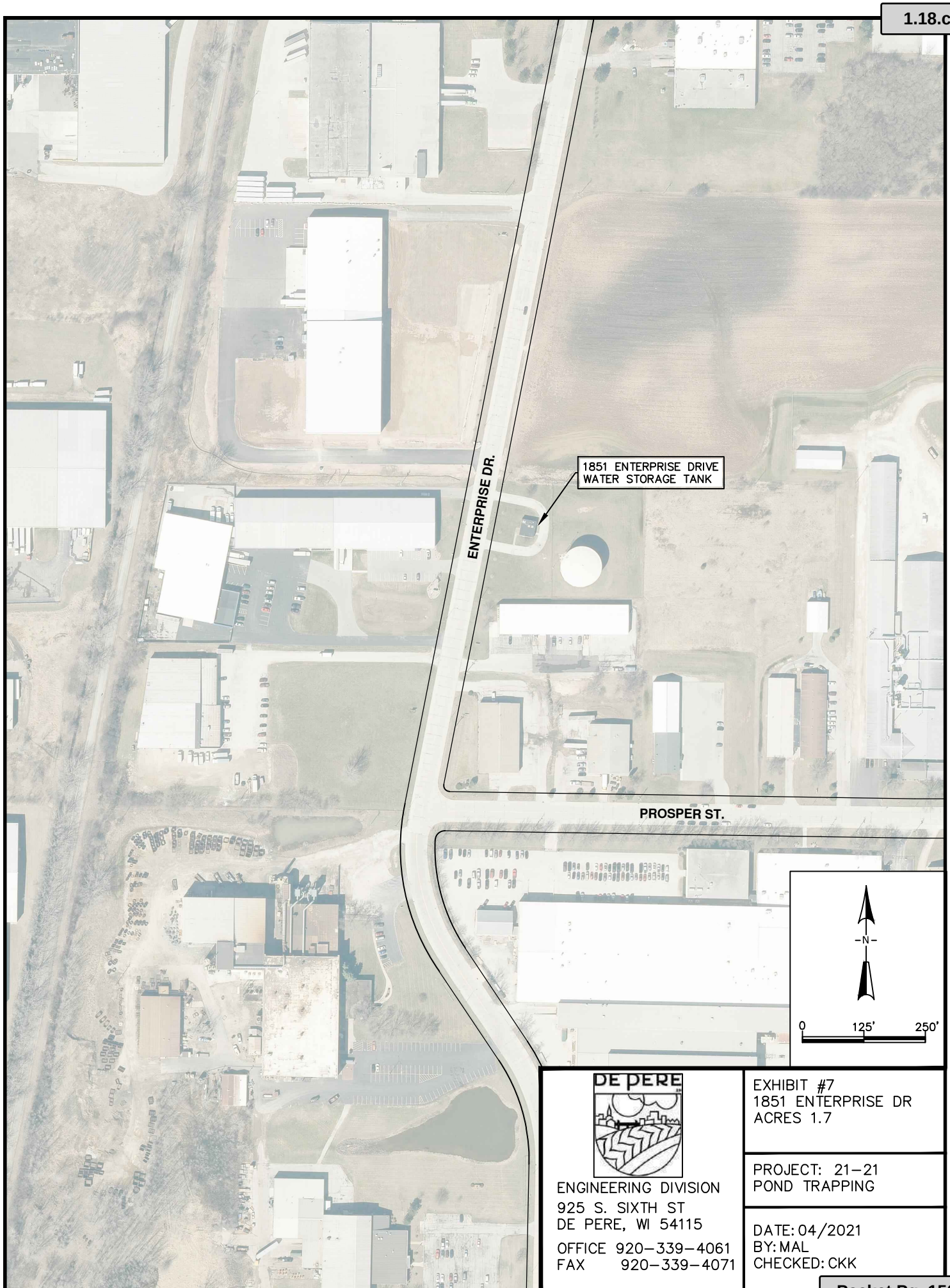
DE PERE

ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #6
KILLARNY TRAIL POND
ACRES 3.4

PROJECT: 21-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK



DE PERE

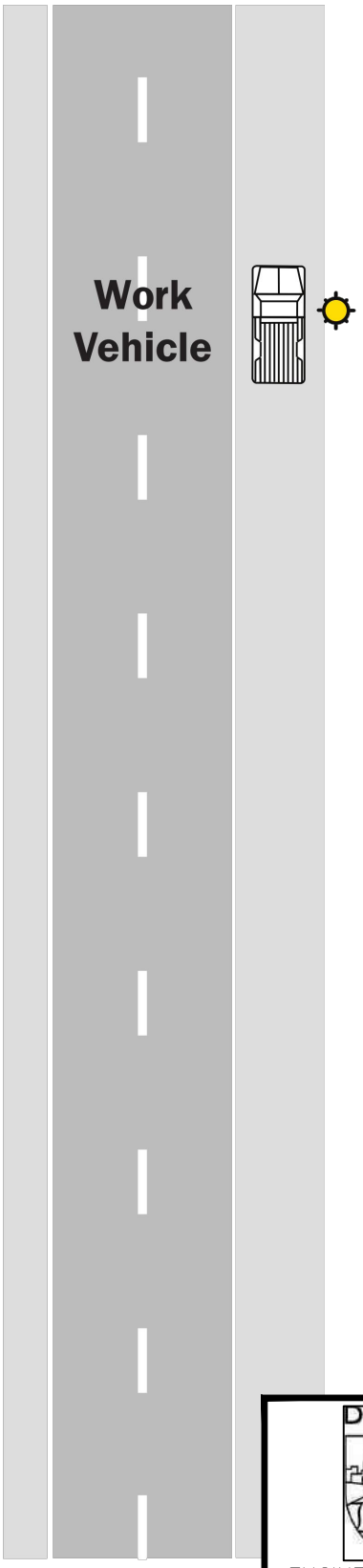
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #7
1851 ENTERPRISE DR
ACRES 1.7

PROJECT: 21-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK

1. The Work Vehicle should be pulled over as far off the roadway as possible, and shall display and operate a 360-degree flashing beacon.



DE PERE
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920–339–4061
FAX 920–339–4071

EXHIBIT #8
WORK VEHICLE PARKED ON SHOULDER

PROJECT: 21–21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK

Proposed Fee Schedule

Company Name: Suburban Wildlife Solutions LLC.

Company Address: N 1940 City Rd CC

Company Address: Kaukauna WI 54130

Company Representative: Kurt Schroeder

Signature: Kurt Schroeder

Item #	Description	Unit	Quantity	Total
1	SW Business Park Pond System	ACRES	29.2	$ 6,344.00
2	Honeysuckle Pond and Swale	ACRES	8.4	$ 3,344.00
3	Scheuring – Suburban Pond	ACRES	2.6	$ 1344.00
4	Exit 161 Roundabout (Hwy 41 – Scheuring) Pond	ACRES	2.6	$ 3594.00
5	SW Lawrence – Grant Pond	ACRES	4.9	$ 1600.00
6	Killarny Pond	ACRES	3.4	$ 1600.00
7	1851 Enterprise Drive	ACRES	1.7	$ 1082.00
			PROPOSAL TOTAL:	$ 18,908.00

Add Professional Liability insurance if Deemed needed + 965.00

+19,873.00

SUBURBAN WILDLIFE SOLUTIONS LLC

Keeping the WILD out of your LIFE

Kurt Schroeder

Cell Phone: 920-228-1033 SuburbanWS@gmail.com

www.SuburbanWildlifeSolutionsLLC.com

Exhibit B

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 7, 2021

RE: **Consideration and possible action on award on Request for Proposals for Project 21-21 Pond Trapping***

The Engineering Department received a proposal for Project 21-21 Pond Trapping on May 27, 2021. The work is for the trapping of muskrats at storm water detention ponds. Many of the City's ponds are experiencing issues with muskrats burrowing into the pond embankments which can lead to side slope failures. Additionally, the City receives complaints regarding muskrats at our ponds. The proposal received is as follows:

Contractor	Amount
Suburban Wildlife Solutions, LLC	$19,873.00

The allocated budget amount for the project is $20,000.00 from the Storm Water Utility.

Staff's recommendation is to accept the proposal from Suburban Wildlife Solutions, LLC in the amount of $19,873.00.

Attachments:
2021 0527 Proposal_Project_21-21_SWS

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #21-66 Approving Compliance Maintenance Annual Report for Wastewater Collection System.**

The Board of Public Works at the June 7, 2021 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:

- Reso21-66 (PDF)
- De Pere CMAR-Draft (PDF)
- 2021 0607 CI_BOPW_Consider_CMAR (DOCX)

RESOLUTION #21-66

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 2020 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 15th day of June, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 6/07/2021

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: 6/4/2021 | Reporting For: **2020**

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., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

- ● Yes (0 points)
- ○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

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

Year: 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

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: 6/4/2021 Reporting For: **2020**

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

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

- ● Yes
- ○ No

If No, please explain.

4. Future Planning

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

- ● Yes - If Yes, please provide major project information, if not already listed below.☐☐
- ○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Sewer Repairs and Reconstruction	628000	2021
2	Sewer Lining	516000	2021
3	Sewer Repairs and Reconstruction	650000	2022
4	Sewer Lining	500000	2022
5	Sewer Repairs and Reconstruction	650000	2023
6	Sewer Lining	266000	2023
7	Sewer Repairs and Reconstruction	650000	2024
8	Sewer Lining	266000	2024
9	Sewer Repairs and Reconstruction	650000	2025
10	Sewer Lining	266000	2025

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

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

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 1

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: 6/4/2021 Reporting For: **2020**

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	175	
February	102	
March	87	
April	88	
May	93	
June	106	
July	312	
August	271	
September	128	
October	130	
November	178	
December	158	
Total	**1,828**	**0**
Average	**152**	**0**

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

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

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

6.2.2 Comments:

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

- ● No
- ○ Yes

Year:

By Whom:

Describe and Comment:

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: 6/4/2021

Reporting For: **2020**

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. The lift station was just constructed in 2019.

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

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: 6/4/2021

Reporting For: **2020**

Sanitary Sewer Collection Systems

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

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

- ● Yes
- ○ No

If No, explain:

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

- ● Yes
- ○ No (30 points)
- ○ N/A

If No or N/A, explain:

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

☒ Goals [NR 210.23 (4)(a)]

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

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

Did you accomplish them?

- ● Yes
- ○ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)]☐☐

Does this chapter of your CMOM include:

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

☒ Legal Authority [NR 210.23 (4) (c)]

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

Sewer Use Ordinance

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

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

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

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

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

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

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: 6/4/2021

Reporting For: **2020**

☒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 Managment 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	30	% of system/year
Root removal	5	% of system/year
Flow monitoring	10	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	7.5	% of system/year
Manhole inspections	30	% of system/year
Lift station O&M	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

De Pere Sewage Collection System

Last Updated: 6/4/2021 Reporting For: **2020**

Private sewer I/I removal	0	% of private services
River or water crossings	0	% 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.

34.1	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
0	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)
0.00	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
None reported			

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

5. Infiltration / Inflow (I/I)

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

- ● Yes
- ○ No

If Yes, please describe:

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

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

- ○ Yes

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: 6/4/2021

Reporting For: **2020**

- No

If Yes, please describe:

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

No changes

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

The City continues to rehabilitate the system through relay and lining of the sewer main and sewer laterals in the right of way. The City completed from flow monitoring in 2020 and plans to complete some smoke testing in 2021.

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

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: 6/4/2021

Reporting For: **2020**

Grading Summary

WPDES No: 0047341

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

Notes:
A = Voluntary Range (Response Optional)
B = Voluntary Range (Response Optional)
C = Recommendation Range (Response Required)
D = Action Range (Response Required)
F = Action Range (Response Required)

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: 6/4/2021

Reporting For: **2020**

Resolution or Owner's Statement

Name of Governing Body or Owner:

Date of Resolution or Action Taken:

Resolution Number:

Date of Submittal:

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

Financial Management: Grade =

Collection Systems: Grade = A

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

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

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

G.P.A. = 4.00

CITY OF DE PERE
MEMO

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

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

Date: June 7, 2021

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.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Resolution #21-67 Approving Reclassification of Office Assistant Positions to Administrative Assistants and Adjustment to Compensation Plan Grade Level.**

ATTACHMENTS:

- Reso21-67 (PDF)
- memo to finance and Council reclassify all Office Assistants to Admin Asst (PDF)

RESOLUTION #21-67

APPROVING RECLASSIFICATION OF OFFICE ASSISTANT POSITIONS
TO ADMINISTRATIVE ASSISTANTS AND ADJUSTMENT TO
COMPENSATION PLAN GRADE LEVEL

WHEREAS, the Office Assistant positions within various departments have increased job duties over time making responsibilities more consistent with those of the Administrative Assistant position, and the City wishes to reclassify its Office Assistants (four employees) to that of Administrative Assistants within the City's Classification and Compensation Plan ("Plan") due to these increased responsibilities; and

WHEREAS, in order to maintain the policies and goals of the Plan, the City has utilized the services of its compensation consultant, Carlson Dettmann Consulting ("Consultant") to perform a market study/review based upon the change in responsibility, and Consultant recommends that the positions be reclassified and moved from Grade F to Grade G of City's Plan Grade Order List; and

WHEREAS, the Departments impacted by the reclassification have sufficient funding to absorb the minimal costs resulting from the increase in pay grade level; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby amends its Classification and Compensation Policy by reclassifying the position of Office Assistant to Administrative Assistant, with a corresponding pay grade adjustment from Grade F to Grade G of said Plan Grade Order List.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 6/08/2021

CITY OF DE PERE
MEMO

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
Re: Recommendation to Reclassify Office Assistants to Administrative Assistant and Increase One Pay Grade Level
Date: June 8, 2021

Note: At the June 8, 2021 Finance/Personnel Committee the below recommendation was approved unanimously.

In 2012 the City worked with our compensation consultant, Carlson Dettmann Consulting, LLC to conduct a comprehensive classification and compensation study for all non-represented positions in the City. This was post Act 10 when some unions were eliminated so all non-represented positions within the City were fully evaluated and incorporated into a new administrative wage schedule.

We currently have Administrative Assistant positions and Office Assistant positions within various departments in the City. Administrative Assistant positions are one pay grade level above Office Assistants. As job duties have changed through the years some Office Assistant positions have been reclassified to Administrative Assistant. We now have only three departments with Office Assistants.

It has become apparent there is no longer that distant difference between Office Assistant and Administrative Assistant duties as there once was years ago. Through the years more responsibilities have been added to the Office Assistant positions, which has blurred the line of creating a clear difference between these two positions. As mentioned, we currently have only three Office Assistant positions (4 total employees) in the organization. In reviewing the duties of the remaining Office Assistants and discussing it with our compensation consultant, I am recommending reclassifying the remaining Office Assistants to Administrative Assistants.

The cost impact is very minimal considering employees move into the new grade level at the next closest step without taking a pay decrease compared to their current pay rate. The total yearly cost to move four employees into the Administrative Assistant pay grade is $4,700. If the increases were effective July 1, 2021 the total impact to this year's budget is $2,350. The departments have appropriate funding to absorb the minimal cost of the reclassification.

- **Office Assistant** Pay Grade Level F $18.80-$21.46 (Control Point) $25.76 (Max)
- **Administrative Assistant** Pay Grade Level G $20.84-$23.82 (Control Point) $28.59 (Max)

If you have any questions in advance of the meeting, please contact me at 339-4045.

Thank you.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Resolution #21-68 Approving Purchase of Online Safety Data Sheet Management Services of Kelleher, Helmrich and Associates, Inc.**

ATTACHMENTS:

- Reso21-68 (PDF)
- Online SDS Program 6.2021 (PDF)
- SDS (PDF)
- GHS (PDF)

RESOLUTION #21-68

APPROVING PURCHASE OF ONLINE SAFETY DATA SHEET
MANAGEMENT SERVICES FROM KELLEHER, HELMRICH AND ASSOCIATES, INC.

WHEREAS, in an effort to automate and streamline City's safety data sheet (SDS) library to ensure employees have access to the most current hazard information in the event of accidental exposure or uncontrolled release, staff is seeking to implement an online program to ensure City compliance; and

WHEREAS, Kelleher, Helmrich and Associates, Inc. (KHA) has offered to supply an online platform for SDS management services in the amount of $2,400 for the initial set-up, with an annual fee of $2,400 thereafter, budgeted by the Human Resources Department; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute documents required to engage the services of KHA, subject to review 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 15th day of June, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 06/08/2021

CITY OF DE PERE
MEMO

To: Finance/Personnel Committee

From: Shannon Metzler, Human Resources Director
Tony Fietzer, Street Superintendent

Date: June 8, 2021

RE: **Recommendation and Possible Action to Approve Purchase of Online SDS Program with KHA**

Note: At the June 8, 2021 Finance/Personnel Committee the below recommendation was approved unanimously.

The Human Resources Department is seeking approval to implement KHS Online SDS Program which is designed to automate and streamline the safety data sheet (SDS) library. OSHA's support of GHS (Globally Harmonized System) has made it essential that employers maintain an accurate SDS library. Online SDS allows unlimited access to a vast database of safety data sheets that are updated regularly.

What is an SDS (Safety Data Sheet?)

A safety data sheet, or SDS, is a standardized document that contains occupational safety and health data. The International Hazard Communication Standard (HCS) mandates that chemical manufacturers must communicate a chemical's hazard information to chemical handlers by providing a Safety Data Sheet. SDS's typically contain chemical properties, health and environmental hazards, protective measures, as well as safety precautions for storing, handling, and transporting chemicals.

This sheet is sent along with shipments of products ranging from motor oil and window cleaner to harsh chemicals like calcium chloride or flammables like gasoline and acetylene. The sheet (see attached) explains the product type, hazards, composition/information on ingredients, first aid, fire-fighting measures, accidental release or spills protection and control, handling and storage, exposure and personal protective equipment, physical and chemical properties, stability and reactivity, toxicology, ecological, disposal, transport, regulations and any other information. The SDS works in conjunction with the GHS (see attached). The GHS defines and classifies the hazards of chemical products, and communicates health and safety information on labels and safety data sheets. The same set of rules for classifying hazards, and the same format and content for labels and safety data sheets (SDS) have been adopted and used around the world.

Employers are required to have SDSs on site for all hazardous chemicals on site. SDSs are the backbone of every employer's hazard communication program. Ensuring the City is compliant and all employees have access to the most current hazard information in the event of an accidental exposure or uncontrolled release is crucial. The ability to immediately access the information on the SDS will aid in the injured/exposed individual(s) with the first aid requirements, containment to prevent additional injuries/exposures, as well as comply with Hazard Communication Law.

SDS forms are typically kept in a binder at the various City buildings. They are in only one (1) location within the building and the binder is, at times, dirty and out of date. In some departments where there are multiple divisions, there is confusion as to who needs to update the binder and when. An online SDS system will allow for instant access to the SDS giving the user(s) instant access to information while maintaining compliance with Hazard Communication Law.

The process of switching to an electronic system versus the current one (1) book system will provide instant access to the SDS when needed. For example, the Fire Department on the scene of a vehicle crash involving a tanker truck will have instant access to the SDS for the material or chemical on the tanker, the appropriate PPE's, first aid measure, containment needs, etc. Or if an employee has an exposure to a hazardous substance, like inhaled a chemical or had exposure to their skin, and they need access to the SDS for that product they can immediately get the first aid treatment recommendations. Additionally, if they need medical treatment, that SDS needs to accompany the employee to the medical provider so the provider knows how to treat them.

While researching online SDS service providers, those involved in the research studied various companies online and met virtually with several different companies. While in the virtual meetings, the host shared how their system worked, what they provided as a part of the cost, and any other necessary information. The selection team reviewed several companies and determined the KHA system checked all of the boxes that the team was looking for. KHA loads the first 500 SDS documents for free, provides unlimited users, unlimited administrators, offers the ability to create agency specific tabs for various departments and was the lowest cost. Upon conducting reference checks of KHA, the team received nothing but glowing recommendations.

Our recommendation is to proceed forward with acquiring the services of KHA to provide our SDS service with an online platform. The initial set up cost to implement is $2,400. The annual fee after the first year is $2,400. Human Resources has funds budgeted for this program.

SAFETY DATA SHEET

Ammonia

Airgas
an Air Liquide company

Section 1. Identification

GHS product identifier : Ammonia

Chemical name : ammonia

Other means of identification : ammonia; anhydrous ammonia

Product type : Gas.

Product use : Synthetic/Analytical chemistry.

Synonym : ammonia; anhydrous ammonia

SDS # : 001003

Supplier's details : Airgas USA, LLC and its affiliates
259 North Radnor-Chester Road
Suite 100
Radnor, PA 19087-5283
1-610-687-5253

24-hour telephone : 1-866-734-3438

Section 2. Hazards identification

OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture : FLAMMABLE GASES - Category 2
GASES UNDER PRESSURE - Liquefied gas
ACUTE TOXICITY (inhalation) - Category 4
SKIN CORROSION - Category 1
SERIOUS EYE DAMAGE - Category 1
AQUATIC HAZARD (ACUTE) - Category 1

GHS label elements

Hazard pictograms :



Signal word : Danger

Hazard statements : Flammable gas.
May form explosive mixtures with air.
Contains gas under pressure; may explode if heated.
May displace oxygen and cause rapid suffocation.
Harmful if inhaled.
Causes severe skin burns and eye damage.
Very toxic to aquatic life.

Precautionary statements

General : Read and follow all Safety Data Sheets (SDS'S) before use. Close valve after each use and when empty. Use equipment rated for cylinder pressure. Do not open valve until connected to equipment prepared for use. Use a back flow preventative device in the piping. Use only equipment of compatible materials of construction. Always keep container in upright position. Approach suspected leak area with caution.

Prevention : Wear protective gloves. Wear eye or face protection. Wear protective clothing. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Use only outdoors or in a well-ventilated area. Avoid release to the environment. Avoid breathing gas. Wash hands thoroughly after handling.

Section 2. Hazards identification

Response : Collect spillage. IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER or physician. IF SWALLOWED: Immediately call a POISON CENTER or physician. Rinse mouth. Do NOT induce vomiting. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower. Wash contaminated clothing before reuse. Immediately call a POISON CENTER or physician. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or physician. Leaking gas fire: Do not extinguish, unless leak can be stopped safely. Eliminate all ignition sources if safe to do so.

Storage : Store locked up. Protect from sunlight. Store in a well-ventilated place.

Disposal : Dispose of contents and container in accordance with all local, regional, national and international regulations.

Hazards not otherwise classified : In addition to any other important health or physical hazards, this product may displace oxygen and cause rapid suffocation.

Section 3. Composition/information on ingredients

Substance/mixture : Substance

Chemical name : ammonia

Other means of identification : ammonia; anhydrous ammonia

Product code : 001003

CAS number/other identifiers

CAS number : 7664-41-7

Ingredient name	%	CAS number
ammonia	100	7664-41-7

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

Eye contact : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention immediately. Call medical doctor or poison control center immediately.Chemical burns must be treated promptly by a physician.

Inhalation : Remove victim to fresh air and keep at rest in a position comfortable for breathing. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband. Get medical attention immediately. Call medical doctor or poison control center immediately. In case of inhalation of decomposition products in a fire, symptoms may be delayed. The exposed person may need to be kept under medical surveillance for 48 hours.

Skin contact : Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. To avoid the risk of static discharges and gas ignition, soak contaminated clothing thoroughly with water before removing it. Continue to rinse for at least 10 minutes. Get medical attention immediately. Call medical doctor or poison control center immediately. Chemical burns must be treated promptly by a physician. Wash clothing before reuse. Clean shoes thoroughly before reuse.

Section 4. First aid measures

Most important symptoms/effects, acute and delayed

Potential acute health effects

Eye contact : Causes serious eye damage.

Inhalation : Harmful if inhaled.

Skin contact : Causes severe burns.

Frostbite : Try to warm up the frozen tissues and seek medical attention.

Ingestion : As this product is a gas, refer to the inhalation section.

Over-exposure signs/symptoms

Eye contact : Adverse symptoms may include the following:, pain, watering, redness

Inhalation : No specific data.

Skin contact : Adverse symptoms may include the following:, pain or irritation, redness, blistering may occur

Ingestion : Adverse symptoms may include the following:, stomach pains

Indication of immediate medical attention and special treatment needed, if necessary

Notes to physician : In case of inhalation of decomposition products in a fire, symptoms may be delayed. The exposed person may need to be kept under medical surveillance for 48 hours.

Specific treatments : No specific treatment.

Protection of first-aiders : No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Wash contaminated clothing thoroughly with water before removing it, or wear gloves.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media : Use an extinguishing agent suitable for the surrounding fire.

Unsuitable extinguishing media : None known.

Specific hazards arising from the chemical : Contains gas under pressure. Flammable gas. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion. This material is very toxic to aquatic life. Fire water contaminated with this material must be contained and prevented from being discharged to any waterway, sewer or drain.

Hazardous thermal decomposition products : Decomposition products may include the following materials:
nitrogen oxides

Special protective actions for fire-fighters : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Contact supplier immediately for specialist advice. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool. If involved in fire, shut off flow immediately if it can be done without risk. If this is impossible, withdraw from area and allow fire to burn. Fight fire from protected location or maximum possible distance. Eliminate all ignition sources if safe to do so.

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel : Accidental releases pose a serious fire or explosion hazard. No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Shut off all ignition sources. No flares, smoking or flames in hazard area. Do not breathe gas. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

For emergency responders : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions : Ensure emergency procedures to deal with accidental gas releases are in place to avoid contamination of the environment. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air). Water polluting material. May be harmful to the environment if released in large quantities. Collect spillage.

Methods and materials for containment and cleaning up

Small spill : Immediately contact emergency personnel. Stop leak if without risk. Use spark-proof tools and explosion-proof equipment.

Large spill : Immediately contact emergency personnel. Stop leak if without risk. Use spark-proof tools and explosion-proof equipment. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

Protective measures : Put on appropriate personal protective equipment (see Section 8). Contains gas under pressure. Do not get in eyes or on skin or clothing. Do not breathe gas. Avoid release to the environment. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Store and use away from heat, sparks, open flame or any other ignition source. Empty containers retain product residue and can be hazardous. Do not puncture or incinerate container. Use equipment rated for cylinder pressure. Close valve after each use and when empty. Protect cylinders from physical damage; do not drag, roll, slide, or drop. Use a suitable hand truck for cylinder movement.

Advice on general occupational hygiene : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Conditions for safe storage, including any incompatibilities : Store in accordance with local regulations. Store in a segregated and approved area. Store away from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10). Store locked up. Eliminate all ignition sources. Keep container tightly closed and sealed until ready for use. Cylinders should be stored upright, with valve protection cap in place, and firmly secured to prevent falling or being knocked over. Cylinder temperatures should not exceed 52 °C (125 °F).
Refer to ANSI/CGA G-2.1, Section 5.13 for electrical classification of anhydrous ammonia storage and handling areas. Where anhydrous ammonia is stored indoors, use electrical (ventilating, lighting and material handling) equipment with the appropriate electrical classification rating and use only non-sparking tools.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
ammonia	**California PEL for Chemical Contaminants (*Table AC-1*) (United States).** PEL: 25 ppm 8 hours. STEL: 35 ppm 15 minutes. **ACGIH TLV (United States, 3/2017).** TWA: 25 ppm 8 hours. TWA: 17 mg/m³ 8 hours. STEL: 35 ppm 15 minutes. STEL: 24 mg/m³ 15 minutes. **OSHA PEL 1989 (United States, 3/1989).** STEL: 35 ppm 15 minutes. STEL: 27 mg/m³ 15 minutes. **NIOSH REL (United States, 10/2016).** TWA: 25 ppm 10 hours. TWA: 18 mg/m³ 10 hours. STEL: 35 ppm 15 minutes. STEL: 27 mg/m³ 15 minutes. **OSHA PEL (United States, 6/2016).** TWA: 50 ppm 8 hours. TWA: 35 mg/m³ 8 hours.

Appropriate engineering controls : Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.

Environmental exposure controls : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: chemical splash goggles and/ or face shield. If inhalation hazards exist, a full-face respirator may be required instead.

Skin protection

Hand protection : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.

Body protection : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. When there is a risk of ignition from static electricity

Section 8. Exposure controls/personal protection

Other skin protection : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Respiratory protection : Based on the hazard and potential for exposure, select a respirator that meets the appropriate standard or certification. Respirators must be used according to a respiratory protection program to ensure proper fitting, training, and other important aspects of use. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.

Section 9. Physical and chemical properties

Appearance

Physical state : Gas. [Compressed gas.]

Color : Colorless.

Odor : Pungent.

Odor threshold : Not available.

pH : Approx. 11.6

Melting point : -77.7°C (-107.9°F)

Boiling point : -33°C (-27.4°F)

Critical temperature : 132.85°C (271.1°F)

Flash point : Not available.

Evaporation rate : Not available.

Flammability (solid, gas) : Extremely flammable in the presence of the following materials or conditions: oxidizing materials.

Lower and upper explosive (flammable) limits : Lower: 16%
Upper: 25%

Vapor pressure : 114.1 (psig)

Vapor density : 0.59 (Air = 1)

Specific Volume (ft^3/lb) : 20.79

Gas Density (lb/ft^3) : 0.0481 (32°C / 89.6 to °F)

Relative density : SPECIFIC GRAVITY (AIR=1): @ 70°F (21.1°C) = 0.59

Solubility : Soluble in water. Soluble in alcohol and ether.

Solubility in water : 540 g/l

Partition coefficient: n-octanol/water : Not available.

Auto-ignition temperature : 651°C (1203.8°F)

Decomposition temperature : Not available.

Viscosity : Not applicable.

Flow time (ISO 2431) : Not available.

Molecular weight : 17.03 g/mole

Aerosol product

Heat of combustion : -18589392 J/kg

Section 10. Stability and reactivity

Reactivity : No specific test data related to reactivity available for this product or its ingredients.

Chemical stability : The product is stable.

Possibility of hazardous reactions : Under normal conditions of storage and use, hazardous reactions will not occur.

Section 10. Stability and reactivity

Incompatible materials : Oxidizers and Yellow Metals (brass & copper)

Hazardous decomposition products : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Hazardous polymerization : Under normal conditions of storage and use, hazardous polymerization will not occur.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
ammonia	LC50 Inhalation Gas.	Rat	7338 ppm	1 hours

Irritation/Corrosion

Not available.

Sensitization

Not available.

Mutagenicity

Not available.

Carcinogenicity

Not available.

Reproductive toxicity

Not available.

Teratogenicity

Not available.

Specific target organ toxicity (single exposure)

Not available.

Specific target organ toxicity (repeated exposure)

Not available.

Aspiration hazard

Not available.

Information on the likely routes of exposure : Not available.

Potential acute health effects

Eye contact : Causes serious eye damage.

Inhalation : Harmful if inhaled.

Skin contact : Causes severe burns.

Ingestion : As this product is a gas, refer to the inhalation section.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact : Adverse symptoms may include the following:, pain, watering, redness

Inhalation : No specific data.

Section 11. Toxicological information

Ingestion : Adverse symptoms may include the following:, stomach pains

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Long term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Potential chronic health effects

Not available.

General : No known significant effects or critical hazards.

Carcinogenicity : No known significant effects or critical hazards.

Mutagenicity : No known significant effects or critical hazards.

Teratogenicity : No known significant effects or critical hazards.

Developmental effects : No known significant effects or critical hazards.

Fertility effects : No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Not available.

Other information : IDLH : 300 ppm

Section 12. Ecological information

Toxicity

Product/ingredient name	Result	Species	Exposure
ammonia	Acute EC50 29.2 mg/l Marine water	Algae - Ulva fasciata - Zoea	96 hours
	Acute LC50 2080 µg/l Fresh water	Crustaceans - Gammarus pulex	48 hours
	Acute LC50 0.53 ppm Fresh water	Daphnia - Daphnia magna	48 hours
	Acute LC50 300 µg/l Fresh water	Fish - Hypophthalmichthys nobilis	96 hours
	Chronic NOEC 0.204 mg/l Marine water	Fish - Dicentrarchus labrax	62 days

Persistence and degradability

Not available.

Bioaccumulative potential

Not available.

Mobility in soil

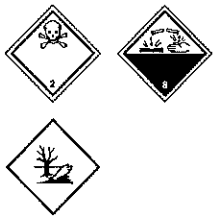
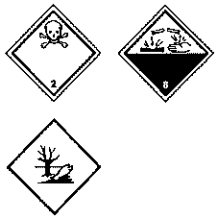
Soil/water partition coefficient (K_{OC}) : Not available.

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Empty Airgas-owned pressure vessels should be returned to Airgas. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Empty containers or liners may retain some product residues. Do not puncture or incinerate container.

Section 14. Transport information

	DOT	TDG	Mexico	IMDG	IATA
UN number	UN1005	UN1005	UN1005	UN1005	UN1005
UN proper shipping name	AMMONIA, ANHYDROUS	AMMONIA, ANHYDROUS; OR ANHYDROUS AMMONIA	AMMONIA, ANHYDROUS	AMMONIA, ANHYDROUS	AMMONIA, ANHYDROUS
Transport hazard class(es)	2.2 	2.3 (8) 	2.3 (8) 	2.3 (8) 	2.3 (8) 
Packing group	-	-	-	-	-
Environmental hazards	Yes.	Yes.	Yes. The environmentally hazardous substance mark is not required.	Yes.	Yes. The environmentally hazardous substance mark is not required.

"Refer to CFR 49 (or authority having jurisdiction) to determine the information required for shipment of the product."

Additional information

DOT Classification : Inhalation hazard
This product is not regulated as a marine pollutant when transported on inland waterways in sizes of ≤5 L or ≤5 kg or by road, rail, or inland air in non-bulk sizes, provided the packagings meet the general provisions of §§ 173.24 and 173.24a.
Reportable quantity 100 lbs / 45.4 kg. Package sizes shipped in quantities less than the product reportable quantity are not subject to the RQ (reportable quantity) transportation requirements.
Limited quantity Yes.
Quantity limitation Passenger aircraft/rail: Forbidden. Cargo aircraft: Forbidden.
Special provisions 13,T50

TDG Classification : Product classified as per the following sections of the Transportation of Dangerous Goods Regulations: 2.13-2.17 (Class 2), 2.40-2.42 (Class 8), 2.7 (Marine pollutant mark).
The marine pollutant mark is not required when transported by road or rail.
Explosive Limit and Limited Quantity Index 0
ERAP Index 3000

Section 14. Transport information

Special provisions

Mexico Classification : Toxic Inhalation Hazard Zone D

IMDG : The marine pollutant mark is not required when transported in sizes of ≤5 L or ≤5 kg.

IATA : The environmentally hazardous substance mark may appear if required by other transportation regulations.
Quantity limitation Passenger and Cargo Aircraft: Forbidden. Cargo Aircraft Only: Forbidden. Limited Quantities - Passenger Aircraft: Forbidden.

Special precautions for user : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Transport in bulk according to Annex II of MARPOL and the IBC Code : Not available.

Section 15. Regulatory information

U.S. Federal regulations : **TSCA 8(a) CDR Exempt/Partial exemption**: Not determined

Clean Water Act (CWA) 311: ammonia

Clean Air Act (CAA) 112 regulated toxic substances: ammonia

Clean Air Act Section 112 (b) Hazardous Air Pollutants (HAPs) : Not listed

Clean Air Act Section 602 Class I Substances : Not listed

Clean Air Act Section 602 Class II Substances : Not listed

DEA List I Chemicals (Precursor Chemicals) : Not listed

DEA List II Chemicals (Essential Chemicals) : Not listed

SARA 302/304

Composition/information on ingredients

Name	%	EHS	SARA 302 TPQ		SARA 304 RQ	
			(lbs)	(gallons)	(lbs)	(gallons)
ammonia	100	Yes.	500	-	100	-

SARA 304 RQ : 100 lbs / 45.4 kg

SARA 311/312

Classification : Refer to Section 2: Hazards Identification of this SDS for classification of substance.

SARA 313

	Product name	CAS number	%
Form R - Reporting requirements	ammonia	7664-41-7	100
Supplier notification	ammonia	7664-41-7	100

SARA 313 notifications must not be detached from the SDS and any copying and redistribution of the SDS shall include copying and redistribution of the notice attached to copies of the SDS subsequently redistributed.

State regulations

Section 15. Regulatory information

New York : This material is listed.

New Jersey : This material is listed.

Pennsylvania : This material is listed.

International regulations

Chemical Weapon Convention List Schedules I, II & III Chemicals

Not listed.

Montreal Protocol (Annexes A, B, C, E)

Not listed.

Stockholm Convention on Persistent Organic Pollutants

Not listed.

Rotterdam Convention on Prior Informed Consent (PIC)

Not listed.

UNECE Aarhus Protocol on POPs and Heavy Metals

Not listed.

Inventory list

Australia : This material is listed or exempted.

Canada : This material is listed or exempted.

China : This material is listed or exempted.

Europe : This material is listed or exempted.

Japan : **Japan inventory (ENCS)**: This material is listed or exempted.
Japan inventory (ISHL): This material is listed or exempted.

Malaysia : This material is listed or exempted.

New Zealand : This material is listed or exempted.

Philippines : This material is listed or exempted.

Republic of Korea : This material is listed or exempted.

Taiwan : This material is listed or exempted.

Thailand : Not determined.

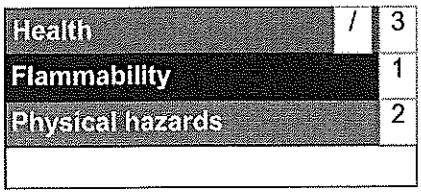
Turkey : This material is listed or exempted.

United States : This material is listed or exempted.

Viet Nam : Not determined.

Section 16. Other information

Hazardous Material Information System (U.S.A.)

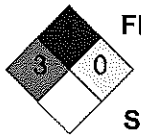


Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings and the associated label are not required on SDSs or products leaving a facility under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

The customer is responsible for determining the PPE code for this material. For more information on HMIS® Personal Protective Equipment (PPE) codes, consult the HMIS® Implementation Manual.

National Fire Protection Association (U.S.A.)

Section 16. Other information



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Copyright ©2001, National Fire Protection Association, Quincy, MA 02269. This warning system is intended to be interpreted and applied only by properly trained individuals to identify fire, health and reactivity hazards of chemicals. The user is referred to certain limited number of chemicals with recommended classifications in NFPA 49 and NFPA 325, which would be used as a guideline only. Whether the chemicals are classified by NFPA or not, anyone using the 704 systems to classify chemicals does so at their own risk.

Procedure used to derive the classification

Classification	Justification
FLAMMABLE GASES - Category 2	Expert judgment
GASES UNDER PRESSURE - Liquefied gas	Expert judgment
ACUTE TOXICITY (inhalation) - Category 4	Expert judgment
SKIN CORROSION - Category 1	Expert judgment
SERIOUS EYE DAMAGE - Category 1	Expert judgment
AQUATIC HAZARD (ACUTE) - Category 1	Expert judgment

History

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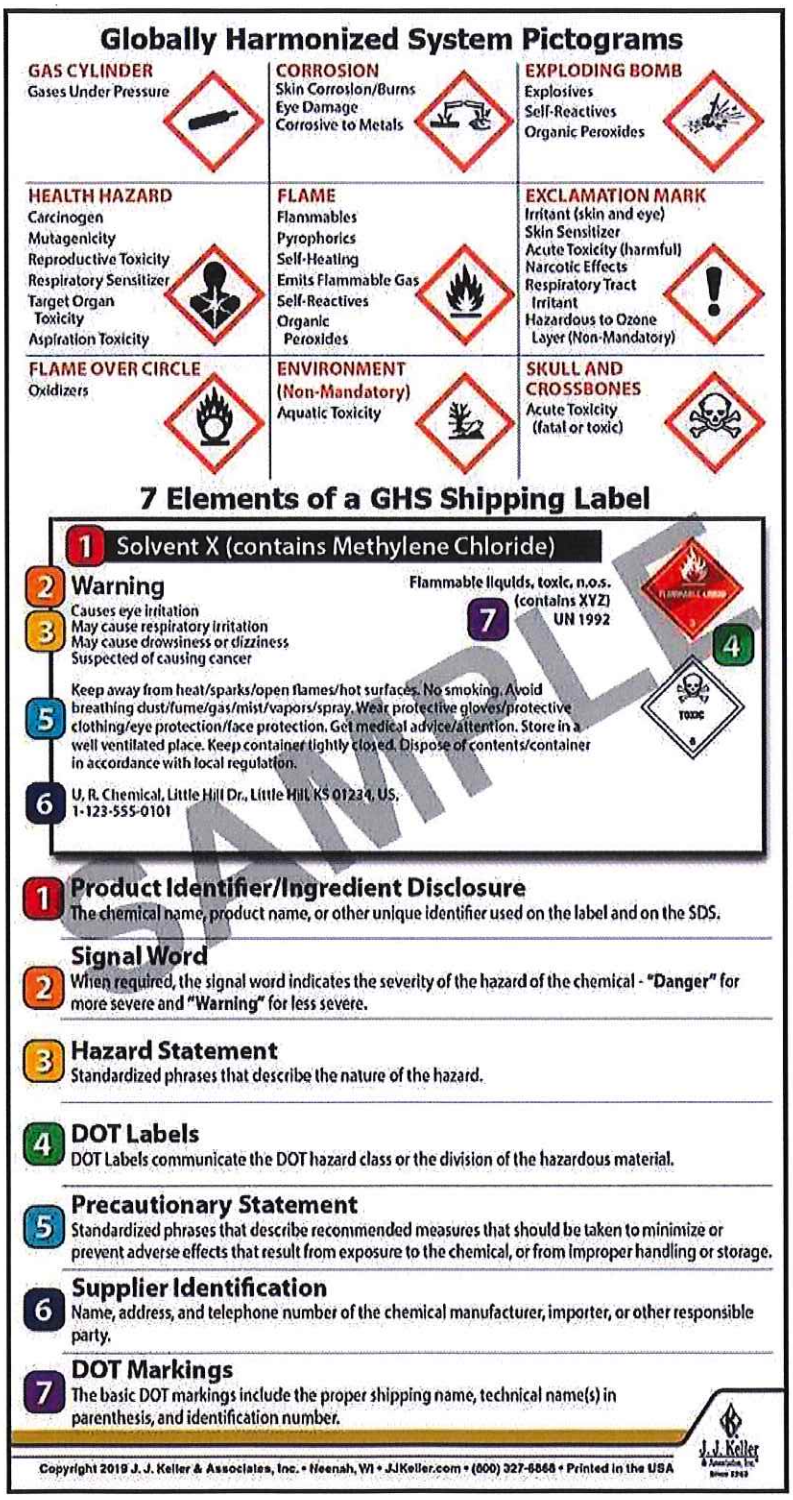
Version : 1.09

Key to abbreviations : ATE = Acute Toxicity Estimate
BCF = Bioconcentration Factor
GHS = Globally Harmonized System of Classification and Labelling of Chemicals
IATA = International Air Transport Association
IBC = Intermediate Bulk Container
IMDG = International Maritime Dangerous Goods
LogPow = logarithm of the octanol/water partition coefficient
MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)
UN = United Nations

References : Not available.

Notice to reader

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.
Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.


Globally Harmonized System Pictograms
GAS CYLINDER
Gases Under Pressure
CORROSION
Skin Corrosion/Burns
Eye Damage
Corrosive to Metals
EXPLODING BOMB
Explosives
Self-Reactives
Organic Peroxides
HEALTH HAZARD
Carcinogen
Mutagenicity
Reproductive Toxicity
Respiratory Sensitizer
Target Organ Toxicity
Aspiration Toxicity
FLAME
Flammables
Pyrophorics
Self-Heating
Emits Flammable Gas
Self-Reactives
Organic Peroxides
EXCLAMATION MARK
Irritant (skin and eye)
Skin Sensitizer
Acute Toxicity (harmful)
Narcotic Effects
Respiratory Tract Irritant
Hazardous to Ozone Layer (Non-Mandatory)
FLAME OVER CIRCLE
Oxidizers
ENVIRONMENT (Non-Mandatory)
Aquatic Toxicity
SKULL AND CROSSBONES
Acute Toxicity (fatal or toxic)
7 Elements of a GHS Shipping Label
1 Solvent X (contains Methylene Chloride)
2 Warning
3 Causes eye irritation
May cause respiratory irritation
May cause drowsiness or dizziness
Suspected of causing cancer
5 Keep away from heat/sparks/open flames/hot surfaces. No smoking. Avoid breathing dust/fume/gas/mist/vapors/spray. Wear protective gloves/protective clothing/eye protection/face protection. Get medical advice/attention. Store in a well ventilated place. Keep container tightly closed. Dispose of contents/container in accordance with local regulation.
6 U. R. Chemical, Little Hill Dr., Little Hill KS 01234, US, 1-123-555-0101
7 Flammable liquids, toxic, n.o.s. (contains XYZ) UN 1992
4
TOXIC
SAMPLE
1 Product Identifier/Ingredient Disclosure
The chemical name, product name, or other unique identifier used on the label and on the SDS.
2 Signal Word
When required, the signal word indicates the severity of the hazard of the chemical - "Danger" for more severe and "Warning" for less severe.
3 Hazard Statement
Standardized phrases that describe the nature of the hazard.
4 DOT Labels
DOT Labels communicate the DOT hazard class or the division of the hazardous material.
5 Precautionary Statement
Standardized phrases that describe recommended measures that should be taken to minimize or prevent adverse effects that result from exposure to the chemical, or from improper handling or storage.
6 Supplier Identification
Name, address, and telephone number of the chemical manufacturer, importer, or other responsible party.
7 DOT Markings
The basic DOT markings include the proper shipping name, technical name(s) in parenthesis, and identification number.
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J.J. Keller

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Kristen Johnson**
SUBJECT:	**Resolution #21-69 Awarding Official City Newspaper Contract.**

ATTACHMENTS:

- Reso21-69 (PDF)
- Press Times Bid 2021 (PDF)

RESOLUTION #21-69
AWARDING OFFICIAL CITY NEWSPAPER CONTRACT

WHEREAS, the City of De Pere has advertised, pursuant to Wis. Stats. §985.06, and received two ineffective bids; and

WHEREAS, the City re-advertised and received one effective bid from a qualified newspaper for the printing of Common Council proceedings and legal notices; and

WHEREAS, Wis. Stat. § 985.06 requires that the newspaper submitting the lowest effective bid be awarded the contract; and

WHEREAS, the bid from the *Press Times* is the lowest effective bid.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The *Press Times* be designated the Official City Newspaper for the printing of Common Council proceedings and legal notices for the 2021-2022 contract year in accordance with its low effective bid. A copy of such bid is attached and incorporated as Exhibit A.

BE IT FURTHER RESOLVED THAT:

> All City officers, officials 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 15th day of June, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____



Locally owned and locally written since 1970
400 Security Blvd Suite 2. Green Bay, WI 920-799-4687

The Press Times hereby submits the enclosed bid to publish the City of De Pere's council proceedings and legal notices for the coming year.

In-column Legal Notice fees:
Fees for publishing Legal Notices in the classifieds section are calculated on a per line basis.The Press Times utilizes a 1.5 inch column width and six columns per page. As of April 20, 2012, all Wisconsin Newspapers were required to use Arial font. Using a eight point typeface, 10.2 lines per inch, and our bid is as follows:

Classifieds 6 Column Per Line Charge-Arial 8-point Font

Number of Columns	First Insertion	Subsequent Insertion(s)
1	$0.5146	$0.4065
2	$1.0817	$0.8545
3	$1.6483	$1.3021
4	$2.2154	$1.7501
5	$2.7820	$2.1977
6	$3.3492	$2.6458

Affidavit charge $1.00 per affidavit
Please consider:
The Press Times classified section uses a six column format which is significantly wider than many competing newspapers. The width difference should be taken into consideration when comparing rate quotes since the billable lines per page in The Press Times may be a fraction of many competitors.

If you have any questions on the above, please contact me at your convenience.

Sincerely,
Mike Hollihan
General Manager
Press Times

UNITED STATES POSTAL SERVICE®

Statement of Ownership, Management, and Circulation (All Periodicals Publications Except Requester Publications)

1. Publication Title	2. Publication Number	3. Filing Date
The Press Times	930-660	9-29-20
4. Issue Frequency	**5. Number of Issues Published Annually**	**6. Annual Subscription Price**
Weekly	52	$39.95

7. Complete Mailing Address of Known Office of Publication *(Not printer) (Street, city, county, state, and ZIP+4®)*
400 Security Blvd Suite 2 Green Bay WI 54313
Brown County

Contact Person: Dave Wood
Telephone *(Include area code)*: 920-217-3309

8. Complete Mailing Address of Headquarters or General Business Office of Publisher *(Not printer)*
N2919 Cty Rd QQ Waupaca WI 54981

9. Full Names and Complete Mailing Addresses of Publisher, Editor, and Managing Editor *(Do not leave blank)*

Publisher *(Name and complete mailing address)*
Patrick Wood N2919 Cty Rd QQ Waupaca WI 54981

Editor *(Name and complete mailing address)*
Ben Rogers 400 Security Blvd Suite 2 Green Bay WI 543

Managing Editor *(Name and complete mailing address)*
Dave Wood N2919 Cty Rd QQ Waupaca WI 54981

10. Owner *(Do not leave blank. If the publication is owned by a corporation, give the name and address of the corporation immediately followed by the names and addresses of all stockholders owning or holding 1 percent or more of the total amount of stock. If not owned by a corporation, give the names and addresses of the individual owners. If owned by a partnership or other unincorporated firm, give its name and address as well as those of each individual owner. If the publication is published by a nonprofit organization, give its name and address.)*

Full Name	Complete Mailing Address
Brown Cty Publishing	N2919 Cty Rd QQ Waupaca WI 54981

11. Known Bondholders, Mortgagees, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities. If none, check box → ☐ None

Full Name	Complete Mailing Address
See Attached	

12. Tax Status *(For completion by nonprofit organizations authorized to mail at nonprofit rates) (Check one)*
The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes:

☐ Has Not Changed During Preceding 12 Months
☐ Has Changed During Preceding 12 Months *(Publisher must submit explanation of change with this statement)*

13. Publication Title	14. Issue Date for Circulation Data Below
The Press Times	9-24-20

15. Extent and Nature of Circulation			Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
a. Total Number of Copies *(Net press run)*			5470	5151
b. Paid Circulation *(By Mail and Outside the Mail)*	(1)	Mailed Outside-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	143	261
	(2)	Mailed In-County Paid Subscriptions Stated on PS Form 3541 *(Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)*	4609	4387
	(3)	Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®	200	190
	(4)	Paid Distribution by Other Classes of Mail Through the USPS (e.g., First-Class Mail®)	0	0
c. Total Paid Distribution *[Sum of 15b (1), (2), (3), and (4)]* ▶			4952	4838
d. Free or Nominal Rate Distribution *(By Mail and Outside the Mail)*	(1)	Free or Nominal Rate Outside-County Copies included on PS Form 3541	0	0
	(2)	Free or Nominal Rate In-County Copies Included on PS Form 3541	0	0
	(3)	Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g., First-Class Mail)	0	0
	(4)	Free or Nominal Rate Distribution Outside the Mail *(Carriers or other means)*	25	25
e. Total Free or Nominal Rate Distribution *(Sum of 15d (1), (2), (3) and (4))*			25	25
f. Total Distribution *(Sum of 15c and 15e)* ▶			4977	4863
g. Copies not Distributed *(See Instructions to Publishers #4 (page #3))* ▶			493	288
h. Total *(Sum of 15f and g)*			5470	5151
i. Percent Paid *(15c divided by 15f times 100)* ▶			91%	94%

* If you are claiming electronic copies, go to line 16 on page 3. If you are not claiming electronic copies, skip to line 17 on page 3.

UNITED STATES POSTAL SERVICE®

Statement of Ownership, Management, and Circulation (All Periodicals Publications Except Requester Publications)

16. Electronic Copy Circulation	Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
a. Paid Electronic Copies ▶		
b. Total Paid Print Copies (Line 15c) + Paid Electronic Copies (Line 16a) ▶		
c. Total Print Distribution (Line 15f) + Paid Electronic Copies (Line 16a) ▶		
d. Percent Paid (Both Print & Electronic Copies) (16b divided by 16c × 100) ▶		

☐ I certify that 50% of all my distributed copies (electronic and print) are paid above a nominal price.

17. Publication of Statement of Ownership

☐ If the publication is a general publication, publication of this statement is required. Will be printed in the 10-7-20 issue of this publication. ☐ Publication not required.

18. Signature and Title of Editor, Publisher, Business Manager, or Owner	Date
Business Manager	9/29/20

I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).

Statement of Ownership and Circulation

11. **Bondholders:** Nicolet Bank, 111 North Washington Street, Green Bay, WI 54301

Owners: As of September 21, 2020 the holders of 1% or more of the outstanding common stock of Brown County Publishing, LLC: Patrick Wood, 404 Maxwell Drive, Pittsburgh, PA 15236, Christopher Wood, 400 Security Blvd., Suite 2, Green Bay, WI 54313, Carole Wood, 1833 Lilac Lane, Green Bay, WI 54302, Tom Wood, 1990 Godfrey Drive, Waupaca, WI, 54981, Mike Hollihan, 400 Security Blvd, Ste. 2, Green Bay, WI 54313, Nick Wood, 1990 Godfrey Drive, Waupaca, WI 54981, Francis & Mary Pietsch, 589 Green Bay Road, Denmark, WI 54208, David Wood, 1990 Godfrey Drive, Waupaca, WI 54981.

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Joel Brennan, Secretary
James M. Langdon, Administrator

December 10, 2020

KEEP THIS DOCUMENT FOR YOUR RECORDS

Press Times The
Casie Mallien
400 Security Blvd, Suite 2
Green Bay, WI 54313

2021 Certification of Legal Notice Rates for Newspapers

This letter certifies that the newspaper listed above may collect a fee for publishing legal notices required by Wisconsin law. Certification requirements are reviewed and legal are updated annually pursuant Chapter 10 ELECTION DATES AND NOTICES and 985 PUBLICATION OF LEGAL NOTICES; PUBLIC NEWSPAPERS; FEES of the Wisconsin Statutes.

- Part One lists information currently on file about this newspaper
- Part Two addresses general legal/public notices
- Part Three covers election facsimile ballots
- Part Four contains general information about the certification process

Effective Dates

Unless otherwise updated and amended, this certification letter governs notices published on:
January 1, 2021 through December 31, 2021.

The information below will determine the rates/fee for this newspaper and is published on the Internet. Contact the Department of Administration IMMEDIATELY with changes to any of the information listed in this document:

Paid Circulation:	4,952	**Telephone:**	(920) 499-1200
Circulation Adjust:	0%	**Fax:**	(920) 799-4687
Day(s) Published:	F	**E-Mail:**	cmallien@mmclocal.com
County:	Brown	**Parent Co.:**	Multi Media Channels, LLC

Insertion Rates

Your newspaper is certified for the fonts and column widths in the following list. Use the corresponding adjusted line rates to calculate fees.

					ADJUSTED RATES	
Font(s)	Point Size	Alphabet Length	Column Width	Font Base	First Insert	Subsqt Insert
Arial	6	72	9.00	0.7004	0.7004	0.5533
Arial	6	72	18.92	1.4723	1.4723	1.1631
Arial	6	72	28.83	2.2435	2.2435	1.7723
Arial	6	72	38.75	3.0155	3.0155	2.3821
Arial	6	72	48.66	3.7866	3.7866	2.9914
Arial	6	72	58.58	4.5586	4.5586	3.6012
Arial	7	84	9.00	0.6003	0.6003	0.4742
Arial	7	84	18.92	1.2620	1.2620	0.9969
Arial	7	84	28.83	1.9230	1.9230	1.5191
Arial	7	84	38.75	2.5847	2.5847	2.0418
Arial	7	84	48.66	3.2457	3.2457	2.5640
Arial	7	84	58.58	3.9074	3.9074	3.0867

Arial	8	98	9.00	0.5146	0.5146	0.4065
Arial	8	98	18.92	1.0817	1.0817	0.8545
Arial	8	98	28.83	1.6483	1.6483	1.3021
Arial	8	98	38.75	2.2154	2.2154	1.7501
Arial	8	98	48.66	2.7820	2.7820	2.1977
Arial	8	98	58.58	3.3492	3.3492	2.6458
Arial Bold	6	78	9.00	0.6465	0.6465	0.5107
Arial Bold	6	78	18.92	1.3591	1.3591	1.0736
Arial Bold	6	78	28.83	2.0709	2.0709	1.6360
Arial Bold	6	78	38.75	2.7835	2.7835	2.1989
Arial Bold	6	78	48.66	3.4954	3.4954	2.7613
Arial Bold	6	78	58.58	4.2079	4.2079	3.3242
Arial Bold	7	90	9.00	0.5603	0.5603	0.4426
Arial Bold	7	90	18.92	1.1779	1.1779	0.9305
Arial Bold	7	90	28.83	1.7948	1.7948	1.4179
Arial Bold	7	90	38.75	2.4124	2.4124	1.9057
Arial Bold	7	90	48.66	3.0293	3.0293	2.3931
Arial Bold	7	90	58.58	3.6469	3.6469	2.8810
Arial Bold	8	108	9.00	0.4669	0.4669	0.3688
Arial Bold	8	108	18.92	0.9815	0.9815	0.7754
Arial Bold	8	108	28.83	1.4957	1.4957	1.1815
Arial Bold	8	108	38.75	2.0103	2.0103	1.5881
Arial Bold	8	108	48.66	2.5244	2.5244	1.9942
Arial Bold	8	108	58.58	3.0391	3.0391	2.4008
Arial Bold Italic	6	78	9.00	0.6465	0.6465	0.5107
Arial Bold Italic	6	78	18.92	1.3591	1.3591	1.0736
Arial Bold Italic	6	78	28.83	2.0709	2.0709	1.6360
Arial Bold Italic	6	78	38.75	2.7835	2.7835	2.1989
Arial Bold Italic	6	78	48.66	3.4954	3.4954	2.7613
Arial Bold Italic	6	78	58.58	4.2079	4.2079	3.3242
Arial Bold Italic	7	90	9.00	0.5603	0.5603	0.4426
Arial Bold Italic	7	90	18.92	1.1779	1.1779	0.9305
Arial Bold Italic	7	90	28.83	1.7948	1.7948	1.4179
Arial Bold Italic	7	90	38.75	2.4124	2.4124	1.9057
Arial Bold Italic	7	90	48.66	3.0293	3.0293	2.3931
Arial Bold Italic	7	90	58.58	3.6469	3.6469	2.8810
Arial Bold Italic	8	108	9.00	0.4669	0.4669	0.3688
Arial Bold Italic	8	108	18.92	0.9815	0.9815	0.7754
Arial Bold Italic	8	108	28.83	1.4957	1.4957	1.1815
Arial Bold Italic	8	108	38.75	2.0103	2.0103	1.5881
Arial Bold Italic	8	108	48.66	2.5244	2.5244	1.9942
Arial Bold Italic	8	108	58.58	3.0391	3.0391	2.4008
Arial Italic	6	72	9.00	0.7004	0.7004	0.5533
Arial Italic	6	72	18.92	1.4723	1.4723	1.1631
Arial Italic	6	72	28.83	2.2435	2.2435	1.7723
Arial Italic	6	72	38.75	3.0155	3.0155	2.3821
Arial Italic	6	72	48.66	3.7866	3.7866	2.9914
Arial Italic	6	72	58.58	4.5586	4.5586	3.6012
Arial Italic	7	84	9.00	0.6003	0.6003	0.4742
Arial Italic	7	84	18.92	1.2620	1.2620	0.9969
Arial Italic	7	84	28.83	1.9230	1.9230	1.5191
Arial Italic	7	84	38.75	2.5847	2.5847	2.0418
Arial Italic	7	84	48.66	3.2457	3.2457	2.5640
Arial Italic	7	84	58.58	3.9074	3.9074	3.0867
Arial Italic	8	98	9.00	0.5146	0.5146	0.4065
Arial Italic	8	98	18.92	1.0817	1.0817	0.8545
Arial Italic	8	98	28.83	1.6483	1.6483	1.3021
Arial Italic	8	98	38.75	2.2154	2.2154	1.7501

Arial Italic	8	98	48.66	2.7820	2.7820	2.1977
Arial Italic	8	98	58.58	3.3492	3.3492	2.6458

Ballots

Fees for publishing ballots are calculated by area. The fee is charged as if the area occupied by the ballot were set in the standard line described in s. 985.08 (2)(a), Wis. Stats.

"All legal notices shall be in Arial type face. A standard line shall be 6-point Arial on a 6-point leading without spacing between the lines, and 11 picas in length. One inch equals 6 postscript pica and 72 postscript points. Nonstandard line lengths shall be allowed with adjustments in fees according to variations in line length."

To calculate ballot rates use the current statute standard line rate of **$0.7704** first insert and **$0.6086** subsequent insertion, multiplying by 12 lines per inch, then dividing by 11 picas per column and applying the newspaper's circulation adjustment.

Use the following worksheet to calculate fees for ballots:

a) Measure the width of the ballot in picas (1 inch = 6 picas = 72 points): (a) _____
b) Measure the height (single column) of the ballot in inches: (b) _____
c) Multiply line (a) times line (b) equals: (c) _____
d) Enter the appropriate adjusted facsimile ballot rate from the table below: (d) $_____

Range	Circulation Adjustment	Ballot Rate per line
First Insert:	**$0.7704**	
8,0000 or less	0%	$0.7704
8,001-12,000	15%	$0.8965
12,001-16,000	30%	$1.0225
16,001-20,000	45%	$1.1486
20,001-24,000	60%	$1.2747
24,001 and up	75%	$1.4007
Subsequent Insert:	**$0.6086**	
8,0000 or less	0%	$0.6086
8,001-12,000	15%	$0.7082
12,001-16,000	30%	$0.8078
16,001-20,000	45%	$0.9074
20,001-24,000	60%	$1.0070
24,001 and up	75%	$1.1065

e) Multiply line (c) times line (d) = TOTAL $_____

Sample Ballots shall be published per the copy furnished by the county and municipal clerks. Introductory and descriptive text includes material which accompanies the ballot, but which in itself is not part of the actual ballot. Fees for such are not calculated as facsimile ballots. Unless directed otherwise by the election official, this material should be published using the appropriate legal notice font and line rate from this certification.

s. 5.94 "Sample ballots; publication. When an electronic voting system employing a ballot that is distributed to electors is used, the county and municipal clerk of the county and municipality in which the polling place designated for use of the system is located shall cause to be published, in the type B notices, a true actual-size copy of the ballot containing the names of offices and candidates and statements of measures to be voted on, as nearly as possible, in the form in which they will appear on the official ballot on election day. The notice may be published as a newspaper insert. Municipal clerks may post the notice if the remainder of the type B notice is posted."

SIZE: Election ballots may **not** be enlarged. If appropriate to provide a proper fit for a newspaper's standard column width, ballots may be reduced in size photographically. If reduced, the fee calculations are based on the area covered by the ballot as published, i.e., after it is reduced.

Chapter 10 of the Wisconsin Statutes provides the information necessary to publish election ballots in newspapers.

OPTICAL SCAN BALLOTS: These were developed after the requirements of Chapter 985 Wisconsin Statutes were established. Responsibility for readability lies with the county or municipality placing the notice.

MEASUREMENTS: For purposes of this certification, 1 inch = 6 picas = 72 points.

RATES: Wisconsin Statutes establish the standard line rate for publication of legal notices and the annual adjustment procedure. The rates for each newspaper are calculated by adjusting for the font alphabet length, the newspaper's column width(s) and total paid circulation. (Please refer to s. 985.08(2)(a), Wis. Stats.)

INSERTION: Use first insert rates to calculate fees for the first date a notice or ballot is published. First insert rates include an allowance for preparatory work by the publisher. Use subsequent insert rates for repeat publications of the same notice or ballot, i.e., when no additional preparation is needed.

COPY: When electronic copy for the entire legal notice or substantial areas thereof is provided, eliminating typesetting, enlargements or reductions, or other changes by the newspaper, the maximum rate is the same as the maximum rate established under sub.(1) for subsequent insertions. (Please refer to s. 985.08 (2)(b), Wis. Stats.))

TEAR SHEETS: Upon request, a tear sheet proof of a multiple insertion notice shall be mailed to the advertiser or the advertiser's attorney within 72 hours after the first insertion, and an additional charge of $1 for such tear sheet proof may be made. (Please refer to s. 985.08 (8), Wis. Stats.)

AFFIDAVITS: The fee for an affidavit of publication shall be $1.00 (Please refer to s. 985.12(4), Wis. Stats.)
985.12(1) The affidavit of the editor, publisher, printer or proprietor of any newspaper, or of his or her foreman or principal clerk, of the publication of any legal notice, annexed to a copy of the notice clipped from the newspaper in **either hard copy or electronic format**, and specifying the date of each insertion, and the paper in which it was published, shall be received in all cases as presumptive evidence of the publication and of the facts stated therein.

RENEWALS: Annually updated legal notice rate certification to newspapers who meet the statutory requirements. Newspapers need to contact the State Bureau of Procurement for any changes in address, font size, column width or any of the items listed in this certification. (Please refer to s. 985.08(1), Wis. Stats.)

Newspapers must contact the Department of Administration for any changes in public notice contact personnel, address, font sizes, column width and/or any of the items listed in this certification.

If you have any questions about this certification, please email me at: william2.goff@wisconsin.gov or you can call me at (608) 266-1002.

Sincerely,
Bill Goff
Newspaper Certification Program

Enclosure
Chapter 985

Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

The Ohio Casualty Insurance Company

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Brown County Publishing, Inc. & Multi-Media Channels, LLC

of N2919 County Road QQ, Waupaca, WI 54981

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Boston, Massachusetts (hereinafter called the Surety), as Surety, are held and firmly bound unto City of De Pere

of 335 S. Broadway, De Pere, WI 54115

(hereinafter called the Obligee) in the penal sum of Ten Percent of Bid Amount

Dollars 10 lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated May 4, 2021 for Publish City of De Pere Legal Notices

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and provide a bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: April 15, 2021

Brown County Publishing, Inc. & Multi-Media Channels, LLC
Principal

By: Patrick J. Wood

The Ohio Casualty Insurance Company

By: Todd Pliner (Attorney-in-fact)

LMS-20865e 11/17

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual SURETY

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Surety Bond Number: XXXXXXXXX Principal: Brown County Publishing, Inc. & Multi-Media Channels, LLC

Bond Amount: ($1,000.00)One Thousand Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Todd Pliner

all in the city of Green Bay , state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September , 2016 .

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

The Ohio Casualty Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 26th day of September , 2016 , before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Company, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 15th day of April , 2021 .

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-14910 03/21

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #21-70 Adopting Brown County All Hazards Mitigation Plan.**

ATTACHMENTS:

- Reso21-70 (PDF)

RESOLUTION #21-70
ADOPTING BROWN COUNTY ALL HAZARDS MITIGATION PLAN

WHEREAS, the City of De Pere recognizes that natural hazards pose a threat to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted all hazards mitigation plan is required as a condition of future grant funding for mitigation projects; and

WHEREAS, the County Board of Brown County has adopted the Brown County All Hazard Mitigation Plan as its official plan; and

WHEREAS, the Common Council of the City of De Pere has reviewed such plan and recommends approval thereof for the City of De Pere.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council for the City of De Pere, Wisconsin, hereby adopts the *2020 Brown County All Hazards Mitigation Plan*, a copy of which is on file with the City Clerk, as its official plan and directs that a copy of the same be forwarded to the Brown County Emergency Management Department.

BE IT FURTHER RESOLVED THAT:

Upon approval of the *2020 Brown County All Hazards Mitigation Plan*, the Brown County Emergency Management Department will submit the adopted plan to Wisconsin Emergency Management and Federal Emergency Management Agency officials for final review and approval, as required under the Hazard Mitigation Grant Program.

BE IT FURTHER RESOLVED THAT:

All City officers, officials 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 15th day of June, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Resolution #21-71 Authorizing Agreement for Consulting Services Between City of De Pere and Vierbicher Associates, Inc. (Community Development Block Grant Special Project Grant Program).**

The Finance and Personnel at the June 9, 2021 meeting recommended approval contract for grant preparation services to Vierbicher Associates, Inc. for application to the CDBG Special Project Grant Program. Northpointe Development Inc. approached the City with a proposal to transition the former assisted living facility at 525 N Tenth Street to an affordable senior living facility. To facilitate the development they are proposing to use WHEDA Section 42 funds and CDBG funds to capitalize the lost project income in exchange for keeping a percentage of the units as affordable for a period 20-30 years (program dependant). While the grant is intend to fund the transition the former assisted living facility to an affordable senior living facility the development team cannot be the applicant to the CDBG program. The City has to apply and pass the funds to the developer. The Committee recommended awarding the contract to Vierbicher for $4,200. The project would be funding from the TID No. 13 Budget but the City intends to enter into an agreement with developer to reimburse the City for the grant application.
The committee voted 5-0 in favor of the award.

ATTACHMENTS:

- Reso21-71 (PDF)
- Vierbicher Associates, Inc.6-10-21 (PDF)
- Exhibit A-Vierbicher & Associates (PDF)
- Consider Award of Grant Preparation Services to Vierbicher Associates, Inc (PDF)
- 525 N Tenth Street (PDF)

RESOLUTION #21-71

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND VIERBICHER ASSOCIATES, INC.
(Community Development Block Grant Special Project Grant Program)

WHEREAS, the City has been invited by the Wisconsin Department of Administration to complete a full application for the Community Development Block Grant (CDBG), Special Project Grant Program as a result pre-application that was submitted to facilitate an affordable housing conversion project proposed at a former assisted living facility at 525 North Tenth Street; and

WHEREAS, City is in need of the assistance of an experienced firm to facilitate the submission of the CDBG Special Project Affordability Conversion Grant application and it various requirements; and

WHEREAS, Vierbicher Associates, Inc. has available and offers to provide personnel, professional assistance and facilities necessary to accomplish such services within the required timeframe; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and City Clerk are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Vierbicher Associates, Inc., as is attached hereto, subject to such changes and revisions as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____
Nays:_____
Board/Committee Approval: 06/08/2021

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND VIERBICHER ASSOCIATES, INC. (Community Development Block Grant Special Project Grant Program)

THIS AGREEMENT made and entered into this ___ day of _____, 2021, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Vierbicher Associates, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of experienced firm to assist it with a Department of Administration grant application for funding for a special projects affordability conversion under the Community Development Block Grant (CDBG), Special Project Grant Program; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in Consultant's Proposal dated May 7, 2021, attached hereto as Exhibit B and incorporated by reference. If a conflict exists 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 Exhibit A. 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 background information and supporting document concerning the project that may be applicable or required for the CDBG application process, as are available.

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 the work. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

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

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 the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension

exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article 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. Charges for the latter work are subject to the 10 percent limitation described in this Article.

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:	If to Consultant:
City of DePere	Vierbicher Associates, Inc.
Attn: City Clerk	Attn: Kurt R. Muchow, Principal
335 South Broadway Street	999 Fourier Drive; Suite 201
De Pere, WI 54115	Madison, WI 53717

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

VIERBICHER ASSOCIATES, INC.	CITY OF DE PERE, WISCONSIN
By: _____	By: _____
Kurt R. Muchow, Principal	James G. Boyd, Mayor
By: _____	By:_____
Name: _____	Carey E. Danen, City Clerk

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vierbicher
planners | engineers | advisors

999 Fourier Drive, Suite 201
Madison, Wisconsin 53717
(608) 826-0532 phone
(608) 826-0530 fax
www.vierbicher.com

May 7, 2021

Daniel Lindstrom, City of De Pere
Director of Development Services
335 S Broadway
De Pere, WI 54115

Re: Agreement to Provide Professional Consulting Services
De Pere CDBG Special Grant Application

Dear Daniel,

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Proposal to provide grant application services for the City of De Pere, (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

I. PROJECT UNDERSTANDING

Client is applying for federal funding for a project under the Community Development Block Grant (CDBG), Special Project Grant Program. The Client submitted a pre-application for a Low to Moderate Income (LMI) Housing Conversion CDBG Special Project. The Client was invited to complete a full application for the CDBG Special Project Grant Application, for an affordable housing conversion project.

II. SCOPE OF SERVICES

A. General

Consultant shall work with Client to prepare a Grant Application for the Special Project. All work to be undertaken as part of this proposed program must be undertaken in accordance with CDBG Program guidelines.

B. Specific Services Provided by Consultant

1. CDBG Special Project Grant Application.

   a) Assist the Client with the preparation and coordination of processes required for the Application and submittal to the Department of Administration no later than August 6, 2021.

   b) Establishing a timeline for application process.

   c) Coordinate with Client for the Citizen Participation Public Hearing (required prior to the submission of the CDBG Special Project Application), and any other meetings as necessary for successful application.

d) Coordinate with Client Staff concerning the City and Developer documents required to be included in the CDBG application.

e) Maintain hardcopy and/or electronic copies of all documents generated for the Application; provide them to the Client during and upon completion of the Application process.

f) Complying with CDBG regulations and policies applicable to the project Application process.

C. Additional Services if Requested by Client

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that creates a need for additional services beyond those required for a standard contract.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

In addition to the "Services Not Provided as Part of This Contract" section indicated in the attached General Terms and Conditions, the following services are not included as part of this agreement: meeting attendance, architectural/engineering services, surveying, wetland delineation, archaeological & historic surveys, writing checks to pay invoices, newspaper publication costs, legal, auditing and acquisition & relocation services, developer agreement, and grant administration.

IV. INFORMATION PROVIDED BY OTHERS

In order to complete our scope of services, the following information shall be provided by others:

A. Provide Consultant copies of all city and developer documents required for CDBG application.

B. Services of the municipal attorney.

C. Miscellaneous expenses incurred by the Client related to the implementation of the CDBG Program. These expenses may include personnel training, travel, postage, office supplies, telephone, newspaper publication costs, and copies.

V. SCHEDULE

This proposal assumes the application will be submitted by August 6, 2021.

VI. SCHEDULE OF DELIVERABLES

The following deliverables shall be provided to the Client throughout the course of the project:

A. One CDBG Special Project Grant Application.

VII. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Katherine A. Westaby, Project Leader. She, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Katherine.

The Client designates Daniel Lindstrom as its representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

VIII. FEES

A. The fixed fee to provide the above-described scope of services is as follows:

1. CDBG Special Project Grant Application ..... = $ 4,200.00.

B. These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.

C. Reimbursable expenses are included in the above stated fees.

IX. EQUAL OPPORTUNITY/AFFRIMATIVE ACTION

In connection with the performance of work under contract, Consultant agrees to comply with:

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which provides that no person shall be excluded from participation, denied the benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Urban Development Act of 1974, as amended, which provided that no person shall be excluded from participation (including employment), denied benefits or subjected to discrimination on the basis of race, color, national origin, or sex, under any program or activity, funded in whole or in part under Title I (Community Development) of the Act.

Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

Age Discrimination Act of 1975, as amended, which provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving federal funds.

Executive Order 11246, as amended, which provides that no person shall be discriminated against, on the basis of race, color, religion, sex or national origin in any place of employment during the performance of federally-assisted construction contracts in excess of $2,000.

Section 3 of the Housing and Urban Development Act of 1968, as amended, which provides that to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of the project area, and that contracts, in connection with the project, be awarded to business concerns located in, or owned in substantial part, by residents of the project area.

X. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 11-6-18 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to our Reedsburg office. Should you have any questions or require any additional information, please feel free to contact me.

Sincerely,

Katherine A. Westaby, AICP
Project Leader

Enclosure: General Terms and Conditions

AUTHORIZATION TO PROCEED

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

Client	Consultant
Daniel Lindstrom, City of De Pere Director of Development Services 335 S Broadway De Pere, WI 54115	Kurt R. Muchow, Principal Vierbicher Associates, Inc. 999 Fourier Drive, Suite 201 Madison, WI 53717
Date	May 7, 20201 Date
Witness	Deena Jackson Witness

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CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Finance and Personnel Committee
From: Daniel Lindstrom
Date: June 8, 2021

RE: **Consider Award of Grant Preparation Services to Vierbicher Associates, Inc. for the Department of Administration CDBG Special Project Grant Program.***

A developer approached the City with a proposal to transition the former assisted living facility at 525 N Tenth Street to an affordable senior living facility. This was the rezoning item on the Plan Commission agenda in March and staff is currently reviewing a minor site plan amendment to accommodate the use.

The developer proposes to use Section 42 WHEDA funding. The City has been invited by the WI Department of Administration (DOA) to apply for special projects affordable housing conversion funding through the CDBG program. An award amount would be determined by the DOA, but the City would applying for approximately $1,000,000 in funding from the DOA. The City of De Pere has never qualified for the CDBG program before due to our higher median incomes. As part of the CDBG program, the City must be the applicant for the program, but we would pass the award dollars and performance monitoring to the developer. For the City to apply we need to comply with the requirements of the Housing and Community Development Act of 1974 as amended (42 USC 69 §5304). This is not an invitation that the City would receive very often and we are likely only eligible because the DOA is targeting housing conversion projects to make an affordable housing impact in communities. Among the long list of application requirements, several steps in the process need to be followed and staff recommended bringing in a subject matter consultant to facilitate the process.

The DOA Special Projects Housing Conversion Grant is not a widely used program and finding firms with experience with the specific application is difficult. Staff reached out to four firms for experience with this specific program and a quote/scope of work.

Mead and Hunt	No experience with Special Projects Affordability Conversion
Stantec	No experience with Special Projects Affordability Conversion
Vandewalle	No experience with Special Projects Affordability Conversion
Vierbicher	2020 Project. Price and scope to complete grant application $4,200

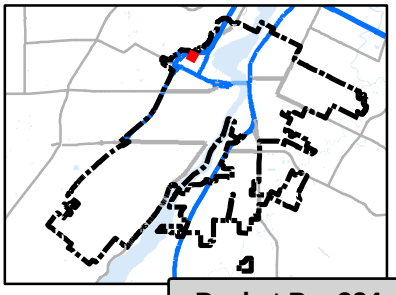
Staff's recommendation is to award the proposal to Vierbicher for $4,200.00. The project would be funding from the TID No. 13 Budget.



525 N Tenth Street Site Map

City of De Pere

0 45 90 180 270 360 Feet



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

File Path: X:\PropertyInformation\West\525 N TENTH ST\Planning\Economic Development

Data Source

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Consideration and possible action on Community Service Grant applications from the Master Gardeners of Brown County and the Health and Wellness Committee (Resurrection Parish).**

The City of De Pere budgets $1,200 annually for Community Service Grant recipients. Applications are solicited and considered twice a year, at the second Council meetings in June and December.

ATTACHMENTS:

- Master Gardeners of Brown County application (PDF)
- Health and Wellness Committee (Resurrection Parish) application (PDF)

City of De Pere

MAY 2 4 2021

Clerk's Office

City Of De Pere

COMMUNITY SERVICE GRANT APPLICATION

GROUP

Group Name:	Master Gardener Volunteer (MGV) Locktender's House Native Plant Garden
Grant Applicant Name:	Locktender's House Native Plant Garden Restoration Email address: csch5677@gmail.com
Physical Address:	100 William Street, De Pere – Voyageur Park Locktender's House/viewing pier
Phone Number:	920-680-2347 Alt. Phone Number: 920-336-0030
Date:	May 21, 2021 Project Contact: Claudia Schultz, MGV

INSTRUCTIONS

Goals should always be: **S** – Specific **M** – Measurable **A** – Achievable **R** – Realistic **T** – Time Bound

In the area below, describe your community service proposal in lieu of the following considerations:

1. **Goal/Objective.** Briefly describe each goal/objective and when the goal/objective should be met or accomplished.
2. **Measurement.** How will the goal/objective be achieved? What benefit will citizens of the city of De Pere gain through this project?
3. **Itemize all anticipated expenses.** Describe all materials that will need to be purchased for the project and how they will relate to the overall objective. Also provide cost estimates associated with the project, not to exceed $600.00.

PROJECT OUTLINE

Description: We are asking for a $500 grant to purchase 100 native prairie plants, wholesale @ $5.00 each from Stone Silo Prairie, a local De Pere garden nursery. Previously in 2017, 2018 and 2019 we successfully applied for similar community grants to plant and replant the native gardens surrounding the historic Locktender's House on the De Pere Riverwalk in Voyageur Park. From 2015 to 2018 we planted and maintained 100-foot sections every year. The completed garden was 600 x10 feet on both sides of the Locktender's House. The Mulva Picnic Place was also planted in natives in 2018. However, in fall/winter 2018-2019, the US Army Corps of Engineers completed major repair work on the entire earthen dam and most of the garden was destroyed. We saved 500 plants and replanted them at the start of a 3-year rehabilitation of the garden in 2019. We planted the first 100' section nearest the house as well as the area where the Corps had installed their floating bridge to access the site. In September 2019, we gratefully received an award from the De Pere Beautification committee. Due to the Covid-19 pandemic, in 2020 all MGV activities statewide shut down and no work was done at the garden. With new vigor in 2021, we intend to finish our 3-year effort of re-planting the garden. And, we are partnering with the City on three new raised-bed gardens (the "Canal Garden") on the south end of the walkway.

Background: We are a group of 20 UWEX Master Gardener volunteers (MGV) who have worked for six years on Locktender's House Native Garden. We have purchased and/or hand grown and planted over 4000 native plants along the scenic pedestrian walkway leading to the Wildlife viewing pier on the Fox River. We have accumulated over 500 hours per year of community service on this project and we do it because we love it!

1st Goal/Objective

Description:

Our first goal in the spring of 2021 will be to remove the turf that the Corps placed on the garden as part of the earthen dam repair. We will then plant the second 100' section of the garden. After the preparation of the new section is completed, we'll plant the purchased plants, as well as hundreds of young or transplanted plants that the MGVs start from seed over the winter months or bring from their own local native gardens. The plants will be spaced and planted based on their size. Over the summer and early fall we will mulch and weed the new 100' section. If we don't have sufficient rainfall, we'll water the new section with hoses from the faucet at the locktender's house. In addition to planting the second 100' section we will also maintain the existing native garden sections to make sure none of the plants get too vigorous and assure that non-invasives don't grow better than the native plants! And… we are also planting the City's new raised-bed "canal" garden. We are very ambitious this year

We are thankful to receive additional funding to purchase plants from our local Master Gardener program. All the labor (of love) is performed by our loyal crew of master gardener volunteers. The City of De Pere has been a terrific partner and is key to making the Locktender's house native garden project better and better every year.

2nd Goal/Objective

Description:

Our second goal is to continue providing education and signage along the garden informing the public of names of over 100 different species of plants growing there. And new this year in July we are hosting two tours about native plants and pollinators for UWGB's Lifelong Learning institute. The entire garden consists of 6000+ square feet of gorgeous, colorful NATIVE flowers blooming from early May to November. The public has shown much interest in our project and the MGVs hear many accolades whenever we are working there. People are eager to learn about the benefits of native plants habitats and the fact that ONLY these local natives can provide both host and nectar plants to pollinators. Pollinators are responsible for 85% of the world's flowering plant and vegetables. More than 150 food crops in the US depend on pollinators. However, they are in serious decline due mainly to habitat loss, pesticides, and agricultural practices. We must do everything we can to increase pollinator populations, their food sources, and habitats.

3rd Goal/Objective

Description:

Our third goal would be to start a small volunteer group of garden-tenders to help keep the garden aesthetically pleasing for years to come. It is true that natives don't need a ton of attention but there are still weeds that are happy and eager to push themselves in. If these weeds are left to invade, they can certainly detract from the garden's future beauty. We think the garden-tenders will take pride in contributing to a highly visible and historically interesting part of our town.

MISCELLANEOUS INFORMATION

Deadlines: Grant application deadline is June 1 or December 1 of each year. The City Council will evaluate the proposals for selecting recipients at the 2nd Council meeting of the month of award.

All grant applications shall be submitted to the City Clerk's office on or before the grant deadline.

The following criteria will be used to evaluate each proposal:

1. Contribution to public safety
2. Contribution to community awareness
3. Improves community infrastructure
4. Creativity of proposal
5. Enhances the aesthetic quality of the city
6. Contributes to city culture or an overall sense of community

Your signature below indicates that your application, if selected, will adhere to the program as outlined above. No grant funds shall be spent in a fashion outside the scope of the aforementioned project. No grant funds may be used for alcohol, drugs, any behavior or activity which is contrary to local ordinances, state statutes, or federal law.

Signature (Group Representative): _____ Date: _____

Printed Name (Group Representative): _____

City of De Pere
MAY 2 7 2021
Clerk's Office

City Of De Pere

COMMUNITY SERVICE GRANT APPLICATION

GROUP/INDIVIDUAL INFORMATION

Group Name:	Health and Wellness Committee (Resurrection Parish)		
Grant Applicant Name:	Nicole Hoffmann	Email address:	bobnic@new.rr.com
Physical Address:	1104 Lansdale Circle, De Pere, WI 54115		
Phone Number:	920-619-5370	Alt. Phone Number:	
Date:	May 26, 2021	Program Title:	Calming Kits for De Pere Schools

INSTRUCTIONS

Goals should always be: **S** – Specific **M** – Measurable **A** – Achievable **R** – Realistic **T** – Time Bound

In the area below, describe your community service proposal in lieu of the following considerations:

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PROJECT OUTLINE

Description:

See Attached Document

1ST GOAL/OBJECTIVE

Description:

See Attached Document

2ND GOAL/OBJECTIVE

Description:

3RD GOAL/OBJECTIVE

Description:

MISCELLANEOUS INFORMATION

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Signature (Group Representative): [signature] Date: 5/27/21

Printed Name (Group Representative): Nicole Hoffmann

Calming Kits for De Pere Schools

Project Outline

Description:

The Health & Wellness Committee through Resurrection Parish organizes health related activities for the parish and community. A new initiative developed last year was creating calming kits for the students at Heritage Elementary School in De Pere. We worked with Melanie Brick, Social Worker at the Unified School District of De Pere to coordinate. We delivered 42 kits, which were distributed to identified children prior to online learning due to COVID-19. Feedback from Melanie on last year's kits indicated, "The kits are fabulous!"

We would like to pursue this initiative again and increase the number of kits to include additional schools in De Pere for the 2021/2022 school year. The De Pere Community Service Grant would allow us to achieve this goal since we do not have funding.

The concept of a calming kit is to assist young children when they experience big emotions but lack the vocabulary and self-regulation skills to manage their emotions effectively. Often, they act out, which can be disruptive in the classroom. By helping them to feel safe in the classroom and giving them something to "fidget" with, we believe they will feel less anxious, happier and develop a love of learning.

Please note: we realize Resurrection Parish is not physically located in De Pere but a lot of parishioner families attend De Pere schools. Many of our Health & Wellness Committee members including the Health & Wellness chairs and initiative lead reside in De Pere, which is why De Pere Schools were selected for our calming kit project last year. If awarded, we guarantee the money will be utilized in De Pere!

1st Goal/Objective

The mission statement of our project: To provide a sensory experience for children with a kit that contains various items intended to alleviate stress and create a calm environment.

Our goal is to create 120 calming kits to be delivered to Heritage, Dickinson, Susie C. Altmeyer Elementary Schools and Fox View Intermediate School by September 1, 2021. This will be accomplished by purchasing the needed supplies, creating a handwritten note for each kit and packaging the kits for delivery to each school. Our kits contain the following supplies: plastic pencil box to hold the following sensory items - fidget pencil toppers, spiral fidget toys, brain teaser, finger puppets, mini cube and a squishy ball.

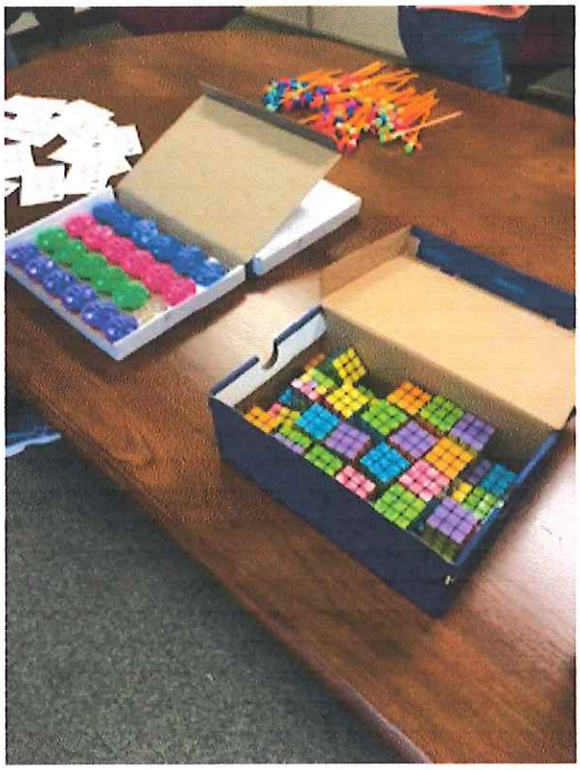
Measurement - We will measure success of our project by obtaining feedback from Melanie Brick (Social Worker) as well as feedback from elementary & intermediate teachers at the four schools. If we can teach young elementary children how to calm themselves and deal with stress at an early age, our hope is finding ways to handle stress/anxiety and prevent escalation in life event situations as they move to the teenage and adolescent years.

Costs Per Kit:
Plastic pencil box $1.65
Pencil topper. $0.35
Fidget toy $0.20
Brain teaser $1.00
Finger puppet $0.25
Mini cube $0.60
Squishy ball $0.85
Stickers $0.05
Index card $0.05
———————-
Total $5.00

(All sensory items are ordered from Oriental Trading Company for best prices)

Pictures of Calming Kits from September 2020







City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Voucher approval.**

ATTACHMENTS:

- 6-15-2021 VOUCHERS (PDF)

PACKET: 06548 JUN 2021 COUNCIL - 2 6-15-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7583	ADVANCE AUTO PARTS							
	I-2036-480217	ADVANCE AUTO PARTS	R	6/15/2021		73.28CR	095728	73.28
0302	AIRGAS USA LLC							
	I-9113540530	AIRGAS USA LLC	R	6/15/2021		277.46CR	095729	
	I-9113641228	AIRGAS USA LLC	R	6/15/2021		201.23CR	095729	478.69
4791	AT&T							
	I-WIOR647LSB0321	AT&T	R	6/15/2021		654.36CR	095730	654.36
8362	AURORA HEALTH CARE							
	I-202106071748	AURORA HEALTH CARE	R	6/15/2021		50.00CR	095731	50.00
0442	BADGER LABORATORIES INC							
	I-21-51015170	BADGER LABORATORIES INC	R	6/15/2021		520.00CR	095732	520.00
0019	BADGER POPCORN & CONC SUPPLY INC							
	I-469781	BADGER POPCORN & CONC SUPPLY I	R	6/15/2021		414.36CR	095733	
	I-469782	BADGER POPCORN & CONC SUPPLY I	R	6/15/2021		414.36CR	095733	828.72
0020	BADGERLAND PRINTING INC							
	I-36613	BADGERLAND PRINTING INC	R	6/15/2021		327.60CR	095734	
	I-36616	BADGERLAND PRINTING INC	R	6/15/2021		133.00CR	095734	
	I-36634	BADGERLAND PRINTING INC	R	6/15/2021		96.54CR	095734	557.14
0027	BAY TOWEL INC							
	I-4165990	BAY TOWEL INC	R	6/15/2021		147.73CR	095735	
	I-4165991	BAY TOWEL INC	R	6/15/2021		95.82CR	095735	243.55
4784	BEACON ATHLETICS							
	I-530974-IN	BEACON ATHLETICS	R	6/15/2021		812.40CR	095736	812.40
0033	BIRDSEYE DAIRY INC							
	I-122854	BIRDSEYE DAIRY INC	R	6/15/2021		557.53CR	095737	
	I-122855	BIRDSEYE DAIRY INC	R	6/15/2021		1,295.35CR	095737	1,852.88
0038	BROADWAY AUTOMOTIVE INC							
	I-1033689P	BROADWAY AUTOMOTIVE INC	R	6/15/2021		77.35CR	095738	
	I-539565P	BROADWAY AUTOMOTIVE INC	R	6/15/2021		59.59CR	095738	136.94
2944	BROWN COUNTY JAIL							
	I-202106071749	BROWN COUNTY JAIL	R	6/15/2021		80.00CR	095739	80.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-202106071750	BROWN COUNTY REGISTER OF DEEDS	R	6/15/2021		159.00CR	095740	159.00
6061	CARRICO AQUATIC RESOURCES INC							
	I-20212215	CARRICO AQUATIC RESOURCES INC	R	6/15/2021		499.35CR	095741	
	I-20212570	CARRICO AQUATIC RESOURCES INC	R	6/15/2021		3,476.25CR	095741	
	I-20212571	CARRICO AQUATIC RESOURCES INC	R	6/15/2021		2,875.00CR	095741	6,850.60
0536	CDW GOVERNMENT INC							
	C-B638894	CDW GOVERNMENT INC	R	6/15/2021		154.99	095742	
	I-D103149	CDW GOVERNMENT INC	R	6/15/2021		179.33CR	095742	
	I-D316438	CDW GOVERNMENT INC	R	6/15/2021		132.24CR	095742	
	I-D446862	CDW GOVERNMENT INC	R	6/15/2021		86.80CR	095742	243.38
1812	CITY OF DE PERE							
	I-20210306DANCE	CITY OF DE PERE	R	6/15/2021		311.00CR	095743	311.00
2708	CLEANING SOLUTION SERVICES INC							
	I-21389	CLEANING SOLUTION SERVICES INC	R	6/15/2021		606.15CR	095744	
	I-21398	CLEANING SOLUTION SERVICES INC	R	6/15/2021		600.00CR	095744	
	I-21400	CLEANING SOLUTION SERVICES INC	R	6/15/2021		562.50CR	095744	
	I-21403	CLEANING SOLUTION SERVICES INC	R	6/15/2021		714.49CR	095744	
	I-21406	CLEANING SOLUTION SERVICES INC	R	6/15/2021		88.77CR	095744	
	I-21408	CLEANING SOLUTION SERVICES INC	R	6/15/2021		49.41CR	095744	2,621.32
6730	DAMARC							
	I-51017	DAMARC	R	6/15/2021		170.00CR	095745	170.00
5668	DE PERE HEALTH DEPT							
	I-202106071757	DE PERE HEALTH DEPT	R	6/15/2021		183.00CR	095746	
	I-202106071758	DE PERE HEALTH DEPT	R	6/15/2021		373.00CR	095746	
	I-202106071759	DE PERE HEALTH DEPT	R	6/15/2021		198.00CR	095746	754.00
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-2257663	EMERGENCY MEDICAL PRODUCTS INC	R	6/15/2021		200.45CR	095747	200.45
4176	FRANK'S RADIO SERVICE INC							
	I-118568	FRANK'S RADIO SERVICE INC	R	6/15/2021		92.49CR	095748	
	I-118569	FRANK'S RADIO SERVICE INC	R	6/15/2021		17.76CR	095748	110.25
3655	FUN EXPRESS LLC							
	I-709857419-01	FUN EXPRESS LLC	R	6/15/2021		240.56CR	095749	240.56

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8347	GFL ENVIRONMENTAL							
	I-U60000018030	GFL ENVIRONMENTAL	R	6/15/2021		581.46CR	095750	581.46
5830	GRAEF INC							
	I-115309	GRAEF INC	R	6/15/2021		26,777.80CR	095751	26,777.80
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-9321336086	GRAYBAR ELECTRIC COMPANY INC	R	6/15/2021		129.40CR	095752	129.40
8326	GUNDERSON INC							
	I-32341-IN	GUNDERSON INC	R	6/15/2021		75.96CR	095753	75.96
7528	AARON HANSON							
	I-202106071751	AARON HANSON	R	6/15/2021		158.25CR	095754	158.25
0446	HAWKINS INC							
	I-4942865	HAWKINS INC	R	6/15/2021		3,944.10CR	095755	3,944.10
7208	HOLIDAY WHOLESALE							
	I-9767435	HOLIDAY WHOLESALE	R	6/15/2021		354.94CR	095756	354.94
5484	HYDROCORP INC							
	I-62361-IN	HYDROCORP INC	R	6/15/2021		2,648.00CR	095757	
	I-62432-IN	HYDROCORP INC	R	6/15/2021		1,260.00CR	095757	3,908.00
1399	INDOFF INC							
	I-3470507	INDOFF INC	R	6/15/2021		439.02CR	095758	
	I-3470508	INDOFF INC	R	6/15/2021		30.15CR	095758	
	I-3471355	INDOFF INC	R	6/15/2021		103.23CR	095758	
	I-3472931	INDOFF INC	R	6/15/2021		63.98CR	095758	
	I-3472951	INDOFF INC	R	6/15/2021		103.50CR	095758	
	I-3474432	INDOFF INC	R	6/15/2021		84.20CR	095758	
	I-3474750	INDOFF INC	R	6/15/2021		112.55CR	095758	936.63
1	JESKEWITZ, HAILEY K							
	I-202106071752	WORK PERMI	R	6/15/2021		10.00CR	095759	10.00
2602	JOSSART BROTHERS INC							
	I-2158	JOSSART BROTHERS INC	R	6/15/2021		1,269.50CR	095760	
	I-2159	JOSSART BROTHERS INC	R	6/15/2021		1,650.50CR	095760	2,920.00
1276	JX ENTERPRISES INC							
	I-14169970P	JX ENTERPRISES INC	R	6/15/2021		60.00CR	095761	
	I-14170070P	JX ENTERPRISES INC	R	6/15/2021		135.00CR	095761	
	I-14171687P	JX ENTERPRISES INC	R	6/15/2021		176.98CR	095761	371.98

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6577	LAKELAND LAWNCARE							
	I-98647	LAKELAND LAWNCARE	R	6/15/2021		3,217.50CR	095762	3,217.50
0160	LIZER LAWN CARE & IRRIGATION							
	I-114573	LIZER LAWN CARE & IRRIGATION	R	6/15/2021		2,300.00CR	095763	2,300.00
7185	M3 INSURANCE SOLUTIONS, INC.							
	I-64430	M3 INSURANCE SOLUTIONS, INC.	R	6/15/2021		43,052.00CR	095764	43,052.00
7446	MACQUEEN EQUIPMENT GROUP							
	I-P35116	MACQUEEN EQUIPMENT GROUP	R	6/15/2021		818.96CR	095765	818.96
5635	MATTHEW T MAGNO							
	I-202106071753	MATTHEW T MAGNO	R	6/15/2021		54.48CR	095766	54.48
8394	MEAK LLC/BLUEMELS LANDSCAPE SERVICE							
	I-31	MEAK LLC/BLUEMELS LANDSCAPE SE	R	6/15/2021		14,008.50CR	095767	14,008.50
0173	MENARDS INC							
	I-82858	MENARDS INC	R	6/15/2021		39.84CR	095768	
	I-82868	MENARDS INC	R	6/15/2021		54.99CR	095768	
	I-83200	MENARDS INC	R	6/15/2021		12.87CR	095768	
	I-83265	MENARDS INC	R	6/15/2021		119.01CR	095768	
	I-83419	MENARDS INC	R	6/15/2021		200.00CR	095768	
	I-83439	MENARDS INC	R	6/15/2021		67.88CR	095768	
	I-83442	MENARDS INC	R	6/15/2021		34.49CR	095768	
	I-83471	MENARDS INC	R	6/15/2021		333.49CR	095768	
	I-83472	MENARDS INC	R	6/15/2021		4.15CR	095768	
	I-83473	MENARDS INC	R	6/15/2021		85.93CR	095768	
	I-83476	MENARDS INC	R	6/15/2021		8.30CR	095768	
	I-83507	MENARDS INC	R	6/15/2021		95.47CR	095768	
	I-85153	MENARDS INC	R	6/15/2021		53.66CR	095768	1,110.08
4946	MERRILL EQUIPMENT CO							
	I-54778	MERRILL EQUIPMENT CO	R	6/15/2021		6,992.00CR	095769	6,992.00
0531	NORTHEAST AUTO PARTS INC							
	I-356653	NORTHEAST AUTO PARTS INC	R	6/15/2021		186.51CR	095770	
	I-356720	NORTHEAST AUTO PARTS INC	R	6/15/2021		26.36CR	095770	
	I-356728	NORTHEAST AUTO PARTS INC	R	6/15/2021		48.00CR	095770	
	I-356816	NORTHEAST AUTO PARTS INC	R	6/15/2021		15.62CR	095770	
	I-356817	NORTHEAST AUTO PARTS INC	R	6/15/2021		59.18CR	095770	
	I-356818	NORTHEAST AUTO PARTS INC	R	6/15/2021		5.55CR	095770	
	I-356837	NORTHEAST AUTO PARTS INC	R	6/15/2021		10.07CR	095770	
	I-356877	NORTHEAST AUTO PARTS INC	R	6/15/2021		102.52CR	095770	
	I-356882	NORTHEAST AUTO PARTS INC	R	6/15/2021		315.37CR	095770	
	I-356927	NORTHEAST AUTO PARTS INC	R	6/15/2021		12.54CR	095770	
	I-356937	NORTHEAST AUTO PARTS INC	R	6/15/2021		137.93CR	095770	919.65

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0208	POMP'S TIRE SERVICE INC							
	I-90071509	POMP'S TIRE SERVICE INC	R	6/15/2021		35.00CR	095771	
	I-90071513	POMP'S TIRE SERVICE INC	R	6/15/2021		340.00CR	095771	
	I-90071661	POMP'S TIRE SERVICE INC	R	6/15/2021		513.00CR	095771	
	I-90071691	POMP'S TIRE SERVICE INC	R	6/15/2021		168.41CR	095771	
	I-90071745	POMP'S TIRE SERVICE INC	R	6/15/2021		100.11CR	095771	1,156.52
1246	PREVEA HEALTH							
	I-132521	PREVEA HEALTH	R	6/15/2021		5,554.05CR	095772	5,554.05
0395	PRO ONE JANITORIAL INC							
	I-172174	PRO ONE JANITORIAL INC	R	6/15/2021		1,425.00CR	095773	1,425.00
8067	QUADIENT LEASING USA INC							
	I-N8884527	QUADIENT LEASING USA INC	R	6/15/2021		320.67CR	095774	
	I-N8884725	QUADIENT LEASING USA INC	R	6/15/2021		320.67CR	095774	641.34
1434	PAULA RAHN							
	I-202106071754	PAULA RAHN	R	6/15/2021		1,515.28CR	095775	1,515.28
0225	RED D MIX CONCRETE INC							
	I-80489	RED D MIX CONCRETE INC	R	6/15/2021		258.00CR	095776	258.00
0227	REINDERS INC							
	I-1881405-00	REINDERS INC	R	6/15/2021		163.21CR	095777	163.21
6971	RENNERT'S FIRE EQUIP SERV INC.							
	I-43678	RENNERT'S FIRE EQUIP SERV INC.	R	6/15/2021		915.20CR	095778	915.20
1890	S I METALS AND SUPPLY							
	I-249984	S I METALS AND SUPPLY	R	6/15/2021		14.00CR	095779	
	I-250036	S I METALS AND SUPPLY	R	6/15/2021		675.00CR	095779	
	I-250190	S I METALS AND SUPPLY	R	6/15/2021		74.00CR	095779	763.00
0501	SAINT MARY'S HOSPITAL							
	I-24189	SAINT MARY'S HOSPITAL	R	6/15/2021		38.78CR	095780	38.78
7515	CLAUDIA SCHULTZ							
	I-202106071755	CLAUDIA SCHULTZ	R	6/15/2021		426.25CR	095781	426.25
8393	SQUARE GROVE LLC							
	I-INV723497	SQUARE GROVE LLC	R	6/15/2021		885.00CR	095782	885.00

PACKET: 06548 JUN 2021 COUNCIL - 2 6-15-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1494	STATE BAR CLE REGISTRATIONS							
	I-5093759	STATE BAR CLE REGISTRATIONS	R	6/15/2021		70.20CR	095783	70.20
3378	STRYKER SALES CORP							
	I-3399952M	STRYKER SALES CORP	R	6/15/2021		4,590.00CR	095784	4,590.00
1528	TEAM APPAREL & SPECIALTIES INC							
	I-121662	TEAM APPAREL & SPECIALTIES INC	R	6/15/2021		489.85CR	095785	
	I-121663	TEAM APPAREL & SPECIALTIES INC	R	6/15/2021		303.25CR	095785	
	I-121664	TEAM APPAREL & SPECIALTIES INC	R	6/15/2021		90.00CR	095785	
	I-121665	TEAM APPAREL & SPECIALTIES INC	R	6/15/2021		234.00CR	095785	
	I-121666	TEAM APPAREL & SPECIALTIES INC	R	6/15/2021		64.00CR	095785	
	I-121913	TEAM APPAREL & SPECIALTIES INC	R	6/15/2021		16.00CR	095785	
	I-121914	TEAM APPAREL & SPECIALTIES INC	R	6/15/2021		40.95CR	095785	1,238.05
7588	THOMAS EMS							
	I-36363	THOMAS EMS	R	6/15/2021		122.34CR	095786	122.34
0268	TRUCK EQUIPMENT INC							
	I-954160-00	TRUCK EQUIPMENT INC	R	6/15/2021		24.58CR	095787	24.58
6900	TURRIFF PLUMBING INC.							
	I-250	TURRIFF PLUMBING INC.	R	6/15/2021		1,586.55CR	095788	1,586.55
0272	UNIFORM SHOPPE INC							
	I-309701	UNIFORM SHOPPE INC	R	6/15/2021		964.40CR	095789	
	I-309715	UNIFORM SHOPPE INC	R	6/15/2021		1,128.40CR	095789	
	I-310081	UNIFORM SHOPPE INC	R	6/15/2021		15.95CR	095789	2,108.75
0277	VAN'S FIRE & SAFETY INC							
	I-4146765	VAN'S FIRE & SAFETY INC	R	6/15/2021		272.30CR	095790	272.30
1355	RONALD J VANPRICE							
	I-202106071756	RONALD J VANPRICE	R	6/15/2021		53.76CR	095791	53.76
7324	WAUKESHA COUNTY TECH COLLEGE							
	I-S0742812	WAUKESHA COUNTY TECH COLLEGE	R	6/15/2021		970.00CR	095792	970.00
0282	WESCO DISTRIBUTION INC							
	I-233844	WESCO DISTRIBUTION INC	R	6/15/2021		184.00CR	095793	184.00
7710	WI HUMANE SOCIETY							
	I-2022	WI HUMANE SOCIETY	R	6/15/2021		442.50CR	095794	442.50

PACKET: 06548 JUN 2021 COUNCIL - 2 6-15-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7350	WI MEDIA							
	I-3912101	WI MEDIA	R	6/15/2021		783.57CR	095795	783.57
8389	RICHARD WILLIAMS							
	I-1153	RICHARD WILLIAMS	R	6/15/2021		661.25CR	095796	661.25

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	69	0.00	157,439.69	157,439.69
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:	69	0.00	157,439.69	157,439.69

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 06548 JUN 2021 COUNCIL - 2 6-15-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	6/2021	129,208.28CR
201	6/2021	214.34CR
208	6/2021	654.36CR
260	6/2021	99.00CR
405	6/2021	21.16CR
415	6/2021	14,008.50CR
601	6/2021	12,215.46CR
650	6/2021	1,018.59CR
ALL		157,439.69CR

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 15, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Consideration and Possible Action on Proposed Settlement of Cornerstone Pavers, LLC v. Relyco, Inc., Carew Concrete & Supply Co., Inc. and the City of De Pere; Brown County Case No. 2017 CV 1034.**