Common Council

Regular Meeting

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

Agenda

Tuesday, June 7, 2022 | **7:30 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **June 7, 2022** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

You can also dial in using your phone.
United States (Toll Free): 1 866 899 4679
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 May 17, 2022 Common Council meeting.
4. Public Hearing to act on a discontinuance of a public thoroughfare at 1891 & 1895 Commerce Dr, adjacent to parcels ED-344-102-4 and ED-344-102.

   A. Notice of Public Hearing.

   B. Recommendation from the Plan Commission.

   C. Resolution #22-31 Regarding the Vacation of a Portion of a Public Thoroughfare (Right-of-Way Discontinuance at 1891 and 1895 Commerce Drive Adjacent to Parcels ED-344-102-4 and ED-344-102).
5. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
6. Presentation on the East River Watershed Resilience Project.
7. Update Regarding Ongoing Complaints at Voyageur Park.
8. Recommendation from the Board of Park Commissioners to Accept an $800 Donation from De Pere Optimists for Beer Gardens.
9. Recommendation from the Board of Park Commissioners to Accept a $300 Donation from De Pere Men's Club for Summer Carnival.

10. Recommendation from the Board of Park Commissioners to Approve Request from Mathewson Monuments for Reimbursement of $750 expense for the VFW Monument and for the funds to come from Unassigned Reserves.
11. Recommendation from the Board of Park Commissioners to Approve Contingency Plan for Hours of Operation of Swimming Pools.
12. Recommendation from the License Committee on an application for a premises description change submitted by La Vie Taverne.
13. Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage License and "Class B" Intoxicating Liquor License for ESales, Inc. (DBA VIP Daiquiri Lounge) 308 Main Av. Submitted by ESales, LLC; Agent Tye Hartwell, De Pere, WI.
14. Recommendation from the License Committee on renewal applications for the licensing period of July 1, 2022 to June 30, 2023.

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

    B. Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor Licenses
15. Resolution #22-49 Authorizing Agreement for Consulting Services Between the City of De Pere and McMahon Associates, Inc. (Nelson Family Pavilion Technical Design, Bidding and Construction Management).
16. Resolution #22-50 Approving Memorandum of Understanding for Locally Hosting an X-Ray Fluorescense (XRF) Device for Lead Abatement Projects Between the City of De Pere Health Department and State of Wisconsin Department of Health Services (DHS) Lead-Safe Homes Program (LSHP).
17. Resolution #22-51 Redirecting Excess Stadium Tax Allocation from the Streetscape Allocation to the Public Art Allocation.
18. Resolution #22-52 Awarding Official City Newspaper Contract.
19. Resolution #22-53 Authorizing Agreement for Consulting Services Between the City of De Pere and Avant Acoustics, LLC (Noise Consultant Services).
20. Voucher approval.
21. Future agenda items.
22. 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
BCD Holdings
Daniel Pamperin
Tark Ojha
Basudev Adhikari
Patrick Johnson
Terrie DuBois
Carrie Cameron-McDonald
Tye Hartwell

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 7, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the May 17, 2022 Common Council meeting.**

ATTACHMENTS:

- 5-17-22 Common Council Minutes_Draft (PDF)

Common Council

Regular Meeting

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

Draft Minutes

Tuesday, May 17, 2022 **7:30 PM** **Council Chambers and Virtual**

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

Attendee Name	Title	Status	Arrived
Dan Carpenter	Alderperson	Present	
Pamela Gantz	Alderperson	Present	
Jonathon Hansen	Alderperson	Present	
Amy Chandik Kundinger	Alderperson	Remote	
Shana Defnet Ledvina	Alderperson	Present	
Devin Perock	Alderperson	Present	
John Quigley	Alderperson	Present	
Dean Raasch	Alderperson	Present	
James Boyd	Mayor	Present	

2. Pledge of Allegiance to the Flag.

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

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

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

   None.

5. Proclamation for National Police Week May 15-21, 2022.

   Police Chief Muraski, Officer Renon, K-9 Kurt, and his handler Officer Giese were on hand to accept the proclamation from Mayor Boyd.

6. Proclamation for National Public Works Week May 15-21, 2022.

   Public Works Director Scott Thoresen received the proclamation from Mayor Boyd.

7. Recommendation from Finance & Personnel Committee to accept $5,000 donation from Kay Distributing and Definitely De Pere to purchase ballistic plates for Fire Department.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Amy Chandik Kundinger, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

8. Recommendation from Finance & Personnel Committee to accept $5,000 donation from Kay Distributing to Police for use with the K-9 Unit.

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

9. Recommendation of the Finance/Personnel Committee to Designate Allocation of the American Rescue Plan Act (ARPA) Funds as a Separate Process Following the Annual Budget Process.

Alderperson Raasch asked if the intention for designating a separate process is to earmark ARPA funds for items that don't get included in the regular budget; City Administrator Larry Delo confirmed this. Alderperson Raasch also asked for and received confirmation from staff that ARPA funds will be used for one-time expenses such as equipment, versus ongoing expenses like personnel.

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

10. Recommendation from Board of Public Works Regarding Broadway and Cook Street Intersection Upgrades Including Painting Left Turn Lines, Exchanging Street Light Bulbs for LED, and Requesting Installation of Reduced Speed Sign from Wisconsin Department of Transportation on Northbound STH 32/57.

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

11. Recommendation from the Board of Public Works to fund completion of Project 22-10 Ridgeway Boulevard Water Main Work From the 2023 Water Utility Budget.

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

12. Recommendation from the Board of Public Works on award of Contract 22-22 Downtown Sidewalk and Street Lighting to Vinton Construction Company in the Amount of $239,752.90.

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

13. Recommendation from the License Committee on an 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 9 - August 25 from 3:00 p.m. - 8:00 p.m.; and Thursdays, September 1 - September 22 from 3:00 p.m. - 7:00 p.m.

Alderperson Carpenter reported that he asked Definitely De Pere during the License Committee meeting to send notification letters in advance of the scheduled meeting, so that neighboring businesses have a chance to attend the meeting if they wish. Alderperson Hansen stated that he has voted against this request in the past due to constituent complaints, but will vote in favor tonight because it's the third year and it is clear that the Council approves of holding the Farmers Market in this location.

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

14. Recommendation from the License Committee on an application for a Special Permit allowing consumption of alcohol beverages on public ways. Submitted by Definitely De Pere for the Food Truck Rally on Sunday, June 12, July 10, and August 14 from 4:00 p.m. - 8:00 p.m.

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

15. Recommendation from the License Committee on an application for a Special Permit allowing consumption of alcohol beverages on public ways. Submitted by Definitely De Pere for Downtown De Pere Music Nights on Friday, June 24, July 22, and August 26 from 5:00 p.m. - 9:00 p.m.

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

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

A. Class "A" Fermented Malt Beverage Licenses

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

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

Alderperson Carpenter moved, seconded by Alderperson Raasch approve applications #1-5, and to approve #6 with the corrected premises description provided by the Clerk.

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

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

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

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

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

17. Discussion and Possible Action on City's Request for Proposals to Hire Noise Consultant.

Assistant City Attorney Kristen Johnson reported that this request was presented to the Finance/Personnel Committee in March as an option to address ongoing noise complaints in the City. She noted that two of the quotes were similarly priced, but that Avant's also included a site visit and survey. She also pointed out that no funding source has been identified in this year's budget. Alderperson Raasch asked where issues are being reported in the City. They are primarily located in the mixed use areas in the downtown, and in the industrial parks. Kristen explained that the current ordinance is outdated, and there is new technology being used to measure noise that should be incorporated into the ordinance. Discussion followed regarding steps the City has taken in the past to address noise complaints. Alderperson Quigley spoke in favor of hiring a noise consultant now, so that the ordinance is more consistent and enforceable. Alderperson Hansen asked how the site visits in Avant's proposal would be determined; Kristen replied that the consultant would work with staff to identify areas where measurements are most needed. Development Services Director Dan Lindstrom explained that there are vast differences

in how noise frequencies impact decibel levels, and that updated ordinances are going in that direction. Discussion followed regarding potential funding sources for the noise consultant. Alderperson Carpenter moved, seconded by Alderperson Ledvina to amend the original motion to add that funding will come from unassigned reserves. Upon vote, the motion to amend passed 7-1 with Alderperson Raasch voting nay.

RESULT:	**APPROVED AS AMENDED BY ROLL CALL VOTE [7 TO 1]**
MOVER:	John Quigley, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley
NAYS:	Dean Raasch

18. Ordinance #22-05 Amending § 58-4 De Pere Municipal Code Regarding Bureau of Fire Prevention and Investigation.

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

19. Resolution #22-39 Approving the Compliance Engine Agreement Between the City of De Pere and Brycer, LLC (Fire Inspection Compliance Reporting).

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

20. Resolution #22-40 Ratifying Grant Application of the Fire and Health Departments to Wisconsin Department of Health Services (Mobile Integrated Health for COVID and Stroke).

Alderperson Hansen asked if the grant application will need Board of Health approval as well. Assistant City Attorney Kristen Johnson said that the Fire Department is taking the lead on this, and grant funds will be disbursed to the Fire Department. Fire Chief Al Matzke provided an overview of the City's Stay At Home assistance program. He explained that falls are the number one reason for ambulance calls in De Pere, and that this program is a great thing to be able to offer the community. The grant will create a collaboration between health providers and EMS, who are better equipped to do this kind of outreach. De Pere's partner for this grant is Aurora Bay Care Medical Center; our staff will follow patients discharged from that facility. Chief Matzke also answered questions from alderpersons regarding resource referrals for residents who need it, as well as patient follow up.

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

21. Resolution #22-41 Authorizing Police Department Participation in Brown County Speed Task Force (2022).

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

22. Resolution #22-42 Approving Renewal of Planned Service Agreement Between the City of De Pere and Johnson Controls Fire Protection LP (Community Center Access Control System).

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

23. Resolution #22-43 Authorizing State/Municipal Project Agreement for Local Roads Improvement Program for 2022-2023 (Acreview Drive, Barbara Lane, Lorrie Way, Nob Hill Lane and Scout Way).

Alderperson Hansen asked what formula the state uses to determine the amount the City is eligible to receive. Public Works Director Scott Thoresen said that the state has a pot of money to distribute, but he doesn't know the exact amount. He explained that the state follows a cycle, and the City can apply for the funding every few years. City Administrator Larry Delo said he believes the state uses a scoring system to determine funding amounts.

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

24. Resolution #22-44 Authorizing Installment Payments of Sidewalk Repair or Replacement Expenses in Excess of $1,000 Ordered Under Wis. Stats. §66.0907.

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

25. Resolution #22-45 Ordering Installation of Sidewalks at Various Locations for 2022 and 2023.

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

26. Resolution #22-46 Approving City Funding for Southbridge Corridor Local Funding Cost-Share with Brown County (Southbridge Corridor Sections #2 and #3 Design Costs).

Alderperson Hansen asked if staff has received confirmation from the County that the contributed funds will cover the costs. Public Works Director Scott Thoresen reported that they are still waiting for information. He also confirmed that the split was the same for the Section #1 design.

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

27. Resolution #22-47 Approving Letter of Engagement for Professional Services Between the City of De Pere and Town Counsel Law & Litigation, LLC (Interim Municipal Prosecution Services).

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

28. Resolution #22-48 Authorizing Third Amendment to the Supplemental Intergovernmental Agreement Between the City of De Pere and the Town of Lawrence Regarding the Planning and Implementation of Water Distribution and Sanitary Sewer Projects (Mystic Creek Subdivision).

RESULT:	**ADOPTED [7 TO 0]**
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch
ABSTAIN:	Dan Carpenter

29. Voucher approval.

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

30. Future agenda items.

Alderperson Kundinger reported that after a brief respite, complaints about disturbances in Voyageur Park have increased again. She requested an update from the Police Department on police interactions in the park, as well as a discussion on potential next steps.

31. Adjournment.

Alderperson Perock moved, seconded by Alderperson Gantz to adjourn the meeting at 8:28 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 7, 2022**
DEPARTMENT:	**Planning**
FROM:	**Peter Schleinz**
SUBJECT:	**Public Hearing to act on a discontinuance of a public thoroughfare at 1891 & 1895 Commerce Dr, adjacent to parcels ED-344-102-4 and ED-344-102.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 7, 2022**
DEPARTMENT:	**Planning**
FROM:	**Peter Schleinz**
SUBJECT:	**A. Notice of Public Hearing.**

ATTACHMENTS:

- Public Hearing Notice_Commerce DR_Vacation_Jun 22 (PDF)

Publish: May 13, May 20, May 27, 2022, in the Press-Times (Class III Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, June 7, 2022,** at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on a discontinuance of a public thoroughfare at **1891 & 1895 Commerce DR,** adjacent to Parcels ED-344-102-4, ED-344-102, described as:

Adjacent to ED-344-102-4: Part of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the southeast corner of Lot 1, Volume 32 of Certified Survey Maps, Page 319, Map Number 5037, Document Number 1468186; thence N89°03'31"W, 339.53 feet on the south line of said Lot 1 to the southwest corner thereof, the POINT OF BEGINNING; thence continuing N89°03'31'W, 65.00 feet on the westerly extension of said south line to the southerly extension of the east right of way of Commerce Drive; thence N00°41'23"E, 65.00 feet on said southerly extension to said east right of way; thence 102.38 feet on the arc of a 65.00 foot radius curve to the right, having a long chord which bears S44°10'55"E, 92.12 feet on said east right of way to the Point of Beginning.

Said parcel contains 3,327 square feet (0.076 acres) of land more or less.

Adjacent to ED-344-102: Part of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the southeast corner of Lot 1, Volume 32 of Certified Survey Maps, Page 319, Map Number 5037, Document Number 1468186; thence N89°03'31"W, 339.53 feet on the south line of said Lot 1 to the southwest corner thereof, the POINT OF BEGINNING; thence 101.81 feet on the arc of a 65.00 foot radius curve to the right, having a long chord which bears S45°48'51.5"W, 91.72 feet on the east right of way of Commerce Drive; thence N00°41'23"E, 65.00 feet on the northerly extension of the east right of way of Commerce Drive to the westerly extension of said south line of Lot 1; thence S89°03'31"E, 65.00 feet on said westerly extension to the Point of Beginning.

Said parcel contains 3,309 square feet (0.076 acres) of land more or less.

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.

A map and detailed description of the proposed right-of-way discontinuance is available by emailing Peter Schleinz at pchleinz@deperewi.gov.

Dated this 19th day of April, 2022.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 7, 2022**
DEPARTMENT:	**Planning**
FROM:	**Peter Schleinz**
SUBJECT:	**B. Recommendation from the Plan Commission.**

ATTACHMENTS:

- 03-28-22 PC Report - ROW Discontinuance - Commerce DR (PDF)

Item 10: **Consideration and possible action for a right-of-way discontinuance at 1891 and 1895 Commerce DR (Adjacent to Parcels ED-344-102-4, ED-344-102).***

PROPOSED RIGHT-OF-WAY DISCONTINUANCE



Year 2020 air photo.

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

Right-Of-Way discontinuance for a cul-de-sac bulb that will no longer be needed when the construction of the southern end of Commerce DR is complete.

COMMON DESCRIPTION: 1891 and 1895 Commerce DR, located approximately 2,200 feet south from the Commerce DR and Heritage RD intersection.

PARCEL NUMBER(S): Adjacent to Parcels ED-344-102-4, ED-344-102.

ZONING: Right-of-way is adjacent to General Industrial District (I-3).

SURROUNDING LAND USES: Business Park to the north and south.
Business Park and Fox River State Recreational Trail to the East.
Town of Ledgeview is undeveloped and residential to the west.

COMPREHENSIVE PLAN: Industrial Park.

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

SITE HISTORY: The right-of-way was built in the 1980's.

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

- The cul-de-sac part of the right-of-way will no longer be needed after the southern extension of Commerce DR is complete (from the cul-de-sac to Rockland RD).
- The right-of-way will be divided into two and attached to the parcels ED-344-102-4 and ED-344-102.
- The discontinuance has been reviewed by the Development Services Department and Engineering staff. Conditions of approval added are listed at the end of this report.

REVIEW PROCESS: The Common Council will review the Plan Commission recommendation twice, first as a resolution on April 19, 2022 and then with a public hearing and resolution potentially on June 7, 2022.

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

STAFF RECOMMENDATION: Staff recommends APPROVAL and forwarding the 1891 and 1895 Commerce DR right-of-way discontinuance to the Common Council for final approval with the following condition:

1. The entire right-of-way is retained as an easement; all utility easements are retained.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 7, 2022**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**C. Resolution #22-31 Regarding the Vacation of a Portion of a Public Thoroughfare (Right-of-Way Discontinuance at 1891 and 1895 Commerce Drive Adjacent to Parcels ED-344-102-4 and ED-344-102).**

On March 28, 2022 the Plan Commission unanimously recommended approval with a vote of 4-0.

On April 19, 2022 the Common Council voted unanimously to refer this matter to a public hearing with a vote of 8-0.

ATTACHMENTS:

- Reso22-31 (PDF)
- Exhibit A (PDF)

RESOLUTION #22-31

REGARDING THE VACATION OF A PORTION OF A PUBLIC THOROUGHFARE
(Right-of-Way Discontinuance at 1891 and 1895 Commerce Drive
Adjacent to Parcels ED-334-102-4 and ED-344-102)

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

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

WHEREAS, the Plan Commission has reviewed and recommended approval of such vacation and discontinuance, with a public hearing on said vacation to be held in accordance with Wis. Stats. §66.1003(4)(b), on June 7, 2022 at 7:35 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The following described right-of-way at 1891 and 1895 Commerce Drive, located approximately 2,200 feet south of the Commerce Drive /Heritage Road intersection, adjacent to Parcels ED-334-102-4 and ED-344-102, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

ED-344-102-4
Part of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the southeast corner of Lot 1, Volume 32 of Certified Survey Maps, Page 319, Map Number 5037, Document Number 1468186; thence N89°03’31”W, 339.53 feet on the south line of said Lot 1 to the southwest corner thereof, the **POINT OF BEGINNING**; thence continuing N89°03'31’W, 65.00 feet on the westerly extension of said south line to the southerly extension of the east right of way of Commerce Drive; thence N00°41’23”E, 65.00 feet on said southerly extension to said east right of way; thence 102.38 feet on the arc of a 65.00 foot radius curve to the right, having a long chord which bears S44°10’55”E, 92.12 feet on said east right of way to the Point of Beginning.

Said parcel contains 3,327 square feet (0.076 acres) of land more or less.

and

ED-344-102
Part of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the southeast corner of Lot 1, Volume 32 of Certified Survey Maps, Page 319, Map Number 5037, Document Number 1468186; thence N89°03'31"W, 339.53 feet on the south line of said Lot 1 to the southwest corner thereof, the **POINT OF BEGINNING**; thence 101.81 feet on the arc of a 65.00 foot radius curve to the right, having a long chord which bears S45°48'51.5"W, 91.72 feet on the east right of way of Commerce Drive; thence N00°41'23"E, 65.00 feet on the northerly extension of the east right of way of Commerce Drive to the westerly extension of said south line of Lot 1; thence S89°03'31"E, 65.00 feet on said westerly extension to the Point of Beginning.

Said parcel contains 3,309 square feet (0.076 acres) of land more or less.

be and the same is hereby wholly vacated and discontinued as a public thoroughfare. All existing utility easements and rights incidental thereto are retained within the vacated right-of-way as provided under § 66.1005(2)(a), and the entire right-of-way shall be retained as an easement. Such vacation and discontinuance shall further be subject to an access easement for public safety and emergency personnel and equipment. Said public right-of-way to be vacated is as shown and dimensioned on the scale map attached hereto and incorporated by reference herein as Exhibit A.

Section 2. The City Clerk is hereby authorized and directed to file and record this resolution, with the map attached, in the Office of the Register of Deeds for Brown County and to amend the Official Map of the City in conformity with this resolution.

Introduced to the Common Council of the City of De Pere at its regular meeting held on the 19th day of April, 2022.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of June, 2022.

APPROVED:

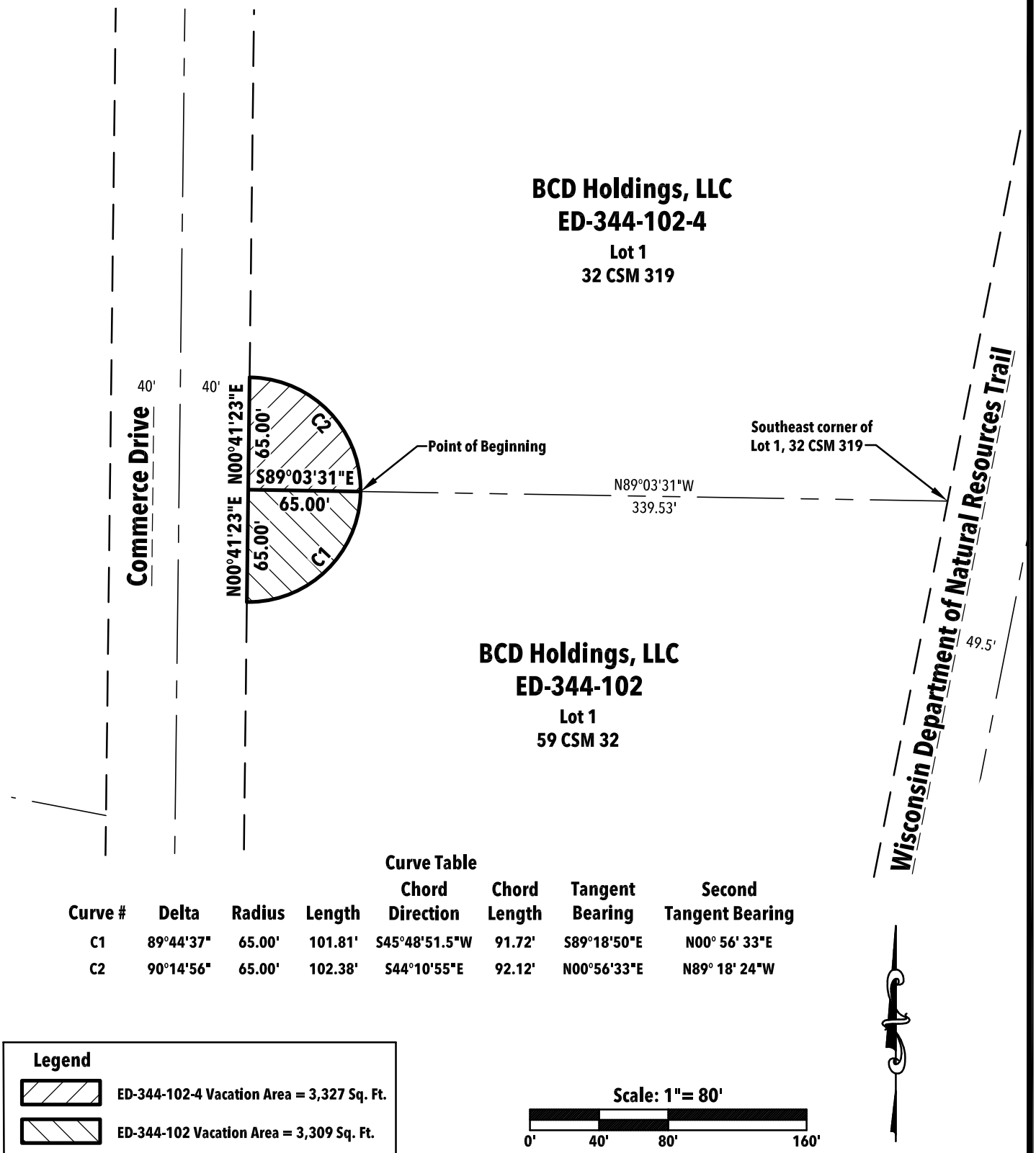
_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Review: 03/28/2022

EXHIBIT 'A'



Curve Table

Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C1	89°44'37"	65.00'	101.81'	S45°48'51.5"W	91.72'	S89°18'50"E	N00° 56' 33"E
C2	90°14'56"	65.00'	102.38'	S44°10'55"E	92.12'	N00°56'33"E	N89° 18' 24"W

Legend

ED-344-102-4 Vacation Area = 3,327 Sq. Ft.

ED-344-102 Vacation Area = 3,309 Sq. Ft.

Scale: 1"= 80'

0' 40' 80' 160'

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:\0400\0404\0404469\Phase 3 - Commerce Vacation\dwg\Commerce Vacation.dwg

CITY OF DE PERE
Engineering Division
925 S. Sixth Street
De Pere, Wisconsin 54115
Office (920) 339-4061
Fax (920) 339-4071

Date: 3/11/2022

REL Job #:404469

Exhibit
Sheet 1 of 1

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 7, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 7, 2022**
DEPARTMENT:	**Administration**
FROM:	**Lawrence Delo**
SUBJECT:	**Presentation on the East River Watershed Resilience Project.**

ATTACHMENTS:

- East River Resilience Project Presentation Memo 06-07-22 (PDF)

CITY OF DE PERE
MEMO

To: Mayor and City Council

From: Lawrence M. Delo, City Administrator

Date: June 7, 2022

RE: Presentation on East River Watershed Resilience Project

Ms. Kayla Wandsnider, East River Resilience Coordinator for the Nature Conservancy will provide a presentation regarding the East River project. Her presentation will discuss the results of the community's self-assessment and identify next steps for the project.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 7, 2022**
DEPARTMENT:	**Police**
FROM:	**Jeremy Muraski**
SUBJECT:	**Update Regarding Ongoing Complaints at Voyageur Park.**

The Police Chief will be giving an update on the number of complaints and calls for service in and around Voyageur Park as well as police and city efforts to reduce the number of violations, disturbances, and noise complaints.

ATTACHMENTS:

- Mayor CC - Ongoing Issues at Voyageur Park (PDF)
- Voyageur Report June 2022 (PDF)

CITY OF DE PERE
MEMO

To: Mayor and Members of the Common Council
From: Kristen Johnson, Assistant City Attorney
Date: June 7, 2022 (Meeting Date)
RE: Options to Address Issues at Voyageur Park

The purpose of this memo is to summarize options the Law Department has identified to address the ongoing issues the city is experiencing in the parking lot of Voyageur Park. Any identified options would be in addition to the current efforts identified by the Police Department.

1. Install new signs restricting parking.

   A portion of the parking lot at issue is privately owned. The city is party to a reciprocal use agreement with the private property owner which allows the privately owned lot to be used for public parking only during hours when the stalls are not required for use by the property owner, including evenings and weekends. A map is attached depicting the parking lot and is identified as Attachment A. The area identified as "301 N Broadway Lot" is the privately owned portion of the parking lot.

   Pursuant to Wis. Stat. § 346.55, property owners may limit, restrict or prohibit parking so long as signs are posted identifying the same.[1] Signs could be posted in the parking lot identifying parking restrictions and establishing times at which the restrictions apply. For example, parking could be reserved for park patrons on evenings and weekends. Specific language would need to be identified to adequately reflect the desired use of the lot (i.e. allowing parking for individuals making use of the Riverwalk, Fox River Trail, fishing areas, parking for special events, etc.). If the desire is to limit or restrict parking, the city would work with the private

[1] Wis. Stat. § 346.55(4) Owners or lessees of public or private property may permit parking by certain persons and limit, restrict or prohibit parking as to other persons if the owner or lessee posts a sign on the property indicating for whom parking is permitted, limited, restricted or prohibited. No person may leave or park any motor vehicle on public or private property contrary to a sign posted thereon.

property owner to install signs and amend the reciprocal use agreement as necessary.

If restrictions are imposed and appropriate signs are installed, the Police Department could issue citations to any individuals identified as violating those restrictions. Pursuant to Wis. Stat. § 346.56(1m), the penalty for violation of § 346.55(4) is a forfeiture of not less than $20 nor more than $40 for the first offense and not less than $50 nor more than $100 for the second or subsequent conviction within a year.[2]

2. Adopt an ordinance prohibiting trespassing at municipal parking facilities.

The city could adopt an ordinance similar to the City of Madison ordinance below:

8-14 (d) Trespassing on Municipal Parking Facilities.

1. It shall be unlawful for any person not engaged in the parking or operation of a motor vehicle or the parking of a bicycle in a designated bicycle rack, or not having business to attend to in connection with the parking of a motor vehicle or bicycle, to trespass or loiter on any municipal parking facility owned and operated by the City of Madison.

2. No person shall enter or remain upon the premises of a municipal parking facility, except while actually parking a motor vehicle or parking a bicycle in a designated bicycle rack or while proceeding directly to or from a parked vehicle or bicycle. No person shall utilize the premises of a municipal parking facility except for the purpose of proceeding to or from an available parking stall. No person shall enter or remain within or on a motor vehicle within a municipal parking facility except for the period of time reasonably necessary to park said vehicle or to prepare said vehicle to leave said facility. No person shall ride a bicycle or skateboard in any parking facility except for the period of time reasonably necessary to park said bicycle in designated bicycle racks. No person may ride any play vehicles or use in-line skates, as those terms are defined in Chapter 340 of the Wisconsin Statutes, in any municipal parking facility.

A full copy of the Madison ordinance is attached and identified as Attachment B. The Madison ordinance contains exceptions, including for special events and individuals utilizing public restrooms. Similarly, specific exceptions could be incorporated into an ordinance approved by Council. A penalty would need to be established and identified in the ordinance.

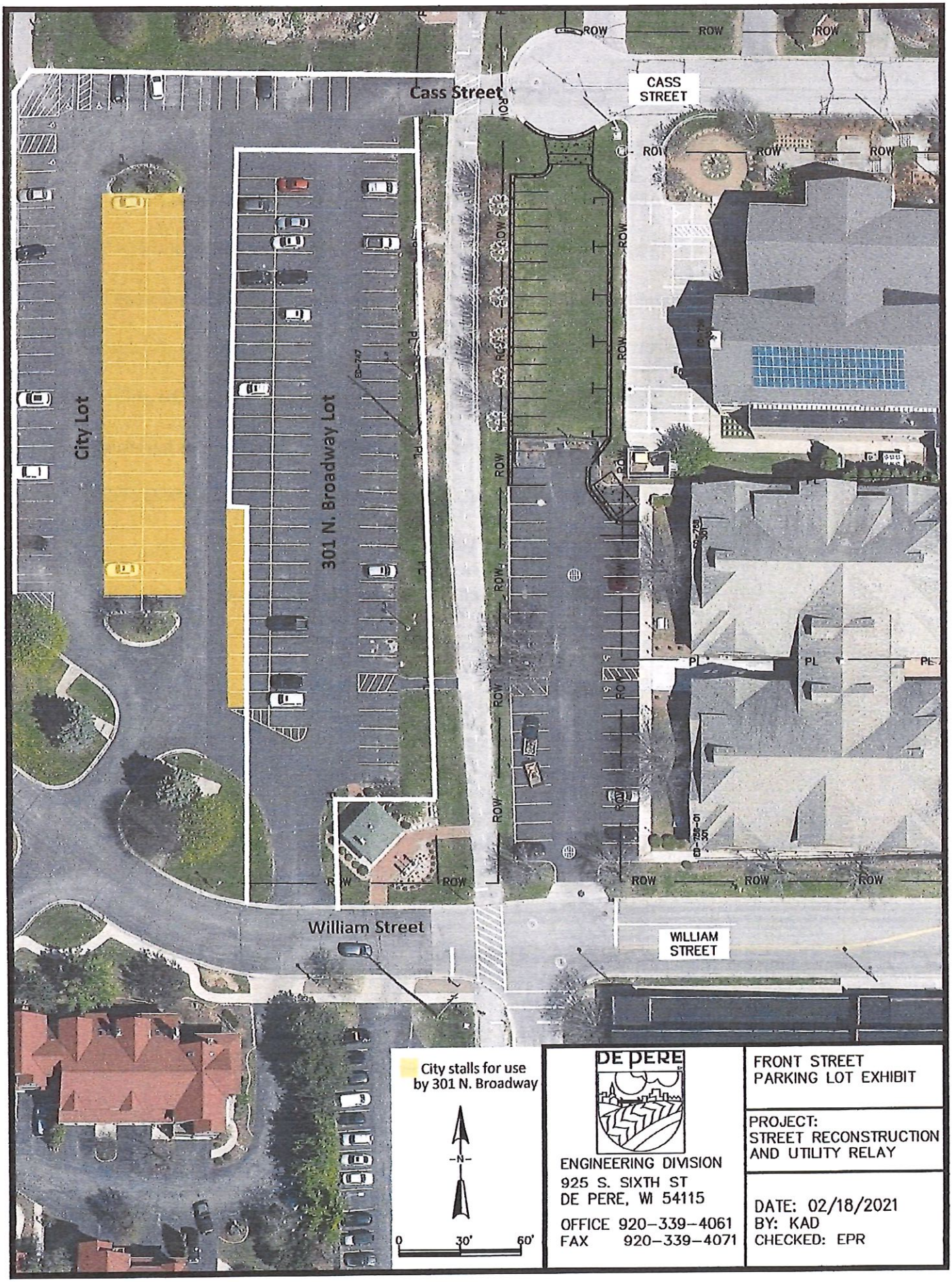
[2] Wis. Stat. § 346.56(1m) Any person violating s. 346.52 to 346.54 or 346.55 (3) or (4) may be required to forfeit not less than $20 nor more than $40 for the first offense and not less than $50 nor more than $100 for the 2nd or subsequent conviction within a year.

Both options identified above would allow the Police Department to issue citations for violations. As always, the Police Department retains discretion when issuing citations and is not required to issue a citation for violations.

This memo is not an exhaustive list of options. The Law Department will be happy to research any additional options proposed by the Council.

Please contact me if you have any questions.

KKJ



Attachment A

8.14 MUNICIPAL PARKING FACILITIES.

(1) Management . The management, operation and control of all automobile parking facilities owned by the City of Madison shall be under the direction of the Transportation Commission of the City of Madison. The Transportation Commission is authorized to enact such rules as may be necessary and proper to insure and promote the safe, efficient and proper operation of such parking facilities as may be owned and operated by the City of Madison. (Am. by Ord. 12,460, 9-3-99; Am. by ORD-19-00081 , 11-13-19)

(2) Operation .

(a) Weight of Vehicles . It shall be unlawful to park any vehicles having a gross weight in excess of 5,999 pounds in any parking facility owned and operated by the City of Madison.

(b) Manner of Parking . It shall be unlawful to park any vehicle in any municipal parking facility or garage except within the limits of a designated parking stall and except so as to occupy not more than one designated parking space. No more than one vehicle shall occupy any such parking space. When prohibited by an official sign, no vehicle shall be backed into a parking stall in a municipal parking facility; except persons for whom the Department of Transportation of the State of Wisconsin has issued a special registration plate under Wis. Stat. §§ 341.14(1) to (1r), or a special identification card under Wis. Stat. § 343.51, may back into a marked stall reserved for vehicles displaying said plates or identification cards. (Am. by Ord. 9739, 3-30-89; Ord. 12,460, 9-3-99)

(c) Rates . The Transportation Commission shall establish such fees and charges for parking privileges in the various municipal parking facilities owned and operated by the City of Madison as the Commission shall determine reasonable. Such fees may be based on hourly, daily, weekly or monthly parking, and may be measured by personal attendants, pay-on-foot stations, exit stations, pre-payment receipt dispensers, daily payment stamps, "after hours" parking fee notices, parking meters or any other reasonable and accurate means of measurement. The established fees shall be posted in a conspicuous place at or near the entrance of each parking facility. The prohibitions against parking in a municipal parking facility without making proper payment are as follows: (Am. by ORD-19-00081 , 11-13-19)

1. a. Metered Parking and Pre-payment Receipts . No person shall park a vehicle in any municipal parking facility owned and operated by the City of Madison without payment of the appropriate fee (as established by the Transportation Commission) in the designated meter adjacent to the parking stall when payment is collected by a parking meter or in the appropriate pre-payment receipt dispenser located within the parking facility when payment is collected by a pre-payment receipt dispenser. (Am. by ORD-19-00081 , 11-13-19)

b. Overtime Parking at Meters . No person shall park, stop or leave standing a vehicle in any municipal parking facility at a metered parking stall for a longer period than the applicable time limit specified on the meter adjacent to the parking stall. The absence of or complete functional failure of a parking meter adjacent to any parking space shall exempt operators of vehicles from the provisions of this paragraph related to metered parking. (Cr. by Ord. 13,412, 9-24-03)

2. Exit from Attended Facility . No person shall park and then exit in a vehicle from a municipal parking facility while an attendant is on duty for the purpose of collecting parking fees, without doing one of the following:

a. Paying the appropriate fee for parking to the personal attendant of the parking facility.

b. Paying the appropriate fee for parking at the pay-on-foot station or exit station. (Am. by Ord. 10,433, 5-1-92; Ord. 13,412, 9-24-03)

c. Using other payment means made available by the Parking Utility, and following all directions for payment, including but not limited to making payment of the appropriate parking fee and any processing fees within a certain number of days if so directed. (Cr. by Ord. 13,412, 9-24-03)

3. Exit from Unattended Facility . No person shall park and then exit in a vehicle from a municipal parking facility while there are no Parking Utility employees on duty for the purpose of collecting parking fees, without doing one of the following:

a. Paying the appropriate fee for parking at the pay-on-foot station or exit station. (Cr. by Ord. 13,412, 9-24-03)

b. Making payment, within the number of days indicated, of the appropriate fees indicated on the "Parking Fee Notice" placed on the vehicle.

c. Using other payment means made available by the Parking Utility, and following all directions for payment, including but not limited to making payment of the appropriate parking fee and any processing fees within a certain number of days if so directed.

4. Exit From Facility Causing Damage to Public Property . No person shall cause damage to city property in connection with a violation under Paragraph 2. or 3. of this Subdivision. (Cr. by ORD-11-00110, 8-10-11; Am. by ORD-21-00081 , 11-26-21)

5. Applicability . The registered owner is presumed to be the operator of any vehicle found parked or operating in violation of this Subdivision. Except for prohibitions under Paragraph 4., the prohibitions in this Subdivision shall not apply to operators or owners of vehicles who display a permit sticker or carry a card issued by the Parking Utility, or have otherwise received special authorization from the Parking Utility. (Renum. & Am. by ORD-11-00110, 8-10-11; Am. by ORD-21-00081 , 11-26-21)

(d) Trespassing on Municipal Parking Facilities .

1. It shall be unlawful for any person not engaged in the parking or operation of a motor vehicle or the parking of a bicycle in a designated bicycle rack, or not having business to attend to in connection with the parking of a motor vehicle or bicycle, to trespass or loiter on any municipal parking facility owned and operated by the City of Madison.

2. No person shall enter or remain upon the premises of a municipal parking facility, except while actually parking a motor vehicle or parking a bicycle in a designated bicycle rack or while proceeding directly to or from a parked vehicle or bicycle. No person shall utilize the premises of a municipal parking facility except for the purpose of proceeding to or from an available parking stall. No person shall enter or remain within or on a motor vehicle within a municipal parking facility except for the period of time reasonably necessary to park said vehicle or to prepare said vehicle to leave said facility. No person shall ride a bicycle or skateboard in any parking facility except for the period of time reasonably necessary to park said bicycle in designated bicycle racks. No person may ride any play vehicles or use in-line skates, as those terms are defined in Chapter 340 of the Wisconsin Statutes, in any municipal parking facility.

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

3. Paragraphs 1. and 2. above shall not apply:

    a. During special events authorized and approved by the Common Council. (Am. by Ord. 12,460, 9-3-99)

    b. To operators and users of an authorized storage locker as provided for under Subdivision (k), for a period of time reasonably necessary to maintain or use the storage locker.

    c. To persons authorized by the Parking Manager in accordance with an approved temporary land use permit issued under Section 8.10.

    d. To persons using restroom or sanitation facilities within the parking facility that are provided by the City for public use.

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

4. a. No person shall park any motor vehicle within the premises of a parking facility when such person has been issued four or more City of Madison parking citations which remain unsatisfied. No person shall park any vehicle within the premises of a parking facility when such vehicle's registered owner shall have been, by the time of such parking, issued four or more City of Madison parking citations which remain unsatisfied.

    b. For the purposes of this ordinance a City of Madison parking citation is considered unsatisfied under any of the following conditions:

        i. The City has obtained a court judgment against the person issued the citation and that judgment has not been fully satisfied.

        ii. The person issued the citation has neither paid the amount due on the citation nor requested a municipal court trial by the date stated in the citation.

    c. For the purposes of this Paragraph, the registered owner is presumed to be the operator of any vehicle found parked or operating in violation of Sec. 8.14(2)(d)4.a. (Am. by ORD-21-00081 , 11-26-21)

5. No person shall park any vehicle within a parking facility which vehicle has been issued four or more Parking Fee Notices which remain unpaid.

6. The provisions of Paragraphs 4. and 5. may only be enforced at parking facilities where signs have been conspicuously posted at all entrances to such facilities informing motorists of these prohibitions. (Am. by ORD-21-00081 , 11-26-21)

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

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

(f) Distributing Leaflets . It shall be unlawful to distribute or dispense in any manner, other than person-to-person, any advertisement, leaflet or publication in any municipal parking facility

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

(g) Possession and Consumption of Intoxicants Prohibited .

1. No person shall consume a fermented malt beverage or intoxicating liquor upon the premises of an automobile parking facility except at the time and in the area specified in Subparagraph (d)3.a. above.

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

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

(h) Pre-Payment Receipt Display . When pre-payment is made by any method authorized under this Subsection that produces a receipt or ticket dispensed to a parking patron, the receipt or ticket shall be displayed face-up, on the driver's side of the dashboard in such a manner that the entire receipt may be visible from the outside of the vehicle. (Cr. by Ord. 7902, 12-29-82; Am. by Ord. 13,412, 9-24-03; Am. by ORD-21-00081 , 11-26-21)

(i) Tampering or Misuse of Receipt/Stamp Prohibited . It shall be unlawful for any person to tamper with or in any fashion alter or modify a pre-payment receipt or to display a receipt(s) or part(s) of receipt(s) in such a fashion as to make it appear that the lawful payment has been made for the time the vehicle has been parked but no such lawful payment has been made. It shall also be unlawful to tamper with, produce, use or present for payment any stamp or other symbol purporting to represent prepayment for parking unless said stamp or symbol has been authorized by the City of Madison Transportation Commission. Any person violating this Subdivision shall be subject to a forfeiture of not less than $100 nor more than $200 for each violation. (Am. by Ord. 9739, 3-30-89; Am. by ORD-21-00081 , 11-26-21)

(j) Receipt Transfer Prohibited . Upon exiting a parking facility it shall be unlawful to present to the parking attendant a receipt or ticket indicating the date and time the vehicle entered the facility which is not the same receipt or ticket which was received by the operator of the vehicle upon entering into the facility. It shall also be unlawful to present a receipt or ticket which has been altered to indicate a time and date which is not the time and date the vehicle actually entered the facility. (Cr. by Ord. 8003, 4-26-83)

(k) Storage Lockers . The Parking Division Manager may authorize the placement of storage lockers (personal), as that term is defined in Section 28.151, within designated areas of the City's parking facilities. Any such storage locker must meet the requirements of Section 28.151, and the Parking Division Manager is authorized to enter into agreements, on behalf of the City, in a form and manner acceptable to the City Attorney, giving an operator permission to install and operate lockers in the parking facilities. (Cr. by ORD-21-00081 , 11-26-21)

(3) Penalty .

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

(b) Any person violating the provisions of Paragraph (2)(c)1. of this ordinance in any municipal parking facility shall be subject to a forfeiture of not less than eight dollars ($8) nor more than fifty dollars ($50). (Am. by Ord. 12,460, 9-3-99)

(c) Any person violating Paragraphs (2)(c)2. or 3. of this ordinance shall be subject to a forfeiture of not less than five dollars ($5) nor more than one hundred and fifty dollars ($150). (Am. by Ord. 12,460, 9-3-99; Ord. 13,760, Adopted 12-14-04; ORD-10-00015, 2-18-10)

(d) Any person violating the provisions of Subdivision (2)(j) of this ordinance shall be subject to a fine of not less than ten dollars ($10) nor more than five hundred dollars ($500). (Am. by Ord. 13,760, Adopted 12-14-04)

(e) Except as provided in (g) below, any person violating the provisions of Subdivision (2)(d) of this ordinance shall be subject to a forfeiture of not less than twenty-five dollars ($25) nor more than five hundred dollars ($500). (Cr. by Ord. 11,927, 8-30-97; Am. by Ord. 12,460, 9-3-99; Ord. 13,760, Adopted 12-14-04)

(f) Any person violating any of the other provisions of this ordinance shall be subject to a fine of not less than five dollars ($5) nor more than one hundred fifty dollars ($150). (Renumbered from (e) to (f) by Ord. 11,927, 8-30-97; Am. by ORD-10-00015, 2-18-10)

(g) In the event any vehicle is towed for a violation of this section, the total forfeiture shall be not less than fifty-five dollars ($55) nor more than five hundred fifty dollars ($550). (Renumbered from (f) to (g) by Ord. 11,927, 8-30-97; Am. by Ord. 12,460, 9-3-99; Ord. 13,760, Adopted 12-14-04)

(h) Any person violating Paragraph (2)(c)4. of this ordinance shall be subject to a forfeiture of not less than fifty dollars ($50) nor more than five hundred dollars ($500). (Cr. by ORD-11-00110, 8-10-11)

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

(4) Towing for Parking Violations . The police department is authorized to remove, by towing, any vehicle from a parking facility found to be parked in violation of the provisions of this ordinance. In addition to any other penalties, such towing shall subject the operator of such a vehicle to the provisions of Sec. 12.1331(3), MGO. (Cr. by Ord. 11,927, 8-30-97)

DE PERE
POLICE DEPARTMENT

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

Jeremy A. Muraski
Chief of Police

MEMORANDUM

Date: June 3, 2022

To: City Executive Larry Delo, Mayor James Boyd, De Pere Common Council

From: Jeremy A. Muraski, Chief of Police

Re: Report on Voyageur Park Concerns, Year to Date

Background

As you know we have continued to experience challenges and complaints reference the behavior of some people who gather in the parking lot area of Voyageur Park, 100 William Street. Some of the disturbances include: blocking traffic in the lot, loitering, playing loud music from vehicles, squealing tires, driving recklessly, and "catcalling" or harassing female users of the Fox River Trail. Unfortunately, some of the disturbing behavior also spills out onto William Street, Cass Street, and Broadway as vehicles are coming and going from the park.

Actions Taken Thus Far

Last year we began a zero tolerance campaign (Operation: Bon Voyage) for any violations detected in the park. I assigned officers to make as many crime prevention or security checks of the park as possible during their patrol shifts, and we assigned officers to be dedicated to the park when staffing allowed, and in some cases even paid overtime to officers when we were at staffing levels with no additional officers. We also worked with the City Attorney to reinstitute our ability to issue park bans (no trespassing orders) to people disturbing in and around the park. We recently acquired e-bikes and have trained officers on bicycle operations so we have bike patrols as staffing allows.

On April 5th I hosted a meeting of concerned citizens at the Kress Branch of the Brown County Library which was attended by about 1 dozen people from the neighboring condos, apartments, and businesses. They were very vocal in their support of "cracking down" with zero tolerance for disturbing parties and appreciated city staff updates on the park bans and pending deployment of the camera trailer.

City IT Staff and I have been working in concert on the city's mobile surveillance trailer, dubbed "the Flamingo". It was ordered last fall and arrived at the PD early this spring. It required some additional testing and configuration and it made its successful debut at Voyageur Park on April 21, 2022. The Flamingo has 5 cameras and they include 1 Automated License Plate Recognition (ALPR) camera, and 4 surveillance cameras. One of the 4 surveillance cameras is set up to look

straight down at the rest of the trailer to document any attempts to damage or harm the trailer. The remaining 3 provide views of the park covering more than a 180 degree field of view.

We have also deployed the Flamingo for two special events, including Celebrate De Pere this past Memorial Day weekend. One limitation of the trailer is that it only has one camera that can provide license plate recognition, so only one entrance/exit of the parking lot can record and recognize license plate numbers. This has hampered a few investigations where vehicles were disturbing, but entered and exited through the driveway that did not have ALPR.

The Council approved additional funding for Community Service Officers (CSOs) to be dedicated to Park Patrols. As of June 1st, our 3 new CSOs have been trained and we are now deploying CSOs for park patrols 5 hours per day during the summer months. This additional presence in the parks should allow for closer monitoring, and requests for officers as circumstances dictate.

Additional Proposed Action Items for Consideration

- Implement a parking area loitering ordinance like the City of Madison (See City Attorney Memo)
- Implement additional ALPR cameras (one at each park entrance and exit). These could be solar powered, or hard wired into City electrical poles. One vendor being utilized by numerous area jurisdictions are the Flock Safety cameras. These also fully integrate with Axon our vendor for Body Worn Cameras. Each camera would cost $2500 per year, which includes hardware, warranty, software updates, and unlimited data over LTE. If there is interest, I can get additional information and quotes.
- Include city network or internet access to upcoming park projects to allow for placement of more permanent cameras in the park, along the river, and boardwalk areas.

Summary Statistics YTD*

**NOTE: This is based on the call address of 100 William Street and will not account for traffic stops or other incidents that are reported outside of the park, such as on Broadway Street or a block or two away.*

287 Total CAD Calls for Service YTD

- 212 Self-Initiated Calls by officers for Crime Prevention / Park Checks
- 75 Responsive Calls

Park Bans

- 18 Park Bans in 2021 (expired after 6 months)
- 6 Park Bans YTD in 2022

12 Full Police Case Reports YTD

Date	Case #	Incident Type	Outcome
2/16/2022	22-101809	Criminal Damage	Broken boardwalk light no suspects
3/2/2022	22-102346	Drug Activity	Citation issued for drug paraphernalia
3/24/2022	22-103249	Disorderly Conduct	Citation issued for D.C.
4/15/2022	22-104153	Disorderly Conduct	Citation issued for DC w/ Motor Veh.
4/28/2022	22-104651	Traffic Stop	Citation issued for DC w/ Motor Veh.
5/2/2022	22-104773	Criminal Damage	Damage to bathroom door and towel dispenser, no suspects
5/11/2022	22-105236	Disorderly Conduct	Citation issued for D.C.
5/17/2022	22-105468	Disturbance	Two people involved in disturbance, one was gone on arrival. Info only.
5/23/2022	22-105671	Traffic Stop	Citation issued for DC w/ Motor Veh.
5/23/2022	22-105666	Traffic Stop	Citation issued for DC w/ Motor Veh.
5/27/2022	22-105883	Disturbance	Male arrested for DC, charges referred to DA. Also received citation for urinating on police squad car. Terminated employee from carnival.
5/29/2022	22-106097	Information Only	Report reference no contact order where two parties encountered each other at a distance at Celebrate De Pere.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **June 7, 2022**

DEPARTMENT: **Parks, Recreation & Forestry**

FROM: **Marty Kosobucki**

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

The Board of Park Commissioners, at the May 19, 2022 meeting, approved accepting an $800 donation from De Pere Optimists for children's entertainment at the Beer Gardens. The motion passed unanimously with a 6-0 vote.

ATTACHMENTS:

- De Pere Optimist Club - Beer Gardens 2022 (DOCX)

CITY OF DE PERE

Community Center

600 Grant Street, De Pere, WI 54115 | 920-339-4097 | www.de-pere.org

TO: Board of Park Commissioners

FROM: Paula Rahn, Recreation Superintendent

DATE: April 15, 2022

RE: Consideration to accept an $800 donation from De Pere Optimist Club to sponsor children's entertainment for the first two events of the Beer Gardens

Staff is requesting the Board of Park Commissioner's approval to accept an $800 donation from the Optimist Club of De Pere. This donation is for sponsorship of Mischief & Magic at the first two events of the Beer Gardens, June 28th and July 26th, 2022.

Mischief and Magic will be performing balloon twisting and strolling magic for 2 hours from 5:30-7:30 pm. The De Pere Optimist Club has graciously sponsored Mischief & Magic in the past and we are truly appreciative of them sponsoring this family entertainment once again.

Thank you for your time and consideration.

Donation Information:
From: Optimist Club of De Pere
c/o Pete Mickelson, Secretary/Treasurer
PO Box 5082
De Pere, WI 54115
To: De Pere Parks & Recreation Department
For: Sponsorship of Mischief & Magic at June 28 & July 26 Beer Garden Events
Amount: $800

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 7, 2022**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to Accept a $300 Donation from De Pere Men's Club for Summer Carnival.**

The Board of Park Commissioners, at the May 19, 2022 meeting, approve to accept a $300 donation from De Pere Men's Club for the Summer Carnival. The motion passed unanimously with a 6-0 vote.

ATTACHMENTS:

- De Pere Area Mens Club - Carnival 2022 (DOCX)

Memorandum

To: Board of Park Commissioners

From: Cindy Lee, Recreation Supervisor

Date: April 27, 2022

Re: Approval to Accept Donation De Pere Area Men's Club

Staff is seeking Board of Park Commissioner's approval for the De Pere Community Center to accept a donation of $300 from the De Pere Area Men's Club. These funds were designated to support our Summer Carnival which will be held on August 3rd at Optimist Park. We anticipate approximately 300 children attending this event.

In addition to the monetary donations, members of the Men's Club also volunteer at our event. We are truly thankful for their gracious support over the years!

Thank you for your time and consideration.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 7, 2022**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to Approve Request from Mathewson Monuments for Reimbursement of $750 expense for the VFW Monument and for the funds to come from Unassigned Reserves.**

The Board of Park Commissioners, at the May 19, 2022 meeting, approved the $750 expense reimbursement from Matthewson Monuments and for the funds to come from unassigned reserves. The motion passed unanimously with a 6-0 vote.

ATTACHMENTS:

- Staff Memo.Mathewson (DOCX)
- 20220429084219545 (PDF)
- 20220323_105548 (JPG)
- IMG_2781 (002) (PDF)
- IMG_2782 (PDF)

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Date: May 19, 2022

RE: Mathewson request for reimbursement

We received a request from Mathewson Monuments to be reimbursed for a $750 expense that was not anticipated. The expense is directly related to unforeseen fabrication for setting and lifting the bronze flag slightly above the monument. The monument we had constructed is very unique which incorporates a 3D brass flag on top of the monument. It is not something typically done with monuments and therefore was not foreseen by Mathewson when planning out the monument and estimate.

The monument was originally funded from unassigned reserves along with donations. If you recommend approval of this expense, I would recommend we request funding from unassigned reserves and do not request funding from the original donors.

MATHEWSON
—MONUMENTS—
NEW LONDON, WI
920 982 6465
WWW.MATHEWSONMONUMENTS.COM

Apr. 25, 2022

City of DePere
Re: VFW Park Veterans Memorial

First, we would like to let you know we are honored to have been chosen to create this memorial honoring our veterans.

When it comes to the construction of these veterans memorials we aim to keep our margins rather close. Unfortunately, with this project we ran into an unforeseen expense with the mounting of the bronze flag.
With the bronze flag being fully sculpted and three dimensional we felt it best to fabricate raised mount to enhance the beauty of the piece.
We considered ourselves very fortunate to have a local machinist in New London who has experience working with bronze sculptures.

Today we are asking for your consideration for the reimbursement of this added expense.

Respectfully submitted,

Greg Mathewson
Mathewson Monuments

Enclosures:
Pictures
Invoice

New London Fabrication
809 County Road S
New London, WI 54961
Phone: (920) 389-2020

pd 2/16/22

Invoice

Sold To: MATHEWSON MONUMENTS
750 INDUSTRIAL LOOP ROAD
NEW LONDON, WI 54944
United States

Ship To: MATHEWSON MONUMENTS
750 INDUSTRIAL LOOP ROAD
NEW LONDON, WI 54944
United States

Invoice Number:	11005	Salesman:	BENJAMIN V BESAW
Invoice Date:	02/16/2022	Terms:	
Customer:	MATHEWSONMON	Packing List:	11399
Order No:	11005	PO Number:	VERBAL GREG

Item	Quantity	Description	Revision	Unit Price	Amount
1	1	FLAG MOUNT - TIME AND MATERIALS		$750.00000 / EA	$750.00

Sub-total:	$750.00
Sales Tax:	$0.00
Shipped Via customer pick up:	$0.00
Invoice Total:	*$750.00*
Paid To Date:	*$0.00*
Balance Due:	*$750.00*

MATHEWSON ENTERPRISES INC. **MONUMENTS - MEMORIALS** 23904

New London Fabrication 2/16/2022

DePere Veterans Flag modification 750.00

Checking-Community 750.00


FISKARS
4536


IN HONOR AND MEMORY
OF ALL MEN AND WOMEN
WHO SERVED IN
WAR AND PEACE IN THE
UNIFORMED SERVICES
OF THE
UNITED STATES OF AMERICA
TO PRESERVE OUR FREEDOM
JOHN E.
MAY 7, 1963
JODY
SEPT. 16,
aren & Michele


DEPARTMENT OF THE ARMY
UNITED STATES OF AMERICA
1775
DEPARTMENT OF THE NAVY
UNITED STATES OF AMERICA
DEPARTMENT OF THE AIR FORCE
MCMXLVII
UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY
UNITED STATES MARINE CORPS
UNITED STATES COAST GUARD
1790

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 7, 2022**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to Approve Contingency Plan for Hours of Operation of Swimming Pools.**

The Board of Park Commissioners, at the May 19, 2022 approved the Pool Contingency Plan, if necessary due to staff shortages, to close Legion Pool on Sunday's and to provide the authority to the Mayor and Board of Park Commissioner Chairman the authority to alter, implement and/or remove the plan moving forward. The motion passed unanimously, with a 6-0 vote.

ATTACHMENTS:

- Memo.Pool Contingency Plan (DOCX)

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Date: February 17, 2022

RE: Contingency Plan for Pool

Staff would like the Board of Park Commissioners to review and consider a contingency plan related to hours of operation for our pools. The contingency plan would be implemented for the reason of "lack of qualified staffing". The contingency plan is recommended to be put in place in the event we do not have adequate staffing (Lifeguards, Attendants, and/or Pool Managers), however the main trigger of this current issue is not having enough Pool Managers hired for this season.

Summary:
As a very general overview, we operate our pools (Legion and VFW) approximately 80 hours during the week. In order to do so, we need staff ranging from Lifeguards, Facility Attendants, Assistant Managers, and Pool Managers in order to open and operate safely. These 80 hours consist of Open Swim, Swim Lessons, Lap Swim, and rentals. While hiring staff this season we believe we have enough Lifeguards, Facility Attendants and Assistant Managers in line to handle the operation for this summer. (Although things can change quickly as kids leave employment on a regular basis.) One staffing concern we do currently have is our Pool Manager. We typically hire 4 Pool Managers to handle the season at VFW and Legion Pools. We originally had 4 Pool Managers hired, and recently was informed that one of them resigned their position. Compounding the situation, we currently do not have anyone or any applications to consider for filling the position. We are not able to safely open a pool if we do not have the leadership position of a Pool Manager hired to oversee the operation. While we are currently working with our Human Resource Department and our Marketing Director to advertise the position, due to the short window until we open we should have a contingency plan in place.

Below is a contingency plan I believe would work in utilizing our current staff and provide the least impact to the pool operations and community. We currently have 3 full time Pool Managers, 1 Sub Manager (can only work on evenings and weekends), and our Senior Pool Manager.

Contingency Plan Proposal:

- Close Legion Pool on Sundays.
    - We chose this day because of several reasons. First, we did not want to cancel a Monday – Thursday as those are our biggest attendance days and we host swim lessons.
    - Of the three days left (Friday, Saturday, Sunday), I would not recommend eliminating Friday as that is our make up day for swim lessons.
    - Between Saturday and Sunday, our attendance is less on Sundays.
- All "Legion Only" pool memberships shall have the ability to be refunded their membership, or use VFW Pool on Sundays when Legion Pool is closed.
- No rentals allowed on Sunday at Legion Pool.
- Provide the authority to the Mayor and Board of Park Commissioner Chairman the authority to alter, implement and/or remove the plan moving forward.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **June 7, 2022**

DEPARTMENT: **City Clerk**

FROM: **Carey Danen**

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

This request is to expand the licensed premises for the remainder of the current licensing period. The applicant received approval from the City for a revocable occupancy permit for a sidewalk cafe on June 2, 2022.

ATTACHMENTS:

- Premises Description Change_La Vie (PDF)
- La Vie_ROP_Sidewalk Cafe (PDF)

Renewal Alcohol Beverage License Application

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

For the license period beginning: 6/8/2022 (mm dd yyyy) ending: 6/30/2022 (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	
456-103089	
FEIN Number	
88-0581044	
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 Carrie, 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)
Cameron-McDonald	Carrie	Ann	

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

1.12.a

5. Legal description (omit if street address is given on previous page): 421 George St. #101

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

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

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

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

Prior license was for period 5/1/22-6/30/22, not a full year.

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Cameron-McDonald, Carrie, A.	Owner	5.16.22
Signature	**Phone Number**	**Email Address**
Carrie Cameron McDonald	920.227.8639	carriec1234@live.com

TO BE COMPLETED BY CLERK

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

SIDEWALK CAFE PERMIT

Name and Address of Permittee:	La Vie Carrie, LLC 421 George Street; Unit 101 De Pere, WI 54115
Grantor:	City of De Pere ("City")
Location of Encroachment:	421 George Street (front of building and side of building facing Wisconsin Street) See attached Exhibit A
Purpose of Encroachment:	Outdoor Seating/Food Service Placement of tables and chairs within public right-of-way (sidewalk and terrace area) in front of ED-840

The purpose and occupancy of the public right-of-way referenced above as allowed by this permit is conditioned upon La Vie Carrie, LLC's compliance with Wis. Stats. §66.0425 and the following provisions:

1. City hereby authorizes and grants to La Vie Carrie, LLC, d/b/a La Vie Taverne ("Permittee") a Sidewalk Café Permit for that specific area described in the sketch attached hereto and incorporated herein as Exhibit A. Such Sidewalk Café Permit is subject to the following terms and conditions:

   a) The Sidewalk Café Permit granted hereunder shall be valid as of the date written below. Renewals of this Permit may be accomplished administratively through the issuing party if all permit requirements continue to be met.

   b) The Permit granted under this Agreement authorizes one (1) 24" table with four (4) chairs in front of the building facing George Street and two (2) 24" tables with four (4) chairs placed per table and two (2) 12" tables with three (3) chairs placed per table on the side of the building facing Wisconsin Street, as illustrated in Exhibit A ("Permit Area").

   c) It is specifically understood and agreed by the parties that the City shall undertake no responsibility for the maintenance of the Permit Area. Permittee shall maintain the Permit Area and all personal property thereon in a neat and orderly manner, keeping it clean, free of noxious weeds, trash, and debris. Permittee shall comply with all Federal, State and City requirements, including but not limited to prompt removal of debris, litter or refuse. All personal property placed on the Permit Area by Permittee shall remain the property of Permittee, and the City shall not be held liable for any damage to such personal property regardless of the cause of such damage.

d) 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.

e) Sale of Alcohol Beverages:

☐ Not Allowed

(i) No alcohol beverages may be sold or consumed in the sidewalk café area.

☑ Allowed

(i) No alcohol beverages may be sold or consumed in the sidewalk café area unless the City Council has made that area part of the liquor licensed area.

(ii) If the City Council has approved the sidewalk café area as part of the liquor licensed area, Permittee agrees as follows:

(1) Violations of the requirements of this chapter or Wis. Stats. Ch. 125 may result in the Sidewalk Café Permit issued hereunder and the Class B premise permit expansion being repealed by the Common Council in addition to other penalties provided under those regulations.

(2) Alcohol beverages shall only be served to patrons of the establishment by a server in the sidewalk café area. No carryout or carry-in of alcohol beverages by a patron to and from the area of the sidewalk café shall be permitted.

(3) Each sidewalk café serving alcohol beverages shall be responsible for monitoring the area of the sidewalk café to ensure that customers are of legal drinking age and that alcohol beverages are not removed from the premises.

(4) The sale of alcohol beverages in sidewalk café areas shall be limited to the hours of 11:00 a.m. to 11:00 p.m. All alcohol shall be removed from the sidewalk café area no later than 11:30 p.m.

f) Adequate egress and ingress as determined by ADA standards along the sidewalk café area subject to this permit shall be maintained at all times. A minimum clearance of four (4) feet shall be maintained between the sidewalk and terrace area at all times for pedestrian traffic as illustrated on Exhibit A.

2. Permittee shall supply City with a certificate of general liability insurance and additional insured endorsement form, naming the City as an additional insured for purposes of this Permit in an amount not less than $1,000,000 per occurrence, including liquor liability covering the premise extension. Further, Permittee shall save and hold City harmless from any and all injury that may occur or be said to have occurred as a result of Permittee's utilization of the Sidewalk Cafe Permit issued under this Agreement. This provision is intended to indemnify and hold harmless the City 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 this hold harmless agreement. Such hold harmless agreement shall extend to any injury to person or property involving any officers or agents of the parties hereto or any third parties. A copy of the required certificate of insurance and additional insured endorsement is attached hereto and incorporated herein as Exhibit B.

3. The Permit granted hereunder may be revoked upon written or oral notice of the Development Services Director at any time with or without notice. The parties acknowledge that the privileges granted by the Permit hereunder constitute encroachments upon public property and may be allowed only under the condition that the use of such public space does not interfere with public safety, access, aesthetics, or any other public purpose.

4. It is specifically understood and agreed that in granting the permit hereunder, no right or interest is granted in the ownership or continued use of the property subject thereto.

We, the undersigned, acknowledge that we have read and understand the foregoing conditions and that this agreement is to be binding upon the heirs, personal representatives, and successors of all parties. No representations other than those expressed herein, either oral or written, are part of this permit. Permittee acknowledges receipt of a copy of this agreement.

~~IN WITNESS WHEREOF, the parties hereto have set their hands and seals~~ DATED this 2ND day of JUNE, 2022.

LA VIE CARRIE, LLC

Carrie Ann Cameron-McDonald
Managing Member
J:\Law\ROP\2022\La Vie Taverne(Sidewalk Cafe)5-23-22.docx

CITY OF DE PERE

Daniel J. Lindstrom
Development Services Director

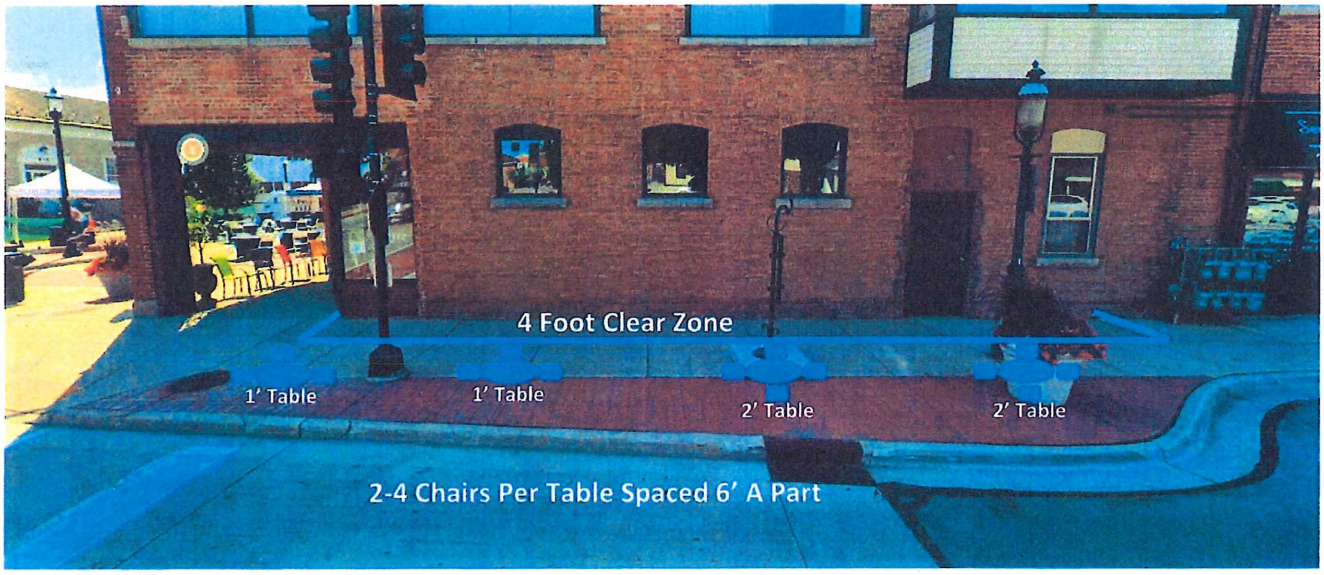


Exhibit A
Page 1 of 2



Exhibit A
Page 2 of 2

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mark Conway	
Conway Insurance Services LLC P.O. Box 5774 De Pere WI 54115	PHONE (A/C, No, Ext): (920) 425-8873	FAX (A/C, No): (920) 227-4138
	E-MAIL ADDRESS: mark@mconwayins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : BAD - BADGER MUTUAL INSURANCE CO*	
INSURED La Vie Carrie LLC 2992 Woodhaven Drive De Pere WI 54115	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			00768-46960	05/01/2022	05/01/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of De Pere
Additional Insured
325 S Broadway Street
De Pere WI 541154

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark W. Conway

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Exhibit B

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 7, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage License and "Class B" Intoxicating Liquor License for ESales, Inc. (DBA VIP Daiquiri Lounge) 308 Main Av. Submitted by ESales, LLC; Agent Tye Hartwell, De Pere, WI.**

s

ATTACHMENTS:

- Class B Beer and Class B Liquor LL Request - VIP Daiquiri Application 6_7_22 (PDF)

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

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

5-10-22 B# 71916

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Hartwell Tye David - ESales, Inc.

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

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

1. Trade Name VIP Daiquiri Lounge Business Phone Number 920 336 3330
2. Address of Premises 308 Main Ave Depere Post Office & Zip Code 54115
3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
   Bar Area & Basement
4. Legal description (omit if street address is given above): _____
5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ..... ☒ Yes ☐ No
   (b) If yes, under what name was license issued? _____

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

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

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

9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 12-16-09 of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ..... ☐ Yes ☒ No

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)		Title/Member	Date
Harwell Tyler D		CEO	5-10-22
Signature		Phone Number	Email Address
Tyler Harwell		920 819 3220	wirelessjb@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
5/10/22			
Date license granted	Date license issued	License number issued	

AT-106 (R. 3-19)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 7, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Ann Ledvina**
SUBJECT:	**Recommendation from the License Committee on renewal applications for the licensing period of July 1, 2022 to June 30, 2023.**

ATTACHMENTS:

- License Renewal List_6-7-22 (PDF)

June 7, 2022 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, 2022 to June 30, 2023.

CLASS “A” BEER & “CLASS A” LIQUOR

1. True North Energy, LLC (DBA True North #811), 841 Main Av. Submitted by True North Energy, LLC. Agent: Daniel Pamperin, De Pere, WI.

2. True North Energy, LLC (DBA True North #812), 1511 Lawrence Dr. Submitted by True North Energy, LLC. Agent: Daniel Pamperin, De Pere, WI.

3. True North Energy, LLC (DBA True North #813), 1010 S. Broadway. Submitted by True North Energy, LLC. Agent: Daniel Pamperin, De Pere, WI.

4. True North Energy, LLC (DBA True North #814), 1063 N. Broadway. Submitted by True North Energy, LLC. Agent: Daniel Pamperin, De Pere, WI.

5. Trackside Fort, LLC (DBA Fairgrounds BP), 1605 Fort Howard Av. Submitted by Trackside Fort, LLC. Agent: Tark Raj Ojha, De Pere, WI.

6. Braj Convenience Stores, LLC (DBA Main Ave. BP), 1501 Main Av. Submitted by Braj Convenience Stores, LLC. Agent: Basudev Adhikari, Kohler WI.

7. Saeva-Johnson Liquor, LLC (DBA The Wine Cellar), 813 Main Av. Submitted by Saeva-Johnson Liquor, LLC. Agent: Patrick Johnson, Green Bay, WI.

CLASS “B” BEER & “CLASS B” LIQUOR

1. St. Norbert College (St. Norbert College), 100 Grant St. Submitted by St. Norbert College. Agent: Terrie DuBois, Green Bay, WI.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 7, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Ann Ledvina**
SUBJECT:	**A. Class "A" Fermented Malt Beverage & "Class A" Intoxicating Liquor Licenses**

ATTACHMENTS:

- Class B Beer & Class B Liquor Applications 6_7_22 (PDF)

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

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07 01 2022 *(mm dd yyyy)* ending: 06 30 2023 *(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 456-1030806825-02	
FEIN Number 34-1902035	
TYPE OF LICENSE REQUESTED	**FEE**
☑ Class A beer	$ 90
☐ Class B beer	$ 0
☐ Class C wine	$ 0
☑ Class A liquor	$ 315
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30
TOTAL FEE	$ 435

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)
True North Energy, LLC	10346 Brecksville Rd., Brecksville, OH 44141

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)
Pamperin	Daniel	J	

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Lyden	Mark	E.	[redacted] 4
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)
Lyden	Patricia	G.	
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Niese	Daniel	J.	
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 True North #811 Business Phone Number 440-792-4200
2. Address of Premises 841 Main Ave., De Pere 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.) Records are kept in an office behind the front counter with a locked door. A cabinet on the sales floor holds liquor & is locked between 9PM & 8AM. A locked cabinet holds extra liquor. Beer is stored in the coolers & sales floor. Extra beer is stored in back storage area.

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

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [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
Niese, Daniel J.	CFO	4-27-22
Signature: Daniel J Niese	Phone Number: 440-792-4200	Email Address: dniese@truenorth.org

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
5/2/22		
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: N/A

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 _____

WISCONSIN

Store	Address	City	State	Zip	License Type
True North #810	2530 Babcock Road	Green Bay	WI	54313	Class A Beer/Class A Liquor (Cider)
True North #811	841 Main Ave	De Pere	WI	54115	Class A Fermented Malt Beverage & Intoxicating Liquors
True North #812	1511 Lawrence Dr	De Pere	WI	54115	Class A Fermented Malt Beverage & Intoxicating Liquors
True North #813	1010 S. Broadway	De Pere	WI	54115	Class A Fermented Malt Beverage
True North #814	1063 N. Broadway	De Pere	WI	54115	Class A Fermented Malt Beverage
True North #815	3691 Monroe Rd	De Pere	WI	54115	Class A Fermented Malt Beverage & Intoxicating Liquors & Cider
True North #816	2011 Allouez Ave	Green Bay	WI	54311	Class A Beer/Class A Liquor
True North #817	2646 Manitowac Rd	Green Bay	WI	54311	Class A Beer/Class A Liquor
True North #818	1593 E. Mason St	Green Bay	WI	54302	Class A Beer/Class A Liquor
True North #819	2145 University Ave	Green Bay	WI	54302	Class A Beer/Class A Liquor
True North #820	1121 Radisson Ave	Green Bay	WI	54311	Class A Beer/Class A Liquor
True North #821	1575 Lineville Rd	Green Bay	WI	54313	Class A Fermented Malt Beverage
True North #822	3411 N Ballard Rd	Appleton	WI	54911	Class A Fermented Malt Beverage & Intoxicating Liquors (Cider Only)
True North #823	120 S. McCarthy Rd	Appleton	WI	54914	Class A Fermented Malt Beverage & Intoxicating Liquors (Cider Only)
True North #824	1370 Jacobsen Road	Neenah	WI	54956	Class A Fermented Malt Beverage & Intoxicating Liquors
True North #825	6088 Harbour View Rd	Winneconne	WI	54986	Class A Fermented Malt Beverage & Intoxicating Liquors
True North #826	2250 Westowne Ave	Oshkosh	WI	54904	Class A Fermented Malt Beverage & Intoxicating Liquors
True North #827	2526 Main Street	East Troy	WI	53120	Class A Beer & Class A Combination Liquor

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07 01 2022 *(mm dd yyyy)* ending: 06 30 2023 *(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 456-1030806825-02	
FEIN Number 34-1902035	
TYPE OF LICENSE REQUESTED	**FEE**
☑ Class A beer	$ 90
☐ Class B beer	$ 0
☐ Class C wine	$ 0
☑ Class A liquor	$ 315
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30
TOTAL FEE	$ 435

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)
True North Energy, LLC	10346 Brecksville Rd., Brecksville, OH 44141

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)
Pamperin	Daniel	J.	

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Lyden	Mark	E.	
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)
Lyden	Patricia	G.	
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Niese	Daniel	J.	
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 True North #812 Business Phone Number 440-792-4200
2. Address of Premises 1511 Lawrence Dr., De Pere 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.) Records are kept in an office behind the front counter with a locked door. A cabinet on the sales floor holds liquor & is locked between 9PM & 8AM. A locked cabinet holds extra liquor. Beer is stored in the coolers & sales floor. Extra beer is stored in back storage area.

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

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [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
Niese, Daniel J.	CFO	4-27-22
Signature: Daniel J Niese	Phone Number: 440-792-4200	Email Address: dniese@truenorth.org

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
5/2/22		
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: N/A

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 _____

WISCONSIN

Store	Address	City	State	Zip	License Type
True North #810	2530 Babcock Road	Green Bay	WI	54313	Class A Beer/Class A Liquor (Cider)
True North #811	841 Main Ave	De Pere	WI	54115	Class A Fermented Malt Beverage & Intoxicating Liquors
True North #812	1511 Lawrence Dr	De Pere	WI	54115	Class A Fermented Malt Beverage & Intoxicating Liquors
True North #813	1010 S. Broadway	De Pere	WI	54115	Class A Fermented Malt Beverage
True North #814	1063 N. Broadway	De Pere	WI	54115	Class A Fermented Malt Beverage
True North #815	3691 Monroe Rd	De Pere	WI	54115	Class A Fermented Malt Beverage & Intoxicating Liquors & Cider
True North #816	2011 Allouez Ave	Green Bay	WI	54311	Class A Beer/Class A Liquor
True North #817	2646 Manitowac Rd	Green Bay	WI	54311	Class A Beer/Class A Liquor
True North #818	1593 E. Mason St	Green Bay	WI	54302	Class A Beer/Class A Liquor
True North #819	2145 University Ave	Green Bay	WI	54302	Class A Beer/Class A Liquor
True North #820	1121 Radisson Ave	Green Bay	WI	54311	Class A Beer/Class A Liquor
True North #821	1575 Lineville Rd	Green Bay	WI	54313	Class A Fermented Malt Beverage
True North #822	3411 N Ballard Rd	Appleton	WI	54911	Class A Fermented Malt Beverage & Intoxicating Liquors (Cider Only)
True North #823	120 S. McCarthy Rd	Appleton	WI	54914	Class A Fermented Malt Beverage & Intoxicating Liquors (Cider Only)
True North #824	1370 Jacobsen Road	Neenah	WI	54956	Class A Fermented Malt Beverage & Intoxicating Liquors
True North #825	6088 Harbour View Rd	Winneconne	WI	54986	Class A Fermented Malt Beverage & Intoxicating Liquors
True North #826	2250 Westowne Ave	Oshkosh	WI	54904	Class A Fermented Malt Beverage & Intoxicating Liquors
True North #827	2526 Main Street	East Troy	WI	53120	Class A Beer & Class A Combination Liquor

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07 01 2022 *(mm dd yyyy)* ending: 06 30 2023 *(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 456-1030806825-02	
FEIN Number 34-1902035	
TYPE OF LICENSE REQUESTED	**FEE**
☑ Class A beer	$ 90
☐ Class B beer	$ 0
☐ Class C wine	$ 0
☑ Class A liquor	$ 315
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30
TOTAL FEE	$ 435

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)
True North Energy, LLC	10346 Brecksville Rd., Brecksville, OH 44141

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)
Pamperin	Daniel	J.	

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Lyden	Mark	E.	
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)
Lyden	Patricia	G.	
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Niese	Daniel	J.	
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 True North #813 Business Phone Number 440-792-4200
2. Address of Premises 1010 S. Broadway, De Pere 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.) Records are kept in an office in the back of the store with a locked door. A cabinet on the sales floor holds liquor & is locked between 9PM & 8AM. A locked cabinet holds extra liquor. Beer is stored in the coolers & sales floor. Extra beer is stored in back storage area.

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

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [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
Niese, Daniel J.	CFO	4-27-22
Signature: Daniel J Niese	Phone Number: 440-792-4200	Email Address: dniese@truenorth.org

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
5/2/22		
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: N/A

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 _____

WISCONSIN

Store	Address	City	State	Zip	License Type
True North #810	2530 Babcock Road	Green Bay	WI	54313	Class A Beer/Class A Liquor (Cider)
True North #811	841 Main Ave	De Pere	WI	54115	Class A Fermented Malt Beverage & Intoxicating Liquors
True North #812	1511 Lawrence Dr	De Pere	WI	54115	Class A Fermented Malt Beverage & Intoxicating Liquors
True North #813	1010 S. Broadway	De Pere	WI	54115	Class A Fermented Malt Beverage
True North #814	1063 N. Broadway	De Pere	WI	54115	Class A Fermented Malt Beverage
True North #815	3691 Monroe Rd	De Pere	WI	54115	Class A Fermented Malt Beverage & Intoxicating Liquors & Cider
True North #816	2011 Allouez Ave	Green Bay	WI	54311	Class A Beer/Class A Liquor
True North #817	2646 Manitowac Rd	Green Bay	WI	54311	Class A Beer/Class A Liquor
True North #818	1593 E. Mason St	Green Bay	WI	54302	Class A Beer/Class A Liquor
True North #819	2145 University Ave	Green Bay	WI	54302	Class A Beer/Class A Liquor
True North #820	1121 Radisson Ave	Green Bay	WI	54311	Class A Beer/Class A Liquor
True North #821	1575 Lineville Rd	Green Bay	WI	54313	Class A Fermented Malt Beverage
True North #822	3411 N Ballard Rd	Appleton	WI	54911	Class A Fermented Malt Beverage & Intoxicating Liquors (Cider Only)
True North #823	120 S. McCarthy Rd	Appleton	WI	54914	Class A Fermented Malt Beverage & Intoxicating Liquors (Cider Only)
True North #824	1370 Jacobsen Road	Neenah	WI	54956	Class A Fermented Malt Beverage & Intoxicating Liquors
True North #825	6088 Harbour View Rd	Winneconne	WI	54986	Class A Fermented Malt Beverage & Intoxicating Liquors
True North #826	2250 Westowne Ave	Oshkosh	WI	54904	Class A Fermented Malt Beverage & Intoxicating Liquors
True North #827	2526 Main Street	East Troy	WI	53120	Class A Beer & Class A Combination Liquor

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07 01 2022 *(mm dd yyyy)* ending: 06 30 2023 *(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 456-1030806825-02	
FEIN Number 34-1902035	
TYPE OF LICENSE REQUESTED	**FEE**
☑ Class A beer	$ 90
☐ Class B beer	$ 0
☐ Class C wine	$ 0
☑ Class A liquor	$ 315
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30
TOTAL FEE	$ 435

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)
True North Energy, LLC	10346 Brecksville Rd., Brecksville, OH 44141

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)
Pamperin	Daniel	J.	

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Lyden	Mark	E.	4
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)
Lyden	Patricia	G.	
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Niese	Daniel	J.	
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 True North #814 Business Phone Number 440-792-4200
2. Address of Premises 1063 N. Broadway, De Pere 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.) Records are kept in an office behind the front counter with a locked door. A cabinet on the sales floor holds liquor & is locked between 9PM & 8AM. A locked cabinet holds extra liquor. Beer is stored in the coolers & sales floor. Extra beer is stored in back storage area. There is also an open air cooler which does not lock that has mostly individual cans for sale.

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
Niese, Daniel J.	CFO	4-27-22
Signature: Daniel J Niese	Phone Number: 440-792-4200	Email Address: dniese@truenorth.org

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
5/2/22		
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: N/A

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 _____

WISCONSIN

Store	Address	City	State	Zip	License Type
True North #810	2530 Babcock Road	Green Bay	WI	54313	Class A Beer/Class A Liquor (Cider)
True North #811	841 Main Ave	De Pere	WI	54115	Class A Fermented Malt Beverage & Intoxicating Liquors
True North #812	1511 Lawrence Dr	De Pere	WI	54115	Class A Fermented Malt Beverage & Intoxicating Liquors
True North #813	1010 S. Broadway	De Pere	WI	54115	Class A Fermented Malt Beverage
True North #814	1063 N. Broadway	De Pere	WI	54115	Class A Fermented Malt Beverage
True North #815	3691 Monroe Rd	De Pere	WI	54115	Class A Fermented Malt Beverage & Intoxicating Liquors & Cider
True North #816	2011 Allouez Ave	Green Bay	WI	54311	Class A Beer/Class A Liquor
True North #817	2646 Manitowac Rd	Green Bay	WI	54311	Class A Beer/Class A Liquor
True North #818	1593 E. Mason St	Green Bay	WI	54302	Class A Beer/Class A Liquor
True North #819	2145 University Ave	Green Bay	WI	54302	Class A Beer/Class A Liquor
True North #820	1121 Radisson Ave	Green Bay	WI	54311	Class A Beer/Class A Liquor
True North #821	1575 Lineville Rd	Green Bay	WI	54313	Class A Fermented Malt Beverage
True North #822	3411 N Ballard Rd	Appleton	WI	54911	Class A Fermented Malt Beverage & Intoxicating Liquors (Cider Only)
True North #823	120 S. McCarthy Rd	Appleton	WI	54914	Class A Fermented Malt Beverage & Intoxicating Liquors (Cider Only)
True North #824	1370 Jacobsen Road	Neenah	WI	54956	Class A Fermented Malt Beverage & Intoxicating Liquors
True North #825	6088 Harbour View Rd	Winneconne	WI	54986	Class A Fermented Malt Beverage & Intoxicating Liquors
True North #826	2250 Westowne Ave	Oshkosh	WI	54904	Class A Fermented Malt Beverage & Intoxicating Liquors
True North #827	2526 Main Street	East Troy	WI	53120	Class A Beer & Class A Combination Liquor

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07 01 2022 *(mm dd yyyy)* ending: 06 30 2023 *(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 456-1030669768-04	
FEIN Number 86-3194710	
TYPE OF LICENSE REQUESTED	**FEE**
☑ Class A beer	$
☐ Class B beer	$
☐ Class C wine	$
☑ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30-
TOTAL FEE	$

R# 171861

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)
1 OJHA	TARK	RAJ	

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	
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 9203367292
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? [phone (608) 266-2776] . . . . . ☑ Yes ☐ No

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

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

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

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

Contact Person's Name (Last, First, M.I.)	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
5/9/22		
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: 7/1/22 (mm dd yyyy) ending: 6/30/23 (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	
456-1030831605-04	
FEIN Number	
87-2994424	
TYPE OF LICENSE REQUESTED	**FEE**
☒ Class A beer	$
☐ Class B beer	$
☐ Class C wine	$
☒ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30
TOTAL FEE	$

~~R #~~ ~~1663~~ 5-2-22 R# 171638

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
ADHIKARI	BASUDEV		
Bhandari	Rajendra	MANI	

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)
BRAJ Convenience Store LLC.	1501 W. Main AVE, De Pere, WI

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

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

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

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

C. Business Information

1. Trade Name Main AVE BP Business Phone Number 920 983 9235
2. Address of Premises 1501 Main AVE, De Pere 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.)

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

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
ADHIKARI BASUDEV	✓	4/29/2022
Signature	**Phone Number**	**Email Address**
[signature]	920-226-1782	missionbda@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
4/29/22		
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 N/A 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 N/A STATUTE NO./LOCAL ORDINANCE _____

PENDING CHARGE _____ DATE _____

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7/1/22 (mm dd yyyy) ending: 6/30/23 (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 456-1030558750-04	
FEIN Number 86-2061505	
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 ck 17187
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)
Johnson	Patrick	Whitney	
Johnson	Desislava	Saeva	

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)
Saeva-Johnson Liquor LLC	813 Main Ave, De Pere, WI 54115

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

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

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)
Johnson	Patrick	Whitney	
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Johnson	Desislava	Saeva	
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Johnson	Patrick	Whitney	
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Johnson	Desislava	Saeva	
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 The Wine Cellar Business Phone Number 920-336-0811
2. Address of Premises 813 Main Ave 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.) Store is located in multi unit complex located at 813 Main Ave De Pere. Main selling floor & coolers are 5400 sq ft. There are 2 additional storage rooms in the back of the store.

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
Johnson, Desislava S	Owner	5-9-22
Signature	Phone Number	Email Address
	920 327 3739	desyts@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
5/9/22		
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 Patrick Johnson STATUTE NO./LOCAL ORDINANCE _____

CHARGE Party to manuf THC WHERE CONVICTED Brown Co

DATE 07/96 PENALTY 90 days jail / 3yr probation ☐ MISDEMEANOR ☑ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

CHARGE _____ WHERE CONVICTED _____

DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

CHARGE _____ WHERE CONVICTED _____

DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

PENDING CHARGE _____ DATE _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 7, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Ann Ledvina**
SUBJECT:	**B. Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor Licenses**

ATTACHMENTS:

- Class B Beer & Class B Liquor Applications 6_7_22 (PDF)

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

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07/01/2022 (mm dd yyyy) ending: 06/30/2023 (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: 456102011225103	
FEIN Number: 39-1399196	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	$
☑ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☑ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30
TOTAL FEE	$

Ref #17190

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

St. Norbert College, Inc.

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

President / Member Last Name: Bruess	(First): Brian	(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: Massey	(First): Julie	(Middle Name):	Home Address (Street, City or Post Office, & Zip Code):
Treasurer / Member Last Name: Anfang	(First): Autumn	(Middle Name):	Home Address (Street, City or Post Office, & Zip Code):
Agent Last Name:	(First):	(Middle Name):	Home Address (Street, City or Post Office, & Zip Code):
Directors / Managers Last Name:	(First):	(Middle Name):	Home Address (Street, City or Post Office, & Zip Code):

1. Trade Name St. Norbert College Business Phone Number 920-403-1352
2. Address of Premises see attached Post Office & Zip Code 54115
3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

   see attached

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

   (b) If yes, under what name was license issued? St. Norbert College

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

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

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

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

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☑ No

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title/Member	Date
Massey, Julie	Secretary	04/14/20
Signature	Phone Number	Email Address
	920-403-3014	julie.massey@snc.edu

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
5/10/22			
Date license granted	Date license issued	License number issued	

AT-106 (R. 3-19)

Premise Name and Description	Where Sold	Where Stored	Where Consumed
F.K. Bemis Conference Center 299 Third St.	Lower Lobby, first floor dining room, adjacent lobby, conference rooms on first floor, conference rooms on lower level and lower lobby, first floor patio off dining room	locked cooler and cage in basement	on premise
Michels Commons 409 Third St.	Ruth's Marketplace; including Dales lounge, adjacent lobby and conference rooms, Michels Ballroom on second floor, 1st and 2nd floor patios.	locked cooler in basement kitchen, locked cage in basement storeroom	on premise
Kress Inn 300 Grant St.	Lobby and conference room	kitchen off conf room and in basement	on premise
Ray VandenHeuvel Family Campus Center 419 First St	First floor lounge, outside patio, Phil's Pub, Third floor Reflection lounge	Michels Commons basement cooler and storeroom	on premise

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 7, 2022**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Resolution #22-49 Authorizing Agreement for Consulting Services Between the City of De Pere and McMahon Associates, Inc. (Nelson Family Pavilion Technical Design, Bidding and Construction Management).**

The Board of Park Commissioners, at the May 19, 2022 meeting, approved accepting the proposal from McMahon and Associates for $89,500, plus an additional $2,000 for furniture, fixtures and equipment specifications, for a total of $91,500 for the Design, Bidding and Construction Management Consultant for the Nelson Family Pavilion, The motion passed unanimously with a 6-0 vote.

ATTACHMENTS:

- Reso22-49 (PDF)
- McMahon Associates, Inc.(Nelson Family Pavilion)5-25-22 (PDF)
- Exhibit A-McMahon Associates, Inc.(Nelson Family Pavilion)5-23-22 (PDF)
- Exhibit B-McMahon Associates, Inc.(Nelson Family Pavilion)5-23-22 (PDF)
- Memo.Nelson Pavilion Consultant (DOCX)

RESOLUTION #22-49

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND MCMAHON ASSOCIATES, INC.
(Nelson Family Pavilion Technical Design, Bidding and Construction Management)

WHEREAS, the City is in need of contracting with a consulting firm to provide comprehensive design, bidding and construction management services for the Nelson Family Pavilion, a multi-purpose building in Voyageur Park; and

WHEREAS, McMahon Associates, Inc. has available and offers to provide qualified personnel and professional assistance necessary to accomplish such services within the required timeframe; and

WHEREAS, this matter has been reviewed by the Board of Park Commissioners 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 McMahon Associates, Inc. as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of June, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____
Nays:_____
Board/Committee Approval: 05/19/2022

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND MCMAHON ASSOCIATES, INC.
(Nelson Family Pavilion Technical Design, Bidding and Construction Management)

THIS AGREEMENT made and entered into this ___ day of _____, 2022, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and McMahon Associates, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of contracting with a consulting firm to provide comprehensive design, bidding and construction management services for a multi-use facility in Voyageur Park.

WHEREAS, Consultant has available and offers to provide qualified personnel 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 City's Request for Proposals (Exhibit A) and Consultant's Proposal thereto (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of any exhibit and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with an aerial view of Voyageur Park identifying GIS data and known utilities, the conceptual design and site layout, as well as other applicable information or items concerning the project as are available or indicated in Exhibit A.

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

The City acknowledges the Consultant's documents as instruments of professional service. 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 hereby 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.

Notwithstanding the foregoing, the Consultant shall retain all common law, statutory and other reserved rights, including copyrights in its standard design elements and architectural/engineering details that are neither unique to the City or its affiliates nor related to the business of the City and the City shall be granted a non-exclusive license to reproduce such design elements and architectural/engineering details.

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.

The instruments of service created by Consultant are provided to City pursuant to the scope of services described herein. Modifications to instruments of service may be requested by City and made by Consultant throughout the duration of the project up until such time as final plans are submitted and approved. Consultant shall not be liable for claims that arise from modifications to instruments of service made by the City, or parties acting on behalf of the City, after acceptance and approval of Consultant's final instruments of service.

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B to be paid in a lump sum at the conclusion of each Project Phase identified in Consultant's Proposal. Compensation shall also include an additional $2,000 for furniture, fixtures and equipment specifications, not included on Exhibit B. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and

recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

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

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

XI. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages to the extent which they 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.

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

C. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance

requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

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 reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Consultant through no fault of Consultant. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

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

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not

disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

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

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

XX. NOTICES

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

If to City:	If to Consultant:
City of De Pere	McMahon Associates, Inc.
Attn: City Clerk	Attn: Kevin J. Chevalier, Assoc. AIA
335 South Broadway Street	Project Manager/Project Designer/Construction Management
De Pere, WI 54115	1445 McMahon Drive
	Neenah, WI 54956

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

MCMAHON ASSOCIATES, INC.

By: _____
Michael J. McMahon, AIA, NCARB
Executive Vice President/Senior Architect

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

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Request for Proposals

Nelson Family Pavilion Design, Bid and Construction Management

Request for Proposals

Nelson Family Pavilion Design, Bidding, and Construction Management Services

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Request for Proposals

Nelson Family Pavilion Design, Bidding, and Construction Management Services

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I. Introduction

A. Project Summary

The City of De Pere is seeking proposals from experienced Consultants to provide comprehensive Design, Bidding, and Construction Management services for the construction of a new multi-use facility at Voyageur Park in De Pere, Wisconsin. The City is looking for a firm with a proven track record of delivering complex municipal projects within an established budget.

Preliminary construction estimates for the project are $1 - $1.5 million dollars.

Proposals will be reviewed by the Board of Park Commissioners at their April 21st meeting. The goal is to issue a contract to a consultant by June of 2022.

Your proposal must be submitted to our office by April 11, 2022, at 3:00 pm. Proposals can be submitted either by paper copy or via email to Marty Kosobucki.

B. City Contact Information

Questions related to this RFP should be directed to:

Marty Kosobucki
De Pere Park, Recreation and Forestry Department
925 S. Sixth Street
De Pere, WI 54115
920-339-4065
mkosobucki@deperewi.gov

C. Directions for Submittal of Proposal

Consultants shall submit one (1) hard copy of the proposal along with a .pdf file of the proposal. The .pdf shall be submitted either through e-mail or on a thumb drive prior to the deadline.

Materials must be received at the office of the Director of Parks, Recreation and Forestry by 3:00 pm on April 11, 2022, at the following address:

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

Packages containing the proposal shall be clearly marked on the outside by indicating: **Nelson Family Pavilion Technical Design, Bidding, and Construction Management Proposal.**

D. Pre-Proposal Meeting

There are no pre-proposal meetings planned for this RFP. Questions related to this RFP should be directed, in writing, to Marty Kosobucki, Director of Parks, Recreation and Forestry.

II. Project Description

In August of 2020, City Council hired Sommerville to create a conceptual design of a new multi-use facility in Voyageur Park. Voyageur Park is located at 100 William Street on the east side of De Pere. This building will replace the aging restroom facility. After several months of design and input, a final design was approved in December of 2020.

The design of the facility took into consideration several goals, but most important the facility must blend in the with the naturalistic surroundings of the park. Other goals of the facility include:

- Replace the aging restroom facility.
- Take advantage of the views provided by the Fox River.
- Ability to use as a venue to support multiple special events, including the De Pere Beer Gardens, Yoga in the Park, City Band, Celebrate De Pere, and various run/walks.
- Ability to be used as an entertainment venue where the patio could be used for entertainers with small audiences. In addition, the patio can be used as a stage for larger entertainers facing the "bowl" (large lower green space adjacent to patio).
- Provide for multi-season use.

The project is being funded with mostly private donations. The City received a $500,000 grant from the David and Rita Nelson Foundation. With this generous donation the City approved the concept for this project and began working on the development of a fundraising committee. The fundraising committee officially launched the fundraising campaign at the Mayoral State of the City address on February 23, 2022. As of March 1, 2022, approximately $770,000 has been raised.

Actual bidding of the project will not occur until funding goals have been met; however, the City anticipates construction to begin in late 2022 or early 2023.

It is the intent of the City to hire a Consultant to assist with the following general tasks related to the construction of the Nelson Family Pavilion:

- Complete the technical design.
- Development of the project manual for bidding purposes (project manual shall conform to City of De Pere's bidding standards and specifications).
- Administer the bidding process.
- Assist in the selection of a bidder for construction services.
- Provide construction management services throughout the construction of the facility to ensure plans and specifications are met.

III. Scope of Services

A. Technical Design (defined as all services leading up to bidding of the project):
   1. Kick off meeting with City of De Pere administration staff.
   2. Highlight and make City aware of any concerns with the cost opinion, site, or conceptual design.
   3. Prior to starting technical design, the consultant shall meet with and obtain input and direction from the Board of Park Commissioners on the following topics:
      a. Provide options and recommendations for implementing sustainable, efficient and or cost saving strategies within the design.
      b. Provide options and cost estimates for heating the building. The intent of providing heat to the building is not to make the facility a year-round building but provide for spring/summer/fall use and protection from frost and cold.
      c. Inclusion of furniture, fixtures and equipment shall be included with the Technical Design and project manual.
      d. Discussion and direction on audio, visual and/or technical equipment to be included.
   4. The Consultant shall be responsible for any topographical study or soil boring tests required or needed.
   5. Complete technical specifications suitable for inclusion in the project manual. Technical specifications shall include all drawings and specifications necessary to successfully complete the project both inside and outside of the facility.
   6. Submit plans and technical specifications for any City of De Pere, local and/or state approvals as required. The City shall be responsible for any permitting costs.
   7. Make changes to Technical Specifications and Drawings as required and/or needed by City of De Pere, local and/or state approvals.
   8. Collect and review Product Data and Material Samples. Prepare specifications, including the products, materials and finishes of each component or system.
   9. Prepare a summary of quantities and Construction Cost Opinion.

B. Project Manual and Bidding
   1. Upon completion of the technical specifications and drawings, the Consultant shall lead the development and creation of the project manual for the purposes of competitively bidding the project under Wis. Stats. §62.15. The project manual shall follow the City of De Pere Department of Public Works Standard Specifications for bidding and shall be consistent with the City of De Pere's format for project manuals.
   2. The Consultant shall work cooperatively with City staff to post the project on the City's Quest account.
   3. The Consultant shall pre-qualify bidders according to City requirements.

4. The Consultant shall be actively involved in answering questions during the bidding process and/or addressing amendments to the project manual.
5. The Consultant shall provide the Project Manual in a .pdf to the City.
6. The Consultant shall provide 5 copies of the Project Manual for the purpose of being made available to prospective bidders and staff.

C. Awarding of Bid

The Consultant shall be active in the selection of a contractor and provide their recommendation to the Board of Park Commissioners and Common Council.

D. Construction Management and Administration

Beyond building a facility to the highest standard for the greatest value, the City has the following expectations of the hired consultant during the construction process:

1. The Consultant is expected to lead, manage, and successfully execute the overall construction of the project.
2. Coordinate all local and/or state permits or approvals.
3. Review and approve all shop drawings.
4. At the start of construction, the Consultant shall provide the City with a detailed outline of budget and timeline.
5. Perform construction staking as necessary and when necessary.
6. The Consultant shall conduct regular inspections of the project to ensure the facility is being constructed to the standards set forth in the project manual.
7. The consultant shall take photos to document the progress and adherence to the Project Manual.
8. Administer and coordinate with City Staff and contractor any change orders.
    a. Change orders at the request of the City are intended to accommodate desired changes or alterations to the initial design, amenities, and/or other aspects of the project.
    b. Change orders submitted by the contractor resulting from errors and/or omissions in the technical design provided by Consultant shall be the responsibility of Consultant, unless otherwise agreed to by the City.
    c. All change orders shall be agreed upon in writing.
9. Consultant shall be responsible for the administration of all pay requests. This shall include the receipt and review of requests, any necessary lien waivers, confirmation the work has been successfully completed, and submittal of all pay requests to the Director of Parks, Recreation and Forestry for submittal to Council for final approval and payment.
10. The Consultant shall coordinate a weekly meeting with the contractor, consultant, and City of De Pere staff to review progress and address concerns.
11. The Consultant shall provide leadership and administration of all “after construction” concerns such as facility flaws and warranty work.

IV. Meetings

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

A. Initial meeting with City Staff prior to starting Technical Specifications.
B. Meeting with Park Board and staff to discuss topics identified within the Technical Design Scope of Services.
C. Meetings with staff to address options and selections within the Technical Design.
D. Meeting with Board of Park Commissioners to review and approve final Technical Design.
E. Bid opening.
F. Pre-construction meeting with contractor.
G. Weekly and/or bi-weekly progress meetings with contractor, consultant and City.
H. Regular on-site inspections.
I. Close out meeting with contractor and City of De Pere.
J. Meetings with contractor over warranty work.

V. City Responsibilities

The city will be responsible for the following:

A. Provide input and approve final plans and specifications.
B. Payment for all local and/or state permit fees.
C. Provide guidance on sustainable and/or cost saving strategies for technical design.
D. Provide guidance on inclusion of furniture, fixings, and equipment.
E. Host site for bid opening.

VI. Scheduling

A Consultant will be recommended for approval to the Common Council by the Board of Park Commissioners. Once the approvals are attained City Staff will work promptly to provide the Consultant Agreement to the Consultant and City Officials for execution. Design work shall commence no later than two weeks after an Agreement has been fully signed. Bidding and Construction Management services will follow once the fundraising goals for the facility have been met and the Technical Design and Project Manual has been completed.

VII. Insurance

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:

A. 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.

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

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

VIII. Proposal Submittals

Your proposal should include the following information in the order listed. You may submit your proposal via e-mail to mkosobucki@mail.de-pere.org or deliver, either in person, by courier, or by mail to: City of De Pere Municipal Service Center, 925 S. Sixth Street, De Pere WI 54115. The submittal must be clearly marked as: The Nelson Family Pavilion Proposal.

A. Consultant Background and Information
   Include location of office, years of relevant experience, size of organization, other consultants you may be cooperating with, list of staff and relevant experience, etc.
B. Project Understanding
   Develop a summary of your understanding of the project, what needs to be done, and how you plan to accomplish those tasks.
C. Similar Projects
   1. List a minimum of 3 projects of similar scope and service.
   2. Highlight sustainable and/or cost saving tactics used in developing like facilities.
D. References
   List a minimum of 5 references related to similar work.
E. Project Timeline
   Show a detailed timeline of your plan to successfully complete this project according to the terms of this RFP.
F. Fee
   List a lump sum fee for each component of the project.

IX. Fee

Provide a lump sum fee for each component of the project. Should there be any items outside the scope of services listed in the RFP your firm feels should be included, we encourage the Consultant to include alternate fees for such work.

X. Delivery

The deliverables for this project include the following:

A. Provide technical specifications of the Nelson Family Pavilion in AutoCAD and .pdf.
B. Provide Project Manual for the construction of the Nelson Family Pavilion in a .pdf.
C. Provide a timeline of events to include (but not limited to) kick off meeting, design phase, final design, and completion of items for bid document.

XI. Additional Information

A. Proposed Fee Schedule
B. The City will provide the following information to the Consultant:
   1. Nelson Family Pavilion Conceptual Design and Site Layout
   2. GIS Aerial View of Voyageur Park and known utilities.
C. Sample Consultant Agreement

For questions, please contact Marty Kosobucki at 920-339-8358, or e-mail at mkosobucki@mail.de-pere.org.

Proposed Fee Schedule

Company Name:_____

Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

Item	Fee
Nelson Family Pavilion Design, Bidding and Construction Management	
Technical Design	$
Development of Project Manual, Administer Bidding, and Award of Bid	**$**
Construction Management Pre-con meeting, on-site visits, final walk through, and warranty work	**$**
Total Fee	**$**

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

Item	Cost









12/7/2020

CITY OF DE PERE
Multi-Use Building
DE PERE, WISCONSIN

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12/7/2020

CITY OF DE PERE
Multi-Use Building
DE PERE, WISCONSIN

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PROPOSED PROJECT LOCATION





12/7/2020

CITY OF DE PERE

Multi-Use Building

DE PERE, WISCONSIN

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NOTES:

1. ELECTRICAL AND GAS IS BASED ON LOCATES AND SURVEYED ON SEPTEMBER 2020.
2. WATER MAIN AND SANITARY IS BASED ON GIS.

0 25' 50'

CITY OF DE PERE	VOYAGER PARK	NAME:		BY	DATE	REVISIONS / ISSUES				PAGE NO.
ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115	2020 UTILITY LOCATES	PROJECT #	SURVEYED	SRL	09-2020	NO.	DATE	BY	REMARKS	
OFFICE 920-339-4061 FAX 920-339-4071			DRAWN	XXX	11-2010					
			DESIGNED	XXX	11-2010					
			CHECKED	XXX	11-2010					

G:\Parks\Voyager\Voyager locates 2020.dwg

PROPOSAL

NELSON FAMILY PAVILION DESIGN, BID, & CONSTRUCTION MANAGEMENT

PREPARED FOR

DE PERE®

RUNS DEEPER

APRIL 11, 2022

McMAHON ENGINEERS ARCHITECTS
920.751.4200 MCMGRP.COM

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Section 1 COVER LETTER & BACKGROUND/INFORMATION

April 11, 2022

Marty J. Kosobucki
De Pere Park, Recreation, and Forestry Department
926 South Sixth Street
De Pere, WI 54115

Re: Request for Proposal from City of De Pere
Nelson Family Pavilion Design, Bid, and Construction Management
McM No. M0032-06-99-00001.12

Dear Mr. Kosobucki,

All of us on the McMahon Associates, Inc. (McMAHON) Team are excited to submit our qualifications to assist you in the planning and design of your proposed Nelson Family Pavilion.

As a company that has been serving architectural and engineering needs for over 110 years, McMAHON is ideally suited to successfully complete this design effort. Our team of professionals is comprised of in-house architects, structural engineers, plumbing, ,electrical, HVAC, surveyors, and site civil engineers.

McMAHON has years of experience working with Municipal clients on a wide variety of projects and understands that providing contemporary and sustainable facilities is important to their success. Several of these projects are highlighted in this proposal.

As outlined in this Proposal, McMAHON's history of delivering extraordinary solutions is the direct result of our integrated process that stresses collaboration, communication, research, and innovation. McMAHON embraces the concept of engaging the primary stakeholders in every facet of the project process. With this level of involvement and input, matched with McMAHON's experience and leadership, the integrated process yields a final product that will exceed the City of De Pere's expectations for this design initiative.

Thank you for considering McMAHON for your project. We look forward to working with the City of De Pere. Please feel free to contact me at (920) 751-4200 or mmcmahon@mcmgrp.com for further clarification.

Respectfully,
McMahon Associates, Inc.

Michael J. McMahon, AIA, NCARB
Executive Vice President / Senior Architect

COMPANY OVERVIEW

McMAHON ASSOCIATES, INC. (McMAHON) Our team of over 150 professionals serve our clients from our corporate headquarters in Neenah, Wisconsin along with our Illinois and Indiana regional offices. We share the common goal of delivering our services 'The McMAHON Way', meaning we strive to build long-term client relationships by combining strong core values with a culture for success.

Great emphasis is placed on adding value to all phases of a project. This Value-Added business philosophy combined with our diverse design capabilities contribute to our solid history of repeat business.

The establishment of affiliate companies has allowed us to expand our capabilities as we have grown. Each affiliate complements the other. Our companies offer a broad spectrum of professional services, at a reasonable price, to meet the unique needs of our clients.

The affiliate companies are:

ENGINEERING & ARCHITECTURE:
McMAHON ASSOCIATES, INC. (McMAHON)
Est. 1909

DESIGN/BUILD:
McMAHON, INC.
Est. 1991

PUBLIC/PRIVATE PARTNERSHIPS (P3):
INTEGRATED PUBLIC RESOURCES, LLC (IPR)
Est. 2015

OFFICE LOCATIONS:
Corporate Headquarters: Neenah, Wisconsin
Regional Offices: Machesney Park, Illinois & Valparaiso, Indiana

2020 ENR TOP 500 DESIGN FIRM



OUR SERVICES AND WHO WE SERVE

McMahon Associates, Inc. (McMAHON) offers a **broad spectrum of services**, provided by our in-house staff of professionals

- Municipal Engineering
- Transportation
- Water Resources
- Environment & Ecology
- Parks & Recreation
- Site Development
- Land Surveying
- Geospatial Solutions
- GIS Development
- Architecture
- Building Information Modeling (BIM)
- Wastewater Engineering
- Water Engineering
- Renewable Fuels / Waste-to-Energy
- Structural Engineering
- Industrial Engineering
- Electrical / Controls
- Mechanical HVAC
- Plumbing Design
- Public Safety & Municipal Management
- Funding Strategies, Solutions and Grant Assistance
- Construction Services
- Design-Build
- Public/Private Partnerships (P3)
- Operations Services

Our capabilities are as diverse as the **clients we serve**

- Municipal / Government
- Commercial / Retail
- Healthcare
- K-12 Education
- Higher Education
- Dairy / Food / Beverage
- Manufacturing / Industrial
- Transportation
- Tribal
- Hospitality / Sports / Entertainment
- Cultural
- Energy / Utilities
- Police / Fire / EMS
- Residential



PROJECT TEAM

NELSON FAMILY PAVILION
CITY OF DE PERE

DE PERE
RUNS DEEPER

McMahon Associates, Inc.

Principal-In-Charge
Michael J. McMahon, AIA, NCARB

Project Manager
Kevin J. Chevalier

Civil Engineer
Ronald J. Wolf, PE

Structural Engineer
Daniel J. Brellen, PE, LEED AP

Electrical Engineer
Jill A. FitzSimons, PE

Plumbing Designer
Edward C. Erickson, PSD

HVAC Engineer
Joel B. Clary, PE, MBA, CDG

TEAM BIOGRAPHIES

MICHAEL J. McMAHON, AIA, NCARB
Executive Vice President / Senior Architect



Mike is a licensed architect with over 35 years of experience in his field. This year he celebrates his 16-year anniversary with McMAHON. Mike will act as the Project Architect / Designer and will maintain this involvement throughout the life of the project. Mike has designed and managed many municipal / recreational projects in his career including storage buildings, concession buildings, restrooms, and park shelters.

KEVIN J. CHEVALIER, ASSOC. AIA
Project Manager / Project Designer / Construction Management



Kevin is an AEC Professional with over 20 years of experience in the industry. His experience includes a broad range of project types including everything from industrial facilities to medical facilities and everything in between. This experience has helped Kevin develop a better understanding of how clients, contractors, and design teams communicate their process into successful projects. His knowledge of BIM and technology helps facilitate exceptional project communication between the design team and the client.

RONALD J. WOLF, PE
Municipal & Civil Engineer



Ron is a licensed Civil Engineer with over 25 years of experience in his field and working at McMAHON. Throughout his career Ron has both managed and been an integral Team Member on a variety of design projects that have consisted of small commercial sites, large complex commercial developments, municipal utility installations, and highway / street reconstructions for municipalities and counties. Ron is well rounded; comprehensive experience makes him a valuable Project Team Member that will provide unique and creative insight throughout the duration of the project

TEAM BIOGRAPHIES

DANIEL J. BRELLEN, PE, LEED AP
Associate / Structural Engineer



Dan is a Structural Engineer with 16 years of structural design experience and is the structural group manager. He works closely with design team members to develop structural solutions suited to each project's needs. He has structural engineering experience in the design of commercial, industrial, educational, medical, water / wastewater treatment, and agricultural facilities, as well as bridge and roadway projects. He is a registered Professional Engineer in Wisconsin and LEE-AP Certified.

JILL A. FITZSIMONS, PE
Electrical Engineer



Jill is a licensed Electrical Engineer with over 15 years of experience in the design of electrical building systems for commercial and municipal facilities. Prior to accepting a position with McMAHON, Jill was and Associate Principal at Berg Engineering Consultants in Schaumburg, Illinois. Jill has experience with power, lighting, and special systems designs for various types of building projects, including educational, heathcare, park / recreation, police department, auditoriums, office, maintenance garages, and senior living facilities. Jill has extensive experience with lighting replacement projects that update lighting to IES recommended levels and lighting power density and controls meeting 2015 IECC Energy Code.

TEAM BIOGRAPHIES

EDWARD C. ERICKSON
Plumbing Designer



Ed is a licensed plumbing systems designer with over 35 years of experience in the design of plumbing building systems for commercial, educational, industrial, and municipal facilities. Prior to accepting a position with McMahon Associates, Inc., Ed was designing, estimating, and project managing at Bassett Mechanical in Kaukauna, WI. Ed has experience with sanitary drain, waste and vent, storm drain and vent, acid resistant drain, domestic cold water, domestic hot water, domestic hot water recirculation, non-potable water, protected water, soft water, and many other mediums for various types of building projects, including healthcare, wastewater and water treatment, maintenance garages, funeral homes, restaurants, bars, police departments, jails, utility companies and much more. Ed has experience designing buildings to LEED levels as defined by customer.

JOEL B. CLARY, PE
Mechanical Engineer



Joel joined McMahon Associates, Inc. in 2017 with 20 years of HVAC and Plumbing Design experience. Prior to accepting that position, Joel was the owner of his own mechanical and plumbing design company. Joel did a great deal of work for Oshkosh Truck, City of Oshkosh, and LIM Architects. Joel has experience with HVAC system designs for various types of building projects including repair garages, parking garages, wash bays, office design, kitchen design, school designs, auditoriums, and specializes in geothermal designs. Joel is responsible for HVAC, compressed air, plumbing and humidification design for the MEP Department.

Section 2

UNDERSTANDING OF PROJECT

McMahon Associates, Inc. (McMAHON) has partnered with many municipal clients over the past 30 years on a wide variety of new and renovation projects. We understand this project is to develop a comprehensive design, bidding, and construction management services for the construction of a new facility at Voyageur Park.

Our approach is based upon our Design Process which we have branded as "OPTIMIZE" (attached). Our OPTIMIZE Process parallels the preliminary scope of work you have put forth in this RFP. Please see the Design Schedule in this Proposal which outlines our process and key milestones.

Kevin Chevalier will be the Project Manager for this effort. He will lead all Civil, Structural, and M.E.P. Team Members (all based in our Neenah, WI office) in developing the planning, design, and budgeting for this effort.

It is common for our Team to work with multiple constituents / stakeholders during a project. Below are communication methods we expect to employ for the City of De Pere Nelson Family Pavilion project.

Communication Methods Utilized:

- Project Team list and communications structure determined at kick-off meeting
- Weekly project meetings during design (50% virtual)
- Use of issues and actions list reviewed and updated weekly
- All drawings and documents posted to common access FTP site weekly
- Design meetings with each department to verify program requirements and the final design

UNDERSTANDING OF PROJECT
continued

SCOPE OF SERVICES DESIGN

I. Topographic Survey Services Include:

A. Contact Diggers Hotline for public utility locations within the topographic survey area as outlined on the attached exhibit map.

B. Coordinate with the appropriate City staff to field mark private utilities prior to survey crew being on site.

C. Perform a topographic survey to locate visible site features such as pavements, parking lots with pavement markings, curb and gutter, sidewalks, building structures together with first floor elevations, fences, berms, readily visible property irons, utility features, light poles, pedestals, transformers, markings by Diggers Hotline, sanitary and storm sewer manholes, storm inlets with rim and invert elevations, water valves, hydrants, limits of landscaped areas, standalone trees of 2-inch caliper or larger and limits of wooded areas.

D. Establish horizontal and vertical control points near or within the project area.

E. Prepare an AutoCAD drawing of topographical features as surveyed. Survey map is to include spot elevations and 1-foot contours.

II. Civil Design and Permitting Services Include:

A. Concept Design

1. Review site plan requirements for required site plan submittals and approvals.

2. Meet with City staff to discuss design requirements, including but not limited to, lighting, landscaping, storm sewer, driveway entrance locations, site drainage, stormwater device design, and parking lot traffic patterns.

3. Provide preliminary site design to Owner for approval. Coordinate with Owner on light and landscape locations.

UNDERSTANDING OF PROJECT
continued

B. Site Design

1. Import Owner-approved concept drawings into civil site plan.
2. Prepare an existing conditions base AutoCAD drawing using topographic land survey information. Aerial photography and County LIDAR are to be used as needed throughout the plan set to complement the gathered field date.
3. Provide site grading design.
4. Provide site utility design for water main improvements, sanitary sewer (gravity), and storm sewer that will serve the site.
5. Provide an erosion and sediment control design consisting of:
    a. Prepare an erosion and sediment control plan.
    b. Prepare an erosion and sediment control narrative and sequence of construction.
    c. Perform an erosion and sediment control analysis. Reduce sediment discharge to 5 tons / acre / year.
6. Provide specification for construction details.

C. Permits

1. Prepare and submit a City of De Pere Conditional Use Permit and attend one (1) City Board Meeting / Public Hearing.
2. Prepare and submit a City of De Pere Site Plan Submittal package and coordinate the site plan review process. Includes preparation of exhibits and supporting documents. Provide up to two (2) design revisions, due to staff comments, or formal submittal.
3. Prepare and submit an application to the Wisconsin Department of Safety and Professional Services for Plumbing Review.
4. Prepare and submit an erosion and sediment control permit application and stormwater management permit application for review / approval.

UNDERSTANDING OF PROJECT
continued

III. Geotechnical Services Include:

A. Preparation and solicitation for geotechnical services. City of De Pere to contract directly with the geotechnical consultant.

IV. Architectural Services Include:

A. Kick-off meeting to review proposed project with the project team representatives.

B. Develop program documents for approval by the City.

C. Review preliminary design with Owner's input to select final design.

D. Architectural Schematic Design, Design Development, and Construction Document Phases. We anticipate formal meetings every two weeks during these design phases to review progress.

E. Provide a code review to confirm that the facility is in compliance with Wisconsin Building Codes.

F. Evaluate sustainable and / or energy efficient strategies for the project.

G. Search for applicable grants or incentives for the project.

H. Architectural construction documents.

I. Architectural specifications manual.

J. Provide permitting submittals including drawings, code worksheets, and envelope compliance report. Submit Architectural, Structural, HVAC, Electrical, and Plumbing Drawings for permitting review.

V. Interior Design Services Include:

A. Review of interior finish options with Owner.

B. Specification of interior finishes to be incorporated in Architectural Documents.

C. Owner to select all colors.

UNDERSTANDING OF PROJECT
continued

VI. Structural Services Include:

A. On the basis of Architectural Design requirements of the project, prepare foundation and superstructure drawings: Schematic, Design Development, and Construction Documents Phases.

B. Foundation drawings will consist of foundation plans and foundation details.

C. Superstructure drawings will consist of steel or wood framing plans (as appropriate for the approved structures) and associated details.

D. Structural specifications manual.

E. Prepare structural calculation package. Design of structural systems will be based on the International Building Code.

VII. Electrical Services Include:

A. Design of electrical power and lighting systems: Schematic, Design Development, and Construction Documents Phases.

B. Coordination of low voltage systems. Low voltage system to be design by Owner's vendors.

C. Design of exterior lighting:

1. Review applicable lighting code.
2. Provide photometric plan.
3. Provide exterior light specification, makes and models. Owner to provide information on standards and preferences for fixtures.

D. Electrical construction documents.

E. Electrical specifications.

VIII. HVAC Services Include:

A. Design of heating and distribution systems: Schematic, Design Development, and Construction Documents Phases.

B. HVAC construction documents.

C. HVAC specifications.

D. Provide state submittal of HVAC including drawings and calculation.

UNDERSTANDING OF PROJECT
continued

IX. Plumbing Services Include:

A. Design of new plumbing systems: Schematic, Design Development, and Construction Documents Phases.

B. Plumbing Construction Documents.

C. Plumbing Specifications.

D. State submittal of plumbing including drawings and calculations.

X. Cost Estimating Services Include:

A. Cost opinions for preliminary design options.

B. Updated cost opinions at Schematic, Design Development, and Construction Documents Phases.

XI. Bidding Services Include:

A. Assist the City with posting the project documents on Quest.

B. Review the advertisement and general interest of bidders.

C. Work with the City staff to prequalify bidders.

D. Provide PDF version of drawings and specifications to the City.

E. Participate in the pre-bid conference.

F. Review and approve the question / clarification addenda's during the bid process.

G. Attend the project bid opening.

H. Assist with bid review and evaluation.

I. Assist with post-bid interviews with prospective contractors.

J. Provide recommendation to Board of Public Works and Common Council.

XII. Construction Administration Services Include:

A. Shop drawing review.

B. Answer RFI's from contractors.

C. Generate construction bulletins as needed.

D. Coordinate construction staking with selected contractor to be invoiced.

E. Attend weekly meetings with contractor and owner representatives.

F. Provide compliance statement at completion of project.

G. Follow up and assist City of De Pere during warranty period of work.

UNDERSTANDING OF PROJECT
continued

EXCLUSIONS:

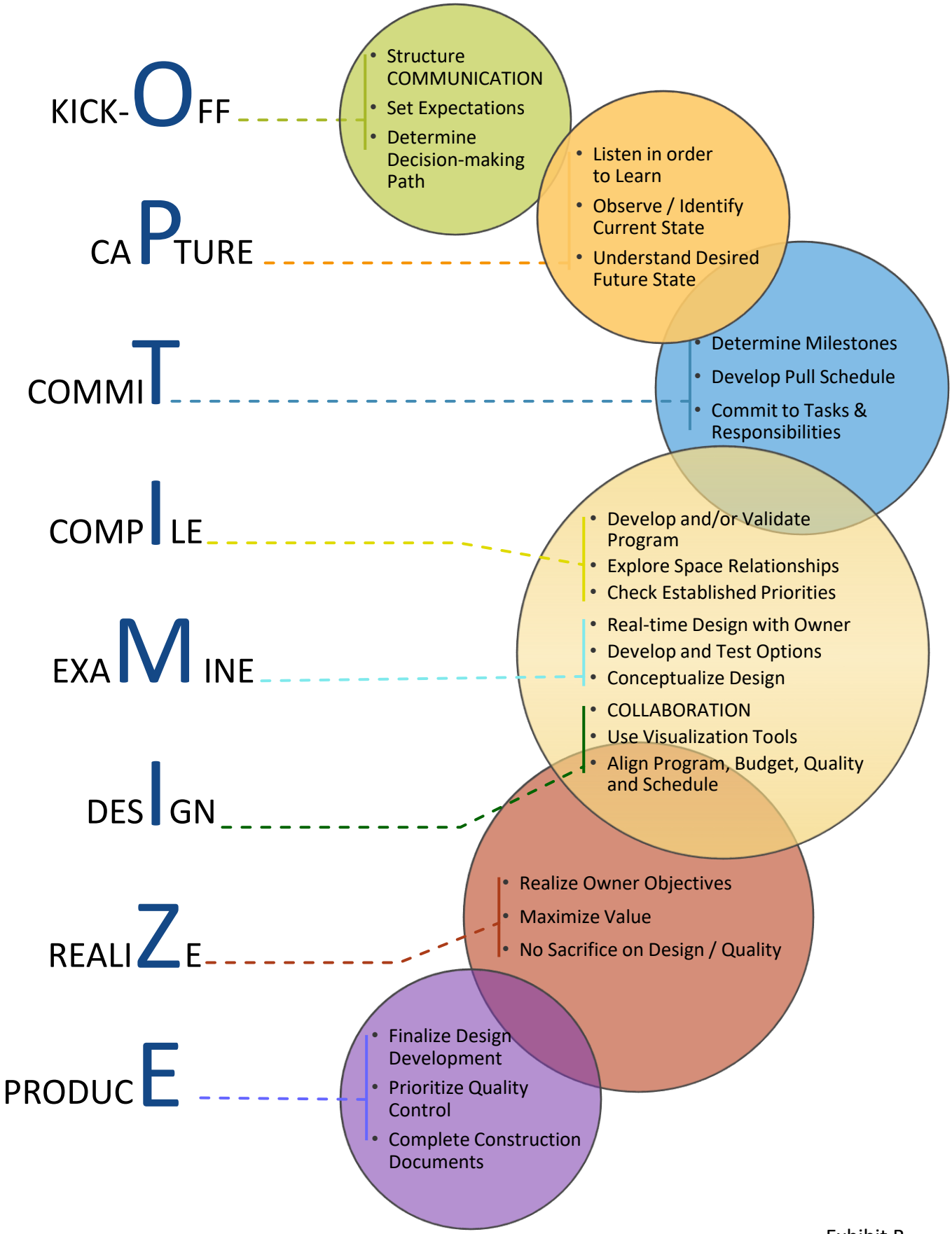
- HVAC energy modeling
- Testing of existing systems
- Wetland delineations
- Phase I ESA
- Hazardous materials assessments
- Site evaluations for stormwater infiltration
- Design of stormwater infiltration devices (it is assumed that the site will be exempt from infiltration requirements
- Materials testing
- Irrigation system design
- Change of zoning
- Geotechnical consulting or monitoring during construction
- Land division / certified survey maps
- Title / easement searches
- Survey to establish boundaries of the individual tax parcel
- Field marking for private utility locations (markings to be performed by the Owner within topographic areas only)
- Fire protection systems design
- Audio-visual / acoustical design
- Artwork design services
- Telephone / data or security equipment design (infrastructure only is included above)
- Furnishings, fixtures, and equipment selection / specification
- Exterior signage
- LEED or green building certifications
- Commissioning beyond the typical standard of care
- Payment of state and local plan review fees
- Redesign efforts necessitated by changes to site and building layout after Owner approval
- Record drawings

SPECIAL TERMS:

The Scope of Services and Fee are based upon the understanding that others will provide the following:

- Any required utility extensions to the project site if not available immediately adjacent to the selected site.
- Owner to provide a single source contact with who all communications is to occur.
- Owner to pay all review, permit, and recording fees.
- Owner to provide such legal, accounting, financial, and insurance counseling services as may be required for the project.
- Owner to provide copies of existing site and building plans.

OPTIMIZE ALL ASPECTS OF YOUR PROJECTS WITH
The McMAHON DESIGN PROCESS...



OPT For Excellence… The McMAHON DESIGN PROCESS

KICK-OFF

Project kick-off sets the tone for a project. Setting clear expectations is important. This includes having the right people at the table as part of the project team. The project team includes individuals from both the owner's staff and McMAHON's design team. It can also include outside stakeholder and contractor members. Each member of the team needs to know what role they play, what expectations they have of other team members, and what other team members expect of them. Once these expectations are clearly defined, communication between team members is structured to allow for the smooth flow of information throughout the project. The decision-making path will vary depending on the owner's internal structure. A successful project includes team members that are empowered to make decisions that will keep a project moving forward.

CAPTURE

The early part of a project involves capturing lots of information. The earlier this information is gathered and the completeness of this information, has a direct positive impact on projects. In order to deliver a successful project McMAHON's design team must first learn about our clients. We learn by listening. What is important to our client? We work with owner to create a list of priorities and in what order those priorities fall. The team establishes an owner vision that acts as a thread throughout the entire project. The priorities and vision are always there to reference and serve to ground the team at points in the project when the path forward may not seem as clear. Every project must move from a current state to a future state. Once McMAHON's design team observes the owner's current state and understands their desired future state, the project team develops a plan to bridge the gap between the two states.

COMMIT

Making commitments and sticking to them is an important part of every project. If every team member does this throughout the project, then all members are able to maximize the value their role is bringing to the project. Project milestones are determined by the project team. Once determined, the team develops a Pull Schedule to understand what tasks all team members must accomplish and in what order to meet the milestone dates. If milestone dates are delayed, the project schedule is delayed. The Pull Schedule is reviewed on a regular basis and revised as needed to keep progress in check. It is a strong yet simple way to organize project tasks in order to pull information when it is truly needed. McMAHON has seen the use of Pull Schedules lead to less rework during design, schedule efficiencies, reduced change orders during construction, and satisfied clients.

COMPILE

A thorough and validated program is the foundation of a well designed project. McMAHON's design team works directly with the owner to establish the project program. The program includes a list of spaces, numbers of spaces, space dimensions, square footage, and specific notes. Multipliers are used to account for circulation, walls, chases, and similar types of space. Total program square footage is used to check alignment with the owner's project budget. With a program established, McMAHON's design team begins to explore space relationships with the owner. With the program and the established list of priorities set at the beginning of the project, a diagrammatic representation of the project plan starts to take form.

EXAMINE

With the owner present, McMAHON's design team uses real-time design to examine options for the project. This interactive and collaborative process happens both electronically and in sketch form. Developing and testing options as a project team leads to a stronger final design. Design sessions where owner stakeholders explore possible layouts and process flow on paper with cut-outs of program spaces helps to establish buy-in for a project and generates the necessary process discussions that often need to happen early on for a project to be successful. McMAHON's design team is able to take this information and create multiple simple design concepts electronically for discussion with the design session group. With the right buy-in from owner stakeholders, this process has generated conceptual designs efficiently and effectively.

DESIGN

Collaboration is essential to the success of the McMAHON Design Process. Collaboration naturally brings communication to a process. It also creates efficiencies that ultimately have a positive impact on projects helping to minimize things like rework, errors, waste, and ultimately leading to reductions in project design schedule and changes during construction. The use of visualization tools like Revit help to fully take advantage of the collaborative process. McMAHON uses 3D visualization in Revit along with renderings and animations to allow owners and the design team to fully understand the project vision early in the project. This early understanding is important. The more that the entire team takes time to create understanding early in the process, the less errors and misunderstandings will occur during construction when changes are costly. McMAHON's process creates this understanding early. Then we align the project program, budget, quality and schedule, and maintain that alignment throughout the design.

REALIZE

Throughout the design process, McMAHON is always looking to Optimize value to the owner. At this stage of the project we want to make sure we've realized that value and the owner's objectives. McMAHON truly believes that owners don't need to sacrifice design and quality. Our design process is built around aligning program, budget, quality, and schedule. This balance in combination with the collaborative process laid out above has lead to many successful projects over many years. We believe in it and have passion for it!

PRODUCE

Prior to completing the construction documents for the project, McMAHON will finalize the design development of the project with the owner and design team in a final collaboration meeting. We also spend time internally focusing on quality control of our documentation. Creating the construction documents is a very streamlined part of our design process due to the focus on gathering more information up front during design. Producing construction documents has truly become just producing. This saves time and cost on our projects. This is another example of maximizing value to the owner - the owner is getting more time spent on thoughts/ideas/innovation which adds value and just the right amount of time on production. In a traditional project more time is spent on production seeking answers and often on rework which adds time and cost.

To learn more about **The McMAHON DESIGN PROCESS** call 920.751.4200 and ask to speak with our company's president, Paul Benedict.

ARCHITECTURE

SUSTAINABLE DESIGN PRINCIPLES



The health of our surroundings not only has a direct impact upon the health of human life; it also impacts the quality of our drinking water, air, soil and thus, the health of every other living organism. Historically, McMAHON has always provided quality design and construction management services that respond to **Sustainable Design** issues. Our in-house staff includes LEED® accredited professionals and excels in LEED® Design.



Buildings and Sustainable Design:

It is our commitment to provide our clients with sustainable, high performance buildings. Our services and expertise allow us to offer an array of sustainable design options to address your unique project goals. These options can range from a few sustainable elements to buildings and sites that push the technological envelope. McMAHON has implemented many types of sustainable elements in educational and other various types of facilities.



Just a few of these elements include:

- High Performance Building Envelope Design
- High Performance Glazing Systems
- Passive and Active Solar Energy
- Reclaimed Heat Systems
- Wind Harvesting
- Cool Day-lighting
- Occupant Sensor Lighting Controls
- Occupant Sensor Heating Controls
- Light Shelves
- Light Louvers
- Sustainable Building Materials
- Low VOC Building Materials
- Green Roofs
- Rainwater Harvesting
- Wet and Dry Ponds
- Bio-Filters
- Prairies



FOR LEAN ARCHITECTURE, IPD & LEED® CONTACT
Marley A. Gast, AIA, NCARB
Associate / Architect
mgast@mcmgrp.com
920.751.4200 ext. 335

ARCHITECTURE

BUILDING INFORMATION MODELING (BIM)

The acronym **BIM** has numerous definitions in the Architectural, Engineering and Construction Industries. While the acronym BIM can define a Building Information Model, this falls short of what BIM really is and does for the industry. At McMAHON, rather than look at BIM as an object, we approach BIM as Building Information Modeling. This quantifies the acronym as more of a process where technology and collaboration are used to create a virtual building / project and allows the design team to make design reviews and performance reviews before anything is constructed. McMAHON has integrated BIM into how we design and how we deliver our services to our clients.











Visual Communication

- McMAHON uses BIM and touch-screen technology to develop the schematic ideas and layouts directly with the client in real time. In using this technology, McMAHON delivers improved client and designer communication, and a drastic reduction of the iterations and back-and-forth design exchanges experienced in traditional methods. This technology also allows brainstorming sessions to become much more collaborative and productive early in the design process.

Project Visualization

- McMAHON uses BIM software to provide 3D views of the project in every phase of the design. Modeling the project allows the client to visualize the built environment and get a sense of relational space that couldn't otherwise be experienced. McMAHON uses a wide variety of tools to cater to our client and project specific needs.

Collaboration

- McMAHON leverages the use of BIM to provide the most cost effective and efficient design we can. Using BIM and collaborating with the different design disciplines, and even the trade contractors early on in the design process, provides an environment where aesthetics, efficiencies, and budget are developed cohesively.

Reality Capture

- McMAHON is implementing digital photogrammetry and point cloud technology to create 3D models of existing structures and terrain. The result is dramatically more effective planning and coordination throughout the design process.

Tools

- Recap-digital photogrammetry
- Revit-modeling and design software
- Navisworks-clash detection and virtual construction collaboration tool
- BIM 360 Glue-virtual walk through and collaboration tool
- Civil 3D-site modeling and design
- Google Earth Pro-preliminary site visualization
- Joinme.com-web conferencing and sketch session collaborations
- Microsoft surface pros and Sharp Aquos boards-production and touch screen collaboration

McMAHON ENGINEERS ARCHITECTS
920.751.4200 MCMGRP.COM

FOR BIM DESIGN, CONTACT
Jennifer J. Scherer
Architectural Designer
jscherer@mcmgrp.com
920.751.4200 ext. 337

Section 3

SIMILAR PROJECTS

PIERCE PARK
PARKS & RECREATION DEPT.
APPLETON, WISCONSIN

PARK PAVILION / BAND SHELTER RENOVATION

BACKGROUND

Pierce Park was established in 1920. The “dance” pavilion, centrally located in the 38-acre park, was designed by Chicago architect Byron H. Jillson in 1926 and was most likely constructed shortly thereafter. An addition to the exterior stage of the pavilion was constructed around 1944. The most recent renovation work on the structure occurred in 2001/2002, but it did not address a few major issues with the existing structure. The basement, located under the interior and exterior stage, was left intact, the rotating band shell was not renovated or removed, and the exterior band shelter/stage was not enlarged. The existing basement continued to be a problem due to water penetration and general deterioration. The band shell was antiquated in size and function and also suffered from general deterioration. The size of the existing exterior stage did not function adequately for the major user groups including the Appleton City Band which runs a summer concert series at this location.





EXISTING STRUCTURE & DESIGN RENDERING

PROJECT

In 2013, McMAHON was tasked to create an enlarged band shelter/stage structure that would enhance and not diminish the historic nature of the existing iconic pavilion, as well as resolve the deficiencies described above.





McMAHON ENGINEERS ARCHITECTS

ST. CROIX CHIPPEWA INDIANS OF WI
HERTEL, WISCONSIN

HERTEL CASINO & C-STORE
NEW CONSTRUCTION





BACKGROUND

The St. Croix Chippewa Indians replaced their existing casino and c-store in Hertel, Wisconsin with a new Greenfield Facility on Hwy 70.

PROJECT

The project consisted of a new 300 slot machine casino with back-of-house facilities; a new convenience store with gas and diesel fuel islands; a 50 seat restaurant; a trucker's lounge facility; smoke shop and associated site work. ***In addition, the property contains an 800 person capacity performance amphitheater and space for community use and a recreational vehicle camp area for 16 vehicles.*** The facility is designed to attract year-round recreational visitors in northwestern Wisconsin.

CHALLENGES

The proposed project involved a full complement of engineering and design disciplines, including the reconstruction of Hwy 70 to provide the necessary acceleration, deceleration and passing lanes needed for the facility. McMAHON provided all engineering and design needed for the highway work, site and building.







McMAHON
ENGINEERS ARCHITECTS

BROWN COUNTY
WISCONSIN

FAIR GROUNDS RESTROOM
NEW CONSTRUCTION

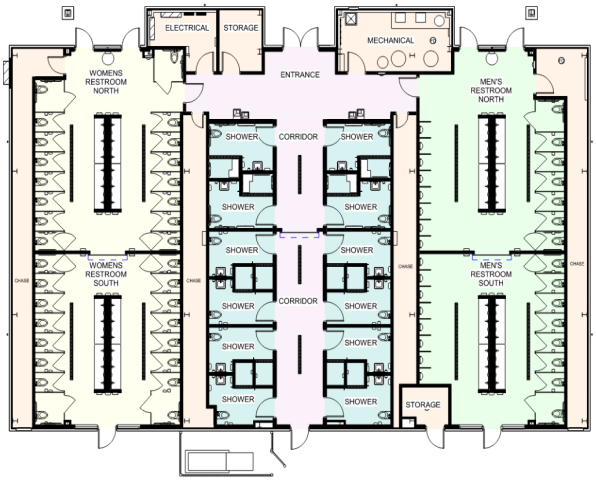
PROJECT

As part of the overall master plan for the Brown County Fair Grounds, McMAHON was awarded the design, bidding and construction administration for a new Restroom Facility and RV-Dumpstation.

The Restroom Facility would replace an existing facility and need to be expanded to accommodate Fair Grounds capacity for larger events. In addition, the facility needed to be designed to establish the design standards for future buildings on the site. The primary design elements include insulated metal panels to represent rural communities and agricultural buildings, in addition to split face concrete block for durability.

Overall, the 6,000-SF Restroom Facility consist of 32 Women's Toilets, 15 Men's Toilets, 16 Men's Urinals, and 12 Shower Rooms that include sinks and toilets. The Shower rooms are intended to be for all users and contain 4 handicap-accessible shower units.

Looking at energy and durability for the restroom facility, the McMAHON design team recommended in-floor heating, as well as an insulated metal panel roof structure and wall structure. These systems will not only be durable for years to come but will also save on overall energy usage of the facility. The facility can also be divided into sections with roll-up doors, allowing for smaller events and reduced energy consumption.







McMAHON ENGINEERS ARCHITECTS

WITTMANN PARK
VILLAGE OF FOX CROSSING
WISCONSIN

PARK DESIGN
REDEVELOPMENT

BACKGROUND

The 25-acre Wittmann Park space includes soccer fields, playground equipment and a pavilion. In 2009, McMAHON assisted the Village with drainage improvements at the park site.



PROJECT

As a follow-up of the drainage improvements project, the redevelopment project included site layout and design of a new pavilion, soccer field, sand volleyball court, tennis court, basketball court and 3,300-ft of recreation trail around the perimeter of the park. McMAHON provided site layout, design, bidding and construction administration services. The project was divided into two phases, beginning in 2015, with completion in 2016.



CHALLENGES

Due to a large wetland located along the north side of the park property, the design of an additional soccer field and recreation trail required permitting through the Wisconsin DNR.



McMAHON
ENGINEERS ARCHITECTS

VILLAGE OF CEDAR GROVE
WISCONSIN

SPORTS COMPLEX PAVILION
NEW CONSTRUCTION

BACKGROUND

The Village of Cedar Grove Master Planning process included the development of a new sports complex to meet the needs of the community. A pavilion within the complex was a part of that need.



PROJECT

The pavilion would not only meet the current needs of the Village, but also address future needs.

Programing for the pavilion included the following features: restrooms, concession area with work island, walk-in cooler, kitchen range and sinks for hand and dish washing. In addition, a storage space was requested for maintenance equipment and a variety of athletic equipment.



Beyond program requirements, the design should address a request that the pavilion be as maintenance-free as possible. This was achieved by selecting masonry and other materials that would withstand the environmental and physical abuse experienced by a public-use facility and require minimal maintenance.

The pavilion design included a covered shelter area that allows for viewing of two separate baseball fields.



CONCEPTUAL RENDERINGS & CONSTRUCTION PHOTO

McMAHON ENGINEERS ARCHITECTS

MEMORIAL PARK
PARKS & RECREATION DEPT.
APPLETON, WISCONSIN

CONCESSIONS BUILDING RENOVATION

BACKGROUND

As part of an overall project to improve its existing baseball fields complex, the City of Appleton Parks Department is planning to renovate its existing toilet/ concessions/ storage building (Jones Building) at Memorial Park in Appleton.

The City had initially intended to demolish the existing Jones building and replace it with a single story building.



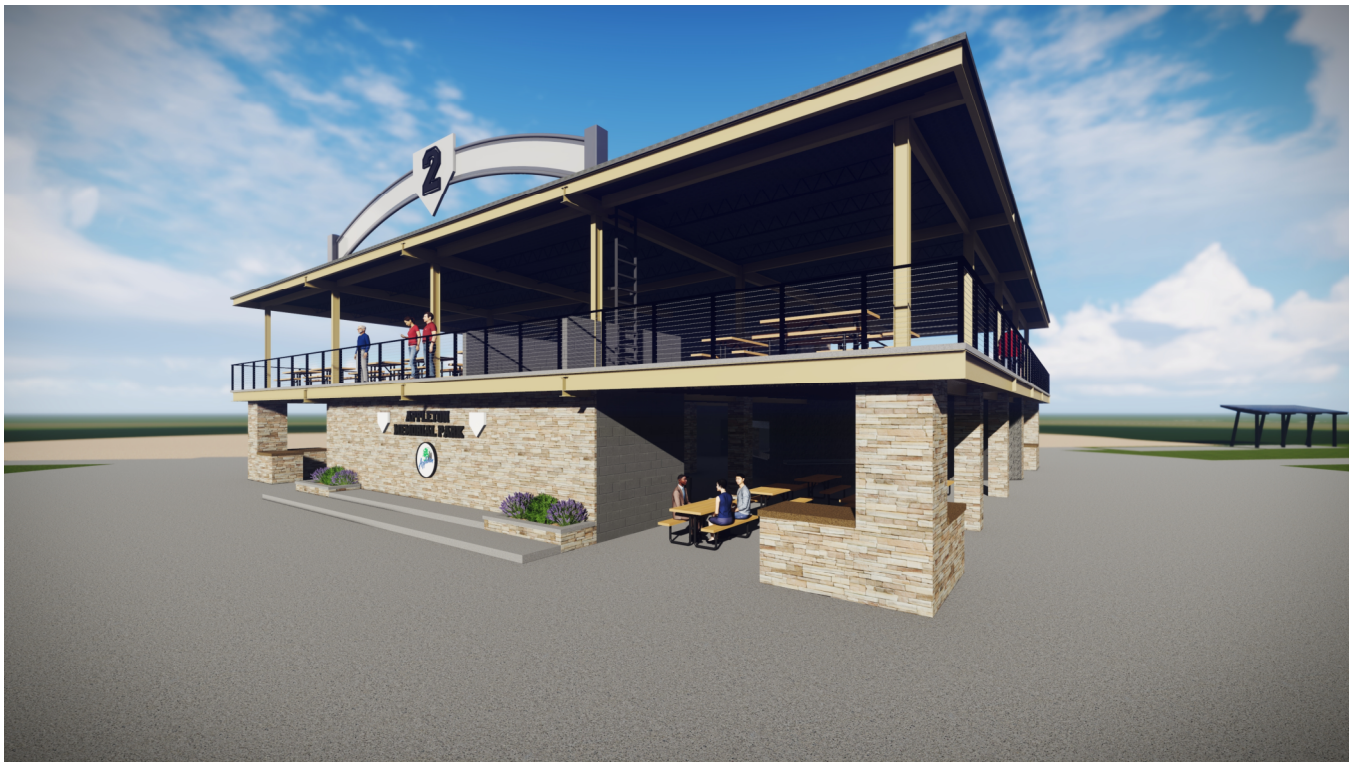
DESIGN RENDERINGS & EXISTING STRUCTURE (Below)



PROJECT

After reviewing the existing structure condition, McMAHON proposed renovating the existing building to become a signature feature at the center of four ball diamonds. The existing building walls will be removed, the existing roof structure, concrete floor structure and steel frame will be retained and remodeled to become an elevated public viewing deck with toilets and concessions below.

The project is pending budget approval in 2021, with construction anticipated in 2022.



McMAHON ENGINEERS ARCHITECTS

Section 4

REFERENCES

OUTAGAMIE COUNTY

Paul Farrell, Maintenance Supervisor
410 S. Elm Street
Appleton, WI
paul.farrell@outagamie.org
(920) 832-1855

VILLAGE OF ASHWAUBENON

Douglas Martin, Director of Public Works
2155 Holmgren Way
Ashwaubenon, WI
dmartin@ashwaubenon.com
(920) 492-2308

VILLAGE OF MACHESNEY PARK

Chad Hunter, Superintendent of Public Works
300 Roosevelt Road
Machesney Park, IL
chadh@machesneypark.org
(815) 877-5432

CITY OF APPLETON

Dean Gazza, Dir. of Parks, Rec., & Facilities Management
100 N. Appleton Street
Appleton, WI
dean.gazza@appleton.org
(920) 832-5905

BROWN COUNTY PARKS

Matt Kriese, Parks Director
2024 Lakeview Drive
Suamico, WI
matt.kriese@browncountywi.gov
(920) 448-4464

Section 5

PROJECT TIMELINE

CITY OF DE PERE

NELSON FAMILY PAVILION PROJECT
PROJECT TIMELINE

DE PERE
RUNS DEEPER

2022

This schedule is preliminary and subject to modification with input from the Owner.

Week (Monday) beginning ▶	MAY					JUN				JUL				AUG					SEP				OCT					NOV				DEC	
	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12
▪ Approve A/E Contract																																	
▪ Kick-Off Meeting																																	
▪ Capture (Gather Existing Information)																																	
▪ Commit (Define Project Schedule)																																	
▪ Compile (Review Current Program)																																	
▪ Examine (Owner Approve Program Document)																																	
▪ Design (Review / Revise Preliminary Design)																																	
▪ Produce																																	
• Schematic Design (30%)																																	
• Owner Approval																																	
• Design Development (60%)																																	
• Owner Approval																																	
• Construction Documents																																	
• Owner Final Review & Approval (90%)																																	
▪ Bidding / Construction																																	
• Bidding																																	
• Contract Negotiations																																	
• Construction Start																																	

Section 6

FEE

Proposed Fee Schedule

Company Name: **McMahon Associates, Inc.**

Company Address: **1445 McMahon Drive**

Company Address: **Neenah, WI 54956**

Company Representative: **Michael J. McMahon**

Signature:

Item	Fee
Nelson Family Pavilion Design, Bidding, and Construction Management	
Technical Design	$ 67,100
Development of Project Manual, Administer Bidding, and Award of Bid	$ 4,500
Construction Management Pre-con meeting, on-site visits, final walk through, and warranty work	$ 17,900
Total Fee	**$ 89,500**

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

Item	Cost
Geotech (Budget Only)	$ 5,000

Contract Edits

Below are proposed edits to the standard De Pere contract. We request these items are modified in the Standard Contract.

- The City acknowledges the Consultant's documents as instruments of professional service. All documents created, maintained, or received during the course of this Agreement, including those in electronic form, shall be deemed the property of the 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 hereby assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which right shall include copyright, or patent rights therein, unless City fails to pay Consultant for such drawings, specifications and other documents, in which case the ownership and all right shall revert to the Consultant.
- Notwithstanding the foregoing, the Consultant shall retain all common law, statutory and other reserved rights, including copyrights in its standard design elements and architectural/engineering details that are neither unique to the City or its affiliates nor related to the business of the City and the City shall be granted a non-exclusive license to reproduce such design elements and architectural/ engineering details.
- City further agrees to indemnify the Consultant from all costs Consultant incurs from claims against Consultant that arise from modifications to instruments of service by the City.

McMAHON ENGINEERS ARCHITECTS McMAHON ASSOCIATES, INC. GENERAL TERMS & CONDITIONS

1. McMAHON ASSOCIATES, INC. (hereinafter referred to as 'McMAHON') will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.

2. The stated fees and Scope of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.

3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.

4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.

5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.

6. McMAHON will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
Bodily Injury - Per Incident / Annual Aggregate	$1,000,000 / $2,000,000
Automobile Liability	
Bodily Injury	$1,000,000
Property Damage	$1,000,000
Professional Liability Coverage	$2,000,000

If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to ten (10) times McMAHON's fee not to exceed to $500,000.

7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.

8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.

9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless McMAHON from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the documents or AutoCAD representations by the Owner or by others acting through the Owner.

10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.

11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications and represent our professional judgment. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against either the Architect or McMAHON.

13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.

14. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. McMAHON shall have no responsibility for such issues or resulting damages.

McMAHON
ENGINEERS ARCHITECTS

FEE SCHEDULE | 2021

McMAHON ASSOCIATES, INC.

Effective: 01/01/2021

LABOR CLASSIFICATION	HOURLY RATE
Principal	$177.00 - $228.00
Senior Project Manager	$177.00
Project Manager	$124.00 - $164.00
Senior Engineer	$156.00 - $164.00
Engineer	$84.00 - $148.00
Senior Engineering Technician	$113.00 - $125.00
Engineering Technician	$79.00 - $103.00
Senior Architect	$150.00 - $168.00
Architect	$117.00 - $140.00
Senior Land Surveyor	$113.00 - $147.00
Professional Administrator Services	$116.00
Public Management Specialist	$113.00 - $123.00
Public Safety Specialist	$113.00 - $123.00
Building Inspector Specialist	$113.00
Land Surveyor	$104.00
K-12 Administrative Specialist	$106.00
Land Surveyor Technician	$72.00 - $93.00
Surveyor Apprentice	$59.00
Senior Account Executive	$59.00
Erosion Control Technician	$79.00
Senior Hydrogeologist	$177.00
Senior Ecologist	$169.00
Environmental Scientist	$84.00 - $96.00
Senior G.I.S. Analyst	$142.00
G.I.S. Analyst	$86.00 - $96.00
Wetland Delineator	$96.00
Senior Designer	$122.00
Designer	$78.00 - $104.00
Senior On-Site Project Representative	$105.00
On-Site Project Representative	$70.00 - $88.00
Plan Review	$124.00
Certified Grant Specialist	$126.00
Graphic Designer	$93.00
Senior Administrative Assistant	$90.00
Administrative Assistant	$71.00
Intern	$38.00 - $58.00
Professional Witness Services	$323.00
Administrator Services	$80.00

This Fee Schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.

NEENAH, WISCONSIN
CORPORATE HEADQUARTERS

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956

Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025

Ph 920.751.4200 | Fax 920.751.4284

Email: MCM@MCMGRP.COM
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD
MACHESNEY PARK, IL 61115

Ph 815.636.9590 | Fax 815.636.9591

Email: MCMAHON@MCMGRP.NET
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2
VALPARAISO, IN 46385

Ph 219.462.7743 | Fax 219.464.8248

Email: MCM@MCMGRP-IN.COM
Web: WWW.MCMGRP.COM

McMAHON
ENGINEERS ARCHITECTS

REIMBURSABLE EXPENSES SCHEDULE | 2021

McMAHON ASSOCIATES, INC.

Effective: 01/01/2021

DESCRIPTION	RATE
REIMBURSABLE EXPENSES:	
Commercial Travel	1.1 of Cost
Delivery & Shipping	1.1 of Cost
Meals & Lodging	1.1 of Cost
Review & Submittal Fees	1.1 of Cost
Outside Consultants	1.12 of Cost
Photographs & Models	1.1 of Cost
Misc. Reimbursable Expenses & Project Supplies	1.1 of Cost
Terrestrial Laser Scanner	$1,500.00
REIMBURSABLE UNITS:	
Photocopy Charges - Black & White	$0.08/Image
Photocopy Charges - Color / 8½" x 11"	$0.45/Image
Photocopy Charges - Color / 8½" x 14" and 11" x 17"	$0.75/Image
Mileage	$0.65/Mile
Mileage - Truck/Van	$0.85/Mile
All-Terrain Vehicle	$60.00/Day
Global Positioning System (GPS)	$21.00/Hour
Global Positioning System (GPS) Mobilization	$100.00/Hour
Hand-Held Global Positioning System (GPS)	$15.00/Hour
Robotic Total Station	$20.00/Hour
Survey Hubs	$0.45/Each
Survey Lath	$0.65/Each
Survey Paint	$4.50/Can
Survey Ribbon	$2.50/Roll
Survey Rebars - 1¼"	$10.00/Each
Survey Rebars - ¾"	$3.00/Each
Survey Rebars - 5/8"	$2.50/Each
Survey Iron Pipe - 1"	$3.00/Each
Survey Plastic or Fiberglass Fence Post - 1"	$2.75/Each
Survey Steel Fence Post - 1"	$4.25/Each
Control Spikes	$1.75/Each

Services subcontracted will be billed to the Owner at invoice cost plus 12%.

Use of special equipment, such as computers, television and sewer cleaning devices, soil density testers, flow meters, samplers, dippers, etc., will be charged to the project per the standard Equipment Rate Schedule, which is available upon request.

NEENAH, WISCONSIN
CORPORATE HEADQUARTERS

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956

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Web: WWW.MCMGRP.COM

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Date: May 19, 2022

RE: Nelson Family Pavilion Project Consultant

At the beginning of the Park Board meeting we will be hosting interviews of the two finalists for the Nelson Family Pavilion Project. To help complete the evening in a timely manner, we will start the Park Board meeting at 5:00 pm. As part of this process, the Park Board will discuss later in the Park Board meeting and select a consultant. Upon approval, the finalist will then be forwarded to City Council consideration and approval.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 7, 2022**
DEPARTMENT:	**Health Department**
FROM:	**Kelly Burke**
SUBJECT:	**Resolution #22-50 Approving Memorandum of Understanding for Locally Hosting an X-Ray Fluorescense (XRF) Device for Lead Abatement Projects Between the City of De Pere Health Department and State of Wisconsin Department of Health Services (DHS) Lead-Safe Homes Program (LSHP).**

Board of Health voted unanimously to approve the MOU at the 5-9-2022 meeting.

ATTACHMENTS:

- Reso22-50 (PDF)
- LSHP_MOU_De Pere HD_XRF Hosting (DRAFT) (PDF)

RESOLUTION #22-50

APPROVING MEMORANDUM OF UNDERSTANDING FOR LOCALLY HOSTING AN X-RAY FLUORESCENSE (XRF) DEVICE FOR LEAD ABATEMENT PROJECTS BETWEEN THE CITY OF DE PERE HEALTH DEPARTMENT AND STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES (DHS) LEAD-SAFE HOMES PROGRAM (LSHP)

WHEREAS, the State of Wisconsin Department of Health Services (DHS) through its Lead-Safe Homes Program (LSHP) is willing to offer the Health Department the opportunity to locally host an X-Ray Fluorescence (XRF) device in the City for use by Health Department staff for lead risk assessment and clearance activities as well as the ability to make the XRF device available to LSHP partners; and

WHEREAS, a Memorandum of Understanding setting forth the responsibilities of each agency is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, this Memorandum has been reviewed by the Board of Health which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the Memorandum of Understanding (Exhibit A), together with subsequent renewals thereof, provided the terms and conditions are substantively similar.

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 7th day of June, 2022.

APPROVED:

_____

James G. Boyd, Mayor

ATTEST:

_____

Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 05/09/2022

Memorandum of Understanding (MOU)
between the
State of Wisconsin Department of Health Services (DHS) Lead-Safe Homes Program (LSHP)
and
De Pere Health Department
for
Locally Hosting an X-Ray Fluorescence (XRF) Device for Lead Abatement Projects

DHS MOU No.:
MOU Amount, If Applicable: N/A
MOU Term Period:

State of Wisconsin Department of Health Services (DHS) Lead-Safe Homes Program (LSHP):
MOU Administrator: Seung Heon (Sean) Rhee
Telephone: 608-709-6243
Email: seungheon.rhee@dhs.wisconsin.gov

De Pere Health Department:
MOU Administrator:
Telephone:
Email:

State of Wisconsin Department of Health Services (DHS) Lead-Safe Homes Program (LSHP) and De Pere Health Department acknowledge that they have read the Memorandum of Understanding (MOU) and any attached documents, understand them and agree to be bound by their terms and conditions. Further, LSHP and De Pere Health Department agree that the MOU and any exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the MOU and supersede all proposals, letters of intent or prior agreements, oral or written and all other communications and representations between the parties relating to the subject matter of the MOU. LSHP reserves the rights to reject or cancel MOUs based on documents that have been altered. This MOU becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by LSHP.

Entity Name: Wi Department of Health Services	Entity Name: De Pere Health Department
Authorized Representative	Authorized Representative
Name: _____	Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

MOU DRAFT

1. PURPOSE AND SCOPE

The following is a **Memorandum of Understanding (MOU)** between State of Wisconsin Department of Health Services (DHS) Lead-Safe Homes Program (LSHP) and De Pere Health Department for the purpose of:

Locally hosting an X-Ray Fluorescence (XRF) device in the De Pere area to make it available to Lead-Safe Homes Program partners and Local Health Department staff for lead risk assessment and clearance activities.

Details on the radioactive material and XRF device:

- Device Type: **Viken Pb200i Lead Paint Analyzer (formerly named Heuresis Corporation Model Pb200i XRF Analyzer)**
- Device Serial #:
- Radioactive Material: **Cobalt-57**
- Chemical and/or physical form: **Sealed source registered either with NRC under 10 CFR 32.210 or with an Agreement State**.

1.1 Scope of Work

1.1.1 LSHP responsibilities:

- Reimburse De Pere Health Department for the cost of any licenses required and/or change any existing license to locally host the XRF device.
- Reimburse De Pere Health Department for the cost of leak testing the XRF device.
- Reimburse De Pere Health Department for the cost of resourcing the XRF device including the shipping cost of the XRF device for resourcing.
- Reimburse De Pere Health Department for the cost of any other maintenance that is required for the XRF device because of an issue that develops during usage and hosting period.
- Provide a list of LSHP partners and Local Health Departments with contact information to De Pere Health Department who are pre-authorized to utilize the XRF device in the local area of De Pere and surrounding counties. For those who are not on this pre-authorized list, De Pere Health Department will request prior approval from LSHP before granting access to the XRF device.
- Communicate to LSHP partners and Local Health Departments of the availability to utilize the XRF device in De Pere and surrounding counties. Also, provide instructions that utilization requests will require a written request with a minimum of three (3) business days in advance, where for urgent requests, De Pere Health Department will make best effort to make the XRF device available.

1.1.2 De Pere Health Department responsibilities:

- Follow all DHS rules and license conditions for hosting XRF device (WISREG 1556 Vol. 1 P-45025: https://www.dhs.wisconsin.gov/publications/p4/p45025.pdf).
- Assign a radiation safety officer who will be responsible for the XRF device.
- Communicate utilization process and expectations to LSHP partners and Local Health Departments before providing access to the XRF device.
- The radiation safety officer is responsible for:
    - Complete and submit, along with a copy of this signed MOU, the license application DPH Form F-45006 (05/10) (https://www.dhs.wisconsin.gov/forms/f4/f45006.pdf) to the Radiation Protection Section.
    - Keep all licenses up to date.
    - Store the XRF device in a secure location. Only authorized personnel should have access to this area and there should be at least one physical barrier (locked door or cabinet).

WORKING DRAFT

- Allow inspections and/or audits by the DHS Radioactive Materials Program.
- Take immediate corrective action to resolve all findings or compliance problems identified by DHS.
- Maintain and keep up-to-date all required records.
- Keep a log of when and where the XRF device is being used and by whom. Provide a quarterly update to LSHP of this log.
- Ensure only properly trained individuals transport or operate the XRF device.
- Conduct leak testing at least every twelve (12) months.
- Conduct an internal audit at least every twelve (12) months (see WISREG 1556 Vol. 1 P-45025 Appendix F).
- Conduct and document inventory inspections of all XRF device equipment every six (6) months.
- Make all necessary arrangements to send the XRF device to Viken Detection for resourcing when necessary.
- Follow all requirements for shipping radioactive materials, including ensuring staff receive U.S. Department of Transportation Hazmat Transportation Training at least every three (3) years and maintaining a UN2911 label on the transportation case.
- Alert LSHP about any problems that arise with the XRF device, or any issues with groups using the XRF device. (For example: not returned in timely manner; returned with an issue not related to normal wear and tear; and/or, used more than once/month.)
- Report any changes in the radiation safety officer staffing to LSHP.
- Return the XRF device to LSHP at the end of the MOU period.
- Submit itemized invoices, with documentation of costs, to LSHP: (by email) DHSLeadSafe@dhs.wisconsin.gov; (by mail) LSHP, 1 West Wilson Street, Room 145, Madison, WI 53703; or, (by fax) 608-223-7702.

- Applicable rules that need to be followed include:
  - Wisconsin Chapter DHS 157 – Radiation Protection Regulatory Guide May, 2010 – Guidance for Portable Gauges or ORF Devices (WISREG 1556 Vol. 1 P-45025): https://www.dhs.wisconsin.gov/publications/p4/p45025.pdf
  - Wisconsin Chapter DHS 157 – Radiation Protection: https://docs.legis.wisconsin.gov/code/admin_code/dhs/110/157.pdf
  - Training Requirements for XRF Users (DHS P-02264 11/2018): https://www.dhs.wisconsin.gov/publications/p02264.pdf
  - U.S. Department of Transportation Hazmat Transport Training Requirements: http://dothazmat.vividlms.com/

2. ACCOUNTABILITY

The contact person(s) and their titles from each agency responsible for monitoring and resolving issues in the MOU.

LSHP Contact Person: Brian Higby
Title: Lead Environmental Health Specialist
Phone Number: 608-590-3780
Email Address: brian.higby@dhs.wisconsin.gov

De Pere Health Department Contact Person: Trista Groth
Title:
Phone Number:
Email Address: tgroth@deperewi.gov

MOU DRAFT

3. REVIEW CYCLE PERIOD

3.1 Length: The agreement will be reviewed every six (6) months.
3.2 Target Review Date, if applicable: 07/01/2022

MOU DRAFT

4. TERMINATION WITH NOTICE

Either party can terminate this MOU with a 30-calendar-day notice. Other technical assistance or projects identified by either party during the MOU will be negotiated and further specified as modifications to this MOU. These modifications will be written and signed by the proper representatives of each agency and identify the exact nature of the assistance to be provided. Fiscal specifications, if any, need to be identified. These agreements will be attached as modifications or as clarifications to this MOU.

MOU DRAFT

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 7, 2022**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #22-51 Redirecting Excess Stadium Tax Allocation from the Streetscape Allocation to the Public Art Allocation.**

ATTACHMENTS:

- Reso22-51 (PDF)
- Definitely De Pere-Redirect Previously Approved Stadium Tax Funds (PDF)

RESOLUTION #22–51

REDIRECTING EXCESS STADIUM TAX ALLOCATION FROM THE
STREETSCAPE ALLOCATION TO THE PUBLIC ART ALLOCATION

WHEREAS, the Common Council, pursuant to Resolution #17-27, allocated $1,300,348.46 in excess stadium tax revenue returned to the City; and

WHEREAS, in addition to depositing such funds into a segregated account, 2015 Wisconsin Act 114, which authorized the return of such excess funds, required municipalities receiving that revenue to adopt a resolution specifying the purpose(s) for which the revenue will be spent and the amount of the revenue(s) to be spent for that purpose; and

WHEREAS, in addition to other projects meeting the above criteria, the Council found that funding Streetscape and Public Art initiatives of Definitely De Pere would benefit economic development in the City and allocated an amount of $150,000 and $100,000, respectively, from said excess tax revenue for those purposes; and

WHEREAS, in March 2021, the Common Council approved Definitely De Pere's request to utilize $25,000 of Streetscape funding to facilitate a Sculpture Walk Project in 2021; however, the project was unable to come to fruition due to COVID-19; and

WHEREAS, the Council believes it prudent to approve the request of Definitely De Pere to redirect the $25,000 assigned to the Sculpture Walk Project under the Streetscape allocation to the Public Art allocation for the purpose of purchasing three sculptures for installation in Downtown De Pere; and

WHEREAS, the Council further finds that installation of permanent sculptures at locations identified as suitable by the Department of Public Works will foster public interaction and enhance economic development in the City.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby redirects the amount of $25,000.00 from the Streetscape allocation of excess stadium tax revenue under Resolution #17-27 and reallocates the same to Public Art initiatives.

BE IT FURTHER RESOLVED THAT:

All revenue not used through the above expenditure and all interest earned on the revenue shall be applied to future City debt payments as determined by the City Administrator and Finance Director.

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 7th day of June, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Request to Redirect Previously Allocated Streetscape and Public Art Funds

Submitted by: Definitely De Pere

Streetscape and Public Art Project History

In February of 2017, the Common Council approved $150,000 of Excess Stadium Tax funds to be allocated to Definitely De Pere for streetscape improvements and $100,000 for public art downtown De Pere.

In March of 2021, Council approved allocating $25,000 of streetscape funds to the Sculpture Walk Project, a seasonal display of public art that was first implemented in 2019. In its inaugural year, 10 sculptures were on display June – October. A People's Choice award and a purchase by an anonymous donor resulted in the acquisition of the 'tree' sculpture titled *The Transformation of Daphne*, and the 'fish' sculpture titled *Papermouth*. Unfortunately, the Sculpture Walk Project did not happen in 2021 due to COVID.

In February of 2019, Council approved allocating $20,000 to commission the Fab Collab, a group of local artists, to create the sculpture titled *Nebulous* that is installed on Main Avenue. The total commission was $15,000, therefor $5,000 is remaining from that project.

Request to Redirect Sculpture Walk and Sculpture Project Funds

Definitely De Pere would like to request redirecting this funding to purchase 3 sculptures that will be installed downtown. The purpose of the Sculpture Walk and Sculpture project was to integrate art to enliven the streetscape, and this would support that goal. Definitely De Pere has worked with the Department of Public Works to identify locations suitable for display of 3 pieces in the public right away. The purchased sculptures will be safe and able to withstand all weather conditions, extreme temperatures, and the interaction of the public.

Funding and Payment Process

Excess Stadium Tax revenue will fund this project in an amount not to exceed $30,000. ($25,000 from Streetscape funds and $5,000 from Public Art funds). Payments are proposed to be made directly to Definitely De Pere. Definitely De Pere will submit invoices and supporting material to the Director of Public Works for review and administrative approval.

Selection and Review Process

Definitely De Pere issues an RFP to artists. Submissions are reviewed by the Public Art Committee based on specific criteria including artistic merit, creativity, public safety, durability in an outdoor setting, and public viewing suitability.

Timeline

Installations will occur late June/early July, 2022.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 7, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Resolution #22-52 Awarding Official City Newspaper Contract.**

ATTACHMENTS:

- Reso22-52 (PDF)
- Exhibit A - 2022 bid (PDF)

RESOLUTION #22-52
AWARDING OFFICIAL CITY NEWSPAPER CONTRACT

WHEREAS, pursuant to Wis. Stats. §985.06, the City of De Pere has advertised and received one effective bid from a qualified newspaper for the printing of Common Council proceedings and legal notices; and

WHEREAS, the sole effective bid was submitted by the *Press Times*.

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 2022-2023 contract year in accordance with its sole 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 7th day of June, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

04.13.22

HYPER LOCAL Press Times™

Locally owned and locally written since 1970
310 W. Walnut St. 4th Floor. Green Bay, WI, 54303 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	$0.5441	$0.4299
2	$1.1439	$0.9037
3	$1.7431	$1.3770
4	$2.3428	$1.8508
5	$2.9420	$2.3241
6	$3.5418	$2.7979

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	9-29-21
4. Issue Frequency	**5. Number of Issues Published Annually**	**6. Annual Subscription Price**
Weekly	52	49.00

7. Complete Mailing Address of Known Office of Publication *(Not printer) (Street, city, county, state, and ZIP+4®)*

310 W Walnut St. 4th Floor Green Bay WI 54303 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)*

310 W Walnut St. 4th Floor Green Bay WI 54303

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 310 W Walnut St. 4th Floor 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	310 W Walnut St. 4th Floor Green Bay WI 54303

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	9-21-21

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)*			5436	5626
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)	277	271
	(2)	Mailed In-County Paid Subscriptions Stated on PS Form 3541 *(Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)*	4498	4601
	(3)	Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®	499	550
	(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)]* ▶			5274	5422
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)*	65	60
e. Total Free or Nominal Rate Distribution *(Sum of 15d (1), (2), (3) and (4))*			65	60
f. Total Distribution *(Sum of 15c and 15e)* ▶			5339	5482
g. Copies not Distributed *(See Instructions to Publishers #4 (page #3))* ▶			97	144
h. Total *(Sum of 15f and g)*			5436	5626
i. Percent Paid *(15c divided by 15f times 100)* ▶			97	96.4

* 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 10-8-21 issue of this publication. ☐ Publication not required.

18. Signature and Title of Editor, Publisher, Business Manager, or Owner	Date
[signature]	9-30-21

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).

PRIVACY NOTICE: See our privacy policy on *www.usps.com*.

Statement of Ownership and Circulation

11. **Bondholders:** Nicolet Bank, 111 North Washington Street, Green Bay, WI 54301

Owners: As of September 21, 2021 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, 416 Polaris Drive, Green Bay, WI 54302, Carole Wood, Trustee, Wood Family Trust, Green Bay, WI 54302, Tom Wood, 2228 W. Seneca, Appleton, WI, 54914, Mike Hollihan, 4393 Trent Drive, Green Bay, WI 54313, Nick Wood, 3651 Bay Settlement Road, Green Bay, WI 54311, Francis & Mary Pietsch, 589 Green Bay Road, PO Box 253, Denmark, WI 54208, David Wood, 1833 Lilac Lane, Green Bay, WI 54302, Daniel Wood, 360 Riverside Drive, Apt. 8C, New York, NY 10025-2750, Rebecca Wood, 2130 Lost Dauphin Road, Apt.2, De Pere, WI 54115.

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Joel Brennan, Secretary
Jana Steinmetz, Administrator

December 15, 2021

KEEP THIS DOCUMENT FOR YOUR RECORDS

Press Times The
Casie Mallien
310 W Walnut St
4th Floor
Green Bay, WI 54303

2022 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, 2022 through December 31, 2022.

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:	5,274	**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	0.7406	0.7406	0.5851
Arial	6	72	18.92	1.5570	1.5570	1.2300
Arial	6	72	28.83	2.3725	2.3725	1.8742
Arial	6	72	38.75	3.1889	3.1889	2.5191
Arial	6	72	48.66	4.0044	4.0044	3.1634
Arial	6	72	58.58	4.8207	4.8207	3.8083
Arial	7	84	9.00	0.6348	0.6348	0.5015
Arial	7	84	18.92	1.3346	1.3346	1.0543
Arial	7	84	28.83	2.0336	2.0336	1.6065
Arial	7	84	38.75	2.7333	2.7333	2.1593
Arial	7	84	48.66	3.4323	3.4323	2.7115

Arial	7	84	58.58	4.1320	4.1320	3.2643
Arial	8	98	9.00	0.5441	0.5441	0.4299
Arial	8	98	18.92	1.1439	1.1439	0.9037
Arial	8	98	28.83	1.7431	1.7431	1.3770
Arial	8	98	38.75	2.3428	2.3428	1.8508
Arial	8	98	48.66	2.9420	2.9420	2.3241
Arial	8	98	58.58	3.5418	3.5418	2.7979
Arial Bold	6	78	9.00	0.6837	0.6837	0.5401
Arial Bold	6	78	18.92	1.4372	1.4372	1.1354
Arial Bold	6	78	28.83	2.1900	2.1900	1.7301
Arial Bold	6	78	38.75	2.9436	2.9436	2.3254
Arial Bold	6	78	48.66	3.6963	3.6963	2.9201
Arial Bold	6	78	58.58	4.4499	4.4499	3.5153
Arial Bold	7	90	9.00	0.5925	0.5925	0.4681
Arial Bold	7	90	18.92	1.2456	1.2456	0.9840
Arial Bold	7	90	28.83	1.8980	1.8980	1.4994
Arial Bold	7	90	38.75	2.5511	2.5511	2.0153
Arial Bold	7	90	48.66	3.2035	3.2035	2.5307
Arial Bold	7	90	58.58	3.8566	3.8566	3.0466
Arial Bold	8	108	9.00	0.4938	0.4938	0.3901
Arial Bold	8	108	18.92	1.0380	1.0380	0.8200
Arial Bold	8	108	28.83	1.5817	1.5817	1.2495
Arial Bold	8	108	38.75	2.1259	2.1259	1.6794
Arial Bold	8	108	48.66	2.6696	2.6696	2.1089
Arial Bold	8	108	58.58	3.2138	3.2138	2.5389
Arial Bold Italic	6	78	9.00	0.6837	0.6837	0.5401
Arial Bold Italic	6	78	18.92	1.4372	1.4372	1.1354
Arial Bold Italic	6	78	28.83	2.1900	2.1900	1.7301
Arial Bold Italic	6	78	38.75	2.9436	2.9436	2.3254
Arial Bold Italic	6	78	48.66	3.6963	3.6963	2.9201
Arial Bold Italic	6	78	58.58	4.4499	4.4499	3.5153
Arial Bold Italic	7	90	9.00	0.5925	0.5925	0.4681
Arial Bold Italic	7	90	18.92	1.2456	1.2456	0.9840
Arial Bold Italic	7	90	28.83	1.8980	1.8980	1.4994
Arial Bold Italic	7	90	38.75	2.5511	2.5511	2.0153
Arial Bold Italic	7	90	48.66	3.2035	3.2035	2.5307
Arial Bold Italic	7	90	58.58	3.8566	3.8566	3.0466
Arial Bold Italic	8	108	9.00	0.4938	0.4938	0.3901
Arial Bold Italic	8	108	18.92	1.0380	1.0380	0.8200
Arial Bold Italic	8	108	28.83	1.5817	1.5817	1.2495
Arial Bold Italic	8	108	38.75	2.1259	2.1259	1.6794
Arial Bold Italic	8	108	48.66	2.6696	2.6696	2.1089
Arial Bold Italic	8	108	58.58	3.2138	3.2138	2.5389
Arial Italic	6	72	9.00	0.7406	0.7406	0.5851
Arial Italic	6	72	18.92	1.5570	1.5570	1.2300
Arial Italic	6	72	28.83	2.3725	2.3725	1.8742
Arial Italic	6	72	38.75	3.1889	3.1889	2.5191
Arial Italic	6	72	48.66	4.0044	4.0044	3.1634
Arial Italic	6	72	58.58	4.8207	4.8207	3.8083
Arial Italic	7	84	9.00	0.6348	0.6348	0.5015
Arial Italic	7	84	18.92	1.3346	1.3346	1.0543
Arial Italic	7	84	28.83	2.0336	2.0336	1.6065
Arial Italic	7	84	38.75	2.7333	2.7333	2.1593
Arial Italic	7	84	48.66	3.4323	3.4323	2.7115
Arial Italic	7	84	58.58	4.1320	4.1320	3.2643
Arial Italic	8	98	9.00	0.5441	0.5441	0.4299
Arial Italic	8	98	18.92	1.1439	1.1439	0.9037
Arial Italic	8	98	28.83	1.7431	1.7431	1.3770

Arial Italic	8	98	38.75	2.3428	2.3428	1.8508
Arial Italic	8	98	48.66	2.9420	2.9420	2.3241
Arial Italic	8	98	58.58	3.5418	3.5418	2.7979

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 **$0.8147** first insert and **$0.6436** 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:	**$0.8147**	
8,0000 or less	0%	$0.8147
8,001-12,000	15%	$0.9480
12,001-16,000	30%	$1.0813
16,001-20,000	45%	$1.2146
20,001-24,000	60%	$1.3480
24,001 and up	75%	$1.4813
Subsequent Insert:	**$0.6436**	
8,0000 or less	0%	$0.6436
8,001-12,000	15%	$0.7489
12,001-16,000	30%	$0.8542
16,001-20,000	45%	$0.9595
20,001-24,000	60%	$1.0649
24,001 and up	75%	$1.1702

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

Report of Renewal - Cor

Liberty Mutual SURETY

National Bond Center
350 E. 96th Street
Indianapolis, Indiana 46240
+1 (888) 844-2663 Fax: +1 (866) 547-4883

Registered: April 14, 2022
Product Segment: Commercial Transactional
Producer Name: TODD PLINER
Agency Code: 971394

Principal:
Brown County Publishing, Inc.
N 2919 County Rd Q Q
Waupaca, Wisconsin 54981

Account:

Agency:
TARTAN INSURANCE AGENCY, INC.
2150 Memorial Dr. Suite 103
Green Bay, Wisconsin 54303

Invoiced To:
Brown County Publishing, Inc.
N 2919 County Rd Q Q
Waupaca, Wisconsin 54981

Obligee:
City of De Pere
335 S. Broadway
De Pere, Wisconsin 54115

Additional Obligee:

LMS Bond Number:	32S615474	**Cross Reference:**	
Bond Period:	07/06/2022 to 07/06/2023	**Transaction Eff. Date:**	07/06/2022
Days Notice:	30 Days	**Premium Period:**	07/06/2022 to 07/06/2023
Company:	The Ohio Casualty Insurance Company	**Renewal Type:**	Continuous Until Canceled
Bond Amount:	1,000 USD	**Class Code:**	500
LMS Bonded Amount:	1,000 USD	**Co-surety:**	

Bond Description:
Publishing

Agency Comments:

Bond Premium:	100.00 USD
Commission:	30.00 USD
Net Premium:	70.00 USD

User: Lockhart, Whitney

Printed: 04/14/2022

HYPER LOCAL Press Times™

Locally owned and locally written since 1970
310 W. Walnut St. 4th Floor Green Bay, WI 54303
920-799-4687

2022-2023 Publication Deadlines

Holiday	Deadline
July 4th	July 6th 9am (Wednesday)
Labor Day (Sept 5th)	Sept 7th 9am (Wednesday)
Veterans Day (Nov. 11)	Nov. 8th 9am **(Tuesday)**
Thanksgiving (Nov. 24th)	Nov. 22nd 9am **(Tuesday)**
Christmas (Dec. 25th)	Dec. 21st 9am (Wednesday)
New Years (Jan 1st)	Dec 28th 9am (Wednesday)
Easter (April 9th)	April 12th 9am (Wednesday)
Memorial Day (May 29th)	May 31st 9am (Wednesday)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 7, 2022**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #22-53 Authorizing Agreement for Consulting Services Between the City of De Pere and Avant Acoustics, LLC (Noise Consultant Services).**

ATTACHMENTS:

- Reso22-53 (PDF)
- Avant Acoustics(Noise Ordinance)5-19-22 (PDF)
- Exhibit A-Avant Acoustics (PDF)
- Exhibit B-Avant Acoustics (PDF)

RESOLUTION #22-53

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND AVANT ACOUSTICS, LLC
(Noise Consultant Services)

WHEREAS, the City is in need of contracting with a firm to provide noise ordinance consultant services; and

WHEREAS, Avant Acoustics, LLC Inc. has available and offers to provide qualified personnel and professional assistance necessary to accomplish such services within the required timeframe.

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 Avant Acoustics, LLC as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

> All City officials, officers, 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 7th day of June, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____

Nays:_____

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND AVANT ACOUSTICS, LLC (Noise Consultant Services)

THIS AGREEMENT made and entered into this ___ day of _____, 2022, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Avant Acoustics, LLC, a Kansas Limited Liability Company, and member of the National Council of Acoustical Consultants ("Consultant").

WITNESSETH

WHEREAS, the City is in need of retaining the services of a firm to provide noise ordinance consultant services; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals dated March 2022 (Exhibit A) and Consultant's Proposal thereto dated May 5, 2022 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with information concerning City's current noise ordinance, zoning districts and various mixed-use properties, in addition to other details applicable to the requested services, 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. AUDITOR ACCESS

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

VII. CONFIDENTIALITY OF INFORMATION

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

VIII. TIME FOR COMPLETION

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

IX. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, in an amount not to exceed $14,500.00 for professional services, payable at the hourly rates indicated and not to exceed $2,750.00 for expenses, 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.

X. RESPONSIBILITY OF CONSULTANT

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

XI. NON-DISCRIMINATION

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

XII. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage for a total of not less than $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.

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

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

XIII. ALLOCATION OF RISKS

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

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

XIV. SUBCONTRACTS

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

XV. ASSIGNMENT

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

XVI. INTEGRATION

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

XVII. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be

inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVIII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that 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 the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XIX.

XIX. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 10 days prior written notice from the City to Consultant and 30 days prior written notice from the Consultant to City. 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 based on work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XX. MEDIATION

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

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

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

XXI. NOTICES

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

If to City:
City of De Pere
Attention: City Clerk
335 South Broadway Street
De Pere, WI 54115

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

If to Consultant:
AVANT ACOUSTICS, LLC
Attention: John M. Hodgson, Technical Operations Manager
14827 West 95th Street
Lenexa, KS 66215

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

AVANT ACOUSTICS, LLC

By: _____
John M. Hodgson
Technical Operations Manager

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

City of De Pere, Wisconsin

Request for Proposal
Noise Consultant Services

March 2022

Exhibit A

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A. PURPOSE OF REQUEST

The City of De Pere, Wisconsin (City) is requesting proposals (RFP) for the purpose of retaining a firm to provide noise ordinance consultant services, which may include conducting a noise study, providing input on the City's current noise ordinance, and proposing updates and/or revisions to the City's municipal code to address noise concerns throughout the City.

Any inquiries/clarifications concerning the request for proposal should be directed by email to Kristen Johnson, Assistant City Attorney at kkjohnson@deperewi.gov and should be received no later than the date specified in the time schedule.

This RFP seeks professional services, and statutory bidding laws do not apply.

B. TIME SCHEDULE

The City intends to use the following timetable for evaluation and selection of a firm:

Week of March 21, 2022	Send out request for proposal (RFP).
April 22, 2022	Deadline for receipt of responses by the City.
May 10, 2022	Finance Committee review and recommendation.
May 17, 2022	Council consideration to award contract.

C. INSTRUCTIONS TO SUBMIT PROPOSAL

1. All responses must be emailed to: Kristen Johnson, Assistant City Attorney kkjohnson@deperewi.gov.

2. Questions should be addressed to Kristen Johnson, Assistant City Attorney via email at kkjohnson@deperewi.gov or 920-339-4042.

3. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of the City of De Pere to do so. The City may require the Firms selected to participate in negotiations, and to submit such price, technical or other revisions in their proposal as may result from negotiations.

4. No official or employee of the City of De Pere involved in the evaluation or approval of a proposal shall have any financial interest, either direct or indirect, in the contract. No official or employee of the City shall exercise any undue influence in the awarding of the contract.

5. Amendment of proposals may be done as follows:

a. By City: Proposals may be amended by the City in response to need for further clarification, specifications and/or requirements changes, new opening date, etc. Copies of the amendment will be emailed to prospective vendors.

b. By Firm**:** Proposals may only be amended after receipt by the City by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by the City.

D. DESCRIPTION OF THE CITY OF DE PERE

The City of De Pere is located in Brown County and is part of the Green Bay metropolitan area. Incorporated in 1890, the City of De Pere covers approximately 13 square miles and has a population of 25,410. The City operates under the Mayor-Council-Administrator form of government. The eight alderpersons represent four districts, serving two-year staggered terms, with one alderperson per district elected every year. The Mayor is elected to serve a two-year term and serves as the City's chief executive officer. The Administrator is appointed by the Common Council and serves as the City's chief administrative officer.

De Pere provides a full range of services typical of municipal governments, including police, fire and emergency medical protection; public works activities such as highway and street maintenance, refuse and recycling collection, water, storm and wastewater utilities; health department; parks and recreation activities; community development activities including planning and zoning enforcement, economic development, and construction inspection; and general and financial administration.

The City is divided into zoning districts, including residential, business, and industrial districts. The City's vibrant downtown districts contain various mixed-use properties including residential, commercial, and public spaces, where the interplay of concurrent uses requires adaptation of the current code to promote co-existence. Residential areas and industrial zones are adjacent in certain areas of the City. With an increase in development throughout the City, staff has seen an increase in noise complaints from residents. In addition to this request for proposals, City staff is currently working with a consultant to revise the city's zoning ordinance, with an expected implementation date in 2023. The City believes revisions to the zoning and noise ordinance taking place in tandem may allow for needed cohesiveness and interplay between the two codes.

E. SCOPE OF GRANT SERVICES

The selected firm shall provide noise ordinance consultant services to meet the City's needs. Specifically, the firm shall review the City's current noise ordinance (De Pere Municipal Code Chapter 146) and provide suggested revisions to the ordinance to bring the code up to today's standards and address ongoing noise issues in the City. In order to identify problem areas and determine appropriate noise levels, the firm may be asked to conduct noise studies throughout various areas of the City, which will be identified with the assistance of City staff. The selected firm may be asked to attend various meetings, including meetings with City staff, and Committee and Council meetings. There may be an opportunity for the firm's representatives to attend some or all of these meetings virtually. Additional services may include a review of and proposed changes to the City's building code related to noise cancelling/isolating requirements for new and existing structures.

F. FIRM PROFILE AND QUALIFICATIONS

A. Profile of the Firm

This section should include information on:

1. The type of organization and size of the Firm.
2. Firm's address.
3. Firm's telephone number.
4. Firm's federal tax identification number.
5. Name, title, address, telephone number and email address of contact person authorized to contractually obligate the firm.
6. The length of time the Firm has been in existence, as well as the length of time the Firm has been consulting with municipalities on noise related concerns.

B. Firm's Qualifications

This section should include the following:

1. Resumes of all key staff members to be assigned to the City. The resumes should include experience and educational information relative to the work proposed. The Firm shall not replace any key staff member without approval of the City, whose approval will not be unreasonably withheld. The resumes may be included as an appendix.
2. Description of the Firm's recent experience with local government clients similar to that being requested. Provide references from at least three prior clients, including the names, titles, addresses, telephone numbers and e-mail addresses of key client staff members.
3. Any other information relevant to the Firm's qualifications for the proposed engagement.
4. The Firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the Firm during the past three years with state regulatory bodies or professional organizations.

G. SERVICE RATES AND FEES

Include a detailed description of the rate or fee structure proposed for noise consulting services listed in this RFP, as well as other services the firm may provide or suggest based upon the identified needs of the City. Hourly or other pertinent rates for your firm to complete each requested service (ordinance update; conducting noise study; meeting attendance) are requested. Final costs will be based on the actual hours of work

provided.

H. CITY CONSULTANT AGREEMENT

If your proposal is accepted and a contract drafted, this RFP and all documents attached hereto including any amendments, the Firm's technical and price proposals, and any other written offers/clarifications made by the Firm to be accepted by the City, will be incorporated into a Consultant Agreement between the City and the Firm, in the form of the attached Sample Consultant Agreement.

The submission of a proposal shall be considered as a representation that the Firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon award by the Common Council, execution of the contract by the proper City officials, and delivery of the fully executed contract to the Firm. Acceptance may be revoked at any time prior to delivery of the fully executed contract to the successful Firm. The contract may be amended only by written agreement between the Firm and the City of De Pere.

AVANT ACOUSTICS®

GOVERNMENT FIRM OVERVIEW

Established in 1964, AVANT ACOUSTICS has cultivated a reputation as a world-class acoustical consulting and audio-visual design firm. Our innovative team of creative professionals can carefully assess the needs of a project and provide efficient solutions for architectural acoustics and audio-visual technology. We believe the best results are achieved by investing proper time in needs assessment, detailed construction documents, and thorough construction oversight and commissioning.

AVANT ACOUSTICS has delivered thousands of projects at every scale from billion-dollar airports to convention centers, sports facilities, performing arts centers, mixed-use developments, and other venues. Our clients return project after project because of our ability to consistently provide practical best-in-class solutions, while protecting the overall project budget and architectural aesthetic and functional goals.

We are focused on enhancing the design team experience with unparalleled project management, and the facility owner and end-user experience by providing appropriate acoustics and technology advocacy and implementation. We hold ourselves to the highest standards of integrity, professionalism and quality control, which shows through exceptional projects time and time again.

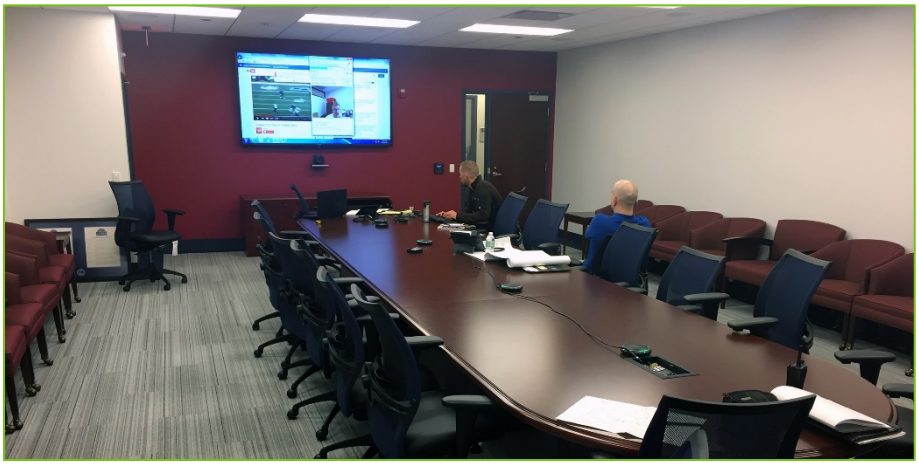
AVANT ACOUSTICS is a proud member of the National Council of Acoustical Consultants (NCAC).



Library of Congress



FEMA Region VII AV Upgrades



Veterans Administration Benefits Regional Office

SERVICES

Audio-Visual System Design
Presentation systems are important to get any message across to your audience. AVANT ACOUSTICS provides custom audio-visual and control system design for almost any type of venue and scale. We perform in-depth needs analysis and created extremely detailed design documentation to ensure that the end product exceeds the client's expectations.

Sound Reinforcement System Design
AVANT ACOUSTICS can design sound systems for any size project, using the latest technology in computer modeling to create unique and cost-effective designs. Technology only works if you know how to use it, so we also rely on our long history of practical experience to make sure our designs will excel in the real world.

Room Acoustics Consultation
Vital to any successful architectural space, AVANT ACOUSTICS provides consultation for proper room shape, size, and layout, along with recommendations for the selection of room finish materials to ensure optimal acoustical characteristics for any space. We can also provide installation details for acoustical treatments and computer models for simulating acoustical conditions.

Noise Control Consultation
As a crucial part of creating a proper acoustic environment, AVANT ACOUSTICS provides consultation for proper room and equipment placement, recommendations and drawing details for interior and exterior construction assemblies and HVAC noise mitigation strategies.

Paging System Design
AVANT ACOUSTICS is an industry leader in paging system design for airport, transportation terminals and convention centers. We are experienced with the latest technology and can design the right system for each project.

Construction Administration
An expert's guidance through the procurement and construction process can ensure the success of a project. AVANT ACOUSTICS performs bid reviews, bid selection assistance and submittal reviews, giving peace of mind to our clients and ensuring the project is done right.

System Commissioning
The secret sauce for our projects. At AVANT ACOUSTICS, our comprehensive on-site commissioning services (sound system equalization, video system setup, and control system interface design and testing) are key to the success of our projects. This service ensures that the system is optimally configured to provide the highest performance possible.

AVANTACOUSTICS®

GOVERNMENT and MILITARY REPRESENTATIVE EXPERIENCE



USACE Emergency Operations Center

Arkansas Army Air National Guard
Auditorium & Classrooms
North Little Rock, Arkansas

City of Belton
City Hall Annex
Boardroom
Belton, Missouri

City of Cedar Rapids
New City Council Chambers
Cedar Rapids, Iowa

City of Excelsior Springs
New Community Center
Excelsior Springs, Missouri

City of Fort Dodge
Aquatic Center
Fort Dodge, Iowa

City of Gladstone
City Hall AV System Design
Gladstone, Missouri

City of Greensboro
Council Chambers
Greensboro, North Carolina

City of Independence
Utilities Building
Independence, Missouri

City of Joplin
Schifferdecker Aquatic Center
Joplin, Missouri

City of Kansas City
Bartle Hall North
Kansas City, Missouri

City of Lawrence
City Commissioner's Room
Lawrence, Kansas

City of Lee's Summit
Senior Center
Lee's Summit, Missouri

City of Marion
New City Hall Building
City Council Chambers
Marion, Iowa

City of Maryland Heights
Main Lobby
City Council Chambers
Executive Conference Room
Maryland Heights, Missouri

City of Olathe
City Council Chambers
Olathe, Kansas

City of Parkville
City Hall
Parkville, Missouri

City of Shawnee
Aquatic Center
Shawnee, Kansas

City of Topeka
City Hall
Municipal Court
Topeka, Kansas

City of West Des Moines
City Hall Council Chambers
West Des Moines, Iowa

AVANTACOUSTICS®

GOVERNMENT and MILITARY REPRESENTATIVE EXPERIENCE, cont.

City of Wichita
City Hall Media Room
Wichita, Kansas

Eglin Air Force Base
Integrated Training Center
Long Range Stand-Off Facility
Valparaiso, Florida

Environmental Protection Agency
Human Studies Facility Laboratories
Chapel Hill, North Carolina

Federal Courthouse Building
New Federal Courts Facility
Kansas City, Missouri

Federal Courthouse Building
New Federal Courts Facility
Omaha, Nebraska

Federal Courthouse Building
Building 61 Seminar Center
Wichita, Kansas

Federal Emergency Management Agency
AV Audit and Upgrades
Kansas City, Missouri

Fort Bragg
SOF Brigade Headquarters
SOF Battalion Complex
SOF 528 BDE HQ, SOF ETF
Fort Bragg, North Carolina

Fort Leavenworth
Building 61 Seminar Center
Fort Leavenworth, Kansas

Fort Sill
Cache Creek Chapel Complex
Lawton, Oklahoma

GSA Bannister Federal Complex Relocation
Kansas City, Missouri

Holloman Air Force Base
Auditorium, Briefing Rooms,
Classrooms, Conference Rooms
Otero County, New Mexico

Kansas National Army Guard
Ops & Training Facilities
Replacement
Topeka, Kansas

Luke Air Force Base
JSF Squadron Operations/AMU
Hangar
Academic Training Center
Luke, Arizona

MacDill Air Force Base SOCOM
JOC Renovation
Building 501B
Building 501D
Building 501E
GNCC Remodel
Tampa, Florida

MacDill Air Force Base US CENTCOM
Headquarters
Joint Intelligence Center
Tampa, Florida

Maine Army National Guard Regional Training Institute
Auditorium
Bangor, Maine

Municipal Building
Topeka, Kansas

Naval Air Station
P420 Air Wing Training Facility
Fallon, Nevada

Naval Air Station
BAMS Addition
Mission Control Complex
Jacksonville, Florida

Offutt Air Force Base
Strategic Planning Conference Room
Bellevue, Nebraska

Richard Bolling Federal Office Building
Café
Social Security Administration
Kansas City, Missouri

State of Arkansas
Statehouse Convention Center
Little Rock, Arkansas

State of Iowa Judicial Branch Building
Atrium, Attorney Offices
Auditorium, Conference Rooms
Court of Appeals, Public Spaces
Judges' Chambers, Library
Rotunda, Supreme Court
Des Moines, Iowa

State of Kansas
East & West Wing Restoration
Supreme Court Building
Topeka, Kansas

State of Missouri
House of Representatives Council Chambers
Jefferson City, Missouri

State of Nebraska
Capitol Restoration
Lincoln, Nebraska

Tinker Air Force Base
LRSB Program Office Auditorium & Conference Rooms
Oklahoma City, Oklahoma

U.S. Army Corps of Engineers
Conference Room Upgrades
Kansas City, Missouri

U.S. Library of Congress
Madison, Jefferson, and Adams Buildings
Kansas City, Missouri

Unified Government of Wyandotte County and Kansas City, Kansas
Commissioners' Chambers
Kansas City, Kansas

Whiteman Airforce Base
Combined Arms Training and Maintenance Facility
Whiteman AFB, Missouri

AVANT ACOUSTICS

Business Information

AVANT ACOUSTICS
14827 W. 95th St.
Lenexa, KS 66215
913-888-9111

Federal Tax I.D.
85-3397686

State of Kansas Tax I.D.
9740085

Official Business Info:
AVANT ACOUSTICS, LLC.
Kansas Corporation
(Taxed as an S-Corp)
Owners:
Dondi Dix and Jerry Roue

MBE Certifications
(All Currently In Process)
Woman Owned
Veteran Owned
Designated Small Business Entity
Disabled Veteran Owned

Website:
www.avantacoustics.com

Company Founding
1964
Coffeen, Fricke & Associates, Inc.
Name changed to AVANT in 2013.

AVANT ACOUSTICS®

JOHN M. HODGSON, CTS-D

Technical Operations Manager

John Hodgson, Technical Operations Manager for AVANT ACOUSTICS, performs a variety of services for clients. In addition to managing projects of all sizes, John performs the design and commissioning of audio-visual systems. He also provides architectural acoustics and noise control consultation. John is responsible for maintaining AVANT ACOUSTICS high standards for our work product and managing all technical staff. He has experience working with many types of facilities throughout the United States, including arenas, airports, performing arts centers, educational facilities, offices, and more. John has over nine years of experience with the company.

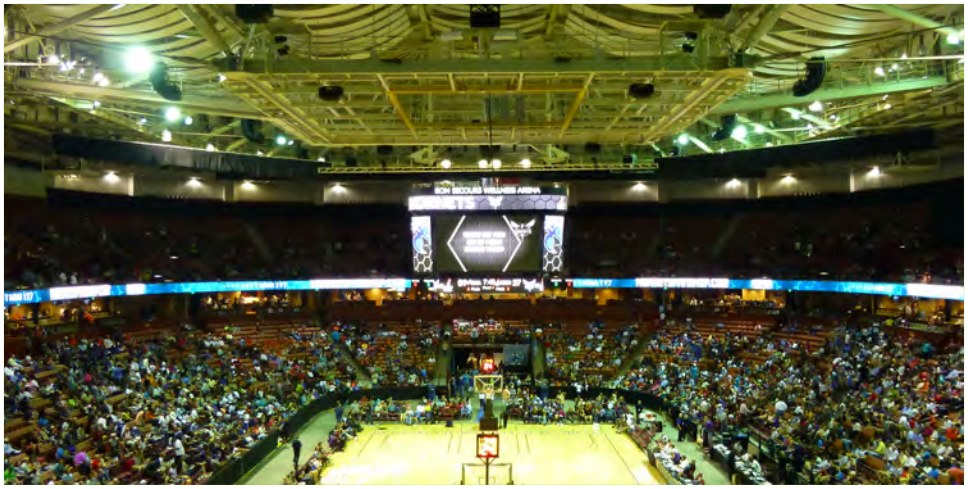
John initially served as an intern at AVANT ACOUSTICS and joined the company full-time after completing his Bachelor of Science degree in Architectural Engineering at the University of Kansas in Lawrence in May of 2010. His education included an emphasis in architectural acoustics, noise control, and sound system design studying under Bob Coffeen.

John is a member of the Acoustical Society of America (ASA), and is a Certified Technology Specialist – Design (CTS-D).



Relevant project experience:

- Bon Secours Wellness Arena, Greenville, South Carolina
- Johnson County Arts & Heritage Center, Overland Park, Kansas
- Kansas Expocentre, Topeka, Kansas
- NCAA Final Four Tournaments, Various Locations
- U.S. Cellular Center Arena, Asheville, North Carolina
- Von Braun Center Arena, Huntsville, Alabama



Bon Secours Wellness Arena



Von Braun Center Arena

AVANT ACOUSTICS®

ANDREW J. VONFELDT

Senior Associate



Andrew VonFeldt, Senior Associate for AVANT ACOUSTICS, is actively involved in room acoustic design and evaluation, mechanical noise control, sound reinforcement system design, audio-visual systems design, control interface design and system commissioning. He has experience with a wide variety of facility types across the U.S., including airports, educational facilities, corporate spaces, convention centers, amphitheaters and more. Andrew has a passion for keeping up-to-date with the latest audio-visual technology and strives to continually hone his skills.

Andrew develops acoustical solutions through the use of EASE (Enhanced Acoustic Simulator for Engineers), EASE Focus, Bose Modeler, INSUL and Trane Acoustics Program (TAP). He is also proficient in Revit and CAD.

Before interning at AVANT ACOUSTICS and joining full-time in 2013, Andrew worked for an audio-visual integrator where he gained practical experience in the design and installation of sound reinforcement and audio-visual systems. This practical experience and a lifelong passion for acoustics provide Andrew with a strong foundation that allows him to help clients to realize their unique goals.

Andrew earned a bachelor's degree in Architectural Engineering with an emphasis in acoustics from Kansas State University in 2013. He is a professional member of the Acoustical Society of America (ASA) and holds is Professional Engineer (PE) Certification in Kansas



Johnson County BOCC Hearing Room



Capitol Federal Amphitheater



Mayo Civic Center

Relevant project experience:

- Johnson County Justice Annex Olathe, Kansas
- Mayo Civic Center, Rochester, Minnesota
- Sedalia Community Center Sedalia, Missouri
- Topeka Municipal Building Renovation, Topeka, Kansas
- White Hall Fine Arts Building Whitehall, Arkansas
- Capitol Federal Amphitheater Andover, Kansas
- Kansas City Museum, Kansas City, Missouri
- Johnson County BOCC Hearing Room Upgrades, Olathe, Kansas
- Grandview Outdoor Shooting Range Grandview, Missouri

AVANT ACOUSTICS

BENJAMIN R. SNOOK

Associate

AVANT ACOUSTICS' Associate Ben Snook provides support on a variety of projects. While his professional focus is acoustics, Ben is also AVANT's resident BIM/CAD expert and produces design documentation in coordination with project design teams. He is proficient with Enhanced Acoustic Simulator for Engineers (EASE), Trane Acoustics Program (TAP), Bose Modeler, Price's All-In-One Engineering Edition and INSUL.

Ben is an alumnus of the University of Kansas, where he studied Architectural Acoustics under AVANT ACOUSTICS' founder Bob Coffeen, as well as French. His project work focuses on topics including theater acoustics, mechanical noise control and variable sound absorption.

When not on the job, Ben enjoys writing, recording and mixing original music at his home studio.



Project experience:

Children's Mercy South Hospital Auditorium – Overland Park, Kansas

Fairfield by Marriott Road Noise Analysis – Rolla, Missouri

Johnson County Arts & Heritage Center – Overland Park, Kansas

New Century Adult Detention Center – New Century, Kansas

University of Arkansas Clinical Mechanical Noise Analysis – Fort Smith, Arkansas

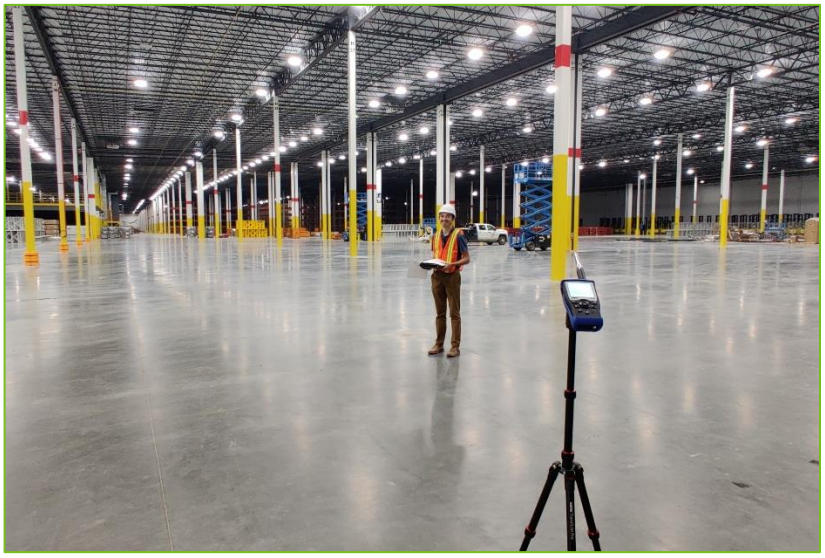
Amazon – Super Bowl Project



New Century Adult Detention Center



Johnson County Arts & Heritage Center



Amazon Super Bowl Project

AVANT ACOUSTICS®

14827 West 95th St. Lenexa, Kansas 66215
ph. 913.888.9111 fx. 913.888.9193

May 5, 2022

Ms. Kristen Johnson
Assistant City Attorney
335 S. Broadway
De Pere, WI 54115

Re: Noise Consultation
De Pere, Wisconsin
AVANT File: C2050

Dear Kristen:

AVANT ACOUSTICS, LLC (Acoustical Consultant) is pleased to submit the following proposal for acoustical consulting and design services to be rendered for the City of De Pere (Owner) in connection with the referenced project.

A. BASIC SERVICES – Noise Ordinance Consultation

1. Noise Ordinance

a. Consultation and recommendations relating to the City Noise Ordinance. Recommendations will pertain only to the technical aspects of the Ordinance relating to noise.

2. Other Services and Assumptions

a. Attendance at an initial virtual meeting to become acquainted with the project and the Owner's requirements and to offer initial comments regarding noise considerations.

b. Recommendations will be transmitted via conferences, telephone calls, letters, and sketches.

B. BASIC SERVICES – City Noise Survey

1. Noise Survey

a. On-site measurement of noise at selected locations across the city. Includes one (1) trip to De Pere, WI for one (1) consultant over three (3) consecutive days. Measurements can include up to two (2) 24-hour measurements and multiple two-minute, five-minute, or thirty-minute noise measurements at selected locations as time allows.

2. Other Services and Assumptions

a. During the site visit, in-person meetings may also be scheduled.

b. After the site visit, a follow-up report will be provided including presentation and analysis of data collected during the site visit, and recommendations for action.

C. ADDITIONAL SERVICES

1. Additional measurement days may be added to the Noise Survey Trip described above.

2. Trip to De Pere, WI for one (1) consultant over one (1) day to attend meetings in-person.

3. Review the Building Code and provide recommendations with regard to acoustics and noise control.

4. Any *additional* services beyond the scope of Basic Services will be performed upon agreement between the Owner and the Acoustical Consultant, and will be compensated for on the basis of a} negotiated hourly rates plus reimbursable expenses, or b} an adjustment in the total maximum fee plus reimbursable expenses.

D. HOURLY RATES FOR PROFESSIONAL SERVICES

1.	Services of Principal Consultants	$200.00 per hour
2.	Services of Senior Consultants	$170.00 per hour
3.	Services of Consultants	$140.00 per hour
4.	Services of Support Staff	$70.00 per hour

E. DAILY RATES FOR PROFESSIONAL SERVICES

1.	Services of Senior Consultants	$1,360.00 per day
2.	Services of additional Consultants	$1,120.00 per day

F. REIMBURSABLE PROJECT COSTS

1. Reimbursement for the following project related costs at a multiplier of 1.0 times direct cost, or as noted herein.

   a. Travel and living expenses (including proper and customary tips) incurred in the performance of service at locations other than in the metropolitan Kansas City area. Automobile mileage will be invoiced at the current published IRS rates.

   b. Drawings and specifications plotting and reproduction.

   c. Overnight express delivery or messenger service when required for expediency.

   d. Rental of acoustical test equipment.

   e. Other expense items incurred with prior approval.

2. Receipts for reimbursable expenses will be kept in our office according to appropriate United States Internal Revenue Service requirements. Receipts for incidental expenses (less than $25.00) may not be kept, and will not be furnished as backup for invoices submitted unless requested as an Additional Service.

G. COMPENSATION AND PAYMENT FOR SERVICES

1. Professional Fees for Basic Services

   a. Fees invoiced for professional services will be calculated on a percentage-completed basis against the total fee and as noted in the table below. Total professional fees will be Fourteen Thousand Five Hundred Dollars ($14,500.00).

Noise Ordinance Consultation..... $4,500.00
City Noise Survey $10,000.00

b. Total reimbursable project costs for Basic Services are estimated not to exceed Two Thousand Seven Hundred and Fifty Dollars ($2,750.00). This amount assumes one (1) trip for one (1) person to De Pere, WI for the City Noise Survey.

2. Professional Fees for ADDITIONAL Services

a. Services related to additional days or consultants added to the Noise Survey Trip will be invoiced at a flat daily rate as listed herein, per day and per consultant plus reimbursable travel and equipment rental costs.

b. Services related to additional trips for in-person meetings will be invoiced at the flat rate of $2,250.00 per trip plus reimbursable travel costs.

c. Services related to the review of the Building Code will be calculated using the hourly rates stipulated herein.

3. Billing and Payment Interval

a. The Acoustical Consultant will submit an invoice approximately once each month for services rendered.

b. Payment will be due within twenty-five (25) days after receipt of the invoice.

c. A service charge of 1.5% per month will be added to balances on accounts with amounts that become due and are not received by the Acoustical Consultant.

H. CONTRACT TERMINATION

1. The Owner may terminate this agreement at any time by ten (10) days' written notice. Notice shall clearly identify termination by using the word "termination," and requesting a final invoice for effort expended prior to termination.

2. The Acoustical Consultant may terminate this agreement by thirty (30) days' written notice. Notice shall clearly identify termination by using the word "termination."

3. In the event of termination by either party, payment for professional fees and expense reimbursement due at the date of termination shall be made as soon as notice is given of amounts due. These amounts may be calculated based on a percentage of completion or standard hourly rates at the Acoustical Consultant's discretion.

I. OTHER TERMS

1. The maximum fees expressed in this proposal will apply to services rendered through the expected completion date of the project, prior to June 2023. Fees for services to be rendered thereafter are subject to negotiation.

2. Any rates expressed in this proposal are subject to adjustment at the beginning of each calendar year, beginning 24 months after the date of this proposal.

3. The only final documents to be prepared by the Acoustical Consultant will be in the form of recommendations, and it is understood that the Acoustical Consultant cannot place the stamp of a "Registered Architect" or "Registered Engineer" on such information, or on any included charts or drawings, should such a stamp be desired.

4. In the event that the Owner or Acoustical Consultant is prevented from performing or is unable to perform any of its obligations under this agreement (other than a payment obligation) due to any act of God, acts or decrees of governmental or military bodies, fire, casualty, flood, earthquake, volcanic activity, war, strike, lockout, pandemic or epidemic, destruction of facilities, protest, riot, insurrection, or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing (collective, a "Force Majeure"), and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. The necessity of means or methods adjustments directly related to the Force Majeure shall create an opportunity for the parties to enter into a good faith renegotiation of contract terms to address the increased costs. If an agreement cannot be reached, the parties agree that either party has the absolute right to terminate this agreement. Termination shall not relieve any payment obligations for work already performed.

5. Unless the Owner withdraws permission in writing, Acoustical Consultant reserves the right to use any written descriptions, pictures, screen shots, photographs, renderings, and/or work products ("Collateral") created by or obtained with permission by Acoustical Consultant's employees or third-party consultants. Collateral may be used in materials and activities promoting Acoustical Consultant's services.

6. The Acoustical Consultant retains all common law, statutory, and other reserved rights, including copyrights, of all Instruments of Service, including Drawings and Specifications. The Owner is granted a nonexclusive license to use these Instruments of Service exclusively for purposes of constructing, using, maintaining, altering and adding to the project described herein upon prompt payment of all agreed upon professional fees. The license granted herein shall permit the Owner to reproduce the Instruments of Service exclusively for the purpose of performing services or construction for the project described in this proposal. Should the Owner rightfully terminate this Agreement, the license granted herein shall terminate. In the event the Owner uses the Instruments of Service outside of the license granted herein, the Owner releases the Acoustical Consultant from all claims and causes of action arising from such uses. The Owner, to the extent permitted by Kansas law, further agrees to indemnify and hold harmless the Acoustical Consultant from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by a third party, but only to the extent such costs and expenses arise from the use of the Instruments of Service outside of the terms of the license granted herein.

If this agreement is satisfactory, please return one signed and dated copy for our files as our authorization to proceed. In the interest of efficient bookkeeping, please indicate the person who is to receive the invoices for services rendered.

Respectfully Submitted:

AVANT ACOUSTICS, LLC

John M. Hodgson
Technical Operations Manager

Accepted By:

CITY OF DE PERE, WISCONSIN

By: _____

Title: _____

Date: _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 7, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Voucher approval.**

ATTACHMENTS:

- 6-7-2022 VOUCHERS (PDF)

PACKET: 06777 JUN 2022 COUNCIL 1 6-7-22
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0302	AIRGAS USA LLC							
	I-9125684686	AIRGAS USA LLC	R	6/07/2022		203.01CR	099142	
	I-9987761191	AIRGAS USA LLC	R	6/07/2022		554.30CR	099142	
	I-9987761192	AIRGAS USA LLC	R	6/07/2022		232.42CR	099142	
	I-9987761193	AIRGAS USA LLC	R	6/07/2022		286.11CR	099142	1,275.84
2982	ALL CITY COMMUNICATIONS							
	I-4699411-040122	ALL CITY COMMUNICATIONS	R	6/07/2022		89.00CR	099143	
	I-4699411-050122	ALL CITY COMMUNICATIONS	R	6/07/2022		92.00CR	099143	181.00
0007	AMBROSIUS SALES & SERVICE							
	I-45635	AMBROSIUS SALES & SERVICE	R	6/07/2022		98.97CR	099144	98.97
7873	AMERICAN CONSERVATION & BILLING SOLUTIONS							
	I-14018	AMERICAN CONSERVATION & BILLIN	R	6/07/2022		1,042.00CR	099145	1,042.00
1781	ASPHALT SEAL & REPAIR INC							
	I-22-13 (1)	ASPHALT SEAL & REPAIR INC	R	6/07/2022		70,649.40CR	099146	70,649.40
8788	BADGE & WALLET							
	I-425783	BADGE & WALLET	R	6/07/2022		195.50CR	099147	195.50
0442	BADGER LABORATORIES INC							
	I-22-52011680	BADGER LABORATORIES INC	R	6/07/2022		630.00CR	099148	630.00
0020	BADGERLAND PRINTING INC							
	I-37900	BADGERLAND PRINTING INC	R	6/07/2022		249.60CR	099149	
	I-38166	BADGERLAND PRINTING INC	R	6/07/2022		191.00CR	099149	
	I-38233	BADGERLAND PRINTING INC	R	6/07/2022		114.00CR	099149	554.60
0023	BATTERIES PLUS LLC							
	I-P51542076	BATTERIES PLUS LLC	R	6/07/2022		30.42CR	099150	30.42
0027	BAY TOWEL INC							
	I-4344386	BAY TOWEL INC	R	6/07/2022		120.40CR	099151	120.40
0028	BAY VERTE MACHINERY INC							
	I-454472-00	BAY VERTE MACHINERY INC	R	6/07/2022		193.72CR	099152	
	I-458960-00	BAY VERTE MACHINERY INC	R	6/07/2022		18.98CR	099152	
	I-459227-00	BAY VERTE MACHINERY INC	R	6/07/2022		313.99CR	099152	526.69
4784	BEACON ATHLETICS LLC							
	I-550138-IN	BEACON ATHLETICS LLC	R	6/07/2022		1,092.20CR	099153	1,092.20

PACKET: 06777 JUN 2022 COUNCIL 1 6-7-22
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0038	BROADWAY AUTOMOTIVE INC							
	I-1080200P	BROADWAY AUTOMOTIVE INC	R	6/07/2022		111.26CR	099154	
	I-1080320P	BROADWAY AUTOMOTIVE INC	R	6/07/2022		256.09CR	099154	
	I-1081017P	BROADWAY AUTOMOTIVE INC	R	6/07/2022		119.74CR	099154	
	I-590490P	BROADWAY AUTOMOTIVE INC	R	6/07/2022		677.02CR	099154	1,164.11
2984	BROWN COUNTY TREASURER							
	I-2022-00000040	BROWN COUNTY TREASURER	R	6/07/2022		2,905.98CR	099155	2,905.98
0050	CAMERA CORNER INC							
	I-INV51832	CAMERA CORNER INC	R	6/07/2022		1,595.50CR	099156	1,595.50
0536	CDW GOVERNMENT INC							
	I-W537250	CDW GOVERNMENT INC	R	6/07/2022		167.39CR	099157	
	I-W568365	CDW GOVERNMENT INC	R	6/07/2022		921.67CR	099157	
	I-W6478811	CDW GOVERNMENT INC	R	6/07/2022		907.72CR	099157	
	I-X111808	CDW GOVERNMENT INC	R	6/07/2022		989.48CR	099157	2,986.26
8443	CINTAS							
	I-4119367824	CINTAS	R	6/07/2022		38.85CR	099158	38.85
1812	CITY OF DE PERE							
	I-P/R DANCE RECITAL	CITY OF DE PERE	R	6/07/2022		697.87CR	099159	697.87
2708	CLEANING SOLUTION SERVICES INC							
	I-22308	CLEANING SOLUTION SERVICES INC	R	6/07/2022		755.72CR	099160	
	I-22309	CLEANING SOLUTION SERVICES INC	R	6/07/2022		752.86CR	099160	
	I-22311	CLEANING SOLUTION SERVICES INC	R	6/07/2022		377.86CR	099160	
	I-22314	CLEANING SOLUTION SERVICES INC	R	6/07/2022		45.76CR	099160	
	I-22317	CLEANING SOLUTION SERVICES INC	R	6/07/2022		645.60CR	099160	2,577.80
5641	CLIA LABORATORY PROGRAM							
	I-202205253031	CLIA LABORATORY PROGRAM	R	6/07/2022		180.00CR	099161	180.00
7997	COMPLETE OFFICE							
	I-AR41492	COMPLETE OFFICE	R	6/07/2022		357.10CR	099162	357.10
7639	CORE & MAIN LP							
	I-Q837050	CORE & MAIN LP	R	6/07/2022		978.00CR	099163	
	I-Q861392	CORE & MAIN LP	R	6/07/2022		560.00CR	099163	1,538.00
8769	CUBIC ITS INC							
	I-90113980	CUBIC ITS INC	R	6/07/2022		55,990.00CR	099164	55,990.00

PACKET: 06777 JUN 2022 COUNCIL 1 6-7-22
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8740	CUMMINS SALES AND SERVICE							
	I-F4-11193	CUMMINS SALES AND SERVICE	R	6/07/2022		300.60CR	099165	
	I-F4-11442	CUMMINS SALES AND SERVICE	R	6/07/2022		143.30CR	099165	
	I-F4-2295	CUMMINS SALES AND SERVICE	R	6/07/2022		1,003.32CR	099165	1,447.22
5668	DE PERE HEALTH DEPT							
	I-202205273039	DE PERE HEALTH DEPT	R	6/07/2022		128.00CR	099166	
	I-202205273040	DE PERE HEALTH DEPT	R	6/07/2022		448.00CR	099166	
	I-202205273041	DE PERE HEALTH DEPT	R	6/07/2022		258.00CR	099166	
	I-202205273042	DE PERE HEALTH DEPT	R	6/07/2022		258.00CR	099166	
	I-202205273043	DE PERE HEALTH DEPT	R	6/07/2022		198.00CR	099166	
	I-202205273044	DE PERE HEALTH DEPT	R	6/07/2022		448.00CR	099166	
	I-202205273045	DE PERE HEALTH DEPT	R	6/07/2022		258.00CR	099166	1,996.00
8790	DETECTACHEM INC							
	I-INV07044	DETECTACHEM INC	R	6/07/2022		226.32CR	099167	226.32
3212	DIXON ENGINEERING INC							
	I-22-0442	DIXON ENGINEERING INC	R	6/07/2022		1,450.00CR	099168	1,450.00
4915	ENVIROTECH EQUIPMENT CO, LLC							
	I-22-0018248	ENVIROTECH EQUIPMENT CO, LLC	R	6/07/2022		5,928.58CR	099169	5,928.58
0331	FERGUSON WATERWORKS #1476 INC							
	I-359628	FERGUSON WATERWORKS #1476 INC	R	6/07/2022		240.00CR	099170	240.00
0098	FLY ME FLAG CO INC							
	I-7839	FLY ME FLAG CO INC	R	6/07/2022		179.00CR	099171	179.00
0835	FOSTER COACH SALES INC							
	I-23987	FOSTER COACH SALES INC	R	6/07/2022		136.05CR	099172	
	I-23991	FOSTER COACH SALES INC	R	6/07/2022		88.00CR	099172	224.05
0105	FOX SPECIALITY COMPANY							
	I-48970	FOX SPECIALITY COMPANY	R	6/07/2022		103.69CR	099173	103.69
7767	FREEDOM OVERHEAD DOORS							
	I-44900	FREEDOM OVERHEAD DOORS	R	6/07/2022		110.00CR	099174	110.00
3655	FUN EXPRESS LLC							
	I-716731513-01	FUN EXPRESS LLC	R	6/07/2022		131.08CR	099175	131.08

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VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0111	GAT SUPPLY INC							
	I-396377-1	GAT SUPPLY INC	R	6/07/2022		128.00CR	099176	128.00
8347	GFL ENVIRONMENTAL							
	I-U60000073470	GFL ENVIRONMENTAL	R	6/07/2022		581.46CR	099177	581.46
2544	GLOBAL RECOGNITION INC							
	I-215183	GLOBAL RECOGNITION INC	R	6/07/2022		2,391.15CR	099178	
	I-215221	GLOBAL RECOGNITION INC	R	6/07/2022		62.60CR	099178	2,453.75
7764	GREAT AMERICA FINANCIAL SVCS							
	I-31583466	GREAT AMERICA FINANCIAL SVCS	R	6/07/2022		362.19CR	099179	362.19
0446	HAWKINS INC							
	I-6183659	HAWKINS INC	R	6/07/2022		3,907.48CR	099180	3,907.48
0912	HEID MUSIC CO							
	I-3023099	HEID MUSIC CO	R	6/07/2022		228.00CR	099181	228.00
7208	HOLIDAY WHOLESALE							
	C-1075052	HOLIDAY WHOLESALE	R	6/07/2022		88.20	099182	
	C-1081838	HOLIDAY WHOLESALE	R	6/07/2022		1.10	099182	
	C-1083314	HOLIDAY WHOLESALE	R	6/07/2022		1.10	099182	
	I-1066752	HOLIDAY WHOLESALE	R	6/07/2022		575.96CR	099182	
	I-1066753	HOLIDAY WHOLESALE	R	6/07/2022		484.95CR	099182	
	I-1070895	HOLIDAY WHOLESALE	R	6/07/2022		233.25CR	099182	
	I-1070896	HOLIDAY WHOLESALE	R	6/07/2022		607.75CR	099182	
	I-1081079	HOLIDAY WHOLESALE	R	6/07/2022		178.95CR	099182	
	I-1081080	HOLIDAY WHOLESALE	R	6/07/2022		356.95CR	099182	2,347.41
5674	HOME TEAM SPORTS & APPAREL INC							
	I-42972	HOME TEAM SPORTS & APPAREL INC	R	6/07/2022		537.31CR	099183	537.31
8791	IEDC							
	I-202205253032	IEDC	R	6/07/2022		455.00CR	099184	455.00
1399	INDOFF INC							
	I-3564386	INDOFF INC	R	6/07/2022		65.33CR	099185	
	I-3566194	INDOFF INC	R	6/07/2022		17.60CR	099185	
	I-3567288	INDOFF INC	R	6/07/2022		88.75CR	099185	
	I-3567997	INDOFF INC	R	6/07/2022		500.12CR	099185	671.80

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0362	JOHNSON CONTROLS FIRE PROTECTION LP							
	I-22902750	JOHNSON CONTROLS FIRE PROTECTI	R	6/07/2022		250.00CR	099186	
	I-41550190	JOHNSON CONTROLS FIRE PROTECTI	R	6/07/2022		5,150.47CR	099186	5,400.47
6688	KIM JOHNSON							
	I-202205253033	KIM JOHNSON	R	6/07/2022		47.41CR	099187	47.41
8364	JOHNSTONE SUPPLY							
	I-6035707	JOHNSTONE SUPPLY	R	6/07/2022		53.76CR	099188	53.76
3986	KIMPS ACE HARDWARE CORP							
	I-393215	KIMPS ACE HARDWARE CORP	R	6/07/2022		73.91CR	099189	73.91
1509	KNOX COMPANY							
	I-SO-KA-240878	KNOX COMPANY	R	6/07/2022		9,905.60CR	099190	9,905.60
3140	KUNDINGER FLUID POWER INC							
	I-50692677	KUNDINGER FLUID POWER INC	R	6/07/2022		1,343.22CR	099191	1,343.22
0153	LAFORCE INC							
	I-1191621	LAFORCE INC	R	6/07/2022		28.50CR	099192	
	I-1191968	LAFORCE INC	R	6/07/2022		45.00CR	099192	73.50
8757	LEAGUE OF WI MUNICIPALITIES							
	I-84545	LEAGUE OF WI MUNICIPALITIES	R	6/07/2022		50.00CR	099193	
	I-84546	LEAGUE OF WI MUNICIPALITIES	R	6/07/2022		50.00CR	099193	100.00
7063	LEAVES INSPIRED TREE NURSERY LLC							
	I-747	LEAVES INSPIRED TREE NURSERY L	R	6/07/2022		5,263.26CR	099194	5,263.26
7875	LF GEORGE INC							
	I-IC84020	LF GEORGE INC	R	6/07/2022		656.45CR	099195	
	I-IC84025	LF GEORGE INC	R	6/07/2022		469.03CR	099195	1,125.48
2044	LIGHTHOUSE TITLE INC							
	I-202205253034	LIGHTHOUSE TITLE INC	R	6/07/2022		75.00CR	099196	75.00
8197	DANIEL J LINDSTROM							
	I-202205253035	DANIEL J LINDSTROM	R	6/07/2022		2,708.35CR	099197	2,708.35
5635	MATTHEW T MAGNO							
	I-202205253036	MATTHEW T MAGNO	R	6/07/2022		50.55CR	099198	50.55

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8744	MATHEWSON MONUMENTS							
	I-4412B	MATHEWSON MONUMENTS	R	6/07/2022		7,802.00CR	099199	7,802.00
3216	ALAN MATZKE							
	I-202205263038	ALAN MATZKE	R	6/07/2022		50.00CR	099200	50.00
0173	MENARDS INC							
	I-97653	MENARDS INC	R	6/07/2022		4.99CR	099201	
	I-97977	MENARDS INC	R	6/07/2022		118.49CR	099201	
	I-98030	MENARDS INC	R	6/07/2022		9.06CR	099201	
	I-98043	MENARDS INC	R	6/07/2022		44.96CR	099201	
	I-98225	MENARDS INC	R	6/07/2022		64.99CR	099201	
	I-98353	MENARDS INC	R	6/07/2022		84.95CR	099201	
	I-98439	MENARDS INC	R	6/07/2022		8.48CR	099201	
	I-98444	MENARDS INC	R	6/07/2022		5.99CR	099201	
	I-98493	MENARDS INC	R	6/07/2022		2.24CR	099201	
	I-98577	MENARDS INC	R	6/07/2022		39.84CR	099201	
	I-98578	MENARDS INC	R	6/07/2022		24.08CR	099201	
	I-98586	MENARDS INC	R	6/07/2022		201.94CR	099201	
	I-98773	MENARDS INC	R	6/07/2022		12.79CR	099201	
	I-98791	MENARDS INC	R	6/07/2022		57.70CR	099201	680.50
VOID	VOID CHECK		V	6/07/2022			099202	**VOID**
8792	MINNESOTA REC AND PARK ASSOC							
	I-10448	MINNESOTA REC AND PARK ASSOC	R	6/07/2022		125.00CR	099203	125.00
0180	MONROE TRUCK EQUIPMENT INC							
	I-R43429	MONROE TRUCK EQUIPMENT INC	R	6/07/2022		1,412.38CR	099204	1,412.38
8266	MOTOROLA SOLUTIONS INC							
	I-8281374121	MOTOROLA SOLUTIONS INC	R	6/07/2022		253.74CR	099205	
	I-8281379241	MOTOROLA SOLUTIONS INC	R	6/07/2022		45.76CR	099205	299.50
1475	MUNICODE							
	I-CA007B83-0002	MUNICODE	R	6/07/2022		295.00CR	099206	295.00
0531	NORTHEAST AUTO PARTS INC							
	I-366711	NORTHEAST AUTO PARTS INC	R	6/07/2022		152.21CR	099207	
	I-366786	NORTHEAST AUTO PARTS INC	R	6/07/2022		26.96CR	099207	
	I-366787	NORTHEAST AUTO PARTS INC	R	6/07/2022		26.96CR	099207	
	I-366788	NORTHEAST AUTO PARTS INC	R	6/07/2022		171.54CR	099207	
	I-36688	NORTHEAST AUTO PARTS INC	R	6/07/2022		72.57CR	099207	
	I-366936	NORTHEAST AUTO PARTS INC	R	6/07/2022		123.26CR	099207	
	I-366959	NORTHEAST AUTO PARTS INC	R	6/07/2022		45.57CR	099207	
	I-367038	NORTHEAST AUTO PARTS INC	R	6/07/2022		74.80CR	099207	
	I-367167	NORTHEAST AUTO PARTS INC	R	6/07/2022		23.34CR	099207	
	I-367322	NORTHEAST AUTO PARTS INC	R	6/07/2022		24.19CR	099207	
	I-367513	NORTHEAST AUTO PARTS INC	R	6/07/2022		10.49CR	099207	751.89

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8019	OFFICE ENTERPRISES INC							
	I-510319	OFFICE ENTERPRISES INC	R	6/07/2022		299.99CR	099208	299.99
0194	OLSON TRAILER & BODY LLC							
	I-77298CM	OLSON TRAILER & BODY LLC	R	6/07/2022		156.86CR	099209	156.86
8327	OSBURN ASSOCIATES INC							
	I-292787	OSBURN ASSOCIATES INC	R	6/07/2022		571.50CR	099210	571.50
0197	PACKER CITY INTL TRUCKS INC							
	I-X101159969:01	PACKER CITY INTL TRUCKS INC	R	6/07/2022		254.85CR	099211	254.85
1331	PACKER FASTENER & SUPPLY INC							
	I-696333	PACKER FASTENER & SUPPLY INC	R	6/07/2022		154.03CR	099212	
	I-696574	PACKER FASTENER & SUPPLY INC	R	6/07/2022		6.45CR	099212	160.48
0584	PATRICK ZELZER AND ASSOCIATES							
	I-ZEL-2022001239	PATRICK ZELZER AND ASSOCIATES	R	6/07/2022		75.00CR	099213	75.00
0208	POMP'S TIRE SERVICE INC							
	I-90077733	POMP'S TIRE SERVICE INC	R	6/07/2022		557.04CR	099214	
	I-90077846	POMP'S TIRE SERVICE INC	R	6/07/2022		36.80CR	099214	593.84
0395	PRO ONE JANITORIAL INC							
	I-184426	PRO ONE JANITORIAL INC	R	6/07/2022		1,280.00CR	099215	1,280.00
5402	R & R INDUSTRIES INC							
	I-621733	R & R INDUSTRIES INC	R	6/07/2022		216.03CR	099216	216.03
7584	R LEWIS TECHNOLOGIES INC							
	I-12388	R LEWIS TECHNOLOGIES INC	R	6/07/2022		55.00CR	099217	55.00
0225	RED D MIX CONCRETE INC							
	I-85620	RED D MIX CONCRETE INC	R	6/07/2022		319.20CR	099218	
	I-85872	RED D MIX CONCRETE INC	R	6/07/2022		144.60CR	099218	463.80
0158	ROBERT E LEE & ASSOCIATES INC							
	I-81860	ROBERT E LEE & ASSOCIATES INC	R	6/07/2022		6,424.99CR	099219	
	I-81861	ROBERT E LEE & ASSOCIATES INC	R	6/07/2022		13,060.00CR	099219	
	I-81862	ROBERT E LEE & ASSOCIATES INC	R	6/07/2022		2,256.00CR	099219	21,740.99
0235	SAINT VINCENT HOSPITAL							
	I-1693	SAINT VINCENT HOSPITAL	R	6/07/2022		2.22CR	099220	2.22

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8021	COUNTY OF SHEBOYGAN							
	I-122343	COUNTY OF SHEBOYGAN	R	6/07/2022		902.40CR	099221	902.40
3234	SHERWIN WILLIAMS							
	I-7409-7	SHERWIN WILLIAMS	R	6/07/2022		22.20CR	099222	22.20
3545	SHORT ELLIOTT HENDRICKSON INC							
	I-425004	SHORT ELLIOTT HENDRICKSON INC	R	6/07/2022		23,712.48CR	099223	23,712.48
8793	SJ MILLER LLC							
	I-11400	SJ MILLER LLC	R	6/07/2022		1,700.00CR	099224	1,700.00
1494	STATE BAR CLE REGISTRATIONS							
	I-5109477	STATE BAR CLE REGISTRATIONS	R	6/07/2022		124.83CR	099225	124.83
4094	STATE BAR OF WISCONSIN							
	I-5108421	STATE BAR OF WISCONSIN	R	6/07/2022		219.38CR	099226	219.38
8796	STATION AUTOMATION INC							
	I-3714	STATION AUTOMATION INC	R	6/07/2022		1,800.00CR	099227	1,800.00
0257	STREICHER'S INC							
	I-I1567395	STREICHER'S INC	R	6/07/2022		88.96CR	099228	88.96
2992	TITAN PULIC SAFETY SOLUTIONS LLC							
	I-5434	TITAN PULIC SAFETY SOLUTIONS L	R	6/07/2022		1,433.75CR	099229	1,433.75
0267	TRAFFIC & PARKING CONTROL INC							
	I-I726733	TRAFFIC & PARKING CONTROL INC	R	6/07/2022		278.24CR	099230	278.24
3401	TRIPLE P INC							
	I-22-14 (1)	TRIPLE P INC	R	6/07/2022		570,057.05CR	099231	570,057.05
3858	ULINE							
	I-148674721	ULINE	R	6/07/2022		67.00CR	099232	67.00
0272	UNIFORM SHOPPE INC							
	I-320390	UNIFORM SHOPPE INC	R	6/07/2022		75.00CR	099233	
	I-320546	UNIFORM SHOPPE INC	R	6/07/2022		31.90CR	099233	
	I-320805	UNIFORM SHOPPE INC	R	6/07/2022		16.00CR	099233	
	I-320819	UNIFORM SHOPPE INC	R	6/07/2022		79.95CR	099233	202.85

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7702	USA SOFTBALL OF WI							
	I-2022-024	USA SOFTBALL OF WI	R	6/07/2022		35.00CR	099234	35.00
8430	VANDEN LANGENBERG CONST LLC							
	I-202205273046	VANDEN LANGENBERG CONST LLC	R	6/07/2022		4,314.00CR	099235	4,314.00
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC							
	I-9259	VANDEN PLAS PORTABLE SOLUTIONS	R	6/07/2022		410.00CR	099236	410.00
7396	VIERBICHER ASSOCIATES INC							
	I-00001 5-3-22	VIERBICHER ASSOCIATES INC	R	6/07/2022		4,600.00CR	099237	4,600.00
3707	VIKING ELECTRIC SUPPLY							
	I-S005751486.001	VIKING ELECTRIC SUPPLY	R	6/07/2022		3,422.49CR	099238	3,422.49
8794	JAMIE WELNICK							
	I-202205253037	JAMIE WELNICK	R	6/07/2022		314.00CR	099239	314.00
0282	WESCO DISTRIBUTION INC							
	I-583260	WESCO DISTRIBUTION INC	R	6/07/2022		377.72CR	099240	377.72
0294	WI DEPT OF TRANSPORTATION BBS							
	I-395-0000259262	WI DEPT OF TRANSPORTATION BBS	R	6/07/2022		198.02CR	099241	
	I-395-0000259263	WI DEPT OF TRANSPORTATION BBS	R	6/07/2022		130.64CR	099241	328.66
8795	WI HISTORIAL SOCIETY							
	I-245-0000001170	WI HISTORIAL SOCIETY	R	6/07/2022		750.00CR	099242	750.00
8389	RICHARD WILLIAMS							
	I-204788	RICHARD WILLIAMS	R	6/07/2022		348.75CR	099243	348.75

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	101	0.00	849,153.93	849,153.93
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	102	0.00	849,153.93	849,153.93

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	6/2022	57,535.84CR
201	6/2022	7,252.16CR
293	6/2022	4,600.00CR
405	6/2022	718,766.10CR
415	6/2022	45,192.45CR
601	6/2022	12,770.64CR
650	6/2022	3,036.74CR
ALL		849,153.93CR

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**June 7, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**