Common Council

Regular Meeting

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

Agenda

Tuesday, May 21, 2024 | **7:30 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **May 21, 2024** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The Public or Members of the Common Council, which may count toward an official quorum, may attend the meeting either in person in the Council Chambers or telephonically or electronically via video conferencing or other appropriate technological means. Telephonic or electronic 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 7, 2024 Common Council meeting.
4. Public Hearing to act on the request for a Zoning Map Amendment at 705, 713, and 717 Fourth Street, and 806 Third Street from PI-1 (Neighborhood Public & Institutional District) to R2-60 (Two-Unit District); and at 319 Marsh Street from R2-60 (Two-Unit District) to PI-1 (Neighborhood Public & Institutional District).

   A. Notice of Public Hearing.

   B. Recommendation from Plan Commission.

   C. Ordinance #24-10 Approving Zoning Map Amendment from PI-1 Neighborhood Public & Institutional District to R2-60 Two-Unit District (Parcels WD-240, WD-245, WD-246 and WD-250; 705, 713 and 717 Fourth Street and 806 Third Street) and from R2-60 Two-Unit District to PI-1 Neighborhood Public & Institutional District (Parcel WD-776; 319 Marsh Street).
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 of Police Awards.

7. Recommendation from the Board of Health to approve Atmosphere Commercial Interiors Account Agreement for furniture purchase in the amount of $52,888.00 from ARPA Public Health Grant awarded to the Health Department.

8. Recommendation from Plan Commission to release cross access easements (including pedestrian, vehicular, common component, utility, access, construction, parking, loading dock, lighting facilities, and landscape maintenance access easements) at 230 N Broadway ST, 421 Cass ST, 321 N Wisconsin ST, 309 N Wisconsin ST, 303 N Wisconsin ST, 230 N Wisconsin ST, 310 N Wisconsin ST, 320 N Wisconsin ST, and 206 N Wisconsin ST (Parcels ED-861, ED-862, ED-864, ED-865-1, ED-867, ED-875, ED-878, ED-880, ED-886).

9. Recommendation from the Finance Committee on City Hall Floor 1 Data Center Cooling Redundancy – Approval of Reallocation of ARPA Funding.

10. Recommendation from the Finance/Personnel Committee to auction surplus public safety vehicles and equipment.

11. Recommendation from Finance/Personnel Committee to purchase Tyler Technologies Employee Access Module for paperless paystubs.

12. Recommendation from the Board of Public Works on award of Contract 24-11 City Hall Flooring Replacement to HJ Martin & Sons, Inc. in the amount of $60,545.24.

13. Recommendation from the Board of Public Works on Award of Contract 24-18 Mission Square Dumpster Enclosure Construction to Highway Landscapers, Inc. in the amount of $84,985.00.

14. Recommendation from the Board of Public Works to Approve Definitely De Pere's Request to Waive Public Works Fees.

15. Recommendations from the License Committee on applications submitted by Definitely De Pere for Special Permits allowing consumption of alcohol beverages on public ways.

    A. The Farmers Market on Thursdays, June 6 - August 29 from 3:00pm - 8:00pm; and Thursdays, September 5 - September 26 from 3:00pm - 7:00pm.

    B. Art & Music Night Series on Friday, June 7, July 19, and August 16 from 5:00 p.m. - 9:00 p.m.

    C. Tour De Pere on Monday, June 17 from 11:00 a.m. - 9:00 p.m.

    D. Food Truck Rally on Sunday, June 23, July 21, and August 18 from 4:00 p.m. - 8:00 p.m.

16. Recommendations from the License Committee on renewal applications for the licensing period of July 1, 2024 to June 30, 2025.

    A. Class "A" Fermented Malt Beverage License.

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

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

17. Resolution #24-42 Consent to Assignment and Authorizing Assumption of Development Agreement between High Ridge Properties, LLC, and Nicolet Real Estate and Investment Corporation (Parcel WD-D0076; Venture Avenue).

18. Resolution #24-43 Authorizing Development Agreement Regarding Transportation and Manufacturing Facility Construction with AmeriLux Holdings, LLC (2000 Commerce Drive; Parcels ED-3103, ED-3104, and a Portion of ED-3105).
19. Resolution #24-44 Authorizing Agreement for Services between the City of De Pere and Stantec Consulting Services Inc. (Environmental Consulting Services).
20. Resolution #24-45 Authorizing Executive Search Agreement Between the City of De Pere and Affion Public, LLC (City Administrator Recruitment).
21. Resolution #24-46 Extending the time period allowed to recognize Reimbursable Grant Revenues after the end of the Fiscal Period.
22. Resolution #24-47 Authorizing Lease Agreement between KK Logistics and the City of De Pere (Equipment Storage Warehouse).
23. Resolution #24-48 Governmental Responsibility for Urban Nonpoint Source & Storm Water Management Grant from Wisconsin Department of Natural Resources.
24. Resolution #24-49 Approving Information Sharing Agreement between the U.S. Food & Drug Administration and the City of De Pere Health Department.
25. Resolution #24-50 Approving Grant Agreement Modification to Division of Public Health DPH Contract No. 62109-1 in the amount of $12,509.00.
26. Resolution #24-51 Authorizing Agreement for use of Facilities, Resources and Services between the City of De Pere and St. Norbert College, Inc. Department of Conferencing.
27. Resolution #24-52 Awarding Official City Newspaper Contract.
28. Appointment to Commission on Aging by Mayor Boyd.
29. Future agenda items.
30. 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
Definitely De Pere
Shlomo Dary
Kendra Charlier
Min Bogati
Michelle Knox

Kim Wogemese
Tye Hartwell
Chad Nehring
Kerry Counard
Jacob Vieau
Thomas Nick
Eric Hunsader
Joshua Smits
McKim Boyd

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the May 7, 2024 Common Council meeting.**

ATTACHMENTS:

- 5-7-24 Common Council Minutes_draft (PDF)

Common Council

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

Regular Meeting

Draft Minutes

Tuesday, May 7, 2024 **7:30 PM** **Council Chambers and Virtual**

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

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

2. Pledge of Allegiance to the Flag.

3. Appointment of Mike Eserkaln as Third District Alderperson to fill vacancy.

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

4. Swearing-in ceremony for Alderperson Mike Eserkaln.

5. Approval of the minutes of the April 16, 2024 Common Council meeting.

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

6. 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.

7. Proclamation for National Police Week May 12-18, 2024.

Police Captain Nate Mrstik, along with several second shift officers and K-9 Tony, were present to receive the proclamation from Mayor Boyd.

8. Recommendation from the License Committee on a request by Jared Crampton to appear regarding the denial of his operator license application.

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

9. Recommendation from the Board of Park Commissioners to accept a $2,500 donation from Greta Johnson to Recreation Scholarship Fund.

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

10. Recommendation from the Board of Park Commissioners to accept a $600 donation from GRAEF for prizes for Beer Gardens.

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

11. Recommendation from the Board of Park Commissioners on approval of Rental Fees for Nelson Family Pavilion.

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

12. Recommendation from the Board of Park Commissioners to Approve funding from Pool Referendum for opening Tot Pool during swim lessons at Legion Pool.

Parks Director Marty Kosobucki answered questions about staffing and safety. He reported that the recreation supervisor conducts an end-of-season evaluation on programs, so at that time staff can decide if this will be continued in future years.

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

13. Resolution #24-40 Approving the Proposed Project Plan Amendment to Modify the District Boundaries for Tax Incremental Financing District No. 10, City of De Pere, Wisconsin (Boundary Amendment #2)

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

14. Resolution #24-41 Establishing the District Boundaries of and Approving the Project Plan for Tax Incremental Financing District No. 18, City of De Pere, Wisconsin.

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

15. Appointment by Mayor Boyd to the Historic Preservation Commission.

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

16. Appointment of Alderperson Eserkaln to the Board of Park Commissioners and the Board of Public Works.

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

17. Future agenda items.

Alderperson Hansen requested that staff investigate updating the small hanging park signs, as well as installing a sign at the James Street Parkway site.

18. Adjournment.

Alderperson Perock moved, seconded by Alderperson Eserkaln to adjourn the meeting at 7:48 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public Hearing to act on the request for a Zoning Map Amendment at 705, 713, and 717 Fourth Street, and 806 Third Street from PI-1 (Neighborhood Public & Institutional District) to R2-60 (Two-Unit District); and at 319 Marsh Street from R2-60 (Two-Unit District) to PI-1 (Neighborhood Public & Institutional District).**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**A. Notice of Public Hearing.**

ATTACHMENTS:

- Public Hearing Notice_Zoning Map Amendments_R2-60 PI-1_5-21-24 mtg_Class 2 (PDF)

Publish: May 3, 2024 and May 10, 2024 in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, May 21, 2024** 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 the request for a zoning map amendment at the following properties:

Parcels WD-240, WD-245, WD-246, 705 Fourth ST, 713 Fourth ST, 717 Fourth ST, approximately 481.8 feet south from the Fourth ST and Marsh ST intersection, from PI-1 (Neighborhood Public & Institutional District) to R2-60 (Two-Unit District).

Parcel WD-250, 806 Third ST, approximately 35.0 feet south from the Third ST and Riverview AV intersection, from PI-1 (Neighborhood Public & Institutional District) to R2-60 (Two-Unit District).

Parcel WD-776, 319 Marsh ST, approximately 205.9 feet west from the Marsh ST and Third ST intersection, from R2-60 (Two-Unit District) to PI-1 (Neighborhood Public & Institutional District).

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 of the proposed zoning map amendment is available by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 23rd day of April, 2024.

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:	**May 21, 2024**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**B. Recommendation from Plan Commission.**

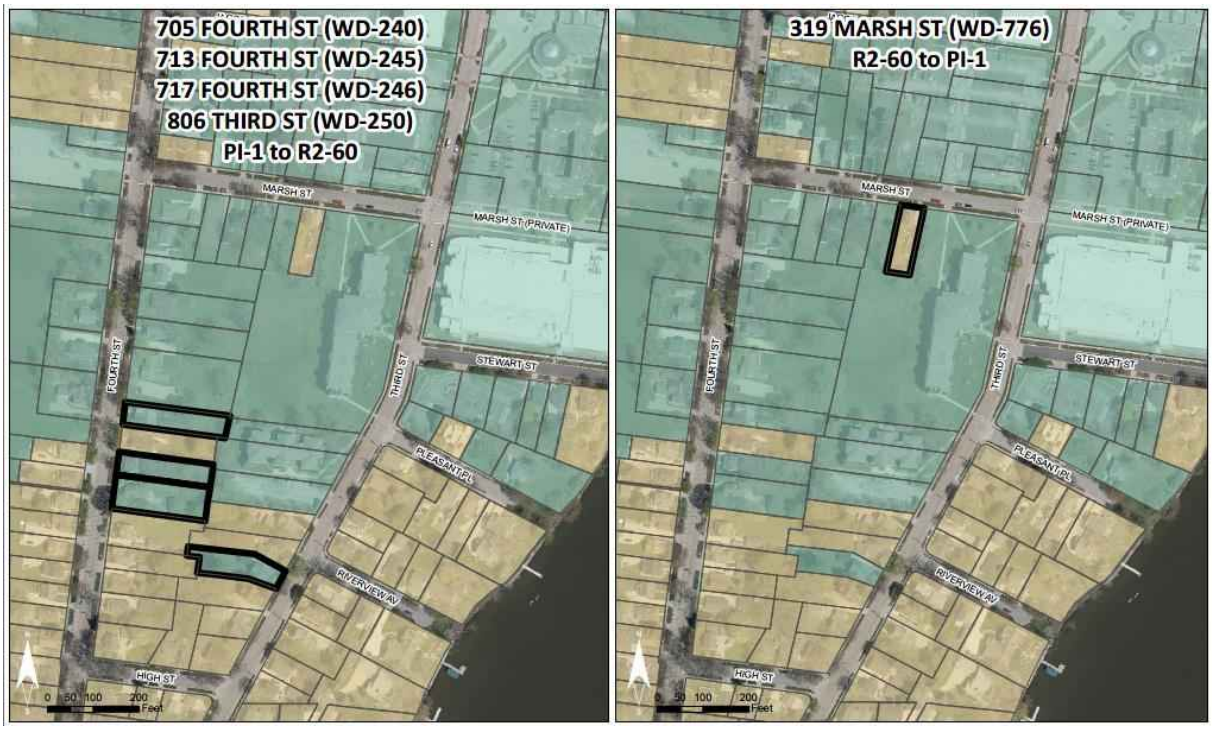
On April 22, 2024, Plan Commission unanimously recommended approval of the zoning map amendment by a vote of 6-0.

ATTACHMENTS:

- PC Report - Zoning Map Amendment (PDF)
- Zoning Map Amendment - SNC (PDF)
- Legal Descriptions (DOCX)
- Application Form (PDF)

Item 7: Consideration and possible action for a zoning map amendment from PI-1 (Neighborhood Public & Institutional District) to R2-60 (Two-Unit District) at 705 Fourth ST, 713 Fourth ST, 717 Fourth ST, and 806 Third ST, and from R2-60 to PI-1 at 319 Marsh ST (Parcels WD-240, WD-245, WD-246, WD-250, WD-776).*

SITE MAP



REQUESTED ACTION: Zoning Map Amendment Request.

COMMON DESCRIPTION: 705 Fourth ST, 713 Fourth ST, 717 Fourth ST, 806 Third ST, and 319 Marsh ST, located between Fourth ST, High ST, Third ST, and Marsh ST.

SURROUNDING LAND USES: St. Norbert College owned property (PI-1) and single-dwelling detached residential (R2-60).

COMPREHENSIVE PLAN: Commercial.

APPLICANT / OWNER: Applicant/Property Owner
St. Norbert College
ATTN: David Nalepka
100 Grant ST
De Pere, WI 54115

LAND USE HISTORY: After review of air photographs, all five parcels were developed for residential uses since 1938.

STAFF REVIEW: When reviewing a zoning map amendment request, staff considers the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. The proposed rezoning complies with the Comprehensive Plan and surrounding land uses, including matching adjacent existing uses.

Comprehensive Plan

The 2010 Comprehensive Plan Update text and the Future Land Uses Map (Figure 2-6) identifies the future uses as "Neighborhood Residential (Including Multi-Family)" and nearby "Institutional/Governmental Facilities". Residential uses are permitted in the proposed R2-60 District. The residential use is proposed to cease at 319 Marsh ST and change to a permitted public and civic use in the proposed PI-1 District. Residential uses and public and civic uses comply with the 2010 Comprehensive Plan Update.

Surrounding Land Uses

The existing site zoning and surrounding land uses are referenced near the beginning of this report. The 2010 Comprehensive Plan Update identifies future land uses as Neighborhood Residential (Including Multi-Family) and nearby Institutional/Governmental Facilities:

CLIP FROM FUTURE LAND USE MAP

Desired Development Patterns

If part of the Zoning Map changes from R2-60 to PI-1 then 11 residential, public and civic, commercial, industrial, recycling, and agricultural uses are permitted with 1 conditional use.

If part of the Zoning Map changes from PI-1 to R2-60 then 13 residential, public and civic, commercial, industrial, recycling, and agricultural uses are permitted with 4 conditional uses.

The site is vehicle accessible with street frontage on Fourth ST, Third ST, and Marsh ST. There are developed sidewalks along the street frontages and there are walks within the St. Norbert College campus. Fourth ST and Third ST connect to Main AV (STH 32) to the north and to Lost Dauphin RD to the south.

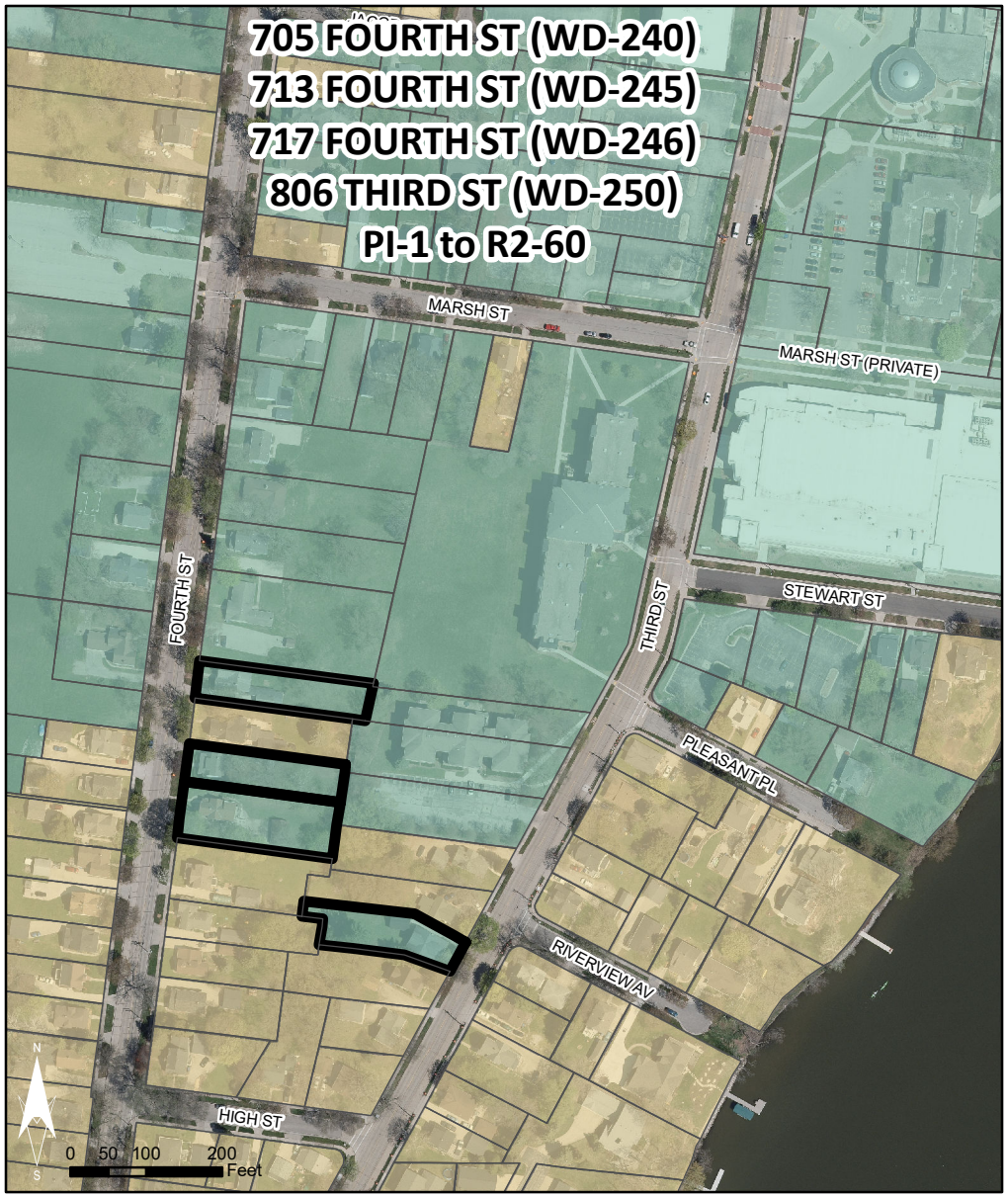
NEIGHBOR OUTREACH

All property owners within 300 feet of the subject area have been notified of the application via mail. No comments were received at the time this report was written.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the request for a zoning map amendment from PI-1 (Neighborhood Public & Institutional District) to R2-60 (Two-Unit District) at 705 Fourth ST, 713 Fourth ST, 717 Fourth ST, and 806 Third ST, and from R2-60 to PI-1 at 319 Marsh ST. A zoning map amendment must comply with the following:

1. Compliance with all state and local laws and regulations, including compliance with all the provisions of Chapter 14, De Pere Municipal Code.



DE PERE
RUNS DEEPER

Zoning Map Amendment Detail (Draft For Review - April 2024)

- Parcels
- Pre-Existing PDD (Prior to Jan 1, 2023)
- A:Agricultural
- R1-80: Single-Dwelling Detached
- R1-60: Single-Dwelling Detached
- R1-45:Single-Dwelling Detached
- R2-60: Two-Unit
- R2-45: Two-Unit
- RM-1: Multi-Unit Districts
- RM-2 Multi-Unit Districts
- MX1: Downtown Mixed-Use District
- MX2: Neighborhood Mixed-Use District
- MX3: Corridor Mixed-Use District
- GX1: Office-Residential Mix District
- GX2: Neighborhood Office-Residential
- O: Office
- C: Commercial
- BP-1: Business Park 1
- BP-2:Business Park 2
- I: Industrial
- CON: Conservancy
- PI-1: Neighborhood Public & Institutional District
- PI-2: Campus Public & Institutional District

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

Data Source

PROPERTY DESCRIPTION FOR ZONING MAP AMENDMENT PURPOSES

Parcel WD-240 (705 Fourth ST)

ASSESSOR'S PLAT OF W.DEPERE PCL "D" OF LOT 1 OF STEWART'S 3RD ADDN.

11,448 SQ FT.

Parcel WD-245 (713 Fourth ST)

ASSESSOR'S PLAT OF W.DEPERE PCL "J" OF LOT 2 OF STEWART'S 3RD ADDN.

10,391 SQ FT.

Parcel WD-246 (717 Fourth ST)

ASSESSOR'S PLAT OF W.DEPERE PCLS "K" & "L" OF LOT 2 OF STEWART'S 3RD ADDN.

15,496 SQ FT.

Parcel WD-250 (806 Third ST)

ASSESSOR'S PLAT OF W.DEPERE THAT PRT PCLS "O,P & Q" OF LOT 3 OF STEWART'S 3RD ADDN COM NE COR PCL "H" S29*59'W ALG W LINE THIRD ST. 77.8 FT TO POINT OF BEG N60*21'W 77 FT N82*W 144 FT S8*34'W 19 FT S82*E 27.92 FT S9*26'W 34.6 FT S81*49'E 111.6 FT S67*58'W 63.35 FT TO SE COR LOT 3 N29*59'E ALG W LINE 3RD ST 43.58 FT TO BEG.

10,311 SQ FT.

Parcel WD-776 (319 Marsh ST)

MAX SCHURING'S 1ST ADDN LOT 5 BLK 2 & PRT VAC R/W ADJ AS DESC IN 1775959.

7,759 SQ FT.

Planning/Zoning Application

Planning & Zoning Department

Submitted On:
Apr 4, 2024, 01:30PM EDT

Parcel Number: (Include ALL parcels)	WD-776, WD-240, WD-245, WD-246, WD-250
Nearest property address to the project site:	**Street Address:** 319 Marsh ST, 705-713-717 Fourth ST, 806 Third ST **City:** De Pere **State:** WI **Zip:** 54115
Check each project type that is being applied for:	Zoning Map Amendment (Rezoning)
Current De Pere Zoning Districts:	R2-60 PI-1
Proposed De Pere Zoning Districts:	R2-60 PI-1
Existing Site Land Uses:	Residential
Proposed Site Land Uses:	Residential Public & Civic
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a pre-consultation meeting?	Yes
Property Owner:	**First Name:** David **Last Name:** Nalepka
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	**Street Address:** 100 Grant ST **Property Owner's Address::** St. Norbert College **City:** De Pere **State:** WI **Zip:** 54115
Property Owner's Phone Number:	920-655-1006
Property Owner's Email Address:	dave.nalepka@snc.edu
Is someone processing the project for the property owner as their authorized representative?	No

Please attach an EXHIBIT MAP with the zoning boundary.	Location Map.rtf
Please attach a WORD DOCUMENT with the boundary legal description.	Legal Descriptions.docx
How do you plan on paying for your application?	City is the petitioner
Total Due:	350.00
Signature Data	First Name: Dave Last Name: Nalepka Email Address: dave.nalepka@snc.edu Signed at: April 4, 2024 12:35pm America/New_York
User's Session Information	IP Address: 216.56.64.34 Referrer URL:

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**C. Ordinance #24-10 Approving Zoning Map Amendment from PI-1 Neighborhood Public & Institutional District to R2-60 Two-Unit District (Parcels WD-240, WD-245, WD-246 and WD-250; 705, 713 and 717 Fourth Street and 806 Third Street) and from R2-60 Two-Unit District to PI-1 Neighborhood Public & Institutional District (Parcel WD-776; 319 Marsh Street).**

ATTACHMENTS:

- Ord24-10 (PDF)

ORDINANCE #24-10
APPROVING ZONING MAP AMENDMENT FROM PI-1 NEIGHBORHOOD
PUBLIC & INSTITUTIONAL DISTRICT TO R2-60 TWO-UNIT DISTRICT
(Parcels WD-240, WD-245, WD-246 and WD-250; 705, 713 and 717 Fourth Street and 806 Third Street)
AND FROM R2-60 TWO UNIT DISTRICT TO PI-1 NEIGHBORHOOD
PUBLIC & INSTITUTIONAL DISTRICT
(Parcel WD-776; 319 Marsh Street)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification and Zoning Map amendment for the properties described below and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and Zoning Map amendment and, pursuant thereto, a public hearing having been held on the 21st day of May, 2024 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

NOW, THEREFORE, the Common Council of the City of De Pere, Wisconsin, do ordain as follows:

Section 1. That the following described property:

WD-240:
Parcel "D" according to the recorded Plat of Assessor's Subdivision of 1925 of Lot 1, Stewart's 3rd Addition to West De Pere, in the City of De Pere, West Side of Fox River, Brown County, Wisconsin. (11,448 Sq. Ft.)

WD-245:
Parcel "J" according to the recorded Plat of Assessor's Subdivision of 1925 of Lot 2, Stewart's 3rd Addition to West De Pere, in the City of De Pere, West Side of Fox River, Brown County, Wisconsin. (10,391 Sq. Ft.)

WD-246:
Parcels "K" and "L" according to the recorded Plat of Assessor's Subdivision of 1925 of Lot 2, Stewart's 3rd Addition to West De Pere, in the City of De Pere, West Side of Fox River, Brown County, Wisconsin. (15,496 Sq. Ft.)

WD-250:
That part of Parcels "O, P and Q" according to the recorded Plat of Assessor's Subdivision of 1925 of Lot 3 of Stewart's 3rd Addition to West De Pere, in the City of De Pere, West side of Fox River, Brown County, Wisconsin, commencing at the Northeast corner of Parcel "H"; thence South 29° 59' West along the Westerly Line of Third Street 77.8 feet to the point of beginning; thence North 60° 21' West 77 feet; thence North 82° West 144 feet; thence South 8° 34' West 19 feet; thence South 82°East 27.92 feet; thence South 9° 26' West 34.6 feet; thence South 81° 49' East 111.6 feet; thence South 67° 58' West 63.35 feet to the Southeast Corner of Lot 3; thence North 29° 59' East along the westerly line of Third Street 43.58 feet to the point of beginning. (10,311 Sq. Ft.)

shall be and the same is hereby rezoned from the present zoning classification of PI-1 Neighborhood Public & Institutional District to R2-60 Two-Unit District as set forth in and regulated by the provisions of Chapter 14, Article II Residential Districts and the permitted uses identified in Residential Uses (DPMC Chapter 14, Article VII – Uses) pursuant to Section 14-71 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, De Pere Municipal Code.

Section 2. That the following described property:

WD-776:
Lot 5, Block 2, Plat of Max Scheuring's First Addition, according to the recorded plat thereof, City of De Pere, West side of Fox River, Brown County, Wisconsin,

AND

Part of vacated right-of-way adjacent as described in Document No. 1775959. (7,759 Sq. Ft.)

shall be and the same is hereby rezoned from the present zoning classification of R2-60 Two-Unit District to PI-1 Neighborhood Public & Institutional District as set forth in and regulated by the provisions of Chapter 14, Article V Special Districts and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and pursuant to Section 14-

53 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, De Pere Municipal Code.

Section 3. The City Clerk is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of May, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 04/22/2024
Publication Date: _____
Effective Date: _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
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:	**May 21, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Amy Darnick**
SUBJECT:	**Presentation of Police Awards.**

Officer Kyle Phillips - Department Citation
Citizen James Sundstrom - Individual Commendation
Citizen Chloe Steffel - Individual Commendation

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**Health Department**
FROM:	**Chrystal Woller**
SUBJECT:	**Recommendation from the Board of Health to approve Atmosphere Commercial Interiors Account Agreement for furniture purchase in the amount of $52,888.00 from ARPA Public Health Grant awarded to the Health Department.**

ATTACHMENTS:

- Memo_Furniture Purchase Agreement (PDF)
- redlines accepted Account-Agreement-Terms-Conditions-OCT-2022-COPY - City of DP revisions 5.6.24 (DOCX)

CITY OF DE PERE

MEMO

To: City Council
From: Chrystal Woller BSN, RN, MBA
Date: 5/14/2024

Re: Recommendation from the Board of Health to approve Atmosphere's Furniture Purchase Agreement

---

The City of De Pere Health Department was awarded a *Public Health* ARPA grant. The grant award was presented to the Council by the previous Health Department Director, Debbie Arbruster, and has already been approved.

Within the scope of the grant, the purchase of public health workstations/furniture has been reviewed and approved by WI DHS. Three quotes have been obtained in accordance with the City's purchasing policy. The chosen design and quote are estimated at $52,888 through Atmosphere Commercial Interiors, in De Pere. The attached purchase agreement, outlining terms and conditions, has been reviewed/revised by the City Attorney and is attached here for review and signature authorization.

ATMOSPHERE
COMMERCIAL INTERIORS

MN MINNEAPOLIS
WI MADISON, DE PERE, EAU CLAIRE, MARATHON
IL ROCKFORD
AZ PHOENIX, TUCS
NM ALBUQUERQUE
TX EL PASO

ACCOUNT AGREEMENT **FOR OBTAINING MERCHANDISE ON CREDIT**

AN AUTHORIZED SIGNATURE AND SIGNER'S TITLE ON PAGE 3 IS REQUIRED

Firm's Legal Name DBA

Billing Address

City, State, Zip

How long at current address? If moving, when?

Previous Address (if less than 5 years)

Future Address

Phone # (land line) Alternate Phone #

Accounts Payable contact Name Phone #

Accounts Payable contact Email

Email for Invoices (if different from above)

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other

Are you a tax-exempt entity? ☐ No ☐ Yes If yes, please return a signed exemption certificate

COPY

Trade Reference
Attach your own form - include full address / phone # / account #

Remit Payments/Deposits
Atmosphere Commercial Interiors
SDS 12-1696
PO Box 86
Minneapolis, MN 55486-1696

Sales Representative

Taxpayer Identification Number: 41-1488586

Corporate Office
Atmosphere Commercial Interiors
81 South 9th Street Suite 350
Minneapolis, MN 55402
612-343-0868

TERMS AND CONDITIONS

July 2022

Each quotation, proposal or purchase order is subject to these Terms and Conditions, except as otherwise agreed by Atmosphere Commercial Interiors, LLC (ACI) in writing.

1) **ACCEPTANCE:** Orders require a hard copy purchase order from Buyer or a signed and dated ACI quotation.
2) **MODIFICATIONS:** Any modifications to approved orders must be made in writing and are subject to ACI's ability to conform.
3) **DEPOSITS:** A deposit of 50% is required. If the project is financed, a deposit is still required.
4) **PRICES:** Prices quoted by ACI are firm for fifteen (15) days from the date of ACI's quotation and are contingent upon acceptance of these Terms and Conditions of sale.
5) **TIMING:** Product orders will be invoiced when product is delivered to the warehouse. Direct shipments from manufacturers will be invoiced upon shipment from the manufacturer. Services (Design, Project Management, Delivery & Install) will be invoiced after they have been performed.
6) **PAYMENT TERMS; ADJUSTMENTS:** Payment is due in full 30 days after date of receipt of invoice. For amounts past due, Buyer agrees that ACI may assess and collect a carrying charge at a monthly rate of 1.5% (18% Annual Percentage Rate) or the maximum rate permitted under Wisconsin law. Disputes or adjustments will not influence payment obligations for the remainder of the order.
7) **TAXES:** Buyer agrees to pay all applicable taxes.
8) **DELAYS:** If Buyer is unable to receive product at its site on the mutually agreed delivery date, or if stored by ACI at the client's request, product will be invoiced as if delivered. Standard payment terms will apply and storage, transportation and additional labor charges may also be applied. Ownership of the product will transfer to Buyer upon payment, and ACI will continue to provide insurance for product while in storage.
9) **SURCHARGES:** In the event that ACI suppliers add a surcharge, ACI will include those miscellaneous charges (including a reasonable mark-up) in all quotes.
10) **CHANGES/CANCELLATIONS:** Buyer will pay all additional charges from the manufacturer for order changes and approved cancellations. Extra storage, handling and overtime/labor may be charged. All product is custom manufactured to customer specifications and, therefore, cannot be returned.
11) **LEGAL FEES:** Should either party incur expense enforcing the Account Agreement (including these Terms and Conditions), the party in default will reimburse the other party for such expenses, including costs of collection and reasonable attorney's fees.
12) **ACI'S RESPONSIBILITIES; LIMITATION OF LIABILITY:** ACI assumes responsibility to receive, inspect, stage, deliver and install Buyer's goods. Furnishings will be clean and in good working order. Packing materials will be removed, and premises will be left in good order. When applicable, ACI may direct shipments directly to Buyer's site. ACI's obligations are limited to replacement or repair of defective merchandise or, at ACI's option, to refund the purchase price of such defective merchandise upon return, without further responsibility. ACI shall not be liable to Buyer in any event for any incidental or consequential damages (including, loss of use, time or profits) in connection with the performance or breach of these Terms and Conditions, whether or not ACI has been advised of the possibility of such damages.
13) **FREIGHT CLAIMS:** Claims for products shipped via ACI and damaged in transit will be the responsibility of ACI. In the case of drop shipments where product is delivered direct from the manufacturer to the customer's site and ACI is not performing the receipt of product or installation, Buyer will be responsible to receive, inspect, and install ordered goods, including packaging, and is responsible for filing of freight claims directly with the carrier.
14) **NORMAL BUSINESS HOURS:** Unless otherwise agreed, delivery and installation will be made during ACI's normal business hours.
15) **CONDITION OF SITE:** Site will be clean and clear of all obstructions prior to installation. Buyer will provide adequate facilities and space for unloading, staging, moving, handling and storing product at Buyer's site. Buyer will furnish electrical current, fire protection equipment, heating, lighting and elevator service at job site without charge to ACI.

COPY

16) **ERECTION AND ASSEMBLY:** ACI's ability to erect, assemble, install, permanently attach, or bolt in place movable furniture is dependent upon agreements made by trade unions at the site. If trade regulations require employing union tradesmen to complete the installation, the cost will be paid by Buyer.

17) **RISK OF LOSS:** Buyer assumes all risk of loss upon delivery of delivered product. Buyer is responsible for security and safekeeping of product after delivery to job site.

18) **INSURANCE:** ACI will carry general liability, worker's compensation, property damage, and automobile insurance. Buyer shall be responsible for carrying liability insurance and fire and casualty insurance covering its site.

19) **WARRANTIES:** ACI is not the manufacturer of any furniture, furnishings or other products supplied to Buyer ("Supplied Products"). ACI makes no warranties, express or implied, regarding any Supplied Products, including any warranty of merchantability or fitness for a particular use and/or particular purpose. ACI agrees to act as Buyer's agent in event of claims as to defective materials or workmanship that may be made within the warranty period stated by the manufacturer or supplier.

20) **INTERPETATION OF TERMS AND CONDITIONS**: These Terms and Conditions supersede any contradictory terms on Buyer's purchase documentation. Any amendment or modification to these Terms and Conditions must be made by written agreement signed by ACI and Buyer. All provisions of the Account Agreement (including these Terms and Conditions) are deemed severable.

21) **ACTS BEYOND REASONABLE CONTROL:** ACI shall not be liable for any delay or failure to deliver any or all of the product or services where such delay or failure is beyond the reasonable control of ACI.

22) **ASSIGNMENT AND DELEGATION:** No right or interest in the Account Agreement (including these Terms and Conditions) shall be assigned by either Buyer or ACI without the written permission of the other party.

23) **SECURITY INTEREST:** The Account Agreement (including these Terms and Conditions) is for the purpose of commercial credit only; no consumer credit is offered. Buyer warrants and represents that it is not buying merchandise for personal, family or household use. Buyer grants to ACI, and ACI retains, a purchase money security interest in all merchandise contracted for, until ACI receives payment in full. Buyer agrees to execute financing statements and other documents when requested by ACI to perfect ACI's interest as a secured party.

24) **GOVERNING LAW:** The Account Agreement (including these Terms and Conditions) and all rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Wisconsin.

25) **GOVERNMENT CONTRACTING:** The provisions of Executive Order 11246, or any similar state or local requirements, are not applicable to this Account Agreement.

COPY

Firm's Legal Name _____

Authorized Signature _____

Name and Title _____

Date _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Recommendation from Plan Commission to release cross access easements (including pedestrian, vehicular, common component, utility, access, construction, parking, loading dock, lighting facilities, and landscape maintenance access easements) at 230 N Broadway ST, 421 Cass ST, 321 N Wisconsin ST, 309 N Wisconsin ST, 303 N Wisconsin ST, 230 N Wisconsin ST, 310 N Wisconsin ST, 320 N Wisconsin ST, and 206 N Wisconsin ST (Parcels ED-861, ED-862, ED-864, ED-865-1, ED-867, ED-875, ED-878, ED-880, ED-886).**

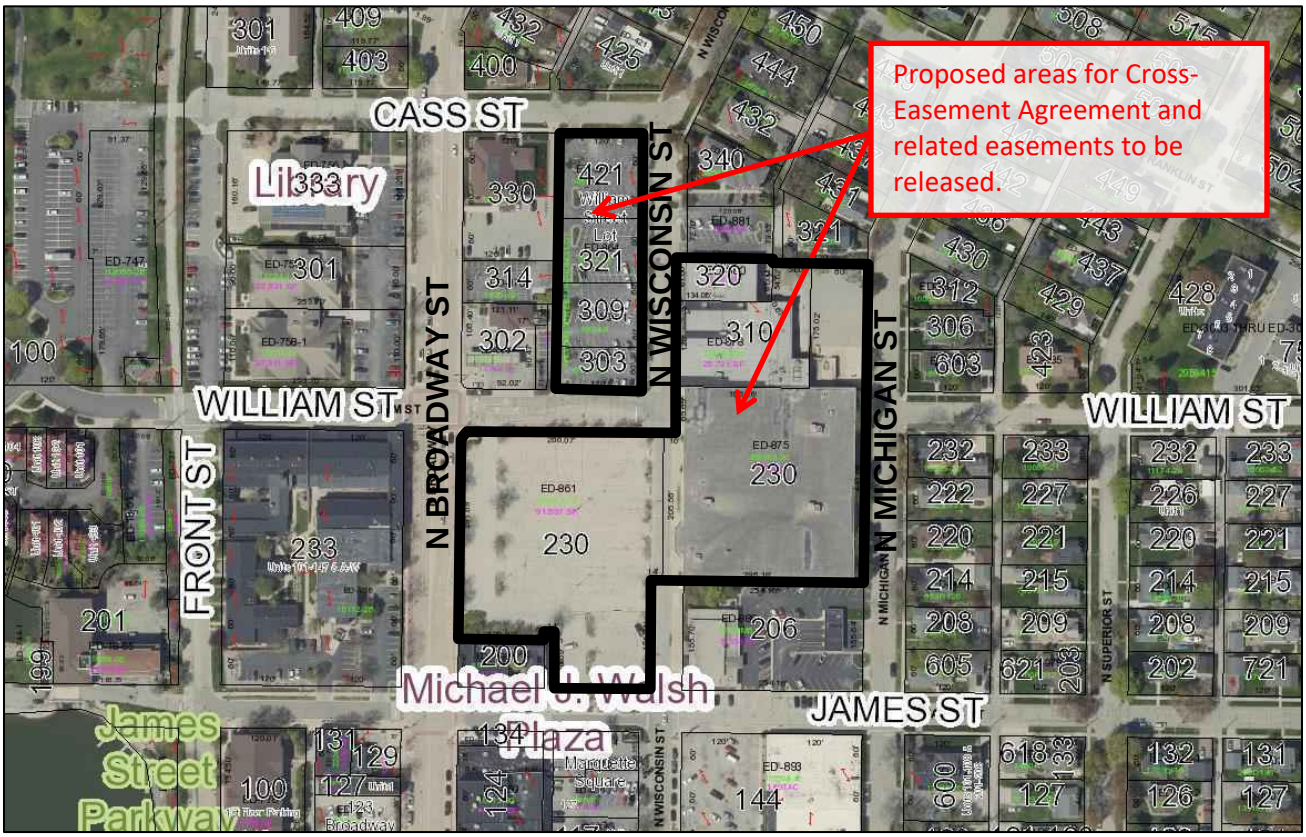
On February 26, 2024, Plan Commission unanimously recommended approval of the release of easements by a vote of 7-0.

ATTACHMENTS:

- PC Report - Release of Easements (PDF)
- Shopko Cross Easement Agreement - Doc 1053439 - 08 Jul 1985 (PDF)
- Shopko Cross Easement Agreement Amendment No. 1 - Doc 1176186 - 01 Feb 1989 (PDF)
- Shopko Cross Easement Agreement Amendment No. 2 Doc 2781062 - 03 Mar 2017 (PDF)
- TERMINATION OF CROSS EASEMENT (PDF)

ITEM 5: **Consideration and possible action to release cross access easements (including pedestrian, vehicular, common component, utility, access, construction, parking, loading dock, lighting facilities, and landscape maintenance access easements) at 230 N Broadway ST, 421 Cass ST, 321 N Wisconsin ST, 309 N Wisconsin ST, 303 N Wisconsin ST, 230 N Wisconsin ST, 310 N Wisconsin ST, 320 N Wisconsin ST, and 206 N Wisconsin ST (Parcels ED-861, ED-862, ED-864, ED-865-1, ED-867, ED-875, ED-878, ED-880, ED-886).***

SITE MAP



REQUESTED ACTION: Release of Easement Agreement.

COMMON DESCRIPTION: 230 N Broadway ST, 230 N Wisconsin ST, 310 N Wisconsin ST, and 206 N Wisconsin ST located north from the N Wisconsin ST and James ST intersection.

ZONING: MX1 (Downtown Mixed-Use District) and MX2 (Neighborhood Mixed-Use District).

SURROUNDING LAND USES: Commercial (MX1, GX1) and Residential (R2-45) to the north.
Commercial (MX1, GX1) to the south.
Residential (R2-45) to the east.
Multi-Family Residential (GX1) to the west.

COMPREHENSIVE PLAN: Commercial

APPLICANT/OWNER:

Authorized Representative
City of De Pere
335 S Broadway ST
De Pere, WI 54115

Property Owner
Parcels ED-861, ED-875
De Pere 230 Development Partners LLC
1400 Fox River DR
De Pere, WI 54115

Parcels ED-862, ED-864, ED-865-1, ED-867
City of De Pere
335 S Broadway ST
De Pere, WI 54115-2593

Parcel ED-878
126 South Broadway LLC
1233 Pleasant Valley DR
Oneida, WI 54155

Parcel ED-880
LKW Holdings LLC
2057 Lost Dauphin
De Pere, WI 54115

Parcel ED-886
Associated De Pere Bank
433 Main ST
Green Bay, WI 54301-5114

LAND USE HISTORY:

The site was developed for commercial use in the 1980's. For convenience, the following is a summary of a related Cross-Easement Agreement for the site between 1985 and today:

Recorded July 9, 1985 – Cross Easement Agreement -- Document 1053439
A cross easement agreement was established between Shopko Stores INC and the Redevelopment Authority of the City of De Pere (RDA). The agreement allowed for the creation of the following:

- Pedestrian easements in areas that were improved for pedestrians.
- Vehicular easements in areas that were improved for vehicles.
- Common component easements for walls, footings, roofs, etc.
    - This includes footing easements on the north and south sides of the recently demolished former Shopko building.
- Utility Easements for pipes, wires, sewers, etc.
    - This includes three utility easements (30', 24', & 8') on the west side of the former Shopko building~~,~~ and one 14' sanity & storm easement in the middle of the parking lot to the west of the former Shopko building.
- Construction easement on the north and southwest side of the former Shopko building.
    - This also references a private easement agreement (Doc. 1053440) between Shopko Stores and State Bank of De Pere (now known as Associated De Pere Bank). The private easement is for footings and construction. Unfortunately, this report for City action does not

initiate the release of the private easement; the release of private easements must be completed separately by the involved parties.

- Fire and emergency access easement on the south side of the former Shopko building.
- Parking easements in and to the parking lot.
- Loading Dock Easement, a common dock for multiple owners.
- Lighting facilities easement for lighting adjacent to the perimeter.
- Landscape Maintenance access.
    - This includes west of the former Shopko building and along Broadway ST and the west side of The Union Hotel.
- Self-Help Easements to perform provisions of the above, and unimpeded access without barricades/dividers.

Recorded February 20, 1989 – Amendment No. 1 – Document 1176186

An amendment to the cross-easement agreement adds "Paul D Algrem" (an individual) as the owner of 320 N Wisconsin ST and establishes a new site plan to represent area with the new owner.

Recorded March 30, 2017 – Amendment No. 2 – Document 1176186

A second amendment to the cross-easement agreement acknowledges the following changes:

- Acknowledgement of RDA owned lands being transferred to the City of De Pere in 2014.
- The removal of Parcel ED-881 from the cross-easement agreement.
- Adding SRK Realty Group LLC as the owner of 310 N Wisconsin ST.
- Parking Ratio Reductions can be considered with all parties' consent, but specific numbers were not specified in 2017.

NOTE: Due to a 2017 misinterpretation a site boundary line being illustrated on the map references the removal of several parcels on the east side of Michigan ST that were never part of the cross-easement agreement. After extensive research, the draft line illustrated on the map in Amendment No. 1 was simply the "TID 4 boundary", The original agreement defined the site plan to include the "Developer's Site" and the "Shopko Site" collectively referred to as the "Site" or "Entire Parcel" The current boundary is properly shown on the Site Map in this report.

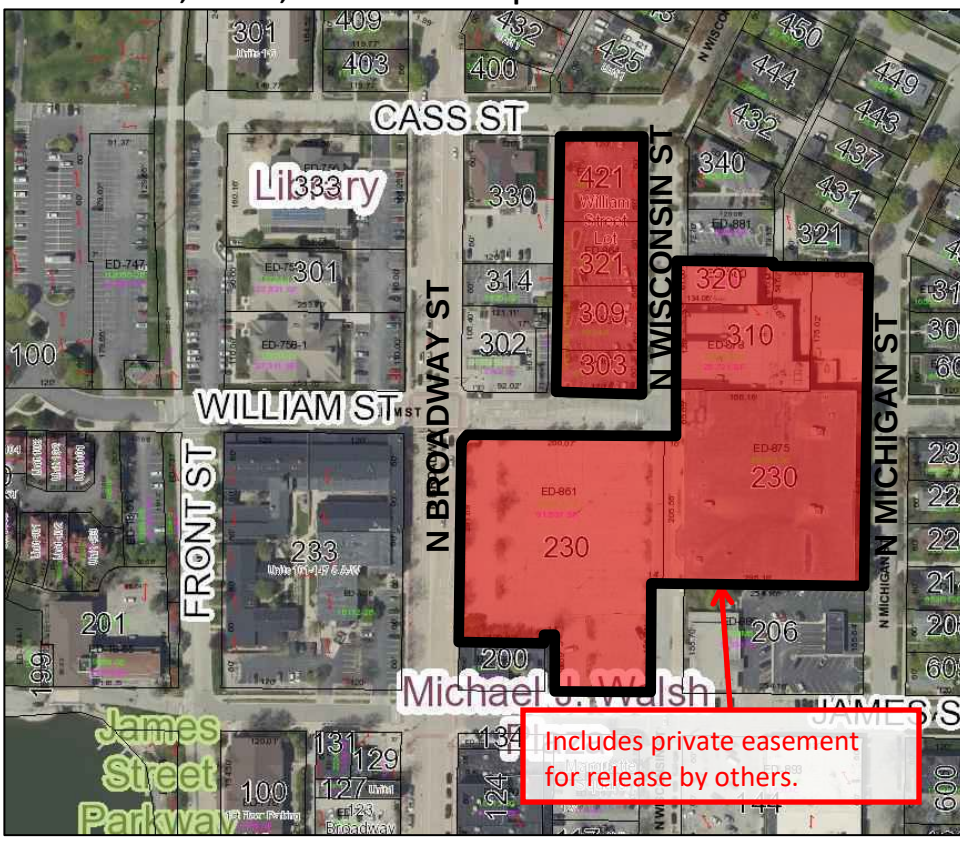
Today

Per Article XI of the 1985 cross-easement agreement, the agreement, or any easement, covenant, restriction, or undertaking may be terminated or amended by recording the appropriate document in the Office of the Register of Deeds of Brown County, Wisconsin. ***This report reflects the actions needed to terminate the agreement, easements, covenants, and restrictions.***

STAFF REVIEW:

When reviewing a release of easement request, staff considers the future need for utilities in the area as well as the location of alternative easements, the recommendation of the Comprehensive Plan, and proposed future development. The easements and easement areas are summarized in the Land Use History section of this report. The specific easement areas and easement locations to be released are summarized in the below graphics:

1. Pedestrian, vehicle, and common component easement areas.



2.01.1. Pedestrian Easements. Nonexclusive easements for the purpose of pedestrian traffic between each Site and (i) each other Site which is contiguous thereto; (ii) the public streets and alleys now or hereafter abutting or located on any portion of the Entire Parcel; (iii) the parking areas now and hereafter located on the Entire Parcel and (iv) over, upon, across and through the Common Areas; limited, however, to those portions of each Site which are improved by the Owner thereof from time to time for pedestrian walkways and made available by such Owner for general use, as such portions may be reduced, increased or relocated from time to time by each such Owner in conformity with the Site Plan.

Impact: Pedestrians will no longer be able to traverse the private property. The City will acquire ROW from DE PERE 230 DEVELOPMENT PARTNERS LLC to ensure the sidewalks remain available to the public.

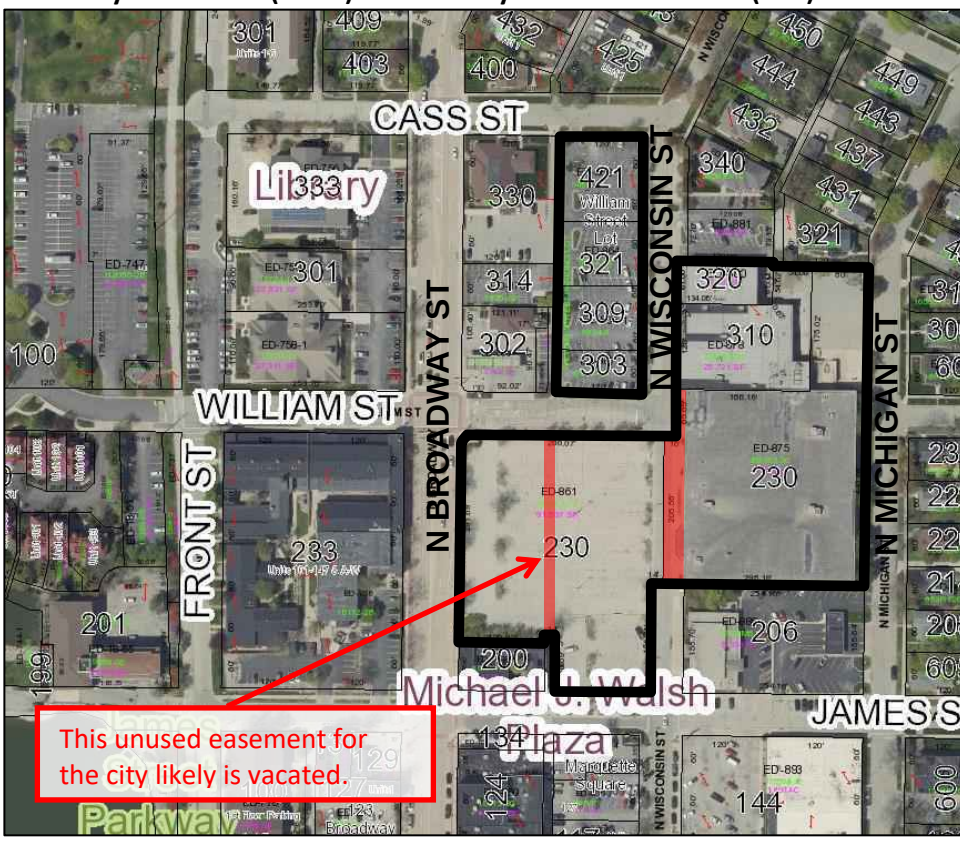
2.01.2. Vehicular Easements. Nonexclusive easements for the purpose of vehicular traffic over, upon, across and between each Site and the public streets and alleys now and hereafter abutting or located on any portion of the Entire Parcel; limited, however, to those portion of the Entire Parcel which are improved by the Owner thereof from time to time for-vehicular accessways as such portions may be relocated

from time to time by such Owner in accordance with the Site Plan.
Impact: Unimpeded vehicular access will no longer be allowed over the former Shopko parking lot. The City will acquire ROW from DE PERE 230 DEVELOPMENT PARTNERS LLC to ensure the roadways remain available to the public.

2.01.3. Common Component Easements. Nonexclusive easements for the purpose of furnishing connection, support and attachment to walls, footings, foundations, slabs, roofs and other structural systems of any improvement now and hereafter constructed on each Site, the encroachment of common components of improvements and the maintenance, repair and replacement of the same; limited, however, to those portions of each Development Tract on which an improvement is contiguous to an improvement constructed on another Site. The Developer specifically grants to Shopko easements for installation, repair, replacement and removal of footings in the three (3) easement areas described on Exhibit "3". Any Owner of a Site (the "Benefited Site") which desires to claim the benefit of the foregoing easement for common components and encroachments will be entitled to exercise such right on the following conditions:

Impact: None. The footings to the benefiting site have been removed.

2. Utility easements (three) and sanitary & storm easement (one).



2.01.4. Utility Easements. Nonexclusive easements for the installation, use, operation, maintenance, repair, replacement and removal of: water lines and systems; telephone lines and systems; gas lines and systems; sanitary sewer lines and systems; electrical lines and systems; storm sewers, drainage lines and systems; and other utility lines or systems hereafter developed to serve one or more of the Sites; provided, however, that all pipes, wires, lines, conduits, mains, sewers, systems and related equipment (hereafter called "Utility Facilities") will be installed underground or otherwise

enclosed and will be installed, operated and maintained in a manner which will not unreasonably interfere with the use of the Entire Parcel or improvements on which such Utility Facilities are located. The Owner of any Burdened Site affected by any of such utility easements will have the right, at any time, and from time to time, to relocate any Utility Facilities then located on the Burdened Site on the conditions that: (i) such right of relocation will be exercisable only after thirty (30) days' prior written notice of the intention to relocate has been given to all Owners using the Utility Facilities to be relocated; (ii) such relocation will not unreasonably interrupt any utility service to the improvements then located on the Benefited Site(s); (iii) such relocation will not reduce or unreasonably impair the usefulness or function of the Utility Facilities to be relocated; and (iv) all costs of such relocation will be borne by the Owner relocating the Utility Facilities.

Impact: The City will require the creation of an easement behind 310 and 320 Wisconsin Street for an existing storm sewer. The City will also require the creation of a new easement for stormwater infrastructure in the former Shopko Parking lot. Other impacted utilities may also require the creation of easement necessary to maintain infrastructure. New easements shall be prepared before releasing the existing documents.

3. Construction easements (three).

2.01.6. Construction Easements. Nonexclusive easements for the purpose of constructing the improvements on the Entire Parcel, including reconstruction, installation, replacement, modification, care and maintenance, provided such use of a Burdened Site is reasonably necessary, will be diligently prosecuted in accordance with sound construction practices and will not unreasonably interfere with the use of the Burdened Site or the improvements thereon. A description of the construction easement areas for the initial construction of the Shopko Building is attached hereto

as Exhibit "4".

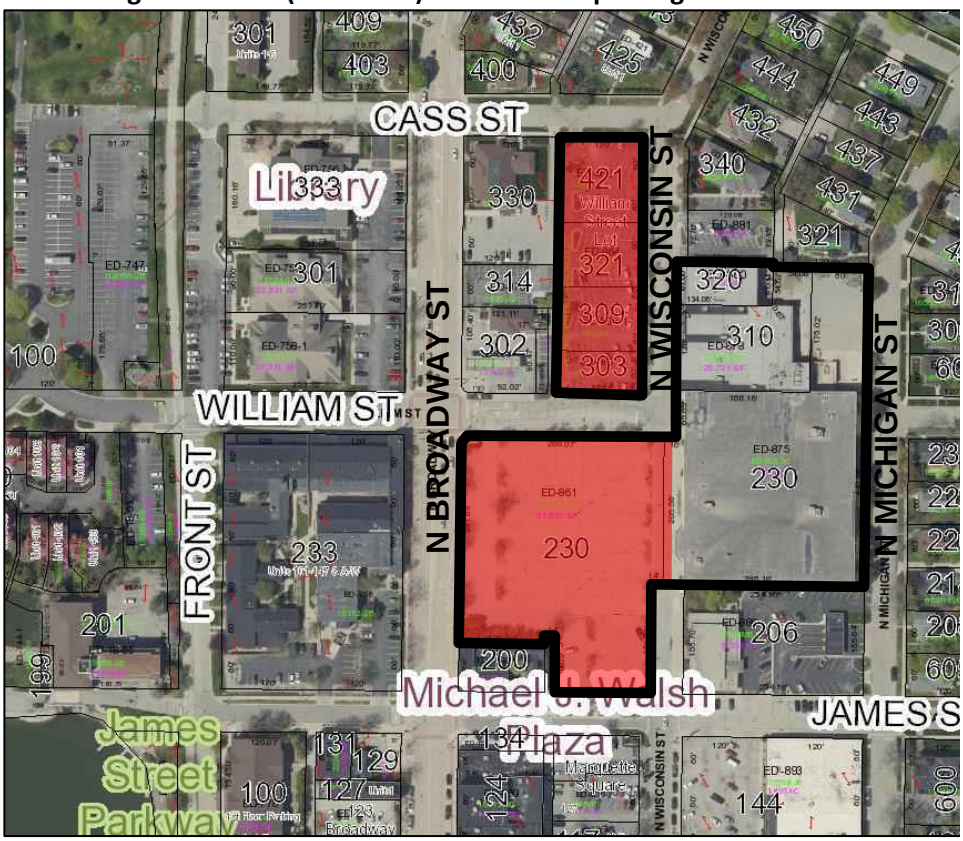
Impact: None, the easement is no longer necessary are the construction of the building in the 1980's.

4. Fire and emergency access easement (one).

2.01.11. Fire and Emergency Access. A nonexclusive easement for fire protection and emergency access for pedestrian and vehicular access, ingress and egress over, across, on and through the real estate described on Exhibit 5 for the benefit of the Shopko Site in common with such other parcels to which Developer might grant similar nonexclusive easements consistent with providing the Shopko Site with such fire and emergency access as is required by law.

Impact: None, the easement is no longer necessary due to the removal of the building.

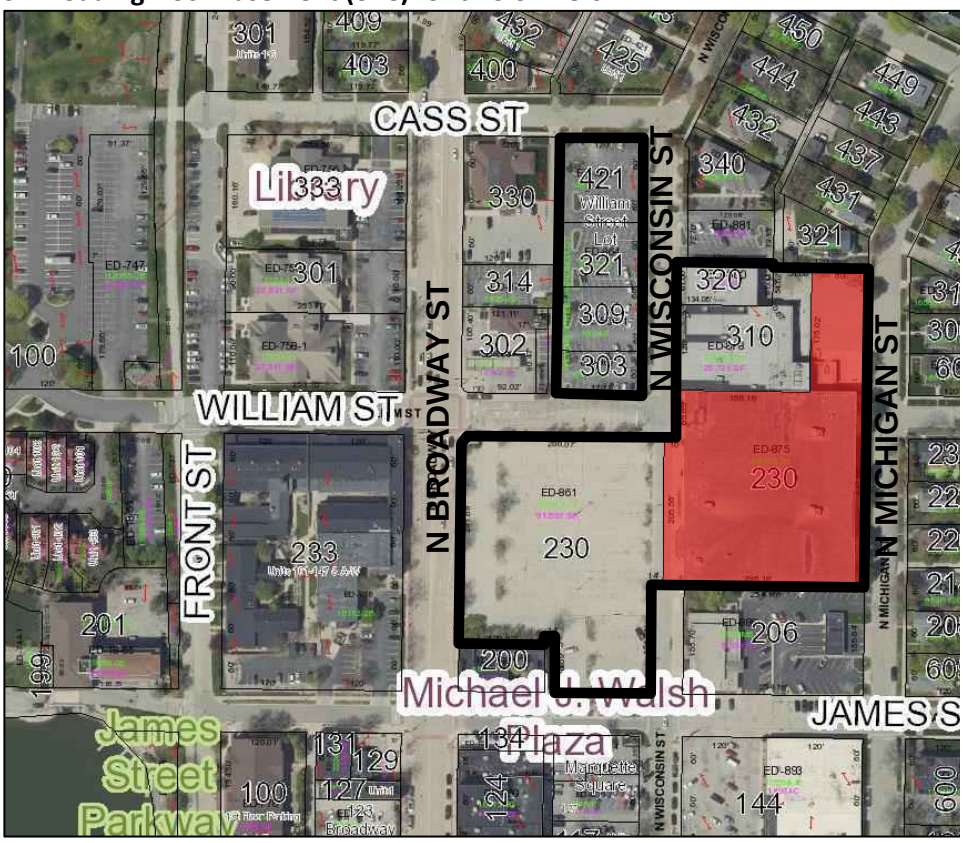
5. Parking Easements (two areas) in and to the parking lots.



2.01.7. Parking Easements. Nonexclusive easements in and to the parking lot for access to and to use for vehicular parking purposes. Such parking easements shall consist of at least 5..5 parking spaces for each 1,000 square feet of net rentable building floor area in the Entire Parcel. Net building floor area is gross building area less (i) penthouse and mezzanine areas used for mechanical, electrical, telephone and other operating equipment, (ii) patio or outside sales areas, (iii) loading docks, or (iv) upper levels of multi-deck stock areas. The easements for parking spaces and access shall be provided in accordance with the Site Plan.

Impact: Reverts parking to standard parking situations common to downtown. Parking in the former Shopko lot would be subject to any private agreements.

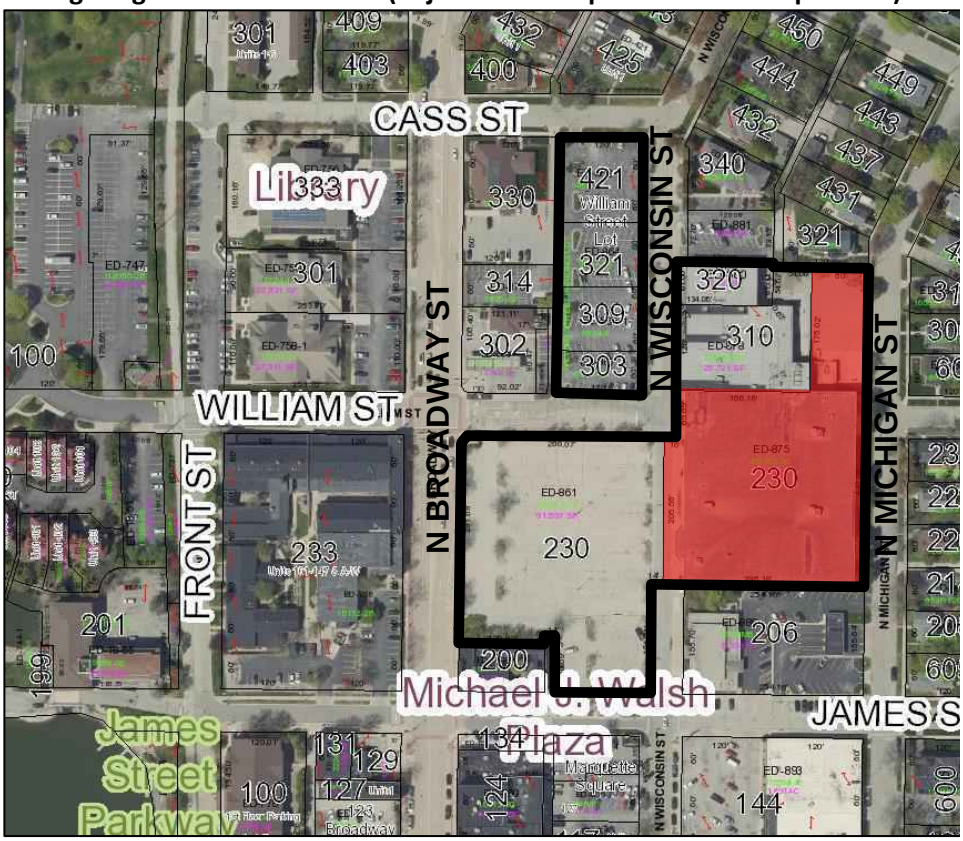
6. Loading Dock Easement (one) for two owners.



2.01.8. Loading Dock Easement. Nonexclusive easements for access to and use of the common loading dock traffic area as between the owners of the two (2) buildings shown on the Site Plan for its intended purposes. The loading dock traffic area shall not be unreasonably obstructed by any user thereof in a manner which results in the inability of the other user entitled to this easement being to reasonably utilize the same.

Impact: Removal requires owners of 310 and 320 N Wisconsin Street to prepare and record their own easement to preserve loading dock access. DE PERE 230 DEVELOPMENT PARTNERS LLC intends to sell/grant/deed/ area north of the future William Street extension to the owners of 310 N Wisconsin Street.

7. Lighting facilities easement (adjacent to the perimeter of Shopko Site).



2.01.9. Lighting Facilities Easement. Nonexclusive easements for access to and use by the Owners and Occupants of the Shopko Site to the public light poles located adjacent to the perimeters of the Shopko Site for installation, repair, replacement, maintenance and removal of electrical wires, conduit, lighting fixtures and related apparatus to share the use of such poles for lighting the Common Area on the Shopko Site.

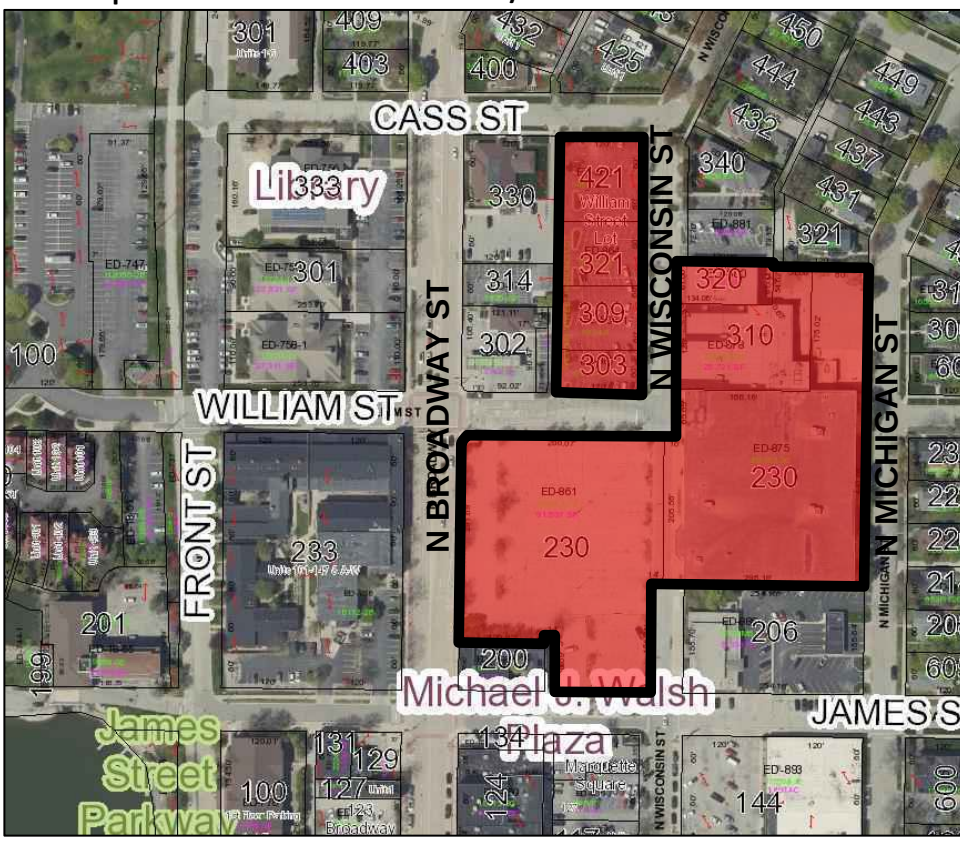
Impact: Removal would place sole maintenance responsibilities on the owners of the "Shopko Parcel" or if in the ROW the responsibility of the City.

8. Landscape Maintenance access easements (two).

2.01.10. Landscape Maintenance. Nonexclusive easements for access to and use by the Developer of the Common Area on the Shopko Site located on the West line of the Shopko Site for the installation, repair, replacement, maintenance, planting, watering, fertilizing and removal of landscaping along North Broadway Street.

Impact: Removal would place sole maintenance responsibilities on the owners of the "Shopko Parcel".

9. Self-Help Easement areas to perform provisions of the above, and unimpeded access without barricades/dividers.



2.01.12. Self-Help Easements. Nonexclusive rights of entry and easements over, across and under each Site for all purposes reasonably, necessary to enable any other Owner of a Site to perform any of the provisions of this Agreement which a defaulting Owner has failed to perform.

10. Other Easements

2.01.5. Access Easements. Nonexclusive easements in accordance with the Site Plan between each Site and the public streets and ways abutting or crossing any portion of the Entire Parcel for the purpose of providing ingress, egress and access to the easements hereby created and to the Common Areas.

2.02.Unimpeded Access. The Owners agree that no barricade or other divider will be constructed between the Development Tracts and the Owners will do nothing to prohibit or discourage the free and uninterrupted flow of vehicular or pedestrian traffic throughout the Site in the areas designated for such purpose by the Owner of each Site; provided that each Owner will have the right to temporarily erect barriers to avoid the possibility of dedicating such areas for public use or creating prescriptive rights therein. Nothing contained herein shall prohibit Shopko from maintaining an outdoor lawn and garden area in the Common Area as designated on the Site Plan.

NEXT STEPS: This project will not be immediately forwarded to the next Common Council meeting for consideration. There are several steps related to the development of the former Shopko site that must be underway first. Some of the steps are summarized below, and further described in a GANTT Chart included with this report.

A. City Release of easements with utilities, private parties, and agencies.
B. Private release of easements between Shopko and State Bank of De Pere.
C. Land division (plat or CSM) that creates new easements and right-of-way.
D. Zoning map amendment (if needed).
E. New Tax Increment District (TID) creation.
F. Site plan review and approval.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the release of easement request subject to the following:

1. Approval by the City Attorney of any recommended changes prior to the approval by the Common Council.
2. Subject to release acceptance by any utilities, private parties, or agencies that have the authority to utilize the easement.
3. Creation of any new easements required by any utilities or agencies that the existing facilities within the current easement area.
4. Creation of a CSM that illustrated the future ROW areas to be acquired by the City of De Pere.

J 9153 I 31

1053439

CROSS-EASEMENT AGREEMENT

(De Pere Wisconsin)

THIS AGREEMENT made this 8th day of July, 1985, by and between SHOPKO STORES, INC., a Minnesota corporation, ("Shopko") and the REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE, WISCONSIN, ("Developer").

WHEREAS, Shopko is the owner of a certain parcel of real estate located in Brown County, Wisconsin, described on Exhibit "1" appended hereto (the "Shopko Site"); and

WHEREAS, the Developer is the owner of a certain parcel of real estate located in Brown County, Wisconsin, described on Exhibit "2" attached hereto (the "Developer's Site"): and

WHEREAS, the parties hereto desire to develop and utilize the Shopko Site and the Developer's Site (hereinafter sometimes referred to as "Site" and collectively referred to as the "Entire Parcel") as an integrated and unified shopping center; and

WHEREAS, the parties hereto desire to provide reciprocal easements for pedestrian and vehicular ingress, egress, parking, passage and traffic and for utilities in, over, upon, across and through the Entire Parcel, the Common Areas and such other areas as are hereinafter provided as though the Entire Parcel were developed and utilized as a single integrated shopping center.

NOW, THEREFORE, in consideration of One Dollar ($1.00) the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt, value and

06/07/85:5

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

 J 9153 I 32

sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

ARTICLE I

Definitions

1.01. Occupant. The term "Occupant" shall mean and include each of the parties hereto, their respective heirs, successors and assigns (including mortgagees) and any person who shall be from time to time entitled to the use and occupancy of space located within the Entire Parcel under any lease, sublease, license or concession agreement, or other instrument or arrangement under which such rights are acquired.

1.02. Common Areas. The term "Common Areas" shall mean and include all parts of the Entire Parcel which are such areas as are from time to time devoted primarily to parking, approaches, exits, entrances, sidewalks, exterior landscaping, incidental and interior roadways, service roads, loading areas and other similar areas.

1.03. Permittees. The term "Permittees" shall mean and refer to all Occupants and all customers, employees, licensees and other business invitees of Occupants.

ARTICLE II

Easements

2.01. Grant of Easements. The Developer and Shopko hereby grant each to the other and to each individual, partnership, joint venture, corporation, trust, unincorporated association, governmental agency or other business entity now or

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

hereafter holding an ownership interest in fee in any part of the Entire Parcel (which persons are herein sometimes singularly called an "Owner" and collectively called the "Owners") the following easements for use by the Owners and their respective Permittees, without payment of any fee or charge, except as otherwise agreed in writing between the Owners:

2.01.1. Pedestrian Easements. Nonexclusive easements for the purpose of pedestrian traffic between each Site and (i) each other Site which is contiguous thereto; (ii) the public streets and alleys now or hereafter abutting or located on any portion of the Entire Parcel; (iii) the parking areas now and hereafter located on the Entire Parcel and (iv) over, upon, across and through the Common Areas; limited, however, to those portions of each Site which are improved by the Owner thereof from time to time for pedestrian walkways and made available by such Owner for general use, as such portions may be reduced, increased or relocated from time to time by each such Owner in conformity with the Site Plan.

2.01.2. Vehicular Easements. Nonexclusive easements for the purpose of vehicular traffic over, upon, across and between each Site and the public streets and alleys now and hereafter abutting or located on any portion of the Entire Parcel; limited, however, to those portions of the Entire Parcel which are improved by the Owner thereof from time to time for vehicular accessways as such portions may be relocated from time to time by such Owner in accordance with the Site Plan.

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

2.01.3. Common Component Easements. Nonexclusive easements for the purpose of furnishing connection, support and attachment to walls, footings, foundations, slabs, roofs and other structural systems of any improvement now and hereafter constructed on each Site, the encroachment of common components of improvements and the maintenance, repair and replacement of the same; limited, however, to those portions of each Development Tract on which an improvement is contiguous to an improvement constructed on another Site. The Developer specifically grants to Shopko easements for installation, repair, replacement and removal of footings in the three (3) easement areas described on Exhibit "3". Any Owner of a Site (the "Benefited Site") which desires to claim the benefit of the foregoing easement for common components and encroachments will be entitled to exercise such right on the following conditions:

(a) The Owner of the Benefited Site will submit plans and specifications showing the improvements proposed to be constructed on the Benefited Site to the Owner of the Site (the "Burdened Site") which will be burdened by the easements hereby created for approval of such plans and specifications by the Owner of the Burdened Site.

(b) Approval of such plans and specifications by the Owner of the Burdened Site will constitute a designation of the

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

portion(s) of the Burdened Site to be used for the purposes therein described. Any approval requested shall not be unreasonably delayed, denied or withheld.

(c) The construction of the improvements on the Benefited Site will be diligently prosecuted by the Owner thereof with due care and in accordance with sound design, engineering and construction practices in a manner which is customary for such improvements and which will not unreasonably interfere with the use of the Burdened Site or the improvements thereon or impose an unreasonable load on such improvements.

(d) The Owner of the Benefited Site will indemnify and hold the Owner of the Burdened Site harmless from all loss, cost and expense arising from the construction use, maintenance, repair, replacement and removal of the improvements on the Benefited Site and the exercise of the rights of the Owner of the Benefited Site hereunder. When the exercise of the rights hereby granted to the Owner of the Benefited Site requires entry upon the Burdened Site or the

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

improvements thereon, the Owner of the Benefited Site will give due regard to the use of the Burdened Site and the improvements thereon in the exercise of such rights and will promptly repair, replace or restore any and all improvements on the Burdened Site which are damaged or destroyed in the exercise of such rights.

(e) Absent a definitive agreement to the contrary, subsequent to the completion of the improvements to the Benefited Site, the Owner of the Burdened Site and the Owner of the Benefited Site will share proportionately the cost of maintenance, repair and replacement of any common component constructed by either of them which provides vertical or lateral support to contiguous improvements, in accordance with that ratio which the load contributed by the improvements of each Owner bears to the total load on such common components; the cost of maintenance, insurance, property taxes, repair and replacement of any common wall, roof or structural joinder constructed by the owner of the Benefited Site (other than components providing support) will be paid solely by the Owner of

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

the Benefited Site (except that each Owner shall bear the costs of routine maintenance, repair and decoration of its side of any common wall).

(f) The Owner of the Burdened Site agrees on the written request of the Owner of the Benefited Site, to execute and deliver an instrument in recordable form legally sufficient to evidence the grant of the easements herein described, the location thereof and such other conditions affecting the grant of such easements, as might have been approved by such Owners.

2.01.4. Utility Easements. Nonexclusive easements for the installation, use, operation, maintenance, repair, replacement and removal of: water lines and systems; telephone lines and systems; gas lines and systems; sanitary sewer lines and systems; electrical lines and systems; storm sewers, drainage lines and systems; and other utility lines or systems hereafter developed to serve one or more of the Sites; provided, however, that all pipes, wires, lines, conduits, mains, sewers, systems and related equipment (hereafter called "Utility Facilities") will be installed underground or otherwise enclosed and will be installed, operated and maintained in a manner which will not unreasonably interfere with the use of the Entire Parcel or improvements on which such Utility Facilities are located. The

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

Owner of any Burdened Site affected by any of such utility easements will have the right, at any time, and from time to time, to relocate any Utility Facilities then located on the Burdened Site on the conditions that: (i) such right of relocation will be exercisable only after thirty (30) days' prior written notice of the intention to relocate has been given to all Owners using the Utility Facilities to be relocated; (ii) such relocation will not unreasonably interrupt any utility service to the improvements then located on the Benefited Site(s); (iii) such relocation will not reduce or unreasonably impair the usefulness or function of the Utility Facilities to be relocated; and (iv) all costs of such relocation will be borne by the Owner relocating the Utility Facilities.

2.01.5. Access Easements. Nonexclusive easements in accordance with the Site Plan between each Site and the public streets and ways abutting or crossing any portion of the Entire Parcel for the purpose of providing ingress, egress and access to the easements hereby created and to the Common Areas.

2.01.6. Construction Easements. Nonexclusive easements for the purpose of constructing the improvements on the Entire Parcel, including reconstruction, installation, replacement, modification, care and maintenance, provided such use of a Burdened Site is reasonably necessary, will be diligently prosecuted in accordance with sound construction practices and will not unreasonably interfere with the use of the Burdened Site or the improvements thereon. A description of the

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

construction easement areas for the initial construction of the Shopko Building is attached hereto as Exhibit "4".

2.01.7. Parking Easements. Nonexclusive easements in and to the parking lot for access to and to use for vehicular parking purposes. Such parking easements shall consist of at least 5.5 parking spaces for each 1,000 square feet of net rentable building floor area in the Entire Parcel. Net building floor area is gross building area less (i) penthouse and mezzanine areas used for mechanical, electrical, telephone and other operating equipment, (ii) patio or outside sales areas, (iii) loading docks, or (iv) upper levels of multi-deck stock areas. The easements for parking spaces and access shall be provided in accordance with the Site Plan.

2.01.8. Loading Dock Easement. Nonexclusive easements for access to and use of the common loading dock traffic area as between the owners of the two (2) buildings shown on the Site Plan for its intended purposes. The loading dock traffic area shall not be unreasonably obstructed by any user thereof in a manner which results in the inability of the other user entitled to this easement being to reasonably utilize the same.

2.01.9. Lighting Facilities Easement. Nonexclusive easements for access to and use by the Owners and Occupants of the Shopko Site to the public light poles located adjacent to the perimeters of the Shopko Site for installation, repair, replacement, maintenance and removal of electrical wires,

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

conduit, lighting fixtures and related apparatus to share the use of such poles for lighting the Common Area on the Shopko Site.

2.01.10. Landscape Maintenance. Nonexclusive easements for access to and use by the Developer of the Common Area on the Shopko Site located on the West line of the Shopko Site for the installation, repair, replacement, maintenance, planting, watering, fertilizing and removal of landscaping along North Broadway Street.

2.01.11. Fire and Emergency Access. A nonexclusive easement for fire protection and emergency access for pedestrian and vehicular access, ingress and egress over, across, on and through the real estate described on Exhibit 5 for the benefit of the Shopko Site in common with such other parcels to which Developer might grant similar nonexclusive easements consitent with providing the Shopko Site with such fire and emergency access as is required by law.

2.01.12. Self-Help Easements. Nonexclusive rights of entry and easements over, across and under each Site for all purposes reasonably necessary to enable any other Owner of a Site to perform any of the provisions of this Agreement which a defaulting Owner has failed to perform.

2.02. Unimpeded Access. The Owners agree that no barricade or other divider will be constructed between the Development Tracts and the Owners will do nothing to prohibit or discourage the free and uninterrupted flow of vehicular or pedestrian traffic throughout the Site in the areas designated

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

for such purpose by the Owner of each Site; provided that each Owner will have the right to temporarily erect barriers to avoid the possibility of dedicating such areas for public use or creating prescriptive rights therein. Nothing contained herein shall prohibit Shopko from maintaining an outdoor lawn and garden area in the Common Area as designated on the Site Plan.

ARTICLE III

Nature of Easements and Rights Granted

3.01. Each and all of the easements and rights granted or created herein are appurtenances to the affected portions of the Entire Parcel and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such portions. For the purposes of such easements and rights, the parcels which are benefited shall constitute the dominant estate, and the particular areas of the Entire Parcel which respectively are burdened by such easements and rights shall constitute the servient estate.

3.02. Each and all of the easements, covenants, restrictions and provisions contained in this Agreement:

(a) Are made for the direct, mutual and reciprocal benefit of the Occupants and Permittees of the respective Sites;

(b) Create mutual equitable servitudes upon each parcel in favor of the other Sites;

(c) Constitute covenants running with the land; and

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

(d) Shall bind every person or entity having any fee, leasehold or other interest in any portion of the Entire Parcel at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

3.03. The acceptance of any transfer or conveyance of title from any party hereto or its respective heirs, representatives, successors or assigns of all or any part of its interest in its Site shall be deemed to:

(a) Require the prospective grantee to agree not to use, occupy or allow any lessee or occupant of such Site to use or occupy the Site in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and

(b) Require the prospective grantee to assume and agree to perform each and all of the obligations of the conveying party under this Agreement with respect to any such Site which will be conveyed to each grantee, in each case by a written instrument executed,

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

acknowledged and recorded in the Office of the Register of Deeds of Brown County.

Notice of each such conveyance and agreement shall be served by the conveying party upon each party or entity then owning fee title to any part of the Entire Parcel within ten (10) days after such conveyance. The notice shall be accompanied by a copy of the conveyance and agreement. Upon such assumption by the new grantee and the service of proper notice, the conveying party shall thereupon be released from any future obligation under this Agreement with respect to the parcel so conveyed to the prospective grantee in compliance with this document, but shall not be relieved from past obligations. The parties hereto agree to execute and deliver any and all documents or assurances necessary or desirable to evidence such release for the purpose of recording or otherwise. When a grantee is a mortgagee, no personal liability or responsibility shall be deemed to be assumed by such mortgagee until and unless such mortgagee actually takes possession of a Site in connection with a mortgage foreclosure action.

ARTICLE IV

Maintenance of Common Areas

4.01. Except with respect to the landscaped area on the West line of the Shopko Site along North Broadway Street to be maintained by the Developer, each party shall maintain the Common Areas from time to time located on its Site. Such maintenance shall include, but shall not be limited to:

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

(a) Maintenance, repair and replacement of the surface and subsurface of the Parking Area to maintain it level, smooth and evenly covered with the type of materials originally constructed thereon or such substitutes as will in all respects be equal to such materials in quality, appearance and durability;

(b) Maintenance and care of all grass, shrubs and landscaping, including, but not limited to, the fertilizing, watering, mowing and trimming thereof;

(c) Removal from the Common Areas and Parking Area of papers, debris, ice, snow, refuse and other hazards to persons using the said Areas, and washing or thoroughly sweeping paved areas as required;

(d) Maintenance of such appropriate Parking Area entrance, exit and directional signs, markers and lights as will be reasonably required from time to time; and

(e) Such painting and repainting as may be required to maintain the Parking Area and equipment installed thereon in high quality condition.

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

4.02. In the event that any party shall fail to properly maintain that portion of the Common Area which is from time to time located on its parcel (such party being herein referred to as the "Defaulting Party"), any other party (hereinafter referred to as the "Nondefaulting Party") may send written notice of such failure to the Defaulting Party. Such notice shall contain an itemized statement of the specific deficiencies (hereinafter referred to as the "Deficiencies") in the Defaulting Party's performance of the Common Areas maintenance to be performed by it. The Defaulting Party shall have ten (10) days after receipt of the said notice in which to correct the Deficiencies or in which to commence to correct the Deficiencies if the Deficiencies cannot be corrected within the said ten (10) day period, and thereafter, to proceed diligently to complete the correction of the Deficiencies. In the event that the Defaulting Party shall unreasonably fail or refuse to timely correct or to begin to correct the Deficiencies, as the case may be, the Nondefaulting Party may, at its option, correct the Deficiencies. In the event that the Nondefaulting Party shall exercise the said option and shall correct the Deficiencies, the Defaulting Party shall, promptly upon receipt from the Nondefaulting Party of an itemized invoice for the costs incurred by the Nondefaulting Party in correcting the Deficiencies, pay all costs to the Nondefaulting Party.

4.03. Maintenance of Easement Areas. Except to the extent that such areas might be operated and maintained by public

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

authorities or utilities, the Owner of each Burdened Site will operate and maintain all of the areas of the Burdened Site which are subject to the pedestrian and vehicular easements created by Sections 2.01.1 and 2.01.2 of this Agreement in sound structural and operating condition at the sole expense of the Owner of the Burdened Site. The operation and maintenance of the common component and encroachment easements created by Section 2.01.3 of this Agreement and the payment of the expenses associated therewith will be governed by the terms of Section 2.01.3 in the absence of specific agreement between the Owners of the Benefited Site(s) and the Burdened Site(s). The Owner of each Burdened Site pursuant to Section 2.01.4 will operate and maintain all Utility Facilities located within the boundaries of such Burdened Site in sound structural and operating condition (except to the extent that such operation and maintenance is performed by public authorities or utilities) and any expenses occasioned thereby will be borne by the Owners of the Benefited Site(s) which are serviced by such Utility Facilities in the ratio which the gross floor area of the improvements located on each Benefited Site bears to the total gross floor area of the improvements located on all Benefited Sites; provided, however, that each Owner will pay all costs associated with the operation and maintenance of Utility Facilities and the consumption of utility services which relate solely to the improvements located on a single Site and no other Owner will have any liability with respect thereto. No costs of operation and maintenance are associated with the

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

easements provided by Sections 2.01.5 and 2.01.8. The costs of operation and maintenance of the easements provided by Section 2.01.6 shall be borne by the Owner of the Benefited Site.

The costs of operation and maintenance of the easements provided by Section 2.01.7 shall be borne by the Owner of the Burdened Site (the Parking Site).

The costs of operation and maintenance of the easements provided by Section 2.01.8 shall be borne forty percent (40%) by the Owner of the Developer's Site and sixty percent (60%) by the Owner of the Shopko Site and reimbursed semiannually by the Owners of the respective sites. The reimbursable costs and expenditures covered by this subparagraph shall consist of all costs of operating, maintaining, managing, equipping, insuring, protecting, correcting, repairing and/or replacing such parking facilities, including its landscaping. Such reimbursable costs and expenditures shall be paid by the 15th day of the third and ninth months of each year or, if later, 30 days after receipt of each bill therefor.

The cost of operation and maintenance of the easements provided by Section 2.01.9 shall be borne by the Owners of the Burdened Site.

The cost of operation and maintenance of the easements provided by Section 2.01.10 shall be borne by the Developer.

The cost of operation and maintenance of the easements provided by Section 2.01.11 shall be borne by Shopko so long as Developer does not grant any other nonexclusive easement of this

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

nature to a third party. If such easement is granted, the cost of the easement shall be shared equally by all parties benefitting therefrom.

ARTICLE V

Enforcement - Injunctive Relief

5.01. In the event of any violation by any party hereto or by any Permittee or Occupant of any part of the Entire Parcel of any of the terms, restrictions, covenants and conditions provided herein, any of the parties, or their respective successors or assigns, as the case may be, shall have in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, thirty (30) days' written notice of the violation will be given to all other parties to this Agreement and to the persons or entity guilty of such violation or threatened violation.

5.02. A party will not be in default under this Agreement unless such party shall have been served with a written notice specifying the default and shall fail to cure such default within thirty (30) days after receipt of such notice, or shall fail to commence to cure the default within such period of time if the default cannot be cured within the said thirty (30) day period, and thereafter, to proceed diligently to complete the curing of the default.

5.03. It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind or otherwise

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

terminate this Agreement, but this limitation shall not affect, in any manner, any other rights or remedies which the parties may have by reason of any breach of this Agreement.

ARTICLE VI

Restriction on Development

6.01. It is agreed that the Entire Parcel shall be developed and utilized consistently with the Site Plan attached hereto as Exhibit "6".

6.02. It is agreed that for so long as the Shopko Site is being used for the operation of a general merchandise discount department store, no portion of the Entire Parcel other than the Shopko Site may be used for a general merchandise discount department store, pharmacy, drugstore, dental clinic, or optical center. This restriction shall not be deemed to prevent or prohibit any sale of health and beauty aid items which are customarily sold from other types of retail stores, nor shall it be deemed to prevent Developer's Site from being leased, occupied or used for the sale of miscellaneous items similar to those which may be sold by Shopko. This restriction may be waived solely by Shopko in writing by an instrument recorded in the Office of the Register of Deeds in which the Cross-Easement Agreement is recorded.

6.03. It is agreed that a parking ratio of not less than 5.5 spaces per 1,000 square feet of gross leaseable area (excluding mezzanines used solely for office space or storage) will be maintained on the Entire Parcel unless condemnation makes

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

maintenance of this parking ratio of ground level parking impossible with the amount of then-existing development on the Entire Parcel. It is further agreed that Shopko shall restrict parking in the two (2) parking spaces shown on the Site Plan lying immediately east of the northeast corner of Lot 4 of the Certified Survey Map recorded on June 3, 1985, in Volume 15 of Certified Survey Maps on pages 21-26 in the Office of the Register of Deeds for Brown County, Wisconsin, from 6 A.M. until 11:59 A.M., Monday through Friday, to permit delivery of supplies to the building situated on said Lot 4; provided, however, that any vehicles seeking to use such parking spaces for delivery purposes shall be restricted to access to and from James Street to such spaces by way of entry onto the Shopko Site opposite Wisconsin Street and from there by way of interior roadway to such spaces by the shortest possible route. Any violation of this access restriction shall terminate this easement on ten (10) days notice to the owner of said Lot 4.

6.04. No curbcuts or public highway access points shown on the Site Plan shall be altered, modified, vacated or discontinued in any manner whatsoever without the written approval of Shopko and the Developer.

ARTICLE VII

Sign Criteria

7.01. Each Party will adhere to the sign criteria for their respective Site set forth in Exhibit "7" hereto.

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

J 9154 I 6

ARTICLE VIII

Mutual Indemnification

8.01. Each Party, with respect to its portion of the Entire Parcel, shall comply with all applicable laws, rules, regulations and requirements of all public authorities and shall indemnify, defend and hold each other Party harmless from and against any and all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and reasonable attorneys' fees) arising out of or in any way related to the failure by such Party to maintain its portion of the Entire Parcel in a safe and proper condition. Each Party shall give each other Party prompt and timely notice of any claim made or suit or action commenced which, in any way, could result in indemnification hereunder.

ARTICLE IX

Insurance and Subrogation

9.01. Shopko and the Developer shall obtain and maintain all risk insurance covering all of the buildings and improvements now or hereafter located on its Site, in an amount equal to ninety percent (90%) of the full replacement cost thereof. Shopko and the Developer shall also obtain and maintain comprehensive public liability insurance covering injuries to persons and property on, in or about its Site, with a single limit of not less than Five Million Dollars ($5,000,000.00) with a deductible not in excess of One Hundred Thousand Dollars ($100,000.00). All such policies of insurance shall be issued by

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

solvent and responsible insurance companies authorized to do business in the State of Wisconsin, and all such policies shall contain a waiver of the right of subrogation. In addition, whenever (a) any loss, cost, damage or expense resulting, directly or indirectly, from fire, explosion or any other casualty, accident or occurrence is incurred by any Party, and (b) such Party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then such Party hereby releases each other Party from any liability it may have on account of loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and hereby waives any right of subrogation in excess of a deductible under such insurance not in excess of $100,000.00 per occurrence which might otherwise exist in or accrue to any person on account thereof.

ARTICLE X

Condemnation

10.01. If all or any part of the Entire Parcel is condemned or taken by any duly constituted authority for a public or quasi-public use, then that portion of the resulting award attributable to the value of any land within the Common Areas so taken shall be payable only to the owner thereof and no claim thereto shall be made by the other owner; provided, however, that all other owners may file collateral claims with the condemning authority, over and above the value of the land within the Common Areas so taken, to the extent of any damage suffered by the Sites of such other owners resulting from the severance of the

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

appurtenant Common Areas so condemned or taken. The owner of the Common Areas so condemned or taken shall promptly repair and restore the remaining portion of the Common Areas owned by such owner as near as practicable to the condition of same immediately prior to such condemnation or taking and without contribution from any other owner. Nothing contained herein shall require any owner to construct other than a ground-level parking lot. If any buildings or other improvements on a Site are condemned or taken, then the resulting award shall be made available and used for repair and reconstruction of such buildings or other improvements, and the same shall promptly be repaired and reconstructed as near as practicable to the condition of same immediately prior to such condemnation or taking.

ARTICLE XI

Duration and Termination

11.01. The easements, covenants, restrictions and other provisions of this Agreement shall be of perpetual duration.

11.02. The parties recognize that by virtue of Section 893.33 of the Wisconsin Statutes currently in effect, easements, covenants and restrictions on use of real estate set forth in any recorded instrument may be barred or rendered unenforceable after various periods from the date of recording as set forth in the statutes, unless an instrument as prescribed by such statutes is filed for record. It is agreed that, as to any restriction, easement, condition or covenant which is by the terms of this

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

Agreement to be extended beyond its applicable period as provided in the statute, any party or Owner or any successor or assign of a party or Owner may file for record the proper instrument for the purpose of extending the same beyond the statutory period so that the same shall terminate only as provided in this Agreement. In the event any party, Owner or successor or assign shall fail or refuse to join in the execution of any such instrument, then each and every other party and Owner and their successors and assigns are hereby appointed an attorney-in-fact for such party or Owner failing or refusing to join in such a request to execute and file such an instrument, which power shall be deemed coupled with an interest.

11.03. This Agreement, or any easement, covenant, restriction or undertaking contained herein, may be terminated, extended or amended as to each of the portions of the Entire Parcel only by the recording of the appropriate document in the Office of the Register of Deeds of Brown County, Wisconsin, which document must be executed by all of the owners and mortgagees, and other holders of recorded interests affected thereby, as of the date of such document, of the Entire Parcel.

ARTICLE XII

Not a Public Dedication

12.01. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication or any portion of the Entire Parcel to the general public or for the benefit of the general public or for any public purpose

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

J 9154 I 10

whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein.

ARTICLE XIII

Recording

13.01. A fully executed counterpart of this Cross-Easement Agreement shall be recorded in the Office of the Register of Deeds of Brown County, Wisconsin.

ARTICLE XIV

Benefit

14.01. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, representatives, successors and assigns.

ARTICLE XV

Waiver

15.01. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed, as, or constitute a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

ARTICLE XVI

Separability

16.01. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

ARTICLE XVII

Applicable Law

17.01. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

ARTICLE XIII

Courterparts

18.01. This Agreement shall be executed in several counterparts, each of which shall be deemed an original.

ARTICLE XIX

Notice

19.01. All notices under this Agreement shall be effective if mailed certified mail, return receipt requested, as follows (unless notice of a change of address is given pursuant hereto):

A. If to SHOPKO:

Shopko Stores, Inc.
P.O. Box 19060
Green Bay, Wisconsin 54307-9060
Attn.: Director of Real Estate

Copy by ordinary mail to:

Super Valu Stores, Inc.
P.O. Box 990
Minneapolis MN 55440
Attn.: Legal Department

and

Kelley, Weber, Pietz & Slater, S.C.
530 Jackson Street
Wausau, Wisconsin 54401
Attn.: Colin D. Pietz

06/07/85:5

J 9154 I 12

B. If to DEVELOPER:

Redevelopment Authority
of the City of De Pere, Wisconsin
335 South Broadway
De Pere, Wisconsin 54115

Copy by ordinary mail to:

City Attorney
City of De Pere
335 South Broadway
De Pere, WI 54115
Attn: Richard J. Dietz, Esquire

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

SHOPKO STORES, INC., a
Minnesota corporation

By: _____
William J. Tyrrell,
President

Attest: _____
William C. Hunt, Secretary

REDEVELOPMENT AUTHORITY OF THE
CITY OF DE PERE, WISCONSIN

By: _____
Thomas M. Olejniczak,
Chairman

Attest: _____
Robert J. Mettner,
Secretary

06/07/85:5

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

J 9154 I 13

STATE OF WISCONSIN)
) ss
COUNTY OF BROWN)

Personally came before me this 19th day of JUNE, 1985, William J. Tyrrell, President of Shopko Stores, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, and to me known to be the person who executed the foregoing instrument, and to me known to be such President of said corporation and acknowledged that he executed the foregoing instrument as such officer as the act of said corporation, by its authority.

Patricia J. Mason
Notary Public, Wisconsin
My Commission Expires: 12/1/85

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

Personally came before me this 24th day of June, 1985, William C. Hunt, Secretary of Shopko Stores, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, and to me known to be such person who executed the foregoing instrument, and to me known to be such Secretary of said corporation and acknowledged that he executed the foregoing instrument as such officer as the act of said corporation, by its authority.

LINDA M. BENSON
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Feb. 25, 1991

Linda M. Benson
Notary Public, Minnesota
My Commission Expires:

06/07/85:5

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

J 9154 I 14

STATE OF WISCONSIN)
)ss.
COUNTY OF BROWN)

Personally came before me this 8th day of July, 1985, Thomas M. Olejniczak, Chairman, and Robert J. Mettner, Secretary, of the REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE, WISCONSIN, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers as the deed of such corporation, by its authority.

Richard J. Olejniczak
Richard T. Dutra
Notary Public, Brown County, WI
My Commission ~~expires~~: is permanent.

THIS INSTRUMENT DRAFTED BY:

Return to:
Colin D. Pietz
Kelley, Weber Pietz & Slater, S. C.
530 Jackson Street
Wausau, Wisconsin 54401

06/07/85:5

J 9154 I 15

EXHIBIT "1"

TO

CROSS-EASEMENT AGREEMENT
(De Pere, Wisconsin)

"Shopko Site"

Lots two (2) and three (3) of the Certified Survey Map recorded on June 3, 1985, in Volume 15 of Certified Survey Maps on pages 21-26 in the Office of the Register of Deeds for Brown County, Wisconsin.

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

J 9154 I 16

EXHIBIT "2"

TO

CROSS-EASEMENT AGREEMENT
(De Pere, Wisconsin)

"Developer's Site"

Lot one (1) of the Certified Survey Map recorded on June 3, 1985, in Volume 15 of Certified Survey Maps on pages 21-26 in the Office of the Register of Deeds for Brown County, Wisconsin, and

Lots 1 - 6, the easterly 17 feet of Lot 7 and the southerly 30 feet of the easterly 17 feet of Lot 8, all in Block 2i, the Original Plat of De Pere, East Side Fox River, Brown County, Wisconsin;

and

The northerly 54.31 feet of Lot 9, Lot 10 and the southerly 20 feet of Lot 11, all in Block 23, Original Plat of De Pere, East Side Fox River, Brown County, Wisconsin.

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

J 9151 I 17

EXHIBIT "3"
TO

CROSS-EASEMENT AGREEMENT
(De Pere, Wisconsin)

Footing Easements

1. Southeast Area.

A parcel of land 5 feet in width being a part of Lot 4, Block 24 and part of the alley between Lots 4 and 9, Block 24, all in the Plat of De Pere, City of De Pere, Brown County, Wisconsin described as:

Beginning at the southeast corner of Lot 2 of Volume 15 Certified Survey Maps page 21; thence South 89°28'57" West 134.08 feet to the west line of the alley between Lots 4 and 9; thence South 0°31'03" East 5.00 feet along said west line; thence North 89°28'57" East 134.08 feet to the west line of Michigan Street; thence North 0°31'03" West 5.00 feet along said west line to the point of beginning.

2. Southwest Area.

A parcel of land 5 feet in width being a part of Wisconsin Street, Plat of De Pere, City of De Pere, Brown County, Wisconsin described as:

Commencing at the southeast corner of Lot 2 of Volume 15 Certified Survey Maps page 21; thence South 89°28'57" West 254.16 feet along the south line of said Lot 2 to the point of beginning on the east line of Wisconsin Street; thence continuing South 89°28'57" West 15.17 feet; thence South 0°31'03" East 5.00 feet; thence North 89°28'57" East 15.17 feet; thence North 0°31'03" West 5.00 feet to the point of beginning.

3. North Area.

A parcel of land located in Lot 1 of Volume 15 Certified Survey Maps page 21, City of De Pere, Brown County, Wisconsin, described as:

Commencing at the northeast corner of said Lot 1, 15 CSM 21; thence South 0°31'03" East 110.02 feet along the east line of said Lot 1 to the point of beginning; thence continuing along said east line South 0°31'03" East 65.00 feet to the southeast corner of said Lot 1; thence South 89°28'57" West 188.16 feet to the southwest corner of Lot 1; thence North 0°31'03" West 8.00 feet along the west line of Lot 1; thence North 89°28'57" East 176.16 feet; thence North 0°31'03" West 57.00 feet; thence North 89°28'57" East 12.00 feet to the point of beginning and subject to a utility easement over the west 8 feet of the above described parcel.

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

J 9154 I 18

EXHIBIT "4"
TO

CROSS-EASEMENT AGREEMENT
(De Pere, Wisconsin)

Construction Easement

A parcel of land 30 feet in width and being a part of Lot 4 and part of the alley between Lots 4 and 9, Block 24, and part of Wisconsin Street, all in Plat of De Pere, City of De Pere, Brown County, Wisconsin, described as:

Beginning at the southeast corner of Lot 2 and Volume 15 Certified Survey Maps page 21; thence South 0°31'03" East 30.00 feet along the west line of Michigan Street; thence South 89°28'57" West 134.08 feet to the west line of an alley between Lots 4 and 9 of Block 24; thence north 0°31'03" West 30.00 feet along said west line to a Point "A" on the south line of Lot 2 and 15 CSM 21; thence North 89°28'57" East 134.08 feet along said south line to the point of beginning.

ALSO: A parcel of land 30 feet in width and being a part of Wisconsin Street, Plat of De Pere, City of De Pere, Brown County, Wisconsin, described as:

Commencing at the above Point "A" at the intersection of the west line of the alley between Lots 4 and 9, Block 24, Plat of De Pere with the south line of Lot 2 of 15 CSM 21; thence South 89°28'57" West 120.08 feet along said south line to the point of beginning on the east line of Wisconsin Street; thence South 0°31'03" East 30.00 feet along said east line; thence South 89°28'57" West 44.00 feet to the east line of Lot 3 of 15 CSM 21; thence North 0°31'03" West 30.00 feet along the said east line; thence North 89°28'57" East 44.00 feet to the point of beginning.

ALSO: A parcel of land 30 feet in width and being part of Lot 1 of Volume 15 Certified Survey Maps page 21 and part of Wisconsin Street, Plat of De Pere all in the City of De Pere, Brown County, Wisconsin and described as:

Beginning at the northeast corner of Lot 1 of 15 CSM 21; thence South 0°31'03" East 175.02 feet along the east line of said Lot 1; thence South 89°28'57" West 188.16 feet; thence South 0°31'03" East 65.69 feet; thence South 89°16'00" West 16.00 feet to the northeast corner of Lot 3 of 15 CSM 21; thence continuing South 89°16'00" West 14.00 feet; thence North 0°31'03" West 95.80 feet; thence North 89°28'57" East 188.16 feet; thence North 0°31'03" West 144.91 feet to the north line of Lot 1 of 15 CSM 21; thence North 89°16'00" East 30.00 feet to the point of beginning subject to a utility easement over part of the above described parcel.

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

J 9154 I 19

EXHIBIT "5"
TO

CROSS-EASEMENT AGREEMENT
(De Pere, Wisconsin)

Fire and Emergency Access

A parcel of land 30 feet in width and being a part of Lot 4 and part of the alley between Lots 4 and 9, Block 24, and part of Wisconsin Street, all in Plat of De Pere, City of De Pere, Brown County, Wisconsin, described as:

Beginning at the southeast corner of Lot 2 and Volume 15, Certified Survey Maps, page 21; thence South 0°31'03" East 30.00 feet along the west line of Michigan Street; thence South 89°28'57" West 134.08 feet to the west line of an alley between Lots 4 and 9 of Block 24; thence North 0°31'03" West 30.00 feet along said west line to a Point "A" on the south line of Lot 2 and 15 CSM 21; thence North 89°28'57" East 134.08 feet along said south line to the point of beginning.

This grant of easement for fire and emergency access shall be non-exclusive and shall not prohibit the owners of the servient tenament from utilizing said parcel for other purposes including, but not limited to, the parking of motor vehicles, provided such additional use does not interfere with, or inhibit, the purposes for which this easement is granted.

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

J 9154 I 20

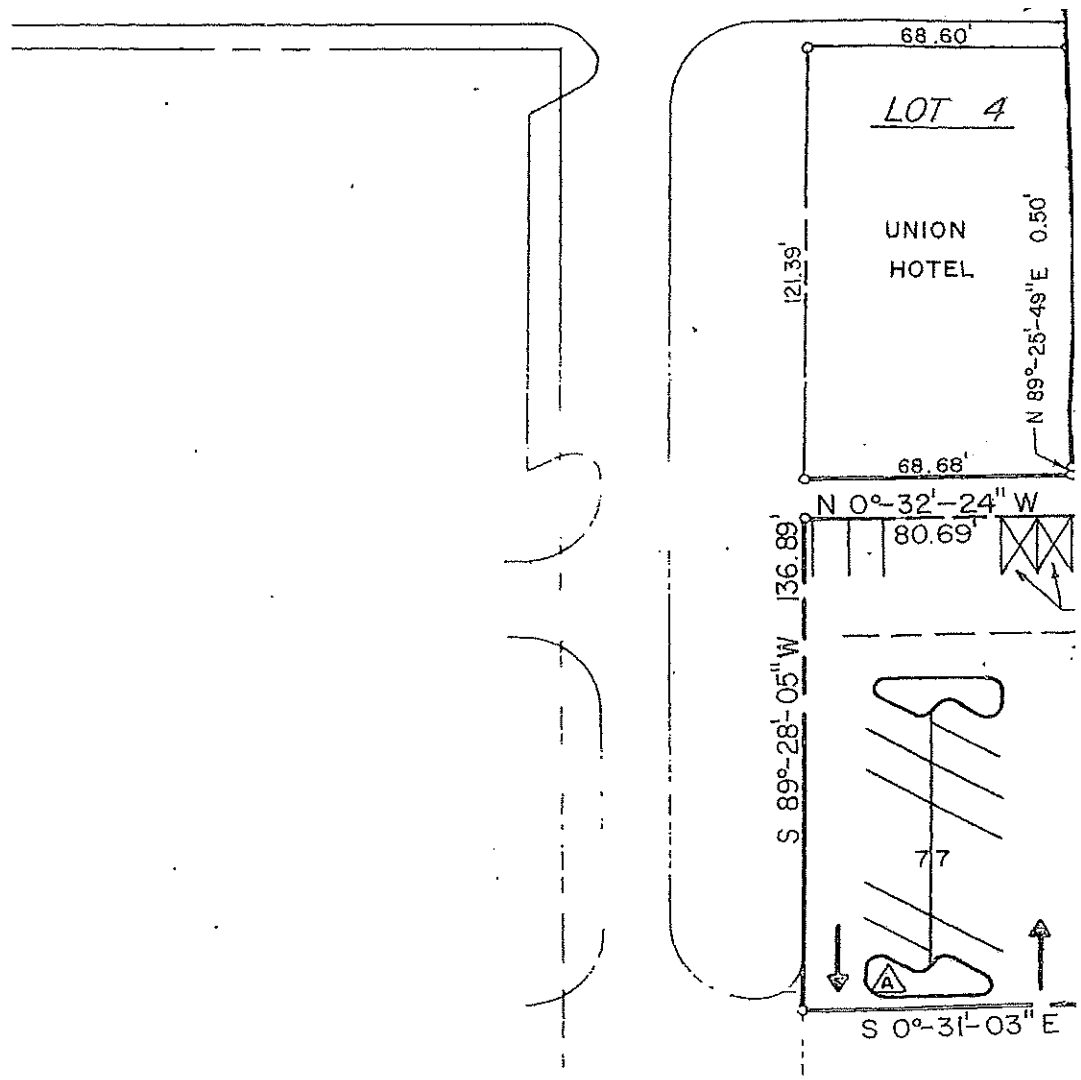
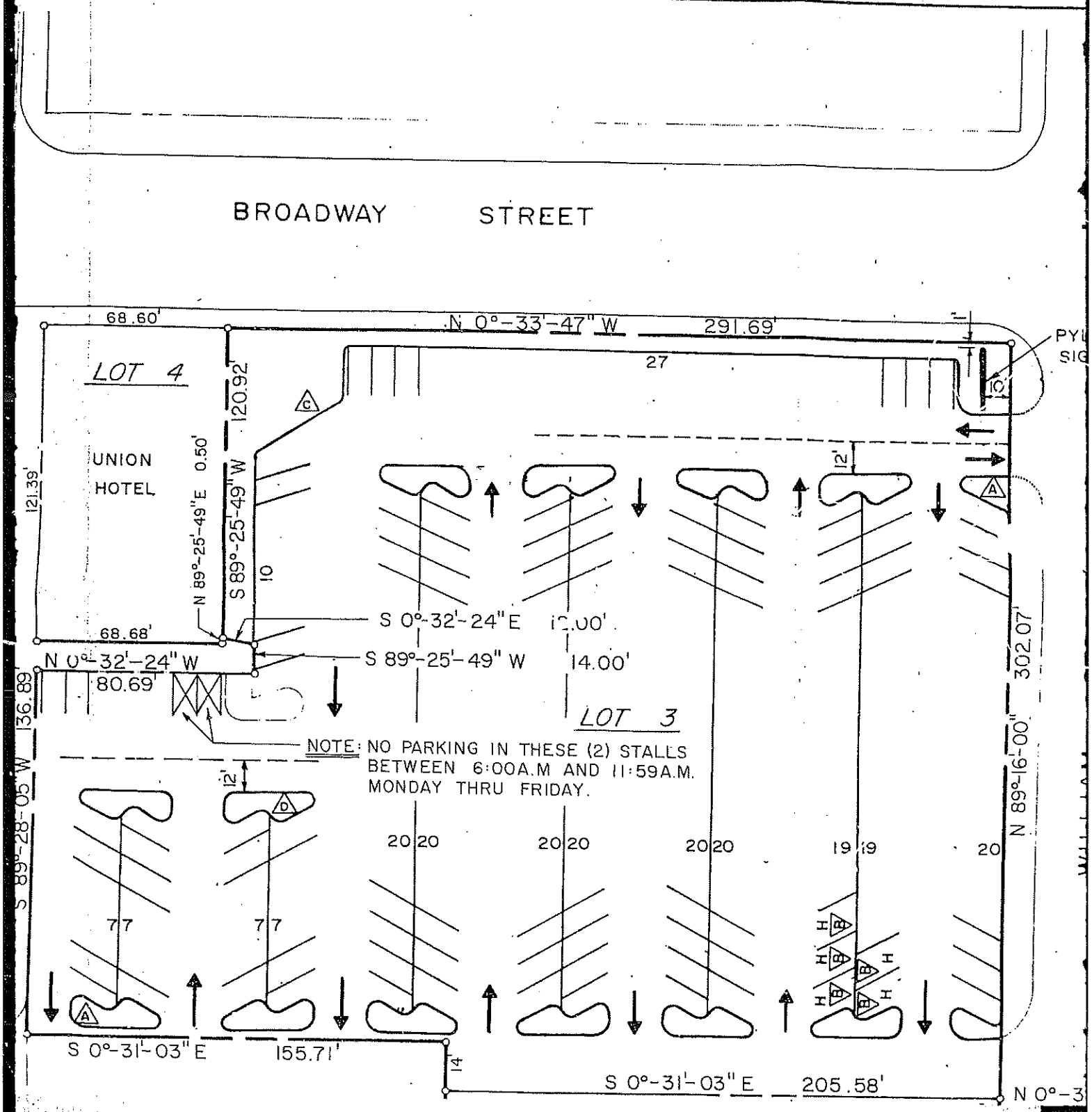


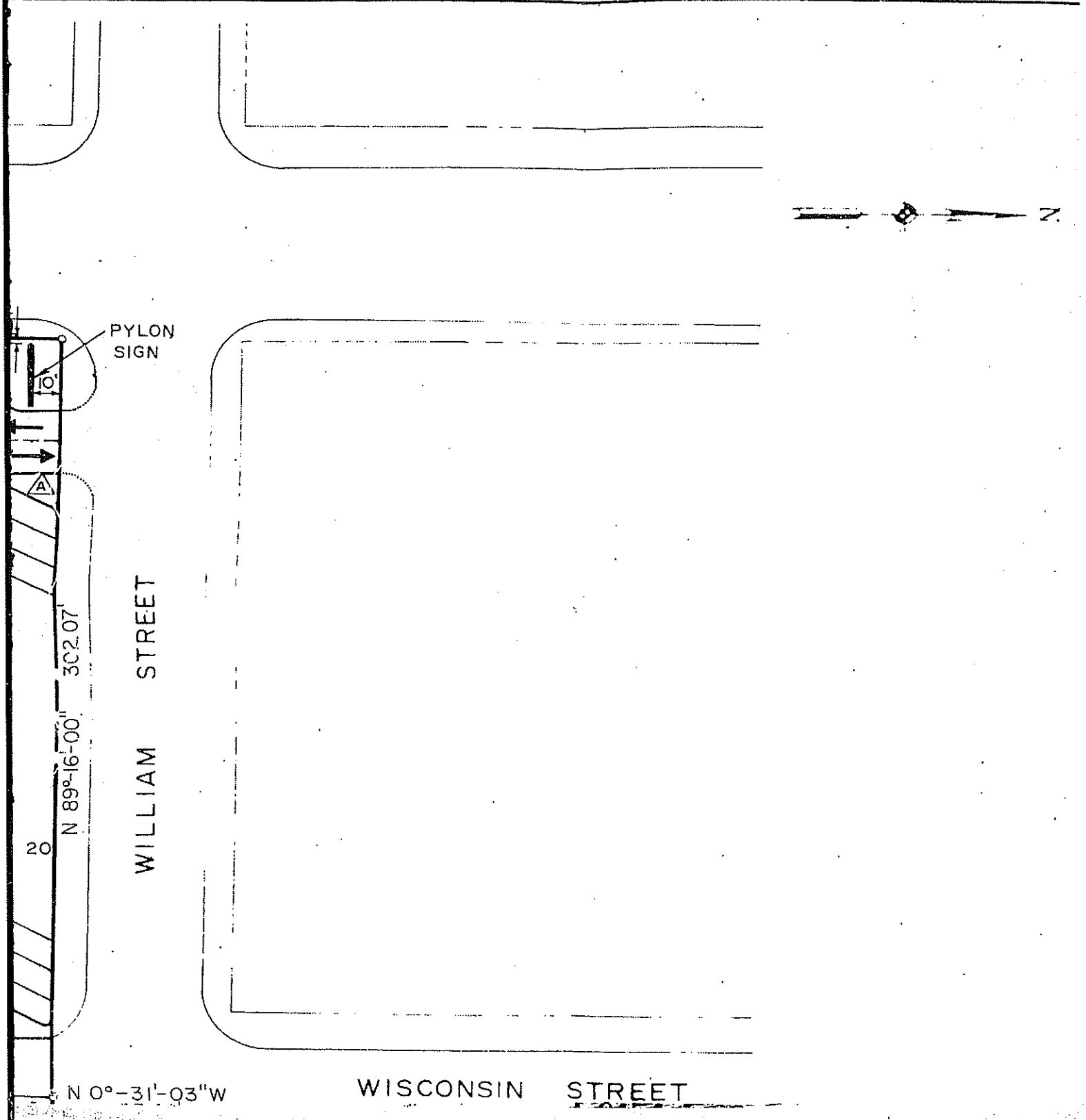
EXHIBIT 6

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.3

J 9154 I 21


BROADWAY STREET
68.60'
N 0°-33'-47" W 291.69'
LOT 4
120.92'
UNION HOTEL
121.39'
N 89°-25'-49"E 0.50'
S 89°-25'-49" W
10
68.68'
N 0°-32'-24" W
80.69'
136.89'
S 0°-32'-24" E
14.00'
S 89°-25'-49" W
14.00'
LOT 3
NOTE: NO PARKING IN THESE (2) STALLS BETWEEN 6:00A.M AND 11:59A.M. MONDAY THRU FRIDAY.
27
12'
302.07'
N 89°-16'-00" W
S 89°-28'-05" W
20 20 20 20 19 19 20
77 77
S 0°-31'-03" E 155.71'
14'
S 0°-31'-03" E 205.58'

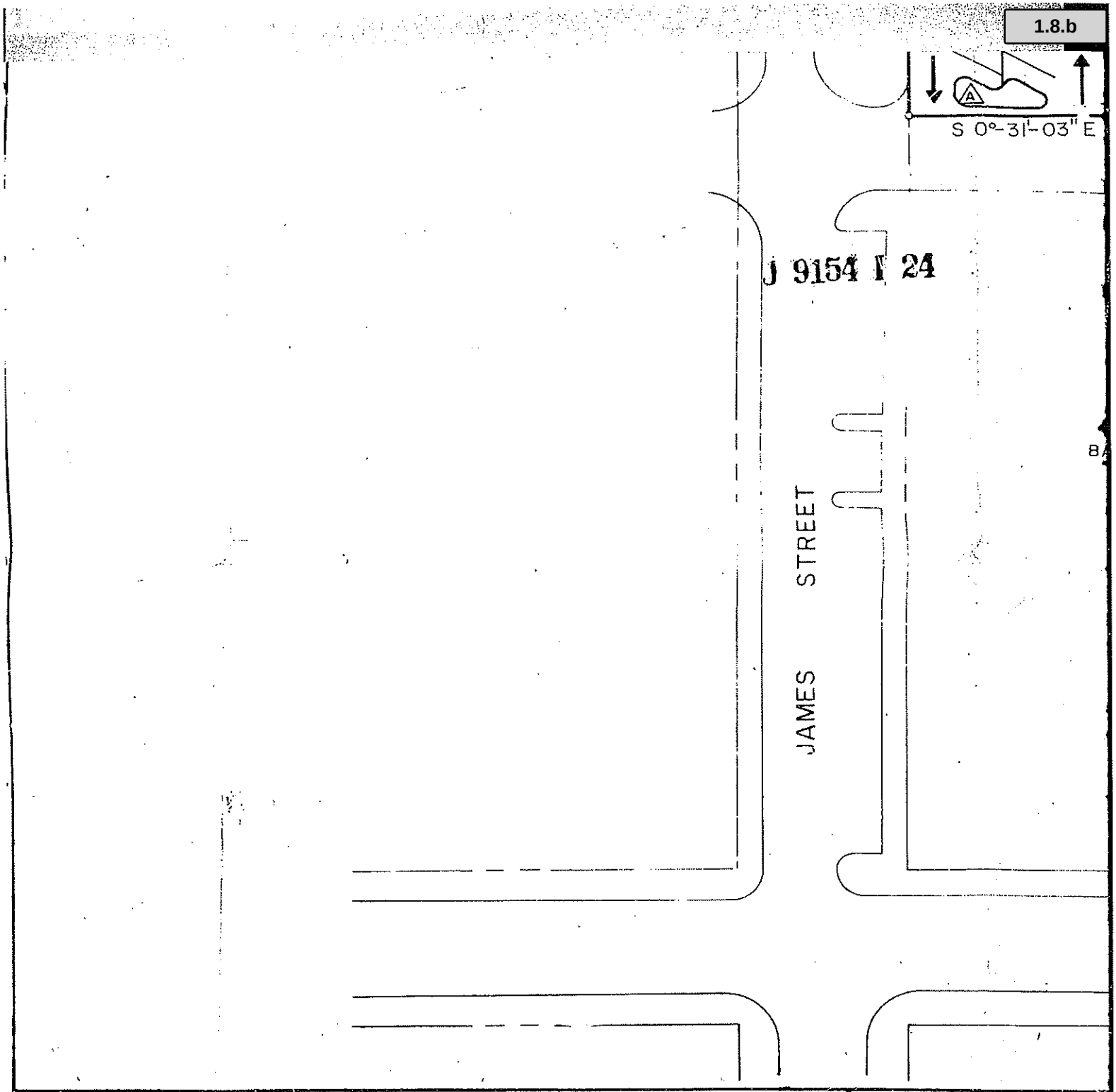
J 9154 F 22



BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by

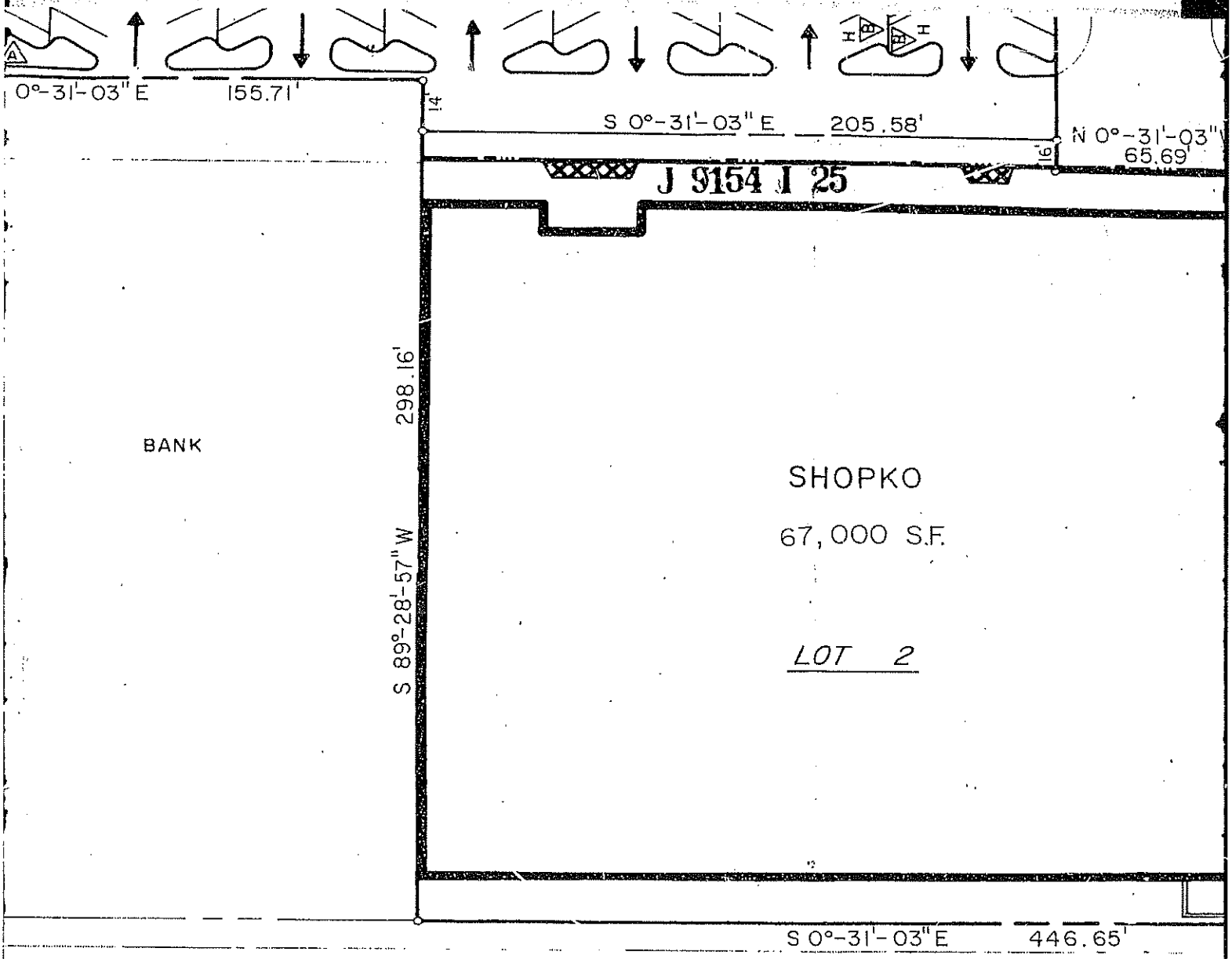
J 9154 I 23

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established b



REVISIONS								BOOK NO	
NO	DESCRIPTION	DATE	BY	NO	DESCRIPTION	DATE	BY	SURVEYED BY	
1				4				DRAWN BY	R.M.H.
2				5				DATE	MAY 1985
3				6				SCOPE D	SK.8474
								SCALE	1" = 40'

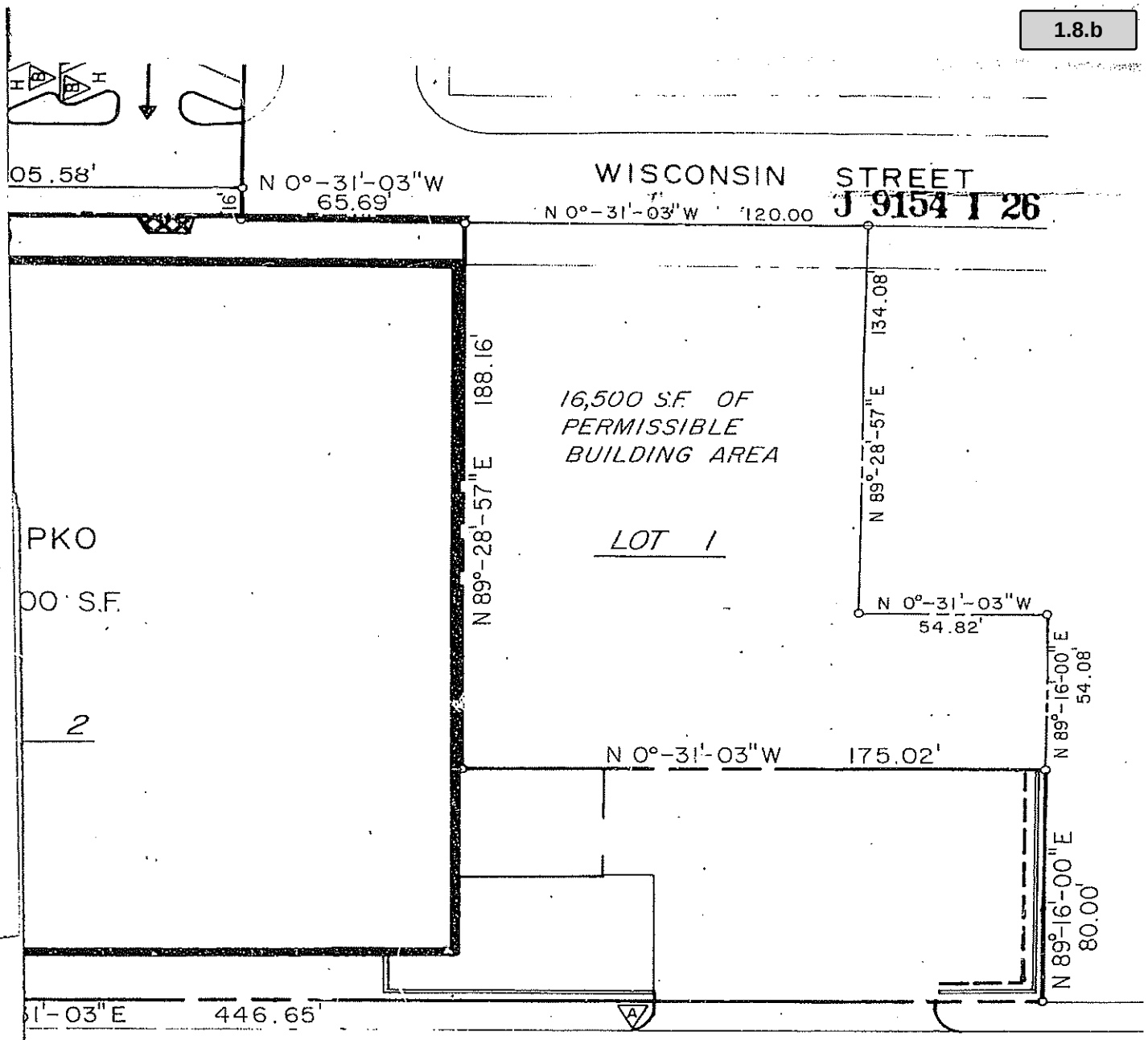
BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(



	PROJECT REVIEW			
R.M.H.	FOR APPROVAL		FOR BIDDING	
MAY 1985	DESIGN	DATE	DESIGN	DATE
SK. 8474	REVIEW	DATE	REVIEW	DATE
1" = 40'				

Foth & Van Dyke
2737 S. Ridge Road
Green Bay, WI 54304
414-[illegible]

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(



oth & Van Dyke

737 S. Ridge Road
reen Bay, WI 54304

ShopKo

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S88

J 9154 I 27

54.08'

80.00'

LEGEND

	HANDICAP RAMP
	℄ STRIPE WHITE
	YELLOW STRIPPING
	PARKING STALLS.
H B	HANDICAP PARKING STALLS
	YELLOW PAINTED CURB DETAIL
	NO PARKING (PAINTED)
	TRAFFIC FLOW (PAINTED)
A	SIGN
	WHEEL - STOPS

SHOPKO — DE PERE
SITE CONSTRUCTION PLANS

MARKING AND SIGN LAYOUT PLAN

SHEET NO. 8

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.3

1053439

J 9154 I 28

EXHIBIT "7"

TO

SHOPKO STORES, INC.

CROSS-EASEMENT AGREEMENT
(De Pere, Wisconsin)

SIGN CRITERIA

1. There shall be no flashing, rotating or moving signs or markers of any type, except that any department store on the Developer Site may erect one (1) freestanding sign (which may not be rotating) to identify its store.

2. There shall be no signs painted on the exterior surface of any building or on roof tops.

3. There shall be no freestanding or pylon signs other than the pylon signs to be maintained by Shopko and Developer in the locations shown on the Site Plan which may have an attraction panel with changeable copy.

4. All signs which front on the parking lot shall be (i) not more than thirty (30) inches in height in the interior of the Mall and not more than thirty-six (36) inches in height on the exterior of the Mall; (ii) approximately flush with the wall of the building to which affixed; (iii) of a length which does not exceed eighty (80%) percent of the linear frontage of the store upon which it fronts; and (iv) of a design which is uniform with other signs similarly placed.

5. Signs may be attached to the facing surfaces of the buildings and any canopies, but shall not be suspended underneath any canopies.

6. There shall be no rooftop signs.

7. No advertising signs will be permitted at the rear of any buildings, except in the case of stores with customer entrances opening directly onto the parking areas.

8. There shall be permitted delivery and access signs in the rear of the buildings.

REGISTER OF DEEDS
BROWN COUNTY

JUL -9 1985

AT 10:39 O'CLOCK A M.

Cathy Willgutte REGISTER OF DEEDS

7940

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

J 14056 I 10

1176186

REGISTER OF DEEDS
BROWN COUNTY
1989 FEB 20 AM 9:20
CATHY WILLIQUETTE BREUNIG
REGISTER OF DEEDS
10.00

AMENDMENT NO. 1 TO

CROSS EASEMENT AGREEMENT

(De Pere, Wisconsin)

THIS AGREEMENT made this 1st day of February, 1989, by and between SHOPKO STORES, INC., a Minnesota corporation, ("Shopko"), the Redevelopment Authority of the City of De Pere, Wisconsin, a Wisconsin municipal corporation ("Developer") and Paul D. Algrem, an individual ("Algrem").

WHEREAS, Shopko and Developer entered into a Cross Easement Agreement dated the 8th day of July, 1985, recorded the 9th day of July, 1985, in Jacket 9153, Images 31-45 and Jacket 9154, Images 1-28, in the Office of the Register of Deeds for Brown County, Wisconsin; and

WHEREAS, Algrem has acquired a portion of the Developer's Site described on Exhibit "2" to said Cross Easement Agreement; and

WHEREAS, the development of the Entire Parcel as defined in said Cross Easement has required an amendment to the Site Plan referred to in Section 6.01 of said Cross Easement which was attached as Exhibit "6" to said Cross Easement Agreement; and

WHEREAS, the parties hereto are the holders of record title to the Entire Parcel which is governed by said Cross Easement Agreement;

NOW, THEREFORE, in consideration of One Dollar ($1.00), the mutual covenants and agreements herein contained and other

01/23/87:1

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged,

IT IS AGREED AS FOLLOWS, TO WIT:

1. NEW SITE PLAN. The Site Plan attached hereto as Exhibit "1" shall amend, supersede and replace the Site Plan attached as Exhibit "6" to the Cross Easement Agreement referred to above the same as if the Site Plan attached hereto as Exhibit "1" was originally attached as Exhibit "6" to said Cross Easement Agreement.

2. REAFFIRMATION. As herein amended, the terms and conditions of the Cross Easement Agreement referred to above are hereby reaffirmed and shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Cross Easement Agreement.

SHOPKO STORES, INC., a
Minnesota corporation

By: _____
William J. Tyrrell, President

By: _____
William C. Hunt, Secretary

REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE, WISCONSIN

By: _____
Thomas M. Olejniczak, Chairman

Attest: _____
Robert J. Mettner, Secretary

01/23/87:1

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

Paul D. Algrem

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 16th day of January, 1987, William J. Tyrrell, President of Shopko Stores, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, and to me known to be the person who executed the foregoing instrument, and to me known to be such President of said corporation and acknowledged that he executed the foregoing instrument as such officer as the act of said corporation, by its authority.

JOYCE L. RUNNING NOTARY PUBLIC STATE OF WISCONSIN

Notary Public, Wisconsin
My Commission Expires: 12-23-90

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Personally came before me this 1st day of February, 1987, William C. Hunt, Secretary of Shopko Stores, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, and to me known to be such person who executed the foregoing instrument, and to me known to be such Secretary of said corporation and acknowledged that he executed the foregoing instrument as such officer as the act of said corporation, by its authority.

LINDA M. F. PETERSON
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Comm. Expires Feb. 25, 1991

Notary Public, Minnesota
My Commission Expires: 2/25/91

01/23/87:1

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 18th day of September, 1987, Thomas M. Olejniczak, Chairman, and Robert J. Mettner, Secretary, of the REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE, WISCONSIN, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers as the deed of such corporation, by its authority.

Richard J. Dietz
Notary Public, Brown County, WI
My Commission expires

STATE OF WISCONSIN)
) ss.
COUNTY OF Brown)

Personally came before me this 11th day of January, 1988, the above named Paul D. Algrem to me known to be such person who executed the foregoing instrument and acknowledged the same.

Patricia Bickner
Notary Public, BROWN County, WI
My Commission expires: 3/14/88

CONSENT AND SUBORDINATION OF MORTGAGEE

The undersigned, being the current holder of record to the mortgage executed by Paul D. Algrem to the City of De Pere, Wisconsin, recorded in Jacket 9747, Image 24, Document No. 1068302 in the Office of the Register of Deeds of Brown County, Wisconsin, does hereby consent to the foregoing Amendment No. 1 to Cross Easement Agreement and does hereby subordinate the lien and operation of its mortgage to the terms and conditions of the

01/23/87:1

Cross Easement Agreement referred to above, as amended by the Amendment No. 1 to Cross Easement Agreement.

VALLEY BANK, GREEN BAY, a WISCONSIN banking corporation

By: _____, VP

Attest: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 11th day of JANUARY, 1988, the above named JOHN C. JAUQUET, VICE PRESIDENT, and STEVEN J. McCLURE, VICE PRESIDENT, of the above named corporation, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers as the deed of such corporation, by its authority.

Patricia Bishner
PATRICIA BISHNER
Notary Public, Brown County, WI
My Commission expires: 2/14/88.

THIS INSTRUMENT WAS DRAFTED BY:

Colin D. Pietz, Esquire
Kelley, Weber, Pietz & Slater, S.C.
530 Jackson Street
Wausau, Wisconsin 54401

01/23/87:1

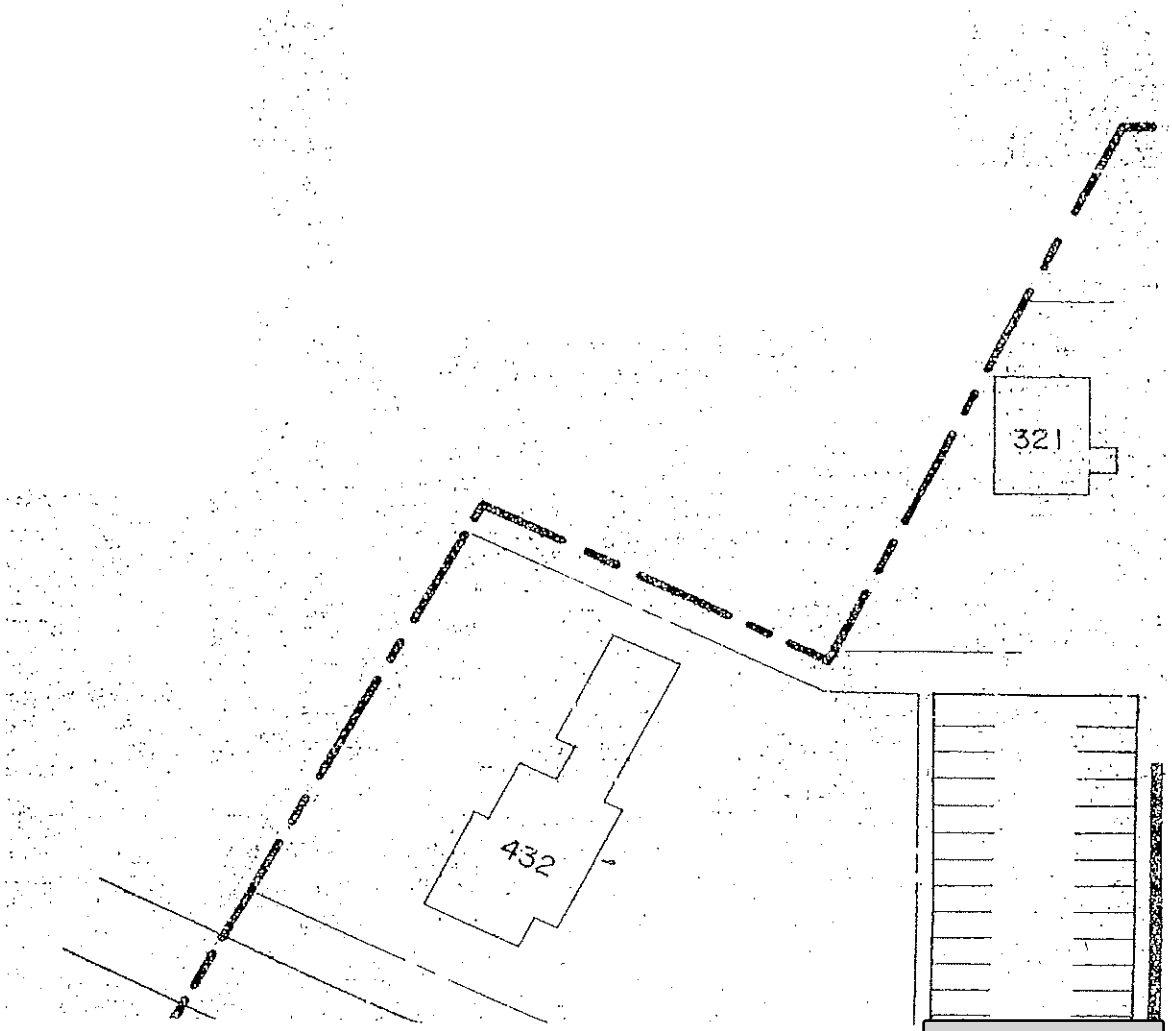
BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

THIS IMAGE
COVERS THE NEXT
7 EXPOSURES

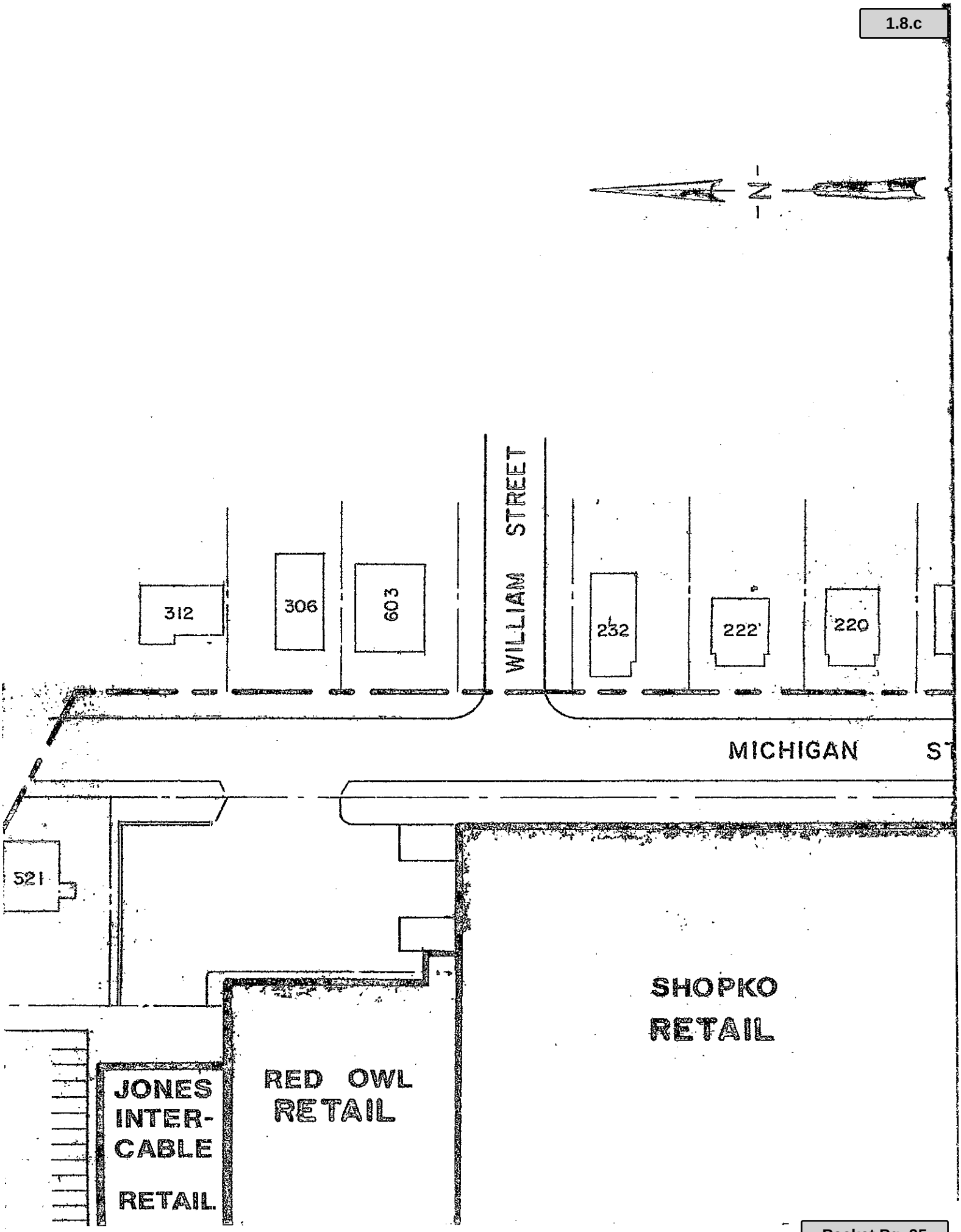
SITE PLAN

SCALE : 1" = 50'

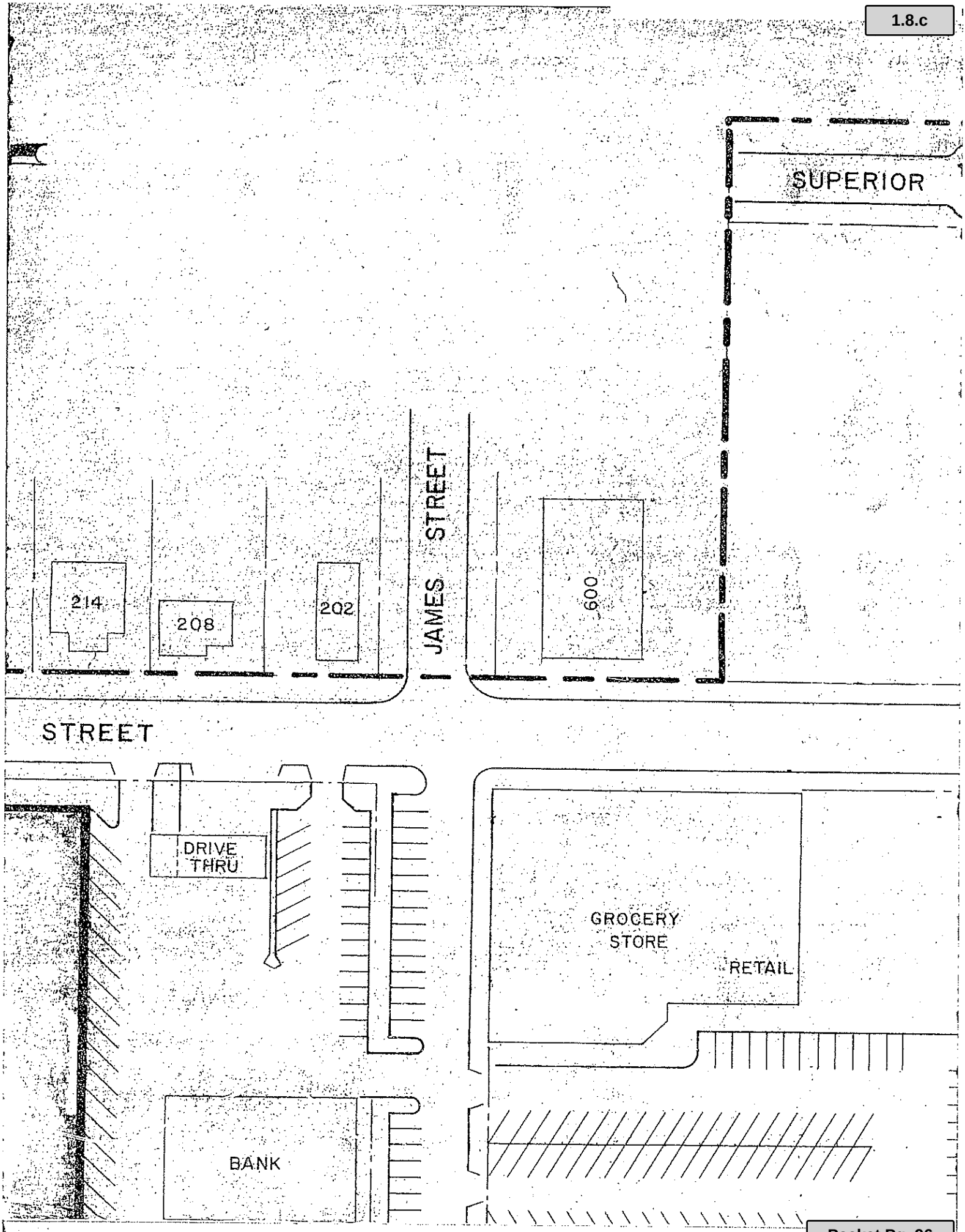
DRAWN : 6 - 1984
REVISED : 12 - 1984
12 - 1986



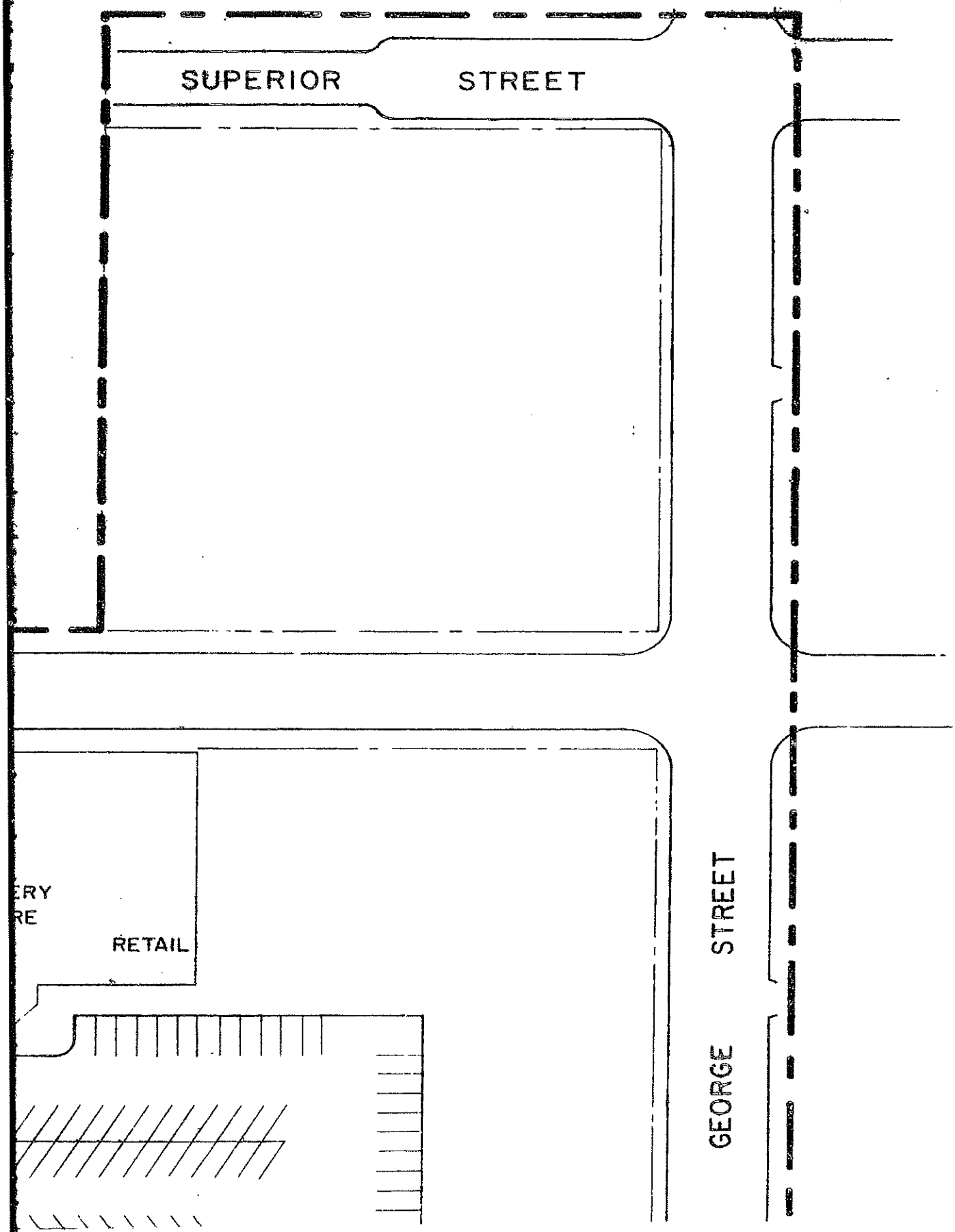
BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(



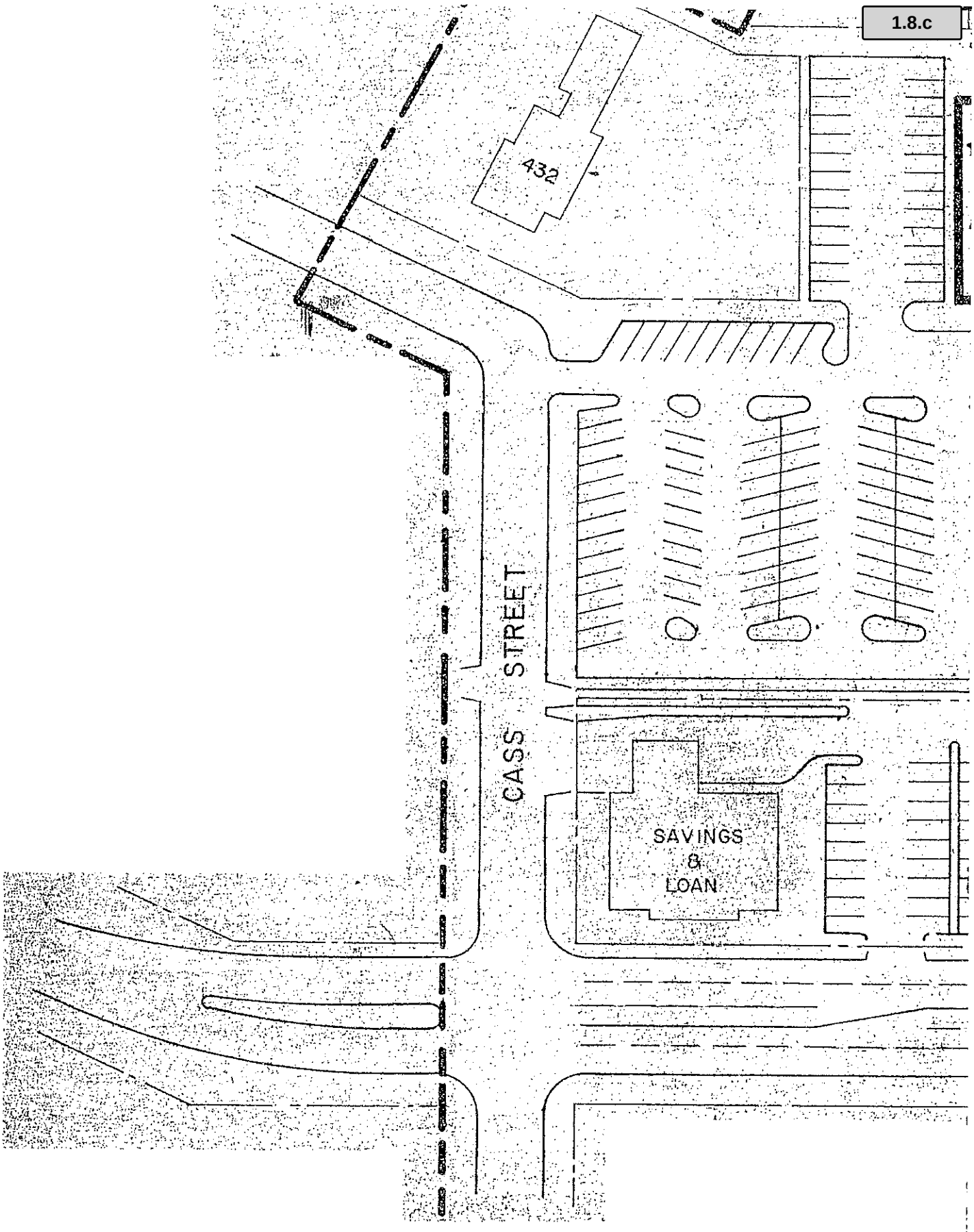
BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30



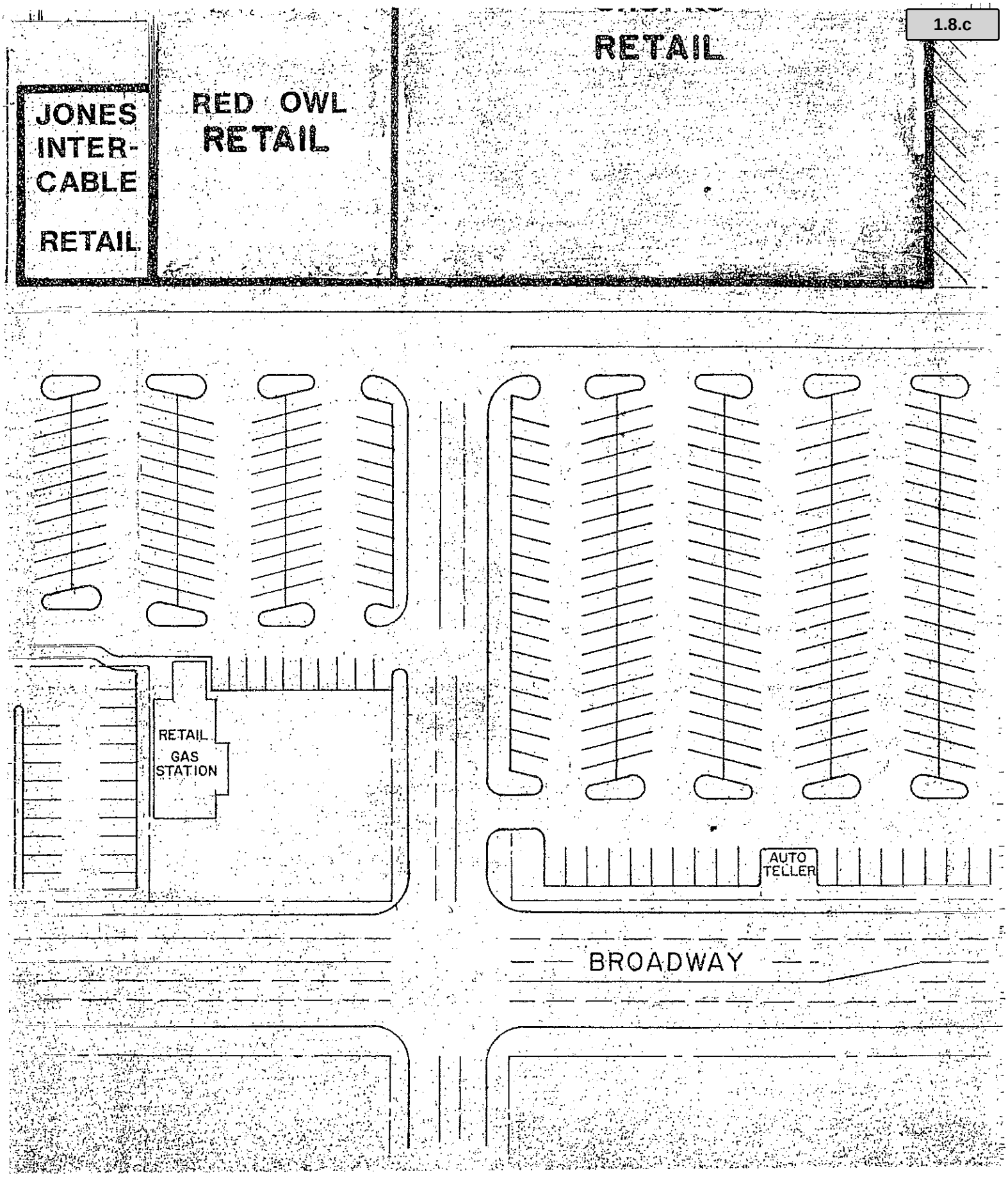
BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(



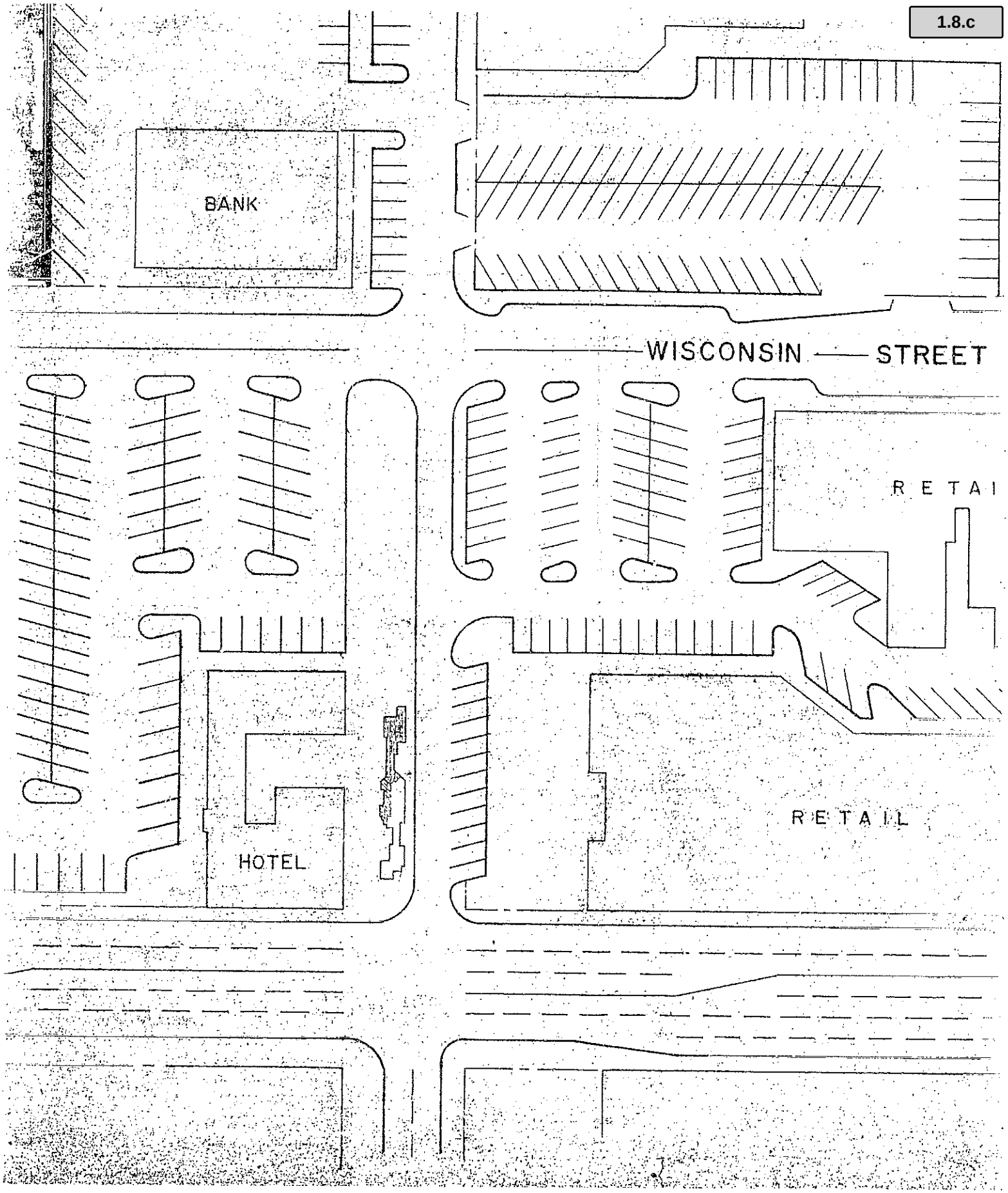
BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by



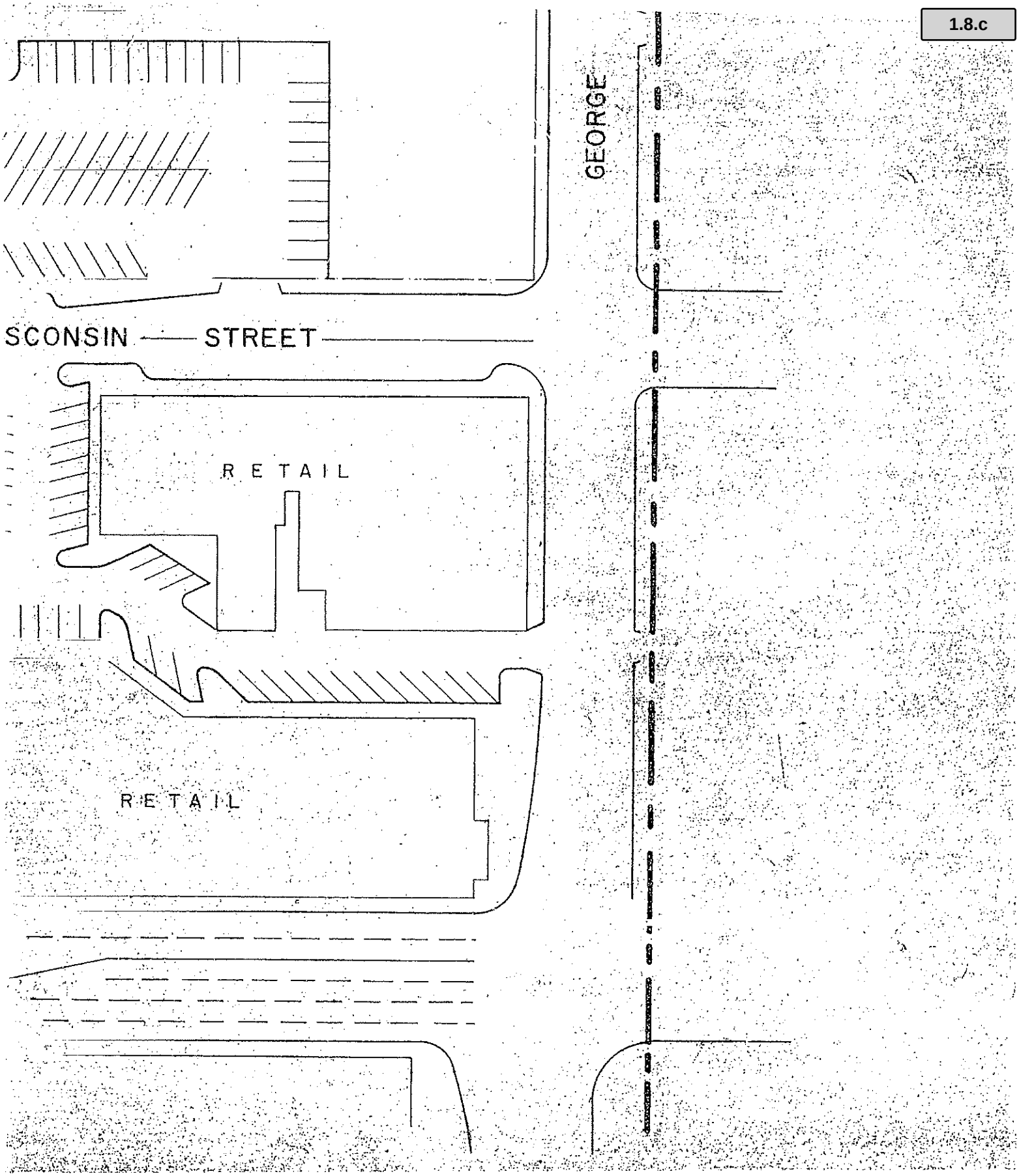
BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(



BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(



BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(1



BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(

8037526 2
Tx:40248757

AMENDMENT NO. 2 TO CROSS EASEMENT AGREEMENT

Document Number **Document Title**

2781062
CHERYL BERKEN
BROWN COUNTY RECORDER
GREEN BAY, WI
RECORDED ON
03/30/2017 1:42 PM
REC FEE: 30.00
EXEMPT #
PAGES: 8

Recording Area

Name and Return Address
Attorney Judith Schmidt-Lehman
City of De Pere
335 South Broadway Street
De Pere, WI 54115

ED-881

Parcel Identification Number (PIN)

Legal Description:

Lot 2, Volume 17 Certified Survey Maps, page 161, Map Number 3230, said lot being part of Lots 10 and 11, Block 23, Original Plat of De Pere, in the City of De Pere, East side of Fox River, Brown County, Wisconsin.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. **USE BLACK INK.**
WRDA Rev. 7/2/2010

AMENDMENT NO. 2 TO CROSS EASEMENT AGREEMENT
(De Pere, Wisconsin)

THIS SECOND AMENDMENT is entered into this 28th day of March, 2017, by and between Medici Rossmore, LLC, a Limited Liability Company registered to do business in the State of Wisconsin, d/b/a Shopko Stores, Inc. ("Shopko"), the City of De Pere, Wisconsin, a Wisconsin municipal corporation ("City"), Paul D. Algrem, an individual ("Algrem") and SRK Realty Group, LLC, a foreign Limited Liability Company ("SRK") collectively referred to as "the Parties";

WHEREAS, Shopko and the Redevelopment Authority of the City of De Pere ("RDA") entered into a Cross Easement Agreement ("Cross Easement") dated July 8, 1985, and recorded on July 9, 1985, in Jacket 9153, Images 31-45 and Jacket 9154, Images 1-28, in the Office of the Register of Deeds for Brown County, Wisconsin; and

WHEREAS, Exhibit 6 to such Cross Easement, showing the "site plan" for the Entire Parcel (as defined in the Cross Easement), including the areas subject to the Parking Easements created under paragraph 2.01.7. thereof, was amended pursuant to Amendment No. 1 to Cross Easement Agreement (De Pere, Wisconsin) ("Amendment No. 1"), which was recorded at the Brown County Register of Deeds Office on February 20, 1989 as Document Number 1176186, Jacket 14056, Image 10; and

WHEREAS, the RDA quitclaimed its interest in the following real property comprising the Developer's Site (as described in the Cross Easement) to City on February 5, 2014, and recorded at the Office of the Brown County Register of Deeds on February 11, 2014 as Document Number 2658641: Parcels ED-834, ED-835, ED-862, ED-864, ED-865, ED-867, ED-870, and ED-881; and

WHEREAS, on June 16, 2016, SRK acquired Parcel ED-878, which is located within the area identified as Developer's Site and shown on "Exhibit 2" to said Cross Easement Agreement; and

WHEREAS, over the course of time, changes in the use of the Entire Parcel (as defined in the Cross Agreement), together with changes in consumer shopping habits and vehicular transportation practices may, from time to time, necessitate revisions to the parking space ratio established for Parking Easements under Section 2.01.7 of the Cross Easement; and

WHEREAS, City has requested consent of the Parties to a reduction in such parking ratio as shown on Exhibit A, attached and incorporated by reference; and

WHEREAS, the parties hereto constitute all of the holders of record title to the parcels comprising the Entire Parcel which are governed subject to and governed by said Cross Easement Agreement and Amendment No. 1.

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. The parking ratio in Section 2.01.7 of the Cross Easement shall not be reduced except upon consent of all the Parties.

2. The Parties hereby consent to Exhibit 6 of the Cross Easement and Amendment No.1 being hereby revised and amended as follows:

    A. The City owned parking area known as Parcel ED-881 and shown on Exhibit A is hereby determined surplus and said parcel is removed from the definition of Entire Parcel under the Cross Easement and Amendment No. 1.

    B. That area bounded by Michigan Street, George Street, N. Superior Street and the northerly property lines of Parcels ED-971 and ED-964 is likewise determined surplus, and said area is removed from the definition of Entire Parcel under the Cross Easement and Amendment No. 1.

3. Except as herein amended, the terms and conditions of the Cross Easement Agreement referred to above are hereby reaffirmed and shall be and remain in full force and effect.

4. This Agreement may be executed in counterpart signature pages.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to Cross Easement Agreement.

MEDICI ROSSMORE, LLC

By: _____

Name:

Title: Wayland Myers
Managing Partner

_____

Name:

Title:

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this _____ day of _____, 2017, _____, Member of Medici Rossmore, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

Name:
Notary Public, State of Wisconsin
My commission expires: _____.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN DIEGO)

On 2-22-17 before me, RON J. SEGAL, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared WAYLAND MYERS
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

RON J. SEGAL
Commission # 2098015
Notary Public - California
San Diego County
My Comm. Expires Feb 21, 2019

Signature Ron J. Segal
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

©2015 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

CITY OF DE PERE
By:

Michael J. Walsh, Mayor

Carey Danen
Deputy City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 28th day of March, 2017, Michael J. Walsh, Mayor, and Carey Danen, Deputy City Clerk, of the City of De Pere, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Angela M. Zills
Name: Angela M. Zills
Notary Public, State of Wisconsin
My commission expires: 4/15/2018

ANGELA M. ZILLS NOTARY PUBLIC STATE OF WISCONSIN

Paul D. Algrem

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 24th day of March, 2016, Paul D. Algrem, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Angela M. Zills

Name: Angela M. Zills
Notary Public, State of Wisconsin
My commission expires: 4/15/2018.

ANGELA M. ZILLS NOTARY PUBLIC STATE OF WISCONSIN

SRK REALTY GROUP, LLC
By: Raghunath

Name: RAGHUNATH MALLEPALLI
Title:

STATE OF) Texas
) ss:
COUNTY OF) Collin

Personally came before me this 23rd day of March, 2017, Raghunath Mallepalli, Member of SRK Realty Group, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Name:
Notary Public, State of Texas
My commission expires: 6-11-19

SUSAN L. SHAW
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-11-19

Drafted By: Attorney Judith Schmidt-Lehman

H:\azills\Agreements\2016\Amendment No. 2 to Cross Easement Agreement-Revisions changes accepted final JSL2-17.docx

TERMINATION OF CROSS – EASEMENT AGREEMENT

THIS TERMINATION OF CROSS – EASEMENT AGREEMENT is made and entered into as of the _____ day of May, 2024, by and among DE PERE 230 DEVELOPMENT PARTNERS, LLC, a Wisconsin limited liability company ("Developer"), 126 SOUTH BROADWAY, LLC, a Wisconsin limited liability company ("126"), LKW HOLDINGS LLC, a Wisconsin limited liability company ("LKW"), and the CITY OF DE PERE, WISCONSIN, a Wisconsin municipality (the "City').

Background

Shopko Stores, Inc. and the Redevelopment Authority of the City of De Pere, Wisconsin entered into a Cross-Easement Agreement dated as of July 8, 1985 and recorded on _____ _____, 1985 with the Brown County Register of Deeds in Jacket 9153, Image 31 - 45 and Jacket 9154, Images 1 – 28 as Document No. 1053439, as amended by an Amendment No. 1 to Cross Easement Agreement dated as of February 1, 1989 and recorded with the Brown County Register of Deeds in Jacket 14056, Images 10 - _____ as Document No. 1176186 (collectively, the "Cross – Easement").

The Cross – Easement was entered into in connection with the original development of a shopping center, including a Shopko retail store, on the properties identified in the Cross – Easement. Developer has acquired the former Shopko site for redevelopment, and the redevelopment plans require that the Cross - Easement be terminated. Developer, 126, LKW, and the City, as owners of all of the property originally encumbered by the Cross – Easement, hereby agree that the Cross – Easement may be terminated in its entirety.

NOW THEREFORE, for good and valuable consideration, Developer, 126, LKW and the City hereby agree as follows:

1. Capitalized terms used herein without definitions have the meanings ascribed to them in the Cross – Easement.

2. Developer, 126, LKW, and the City are all of the present owners of the Entire Parcel, which consists of the Shopko Site and the Developer's Site, as described on Exhibits 1 and 2 to the Cross – Easement.

3. Developer, 126, LKW, and the City are also all of the benefitted parties of the Footing Easements, Construction Easement, and Fire and Emergency Access Easement, as described on Exhibits 3, 4, and 5 to the Cross – Easement.

4. Developer, 126, LKW, and the City, as all of the owners of the Entire Parcel and the benefitted parties for all of the easements described in the Cross – Easement, hereby agree that the Cross – Easement, specifically including the First Amendment thereto, is hereby terminated in its entirety and shall be of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Termination of Cross – Easement Agreement as of the date first written above.

DE PERE 230 DEVELOPMENT PARTNERS, LLC

By: _____
Its: _____

126 SOUTH BROADWAY, LLC

By: _____
Its: _____

LKW HOLDINGS LLC

By: _____
Its: _____

CITY OF DE PERE, WISCONSIN

By: _____
Its: _____

By: _____
Its: _____

[ACKNOWLEDGEMENTS ON NEXT PAGES]

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2024, the above-named _____, to me known to be the _____ of De Pere 230 Development Partners, LLC and the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission: _____

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2024, the above-named _____, to me known to be the _____ of 126 South Broadway, LLC and the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission: _____

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2024, the above-named _____, to me known to be the _____ of LKW Holdings LLC and the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission:_____

[ACKNOWLEDGMENTS CONTINUED ON FOLLOWING PAGE]

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2024, the above-named _____ and _____, to me known to be the _____ _____ and _____ of the City of De Pere, Wisconsin and the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission: _____

This instrument drafted by:

Michael J. Lokensgard
Godfrey & Kahn, S.C.
100 W. Lawrence Street
Appleton, WI 54911

31135290.1

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**Information Technology**
FROM:	**Steve Massey**
SUBJECT:	**Recommendation from the Finance Committee on City Hall Floor 1 Data Center Cooling Redundancy – Approval of Reallocation of ARPA Funding.**

ATTACHMENTS:

- Memo to Finance - City Hall Floor 1 Data Center Redundant Cooling_SMv1 (PDF)

CITY OF DE PERE
MEMO

To: Mayor James Boyd
Members of the Finance/Personnel Committee
From: Steve Massey, IT Director
Date: May 9, 2024

RE: **City Hall Floor 1 Data Center Cooling Redundancy – Approval of Reallocation of ARPA Funding**

Redundant cooling was installed in the City Hall floor 2 data center in March 2024. ARPA funding in the amount of $30,000 was approved for the project. The project ended up costing $12,150.

The City Hall floor 1 data center currently has a wall A/C unit that struggles to maintain adequate cooling year-round. If the wall A/C unit fails it would cause the City IT infrastructure to overheat resulting in IT resources becoming unavailable until adequate cooling becomes available. Adding a redundant A/C unit would provide stable cooling in the datacenter in the event of cooling equipment failure. The cost to add redundant cooling to the floor 1 data center is $12,150. Staff is seeking approval of reallocating unspent ARPA funding from the floor 2 data center cooling project to fund the floor 1 data center cooling project.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Recommendation from the Finance/Personnel Committee to auction surplus public safety vehicles and equipment.**

This item was approved unanimously by the Finance/Personnel Committee at its meeting on 5/14; however, the Committee's recommendation includes proceeds being returned to the original funding source.

ATTACHMENTS:

- Public Safety Vehicle Auctions Signed(PDF)

April 2, 2024

TO: Members of City Council, City Administrator Delo, and Mayor James Boyd

FROM: Fire Chief Al Matzke, Police Chief Jeremy A. Muraski

RE: Surplus Vehicle Sale Request

As fire and police vehicles and equipment reach end of their useful life, they are generally auctioned off. Because they have high miles and begin to become expensive to repair and maintain, it is time to dispose of them as they are no longer cost effective, and more importantly, cannot be relied upon in priority or emergency situations.

We are requesting approval, therefore, to auction these vehicles off using the surplus property auction website, wisconsinsurplus.com. This auction service has been used by the City of De Pere in the past, and is used by municipalities, school districts, and colleges around Wisconsin to auction off their surplus property. It is very common to see fire department, police department, and public works vehicles and other surplus equipment listed from all around the state for sale on their site.

Prior to the sale, any useful equipment, or restricted equipment such as public safety radios or lighting will be removed from the vehicle and not included in the sale. The same would apply to any equipment that is in good repair and able to be used in future vehicles. If this process is approved, sale proceeds would then be placed in the selling department's designated vehicle maintenance account to help offset other vehicle repair, equipment, and maintenance costs for the remaining viable fleet.

Thank you for your time and consideration.

Sincerely,

Al Matzke, Fire Chief

Jeremy A. Muraski, Chief of Police

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Recommendation from Finance/Personnel Committee to purchase Tyler Technologies Employee Access Module for paperless paystubs.**

This item was approved unanimously by the Finance/Personnel Committee at its meeting on May 14.

ATTACHMENTS:

- Tyler Technologies-Employee Access (PDF)
- City Of De Pere WI Employee Access Quote 5.6.24 (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Pam Manley, Finance Director
Date: March 12, 2024

RE: **Tyler Technologies-Employee Access**

Included in the Finance Budget for 2023 was $4,890 for Tyler Technologies employee self-service portal for paperless paystubs. We were unable to implement this in 2023 and have been continuing to work with Tyler Tech and our IT Department to find a feasible solution. Currently Tyler Tech is still willing to match our original quote from last year. To avoid additional costs at this time we would only be implementing this change for full-time employees as well as elected officials, CSOs, Engineering Aides and a few other part time positions. This would, however, exclude your seasonals at the Community Center and MSC, poll workers, crossing guards, and other seasonal staff who do not already have a login or use time entry.

At this time, I am requesting approval to move forward with purchasing this module so we can implement it in the next few months. The cost would be covered by my 2024 Budget due to some current year cost savings. With the intent to switch software systems, hopefully by 2026, I would not want to incur any additional costs to add the other seasonal employees at this time.

Please feel free to contact me prior to the meeting with any questions.

Sales Quotation For:
City of De Pere
335 S Broadway
De Pere WI 54115-2593
Jennifer Dupont
+1 (920) 339-4047
jdupont@deperewi.gov

Quoted BY	Adam Pfaff
Quote Expiration	6/30/24
Quote Name	City of De Pere, WI Employee Access Quote

Tyler Annual Software – SaaS	
Description	Annual
ERP Pro powered by Incode	
ERP Pro 9 Financial Management Suite	
Employee Access Pro	$ 490
TOTAL:	**$ 490**

Services		
Description	Hours/Units	Extended Price
ERP Pro 9 Financial Management Suite		
Professional Services	32	$ 4,640

Services Description	Hours/Units	Extended Price
Other Services		
Project Management	1	$ 250
TOTAL:		**$ 4,890**

Summary	One Time Fees	Recurring Fees
Total SaaS		$ 490
Total Tyler Services	$ 4,890	
Summary Total	**$ 4,890**	**$ 490**

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product

suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: https://www.tylertech.com/terms/tyler-saas-services.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works on award of Contract 24-11 City Hall Flooring Replacement to HJ Martin & Sons, Inc. in the amount of $60,545.24.**

The Board of Public Works at the May 13, 2024 meeting approved award of Contract 24-11 City Hall Flooring Replacement to HJ Martin & Sons, Inc. in the amount of $60,545.24 and moved to send it to Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Memo for BOPW MSC Office Flooring (PDF)
- 2024 0502 CE_Project 24-11_Bid Tab (PDF)
- 2ND FLOOR INSTALL PLAN (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Thomas Blohowiak, Maintenance Supervisor
Date: May 13, 2024
RE: Consideration and possible action on award of Contract 24-11 City Hall Flooring Replacement*

The Maintenance Department received bids on Thursday, May 2, 2024, for Project 24-11 City Hall Flooring Replacement. The project will include replacing all carpet and vinyl base on the entire second floor of City Hall.

The bids received are as follows:

Contractor	Base Bid
H J Martin & Son, Inc	$60,545.24
Macco's Commercial Interiors, Inc	$63,575.00

The allocated amount from the capital improvement budget is $100,000 for Project 24-11. Project 24-11 is under budget approximately $39,000 in the budget allocation for the 2024 City Hall projects.

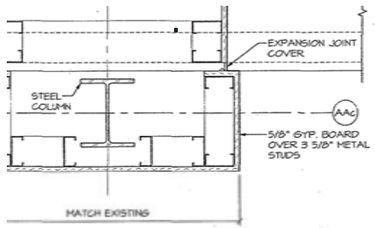
Staff's recommendation is to accept the bid from H J Martin & Son, Inc with a Bid of $60,545.24

Attachments:
2024 0502 CE_ Project 24-11_Bid Tab (PDF)
2ND FLOOR INSTALL PLAN (PDF)

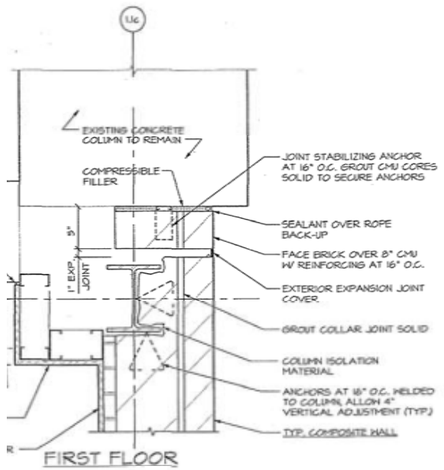
DE PERE

Project 24-11
City Hall Flooring Replacement

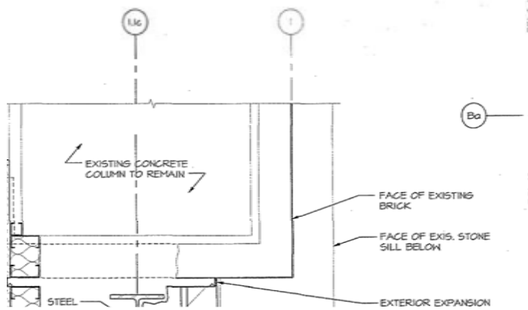
				BIDDER NO. 1		BIDDER NO. 2	
				HJ Martin & Son, Inc.		Macco's Commercial Interiors, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-01	Move Furniture	LS	1	$2,500.00	$2,500.00	$2,000.00	$2,000.00
SC-02	Remove Carpet and Install 96 CPT-1 Milliken Nordic Stories Tectonic (50 CMx50 CM)	SY	1112	$43.75	$48,650.00	$48.65	$54,095.00
SC-03	Remove Carpet and Install 96 CPT-1 Milliken Nordic Stories Tectonic Border Tile (50 CMx50 CM)	SY	36	$68.33	$2,459.88	$45.83	$1,650.00
SC-04	Provide 97 CTA Reducer	LF	36	$2.50	$90.00	$2.86	$103.00
SC-05	Provide 97-TS-1 Johnsonsite Carpet Tile Nosing	LF	36	$5.00	$180.00	$6.50	$234.00
SC-06	Remove and Replace Vinyl Cove Base with VB-1 Johnsonite 4"	LF	1972	$3.38	$6,665.36	$2.79	$5,493.00
	TOTAL AMOUNT BID:				**$60,545.24**		**$63,575.00**

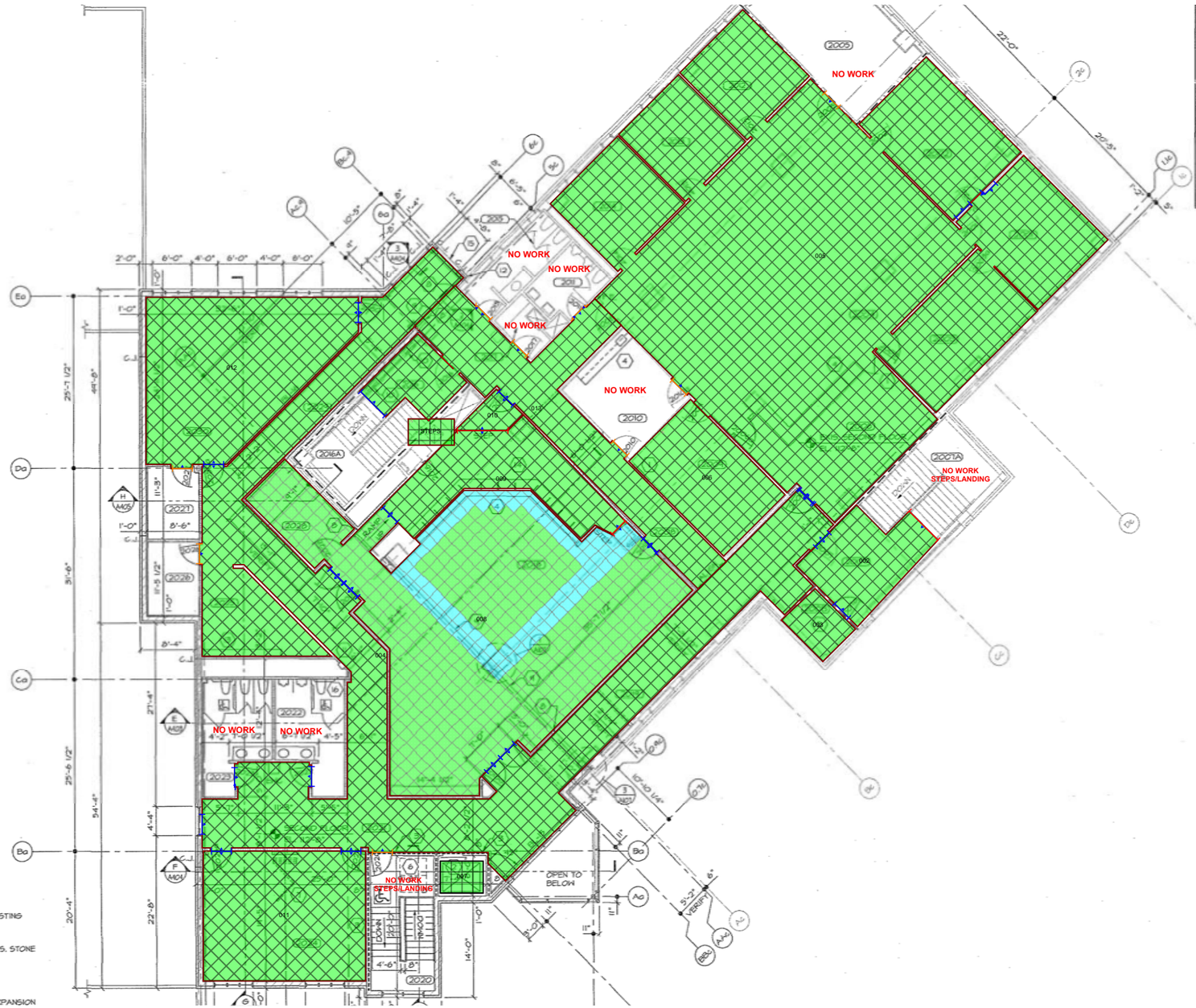


1 A107
1 1/2" = 1'-0"



FIRST FLOOR
2 A107
1 1/2" = 1'-0"





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works on Award of Contract 24-18 Mission Square Dumpster Enclosure Construction to Highway Landscapers, Inc. in the amount of $84,985.00.**

The Board of Public Works at the May 13, 2024 meeting approved award of Contract 24-18 Mission Square Dumpster Enclosure Construction to Highway Landscapers, Inc. in the amount of $84,985.00 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2024 0513 CI_BOPW_Consider_Award_of_Contract_24-18 (PDF)
- 2024 0502 CE_Project 24-18_Bid Tab (PDF)
- Mission Square Public Informational Meeting Invite 01-18-2024 (Template) (PDF)
- Public Information Meeting Presentation (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: May 13, 2024

RE: **Consideration and possible action on Award of Contract 24-18 Mission Square Dumpster Enclosure Construction***

The Engineering Department received bids on Project 24-18 Mission Square Dumpster Enclosure Construction on May 2, 2024. This project involves the construction two dumpsters: one at Mission Square and another behind the Community Center. Staff held an informational meeting for the Mission Square stakeholders on January 30, 2024, to get their input on the enclosure location and aesthetics. Attached with this memo is the invitation to the informational meeting and PowerPoint presentation presented at the meeting.

The bids received are as follows:

Contractor	Base Bid
Highway Landscapers, Inc	$84,985.00
Milbach Construction Services, Inc.	$97,015.41
RJM Construction, LLC	$101,045.00

Based off the bid costs, the estimated cost to construct the Mission Square dumpster enclosure is $48,798 and the estimated cost to construct the Community Center Dumpster Enclosure is $36,187.

Funding for the dumpster enclosures construction is from the capital projects budget. From this budget $70,000 is allocated for Public Works Projects, and $37,000 for Parks and Recreation Projects.

Staff's recommendation is to award the contract to Highway Landscapers, Inc in the amount of $84,985.00.

Attachments:

- Project 24-18 Bid Tab
- Mission Square Public Information Meeting Invite 01-18-2024 (Template)
- Public Information Meeting PowerPoint Presentation

DE PERE

Project 24-18
Mission Square Dumpster Enclosure Construction

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Highway Landscapers, Inc.		Milbach Construction Services, Co.		RJM Construction LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET AND DRAINAGE									
SD-01	Unclassified Excavation - Mission Square	LS	1	$4,490.00	$4,490.00	$8,392.97	$8,392.97	$4,500.00	$4,500.00
SD-02	Unclassified Excavation - Community Center	LS	1	$3,190.00	$3,190.00	$7,435.19	$7,435.19	$3,800.00	$3,800.00
SD-03	Provide 24" Concrete Curb and Gutter	LF	65	$120.00	$7,800.00	$61.68	$4,009.20	$75.00	$4,875.00
SD-04	Provide 8-Inch Concrete Pavement	SY	110	$160.00	$17,600.00	$207.84	$22,862.40	$130.50	$14,355.00
SD-05	Provide Thickened Concrete Edge	LF	50	$40.00	$2,000.00	$34.69	$1,734.50	$7.50	$375.00
SD-06	Provide 6" Concrete Sidewalk	SY	11	$125.00	$1,375.00	$176.10	$1,937.10	$90.00	$990.00
SD-07	Drilled Tie Bars (Existing Sidewalk, Driveway, and Curb and Gutter)	EA	20	$9.00	$180.00	$12.39	$247.80	$7.50	$150.00
SD-08	Landscaping Restoration	LS	1	$1,500.00	$1,500.00	$782.75	$782.75	$1,800.00	$1,800.00
SPECIAL CONSTRUCTION									
SC-01	Provide Dumpster Enclosure Construction - Mission Square	LS	1	$24,850.00	$24,850.00	$26,620.00	$26,620.00	$38,200.00	$38,200.00
SC-02	Provide Dumpster Enclosure Construction - Community Center	LS	1	$17,500.00	$17,500.00	$20,755.00	$20,755.00	$29,500.00	$29,500.00
SC-03	Provide Bollards	EA	5	$900.00	$4,500.00	$447.70	$2,238.50	$500.00	$2,500.00
			TOTAL AMOUNT BID:		**$84,985.00**		**$97,015.41**		**$101,045.00**

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI | 920-339-4060 | www.deperewi.gov/publicworks

January 18, 2024

«ownmail1»
«ownmail2»
«ownmail3»
«ownmail4»

Re: Public Informational Meeting
Mission Square Garbage & Recycling Collection
Parcel:«PARCELID», «LOCATION»

Dear Property Owner:

Please join City staff to discuss collection of garbage & recycling for the Mission Square area. The purpose of this meeting is to discuss the City's plans to convert from carts to dumpsters for garbage and recycling collection. The City will need to construct a dumpster enclosure in the area shown on the attached aerial. This location was selected because of the access needed for a private garbage hauler to be able to access the dumpsters without having parked cars obstructing access.

The informational meeting will be held on Tuesday January 30, 2024, at 6:00 P.M. at the Municipal Service Center located at 925 S. Sixth Street in De Pere. A short presentation will be given regarding the City's plans including discussion of charging property owners for these services as well as the timeline to implement the plans. After the presentation, City staff will address any questions or comments. Your feedback at this meeting will influence the direction of this project, which we hope to implement in 2024.

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott J. Thoresen, P.E.
Director of Public Works

Cc: Mayor Boyd
Larry Delo, City Administrator
Dan Lindstrom, Development Services Director
Alderpersons

Mission Square
Dumpster Enclosure Discussion
1-30-2024

Purpose of Meeting

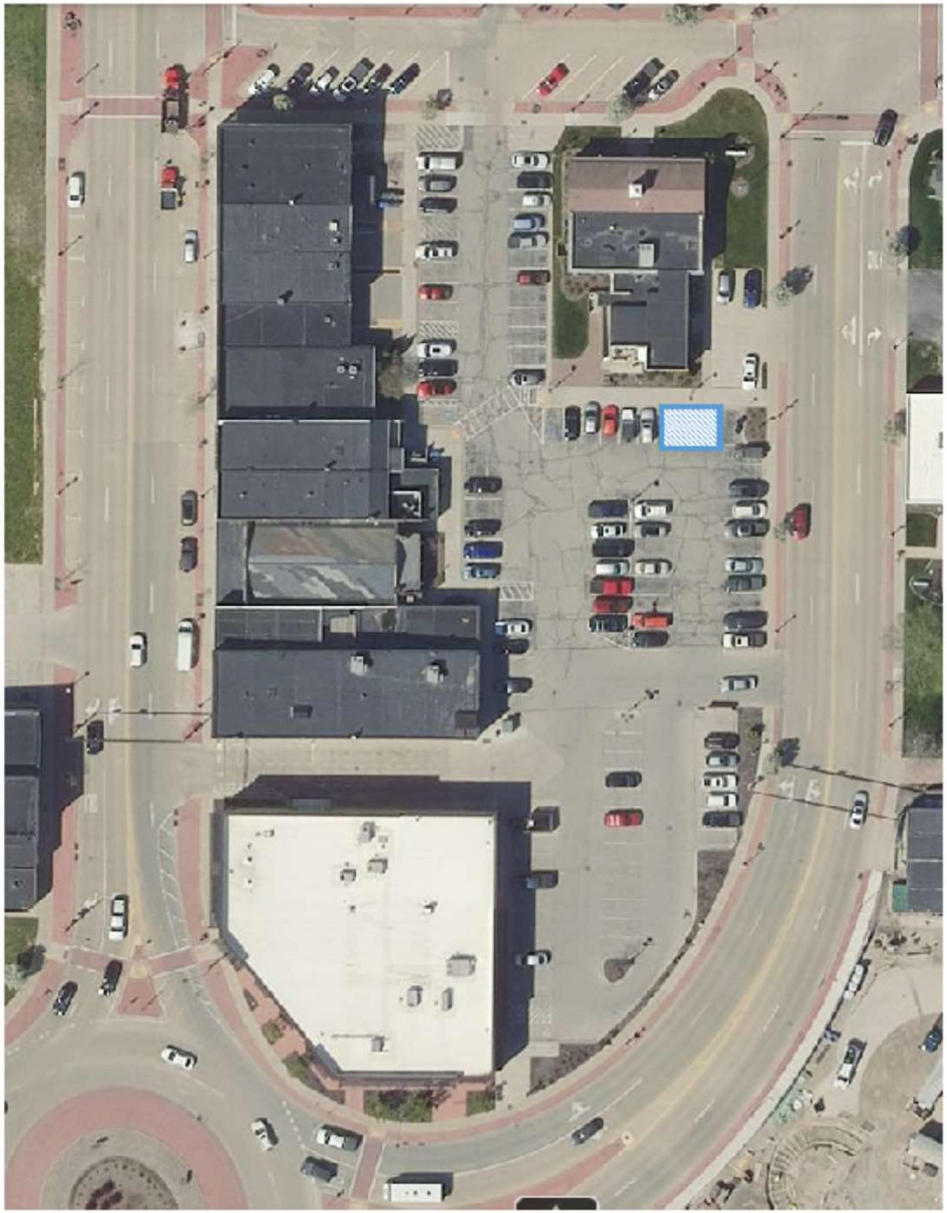
- Dumpster enclosure requirements
- Discuss possible dumpster enclosure locations
- Dumpster enclosure will be similar to Nicolet Square, Marquette Square, 400 Block Main Ave
- Timeline for building enclosures and implementing use of dumpster collection
- Creation of Recyclable and Garbage Common Collection Service District Ordinance
- Annual Assessments

Dumpster Enclosure Requirements

- Similar to Nicolet Square, Marquette Square, and 400 Block Main Ave
- The City will provide dumpster enclosure
- City will administer garbage and recycling collection
- City will provide area for storage of grease containers if necessary
- Property owner may opt out if their property allows for building of enclosures per City ordinance

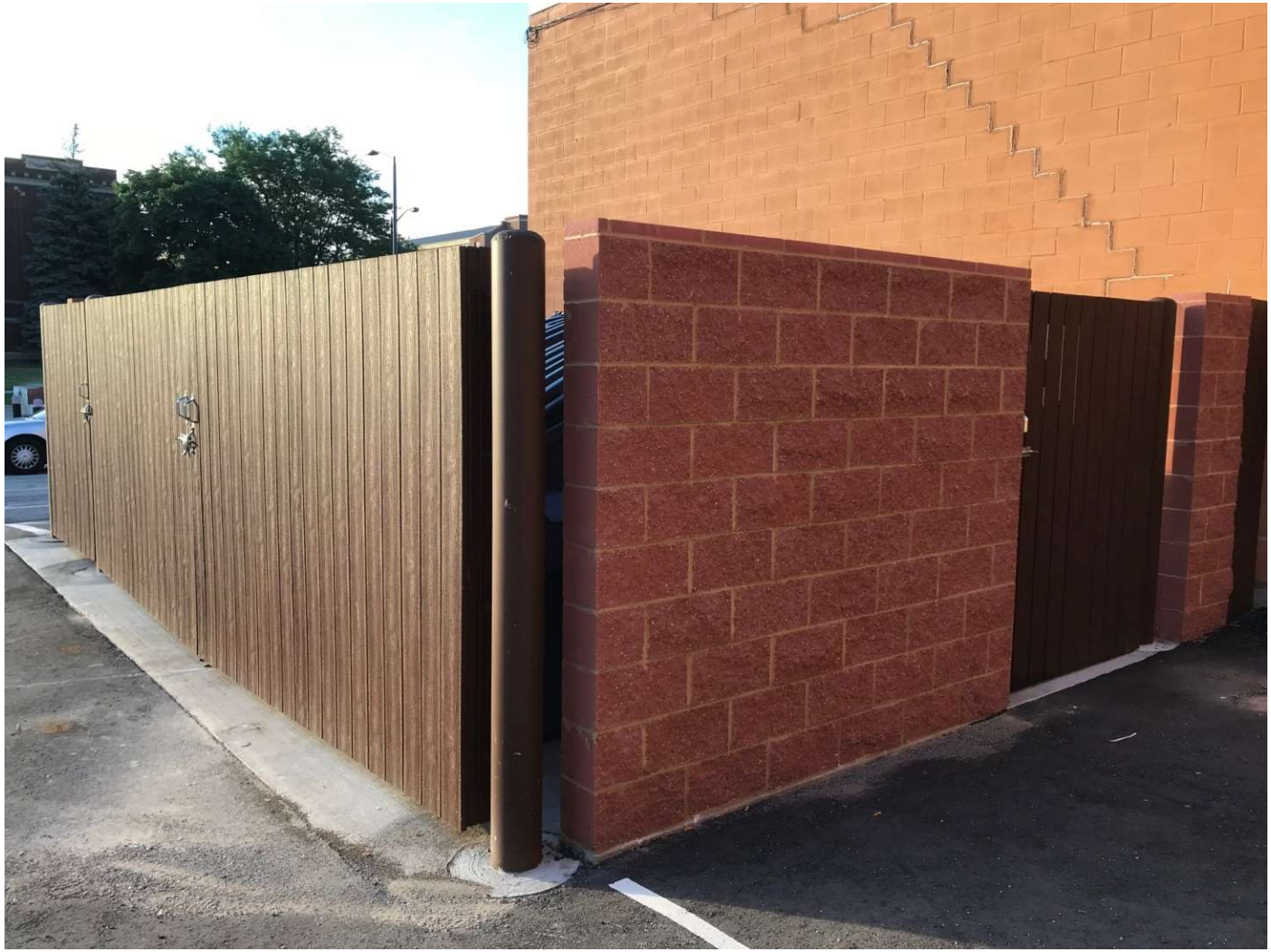
Enclosure Locations

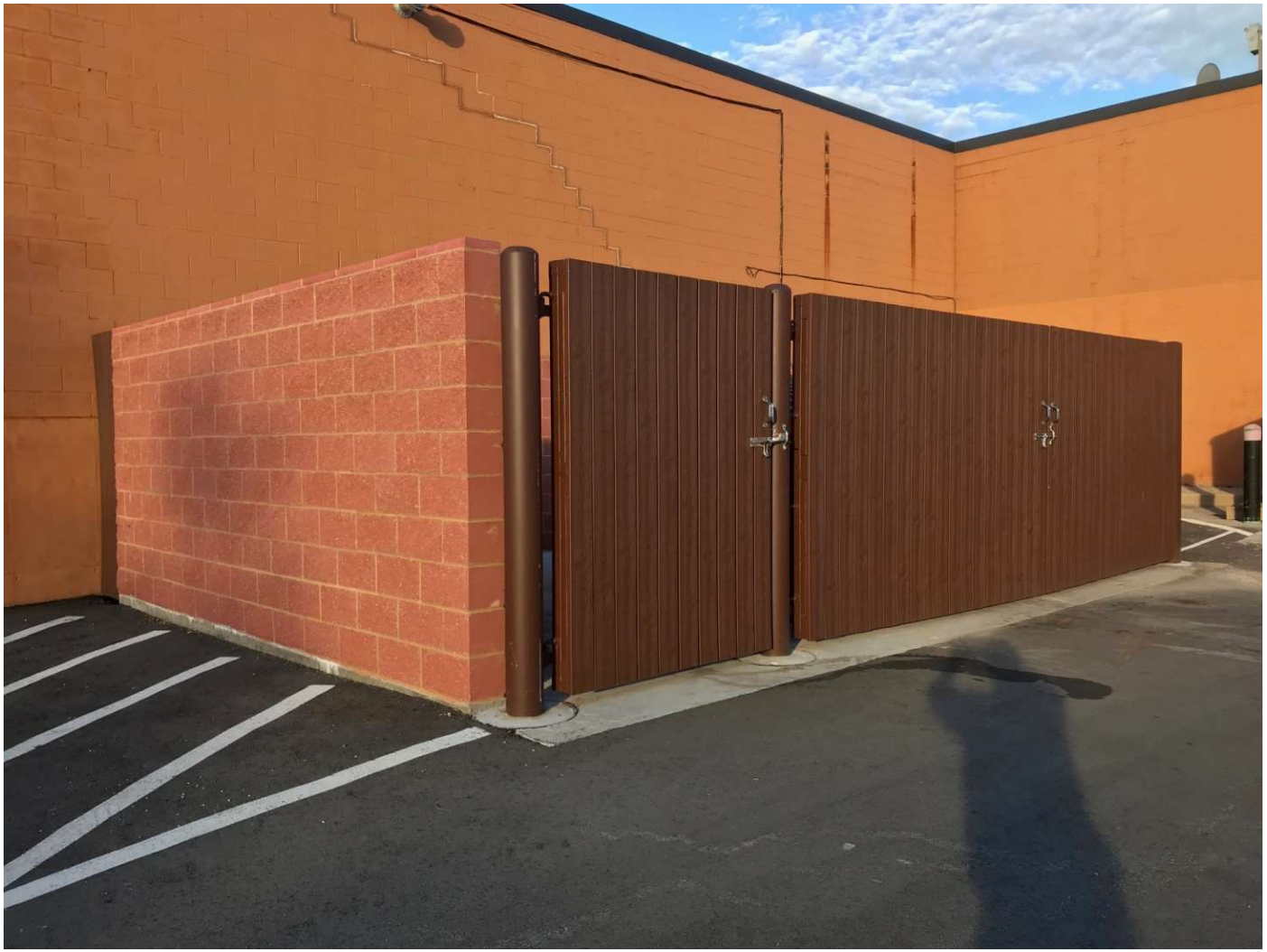
- Need to agree on location
- Enclosure will potentially require loss of parking stalls



Proposed dumpster location

Nicolet Square Enclosures



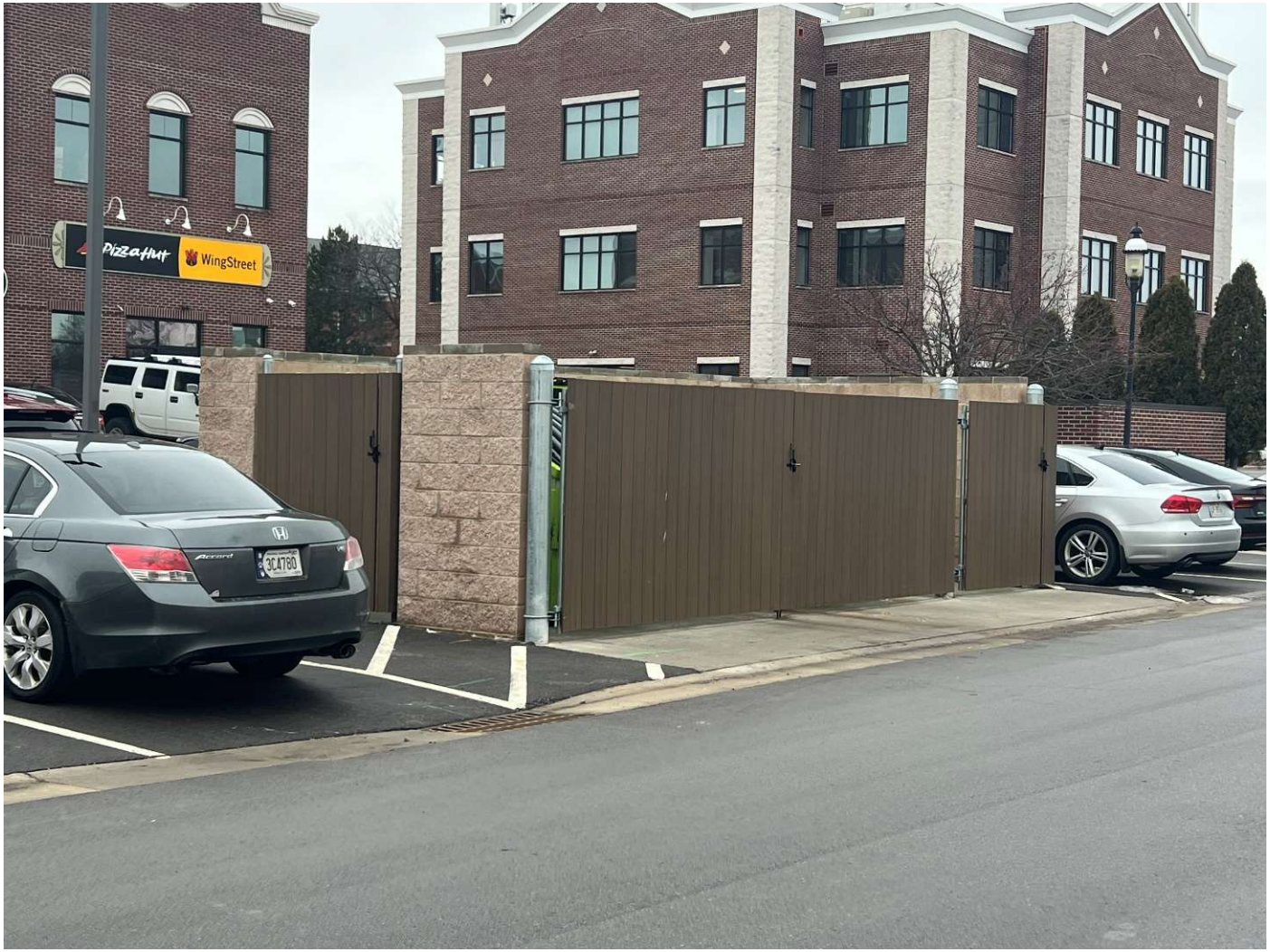


Marquette Square Enclosures

No Rubbish Items Placed Outside Of Dumpsters
ALL CARDBOARD MUST BE BROKE DOWN

Associated
ATM
No Rubbish Items Placed Outside Of Dumpsters
ALL CARDBOARD MUST BE BROKE DOWN

400 Main Avenue Alley Enclosures


Pizza Hut
WingStreet
3CA780

REID STREET CROSSING
Allstate
Infinity
HAIR SALON
AJP-3976

Mission Square Enclosures Timeline

- Stakeholder meeting January 30, 2024
- City will bid construction of enclosures in early 2024
- Construct enclosures summer/fall 2024
- Collection services to begin by 12/1/24
- City to collect all polycarts by 12/31/24

Creation of Ordinance

- Similar to Sec. 82-12. Nicolet Square, Marquette Square, and 400 Block Main Ave Recyclable and Garbage Common Collection Service District

Annual Assessment

- Calculated annually
- 1st assessment will be on 2025 tax bill

2024 Assessment For Dumpster Collection Services

2024 ASSESSMENTS FOR DUMPSTER COLLECTION SERVICES

PARCEL ID	OWNER	COMMERCIAL COLLECTION RATE	FIXED MONTHLY COSTS	COMMERCIAL COLLECTION RATE MONTHLY COSTS	FIXED & COMMERCIAL COLLECTION RATE MONTHLY COSTS	2024 TOTAL ANNUAL ASSESSMENT
WD-906	PHE WI LLC	1.115	$ 12.11	$ 1.39	$ 13.50	$ 161.98
WD-907	GAVIC HOLDINGS LLC	6.770	$ 12.11	$ 69.85	$ 81.96	$ 983.53
WD-908	313 MAIN IN DE PERE LLC	1.115	$ 12.11	$ 1.39	$ 13.50	$ 161.98
WD-909	LIFE CHURCH GREEN BAY INC	6.770	$ 12.11	$ 69.85	$ 81.96	$ 983.53
WD-910	LIFE CHURCH GREEN BAY INC	1.115	$ 12.11	$ 1.39	$ 13.50	$ 161.98
WD-911	TILKENS HOLDING LLC	6.770	$ 12.11	$ 69.85	$ 81.96	$ 983.53
WD-912	NICK BROTHERS PARTNERSHIP	6.770	$ 12.11	$ 69.85	$ 81.96	$ 983.53
WD-913	MIRHASHEMI INC	6.770	$ 12.11	$ 69.85	$ 81.96	$ 983.53
WD-915	MANNING RONALD & MARY PFUTZENREUTER JT REV	1.115	$ 12.11	$ 1.39	$ 13.50	$ 161.98
WD-917	SAKS HOLDINGS LLC	6.770	$ 12.11	$ 69.85	$ 81.96	$ 983.53
WD-918	CONNECTIVE PROPERTIES LLC	1.115	$ 12.11	$ 1.39	$ 13.50	$ 161.98
WD-920	SAKS HOLDINGS LLC	6.770	$ 12.11	$ 69.85	$ 81.96	$ 983.53
WD-921	ABTS INVESTMENTS LLC	1.115	$ 12.11	$ 1.39	$ 13.50	$ 161.98
WD-922	DENNIS M & CLAUDIA D LARSON	1.115	$ 12.11	$ 1.39	$ 13.50	$ 161.98
WD-923	SAKS HOLDINGS LLC	6.770	$ 12.11	$ 69.85	$ 81.96	$ 983.53
WD-925	BLACK PUCK REALTY LLC	1.115	$ 12.11	$ 1.39	$ 13.50	$ 161.98
WD-931	AJANGO PROPERTIES LLC	1.115	$ 12.11	$ 1.39	$ 13.50	$ 161.98
ED-857	UNION HOTEL CORP	6.770	$ 12.11	$ 69.85	$ 81.96	$ 983.53
ED-850	THE LEE BUILDING CORP C/O MICHAEL L SAVOLT	6.770	$ 12.11	$ 69.85	$ 81.96	$ 983.53
ED-848	SERA K PROPERTIES LLC	1.115	$ 12.11	$ 1.39	$ 13.50	$ 161.98
ED-847	STARRY DEVELOPMENT LLC	1.115	$ 12.11	$ 1.39	$ 13.50	$ 161.98
ED-842	WADE CONARD	6.770	$ 12.11	$ 69.85	$ 81.96	$ 983.53
ED-840	THE LEE BUILDING CORP	6.770	$ 12.11	$ 69.85	$ 81.96	$ 983.53
ED-837	FIT FAMILY LLC	6.770	$ 12.11	$ 69.85	$ 81.96	$ 983.53
ED-836	FIT FAMILY LLC	1.115	$ 12.11	$ 1.39	$ 13.50	$ 161.98
WD-884	SCHLEIS PROPERTIES LLC	6.770	$ 12.11	$ 69.85	$ 81.96	$ 983.53
WD-885	LANCE & SHANNA KOLTZ	1.115	$ 12.11	$ 1.39	$ 13.50	$ 161.98
WD-886	LANCE & SHANNA KOLTZ	6.770	$ 12.11	$ 69.85	$ 81.96	$ 983.53
WD-887	FORMULATE INFINITY HOMES LLC	6.770	$ 12.11	$ 69.85	$ 81.96	$ 983.53
WD-888	417 MAIN LLC	1.115	$ 12.11	$ 1.39	$ 13.50	$ 161.98
WD-889	JAMES KROPP	6.770	$ 12.11	$ 69.85	$ 81.96	$ 983.53
WD-288	CHEDDAR HOUSE LLC	1.115	$ 12.11	$ 1.39	$ 13.50	$ 161.98

Questions???

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to Approve Definitely De Pere's Request to Waive Public Works Fees.**

The Board of Public Works, at the May 13, 2024 meeting approved the request from Definitely De Pere to waive public works fees for special events and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

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

ATTACHMENTS:

- Fees Waived Request 2024 (PDF)

DEFINITELY DE PERE

May 9, 2024

RE: Request to waive DPW fees for downtown events

Dear Board of Public Works:

Definitely De Pere respectfully requests that DPW fees be waived for downtown events including: Farmers Market, Art & Music Night, and Food Truck Rally.

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

Time and cost in 2023 was approximately 3 hours and $200 per event. These services would take place during regular DPW business hours. There are 23 event days total, equivalent to approximately $4,600, and with a 50% exempt discount, the total dollar amount would be $2,300.

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

We are also requesting that DPW fees be waived for Tour De Pere, a City sponsored event. As a second year event, we do not a solid history of costs to reference. We will work with DPW to determine the most efficient way to implement the required road closures and detours required for the event.

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

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

Sincerely,

Tina Quigley, Executive Director

117 N Wisconsin St, Ste 20 | De Pere WI 54115 | 920.403.0337

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Recommendations from the License Committee on applications submitted by Definitely De Pere for Special Permits allowing consumption of alcohol beverages on public ways.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**A. The Farmers Market on Thursdays, June 6 - August 29 from 3:00pm - 8:00pm; and Thursdays, September 5 - September 26 from 3:00pm - 7:00pm.**

ATTACHMENTS:

- Farmers Market Open Intox Letter 2024 (PDF)
- De Pere Municipal Code Sec. 7-9_Consumption or possession of intoxicants on streets (PDF)
- Farmers Market Map 2024 (PDF)

DEFINITELY DE PERE

Thursday, April 18, 2024

City of De Pere
335 S Broadway
De Pere WI 54114

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

On behalf of Definitely De Pere, I am respectfully requesting that we be granted a special permit allowing consumption of beer outdoors during the Downtown De Pere Farmers Market on Thursday evenings beginning June 6 through September 26, from 3:00 pm - 8:00 pm (3:00 pm - 7:00 pm in September).

We have submitted the necessary special event permit and will obtain a temporary liquor license for this event. We are working with the Department of Public Works to coordinate the required street closure and site plan. Also, we will be sending a letter to surrounding businesses and property owners to notify them of the Farmers Market taking place and provide details about the event dates, time of the event, and the time set up will begin.

The expanded Market features nearly 25+ vendors selling fresh fruits and vegetables, meats and eggs, breads and baked goods, specialty foods, handcrafted items, and more. Attendees can enjoy delicious food, cold beverages, shopping and fun for all, all summer long.

This year's Market will be located at George Street Plaza (George Street from Broadway to Wisconsin Street) and part of the Mission Square parking lot adjacent to George Street. Visitors will enjoy an intimate setting with beautiful river views, picturesque sunsets, and great company.

We look forward to the continued success of the Downtown De Pere Farmers Market and our partnership with the City of De Pere. If you have any questions please do not hesitate to contact me.

Best Regards,

Tina Quigley, Executive Director

117 N Wisconsin St | De Pere WI 54115 | 920.403.0337

Sec. 7-9. Consumption or possession of intoxicants on streets.

(a) No person shall consume any intoxicating liquor or fermented malt beverage while in or upon any street, alley, sidewalk, thoroughfare, parking lot or other public way.

(b) All purchases of intoxicating liquor or fermented malt beverages by the glass or in open containers shall be consumed upon the licensed premises where served and shall not be removed to the public areas set forth in subsection (a) of this section.

(c) No person shall possess any glass or open container containing intoxicating liquor or fermented malt beverages in or on any public area set forth in subsection (a) of this section.

(d) The license committee of the common council may, in special circumstances where it is satisfied that adequate supervision and police protection exist and upon application therefor by any person, recommend that the common council issue a special permit allowing the consumption or possession of intoxicating liquor or fermented malt beverage contrary to subsections (a) and (c) of this section; such permit to restrict such activity to a specified time and location.

(e) Any person who shall violate this section or any part of this section shall be subject to a forfeiture as determined by resolution of the common council. If such forfeiture, plus costs, fees and other assessments allowed by law, is not paid within the time given, the person in default on payment may be subject to such alternative penalties as provided in Wis. Stats. ch. 800.

(Code 1974, § 35.09; Code 2001, § 7-9; Ord. No. 09-30, § 1, 12-15-2009; Ord. No. 14-20, § 1, 12-16-2014)

FARMERS MARKET
De Pere, WI
GEORGE STREET PLAZA
Computer Club For Kids
MISSION
SQUARE
PARKING LOT

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**B. Art & Music Night Series on Friday, June 7, July 19, and August 16 from 5:00 p.m. - 9:00 p.m.**

ATTACHMENTS:

- Art Music Night Series Open Intox Letter 2024 (PDF)
- Art Music Night Street Closure (PDF)

DEFINITELY DE PERE

Thursday, April 18, 2024

City of De Pere
335 S Broadway
De Pere WI 54114

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

On behalf of Definitely De Pere, I am respectfully requesting that we be granted a special permit allowing consumption of beer during Downtown De Pere Art & Music Night on Friday, June 7, July 19, and August 16 from 5:00 pm - 9:00 pm.

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

On select Fridays of each month this summer, original music performances from regional artists will be featured at the Michael J Walsh Plaza. The Plaza will be transformed into an outdoor dining space allowing attendees to order takeout from their favorite downtown restaurant or on-site food vendor while taking in live music and enjoying craft beers and hard seltzers. Artists will set up at downtown businesses on both sides of the river showcasing their original artwork. A trolley will take attendees between the East and West side. There will also be acoustic performers stationed around downtown playing music for attendees to enjoy.

We look forward to Art & Music Night and our partnership with the City of De Pere. If you have any questions please do not hesitate to contact me.

Best Regards,

Tina Quigley, Executive Director

ART & MUSIC Night

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**C. Tour De Pere on Monday, June 17 from 11:00 a.m. - 9:00 p.m.**

ATTACHMENTS:

- Tour De Pere Open Intox Letter 2024 (PDF)
- Operation Map DRAFT 03062024- Reduced (PDF)

DEFINITELY DE PERE

Thursday, April 18, 2024

City of De Pere
335 S Broadway
De Pere WI 54114

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

On behalf of Definitely De Pere, I am respectfully requesting that we be granted a special permit allowing consumption of beer outdoors during Tour De Pere on Monday, June 17 from 11:00 am - 9:00 pm.

We have submitted the necessary special event permit and will obtain a temporary liquor license for this event. We are working with the Department of Public Works to coordinate the required street closure and site plan. Also, we will be sending a letter to surrounding businesses, residents and property owners to notify them of Tour De Pere taking place and provide details about the event date, time of the event, and the time set up will begin.

The event is part of the largest competitive road cycling series in the U.S., and is expected to draw 500 racers and thousands of spectators. In addition to the races, there will be live music, food trucks, a beer tent, marketplace vendors, and fun activities for all ages. The 0.63 mile criterium runs throughout downtown De Pere with the start and finish line on Broadway.

We look forward to a successful second year for Tour De Pere, and value our partnership with the City of De Pere. If you have any questions please do not hesitate to contact me.

Best Regards,

Tina Quigley, Executive Director

William Street

Allow Right turn access to leave the parking area

Family Shade/Tent Area

Stage

Beer Garden

Public Porta John

Vendor Storage

Front Street

Competitor and Porta John

Beer Garden

Broadway Street

Vendor Storage

George Street

James Street

Michigan Street

Wisconsin Street

Start - Finish Line

Race Route

Cross walk

TOAD Provided Fencing

Box Truck Park Location (barricade)

Traffic Barricade Signs (or cones)

Event Stage/Registration/Porta Johns

Vendor Market

Vendor Parking (closed at 11am)

Public Parking

Private Parking

State Detour

Emergency Access Point
(movable fencing)

DE PERE

2024 Tour De Pere Planning Discussion

City of De Pere

0 25 50 100 150 200 Feet

N

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

File Path:

Data Source: City of De Pere, Brown County

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**D. Food Truck Rally on Sunday, June 23, July 21, and August 18 from 4:00 p.m. - 8:00 p.m.**

ATTACHMENTS:

- Food Truck Rally Open Intox Letter 2024 (PDF)
- Food Truck Rally Map 2024 (PDF)

DEFINITELY DE PERE

Thursday, April 18, 2024

City of De Pere
335 S Broadway
De Pere WI 54114

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

On behalf of Definitely De Pere, I am respectfully requesting that we be granted a special permit allowing consumption of beer outdoors during the De Pere Food Truck Rally event on Sunday, June 23, July 21 and August 18 from 4 - 8 pm.

We have submitted the necessary special event permit and will obtain a temporary liquor license for this event. We are working with the Department of Public Works to coordinate the required street closure and site plan. Also, we will be sending a letter to surrounding businesses and property owners to notify them of the Food Truck Rally and provide details about the event dates, time of the event, and the time set up will begin.

Food Trucks will gather in the heart of downtown De Pere this summer for an evening of good food and wholesome family fun. Guests can enjoy favorite bites, ethnic specialties, sweet treats, and craft beer. The family friendly event will include live music from local bands, outdoor games including life size Connect Four, Cornhole Toss, Jenga, and Tic-Tac-Toe, as well as other activities for all to enjoy.

Food Truck Rally will be located in the Nicolet Square parking lot.

We look forward to the continued success of the De Pere Food Truck Rally and our partnership with the City of De Pere. If you have any questions please do not hesitate to contact me.

Best Regards,

Tina Quigley, Executive Director

DE PERE
FOOD TRUCK
RALLY
Main Ave
Fourth St
NICOELT
SQUARE
PARKING LOT
Third St
Reid St
N

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Recommendations from the License Committee on renewal applications for the licensing period of July 1, 2024 to June 30, 2025.**

The Wisconsin Department of Revenue revised all of its alcohol beverage licensing application forms this year. Please note that the Appointment of Agent form no longer contains a field for the Police Department to sign off on the background checks. The Clerk's office is only submitting applications for your consideration after the Chief of Police or his designee have indicated to us that the background check is complete and there are no issues with the agent.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**A. Class "A" Fermented Malt Beverage License.**

Wisconsin CVS Pharmacy (DBA CVS Pharmacy #2214), 800 Main Av. Agent: Kendra Charlier, De Pere WI.

ATTACHMENTS:

- Class A Beer renewal application_5-21-24 mtg (PDF)

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

License(s) Requested: (up to two boxes may be checked)

- ☑ Class "A" Beer . . . . . $ _____
- ☐ Class "B" Beer . . . . . $ _____
- ☑ Class A" Liquor . . . . . $ _____
- ☐ "Class B" Liquor . . . . . $ _____
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____

Fees	
License Fees	$
Background Check Fee	$
Publication Fee	$ 30
Total Fees	$ 30

Pd Rct # 192346

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
WISCONSIN CVS PHARMACY, L.L.C.

2. Business Trade Name or DBA
CVS/pharmacy # 2214

3. FEIN	4. Wisconsin Seller's Permit Number
20-4281269	456102003938304

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☑ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. State of Organization	7. Date of Organization	8. Wisconsin DFI Registration Number
WI	02/07/2006	W 049598

9. Premises Address
800 Main Avenue

10. City	11. State	12. Zip Code
DePere	WI	54115

13. County	14. Governing Municipality: ☐ City ☐ Town ☐ Village of: _____	15. Aldermanic District
~~Wood~~ Brown		

16. Premises Phone	17. Premises Email	18. Website
(920) 336-6373	nonpharmacypermits@cvshealt	N/A

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.
sales floor and storage room

20. Mailing Address (if different from premises address)
One CVS Drive MC 1160

21. City	22. State	23. Zip Code
Woonsocket	RI	02895

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☑ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☑ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☑ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☑ Yes ☐ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
CVS Pharmacy, Inc.	05-0340626

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☑ Yes ☐ No

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

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☑ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
See attached list			

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Smith	Joshua	J.

Title	Email	Phone
Assistant Secretary	nonpharmacypermits@cvshealth.co	(401) 765-1500

Signature	Date
	4-17-24

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
4/18/24			

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Wisconsin CVS Pharmacy, L.L.C.

Personnel Name	Home Address	Date of Birth	Management Title
Thomas S. Moffatt			President
Carol A. DeNale			Senior Vice President/Treasurer
Melanie K. St Angelo			Secretary
Joshua C. Cole			Assistant Treasurer
Sheelagh M. Beaulieu			Assistant Treasurer
Kimberley M. DeSousa			Assistant Secretary
Joshua J. Smith			Assistant Secretary
Kevin M. Dehner			Assistant Secretary

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**B. Class "A" Fermented Malt Beverage/"Class A" Intoxicating Liquor Licenses.**

1. M & H Mart, LLC (DBA De Pere Minimart), 821 George St. Agent: Min Bogati, Green Bay WI.

2. True North Energy, LLC (DBA True North #811), 841 Main Av. Agent: Michelle Knox, Brillion WI.

3. True North Energy, LLC (DBA True North #812), 1511 Lawrence Dr. Agent: Michelle Knox, Brillion WI.

4. True North Energy, LLC (DBA True North #813), 1010 S. Broadway St. Agent: Michelle Knox, Brillion WI.

5. True North Energy, LLC (DBA True North #814), 1063 N. Broadway St. Agent: Michelle Knox, Brillion WI.

ATTACHMENTS:

- Class A Combo renewal applications_5-21-24 mtg (PDF)

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

License(s) Requested: (up to two boxes may be checked)

- ☒ Class "A" Beer ..... $ _____
- ☐ Class "B" Beer ..... $ _____
- ☒ "Class A" Liquor ..... $ _____
- ☐ "Class B" Liquor ..... $ _____
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____

Fees	
License Fees	$
Background Check Fee	$
Publication Fee	$ 30 Rd 5/13 Rd 24/12
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
M & H Mart LLC

2. Business Trade Name or DBA
DePere mini mart

3. FEIN
85-2998653

4. Wisconsin Seller's Permit Number
1030466515-04

5. Entity Type *(check one)*
☐ Sole Proprietor ☒ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. State of Organization
WI

7. Date of Organization
10/15/2020

8. Wisconsin DFI Registration Number
M112270

9. Premises Address
821 George St

10. City
DePere

11. State
WI

12. Zip Code
54115

13. County
Brown

14. Governing Municipality: ☒ City ☐ Town ☐ Village
of: _____

15. Aldermanic District

16. Premises Phone

17. Premises Email

18. Website

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

In The Cooler Liquor Cabinet Inside the store

20. Mailing Address (if different from premises address)
Same

21. City

22. State

23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ..... ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ..... ☐ Yes ☐ No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☒ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☒ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

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

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Sharma	Hem		
Bogati	MIN	Owner	4142418809
Sharma	Hem Raj	Partner	6189675983

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
BOGATI	MIN	B

Title	Email	Phone
owner	Bogati.min49@gmail.com	4142418809

Signature	Date

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
5/3/24			

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only
Municipality: De Pere
License Period: 7/1/2024-6/30/2025

License(s) Requested: (up to two boxes may be checked)

- [X] Class "A" Beer . . . . . $ ____
- [ ] Class "B" Beer . . . . . $ ____
- [X] "Class A" Liquor . . . . . $ ____
- [ ] "Class B" Liquor . . . . . $ ____
- "Class A" Liquor (cider only) $ 0
- [ ] Reserve "Class B" Liquor $ ____
- [ ] "Class C" Liquor (wine only) $ ____

Class A combo ✓

Fees	
License Fees	$
Background Check Fee	$
Publication Fee	$
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship): True North Energy, LLC
2. Business Trade Name or DBA: True North Energy #811
3. FEIN: 34-1902035
4. Wisconsin Seller's Permit Number: 456-1038068825-02
5. Entity Type *(check one)*: [ ] Sole Proprietor [ ] Partnership [X] Limited Liability Company [ ] Corporation [ ] Nonprofit Organization
6. State of Organization: OH
7. Date of Organization: 1999
8. Wisconsin DFI Registration Number: T093593
9. Premises Address: 841 Main Avenue
10. City: De Pere
11. State: WI
12. Zip Code: 54115
13. County: De Pere
14. Governing Municipality: [X] City [ ] Town [ ] Village of: De Pere
15. Aldermanic District:
16. Premises Phone: 920-425-4118
17. Premises Email: 811.mgr@truenorth.org
18. Website: N/A
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

Convenience store with coolers. Mgr's office for storing records on site. Beer & alcohol sold at front counter. A cabinet on the sales floor holds liquor and is locked between 9PM & 8AM. A locked cabinet holds extra liquor. Beer is stored in the coolers & sales floor. Extra beer is stored in a back storage area.

20. Mailing Address (if different from premises address): 10346 Brecksville Rd
21. City: Brecksville
22. State: OH
23. Zip Code: 44141

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. [ ] Yes [X] No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? [ ] Yes [ ] No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? [ ] Yes [ ] No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☑ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☑ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☑ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
N/A	N/A

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☑ Yes ☐ No

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

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☑ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Lyden	Mark	President	440-792-4200
Lyden	Patricia	Secretary	419-351-8004
Niese	Daniel	CFO	440-792-4200
Knox	Michelle	AGENT	920-810-8679

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Niese	Daniel	J.

Title	Email	Phone
CFO	dniese@trvenorth.org	440-792-4200

Signature: Daniel J Niese Date: 4-22-24

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only
Municipality: De Pere
License Period: 7/1/2024-6/30/2025

License(s) Requested: (up to two boxes may be checked)

- [X] Class "A" Beer . . . . . $ ____
- [ ] Class "B" Beer . . . . . $ ____
- [X] "Class A" Liquor . . . . . $ ____
- [ ] "Class B" Liquor . . . . . $ ____
- "Class A" Liquor (cider only) $ 0
- [ ] Reserve "Class B" Liquor $ ____
- [ ] "Class C" Liquor (wine only) $ ____

Class A combo ✓

Fees	
License Fees	$
Background Check Fee	$
Publication Fee	$
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship): True North Energy, LLC
2. Business Trade Name or DBA: True North Energy # 812
3. FEIN: 34-1902035
4. Wisconsin Seller's Permit Number: 456-1030806825-02
5. Entity Type *(check one)*: [ ] Sole Proprietor [ ] Partnership [X] Limited Liability Company [ ] Corporation [ ] Nonprofit Organization
6. State of Organization: OH
7. Date of Organization: 1999
8. Wisconsin DFI Registration Number: T093593
9. Premises Address: 1511 Lawerence Drive
10. City: De Pere
11. State: WI
12. Zip Code: 54115
13. County: De Pere
14. Governing Municipality: [X] City [ ] Town [ ] Village of: De Pere
15. Aldermanic District:
16. Premises Phone: 920-425-4118
17. Premises Email: 812mgr@truenorth.org
18. Website: N/A
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

Convenience store with coolers. Mgr's office for storing records on site. Beer & alcohol sold at front counter. A cabinet on the sales floor holds liquor and is locked between 9PM & 8AM. A locked cabinet holds extra liquor. Beer is stored in the coolers & sales floor. Extra beer is stored in a back storage area.

20. Mailing Address (if different from premises address): 10346 Brecksville Rd
21. City: Brecksville
22. State: OH
23. Zip Code: 44141

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. [ ] Yes [X] No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		**Was sentence completed?** [ ] Yes [ ] No
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		**Was sentence completed?** [ ] Yes [ ] No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☒ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☒ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
N/A	N/A

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

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

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Lyden	Mark	President	440-792-4200
Lyden	Patricia	Secretary	419-351-8004
Niese	Daniel	CFO	440-792-4200
Knox	Michelle	AGENT	920-810-8679

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Niese	Daniel	J.

Title	Email	Phone
CFO	dniese@tnenorth.org	440-792-4200

Signature: Daniel J Niese Date: 4-22-24

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (If applicable)

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only
Municipality: De Pere
License Period: 7/1/2024-6/30/2025

License(s) Requested: (up to two boxes may be checked)

- [X] "Class "A" Beer . . . . . $ ____
- [ ] "Class "B" Beer . . . . . $ ____
- [X] "Class A" Liquor . . . . . $ ____
- [ ] "Class B" Liquor . . . . . $ ____
- "Class A" Liquor (cider only) $ 0
- [ ] Reserve "Class B" Liquor $ ____
- [ ] "Class C" Liquor (wine only) $ ____

Class A combo ✓

Fees	
License Fees	$
Background Check Fee	$
Publication Fee	$
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship): True North Energy, LLC
2. Business Trade Name or DBA: True North Energy #813
3. FEIN: 34-1902035
4. Wisconsin Seller's Permit Number: 456-1038806825-02
5. Entity Type *(check one)*: [ ] Sole Proprietor [ ] Partnership [X] Limited Liability Company [ ] Corporation [ ] Nonprofit Organization
6. State of Organization: OH
7. Date of Organization: 1999
8. Wisconsin DFI Registration Number: T093593
9. Premises Address: 1010 S. Broadway
10. City: De Pere
11. State: WI
12. Zip Code: 54115
13. County: De Pere
14. Governing Municipality: [X] City [ ] Town [ ] Village of: De Pere
15. Aldermanic District:
16. Premises Phone: 920-425-4119
17. Premises Email: 813.mgr@truenorth.org
18. Website: N/A
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

Convenience store with coolers. Mgr's office for storing records on site. Beer & alcohol sold at front counter. A cabinet on the sales floor holds liquor and is locked between 9PM & 8AM. A locked cabinet holds extra liquor. Beer is stored in the coolers & sales floor. Extra beer is stored in a back storage area.

20. Mailing Address (if different from premises address): 10346 Brecksville Rd
21. City: Brecksville
22. State: OH
23. Zip Code: 44141

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. [ ] Yes [X] No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? [ ] Yes [ ] No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? [ ] Yes [ ] No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☑ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☑ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☑ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
N/A	N/A

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

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

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☑ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Lyden	Mark	President	440-792-4200
Lyden	Patricia	Secretary	419-351-8004
Niese	Daniel	CFO	440-792-4200
Knox	Michelle	AGENT	920-810-8679

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Niese	Daniel	J.

Title	Email	Phone
CFO	dniese@trvnorth.org	440-792-4200

Signature	Date
Daniel J Niese	4-22-24

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only
Municipality: De Pere
License Period: 7/1/2024-6/30/2025

License(s) Requested: (up to two boxes may be checked)

- [x] Class "A" Beer . . . . . $ _____
- [ ] Class "B" Beer . . . . . $ _____
- [x] "Class A" Liquor . . . . . $ _____
- [ ] "Class B" Liquor . . . . . $ _____
- "Class A" Liquor (cider only) $ 0
- [ ] Reserve "Class B" Liquor $ _____
- [ ] "Class C" Liquor (wine only) $ _____

Class A combo ✓

Fees	
License Fees	$
Background Check Fee	$
Publication Fee	$
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship): True North Energy, LLC
2. Business Trade Name or DBA: True North Energy #814
3. FEIN: 34-1902035
4. Wisconsin Seller's Permit Number: 456-1038806825-02
5. Entity Type *(check one)*: [ ] Sole Proprietor [ ] Partnership [x] Limited Liability Company [ ] Corporation [ ] Nonprofit Organization
6. State of Organization: OH
7. Date of Organization: 1999
8. Wisconsin DFI Registration Number: T093593
9. Premises Address: 1063 N. Broadway
10. City: De Pere
11. State: WI
12. Zip Code: 54115
13. County: De Pere
14. Governing Municipality: [x] City [ ] Town [ ] Village of: De Pere
15. Aldermanic District:
16. Premises Phone: 920-425-4120
17. Premises Email: mgr@tnenorth.org
18. Website: NA
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a floor diagram and additional sheets if necessary.

Convenience store with coolers. Mgr's office for storing records on site. Beer & alcohol sold at front counter. A cabinet on the sales floor holds liquor and is locked between 9PM & 8AM. A locked cabinet holds extra liquor. Beer is stored in the coolers & sales floor. Extra beer is stored in a back storage area.

20. Mailing Address (if different from premises address): 10346 Brecksville Rd
21. City: Brecksville
22. State: OH
23. Zip Code: 44141

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. [ ] Yes [x] No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed	Was sentence completed? [ ] Yes [ ] No

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed	Was sentence completed? [ ] Yes [ ] No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☑ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☑ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☑ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
N/A	N/A

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☑ Yes ☐ No

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

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☑ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Lyden	Mark	President	440-792-4200
Lyden	Patricia	Secretary	419-351-8004
Niese	Daniel	CFO	440-792-4200
Knox	Michelle	AGENT	920-810-8679

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Niese	Daniel	J.

Title	Email	Phone
CFO	dniese@trvnorth.org	440-792-4200

Signature: Daniel J Niese Date: 4-23-24

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (If applicable)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**C. Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor Licenses.**

ATTACHMENTS:

- Class B Combo list of renewals_5-21-24 mtg (PDF)
- Class B Combo renewal applications_5-21-24 mtg (PDF)

CLASS "B" BEER & "CLASS B" LIQUOR

1. De Pere Hotel Group, LLC (DBA Cobblestone Hotel & Suites/Wissota Chophouse), 499 Main Av. Agent: Kim Wogemese, Neenah WI.

2. Esales, Inc. (DBA Pasquales International Cafe), 305 Main Av. Agent: Tye Hartwell, De Pere WI.

3. Green Room Theatre, LLC (DBA ComedyCity Theatre), 365 Main Av, Suite E. Agent: Chad Nehring, Appleton WI.

4. HC Gemini, Inc. (DBA The Abbey), 303 Reid St. Agent: Kerry Counard, De Pere WI.

5. Jacob P. Vieau, LLC (DBA Jake's Place), 600 George St. Agent: Jacob Vieau, De Pere WI.

6. Nicky's Inc. (DBA Nicky's Lionhead Tavern and Grill), 331 Main Av. Agent: Thomas Nick, Green Bay WI.

7. Nightlife Inc. (DBA VIP Daiquiri Lounge), 308 Main Av. Agent: Tye Hartwell, De Pere WI.

8. Oakley's, LLC (DBA Oakley's), 614 George St. Agent: Eric Hunsader, De Pere WI.

9. Smeckett Adventures, LLC (DBA Cycling Brews Taproom), 1109 Honey Ct, Suite B. Agent: Joshua Smits, Green Bay WI.

10. Union Hotel Corporation (DBA Union Hotel & Restaurant), 200 N. Broadway. Agent: McKim Boyd, De Pere WI.

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer . . . . . $ _____
- ☒ Class "B" Beer . . . . . $ 90.00
- ☐ "Class A" Liquor . . . . . $ _____
- ☒ "Class B" Liquor 450.00
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____

Fees	
License Fees	$ 540.00
Background Check Fee	$ 0.00
Publication Fee	$ 30.00
Total Fees	$ 570.00

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship): DePere Hotel Group LLC
2. Business Trade Name or DBA: Candlewood Suites + Wood Grain House
3. FEIN: 81-1989950
4. Wisconsin Seller's Permit Number: 456-1030928267-05
5. Entity Type *(check one)*: ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization
6. State of Organization: WI
7. Date of Organization: 11/8/2021
8. Wisconsin DFI Registration Number: 456-1030928267-05
9. Premises Address: 999 Main Ave
10. City: DePere
11. State: WI
12. Zip Code: 54115
13. County: Brown
14. Governing Municipality: ☒ City ☐ Town ☐ Village of: DePere
15. Aldermanic District:
16. Premises Phone: 920 338 8519
17. Premises Email:
18. Website: www.staywoodgrain.com
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.
Hotel Restaurant + Bar + Patio
Storage Areas
Rooms for guests to take laundries Back of house areas
20. Mailing Address (if different from premises address): 980 American Dr
21. City: Neenah
22. State: WI
23. Zip Code: 54956

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☒ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☒ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

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

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Wogernese	Kim	Managing member	920.237.0233

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	MI
Wogernese	Kim	E

Title	Email	Phone
Managing member	kwogernese@sbcglobal.net	920.237.0233

Signature	Date
Kim E. Wogernese	4/18/24

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
4/22/24			

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer . . . . . $ _____
- ☒ Class "B" Beer . . . . . $ _____
- ☐ "Class A" Liquor . . . . . $ _____
- ☒ "Class B" Liquor . . . . . $ _____
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____

Fees	
License Fees	$
Background Check Fee	$
Publication Fee	$ 30.00 5-1-24 KW 193505
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship): Esalrs inc
2. Business Trade Name or DBA: Pasquales International Cafe
3. FEIN: 27-1491360
4. Wisconsin Seller's Permit Number: 456-1027038277-03
5. Entity Type *(check one)*: ☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Nonprofit Organization
6. State of Organization: WI
7. Date of Organization: 12-16-2009
8. Wisconsin DFI Registration Number: E041006
9. Premises Address: 305 Main Ave
10. City: Dipre
11. State: WI
12. Zip Code: 54115
13. County: Brown
14. Governing Municipality: ☒ City ☐ Town ☐ Village of: _____
15. Aldermanic District:
16. Premises Phone: 920 336 3330
17. Premises Email: wireless7gb@gmail.com
18. Website: Pasqualesintcafe.net
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

First Floor, Patio & Basement

20. Mailing Address (if different from premises address):
21. City:
22. State:
23. Zip Code:

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☒ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☒ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

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

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Hartwill	TyC	CEO	920 819 3220

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Hartwill	TyC	D

Title	Email	Phone
CEO	wireless1gb@gmail.com	920 819 3220

Signature	Date
TyC	4-30-24

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
5/1/24			

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	1.b
Municipality	
License Period	

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer . . . . . $ _____
- ☑ Class "B" Beer . . . . . $ _____
- ☐ "Class A" Liquor . . . . . $ _____
- ☑ "Class B" Liquor . . . . . $ _____
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____

Fees	
License Fees	$
Background Check Fee	$
Publication Fee	$ 30 Pd Ref#12345
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
Green Room Theatre, LLC

2. Business Trade Name or DBA
ComedyCity Theatre

3. FEIN
46-1332825

4. Wisconsin Seller's Permit Number
456-1028055060-02

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☑ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. State of Organization
WI

7. Date of Organization
11/05/2012

8. Wisconsin DFI Registration Number
G048020

9. Premises Address
365 Main Avenue, Suite E

10. City
De Pere

11. State
WI

12. Zip Code
54115

13. County
Brown

14. Governing Municipality ☑ City ☐ Town ☐ Village
of De Pere

15. Aldermanic District

16. Premises Phone
(920) 345-2600

17. Premises Email
chad@comedycity.net

18. Website
www.comedycity.net

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.
Entire premises including seating area, bar, box office, storage areas and liquor closet/locker.

20. Mailing Address (if different from premises address)

21. City

22. State

23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☑ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☑ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☑ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☑ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☑ Yes ☐ No

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

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☑ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Nehring	Chad	President	(920) 606-4939
Cravillion	Jamie	Vice Pres	(920) 632-4892

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Nehring	Chad	L

Title	Email	Phone
President	chad@comedycity.net	(920) 606-4939

Signature	Date
	4/22/24

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer . . . . . $ _____
- ☒ Class "B" Beer . . . . . $ _____
- ☐ "Class A" Liquor . . . . . $ _____
- ☒ "Class B" Liquor . . . . . $ _____
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____

Fees	
License Fees	$
Background Check Fee	$
Publication Fee	$ 30 pd Rct 192118
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship): HC GEMINI, INC. dba THE ABBEY

2. Business Trade Name or DBA: THE ABBEY

3. FEIN: 39-1208119

4. Wisconsin Seller's Permit Number: 456-0000016586-03

5. Entity Type *(check one)*: ☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Nonprofit Organization

6. State of Organization: WISCONSIN

7. Date of Organization: 1974

8. Wisconsin DFI Registration Number: IW13564

9. Premises Address: 303 REID STREET

10. City: DE PERE

11. State: WI

12. Zip Code: 54115

13. County: BROWN

14. Governing Municipality: ☒ City ☐ Town ☐ Village of: DE PERE

15. Aldermanic District:

16. Premises Phone: (920)336-7242

17. Premises Email: abbeybar303@yahoo.com

18. Website: abbeybar.com

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

BAR, RESTAURANT SEATING, BANQUET/PARTY ROOM FULL KITCHEN & BAR SERVICE, BALCONY SEATING & GATED LOWER PATIO SEATING

20. Mailing Address (if different from premises address)

21. City: SAME

22. State:

23. Zip Code:

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed: _____ Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed: _____ Was sentence completed? . . . . . ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☒ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☒ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

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

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
COUNARD	KERRY	OWNER	(920) 660-3650

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
COUNARD	KERRY	J

Title	Email	Phone
OWNER	abbeybar303@yahoo.com	(920) 336-7242

Signature	Date
	4.20.24

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
4/22/24			

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer . . . . . $ _____
- ☒ Class "B" Beer . . . . . $ _____
- ☐ "Class A" Liquor . . . . . $ _____
- ☒ "Class B" Liquor . . . . . $ _____
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____

Fees	
License Fees	$
Background Check Fee	$
Publication Fee	$ 10.00 5/24 B# 192611
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
JACOB P. VIEAU LLC DBA JAKE'S PLACE

2. Business Trade Name or DBA
JAKE'S PLACE

3. FEIN
88-1952078

4. Wisconsin Seller's Permit Number
456-1031037989-04

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. State of Organization
WI

7. Date of Organization

8. Wisconsin DFI Registration Number
J057387

9. Premises Address
600 GEORGE ST.

10. City
DE PERE

11. State
WI

12. Zip Code
54115

13. County
BROWN

14. Governing Municipality: ☒ City ☐ Town ☐ Village of: DE PERE

15. Aldermanic District

16. Premises Phone
(920) 425-4153

17. Premises Email
JacobVieau@yahoo.com

18. Website
N/A

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.
KITCHEN, GARAGE, BASEMENT, REAR LOT CAFE & BAR AREA

20. Mailing Address (if different from premises address)
SAME

21. City
SAME

22. State
SAME

23. Zip Code
SAME

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☒ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☒ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

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

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
VIEAU	JACOB	OWNER	(920)362-8270

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
VIEAU	JACOB	P.

Title	Email	Phone
OWNER	jacobvieau@yahoo.com	(920)362-8270

Signature	Date
Jacob Vieau	04/19/2024

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
5/3/24			

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer . . . . . $ _____
- ☒ Class "B" Beer . . . . . $ _____
- ☐ "Class A" Liquor . . . . . $ _____
- ☒ "Class B" Liquor . . . . . $ _____
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____

Fees	
License Fees	$
Background Check Fee	$
Publication Fee	$ 30 pd
Total Fees	$

received

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship): Nicky's Lion Head Tavern and Grille II

2. Business Trade Name or DBA:

3. FEIN:

4. Wisconsin Seller's Permit Number: 456-0000069855-03

5. Entity Type *(check one)*: ☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☑ Corporation ☐ Nonprofit Organization

6. State of Organization: WI

7. Date of Organization:

8. Wisconsin DFI Registration Number: N024849

9. Premises Address: 331 Main Ave. West DePere

10. City: DePere

11. State: WI

12. Zip Code: 54115

13. County: Brown

14. Governing Municipality: ☑ City ☐ Town ☐ Village of: DePere

15. Aldermanic District:

16. Premises Phone: (920) 983-2991

17. Premises Email:

18. Website: www.Nicky's.com

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

SAME Mezzanine Closet Sidewalk Cafe in Front of Premises

20. Mailing Address (if different from premises address) add in Alley West of Premises Front Bar, Back Bar, Restaurant

21. City: West DePere

22. State: WI

23. Zip Code: 54115

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☑ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed: _____ Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed: _____ Was sentence completed? . . . . . ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☒ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☒ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

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

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Nick	Thomas	Michael	920-609-9978
Olejniczak	Thomas		
Nick	John		

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Nick	Thomas	M

Title	Email	Phone
Co-owner	TNick@Centurytel.net	(920) 609-9978

Signature	Date
Thomas M. Nick	5/5/24

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
5/6/24			

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

1.b

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer . . . . . $ _____
- ☒ Class "B" Beer . . . . . $ _____
- ☐ "Class A" Liquor . . . . . $ _____
- ☒ "Class B" Liquor . . . . . $ _____
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____

Fees	
License Fees	$
Background Check Fee	$
Publication Fee	$ 30 DR 5/2 1926a
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship): Nightlife INC
2. Business Trade Name or DBA: VIP Daiquiri lounge
3. FEIN: 93-3988613
4. Wisconsin Seller's Permit Number: 456-1031516894-041
5. Entity Type *(check one)*: ☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Nonprofit Organization
6. State of Organization: WI
7. Date of Organization: 9-13-23
8. Wisconsin DFI Registration Number: N060336
9. Premises Address: 308 Main Ave
10. City: Depere
11. State: WI
12. Zip Code: 54115
13. County: Brown
14. Governing Municipality: ☒ City ☐ Town ☐ Village of: _____
15. Aldermanic District
16. Premises Phone: 920 425 4766
17. Premises Email: vipclass7s5@gmail.com
18. Website: _____
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.
Main Bar Area, Basement & [redacted]
20. Mailing Address (if different from premises address)
21. City
22. State
23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☒ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☒ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes

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

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Gauthier	Mark	COO	920 784 4951
Hartwell	Tyc	CFO	920-819-3220

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Hartwell	Tyc	D

Title	Email	Phone
CFO	wireless1gb@gmail.com	920 819 3220

Signature	Date
Tyc Hartwell	5-3-24

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
5/2/24			

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer ..... $ _____
- ☑ Class "B" Beer ..... $ _____
- ☐ "Class A" Liquor ..... $ _____
- ☑ "Class B" Liquor ..... $ _____
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____

Fees	
License Fees	$
Background Check Fee	$
Publication Fee	$ 30.00 pd 192447
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship): Oakley's
2. Business Trade Name or DBA: Oakley's
3. FEIN: 93 - 2735590
4. Wisconsin Seller's Permit Number: 456 - 1031464481
5. Entity Type *(check one)*: ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization
6. State of Organization: Oakley's LLC
7. Date of Organization: 8-4-2023
8. Wisconsin DFI Registration Number: 00143350
9. Premises Address: 614 George Street
10. City: De Pere
11. State: WI
12. Zip Code: 54115
13. County: Brown
14. Governing Municipality: ☐ City ☐ Town ☐ Village of: Green Bay Metropolitan
15. Aldermanic District: Fourth
16. Premises Phone: (920) 639-4401
17. Premises Email: hunsade10@outlook.com
18. Website: TBD
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.
Oakley's is a brunch restaurant serving food and alcohol/non alcohol beverages during the hours of 0700 - 1600. There will be a full kitchen, two dining rooms and a bar area. Square footage is 4300 sq. ft. Also storage area and office.
20. Mailing Address (if different from premises address):
21. City:
22. State:
23. Zip Code:

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ..... ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ..... ☐ Yes ☐ No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. . ☐ Yes ☒ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . ☐ Yes ☒ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? . . . . . ☐ Yes ☒ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. . . . . ☒ Yes ☐ No

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

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? . . . . . ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Hunsader	Eric	Owner	(920)639-4461
Sproat	Paula	Co-owner	(920)362-6055

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Hunsader	Eric	T

Title	Email	Phone
Owner	Hunsader10@outlook.com	920-639-4461

Signature	Date
Eric Hsader	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
4/30/24			

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer . . . . . $ _____
- ☒ Class "B" Beer . . . . . $ _____
- ☐ "Class A" Liquor . . . . . $ _____
- ☒ "Class B" Liquor . . . . . $ _____
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____

Fees	
License Fees	$
Background Check Fee	$
Publication Fee	$ 30 Pd 172080
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship): Smeckett Adventures LLC
2. Business Trade Name or DBA: Cycling Brews Taproom
3. FEIN: 88-1425670
4. Wisconsin Seller's Permit Number: 456-1031301598-04
5. Entity Type *(check one)*: ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization
6. State of Organization:
7. Date of Organization:
8. Wisconsin DFI Registration Number: S140271
9. Premises Address: 1109 Honey Court Ste B
10. City: DePere
11. State: WI
12. Zip Code: 54115
13. County: Brown
14. Governing Municipality: ☒ City ☐ Town ☐ Village of: DePere
15. Aldermanic District:
16. Premises Phone: (920) 425-3064
17. Premises Email: josh.smits@cyclingbrews.com
18. Website: Cyclingbrews.com
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

Retail space just off of S. Broadway, running adjacent to Fox River Trail. Main area w/36 taps and bar area "Conf. room" for sitting and open area w/stage for additional sitting space.

20. Mailing Address (if different from premises address):
21. City:
22. State:
23. Zip Code:

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☒ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☒ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

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

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Beckett	Stephen	Owner	(920) 819-3093
Smits	Joshua	Owner	(920) 246-8981

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Smits	Joshua	J

Title	Email	Phone
Owner	josh-smits@cyclingbrews.com	(920) 246-8981

Signature	Date
	4-18-24

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
4/19/24			

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer ..... $ _____
- ☒ Class "B" Beer ..... $ _____
- ☐ "Class A" Liquor ..... $ _____
- ☒ "Class B" Liquor ..... $ _____
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____

Fees	
License Fees	$
Background Check Fee	$
Publication Fee	$ 30 KT 98399
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship): UNION HOTEL CORPORATION
2. Business Trade Name or DBA: UNION HOTEL & RESTAURANT
3. FEIN: 39-0669105
4. Wisconsin Seller's Permit Number: 456-0000202500-03
5. Entity Type *(check one)*: ☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Nonprofit Organization
6. State of Organization: WISCONSIN
7. Date of Organization: 1937
8. Wisconsin DFI Registration Number: 1400839
9. Premises Address: 200 NORTH BROADWAY
10. City: DE PERE
11. State: WI
12. Zip Code: 54115
13. County: BROWN
14. Governing Municipality: ☒ City ☐ Town ☐ Village of: De Pere
15. Aldermanic District: 1
16. Premises Phone: 920-336-6131
17. Premises Email: NONE
18. Website: unionhoteldepere.com
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.
    3 story brick building plus adjacent barn, cocktail lounge, bar and dining rooms
20. Mailing Address (if different from premises address):
21. City:
22. State:
23. Zip Code:

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

   If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ..... ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ..... ☐ Yes ☐ No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☒ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☒ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

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

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
BOYD	MARY	president	920-217-1918
BOYD	PATRICK	vice president	920-413-2911
BOYD	MCKIM	sec/treas	920-615-1883

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
BOYD	MCKIM	T

Title	Email	Phone
sec/treasurer	mckim1883@yahoo.com	920-615-1883

Signature	Date
[signature]	4/29/2024

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
4/29/24			

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Anthony Wachewicz**
SUBJECT:	**Resolution #24-42 Consent to Assignment and Authorizing Assumption of Development Agreement between High Ridge Properties, LLC, and Nicolet Real Estate and Investment Corporation (Parcel WD-D0076; Venture Avenue).**

The Common Council approved a Development Agreement on March 19, 2024, between the City and Smet Properties, LLC/High Ridge Properties, LLC, regarding Parcel WD-D0076 on Venture Avenue in the West Industrial Park. As part of the closing process and implementation of the Development Agreement, Smet/High Ridge has agreed to assign the Development Agreement to Nicolet Real Estate and Trust Corporation, subject to the City's consent as required by the terms of the Agreement. Attached is a copy of the proposed Assignment and Assumption Agreement documenting such proposed assignment and assumption of the terms and conditions of the Development Agreement and the City's consent.

ATTACHMENTS:

- Reso24-42 (PDF)
- Assignment of De Pere Development Agreement - Smet High Ridge Nicolet - City draft(PDF)
- SMET Term Sheet F&P 2.13.24 (PDF)

RESOLUTION #24-42

CONSENT TO ASSIGNMENT AND AUTHORIZING ASSUMPTION OF
DEVELOPMENT AGREEMENT BETWEEN HIGH RIDGE PROPERTIES, LLC
AND NICOLET REAL ESTATE AND INVESTMENT CORPORATION
(Parcel WD-D0076; Venture Avenue)

WHEREAS, the City and High Ridge Properties, LLC ("High Ridge") are parties to a Development Agreement Regarding Facility Construction (the "Agreement") for Parcel WD-D0076; and

WHEREAS, the Agreement requires that the City approve and consent to assignment of any rights or obligations thereunder; and

WHEREAS, High Ridge desires to assign all of its rights, title and interest in the Agreement to Nicolet Real Estate and Investment Corporation ("Nicolet"), or a single purpose entity created under the common ownership of Nicolet, for the purchase and development of WD-D0076; and

WHEREAS, Nicolet desires to accept the assignment and assume all rights, title and interest from High Ridge; and

WHEREAS, the City wishes to consent to this assignment.

NOW THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are hereby authorized and directed to execute the Assignment and Assumption of Development Agreement between the City of De Pere, High Ridge Properties, LLC and Nicolet Real Estate and Investment Corporation as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of May, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "Assignment") is made, entered into and effective as of the _____ day of _____, 2024, by and between HIGH RIDGE PROPERTIES, LLC, a Wisconsin limited liability company ("Assignor"); and NICOLET REAL ESTATE AND INVESTMENT CORPORATION, a Wisconsin corporation ("Assignee").

RECITALS

WHEREAS, Assignor is an original party to a certain Development Agreement with the City of De Pere (the "City") dated as of May ___, 2024 (the "Development Agreement"); and

WHEREAS, Assignor has entered into an Agreement dated _____, 2024, pursuant to which Assignee will acquire the Project Property from Assignor; and

WHEREAS, Assignor desires to assign all of its right, title and interest in, to and under the Development Agreement to Assignee, and Assignee desires to assume all of Assignor's right, title and interest in, to and under the Development Agreement as of the date hereof.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises of the parties and the terms and conditions hereof, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein, to the extent not otherwise defined herein, shall have the meaning ascribed to such terms in the Development Agreement.

2. Assignment. Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's right, title, and interest as developer in, to and under the Development Agreement. Assignor shall have no responsibility for obligations under the Development Agreement first arising on or after the effective date hereof.

3. Assumption. Assignee (i) hereby accepts the foregoing assignment of Assignor's right, title, and interest as Developer in, to and under the Development Agreement, and (ii) hereby assumes, becomes responsible for and agrees to perform, discharge, fulfill and observe all of the obligations, terms, covenants, provisions and conditions under the Development Agreement arising from and after the date hereof.

4. Indemnification. Assignor shall indemnify and hold Assignee harmless from and against any and all damages, claims, liabilities, costs (including reasonable attorneys' fees), expenses and causes of action under the Development Agreement arising prior to the date hereof. Assignee shall indemnify and hold Assignor harmless from and against any and all damages, claims, liabilities, costs (including reasonable attorneys' fees), expenses and causes of action under the Development Agreement which may arise on or after the date hereof.

5. Representations and Warranties. Assignor represents and warrants to Assignee that, as of the date hereof, (i) there has been no breach of or default under the Development Agreement by Assignor and all obligations to be performed or paid thereunder by Assignor have been performed or paid; and (ii) to Assignor's knowledge, there has been no breach of or default under the Development

Agreement by the City and all obligations to be performed or paid thereunder by the City have been performed or paid.

6. Effective Date. This Assignment is effective as of the date first written above.

7. Recordation. A memorandum of this Assignment may be recorded in the Office of the Register of Deeds for Brown County, Wisconsin.

8. Binding Effect. The covenants, agreements and obligations herein contained shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. Interpretation. The laws of the State of Wisconsin (without regard to its choice of laws provisions) shall govern the validity, performance and enforcement of this Assignment. The invalidity or unenforceability of any provision of this Assignment shall not affect or impair any other provision. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The captions appearing in this Assignment are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Assignment nor in any way affect this Assignment.

10. Counterparts. This Assignment may be executed by the signing in counterparts of this instrument. The execution by all of the parties hereto by each signing a counterpart of this instrument shall constitute a valid execution, and this instrument with all its counterparts so executed shall be deemed for all purposes to be a single instrument. For purposes of this Assignment and the rights of the parties to enforce it, a facsimile or electronic transmission of a signature shall have the same force and effect as an original signature.

[Signatures appear on following pages.]

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

ASSIGNOR:

HIGH RIDGE PROPERTIES, LLC

By: _____
Name: _____
Title: Managing Member

STATE OF WISCONSIN }
}ss
BROWN COUNTY }

PERSONALLY CAME BEFORE ME this _____ day of _____, 2024, the above-named _____, to me known to be the Managing Member of High Ridge Properties, LLC, and the individual who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission _____

ASSIGNEE:

NICOLET REAL ESTATE AND INVESTMENT CORPORATION

By: _____
Name: _____
Title: _____

STATE OF _____ }
}ss
_____ COUNTY }

PERSONALLY CAME BEFORE ME this _____ day of _____, 2024, the above-named _____, to me known to be the _____ of _____ and the individual who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of _____
My Commission _____

CONSENT AND ACKNOWLEDGMENT

THE CITY OF DE PERE hereby consents to the foregoing Assignment and Assumption of Development Agreement pursuant to Section V.B. thereof, and further acknowledges and agrees that, as of the date hereof:

(i) All necessary prerequisites, legal requirements and authorizations necessary for the City's consent, if any, have been performed.

(ii) The undersigned has all necessary power and authority to grant the City's consent to the assignment of the Development Agreement.

CITY OF DE PERE:

By: _____
Name: James G. Boyd
Title: Mayor

Attest: _____
Name: Carey E. Danen
Title: City Clerk

Approved as to form:

_____
Anthony S. Wachewicz III
City Attorney

STATE OF WISCONSIN }
}ss
BROWN COUNTY }

PERSONALLY CAME BEFORE ME this _____ day of _____, 2024, the above-named James G. Boyd and Carey E. Danen, to me known to be the Mayor and City Clerk of the City of De Pere, Wisconsin and the individuals who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission _____

CITY OF DE PERE MEMO

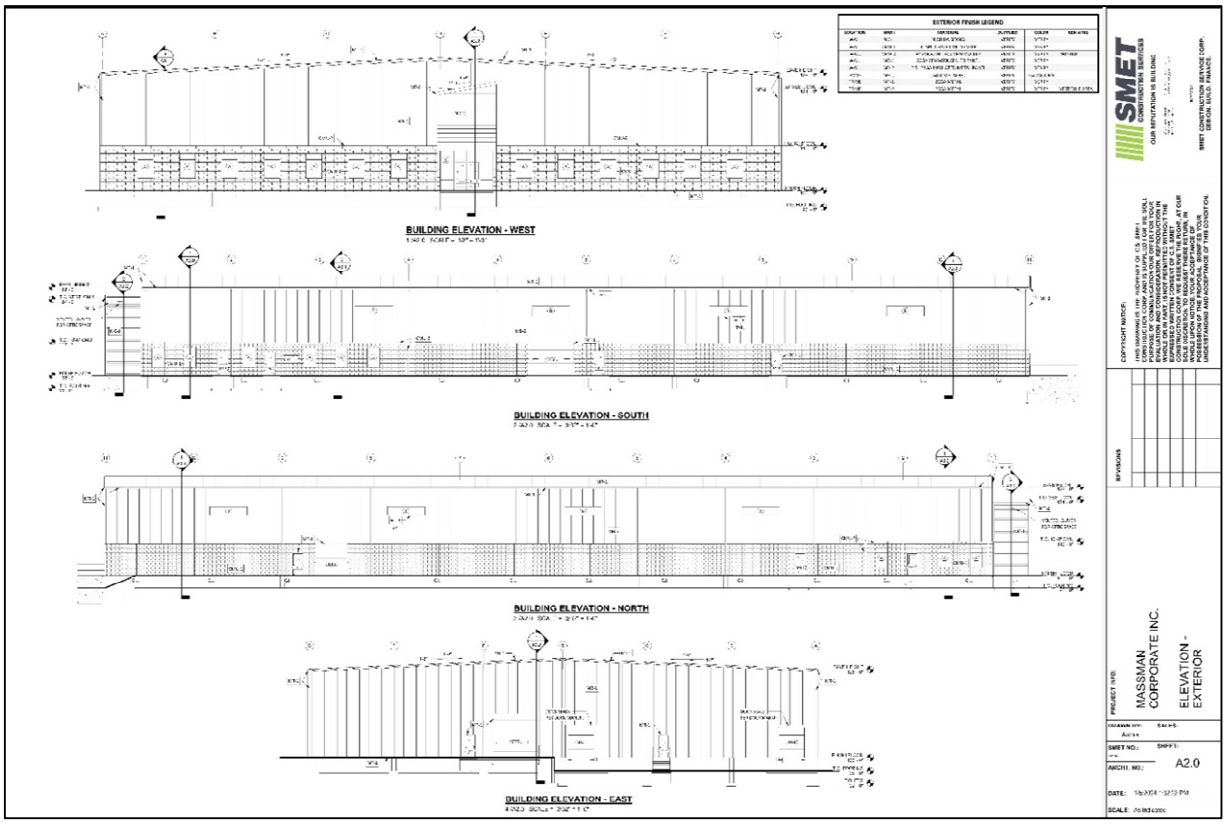
To: Mayor James Boyd
Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: February 13, 2024

RE: **Consideration and Possible Action on Sale and Development Agreement Terms with Smet Properties, LLC for Parcel WD-D0076 on Venture AV in the West Business Park***

Summary
Last February, the Development Services Department responded to a site selection request from Smet Construction Services Corp (Smet) regarding a site inquiry for approximately 5 acres of land for a local company looking to expand its operation that is unable to expand at its current location. EDL, a shrink wrap line production company currently located in Ashwaubenon, conducted due diligence comparing a De Pere site on American BLVD and a site located out-of-state. Because of interest rates and the uncertainty of the economy, EDL and Smet chose to delay construction until the first quarter of 2024 to evaluate all options under a 270-day planning option. During the discussions, the City presented Smet with a 5.33-acre site located along Venture AV that had since become available after a different option party declined to construct a facility on that site. After additional review, EDL and Smet prefer the newly proposed location on Venture AV.

Therefore, Smet proposed to construct, own, and lease the development of a one-story, 45,555 SF manufacturing building of which 8,792 SF within the structure is office and restrooms for their approximately 90 employees. SMET also stated the development could expand in the near future and as such the rear of the building is being planned as an expansion wall. The proposed use would be completely contained within the building. Example site plans are attached to this memo.

SIGNAGE
SMET


EXTERIOR FINISH LEGEND
BUILDING ELEVATION - WEST
BUILDING ELEVATION - SOUTH
BUILDING ELEVATION - NORTH
BUILDING ELEVATION - EAST
SMET
MASSMAN CORPORATE INC.
ELEVATION - EXTERIOR
A2.0

Development Site Information Summary:

Address:	TBD
Parcel IDs:	WD-D0076
Acres:	5.33
Anticipates Sale Value:	$213,200 ($40,000 per acre)
Purpose Use:	Office/ manufacturing/warehouse
Future Land Use:	Business Park
Zoning:	Business Park 2 (BP-2)
Proposed Zoning:	Unchanged
Current Total Assessed Value (full value):	$0
Potential New Building Value (full):	$3,060,000 (rounded) - $3,059,000 Actual
Office	*$1,181,500 (8,792sq ft x $125 per square foot)*
Storage/Warehouse:	*$1,985,665 (36,103+660 sq ft x $55 per square foot)*
Guaranteed Annual Tax Payment:	$47,000 (rounded)
	$3,060,000 x 0.015348387 (2023 mill rate)

Potential City Incentives:

Approximately $460,000 in a cash and/or land grant or approximately 15.08% of the estimated assessed values. The percentage is slightly higher than in the recent past; however, the construction pricing inflation and elevated interest rates continue to challenge the expected market rate of return for the developer. Additionally, the site was originally planned for a rail user; however, after further analysis, the site would require too much additional fill to add a rail spur and therefore the highest and best use of the site is the proposed manufacturing use.

Developer Obligations- (Smet Properties, LLC):

1. **Proposed Development:** The developer shall construct a minimum 45,555-square-foot office and manufacturing facility.

2. **Timelines:**
   a. Secure site plan approvals by May 1, 2024.
   b. Commence construction by June 1, 2024.
   c. Complete construction by December 31, 2024.
   d. Final assessed value by January 1, 2025.

3. **Assessed Value and Tax Revenue:** Developer guarantees a minimum annual tax increment revenue value of $47,000. The City and/or State of Wisconsin shall assess the development project in accordance with the real estate valuation requirements for similar mixed commercial under Wis. Stats, §70.32. The total project grant is premised upon the completed development project having an equated assessed value equal to the guaranteed value for real property tax purposes of not less than $3,060,000; however, in no case shall the annual tax value be less than $47,000. The Developer will make a Payment In Lieu Of Tax to the City (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the annual tax increment revenue.

City Obligations (City of De Pere):

1. **Site Assembly Grant.** The City shall provide the Developer with a Site Assembly Grant of $213,200 at the close of the purchase of the subject property.

2. **Developer Project Cost Reimbursement Grant.** The City shall provide developer with a Project Cost Reimbursement Grant ("project grant") of $246,800 to reimburse project costs incurred by the Developer. Such project grant shall be payable after the Certificate of Occupancy is issued and the entire site plan has been completed and the Development Services Director has reviewed and verified final project costs, which such review may not be unreasonably withheld or delayed. However, at no point shall the project grant be issued prior to September 1st of the subject year unless the Developer notifies the City by October 1st of the preceding year that they expect to complete the project between January 1st and August 31st of the subject year.

Recommendation:
Staff recommends approval of the term sheet and if the Finance and Personnel Committee approves the proposed terms, the City will draft a Developer's Agreement that will be reviewed by the Common Council at a future meeting.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **May 21, 2024**

DEPARTMENT: **City Attorney**

FROM: **Angela Zills**

SUBJECT: **Resolution #24-43 Authorizing Development Agreement Regarding Transportation and Manufacturing Facility Construction with AmeriLux Holdings, LLC (2000 Commerce Drive; Parcels ED-3103, ED-3104, and a Portion of ED-3105).**

At its meeting on April 9, 2024, the Finance/Personnel Committee voted unanimously to approve the terms and conditions of this development with Amerilux Holdings, LLC. The proposed development agreement is being brought forward for review and approval by the Common Council.

ATTACHMENTS:

- Reso24-43 (PDF)
- Development Agreement for Council - Amerilux (PDF)
- Amerilux East Business Park Memo - April 2024 (PDF)
- AmeriLux Basemap (JPG)
- Amerilux Letter of Intent with Enclosures (PDF)
- Amerilux Conceptual Site Plan (PDF)
- Amerilux Rendering 1 - Profit Place (PDF)
- Amerilux Rendering 1 - Profit Place 2 (PDF)
- Amerilux Wall Rendering (PDF)

RESOLUTION #24-43

AUTHORIZING DEVELOPMENT AGREEMENT REGARDING TRANSPORTATION AND MANUFACTURING FACILITY CONSTRUCTION WITH AMERILUX HOLDINGS, LLC
(2000 Commerce Drive; Parcels ED-3103, ED-3104 and a Portion of ED-3105)

WHEREAS, Amerilux Holdings, LLC ("Developer") wishes to enter into an agreement for constructing a trucking and transportation distribution center, manufacturing production area, trailer parking and office space totaling approximately 497,000 square feet located in Tax Incremental District No. 17 (TID #17) for its business operations; and

WHEREAS, Wis. Stats. §66.1105(2)(f), authorizes the expenditure of allowable project costs, such as site assembly reimbursement grant incentives and other cash grants, when made pursuant to a signed development agreement, for the benefit of industrial and other development and redevelopment within its TID Districts; and

WHEREAS, the intended development is consistent with the Amended Boundary and Project Plan for TID #17 and will be beneficial to the City to promote revitalization and economic stability; and

WHEREAS, Developer's ability to commence construction of the Development Project is contingent upon the City's commitment to use tax increments from TID #17 to provide financial assistance for portions of such improvements, pursuant to the terms set forth in the attached Development Agreement Regarding Building Construction Between the City of De Pere and Amerilux Holdings, LLC; and

WHEREAS, City desires to provide such financial assistance and to promote this Development Project; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Development Agreement Regarding Transportation and Manufacturing Facility Construction Between the City of De Pere and Amerilux Holdings, LLC, as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of May, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 04/09/2024

DEVELOPMENT AGREEMENT REGARDING TRANSPORTATION AND MANUFACTURING FACILITY CONSTRUCTION BETWEEN THE CITY OF DE PERE AND AMERILUX HOLDINGS, LLC
(Parcel Numbers ED-3103, ED-3104 and ED-3105)

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the City of De Pere, Wisconsin, a municipal corporation ("City") and Amerilux Holdings, LLC, a Wisconsin Limited Liability Company ("Developer").

RECITATIONS

WHEREAS, Wis. Stats. §66.1105, provides the authority and establishes procedures by which the City of De Pere may create Tax Increment Financing Districts ("TID") and support development projects within blighted areas of the City through the use of tax incremental financing; and

WHEREAS, in 2021, the City created Tax Incremental District No. 17, as and for the benefit of mixed use development within the District (OPTIONAL) as described in the subsequent Amended Boundary and Project Plans for TID #17 adopted in 2021; and

WHEREAS, Developer is in need of purchasing property to construct a trucking and transportation distribution center, manufacturing production area, trailer parking, and office space of a total approximately of 497,000 square feet; and

WHEREAS, the development described above and more fully in this Agreement will promote the revitalization and economic stability of TID #17 and the City as a whole; and

WHEREAS, Developer's ability to construct and occupy the new manufacturing, trucking transportation, distribution, and office facility would not be viable and this development would not occur in the City but for the City's commitment to reimburse Developer for significant site

acquisition and development expenses associated with site assembly; and

WHEREAS, allowable project costs under Wis. Stats. §66.1105(2)(f) include, among other things, site assembly reimbursement grant incentives, project costs, and other cash grants when made pursuant to a signed development agreement; and

WHEREAS, the City believes it is appropriate to use tax increments from the District to provide for the construction of certain improvements to the property (as defined below) in and for the benefit of TID #17 to facilitate development and redevelopment within the district and to provide financing for portions of such improvements and redevelopment; and

WHEREAS, the City further believes that the Project, as described in this Agreement, is in the best interests of the City and its residents and is reasonably consistent with the public purposes and the development expectations of the City, including, but not limited to, expanding tax base and employment opportunities within the City; and

WHEREAS, the City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Project, including, without limitation, utility, street, and stormwater improvements to serve the Project; and

WHEREAS, as a result, the City wishes to promote this development and provide the required financial assistance to Developer; and

NOW THEREFORE, upon the mutual promises and obligations contained herein, together with such other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

A. "Total Assessed Value" means the anticipated initial value placed upon the Building

Development as determined pursuant to Wisconsin Statutes, Chapter 70. The projected full Assessed Value for the Building Development is Thirty-Five Million Dollars and no/00 cents ($35,000,000.00).

B. **"Assessed Increment Value"** means the total assessed increment value placed upon the Building Development by the State of Wisconsin under Wis. Stats. §70.995. If the Assessed Increment Value of the Building Development as of January 1, 2026, and through the term of this Agreement is less than Thirty-Five Million Dollars and no cents ($35,000,000.00) more than the Base Assessed Value, the Deficit Payment (defined below) provisions of Paragraph III.E.4 shall apply.

C. "**Base Assessed Value"** means the total 2024 Assessed Value of the tax parcels comprising the Building Development in the amount of Zero dollars ($0.00).

D. "**Building Development"** means the Subject Property together with the Project improvements contemplated by the Parties and as approved by the City Development Services Department and/or Plan Commission. (Also referenced in Exhibit A herein).

E. "**Certificate of Occupancy"** means the certificate issued by the Development Services Department upon completion of the Building Development so as to permit occupancy of the same.

F. **"City**" means the City of De Pere.

G. **"Deficit Payment**" means payment of the difference between the taxes paid on the Assessed Increment Value of the Building Development and those taxes that would have been paid on the Guaranteed Value of the Building Development, as defined in and calculated under Paragraph III.E.1. or means the payment of the difference between the

taxes paid on the guaranteed increment revenue of the project and those that were paid based in the annual tax bill as defined in and calculated under Paragraph III.E.

H. "Developer" means Amerilux Holdings, LLC, a Wisconsin Limited Liability Company.

I. "District and/or TID #17" means City of De Pere Tax Incremental District No. 17, which is statutorily scheduled to close as of March 16, 2042.

J. "Force Majeure" means a delay in achieving Substantial Development as required in this Agreement due to circumstances beyond the reasonable control of Developer that can neither be anticipated or controlled, including strikes, war, acts of nature, acts of God, pandemics, epidemics, or other forces majeure. Force Majeure shall not work to extend the implementation of the Property Valuation Warranties under Paragraph III.E.

K. "Guaranteed Value" means Thirty-Five Million Dollars and no cents ($35,000,000.00).

L. Minimum Annual Property Tax Payment means the minimum yearly total real and personal property tax payment owing on the Building Development commencing with the 2026 tax year (payable in 2027.) The Minimum Annual Property Tax Payment under this Agreement is Six Hundred Thousand Dollars and no cents ($600,000.00).

M. "Project" means the construction of a development on the Subject Property located over two buildings containing a trucking and distribution center of not less than 450,000 square feet, a shipping and receiving yard, trailer parking, a manufacturing production area of approximately 47,000 square feet, and office space of approximately 3,000 square feet with an associated employee parking lot, all with zoning code appropriate façade materials. The buildings as constructed hereunder, together with the Subject Property, comprise the Building Development.

N. "Project Grant" means the Project Reimbursement Grant provided to Developer as set forth in Paragraph IV.A.

O. "Project Incentives" means the Developer Site Assembly Grant and the Project Cost Reimbursement Grant provided to Developer as set forth in Paragraph IV.A.

P. "Subject Property" means Parcel Numbers ED-3103, ED-3104, and portion of ED-3105.

Q. "Substantial Completion" means that a Certificate of Occupancy for the Project has been issued by the City Building Inspection Department and confirmation from the Zoning Administrator that the entire approved site has been complete including, but not limited, to light plan, lighting plan, landscape plan, which shall be no later than December 31, 2025.

R. "Term of the Agreement" means through the end of TID #17.

II. PURCHASE OF REAL ESTATE

A. The Subject Parcel. Developer agrees to purchase, and City agrees to sell, the Subject Property identified in this Agreement with such property being legally described and shown as on the attached Exhibit A.

B. Purchase Price. The purchase price for the Subject Property shall be in the amount of Six Hundred Seventy-Five Thousand Dollars and no cents ($675,000.00) in consideration of City providing Developer with a Site Assembly Cost Reimbursement Grant at closing as described further in Section IV.A.1. of this Agreement. The purchase price is not intended to and does not cover extension of municipal improvements from their location in City right-of-way onto the Subject Property. Developer shall coordinate the location of

necessary laterals with the City Engineering Division for connection to any such municipal improvements.

C. Closing Procedure. Closing shall take place at the City Attorney's Office, De Pere City Hall, 2nd Floor, or electronically, on or before October 31, 2024, unless the Parties agree otherwise in writing. The following shall constitute contingencies and conditions precedent to Developer's obligation to close on its purchase of the Subject Property, each of which must be satisfied or waived in writing by Developer at or prior to closing:

1. Evidence of Title/Title Defects. City shall, at its own expense, provide title insurance for the Subject Property to be conveyed and shall forward a copy of the commitment of such title insurance to Developer at least (10) calendar days prior to closing. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be as provided in Section II.C.3. City shall, at its cost and expense, cause the deletion of all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer

may terminate this Agreement or reschedule the closing at its option.

2. **Closing Costs.** City shall pay all closing costs usually and customarily paid by sellers of property in Wisconsin, including the cost of the title insurance as provided herein and any transfer taxes due.

3. **Conveyance of Title.** City shall convey good title to Developer by good and sufficient warranty deed as of the date of closing, free and clear of liens and encumbrances except the following:

    a. Municipal and zoning ordinances, provided the same do not restrict or interfere with the intended use of the property.

    b. Easements of record, provided the same do not restrict or interfere with the intended use of the property.

    c. Obligations contained in this Agreement.

D. Access Prior to Closing. City shall permit Developer to access the Subject Property prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to and shall hold City, its officials, officers, employees, agents, and assigns harmless for any and all injury to Developer, its respective agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above-referenced persons occasioned as a result of Developer's site examination and testing activities as contemplated by this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including but not limited to reasonable attorney fees.

F. Environmental Representations. City made a good faith inquiry into the environmental condition of the Subject Property upon its purchase and has procured a Phase I Environmental Assessment, which assessment has been forwarded to Developer for review. City makes the following representations based on City's present knowledge after such reasonable inquiry as to the condition of the Subject Property:

1. Pending Environmental Law Litigation. City has not violated, is not violating, and has not been threatened with or received notice or charge asserting any violation of the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation Recovery Act of 1976 ("RCRA"), the Federal Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980 ("CERCLA"), the Toxic Substance Control Act of 1976, or any other federal, state, local, or foreign laws, including the rules and regulations thereon regulating or otherwise affecting the environment ("Environmental Laws") as the same may have been amended prior to the date thereof. The City has no reason to believe that any asbestos, urea-formaldehyde, or polychlorinated biphenyl is present at or under the Subject Property.

2. Disposal of Substances. City has not disposed of any substances in any manner on the Subject Property which may form the basis for any present or future claim based upon current environmental laws of any demand or action seeking cleanup of any site, location or body of water, surface or subsurface, under any environmental laws which may subject City,

Developer or the Subject Property to claim for damages.

3. Septic Systems/Landfill. City does not believe that any septic systems exist on, in, or under the Subject Property. City has not used the Subject Property as a landfill or dump site which involved the disposal of solid waste in a manner which may materially impact the value of the Subject Property nor does City have any present knowledge that any third party has so used the Subject Property.

4. Above or Underground Storage Tanks. No above or underground storage tanks containing either a "regulated substance" (as defined in 40 CFR, Section 280.12), or "hazardous waste" (as defined under RCRA) have been installed in the Subject Property by City or its agents or employees. City does not believe that any such tanks existed on or under the Subject Property at any time in the past. City has no present knowledge of any "hazardous substances" (as defined under CERCLA) or "hazardous waste" (as defined under RCRA), or "petroleum based substances" (as defined in 40 CFR, Section 280.12) being spilled, leaked, discarded, or otherwise deposited on the Subject Property. City has no present knowledge that such spill, leak, discharge, or deposit occurred prior to City's ownership or use of the Subject Property. City has no reason to believe that any of the property is contaminated by "regulated substances" (as defined in 40 CFR, Section 280.12) or has "hazardous waste" (as defined in RCRA) originated from off-site sources of such substances.

F. **Flood plain.** The Subject Property is not currently identified as flood plain under Chapter 16 De Pere Municipal Code.

G. **Extent of Representations**. Other than the matters disclosed in the Phase I Environmental Assessment and the representations of this Section, City makes no representations in regard to the condition of the Subject Property.

H. **Provisions to Survive Closing.** The representation provisions of this Section shall survive the closing of this transaction.

III. DEVELOPER'S OBLIGATIONS, REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Plan Commission Project Site Plan Approval. Developer shall take all steps necessary to obtain City Development Services Department and/or Plan Commission approval of the Project to enable construction to commence and proceed so as to obtain Substantial Completion of the Project on or before January 1, 2026. The Project shall be substantially similar to the site plan submitted by Developer as modified, conditioned or approved by the Development Services Department and/or Plan Commission (expected August 31, 2024– Exhibit A) and shall be constructed in compliance with all federal, state and local codes together with all conditions and requirements of the Plan Commission. Developer's obligations under this Agreement shall be contingent on Development Services Department and/or Plan Commission Approval and all other required City and State approvals.

B. Commencement of Construction and Substantial Completion. Developer shall commence construction of the Project no later than November 1, 2024, so that it is Substantially Completed consistent with the Project Completion requirements of Section

III.D.

C. Substantial Completion. The Project shall be Substantially Completed no later than December 31, 2025, and subject to full Assessed Value as of January 1, 2026.

D. Failure to Commence Construction or Substantially Complete.

1. Notice and Cure. If, in the reasonable discretion of City, Developer has not complied with the provisions of this Agreement, City may notify Developer of such failure.

2. Repurchase of Subject Parcel or Return of Site Assembly Grant. If after thirty (30) days of mailing of such notice Developer has not cured the default, City may, in its sole discretion, either repurchase the property or require that the Site Assembly Grant to Developer be returned to City as follows:

    a. If the City determines to repurchase the Subject Property, it is entitled to do so for the price paid for the Property along with pursuing recovery or remedies at law or equity, including recovery of the Site Assembly Grant paid to Developer and real property taxes due for the period the Property was owned by Developer and liens or judgments of record attributable to Developer. Developer shall, in addition, pay all usual and customary closing costs of a seller of property in Wisconsin. The parties acknowledge that this calculation may result in a payment from Developer to City upon the City's repurchase of the Subject Property.

b. If the City repurchases the Subject Property, all improvements to the real property shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the Subject Parcel as a result or consequence of Developer's ownership or construction efforts thereon.

c. If the City determines to not repurchase the Subject Property, Developer, on behalf of its successors and assigns agrees to and shall repay City the Site Assembly Grant paid to Developer, plus interest thereon at the statutory rate from the date the Site Assembly Grant was made to the date repaid. Should Developer fail to do so within 60 days of City's demand therefore, Developer agrees that City may obtain a Judgment against it for the amount of Site Assembly Grant advanced plus said interest.

d. Upon either the repurchase of the Subject Property by City or the repayment of the Site Assembly Grant, plus said interest, this Agreement shall terminate and the Parties shall have no further obligations to each other except such obligations that expressly survive termination of this Agreement.

3. Force Majeure. If Developer is delayed from achieving Substantial Completion as required in this Agreement, and as referred to in this Section, due to circumstances beyond the reasonable control of

Developer, including, but not limited to, strikes, Acts of God, or another force majeure event, the rescission and repurchase or return of Site Assembly Grant provisions of this sub-paragraph shall be postponed by the period of such delay. This paragraph is intended to be in addition to all other remedies available to the City at law or equity. This paragraph shall not apply to the dates applicable to the Minimum Assessed Value under Section III.E.1 or the Minimum Annual Property Tax Payment under Section III.E.2.

E. Project/Subject Property/Building Development Value Warranties.

1. Guaranteed Value. Developer warrants the Guaranteed Value of the Building Development as of January 1, 2026, shall be not less than Thirty-Five Million Dollars ($35,000,000.00). This January 1, 2026, date for the Building Development to have an Assessed Value not less than the Guaranteed Value is not subject to Force Majeure. To that end, Developer, for itself and its successors and/or assigns, hereby waives all right to appeal the Assessed Value of the Building Development, whether to the City, State of Wisconsin or any other jurisdiction or venue, to assert a claim of unlawful tax, assert a palpable error, or otherwise challenge under any existing or newly created right in the future under Wisconsin or Federal laws, and/or the assessed value of the Building Development below the Guaranteed Value for the duration of TID #17. If the Assessed Value of the Building Development is less than the Guaranteed Value, Developer, on

behalf of itself and its successors and/or assigns, agrees that the Deficit Payment provisions of Paragraph III.E.4 ("Deficit Payment Calculation") shall apply.

2. Minimum Annual Property Tax Payment. Developer, for itself and its successors and assigns, obligates itself to pay the Minimum Annual Property Tax Payment of not less than Six Hundred Thousand Dollars and no cents ($600,000.00) in tax on the real property comprising the Building Development, commencing with the 2026 tax year (payable in 2027.)

3. Property to Remain Taxable. For the duration of TID #17, Developer, on behalf of itself and/or its successors and assigns, hereby agrees that they shall not, without the prior written consent of the City, which consent shall be within the sole discretion of the City, sell or lease any portion of the Project or Building Development to an entity whereby such sale or lease would cause such portion of the Project or Building Development to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of Developer's successors and assigns. Developer further agrees to place a restriction in any deed conveying the Project or the Building Development during the term of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Project or the Building Development or any portion thereof to become tax exempt. Should the Project or Building Development nevertheless become tax

exempt, Developer, for itself and its successors and/or assigns, hereby agrees that a Deficit Payment shall then be made by the owners or Developer of the Building Development in accordance with the process set out in Paragraph III.E.4 ("Deficit Payment Calculation").

4. Deficit Payment Calculation. Calculations of any Deficit Payment required under this Agreement shall be as follows:

   a. If Assessed Value falls below the Guaranteed Value:

      The Assessed Value of the Building Development shall be subtracted from the Guaranteed Value. The difference shall be multiplied by the mil-rate for all taxing jurisdictions established for each tax year for the west side of De Pere, the product of which shall be the total Deficit Payment, due and payable on or before August 31 of the year due.

      If the Deficit Payment is not fully paid by August 31 of the year in which it is due, the amount so determined under the above process shall be placed against the property as a special charge for services rendered under Wis. Stats. §66.0627(2).

   b. If Annual Revenue Value falls below the Guaranteed Revenue Value: Should Developer's Annual Property Tax Payment for any tax year on and after January 1, 2026, not meet the $600,000.00 Minimum Annual Property Tax Payment, Developer, and its successors and assigns, shall make a Deficit Payment to the City

equal to the difference between $600,000.00 and the Annual Property Tax Payment for each year the Minimum Annual Property Tax Payment is not met. The Deficit Payment shall be due and payable in full on or before July 31 of each year due (commencing with 2027).

F. Representations, Warranties and Covenants. Developer represents, warrants and covenants that:

1. it is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition; and
2. it has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement; and
3. the execution, delivery, and performance of its respective obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to it or the Project; and

4. this Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of it enforceable against it in accordance with their respective terms; and

5. it will expeditiously complete the development and construction of the Building Development in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to the City regarding the Building Development; and

6. it grants to City a non-exclusive, irrevocable, and royalty-free license to hold and/or use the Final Plans regarding the Building Development as a template for any future City development purpose; and

7. it will not make or consent to any material modifications to the Final Plans without the prior written consent of the City; and

8. it will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of Developer Improvements; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that it shall, within ten (10) days after the filing (or the assertion) of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the City) a surety bond sufficient to release said claim

or lien or provide the City with other such assurances that the City may reasonably require; and

9. it will take all reasonable steps to forestall claims of lien against the Subject Property (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Subject Property; and

10. it will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Subject Property in at least the amount of the full replacement, completed value of the improvements on the Subject Property; and

11. it will pay and discharge all taxes, assessments and other governmental charges upon the Subject Property when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Subject Property; and

12. it will promptly furnish to the City written notice of any litigation or threatened litigation affecting the Property or in which a Judgment would reasonably be expected to have a material adverse effect on Developer's financial condition; and

13. it shall deliver to the City revised statements of estimated costs of the construction for Building Development showing changes in or variations

from the original cost statement provided to the City as soon as such changes are known to Developer; and

14. it shall provide to the City, promptly upon the City's request, any information or evidence deemed reasonably necessary by the City related to performance of Developer under this Agreement to enable the City to timely and accurately complete any accounting or reporting requirements applicable to the City related to the transactions under this Agreement; and

15. no litigation, claim, investigation, administrative proceeding, or similar action (including those for unpaid taxes) against Developer are pending or threatened, and no other event has occurred, which is reasonably expected to have, individually or collectively, a material adverse effect on Developer's financial condition; and

16. there are no delinquent outstanding personal property taxes, real estate taxes, or special assessments affecting the Subject Property; and

17. the person(s) signing this Agreement on behalf of Developer represent and warrant that he/she/they have full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement; and

18. that it shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement.

G. Landscaping. Developer shall be responsible for landscaping on the Subject Property,

including trees, shrubs, seeding, or sod related to the improvements.

H. Utilities. Developer shall install, or have installed, all private utilities including without limitation electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Building Development.

I. Laterals. Developer shall install, or have installed, all sanitary sewer and water laterals on the Subject Property, as well as connections of such laterals to new or existing sewer and water mains.

J. Storm water. Developer shall install, or have installed, all storm water drainage systems and facilities on the Subject Property, including drain tiles, pipes, detention ponds and retention ponds, consistent with all applicable laws, regulations and specifications for such systems and facilities.

K. Erosion. Developer shall be responsible for all erosion control related to construction of all improvements on the Subject Property.

L. Costs. Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all engineering, inspections, materials, labor and permit, impact and license fees.

IV. CITY OBLIGATIONS

A. Project Incentive.

1. **Developer Site Assembly Grant.** City shall provide Developer at Closing with a Site Assembly Grant of One Hundred Seventy-Five Thousand Dollars and no cents ($175,000.00) to reimburse Developer the extra-ordinary costs associated with site assembly and other construction costs involved in the

Project.

2. **Developer Project Cost Reimbursement Grant.** City shall provide Developer with a Project Reimbursement Grant in two installments, which shall total Six Million Two Hundred Thousand Dollars and no cents ($6,200,000.00), to reimburse Developer the extra-ordinary costs associated with project and construction costs involved in the Project. The first installment of the Project Reimbursement Grant shall be payable to Developer in 2025 in the amount of Three Million Dollars and no cents ($3,000,000.00). The second installment of the Project Reimbursement Grant shall be payable to Developer in 2026 in the amount of Three Million Two Hundred Thousand Dollars and no cents ($3,200,000.00), by September 1, 2026.

   Provided that Developer has paid the Minimum Annual Property Tax Payment in full, the second installment of the Project Reimbursement Grant will be paid to Developer in the years set forth above provided and not less than twenty (20) or more than thirty (30) days after the Substantial Completion has been issued for the Project and the Development Services Director has reviewed and verified final construction costs and confirmed all the improvements included with the site plan and Section III (f-m) have been completed and/or are in good standing, which such review shall not be unreasonably withheld or delayed. However, at no point shall the Project Grant be issued prior to September 1st of the subject year previously set forth.

B. Replating. The City shall at its own cost cause the East Industrial Park 4th Addition to be replated so that it is configured equivalent to the concept plans. The City shall retain, and Developer shall agree to provide to City, stormwater pond access easements for parking areas and drive isles located in and around the stormwater pond on Parcel ED-3105.

C. Profit Place Street Vacation. The City shall at its own expense vacate one hundred ninety-two feet (192') of Profit Place and construct a new off-set bulb on Parcel ED-3104 no later than July 1, 2025.

D. Cooperation. The City agrees to cooperate in the timely prosecution and granting of applications made by Developer for any certifications, permits or approvals appropriate or necessary for the Project.

V. DEFAULT PROVISIONS

A. Breach and Cure. Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. Subject to Force Majeure, if a party believes that a provision of this Agreement has been breached, it shall supply the party alleged to have breached this Agreement and the other party with written notice informing the alleged breaching party that it has thirty (30) days to cure such breach. If there is no cure of that breach, any party may bring any action available for any remedy provided in law or equity.

B. Specific Performance Where Remedy Provided. Where a remedy is specifically provided in this Agreement, in the event any party fails to perform in compliance with such remedy provision or, subject to Force Majeure, unreasonably delays in performing thereunder and such delay or failure causes damage to another party, nothing in this Agreement shall

prevent one party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VI. MISCELLANEOUS

A. Obligations to run with the land. The obligations contained herein shall run with the land and are binding for the Term of this Agreement. This Agreement and any Amendment thereto shall be recorded by City with the Brown County Register of Deeds.

B. Assignment. No party may assign this agreement except upon prior written consent of all Parties thereto, including acknowledgement by the assignee of the obligations contained in this Agreement and consent to the same by the other party and by the De Pere Common Council.

C. Notices. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark:

1. If to Developer:
   Amerilux Holdings, LLC
   1300 Enterprise Drive
   De Pere, WI 54115

With a copy to:

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

With a copy to:
City of De Pere
Attn: City Administrator
335 South Broadway Street
De Pere, WI 54115

or such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

D. Law Governing. This agreement shall be construed in accordance with the laws of the State of Wisconsin.

E. Entire Agreement. This Agreement contains all agreements, terms, covenants, conditions, warranties, and a representation made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This Agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

F. **Contractual Interpretation.** All Parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumptions or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.

G. **Amendment**. No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

H. **No Vested Rights Granted**. Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to the Developer nor does the City warrant by this Agreement that the Developer is entitled to any other approvals required.

I. **Invalid Provisions**. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

J. **Headings**. The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

K. **No Waiver; Remedies**. No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of

such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

L. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.

M. No Joint Venture. The City is not a partner, agent or joint venturer of or with Developer.

N. Recording of a Memorandum of this Agreement Permitted. A memorandum of this Agreement may be recorded by the City in the office of the Register of Deeds for Brown County, Wisconsin, and, upon request of the City, Developer shall execute and deliver to the City a memorandum of this Agreement for recording purposes.

O. Immunity. Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.

P. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto agree that electronic (.pdf files or otherwise) copies bearing signatures shall be binding upon receipt by the other parties. If requested by a party, each party shall execute and deliver an original, hard-copy version of this Agreement for each party's permanent files.

(SIGNATURE PAGES TO FOLLOW)

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

CITY OF DE PERE
By:

_____ _____
James G. Boyd Mayor Carey E. Danen. City Clerk

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2024, by James G. Boyd, Mayor and Carey E. Danen, City Clerk.

_____

Notary Public, State of Wisconsin
My commission expires on _____

AMERILUX HOLDINGS, LLC
By:

_____ _____
Print Name: _____ Print Name:_____
Title: _____ Title: _____

State of Wisconsin)
: SS
_____County)

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____and _____ of Amerilux Holdings, LLC.

_____

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

EXHIBIT A

SUBJECT PROPERTY AND MAP

Parcel Number: #ED-3103 (18.587 Acres)

Address: 2000 Commerce Drive, De Pere, Wisconsin

Legal Description:

EAST SIDE INDUSTRIAL PARK FOURTH ADDITION LOT 41

Parcel Number: #ED-3104 (2.006 Acres)

Address: Profit Place, De Pere, Wisconsin

Legal Description:

EAST SIDE INDUSTRIAL PARK FOURTH ADDITION LOT 42

Parcel Number: Portion of #ED-3105 (1.9 Acres)

Address: Commerce Drive, De Pere, Wisconsin

Legal Description:

EAST SIDE INDUSTRIAL PARK FOURTH ADDITION LOT 43

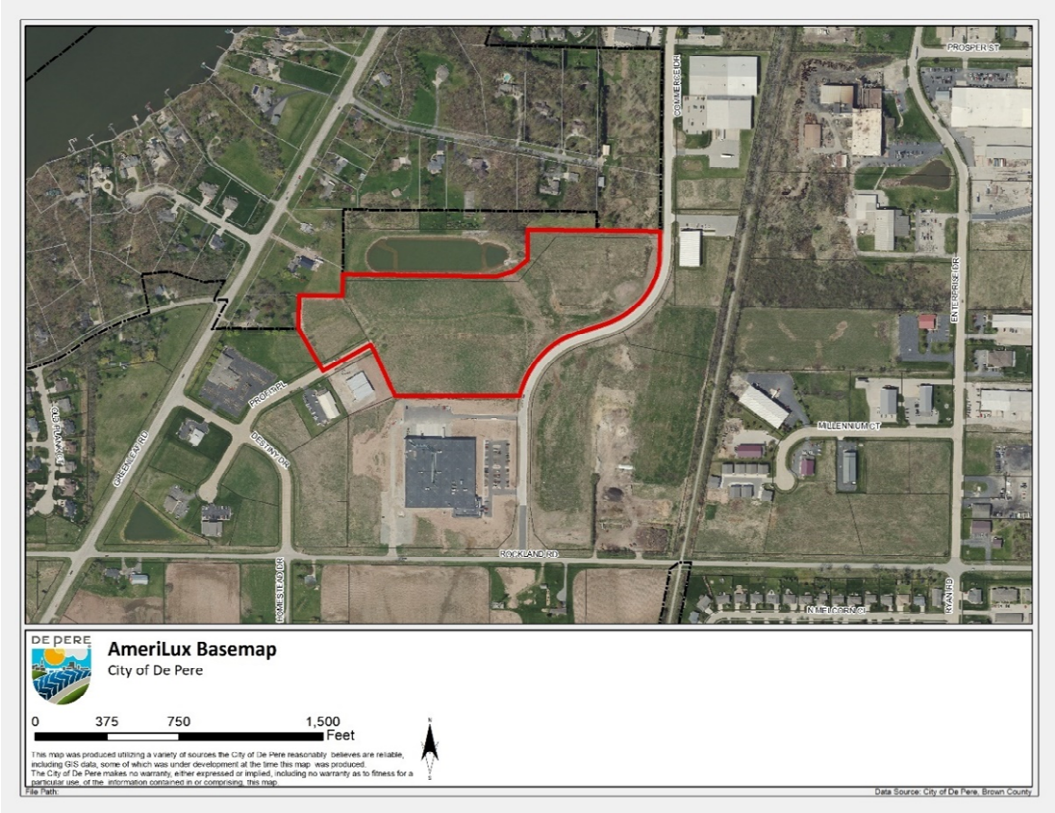
CITY OF DE PERE
MEMO

To: Finance and Personnel Committee
From: Daniel Lindstrom, AICP, Development Services Director
Date: April 9, 2024

RE: **Consideration and possible action for a proposed Purchase/Sale Agreement terms with Amerilux Holdings LLC for an approximately 250,000 square foot trucking and transportation terminal facility located at 2000 Commerce Drive (Parcel ED-3103, ED-3104, and Portion of ED-3105).***

SUMMARY INTRODUCTION

In 2023, AmeriLux Family of Companies (Developer) expressed interest in acquiring the vacant land in the east business park, and over the past year, staff has worked with Amerilux to prepare a plan for parcels ED-3103, ED-3104, and portions of ED-3105 for an AmeriLux Commerce Drive Development Project. The Developer intends to develop the site with approximately 500,000 square feet of development over two buildings to include a manufacturing production area (approximately 47,000 sf), trucking and transportation distribution center (450,000 sf), and office space (approximately 3,000 sf). The site development also includes the creation of an employee parking lot as well as a shipping and receiving yard and associated trailer parking. AmeriLux would wish to begin construction on this project in the summer/fall of 2024 with target occupancy on January 1, 2026. With the project, AmeriLux is requesting financing from the City in the form of a TIF Grant(s) to support this investment.



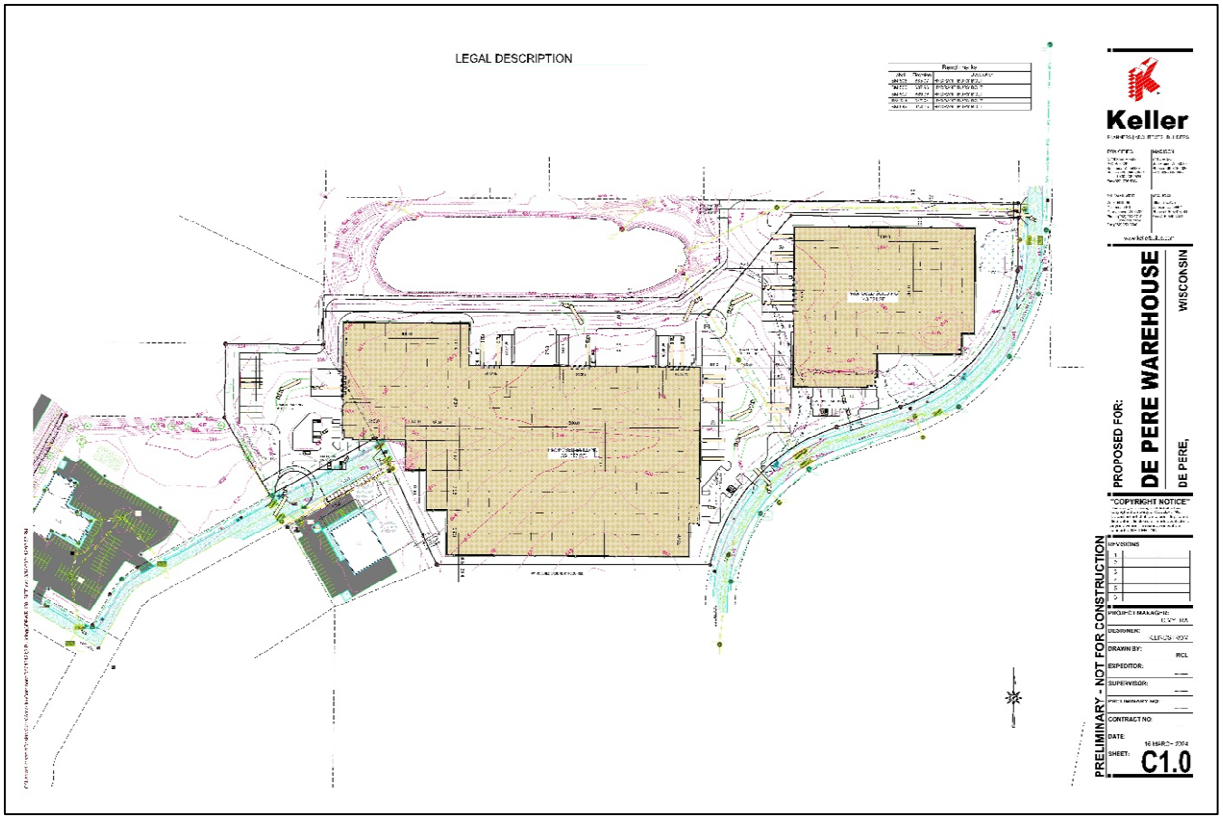
Example Renderings (Profit Place Side)

DE PERE WAREHOUSE
DE PERE, WISCONSIN

Keller

DE PERE WAREHOUSE
DE PERE, WISCONSIN

Keller



PROJECT ASSUMPTIONS:

The initial assessed value:	$35,000,000 appreciating 3% annually
Construction year(s):	2024 to 2025
Valuation Date:	January 1, 2026
First-year revenue:	2027 (50% partial assessment year 2026)
Remaining Revenue years:	16 full years (2027 to 2042)
2024 projected mill rate:	$0.013942416 or $13.942416 per $1,000 of assessed value, decreasing 0.5% annually
Initial/stabilized TID revenue:	$535,000 Based on the recently passed Unified School District Referendum with decreasing mill rates stated above.
Total expected TID revenue:	Approximately $10,757,000 over the remainder of TID No. 17
Proposed Area:	22.5 acres 2000 Commerce Drive (ED-3103) 18.587 Profit Place (ED-3104) 2.006 Vacated Profit Place (0.2 acres) Stormwater pond adjustments (1.7 acres)
Utility Assumptions:	The City created TID No. 17 to accomplish two main goals - (1) to continue the business part growth and (2) to facilitate the funding and construction of the South Bridge Connector (SBC) project.

Commerce Drive: Commerce Drive utility and street installation cost TID No. 17 approximately $1,895,000 or $2,202,490 with the cost of financing included. Parcel ED-3103/2000 Commerce Drive has approximately 1,200 ln ft and accounts for approximately 28.44% of the 4,220 total in ft of Commerce Drive (calculated as double loaded). Therefore, the City assigned $626,300 to Parcel ED-3103 with financing included.

South Bridge Connector Segments 3 and 4 (design, acquisition, and construction): TID No. 17 anticipates $4,084,000 in initial project costs related to the design, acquisition, and construction of segments 3 and 4 of which TID No. 17 can account for 51.5% of Segment 3 and 80% of Segment 4 for a total TID impact of $2,868,000. That increases to $3,926,000 when TID borrowing is included. Parcel ED-3103 and ED-3104 account for approximately 31.8% of the total district area and therefore planned for approximately $1,249,000. The South Bridge Connector Project has a total project cost of approximately $24,000,000 that the City is funding through the general fund, grants, and TIF.

The total Commerce Drive and South Bridge Connector infrastructure impact on parcels ED-3103 and ED 3104 is $2,030,000 when the cost of borrowing is included.

UNKNOWN ASSUMPTIONS – UNIFIED SCHOOL DISTRICT OF DE PERE REFERENDUM:

The USDD recently had a 5-year Operational Referendum of $1.35 per $1,000 of assessed value pass on April 2, 2024. The USDD is also evaluating a Critical Facilities (Capital) Referendum of $0.40 per $1,000 of assessed value – potentially scheduled for a vote by fall 2024. The USDD is also evaluating a Facilities (Capital) Referendum to be reviewed at a later date. For this scenario, only the first two referendums are included in the projections.

PROJECT FINANCING REQUEST:

Purchase Price Request:	$500,000 (property value - $675,000 ~ 22.5 acres x $30,000 per acre)
Site Assembly Grant:	$175,000 ($675,000-$500,000)
Requested Project Grant:	$6,500,000 cash grant, structured as: - $2,000,000 in 2025 (50% completion) - $3,000,000 in 2026 (after full site completion) - $1,500,000 in 2027 (one year after completion) Current rates are 5.25% - the project assumes 5% by 2025 and reducing 0.5% annually.
Profit Place vacation:	$25,000 (road demolition, bulb reconstruction, and some utility abandonment)
Project Request Ratio:	19.14% ($6,700,000/$35,000,000)

Total Project Impact: 30.44% ($10,655,000/$35,000,000)
(project grant, land grant, utility work, cost of borrowing, less land sale)

Minimum Annual Revenue: $600,000 ($9,600,000 cumulative)

Anticipated Total Revenue with Growth/Mill Rate Assumptions: $10,880,000

Resulting Analysis: The financing request, as presented, leaves a projected deficit of approximately $450,000 at the closure of the TID. This also requires additional projects within the TID or the general fund to cover the annual payment schedule.

PROPOSED REVISION TO THE PROJECT FINANCING REQUEST:

Purchase Price Request: $500,000 (property value - $675,000 ~ 22.5 acres x $30,000 per acre)

Site Assembly Grant: $175,000 ($675,000-$500,000)

Requested Project Grant: $6,200,000 cash grant, structured as:

- $2,000,000 in 2025 (50% completion)
- $3,000,000 in 2026 (after full site completion)
- $1,200,000 in 2027 (one year after completion)

Current rates are 5.25% - the project assumes 5% by 2025 and reducing 0.5% annually.

Profit Place vacation: $25,000 (road demolition, bulb reconstruction, and some utility abandonment)

Project Request Ratio: 18.29% ($6,400,000/$35,000,000)

Total Project Impact: 29.24% ($10,233,000/$35,000,000)
(project grant, land grant, utility work, cost of borrowing, less land sale)

Minimum Annual Revenue: $600,000 ($9,600,000 cumulative)

Anticipated Total Revenue with Growth/Mill Rate Assumptions: $10,880,000

Resulting TID Analysis: The revised financing scenario projects the TID to close by the 2042 termination year, but still requires additional project revenue within the TID or the general fund to cover the annual payment schedule. TID No. 17 is projected to end with a $1,000,000 to $2,000,000 surplus assuming an additional $10,000,000 in projects between 2025 and 2035.

The proposal is 18.29% of the initial anticipated assessed value which is slightly higher than other recent business park properties (approximately 15%); however, the site has been maximized to achieve the greatest site utilization in the early life of the TID.

The overall value per acre is approximately $1,555,000 per acre exceeding most of the recently approved and constructed business park projects value per acre:

- Belmark Plant 7: $890,000 per acre (assumes revaluation by state)
- Belmark Plant 8/Plant 2: $832,000 per acre
- One Source Tech: $600,000 per acre
- Song Industries: $400,000 per acre
- Wolter: $605,000 per acre
- Washworld: $900,000 per acre
- Smet: $550,000 per acre

MARKET EVALUATION

City staff examined several market factors to determine if the entire proposed development project holds an appropriate amount of private equity so that any project incentives do not over-incentivize the Developer. These market factors include the projected stabilized and projected annual average Return on Equity (ROE), Return of Cost (ROC), and the Internal Rate of Return (IRR). Each of the building sites will contain a separate market evaluation review. Staff chose this approach in case the Developer chooses to sell an individual project to a different development team.

Initial Stabilized Year Return on Equity (ROE)

The initial stabilized year ROE is a simple tool used to augment data in the short term and determine if the proposed generated income from a project is worth the risk to a developer. Initial stabilized year ROE has limitations as it does not account for a multi-year investment period. Similar redevelopment projects attempt to reach 8 to 12% initial year ROE within the first year of fully stabilized income. The annual average ROE is the net operating income of the project over the investment period, less the total debt service payments, divided by the initial investments, over the total number of years in the investment period. The annual average return on equity for real estate investments (real estate mutual funds) over the past few years has ranged from 10%-13%. During this review, the City projected a ten-year cash flow analysis using the NOI assumptions listed previously.

Return on Cost (ROC)

The return on cost ROE is a simple tool used to augment data to ensure the ratio of stabilized income to initial total development costs is in line with market averages. For this review, the targeted return on cost ranges between 6.5 and 8.0%

Internal Rate of Return (IRR)

Leveraged IRR represents the value of all cash flows from the project where the initial equity investment is expressed as a negative number, plus the stream of income generated by the project operations, plus the sale value of the project at the end of the investment period, minus the remaining loan balance and an assumed loss in sales proceeds from costs associated with the real estate transaction. If the project upon sale can generate sufficient cash flow to provide investors with a competitive rate of return, then investment capital should be available. Individual year reports for leveraged IRR can fluctuate significantly from year to year as the data is based on reported sales. Therefore, when one analyzes the past 20 years of real estate investment trust (REIT) annual average data and compares it to recent year trends, it is to be 10-12%. However, when evaluating specific investment projects in midwestern suburban markets, an anticipated leveraged IRR for a mixed-use project should range from 11-16%. In short, the higher the rental income, the higher the IRR. As stated above, the leveraged IRR review process considers the value of the project at the end of the investment period since the net proceeds of

a sale would also flow to the investors. This analysis also includes an assumed loss from the sales proceeds from costs associated with the real estate transaction.

Evaluation

Assuming a 70% loan-to-value, developer equity of approximately $8,000,000, and a $6,200,000 TIF grant with equal annual increases in rent and expenses, the project results are as follows:

- Initial Stabilized Year Return on Equity (ROE): 8.13% (in the range of 8 to 11%)
- Return on Cost (ROC): 6.44% (out of the range of 6.5 to 8%)
- Internal Rate of Return (IRR): 14.15% (in the range of 11 to 16%)

Without the TIF requests and an assumption of splitting the grant application between loan and developer equity, the project results are as follows:

- Initial Stabilized Year Return on Equity (ROE): 3.67% (out of the range)
- Return on Cost (ROC): 6.44% (out of the range)
- Internal Rate of Return (IRR): 7.01% (out of the range)

PROJECT 'BUT FOR' STATEMENT

The financial assistance for the project is required due to the various costs of the following:

1. Increased financing rates and costs.
2. Additional costs associated with trying to locate a large building on an irregularly shaped parcel.
3. Challenges with meeting expected market rates of return listed above.

RECOMMENDED PROPOSED TERMS

Parties:	City of De Pere
	AmeriLux Family of Companies/other Ownership Name
TBD	
Purpose Use:	Office/ warehouse/manufacturing
Anticipated Construction Value:	$39,310,790
Anticipated New Assessed Value (equated):	$35,000,000
Anticipated New Increment Value:	$35,000,000
Newly Generated Annual Increment Revenue:	$535,000 calculated/$600,000 guaranteed.

General Developer Obligations:

The Developer shall complete all of the following:

1. **Proposed Development:** The developer shall construct a minimum 495,000-square-foot development approximately equivalent to the concept plans provided.

2. **Timelines:**
    a. Secure site plan approvals by August 31, 2024.
    b. Commence construction by November 1, 2024.
    c. Complete Construction by December 31, 2025.
    d. Final assessed value by January 1, 2026.

3. **Local Codes:** Shall comply with local codes with specific attention to the design, screening, parking, landscaping, and buffering requirements for business park uses, specifically trucking and transportation terminals.

4. **Assessed Value and Tax Revenue:** The developer guarantees a minimum annual tax increment revenue value of $600,000. The City and/or State of Wisconsin shall assess the development project in accordance with the real estate valuation requirements for similar mixed commercial under Wis. Stats, §70.32. The Total Project Grant is premised upon the completed development project having an equated assessed value equal to the guaranteed value for real property tax purposes of not less than $35,000,000; however, in no case shall the annual tax value be less than $600,000. The Developer will make a Payment In Lieu Of Tax to the City (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the annual tax increment revenue.

    Developer shall provide assessor with requested income statements, or other materials upon request until the TID closes.

5. **Summary Expense Report:** Submit a summary expense report to the City before final payment of Development Incentives.

General City Obligations: The City shall complete all of the following:

1. **Replating.** The City at its own cost shall cause the East Industrial Park 4th Addition to be replatted and configured to be approximately equivalent to the concept plans provided. The City will retain stormwater pond access easements for parking areas and drive isles located around the stormwater pond on Parcel ED-3105.

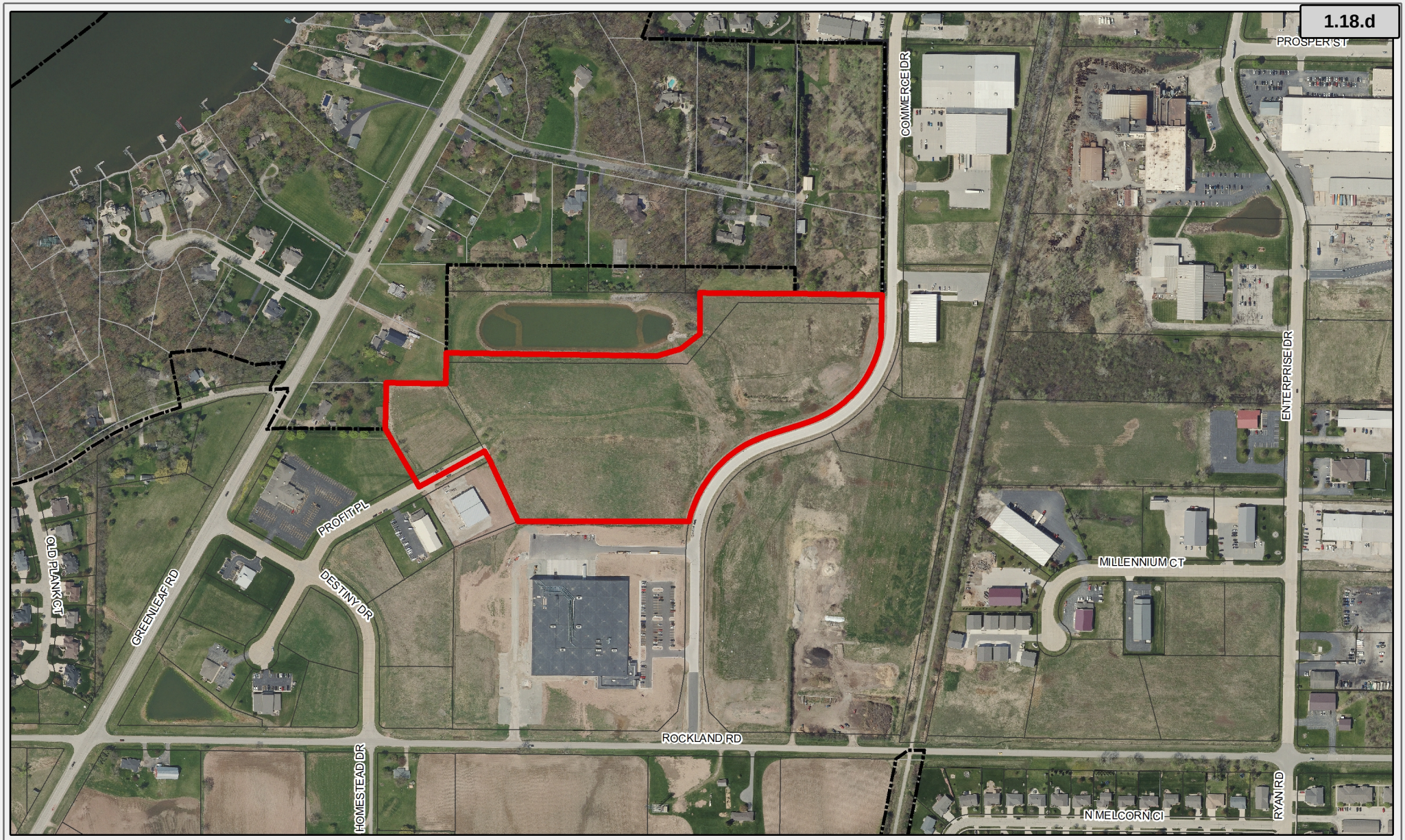
2. **Profit Plan Street Vacation and Cul-De-Sac Bulb Construction.** The City shall at its own expense vacate 192' of Profit Place and construct a new off-set bulb on parcel ED-3104 prior to July 1, 2025.

3. **Site Assembly Grant.** The City shall provide the Developer with a Site Assembly Grant of approximately $175,000 at the close of the purchase of the subject property. The final calculated amount is to be determined by the final parcel acres with Plat.

4. **Developer Project Cost Reimbursement Grant.** The City shall provide the Occupant with two Project Cost Reimbursement Grants ("Milestone Project Grants") in total of $6,200,000 to reimburse Project Costs incurred by the Developer. Such project grant shall be payable as follows:

    a. $3,000,000 – In calendar year 2025
    b. $3,200,000 – In calendar year 2026

    However, at no point shall the project grant be issued prior to September 1st of the subject year.



DE PERE

AmeriLux Basemap

City of De Pere

0 375 750 1,500 Feet

N

S

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

File Path:

Data Source

AMERILUX
FAMILY OF COMPANIES

February 22, 2024

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

Dear Mr. Dan Lindstrom,

This Letter of Intent expresses AmeriLux's interest in acquiring the vacant land parcels ED-3103 and ED-3104 for the AmeriLux Commerce Drive Development Project. We intend to develop the site with approximately 500,000 square feet of development over two buildings to include a production area (approximately 47,000 sf), distribution center (450,000 sf), and office space (approximately 3,000 sf). The site development also includes the creation of an employee parking lot as well as a shipping and receiving yard and associated trailer parking. AmeriLux expects to begin construction on this project in summer of 2024 with target occupancy on January 1, 2026.

AmeriLux is requesting financing from the City in the form of a TIF Grant to support this investment.

SECTION 1: REQUESTED TIF GRANT

Our interest in the subject land parcels is contingent upon the following:

1. Approval of CSM and associated changes currently in discussion with AmeriLux, General Contractor, Civil Engineer, and City Staff
2. Purchase price of $500,000 for both parcels of approximately 22.65 acres in total, paid in cash at closing by AmeriLux. Given the unique shape of the lot and the stormwater pipe running through the parcel, we feel this is the fair market value for this property. The two parcels, ED-3103 and ED-3104 total 20.6 acres. The additional 2.05 acres is from City owned property & easements not for sale as noted in the attached plan.
3. TIF grant of $6.5 million to be funded to AmeriLux as a milestone grant as follows: $2.0 million in 2025, $3.0 million in 2026, and $1.5 million in 2027.

SECTION 2: PROPOSED SITE ANTICIPATED NEW ASSESSED VALUE & CONSTRUCTION COSTS

To determine current property values, the City's contracted assessor, Accurate Assessor, used the following assumptions to calculate the value of 2121 American Blvd in 2023 (a building of similar size and uses to the proposed):

AMERILUX
FAMILY OF COMPANIES

- Cap Rate: 7.5%
- Occupancy Rate: 95%
- Rent: $4.35 PSFPY, NNN
- Expense Ratio: 5.0%

Using these same assumptions as Accurate Assessor, with normal base rent increases, the 2026 assessed value is estimated to be $30 million or $60 per square foot. This assessed property at 2121 American Blvd is a mixed-use production, office, and warehouse, similar to the proposed development.

Comparable manufacturing properties in this area have assessed values in the range of $63/sf (parcel ED-344-102-5) to $135/sf (parcel ED-3102) for 2023 assessments. With 3% property value increase year-over-year, this puts the comparable assessed value in the range of $68-$147 per square foot by the time of building occupancy in 2026.

Considering these 2 different valuation methods, we estimate the assessed value will be $70 per square foot or $35 million. Based on 20.6 acres of land for sale, this equates to an assessed value of $1.70 million per acre. Based on the 22.65-acre new site, with additional land from city easements, this equates to $1.55 million per acre. For comparison, other properties in De Pere business parks have assessed values in the range of $320,000 per acre (parcel ED-344-102-5) to $1.3 million per acre (parcel ED-3102). See the table below for comparable properties on both sides of the river.

Parcel ID	2023 Assessed Value per Acre
ED-344-102-5	$354,500
WD-364-D-505-1	$319,281
WD-1041	$159,989
WD-1042	$468,734
WD-1040	$1,040,947
WD-L486	$669,742
ED-3102	$1,280,355

The requested TIF Grant represents 18.5% of assessed value.

AMERILUX
FAMILY OF COMPANIES

SECTION 3: JUSTIFICATION OF TIF GRANT

AmeriLux is requesting $6.5 million financing from the City to justify the approximately $39.1 million development costs and achieve our investment hurdle of 7.75% cap rate for this project.

With a project of this size comes considerable risk to the investor beyond the building process. This is a long-term project and investment in the City, but the long-term economic outlook is uncertain. The market shows this in prevailing interest rates.

In early 2022, AmeriLux was involved (on the sell side) in an industrial real estate deal which closed with a cap rate of 5.9%. At that time the 10-yr US treasury yield was 1.9%. Since then, this yield has increased by approximately 2.5% and is currently at 4.4% at the time of this letter. We use the 10-yr Treasury as a proxy for borrowing costs and, ultimately, required investment returns. Additionally, the 20-year treasury shows a similar increase in its yield over the same time period. Given the remaining time of the TID containing these parcels, these maturities are most appropriate to consider. Since early 2022, we have seen cap rates increase, including another industrial deal we were involved in (on the buy side) which closed in late 2022 with a cap rate of 8.0%. The 10-yr Treasury Note yield is up approximately 0.8% since this deal closed.

Further, the unique shape of the parcel and current location of the stormwater pipe require additional challenges (and risk) for this site's development. This project is attempting to maximize the building size and investment on this uniquely shaped lot but will require additional development costs to accomplish.

Given these considerations, for a project like this, we would expect a cap rate of 8.0% - 9.0%. For this specific project, we set our cap rate at 7.75% to calculate our financing request to the City. To compensate for the lower investment return, we are formally requesting the City to exclude this development from any assessments for the Southern Bridge.

At our estimated fair market value rent and expenses, commencing in April 2026, this requires a $6.5 million grant to achieve this desired investment hurdle rate. The enclosure provides more detailed calculations.

Although we believe this target investment hurdle rate (cap rate of 7.75%) is below current market conditions, we remain interested in investing in De Pere for the following reasons:

- The improvements already underway or being considered in the area adjacent to the proposed site. These improvements include, but are not limited to: the construction of the Southern Bridge and the potential development along this new corridor, the YMCA land option and potential development on the parcel nearby, the Mulva Cultural Center, the Belmark plant expansions in nearby parcels, and the Shopko Building revitalization.
- We have a strong desire to invest in the community in which we all work and many of us call home.
- We have approximately 160 employees in our De Pere locations today and this project will create a significant number of new jobs in the city, including manufacturing jobs.

AMERILUX
FAMILY OF COMPANIES

SECTION 4: ACTIONS BY THE PARTIES

Upon execution of Appendix A by both parties, the City of De Pere will not directly or indirectly engage in, enter into, or solicit any discussions, negotiations, proposals, inquiries, offers, or agreements with any person other than AmeriLux and their representatives regarding the sale and development of the subject property. If any offer comes unsolicited to the City of De Pere or its representatives, The City of De Pere will immediately notify AmeriLux.

SECTION 5: BINDING AND NON-BINDING ITEMS

This letter and its contents are in effect until the earlier of June 30, 2024, or the transaction closing. Except for the obligations in Section 4, which will be a binding agreement between the parties upon the execution of this letter, this letter does not constitute a binding agreement among the parties hereto.

If you agree with this letter, please sign as indicated in Appendix A.

Thank you for your consideration of this continued investment by AmeriLux in the City of De Pere.

Sincerely,

Joe Nick

Chief Financial Officer

Enclosure: Pro-forma Calculations with Financing Gap, Current Site Plans

AMERILUX
FAMILY OF COMPANIES

APPENDIX A

SIGNATURE PAGE

AMERILUX FAMILY OF COMPANIES

Signature: _____

Name: _____

Title: _____

CITY OF DE PERE

Signature: _____

Name: _____

Title: _____

Accepted and Approved as of _____ *(date)*

AMERILUX
FAMILY OF COMPANIES

BUILDING COST ANALYSIS AND FINANCING GAP CALCULATION

Building Size (SF)	498,500
Cap Rate Required	7.75%
Current Cost of Debt	7.50%
Spread to Current Cost of Debt	0.25%

ASSUMPTION SET 1: All-in (Gross) Leases

	Value	Comment
Occupancy Rate	95%	
Expense Ratio	0.0%	
Rent PSFPY (All-in Leases)	$7.46	Rent assumption based on our current experience in the DP market
Rent, yr 1, GROSS	$3,532,870	
CAM Expenses (see Exhibit 1)	$705,919	
Other Expenses	$0	
Net Operating Income	$2,826,950	

ASSUMPTION SET 2: NNN Leases

Occupancy Rate	95%	
Expense Ratio	5.0%	
Rent PSFPY, NNN	$4.96	$4.35/sf per Accurate Assessor for 2023, increased at 4.5% per year
Rent, yr 1, NNN	$2,350,861	
Expenses at ratio	$117,543	
Net Operating Income	$2,233,318	

CALCULATION OF TIF FUNDS REQUIRED

Average NOI from #1 & 2	$2,530,134
Building Cost	$38,639,000
Land Purchase	$500,000
Total Capital to Develop	$39,139,000
Net Cost to Build to Achieve Investment Hurdle	$32,646,889
TIF Funds Required	**$6,492,111**

EXHIBITS

Exhibit 1: OpEx/CAM Expense Assumptions

OpEx/CAM Charges	Annual	PSF
Property Taxes (see Exhibit 2)	$490,919	$0.98
Property Insurance	$65,000	$0.13
Snow Plowing	$50,000	$0.10
Lawn Care / Landscaping	$25,000	$0.05
Garbage	$10,000	$0.02
Parking Lot/Exterior Lighting	$15,000	$0.03
Structural Reserve	$50,000	$0.10
Management Fees	$0	$0.00
Total	$705,919	$1.42

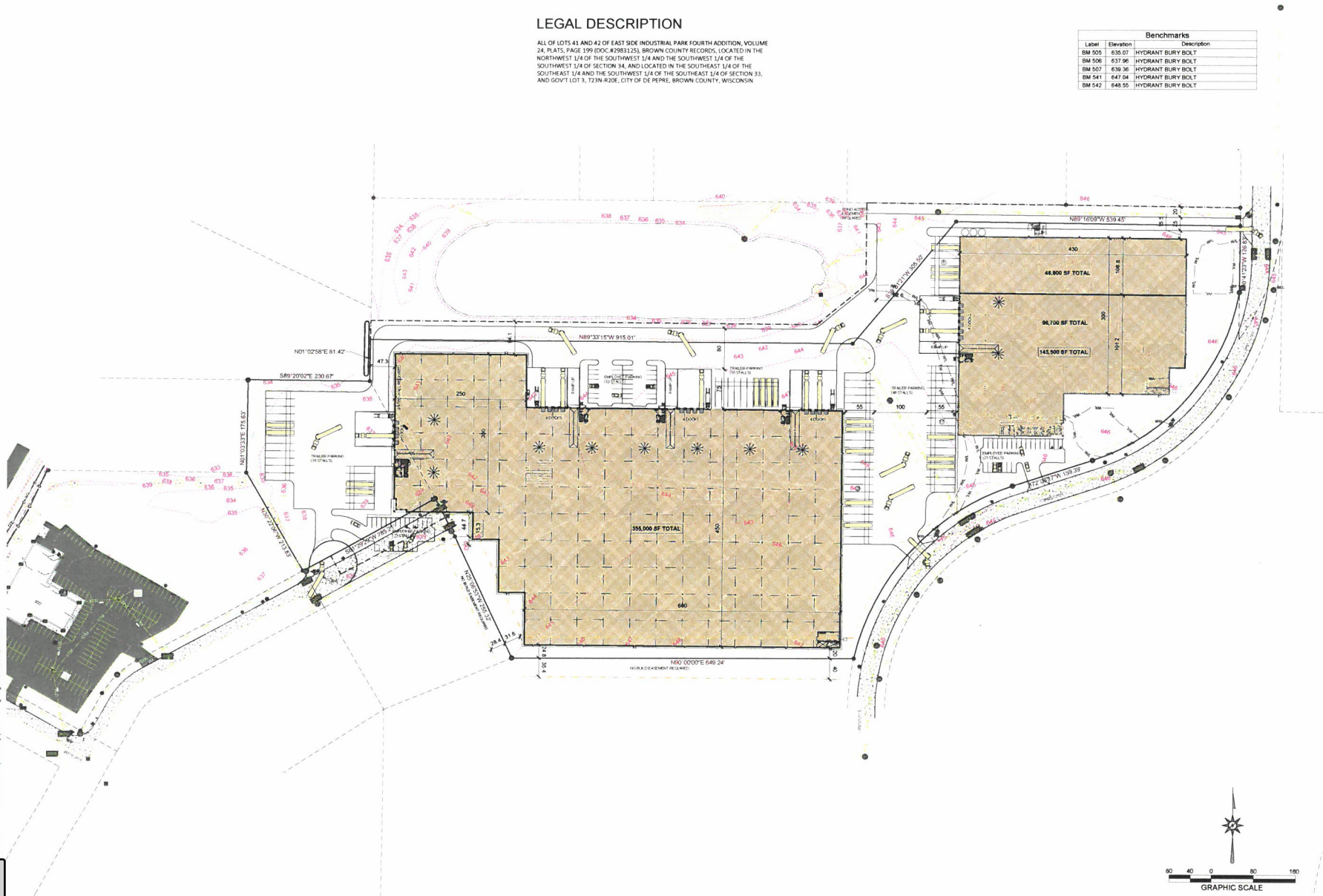
Exhibit 2: Calculation of Property Taxes

Building Valuation	$35,210,500
Mill Rate (E De Pere)	0.013942416
Property Taxes per year	$490,919

LEGAL DESCRIPTION

ALL OF LOTS 41 AND 42 OF EAST SIDE INDUSTRIAL PARK FOURTH ADDITION, VOLUME 24, PLATS, PAGE 199 (DOC.#2883125), BROWN COUNTY RECORDS, LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, AND LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, AND GOV'T LOT 3, T23N-R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

Benchmarks		
Label	Elevation	Description
BM 505	635.07	HYDRANT BURY BOLT
BM 506	637.96	HYDRANT BURY BOLT
BM 507	639.36	HYDRANT BURY BOLT
BM 541	647.04	HYDRANT BURY BOLT
BM 542	648.55	HYDRANT BURY BOLT



Keller

PLANNERS | ARCHITECTS | BUILDERS

FOX CITIES
N216 State Road 55
P.O. Box 820
Kaukauna, WI 54130
Phone (920) 766-6766 / 1-800-236-2534
Fax (920) 766-5004

MADISON
711 Lois Dr
Sun Prairie, WI 53590
Phone (608) 318-2536
FAX (608) 318-2537

MILWAUKEE
W254 N11509
Goldendale Rd
Germantown, WI 53022
Phone (262) 250-9710 / 1-800-236-2534
Fax (262) 250-9743

WAUSAU
1806 Lilac Ave
Wausau, WI 54401
Phone (715) 848-3141
Fax (715) 848-3181

www.kellerbuilds.com

PROPOSED FOR: **DE PERE WAREHOUSE** DE PERE, WISCONSIN

"COPYRIGHT NOTICE"

This design, drawing and detail is the copyrighted property of KELLER, INC. No part hereof shall be copied, duplicated, distributed, disclosed or made available to anyone without the expressed written consent of KELLER, INC.

REVISIONS

1	01.31.24	RGL
2		
3		
4		
5		
6		

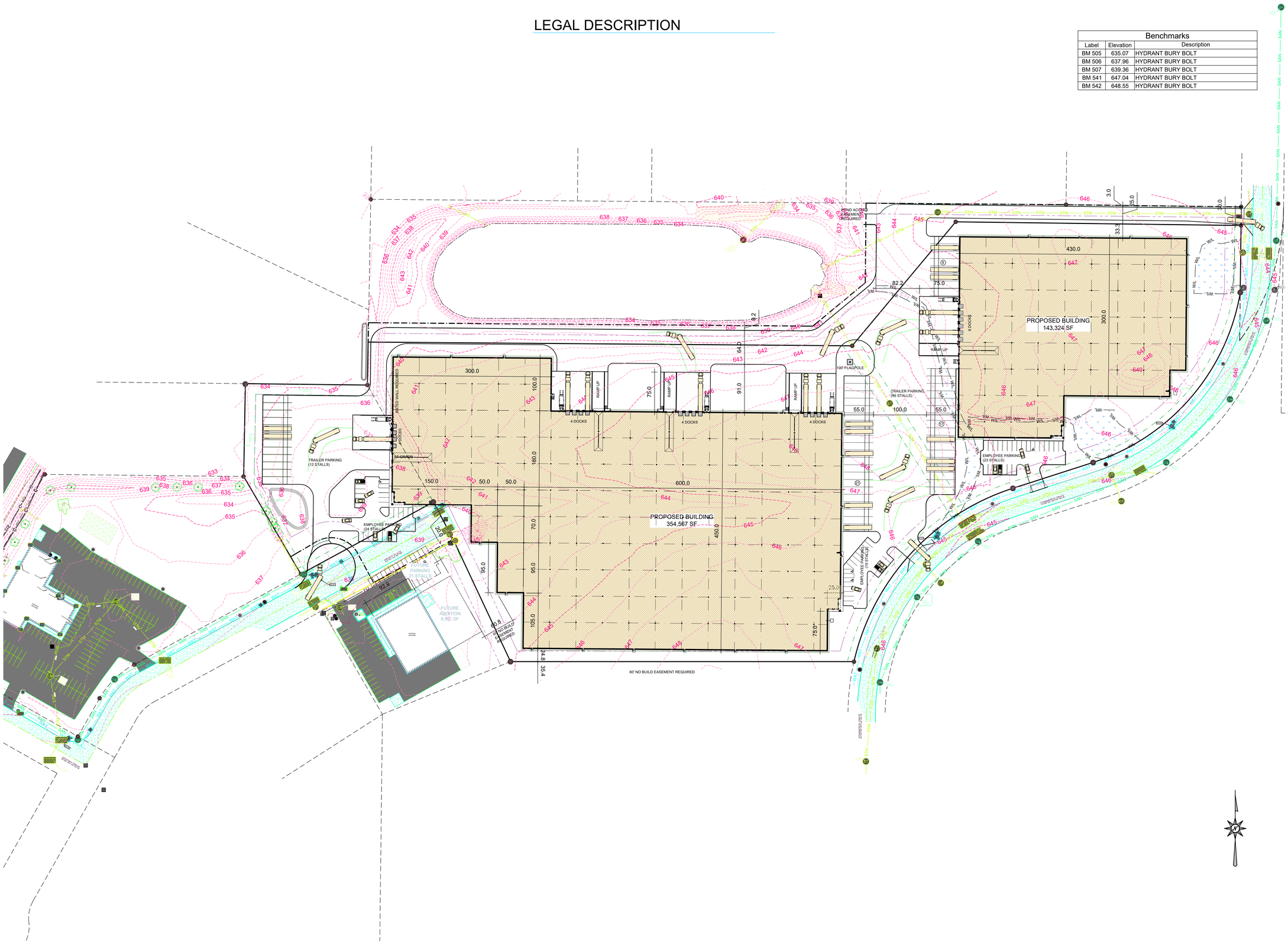
PRELIMINARY - NOT FOR CONSTRUCTION

PROJECT MANAGER: C.MYHRA
DESIGNER: R.LINDSTROM
DRAWN BY: RGL
EXPEDITOR: ----
SUPERVISOR: ----
PRELIMINARY NO: ----
CONTRACT NO: ----
DATE: 05 DECEMBER 2023
SHEET: **C1.0**

...ents\Kaukauna\Commercial\Dy01312442 Buildings\MACHS Eng 2.dwg 2/13/2024 4:24:18 PM

LEGAL DESCRIPTION

Benchmarks		
Label	Elevation	Description
BM 505	635.07	HYDRANT BURY BOLT
BM 506	637.96	HYDRANT BURY BOLT
BM 507	639.36	HYDRANT BURY BOLT
BM 541	647.04	HYDRANT BURY BOLT
BM 542	648.55	HYDRANT BURY BOLT



Keller
PLANNERS | ARCHITECTS | BUILDERS

FOX CITIES
N216 State Road 55
P.O. Box 620
Kaukauna, WI 54130
Phone (920) 766-5795 / 1-800-236-2534
Fax (920) 766-5004

MADISON
711 Lois Dr.
Sun Prairie, WI 53590
Phone (608) 318-2336
FAX (608) 318-2337

MILWAUKEE
W204 N11509
Goldendale Rd
Germantown, WI 53022
Phone (262) 250-9710 / 1-800-236-2534
Fax (262) 250-9740

WAUSAU
5605 Lilac Ave
Wausau, WI 54401
Phone (715) 849-3141
Fax (715) 849-3181

www.kellerbuilds.com

PROPOSED FOR:
DE PERE WAREHOUSE
DE PERE, WISCONSIN

"COPYRIGHT NOTICE"
This design, drawing and detail is the copyrighted property of KELLER, INC. No part hereof shall be copied, duplicated, distributed, disclosed or made available to anyone without the expressed written consent of KELLER, INC.

REVISIONS

1	.	.
2		
3		
4		
5		
6		

PROJECT MANAGER: C.MYHRA
DESIGNER: R.LINDSTROM
DRAWN BY: RGL
EXPEDITOR: -------
SUPERVISOR: -------
PRELIMINARY NO: -------
CONTRACT NO: -------
DATE: 16 MARCH 2024
SHEET: C1.0

PRELIMINARY - NOT FOR CONSTRUCTION

C:\Users\rlindstrom\Desktop\Jobs\Amerilux\CommerceDr\013124(2 Buildings)\DPWRHS8 -SITE.dwg 3/16/2024 12:02:57 PM

DE PERE WAREHOUSE

DE PERE, WISCONSIN

Keller
Planners | Architects | Builders
Offices in the Fox Cities, Madison, Milwaukee and Wausau

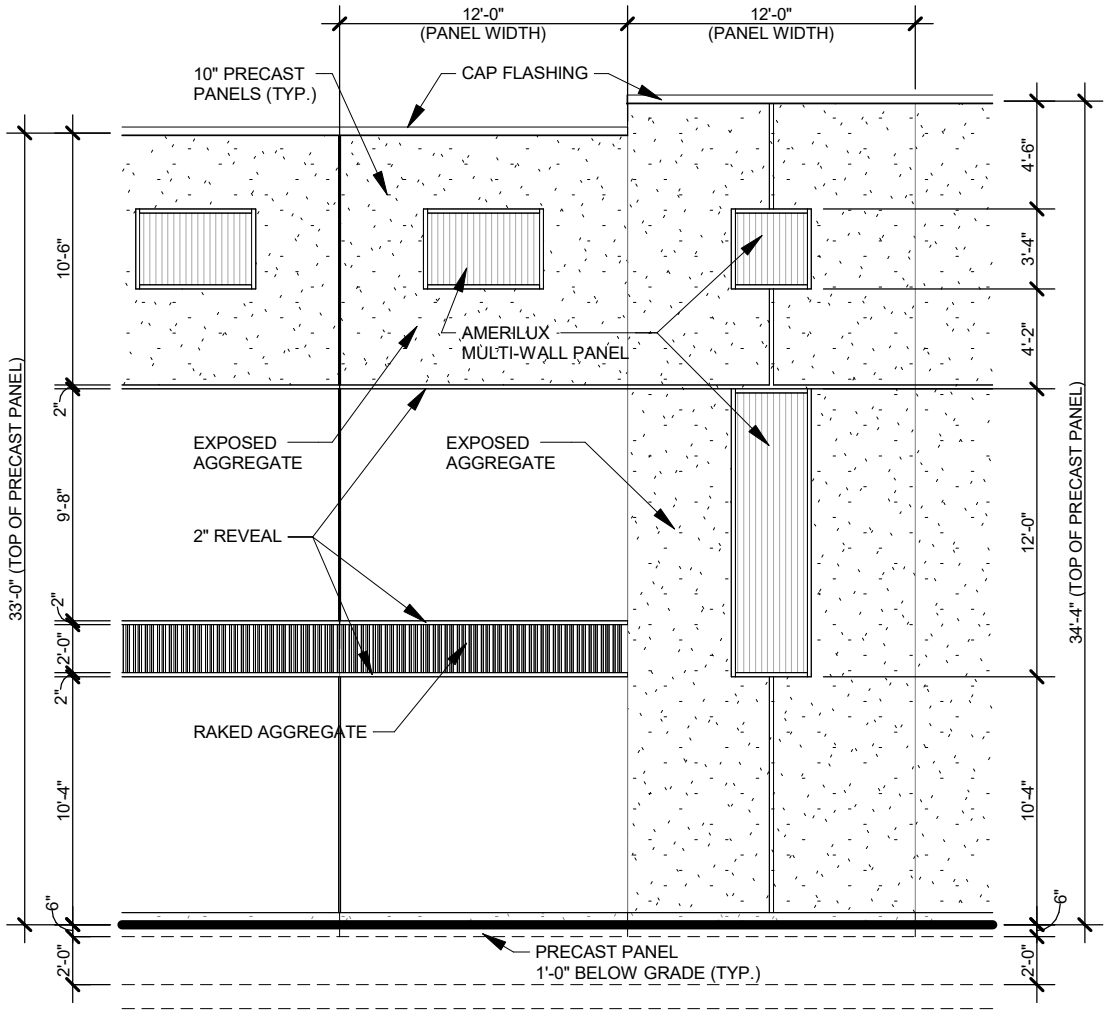
CONCEPT ONLY

DE PERE WAREHOUSE

DE PERE, WISCONSIN

Keller
Planners | Architects | Builders
Offices in the Fox Cities, Madison, Milwaukee and Wausau

CONCEPT ONLY



1
A2.1

TYPICAL WALL PANELS

1/8" = 1'-0"

Keller
PLANNERS | ARCHITECTS | BUILDERS

DE PERE WAREHOUSE

WISCONSIN

DE PERE,

PROJECT MANAGER:
C. MYHRA
DESIGNER:
R. LINDSTROM
DRAWN BY:
KRW
DATE:
03/04/24

A2.1

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #24-44 Authorizing Agreement for Services between the City of De Pere and Stantec Consulting Services Inc. (Environmental Consulting Services).**

ATTACHMENTS:

- Reso24-44 (PDF)
- Stantec Consulting Services Inc.(Brownfield Fund)5-16-24 (PDF)
- Exhibit A - Professional Environmental Consultant Services RFP 022024 (PDF)
- Exhibit B-Stantec (PDF)
- Memo to FPC - May 14 2024 Environmental Services RFP (DOCX)

RESOLUTION #24-44

AUTHORIZING AGREEMENT FOR SERVICES BETWEEN THE CITY OF DE PERE
AND STANTEC CONSULTING SERVICES INC.
(Environmental Consulting Services)

WHEREAS, the City is in need of contracting with a full-service environmental consulting firm to assist the City in creating a Brownfield Fund program, including program development; evaluation of catalyst Brownfield sites; assessment, remediation planning and onsite remediation work; and future grant application support, with funding allocated from the distribution of the former Revolving Loan Fund; and

WHEREAS, Stantec Consulting Services 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 Finance/Personnel Committee which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and City Clerk are authorized and directed to execute the Agreement for Services Between the City of De Pere and Stantec Consulting Services Inc. (Environmental Consulting Services) 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 21st day of May, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____
Nays:_____
Board/Committee Approval: 05/14/2024

AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND STANTEC CONSULTING SERVICES INC.
(Environmental Consulting Services)

THIS AGREEMENT made and entered into this ___ day of May, 2024, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Stantec Consulting Services Inc., a foreign corporation authorized to conduct business in the State of Wisconsin ("Consultant").

WITNESSETH

WHEREAS, the City is in need of a full-service environmental consulting firm to assist the City in creating a Brownfield Fund program, including program development; evaluation of catalyst Brownfield sites; assessment, remediation planning and onsite remediation work; and future grant application support; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City's Request for Proposals dated February 5, 2024 (Exhibit A), and Consultant's Proposal thereto dated March 29, 2024 (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 resource information regarding the City in general, catalyst sites, potential developers, and other information concerning the project that may be applicable to program development, 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, to be paid in a lump sum at the conclusion of each the project tasks, apart from Task 2, which shall be paid at the conclusion of the work for each individual property/catalyst site listed thereunder. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

X. RESPONSIBILITY OF CONSULTANT

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

XI. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of

the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XII. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage for a total of not less than $5,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

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

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

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

XIII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects,

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

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

XIV. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of persons 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 that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XIX.

XIX. TERMINATION OF WORK

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

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

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

XX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with a 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
Attn: City Clerk
335 South Broadway Street
De Pere, WI 54115

If to Consultant:
Stantec Consulting Services Inc.
Attn: Lynelle Caine, Senior Associate/Senior Project Manager
1165 Scheuring Road
De Pere, WI 54115

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

STANTEC CONSULTING SERVICES INC. CITY OF DE PERE, WISCONSIN

By: _____ By: _____
Name: _____ James G. Boyd, Mayor
Title: _____

By: _____ By: _____
Name: _____ Carey E. Danen, City Clerk
Title: _____

J:\Law\Agreements\2024\Consultant\Stantec Consulting Services Inc.(Brownfield Fund)5-16-24.docx

REQUEST FOR ENVIRONMENTAL CONSULTING SERVICES PROPOSALS:
City of De Pere, Wisconsin

Development Services Department

Issued: February 5, 2024

Proposals Due: March 29, 2024 by 4:00PM

A. INTRODUCTION AND SUMMARY

Through this Request for Proposals (RFP), the City of De Pere (City) Development Services Department is seeking proposals from qualified professional environmental services firms to provide assistance with the creation of a Brownfield Property Acquisition and Remediation Fund (Brownfield Fund). The Common Council authorized the creation of a Brownfield Fund as a subset of the Revolving Loan Fund and has allocated funds to assist with Brownfield analysis and remediation efforts. The Brownfield Fund was designed for Phase 1 and Phase 2 assessments, grant applications, acquisitions, remediation planning, and if necessary assist with clean up. The Brownfield Fund should be limited to properties located outside a Tax Increment District or in tax increment districts that either do not have consulting expenses for Brownfields included in the project plan, have enough remaining years to recoup the Brownfield remediation expenses, or have surpassed the tax increment district expenditure period.

This RFP will be used to establish a list of qualified professional environmental consultants. Submissions must be received by the Development Services Department at City Hall, 335 S. Broadway, De Pere, WI 54115 no later than 4:00 p.m. on March 29, 2024.

The number and locations of Brownfields sites within the City include eight (8) priority properties and others that have or will be identified. One goal of the program is to develop a Brownfields Plan and inventory to promote effective planning by the City in implementing the Brownfield Fund program.

The City will award a contract to one (1) full-service firm to implement a Brownfield Property Acquisition and Remediation Program Fund. The initial contract may be extended at the option of the City.

B. COMMUNITY OVERVIEW

The approximately 25,000 people who call the City of De Pere, Wisconsin home know that the community provides a high quality of life in the Greater Green Bay metropolitan area. The excellent schools, a dynamic downtown, successful business parks, and safe neighborhoods served by ample parks and natural areas have resulted in considerable loyalty and community pride among residents. The residences, businesses, and commercial areas are connected with a transportation and green space network that accommodates cars, bikes, and pedestrians. The beautiful Fox River is the focal point of the City Center, and the Claude Allouez Bridge unites the two sides of our dynamic downtown. Whether you are on the east side or west side, historic buildings thoughtfully blend with new redevelopment to provide a mix of housing, employment, shopping, dining, and entertainment.

C. SCOPE OF WORK

This RFP is to solicit for a qualified environmental consultant who is expected to provide a wide range of environmental services to the City. The scope of work to be performed under this contract by the consultant is expected to include:

Task 1: Program Development

As part of this task, the consultant will work closely with the City to develop a Brownfield Fund Program to assess, cleanup, and redevelop brownfield sites within the City. The Brownfield Fund Program will take into consideration how existing funds should be utilized, identify and inventory priority sites, identify steps required to build a sustainable program, and how to leverage local funding to maximize State and Federal grant funding. This task is anticipated to evolve over time pending the needs of the City and as redevelopment opportunities arise. Expected product deliverable: Living work plan.

Task 2: Evaluation of (8) Catalyst Brownfield Sites

As part of this task, the consultant will review of existing project work, discussions with potential developers, establishing a timeline of probable next steps, identifying potential funding opportunities that align with project schedule, and creating an outline of proposed future work. The work will range from Phase I environmental site assessments (ESAs) to Remedial Action Plan reports that evaluate the types/extents of potential remediation needed to redevelop sites for industrial, commercial, and/or multi-family residential purposes. This task will also include preparing project Cut Sheets or other deliverables associated with the catalyst sites to assist the City in marketing the Properties. Further details below:

a) City parking lot 360 Main Ave. Expected product deliverable- Remedial Action Plan (Phase II complete).
b) City parking lot South Broadway St. Expected product deliverable- Remedial Action Plan (Phase II complete).
c) Joe's Service 400 Main Ave. Expected product deliverable- Remedial Action Plan.
d) Redevelopment sites along Southern Bridge route (4 sites). Expected product deliverable- Remedial Action Plan and Cut Sheets for sites.
e) G & G Rebuilders Inc. 2535 Lawrence Dr. Expected product deliverable- Remedial Action Plan and a removal, relocation, or condemnation plan.

Task 3. Assessment, Remediation Planning, Onsite Remediation Work

The majority of the program budget is allocated to Task 3 as uncommitted funds to support continued assessment, remediation planning, or onsite remediation work as identified at the target properties during Task 2 or at other Brownfield sites identified in the future. This portion shall require an additional scope of work under a master services agreement based off current rates.

Task 4. Future Grant Application Support

As part of this task, the consultant will work closely with the City to identify future Brownfield programs, grants, and opportunities with but limited to: United States Environmental Protection Agency, Wisconsin Department of Natural Resources, and the Wisconsin Economic

Development Corporation. This portion shall require a separate scope of work under a master services agreement based on current rates.

D. SUBMITTAL QUESTIONS

All questions shall be submitted in written form to the contact information provided below by Friday, February 23, 2024. Answers will be provided via the City website as a part of addenda to the RFP as they become available. Multiple addenda may be released.

E. Submission Requirements

The City wishes to evaluate each proposal under the same uniform review standards. Proposals for this project should be organized in the following order and contain all of the following information: Respondent shall submit one (1) electronic copy in PDF format through the City's online portal. In order to be considered, proposals must be received no later than 4:00 PM, Central Time, March 29, 2024 and delivered to:

Quasan Shaw
Community & Economic Development Specialist
qshaw@deperewi.gov
or
[De Pere, WI] RFP Application (seamlessdocs.com)

Proposals should include all of the following:

1. **Qualifications and Capabilities***:* This section shall include the firm's name, area of expertise, a brief history of the firm, size, number of office locations, and business address of the office responsible for the contract. The name, address, and telephone number of the contact person responsible for their submittal shall be included. In addition, the following shall be included:

    a) General description of firm's history providing brownfields services including grant writing and other related redevelopment funding and incentives.

    b) Experience of the firm in conducting Brownfield inventories, Phase I and Phase II ESAs, petroleum assessments, and subsurface site investigations under a U.S. EPA Brownfields Assessment grant, other governmental reimbursement and/or equivalent grant-funded programs.

    c) General description of the firm's services including experience for this contract in providing additional eligible assessment services including but not limited to: asbestos surveys, mold surveys, lead paint surveys, and wetlands and natural resource surveys.

    d) Summary of experience in redevelopment planning and market research activities related to Brownfield properties and site reuse.

e) Summary of experience in environmental/engineering/consulting experience with petroleum and hazardous contaminant Brownfield remediation.

f) Summary of experience Designing and maintaining Brownfield remediation strategies.

g) Summary of experience conducting community involvement and public engagement activities related to Brownfield program.

h) Ability to perform environmental inventories utilizing GIS in conjunction with U.S. EPA Brownfields grants. Knowledge and experience pertaining to EPA and DNR regulations shall be demonstrated.

2. **Technical Approach**: Description of the firm's technical approach to complete the tasks required of Brownfield projects including grant writing as described in the scope of work.

    a) Provide your understanding of this project and requirements as depicted in this document and identify key issues from the consultant's perspective.

    b) Provide a description of how your firm will manage and implement the site assessments and cleanup planning elements of the Brownfield Fund. Including the firm's approach and methodology to planning, organization, and management. Include how this approach is expected to achieve good results for this project.

    c) Address all scope of work issues and indicate how the consulting firm will go about assisting and coordinating the project with the City.

3. **Project Staff:** Description of the following:

    a) Brief biographical summaries of related experiences for staff members working on the project.

    b) Organizational chart.

    c) Resumes for key project personnel assigned to this project. Indicate the project manager who will be responsible for ensuring the project success.

4. **Budget:** Description of the following:

    a) Rates for Tasks 1 and 2

    b) Rates for Tasks 3 and 4

5. **Local Experience and Knowledge***:* Demonstrate local knowledge of the City and understanding of redevelopment and planning goals.

6. **References:** Project summary of relevant Brownfield experience and contact information for three (3) recent (completed within the past three years) client references with name, email address, and phone number for each.

F. SELECTION PROCESS

The following describes the anticipated general review process.

1. Proposal review.
2. Staff recommendation to the Finance and Personnel Committee.
3. Common Council approval of the selected environmental consulting services firm.
4. Finalize/execute service contract.

G. SELECTION CRITERIA

The selection process will involve the following primary steps. Applicants should carefully examine the entire RFP, any addenda, and all related materials and data referenced in the RFP. Applicants should become fully aware of the nature of the work and the conditions while performing the work. Each of the following review criteria will be taken into consideration in the evaluation of the proposals. The proposals evaluation will be weighted as shown below:

1. Completeness of Proposal: Extent to which completed proposal elements are submitted. (Maximum 10 points)
2. Professional Experience and Capacity: The extent to which the firm has demonstrated knowledge of project area and competence in creating and implementation brownfield programs and assessments. In addition, the firm has appropriate personnel, project experience, regulatory and scientific knowledge, equipment, and facilities to perform the scope of services to implement a Brownfield assessment program. (Maximum 45 points)
3. Project Methodology: The extent to which the firm has demonstrated their approach to manage and perform program implementation, reporting, and related activities. (Maximum 45 points)

The selection team will recommend an environmental consulting services proposal and firm to the Common Council based on the Selection Criteria.

The Common Council reserves the right to reject any and all proposals and select an environmental consulting services firm of their choosing. When a selection decision is made, the City expects to enter negotiations with the selected firm to complete a service contract. Upon approval and execution of a service contract, all other competing firms will be notified of the selection in writing. The City is committed to a cooperative working relationship with the selected environmental consulting services firm.

H. TENTATIVE TIMELINE

The following is the conceptual timeline for the process (subject to change):

Release of Request for environmental Consulting Services	February 5, 2024
Written questions submitted to qshaw@deperewi.gov	February 23, 2024
Reponses to questions available	March 1, 2024
Submission deadline by 4:00 p.m.	March 29, 2024
Follow Up Information and Interviews (if needed)	TBD, 2024
Presentation of Proposals to Finance/Personnel Committee	April 9, 2024
Recommendation to Common Council	April 16, 2024

I. De Pere Resource Links

City of De Pere:
https://www.de-pere.org/

Comprehensive Plan, Downtown Master Plan, Cultural District Master Plan Historic Neighborhood Preservation Plan:
https://www.de-pere.org/egov/apps/document/center.egov?view=item&id=730

Zoning Code (Chapter 14):
https://library.municode.com/wi/de_pere/codes/code_of_ordinances?nodeId=PTIIMUCO_CH14ZOOR

Business Districts:
https://library.municode.com/wi/de_pere/codes/code_of_ordinances?nodeId=PTIIMUCO_CH14ZOOR_ARTVIIBUDI

General Requirements:
https://library.municode.com/wi/de_pere/codes/code_of_ordinances?nodeId=PTIIMUCO_CH14ZOOR_ARTXGERE

Design & Development Standards:
https://library.municode.com/wi/de_pere/codes/code_of_ordinances?nodeId=PTIIMUCO_CH14ZOOR_ARTXIIDEDEST

De Pere Municipal Ordinance:
https://library.municode.com/wi/de_pere/codes/code_of_ordinances

De Pere Chamber:
http://deperechamber.org/

Definitely De Pere:
http://definitelydepere.org/

J. STATEMENT OF RIGHTS AND UNDERSTANDING

The City reserves, and may, in its sole discretion, exercise any and all of the following rights and options with respect to this RFP:

1. To accept, reject, or negotiate modifications to, any and all proposals;
2. Submission of a proposal does not bind the City to any action or any applicant;
3. To issue clarifications and propose addenda;
4. To modify any timeline;
5. To negotiate with one or more applicants;
6. To select any submission as the basis for negotiations and to negotiate with applicants for amendments or modifications to their submission;
7. To conduct investigations with respect to the qualifications of each applicant;
8. All materials submitted in response to this RFP become the property of the City;
9. Any proposal/response submitted in conjunction with this request will become public record;
10. The City is not responsible for costs associated with preparing proposals, or for cost incurred before a formal notice to proceed is issued if a contract is awarded;
11. No legal liability is assumed or shall be implied with respect to the accuracy or completeness of this RFP. This RFP has been prepared by the City and does not purport to be all-inclusive or to contain all of the information a prospective applicant may desire. No legal liability is assumed or shall be implied with respect to the accuracy or completeness of this RFP.

PROPOSAL
3.29
2024

Stantec Consulting Services Inc.

REQUEST FOR ENVIRONMENTAL CONSULTING SERVICES

City of De Pere

Stantec

We help you realize the potential

Contents

QUALIFICATIONS AND CAPABILITIES	4
TECHNICAL APPROACH	20
PROJECT STAFF	24
PROJECT BUDGET	38
LOCAL EXPERIENCE AND KNOWLEDGE	42
REFERENCES	44

←
Monmouth Maple City Dairy
Prairie Hills Resource Conservation and Development, Inc.
Illinois

1. Qualifications and Capabilities

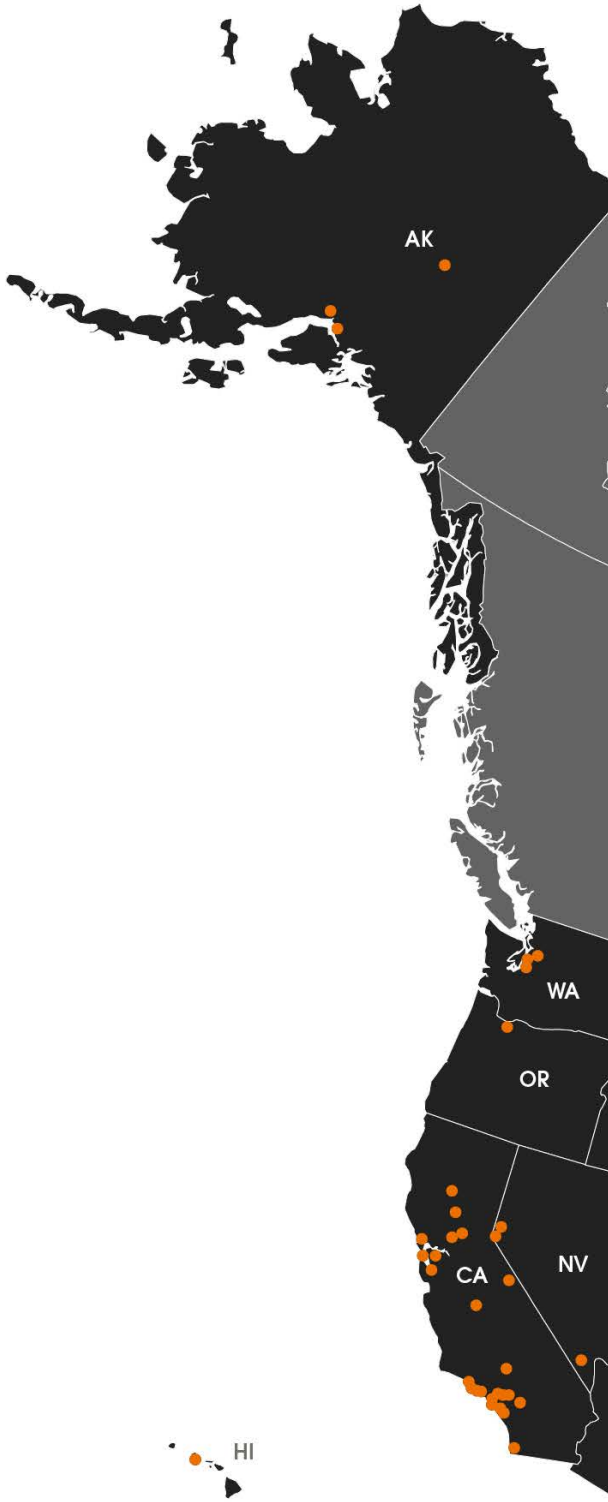
We're active members of the communities we serve.

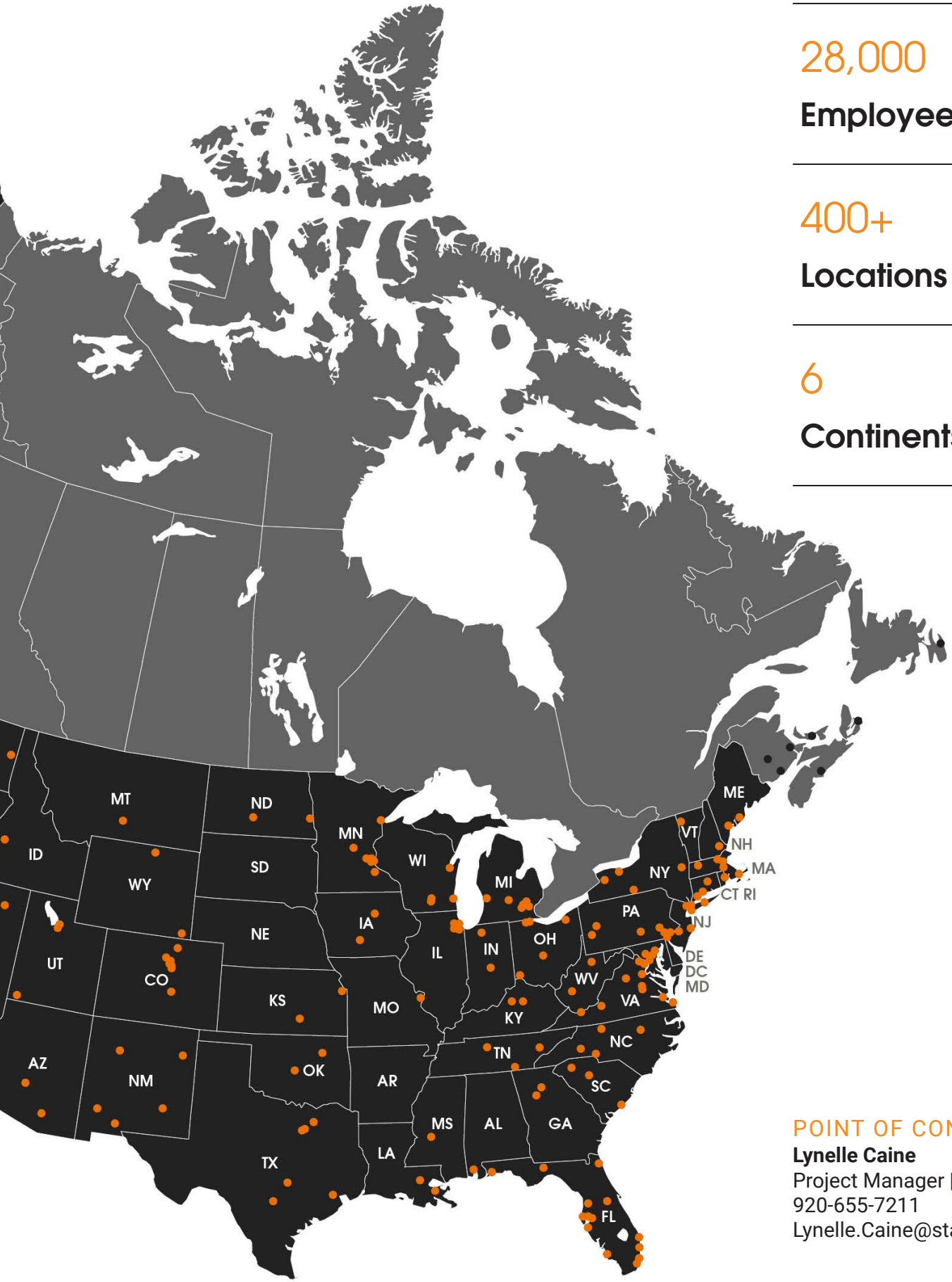
That's why at Stantec, we always **design with community in mind.**

The Stantec community unites more than 28,000 employees working in over 400 locations across 6 continents. Stantec has been doing business in Wisconsin for more than 30 years and we have continued to grow by establishing long-term relationships with clients based on trust and integrity, and by committing to making a difference in the communities we serve.
We collaborate across disciplines and industries to bring buildings, energy, resource, and infrastructure projects to life. Our work—professional consulting in environmental sciences, planning, engineering, architecture, interior design, landscape architecture, surveying, project management, and project economics—begins at the intersection of community, creativity, and client relationships.

Since 1954, our local strength, knowledge, and relationships, together with world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways.

The Stantec team can leverage a multi-disciplinary in-house team of environmental scientists, planners and outreach specialists, engineers, health and safety experts, landscape architects and building architects, construction managers, as well as historical/cultural preservation experts. We will leverage this expertise to spur economic development, emphasize sustainability, increase the property tax base, and incorporate resiliency planning and design.





28,000

Employees

400+

Locations

6

Continents

POINT OF CONTACT
Lynelle Caine
Project Manager | Senior Associate
920-655-7211
Lynelle.Caine@stantec.com

REALIZING THE POTENTIAL

We see brownfield sites differently, transforming them from liabilities into assets for you and your community.

Undesirable. Risky. Cost-prohibitive.
These are words often associated with brownfield properties. But what we see is opportunity to transform these sites into assets that revitalize communities and bring neighborhoods back to life.

Rather than focusing primarily on the initial environmental clean-up process, we approach brownfields as development projects. By incorporating remediation into the overall project, we save our clients time and money through all phases—from planning, funding, entitlements, and approvals, to design, construction, and maintenance.

Spaces once perceived as liabilities are now full of life and energy. Previously derelict land is now economically viable. And the value of once-thriving areas is reclaimed and carried forward for generations to come.

Financing. Public health. Economic development. Job creation. Risk and liability. Community needs.
These are all things municipalities must consider when faced with the decision of what to do with a brownfield site. For various reasons, municipalities can be left with properties that have declined over time and are no longer creating value. That's where we come in. We help communities reinvent themselves with programs to manage site re-use and revitalization now and into the future.

Stantec

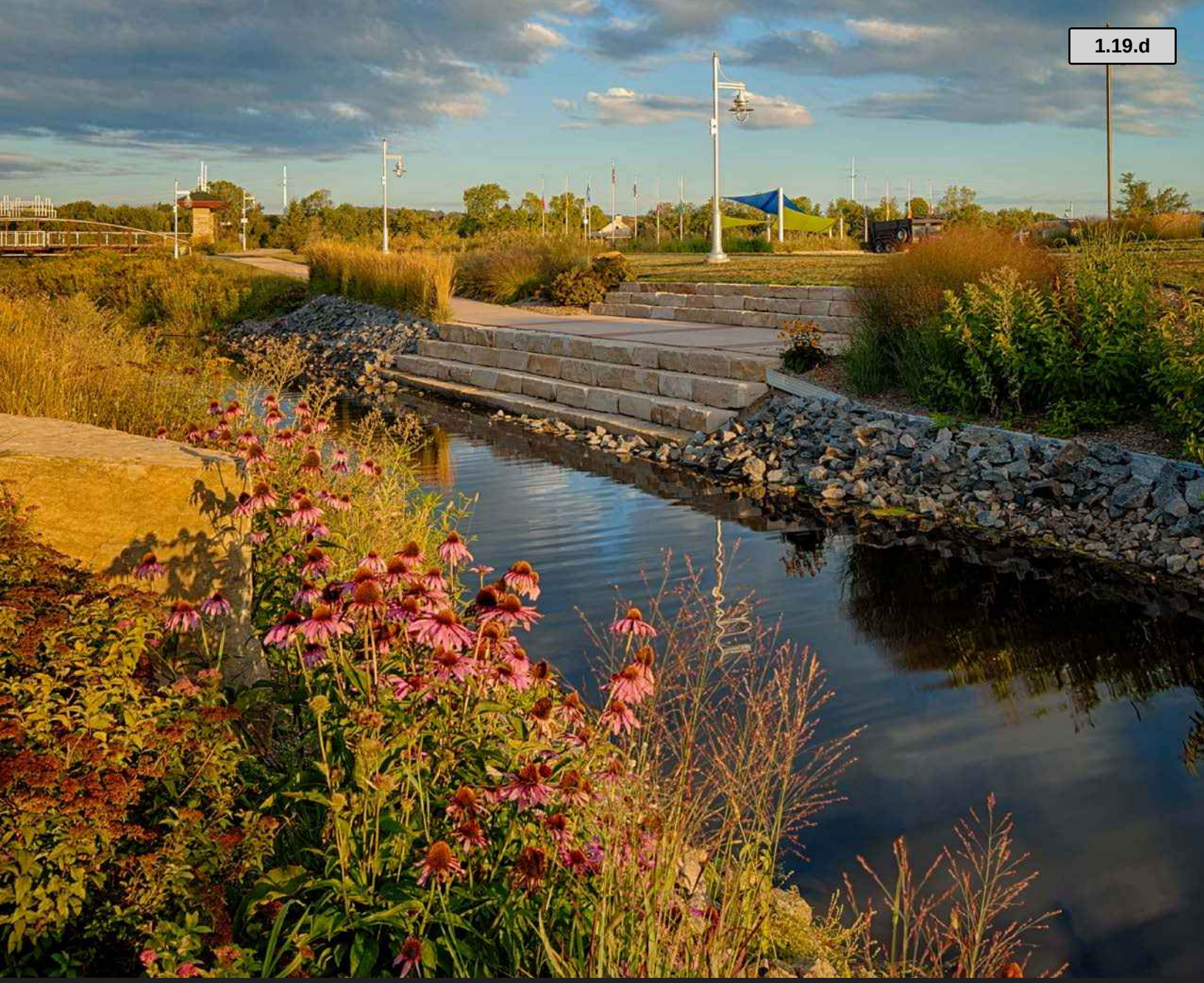
Stantec has been proud to be a part of the De Pere Community since 2011

Stantec Office Responsible for Contract

1165 Scheuring Rd, De Pere, WI 54115

What can we do for you?

- Project feasibility evaluation
- Planning
- Environmental compliance and remediation
- Permitting and regulatory interface
- Civil engineering
- Architecture and building engineering
- Landscape architecture
- Geotechnical engineering
- Geomatics
- GIS



- Market research
- Transportation infrastructure and planning
- Public consultation
- Public funding support
- Facility decommissioning and transformation
- Construction management and administration
- Implement municipal and community vision
- Prepare site inventories and assessments
- Perform required planning and design
- Prepare applications for grant funding
- Position your site for redevelopment
- Implement your plan through all phases of development
- Real estate valuation
- Market and feasibility studies
- Land planning
- Project management
- Design services

1a. When it comes to securing and implementing Brownfield grants, we are the experts.

Over the past decade, Stantec has assisted in securing and/or implementing more than 490 US EPA Brownfield Grants totaling nearly $200 million. Stantec has also assisted with hundreds of state and locally funded brownfield programs. We realize that brownfield redevelopment often requires layering funding from multiple federal, state, and/or local agencies.

Example federal funding sources could include US EPA, United States Department of Agriculture, and the Community Development Block Grant program. Example state funding sources could include programs run by Wisconsin Department of Natural Resources (WDNR) and and Wisconsin Economic Development Corporation (WEDC). Examples of local non-profit funding sources are the Fund for Lake Michigan and multiple local/ regional "Friends of" organizations. Additional examples of municipal funding include funds revolved through a City's Brownfield Cleanup Revolving Loan Fund, funds provided through a tax-increment financing district (TIF), or special funds set aside by a municipality for brownfield assessment and cleanup. Our broad experience in securing supplemental funding is unparalleled. Our experienced team provides clients with high quality, focused grant applications that meet the funding guidelines and tell a compelling story for revitalization.

Preparing Successful Grant Applications

Each grant program is different; however, we have found that collaboration during grant writing always yields the most compelling applications. To truly reflect the voice of the community, we anticipate a significant collaboration with our clients, related coalitions, committees, and stakeholders, with various groups working on the text and providing ideas for improvement.

Often Stantec's primary role often is to prepare the grant text and cover letter, prepare/ assemble the appropriate attachments, complete the necessary forms, and submit the application on our client's behalf to funding agencies as specified in the grant guidelines grant applications. For example, US EPA grants are submitted through grants.gov. State grants are typically sent by email and a cloud-based server directly to the project manager.

General Approach for Assessment Grant Applications

Stantec is intimately aware of brownfield and redevelopment challenges. For broadly funded grant applications (e.g., US EPA community-wide and coalition assessment grants), Stantec works with clients to identify focus areas to emphasize in the assessment grant application. When preparing a US EPA assessment grant we will focus on US EPA priorities, centering on areas with significant social, economic, and environmental disadvantages to present a strong case for funding. In addition, catalyst sites within each focus area that are identified for future revitalization in existing plans will be highlighted. For site-specific assessment grants (e.g., US EPA; WDNR WAM; WEDC SAG), we work to identify projects that align with agency funding priorities and develop scopes of work that align with allowable activities under each program.

General Approach for Cleanup Grant Applications

Cleanup grants (e.g., US EPA, WEDC, WDNR) are unique in that the most compelling applications are for projects that are truly shovel-ready, with a redevelopment plan in place. Stantec works with clients during the assessment phase of projects to develop a funding timeline for keystone brownfields so cleanup grant opportunities align with the project redevelopment schedule.

Remedial planning and the scope of the cleanup grant are tailored in each instance to the proposed reuse and site redevelopment plans.

Attention to Detail

One of the simplest, but most important strategies for preparing a successful grant application is paying careful attention to detail and responding explicitly to every criteria in the guidelines. The grant scoring process is often subtractive; therefore, minimizing points lost in each section is critical. Our systematic grant writing methodology is based on our brownfield team's experience submitting successful applications for more than 490 US EPA grants. The Stantec project manager and support team repeatedly review the criteria and instructions while writing and editing each draft of the application–focusing on completeness and clarity.

Developing a Consistent and Compelling Story

Brownfield grant programs are becoming incredibly competitive. The Stantec team will work with clients to develop a unique combination of geographic, demographic, economic, and environmental factors that illustrate the challenges resulting from brownfield sites, and how addressing these needs will lead to a more resilient community.

These objectives will be woven into a larger storyline, with emphasis placed on the highest priorities (such as increasing tax base, eliminating blight, attracting investment, supporting job creation by local entrepreneurs, protecting the environment, etc.).

QA/QC

Stantec has implemented a rigorous QA/QC process specifically tailored to federal, state, and local brownfield grant applications. This process includes a complete review by a senior-level expert, an independent review, and an administrative review. This three-step process occurs after the lead grant writer has prepared a complete draft and reviewed the entire application. Each reviewer reads the full application with a different focus. The senior reviewer focuses on factual details and guideline conformance; the independent reviewer evaluates the overall storyline for consistency in identified needs, goals, and priorities; and the administrative reviewer focuses on formatting, cross references, and completeness.

Brownfields in rural areas can be difficult to identify and even more difficult to investigate/redevelop. The former Quinney Plating Facility is a prime example of a County foreclosing on a significantly blighted property that posed an immediate threat to the health and safety of the community. Stantec worked to secure/stack a variety of grant funds to demolish the former structures and complete the environmental investigation at the property.

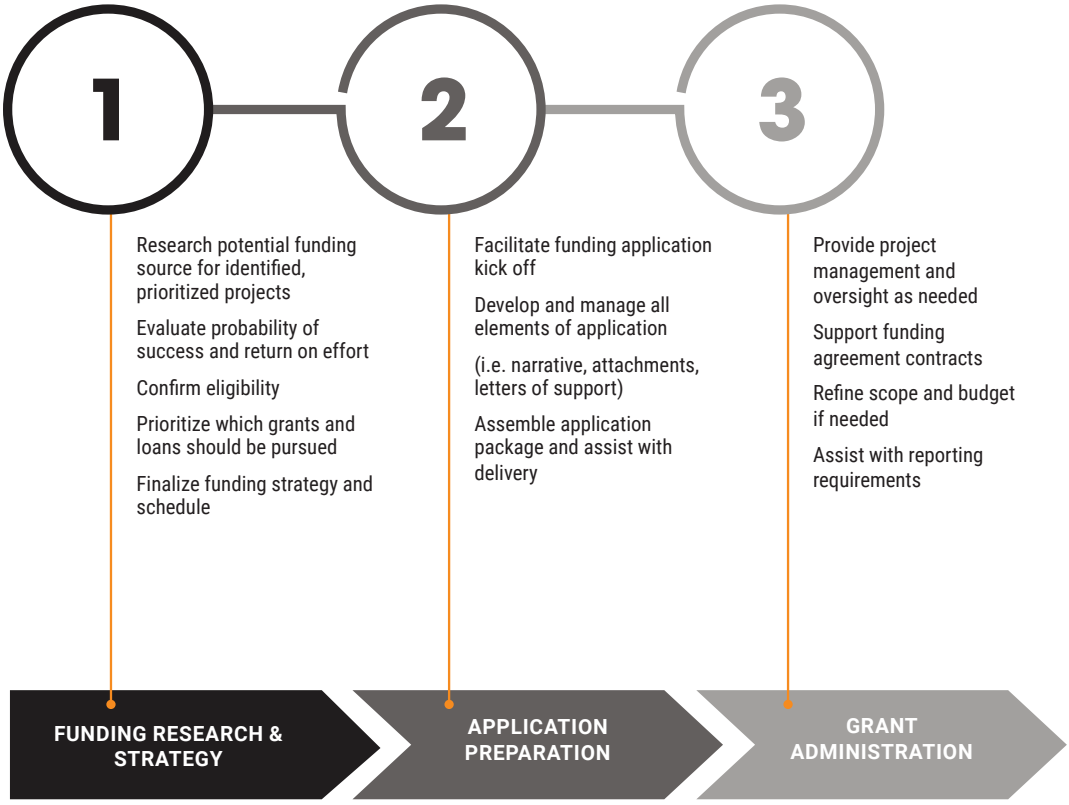
Identifying Other Grants and Funding Sources for Communities

Stantec helps communities secure a variety of funding to achieve their project goals. Identifying a project is easy. Finding funding is not. Our team understands how challenging and time consuming it can be to identify funding sources—and navigate the application process. We recognize that securing funding is a critical component of executing projects that advance the quality of life in communities. For more than 30 years, Stantec has partnered with our clients to successfully apply for grants and loans that have helped our clients secure more than **$8 billion in funding.**

Funding services is a natural and complementary extension of the other technical and professional services we offer as a firm. With Stantec, from concept to construction you have an integrated team of resources at your fingertips—not only grant writers, but more than 140 funding experts, experienced financial consultants, urban planners, engineers, landscape architects, transportation designers, and geographic information systems (GIS) analysts.

We've compiled a team of Funding Advisors that have decades of experience developing financial plans and securing grants and loans for communities across the country. We have successfully leveraged our technical offerings into our funding services to create robust applications that 'Wow' funding agencies. With Stantec, you get all the services you need in-house.

We work with you to understand the projects that are most important to your organization and community. Whether it is a brownfield redevelopment, a new park, or water treatment plant expansion, our team can help you de-mystify the funding process. We act as a liaison between your team, funding agencies, and the public, helping you develop achievable funding strategies to turn your project plans into reality.



140+

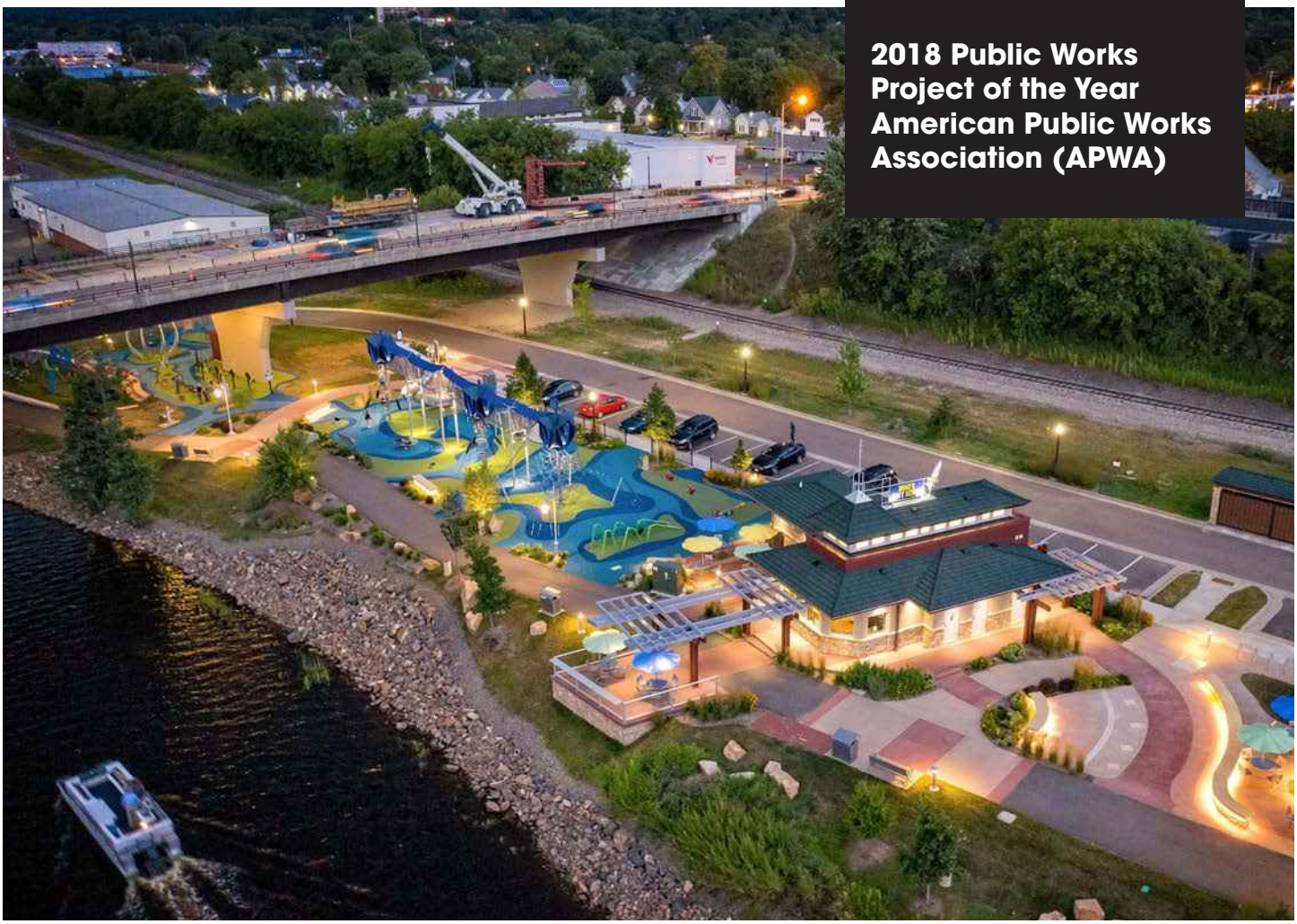
Stantec funding experts across North America

100+

Funding programs leveraged to advance critical community projects

8B+

Secured in grant and loan funding for our clients



2018 Public Works Project of the Year American Public Works Association (APWA)

We partner with you from the start, helping you identify and develop projects that include elements which are eligible for funding, and we work alongside you to develop successful grant and loan applications. We can help administer grants and loans and comply with funding and reporting requirements throughout the duration of a project.

Stacking Brownfield and Other Grant Funding

When it comes to stacking, securing, and implementing grants, we are the experts. We realize that brownfield redevelopment often requires stacking and layering funding from multiple federal, state, and local agencies to achieve the anticipated outcome. Our broad experience in securing supplemental funding is unparalleled. One of the biggest challenges in securing WEDC assessment funding is the required "match." For example, by continually securing and using USEPA Brownfield assessment grant funding for the match, Stantec assisted a Wisconsin community in securing an additional four WEDC assessment grants totaling $435,500 to support continuing assessment work. The supplemental assessment funding was critical in securing a $250,000 WEDC Brownfield cleanup grant to support a multi-family redevelopment project; closing a brownfield cleanup Revolving Loan Fund (RLF) in 2021, securing a $500,000 USEPA brownfield cleanup grant in 2022; and is the basis for the community's recent $500,000 cleanup grant awarded in 2023. By stacking significant external funding, the redevelopment is leveraging well over $125,000,000 in private and public investment in property.

1b. We have unmatched experience performing brownfield assessments in Wisconsin.

Stantec has provided brownfield assessment and redevelopment services in Wisconsin since 1988. We have exceptional experience conducting Phase I and II ESA activities at hazardous substance brownfields, petroleum brownfields, and other types of environmentally impaired sites. Stantec has completed more than 25,000 environmental projects in the Midwest alone. Our team has extensive experience relevant to designing and implementing effective and innovative brownfield remediation and reuse strategies.

This experience has resulted in a detailed knowledge of the US EPA and Wisconsin regulatory requirements as well as an excellent working relationship with staff at multiple state and federal regulatory agencies. Stantec has successfully obtained regulatory approvals for a broad range of beneficial reuses of both construction and demolition materials, as well as soil and fill materials containing elevated concentrations of one or more contaminants. Reuse of materials can save millions of dollars on larger brownfield sites associated with historic fill or other large-scale contamination sources, and can make the difference between successful redevelopment or long-term vacancy. We have significant experience in green and traditional remediation at brownfield sites ranging in size from residential heating oil tank excavations, to large industrial complexes and manufactured gas plants.

We are experts not only in assessment and cleanup activities but securing funding and strategic implementation of municipal and grant-funded Brownfield projects. We help our clients take full advantage of the opportunities presented by redeveloping brownfield sites to not only advance sites through the environmental due diligence process, but also in using grants and projects to strengthen our clients' long-term brownfields, economic development, and community revitalization programs.

Brownfields Inventory

Stantec often creates or works with our clients and community members to create or expand an existing brownfields GIS database to identify potential brownfield properties in the community or project area. The inventory often includes windshield surveys, reviewing and incorporating information from federal and state databases into GIS, integrating new types of data into GIS (e.g., georeferenced Sanborn® Fire Insurance Maps, historic orthophotography) and point data (e.g., federal and state databases of known and potential brownfields).

Prioritization of Brownfield Sites

Prioritizing properties for assessment is critical to leveraging the greatest benefit to the community. Stantec developed a semi-quantitative GIS-based scoring rubric we have found useful in prioritizing properties for assessment. Among other things, our rubric considers:

- Eligibility of the property for Brownfield grant funding
- Willingness of the property owner and potential purchaser to allow access to the property and follow program requirements
- Likelihood redevelopment will occur following assessment work

Phase I ESAs

Stantec completes Phase I ESAs per the requirements of the All-Appropriate Inquiry Rule following procedures outlined in ASTM E1527-21. Stantec will work with potential purchasers to confirm appropriate due diligence is completed to qualify for a liability defense under CERCLA and we can issue reliance letters as needed. Work may also include coordinating with potential purchasers to obtain liability clarification letters from WDNR.

If underground storage tanks could remain onsite, a geophysical survey using ground penetrating radar and/or EMI techniques may be completed.

Site Specific Sampling and Analysis Plans

Stantec develops site-specific sampling and analysis plans to assess environmental liabilities and recognized environmental conditions identified during Phase I ESAs. The SSSAPs will summarize methods used to complete investigations and will be submitted to the appropriate regulatory agency for approval. If warranted, SSSAPs will be written as a formal Site Investigation (SI) Workplan per Ch. NR 716 WAC to meet WDNR requirements

Phase II ESAs and Supplemental Site Investigations

All work will be completed per the applicable SSSAP and/or ch. NR 716 SI Workplan following procedures described in Stantec's standard operating procedures or applicable QAPP.

Phase II ESAs are conducted per ASTM 1903-9. Supplemental Site Investigations are completed per Ch. NR716 WAC requirements. Copies of assessment deliverables are provided in electronic format to the client, current owner, in Stantec's standard operating procedures or applicable potential purchaser (if applicable).

1c. Additional Assessment Services

Stantec has local staff in our De Pere office along with a team of subconsultants that can assist the City with additional assessment services.

Asbestos, Lead-Based Paints Inspections, and Regulated Building Material Surveys

Stantec, with our subcontractor NorthStar Environmental Testing, LLC, has the experience of evaluating structures for the presence of asbestos containing materials (ACMs) as well as evaluating the presence and hazards of lead-based paint (LBP) and regulated building materials (RBMs).

RBMs may include, but are not limited to, building materials such as mercury-containing thermostats, switches, and fluorescent light bulbs; PCB-containing transformers; oil door closures; treated lumber; electronics; paints/solvents; and cleaning products. All Hazardous Building Materials Surveys (asbestos, lead bearing paint and restricted wastes) are completed by State of Wisconsin—certified subconsultants per ch. DHS159 WAC following WDNR Pub WA-651 for compliance with ch. NR 447 WAC.

If asbestos is found in a structure scheduled for demolition or renovation, we determine if the asbestos must be removed before these activities.

If there are ACMs that require removal, we obtain qualified contractor estimates for abatement. When the abatement has been completed, we perform clearance wipe sampling within 24 hours to ensure that the LBP hazard no longer exists and that the lead levels are below the allowable standards set forth by the appropriate regulatory agency.

Pre-demolition assessments can save time and money as they can determine and quantify environmental issues ahead of time before they cause delays. A typical pre-demolition assessment consists of an inspection to categorize the types of hazards present in a structure, and collecting and laboratory-analyzing samples to identify and quantify the types of each hazard. This information is used to determine the most suitable method to abate the hazard. Stantec is not a demolition contractor or an asbestos or LBP abatement contractor; however, we provide an independent assessment of the hazards that exist within any particular structure.

Mold Surveys

Stantec is able to offer mold assessment services including air sampling to determine if there is evidence of mold amplification inside structures including characterization of the genera found and recommendations for remediation. Stantec is also able to assess structural elements for water intrusion including infrared visualization to identify construction materials that may be wet which provides a growth medium form mold, inductive and conductive analysis of building materials to identify possible wetting of those materials and surface swabs and wipes to assess potential mold colonies that are identified as part of the visual inspection of premises.

Wetland and Water Resource

Stantec specializes in providing a variety of wetland and water resource services. Our experience includes work on municipal, utility, transportation, commercial development, residential development, storm-water management planning, natural resource management, habitat restoration, and other natural resource projects.

Stantec is experienced in the preparation and review of environmental assessment documents. Similarly, our staff has worked extensively with clients and regulators to develop and analyze project alternatives. This work is varied in scale and includes the Central Brown County Water Authority Pipeline project, the Brown County Wetland Mitigation project, DOT State Highway 10 reconstruction, Green Lake pier development, and more-modest projects like Prairie Hills Subdivision, Rice Lake Condominiums, or private land habitat restoration.

Our staff also has extensive experience identifying and delineating wetlands. Stantec's eight wetland delineators working out of our De Pere office complete hundreds of wetland delineations each year that encompass virtually every type of wetland found in the Great Lakes region. This is the first step to getting our clients the permits they need to construct their community development projects. With strong soils, hydrology, and plant identification skills, our staff understand the technical nuances of wetland mapping. Our De Pere office is also a leader in wetland and stream restoration to support our clients permit needs. We have created over 1,500 acres of wetland mitigation projects in Wisconsin and have numerous ongoing mitigation bank projects.

Stantec has 20 rare species specialists in Wisconsin that are trained in handling a variety of rare species issues ranging from insects to bats. We have performed Natural Heritage Inventory (NHI) screenings and related threatened and endangered species (TES) scoping on hundreds of projects throughout Wisconsin. Our staff are certified by the WDNR as NHI specialists with access to rare species data. We are very familiar with the NHI database and the sensitive data it contains. As such, we have used NHI data to design and perform biological surveys to investigate potential TES conflicts.

Where appropriate, we have completed consultations with WDNR and US Fish and Wildlife Service (USFWS) to address unavoidable impacts to TES habitats or individuals.

Where impacts to natural resources are unavoidable, Stantec provides the full range of restoration design, oversight, monitoring, and habitat management services. Our staff experience includes restoration of thousands of acres of wetlands, prairies, and woodlands throughout the Midwest region.

Our wetland restoration projects include design of isolated wetland basins, wetland mitigation banks, and waterfowl management flowages. Our prairie restoration experience encompasses native grassland and prairie on private lands as well as large tracts of public hunting grounds. Stantec staff has also designed woodland restoration and management projects that include timber harvest, stand improvement, and reforestation.

The District historical imagery, West Bend, Wisconsin

The District is being redeveloped into a mixed-use facility, West Bend, Wisconsin

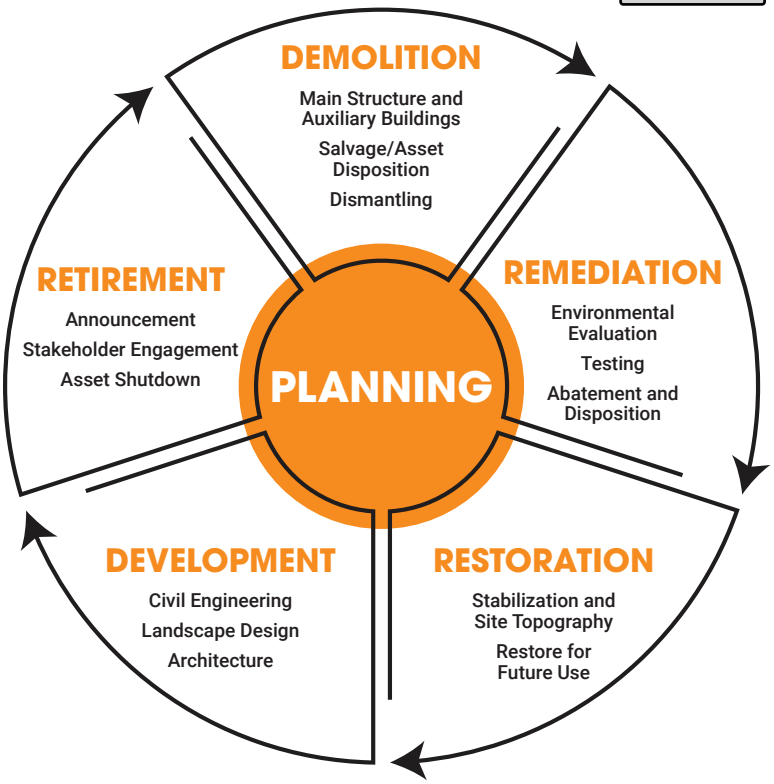
1d. Through Redevelopment Planning and Market Research we turn Brownfields into Reinvestment Opportunities

Stantec approaches brownfields as revitalization opportunities where communities can transform vacant or underutilized property into a community asset. We can help navigate federal and state assistance programs, inventory sites, and manage implementation to reshape your community.

Often, these properties have remained idle due to fear of hidden environmental liabilities. Our nationally recognized brownfield grant experts view these not as costly cleanup jobs but as restoration/reinvestment opportunities to put properties back into productive reuse. Rather than focusing primarily on the initial environmental clean-up process, we approach brownfields as development projects. By incorporating remediation into the overall project and funding strategy, we save our clients time and money through all phases from planning, funding, entitlements, and approvals, to design, construction, and maintenance.

Redevelopment Planning + Market Research

Brownfield assessment and cleanup grants represent a significant opportunity to plan the redevelopment of brownfield sites on an integrated basis. Our project team includes not only multiple experts in the environmental assessment of brownfield sites, but urban planners and market researchers with experience in redevelopment and revitalization of former brownfields sites. Our team also includes experts in urban design, civil and structural engineering, market analysis, economic development, environmental consulting, landscape planning, and architecture.



Approaching a brownfield assessment or cleanup program with a combination of both planning and environmental expertise results in superior project outcomes, as the environmental assessment process can be guided or focused with an understanding of site reuse options and requirements (placement of parking lots or roads with potential contamination). Planning for brownfields reuse is greatly enhanced when the project team has an in depth understanding of environmental constraints, and how these can impact decisions such as industrial vs residential use, construction of underground parking, placement of stormwater ponds, etc.).

Stantec's project team is recognized in the region for our deep experience in brownfield redevelopment plans. These plans are aspirational in terms of meeting local goals, but with our unusual depth in understanding development markets we ground them in the real world market context so that the proposed redevelopment vision meets a feasibility threshold, and is supported by clear direction about the critical steps needed for implementation.

We have completed six to eight brownfield redevelopment plans over the the past couple of years. One such project was in nearby Brillion, Wisconsin, where we supported the City and the property owner in creating a redevelopment plan for a nearly 145-acre former ductile iron foundry.

Our team can deliver an effective multidisciplinary approach to revitalizing sites, securing community input, assessing transportation and infrastructure requirements, and eliminating impediments to redevelopment associated with undefined environmental liabilities, lack of current or accurate market data, community opposition, related to access and infrastructure, or other factors.

1e. Stantec brings a multi-disciplinary in-house team of experts to set the City up for long-term success.

Unlike other consultants that focus only on assessment or cleanup, Stantec brings environmental scientists, community planners and outreach specialists, engineers, health and safety experts, landscape architects and architects, construction managers, as well as historical/cultural preservation experts. We leverage this expertise to spur economic development, emphasize sustainability, increase the property tax base, and incorporate resiliency planning and design that revitalizes the community. We are also thoroughly experienced in performing assessment and cleanup in coordination with property redevelopment through use of multiple federal, state, and local grants while collaborating with public and private stakeholders.

Stantec has a broad spectrum of engineering knowledge and expertise, covering many disciplines. Approximately 25 staff are currently registered as professional engineers in Wisconsin. Stantec also has significant additional expertise in environmental services, with experts in a variety of disciplines available to consult on unexpected, unusual, or particularly challenging issues that arise related to individual brownfield sites.

1f. We design and implement Brownfield Remediation strategies to fit your project and budget.

Remedial Action Plans

Remedial action planning is the bridge between site investigation and redevelopment. You cannot have a successful redevelopment without this step.

Stantec balances the developers' needs and our client's redevelopment goals with regulatory compliance and overall cost. This is an area where significant cost savings can be realized. Following completion of a Site Investigation, a Remedial Action Options Report and/or an Analysis of Brownfield Cleanup Alternatives (ABCA) may be prepared per the requirements of ch. NR 722 WAC to plan for cleanup. A Remedial Action Plan may be prepared per the requirements of ch. NR 724 WAC for brownfields entering the remediation phase of redevelopment.

Brownfield Cleanup

We have extensive experience remediating brownfield sites to achieve the redevelopment goals and ultimately obtaining site closure by regulatory agencies. As part of this task, Stantec will coordinate and oversee the implementation of the approved remedial action plans and coordinate all work with the City, developer, and construction contractors.

If applicable, Stantec may prepare a materials management plan (MMP) to manage excavated impacted soil on-site or a low hazardous exemption to manage impacted materials at a WDNR-approved off-site location, prior to the implementation of remedial activities.

Stantec personnel will oversee the remedial action activities through completion. Following completion of the necessary remediation work, Stantec will prepare a Remedial Action Documentation Report per the requirements of ch. NR726 WAC. The report will be submitted to the WDNR for final review and approval.

Case Closure Request / GIS Registry and Continuing Obligations

Stantec will submit a case closure request, including documents for listing the property on the GIS registry of closed cases will be prepared at the conclusion of each project. Any requirements for continuing obligations will be documented and cap maintenance plans prepared. The package will be submitted to WDNR for final review/approval.

Recent project examples of our environmental/engineering/conusulting exeperience with petroleum and hazardous contaminant Brownfield remediation are included in our References section.

1g. We understand the importance of community outreach and public engagement.

Community Outreach

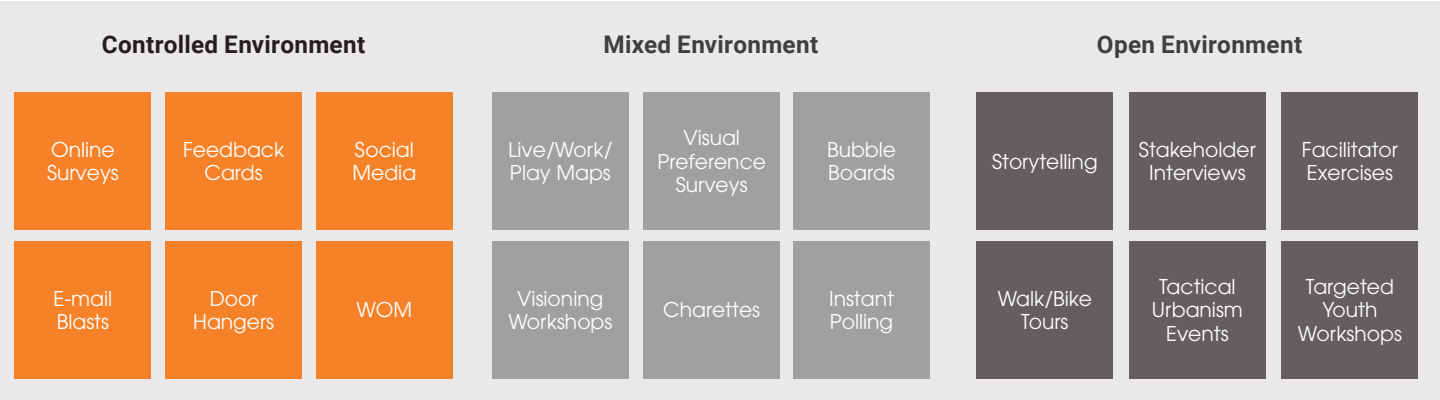
We routinely inform, and include the public through a variety of fun, creative, interactive forums, small group discussions, and print/social media. We also have experience assisting steering committees and preparing presentation materials for project meetings and websites. Our team works hard to make sure all voices are heard, and communication of environmental, technical, and potential health issues is clear and relevant the parties these issues affect most.

For larger projects, community outreach activities may include development of site-specific community involvement plans and interviews/outreach with property owners.

Stantec staff are experienced in conducting a broad range of outreach activities as part of brownfield assessment, cleanup, and area-wide planning projects. These projects have included outreach activities, ranging from very basic community outreach meetings to far more complex public engagement involving multiple stakeholder meetings, charrettes, visual preference surveys, and concept plans. Stantec has completed hundreds of planning projects for which public outreach was a significant component.

Public Engagement Tool Spectrum

Our team offers a wide variety of public engagement methods, platforms, and tools that we can draw from to help support the project's community outreach.



1h. We have the knowledge and experience utlizing GIS and understanding of state and federal regulations to implement your project.

GIS Capabilities

We are knowledgeable in the strategies for managing geographic coordinate data throughout all phases of assessment, cleanup, and redevelopment as they occur at many brownfield sites, and integrating these data with GIS.

Specifically, we have enhanced our Brownfield Inventories by incorporating new types of data in GIS (e.g., georefrenced Sanborn Fire Insurance Maps, historic orthophotography, inspection surveys) and point data (e.g. federal and state databases of known and potential brownfields). We have also encouraged municipalities to link final reports (ie. Phase I and II ESAs) to parcels within their internal GIS systems to make these documents readily available for staff and/or future employees.

Federal and State Environmental Statutes or Associated Regulations

Stantec's experience with federal and state statutes/regulations is well documented. Our in-depth technical understanding of regulations includes nuanced criteria of the AAI Final Rule and ASTM 1527-21 and the requirements to investigate/remediate brownfields under ch. NR700 of the Wisconsin Administrative Code (WAC) while balancing waste regulations under ch. NR500 and ch. NR600 WAC.

We also have experience with the various provisions and requirements associated with the CERCLA.

This required detailed knowledge of the National Contingency Plan and other applicable US EPA guidance documents. As a contributing member to the WDNR Brownfields Advisory Committee, Dr. Harris Byers has detailed knowledge of state environmental regulations, assessment, and cleanup criteria. In addition, Stantec staff have a strong working knowledge of Resource and Recovery Act (RCRA) and Toxic Substances Control Act (TSCA) regulations.

We have performed investigation and remediation on numerous RCRA sites and have assessed and remediated PCBs subject to subject to TSCA, including the former Mirro property. With more than 200 staff based in our Wisconsin offices, Stantec has in-house experts knowledgeable in federal and state statutes, laws, or regulations pertaining to brownfield assessment, cleanup, planning, and redevelopment.

2. Technical Approach

Our staff are familiar with the specific regulatory and programmatic requirements and how to effectively complete deliverables for brownfield grant projects.

Stantec has implemented numerous Brownfield Programs under the US EPA Brownfield grant program and we believe we can mirror this experience and establish a robust Brownfield Program for the City. The fundamental intent of the law that established the US EPA Brownfield program is to support small business growth through redevelopment of blighted properties.

Approximately half of our portfolio involves working with communities, small business, and small local/regional developers, many of whom are involved in their first brownfield redevelopment project. Our team fully understands the anxiety and concern that potential first-time purchasers (including communities going through the foreclosure process) have when confronting and planning around the challenges of a brownfield project. We work in close collaboration with potential purchasers to address any and all questions, working with the community to develop reasonable project schedules to increase the likelihood projects are successful. Our work follows the All-Appropriate Inquiry rule and WDNR requirements, so potential purchasers have great confidence our deliverables protect their liabilities. The value of this expertise is difficult to quantify–but compared to a developer walking away at the last minute from a project–the value of our expertise working with inexperienced purchasers/ developers is uncalculatable.

2a. Project Understanding

We understand that the City of De Pere (the City) Common Council has authorized the creation of a Brownfield Property Acquisition and Remediation Fund (Brownfield Fund) as a subset of the Revolving Loan Fund and has allocated $400,000 to assist with Brownfield analysis and remediation efforts. As a result, the City is seeking a qualified environmental consultant to assist with the Brownfield Fund. Stantec has divided this work in the following subsequent tasks. Task 1: Program Development, Task 2: Evaluation of (8) Catalyst Brownfield Sites, Task 3: Assessment, Remediation Planning, Onsite Remediation Work, and Task 4: Future Grant Application Support.

We understand the project will be led by the City and supported by Stantec. The following sections lay out our qualifications, methodology, and typical brownfield services Stantec anticipates providing as part of this project implementation.

Stantec has a deep understanding of federal and state agency requirements and a strong working relationship with US EPA and WDNR. Our goal will be to leverage our existing knowledge of US EPA and Wisconsin brownfield and regulatory programs to maximize your existing funding, while exploring other sources as we have done with other municipalities such as Green Bay, Ashwaubenon, Brillion, Wausau, Sheboygan, and Neenah, Wisconsin.

2b. Management + Implementation Approach

There are many options for managing and implementing brownfield programs. Our approach is to act as an extension of our clients during the entire project, developing a project management and implementation plan that is best suited to the client's preferences, needs, and workload. Following contract award, a project kick-off meeting will be held between Stantec and the client to define this plan. During this meeting, we will also define the roles and responsibilities of Stantec and the City. We believe the key to a successful project is open communication between the client, Stantec personnel, and the appropriate regulatory agency or Stantec's project manager typically communicates with our clients on a weekly basis to discuss the status of ongoing projects and upcoming work. At minimum, a reoccurring monthly conference call will be conducted to discuss the project status.

We know the level of effort needed to complete brownfield assessment work on the most challenging brownfield properties. We also understand that the investment in brownfield sites is of little value to the community if the anticipated redevelopment outcomes are not achieved. Having partnered with numerous communities over the last decade, Stantec has developed an integrated approach to program implementation to maximize value to the community and achieve program outcomes. Our adaptable and innovative approach is flexible and allows for advances in the consulting industry.

Aligning Project Objectives with Schedule and Funding Opportunities

The first step in the redevelopment process is setting reasonable schedules of the key project milestones. From there, we start aligning milestones with available funding opportunities so the schedule moves smoothly and funds arrive at the precise time.

An example of this strategy is the River Point district in Manitowoc where US EPA brownfield assessment funds were first used, then stacked with state assessment funds to finish investigation work. Cleanup grant funds were then immediately secured so redevelopment/reuse progressed on schedule.

Managing your project

The Stantec Project Management Framework identifies the key tasks that will help you and your project team to manage risks and quality on a typical project. These tasks also represent the project requirements of our ISO 9001 Quality Management System.

0 | Prepare a proposal that includes a preliminary Project Plan including scope, project budget, resources, deliverables, and schedule. Conduct and document an independent review of the final proposal.

1 | Obtain written instructions to proceed and execute an approved written contract. Obtain written subconsultant agreements (if applicable).

2 | Prepare a Project Plan to an appropriate level of detail. Conduct and document an independent review.

3 | Establish hard copy and/or electronic project record directories and file project records accordingly.

4 | Complete a Health, Safety & Environment (HSE) risk management assessment and documentation for all projects involving field work.

5 | Monitor the Project Management Dashboard on a regular basis. Follow best practices for managing project financials, including time charges, work in progress (WIP), accounts receivable (AR), and estimates to complete (ETC).

6 | Obtain the client's written approval on scope of service changes in a timely manner.

7 | Conduct and document a quality review of all final* deliverables prior to issue.

8 | Conduct and document an independent review of all final* deliverables prior to issue.

9 | Close off the project financials and close out the project files.

Collaborations Between Environmental and Engineering Disciplines

Our internal collaborative approach builds on over a decade of teamwork with our internal engineering disciplines (i.e., civil, structural, marine, etc.) and planners (e.g., landscape architects,building designers, etc.). This internal open collaboration allows for streamlined input from a wide range of technical disciplines to identify the most cost-effective and efficient approach to achieve a redevelopment objective.

An example of this approach was recently used on the Bellin Clinic project in Brillion, Wisconsin. After reviewing the project, our civil and structural engineers proposed the use of Geopiers, which saved the developer well over $500,000 compared to the external architect's recommended approach of typical perimeter foundation walls. In another Wisconsin project, our brownfield team worked in close collaboration with our civil engineer when establishing final grades to integrate reuse features as engineered barriers to minimize the amount of impacted historic fill that required excavation and removal from the Property. This approach **saved the community well over $90,000,000.**

Finally, Stantec routinely peer-reviews remedial plans developed by other consultants for developers of brownfield properties. In one case, the proposed remedial approach was technically infeasible, so we provided a remedial alternative that achieved the desired objective in a shorter period and **saved the developer $750,000.**

Occasionally, a developer may already have retained their own environmental consultant. Stantec openly collaborates with multiple regional and national firms when implementing Brownfield programs–as we recently did on a project for the City of Two Rivers, which **saved the developer $100,000 in costs and allowed redevelopment to begin on a shortened timeline.**

Relationships with Developers + Subcontractors

Our exceptional brownfield experience allows us to leverage a wide network of highly skilled developers and builders/contractors to bring potential end users to the table if one does not already exist. Our prequalified list of subcontractors eliminates firms that do not have an exceptional safety record matched with impeccable technical skills. Having safe and experienced subcontractors saves budget by getting the work done correctly, the first time.

2c. Stantec's methods and controls for Implementation and Addressing Scope of Work Issues

For each project, Stantec starts with a kickoff meeting with the client to establish objectives, tasks, budget, and schedules. If grant funding is obtained, activities under each funding source will be tracked under a separate project number with separate invoicing.

Schedule and budget are tailored as appropriate to meet project objectives and funding agency requirements. Stantec is often responsible for the management of approved budgets and schedules, site tracking, and management of subconsultants and subcontractors associated with brownfield projects. Stantec provides project specific status updates on a bi-weekly or monthly basis. We have found that open communication regarding the project status and findings avoids any scope of work issues and allows you to reallocate project goals and budgets as needed for priority sites. We provide updates by task in a letter with each invoice. Stantec prepares presentations as appropriate for community (e.g., Brownfield Advisory Committee, City Council, etc.) meetings providing updates on the implementation status of the City's and other funding programs and solicit input from the community on specific sites or revitalization needs. A detailed methodology of how each task will be implemented is included in the Project Budget section.

Quality Control/Quality Assurance Process

- **Define Acceptance Criteria:** Define what "done" means, from no defects to satisfying code requirements and conforming to client's specifications.

- **Develop a Quality Management Plan (QMP):** Quality will be integrated into the project through the implementation of detailed processes and guidance contained in the QMP.

- **Utilize Quality Control Checklist:** Qualified reviewers utilize checklists at defined checkpoints to confirm that quality complies with the QMP and specifications.

- **Correct Work:** When a task does not meet the standards of the acceptance criteria, the work needs to be corrected. Correct the problem. Verify it meets the quality standards.

- **Prevent Future Deficiencies:** If a repetitive quality trend is detected, develop a Corrective and Preventative Action Report and adjust the QMP so it does not happen again.

3. Project Staff

3a. When it comes to implementing Brownfield Programs, we are the experts.

Our National Brownfields and Community Revitalization Program includes 75 senior-level brownfield specialists who routinely work with our local technical experts in offices throughout the US to deliver funding and implementation results to our diverse clientele. Environmental staff in our local DePere office have the resources to assist the City in implementing their Brownfield Program and leveraging additional grant funds to facilitate the redevelopment of catalyst sites.

What kind of team does it take to provide you with the right combination of enthusiasm, qualifications, and experience for this project? It takes a team that works together and is driven to achieve. At Stantec, we collaborate across disciplines to bring projects to life. We are ready to be your project partner and meet your needs in a creative and personalized way. The key members of our team bring a diverse background and experience related to US EPA brownfields, remediation monitoring, soil contamination, environmental management, documentation, and funding.

This combination of our unique strengths and passions, knowledge, and experiences makes it possible for us to deliver successful projects and advance the quality of life in our community.

Stantec has assembled a dynamic project team with exceptional expertise in implementing Brownfield Programs including securing federal, state, and local brownfield assessment and cleanup grants. The team has the experience and expertise needed to address the full range of technical, legal, financial, and other challenges associated with priority brownfields in the City.

Certified Professionals

Stantec's professional geologists are all registered in accordance with the requirements of Chapter (ch.) GHSS 2 of the Wisconsin Administrative Code (WAC) or licensed in accordance with the requirements of ch. GHSS 3 WAC. Stantec's professional engineers are registered in accordance with the requirements of ch. A-E8 WAC. In addition to professional registrations, members of the team leading field work are all qualified environmental professionals (QEP), as that term is defined by the American Society for Testing Materials in ASTM 1527-21.

Stantec's contaminant hydrogeologists and brownfields staff all maintain appropriate Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) certified safety training. The team routinely works in the ch. NR 700 WAC rule series in Wisconsin, preparing reports for all phases of environmental assessment work in strict compliance with state requirements and Wisconsin Department of Natural Resources (WDNR) guidelines.

We work within the ch. NR500 and ch. NR600 WAC rule series in collaboration with solid and hazardous waste landfills to manage investigative derived wastes and wastes generated during cleanup of brownfield properties.

Stantec has strong working relationships with United States Environmental Protection Agency (USEPA) Staff in the Resource Conservation and Recovery Act (RCRA), Superfund and Toxic Substances Control Act (TSCA) programs.

Assisting and Coordinating with the City

Lynelle Caine will serve as the project manager during the duration of the project and will be responsible for day-to-day management of project activities, coordination with the City, and addressing any issues that arise. **Evan Weber** will serve as the assistant project manager. Lynelle has successfully worked together with members of her team for more than 20 years writing and implementing brownfield grants including US EPA Brownfield Cleanup, US EPA Revolving Loan Fund, and WEDC Brownfield cleanup grants communities such as Green Bay, Ashwaubenon, Manitowoc, Neenah, Wausau, and Sheboygan.

Serving as our Quality Assurance/Quality Control (QA/QC) lead is **Stu Gross**. Stu is a professional geologist with 29 years of experience involving the investigation, remediation, and redevelopment of brownfields. Stu will complete a QA/QC review on all elements of the project to ensure consistency, clarity, and compliance. Our team's landscape architect/urban planners, **Sarah McDonald** and **Tom Leighton**, will apply their more than 37 years of experience in urban design and landscape architecture. Sarah and Tom will also help lead the public outreach initiative and will provide strategies to best engage the public when needed.

Resumes for our team including relevant project experience and years working on brownfields and key clients are included on in the next section. An organizational chart of team members, including subcontractors, their roles, and how they are organized is displayed on the following page.

Team Members and Related Project Experience

Across Wisconsin and nationally, our award-winning brownfield team has implemented hundreds of redevelopment projects. What we have learned is that each project is unique and the needs are very fluid depending on the funding sources, the community, the site conditions, infrastructure, and the environmental conditions. At Stantec we always operate with Community in Mind and are prepared to support the City of De Pere to make this project a success. Stantec has urban planners; landscape architects; recreational and sports designers; remediation and sustainability experts; wetlands, waterfront, and ecology scientists; architects; infrastructure engineers; and hundreds of other creative staff waiting to serve you. Please review our team's relevant experience listed below.

PERSONNEL RELEVANT EXPERIENCE

Name/Role	Years of Experience	US EPA/ WDNR Program Requirements	QAPP, ABCA/ RAP, HASP, MMP	Remedial Design	Remediation Oversight/ Monitoring and Documentation	Site Assessment	Grant Management/ Reporting	Community Outreach
Lynelle Caine *Project Manager*	29	●	●	●	●	●	●	●
Evan Weber *Assistant Project Manager*	9	●	●	●	●	●	●	●
Harris Byers *Brownfield + Property Reuse Specialist*	20	●	●	●	●	●	●	●
Stu Gross *QA/QC - Environmental/ Hydrogeology*	29	●	●	●	●	●	●	●
Jeff Brand *Phase I and II ESAs*	22	●	●	●	●	●	●	●
Hiedi Waller *QA/QC Engineering*	34	●	●	●	●		●	
Chris Hatfield *Phase I ESA*	28	●	●	●	●	●	●	●
David Holmes *Brownfield + Property Reuse Specialist*	37	●	●	●	●	●	●	●
Tyler Hischke *Phase I ESA*	4	●	●	●	●	●		
Sydney Herman *Phase I ESAs*	1					●		
Sarah McDonald *Community Outreach /Reuse Planning*	13	●						●
Tom Leighton *Community Outreach /Reuse Planning*	24							●
Paul Eickenberg *Geotechnical Engineer*	25			●		●		
Yong Wu *Geotechnical Engineer*	21					●		
Aaron Volkening *Stormwater Engineer*	23	●		●				

3b. Organizational Chart

CITY OF DE PERE
Director of Development Services
Daniel Lindstrom

WDNR Brownfield Coordinator
Tauren Beggs
WDNR WAM Administrator
Gena Larson

Project Manager
Lynelle Caine

Brownfield + Property Reuse Specialists
David Holmes PG
Harris Byres PhD

Assistant Project Manager
Evan Weber

QA/QC Review
Stu Gross PG
Environmental/Hydrogeology
Hiedi Waller PE
Engineering

BROWNFIELD PROGRAM IMPLEMENTATION

Program Development and Brownfield Prioritization
Lynelle Caine
Harris Byers, PhD
Stu Gross, PG

Phase I ESAs
Lynelle Caine
Chris Hatfield, PG
Jeff Brand
Evan Weber
Tyler Hischke, PG
Sydney Herman

Sampling Analysis Plans, Phase II ESAs and NR 716 Site Investigations
Jeff Brand
Evan Weber
Tyler Hischke
Hiedi Waller, PE
Stu Gross, PG

Pre-Demolition Regulated Building Material Surveys
NorthStar Environmental Testing, LLC

Remedial Planning
Lynelle Caine
Evan Weber
Jeff Brand
Hiedi Waller, PE
Stu Gross, PG

Remedial Oversight, Closure Requests, and Continuing Obligations
Hiedi Waller, PE
Evan Weber
Stu Gross, PG
Lynelle Caine
Tyler Hischke
Sydney Herman

Stormwater Management
Hiedi Waller, PE
Aaron Volkening, PE

Reuse Planning and Community Outreach
Sarah McDonald PLA, CLARB, ASLA
Tom Leighton AICP, EDFP

US EPA/WDNR/WEDC Grant Application Management
Lynelle Caine
Harris Byers PhD
Evan Weber

Subcontractors (As Appropriate)
Geiss Soil Samples, LLC
NorthStar Environmental Testing, LLC
Eurofins TestAmerica Laboratories

Geotechnical Services
(As-Needed for Remedial Design)
Paul Eickenberg, PE
Yong Wu, PE

LYNELLE CAINE

Ms. Caine has more than 29 years of professional experience as an environmental consultant. As a Senior Project Manager/Senior Associate in Stantec's Environmental Service Business Sector, Lynelle specializes in revitalizing and redevelopment of abandoned and underutilized commercial and industrial properties by working closely with municipalities and private developers. These projects are performed under multiple regulatory programs including US EPA Region 5, Wisconsin Department of Natural Resources (WDNR), and the WDNR voluntary party liability exemption (VPLE) program.

With this experience, she is able to support local units of government with redevelopment of brownfield properties. This is done through assessment and remediation of environmental concerns and often helping procure federal and state grants and other funding sources to off-set the environmental cleanup costs often associated with these redevelopment efforts. In addition to brownfield redevelopment, Lynelle specializes in identifying and securing grants funds for local government units, private developers, community-based organizations, and non-profits by helping her clients identify strategic partnerships, strategize matching funds, and provide community outreach to engage public support. Lynelle has been the primary grant writer for a wide variety of projects securing funds under various state and federal grant programs including but not limited to Community Development Block Grants (CDBG); US EPA brownfield assessment, cleanup, and area-wide planning grants; and Wisconsin Economic Developments (WEDC) Community Development Investment (CDI) grant, Site Assessment Grant (SAG), IDLE Site, and Brownfield Redevelopment programs.

Senior Associate
Senior Project Manager

EDUCATION
BS, Saint Norbert University,
Geology, De Pere, WI, 1994

CERTIFICATIONS
OSHA
Health & Safety Training
for Hazardous Waste Operations,
8-hour Refresher, 2016

OSHA
Health & Safety Training
for Hazardous Waste Operations,
40-hour, 1994

Brownfield Grant Writing, Various Clients, WI
Lynelle has assisted in preparation of numerous successful State and Federal Brownfield grant applications totaling over $10 million to assess, investigate and cleanup brownfield sites throughout Wisconsin. These grants included the following:

Municipal Clients

- City of Green Bay: $2 million total in US EPA Grants in 2013, 2017, 2019, and 2020 which includes four US EPA Brownfield Community Wide Assessment (CWA) grants, one US EPA Brownfield Area-Wide Planning (AWP) grant, and one Revolving Loan Fund (RLF) grant. In addition, two WEDC Brownfield grants totaling $1 million for the Shipyard Redevelopment project.
- City of Green Bay Redevelopment Authority (RDA): $500,000 US EPA Brownfield Cleanup grant for the Shipyard Redevelopment Project.
- City of Neenah: $1.3 million if state funding for redevelopment of the former P.H. Glatfelter Mill Redevelopment Site which included two WEDC SAGs, 2 WDNR Ready for Reuse Grants; and one WEDC Brownfield grant. In addition, a $400,000 US EPA Brownfield CWA grant was also obtained.
- City of Stevens Point: $600,000 in brownfield assessment grant funds through two US EPA Brownfield CWA grants.
- City of Marinette: $400,000 in brownfield assessment grant funds through two US EPA Brownfield CWA grants.
- Village of Ashwaubenon: $37,500 in WEDC Brownfield SAG funds which led to private redevelopment along the Fox River.

Private Developers/Other Entities

- DDL Holdings (Rail Yard Innovation District), Green Bay, WI: Helped secure two WEDC Brownfield grants totaling $1 million for cleanup efforts of a multi-parcel 16 acre 100-year-old industrial property vacant for over a decade.
- Eight Street New Jersey, Sheboygan, WI: $350,000 WEDC Brownfield grant.
- GB Hotel, Ashwaubenon, WI: $497,000 WEDC Brownfield Grant
- Manseau Flats, Ashwaubenon, WI: $500,000 WEDC Brownfield Grant
- T-Wall Enterprises, LLC, Green Bay, WI: $500,000 WEDC Brownfield Grant
- Marinette County Association of Business and Industry, Marinette, WI: $500,000 WEDC Brownfield Grant

Tecumseh Mill Demolition | City of New Holstein
Lynelle assisted the City of New Holstein in obtaining two grants totaling $1.16 million (2021) for demolition of an abandoned 100-year-old mill that has sat vacant for over a decade. Not only did Lynelle help the City obtain a $250,000 WEDC IDLE sites grant and a $910,660 CDBG-CLOSE grant but strategized with the City to identify funding options to finance the remainder of the project through ER TIF and other resources.

Brownfield Revitalization and Implementation Experience | City of Green Bay, WI (Project Manager)
Lynelle worked closely with the City of Green Bay for nearly a decade and successfully helped the City obtain over $3.5 million in state and federal grant funds to revitalize brownfield sites throughout the City. One of Stantec's first significant projects in the City was the remedial oversight and closure of the former Younkers Department Store, which facilitated the construction of Hagemeister Park. Recently, she has worked closely with City staff and private developers to complete environmental assessment and cleanup in the downtown and surrounding areas to facilitate redevelopment, including the KI Expansion Center, the Metreau, City Deck Landings, Whitney School, former Larsen Cannery, Friar House Flats, and many more. Through these projects Lynelle worked closely with the City staff, design build contractors, architects and the general contractors.

US EPA Brownfield Assessment Grant Implementation | City of Neenah, WI (Project Manager)
Lynelle provided technical and management oversight for implementation of two US EPA Brownfield Assessment Grants for petroleum and hazardous substances awarded to the City of Neenah, Wisconsin. The grants were utilized to inventory Brownfield properties, perform environmental assessments, conduct remedial planning and assist with community involvement activities. As part of this grant, conceptual reuse alternatives and renderings were developed for key brownfield sites along the Commercial Avenue corridor taking into consideration environmental impacts.

US EPA grant funds have been critical in beginning redevelopment efforts within the City of Neenah to effectively reuse land once burdened by environmental impacts. Notably, five individual parcels were assessed under the US EPA assessment grant that resulted in the construction of Gateway Towers, a five story, 60,000-square-foot, multi-tenant office building downtown.

Redevelopment of Larsen Green Cannery, Railyard Innovation District | Green Bay, WI
Since 2014 , Lynelle has provided environmental services associated with the on-going redevelopment efforts with the Rail Yard Innovation District (Rail Yard) in Green Bay. The approximate 20-acre property was formerly part of a large canning facility referred to as the Larsen Canning Company. The Larsen Canning Company operated at the Property as a vegetable cannery until its closure in 2003. In support of cannery operations, the Property historically contained multiple large warehouses, support buildings, numerous railroad tracks/spurs, and a roundhouse. Stantec aided redevelopment through assessments, reuse and remedial action planning, remedial oversight, and helping obtain grant funding. Our team also designed a WDNR approved site-wide remedial action plan which allowed the beneficial reuse of low impact materials on and off site with a limited volume of soil being landfilled. Capping of the entire site with clean soil and/or an impermeable surface is the approved remedial alternative to address contaminant impacts at the Site. This plan has effectively saved hundreds of thousands of dollars through reduced trucking and soil disposal costs. Redevelopment activities completed to date include construction of townhomes, Broadway Lofts, and reuse of existing structures for commercial space and business offices with one separate housing unit currently under construction. Being located in an opportunity zone, the use of WHEDA tax credits and historic preservation tax credits were a few of the many financial tools used to fund the redevelopment efforts at the Site.

Glatfelter Mill Redevelopment | Neenah, WI
Since 2008, Lynelle has been the Project Manager leading the investigation and remediation at the Glatfelter Mill site. This project involved transforming a 16-acre site from an abandoned paper mill in the City's downtown to a catalyst mixed use redevelopment destination that includes the Plexus Global headquarters, a health care clinic, two market rate housing redevelopments, Gateway Plaza, Legacy Park, and the Plaza at Gateway Park (an outdoor ice rink and warming shelter). There were numerous challenges associated with redevelopment of this 130-year-old paper mill site that extended over periods of economic uncertainties. The huge size of the specialized mill buildings and the cost associated with their demolition were initial challenges. In order to reduce costs and to conduct the demolition in a sustainable manner that would maximize reuse of materials, three key strategies were implemented. First, basement floor slabs and foundation walls were left in place throughout a majority of the site to serve as engineered barriers to prevent direct contact with fill materials during construction, and to eliminate the waste of disposing of an enormous volume of material with little associated economic or environmental benefit. Secondly, following asbestos abatement, all inert demolition materials were segregated into materials with and without lead-based painted surfaces. The material without lead-based paint was crushed and reused as fill in portions of the site. Lastly, the pervasive ash fill material was capped with a two-foot clay cap or another impermeable material (e.g., asphalt or concrete) wherever a slab was absent. During redevelopment of other portions of the site approval was obtained to place excess ash fill and masonry containing lead-based paint in a screen berm on the adjacent Arrowhead Park. This resulted in significant cost savings the City and the developer. WDNR case closure of three separate WDNR cases has been granted with issuance of a certificate of completion under the VPLE program pending. After more than a decade of revitalization efforts, Lynelle is currently overseeing the final remedial efforts associated with the three remaining parcels that make up the former mill site totaling over $100 million in private/public investment at the Site.

EVAN WEBER

During almost a decade at Stantec, Evan has contributed to the successful implementation of brownfield investigation and remedial techniques on project he is involved. Evan contributes to projects via the completion of Phase I and II Environmental Site Assessments (ESAs), site investigations, and remedial plans. He often manages contractors and conducts oversight to ensure projects are completed on time and budget while adhering to design specification. As a specialist working with contaminated properties, Evan enjoys collaborating with communities and stakeholders to put local brownfields into new, viable, and vibrant use through implementation of state and federal grants projects. As a part of the Stantec team, Evan's diverse knowledge and skills allow him to bring innovative perspectives to solve the challenges brownfields present. He knows we are all better together and looks forward to working with clients and colleagues to accomplish specific projects and tasks.

Evan provided field services and subcontractor oversight for multiple US EPA Brownfield Site Assessment Grants for petroleum and hazardous substances. Duties included preparation of Eligibility Determinations, Phase I and II ESAs, Site Specific, Sampling and Analysis Plans (SSSAPs), Health and Safety Plans (HASPs), street corridor surveys, and environmental assessment report preparation. Evan often takes part in client and regulatory agency interaction and the selection of remedial options for brownfield sites.

Environmental Scientist

EDUCATION
BS, Earth Science
Marquette, Michigan, 2014

REGISTRATIONS
State of Wisconsin
Certified Pesticide Applicator

CERTIFICATIONS
HAZWOPER
OSHA, 8 Hour Refresh
Green Bay, Wisconsin, 2017

Health & Safety Training for Hazardous Waste Operations, OSHA, 40-Hour
Green Bay, Wisconsin, 2015

UW-La Crosse
Advanced Wetland Delineation Training, 2017
Basic Wetland Delineation, 2017

University of Minnesota
Erosion and Stormwater Management, Construction Installer, 2017

Erosion and Stormwater Management, Construction Site Management, 2017

Excavation and Trenching Safety
Green Bay, Wisconsin, 2016

FEMA - ICS-100, IS-0100.b, Introduction to Incident Command System Green Bay, Wisconsin, 2016

US EPA Brownfields Assessment Grant, Neenah, WI
Evan provided field services and subcontractor oversight for two U.S. EPA Brownfield Site Assessment Grants for petroleum and hazardous substances awarded in 2012 to the City of Neenah, Wisconsin. Duties included preparation of Eligibility Determinations, Phase I and II ESAs, Site Specific, Sampling and Analysis Plans, Health and Safety Plans, street corridor surveys, field sampling report preparation, client and regulatory agency interface, selection of remedial options, and supervision of remediation techniques.

US EPA Brownfields Assessment Grant, Green Bay, WI
Evan provided field services and subcontractor oversight for two U.S. EPA Brownfield Site Assessment Grants for petroleum and hazardous substances awarded in 2013 to The City of Green Bay,, Wisconsin. Duties included preparation of Eligibility Determinations, Phase I ESAs, Site Specific Sampling and Analysis Plans, street corridor surveys, Health and Safety Plans, field sampling report preparation, client and regulatory agency interface, selection of remedial options, and supervision of remediation techniques.

Brad Foote Gear Works Petroleum Remediation Oversight
Evan contributed to remediation of a historic release of heavy petroleum at a closed gear works in the suburbs of Chicago, Illinois. Remediation efforts included planning and oversight of remedial excavation as well as confirmation sampling. Site work was completed on budget despite logistic challenges of removing materials from within site buildings with limited space.

Neenah Site 7 Development Project, Neenah, WI
Evan oversaw the removal of metal, PAH, and VOC contaminated soil on a site within the City of Neenah in line with construction of a multi-story office building. Evan directed sub-contractors to delineate excavation and provide soil sampling services.

Wausau Riverfront Redevelopment, Excavation Oversight, Wausau, WI
Evan oversaw the removal of metal and TCE contaminated soil on a large brownfield site within the City of Wausau adjacent to the Wisconsin River. Evan directed sub-contractors to keep the project on task and provide soil and groundwater sampling services. Evan's activities have contributed to successful community development and revitalization which has brought downtown Wausau back to life.

Tannery Falls Apartments, Sheboygan Falls, WI
Working in partnership with Sheboygan County, Stantec prepared three applications for the FY 2014/2017/FY2019 federal US EPA grant competition–all of which were successfully funded resulting in $1 million for projects implemented by Stantec. Grant funded activities performed by Stantec included several Phase I and II ESAs and NR716 site investigations, remedial planning for three market rate apartment redevelopments, and asbestos assessments for historic building renovations.

Railyard Innovation District, Green Bay, WI
Since 2014 Stantec has provided environmental services associated with the on-going redevelopment efforts with the Rail Yard Innovation District (Rail Yard) in Green Bay. The approximate 20-acre property was formerly part of a large canning facility referred to as the Larsen Canning Company. The Larsen Canning Company operated at the property as a vegetable cannery until its closure in 2003. In support of cannery operations, the Property historically contained multiple large warehouses, support buildings, numerous railroad tracks/spurs, and a roundhouse.

The Shipyard, Green Bay, WI
Stantec is working with the City to design a rich assortment of attractions and programming that will provide visitors and residents with a year-round destination to gather. Our design team completed an extensive survey of the project area, performed a structural analysis of the subsurface soils, and prepared site planning and mass grading plans and public improvement plans. We facilitated program discussions for The Shipyard park improvements and are working with the City on design development of The Shipyard amenities and associated support infrastructure (regional trail connections, safe railroad crossing, parking lots, road reconstruction). Throughout the project we have maintained careful focus on options that the City residents desire, local businesses can champion, and the City can realistically operate and maintain.

Back 40 Wetland Mitigation Banking, Menominee, MI
Evan worked with a team of Stantec personnel requested to map approximately 400 acres as part of the installation of a new gold mining operation. Tasks included delineating wetlands as well as mapping streams, open waterbodies, vegetative communities and potential infrastructure.

Wisconsin Main Replacement, Plymouth to Chilton, WI
Evan worked with a Stantec team performing a wetland delineation and land-use cover mapping for a proposed natural gas main replacement. Approximately 30 miles of field work were completed over three weeks on budget and on schedule.

Environmental Site Assessments, Various Locations, Wisconsin
Evan has performed numerous Phase I Environmental Site Assessments for locations in Wisconsin and Minnesota to identify past or present recognized environmental concerns. Investigations included analyzing data retrieved via historical resources, stakeholder interviews, and site reconnaissance.

Phase II Environmental Site Assessments, Various Locations, Wisconsin
Evan has conducted numerous Phase II ESAs at multiple petroleum sites throughout Wisconsin. Project tasks included characterization and delineation of extent of soil and groundwater contamination using geoprobe techniques. Evan's efforts have aided in the successful remediation and case closure of multiple properties in the state of Wisconsin.

Wetland Restoration, Ishpeming, MI
Evan helped a team of Stantec personnel restore valuable wetland habitat in the Upper Peninsula of Michigan. Restoration took place to restore valuable habitat after the construction of a natural gas pipeline. Restoration included reintroducing native wetland plant species to areas damaged or destroyed by pipeline installation activities.

HARRIS BYERS

Dr. Byers has more than 20 years of professional consulting experience designing and managing investigation, remediation, and redevelopment projects at a wide variety of Brownfield properties. He has extensive experience in envisioning, preparing, and administering US EPA, State, Federal, and local Brownfield assessment, cleanup, planning, and research grants. He has prepared applications for and/or managed over $11,000,000 in Brownfield grant funded projects for a wide range of clients, including local units of government, research institutions, private developers, and local community-based non-profit organizations. As a direct result of strategic implementation of these grants, grantees have successfully leveraged over $250,000,000 in additional private redevelopment funds, local Brownfield redevelopment funds, state Brownfield redevelopment funds, and additional EPA Brownfield grant funds.

Associate, Hydrogeologist

EDUCATION

PhD, University of Wisconsin-Milwaukee, Geosciences, Milwaukee, WI, 2019

MS, University of Georgia, Agronomy, Athens, Georgia, 2004

BS, University of Georgia, Science Education, Athens, Georgia, 2000

REGISTRATIONS

State of Wisconsin
Certified Pesticide Applicator

CERTIFICATIONS

OSHA Hazardous 40 h Waste Site Worker Trained
National, US, 2014

NIH CITI Training &
NIH PHRP Training
National, US, 2014

Confined Space Entry
National, US, 2014

US EPA Brownfields Community-Wide Assessment Grant Implementation, Manitowoc, WI, Senior Brownfields Project Manager

Harris is serving as the Sr. Brownfields Project Manager/lead grant writer during implementation of USEPA CWA Brownfield Grants for petroleum and hazardous substances awarded to the City in FY15. Activities include completing property eligibility determinations, negotiating Site access agreements and designing and conducting Phase I ESA evaluations per ASTM E1527-13.

Work includes preparing SOPs, completing a QAPP and annual updates, developing SAPs, designing and conducting Phase II ESAs in accordance with ASTM E1903-97(2002); development and submittal of Site Investigation Work Plans for state regulatory agency review; preparation of Site Investigation and Remediation Work Plans in accordance with state statutes; and preparation of Closure Requests.

US EPA Brownfields Cleanup Grant Implementation, Wausau, WI, Senior Project Hydrogeologist

Harris is currently serving as the Sr. Project Hydrogeologist during implementation of two cleanup grants in the City of Wausau, Wisconsin. Tasks have included preparation of multiple ch. NR 716 Site Investigation Reports, ch. NR 722 Remedial Action Options Reports, and ch. NR 724 Remedial Action Plans.

Brownfield Grant Writing, Various Locations, Wisconsin and Indiana

Authored and coauthored more than a 15 successful State, Federal, and local brownfield assessment, cleanup, planning, and/or research grants for municipal and non-profit clients. Harris has worked with units of local government, research universities, research hospitals, and local community-based non-profit groups in pursuing these grants. Harris has had significant success in strategizing and preparing successful grant applications for first-time applicants as well as providing long-term strategic grant planning for established grantees. As a direct result of strategic implementation of these grants, grantees have successfully leveraging over $25,000,000 in private redevelopment funds, local Brownfield redevelopment funds, state Brownfield redevelopment funds, and additional USEPA Brownfield grant funds.

US EPA Brownfields RLF Cleanup Grant Implementation, Racine, WI
RL F Grant Specialist, 2015

Harris is currently serving as the RLF grant specialist during implementation of an RLF by the City of Racine, Wisconsin. Future ongoing tasks include preparation of ABCA, Site Visits to confirm project compliance with approved loan, ACRES updates, and reviewing/approving invoices. Mr. Byers retains responsibility for documenting and reporting compliance with the Davis Bacon Act and SBE/MBE/WBE fair share objectives.

US EPA Brownfields CWA Grant Implementation *, Wauwatosa, Wisconsin, Senior Brownfields Project Manager
Harris served as the Brownfields Project Manager and lead grant writer during implementation of four USEPA Community-Wide Brownfield Site Assessment Grants for petroleum and hazardous substances awarded to the City Wauwatosa, Wisconsin. Activities included designing and conducting Phase I ESA evaluations per ASTM E1527-05; designing and conducting Phase II ESAs in accordance with ASTM E1903-97(2002); development and submittal of Site Investigation Work Plans for state regulatory agency review; preparation of Site Investigation and Remediation Work Plans in accordance with state statutes; and preparation of Closure Requests. In addition, tasks included data acquisition and designing and maintaining a custom GIS Brownfield database containing a large variety of static and dynamic datasets, including state and federal database records; historic Sanborn Fire Insurance and plat maps; historic orthophotographs; and property-specific use documentation. Development of the custom GIS database included. Additional activities included regulatory liaison, negotiation with regulatory agencies, public outreach. Unique data analysis included parametric and nonparametric statistical modeling/analysis of environmental data & development of USEPA-Approved QAPPs and SOPs. Harris assisted the City in completing all federal grant reporting requirements to maintain compliance with USEPA Cooperative Agreements and requirements of the American Recovery and Reinvestment Act of 2009.

US EPA Brownfields RLF Cleanup Grant Implementation, Manitowoc, WI, Brownfields Project Manager
Harris is currently serving as the RLF project manager during implementation of an RLF by the City of Manitowoc, Wisconsin. Ongoing tasks include preparation of eligibility determinations, site access agreements, technical/peer reviews of site investigation and remedial action plans, preparation of ABCAs, facilitate Section 106 reviews, complete decision memorandums, conducting Site Visits to confirm project compliance with approved loan, ACRES updates, and reviewing/approving invoices. Work has included development of CIP and Administrative Records. Mr. Byers will document compliance with the Davis Bacon Act and SBE/MBE/WBE fair share objectives. Additional tasks include preparation of quarterly reports, ACRES updates, and regulatory agency correspondences.

US EPA Brownfields Community-Wide Assessment Grant Implementation, Multiple Communities, Senior Brownfields Project Manager
Dr. Byers is serving as the Sr. Brownfields Project Manager/lead grant writer during implementation of numerous USEPA CWA Brownfield Grants for petroleum and hazardous substances awarded to multiple communities in the Midwest. Ongoing activities include completing property eligibility determinations, negotiating Site access agreements and designing and conducting Phase I ESA evaluations per ASTM E1527-13. Work includes preparing SOPs, completing a QAPP and annual updates, developing SAPs, designing and conducting Phase II ESAs in accordance with ASTM E1903-97(2002); development and submittal of Site Investigation Work Plans for state regulatory agency review; preparation of Site Investigation and Remediation Work Plans in accordance with state statutes; and preparation of Closure Requests. In addition, tasks include data acquisition and designing and maintaining a custom GIS Brownfield database containing a large variety of static and dynamic datasets, including state and federal databases historic Sanborn Fire Insurance and plat maps; historic orthophotographs; and property-specific use documentation. Additional activities included regulatory liaison, negotiation with regulatory agencies, public outreach.

STU GROSS

Stu's knowledge and experience in environmental consulting and project management spans 29 years. He is a professional geologist licensed in Wisconsin and currently serves as the environmental remediation team lead managing a group of employees that perform environmental services for a wide variety of client types. Stu has successfully managed and/ or personally completed a wide range of projects including: environmental due diligence related to property transactions, Brownfield redevelopment, remedial investigations and planning, industrial facility deactivation/deconstruction, mine reclamation planning, environmental compliance and geologic and hydrogeologic evaluations on a variety of proposed developments and non-metallic mining sites.

Principal, Business Center Practice Leader

EDUCATION
BS, Geology
(emphasis Hydrogeology)
Madison, Wisconsin, 1994

REGISTRATIONS
State of Wisconsin
Professional Geologist
#1201-13, 2003

State of Illinois
Professional Geologist
#196001290, 2010

CERTIFICATIONS
40-hour Health & Safety Training
for Hazardous Waste Operations
Milwaukee, Wisconsin, 1994

US EPA Brownfields Assessment Grant Implementation, Sheboygan County, WI, Project Manager
Providing technical and management oversight for implementation of two U.S. EPA Brownfields Assessment Grants for petroleum and hazardous substances awarded in 2014 to Sheboygan County, Wisconsin. The grants are being utilized to inventory Brownfield properties, perform environmental assessments on select sites, conduct remedial planning and assist with community involvement activities as part of a three-year contract. All data is being managed utilizing geographic information system (GIS) and other data management tools.

US EPA Community-wide Brownfields Assessment Grant Implementation, Marinette County, WI, Due Diligence Team Lead
Provided technical oversight for phase I and II ESA activities associated with the implementation of two US EPA Community-wide Brownfields Assessment Grants for petroleum and Hazardous Substances awarded in 2010 and 2011 to Marinette County, Wisconsin. Funding was used to complete a brownfield inventory including a heavy GIS component, Phase I and II ESAs, site investigations, reuse planning alternatives for a failing mall, and development of remedial action plans for multiple properties.

US EPA Community-wide Brownfields Assessment Grant Implementation, Neenah, WI, Due Diligence Team Lead
Provided technical oversight for phase I and II ESA activities associated with the implementation of two US EPA Community-wide Brownfields Assessment Grants for petroleum and Hazardous Substances awarded in 2012 to the City of Neenah, Wisconsin. Funding is being used to inventory Brownfield properties, perform environmental assessments on select sites, conduct remedial planning and assist with community involvement activities as part of a three-year contract.

US EPA Community-wide Brownfields Assessment Grant Implementation, Green Bay, WI, Due Diligence Team Lead
Provided technical oversight for phase I and II ESA activities associated with the implementation of two US EPA Community-wide Brownfields Assessment Grants for petroleum and Hazardous Substances awarded in 2013 to the City of Green Bay, Wisconsin. Funding is being used to inventory Brownfield properties, perform environmental assessments on select sites, conduct remedial planning and assist with community involvement activities as part of a three-year contract.

Whitestone Village Brownfield Redevelopment, Menomonee Falls, WI, Project Manager
Provided technical and project management assistance for $180M multi-year brownfield redevelopment project. Project includes contracted services for two developers and the Village including assessment and remediation of multiple contiguous former industrial properties totaling over 100 acres for redevelopment to mixed residential and retail use. Project was complicated by the presence of hazardous solvent waste, PCB contamination, wetland contamination, and compressed schedules required for site construction. Also included civil design and construction over site including street, storm water and sewer/water improvements which were coordinated with remedial activities. The site is one of the largest redevelopment sites in suburban Milwaukee, both in terms of its land area and the value of the expected development (>$100 million) which will include a Costco store, 3 mid-box retail stores, a hotel, and approximately 340 market rate apartments.

Domtar Paper Company, LLC, Rothschild, WI, Project Manager
Stu is managing various environmental aspects related to the recently completed construction of a new biomass cogeneration facility on portions of Domtar's property in Rothschild, Wisconsin. The project involves the construction of several buildings, structures, storage areas, and a storm-water treatment area. To achieve this goal, approximately 60,000 cubic yards of soil required off-site disposal since historic fill containing cinders and various building materials present in these areas is unsuitable to support future structures. Much of the fill material was also contaminated with various metals, volatile organic compounds, and polycyclic aromatic hydrocarbons. Stantec managed and performed many aspects of the project including completion of an extensive soil sampling to characterize the historic fill, preparation of a project work plan to guide environmental aspects of the project and obtain WDNR concurrence with the proposed activities, preparation of a Regulated Materials Management Plan to guide construction activities and address unexpected wastes or contaminated media potentially encountered, coordinate and obtain approval from local disposal facilities, and day to day field observation and soil screening with a PID to document contaminant concentrations and properly manage encountered materials. Current activities include a site-wide valuation of groundwater quality. The project was initiated in mid-2011 and continues through the present day.

Lilydale Regional Park Remedial Action Plan, St. Paul, MN, Project Manager
Provided technical and management oversight for the Lilydale RAP project, which involved development of a Response Action Plan (RAP) for two dump sites within the 384-acre Lilydale Regional Park. This project was one of the first steps in St. Paul's planned $13.7 million park improvement project. The RAP was used to guide remedial activities while protecting public health and the environment. Additional services provided include wetland delineation, floodplain modeling, and a sanitary sewer study. The project stemmed from a Natural Resources Management Plan also completed by Stantec.

Sacred Heart Redevelopment, St. Francis, WI, Project Manager
Provided technical and management oversight which included a due diligence and building decommissioning services at Sacred Heart Jesus Property in St. Francis, WI. These services were instrumental in the redevelopment of the property into a senior living facility and community center.

Underground Storage Tank Evaluation, Multiple Locations, Project Manager
Responsible for remedial investigation, evaluation of remedial alternatives, state agency liaison and remedial action plan preparation and implementation related to numerous underground storage tank (UST) system releases of petroleum and chlorinated solvent compounds in Wisconsin, Illinois, Iowa and Indiana. Many of the projects were completed utilizing State reimbursement programs.

Cascade Lake Park Redevelopment, Rochester, MN, Project Manager
Stu authored the mining reclamation plan, which provided guidance for minimizing all environmental issues related to the former site operations. Stantec developed a visionary master plan for this 200-acre city oasis that once housed mining operations. The Master Plan includes recreational features for boating and swimming, an interpretive trail system highlighting natural resources and the site's cultural history, picnicking, fishing, gathering, and concert facilities.

Resume Bios

Why choose us? Get to know our team to find out why.

Hiedi Waller, ***PE***
Grant Research

Hiedi's experience in engineering and project management spans more than 30 years. As a senior registered engineer, Hiedi provides support on contaminant investigation and remediation projects for both soil and groundwater contamination. Hiedi has put her property assessment and contaminant management skills to use on numerous brownfield redevelopment and brownfield program coordination projects.

Jeff Brand
Field Support

Jeff has completed numerous Phase I and II ESAs, Health and Safety Plans, Site Investigations, Soil and Groundwater Sampling Reports, and Case Closure Reports at brownfield, industrial, commercial, and landfill sites with hazardous substance contamination. His US EPA Brownfield experience includes work in Neenah, Green Bay, Marinette County, and Stevens Point, Wisconsin.

Tyler Hischker, ***PG***
Phase I ESA

As part of the Stantec team, Tyler has regularly been designated as the field lead for Phase I and II Environmental Assessments performed as part of various US Environmental Protection Agency (US EPA) Brownfield Grants and assists in the creation and implementation of NR716 Site Investigation work plans.

Chris Hatfield, ***PG***
Phase I ESA

Chris is a professional geologist with more than 25 years of experience in environmental consulting and project management. His project experience includes property assessment, improvement, development for commercial, municipal, industrial, and utility-scale renewable energy redevelopment projects. His project management responsibilities include technical direction, data analysis, report writing, budget development and tracking, scheduling, and coordination of fieldwork.

Sarah McDonald,
CLARB, PLA
Community Outreach

Sarah has a passion for designing spaces that improves the relationship between people's quality of life and the built environment. Sarah's professional experience spans the realm of urban design, landscape design, brownfield redevelopment, and green infrastructure for a wide range of project markets. Sarah thrives on finding meaningful and unique ways of engaging with key community stakeholders for all the projects she works on.

Tom Leighton,
AICP, EDFP
Planner

As a certified planner, Tom brings decades of market experience to communities working to find the highest and best use of a brownfield in the 21st Century. Tom is working on several reuse plans throughout the east-central portion of Wisconsin and is well versed in the challenges facing the region.

Paul Eickenberg,
MSCE, MSLE, PE
Marine Structural Engineer

Paul is a professional civil engineer and former University of Minnesota civil engineering Instructor with 24 years of experience in the geotechnical, structural, and civil/ municipal industries. His career focus has involved slope stabilization, geotechnical testing and monitoring, dam inspections and repair, retaining and flood wall design and installation, general structural engineering, municipal roadway and utility design, and stream/coastline restoration through soft-armoring and submerged breakwater concepts.

Sydney Herman
Phase I ESA

Sydney has experience in Phase I Environmental Site Assessments (ESAs) which involve analyzing historical records, stakeholder interviews, conducting site reconnaissance, and compiling of a final written report. She also contributes to Phase II ESAs and Site Investigations through soil and groundwater sample collection and surveying.

Yong Wu, *PE*
Geotechnical Engineer

Yong's more than 19 years of professional experience includes the design and analysis of projects involving concrete dams, earth dams and embankments, tunnels, deep shafts, flood walls, pump stations, landfills, retaining structures, and deep and shallow foundations. He has extensive experience in planning and conducting subsurface investigations and laboratory testing, characterizing soil and rock engineering properties, and performing various engineering analyses.

Aaron Volkening,
PE
Stormwater Engineer

Aaron applies a mix of experience, theory, and technology to water resources planning and design. Aaron's design experience includes detention ponds, channels and streams, bridge and culvert crossings, storm sewers, and other infrastructure. He has worked extensively with regulatory compliance requirements in the areas of stormwater quantity and quality, navigable waterways, and floodplain management.

4. Project Budget

We understand that the City of De Pere has designated $400,000 to implement a Brownfield Program. As part of this Project, Stantec personnel would work closely with the City to maximize the City's existing funding and leverage additional grant funds to address brownfield sites. As mentioned previously, the proposed scope of work includes the following tasks; Task 1: Program Development, Task 2: Evaluation of (8) Catalyst Brownfield Sites, Task 3: Assessment, Remediation Planning, Onsite Remediation Work, and Task 4: Future Grant Application Support. We understand the project will be led by the City and supported by Stantec. The following sections lay out brownfield services Stantec anticipates providing as part of this project implementation as well as the estimated budgets for each task.

Proposed Scope of Work

Task 1: Program Development

As part of this task, Stantec will work closely with the City to develop a Brownfield Program to assess, cleanup, and redevelop brownfield sites within the City. The Brownfield Program will take into consideration how existing funds should be utilized, identify priority sites, identify steps required to build a sustainable program, and how to maximize State and Federal grant funding. This task is anticipated to evolve over time pending the needs of the City and as redevelopment opportunities arise. To begin the process, Stantec will hold regular meetings with City staff and other appropriate parties to cultivate ideas, develop strategies, and develop a sustainable program.

Task 2: Evaluation of (8) Catalyst Brownfield Sites

In general, work under Task 2 would consist of a review of existing project work, discussions with potential developers, establishing a timeline of probable next steps, identifying potential funding opportunities that align with project schedule, and creating an outline of proposed future work. The work will range from Phase I environmental site assessments (ESAs) to Remedial Action Options reports that evaluate the types/extents of potential remediation needed to redevelop sites for industrial, commercial, and/or multi-family residential purposes. This task may also include preparing project Cut Sheets or other deliverables associated with the catalyst sites to assist the City in marketing the Properties.

The eight catalyst sites are summarized below along with anticipated project work anticipated.

1) City Parking Lot site, 360 Main Ave: We understand Robert E. Lee and Associates have been working on this project. Remedial action planning will be needed as part of future redevelopment of the Site and ultimately to obtain case closure. Ideally, the City envisions this property to be redeveloped for mixed-use with affordable housing. Stantec can complete remedial action planning and remedial oversight activities as requested. Also, if applicable, Stantec would evaluate options to manage impacted soil at another site if needed. We would also focus on identifying additional grant funds to leverage remediation costs.

For the purpose of this proposal, Stantec included costs to review existing data, coordinate with the City and future developer about planned site reuse, and prepare a remedial action plan to manage impacted soil excavated during the redevelopment activities.

2) City of De Pere parking lot, South Broadway: We understand Cedar Corp is currently working on this site and is completing groundwater monitoring. Ideally, the site will be redeveloped in the future as townhomes, commercial, and other mixed-use spaces. Stantec could assist in developing a remedial action plan that aligns with the future use of the site and look into grant funding that could leverage cleanup associated with the future development plans as needed.

For the purpose of this proposal, Stantec included costs to review existing data, coordinate with the City and future developer about planned site reuse, and prepare a remedial action plan to manage impacted soil excavated during the redevelopment activities.

3) Joe's Service, 400 Main Avenue: The site is a former gas/service station and a Phase II ESA was recently conducted which identified contamination. The site, along with adjoining parcels, were identified in the City's West Downtown Vision Plan as being a prime redevelopment site. Preliminary data indicates high levels of petroleum in soil and groundwater. Further investigation and cleanup planning will be needed. Ideally, additional assessment would also be completed at the adjacent properties so redevelopment plan including all parcels could be configured.

For the purpose of this proposal, Stantec included costs to review of existing data and complete Phase I ESA(s) of the adjacent properties in accordance with the requirements of ASTM E1527-21, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. This Phase I ESA and future Phase I ESAs completed as part of this project will be conducted per the details provided in Attachment A.

4-7) Redevelopment Sites along Southern Bridge Route: Brown County is leading the construction of what is known as the southern bridge, slated to be constructed between 2025 to 2030. Several sites in the business park could provide exceptional redevelopment opportunities along the new route and the City is already being approached by potential developers. Four sites identified in this area are listed below. Stantec would review the status of each Property to develop "Cut Sheets" which will describe the project, known environmental impacts and options or impacts associated with development. This proposal includes costs to complete Cut Sheets for each of the sites listed on the next page:

a. Okeefe Property #2 (WDNR EM/RR BOTW (wi.gov)
b. Reliance Property (WDNR EM/RR BOTW (wi.gov)
c. Southbridge Business Park or GDC American Blvd (grass area west of GDC American Blvd.) WDNR BRRTS File
d. City Soil Piles, Parcel WD-1138 – (WDNR EM/RR BOTW (wi.gov)

8) G&G Rebuilders Inc, 2535 Lawrence Drive: This site is a tax delinquent parcel but continues to operate as an automotive repair facility. The City is interested in acquiring the parcel for future development and to return the site to the tax base. Stantec would work with the City to obtain access. Once access is obtained a Phase II ESA would be completed. This proposal includes the initial costs to work with the City, County, and WDNR to obtain access of the site. The scope of work and estimated costs to complete the Phase II ESA will be developed upon obtaining access or off-site access near the property.

Task 3. Assessment, Remediation Planning, Onsite Remediation Work

The majority of the project budget is allocated to Task 3 as uncommitted funds to support continued assessment, remediation planning, or onsite remediation work as identified at the target properties during Task 2 or at other brownfield sites identified in the future.

Task 4. Future Grant Application Support

Budget under this task would be allocated as uncommitted funds to support efforts for state or federal brownfield grant writing activities (e.g., Wisconsin Economic Development Corporation (WEDC) site assessment grant (SAG), WDNR Wisconsin Assessment Money (WAM), WEDC Brownfield Cleanup grants, United States Environmental Protection (US EPA) Technical Assistance to Brownfields (TAB) TAB, and/or US EPA assessment or cleanup grant funds.

PROBABLE COST AND SCHEDULE

Work can begin on this project immediately upon written authorization to proceed. Project work will be coordinated with Stantec, the City of De Pere, and the selected subcontractors.

Due to the variable nature of this type of work, the project will be performed on a time-and-materials basis, according to the Rate Table provided below. Given the scope of work may evolve, Stantec has provided ranges to complete the identified tasks. As additional work is identified, costs to complete the work will be provided to the City for review. Once approved, uncommitted funds will be assigned to project tasks. We understand the total project budget including uncommitted funds at this time is $400,000. Written authorization via email would be obtained by the City prior to initiating subsequent work under Tasks 3 and 4.

The probable costs provided below includes labor, supplies, rebillables, and commodity services necessary to complete the described work plan activities. Stantec will not exceed the authorized amount without prior written approval. Additionally, budgets are estimates, and we reserve the right to reallocate budget between the subtasks and services listed for actual work performed. The amount of work necessary to complete the project will depend upon site conditions and the level of service requested. Probable costs, based on similar projects, are itemized on the next page.

Consulting Services

Task 1: Program Development $5,000 - $10,000

Task 2: Evaluation of (9) Catalyst Brownfield Sites

1) City Parking Lot site, 360 Main Ave
   a. Review of data, discussion with City/Developer, and prepare RAP $6,500-10,000

2) City of De Pere Parking Lot, South Broadway
   a. Review of data, discussion with City/Developer, and prepare RAP $6,500-10,000

3) Joe's Service, 400 Main Avenue
   a. Review data and complete Phase I ESA(s) on Adjacent parcels (1 to 3 parcels) $5,500 - $15,000

4) Redevelopment Sites along Southern Bridge Route (4 sites)
   a. Review site data and develop cut sheets $8,500 - $15,000

5) G&G Rebuilders Inc, 2535 Lawrence Drive
   a. Obtain site access and develop workplan for Phase II ESA $1,000

6) Parcel ED-789, 126 South Broadway Street
   a. Complete Phase I ESA $6,000

Task 3. Assessment, Remediation Planning, Onsite Remediation Work
Uncommitted Costs for Future Work $313,000 - $346,000

Task 4. Future Grant Application Support
Uncommitted Costs for Future Grant Application $15,000 - $20,000

PROBABLE COST **$400,000**

Rate Table to be used for Tasks 1-4

Stantec Billing Level	2024 Hourly Rate*
3	$109
4	$123
5	$133
6	$138
7	$146
8	$152
9	$163
10	$169
11	$181
12	$187
13	$196
14	$205
15	$231
16	$263
17	$272
18	$278
19	$287
20	$299
21	$311

*Rates subject to annual increase.

OTHER EXPENSES / MATERIALS

Stantec's standard mark-up on expenses is 10%. Unless prescribed differently within the proposal or other contract paperwork, this mark-up is used in all areas as indicated below:

Sub-Consultants
Subcontracted Commodity Services
e.g., analytical laboratory services, drilling contractors, etc.

Meals and Lodging
May be billed at cost or daily per diem. If applicable, per diem rates will be those set by the U.S. General Services Administration (https://www.gsa.gov).

Vehicle and Equipment Rentals
Not owned by Stantec.

External Equipment and Supplies.
e.g., delivery charges, outside copying/reproduction, leased/ rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly); the expense markup does not apply to these rates. For Stantec owned vehicle, a combination of daily vehicle or milage rates are used depending on the type of work and/ or contract. A separate Stantec Equipment Rate Schedule* is available upon request.

5. Local Experience and Knowledge

Stantec has significant experience performing brownfield assessments and cleanups in Wisconsin.

We are unmatched experts in securing and implementing brownfield assessment and cleanup programs including those funded through the United States Environmental Protection Agency, the Wisconsin Economic Development Corporation, and the Wisconsin Department of Natural Resources brownfield programs.

Our local/regional expertise includes close collaboration with US EPA, WDNR, local stakeholders, other consultants/environmental professionals, private developers, and the community while strategically completing work products under federal, state, and local funded assessment and cleanup grants.

Local Knowledge of De Pere

Stantec has been in Wisconsin for 35 years and part of the De Pere community since 2011. Our De Pere office is the home of 45 staff and our North Central Wisconsin brownfield redevelopment team who are familiar with the challenges the City faces and ongoing planning efforts. Our Project team has continued to grow by establishing long-term relationships with clients based on trust, integrity, and a commitment to making a difference in the communities we serve. Our skilled professionals work together to deliver creative design solutions for our clients' toughest challenges.

Many of our local staff are residences of De Pere or alumni of St. Norbert College. We are proud to be part of the brownfield redevelopment efforts of the Cobblestone Hotel in the City's downtown and are excited to be part of the City's future brownfield redevelopment efforts. Our Team understands the City's goals and realizes you have made significant strides over the past several decades but your work is not yet finished. Lynelle Caine worked closely with Dan Lindstrom on the University Avenue Brownfield Area-wide Plan for the City of Green Bay and we are familiar with his expectations and respect his attention to detail.

We have been working with neighboring communities including Green Bay and Ashwaubenon for over a decade, including brownfield redevelopment efforts at the Shipyard and Aldon Station. We are also currently implementing Bay-Lakes Regional Planning Commissions US EPA Brownfield Assessment grant.

Supporting Ms. Caine our local project team are staff with the experience and competence to meet your contract's specific requirements. As needed, we will engage other local Wisconsin-based staff with state and local knowledge to match your goals with the correct technical experts. Our Wisconsin roots combined with our global expertise, we look at every challenge as an opportunity to bring communities together and make lasting connections with the people and places we serve.

6. References

Key Accounts and Recent Project Examples

To further demonstrate Stantec's experience, we've included recent brownfield project examples on the following pages that were implemented by one or more members of our proposed team. All project examples were completed within the last three years and US EPA or State brownfield funds were utilized.

A list of current key accounts for assessment or cleanup projects completed in Wisconsin that Stantec is currently managing or has recently completed with their contact information is also provided.

City of Green Bay and Green Bay RDA
Matthew Buchanan, AICP
100 North Jefferson Street
Green Bay, WI 54301
920-448-3396
matthew.buchanan@greenbaywi.gov

Village of Ashwaubenon
Aaron Schuette
2155 Holmgren Way,
Ashwaubenon, WI 54304
920-593-4405
aschuette@ashwaubenon.gov

City of Neenah
Chris Haese
211 Walnut St. Neenah,
P.O. Box 426, WI 54956
920-886-6127

City of Manitowoc
Adam Tegen
900 Quay Street
Manitowoc, WI 54220
920-686-6931
ategen@manitowoc.org

Bay-Lake Regional Planning Commission
Sydney Swan
1861 Nimitz Drive
De Pere, WI 54115
920-448-2820
sswan@baylakerpc.org

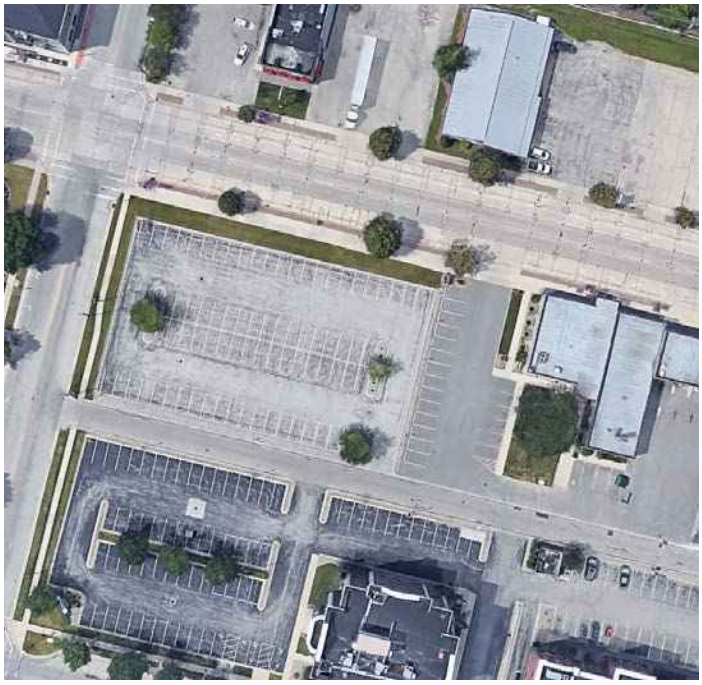
Washington County
Debora Sielski
Public Agency Center
Suite 2300
333 E. Washington Street
West Bend, WI 53095-2003
262-335-4772

Sheboygan County
Aaron Brault
508 New York Avenue
Sheboygan, WI 53081
920-459-3060

Calumet County
Jason Pausma
206 Court Street
Chilton, WI 53014
(920) 849-1684
jason.pausma@calumetcounty.org

Experience Table of Wisconsin Brownfield Projects Completed within the Past Three Years

Service	City of Green Bay US EPA Cleanup, Assessment, and Planning Grant Procurement and Implementation	Village of Ashwaubenon, Assessment and Cleanup of Multiple Sites	Neenah and PH Glatfelter Paper Mill Grant Procurement and Implementation	City of Manitowoc Comprehensive Brownfield Services	Bay Lake Regional Planning Commission US EPA Assessment Grant Implementation	Washington County Site Redevelopment Program Assistance	City of Brillion Assessment and EPA Cleanup Grant Implementation	Sheboygan County Brownfields Program	Calumet County Assessment Grant Procurement and Implementation
Phase I ESAs	●	●	●	●	●	●	●	●	●
Quality Assurance Project Plans (QAPP)	●		●	●	●	●	●	●	●
Phase II ESAs and NR 716 Site Investigations	●	●	●	●	●	●	●	●	●
Pre-Demolition Facility Assessments	●		●	●	●	●		●	●
Asbestos and Lead-Based Paint Abatement	●		●	●	●		●	●	●
Remediation Activities	●	●	●	●	●	●	●	●	
Geotechnical Services	●			●					
Stormwater Management	●		●	●		●	●	●	
Community Involvement	●	●	●	●	●	●	●	●	●
US EPA/WDNR Grant Management Assistance	●		●	●	●	●	●	●	●
ADDITIONAL SERVICES									
Demolition	●		●	●			●	●	
Site Civil Design	●	●	●	●					
Architectural Design	●			●			●		
Sustainability	●	●	●	●				●	●
NEPA Review (Section 106)	●			●					
Vapor Recovery/Subslab Depressurization	●		●	●			●	●	●
Site Capping	●	●	●	●		●	●	●	●
Adaptive Reuse	●	●	●	●		●	●	●	●
Excavation	●	●	●	●		●	●	●	●
Floodplain/Floodway Remediation	●	●		●					



Cobblestone Hotel and Suites

LOCATION: De Pere, WI

Recently, Stantec worked closely with De Pere Hotel Group LLC and BriMark Builders, Inc. to facilitate the redevelopment of a vacant De Pere parking lot into a four-story, 60-room Cobblestone Hotel and Suites. The Site formerly operated as a Marathon Gas Station through the early 2000s and was associated with a Wisconsin Department of Natural Resources (WDNR) Bureau of Remediation and Redevelopment Tracking System (BRRTS) leaking underground storage tank (LUST) case. Remaining petroleum contamination associated with the former Marathon Gas Station site required the installation and maintenance of an impermeable cap over the entire Property.

In order to position the Property for redevelopment, Stantec, on behalf of BriMark Builders, LLC prepared a Post Closure Modification Request to the WDNR in addition to a workplan for the installation of a sub-slab depressurization system (SSDS) due to the proposed building's proximity to remaining petroleum impacted soil and groundwater. The system, designed by Stantec, was to perform passively with the option for active ventilation if needed.

Stantec later aided redevelopment of the site by documenting remedial actions associated with the excavation and disposal of approximately 1,500 tons of petroleum impacted soils from the Site prior to development. Following remedial actions, Stantec oversaw the installation of the vapor mitigation system during building construction along with the replacement of site caps required by the WDNR at the time of site closure. In addition, Stantec also conducted post construction ambient air and sub-slab vapor sampling from within the hotel to determine the effectiveness of the SSDS system in the passive configuration. With the help of Stantec, the most highly impacted soil was removed from the property along with the elimination of vapor intrusion concerns within the hotel through the design and implementation of a passive sub-slab vapor mitigation system. In all, the client was able to complete construction of the hotel within an underutilized area of De Pere and bring additional tax dollars to the City while further developing De Pere's vibrant downtown district.

The Shipyard WEDC and US EPA Brownfield Cleanup Implementation and Redevelopment

LOCATION: Green Bay, WI

Stantec is working closely with the City on what is now known as the Shipyard development, a former industrial property along the Fox River in the City's downtown that has remained vacant for decades due to known contamination and geotechnical constraints due to poor subsurface soil quality. The City had a vision to make the Shipyard a regional year round destination, bringing visitors and residents to the City's center and giving them access to the Fox River. As part of these efforts, Stantec has completed Phase I and II ESA's for 26 separate parcels to facilitate redevelopment and acquisition of the Shipyard and parcels in the surrounding corridor as part of the City's US EPA Assessment Grant. We participated in numerous meetings with City officials, WDNR, and other State and Federal agencies to discuss funding options, cleanup alternatives, and redevelopment strategies. We led public meetings (organized in partnership with the City) to promote redevelopment of The Shipyard and other surrounding brownfield sites.

All design aspects are being done to minimize soil disruption and incorporation of the cleanup plan and approved ABCA for the Site. Initial capping of a portion of the site has been partially funded through two $500,000 WEDC cleanup grants. Final capping will be achieved through utilization of the City's $500,000 US EPA Cleanup Grant and $154,500 US and Fish and Wildlife Services NRDA Grant for Shoreline Restoration in which Stantec assisted in obtaining and is currently implementing.

City of Green Bay US EPA Cleanup, Assessment, and Planning Grant Procurement and Implementation

LOCATION: Green Bay, WI

Stantec has worked closely with the City of Green Bay for more than a decade and has successfully helped the City and RDA obtain and implement over $5 million in state and federal grant funds to revitalize brownfield sites throughout the City. One of Stantec's first significant projects in the City was the remedial oversight and closure of the former Younkers Department Store, which facilitated the construction of Hagemeister Park.

Recently, Stantec worked closely with City staff and private developers to complete environmental assessment and cleanup in the downtown and surrounding areas to facilitate redevelopment, including the KI Convention Center Expansion, the Metreau, City Deck Landings, Whitney School Lofts, former Larsen Green Cannery, Friar House Flats, and many more. Through these projects, Stantec worked closely with the City staff, design build contractors, architects and the general contractors to assess 94 parcels, totaling 111 acres of land. This work has leveraged over $200 million in private investment and is anticipated to create over 5,000 full-time jobs.

Calumet County US EPA Assessment Grant Procurement and Implementation

LOCATION: Calumet, WI

Stantec assisted Calumet County in securing and strategically implementing a $300,000 US EPA CWA grant in Fiscal Year 2019. Grant funds were used to complete a county wide brownfields inventory which was used to guide a variety of environmental site assessment outputs at 10 properties, including: eligibility determinations, Phase I ESAs per the requirements of AAI, a QAPP, multiple Phase II ESAs, building structural assessments, groundwater supply well evaluations, pre-demolition surveys, remedial planning activities, and assessment and removal of abandoned fuel oil underground storage tanks. Programmatic support included completing all US EPA required reports, such as quarterly reports, annual financial reports, and MBE/WBE reports.

Outcomes including leveraging $1.4MM in private investment at assessed properties, successful redevelopment of several properties, and using the US EPA grant as the required match to secure a $150K WEDC Site Assessment Grant to support abatement and demolition of a blighted former plating facility building. **Stantec was recently retained to implement an additional $1 million US EPA Communitiy-wide Coalition grant awarded to Calumet County in 2023.**

Former Larsen Cannery Campus/Rail Yard Innovation District

LOCATION: Green Bay, WI

Since 2014 Stantec has provided environmental services associated with the on-going redevelopment efforts with the Rail Yard Innovation District (Rail Yard) in Green Bay. The approximate 20-acre property was formerly part of a large canning facility referred to as the Larsen Canning Company. The Larsen Canning Company operated at the property as a vegetable cannery until its closure in 2003. In support of cannery operations, the Property historically contained multiple large warehouses, support buildings, numerous railroad tracks/spurs, and a roundhouse.

Stantec aided redevelopment through Phase I and II ESAs, asbestos and lead based paint assessments of existing structures, site investigation activities, and remedial action planning. The City of Green Bay's US EPA Assessment grant funds were utilized to fund several of the assessment activities. Two WEDC grants totaling $1 million and an Idle site grant were also obtained to assist in remediation and redevelopment of the Site. Our team also designed a WDNR approved site-wide RAP which allowed the beneficial reuse of low-impact materials on and off site with a limited volume of soil being landfilled. Capping of the entire site with clean soil and/or an impermeable surface is the approved remedial alternative to address contaminant impacts at the Site. This plan has effectively saved hundreds of thousands of dollars through reduced trucking and soil disposal costs.

Redevelopment activities completed to date include construction of townhomes and reuse of existing structures for commercial space and business offices with two separate housing units currently under construction. As redevelopments are completed, new parcels and individual Bureau of Remediation and Redevelopment Tracking Services (BRRTS) cases are being created and broken out from the larger site. To date, WDNR closure of three BRRTS cases within the Rail Yard Innovation District have been obtained. Being located in an opportunity zone, the use of Wisconsin Housing and Economic Development Authority (WHEDA) tax credits and historic preservation tax credits were a few of the many financial tools used to fund the redevelopment efforts at the site.

City of Manitowoc US EPA Brownfield Grant Procurement and Implementation

LOCATION: Manitowoc, WI

Stantec has provided comprehensive brownfield program services to the City of Manitowoc since 2013. Our work began by developing a roadmap to build a sustainable brownfield program in a community with an ever-decreasing population and collapsing commercial/industrial tax base. To date, we have assisted the City in securing/implementing over $5 million in state and federal brownfield grants. The outcomes of strategic grant implementation has leveraged well over $150 million in private and public investment in brownfields in Manitowoc.

In addition to grant writing/implementation, comprehensive services have included developing/managing a US EPA brownfields cleanup RLF (2013-2020 services: program design, policy/procedures manual, community involvement plans, eligibility determinations, negotiating site access, ABCAs, remedial oversight, completing grant reporting requirements per the Cooperative Agreement); US EPA/WEDC brownfield assessment grants (2013-2022 services: documentation of 6 good faith efforts to procure MBE/WBE services, preparing eligibility determinations, site access agreements, Phase I ESAs per AAI, QAPP, Phase II ESAs and NR 716 Site Investigations, Pre-Demolition Facility Assessments, Asbestos and Lead-Bearing Paint, preparing standard operational procedures (SOPs), completing a QAPP and annual updates, developing Sampling and Analysis Plans (SAPs), completion of ABCAs, preparation of closure requests, community outreach, data acquisition and designing and maintaining a custom GIS brownfield database containing a large variety of relevant datasets, completing all federal grant reporting requirements to maintain compliance with US EPA Cooperative Agreements [including quarterly reports, annual financial reports, MBE/WBE reports, audits, and maintaining the US EPA ACRES database]; US EPA/WEDC brownfield cleanup grants (2016-2022 services: ABCA,

Cultural review (Section 106), sub-slab depressurization design/installation, cleanup workplans, remedial design, remediation activities/oversight, asbestos and lead-bearing paint abatement, demolition, site capping, adaptive reuse of historic buildings, excavation, stormwater management, construction documentation reporting). Supporting services have included site civil design, architectural design, and ongoing work involves floodway remediation.

Sheboygan County US EPA Brownfield Grant Procurement and Implementation

LOCATION: Sheboygan County, WI

Working in partnership with Sheboygan County, Stantec prepared three applications for the FY 2014/2017/FY2019 federal US EPA grant competition–all of which were successfully funded resulting in $1 million for projects implemented by Stantec. Grant funded activities performed by Stantec included several Phase I and II ESAs and NR716 site investigations, remedial planning for three market rate apartment redevelopments, and asbestos assessments for historic building renovations.

Though all three grants included redevelopment throughout the County, several high priority brownfield sites were initially identified for assessment near the Sheboygan River in downtown Sheboygan; an area with a long history of commercial and industrial use. Much of the grant funding focused on the City's Fresh-Tech Innovation District near the Blue Harbor hotel which helped secure more than $60 million in redevelopment in the downtown Sheboygan area. Noteworthy redevelopments in downtown Sheboygan leveraged through the US EPA grant funds included a $45 million, 248-unit workforce housing project named The Oscar which included an adjacent Kwik Trip gasoline station; 118 "loft style" apartments with commercial space named Badger State Lofts (home of the century old Badger State Tannery), and the redevelopment of 29 multifamily homes on the former Sheboygan Press Building property which is currently underway. An additional development at a former tannery in downtown Sheboygan Falls named Tannery Falls Apartments, included a 4-story, 40-unit apartment complex with associated greenspace and underground parking. Stantec was recently selected to implement an additional $500,00 US EPA Community-wide Assessment Grant award for Sheboygan County in 2023.

Bay Lake RPC Community-wide Assessment Grant

LOCATION: Sheboygan County, WI

In 2022, Bay-Lake RPC was awarded a $500,000 Community-Wide Assessment Grant from the US EPA to perform community outreach activities, to inventory, characterize, assess, conduct cleanup and redevelopment planning, and related activities for brownfield sites located in the Bay-Lake RPC region. The target areas for this grant are former commercial and industrial properties in rural communities and tribal lands throughout the region.

Bay-Lake RPC anticipates that 22 Phase I ESAs and seven Phase II ESAs will be completed as part of the project. Furthermore, it is anticipated that three asbestos containing material reports, four site-specific remediation plans/Analysis of Brownfield Cleanup Alternatives (ABCAs), and two redevelopment workshops will be completed.

The scope of work has been organized into five tasks: (Task 1) Grant Management and Implementation, (Task 2) Site Inventory and Community Outreach, (Task 3) Site Assessments (Task 4) Redevelopment Planning, and (Task 5) ACRES and Quarterly Reporting.

Since being retained in May 2023 Stantec has completed one online workshop, two Phase I ESA, one limited site investigation, and one RBM survey. Additional work is expected to be implemented soon at multiple other sites.

Washington County Site Redevelopment Program Assistance

LOCATION: Washington County, WI

Stantec assisted Washington County in a project led by the County Community Development Department and support by the Economic Development of Washington County (EDWC) agency. The goal was to integrate the County's redevelopment efforts focused on brownfields with the County's economic development and business retention/recruitment efforts, with a goal of maximizing the extent to which brownfields redevelopment spurs private investment and jobs creation. Stantec served initially on an "economic toolbox" advisory committee for the County's EDWC, one outcome of which was the successful application for a $600,000 US EPA Coalition Brownfields Assessment Grant awarded in 2014, as part of a coalition that included five cities and villages. Stantec, was retained by the County to assist with implementation of grant-funded activities which included a county-wide inventory of brownfield sites, community outreach, and assessment and/or reuse planning for 20 priority brownfields sites. The success of the project was a key factor in the County being awarded a second $600,000 Coalition Assessment Grant by US EPA in 2017. Stantec prepared the application for this second grant and implemented the grant funded activities which included Phase I ESAs on 26 parcels, Phase II ESAs on 15 parcels, asbestos surveys on 3 sites, and remedial action or reuse plans for four properties. In 2020, Stantec assisted in preparation of a successful application for an $800,000 US EPA Brownfields RLF Grant.

In 2017, the Site Redevelopment Program was created using the County's initial US EPA grant, and received a Planning Excellence Award from the American Planning Association Wisconsin Chapter. In 2019, the City of West Bend as Coalition Partner received a US EPA Region 5 Award for Outstanding Contributions in Brownfields Redevelopment for the Barton School

Redevelopment Project at the Brownfields 2019 Conference. This Barton School project also was awarded Wisconsin Policy Forum 2020 Award for Intergovernmental Cooperation.

The SRP resulted in major redevelopment projects on many of the County's most significant brownfield sites. Completed projects to-date include a 68-room hotel (Marriott TownePlace Suites) and 16,000 square foot office building (Water Street Suites) in West Bend, a $5 million office/warehouse (EH Wolf), a $12 million 82-unit apartment building in Hartford (Rincon 225), a $28 million 172-unit apartment complex in Germantown (Saxony Village), and $9.66 million 40-unit apartment complex in West Bend (Barton School Apartments).

Projects in progress include a $35 million 177 unit mixed use development (The District) at the former West Bend Brewery, and a food store in Hartford that will create 200–225 jobs (Festival Foods).

Another key area of success for the SRP supported by Stantec has been a significant increase in the success of local developers and governments in securing State of Wisconsin funding to advance assessment, cleanup, and redevelopment of priority brownfield sites. Since 2016, this effort has resulted in the award at least 7 WEDC brownfield grants totaling $2.3 million to applicants from Washington County: a $146,477 Brownfield Cleanup Grant in 2016 to Hilldale Real Estate LLC for the EH Wolf development; a $150,000 Site Assessment Grant (SAG) in 2017 to the City of Hartford for the Rincon 225 apartments; a $375,000 Brownfields Cleanup Grant to Heritage Place Joint Venture in 2017 for the Saxony Village project; a $499,000 Brownfields Cleanup Grant in 2018 to the City of Hartford for Rincon 225 apartments; a $150,000 SAG in 2018 to the City of West Bend for the Bermico property; a $500,000 Idle Sites Grant in 2020 to the City of West Bend for the former Gehl property; and a $500,000 Brownfields Cleanup Grant in 2021 to HKS Holdings for The District. The seven grants awarded within the past six years, represents an approximate 600% increase from the three State of Wisconsin brownfield grants awarded to applicants from Washington County in the previous 16 years.

Stantec is currently assisting the County and Coalition partners in implementation of the $800,000 US EPA Revolving Loan Fund (RLF) Grant awarded in 2020, $600,000 of County Brownfield Assessment Funds and $1,000,000 in County Brownfield RLF funds appropriated in 2021.

SRP SUCCESS SINCE 2015... AND COUNTING

$1,199,000 in SRP Investment

- Site inventory and prioritization
- Community redevelopment plans
- Phase I & II environmental assessments and site investigations
- Remedial action/reuse planning
- Community outreach
- Program leadership and administration

*Total value of in-kind dollars contribute to-date: $346,311

Impact for Washington County

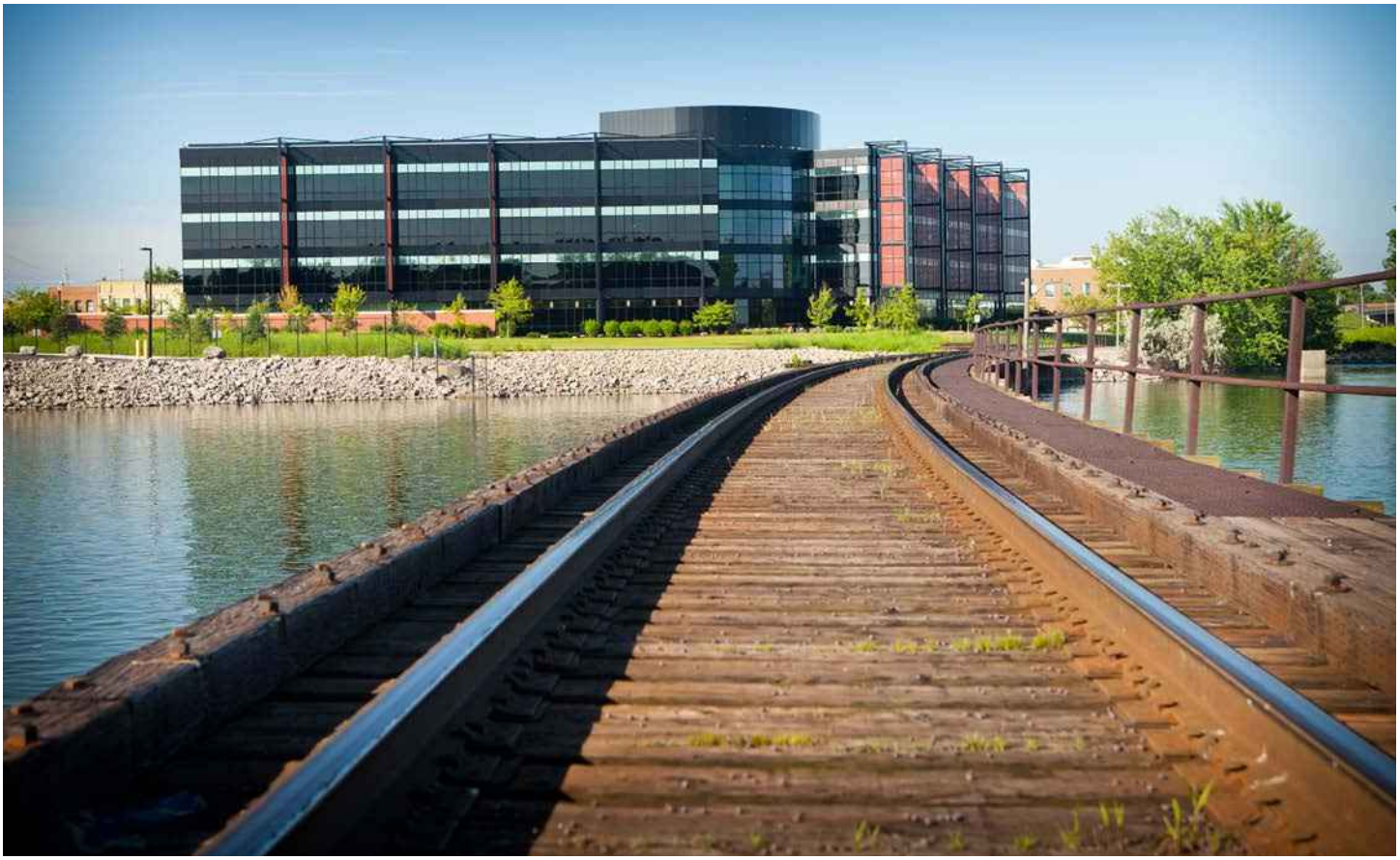
32
brownfield acres redeveloped

294
new housing units constructed and **68** hotel rooms constructed

$241,579
additional investment in environmental assessments

$2,936,480
additional investment in abatement, demolitions, or clean up

$69,560,900
additional investment in construction



Neenah and PH Glatfelter Paper Mill Grant Procurement and Implementation

LOCATION: Neenah, WI

This banner project involved transforming a 16-acre site from a closed abandoned paper mill in the heart of the City's downtown to a catalyst mixed use redevelopment destination that includes the Plexus Global headquarters, a health care clinic, two market rate housing redevelopments, Gateway Plaza, Legacy Park, and the Plaza at Gateway Park (an outdoor ice rink and warming shelter). There were numerous challenges associated with redevelopment of this 130-year-old paper mill site that extended over periods of economic uncertainties. The huge size of the specialized mill buildings and the cost associated with their demolition were initial challenges.

In order to reduce costs and to conduct the demolition in a sustainable manner that would maximize reuse of materials, three key strategies were implemented. First, basement floor slabs and foundation walls were left in place throughout a majority of the site to serve as engineered barriers to prevent direct contact with fill materials during construction, and to eliminate the waste of disposing of an enormous volume of material with little associated economic or environmental benefit. Secondly, following asbestos abatement, all inert demolition materials were segregated into materials with and without lead-based painted surfaces. The material without lead-based paint was crushed and reused as fill in portions of the site.

Lastly, the pervasive ash fill material was capped with a two-foot clay cap or another impermeable material (e.g., asphalt or concrete) wherever a slab was absent. During redevelopment of other portions of the site, approval was obtained to place excess ash fill and masonry containing lead-based paint in a screen berm on the adjacent Arrowhead Park. This resulted in significant cost savings to the City and the developer. WDNR closure of three separate WDNR cases has been granted with issuance of a certificate of completion under the VPLE program pending. After more than a decade of revitalization efforts, Stantec is currently overseeing the final remedial efforts associated with the three remaining parcels that make up the former mill site totaling over $100 million in private/public investment at the Site. The project received the Brownfield Renewal National Economic Impact Award.

Before: PH Glatfelter Paper Mill Grant Procurement and Implementation, Neenah, WI

After: PH Glatfelter Paper Mill Grant Procurement and Implementation, Neenah, WI

Brillion Ironworks Redevelopment

LOCATION: Brillion, WI

Acquisition of the 145-acre former Brillion Iron Works ductile iron foundry by the City of Brillion in Wisconsin provided the unprecedented opportunity for a rural community to redevelop a significantly large assembly of land adjacent to the city's downtown core. Project objectives were considered in the context of development constraints and a creative mixed-use redevelopment plan emerged. This distinctive plan envisions an all-residential mix of housing types in the central development area, creating a more cohesive neighborhood and opportunities for shared residential amenities, while supporting/restoring perceived development constraints (i.e. wetlands, floodways) as greenspace. Commercial/retail redevelopment is located along existing arterial roadways to leverage existing infrastructure and light industrial redevelopment is targeted along newly proposed roads to segregate heavy truck traffic from pedestrians and lighter residential and commercial traffic.

Implementation of the reuse plan is underway with the completion of a daycare and a next-generation health care facility targeted for opening in Fall 2023. Environmental investigations are complete in several strategic portions of the property and construction plans are being developed for new buildings. However, implementation is a complex process that will occur over a long period of time. The scale of the project means that multiple development projects will be required for its complete buildout, and in many cases the previous development phase will need to be at or near full occupancy before the next phase can get underway.

Village of Ashwaubenon's Aldon Station

LOCATION: Ashwaubenon, WI

Through US EPA Brownfield Assessment and Wisconsin Economic Development Corporation (WEDC) grants, Stantec is helping the Village of Ashwaubenon transform a blighted and vacant truck and tractor trailer repair, maintenance, and storage facility along the Fox River into a modern residential redevelopment.

Upon completion, the redevelopment will include the construction of townhomes, twindominiums, and multi-unit residential buildings with amazing views and neighborhood amenities such as walking trails, boat slips, kayak launch, and clubhouse with an outdoor pool. The village purchased the property in 2018, oversaw environmental cleanup activities under the direction of Stantec, and completed infrastructure improvements including streets and utilities to what in now known as Aldon Station, a residential redevelopment within the village limits.

With the help of Stantec, the village was able to achieve its clean closure designation for the single family residential portion of the site and is currently moving forward with construction within the designated Aldon Station neighborhood. In all, the new development will equate to nearly $32 million additional dollars to the tax base before the end of 2023. The original projection to the village was to produce $50 million in tax increment. Estimates are that the development project will surpass that amount by about $20- $30 million by the time it's completed.

Design with
community in mind

CITY OF DE PERE
MEMO

To: James Boyd, Mayor
Finance/Personnel Committee Members
From: Quasan Shaw, Community and Economic Development Specialist
Date: May 14, 2024

RE: **Consideration and Possible Action to Award a Contract for Environmental Consulting Services with Stantec.***

Summary
On February 5, 2024, the Development Services Department released for distribution a Request for Proposals (RFP) to qualified environmental services firms to assist the City in creating a Brownfield Program. Services provided will include:

- Task 1: Brownfield Program Development
- Task 2: Evaluation of Catalyst Brownfield Sites
- Task 3: Assessment, Remediation Planning, Onsite Remediation Work
- Task 4: Future Grant Application Support

City staff received a total of 7 RFP responses from the following agencies:

- Ayres Associates
- Cedar Corporation
- Fehr Graham
- Foth
- Robert E. Lee and Associates
- SEH
- Stantec

A review team of the City Administrator, City Attorney, Development Services Director, and Community Economic Development Specialist completed a review of the proposals and based on the content of the proposal and ability to accomplish desired tasks, the committee selected the proposal from Stantec Inc. to move forward as the environmental consultant.

Timeline and Budget
Stantec will provide Environmental Consulting Services to the City of De Pere for an estimated timeframe of 1 year, with extensions available for future years similar to other consulting agreements. The proposal includes the costs of each task for a total of $400,000.00, not expected to be expensed all within the first year.

Staff Recommendation
Recommend approval of the proposal from Stantec Inc. for environmental services as outlined in the RFP and forward the recommendation to the Common Council for approval.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Resolution #24-45 Authorizing Executive Search Agreement Between the City of De Pere and Affion Public, LLC (City Administrator Recruitment).**

ATTACHMENTS:

- Reso24-45 (PDF)
- City of De Pere WI - general contract_ (PDF)
- Memo to Finance and Council to hire Affion Public Recruitment Firm (PDF)
- City of De Pere, WI - City Administrator - proposal - Affion Public (PDF)
- City of De Pere, WI - City Administrator - proposal - CPS (PDF)
- City of De Pere, WI - City Administrator - proposal - GOVHR (PDF)
- City of De Pere, WI - City Administrator - proposal - PAA (PDF)
- City of De Pere, WI - City Administrator - proposal - S. Renée Narloch & Associates (PDF)
- City of De Pere, WI - City Administrator - proposal - SGR (PDF)

RESOLUTION #24-45

AUTHORIZING EXECUTIVE SEARCH AGREEMENT BETWEEN THE
CITY OF DE PERE AND AFFION PUBLIC, LLC
(City Administrator Recruitment)

WHEREAS, the Common Council has authorized staff to solicit firms to assist in the recruiting process for the next City Administrator; and

WHEREAS, Affion Public, LLC is an executive search firm for local, county and state government, as well as education and non-profit organizations, and is willing to provide said services to the City pursuant to the terms and conditions in the Executive Search Agreement attached hereto; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Executive Search Agreement Between the City of De Pere and Affion Public, LLC, as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of May, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 05/14/2024

EXECUTIVE SEARCH AGREEMENT

THIS EXECUTIVE SEARCH AGREEMENT ("Agreement") made effective as of this 18th day of April 2024, by and between Affion Public, LLC (hereinafter "FIRM"), with offices at PO. Box 794 Hershey, PA 17033 and the City of De Pere, WI (hereinafter "Client") with offices at 335 S. Broadway, De Pere WI 54115.

WITNESSETH:

WHEREAS, FIRM is in the business of locating executive personnel candidates for clients according to the client's specifications; and

WHEREAS, Client from time to time desires the services of one or more of such candidates; and

WHEREAS, FIRM and Client wish to enter into an exclusive agreement pursuant to which FIRM will qualify and arrange such candidates for Client;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants set forth herein, FIRM and Client, intending to be legally bound, agree as follows:

1. Services Provided Under Agreement. For any candidate who will be placed with Client, FIRM has or will issue a proposal to Client which defines the search and evaluation strategy. In the event of a conflict between the terms of this Agreement and the terms of the proposal, the terms of this Agreement shall control unless the proposal specifically identifies the conflicting terms of this Agreement and explicitly states that such terms shall not apply.

2. Billing and Payment. FIRM will bill Client through invoices issued to Client beginning upon the execution of this Agreement. FIRM's fee shall be $28,000.00 for any candidate placed by FIRM with Client. FIRM will invoice Client in three installments: a non-refundable one-third upon signing this Agreement; one-third upon acceptance of the candidate and the final third upon filling the position. FIRM's invoices are payable by Client upon receipt. In the event that the candidate does not meet the Client's reasonable expectations within the first two years (24) months of hire, FIRM will use its best efforts to provide a replacement. In the event Client hires its own candidate during the term of this Agreement, FIRM shall still be entitled to its full fee. Further, if Client, within one (1) year of the date of hire for any position covered by this Agreement, should hire a candidate presented by FIRM, FIRM shall be entitled to a fee equal to the contract fee, which shall be due and payable to FIRM upon hiring. Client is obligated to notify FIRM of any candidate presented to Client who is hired by Client within five (5) business days of such hire.

3. Confidentiality. Each Party agrees that it will not disclose to any third party any information learned by it which has been clearly marked "Confidential" by the other party, except as such disclosure is necessary on an individual basis to candidates whom FIRM has located for Client. Client may request the candidate to execute a separate agreement not to disclose the Client's confidential information.

4. Excise, Sales, Etc. Taxes on Services. There shall be added to any charges payable by Client under this Agreement amounts equal to any and all applicable taxes, however designated, levied or based on any charges payable under this Agreement or the services rendered hereunder, including without limitation state and local privilege, excise, sales, and use taxes and any taxes or amounts in lieu thereof paid or payable by FIRM, but excluding taxes based upon the net income of FIRM. Client shall be billed by FIRM before or within a reasonable time following payment of such taxes by FIRM, and such amounts shall be due and payable by Client promptly following billing.

5. Exclusivity. Client agrees that, upon execution of this Agreement, it will not advertise nor use a competing organization for executive search services during the term of this Agreement.

6. Expenses. Additional expenses, which are not included in the overall fee but are expected to be reimbursed by the Client, include all candidate travel for the purpose of the interviews. This will vary depending on the location of the finalist.

7. Liability and Indemnification. FIRM shall indemnify, defend and hold harmless Client, its directors, officers and employees from any and all claims, liabilities, causes of actions, losses and expenses (collectively, "Claims") arising out of the gross negligence or willful misconduct of FIRM, its directors, officers, employees, agents and representatives (collectively, the "FIRM Parties"). Notwithstanding the foregoing, the FIRM shall not be liable for any Claims arising out of or related to any act or omission of a candidate, that was beyond its control. FIRM shall not be liable for any special or consequential damages or lost profits, and in no event shall FIRM's liability under this Section 7 be greater than the total amount paid to FIRM by Client pursuant to this Agreement.

8. Termination of this Agreement. This Agreement shall continue in effect until terminated by Client or FIRM at any time upon the terminating party giving no less than thirty (30) days notice to the non-terminating party. In the event Client terminates the Agreement prior to the acceptance of a candidate, FIRM shall still be entitled to its second one-third payment.

9. Assignment. Neither this Agreement nor any interest hereunder may be assigned or otherwise transferred by either party to third parties other than affiliates of either party without the prior written consent of the other party which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, and delegates of the parties hereto.

10. Notices. Any requirement to “notify”, or for “notice” or “notification”, in connection with the subject matter of this Agreement shall be in writing and shall be effective when delivered personally (including by Federal Express, Express Mail, or similar courier service) to the party for whom intended, or five (5) days following deposit of the same into the United States mail, certified mail, return receipt requested, first class postage pre-paid, addressed to such party at the address set forth below its signature to this Agreement. Either party may designate a different address by notice to the other given in accordance with this Section.

11. Severability. If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

12. Complete Agreement and Amendment. This Agreement and the proposal presented to Client by FIRM contain the entire agreement between the parties hereto with respect to the matters covered herein. Client acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein. This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement.

13. Governing Law and Disputes. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. All claims against either party to this Agreement shall be brought by the other party no later than one (1) year after such claims have arisen (except for claims for non-payment for services, which may be brought within two (2) years after the last date of services for which payment is sought). Any lawsuits pertaining to this Agreement or the services provided hereunder shall be brought in the Federal and State courts of the Commonwealth of Pennsylvania.

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

FIRM:	**CLIENT:**
Affion Public, LLC	**City of De Pere, WI**
By:	By:
Title:	Title:

CITY OF DE PERE
MEMO

To: Finance/Personnel Committee
From: Shannon Metzler, Human Resource Director/Assistant City Administrator
Date: May 14, 2024

RE: Discussion and Possible Action to hire Affion Public recruitment firm to conduct a City Administrator recruitment

At last month's City Council meeting the Council authorized the City to seek proposals from various recruitment firms to assist in hiring the next City Administrator. We reached out to numerous recruitment firms and received six formal proposals. We interviewed three firms and narrowed it down to an organized called Affion Public. Affion has conducted numerous City Administrator/City Manager recruitments across the county. In talking to their references, I feel they will be a great fit for the City.

The cost to hire a recruitment firm varies slightly with the majority of them charging $25,000-$30,000. Affion's total cost is $28,000. Attached is Affion's contract, which will be subject to the attorney's office suggested changes.

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

We deliver leaders. Our executive recruiting specialists have national contacts within the public sector and professional organizations – allowing us to find a broad range of talent. We rigorously qualify and investigate each candidate. We won't just pull names out of a database. When we are finished, you will have candidates that meet or exceed your expectations.

affion PUBLIC

Delivering Leaders

Affion Public, LLC @Affionpublic affionpublic

affion PUBLIC [redacted]

04/23/2024

Shannon Metzler
Human Resources Director
335 South Broadway
De Pere WI 54115

Dear Shannon,

Thank you for the opportunity to submit our offer of executive search and recruiting services for the City Administrator position.

Affion Public is an executive search firm specializing in identifying and placing exceptional executive-level candidates within the public sector. With a successful track record in placing public sector executives, we pride ourselves on developing strong working relationships with our clients.

Our partnership approach and high-quality work ensure that our clients receive the level of attention and service they deserve. Our search process and collaborative approach have enabled Affion Public to conduct multiple successful searches for the majority of our clients.

What sets us apart is our commitment to finding the best candidates, both passive and active, who will meet the specific needs of our clients. This approach allows us to provide a tailored pool of candidates, rather than recycling the same ones search after search. Additionally, our dedication to diversity and success in targeting minority candidates further distinguishes us from other firms.

On behalf of Affion Public, we would be thrilled to be your firm of choice. Please feel free to contact me directly at 717-576-9847 or via email at reilly@affionpublic.com. I look forward to speaking with you soon.

Best Regards,

Scott Reilly
CEO, Affion Public

Delivering Leaders.

City of De Pere, WI
City Administrator
Executive Search Services
04/23/2024

Corporate Mailing Address:

P.O. Box 794
Hershey, PA 17033
888-321-4922
www.affionpublic.com

Table of Contents

Table of Contents 2

Company Profile 3

Why Affion? 3

What We Do Differently 4

Relevant Search Experience 5

Objectives and Approach 5

Statement of Diversity 11

Sustainability Efforts 11

Individuals Assigned to Search 12

Cost 15

Guarantee: 15

Reference List 16

Client List 17

Affion Disclaimer
Copyright © 2009 by Affion Public, LLC. All rights reserved. Printed in the United States of America. The information in this document is the exclusive property of Affion Public, LLC. The data and trade secrets contained herein are submitted for use solely by the City of De Pere. The reproduction of this document or any portion thereof, in any form, without the express written consent of Affion Public, LLC is forbidden.

Company Profile

Affion Public is deeply rooted in the public sector, providing executive search services for state and local government, education and non-profit organizations since 2000.

Our executive search division specializes in identifying the nation's best and brightest executives and delivering those individuals to our public sector clients. Our partners are typically state, county, city, and government organizations as well as non-profits. Recognized as a leader in public sector executive searches, Affion has attained "preferred" vendor status or an exclusive relationship with a majority of its client partners.

Affion's corporate address is P.O. Box 794, Hershey, PA 17033.

Why Affion?

We are different. As a company, our strengths lie in our people, our passion, and our commitment. Affion employs an extremely talented group of professionals that bring a diverse set of skills and an average of over 10 years of experience in government and private sector venues. Extraordinary, trusted client partnerships have separated us from others in the industry. Embracing a small business approach has enabled the entrepreneurial spirit of Affion, while also ensuring a personalized approach and customized solution for our partners.

It is our unique understanding of the complexities of the public sector that gives us an edge. We know what to challenge potential candidates on, and we know how to discern and qualify the very specific set of skills an executive needs in order to succeed within the public realm. Our particular expertise lies in our ability to reach out to and ultimately attract the best and the brightest into the public executive domain. Short and long term, Affion is looking for valued, long-lasting partnerships, where we can have a real and positive effect for our client.

Our public sector team provides a full range of customized executive recruiting and management consulting services. Particular areas of expertise lie within strategy, human resources, process and solutions. We have served in an advisory capacity to state, city, and municipal governments across the country.

Historically, our specialized executive recruitment services have been client driven. By building strong client partnerships, and practicing due diligence, we gain an invaluable understanding of the mission, motivation and culture of our client. This has allowed us to successfully recruit across all departmental disciplines and ultimately to provide top executives to an array of governmental agencies and authorities (e.g. Information Systems, Public Safety, Engineering, Health and Human Services, Water Utilities, Economic Development, Assistant City Managers, City Managers, etc.).

What We Do Differently

Our executive search goal is to specify, identify, qualify and deliver candidates that meet or exceed your expectations. After consulting with client executives and stakeholders, we utilize a systematic search methodology to customize and tailor the ideal candidate and position profile to meet the specified need.

Targeting organizations that are similar to our client, we set out to find individuals that meet and exceed the background, education, experience, and personal characteristics required. This is done in a highly confidential manner and in compliance with applicable legal standards. Once a potential candidate has been identified, they will enter into a rigorous qualifying process to further establish the "fit". A comprehensive confidential report on each of the selected candidates is prepared to include pertinent information relative to the candidates work history and background. A professional appraisal of the candidates' competencies compared to the specific requirements will be provided as a continuum to the report. In the form of a portfolio presentation, we meet with the stakeholders to make our recommendations. We deliver individuals that are competent, qualified, and capable. We deliver solutions.

Relevant Search Experience

City of Austin, TX
- City Manager (2008)

City of Broken Arrow, OK
- City Manager (2012; 2015)

City of Celina, TX
- City Manager (2023)

City of College Station, TX
- City Manager (2018)

City of Columbia, MO
- City Manager (2011)

City of Commerce City, CO
- City Manager (2021)

City of Dallas, TX
- City Manager (2016)

City of Dublin, OH
- City Manager (2022)

City of East Lansing, MI
- City Manager (2012)

City of El Paso, TX
- City Manager (2014)

City of Frisco, TX
- City Manager (2022)

City of Galveston, TX
- City Manager (2012)

City of Huntsville, TX
- City Manager (2008)

City of Hollywood, FL
- City Manager (2012)

City of Irving, TX
- City Manager (2006)

City of Kirkwood, MO
- Chief Administrative Officer (2014)

City of Kyle, TX
- City Manager (2023)

City of Leander, TX
- City Manager (2011)

City of Marshall, TX
- City Manager (2014)

City of McKinney, TX
- City Manager (2008)

City of Morgantown, WV
- City Manager (2010)

City of North Richland Hills, TX
- City Manager (2009)

City of Plano, TX
- City Manager (2011)

City of Round Rock, TX
- City Manager (2011)

City of San Antonio, TX
- City Manager (2006)

City of San Marcos, TX
- City Manager (2008)

City of Shawnee, OK
- City Manager (2015)

City of Springfield, MO
- City Manager (2008)

City of Taylor, TX
- City Manager (2019)

City of Thornton, CO
- City Manager (2015)

City of West Valley City, UT
- City Manager (2023)

Delaware County, PA
- Executive Director (2020)

Town of Mooresville, NC
- Town Manager (2023)

Objectives and Approach

1. **Establishing the Timeline** – we will work closely with you to determine your ideal start date for your executive and then work to make sure that we agree on all target dates and activities.

2. **Input from Key Decision Makers** – we will meet with all parties who will be impacted by this executive to seek input, which will also help us understand the company, the people and the working environment. This can include setting up public forums to engage the community in assisting in the process.

3. **Developing the Candidate Profile** – through extensive interviews we will gain a complete understanding of the mission and goals of the company and begin to create the profile of the executive you are seeking.

4. **Candidate Pool and Search Techniques** – we will use our own extensive internal database, our personal and professional connections, competitor intelligence, targeted recruiting, industry specific sourcing and other recruiting tools to begin to identify the perfect candidate.

5. **Screening Process** – we will conduct interviews to qualify each candidate, whether it is an internal candidate or an external one, prior to presentation to you, and will conduct an extensive background check on each potential candidate.

6. **Selecting Candidates for Client Review** – we will present the key decision makers with a portfolio of candidates for consideration and will discuss each candidate's skills and qualifications in detail.

7. **Choosing the Finalists and the Interview** – once the client has reviewed the candidates and has selected the finalists, interviews with the key decision makers or the selection committee will begin.

8. **Hiring** – all candidates will have been pre-qualified on the salary range; benefits and we will assist in all final employment matters.

Developing the Candidate Profile

At Affion, our approach to executive searches is both personal and systematic. Our success hinges on the access and information provided by our client organizations, enabling us to gather comprehensive insights and develop a deep understanding of their needs. Only by intimately knowing the organization and meticulously defining the ideal candidate profile can we ensure the right match for both the organization and the selected individual.

We take pride in the value we bring to the table by collaborating with clients to develop the ideal candidate profile. This involves extensive engagement with key decision-makers, elected officials, and others at the outset. We delve into the position's history, the organization's mission and goals, past successes and failures, staff dynamics, budget considerations, and other crucial aspects that the selected candidate must address. Understanding where the organization aims to go and the requirements for getting there is essential for finding the ideal leader.

Every search is unique, and we invest significant time in understanding the client's style and organizational culture, as well as each candidate under consideration. We establish strong relationships with decision-makers and potential colleagues of the candidates to ensure a compatible match. Spending time with decision-makers helps us grasp their vision of the "ideal" candidate, their management style, and the significance of the position to them and the organization. We embrace the organization's vision to recruit candidates who align with its goals and can lead strategies that support that vision.

We conduct interviews with successful executives at the peer level of the vacant position to understand the qualities of successful leaders within the organization. Additionally, we find it valuable to interview subordinate-level staff, if possible, to assess current resource challenges or strengths that the incoming executive would encounter.

These initial stages are crucial in our view. Our entire search team, including our assigned recruiters, is involved in this information-gathering and relationship-building process from the beginning. This ensures that we all understand exactly what our client is seeking in applicants and can qualify candidates based on the client's organizational culture.

Based on the interviews and data gathered, we prepare a comprehensive candidate recruitment profile for the position, outlining the desired qualifications and characteristics. This profile is then presented for approval by the client's designated representatives. It is from this customized profile that we conduct our systematic search.

Input from Stakeholders

The first steps in any search begin with our onsite stakeholder meetings. The purpose of the stakeholder interviews is to allow Affion an intimate understanding of the organization, the people and the environment. These interviews are how we develop the two key profiles in which the search is built around. The first profile is the position profile. The position profile includes not only the requirements the successful individual will possess but also what they will be doing on a daily, weekly and monthly basis. This profile is critical in analyzing the potential candidate's previous experience. The second profile is the candidate profile in which we spoke previously about. This profile allows Affion to define the type of individuals that will be successful in your organization.

The stakeholder meetings begin with developing the list of individuals that will be working directly with this person. This list should include whomever the individual is responsible for reporting to and anyone who may be directly involved with the hiring and interview process. Affion is committed to spending as much time as necessary on the stakeholder meeting to ensure a successful placement.

The stakeholder meetings are approximately one-hour interview session in which our team will ask probing questions to what will make the candidate successful. These are generally done on an individual basis.

Additional stakeholder meetings including public input will be scheduled at the discretion of the selection team. We have a long history of being very inclusive with our stakeholder process and often meet with community leaders, business leaders, civic and religious leaders as well as neighborhood associations.

Candidate Pool

Affion is a relationship driven, select targeting firm. We use our own internal database to draw upon potential candidates with whom we have built relationships and/or referrals. We use the telephone to reach out to referrals and candidates initially. We use the Internet as well as select research firms to investigate credit, criminal and other background checks and to obtain any written publications authored by, or regarding, the candidates. Beyond this limited use of technology, our efforts are all carried out in person. We post the job on the Internet or advertise in print as required by the client organization. Even our utilization of networks of professional or trade associations is done in person. This personal approach is how we have been most successful in targeting and attracting the best and most diverse selection of candidates.

Each Affion recruitment effort is customized specifically to the client organization's needs and preferences. One of the additional values achieved from the time we spend in the beginning is getting to know the client organization and its culture and obtaining mutual agreement on a process that works for both of us. While we have a very strict and systematic internal qualifying/screening process, it is only visible to the client in the result it produces. Any processes external to our qualifying/screening process may be modified to accommodate the client's organizational needs.

Affion Process in Screening

While the general steps outlined herein are the basis of the Affion search, flexibility is built into our model to accommodate a particular client's preferences. Our search is customized to best meet the needs of our client and as long as we are not asked to forego steps to ensure quality, modifications or additions can be made.

Sourcing/Recruiting Candidates

Our senior executive recruiters (100% dedicated to this search) will identify candidates who have been successful in like organizations in similar positions. We search from a variety of sources to ensure development of a broad representative pool in terms of affirmative action efforts and experience; including our own network of contacts and files; public or private entities, professional and other associations and organizations related to the position and referrals. We do targeted advertising in publications specific to the position.

Targeted Recruiting

Affion maintains a national database through extensive networks in industry specific business groups, trade and professional organizations. To further ensure a diverse candidate pool, we also source candidates from professional organizations and networks that are ethnic and gender specific. We reach out to a variety of sources to collectively find the best talent available.

As a result of our previous and ongoing recruiting efforts within government and quasi-government organizations, (local, city, county, and state) Affion has, and continues to build, an expansive network of candidates that includes the best and the brightest in the public sector. That network of candidates exemplifies our professional commitment to building valued relationships, knowing the individuals' experience and leadership styles, and understanding their needs and career goals. By operating within these guidelines, our deliverable to our client results in being a known and trusted entity.

Screening/Qualifying Candidates

Our senior executive recruiter conducts preliminary screening interviews of all candidates and the most promising candidates to determine their qualifications, pertinent accomplishments, experience, ability to meet special needs of the position and their interest in being considered. Preliminary screening will be based on a resume rating developed from criteria contained in the customized Candidate Recruitment Profile, information contained in the resumes submitted to Affion, and Affion's knowledge of the people and organizations with whom and in which we work. At this point in the search, our recruiter is also securing preliminary, confidential reference information on the most promising candidates (as available and appropriate) to verify experience and qualifications; i.e., to ensure that it is worthwhile proceeding with them.

After qualifying the best candidates into our process, those individuals are subjected to further rounds of interviews by additional Affion executive staff. The same criteria are used, but the emphasis here, is on organizational and cultural fit, and political acumen. This process assures the quality we demand of the short list of semi-finalists that are selected.

All candidates are met face-to-face when possible. If the face-to-face interviews cannot be arranged, then video conferencing is arranged to ensure that the recruiters and executives within Affion are comfortable with the candidates they are presenting for consideration.

Background Investigation

When all members of the Affion qualifying team have agreed that the candidate fits the desired profile we begin extensive background checks to include criminal, education, and financial investigations. Reference calls are completed. Internet and media searches are conducted. This entire procedure is intended to further eliminate unqualified candidates, and to validate the credentials of the final candidates in process.

Selecting Finalists for Promotion to Client

From our rigorous qualifying process and investigation, Affion typically narrows the field of qualified candidates to the top 6-8. We present all of the client's designated representatives with a comprehensive book of material on each of the selected individuals. These books contain summary profiles, resumes, applications, articles by or regarding the candidate, pertinent work product, and photographs of those candidates whose qualifications, work experience, achievements, and/or other special qualities qualify them for the position. This comprehensive confidential report on each candidate covers not only the candidate's working career and those personal aspects that are relevant to the position, but also our appraisal of how the candidate's competencies compare to your specific needs and environment. Affion and the client's representatives will meet to review the detailed contents of the book.

Internal Candidates

Affion always screens and evaluates those applications and resumes received by the client from in-house or outside applicants to insure, on the client's behalf, that the process is considered fair to all applicants and to determine if any of these individuals are qualified, viable candidates. Often, at the client's preference we keep all in-house applicants in process until the final qualifying phases of the search process, unless it is clearly established that certain individuals are not qualified.

We review, evaluate and acknowledge in writing all applications and resumes received. Additionally, we ask that all solicitations for consideration made directly to the client be forwarded to Affion immediately to avoid duplication of efforts and take work off the client's shoulders.

Client Selection of Candidates for Interview

Affion would work closely with the hiring team for selecting the finalist. Affion will make a portfolio presentation to the key stakeholders which will include; the resume, a brief bio written by the candidate, and an answer to the questions "Why Should I be the Next…" Upon our face-to-face presentation of the finalists, with our recommendations and comprehensive background information, we require that the client select the number and names of the candidates it wishes to interview in person.

Upon the client's direction, Affion personnel will coordinate with client personnel to arrange interviews with the top candidates selected for consideration. Affion will work with the client to coordinate any travel or accommodation details that may be needed for each outside candidate.

Client Interviews and Final Selection

The finalist interviews would be conducted in conjunction with the wishes of the hiring team. Affion typically suggests that the hiring team utilize panel interviews and also perhaps a candidate presentation. The candidate presentation would be an oral presentation accompanied by a visual presentation. The purpose of this presentation is to allow the selection committee to see how the candidates communicate their thought process and the candidate's ability to effectively express those thoughts to their audience.

The formal interview would involve the same set questions asked to each candidate by the same panel member. This allows the selection committee to evaluate each candidate on a fair and equal field. These questions are agreed upon in advance with Affion and the selection committee. Affion will be involved throughout the entire interview process to facilitate the interviews.

Hiring

Once it is time for a hiring decision, Affion will provide assistance on final employment matters, such as the negotiation process with successful candidates and notification to unsuccessful candidates.

Any candidate that is presented for consideration will have been pre-qualified on the salary range, benefits and relocation package. Once the finalist has been selected it is our standard practice that the client sends a formal offer letter to Affion on behalf of the successful candidate. Affion will facilitate the signature and closing of the process.

Statement of Diversity

Diversity is deeply ingrained in our core values and heritage at Affion. We recognize and celebrate the richness and value created by the differences among our employees, customers, service offerings, and businesses. It encompasses a wide array of aspects, including people, backgrounds, lifestyles, ideas, and the balance between our work and personal lives. Our commitment to diversity is about maximizing the contributions from all members of our team to deliver greater value to our customers. It is about valuing differences and promoting inclusion, not merely a code word for affirmative action.

At Affion, diversity relies on standards of performance and behavior that foster mutual respect. It is about effectively utilizing our collective talent to create a competitive advantage that leads to success, both for our internal support staff and contract workforce. We are truly dedicated to effectively recruiting and maintaining a diverse workforce.

To ensure equal employment opportunity for all, Affion maintains an Affirmative Action Program and policy that prohibits discrimination based on race, color, religion, sex, national origin, sexual orientation, handicap or disability, or status as a disabled veteran or a veteran of the Vietnam War era. We take affirmative action to ensure that applicants for employment and employees are treated without regard to these characteristics. Our decisions regarding employment status are solely based on an individual's qualifications, and are guided by valid, non-biased job requirements in positions being filled.

Our commitment to diversity extends to all aspects of employment, including recruitment, hiring, promotions, transfers, compensation, benefits, layoffs, terminations, educational tuition assistance, and company-sponsored training and recreational programs. Affion employs responsible reporting and monitoring procedures to ensure strict compliance with the Equal Opportunity Policy and our Affirmative Action program. We are further committed to being an Equal Opportunity Employer in accordance with federal, state, and city laws on fair employment practices. All of our advertising reflects these important standards.

We take pride in our success in ensuring a diverse candidate pool and are thrilled to have placed multiple women and minority candidates in executive-level municipal positions nationwide.

Sustainability Efforts

Our commitment to climate action includes improving the environmental footprint of our operations by going paperless. All the steps involved in creating paper have significant impacts on the environment. Because of this we have made the commitment to go paperless by providing pdfs of our candidate binder presentations, proposals, and additional written communication.

We have also taken steps to reduce our carbon footprint by implementing less travel and utilizing technology for stakeholder meetings, initial interviews, etc. We hope by taking these actions, we are helping to protect the health of our planet today and for generations to come.

Individuals Assigned to Search

Scott Reilly
CEO, Affion Public
reilly@affionpublic.com
717-576-9847

Scott will be the lead on this search and responsible for quality assurance during the length of your project. During the engagement, he will be responsible for ensuring the success of the process.

Scott, previously the Vice President of Arcus Public, has more than 20 years' experience in Sales, Executive Recruiting and Technology. His depth of knowledge and experience placing top executives and technology professionals enables him to lead the talented group of professionals at Affion Public. Throughout his tenure in the public sector, he has been responsible for leading the engagement process and successfully placing more than 100 professionals in key roles. He's worked in the trenches performing the searches, as well as in leadership roles guiding his team and building relationships with clients while at the helm. He truly understands and appreciates the intricacies of the market, and as CEO for Affion Public, he is responsible for the strategic direction and approach of each of the firm's key service areas.

Scott has been a speaker/presenter on various topics nationally working with leading government officials; to help identify opportunities for technology research and share best practices as well as executive search forums. He was named a founding Honorary Alumni to the Harrisburg University of Science and Technology first graduating class. He currently serves as the vice-chairman of the Derry Township Municipal Authority and has been an active member on the Hershey Country Club Board of Governors. Scott was also recognized by the Central Penn Business Journal as one of the region's Top 40 Under 40. He holds a Bachelor of Science degree in Marketing from Rider University.

Scott has been directly involved with all executive level searches through Arcus Public and Affion Public since 2003.

Gina Sprowls
Director of Recruiting
sprowls@affionpublic.com
717-763-1987

Gina will manage the recruitment efforts for your executive search, providing direction and coordination to ensure the ideal candidate profile is met and the best candidate is selected for the job.

She will be responsible for identifying, profiling, and screening candidates, as well as qualifying potential candidates and conducting interviews. Additionally, Gina will assist in coordinating interviews, gathering feedback, and conducting professional reference checks. She may also be involved in presenting the final candidates to stakeholders for consideration.

With over ten years of diverse experience in recruitment, sales, and management, Gina brings a strong background in Human Resources with a focus on executive level recruitment and training. Her experience spans across various industries, including Public Sector, Technology, Finance, Healthcare, Sales, and Education. Gina has successfully managed multiple executive level searches nationwide and is known for building and maintaining excellent relationships with clients and candidates alike. She holds a Bachelor of Science degree in Business Administration from Capella University and an Associate of Arts degree in Human Resources.

Gina has been directly involved in all executive level searches conducted by Arcus Public and Affion Public since January 2008.

Individuals Assigned to Search continued..

Brittany Schwaber, Executive Recruiter

Brittany will focus on the recruiting efforts of your search. As she works through this process, she will adhere to providing a detailed and informative profile of ideal candidates to ensure that the best individual for the position is identified and hired.

Brittany will be responsible for screening candidates that present as qualified contenders for the role. In addition, she will be conducting candidate interviews, coordinating the logistics of interviews, gathering feedback and performing reference checks.

Brittany brings over seven years of experience in recruiting with a dynamic approach to her work. Her career has been diverse in different industries that include biopharmaceuticals, construction, and manufacturing. She has a well-rounded background in the field of Human Resources with an emphasis and passion for talent management strategies, employee retention and engagement initiatives and career development. Brittany is known for her ability and ease in establishing and building relationships with candidates. Her keen eye for detail coupled with her responsiveness makes for a great partnership between clients and candidates. She holds a Bachelor of Science degree in Business Management from Kutztown University and a Professional in Human Resources (PHR) certificate from HRCI.

Cassandra Segedy, Marketing Associate

Cassie will focus on the marketing efforts of your search. As she works through this process, she will provide thorough and concise social media marketing and marketing materials, to help reach a large array of qualified candidates.

Cassie will be responsible for creating the brochure used for social media and job postings, posting the position on all Affion Public social media platforms, creating candidate binder presentation materials, and creating job announcements for the successful candidate.

Cassie brings 7 years of marketing, advertising, and graphic design experience with her. Her career has been diverse in different industries that include manufacturing, life sciences, food service, data logging, grocery distribution, and small business management. Cassie has extensive experience in social media marketing, print advertisement, web design, and graphic design. Cassie is known for her easy-going nature, attention to detail, and responsiveness, allowing her to create the perfect marketing materials specific to your city and job posting. Cassie holds a Bachelor of Arts with a concentration in Graphic Design from the State University of New York at Oswego.

Shanice Caesar, Sourcing Specialist

Shanice will focus on the sourcing efforts for this search. As she works through this process, she will be responsible for finding candidates that match the experience and ideal candidate specs for this role, posting the position on sponsored job sites, and running background checks.

Shanice brings over five years of experience in recruiting with a dynamic approach to her work. Her career has been diverse in different industries that include Information Technology, Finance, Professional Services and Healthcare. She has a well-rounded background in the field of Information Technology with an emphasis and passion for talent management strategies, employee retention and engagement initiatives and career development. Shanice is known for her ability and ease in establishing and building relationships with candidates. Her keen eye for detail coupled with her responsiveness makes for a great partnership between clients and candidates. She holds a Bachelor of Science degree in Business Management from The University of Guyana.

Proposed Project Timeline:

Timeframe	Activity
Upon Selection	• Affion to negotiate and finalize contract
Once contract is finalized	• Facilitate a meeting to discuss timelines, recruitment process and plan for completing the Position and Candidate Profiles • Affion to meet with identified stakeholders to begin the due diligence process • Conduct Public Forums if needed • Simultaneous industry research taking place
Within 10 days after the contract is finalized	• Affion presents draft of Profile

Upon approval of profile/brochure	• Search Firm conducts recruitment to include:
	  ○ Referrals, LinkedIn, Sourcing, etc.
	  ○ Post the job on websites

Ongoing	• Progress Report—check for quality and diversity of applicants. Determine need to target any specific group or area. • Review and qualify all potential candidates
30 days after posting	• Deadline to receive resumes
45 days after resume deadline	• Binder Presentation of 6-8 candidates to the Selection Panel • Affion will facilitate a review of the final candidates
2 weeks after binder presentation	• Conduct first round of candidate interviews with the Search Committee and key stakeholders • Finalize decision on the candidate of choice and negotiate employment agreement with the candidate
2 weeks after final interviews	• Successful Candidate accepts offer of employment

Cost

Full Executive Search:

Affion executive searches are full-service searches conducted by senior executives within our firm. The fee we have outlined herein is all inclusive of all phases of the search including stakeholder meetings, profile development, job postings, sourcing, recruitment, interviewing, reference checking, background checks, media checks, and candidate offer negotiation.

Fee for the City Administrator position: $28,000 (all inclusive)

Additional expenses, which are not included in the overall fee but are expected to be reimbursed by the City of De Pere include all candidate travel expenses for the purpose of interviews with the City of De Pere. This will vary depending on the location of the finalist selected.

While invoice procedures can be adjusted, our typical billing practice is to spread the fee payment over three equal installments. (One-third to be billed when the contract is signed, one-third to be billed upon presentation of the Final Candidates, and the last one-third to be billed upon the hiring of the desired Candidate.) Adjustments to our payment and billing processes are negotiable in order to best accommodate our clients' needs.

Guarantee:

As with all of our executive searches, we are prepared to offer our standard professional service guarantee. If the hired candidate is asked to leave for reasons of non-performance or leaves of his/her own volition in the first 24 months of employment, we will re-launch a search for a new candidate, under the original position specifications. In such a case, we will do so for no additional professional fee, though charging expenses that may incur to include all Affion travel, hotel, and re-posting of job advertisements. It is our commitment to partner with you from the initial signing of the contract until the candidate accepts and offer and begins employment.

Reference List

City of Kyle, TX

Bryan Langley
City Manager
100 W. Center Street
Kyle, TX 78640
972-984-0853
BLangley@cityofkyle.com

Mayor Travis Mitchell
100 W. Center Street
Kyle, TX 78640
(512) 944-0948
tmitchell@cityofkyle.com

Affion had the pleasure of working with the City of Kyle on their City Manager search (2023), their City Attorney (2023) and their Director of Water Utilities searches (2023). Bryan was the successful candidate for the City Manager search, and we have worked with him on the last two searches; we worked closely with Mayor Mitchell throughout the City Manager search.

City of West Valley City, UT

John Flores
Director of Human Resources
3600 South Constitution Boulevard
West Valley City, UT 84119
801-232-0261
John.Flores@wvc-ut.gov

Affion had the pleasure of working with the City of West Valley City, UT on their recent City Manager search (2023). We worked closely with John throughout the search process.

Town of Mooresville, NC

Tiffany Shelley
Director of Human Resources
413 N Main St
Mooresville, NC 28115
781-504-1963
tshelley@mooresvillenc.gov

Jim Landon
Interim Town Manager
413 N Main St
Mooresville, NC 28115
386-931-1792
jlandon@mooresvillenc.gov

Affion had the pleasure of working with the Town of Mooresville on their recent Town Manager search (2023). We worked closely with Tiffany and Jim throughout the process; Jim served as the Board's liaison.

Client List

Cities:

Borough of State College, PA
- Director of Public Works (2016; 2021)

City of Addison, TX
- City Secretary (2023)

City of Ann Arbor, MI
- Parks and Recreation Services Manager (2008)
- Parks and Recreation Services Deputy Manager (2008)
- City Administrator (2011)
- Fire Chief (2014)
- Police Chief (2015)
- City Administrator (2016)

City of Arlington, TX
- City Auditor (2014)
- Director of Community Development and Planning (2015)

City of Aurora, CO
- City Manager (2018)
- Court Administrator and Detention Director (2021)

City of Asheville, NC
- Urban Planning and Design Director (2014)
- Police Chief (2015)

City of Atlanta, GA
- Chief Information Officer (2003)

City of Austin, TX
- City Manager (2008)
- Fire Chief (2008)
- Chief Information Officer (2008)
- Director of Solid Waste Services (2009)
- Chief Sustainability Officer (2010)
- Director of Code Compliance (2011)
- Chief Financial Officer (2012)
- Austin Water Utility (AWU) Assistant Director, Engineering Services (2013)
- Austin Water Utility (AWU) Assistant Director, Pipeline Operations and Maintenance (2013)
- Assistant City Manager (2013)
- Purchasing Officer (2014)
- Deputy Director, Economic Development (2015)
- Redevelopment Division Manager (2015)
- Assistant Director of Water Res Planning & Analysis (2015)
- Austin Energy – CTO (2016)
- Austin Energy – Chief of Staff (2017)
- Fire Chief (2018)
- Director of Economic Development (2019)

City of Austin, TX continued..
- Director of Development Services (2019)
- Chief Information Security Officer (2020)
- Assistant Director of Economic Development (2020)
- Director of Austin Code (2020)
- Homeless Strategy Officer (2020)
- Assistant Director of Housing and Planning (2021)
- Chief Resiliency Officer (2021)
- Emergency Medical Services Chief (2021)
- Director, Austin Water (2022)
- Director, Transportation and Public Works (2023)

City of Beaumont, TX
- Police Chief (2024 - present)

City of Bellevue, WA
- Director of Planning and Community Development (2010)
- Chief Communications Officer (2012)
- Chief Economic Development Officer (2014)
- Chief Communications Officer (2016)
- Director of Planning and Community Development (2016)

City of Boise, ID
- Planning and Development Services Director (2021)
- Planning and Development Services Director (2024 - present)

City of Boulder, CO
- Director of Public Works for Utilities (2011)
- Deputy Director of Community Planning and Sustainability (2011)
- Comprehensive Planning Manager (2012)
- Human Resources Director (2013)

City of Bozeman, MT
- Human Resources Director (2021)
- Director of Transportation and Engineering (2021)
- Director of Utilities (2021)
- City Engineer (2022)
- Assistant City Manager (2022)
- Director of Utilities (2023)
- Assistant City Manager (2024 – present)

City of Broken Arrow, OK
- Fire Chief (2010)
- Police Chief (2011)
- City Manager (2012)
- Assistant City Manager (2013)
- Director of Engineering/Construction (2014)
- Fire Chief (2014)
- City Manager (2015)

City of Burbank, CA
- Director of Finance (2009)
- Director of Parks and Recreation (2007)

City of Burleson, TX
- Chief Technology Officer (2021)

City of Cedar Park, TX
- Director of Information Services (2018)
- Police Chief (2021)
- Director of Finance (2022)
- Assistant City Manager (2022)
- Director of Human Resources (2023)
- Assistant City Manager (2024 – present)

City of Celina, TX
- City Manager (2023)

City of Chandler, AZ
- Chief Information Officer (2007)
- Director of Economic Development (2008)
- Director of Planning and Development (2008)
- Municipal Utilities Director (2015)

City of Chester, PA
- Chief Operating Officer (2022)
- Director of Finance (2023)

City of College Station, TX
- Assistant Director of Planning & Development (2008)
- Fire Chief (2016)
- Chief Information Officer (2017)
- Director of Water Services (2018)
- City Manager (2018)
- Director of Planning and Development Services (2018)

City of Columbia, MO
- City Manager (2011)
- CIO (2015)

City of Commerce City, CO
- City Manager (2021)

City of Corpus Christi, TX
- City Manager (2008)

City of Dallas, TX
- Deputy Director CIS (2005)
- Public Information Officer (2005)
- Assistant Director Dallas Water Utilities (2005)
- Assistant Director CIS (2005)
- Director and Chief Information Officer (2005)
- Director of Housing (2014)
- Assistant City Manager (2014)
- Director of the Department of Trinity Watershed Management (2015)
- Fire Chief (2016)
- City Manager (2016)
- Assistant Director of Transportation (2022)

City of Denton, TX
- Director of Environmental Services and Sustainability (2021)

City and County of Denver, CO
- Manager of Community Planning and Development (2012)
- Independent Monitor (2021)

City of Dublin, OH
- CIO (2015)
- Planning Director (2015)
- City Manager (2022)

City of Durango, CO
- Director of Public Works (2021)
- Director of Parks and Recreation (2023)

City of East Lansing, MI
- City Manager (2012)

City of El Paso, TX
- City Manager (2014)
- Director of Museums and Cultural Arts (2014)
- Managing Director of Public Works (2015)
- Director of Planning and Inspections (2018)

City of Eugene, OR
- Executive Director of Planning and Development (2010)

City of Farmers Branch, TX
- City Manager (2022)

City of Fort Collins, CO
- Chief Sustainability Officer (2014)
- Light & Power Operations Manager (2015)
- Chief Human Resources Officer (2016)
- Cultural Services Director (2016)
- Transfort & Parking Services General Manager (2018)
- Director of Cultural Services (2018)
- Director of Planning, Development and Transportation (2019)

City of Fort Worth, TX
- Assistant City Manager (2022)

City of Frisco, TX
- City Manager (2022)
- Assistant City Manager (2023)
- Fire Chief (2023)
- Chief Information Officer (2023)
- Chief Financial Officer (2024 – present)

City of Galveston, TX
- City Manager (2011)

City of Gardner, KS
- Business and Economic Development Director (2015)
- Utility Director (2015)

City of Georgetown, TX
- Assistant City Manager (2021)
- Assistant Water Utility Director (2024 – present)

City of Greeley, CO
- Director of Human Resources (2020; 2022)
- City Clerk (2020; 2022)
- Finance Director (2020)
- Fire Chief (2021)
- Director of Public Works (2021)
- Human Resources Deputy Director (2021)
- Deputy Finance Director (2021)
- Culture, Parks and Recreation Director (2022)
- Human Resources Deputy Director (2022)
- Director of Communications and Engagement (2022)
- Community Development Director (2022)
- Deputy Director of Water Resources (2022)
- Payroll Manager (2023)
- Cultural Affairs Manager (2023)
- Finance Director (2023)
- Deputy Director of Finance (2023)

City of Hollywood, FL
- City Manager (2011)

City of Huntsville, TX
- City Manager (2008)

City of Irving, TX
- City Manager (2006)
- Assistant City Manager (2008)
- Internal Auditor (2008)
- Director of Human Resources (2007)
- Assistant Director of Human Resources (2007)
- City Attorney (2007)
- Fire Chief (2006)
- City Secretary (2010)
- Capital Improvement Program Director (2019)

City of Kirkwood, MO
- Chief Administrative Officer (2014)
- Police Chief (2017)

City of Kyle, TX
- City Manager (2023)
- City Attorney (2023)
- Director of Water Utilities (2023)

City of Leander, TX
- City Manager (2011)

City of Los Angeles, CA
- CIO-Los Angeles World Airport (2007)
- General Manager, ITA (2002)
- Information Systems Manager (2002)
- General Manager Department of Aging (2003)
- Director, Bureau of Sanitation (2004)
- Los Angeles Zoo: General Manager (2003)
- City Engineer (2003)

City of Lynwood, CA
- Assistant City Manager (2007)
- Director of Human Resources (2007)
- Assistant Director of Public Works (2007)
- Deputy Director of Development (2007)

City of Marshall, TX
- City Manager (2014)

City of McKinney, TX
- City Manager (2008)
- Assistant City Manager (2009)
- Director of Finance (2011)
- Director of Water Utilities and Infrastructure (2013)
- Assistant City Manager (2014)
- Director of Public Works (2016)
- Director of Housing and Community Development (2024 – present)
- Director of Code Services (2024 – present)

City of Mesa, AZ
- Deputy City Manager (2007)
- Director of Human Resources (2007)

City of Missouri, City, TX
- Director of Finance (2016)
- Director of Development Services (2016)
- Director of Economic Development (2022)

City of Morgantown, WV
- City Manager (2010)

City of North Richland Hills, TX
- City Manager (2009)
- General Manager: NRH2O, Water Park (2014)

City of Pflugerville, TX
- Assistant City Manager (2022)
- Communications Director (2023)

City of Phoenix, AZ
- Human Resources Director (2015, 2017)

City of Plano, TX
- City Manager (2010)
- City Attorney (2013)
- Director of Human Resources and Risk Management (2024 – present)

City of Port Arthur, TX
- Assistant City Manager (2016)
- Public Works Director (2016)

City of Raleigh, NC
- Director of Human Resources (2023)

City of Round Rock, TX
- City Manager (2010)
- Director of Human Resources (2012)
- Police Chief (2013)
- Deputy CFO (2021)

City of San Angelo, TX
- Director of Planning and Development Services (2023)
- Director of Water Utilities (2024 – present)

City of San Antonio, TX
- City Manager (2006)
- Assistant City Manager (2006)
- Director for the Office of Management and Budget (2020)
- Transportation Director (2020)
- Government Affairs Director (2021)
- Communication and Public Engagement Director (2021)
- Diversity, Equity, and Inclusion Officer (2022)
- Assistant Director of Human Resources (2023)
- Chief Resiliency Officer (2023)
- Public Safety Outcomes (2023)
- Animal Care Services Director (2024 – present)
- Fire Chief (2024 – present)

City of San José, CA
- Deputy Director of Administration (2006)
- Deputy Director of Integrated Waste Management (2006)

City of San Marcos, TX
- City Manager (2008)
- Human Resources Director (2011)
- Chief Building Official (2011)

City of Savannah, GA
- City Manager (2010)

City of Scottsdale, AZ
- Police Technology Director (2009)

City of Shawnee, OK
- City Manager (2015)

City of Springfield, MO
- City Manager (2008)

City of Tacoma, WA
- Assistant City Manager (2006)
- Director of Finance (2007)
- Director of Information Technology (2008)
- Assistant Director of Finance (2009)

City of Tamarac, FL
- Fire Chief (2009)
- Director of Community Development (2013)
- Assistant City Manager (2017)
- Public Services Director (2022)

City of Taylor, TX
- City Manager (2019)

City of Thornton, CO
- City Manager (2017)

City of West Valley City, UT
- City Manager (2023)

Incorporated Village of Garden City, NY
- Village Administrator (2014)

Town of Mooresville, NC
- Town Manager (2023)

Town of Sunnyvale, TX
- Director of Planning and Development Services (2023)

Township of Derry, Hershey, PA
- Township Manager (2018)

Counties:

County of Los Angeles, CA
- Information Systems Manager (2007)
- CIO-Los Angeles World Airport (2007)

City and County of Denver, CO
- Independent Monitor (2021)

City and County of Philadelphia, PA
- Chief Information Officer (2000)
- CIO-Philadelphia Free Library (2001)
- CIO-Philadelphia Police Department (2006)

Delaware County, PA
- Executive Director (2020)
- Health Department Director (2021)
- Director of Purchasing (2021)
- Diversity, Equity, and Inclusion Officer (2021)
- Prison Warden (2021)
- Director of Planning (2022)

Laramie County, WY
- Public Works Director (2014)

Milwaukee County, WI
- Director of Parks, Recreation & Culture (2013)

Washtenaw County, MI
- Community Development Director (2007)

States:

Commonwealth of Pennsylvania-Office of Administration
- Chief Information Officer (2008)
- Chief Technology Officer (2008)
- Deputy Chief Information Officer (2008)

State of Texas, Austin, TX
- Director of Benefits - Employee Retirement System of Texas (2006)
- CTO - Employee Retirement System of Texas (2005)
- Chief Information Officer of DIR (2006)

Education:

Harrisburg University, Harrisburg, PA
- Director of Learning Assessment (2009)
- E-Business Program Director / Faculty (2008)
- Learning Technologies Program Director / Faculty (2008)
- CIS Program Director / Faculty (2007)
- Biotechnology Professor (2008)
- VP for Development (2005)
- Director of Development (2007)
- Controller (2006)
- Network Administrator (2006)

Other:

Austin Economic Development Council
- President/CEO (2021)

Austin Transit Partnership
- Director of Accounting (2022)
- Chief Communications Officer (2022)
- Chief of Engineering and Construction (2022)
- Director of IT (2023)
- CFO (2023)

Central Texas Regional Mobility Authority (CTRMA)
- Executive Director (2020)

Clarksville-Montgomery County EDC
- President/CEO (2021)

E-470 Public Highway Authority, Aurora, CO
- Executive Director (2015; 2021)

Housing Authority of the City of El Paso, TX
- Chief Operating Officer (2010)

International City/County Management Association (ICMA)
- Chief Information Officer (2021)

Minneapolis Parks and Recreation Board, MN
- Assistant Superintendent of Planning (2011)
- Assistant Superintendent of Recreation (2012)
- Deputy Superintendent (2012)
- Assistant Superintendent of Environmental Stewardship (2012)
- Director of Park Safety and Security (2013)
- Human Resources Manager (2013)

North Texas Municipal Water District (NTMWD)
- Water System Manager (2018; 2022)

Roanoke Redevelopment and Housing Authority
- Executive Director (2006)

Round Rock Chamber of Commerce, TX
- President/Chief Executive Officer (2014)

San Antonio Water System (SAWS)
- Chief Information Officer (2016)
- Sr. Vice President / Chief Operating Officer (2022)

Valley Regional Transit, ID
- Executive Director (2022)

Williamson-Burnet County Opportunities, Inc. (WBCO)
- Executive Director (2013)

Thank you for the opportunity to submit this proposal.
We look forward to assisting you with your
executive search needs!

CPS HR CONSULTING

PROPOSAL

City of De Pere

Executive Recruitment Services for City Administrator

Due Date: April 23, 2024

SUBMITTED BY:
MELISSA ASHER
Sr. Practice Leader, Products and Services

CPS HR Consulting
2450 Del Paso Road, Suite 220
Sacramento, CA 95834
P: 916-471-3358
masher@cpshr.us
Tax ID: 68-0067209

www.cpshr.us

Your Path to Performance

CPS HR CONSULTING

April 23, 2024

Shannon Metzler, HR Director and Tracy Hood, HR Generalist
City of De Pere
335 S. Broadway
De Pere, WI 54115

Submitted via email to: smetzler@deperewi.gov and thood@deperewi.gov

Subject: Executive Recruitment for City Administrator

Dear Ms. Metzler and Ms. Hood:

CPS HR Consulting (CPS HR) is pleased to have the opportunity to submit a proposal to assist the City of De Pere (City) with the recruitment of a new City Administrator. We are uniquely qualified to undertake this effort as we have vast experience in assisting public agencies with executive search, screening, and placement.

We understand that each agency is unique, and our extensive experience allows us to tailor our process to specifically meet your needs. Our work with local government agencies throughout the United States gives us an in-depth understanding of government operations, programs, and services.

CPS HR offers a broad spectrum of human resource services while delivering personalized, results-oriented services, utilizing best practice methods of recruitment and selection strategies from our team of recruitment experts. Each recruitment is an opportunity to shape and prepare your organization for the future. We understand how important this transition is for you and are perfectly placed to assist you in this endeavor. Once this project begins, we will work with the City to tailor our process to highlight this exciting opportunity and attract the best possible candidates.

It is our commitment to work in partnership with your organization to a successful result.

Thank you for the opportunity to be considered for this assignment. Should you have questions or comments about the information presented in this proposal, **please contact me (916) 471-3358 or via email at masher@cpshr.us.**

Sincerely,

Melissa Asher

Melissa Asher
Senior Practice Leader, Products and Services

Table of Contents

About CPS HR Consulting 1
Recruitment Experts 2
Our Approach 5
Key Stakeholder Involvement 5
City's Needs 5
Commitment to Communication 5
Aggressive, Proactive, and Robust Recruitment 5
Diversity Outreach Process 6
Methodology and Scope of Work 7
Phase I - Develop Candidate Profile and Recruitment Strategy 8
Phase II - Aggressive, Proactive, and Robust Recruitment 9
Phase III - Selection 10
Timeline 12
Project Staffing 13
Project Manager 13
References 15
Professional Fees and Guarantee 16
Professional Services 16
One-Year Service Guarantee 16
Appendix A: Sample Brochure 17

About CPS HR Consulting

CPS HR Consulting has been assisting organizations with their talent management needs for over 35 years. We have unique expertise in delivering HR management and consulting services, employment testing, and assessment services to government agencies throughout North America. Our core competency is its knowledge of and expertise in the public sector.

OUR VISION:

Enabling people to realize the promise of public service

CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization's specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of organizational strategy, recruitment and selection, training and development, and organization and workforce management.

CPS HR occupies a unique position among its competitors in the field of government consulting; as a Joint Powers Authority, whose charter mandates that we serve only public sector clients, we actively serve all government sectors including Federal, State, Local, Special Districts, Higher Education, and Non-Profit Organizations. This singular position provides CPS HR with a systemic and extensive understanding of how each government sector is inter-connected to each other and to their communities. That understanding, combined with our knowledge of public and private sector best practices, translates into meaningful and practical solutions for our clients' operational and business needs**.**

With more than 100 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that help public sector organizations impact the communities they serve. CPS HR has worked with more than 1,200 government and public/non-profit clients throughout the United States and Canada.

Our headquarters are located in Sacramento, California. We have regional offices in Texas, Colorado, and Southern California.

Recruitment Experts

CPS HR specializes in the recruitment and selection of key professionals for cities, counties, special districts, and non-profits. Working in partnership with the governing body or selection team, we develop customized search strategies that focus on locating and recruiting qualified candidates who match the agency's unique needs. Our wealth of recruitment experience has been gained through ***more than 20 years*** of placing top and mid-level executives in public agencies throughout the United States.

- **Unmatched Recruitment Experience for Government Agencies.** CPS HR has extensive experience in recruiting executive-level professionals for public agencies across the United States. As a public agency ourselves, we understand how to work with and within government. Our understanding of public sector culture and policy uniquely sets us apart from our competitors.
- **Focus on Diversity Recruiting.** In the past three years, 57% of the candidates placed by CPS HR are female, members of ethnic minorities or both. To continue this trend, CPS HR is constantly assessing the best methods for reaching the broadest network of possible candidates. To that end, we have just signed a contract with Zoom Info, a new sourcing platform, that includes a diversity sourcing filter.
- **Seasoned Executive Recruiters.** Our recruiters possess a high level of expertise in recruiting and placing executive-level professionals. Our staff of experts includes an exceptional group of full-time employees as well as a full complement of subject matter experts, intermittent employees, and part-time employees with a variety of public and private sector experience.
- **Detailed Needs Assessments.** We conduct a detailed needs assessment to identify 1) future organizational direction; 2) challenges facing the position; 3) the working style and organizational climate; and 4) required core and job specific competencies as well as personal and professional characteristics.
- **Success Recruiting Non-Job Seeking Talent.** We recognize that the very best candidates for some types of positions may not be looking for a career change, therefore, our recruitment team takes a very aggressive approach to identify and recruit such candidates.
- **Vast Pool of Public Agency Contacts.** CPS HR maintains a database of candidates and an extensive network of external resources to leverage for executive-level positions. We utilize our vast pool of public and non-profit contacts to deliver a strong list of competitive candidates who will be well prepared to assist you in the accomplishment of your specific mission and goals.
- **Satisfied Clients.** ***Our executive search client satisfaction rating averages 4.6 on a scale of 5.*** While many companies talk about client satisfaction, how many measure the impact of that through assessing client satisfaction by distributing written surveys and tying the results of these surveys to their performance management system? CPS HR Consulting

does. A client satisfaction survey is sent at the end of every engagement requesting feedback on the quality of our staff, deliverables, and the overall consulting relationship.

- **Retention/Success Rate.** Our success rate is tied to the longevity of the candidates we place, currently more than 95% of our placements are still in their position after two years.
- **Partial list of recruitments.** Below is a brief listing of recent similar recruitments to show our experience with similar executive recruitments.

Agency	Title	Year Completed
City of Simi Valley, CA	City Manager	Current
City of Arcata, CA	City Manager	Current
City of Phoenix, AZ	Assistant City Manager	2023
City of Phoenix, AZ	Deputy City Manager	2023
City of Baytown, TX	City Manager	2023
City of Littleton, CO	Deputy City Manager	2023
City of Littleton, CO	City Manager	2022
City of Oklahoma City, OK	Assistant City Manager	2022
City of Bellaire, TX	City Manager	2022
County of Trinity, CA	County Administrative Officer	2022
City of Nogales, AZ	City Manager	2022
County of Imperial, CA	County Executive Officer	2022
City of Turlock, CA	City Manager	2022
City of Dallas, TX	Assistant City Manager	2022
City of Tucson, AZ	Assistant City Manager/Chief Financial Officer	2022
City of Piney Point Village, TX	City Administrator	2022
City of Nogales, AZ	City Manager	2022
City of Surprise, AZ	City Manager	2021
City of Aztec, NM	City Manager	2021
County of Yolo, CA	County Administrative Officer	2021
City of Aurora, CO	Deputy City Manager	2021
City of Dickinson, TX	City Manager	2021
City of Dayton, TX	City Manager	2021
County of Los Alamos, NM	County Manager	2021

Agency	Title	Year Completed
City of Hercules, CA	City Manager	2021
City of Clayton, CA	City Manager	2021
City of Marysville, CA	City Manager	2021
County of Flathead, MT	County Administrator	2021
County of Yolo, CA	Assistant County Administrative Officer	2020
City of Greeley, CO	Deputy City Manager	2020
City of Reno, NV	City Manager	2020
City of Bozeman, MT	City Manager	2020
City of Richmond, CA	City Manager	2019
City of Columbia, MO	City Manager	2019
City of Union City, CA	City Manager	2019
Town of Paradise Valley, AZ	Town Manager	2019
City of Carson, CA	City Manager	2019
City of East Palo Alto, CA	City Manager	2019
City of Woodland Park, CO	City Manager	2018
City of Modesto, CA	City Manager	2018
Churchill County, NV	County Manager	2018
City of Sacramento, CA	Assistant City Manager	2018
County of San Luis Obispo, CA	City Manager	2018
City of Goodyear, AZ	City Manager	2018
County of Imperial, CA	County Executive Officer	2018

Our Approach

Key Stakeholder Involvement

The Mayor and Common Council on behalf of the City of De Pere must be intimately involved in the search for a new City Administrator. Our approach assumes their direct participation in key phases of the search process. At the discretion of the Mayor and Council, other key stakeholders may also be invited to provide input for the development of the candidate profile.

City's Needs

A critical first step in a successful executive search is for the Mayor and Council to define the professional and personal qualities required of the City Administrator. CPS HR has developed a very effective process that will permit the Mayor and Council to clarify the preferred future direction for the City; the specific challenges the City is likely to face in achieving this future direction; the working style and organizational climate the Mayor and Council wishes to establish with the City Administrator; and ultimately, the professional and personal qualities required of the City Administrator.

Commitment to Communication

Throughout the recruitment process, we are strongly committed to keeping you fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.).

We place the highest level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process. As a result, we have many long-term relationships with clients that have led to opportunities to assist them with multiple recruitments.

CPS HR's communication continues once you have selected the new City Administrator. We will contact the Mayor and Council and the newly appointed City Administrator within six months of appointment to ensure an effective transition has occurred.

Aggressive, Proactive, and Robust Recruitment

We take an aggressive approach in identifying and recruiting the best available candidates. There are those candidates who would gladly rise to the professional challenge and apply for this position; however, some of the best candidates are often not actively seeking a new position and may only consider a change once we present them with your opportunity. Evoking the sense of vision and opportunity in qualified persons is among the responsibilities of CPS HR, and we pride ourselves in our efforts to reach the best available potential candidates. We use advertisements, directly email the outreach brochure, post messages and connect with potential candidates on business media such as LinkedIn, and of course, pick up the phone and call qualified individuals and referral sources.

Diversity Outreach Process

CPS HR strives to attract the most highly qualified, diverse candidate pool possible. We are pleased that our diligent efforts have resulted in more than ***57%*** of our executive level placements being people of color and/or female candidates within the past three years.

We accomplished this by advertising with organizations like the National Forum for Black Public Administrators and the Local Government Hispanic Network in order to reach these specific population groups. We also seek candidate referrals from local subject matter experts and the national leadership of groups like Women Leading Government. By taking the time to directly contact these influential industry experts, we ensure that we capture the maximum number of distinguished candidates – particularly those who are well-known in their industries, but who may not be actively looking for a new job.

The result is incredibly diverse candidate pools. Our clients have been quite pleased with our process and end results.

Methodology and Scope of Work

Our proposed executive search process is designed to provide the City with the full range of services required to ensure the ultimate selection of a new City Administrator is uniquely suited to the City's needs. CPS HR can perform **Outreach Only** or **Partial Recruitment** services if a **Full Recruitment** is not currently needed by the City.

Phase I: Our consultant will meet with the Mayor and Council to ascertain the City's needs and ideal candidate attributes, to target our search efforts, and maximize candidate fit with the City.

Phase II: The recruitment process is tailored to fit the City's specific wants and needs, with targeted advertising, combined with contacts with qualified individuals from our extensive database.

Phase III: The selection process is customized for the City. CPS HR will work with the Mayor and Council to determine the process best suited to the City of De Pere.

Below is a breakdown of the services included in each recruitment option.

Task	Description	Outreach	Partial	Full
Phase I - Develop Candidate Profile and Recruitment Strategy				
1	Finalize Schedule		X	X
2	Hold Key Stakeholder Meetings	X	X	X
3	Develop Candidate Profile	X	X	X
4	Develop Recruitment Brochure	X	X	X
Phase II – Aggressive, Proactive, and Robust Recruitment				
1	Place Ads	X	X	X
2	Identify and Contact Potential Candidates	X	X	X
3	Review Application Materials		X	X
4	Conduct Screening Interviews		X	X
5	Submit Client Report		X	X
6	Client Meeting to Select Semifinalists		X	X

7	Notify Candidates		**X**	**X**
Phase III – Selection				
1	Prepare Assessment			**X**
2	Schedule Candidates; Coordinate Travel			**X**
3	Prepare Evaluation manuals			**X**
4	Facilitate Finalist Selection Process			**X**
5	Conduct Reference and Background Checks			**X**
6	Assist in Negotiation (if requested)			**X**

Phase I - Develop Candidate Profile and Recruitment Strategy

Task 1 - Review and Finalize Executive Search Process and Schedule

Task 2 - Key Stakeholder Meetings

Task 3 - Candidate Profile and Recruitment Strategy Development

Task 4 - Develop Recruitment Brochure

The first step in this engagement is a thorough review of the City's needs, culture and goals; the executive search process; and the schedule. CPS HR is prepared to meet with key stakeholders to obtain input in developing the ideal candidate profile and to assist us in understanding key issues and challenges that will face a new City Administrator. Activities will include:

- Identifying key priorities for the new City Administrator and the conditions and challenges likely to be encountered in achieving these priorities.
- Describing the type of working relationship the Mayor and Council wishes to establish with the City Administrator.
- Generating lists of specific competencies, experiences, and personal attributes needed by the new City Administrator in light of the discussions above.
- Discussing recruitment and selection strategies for the Mayor and Council's consideration to best produce the intended results.

CPS HR will provide a summary to the City stemming from these activities as an additional source of information for developing the candidate profile and selection criteria.

Following the completion of the workshop session, CPS HR will work with a professional graphic artist to design a recruitment brochure and present it to the City for review. Please refer to **Appendix A** for a sample brochure. Additional brochure examples are available on our website at www.cpshr.us/recruitment-solutions/executive-search.

Phase II – Aggressive, Proactive, and Robust Recruitment

Task 1 - Place Advertisements

Task 2 - Identify and Contact Potential Candidates

Task 3 - Resume Review and Screening Interviews

Task 4 - Mayor and Council Selects Finalists

The recruitment process is tailored to fit the City's specific wants and needs, with targeted advertising, combined with personal contacts with qualified individuals from our extensive database.

CPS HR will prepare, submit for your approval, and publish advertisements on professional and affiliate websites to attract candidates on a nationwide, regional, local or targeted basis based on the recruitment strategy. Examples may include:

Advertising Sources	
• City's website	• National Association of Counties
• CPS HR website	• Governmentjobs.com
• Careers in Government	• ICMA
• LinkedIn	• Public CEO
• National League of Cities	• Wisconsin City/County Management Association

As a consulting firm that interacts with hundreds of public sector executives during engagements, we have a cadre of individuals who we inform of recruitments, both to increase the visibility of the opening and to attract appropriate individuals who fit the special needs of our client. Communication with these professionals ensures that an accurate picture of the requirements of the job is apparent and proliferated throughout their professional networks.

CPS HR is focused on reaching a diverse candidate pool and would recommend publications/websites that are targeted to minority and female candidates. In addition to placing ads on websites aimed at minority candidates, we will contact leaders within appropriate associations to gain their insight and referrals of possible candidates.

Within the past three years, more than 57% of our executive level placements have been minority and/or female candidates.

CPS HR will prepare an email distribution list containing prospective candidates and referral sources. These individuals will receive a link to the City Administrator brochure along with a personal invitation to contact CPS HR should they have any questions about the position.

CPS HR maintains a comprehensive, up-to-date database of industry leaders and experienced professionals; however, we do not rely solely upon our current database.

We also conduct research to target individuals relevant to your specific needs and expectations to ensure that we are thorough in our efforts to market this position to the appropriate audience and to garner a diverse and quality pool of candidates.

We will:

- Convey a strong sense of the purpose and strategy of the City. For many talented individuals, understanding these aspects is one of the key motivators to compete in such an environment.
- Provide guidance and resources to candidates regarding the area's cost of living, mean and median housing prices, higher education opportunities, K-12 education information, and other aspects of interest to those who are considering relocating to the area.
- Actively seek highly qualified candidates who may be attracted by the prospect of collaboration with other departments, providing exceptional leadership to the City or continuing to ensure the public confidence in the integrity of the City.

CPS HR will directly receive and initially screen all resumes. This screening process is specifically designed to assess the personal and professional attributes the City is seeking and will include a thorough review of each candidate's resume, and if applicable, supplemental questionnaire responses and other supporting materials. CPS HR will personally speak to selected candidates during a preliminary screening interview and will spend extensive time ascertaining each candidate's long-term career goals and reasons why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. We will gather data on any other unique aspects specific to this recruitment based upon the candidate profile, as well as conduct internet research on each candidate interviewed.

CPS HR will prepare a written report that summarizes the results of the recruitment process and recommends candidates for further consideration by the Mayor and Council. Typically, the report will recommend five to eight highly qualified candidates and will include resumes and a profile on each interviewee's background. CPS HR will meet with the Mayor and Council to review this report and to assist them in selecting a group of finalists for further evaluation.

Phase III – Selection

Task 1 - Design Selection Process

Task 2 - Administer Selection Process

Task 3 - Final Preparation for Appointment

Task 4 - Contract Negotiation (if requested)

CPS HR will design a draft selection process based on information gathered in Phase I. We will meet with the City to review this process and discuss the City's preferred approach in assessing the final candidates. The selection process will typically include an in-depth interview with each

candidate but may also include other selection assessments such as an oral presentation, preparation of written materials, and/or problem-solving exercises.

We will coordinate all aspects of the selection process for the City. This includes preparing appropriate materials such as interview questions, evaluation manuals, and other assessment exercises; facilitating the interviews; assisting the City with deliberation of the results; and contacting both successful and unsuccessful candidates.

Following the completion of the selection process, CPS HR will be available to complete the following components:

- ***Arrange Follow-up Interviews/Final Assessment Process:*** Should the City wish to arrange follow-up interviews and/or conduct a final assessment in order to make a selection, CPS HR will coordinate this effort.
- ***Conduct In-Depth Reference Checks:*** The in-depth reference checks are a comprehensive 360-degree evaluation process whereby we speak with current and previous supervisors, peers, and direct reports. (It is our policy to not contact current supervisors until a job offer is made, contingent upon that reference being successfully completed, so as not to jeopardize the candidates' current employment situation.) Candidates are requested to provide a minimum of five references. CPS HR is able to ascertain significant, detailed information from reference sources due to our commitment to each individual of confidentiality, which leads to a willingness to have an open and candid discussion and results in the best appointment for the City. A written (anonymous) summary of the reference checks is provided to the City.
- ***Conduct Background Checks:*** Upon a conditional job offer, we will arrange for a background check of a candidate's records on driving, criminal and civil court, credit history, education, published news, and other sensitive items. Should any negative or questionable content appear during these checks, CPS HR will have a thorough discussion with the finalist(s) and will present a full picture of the situation to the City for further review.
- ***Contract Negotiation (if requested):*** Successful negotiations are critically important, and we are available to serve as your representative in this process. With our expertise, we can advise you regarding current approaches to various components of an employment package. We can represent your interests with regards to salary, benefits, employment agreements, housing, relocation, and other aspects, with the ultimate goal of securing your chosen candidate.

Timeline

The project team CPS HR has selected is prepared to begin work upon receipt of a fully-executed contractual agreement. All search activities up to and including the selection of a new City Administrator can be completed in 14 to 16 weeks for a Full Recruitment. A Partial Recruitment can be completed in approximately 10 to 12 weeks, and an Outreach Only in about 4 to 6 weeks. The precise schedule will depend on the placement of advertising on appropriate professional and affiliate websites, and the ability to schedule, as quickly as possible, the initial meeting. A proposed schedule of major milestones is presented below.

Task Name	Month 1				Month 2				Month 3				Month 4			
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Initial Meeting	➤															
Draft Brochure		➤														
Brochure Approved/ Printed & Place Ads		➤														
Aggressive Recruiting					➤											
Final Filing Date						➤										
Preliminary Screening							➤									
Present Leading Candidates									➤							
Semi-finalist Interviews										➤						
Reference/ Background Checks												➤				
Final Interviews												➤				
Appointment													➤			
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Project Staffing

CPS HR has chosen a project manager who possesses extensive recruiting experience and a direct, in-depth understanding of local government. Our executive recruiter will work in collaboration with the City to fulfill the City's needs in a timely and effective manner. We are committed to providing each of our clients the same level of service excellence, and we take great care not to take on more work than this commitment allows. We will not utilize subcontractors for these services. No staff members will be removed or replaced without the prior written concurrence of the City.

Role/Project Assignment	Name	Phone	Email
Executive Recruiter	David Niemeyer	(916) 471-3366	dniemeyer@cpshr.us

Project Manager

David J. Niemeyer, Executive Recruiter

David Niemeyer brings 40 years of local government management experience including managing 7 suburban communities. He brings an extensive practitioner's experience in government services to the CPS HR Executive Recruitment team through his roles as Village Manager, City Manager, Village Administrator, and City Administrator/Assistant to the Mayor. Human resources and senior executive recruitment are areas that he excels in and thoroughly enjoys.

Mr. Niemeyer led recruitments for over 50 local government executive and management positions. This included preparing recruitment profiles and brochures, screening candidates, and creating a list of top candidates for the elected officials, developing interview questions, managing assessment centers, conducting background checks, and negotiating employment offers.

He retired as a village manager in 2021 and has been an executive recruiter with CPS HR since then. As a city manager, he was a leader in economic and downtown redevelopment, developing strategic plans for his communities, and reorganizing service delivery to his communities to save money and better serve his residents. David has a reputation as an ethical, engaged, collaborative leader, who has excellent communication and listening skills. He has a calm, focused disposition and has worked with vocal and diverse elected boards and residents to develop a consensus on controversial issues.

Additionally, he has worked in a variety of different communities in terms of wealth, demographic, political stability, culture, and differing goals. A candidate that is successful in one community may not be successful in another, and so it is important that a recruiter understands the importance of candidate fit in an organization. Mr. Niemeyer's experience in diverse communities will help in screening candidates that are a good match for an organization.in diverse communities will help in screening candidates that are a good match for an organization.

Employment History

- Village Manager, Village of Tinley Park, IL
- Village Manager, Village of Oak Brook, IL
- Village Manager, Village of Homewood, IL
- City Manager, City of Des Plaines, IL
- Village Manager, Village of Richton Park, IL
- Village Administrator, Village of Orland Hills, IL
- City Administrator/Assistant to the Mayor, City of Harvard, IL

Education

- Master's in Public Administration, Northern Illinois University, DeKalb, IL 1985
- Bachelor of Science in Political Science, Northern Illinois University, 1983
- Minors: International Relations, Journalism
- ICMA Credentialed Manager and member of ICMA International Committee

Activities

- Member of ICMA, ILCMA, Metro Managers (past president)

References

Provided below is a partial list of clients we have recently worked with in providing similar executive recruitment services. We are confident that these public-sector clients will tout our responsiveness and ability to successfully place candidates that were a good fit for their organization's needs.

CLIENT/POSITIONS	CONTACT(S)
City of Gillette, WY 201 E 5th St Gillette, WY 82716 City Manager Search (2023)	Deca Wasson, Human Resources Director decaw@gillettewy.gov (307) 686-5227
City of Cincinnati, OH 805 Central Ave Cincinnati, OH 45202 Fire Chief Search (2023) Police Chief Search (2022)	Angela Wright, Chief of Staff angela.wright@cincinnati-oh.gov (513) 352-5335
Frederick County, MD 12 E Church St Frederick, MD 21701 City Diversity Officer Search (2023) Housing Director Search (2023)	Emily Fiftal, Human Resources Division Director efiftal@frederickcountymd.gov (301) 600-1148

Professional Fees and Guarantee

Professional Services

Our professional fixed fee covers all CPS HR services and deliverables associated with a **Full Recruitment** *(Phases I, II, and III)* process**.**

Travel expenses for candidates who are invited forward in the interview process are not included.

Professional Fixed Fees*	
Professional Services for Full Recruitment	**$30,000**

**Professional fees for a Partial and Full recruitment would be billed and paid monthly. Professional fees for an Outreach/Advertising project will be billed and paid in full after the completion of the project*

One-Year Service Guarantee

If the employment of the candidate selected and appointed by the City as a result of a **full executive recruitment** ***(Phases I, II, and III)*** comes to an end before the completion of the first year of service, CPS HR will provide the City with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The City would be responsible only for expenses such as re-advertising, consultant travel, additional background checks, etc. **This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the one-year period.** Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial or an outreach only recruitment effort.

CPS HR CONSULTING

We thank you for your consideration of our proposal. We are committed to providing high quality and expert solutions and look forward to partnering with the City of De Pere in this important endeavor.

The City of Gillette is seeking an exceptional and forward-thinking leader to serve as its City Administrator. The City desires an entrepreneurial, collaborative leader who can engage with an active, diverse, and involved community, has experience leading and innovating on economic development issues, and who will bring a sense of urgency on issues affecting the community and the organization.

City Administrator

THE CITY

Gillette is a fast paced, growing, vibrant community in northeast Wyoming. It is situated on the rolling plains of the Powder River Basin between the Black Hills of South Dakota and the Big Horn Mountains of Wyoming. The current population is estimated at 34,267, which is the third largest city in Wyoming. Gillette is a family-oriented community with excellent schools and has a two-year community college, which includes technical education and nursing education, as well as a technical training school. Gillette is also home to the reputable Western Welding Academy.

Gillette is centrally located in an area involved with the development of vast quantities of American coal, oil, and gas. Wyoming provides nearly 35% of the nation's coal, and Gillette calls itself the "Energy Capital of the Nation". It is also the county seat and a major economic hub for the State of Wyoming. It is also a regional center for media, education, health, and arts. Northeast Wyoming Regional Airport in Gillette is served by United Airlines / Skywest Airlines.

Mineral extraction industries have long been the driving force behind Gillette's efforts to create a family-friendly environment and also to pursue higher education and develop a career. As the world transitions away from coal as a primary power generation source, Gillette and Campbell County have begun an ambitious effort to diversify their economy while still utilizing the abundant natural resources in the Powder River Basin.

Gillette entertains visitors who are enroute to some of the nation's most famous national monuments, including Devils Tower National Monument, the Big Horn Mountain Range, and Mount Rushmore National Memorial. Gillette visitors can also experience Gillette's historic downtown, coal mine tours, buffalo ranch, museums, and more.

Arts, culture, and recreation are prominent in Gillette. Avenues of the Arts features sculptures by various artists in the region. The 9000 seat Wyoming Center at the CAM-PLEX hosts events from Broadway productions to PRCA rodeos. Campbell County has several recreational facilities, including a 190,000 square foot recreation center. The City is hosting for the first time the International Pathfinders Camporee, which will bring 55,000 people from around the world to Gillette in 2024, as well as the National High School Finals Rodeo.

Outside, pronghorn antelope hunting is some of the country's best, and residents and visitors also enjoy hiking and fishing. The City also has an abundance of parks and miles of bicycle/walking paths. The Energy Capital Outdoor Sports Complex hosts many sports tournaments and will soon be home to the multimillion-dollar Aquatic Center facility. Sports tourism is a growing industry in Gillette.

CITY GOVERNMENT

The City of Gillette is a Home Rule City. The City is a Mayor / Council / Administrator form of local government. Gillette is governed by an elected mayor and a city council of six members. Gillette is split into three wards, each represented by two council members. The mayor and council members serve four-year terms.

The City Administrator is appointed by the Mayor and Council and has overall responsibility for all City departments and provides leadership, supervision, and general direction for the City Management team. City departments include Human Resources, Finance, Public Affairs, Police, Development Services, Public Works, and Utilities.

The City's 2022-23 budget was $153 million. The City has 275 full-time employees. The City Council and the residents are supportive of staff, and there are not major internal employee issues facing the next administrator. The City has a strong collaborative relationship with the county, schools, and other local governments in the region.

As with many growing communities, infrastructure projects will be one of the next administrator's priorities. The City recently approved the completion of a master plan for the city's network of pathways for pedestrians and cyclists that connect parts of the city.

The community and the Council are united on many issues, but as can be expected in a growing community, there are issues that divide the community and the Council that will require the use of consensus building skills by the next Administrator.

To learn more, visit www.gillettewy.gov

PRIORITIES, INITIATIVES, AND CHALLENGES

- Supporting the local energy industry while continuing to look at new economic development initiatives to diversify the City's tax base.
- Developing a rebranding strategy.
- Addressing housing affordability issues. The City Council has recently approved a housing study to find possible solutions to our housing shortage and solutions for economical housing.
- Developing a city center plan.
- Continuing to develop innovative partnership and relationships with other local governments.
- Creating and implementing infrastructure plans to facilitate the city's growth. One major project includes the last stages of the completion of the Madison Water Project that has been a huge undertaking but will provide water sustainability to northeast Wyoming for generations to come.

THE IDEAL CANDIDATE

The ideal candidate will:

- Have a high respect and understanding of Wyoming and Gillette qualities.
- Seek a long-term home and commitment to the City of Gillette.
- Exhibit the attributes of a top-notch leader, including integrity, transparency, resiliency, visionary, team builder, approachable, thick skinned.
- Follow through on issues in a timely and decisive manner; understands that many issues are not black and white.
- Be skilled in public relations and active in the community.
- Keep all elected officials equally informed of issues in the organization and the community.
- Be engaged and respected by employees.
- Have a strong background in community development and real estate.
- Be an innovative, solution orientated administrator who brings a sense of urgency to moving the organization and community forward.
- Have good written and oral communication skills, including being an active listener. Can communicate with people with diverse backgrounds.
- Be professional and non-political.
- Understand and know how to navigate legislative issues.
- Have strong financial skills.

EDUCATION AND EXPERIENCE

A Bachelor's degree from an accredited four-year college or university required. A Master's degree in Public/ Business Administration is highly desirable. Proven executive-level municipal management experience as either a chief administrative officer, assistant CAO or senior department head level experience desired.. ICMA accreditation desired.

The City Administrator will be required to be a resident of Gillette.

COMPENSATION AND BENEFITS

The compensation and benefits package will be competitive and negotiable depending on the experience and qualifications of the chosen candidate. The starting salary range for this position is **$170,000 to $200,000** annually DOQ.

The position offers the following benefits:

- 10 holidays per year.
- 17 days' vacation accrual per year, plus one annual personal day.
- 12 sick days accrual per year.
- 85/15 PPO health insurance plan for all full-time Gillette City employees and their dependents. 100% employer paid for high deductible plan.
- Dental and vision insurance.
- Group Life Insurance.
- Short and Long-Term Disability Insurance.
- Flexible Benefits Plans.
- Voluntary Deferred Compensation Program, including a negotiated contribution by the City.
- Wyoming Retirement Pension System. The City pays both the City and employee contribution to the pension system (currently, the employee share is 9.25% of their salary).

Some benefits currently offered to employees may be modified in the future.

APPLICATION AND SELECTION PROCEDURE

This position is open until filled. To be considered for this exceptional career opportunity, submit your resume, cover letter, and a list of six work-related references that will not be contacted until the final interviews (two supervisors, two direct reports, and two colleagues) by the first resume review date of **July 12, 2023**. Resume should reflect years and months of employment, beginning / ending dates, as well as the size of staff and budgets you have managed.

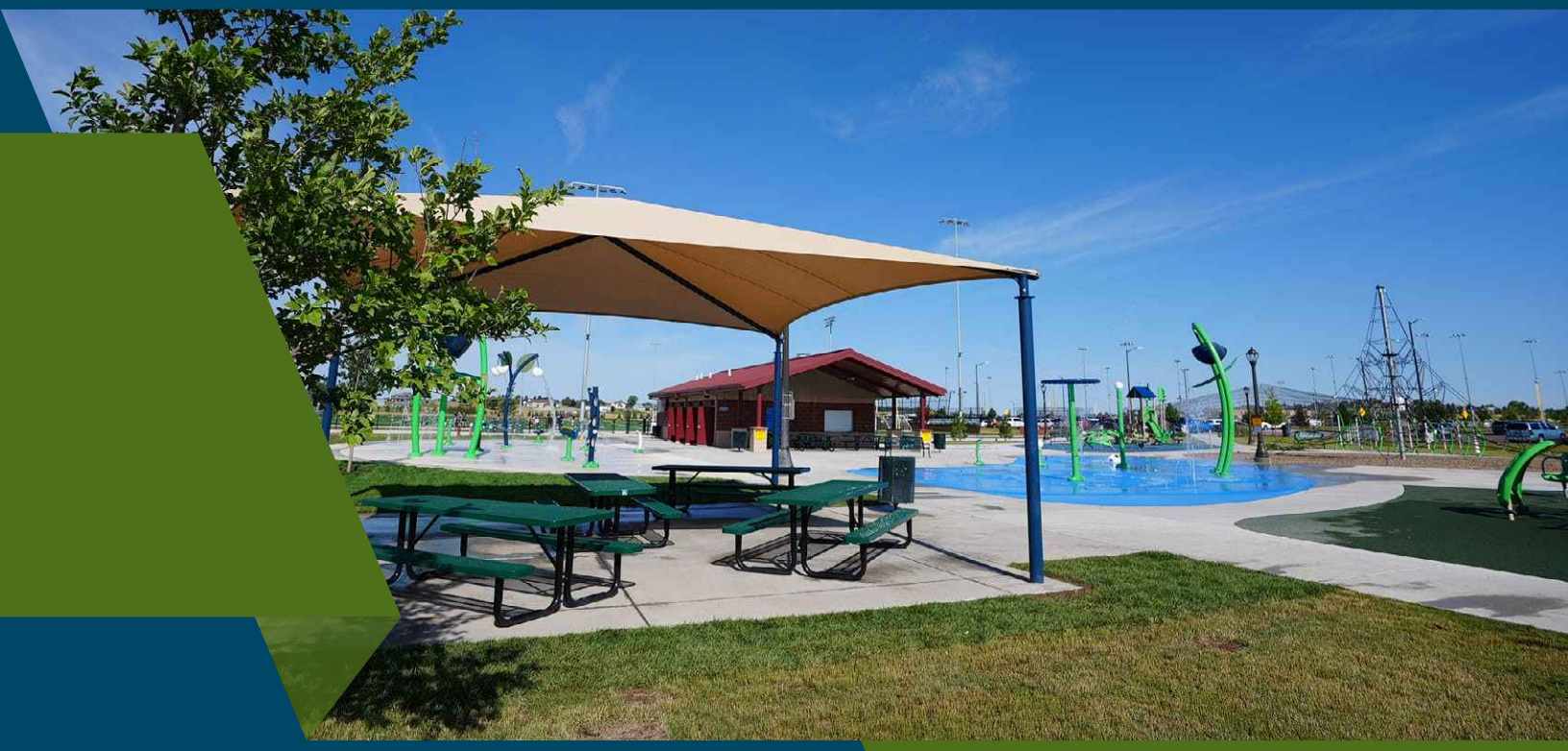
Please go to our website to submit your application: https://www.cpshr.us/recruitment/2226

For further information contact:

CPS HR CONSULTING

David Niemeyer
CPS HR Consulting
(916) 471-3326
E-mail: dniemeyer@cpshr.us
Website: www.cpshr.us

Resumes will be screened in relation to the criteria outlined in this brochure. Candidates with the most relevant qualifications will be given preliminary interviews by the consultants. The most qualified candidates will be invited to a semi-final virtual interview process with the City. From there, the most qualified candidates will be invited to final interviews in Gillette in late August/early September. An appointment will be made by the City Council following comprehensive reference and background checks.



Proposal

APRIL 19, 2024

GovHR USA
GovTemps USA

MGT

City Administrator Recruitment Services

City of De Pere, Wisconsin

Submitted by:

MICHELE MORAWSKI
ASSISTANT DIRECTOR, CLIENT SERVICES
630 DUNDEE ROAD, SUITE 225
NORTHBROOK, IL 60062
224.415.3791
mmorawski@govhrusa.com

Table of Contents

COVER LETTER 1

FIRM PROFILE 2

- PERFORMANCE SOLUTIONS 3
- WHY CHOOSE MGT/GOVHR? 5

OUR TEAM 6

PROJECT APPROACH & METHODOLOGY 7

- PROJECT UNDERSTANDING 7
- PROPOSED WORK PLAN 7
- PROJECT TIMELINE 11
- COMMITMENT TO DIVERSITY, EQUITY, & INCLUSION IN RECRUITMENTS 11

REFERENCES 13

COST PROPOSAL 15

- FULL SCOPE RECRUITMENT 15
- OUR GUARANTEE – FULL SCOPE RECRUITMENT 16

OPTIONAL SERVICES 16

APPENDIX A. CONSULTANT BIOGRAPHY 17

APPENDIX B. CLIENT LIST 19

Cover Letter

April 19, 2024

Shannon Metzler, Human Resources Director
Tracy Hood, Human Resources Coordinator
City of De Pere
335 S. Broadway
De Pere, WI 54115

Dear Ms. Metzler and Ms. Hood,

Thank you for the opportunity to provide you with a proposal for the City Administrator recruitment and selection process for the City of De Pere, Wisconsin (City). Our proposal provides the City with firm qualifications, key experience, a detailed work plan and timeline, and associated fees to provide services that exceed expectations. We provide a tailored, personal approach to executive recruitment and selection, and can adapt to your specific requirements for the position.

We have some very exciting news to share. GovHR USA (GovHR) has recently been acquired by MGT of America Consulting, LLC (MGT). MGT is a nationally respected leader in public sector management consulting and technology services with a long track record in support of state, local, and education clients. GovHR and MGT are joining forces to take the next step in offering integrated solutions that can accelerate our most important shared goal: dramatically improving lives by ***advancing and lifting up the communities we serve***.

Our consultants have worked in all areas of local government leadership including city/county management, human resources, public safety, finance, public works, parks and recreation, and utilities. This combined hands-on knowledge and experience has made MGT and GovHR proven leaders in public sector consulting.

MGT CONTACT INFORMATION

MGT HEADQUARTERS	**MGT of America Consulting, LLC** 4320 West Kennedy Boulevard | Tampa, Florida 33609 P: 813.327.4717 | www.mgtconsulting.com FEIN: 81-0890071
PROPOSAL CONTACT	**Michele Morawski, Assistant Director, Client Services** 630 Dundee Road, Suite 225 | Northbrook, Illinois 60062 224.415.3791 | mmorawski@govhrusa.com

Thank you for the opportunity to submit a proposal to the City of De Pere, Wisconsin. Should you have questions on any aspect of this proposal, please contact **Michele Morawski** at **224.415.3791** or **mmorawski@govhrusa.com**.

Regards,

Patrick J. Dyer, Vice President, *Authorized to bind the firm*

Firm Profile

We impact the communities we serve – for good.

MGT began operations in 1974 as a public sector research firm. Since then, we have significantly expanded our consulting capabilities and client offerings. Today, we are a national consulting firm specializing in ***assisting clients to operate more efficiently and effectively***.

MGT has acquired a keen understanding of the structures, operations, and issues facing public entities. This understanding comes from **nearly 50 years** of experience providing innovative yet practical solutions to public sector clients. We provide objective, creative, expert services in the areas of human capital, finance, technology, programming, and planning. We draw on the expertise of our highly qualified staff, most of whom have prior careers at city-, county-, and state-level government offices. This insider's knowledge of government operations and structure gives MGT a competitive advantage and an ability to hit the ground running from the very start of a project.

MGT FIRM AT A GLANCE

Name: MGT of America Consulting, LLC (MGT)

Founded: 1974

Locations: Headquarters in Tampa, Florida; branch offices nationwide

Staff: 600+ consultants across the country

Structure: Privately held and client-driven

Cooperative Contracts:
Allied States Cooperative (ASC) #23-7449
The Interlocal Purchasing System (TIPS) #220601

Lines of Business: Government Consulting; Education and Financial Solutions; Diversity and Inclusion; Human Capital; Cybersecurity and Technology

MGT has successfully worked with clients on **more than 30,000 projects** to help them adapt to change while maintaining the vision and direction towards their short- and long-term goals. With the recent combination of GovHR, our firm includes **more than 600 professionals and administrative staff** to support our clients' success.

Our Commitment

MGT embraces the most complex challenges with deep commitment, agility, and local expertise to make a measurable and profound social impact. Simply stated, our promise is:

We improve lives by advancing and lifting up your community.

This purpose reflects the company's strong social conscience and service ethic that forms the core of the MGT "Why." MGT models this philosophy by systematically seeking out the highest-impact projects and relationships, encouraging community involvement, and investing in a collaborative and rewarding world-class work environment for employees.

Part of our success is based upon our ***promise to be flexible and responsive***. We are acutely aware of the political, economic, social, and technological factors that impact today's public sector clients. MGT is structured into several primary consulting divisions to support these needs. **We are pleased to have the Government Consulting Experts within the MGT Performance Solutions Group responsible for leading the completion of this project.**

Performance Solutions

The MGT Performance Solutions team has an impressive track record of providing ***customized solutions, objective research, creative recommendations, and quality products*** that respond to each client's unique needs and time requirements. GovHR is now a part of MGT's Performance Solutions Team.

GovHR USA

GovHR was originally formed as Voorhees Associates in 2009, changed its name to GovHR USA in 2013, and joined MGT ***(the nation's leading social impact firm)*** in 2023. GovHR provides public management consulting services to local government clients and other public-sector entities across the country. GovHR offers customized executive recruitment services, management studies, and consulting projects for local government and organizations who work with local government. Additionally, GovHR's GovTempsUSA division provides interim staffing solutions to keep operations moving during the recruitment process.

GovHR's consultants are experienced executive recruiters who have conducted **over 1,250 recruitments** working with cities, counties, special districts, and other governmental entities of all sizes throughout the country. They have held leadership positions within local government, giving them an understanding of the complexities and challenges facing today's public sector leaders.

GOVHR'S LEADERSHIP

Heidi Voorhees
(847) 380-3240
HVoorhees@GovHRusa.com

Ms. Voorhees has conducted more than 400 recruitments in her management consulting career, with many of her clients being repeat clients, attesting to the high quality of work performed for them. In addition to her 22 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, including ten years as Village Manager for the Village of Wilmette, Illinois.

Joellen Cademartori
(847) 380-3238
JCademartori@GovHRusa.com

Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

The Social Impact of MGT's Work

Impacting Communities. For Good.

Defined by Our Impact

We understand the goals of the City of De Pere, Wisconsin and how this search process will ensure a diverse pool of highly qualified candidates for the City.

The MGT team empowers organizations to enhance their teams through innovations in people, processes, and technology to ***lift and strengthen their human resources solutions.***

MGT's Primary Consulting Divisions

Our firm includes **more than 600 professionals and administrative staff** to support our clients' success. MGT is structured into the following primary consulting divisions, along with various internal infrastructure groups to support our operations and growth.

Performance Solutions

Our Performance Solutions team provides world-class financial, human capital and equity solutions which enable clients to fully realize the potential of their most valuable resources. Our team excels at fiscal management and operational efficiency assessments that help clients make data-driven decisions, anticipate workforce issues, and integrate technologies to empower our clients to generate critical income and elevate enterprise performance objectives.

Education Solutions

Our Education Solutions originate in our commitment to ensuring that every student has access to a high-quality education as they discover and realize their profound potential.

From pre-K-12 to higher education, we partner with schools, districts, state agencies and colleges and universities to deliver performance improvement and innovation and transformation planning and implementation.

Technology Solutions

Our Technology Solutions business supports state, local, education and private companies as they seek to improve and protect their network infrastructure and data for greater resiliency. We offer world-class IT infrastructure management, cyber security and strategic IT professional staffing. Our deep engineering expertise is foundational to all MGT's technology solutions.

Why Choose MGT/GovHR?

- ✓ ***Unparalleled Expertise and Level of Service***. With executive recruitment experience in 44 states, and in communities ranging in population from 1,000 to 3,000,000, we are a leader in the field of local government recruitment and selection. More than 40% of our clients are repeat clients, and 94% of surveys show our overall performance rating as ***Outstanding*** – indicating a plan to use our services and/or highly recommend us in the future.

- ✓ ***Delivering the Best***. We conduct comprehensive **due diligence** on candidates. Our state-of-the-art process includes extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensuring successful recruitment for the City. We will provide important information to potential candidates by developing a high quality, thorough Recruitment Brochure reflecting the knowledge we will have about your community and your organization. Before we recommend a candidate to you, **we ask probing questions** that will verify their expertise during video interviews, reference calls, and news and social media searches.

- ✓ ***A Partner from Start to Finish***. We are your partners in this important process. We welcome you to review all the resumes we receive, and we will share our honest assessment of the candidates. Our goal is your **complete satisfaction**. We can strategize with you on a variety of approaches for meeting your recruiting needs, including evaluation of internal candidates, identification of non-traditional candidates who meet your recruitment requirements, succession planning, and mentoring options. We are committed to working with you until you find the candidate that is the best fit for your position.

- ✓ ***Services for Any Budget and Any Search***. We strive to meet the specific needs of our clients by offering several options for recruitment services to meet your budget. Our services range from Full Executive Recruitments to Virtual Recruitments and even simply Professional Outreach for those who want to reach a broader network. In the following proposal, we have provided the scope we believe **best fits your needs**.

"We were very impressed by how efficient they worked, their methodology, their insight, and their professionalism.

I would highly recommend MGT and hope to do business with them again for our next study."

Our Team

The success of a consulting engagement is founded on the qualifications of the project team and the way in which it is structured and managed.

MGT employs a team of professionals with backgrounds in local government and the not-for-profit sector. With the City's staffing needs in mind and due to the significance of this recruitment, we have assigned our highly knowledgeable and experienced consultant, Dave De Angelis. He will act as your project manager and primary point of contact for this project. His biography is attached as **Appendix A.**

Project Manager & Main Point of Contact

DAVE DE ANGELIS
Senior Vice President
224-326-1280 x187
DDeAngelis@GovHRusa.com

Proposal Inquiries

MICHELE MORAWSKI
Assistant Director
Client Services
224.415.3791
MMorawski@GovHRusa.com

Project Approach & Methodology

A detailed plan specifically designed for you.

MGT: EXPERTS IN RECRUITING

"The coordination by the consultant helped to alleviate the workload of internal staff. Consultant was willing to customize the process based on the City's needs."

Project Understanding

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search.

Our clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.

MGT Client Satisfaction Components

Proposed Work Plan

PHASE 1
POSITION ASSESSMENT, POSITION ANNOUNCEMENT, & BROCHURE

Activities

MGT treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to fully understand the challenges and opportunities inherent in the position. Understanding the organizational culture is critical to successful recruitment. We gain this insight and information through meetings (one on one and in small groups),

surveys, and a review of relevant information. This information is reflected in a polished marketing piece that showcases the organization and the area it serves.

INFORMATION GATHERING

- One-on-one or group interviews with stakeholders identified by the City.
- Community forums (in-person or via video) can be used to gather input and feedback.
- Surveys can be used for department personnel and/or the community to gather feedback.
- Conversations/interviews with department heads.

A combination of the items listed above can be used to fully understand community and organizational needs and expectations for the position (this proposal includes 12 hours of meetings – additional meetings can be added for a fee of $150/hour plus actual expenses if incurred). One organizational survey is included. A Community Survey can be conducted for $2,500. Community Forums are conducted as an optional service.

Development of a **POSITION ANNOUNCEMENT** to be placed on websites and social media.

Development of a thorough **RECRUITMENT BROCHURE** for City review and approval.

Agreement on a detailed **RECRUITMENT TIMETABLE** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to the appointment of the finalist candidate.

PHASE 2
ADVERTISING, CANDIDATE RECRUITMENT, & OUTREACH

Activities

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. Our website is well known in the local government industry – we typically have 17,000+ visits monthly to our website and career center. Additionally, our weekly jobs listings are sent to over 8,000 subscribers.

Phase 2 will include the following:

- MGT consultants will personally identify and contact potential candidates.
- Develop a database of potential candidates from across the country unique to the position and to the City, focusing on:
  - Leadership and management skills.
  - Size of organization.
  - Experience in addressing challenges and opportunities also outlined in Phase 1.
  - The database will range from several hundred to thousands of names. An email campaign will be sent to each potential candidate.
- Placement of the Position Announcement:
  - Public sector online Career Centers.
  - **Social media:** LinkedIn (posted on MGT Executives LinkedIn news feeds to reach over 50,000 connections), Facebook, and Instagram.
  - MGT will provide the City with a list of advertising options for approval.

PHASE 3
CANDIDATE EVALUATION & SCREENING

Activities

Phase 3 will include the following steps:

- Review and evaluation of candidates' credentials with consideration to the criteria outlined in the Recruitment Brochure.
- Candidates will be narrowed down to those that meet the qualification criteria.
- Candidate evaluation process:
  - Completion of a questionnaire explaining prior work experience.
  - Live Video Interview (45 minutes to 1 hour) conducted by consultant with each finalist candidate.
  - References provided by the candidate are contacted.
  - Internet/Social Media search conducted on each finalist candidate.

All resumes will be acknowledged and inquiries from candidates will be personally handled by MGT, ensuring the City's process is professional and well regarded by all who participate.

PHASE 4
PRESENTATION OF RECOMMENDED CANDIDATES

Activities

Phase 4 will include the following steps:

- MGT will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- MGT will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" resume for each candidate so that credentials are presented in a uniform way.
- The City will receive a log of all applicants and may review resumes if requested.
- Report will arrive in advance of the Recruitment Report Presentation.

MGT will meet with the City to review the recruitment report and provide additional information on the candidates.

PHASE 5
INTERVIEWING PROCESS & BACKGROUND SCREENING

Activities

Phase 5 will include MGT completing the following steps:

- Develop the first and second round interview questions for City review and comment.
- Coordinate candidate travel and accommodations.
- Provide City with an electronic file that includes:
  - Candidates' credentials.

- Set of questions with room for interviewers to make notes.
- Evaluation sheets to assist interviewers in assessing the candidate's skills and abilities.

Background screening will be conducted along with additional references contacted:

MGT BACKGROUND SCREENING

- ✓ Social Security Trace & Verification
- ✓ US Federal Criminal Search
- ✓ Enhanced Verified National Criminal
  - National Sex Offender Registry
  - Most Wanted Lists: Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Interpol
  - Office of Foreign Assets Control (OFAC) Terrorist Database Search
  - Office of the Inspector General (OIG), General Services Administration (GSA), System for Award Management (SAM), Food and Drug Administration (FDA)
  - All felonies and misdemeanors reported to the National Database
- ✓ County/Statewide Criminal
- ✓ Civil Search
- ✓ Bankruptcy, Leans, and Judgements
- ✓ Motor Vehicle Record
- ✓ Education Verification – All Degrees Earned

Optional: Credit Report – Transunion with score (based on position and state laws)

Optional:

- Professional License Verification
- Drug Screen
- Employment Verification

MGT will work with you to develop an interview schedule for the candidates and coordinate travel and accommodations. MGT consultants will be present for all the interviews, serving as a resource and facilitator.

MGT will coordinate a 2-Step Interview process. The first-round interviews will include four to five candidates. The second-round interviews will include two or three candidates. MGT will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- Tour of City facilities.
- Interviews with senior staff.

PHASE 6
APPOINTMENT OF CANDIDATE

Activities

- MGT will assist you as much as requested with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- MGT will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Project Timeline

Based on our experience in conducting similar projects, we anticipate the proposed project can be completed within 14 weeks of project initiation as illustrated in **Exhibit 1**.

Exhibit 1. Proposed Schedule

WORK PLAN TASKS	WEEK													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Phase 1: Position Assessment, Position Announcement, & Brochure	■	■												
Phase 2: Advertising, Candidate Recruitment, & Outreach			■	■	■	■								
Phase 3: Candidate Evaluation & Screening							■	■	■					
Phase 4: Presentation of Recommended Candidates										■				
Phase 5: Interviewing Process & Background Screening											■	■		
Phase 6: Appointment of Candidate													■	■

Commitment to Diversity, Equity, & Inclusion in Recruitments

MGT is a leader in diversity, equity, and inclusion (DEI) consulting services, strategic planning, and organization transformation. MGT's experience working in diverse communities across the United States and working with organizations seeking to change organization culture is critical to the success of all our projects. We have a track record of building awareness, solutions, and direction for systemic change by generating transformative ideas and solutions, information, and practices into operational strategies, which help us stand out in all our projects.

MGT is also one of the original and premier disparity research firms in the country. Disparity studies were the first instance of bringing principles of diversity, equity, and inclusion into the public sector, through the procurement process, and since 1990, **MGT has conducted more than 230 public sector disparity studies**. These studies are designed to improve procurement departments, promote and advance equity, and improve economic outcomes for diverse communities that have been historically marginalized by analyzing policies, practices, and programs to increase the utilization of minority- and women-owned businesses. Clients that have conducted a disparity study are in the unique position to increase and improve systematic equity through procurement and contracting, which can ultimately promote economic empowerment by creating strong business and employment pipelines in communities of color.

MGT's GovHR also has a long-standing commitment to DEI. Since the firm's inception they have supported, with their time and financial resources, organizations that advance underrepresented populations in local government. These include the National Forum for Black Public Administrators, the Local Government Hispanic Network, The League of Women in Government, and CivicPride. Our Team Members have moderated and spoken on DEI topics at the International City and County Management Association conference and state conferences. Our employees and consultants have undergone Implicit Bias Training, and we are frequent speakers on incorporating equity and inclusion into all levels of local

government. Additionally, we provide a list of DEI resources on the homepage of the website at GovHRusa.com.

MGT's GovHR has formally partnered with the National Forum for Black Public Administrators' consulting arm, i4x, and in several recruitment and selection processes throughout the country including Toledo, OH; Fort Collins, CO; Ann Arbor, MI; Oakland, MI; and Arlington, TX. Our partnership reflects our mutual commitment to advancing DEI values and increasing the diversity of local government leaders at the highest levels of local government organizations.

MGT/GovHR's Recommendations to RECRUIT and Retain Top Talent

RESPONSIVE: ROLL OUT THE WELCOME MAT! Candidates may struggle with relocating for a new position as well as being concerned about the "fit" with a new team. It is important to include costs for your top candidate(s) to travel to your location for the final interview process. Our team will work with you to create a welcoming, informative experience for both you and the candidate(s).

ENCOURAGING: Employee development is a must-have in today's market. Candidates appreciate their employer investing in them as much as they are investing themselves in the job. Consider "up and coming" candidates who may lack one or two preferred skills and assign a mentor or invest in a course to encourage their professional development. A mentor/training program will also help establish a peer-to-peer connection and make them feel more comfortable about the transition to a new job.

COMPETITIVE: Our team will guide you in offering a competitive market rate compensation and competitive benefits package attractive to today's candidates. Competitive employers must include relocation expenses and should consider signing bonuses and temporary housing.

RESOURCEFUL: Review your job description – do you need public sector experience? Are the years' experience you list essential, or can that be preferred? Consider a more resourceful approach when reviewing candidates' experience. Carefully assess requirements such as Certified Public Accountant (CPA), Professional Engineer, and others that will limit your talent pool – consider using the word "ideally" or "preferably."

UNDERSTANDING: These past few years have, without a doubt, changed the work environment. Competitive employers have recognized this and are offering flexible/hybrid/remote work options. Those positions that offer this type of flexibility consistently receive a better candidate response rate.

INNOVATIVE: Think about what is unique and attractive about your community and organization and highlight that in your recruitment efforts. Talk about organizational culture and what your values are with respect to your employees. MGT will assist you in being as innovative as possible in your outreach.

TRANSPARENT: Some states now mandate listing salary ranges in any job advertisements or postings. More and more companies are showing at least a salary range in their postings to promote pay transparency and equity. Post the salary range you will use for hiring – it is public information. If we make it too difficult for candidates to find out the salary, they will move on to the next opportunity.

References

A leader in local government recruitment and selection.

More than one-third of the organizations served by MGT's GovHR have contracted for multiple projects; we feel repeat business is the greatest testament to our commitment to customer service and client satisfaction. We encourage you to contact any of our references to learn of our professionalism, ability to meet timelines, and the expertise of our staff.

WAUKESHA, WI

DR. MARQUOISE D. VASQUEZ, DIRECTOR OF HUMAN RESOURCES
201 DELAFIELD STREET, 3RD FLOOR | WAUKESHA, WI 53188
262-524-3700 | MVASQUEZ@WAUKESHA-WI.GOV
MGT's GovHR provided recruitment and selection services for the following positions:

- City Administrator, 2023
- Finance Director, 2022
- Cemetery Director - Limited, 2021
- Finance Director, 2020
- Chief of Police, 2020
- HR Director, 2019
- Director of Information Technology, 2017

BELOIT, WI

HANNAH KUEHNE, HUMAN RESOURCES DIRECTOR
100 STATE STREET | BELOIT, WI 53511
608-364-6612 | KUEHNEH@BELOITWI.GOV
MGT's GovHR provided recruitment and selection services for the following position:

- Battalion Chiefs (3), 2022
- Chief of Police, 2020
- Economic Development Director, 2020
- Fire Chief, 2020
- Director of Housing Authority, 2018
- Assistant Fire Chief & Deputy Fire Chief, 2017
- Director of Public Works, 2017

OAK CREEK, WI

ANDREW VICKERS, CITY ADMINISTRATOR

8040 S. 6TH STREET | OAK CREEK, WI 53154

AVICKERS@OAKCREEKWI.ORG

MGT's GovHR provided recruitment and selection services for the following position:

- Community Development Director, 2024
- Human Resources Manager, 2022
- Neighborhood Preservation Officer - Professional Outreach, 2021
- Assistant City Administrator/Comptroller, 2020
- Assistant Comptroller - Professional Outreach, 2019
- Design Engineer - Professional Outreach, 2019
- Zoning Administrator - Professional Outreach, 2019
- HR Manager, 2018
- City Administrator, 2016

Cost Proposal

Defined by Impact. Driven by People.
Dedicated to the Community.

We take pride in customizing our client's needs — and we will work with you to ensure our fees are aligned with your expectations and budget.

Full Scope Recruitment

Summary of Costs	Price
Recruitment Fee	$21,500
Recruitment Expenses (not to exceed) Expenses include candidate due diligence efforts	$1,500
Advertising **Advertising costs over $2,000 will be placed only with client approval. If less than $2,000, Client is only billed for actual cost.*	$2,000*
TOTAL:	**$25,000****

***Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, travel costs will be estimated at time of request. Only actual expenses will be billed to the City for reimbursement.*

Possible in-person meetings could include:

- Recruitment brochure interview process
- Presentation of recommended candidates
- Interview Process

Any additional consultant visits requested by the City (beyond the three visits listed above) will be billed at $150/hour. The additional visits may also result in an increase in the travel expenses billed.

*This fee does not include travel and accommodation for candidates interviewed.

Payment for Fees & Services

- **1st Invoice:** Contract Award (40% of the Recruitment Fee).
- **2nd Invoice:** Presentation of Candidates (40% of the Recruitment Fee & expenses incurred to date).
- **Final Invoice:** Completion of Recruitment (20% of the Recruitment Fee plus all remaining expenses).

Payment of invoices is due within thirty (30) days of receipt.

Our Guarantee – Full Scope Recruitment

MGT is committed to assisting our clients until a candidate is appointed to the position. Therefore, no additional professional fee will be incurred if the client does not select from the initial group of recommended candidates and requests additional candidates be developed for interview consideration. If additional advertising beyond Phase I advertising is requested, the City will be billed for actual advertising charges. Reimbursable expenses may be incurred should the recruitment process require consultant travel to the City.

Upon appointment of a candidate, MGT provides the following guarantee: should the selected and appointed candidate, at the request of the City or the employee's own determination, leave the employ of the City within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only. This request must be made within six months of the employee's departure.

Optional Services

The Nation's Recruitment Leader.

Having a solid plan in place is the only way to reach your long-term vision and goals, and we want to see you thrive. Our variety of services can be personalized to make the most of your strengths and give you an extra layer of support where you need it. We offer the following additional service offerings:

GOVTEMPSUSA

Need an Interim? GovTempsUSA, a division of MGT, specializes in the temporary placement of positions in local government. The firm offers short-term assignments in addition to long-term and outsourced arrangements. Our placement professionals at GovTempsUSA have typically enjoyed distinguished careers in local government and displayed a commitment to public service throughout their careers.

RECORDED ONE-WAY VIDEO INTERVIEW OF CANDIDATES

Candidates we recommend for your consideration can complete a one-way video interview with three to five questions that will be recorded and which you can review electronically at your convenience. This can occur prior to making your decision on which candidates to invite for an interview at a cost of $100 per candidate.

LEADERSHIP/PERSONALITY TESTING

MGT has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the City is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC, and others. Depending on the evaluation type, selected fees can range between $100 to $500 per candidate.

360° EVALUATION

As a service to the City, we offer the option of providing you with a proposal for a 360° performance evaluation for the appointed position at six months into their employment. This evaluation will include seeking feedback from both elected officials and department directors, along with any other stakeholder the City feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, MGT will prepare a proposal for this service.

Appendix A. Consultant Biography

The biography of our proposed consultant is provided on the following page.

David De Angelis

Senior Vice President | GovHR, within MGT's Social Impact Solutions

David De Angelis is a Senior Vice-President with GovHR USA, working on both executive search, general management consulting assignments as well as interim administrator roles. He has more than 30 years of experience in local government administration and leadership.

David has experience as both a full-time elected mayor for the City of Muskego for nine years as well as Village Manager for Elm Grove for almost 21 years. In both communities he was an innovator for process change and further professionalization of the organizations while creating positive workplace collaborative improvements and collegial work environments. This was done both in the high growth 1990's and the fiscally challenging 2000's until today.

David has also completed multiple organizational evaluations for his communities over the years including upsizing and rightsizing operations, both of which were achieved with an attention to existing staffing and fiscal sustainability. David has had a direct hand in guiding human resources functions for both the City of Muskego and the Village of Elm Grove including the recruitment of all executive positions and department-level staff.

Since joining GovHR in August of 2023, David has been involved in or conducted 10 recruitments across multiple disciplines, including administrators, community development directors, Highway Commissioner, Criminal Justice Reform, Public Works Directors, and treasurer. Mr. De Angelis has proven himself to be a regional leader in intergovernmental cooperation working across all lines of government. He was a founding member of the Waukesha County Cooperation Council, Community Liaison for the regional sewage district (Milwaukee Metropolitan Sewerage District), and Chairmen of the Act 150 County Library Committee, as well as having been part of multiple regional studies through the Southeastern Regional Planning Commission and State of Wisconsin study committees.

Professional Education

Bachelor of Science in Business Management, Cardinal Stritch University

Certified Public Administrator, University of Wisconsin, Milwaukee

Credentialed Manager, ICMA (non-active)

Memberships & Affiliations

Board of Directors – Past President Wisconsin City/County Management Association

Board of Directors – Past President of the Milwaukee Area Municipal Employers Association

Board of Directors – President (18 years) of League of Wisconsin Municipalities Mutual Insurance

Board of Directors – League of Wisconsin Municipalities

Board of Directors – Waukesha County Economic Development Corporation

Professional Background

30 Years of Experience in Local Government

- Village Manager, Elm Grove, WI, 2002-2023
- Mayor, City of Muskego, WI, 1993-2002

Awards

American Planning Association Legislator of the Year Award 2002 Life

Lifesaving Award- City of Muskego

James R. Ryan Lifetime Achievement Award, Wisconsin Public Policy Forum

Professional Development & Speaking Engagements

Guest lecturer University of Wisconsin – Milwaukee, MPA program

Presentations to GFOA WI on Tax Incremental Law Changes

Presentations to Wisconsin City/County Managers Associations on Law changes, management styles, and local government cooperation

Appendix B. Client List

A list of the clients we have had the pleasure of partnering with that complements the City's recruitment request is provided on the following page.

GovHR USA
GovTEMPS USA
MGT

City Management Client List (2019 - Present)

State	Client	Position Title	Year	Population
Alaska	Bethel	City Manager	2019	6,500
	Bethel	City Manager	2023	6,500
	Homer	City Manager (Professional Outreach)	2019	5,300
	Homer	City Manager (Professional Outreach)	2024	5,300
	Seward	City Manager	2019	2,693
Arizona	Buckeye	City Manager	2021	69,744
	Kingman	City Manager	2023	34,669
California	Antioch	City Manager	2024	115,264
Colorado	Dacono	City Manager	2024	6,494
	Englewood	City Manager	2019	34,957
Connecticut	Bloomfield	Town Manager	2024	21,301
	East Hampton	Town Manager	2019	13,000
	Enfield	Town Manager	2022	45,246
	Granby	Town Manager	2023	11,375
	Manchester	General Manager	2021	59,710
	Simsbury	Town Manager	2023	25,517
Florida	Apopka	City Administrator	2024	55,496
	Deerfield Beach	Assistant City Manager	2022	80,000
	Gainesville	Assistant City Manager	2021	133,997
	Lakeland	City Manager	2020	110,000
	Ponce Inlet	Town Manager	2022	3,411
Georgia	Albany	City Manager	2021	77,434
Illinois	Centralia	City Manager	2020	13,000
	Crest Hill	City Administrator	2021	21,169
	Crest Hill	City Administrator	2024	21,169
	Decatur	Deputy City Manager	2019	76,178
	Evanston	Deputy City Manager (2)	2024	75,000
	Forsyth	Village Administrator	2021	3,490
	Fox Lake	Village Administrator	2021	10,550
	Galesburg	City Manager	2022	33,706
	Galesburg	City Manager	2023	33,706
	Geneseo	City Administrator (Virtual)	2019	6,500
	Greenville	City Manager	2021	7,000
	Homewood	Assistant Village Manager (Virtual)	2021	19,464
	Kenilworth	Village Manager	2024	2,562
	La Grange	Village Manager	2022	15,610
	La Grange Park	Assistant Village Manager	2020	13,579
	Lake Barrington	Village Administrator	2022	4,879
	Lake Bluff	Assistant to the Village Administrator	2023	5,698
	Lake Forest	Assistant City Manager (Professional Outreach)	2022	19,375
	Lake Villa	Assistant to the Village Administrator	2023	8,774
	Long Grove	Village Manager	2023	8,153
	McHenry	City Administrator	2023	27,135

	Morton Grove	Village Administrator	2024	23,000
	Mundelein	Village Administrator	2020	31,385
	Niles	Village Manager	2021	30,001
	North Chicago	Chief of Staff	2021	30,020
	Northbrook	Village Manager	2021	35,000
	Northfield	Village Manager	2023	5,400
	Oak Brook	Village Manager	2021	8,058
	Oak Park	Assistant Village Manager/Human Resources Director	2019	52,000
	Oak Park	Village Manager	2021	52,000
	Oak Park Township	Township Manager	2023	51,774
	Orland Park	Village Manager	2019	60,000
	Palos Heights	City Administrator (Virtual)	2021	12,480
	Peoria	Assistant City Manager	2021	115,234
	Pingree Grove	Village Manager	2020	10,000
	Pingree Grove	Village Manager	2023	10,000
	Plainfield	Village Administrator	2021	41,734
	Princeton	City Manager	2019	7,700
	River Forest	Village Administrator	2021	11,635
	Rock Island	City Manager	2021	39,684
	Savoy	Village Administrator (Virtual)	2020	8,607
	Schaumburg Township	Township Administrator (Virtual)	2021	140,000
	Sycamore	City Manager (Professional Outreach)	2021	18,557
	Vernon Hills	Village Manager	2021	25,911
	Villa Park	Assistant Village Manager (Virtual)	2021	22,038
	Villa Park	Village Manager	2022	22,038
	Washington	City Administrator	2021	15,700
	Wauconda	Village Administrator	2021	14,125
	West Chicago	Assistant City Administrator	2022	27,221
	West Dundee	Assistant Village Manager/Administrative Services Director (Virtual)	2024	8,000
	Willowbrook	Village Administrator	2019	8,967
	Winnetka	Assistant Village Manager	2019	12,417
Indiana	St. John	Town Manager (Professional Outreach)	2020	18,047
Iowa	Ames	Assistant City Manager (Limited)	2023	66,498
	Indianola	City Manager	2022	15,833
	Knoxville	City Manager	2021	7,300
	Marion	Deputy City Manager	2022	30,000
	Muscatine	City Administrator	2020	23,819
	Windsor Heights	City Administrator	2023	4,860
	Windsor Heights	City Administrator	2019	4,860
Kentucky	Paducah	City Manager	2021	24,850
	Paris	City Manager	2021	9,846
Maine	Bangor	City Manager	2021	33,039
Maryland	Sykesville	Town Manager	2019	3,941
	Takoma Park	City Manager	2023	17,629
	Westminster	City Administrator	2021	18,522
Massachusetts	Brookline	Assistant Town Administrator - Finance (Virtual)	2022	58,732
	Wayland	Town Manager	2022	13,882
	Williamstown	Town Manager	2021	8,400

Michigan	Adrian	City Administrator	2020	20,[illegible]
	Charlotte	City Manager	2020	9,100
	Clawson	City Manager	2021	11,946
	Eastpointe	City Manager	2019	32,673
	Ferndale	City Manager	2019	20,428
	Lincoln Park	City Manager	2019	36,665
	Rochester	City Manager	2022	13,017
	Royal Oak	City Manager	2020	59,112
	St. Clair Shores	Assistant City Manager (Professional Outreach)	2021	59,984
	Troy	Assistant City Manager	2019	83,181
	Troy	City Manager	2024	83,181
Minnesota	Becker	City Administrator	2021	4,874
	Blaine	Director of Administrative Services	2024	67,939
	Buffalo	Assistant City Administrator	2021	15,855
	Edina	Assistant City Manager (Limited)	2023	53,318
	Fairmont	City Administrator	2024	10,477
	Hibbing	City Administrator	2021	15,855
	Lindström	City Administrator	2023	4,888
	Minnetonka	City Manager	2022	53,953
	Scandia	City Administrator	2023	4,149
	St. Joseph	City Administrator	2022	7,342
	St. Louis Park	City Manager	2021	48,662
	Waconia	City Administrator	2021	13,500
Missouri	Ballwin	City Administrator	2020	30,181
	Cape Girardeau	City Manager	2020	38,000
	Ozark	City Administrator	2024	21,284
	University City	Assistant City Manager	2020	35,172
	University City	Assistant to the City Manager/Director of Human Resources	2020	35,172
	Warrensburg	City Manager	2021	20,200
	Webster Groves	City Manager	2020	22,800
	Wildwood	City Manager	2019	35,524
Nebraska	Nebraska City	City Administrator	2022	7,200
Nevada	Boulder City	City Manager	2021	16,207
New Hampshire	Portsmouth	City Manager	2019	21,796
New York	Long Beach	Deputy City Manager (Virtual)	2022	33,275
	Mamaroneck (Town)	Town Administrator	2021	29,156
	New Rochelle	City Manager	2022	79,067
	Scarsdale	Village Manager	2021	17,837
North Carolina	Albemarle	City Manager	2024	16,404
	Ayden	Town Manager	2023	5,000
	Fayetteville	Assistant City Manager	2022	210,000
North Dakota	Minot	Assistant City Manager	2023	45,700
	Minot	City Manager	2020	45,700
Pennsylvania	Ferguson Township	Township Manager	2022	18,300
	Patton Township	Township Manager	2022	15,801
Tennessee	Oak Ridge	City Manager	2023	31,402
Texas	Austin	Assistant City Manager	2021	885,000
	McKinney	Assistant City Manager	2019	191,645
	Missouri City	Assistant City Manager	2019	74,139

	Missouri City	City Manager	2022	74,[illegible]
Vermont	Winooski	City Manager	2022	7,997
Virginia	Chesapeake	City Manager	2019	245,000
	Hampton	Assistant City Manager	2024	137,436
	Newport News	City Manager	2023	181,958
	Portsmouth	City Manager	2020	96,000
	Salem	City Manager	2019	25,643
	Virginia Beach	City Manager	2019	442,707
Washington	Burien	City Manager	2022	52,066
	Duvall	City Administrator (Professional Outreach)	2021	8,090
	Yakima	Assistant City Manager	2021	97,000
West Virginia	Bridgeport	City Manager	2019	8,582
	Bridgeport	City Manager	2021	8,582
Wisconsin	Baraboo	City Administrator	2019	12,048
	Bayside	Assistant Village Manager	2019	4,400
	Beaver Dam	City Administrator	2021	16,291
	Beloit (Town)	Town Administrator	2020	7,083
	Franklin	Director of Administration	2019	36,155
	Harrison	Village Manager	2021	13,185
	Marshfield	Assistant City Administrator/Community Development Director	2023	18,929
	Monroe	City Administrator	2020	10,827
	Oak Creek	Assistant City Administrator/Comptroller	2020	35,243
	Plymouth	City Administrator/Utilities Manager	2020	8,540
	Port Washington	Assistant City Administrator/Human Resources Director	2022	11,250
	Sheboygan	City Administrator	2023	48,327
	Waukesha	City Administrator	2023	71,158
	Whitewater	City Manager	2022	14,300

Public Administration Associates, LLC

Proposal to Provide Executive Search Services
(City Administrator) to the City of DePere

Public Administration Associates

Public Administration Associates
1155 W. South Street
Whitewater, WI 53190
262.903.9509
www.public-administration.com
kevin.brunner1013@gmail.com

April 19, 2024

Mr. James Boyd, Mayor
City of De Pere
335 S. Broadway
DePere, WI 54115

Dear Mayor Boyd,

I am herewith submitting a proposal to assist the City of De Pere in the recruitment/selection of the community's next City Administrator. Since 1998, Public Administration Associates (PAA) has worked with over 200 different Wisconsin municipalities on the recruitment/selection of their chief administrative officers and we would be quite honored and privileged to work with the Mayor, City Council and City Staff on this very important work. In the last couple of years, we have assisted many communities in northeastern Wisconsin in their searches for chief administrative officers including Algoma, Bellevue, Grand Chute, Greenville, Kewaunee, Lawrence, Little Chute and Suamico so we are very familiar with and attuned to northeastern Wisconsin's municipal job market dynamics. We have also successfully completed many recent city administrator searches for communities similar in size and complexity to De Pere including Cudahy, Hudson, Lake Elmo (MN), Middleton, Monroe, Glendale, Portage and Platteville. Because of these particular executive searches coupled with the many more that we conduct annually across Wisconsin and Midwest, we are aware of many well qualified candidates that we would actively recruit for the De Pere position.

To date, PAA has conducted over 400 Wisconsin municipal executive searches. What follows is information about our company and the value-added assistance that we would bring to the City of DePere. Please feel free to visit our website at www.public-administration.com.

Please call if I can answer any questions or concerns you may have regarding this proposal. I would be also more than willing to present this proposal to your City Council and/or Selection Committee if requested.

Thank you for your consideration.

Sincerely,

Kevin M. Brunner

Kevin M. Brunner, President

Public Administration Associates

Document Table of Contents

About Public Administration Associates 3
Celebrating 25 Years of Municipal Consulting in Wisconsin 3
Comprehensive Government Consulting Services 7
PAA Executive Recruitment Clients 8
PAA Consultants (Associates) 10
PAA's Approach to Executive Recruitment 18
Our Proposed Process for De Pere 18
Activities to be Performed for De Pere by PAA Consultants 19
Project Costs for De Pere/Insurance 22
De Pere Recruitment/Selection Schedule 23
Our Commitment to De Pere 24
PAA References-Recent Wisconsin Local Government Executive Searches 25

1. About Public Administration Associates

SINCE 1998

Taking Local Government to New Heights...

Public Administration Associates, LLC (PAA) is recognized among the most trusted, skilled and effective local government consultants in Wisconsin and the Midwest. Our consultants are highly skilled practitioners who get the job done through unparalleled commitment to public service, the highest standards of service to its clients and the efficient use of client time and resources. PAA has built a sterling reputation earned from 25 plus years of municipal consulting and a combined 400+ years of public management experience.

Celebrating 25 Years of Municipal Consulting in Wisconsin

PAA was organized in April 1998 by partners William Frueh, Denise Frueh, and Dr. Stephen Hintz. Kevin Brunner is now President of PAA and the Fruehs and Hintz are PAA Associates along with approximately fifteen other local government professionals who are affiliated with PAA and work on a project-to-project basis. In 2020, Kevin Brunner was joined by David Bretl and Christopher Swartz as partners of the firm. Brunner currently serves as the firm's president while Bretl serves as vice-president and Swartz as its secretary/treasurer.

Kevin Brunner

President/Partner

Kevin Brunner has over forty years of experience in serving Wisconsin local governments. He served as the manager/administrator in Saukville, Monona, De Pere, and Whitewater and worked as an assistant administrator for the City of Appleton and Kenosha County. He retired from public service as the Director of Central Services/Public Works for Walworth County. Brunner was the recipient of the 2007 Wisconsin City/County Manager of the Year and 2012 Service Innovation awards, both from the Wisconsin City/County Management Association (WCMA). Brunner is a past president of the WCMA and served on the League of Wisconsin Municipalities and Alliance of Cities Boards of Directors. He received his BA in Political Science and Criminal Justice from Carthage College (Magna Cum Laude and Rhodes Scholar Nominee); MPA from Michigan State University and is a graduate of the University of Virginia Senior Executive Institute. He achieved credentialed manager (ICMA-CM) status from the International City/County Management Association during his city management career. He has served on numerous public and non-profit boards and is currently chair of the Geneva Lake Conservancy. Brunner has been actively consulting since 2014.

David Bretl

Vice President/Partner

David Bretl has served local governments in Wisconsin for the past twenty-nine years. He retired in early 2020 from his position as County Administrator and Corporation Counsel for Walworth County, a combined position that he held since 2003. He has joined PAA as a partner in January 2020 but has been working as a consultant with the firm since 2018. During his eighteen years at Walworth County, Dave was involved in the two board downsizings, the replacement of most of the County's facilities and the consolidation of six departments. Dave has moderated the county's Intergovernmental Cooperation Council (a collaborative effort among municipal, county and town governments) since 2008 and serves as an advisor to Leadership Walworth, a program designed to develop public, non-profit, and private sector leaders. In 2005 he helped organize a county-wide private-public economic development initiative, WCEDA (Walworth County Economic Development Alliance, Inc.). In 2015 that organization honored him by establishing the Dave Bretl Community Betterment Award.

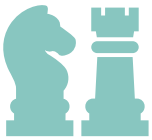
Chris Swartz

Secretary-Treasurer/Partner

Chris Swartz has served as a municipal manager in Wisconsin for over 30 years, most recently as Village Manager for the Village of Shorewood (2004-2017), Administrator for the Village of Sussex (1990-2004) and Clerk-Treasurer Administrative Coordinator Village of East Troy (1986-1990). He started his career as a researcher for the Citizens Governmental Research Bureau/Public Policy Forum (1983-1985). He retired from Shorewood in 2017 as a credentialed manager as designated by the International City Management Association ICMA). Swartz has a Master of Science degree in Urban Affairs from the University of Wisconsin-Milwaukee (1983) and an undergraduate degree from University of Wisconsin-Stevens Point. Swartz has been recognized for his

innovative approach to economic development, strategic and financial planning, organizational development and intergovernmental cooperation. He is known as a mentor to emerging public administration leaders through his tenure as an adjunct professor within the Masters of Public Administration (MPA) graduate program at the University of Wisconsin-Milwaukee. Swartz has been formally recognized for his lifetime achievements, including Wisconsin City/County Management Association “Meritorious Service Award” (2015), James R. Ryan Lifetime Achievement Award from the Public Policy Forum (2017) and Wisconsin Economic Development Association Fredrick C. Pearce Lifetime Achievement award (2017).

Comprehensive Government Consulting Services



Executive Recruitment

Assisting municipalities in the recruitment and selection of management personnel including managers, administrators and department/division heads.

Interim Management Services

Providing skilled and experienced administrators on a full-time or part-time basis for a limited period of time.

Organization & Management Studies

Analyzing municipal organizations, operations, and management structure and procedures using best practice standards. Specializing in organizational assessments, public works, and +public safety.

Classification & Compensation Studies

Analyzing and developing of classification and compensation plans using internal and external equity standards.

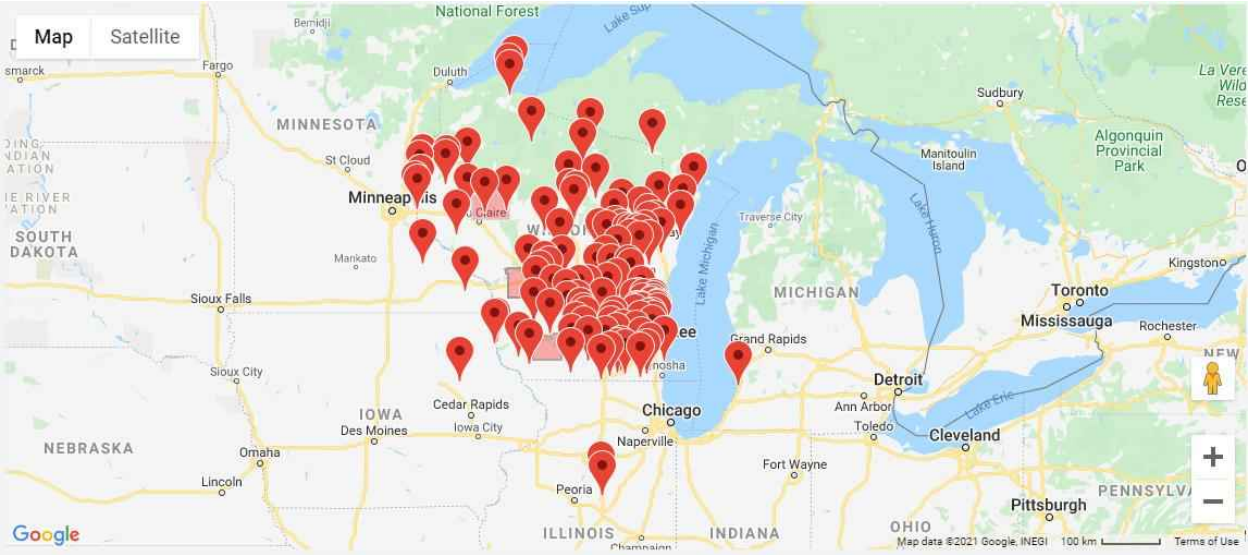
Economic Development Services

Assisting communities establish and implement economic development projects and programs, including downtown revitalization initiatives, redevelopment and tax incremental financing, business improvement district plans, brownfields initiatives, and business and industrial park planning and development.

Strategic Planning & Implementation

Performing community needs assessments, preparation of plans, strategies for implementation of community plans, site planning/development review assistance, and assisting communities in development of boundary agreements and cooperative plans.

PAA Executive Recruitment Clients



Over 400 Municipal Administrator Searches Since 1998

The number beside the municipality name is the number of times PAA has assisted the municipality. State of Wisconsin unless otherwise noted. View the interactive map on our website for the work that we have performed for these communities.

Cities

Abbotsford (2)
Adams (2)
Algoma
Antigo (4)
Ashland (2)
Baraboo (3)
Berlin (2)
Brillion
Chilton (2)
Chippewa Falls (2)
Clintonville (2)
Columbus (5)
Crystal River, FL
Cudahy
Delavan (2)
DePere (3)
Durand (3)
Eagle River
El Paso, IL
Elkhorn
Elroy (3)
Evansville (3)
Fond du Lac
Fort Atkinson (2)
Fox Lake (3)
Franklin
Geneseo, IL
Glendale
Hartford
Hillsboro (3)
Horicon (2)
Hudson(3)
Independence, IA
Jefferson (5)
Kewaunee
Lake Elmo, MN
Lake Geneva (2)
Lake Mills
Lancaster (4)
Marinette (2)
Marquette, IA
Marshfield (2)
Mauston (3)
Menominee, MI
Menomonie (2)
Mequon
Menasha
Merrill
Middleton (2)
Milton (2)
Mineral Point
Minonk, IL (3)
Monona (3)
Monroe (3)
New Holstein
New Lisbon
New London (3)
Niagara
Oak Park Heights, MN
Oconto (2)
Omro (2)
Park Falls
Pine Island, MN
Platteville (5)
Prairie du Chien (2)
Princeton (2)
Portage
Port Washington (2)
Racine
Reedsburg (2)
Rhinelander
Rice Lake
Richland Center
Ripon (2)
Shawano (5)
South Haven, MI
St. Croix Falls
St. Francis
Sturgeon Bay (5)

Thorp
Tomah (2)
Verona (3)
Washburn (2)
Waukesha
Waupaca
Waupun (2)
Wautoma
Wauwatosa (2)
Weyauwega (3)
Whitewater (3)

Villages

Ashwaubenon
Bayside (3)
Bellevue (2)
Belleville(3)
Black Earth
Bonduel
Brown Deer
Clinton (2)
Colfax
Cross Plains (2)
Darien
Deerfield
DeForest (2)
Denmark (2)
East Troy
Edgar
Egg Harbor (2)
Elkhart Lake
Elm Grove
Ephraim
Fox Point (2)
Germantown(2)
Grafton (2)
Greendale (2)
Greenville
Hales Corners
Hammond
Hartland (3)
Howard (3)
Johnson Creek (3)
Kewaskum
Little Chute (5)
Lodi (3)
Marathon City
Marshall (3)
Maple Bluff
McFarland (2)
Menomonee Falls
Merton
New Glarus (4)
North Fond du Lac (3)
Oregon (2)
Osceola (4)
Paddock Lake (2)
Palmyra
Pardeeville
Port Edwards
Poynette
Prairie du Sac
Pulaski
Rothschild (2)
Sherwood
Shorewood Hills (3)
Slinger (2)
Somerset
Spring Green
Suamico (3)
Stanley
Sussex
Thiensville (2)
Turtle Lake
Twin Lakes (2)
Union Grove (2)
Vernon
Waterford
Waunakee
W. Milwaukee (3)
Weston
Williams Bay (2)
Wind Point (4)
Winneconne (4)
Whitefish Bay (2)
Wrightstown (3)

Towns

Algoma (4)
Beloit
Buchanan (5)
Cedarburg (2)
Clayton
Empire
Fox Crossing (Menasha) (4)
Gibraltar (2)
Grand Chute (4)
Greenville (2)
La Pointe (2)
Lawrence (2)
Ledgeview
Little Suamico
Linn
Lisbon
Oconto
Osceola
Rib Mountain
Richfield (2)
Sevastopol
Troy
Washington
Weston

Counties

Ashland
Chippewa (3)
Dodge (2)
Door
Grant
Green Lake (2)
Kewaunee
Iowa
Monroe
Oconto (2)
Polk (3)
Price
Richland
Sauk
Sawyer
Shawano
Trempeleau
Wabasha, MN (2)
Washburn (2)
Waushara

2. PAA Consultants (Associates)

Dr. Stephen Hintz - Associate

Associate Stephen Hintz served on the faculty of the University of Wisconsin Oshkosh from 1972 to 2001 where he taught personnel, budgeting, and municipal management in the Master of Public Administration program. For twenty years, he served as executive secretary of the Wisconsin City/County Management Association. Hintz holds a Ph.D. in political science from Yale University. He has been consulting with municipalities on recruitment and management issues since 1980. In 1998, Hintz was elected to the Oshkosh Common Council and was the Mayor of Oshkosh from 2002 to 2004. In 2001, he received the prestigious Sweeney Academic Award from the International City/County Management Association for his lifelong work in promoting public administration.

Dr. Hintz works on executive recruitment and general management studies for PAA.

William Frueh – Associate

Associate William Frueh has served local and state governments since 1962, as a City Manager in Council Bluffs, Iowa; Newton, New Jersey; Shawnee, Oklahoma and retired in 1996 after 20 years as the city manager of Oshkosh, Wisconsin. He also served as the Director of Economic and Community Affairs for the State of Oklahoma. Oshkosh Citizens and the Oshkosh Northwestern newspaper named Frueh as one of the ten people in Oshkosh who most influenced the development of Oshkosh during the twentieth century. Frueh received his bachelor's degree in Civil Engineering from Iowa State University and has experience as a City Engineer and Public Works Director. He has been actively consulting since 1996 and is a Life Member of both the International City/County Management Association and WCMA.

Mr. Frueh works on executive recruitment and public works-related management studies for PAA.

Denise Frueh - Business Manager/Associate

Denise Frueh received both her bachelor's and master's degrees in Business Administration from the University of Wisconsin. She has over 20 years of experience in serving municipal governments, as Deputy Assessor for the City of Oshkosh, WI and as a consultant to local governments. In addition to serving as the business manager for Public Administration Associates, she has been actively consulting since 1996 on numerous executive searches and administrative studies for Midwest municipalities in Wisconsin, Illinois, Minnesota and Iowa.

Dave Tebo – Associate

Dave Tebo served as a Municipal Administrator in Wisconsin for 25 years, most recently in the Village of Poynette (1994-2000) and Town of Greenville (2000-2017). Tebo has a master's degree in Public Affairs & Administration from UW-Madison and a bachelor's in Urban & Regional Studies from UW-Oshkosh. Dave is a Credentialed Manager (CM) by the International City Management Association (ICMA) and Certified Public Manager (CPM) by the State of Wisconsin. He is experienced in all local government management duties including: budgeting, financial analysis, human resources, community development, planning and economic development. Project areas Dave had in-depth experience and success with in Greenville include: Land Use Planning, Sustainability, Land Stewardship (Creation of Two DATCP recognized Agricultural Enterprise Areas), Grant writing for Trail Construction and Administration ($3 million in trail projects over the last 15 years), and Economic Development (TID Development and work with Fox Cities Regional Partnership). Tebo's work in Greenville was featured in the book The New Public Service-Serving, Not Steering by Janet and Robert Denhardt in 2007.

Mr. Tebo works on interim management assignments, executive recruitment and classification/compensation studies for PAA.

Duane Gau – Associate

Duane Gau has over thirty years of experience in Wisconsin local government. He has worked on cooperative agreements, boundary agreements, TID management, personnel management, recruitment, public works/utilities and finance. In 2001, as Village Administrator, he assisted in a merger of a Village and Township to create a new governmental entity. Gau provided organizational analysis and salary studies for the Villages of Holman and Cross Plains and has served as interim administrator for the Villages of Mount Horeb, Holmen, Maine, Brokaw, Town of Texas and interim Public Works/Utilities Director for Ripon Wisconsin. Duane has a bachelor's degree in Business Management from Cardinal Stritch University in Milwaukee and an associate's Degree in Civil Engineering from Madison College Technical College. He is member of WCMA.

Mr. Gau works on interim management assignments, executive recruitment and management studies for PAA.

Sue McDade – Associate

Sue McDade has over 30 years of experience as a local government recreation and facilities administrator. She is currently the Community Services Director in Waunakee, Wisconsin, a fast-growing north Madison suburb. Responsibilities include recreational programming, supervision of the community center (including a fitness center, gymnasium, community room and senior center), and development of the park system, currently consisting of over 200 acres of park land. Mc Dade obtained a master's degree in Recreation and Park Administration from Penn State University. She is a past president of the Wisconsin Park and Recreation Association (WPRA), serving from 2014-2016. She is the recipient of numerous Wisconsin and regional honors and awards, including the prestigious WPRA Professional Award of Merit in 2010. McDade teaches courses in the Recreation Management Program at Madison Area Technical College.

Ms. McDade works on executive recruitment and park and recreation-related management studies for PAA.

Anthony Brown – Associate

Anthony Brown is the current City Administrator for the City of Waukesha, WI. Anthony has over a decade worth of experience serving Wisconsin local governments. He has served in different municipal management capacities in southeast Wisconsin and the Fox Valley. Mr. Brown is recognized as a functional, hands-on servant leader, who believes in empowering employees to become leaders. He is experienced in all local government management duties including budgeting, financial management, human resources, community and economic development, strategic planning, and performance management. Anthony has a master's degree in Public Administration with an emphasis on municipal management and a Bachelor of Arts in Political Science with an emphasis on law studies from the University of Wisconsin-Milwaukee. In addition, Anthony has sought additional educational opportunities by graduating from the Government Finance Officers Association (GFOA) Budget Academy, obtaining his Lean Six Sigma Yellow and Green Belt Certification, and getting accredited through the Congress for New Urbanism (CNU).

Mr. Brown works on executive search and general consulting projects for PAA.

Timothy Franz – Associate

Timothy Franz is the retired fire chief of the Oshkosh Fire Department and has been in the fire service for over 30 years. Franz has an associate's degree in fire protection from Fox Valley Technical College and a bachelor's degree in fire science from the University of Cincinnati. He also is a graduate of the National Fire Academy Executive Fire Officer Program. Franz is a past president of the Wisconsin State Fire Chiefs' Association and has served as a consultant on various fire and emergency management studies. Recently, he has worked on the Fire/EMS studies for Verona, Sevastopol, Door County, Buchanan, five Oconto County Townships, Little Chute, Platteville, Sturgeon Bay and Park Falls with PAA.

Mr. Franz works on Fire/EMS-related studies and Fire Chief executive search projects as well as Fire/EMS compliance audits for PAA.

James Austad – Associate

James Austad is an instructor in the Fire Protection Program at Fox Valley Technical College. He is a 28-year veteran of the fire service, spending 22 years with the Oshkosh Fire Department. He was the battalion chief in charge of the emergency medical services division of the Oshkosh Fire Department. Austad received an associate's degree in fire protection from Fox Valley Technical College, a bachelor's degree in business management from Silver Lake College, and a master's degree in public administration from the University of Wisconsin Oshkosh. He also is a graduate of the National Fire Academy Executive Officer Program. Austad has recently worked on the PAA Fire/EMS Studies for Sevastopol, Door County, Buchanan, Oconto Township, Sturgeon Bay, Little Chute, Platteville and Park Falls.

Mr. Austad works on Fire/EMS-related studies and Fire Chief executive search projects as well as Fire/EMS compliance audits for PAA.

Darrell Hofland – Associate

Darrell Hofland has 35 years of municipal management experience in Wisconsin, most recently as City Administrator for Sheboygan (2016-2020), Village Administrator for Grafton (1990-2016), Village Administrator for Little Chute (1986-1990), and Administrative Assistant to the Mayor for Appleton (1985-1986). Mr. Hofland was the first recipient of the Meritorious Service Award in 2000 by the Wisconsin City/County Management Association and Wisconsin's first Credentialed Manager by the International City/County Management Association. He is experienced in all local government management duties including budgeting, financial management, human resources, community and economic development, strategic planning, and performance management. His academic credentials include attainment of a Master's Degree in Public Administration from American University with a concentration in Financial Management and a Bachelor of Arts Degree in Political Science and Psychology from University of Iowa. He is also a graduate of the Senior Executive Institute of the University of Virginia's Weldon Cooper Center for Public Service.

Mr. Hofland works on executive recruitment, interim management assignments and municipal strategic planning projects for PAA.

Dr. Mamadou Coulibaly - Associate

Associate Dr. Mamadou Coulibaly is a specialist in the application of Geographic Information Systems (GIS). Coulibaly is an Associate Professor of Geography at the University of Wisconsin-Oshkosh where he teaches and conducts research on information processing, data analysis, mapping, and solutions to environmental and socioeconomic problems. He received his Ph.D. from the Southern Illinois University at Carbondale in 2004. Coulibaly has worked on mapping for PAA on several Fire/EMS Studies including Cottage Grove, Jackson, Lake Geneva, Little Chute, Lodi, Platteville and Park Falls.

Dr. Coulibaly works on a wide variety of management studies for PAA.

Steve Kubacki – Associate

Steve Kubacki has nearly 40 years of Municipal Government experience in the State of Wisconsin beginning with the City of Janesville as an Environmental Technician, Assistant Director of Public Works and Street Superintendent. He has since served as an Administrator for the City of Brillion, Villages of Germantown, Ashwaubenon and Suamico and Chippewa County. He has extensive experience and knowledge in economic and community development working to create, plan, administer and manage extremely successful TIF districts in Suamico, Germantown and Ashwaubenon, including the TIF district that now encompasses the “Titletown” Development District that surrounds Lambeau Field. Steve retired from the Village of Suamico in May of 2019 and has worked on a number of projects for PAA for the cities of Park Falls and Marinette as well as the Village of Bellevue and Town of Little Suamico. He is a graduate of UW- Stevens Point with a BS in Resource Management and has completed graduate level coursework at both UW-Whitewater and Oshkosh in Public Administration and Urban/Regional Planning.

Mr. Kubacki works on interim management assignments and public works-related management studies for PAA.

Bruce Stelzner – Associate

Bruce Stelzner has over 30 years of experience in Wisconsin local government. Stelzner has served as a County Highway Commissioner, Public Works Superintendent and Business Park Administrator. His responsibilities have included administration, management, design, and construction of public works/ utilities; highways and bridges; public infrastructure, personnel management, asset management, fleet management, building and grounds management. Stelzner has served as the State Director for the National Association of County Engineers and President of the Wisconsin County Highway Association. Stelzner has served as the Chairman, Co-Chair or member of many national, State, and Local committees including the NACo Transportation Steering Committee, FHWA State Transportation Innovation Council, Wisconsin Regional Planning/MPO, Wisconsin Local Roads and Streets Council and many other boards and commissions.

Mr. Stelzner works on interim management assignments and public works-related management studies for PAA.

Jon Hochkammmer – Associate

Jon Hochkammer has over forty years of public sector experience in Wisconsin. He retired in 2021 from his twenty-one-year employment with the Wisconsin Counties Association (WCA). While employed with the WCA, Jon served as Director of Insurance Operations, Legislative Director and Outreach Manager. He was elected Wisconsin State Senate Sergeant-at-Arms in 1994 and held that position for eight years during which he also served as President of the National Association of Legislative Services and Security Association. Jon gained extensive first-hand experience working at the local, state and federal level through these employment opportunities. Jon has twenty-nine years of local elected experience. He was elected to the Manitowoc County Board of Supervisors in 1984. He served for eight years including serving as its board chairperson/administrative coordinator. He was elected to the Verona City Council in 1997 including serving as Mayor from 2006 - 2018. Jon was President of the Dane County Cities and Villages Association from 2007 - 2018. Jon is a member of the Leadership Wisconsin Board of Directors. He is President of the Friends of the Dane County Bookmobile Board and chairs the Dane County Area Agency on Aging Access Committee. Prior service with Dane County includes the following boards: Area Agency on Aging Board (Chair), Specialized Transportation Commission, Human Services Board, and Library Board (Chair). Additionally, he was Fitch-Rona EMS Commission Treasurer, Verona Fire

District President, Newton Fire Department President and 1st Assistant Chief, and on the Madison Family Medicine Residency Board

Mr. Hochkammer works on interim management assignments and county-related organization and operations studies for PAA.

Shawn Murphy – Associate

Shawn Murphy has held positions in state and local government for over 30 years with 26 years' experience as a Municipal Administrator. After obtaining his Bachelor Degree in Business Administration from the University of Wisconsin-Eau Claire in 1986 and Master's Degree in Public Administration from the University of Wisconsin-Milwaukee in 1990, Murphy began his career as a Budget & Program Coordinator for the Wisconsin Department of Transportation. Murphy served as Assistant Village Manager in Whitefish Bay from 1992-1997; Village Administrator in Prairie du Sac from 1997 to 2007; City Administrator in Verona from 2007 to 2010 and City Administrator in Portage from 2012 to 2023. Murphy has a strong track record of collaboration and was involved in the formation of the North Shore Fire Department, the reformation of a joint Police Department between Prairie du Sac and Sauk City; worked closely with the Sauk Prairie School District to create the Sauk Prairie Recreation Commission that includes 6 municipalities and was involved in the creation of a joint municipal court commission that includes 4 municipalities. Murphy was an active member of the Wisconsin City/County Managers Association (WCMA) and the International City Manager's Association serving on numerous committees. In 2023 Murphy received a lifetime achievement award from the WCMA.

Mr. Murphy works on interim management assignments and executive recruitment projects for PAA.

3. PAA's Approach to Executive Recruitment

Our primary objectives are (1) to attract the highest number of professionally qualified, experienced and diverse applicants and (2) to facilitate a selection process that is thorough, professional and timely, resulting in the selection of the candidate who best meets the requirements of the City.

We believe that the Mayor and full City Council should be actively involved in the selection process at all stages of the process and that our primary role is to provide progressively more information about candidates to assist the Mayor and City Council in selecting semi-finalists, finalists, and the final choice. While we certainly review applicants very carefully, it is not our role to select candidates.

We believe that the process consists both of recruiting—the City officials involved will be actively selling themselves to potential candidates—and selecting—the Mayor and City Council carefully reviewing applicants for the best possible choice. Too often municipalities only consider the selection part.

We believe that the De Pere city staff has a large stake in the process. We recommend that department heads and other staff have an opportunity to meet and talk with each of the finalists. However, we fully recognize that the final decision rests with the governing body.

Finally, we believe that the process should be conducted in a planned, deliberate, and timely fashion. Specific preferences of the City should be accommodated in the design of the process, not as the process unfolds.

4. Our Proposed Process for De Pere

The following is our 12-step process that describes the scope of activities to be performed by Public Administration Associates, LLC during a typical municipal executive recruitment and selection process. We can readily adapt the process that we utilize to a schedule as may be requested by the City.

PAA President Kevin Brunner and PAA Associate Sue McDade, will be the consultants on the De Pere recruitment/selection project and Brunner will be the project leader. This team has worked on a large number of recent municipal chief executive searches throughout Wisconsin (most recently for Baraboo, Belleville, Columbus, Deerfield, DeForest, Hudson, Milton, Monroe, Platteville and Shorewood Hills) and collectively have worked on over 150 successful municipal administrator search projects.

Activities to be Performed for De Pere by PAA Consultants

1. Meet with the Mayor, City Council and City Staff as appropriate to discuss the characteristics desired in the next De Pere City Administrator and the process of recruitment; review the City Administrator ordinance and job description and prepare needed revisions; prepare the position description; determine recruitment procedures and the interview and selection process, and determine the optimal time schedule for the City of De Pere;

These meetings are important to establish the qualifications and qualities that the City wants in its next City Administrator and to determine the recruitment procedures and schedule.

2. Place advertisements in appropriate publications and on-line sources, including the International City/County Management Association (ICMA), Illinois City/County Management Association (ILCMA), League of Wisconsin Municipalities, Wisconsin City/County Management Association (WCMA), Government Finance Officers Association (GFOA); Iowa Municipal League, Minnesota League of Cities; Strategic Government Resources (SGR), Local Government Hispanic Network, Black Public Administrators Association, universities with nationally recognized public administration programs (city management) including the University of Kansas, Northern Illinois University, University of Minnesota, Mankato State University, Syracuse University and Brigham Young University; also contact and encourage personally known qualified individuals to apply;

ICMA, ILCMA, WCMA, Strategic Government Resources and the League of Wisconsin Municipalities are the premier channels for reaching qualified applicants for the De Pere City Administrator position in our opinion. All told, we will post the De Pere position on over 50 on-line governmental and university job sites.

3. Produce a two-minute video with the City to promote the position via social media (primarily YouTube and LinkedIn) to prospective applicants. PAA will assist in writing the script for the video and the City will assist in providing readily available still photography and/or video content of the City. Mayor Boyd will also be videotaped as part of this video to promote the position. Here are two links to recent video job announcements (for the Cities of Monroe and Platteville respectively) we distribute via social media as examples.

Monroe City Administrator
https://youtu.be/Rm3trHWgyrE

Platteville City Manager
https://youtu.be/yhbnWgRo9kw

PAA will also produce a digital De Pere City Administrator Position Profile that will be used in the direct marketing of the position to targeted candidates identified by PAA and the City. Here are links to two recent PAA Position Profiles developed for Middleton and DeForest respectively. DeForest: https://public-administration.com/wp-content/uploads/2022/07/DeForest-Community-Development-Director-Position-Profile-Org-Chart.pdf
Middleton: https://public-administration.com/wp-content/uploads/2023/06/Middleton-City-Administrator-Position-Profile-1221-1-2.pdf

4. Receive applications and acknowledge receipt. We will download all application materials onto a Google Drive file and will share that with the City Clerk so that a full and complete record of all submitted information is fully maintained for municipal recordkeeping and open records purposes.

5. Review applications and provide a "Mini-Resume" Candidates Report to the Mayor and City Council that will include a rating of the candidates as "qualified", "unqualified" and "wild card" (these candidates may not strictly meet the qualifications but may have skills or work experience that may warrant continued consideration as candidates for the City Administrator position).

6. Review applications with the Mayor and City Council for the selection of semi-finalists (typically there will be between six and ten candidates who would continue as semi-finalists).

7. Contact semi-finalists designated by the Mayor and City Council; conduct background and reference checks; prepare semi-finalist candidate profile statements (see attachment for an example of the detailed 4–5-page reference report that we produce on each candidate at this stage); provide material to the Mayor and City Council.

This is the most important and time-consuming part of the search process. Semi-finalists must supply references that are from elected officials and staff superiors, peers, and subordinates with whom the applicant has worked. If references are not appropriate,

semi-finalists must supply additional references. Questions are asked about accomplishments, strengths, skills, interpersonal relationships, and needed areas of improvement. This information is critical in evaluating the candidates and preparing the candidate profile statements. Semi-finalists will prepare electronic video interview presentations for the Mayor and City Council to review. If desired as an alternative, telephone or video conference interview can be arranged.

8. Review semi-finalists with the Mayor and City Council for selection of candidates to be interviewed on site in De Pere.

The Mayor and City Council review the resumes, the reports developed from the reference/background information and the electronic presentations. It then selects candidates as finalists to be interviewed. At this stage, all the candidates should be technically qualified to be De Pere's next City Administrator. The primary value of the interview is to determine the "fit" with the Mayor, City Council, City staff and the De Pere community.

9. Work with the De Pere Human Resources to arrange interviews and the on-site candidate assessment center in De Pere.

10. Assist in the interview process, including arranging the schedule, coordinating plans with candidates, providing sample interview questions, conducting a writing exercise, observing the interviews, facilitating the selection of the first choice, and seeing that the interviews run smoothly.

While there are a variety of approaches to the interview process, PAA normally recommends a two-day "assessment center" type process. On the first day, all the finalists on individual schedules tour De Pere and meet with the city leadership team (typically department heads) and appropriate department staff. Although the department staff members do not participate in the final selection of the City Administrator, each of them is asked to comment on the candidates as further evidence for the Mayor and City Council to consider. These meetings are important for both the candidates and the staff and City officials. Other activities for the Mayor and City Council to consider are a community reception or meet and greet for the candidates, an in-basket exercise, a leaderless group discussion, an emotional intelligence assessment and a psychological review.

On the second day, the Mayor and full City Council interview each candidate for approximately one hour. In addition, each candidate participates in a writing exercise to determine writing skills. The actual interview day(s) are scheduled at the convenience of the Mayor and City Council members.

There are other approaches to the interview process. PAA will work with the Mayor, City Council and HR Staff to determine the process that is most suitable for De Pere.

11. Draft the recommended City Administrator employment agreement and provide assistance in the negotiation of an employment agreement.

Normally, PAA receives instructions from the Mayor and City Council and negotiates an employment agreement for review and approval by the City Council at its next meeting or at a special meeting. However, we are prepared to work with the Mayor, City Council and De Pere HR Staff in any capacity in negotiating an employment agreement with the selected candidate. It is also imperative that the De Pere City Attorney approve as to form the employment agreement that will be negotiated with the chosen candidate. While PAA has drafted many city administrator employment agreements, the final document to be negotiated must have the full review/approval of the City Attorney.

12. Prepare letters for Mayor Boyd's signature thanking all applicants and notifying them of the result.

5. Project Costs for De Pere/Insurance

We strive to make our costs affordable to the municipal clients that we serve. We know that in Wisconsin, with local government levy limits and expenditure restraints, that municipalities must be ever cost-conscious.

Total Cost (Including all Direct Marketing Costs Estimated at Between $2,200 and $2,500 and $2,200 for the De Pere Posting and Direct Consultant Expenses Estimated at Between $800 and $1,100)-$16,900.

Not included in our lump sum amount are any aptitude/psychological tests, emotional intelligence assessments; post-offer background checks and/or interview visits to the candidate's community of residence if desired or requested. If requested by the City, PAA will facilitate this work and just pass-through these costs to the City (PAA does not apply any mark-up to them).

PAA will bill the City for one-third of the quoted lump sum amount at the time of execution of the executive services contract with PAA; one-third at the mid-point in the search process (selection of semi-finalists) and will bill the remainder of any other costs incurred on behalf of

the City after the new City Administrator's employment agreement has been approved by the De Pere City Council.

PAA carries professional liability insurance with limits of $1,000,000 per occurrence/$1,000,000 aggregate. We can provide a certificate of insurance to the City of De Pere upon request.

6. De Pere Recruitment/Selection Schedule

Typically, a municipal management search of this type will take approximately 16 weeks from start to when the new city administrator begins his or her new duties, however, PAA will work closely with City officials to maintain a schedule that will get a new administrator on board as soon as what the City desires. Early in the recruitment phase of the search process, we would like to discuss the full search schedule and what the most effective and efficient transition between retiring Administrator Delo and his selected successor should be.

WEEKS	1-4	5-8	9-12	12-16
Project Discovery/City Administrator Qualification & Qualities Discernment				
Ad Placement, Video Production, Position Announcement				
Application Reception				
Application Review, Assessment, Presentation				

Contact Semi-finalists				
Review Semi-finalists				
City Administrator Candidate Assessment Center/Interviews				
Negotiations with Selected Candidate				
New City Administrator on Board in De Pere				

7. Our Commitment to De Pere

Public Administration Associates, LLC will commit whatever time and effort is necessary to fully and successfully complete all tasks described in this proposal.

Public Administration Associates, LLC provides the following guarantees:

- If the initial search is not successful, PAA will conduct an additional search until the De Pere City Administrator position is filled. If additional marketing costs are incurred by PAA for any additional searches for this position, only these direct marketing costs and not any additional PAA consulting costs will be charged to De Pere.
- If the candidate selected either resigns or is terminated for cause within the first twelve months of employment, PAA will conduct a new search and waive its consultation fee. We have had to only honor this guarantee four times for the 400+ municipal executive searches that we have conducted over the past 26 years (that is a success rate of over 99%!). As such, we are very confident in our recruitment/selection processes that we employ.

8. PAA References-Recent Wisconsin Local Government Executive Searches

Quotes from two of our most recent municipal clients:

“PAA consultants exceeded our expectations in every area of recruiting and hiring our new city administrator. They were invested in creating an inclusive and successful process for our staff, community, and the candidates. Their high degree of professionalism, knowledge, and communication skills were demonstrated throughout the project. We could not be more pleased. There is no hesitation in recommending them to any community.”

Mayor Anissa Welch, City of Milton

"Thanks to Public Administration Associates, LLC, we were able to secure both an interim administrator who seamlessly guided us through a transitional phase and a permanent administrator who has already brought a fresh perspective and dynamic leadership to our organization. Their dedication to excellence and their unwavering support were integral to this successful outcome.

Without hesitation, I highly recommend Public Administration Associates, LLC to any organization seeking unparalleled professionalism, expertise, and results in their administrative recruitment endeavors. Their commitment to identifying the right talent is truly commendable, and their contributions have had a lasting positive impact on our organization."

President Chris Campbell, Village of Marshall

PAA Municipal Executive Search References

Jack Anderson, Village President, Village of Greenville, Phone 920-757-5181 (C)

Michael Bablick, Former Mayor, City of Park Falls, Phone 715-661-3025 (C)

Marty Becker, Former Mayor, City of Port Washington, Phone 262-707-1464 (C)

Mason Becker, Former City Council President, City of Fort Atkinson, Phone 920-723-4924 (C)

David Benforado, Former Village President, Village of Shorewood Hills, Phone 608-535-2960

Gurdip Brar, Former Mayor, City of Middleton, Phone 608-821-8359 (C)

Marty Brewer, Chair, Richland County Board of Superviors,608-383-0207 (H)

Chris Campbell, Village President, Village of Marshall, Phone 608-655-4017 (O)

Glenn Carlson, Town of LaPointe (Madeline Island), Phone 715-747-6654 (O)

Jeanne Carpenter, Former Village President, Village of Oregon, Phone 608-358-7837 (C)

Mitchel Craig, Mayor, City of Portage, 608-697-7065

Barbara Daus, City Council President, City of Platteville, Phone 608-348-3365

Donna Douglas, Mayor, City of Monroe, Phone 608-214-8566(C)

Dr. Bill Duncan, Village President, Village of Williams Bay, Phone 262-245-2700 (C)

Greg Frutinger, Village President, Village of Deerfield, Phone 608-764-5505 (H)

Russ Geise, Chair, Town of Clayton, Phone 920-427-4126 (C)

Steve Genisot, Mayor, City of Marinette, Phone 906-399-8854 (C)

Theodore Grant, Mayor, City of Ripon, Phone 920-896-6900 (O)

Joseph Hammer, Mayor, City of Columbus, Phone 920-623-5900 (C)

Tom Hartz, Former Mayor, City of Lake Geneva, Phone 262-374-9127 (C)

Brian Heckendorf, President, Village of Jackson, 414-416-2234 (C)

John Jarvis, County Board Chair, Waushara County, 920-572-0029 (C)

Diana Kaschinske, President, Village of Poynette, 608-635-8960 (C)

Dr. Bryan Kennedy, Mayor, City of Glendale, 414-228-1700 (O)

Randy Knaack, Mayor, City of Menomonie, Phone 715-232-2369 (ext.100)

Ben Krumenauer, Administrator, Village of Bellevue, Phone 920-410-5563 (O)

Bruce Lechner, Mayor, City of Elkhorn, Phone 262-379-0890 (C)

Tim McCumber, County Board Chair, Sauk County, 608-963-6581 (C)

Patrick Milliren, Mayor, City of Durand, Phone 715-672-8770 (O)

Wanda Montgomery, President, Village of Brown Deer, Phone 262-502-1460 (O)

Laura Nelson, Former President, Village of Suamico, Phone 920-246-8212 (C)

Rich O'Connor, Mayor, City of Hudson, Phone 715-386-4765 (Ext. 120) (O)

Joe Osterman, Chair, Town of Lisbon, Wisconsin, Phone 262-246-6100 (Ext. 1200) (O)

Thomas Pavlic, Mayor, City of Cudahy, Phone 414-769-2222 (O)

George Peterson, President, Village of Rothschild, Phone 715-359-3660 (O)

Deb Rose, President, Village of Osceola, 715-294-2598 (H)

Doug Rowen, Chair, Town of Troy, Phone 715-808-1372 (C)

Susan Sanabria, Former President, Village of Wind Point, Phone 262-994-0733 (C)

Kathy Schlieve, Administrator, City of Waupun, Phone 920-324-5563 (O)

Ryan Schroeder, Mayor, City of Delavan, Phone 262-728-5585 ext. 113 (O)

Daniel Shoemaker, Mayor, City of Cumberland, Phone 952-270-1266 (C)

Tweed Shuman, County Board Chair, Sawyer County, Phone 701-330-6897 (C)

Richard Snelson, Mayor, City of New Holstein, 920-898-5766 (O)

Steven Soukop, President, Village of Bellevue, Phone 920-593-5508 (O)

Dr. Lanny Tibaldo, Chair, Town of Lawrence, Phone: 920-336-9131 (O)

Roger Truttman, President, Village of New Glarus, Phone 608-212-6785 (C)

Greg Waters, City Council President, City of Lake Mills, Phone 920-648-2344 (O)

Anissa Welch, Mayor, City of Milton, Phone 608-751-7198 (C)*

Jane Cahill-Wolfgram, President, Village of DeForest, Phone 608-438-5358 (C)

Jim Weiss, Chair, Town of Linn, Phone 262-245-2700 (C)

S. RENÉE NARLOCH & ASSOCIATES
PROFESSIONAL EXECUTIVE RECRUITMENT

A PROPOSAL TO CONDUCT

EXECUTIVE RECRUITMENT SERVICES

FOR

CITY ADMINISTRATOR

ON BEHALF OF THE

CITY OF DE PERE, WI

S. RENÉE NARLOCH, PRESIDENT
2910 Kerry Forest Pkwy D4-242, Tallahassee, FL 32309
P 850.391.0000
info@srnsearch.com

www.srnsearch.com

S. RENÉE NARLOCH & ASSOCIATES
PROFESSIONAL EXECUTIVE RECRUITMENT

April 22, 2024

Ms. Shannon Metzler, Human Resource Director
Ms. Tracy Hood, Human Resources Generalist
City of De Pere, WI
335 S. Broadway
De Pere, WI 54115

Dear Ms. Metzler and Ms. Hood:

We appreciate the opportunity to provide the City of De Pere with a proposal to conduct a search for the City Administrator position. Our proposal includes an overview of our qualifications and costs related to our services.

With respect to this recruitment for the City of De Pere, you should know:

- S. Renée Narloch & Associates has extensive experience conducting quality searches that place candidates ideally suited to clients' needs. S. Renée Narloch & Associates is incorporated in Florida and is a small, woman-owned business. For many years, Ms. Narloch, President, served as the Senior Vice President of Recruitment for a national public sector consulting firm, responsible for recruitments in 40+ states. Her career in public sector recruitment spans over 25 years, during which time she has participated in hundreds of public sector searches nationwide.

- S. Renée Narloch & Associates is currently conducting recruitments on behalf of City of Alpharetta, GA (Economic Development Director); Seminole County, FL (Utilities Director); City of St. Pete Beach, FL (City Manager); Town of Pembroke Park, FL (Town Manager); City of Port St. Lucie, FL (City Attorney); City of Cape Coral, FL (Public Works Director); City of Hollywood, FL (Wastewater Treatment Plant Manager); and Opportunity Home San Antonio, TX (Chief Operating Officer).

- Ms. S. Renée Narloch, President, has extensive experience conducting public sector executive recruitments throughout the nation, including more than 400 searches for clients such as the City of Oak Creek, WI (City Administrator); City of Washington, IL (City Administrator); City of Rye, NY (City Manager); City of Topeka, KS (City Manager); City of Virginia Beach, VA (City Manager; Assistant Human Services Director); City of Charlottesville, VA (City Manager); Town of Lake Lure, NC (Town Manager; Project Manager); Town of Landis, NC (Town Manager); City of Thomasville, GA (City Manager; Assistant City Manager; City Engineer); City of Coral Springs, FL (City Manager; Deputy City Managers (2); Director of Economic Development; Director of Financial Services); City of Fort Lauderdale, FL (City Manager; Assistant City Manager; City Attorney; Finance Director; Director of Sustainable Development; Deputy Director of Human Resources; Building Official); City of Tallahassee, FL (City Manager; Fire Chief; Airport Director; Director of

S. RENÉE NARLOCH & ASSOCIATES
PROFESSIONAL EXECUTIVE RECRUITMENT

Human Resources); Johnson County, KS (County Auditor; County Appraiser; Chief Legal Counsel); City of Dublin, OH (Director of Communications & Public Information); City of Arlington, TX (Assistant City Manager; Parks & Recreation Director); City of Baytown, TX (Assistant City Manager; City Attorney; Police Chief; Director of Public Affairs); City of Sugar Land, TX (Director of Budget & Strategy; Assistant Director of Finance); Leon County, FL (Building Official); City of Dunedin, FL (Community Development Director; Communications Director; City Manager; Finance Director; City Clerk); City of Dania Beach, FL (City Manager); City of Miami Beach, FL (City Manager); City of St. Cloud, FL (Police Chief; Human Resources & Risk Management Director; Information Technology Director; Environmental Utilities Director); City of Lake City, FL (City Manager); Palm Beach County, FL (County Administrator; Director of Capital Improvements); Person County, NC (County Manager); Cumberland County, NC (Assistant County Manager Community Services; Human Resources Director); and many others. Ms. Narloch will conduct the recruitment for the City Administrator for the City of De Pere. A sample of past clients is included in our proposal (Clients, Page 7).

- S. Renée Narloch & Associates has a highly trained staff, a vast network of contacts and professional affiliations in public sector management, and a proven recruitment process tailored to our client's needs, which will result in a quality pool of candidates.

Thank you for your consideration. Please do not hesitate to contact us at 850.391.0000 should you have questions or need additional information.

Sincerely,

S. Renée Narloch, President

TABLE OF CONTENTS

ABOUT US ____ 1
- OUR UNDERSTANDING OF THE REQUESTED SERVICES ... 1
- PRIMARY CONTACT ... 1
- OUR FIRM HISTORY AND EXPERIENCE ... 1
- SMALL BUSINESS/MINORITY BUSINESS ... 2
- STATEMENT OF PROFESSIONAL STANDARDS ... 2

OUR RECRUITMENT PROCESS ____ 3
- DEVELOPING THE CANDIDATE PROFILE ... 3
- ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE ... 3
- RECRUITING CANDIDATES ... 3
- SCREENING CANDIDATES ... 4
- PRELIMINARY INTERVIEWS ... 4
- PUBLIC RECORDS SEARCH ... 4
- RECOMMENDATIONS ... 4
- FINAL INTERVIEWS ... 4
- BACKGROUND CHECKS/DETAILED REFERENCE CHECKS ... 5
- NEGOTIATIONS ... 5
- COMPLETE ADMINISTRATIVE ASSISTANCE ... 5

THE TEAM ____ 6
- S. RENÉE NARLOCH, PRESIDENT ... 6
- ELLIOTT S. PERVINICH, VICE PRESIDENT ... 6
- LIANA VELEZ THOMPSON, SENIOR CONSULTANT ... 6

CLIENTS/REFERENCES ____ 7
- CLIENTS ... 7
- REFERENCES ... 9

COST PROPOSAL ____ 10
- PROFESSIONAL FEE AND EXPENSES ... 10
- CANDIDATE TRAVEL ... 10
- PAYMENT ... 10
- GUARANTEE ... 10
- SCHEDULE ... 11

ABOUT US

Our Understanding of the Requested Services

S. Renée Narloch & Associates is highly qualified to assist the City of De Pere in recruiting a new City Administrator. We have extensive experience providing recruitment services, ranging from the initial contact with candidates to the successful hiring and placement of candidates.

We successfully manage all aspects of the recruitment process. We will work closely with the City to protect the integrity of the recruitment and ensure a successful outcome. The City can be assured that we will place a high priority on this recruitment, and our dedicated staff will provide their full attention throughout the entire process. Our recruiters have serviced hundreds of public sector clients, and we understand the importance of an objective and thorough process.

Primary Contact

Ms. S. Renée Narloch, President, will conduct the City Administrator recruitment for the City of De Pere. Her contact information is as follows:

S. Renée Narloch, President
2910 Kerry Forest Pkwy D4-242
Tallahassee, FL 32309
P: 850.391.0000
Email: reneen@srnsearch.com
Website: www.srnsearch.com

Our Firm History and Experience

S. Renée Narloch & Associates' recruiters are known throughout the industry as leading public sector recruiters by clients and candidates. We have a reputation for conducting quality searches that place candidates ideally suited to meet our client's needs. We pride ourselves on our responsiveness to clients and candidates, and we assure the City of De Pere that the highest caliber of service will be provided throughout the recruitment process.

S. Renée Narloch & Associates is a small, woman-owned business incorporated in the State of Florida. Ms. Narloch served as the Senior Vice President of Recruitment for a national public sector consulting firm for many years. Her career in public sector recruitment spans over 25 years, during which time she has participated in hundreds of public sector searches nationwide. In addition, our firm is comprised of individuals who are highly trained and experienced in the recruitment of public sector executives. The office of S. Renée Narloch & Associates is in Tallahassee, Florida.

S. Renée Narloch & Associates is currently conducting recruitments on behalf of City of Alpharetta, GA (Economic Development Director); Seminole County, FL (Utilities Director); City of St. Pete Beach, FL (City Manager); Town of Pembroke Park, FL (Town Manager); City of Port St. Lucie, FL (City Attorney); City of Cape Coral, FL (Public Works Director); City of Hollywood, FL (Wastewater Treatment Plant Manager); and Opportunity Home San Antonio, TX (Chief Operating Officer).

Ms. S. Renée Narloch, President, has extensive experience conducting public sector executive recruitments throughout the nation, including more than 400 searches for clients such as the City of Oak Creek, WI (City Administrator); City of Washington, IL (City Administrator); City of Rye, NY (City Manager); City of Topeka, KS (City Manager); City of Virginia Beach, VA (City Manager; Assistant Human Services Director); City of Charlottesville, VA (City Manager); Town of Lake Lure, NC (Town Manager; Project Manager); Town of Landis, NC (Town Manager); City of Thomasville, GA (City Manager; Assistant City Manager; City Engineer); City of Coral Springs, FL (City Manager; Deputy City Managers (2); Director of Economic Development; Director of Financial Services); City of Fort Lauderdale, FL (City Manager; Assistant City Manager; City Attorney; Finance Director; Director of Sustainable Development; Deputy Director of Human Resources; Building Official); City of Tallahassee, FL (City Manager; Fire Chief; Airport Director; Director of Human Resources); City of Arlington, TX (Assistant City Manager; Parks & Recreation Director); City of Baytown, TX (Assistant City Manager; City Attorney; Police Chief; Director of Public Affairs); City of Sugar Land, TX (Director of Budget & Strategy; Assistant Director of Finance); Leon County, FL (Building Official); City of Dunedin, FL (Community Development Director; Communications Director; City Manager; Finance Director; City Clerk); City of Dania Beach, FL (City Manager); City of Miami Beach, FL (City Manager); City of St. Cloud, FL (Police Chief; Human Resources & Risk Management Director; Information Technology Director; Environmental Utilities Director); City of Lake City, FL (City Manager); and many others. Ms. Narloch will conduct the recruitment for the City Administrator for the City of De Pere. She will be assisted by other senior staff members, as outlined in this proposal (The Team, Page 6). A sample of past clients is included in our proposal (Clients, Page 7).

We maintain a database of potential candidates, and our vast network of contacts and resources will be invaluable in identifying outstanding candidates, including those who may not be currently looking for opportunities. Our experience, proven recruitment process, expansive network of contacts, and knowledge of exceptional candidates will ensure the City of De Pere has a quality group of finalists from which to select the new City Administrator.

Small Business/Minority Business

S. Renée Narloch & Associates is, by federal and state guidelines, considered a small, woman-owned business based on the size of our firm, our annual business earnings, and the percentage of ownership held (100%) by a woman/minority.

Statement of Professional Standards

S. Renée Narloch & Associates believes in sound and ethical business practices. We understand that confidence and respect are imperative to our success. Our services to clients and candidates involve relationships that depend on good faith efforts. We conduct business forthrightly with no intentional misrepresentations that could mislead clients or candidates. We refrain from using sourcing techniques that involve deception or falsehood and do not engage in activities that violate antitrust laws. Communication between us, our clients, and our candidates is impartial and accurate. We make a concerted effort to see that the position, our clients, and candidates are represented honestly and factually. We honor the confidentiality of proprietary information received from clients and candidates and will disclose any knowledge of potential conflicts of interest to client agencies and candidates.

OUR RECRUITMENT PROCESS

S. Renée Narloch & Associates' unique, client-driven approach to executive search will ensure that the City of De Pere has a pool of high-quality candidates from which to select the new City Administrator. Outlined below are the services we provide in our recruitment process.

DEVELOPING THE CANDIDATE PROFILE

Our understanding of the City's requirements will be the foundation of a successful search. We will work directly with the Mayor, the Common Council, and others involved in the process to learn as much as possible about what the organization expects of a new City Administrator. We can also meet with other key staff or community members to gather information. We want to learn about the values and culture of the organization, as well as understand the current issues, challenges, and opportunities that face the City of De Pere. We also want to be fully acquainted with the City's expectations regarding the knowledge, skills, and abilities sought in the ideal candidate, and we will work with your organization to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. As part of this process, we will evaluate the compensation and benefits of the City Administrator position. Based on these discussions, we will develop a profile addressing the responsibilities, core competencies and professional characteristics and traits, education and training, operational and organizational issues, and other relevant factors. The profile we develop together at this stage will guide our recruitment efforts.

ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE

After gaining an understanding of the City's needs, we will design an effective advertising campaign that is appropriate for the recruitment. We will focus on professional journals specifically suited to the City Administrator search, such as the ICMA Newsletter, utilizing venues that will ensure a diverse pool of applicants, including qualified minority and women candidates. We will also utilize social media and will develop a professional recruitment brochure on the City's behalf that will discuss the community, organization, position, and compensation. Once completed, we will mail the brochure to an extensive audience, informing them of the exciting opportunity with the City of De Pere.

RECRUITING CANDIDATES

After cross-referencing the ideal candidate's profile with our database of thousands of candidates and our contacts in the field, we will conduct an aggressive outreach effort that includes making personal calls to prospective applicants to identify and recruit outstanding candidates, including qualified minority and women candidates. We realize that the best candidate is often not looking for a new job, and this is the person that we actively pursue to become a candidate. Aggressively marketing the City Administrator position to prospective candidates will be essential to the success of the search.

Screening Candidates

Following the recruitment closing date, we will screen all resumes and cover letters using the criteria established in our initial meetings to narrow the field of candidates.

Preliminary Interviews

We will conduct preliminary interviews with the top 10 to 12 candidates to determine which candidates have the greatest potential to succeed in your organization. During the interviews, we will explore each candidate's background and experience regarding the City Administrator position. In addition, we will discuss the candidate's motivation for applying for the position and assess their knowledge, skills, and abilities. We will devote specific attention to determining the likelihood of the candidate's acceptance of the position if an offer of employment is made.

Public Records Search

Following the interviews, we will review published articles that reference each candidate. Various sources will be consulted, including Lexis-Nexis™, a newspaper/magazine search engine, Google, and local papers from the communities in which the candidates have worked. This will bring to our attention any further detailed inquiries that we may need to make at this time.

Recommendations

Based on the information gathered through meetings with your organization and preliminary interviews with candidates, we will typically recommend three to five candidates for your consideration. We will prepare a report on each candidate that focuses on the results of our interviews and public record searches, including detailed information about the candidate's professional experiences and accomplishments, strengths and potential gaps, and background information. We will make specific recommendations, but the final selection of those to be considered will be up to you.

Final Interviews

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses each candidate's qualifications. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel, or assessment center process. We will provide you with suggested interview questions and rating forms, and we will be present at the interviews to facilitate the process. Our expertise lies in facilitating the discussion to bring a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the manner in which the entire process is conducted will affect the candidate's perception of your organization.

Background Checks/Detailed Reference Checks

We will conduct credit, criminal, civil litigation, and motor vehicle record checks for the top one to three candidates based on final interviews. In addition, those candidates will be the subjects of detailed, confidential reference checks. To gain an accurate and honest appraisal of the candidate's strengths and weaknesses, we will talk candidly with people with direct knowledge of their work and management style. We will ask candidates to provide the names of their supervisors, subordinates, and peers for the past several years. Additionally, we will speak confidentially to individuals known to have insight into a candidate's abilities but who may not be on their preferred list of contacts. At this stage in the recruitment, we will also verify candidates' educational backgrounds and any required certifications.

Negotiations

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Our experience provides insight into current industry standards and expectations in negotiating contracts, and we will be available to advise you regarding current approaches to difficult issues such as housing and relocation. To secure your chosen candidate's appointment, we will represent your interests and advise you regarding salary, benefits, and employment agreements. We have the expertise to turn a sensitive aspect of the recruitment into one viewed positively by both you and the candidate.

Complete Administrative Assistance

Throughout the recruitment, we will provide the City with updates on the status of the search and a schedule for actions and deliverables at the beginning of the process. We will also take care of all administrative details on your behalf. Candidates will receive personal correspondence advising them of their status at each critical point during the recruitment. In addition, we will respond to inquiries about the status of their candidacy within 24 hours. Every administrative detail will receive our attention.

THE TEAM

Our staff at S. Renée Narloch & Associates is comprised of a diverse group of individuals who have extensive experience recruiting public sector executives. The team assigned to the City Administrator search will include Ms. Narloch, the lead consultant, with assistance from Mr. Elliott Pervinich and Ms. Liana Velez Thompson.

S. RENÉE NARLOCH, PRESIDENT

Ms. Narloch is the President of S. Renée Narloch & Associates and the Director of our office in Tallahassee, Florida. She is recognized as one of the nation's leading public-sector recruiters. She has more than 25 years of experience conducting public sector recruitments and has participated in more than 400 searches nationwide. Before forming S. Renée Narloch & Associates, Ms. Narloch spent ten years as the Senior Vice President of a public sector executive search firm responsible for clients in 40 states from Texas northward to the East Coast. She also previously served as a Senior Recruiter with DMG and MAXIMUS with sole responsibility for the firm's executive search practice in the Southeastern, Mid-Atlantic, and Mid-Western states. Ms. Narloch is considered an expert in public sector recruitment and is often a guest speaker at the International City/County Management Association (ICMA) Annual Conference. Ms. Narloch received her Bachelor of Science degree in Information Studies, summa cum laude, from Florida State University, Tallahassee, Florida.

ELLIOTT S. PERVINICH, VICE PRESIDENT

Mr. Pervinich is the Vice President of S. Renée Narloch & Associates' office in Tallahassee, Florida. He concentrates on client outreach and business operations. Mr. Pervinich previously worked for a local city government in central Texas as a team-building trainer and facilitator in corporate development, which has given him great insight into the needs of our clients. He has twelve years of experience in executive administration in the local government and the for-profit sectors. Mr. Pervinich received his Bachelor of Science in Recreation and Leisure Services Administration from Florida State University, Tallahassee, Florida.

LIANA VELEZ THOMPSON, SENIOR CONSULTANT

As a Senior Consultant with S. Renée Narloch & Associates, Ms. Thompson is responsible for research, candidate recruitment, screening, reference checks, and background verifications. She focuses on client communication and works closely with clients to coordinate candidate outreach and ensure a successful search. Before joining S. Renée Narloch & Associates, Ms. Thompson spent several years in special education. Ms. Thompson received her Bachelor of Arts degree, magna cum laude, and a Master of Special Education from Florida State University, Tallahassee, Florida.

CLIENTS/REFERENCES

CLIENTS

S. Renée Narloch & Associates' recruiters have extensive experience, placing more than 400 public sector professionals. Below is a list of some of the clients Ms. Narloch recruited in the last few years. For a complete client list, please contact us.

City of Oak Creek, WI
City Administrator
City of Washington, IL
City Administrator
City of Rye, NY
City Manager
City of St. Pete Beach, FL
City Manager, Building Official
City of Topeka, KS
City Manager; Administrative and Financial Services Director
City of Virginia Beach, VA
Deputy City Manager; Assistant Human Services Director
City of Charlottesville, VA
City Manager
Town of Lake Lure, NC
Town Manager; Project Manager
Town of Landis, NC
Town Manager
City of Thomasville, GA
City Manager; Assistant City Manager; City Engineer
City of Coral Springs, FL
City Manager; Deputy City Manager (2 positions); Director of Economic Development; Director of Finance; Police Chief
City of Fort Lauderdale, FL
City Manager; Assistant City Manager; Finance Director; Building Official; City Attorney; Director of Sustainable Development; Deputy Director of Human Resources
City of Tallahassee, FL
City Manager; Human Resource Director; Fire Chief; Director of Airport; Assistant General Manager - Underground Utilities & Public Infrastructure (Engineering Division)
City of Dunedin, FL
Community Development Director; Communications Director; City Manager; Finance Director; City Clerk
City of Dania Beach, FL
City Manager
City of Miami Beach, FL
City Manager
City of Dallas, TX
Assistant Director of Transportation Operations; Assistant Director of Water Utilities; City Manager; City Attorney; Managing Director of Environmental Quality; Assistant Director of Street Services (Maintenance)
City of Arlington, TX
Deputy City Manager; Parks & Recreation Director
City of Baytown, TX
Assistant City Manager; Police Chief; Director of Public Affairs; City Attorney
Town of Addison, TX
City Manager
Seminole County, FL
County Manager; County Attorney
Wake County, NC
County Manager
Cumberland County, NC
Assistant County Manager – Community Support Services; Human Resources Director
Person County, NC
County Manager
York County, SC
County Manager
Franklin County, OH
County Administrator; Animal Care & Control Services Director; Director of Job & Family Services
Hillsborough County, FL
County Administrator; Director of Head Start; Affordable Housing Services Director
Palm Beach County, FL
County Administrator; Director of Capital Improvements
Lee County, FL
County Manager; County Attorney
Pasco County, FL
County Manager
Alachua County, FL
County Manager

Sedgwick County, KS
County Manager; Health Department Director; Director of Human Resources
City of Delray Beach, FL
City Attorney
Broward County, FL
Assistant Director of Economic & Small Business Development; County Attorney; Port Everglades Chief Executive/Port Director; Port Everglades Director of Business Development
City of Gainesville, FL
City Attorney; City Auditor; Chief Plans Examiner; Building Inspector; Planner IV
City of Margate, FL
City Attorney; Director of Environmental and Engineering Services
City of Coconut Creek, FL
City Attorney
City of Wichita, KS
Director of Law; Director of Housing & Community Services
Johnson County, KS
Chief Legal Counsel; County Auditor; County Appraiser
Fort Worth Housing Authority, TX
President/CEO
Workforce Development Board (WDB), OH
Executive Director/CEO
Housing Authority of the City of Tulsa, OK
President/CEO; VP/CFO
San Antonio Housing Authority (SAHA), TX
President and CEO; Director of Community Development Initiatives; Development Services & Neighborhood Revitalization Officer; Director of Information Technology; Director of Human Resources; Director of Federal Housing Programs; Chief Operating Officer; Director of Communications and Public Affairs
Houston Housing Authority, TX
President/CEO
Rochester-Genesee Regional Transportation Authority (RGRTA), NY
Chief Executive Officer (CEO)
Housing Authority of the City of Austin, TX
Vice President/Chief Financial Officer; President/CEO
El Paso Water Utilities-Public Service Board, TX
President/CEO
Housing Authority of the City of Brownsville, TX
Chief Executive Officer (CEO)
SOS Children's Villages – Florida
Chief Executive Officer
Alexandria Redevelopment and Housing Authority (ARHA), VA
Chief Executive Officer
Greater Richmond Transit Co (GRTC), VA
Chief Executive Officer
Early Learning Coalition of Broward County, FL
Chief Executive Officer
New Orleans Redevelopment Authority, LA
Executive Director
Louisiana Housing Corporation, LA
Executive Director
Portsmouth Redevelopment & Housing Authority (PRHA), VA
Executive Director
Florida Public Transportation Association
Executive Director
International Association of Campus Law Enforcement Administrators (IACLEA), MD
Executive Director
Children's Board of Hillsborough County, FL
Executive Director
Western Reserve Transit Authority, OH
Executive Director
TOHO Water Authority, FL
Executive Director; General Counsel
Consolidated Dispatch Agency (Tallahassee), FL
Director
City of Sugar Land, TX
Controller; Assistant Director of Finance; Director of Budget & Strategy
City of San Antonio, TX
Assistant Finance Director – Procurement
City of Quincy, FL
Finance Director
City of Hallandale Beach, FL
Comptroller
Pinellas Suncoast Transit Authority (PSTA), FL
Chief Financial Officer
Centre Area Transportation Authority (CATA), PA
Director of Transportation, Director of Finance, Data Analyst
Wayne County, MI
Chief Deputy CFO; Deputy Chief Director of Personnel
Cincinnati Metropolitan Housing Authority (CMHA), OH
Director of Accounting
Dallas County, TX
Director of Human Resources
Sumter County, FL
Fire Chief; Public Works Director; Development Services Director; Assistant Public Works Director Engineer; Staff Engineer

Scott Consolidated Emergency Communications Center (Scott County, IA)
Emergency Services Dispatch Director
Virginia Commonwealth University (VCU), Richmond, VA
Police Chief
City of St. Cloud, FL
Police Chief; IT Director; Environmental Utilities Director; Human Resources & Risk Management Director
City of West Palm Beach, FL
Director of Public Utilities; Director of Engineering Services
City of Boca Raton, FL
Building Official; Risk Manager

Metropolitan Washington Airports Authority, DC
Vice President for Public Safety
South Padre Island, TX
Convention & Visitors Bureau Director
Community Coordinated Care for Children, FL
Chief Officer of Education
Miami-Dade County, FL Public Housing and Community Development
Director of Public Housing Division; PHCD Development Director; RAD Program Manager; Housing Choice Voucher Division Director
City of Austin, TX
Assistant Director, Public Works Engineering and Project Delivery
Leon County (Tallahassee), FL
Building Official

REFERENCES

Clients and candidates best testify to our ability to conduct quality searches. Below are a few clients for whom Ms. Narloch has conducted searches. The average tenure of placements is approximately five years.

CLIENT:	City of Dunedin, FL
REFERENCE:	Ms. Theresa Smalling, Director of Human Resources & Risk Management (727) 298-3042; TSmalling@DunedinFL.Net
POSITIONS:	City Manager; Finance Director; City Clerk; Director of Community Development; Director of Communications
CLIENT:	City of Thomasville, GA
REFERENCE:	Mayor Jay Flowers (229) 379-1006; jayf@hotmasville.org
POSITIONS:	City Manager; City Engineer
CLIENT:	Seminole County, FL (Reference letter included)
REFERENCE:	Ms. Meloney Koontz (407) 665-7225; mkoontz@seminolecountyfl.gov
POSITIONS:	County Manager; County Attorney
CLIENT:	City of Baytown, TX
REFERENCE:	Ms. Carol Flynt, Assistant City Manager (281) 420-6521; carol.flynt@baytown.org
POSITIONS:	Assistant City Manager; City Attorney; Police Chief; Director of Public Affairs

COST PROPOSAL

PROFESSIONAL FEE AND EXPENSES

The professional fee for conducting this recruitment on behalf of the City of De Pere is $23,500, plus actual expenses. Services covered by the fee consist of all steps outlined in this proposal, including up to three (3) onsite/video meetings. Expenses are estimated not to exceed $5,450 and include items such as the cost of consultant travel, clerical support, placement of ads, newspaper searches, education verification, as well as credit, criminal, and civil checks. In addition, postage, photocopying, and telephone charges are included and will be allocated. Expenses related to the use of audio/video conferencing equipment by the City for interviews and candidates' travel for interviews are the responsibility of the City of De Pere.

CANDIDATE TRAVEL

With respect to candidate travel for interviews, we typically ask candidates to make their travel arrangements and advise them that the City will reimburse them directly for reasonable airfare, hotel, and auto expenses if allowed. We advise candidates on what is standard and customary in the industry and the City's expectations and parameters regarding travel. Our experience has been that candidates use discretion and stay within reasonable limits in pricing and scheduling.

PAYMENT

We will invoice the City of De Pere monthly for professional fees and expenses for services incurred as of the invoice date. We expect payment of the invoice within 30 days of receipt by the City. Typically, this results in three monthly invoices of 30% of professional fees and expenses, with a final invoice for the remaining ten percent of professional fees due upon the selection of the finalist.

GUARANTEE

We guarantee that should the selected candidate be terminated for cause within the first year of employment, we will search again at no cost (except expenses) to the City. We are confident in our ability to recruit outstanding candidates and do not expect the City to find it necessary to exercise this provision.

SCHEDULE

We are available to begin the search for the City Administrator immediately, and our current workload is such that we can ensure the City will receive our full attention throughout the entire recruitment process. We will be prepared to recommend finalists within 75 to 90 days from the start of the search. A standard recruitment can typically be completed in less than 16 weeks and follows an approach and schedule similar to the one below:

WEEK	TASK:
1	Conduct meetings with the Mayor, the Common Council, and others involved in the process.
2	Develop recruitment brochure and advertisements.
3	City reviews recruitment brochure and advertisements.
4	Recruitment brochure printed and advertisements placed
5	Active recruitment of candidates begins.
9	Closing date
10	Screen resumes
11-12	Recruiter interviews top candidates
12-13	Public records search
14	Review recommendations with the Mayor, the Common Council, and others involved in the process.
15	Candidates interview with the City, follow-up interviews, and consultant reference/background checks
16	Candidate selected

PROPOSAL FOR
EXECUTIVE RECRUITMENT SERVICES

City Administrator
City of De Pere, Wisconsin

April 23, 2024
This proposal is valid for 60 days

Strategic Government Resources
P.O. Box 1642, Keller, Texas 76244
Office: 817-337-8581

JJ Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com

April 23, 2024

Hon. Mayor James Boyd and Common Council
City of De Pere, Wisconsin

Dear Mayor Boyd and Alderpersons,

Thank you for the opportunity to submit this proposal to assist the City of De Pere in your recruitment for a new City Administrator. At SGR, we take pride in our unique ability to provide personalized and comprehensive recruitment services to meet your specific needs.

We would like to highlight some key aspects that set SGR apart from other recruitment firms and enable us to reach the most extensive and diverse pool of applicants available:

- SGR is a recognized thought leader in local government management and is actively engaged in local government operations, issues, and best management practices.
- SGR has conducted executive recruitments for over 450 local government clients in 37 states, and we value the long-term relationships we have developed with many of our clients who continue to partner with us on future recruitment needs.
- We have a broad community of over 17,000 followers on LinkedIn, one platform we utilize to connect with a wide range of active and passive candidates across the nation.
- Our Servant Leadership e-newsletter, with a subscriber base of over 40,000 in all 50 states, announces all SGR recruitments, further extending our reach. Your position will also be posted on SGR's website and our Job Board.
- In addition, SGR sends targeted emails to our opt-in Job Alert subscriber database including over 5,000 city management professionals.

We are happy to provide references upon request. We are enthusiastic about the prospect of conducting this recruitment for the City of De Pere, and we are available to schedule a meeting at your convenience to discuss further.

Respectfully submitted,

Jeri J. Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com

TABLE OF CONTENTS

1 About SGR

2 Unique Qualifications

3 DEI in Recruitments

4 Project Personnel

5 Approach and Methodology

6 Typical Timeline

7 Fee Proposal

8 Terms and Conditions

9 Placement Guarantee

10 SGR City Management Recruitments

11 Sample Position Profile Brochure

12 Sample Contract: Full Service Recruitment

About SGR

Strategic Government Resources, Inc. (SGR) exists to help local governments become more successful by recruiting, assessing, and developing innovative, collaborative, and authentic leaders. SGR was incorporated in Texas in 2002 with the mission to facilitate innovative leadership in local government. SGR is fully owned by former City Manager Ron Holifield, who spent two high-profile decades in city management and served as a City Manager in several cities.

SGR's business model is truly unique. Although we are a private company, SGR operates like a local government association. Most of SGR's principals are former local government officials, allowing SGR to bring a perspective and depth of local government expertise to every project that no other firm can match.

SGR's Core Values are Customer Service, Integrity, Philanthropy, Continuous Improvement, Agility, Collaboration, Protecting Relationships, and the Golden Rule.

SGR is a full-service firm, specializing in providing solutions for local governments in the areas of recruitment and retention, leadership development and training, innovation and future readiness, and everything in between.

With 28 full-time employees, 1 part-time employee, 27 recruiters, 18 facilitators, and multiple consultants who function as subject matter experts on a variety of projects, SGR offers comprehensive expertise.

The company operates as a fully remote organization, with team members located in Texas, Arizona, California, Colorado, Florida, Georgia, Maine, Missouri, Montana, New York, North Carolina, Ohio, Oklahoma, Oregon, and South Carolina.

View all SGR team members and their bios at: https://sgr.pub/MeetTeamSGR.

SGR's Unique Qualifications

Extensive Network of Prospects

SGR is intent on being a leader in executive recruitment and firmly believes in the importance of proactively building a workforce that reflects the diversity of the communities we serve. We leverage an extensive and diverse network to reach potential applicants.

- Your position will be announced in SGR's Servant Leadership e-newsletter, which reaches over 40,000 subscribers across all 50 states.
- We will send targeted emails to over 5,000 opt-in subscribers of SGR's City Management Job Alerts.
- Your position will appear on SGR's Website, https://sgr.pub/SGRWebsite, which attracts approximately 20,000 visitors per month.
- Your position will be posted on SGR's Job Board, https://sgr.pub/SGRJobBoard, which typically has over 2,000 job listings at any given time and receives approximately 16,000 unique visitors per month.
- SGR implements a comprehensive social media marketing campaign that includes custom-made graphics and distribution on SGR's LinkedIn page.
- We frequently collaborate with various local government associations, including the League of Women in Government, Alliance for Innovation, and the National Forum for Black Public Administrators.
- Approximately 65% of semifinalists selected by our clients learn about open recruitments through our website, servant leadership e-newsletter, job board, job alert emails, social media, or personal contact.

Collective Local Government Experience

Our recruiters have decades of experience in local government, as well as regional and national networks of relationships. Our executive recruiters leverage the professional networks of all SGR recruiters when recruiting for a position, enabling outreach to a wide and diverse array of prospective applicants. SGR team members are active on a national basis in local government organizations and professional associations. Many SGR team members frequently speak and/or write on issues of interest to local government executives. SGR can navigate relevant networks as both peers and insiders.

Listening to Your Unique Needs

SGR devotes significant time to actively listening to your organization and helping you define and articulate your needs. We work diligently to conduct a comprehensive recruitment process tailored specifically to your organization. SGR dedicates a prodigious amount of energy to understanding your organization's unique culture, environment, and local issues to ensure an alignment in terms of values, philosophy, and management style perspectives.

While we have established systems for achieving success, we are a “boutique” firm capable of adapting to meet a client's specific needs and providing insights on the pros and cons of their preferred approach.

Trust of Candidates
SGR has a track record of providing remarkable confidentiality and wise counsel to candidates and next-generation leaders, earning their trust. As a result, we can bring exceptional prospects to the applicant pool. Candidates trust SGR to assess the situation accurately, communicate honestly, and maintain their confidentiality to the greatest extent possible.

Accessibility and Communication
Your executive recruiter will keep you informed of the search status and will be readily accessible throughout the recruitment process. Candidates and clients can reach the recruiter at any time via cell phone or email. Additionally, the recruiter maintains communication with active applicants, ensuring they are well-informed about the community and the opportunity.

Comprehensive Evaluation and Vetting of Candidates
SGR offers a comprehensive screening process designed to ensure a thorough understanding of candidate backgrounds and to minimize surprises. Our vetting process for a full-service recruitment includes the following key components:

- Prescreening questions and technical review of resumes
- Cross-communication among our recruiters regarding candidates who have been involved in previous searches, providing greater insight into their background and skills.
- Written questionnaires to gain insights beyond what is available through a resume.
- Recorded one-way semifinalist interviews.
- All-inclusive media reports that far surpass automated Google/LexisNexis searches, tailored to each candidate based on their previous places of residence and work.
- Thorough, automated, and anonymous reference checks that provide feedback on candidates from a well-rounded group of references.
- Background checks completed by a licensed private investigation firm.

Executive Recruitment Clients
SGR has partnered on executive recruitments with more than 450 local government clients in 37 states. We take great pride in the long-term relationships we have developed with many of our clients who continue to partner with us on future recruitment needs.

View a full list of our Executive Recruitment Clients at: https://sgr.pub/ERClientList.

DEI in Recruitments

SGR is deeply committed to equal employment opportunity and considers it an ethical imperative. We unequivocally reject any form of bias, expecting that candidates be assessed solely based on their ability to perform the job. Encouraging underrepresented demographic groups to apply is a vital aspect of our commitment. While we cannot guarantee the composition of semifinalist or finalist groups, SGR actively fosters relationships and contacts on a national scale to ensure meaningful participation of underrepresented groups. Our recruitment process is consistently evaluated and refined to incorporate a focus on equity and inclusion.

Statistics are a testament to our commitment to diversity and inclusion. In our 2023 placements, 31% of candidates were female and 23% indicated they were a person of color. Within SGR, our team of six executives includes three women and one person of color, and 79% of SGR's staff members are women. Our internal hiring practices are designed to attract diverse talent from various backgrounds and experiences. We understand the importance of words, ensuring our recruitment materials are inclusive and reflect an equity-focused perspective.

We also actively recommend advertising placements to attract a diverse applicant pool, leveraging partnerships with organizations such as the League of Women in Government, the Local Government Hispanic Network, and the National Forum of Black Public Administrators. Tracking candidate demographic data helps us proactively recruit traditionally underrepresented candidates for senior management positions in local government. We welcome feedback from our clients and candidates, using post-recruitment surveys to refine our processes and outcomes.

Project Personnel

Jeff Tyne, Senior Vice President

JeffTyne@governmentresource.com
817-337-8581

Senior Vice President Jeff Tyne joins SGR with over thirty years of experience in local government management. During that time, he cultivated a wealth of expertise across various facets of public administration. His extensive background includes specialized knowledge in public budgeting, strategic management, finance, and comprehensive oversight of diverse operations. Jeff served in multiple leadership roles throughout his distinguished career, culminating in a six-year tenure as the City Manager for Peoria, Arizona.

Jeff holds a Bachelor of Arts in Political Science and a Master of Public Administration, both from Arizona State University. He also attended the Senior Executives in State and Local Government program at Harvard University and is an ICMA Credentialed Manager.

Jeff has always enjoyed being active in the local government profession. For a number of years, Jeff served as a Trustee with the Arizona State Retirement System, the largest pension fund in Arizona. Jeff was also on the Board of Directors for the Arizona City/County Management Association, former chair of the Government Finance Officers Association National Committee on Economic Development and Capital Planning, and served as Past President of the Government Finance Officers Association of Arizona.

Throughout his career, Jeff has consistently recognized the vital link between a community's quality of life and the health of its public organization. He has developed strategic initiatives aimed at fostering stronger connections between his team and the constituents they serve. By aligning elected officials' priorities, upholding professional standards, facilitating positive public engagement, and encouraging individualized staff growth, Jeff firmly believes that local governments can go to great lengths to build the trust and confidence of their community.

Approach and Methodology

A full-service recruitment typically entails the following steps:

1. **Organization/Position Insight and Analysis**
    - Project Kickoff Meeting and Develop Anticipated Timeline
    - Stakeholder Interviews and Listening Sessions
    - Develop Recruitment Brochure
2. **Recruitment Campaign and Outreach to Prospective Applicants**
    - Advertising and Marketing
    - Communication with Prospective Applicants
    - Communication with Active Applicants
3. **Initial Screening and Review by Executive Recruiter**
4. **Search Committee Briefing to Review Applicant Pool and Select Semifinalists**
5. **Evaluation of Semifinalists**
    - Written Questionnaires
    - Recorded One-Way Semifinalist Interviews
    - Media Searches - Stage 1, as described below
6. **Search Committee Briefing to Select Finalists**
7. **Evaluation of Finalists**
    - Comprehensive Media Searches - Stage 2, as described below
    - Background Investigation Reports
    - DiSC Management Assessments (if desired, supplemental cost)
    - First Year Plan or Other Advanced Exercise
    - Press Release Announcing Finalists (if requested)
8. **Interview Process**
    - Face-to-Face Interviews
    - Stakeholder Engagement (if desired)
    - Deliberations
    - Reference Checks (may occur earlier in process)
9. **Negotiations and Hiring Process**
    - Determine Terms of an Employment Offer
    - Negotiate Terms and Conditions of Employment
    - Press Release Announcing New Hire (if requested)

Step 1: Organization/Position Insight and Analysis

Project Kickoff Meeting and Develop Anticipated Timeline

SGR will meet with the organization at the outset of the project to discuss the recruitment strategy and timeline. At this time, SGR will also request that the organization provide us with photos and information on the community, organization, and position to assist us in drafting the recruitment brochure.

Stakeholder Interviews and Listening Sessions

Stakeholder interviews and listening sessions are integral to SGR's approach. SGR devotes tremendous energy to understanding your organization's unique culture, environment, and goals to ensure you get the right match for your specific needs. Obtaining a deep understanding of your organizational needs is the crucial foundation for a successful executive recruitment. In collaboration with the organization, SGR will compile a list of internal and external stakeholders to meet with regarding the position. These interviews and listening sessions will identify potential issues that may affect the dynamics of the recruitment and contribute to a comprehensive understanding of the position, special considerations, and the political environment. This process fosters organizational buy-in and will assist us in creating the position profile.

Develop Recruitment Brochure

After the stakeholder meetings, SGR will develop a recruitment brochure, which will be reviewed and revised in partnership with your organization until we are in agreement that it accurately represents the sought-after leadership and management attributes.

To view sample recruitment brochures, please visit:
https://sgr.pub/OpenRecruitments

Step 2: Recruitment Campaign and Outreach to Prospective Applicants

Advertising and Marketing

The Executive Recruiter and the client work together to determine the best ways to advertise and recruit for the position. SGR's Servant Leadership e-newsletter, with a reach of over 40,000 subscribers in all 50 states, will announce your position. Additionally, we will send targeted emails to opt-in subscribers of SGR's Job Alerts, and your position will be posted on SGR's website and Job Board. SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on SGR's LinkedIn page. Furthermore, we will provide a recommended list of ad placements to be approved by the client, targeting the most effective venues for reaching qualified candidates for that particular position.

Communication with Prospective Applicants

SGR maintains regular communication with interested prospects throughout the recruitment process. Outstanding candidates often conduct thorough research on the available position before submitting their resumes.

As a result, we receive a significant number of inquiries, and it is crucial for the executive search firm to be well-prepared to respond promptly, accurately, and comprehensively, while also offering a warm and personalized approach. This initial interaction is where prospective candidates form their first impression of the organization, and it is an area in which SGR excels.

Communication with Active Applicants

Handling the flow of resumes is an ongoing and significant process. On the front end, it involves tracking resumes and promptly acknowledging their receipt. It also involves timely and personalized responses to any questions or inquiries. SGR maintains frequent communication with applicants to ensure they remain enthusiastic and well-informed about the opportunity. Additionally, SGR communicates with active applicants, keeping them informed about the organization and community.

Step 3: Initial Screening and Review by Executive Recruiter

SGR uses a triage process to identify high-probability, medium-probability, and low-probability candidates. This triage ranking is focused on overall assessment based on interaction with the applicant, qualifications, any known issues concerning previous work experience, and evaluation of cultural fit with the organization.

In contrast with the triage process mentioned above, which focuses on subjective assessment of the resumes and how the candidates present themselves, we also evaluate each candidate to ensure that the minimum requirements of the position are met and determine which preferred requirements are satisfied. This sifting process examines how well candidates' applications align with the recruitment criteria outlined in the position profile.

Step 4: Search Committee Briefing to Review Applicant Pool and Select Semifinalists

At this briefing, SGR will conduct a comprehensive presentation to the Search Committee and facilitate the selection of semifinalists. The presentation will include summary information on the process to date, outreach efforts, the candidate pool demographics, and any identified trends or issues. Additionally, a briefing on each candidate and their credentials will be provided.

Step 5: Evaluation of Semifinalists

The review of resumes is a crucial step in the executive recruitment process. However, resumes may not fully reveal an individual's personal qualities and their ability to collaborate effectively with others. In some instances, resumes might also tend to exaggerate or inflate accomplishments and experience.

At SGR, we understand the significance of going beyond the surface level of a resume to ensure that candidates who progress in the recruitment process are truly qualified for the position and a suitable match for the organization. Our focus is to delve deeper and gain a comprehensive understanding of the person behind the resume, identifying the qualities that make them an outstanding prospect for your organization.

During the evaluation of semifinalist candidates, we take the initiative to follow up when necessary, seeking clarifications or additional information as needed. This approach ensures that we present you with the most qualified and suitable candidates for your unique requirements. At SGR, our ultimate goal is to match your organization with individuals who possess not only the necessary qualifications but also the qualities that align with your organizational culture and values.

Written Questionnaires

As part of our thorough evaluation process, SGR will request semifinalist candidates to complete a comprehensive written exercise. This exercise is designed to gain deeper insight into the candidates' thought processes and communication styles. Our written instrument is customized based on the priorities identified by the Search Committee. The completed written instrument, along with cover letters and resumes submitted by the candidates, will be included in the semifinalist briefing book.

Recorded One-Way Semifinalist Interviews

Recorded one-way interviews will be conducted for semifinalist candidates. This approach provides an efficient and cost-effective way to gain additional insights to aid in selecting finalists to invite for an onsite interview. The interviews allow the Search Committee to evaluate technological competence, demeanor, verbal communication skills, and on-camera presence. Additionally, virtual interviews provide an opportunity for the Search Committee to ask candidates questions on specific topics of special interest.

Media Searches - Stage 1

“Stage 1” of our media search process involves the use of the web-based interface Nexis Diligence™. This platform is an aggregated subscription-based platform that allows access to global news, business, legal, and regulatory content. These media reports at the semifinalist stage have proven helpful by uncovering issues that may not have been previously disclosed by prospective candidates. The recruiter will communicate any “red flags” or noteworthy media coverage to the Search Committee as part of the review of semifinalists with the Search Committee.

Step 6: Search Committee Briefing to Select Finalists

Prior to this briefing, SGR will provide the Search Committee with a briefing book on the semifinalist candidates via an electronic link. The briefing book includes cover letters, resumes, and completed questionnaires.

If applicable, a separate email with the link to view the recorded online interviews is sent to the Search Committee. The objective of this meeting is to narrow the list to finalists who will be invited to participate in onsite interviews.

Step 7: Evaluation of Finalists

Comprehensive Media Searches - Stage 2

"Stage 2" of our media search process includes the web-based interface Nexis Diligence™, supplemented by Google as an additional tool. By combining both resources, we offer an enhanced due diligence process to our clients, enabling efficient and thorough vetting of candidates and minimizing the risk of overlooking critical information. The Stage 2 media search consists of a more complex search, encompassing social media platforms, and has proven to be instrumental in identifying potential adverse news about the candidate that may not have been disclosed previously. The media search provides the Search Committee with an overview of the candidate's press coverage throughout their career. View a sample media report at: https://sgr.pub/SGRMediaReport.

Background Investigation Reports

Through SGR's partnership with a licensed private investigation firm, we are able to provide our clients with comprehensive background screening reports that include the detailed information listed below. View a sample background report at: https://sgr.pub/SGRBackgroundReport.

- Social security number trace
- Address history
- Driving record (MVR)
- Federal criminal search
- National criminal search
- Global homeland security search
- Sex offender registry search
- State criminal court search for states where candidate has lived in previous 10 years
- County wants and warrants for counties where candidate has lived or worked in previous 10 years
- County civil and criminal search for counties where candidate has lived or worked in previous 10 years
- Education verification
- Employment verification for previous 10 years (if requested)
- Military verification (if requested)
- Credit report (if requested)

DiSC Management Assessments (if desired, supplemental cost)

SGR utilizes the DiSC Management assessment tool, which is among the most validated and reliable personal assessment tools available. The DiSC Management assessment provides a comprehensive analysis and report on the candidate's preferences in five crucial areas: management style, directing and delegating, motivation, development of others, and working with their own manager. View a sample report at: https://sgr.pub/SGRDiSCReport.

For assessments of more than two candidates, a DiSC Management Comparison Report is included, offering a side-by-side view of each candidate's preferred management style. View a sample comparison report at: https://sgr.pub/SGRDiSCCompare.

First-Year Plan or Other Advanced Exercise
SGR will collaborate with your organization, if desired, to create an advanced exercise for the finalist candidates. One such example is a First-Year Plan, where finalist candidates are encouraged to develop a first-year plan based on their current understanding of the position's opportunities and challenges. Other exercises, such as a brief presentation on a topic to be identified by the Recruiter and Search Committee, are also typically part of the onsite interview process to assess finalists' communication and presentation skills, as well as critical analysis abilities.

Step 8: Interview Process

Face-to-Face Interviews
SGR will arrange interviews at a date and time convenient for your organization. This process can be as straightforward or as elaborate as your organization desires. SGR will aid in determining the specifics and assist in developing the interview schedule and timeline. We will provide sample interview questions and participate throughout the process to ensure it runs smoothly and efficiently.

Stakeholder Engagement
At the discretion of the Search Committee, we will closely collaborate with your organization to involve community stakeholders in the interview process. Our recommendation is to design a specific stakeholder engagement process after gaining deeper insights into the organization and the community. As different communities require distinct approaches, we will work together to develop a tailored approach that addresses the unique needs of the organization.

Deliberations
SGR will facilitate a discussion about the finalist interviews and support the Search Committee in making a hiring decision or determining whether to invite one or more candidates for a second interview.

Reference Checks
SGR uses a progressive and adaptive automated reference check system to provide insights on candidates' soft skills from a well-rounded group of references. References may include elected officials, direct supervisors, direct reports, internal organizational peers, professional peers in other organizations, and civic leaders. SGR's reference check platform is anonymous, proven to encourage more candid and truthful responses, thus providing organizations with more meaningful and insightful information on candidates. SGR delivers a written summary report to the organization once all reference checks are completed. The timing of reference checks may vary depending on the specific search process and situation. If finalists' names are made public prior to interviews, SGR will typically contact references before the interview process. If the finalists' names are not made public prior to interviews, SGR may wait until the organization has selected its top candidate before contacting references to protect candidate confidentiality.

Step 9: Negotiations and Hiring Process

Determine Terms of an Employment Offer

Upon request, SGR will provide draft employment agreement language and other helpful information to aid in determining an appropriate offer to extend to your preferred candidate.

Negotiate Terms and Conditions of Employment

SGR will assist to whatever degree you deem appropriate in conducting negotiations with the chosen candidate. SGR will identify and address any special needs or concerns of the selected candidate, including potential complicating factors. With our experience and preparedness, SGR is equipped to facilitate win-win solutions to resolve negotiation challenges.

Press Release (if requested)

Until employment negotiations are finalized, you should exercise caution to avoid the embarrassment of a premature announcement that may not materialize. It is also considered best practice to notify all senior staff and unsuccessful candidates before any media exposure. SGR will assist in coordinating this process and in crafting any necessary announcements or press releases.

Satisfaction Surveys

SGR is committed to following the golden rule, which means providing prompt, professional and excellent communication while always treating every client with honor, dignity and respect. We request clients and candidates to participate in a brief and confidential survey after the completion of the recruitment process. This valuable feedback assists us in our ongoing efforts to improve our processes and adapt to the changing needs of the workforce.

Post-Hire Services

We offer post-hire services, such as executive coaching, team-building retreats, and performance review assistance at the six-month or one-year mark. For more information or to request a customized proposal, please visit https://www.governmentresource.com/leadership-development-training-resources.

Typical Timeline *

The timeline below is an example only, and we will work with you to finalize and approve a timeline, with adjustments made if needed after the position is posted.

Initial Steps Prior to Posting Position:	
• Contract Execution • Kickoff Meeting to Discuss Recruitment Strategy and Timeline • Organization/Position Insight and Analysis • Stakeholder Interviews and Listening Sessions • **Deliverable**: Draft Recruitment Brochure • **Deliverable**: Recommended Ad Placements • Organization Approves Ad Placements • Search Committee Reviews and Approves Brochure	*Timing varies and usually takes a minimum of 2-3 weeks.*

Task	Week
• Post Position and Firm up Timeline • Recruitment Campaign and Outreach to Prospective Applicants • Initial Screening and Review by Executive Recruiter	Weeks 1-4
• Search Committee Briefing to Review Applicant Pool and Select Semifinalists	Week 5
• Questionnaires • Recorded One-Way Semifinalist Interviews • Media Searches - Stage 1, as described in Approach/Methodology	Week 6
• **Deliverable**: Semifinalist Briefing Books via Electronic Link • **Deliverable**: Recorded Online Interviews, if applicable	Week 7
• Search Committee Briefing to Select Finalists	Week 8
• Comprehensive Media Searches - Stage 2, as described in Approach/Methodology • Background Investigation Reports • Disc Management Assessments (if desired, supplemental cost) • First-Year Plan or Other Advanced Exercise (if desired)	Weeks 9-10
• **Deliverable**: Finalist Briefing Books via Electronic Link	Week 11
• Face-to-Face Interviews • Stakeholder Engagement (if desired) • Deliberations • Reference Checks (may occur earlier in process) • Negotiations and Hiring Process	Week 12

** Timeline is dependent upon Search Committee availability and Holidays. Organization agrees to timely provide photos/graphics and information necessary to develop recruitment brochure, narrow candidate field, and conduct candidate screening; failure to do so, may in SGR's reasonable discretion, extend timeline and can negatively impact the outcome of the process.*

Fee Proposal

Not-to-Exceed Price: $27,900

Not-to-Exceed Price is comprised of:

- **Fixed Fee of $25,400**
- **Up to $2,500 in Ad Placements (billed at actual cost)**

The Fixed Fee includes:

- Stakeholder Interviews and Listening Sessions
- Production of a Professional Recruitment Brochure
- Recruitment Campaign and Outreach:
    - Outreach to Prospective Applicants
    - Custom Graphics for Email and Social Media Marketing
    - Announcement in SGR's Servant Leadership e-Newsletter
    - Post on SGR's Website
    - Ad on SGR's Job Board
    - Two (2) Targeted Job Blasts to SGR's Opt-In Subscriber Database
    - Promotion on SGR's LinkedIn
- Application Management, Screening, and Evaluation
- Semifinalist Evaluation:
    - Questionnaires for up to 15 Semifinalists
    - Recorded One-Way Interviews for up to 15 Semifinalists
    - Media Searches – Stage 1 Reports for up to 15 Semifinalists
- Semifinalist Briefing Books via Electronic Link
- Comprehensive Stage 2 Media Reports for up to Five (5) Finalists
- Background Investigation Reports for up to Five (5) Finalists
- Finalist Briefing Books via Electronic Link
- Reference Checks for up to Five (5) Finalists
- Two (2) Onsite Visits by the Recruiter for 1-3 days each, Inclusive of Travel Costs

Reimbursable Expenses <u>included</u> in the not-to-exceed price:

- Ad placements up to $2,500 will be billed at the actual cost with no markup for overhead and are incorporated into our not-to-exceed price.

Reimbursable Expenses <u>not included</u> in the not-to-exceed price:

- Ad placements over and above $2,500 will be billed back at actual cost with no markup for overhead.

Supplemental Services/Other Expenses <u>not included</u> in the fixed or not-to-exceed price:

- There may be additional charges for substantial and substantive changes made to the recruitment brochure after the brochure has been approved by the Organization and the position has been posted online. Organization would be notified of any supplemental costs prior to changes being made.
- At your request, SGR can conduct an online stakeholder survey for $1,500 to help identify key issues or priorities that you may want to consider prior to launching the search. SGR provides recommended survey questions and sets up an online survey. Stakeholders are directed to a web page or invited to take the survey by email. A written summary of results is provided to the Organization. Please note that this type of survey may extend the recruitment timeline.
- Online interviews over and above the 15 included in the Fixed Fee - $250 per candidate.
- Additional comprehensive stage 2 media reports over and above the maximum of five (5) included in the fixed price above - $750 per candidate.
- Additional background investigation reports over and above the maximum of five (5) included in the fixed price above - $500 per candidate.
- Additional reference checks over and above the maximum of five (5) included in the fixed price above - $250 per candidate.
- DiSC Management assessments - $175 per candidate.
- Semifinalist and finalist briefing materials will be provided to the Organization via an electronic link. Should the Organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional onsite visits by the recruiter over and above the two (2) onsite visits included in the fixed price are an additional cost. Travel time and onsite time are billed at a professional fee of $1,000 per day. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost with no markup for overhead.
- The organization bears the cost of candidate travel, and candidates are reimbursed directly by the organization.
- If the organization desires any supplemental services not mentioned in this fee proposal, an estimate of the cost will be provided at that time, and no work shall be done without approval.

Billing

SGR will bill the fixed fee in four (4) installments: 30% upon contract execution, 30% after the applicant pool is presented, 30% after finalist interviews, and 10% upon acceptance of employment. Ad placement expenses and supplemental services/other expenses will be billed as incurred or provided.

Terms and Conditions

- The organization agrees not to discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or any other basis that is prohibited by federal, state, or local law.
- The organization agrees to refer all prospective applicants to SGR and not to accept applications independently during the recruitment process.
- The organization agrees to provide SGR with any candidates that were previously accepted as applicants for the given position before engaging SGR to conduct the recruitment for the subject position.
- If the organization wishes to place ads in local, regional, or national newspapers, the organization shall be responsible for paying directly for the ads and for placing the ads using language provided by SGR.
- The organization bears the cost of candidate travel, and candidates are reimbursed directly by the organization.

Placement Guarantee

SGR is committed to your satisfaction with the results of our full service recruitment process. If, for any reason, you are not satisfied, we will repeat the entire process one additional time, and you will be charged only for expenses as described in the Fee Proposal under Supplemental Services. Additionally, we promise not to directly solicit any candidate selected under this engagement for another position while they are employed with your organization.

In the event that you select a candidate fully vetted by SGR, who subsequently resigns or is released for any reason within 12 months of their hire date, we are committed to conducting a one-time additional executive search to identify a replacement. In this case, you will only be charged for related expenses as described in the Fee Proposal.

If your organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the placement guarantee will be null and void. Additionally, SGR does not provide a guarantee for candidates placed as a result of a partial recruitment effort or limited scope recruitment.

City & County Management Recruitments, 2019-Present

In Progress

- Brunswick, Maine (pop. 21,000) - Town Manager
- Coffeyville, Kansas (pop. 9,000) - City Manager
- Duncan, Oklahoma (pop. 23,000) - City Manager
- Manhattan, Kansas (pop. 55,000) – City Manager
- Marysville, Kansas (pop. 3,500) - City Administrator
- Medford, Oregon (pop. 86,000) - City Manager
- Miami, Oklahoma (pop. 13,000) - City Manager
- New Smyrna Beach, Florida (pop. 32,000) - City Manager
- Orono, Maine (pop. 11,000) - Town Manager
- San Juan County, Washington (pop. 18,000) - County Manager
- Scarsdale, New York (pop. 18,000) - Village Manager
- Topeka, Kansas (pop. 125,000) - City Manager
- Treasure Island, Florida (pop. 6,500) - City Manager

2024

- DuPont, Washington (pop. 10,000) - City Administrator
- Edwardsville, Kansas (pop. 4,700) - City Manager
- Leander, Texas (pop. 80,000) - City Manager

2023

- Camp Verde, Arizona (pop. 12,000) - Town Manager
- Cleburne, Texas (pop. 33,000) - City Manager
- Bristol, Tennessee (pop. 27,000) - City Manager
- Dobbs Ferry, New York (pop. 11,000) - Village Administrator
- Gatesville, Texas (pop. 16,000) - City Manager
- Glastonbury, Connecticut (pop. 35,000) - Town Manager
- Great Bend, Kansas (pop. 15,000) - City Administrator
- Justin, Texas (pop. 5,000) - City Manager
- Lafayette, Colorado (pop. 30,000) - City Administrator
- Laredo, Texas (pop. 256,000) - City Manager
- Largo, Florida (pop. 84,000) - City Manager
- Lawton, Oklahoma (pop. 90,000) - City Manager
- Mexia, Texas (pop. 7,000) - City Manager

- Nassau Bay, Texas (pop. 5,000) - City Manager
- Navajo County, Arizona (pop. 106,000) - County Manager
- Ottawa, Kansas (pop. 12,500) - City Manager
- Parker, Arizona (pop. 3,500) - Town Manager
- Rowlett, Texas (pop. 68,000) - City Manager
- Shawnee, Kansas (pop. 69,000) - City Manager
- Snoqualmie, Washington (pop. 14,000) - City Administrator
- Snyder, Texas (pop. 11,000) - City Manager
- Stillwater, Oklahoma (pop. 48,000) - City Manager
- Trophy Club, Texas (pop. 13,000) - Town Manager
- Williston, North Dakota (pop. 29,000) - City Administrator

2022

- Aledo, Texas (pop. 5,500) - City Manager
- Blaine, Washington (pop. 6,000) - City Manager
- Crandall, Texas (pop. 4,000) - City Manager
- Dalhart, Texas (pop. 8,500) - City Manager
- Edinburg, Texas (pop. 100,000) - City Manager
- Fort Collins, Colorado (pop. 175,000) - City Manager
- Frisco, Colorado (pop. 3,000) - Town Manager
- Graham, Texas (pop. 8,000) - City Manager
- Hutto, Texas (pop. 40,000) - City Manager
- Johnston, Iowa (pop. 24,000) - City Administrator
- Kennebunk, Maine (pop. 11,000) - Town Manager
- Kennedale, Texas (pop. 9,000) - City Manager
- Ketchikan, Alaska (pop. 8,000) - City Manager/Public Utilities General Manager
- Klamath Falls, Oregon (pop. 22,000) - City Manager
- Leawood, Kansas (pop. 34,000) - City Administrator
- Levelland, Texas (pop. 14,000) - City Manager
- Live Oak, Texas (pop 16,000) - City Manager
- Madisonville, Texas (pop. 4,500) - City Manager
- Manor, Texas (pop. 15,000) - City Manager
- Marshall, Texas (pop. 23,000) - City Manager
- Mineral Wells, Texas (pop. 15,000) - City Manager
- Mont Belvieu, Texas (pop. 8,000) - City Manager
- Montgomery, Texas (pop. 2,400) - City Administrator
- Nassau Bay, Texas (pop. 5,000) - City Manager
- Parkville, Missouri (pop. 7,000) - City Administrator

- Rocky Hill, Connecticut (pop. 21,000) - Town Manager
- Sunnyvale, Texas (pop. 8,000) - Town Manager
- Tolland, Connecticut (pop. 15,000) - Town Manager
- Walla Walla, Washington (pop. 34,000) - City Manager
- West Lake Hills, Texas (pop. 3,000) - City Administrator
- Wethersfield, Connecticut (pop. 26,000) - Town Manager
- Wickenburg, Arizona (pop. 7,500) - Town Manager

2021

- Bainbridge Island, Washington (pop. 25,000) - City Manager
- Breckenridge, Texas (pop. 5,000) - City Manager
- Bridgeport, Texas (pop. 6,500) - City Manager
- Briarcliff Manor, New York (pop. 8,000) - Village Manager
- Chandler, Arizona (pop. 270,000) - City Manager
- Chanhassen, Minnesota (pop. 27,000) - City Manager
- Chickasha, Oklahoma (pop. 16,000) - City Manager
- Choctaw, Oklahoma (pop. 12,000) - City Manager
- Clermont, Florida (pop. 44,000) - City Manager
- Flower Mound, Texas (pop. 79,000) - Town Manager
- Johnson City, Tennessee (pop. 65,000) - City Manager
- Kennett Square, Pennsylvania (pop. 6,000) - Borough Manager
- Lago Vista, Texas (pop. 8,000) - City Manager
- Lamar, Colorado (pop. 7,500) - City Administrator
- Monett, Missouri (pop. 9,000) - City Administrator
- North Port, Florida (pop. 77,000) - City Manager
- Port Chester, New York (pop. 30,000) - Village Manager
- Sherwood, Oregon (pop. 20,000) - City Manager
- Snoqualmie, Washington (pop. 14,000) - City Administrator
- Spokane, Washington (pop. 220,000) - City Administrator

2020

- Argyle, Texas (pop. 4,000) - Town Administrator
- Bay City, Texas (pop. 17,000) - City Manager
- Bedford, Texas (pop. 49,000) - City Manager
- Boerne, Texas (pop. 16,000) - City Manager
- Castroville, Texas (pop. 3,000) - City Administrator
- Clinton, Connecticut (pop. 13,500) - Town Manager

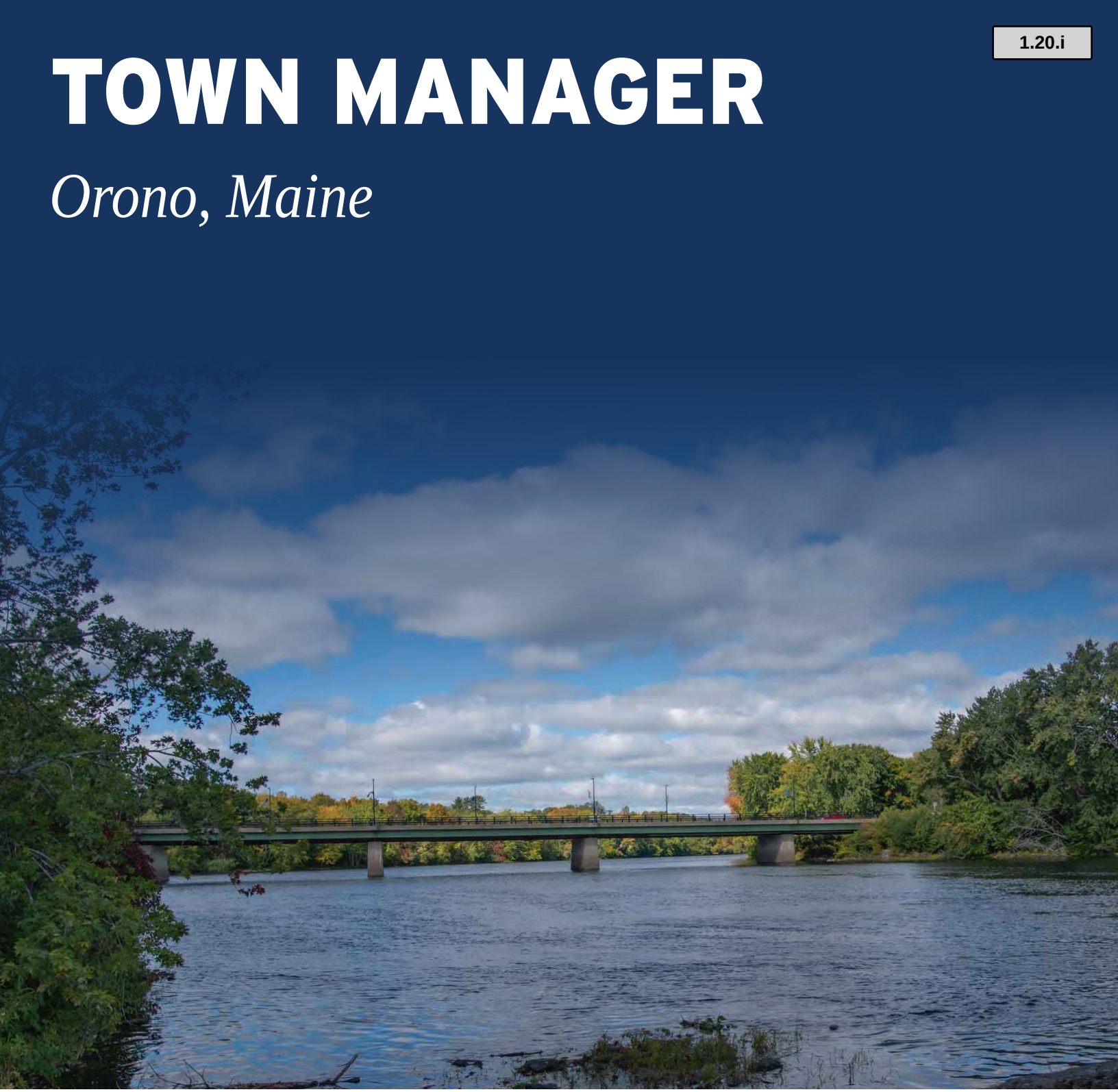
- Commerce, Texas (pop. 9,000) - City Manager
- Covington, Georgia (pop. 14,000) - City Manager
- DeSoto, Texas (pop. 56,000) - City Manager
- Duncanville, Texas (pop. 40,000) - City Manager
- Hutchinson, Kansas (pop. 42,000) - City Manager
- Hutto, Texas (pop. 30,000) - City Manager
- Iola, Kansas (pop. 5,500) - City Administrator
- Johns Creek, Georgia (pop. 84,000) - City Manager
- Joplin, Missouri (pop. 50,000) - City Manager
- Miami, Oklahoma (pop. 13,500) - City Manager
- Mission Hills, Kansas (pop. 3,500) - City Administrator
- Nacogdoches, Texas (pop. 33,000) - City Manager
- Santa Fe, Texas (pop. 13,000) - City Manager
- Tigard, Oregon (pop. 53,000) - City Manager
- Westworth Village, Texas (pop. 3,000) - City Administrator

2019

- Blaine, Minnesota (pop. 65,000) - City Manager
- Bullard, Texas (pop. 4,000) - City Manager
- Campbell County, Wyoming (pop. 46,000) - Commissioners' Administrative Director/County Administrator
- Canyon, Texas (pop. 15,000) - City Manager
- Copperas Cove, Texas (pop. 34,000) - City Manager
- Killeen, Texas (pop. 145,000) - City Manager
- Kingsville, Texas (pop. 26,000) - City Manager
- Lamar, Colorado (pop. 7,500) - City Administrator
- Lenexa, Kansas (pop. 55,000) - City Manager
- Mineral Wells, Texas (pop. 15,000) - City Manager
- Orange, Texas (pop. 19,000) - City Manager
- Palm Coast, Florida (pop. 86,000) - City Manager
- South Windsor, Connecticut (pop. 26,000) - Town Manager
- Springfield, Oregon (pop. 62,000) - City Manager
- Terrell, Texas (pop. 17,000) - City Manager
- Tolland, Connecticut (pop. 15,000) - Town Manager
- Vail, Colorado (pop. 5,000) - Town Manager
- Venus, Texas (pop. 5,000) - City Administrator
- Victoria, Texas (pop. 67,000) - City Manager
- West Lake Hills, Texas (pop. 3,000) - City Administrator

TOWN MANAGER

Orono, Maine



Town of ORONO
HOME OF THE UNIVERSITY OF MAINE

EXECUTIVE RECRUITMENT PROVIDED BY SGR

THE COMMUNITY

Orono offers small-town connectivity and big-university opportunities on the edge of the Maine wilderness.

The Town stretches across 18 square miles of Penobscot County, situated along Interstate 95, and is home to approximately 11,360 of the greater metro area's 153,700 residents. A community full of wisdom, talent, respect, and energy that delivers amazing opportunities in its neighborhoods and innovations that shape the world, Orono's residents also share a strong commitment to belonging, environmental stewardship, education, and municipal services.

The territories of Orono and Old Town, in the heartland of the ancestral home of the Penobscot Nation since time immemorial, and where many Penobscot people continue to reside, were first settled by Anglo-Americans in 1774. The Town of Orono was incorporated in 1806 and named in honor of Penobscot Chief Joseph Orono. As Maine achieved statehood in 1820, the town grew as a predominantly agricultural and industrial community, home to several lumber mills, a burgeoning manufacturing sector, and, ultimately, the University of Maine established in 1897.

Throughout the 20th century, Orono continued to develop as an economically and culturally diverse community, maintaining both agricultural and light manufacturing sectors and emerging as a service center while also providing home to a robust academic community. Today, it stands out as a safe community with a distinct identity, a gateway to Maine's North Woods, and a town committed to living its values.

Residents here enjoy a walkable, nature-focused community on the banks of the Stillwater and Penobscot rivers. Opportunities for canoeing, cross-country skiing, mountain biking, birdwatching, fishing, skating, and freshwater swimming are plentiful, and many of Maine's natural treasures, including Baxter State Park, Acadia National Park, and Mt. Katahdin — the state's highest peak and the northern terminus of the Appalachian Trail — can be reached in about an hour.

Orono recently celebrated the opening of the Caribou Bog Outdoor Center, a four-season outdoor center nestled within an extensive corridor of conservation lands, and area residents seeking an out-of-this-world experience are invited to the Versant Power Astronomy Center featuring the Maynard Jordan Planetarium. Other popular destinations include the Collins Center for the Arts, Page Farm & Home Museum, Hudson Museum, and Littlefield Ornamentals Trial Garden, and local families stay busy at the Orono Trampoline Park, Black Bear Cinemas, Orono Arcade, community events, and numerous area ski resorts, including Sugarloaf.

RSU 26 campuses are rated among the very best in Maine, educating over 800 students, and in addition to the University of Maine, area colleges and universities include Husson University, Eastern Maine Community College, the University of Maine Augusta – Bangor, and Beal University.

Over the next decade, hundreds of millions of dollars in new investments will be made to support the University of Maine's academic, research, and service missions as well as its Division I athletic programs. Over the same period, the Town will pursue transformational community projects meant to enrich the lives and experiences of everyone who lives, works, and learns in Orono.

THE COMMUNITY *continued*

While Orono features a great selection of local shops, restaurants, and breweries, residents also benefit from Bangor just minutes away. A large city by Maine standards, Bangor is home to two major hospitals, an international airport, an arena, concert and performance venues, major retailers, and eclectic dining and shopping experiences.

The median household income in Orono is approximately $56,682, while the average home is around $214,600.

Home of the University of Maine

MAJOR EMPLOYERS

University of Maine

Sargent Corporation

RSU 26

Orono Commons

Dirigo Pines

Town of Orono

Independent Advocates of Maine/ Treats Falls House

University Credit Union

The Housing Foundation

Orono IGA

YOUR VOICE MATTERS

The Orono Town Council has adopted a service promise and set priorities for itself to establish direction and build a stronger culture of citizen engagement and trust. These priorities will help make sure your voice matters in Orono.

Bringing Ideas to Life: Residents, neighborhoods, and community organizations know best what makes Orono a great place to live. We will commit shared resources to support citizen-led initiatives and launch new ideas that bring Orono together.

Listening to Everyone: We make decisions together in Orono. Everyone who wants to be heard must have a fair chance to participate in a clearly articulated process that includes timely updates to stakeholders. We will create personal connections through events and experiences, survey residents to collect comprehensive feedback, and promote Diversity, Equity, Inclusion and Belonging in Orono.

Making Engagement Easy: The Council relies on the expertise of professional staff to deliver services and navigate complexity while striving to make citizenship as simple as possible. We will work with staff to simplify processes where we can and to produce easy-to-find video tutorials or one-page summaries that make Orono's policies and procedures easy to understand.

Stewarding Our Resources: Orono's tax dollars fund our priorities and compensate hardworking, essential employees who educate, protect, and serve us all. We maintain accountability and set priorities for our limited resources through an open budget process and the best available data, trends, and projections. Residents are invited to help the Council ask questions and understand how spending decisions create opportunities and impact the tax burden. We all must act as stewards of our environment. Members of our community are leaders and experts in the work of preservation, sustainability, and access who can help shape decisions about ongoing operations and the future of Orono.

GOVERNANCE & ORGANIZATION

The Town of Orono operates under a council-manager form of government with a seven-member Town Council, all of whom are elected at-large. By charter, the council selects a chairperson from among its members following each election. Members of the Town Council serve for three-year terms and are responsible for providing policy direction to the Town Manager.

The Town Manager is tasked with putting council policy into action. They also hire all town staff, are responsible for all contracted personnel, and appoint the Town Clerk, Treasurer, Tax Collector, Town Assessor, and all department heads, with confirmation by the Town Council. Major projects underway or recently completed include a public safety building assessment, library expansion, community building assessment, and improvements along the Route 2 corridor.

ABOUT THE POSITION

Under the direction of the Town Council, the Town Manager directs the administration and operation of Orono's government in accordance with the Town Charter, ordinances, applicable state and federal laws, and relevant municipal management principles.

In addition to managing the organization's nearly $20.73 million annual budget and overseeing the daily operations of the Town's 84 employees, this position is responsible for assisting the Town Council in developing, formulating, and implementing goals, objectives, and programs in anticipation of future needs; directing the Town's capital improvement program; and advising the council on policy, carrying out its implementation once adopted. The role also involves working cooperatively with the Town Council and staff, administering grants, and responding to citizen and community concerns.

In addition to the Town Council, the selected candidate will work closely with the council-appointed Town Attorney, state and federal officials, the Orono School Department, and Orono-Veazie Water District, as well as officials from neighboring communities. Along with council members, the role also serves as a representative of the Town to citizen groups, the business community, the media, other public agency executives, community organizations, various advisory boards and commissions, and the University of Maine.

OPPORTUNITIES & CHALLENGES

Orono's next Town Manager should be ready to advance the community's shared values relative to diversity, equity, inclusion, and belonging and have experience helping a broad community of stakeholders improve understanding and achieve common goals. Other priorities identified by participants looking to the Town of Orono's future as part of this candidate search include infrastructure, community, housing affordability, taxes, and climate change.

EDUCATION & EXPERIENCE

The position requires a bachelor's degree or an equivalent combination of credentials and experience in a related field. An advanced degree or equivalent credentials are preferred. Candidates should also have at least five years of progressive management experience within a municipal government or similarly structured organization; experience working directly with a governing board is preferred.

Candidates should have demonstrated success in the development and/or implementation of strategic plans, collaborative management, and stakeholder empowerment and have proven themselves as an adaptable, ethical leader. Additionally, they should be able to set goals and manage for success across administrative functions, including financial management and capital improvement planning, human resources, and the departments of a community-engaged town government.

An understanding of public sector expectations is necessary, including a familiarity with how federal, state, and local laws impact operations.

The Town Manager may reside outside of Orono's town limits only with the written approval of the Town Council. The council expects its manager to live in the community but understands that the housing market in Orono is tight and intends to accommodate a reasonable time for residential transition and extenuating circumstances.

IDEAL CANDIDATE

Orono is a community of kindness, talent, and boundless opportunity seeking a Town Manager who can help bring it all together.

Community leaders are searching for a trustworthy and charismatic public servant with senior-level management experience as a municipal manager or equivalent leadership role within a complex mission-oriented institution or agency of service-focused professionals. Candidates should have the knowledge and talents to make for effective and empowering public sector leadership and experience collaborating with a council, citizen committees, and advisory boards.

The right fit for this position will have experience taking an active role in community relations and be willing to devote the time to establish a positive presence for Town government with various organizations. Experience in financial and budget management, strategic planning, community and economic development, employee and labor relations and contract negotiation, community relations, team building and conflict resolution, and natural resource conservation and land use management is essential.

The town's next manager must be an adaptive and reliable leader, capable of supporting a team of professional staff that provides the functional and operational expertise needed to meet Orono's high expectations for municipal services. They should also be a collaborative leader with the courage to empower others in the pursuit of innovation and win-win solutions and an organized leader, helping the Town stay grounded in what can and needs to be done today while daring staff, citizens, students, and stakeholders to think big and work together for a better tomorrow.

The ideal candidate has superior interpersonal abilities and a genuine interest in bringing people together to achieve understanding and common goals. The manager will work with integrity, transparency, and, at times, vulnerability to build trust and encourage citizen engagement.

COMPENSATION & BENEFITS

The Town of Orono is offering a competitive salary of $120,000 to $150,000 for this role commensurate with experience and qualifications. The organization's comprehensive benefits package includes health, vision, dental, and short-term disability insurance; paid holidays; and generous vacation and sick leave accrual policies. Employees also benefit from a wellness program, gym membership, and access to medical flex spending, health reimbursement, and dependent care accounts.

Orono participates in the MainePERS PLD Plan AC, featuring a 6.95% employee payment and 10.2% employer contribution. The Town also offers a 457 deferred compensation plan through Mission Square.

APPLICATION PROCESS

Please apply online

For more information on this position, contact:

Lissa Barker, Senior Vice President
LissaBarker@governmentresource.com
817-266-0647

The Town of Orono is an equal opportunity employer and service provider that celebrates diversity and is committed to creating an inclusive environment for its employees and those they serve. Applicants selected as finalists will be subject to a comprehensive background check.

RESOURCES

Town of Orono
orono.org

Orono Town Manager
orono.org/294/Town-Manager

Community Survey Results Factsheet
orono.org/DocumentCenter/View/12307/Town-Manager-Search-Community-Survey-Factsheet---Results

Orono Economic Development
orono.org/199/Economic-Development

Bangor Region Chamber of Commerce
bangorregion.com

Orono Tourism
visitmaine.com/places-to-go/the-maine-highlands/orono

Agreement for Executive Recruitment Services ("PROJECT")
to City of De Pere, Wisconsin ("CLIENT") between
CLIENT and Strategic Government Resources, Inc. ("SGR")

SGR and CLIENT (together, "Parties") agree as follows, effective upon the date of the later signature below, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the sufficiency of which each Party hereby acknowledges.

1. SGR promises and agrees:

A. To perform the services described in SGR's Proposal for PROJECT dated April 23, 2024 ("PROPOSAL") substantially in the timeframe projected in the PROPOSAL.

B. To honor the Placement Guarantee stated in the PROPOSAL.

C. To comply with all applicable open records, public information and similar laws, and consult with CLIENT if SGR is asked for information before disclosure, unless prevented by court order or law from doing so.

2. CLIENT promises and agrees:

A. To pay SGR promptly as billed or invoiced for such services in accordance with the amounts stated in PROPOSAL, including Reimbursable Expenses and costs of any Supplemental Services or Other Expenses that CLIENT selects. Balances that are unpaid after the payment deadline are subject to a fee of 5% per month or the maximum lawful rate, whichever is less, on the owed amount every month, charged monthly until the balance is paid.

B. To timely provide photos/graphics and information necessary to develop recruitment brochure, narrow candidate field, and conduct candidate screening and interviews; failure to do so may, in SGR's reasonable discretion, extend timeline and can negatively impact the outcome of the process.

C. To respond to drafts of documents and reports in a timely manner; failure to do so may, in SGR's reasonable discretion, extend timelines and can negatively impact the outcome of the process.

D. To refer all prospective applicants to SGR and not to accept applications independently during the recruitment process.

E. To provide legal opinions to SGR regarding when and if any information relating to the PROJECT must or should be released in accordance with public information laws or legal process.

F. That if CLIENT receives an open records request, CLIENT shall notify and share the request with SGR in writing as soon as possible but within no more than three (3) business days of receipt and that CLIENT shall provide sufficient time for SGR to notify and provide advance notice to the impacted individuals prior to CLIENT releasing the required information with protected information redacted.

G. To directly reimburse finalists for travel-related expenses relating to in-person interviews.

H. That CLIENT is ultimately responsible for candidate selections and CLIENT will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation,

national origin, disability, marital status, or any other basis that is prohibited by federal, or applicable state, or local law.

I. To comply with the Fair Credit Reporting Act.

J. To cooperate with SGR to enable SGR to perform its obligations to CLIENT.

3. **Additional Terms and Conditions:**

A. The PROPOSAL is incorporated herein for all purposes including all terms defined therein, but if there is any conflict or inconsistency between the terms or conditions of this Agreement, this Agreement controls.

B. SGR may substitute personnel other than those initially placed, who have substantially equivalent training and experience and subject to approval of CLIENT, due to factors such as SGR employee/consultant turnover, developing needs of the PROJECT, or CLIENT's request.

C. CLIENT grants SGR permission to use any name, logo, or other identifying mark of CLIENT in SGR's social media content to refer to the relationship established by this agreement.

D. Remedies

i. CLIENT can terminate this agreement at any time for no reason upon giving SGR seven (7) days advance written notice of the termination date. In such an event, SGR shall be compensated for all work satisfactorily performed up to and through the termination date.

ii. SGR can terminate this agreement upon seven (7) days advance written notice of the termination date to CLIENT if CLIENT has failed to promptly pay in full any undisputed portion of any bill or invoice (if the dispute is in good faith) or has failed to perform its contractual promises in a manner that materially impedes SGR's ability to perform. In such an event, SGR shall be compensated for all work satisfactorily performed up to and through the termination date.

E. CLIENT acknowledges that the nature of executive recruitment is such that SGR engages in discussions with prospects through the process who may or may not ultimately become a candidate, and that SGR is utilizing its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of prospective candidates with whom SGR may be having conversations as part of the recruitment process, may be damaging to the prospects, CLIENT, and SGR. Accordingly, CLIENT acknowledges and, to the extent permitted by law, agrees that all information related to this search is proprietary, and remains the property of and under the exclusive control of SGR, regardless of whether such information has been shared with CLIENT.

F. There are no third-party beneficiaries to this Agreement.

G. If any term or condition of this Agreement is invalidated by final judgment of a court of competent jurisdiction or becomes impossible to perform, the Parties will confer about whether to continue performance without amending the Agreement, without prejudice to either Party's right to terminate the Agreement without cause.

H. This Agreement embodies the complete and final understandings, contract, and agreement between the Parties, superseding any and all prior written or verbal representations, understandings, or agreements pertaining to this PROJECT. This Agreement can be modified

only by signed written amendment. Electronic communications purporting to amend this Agreement will be effective only if the electronic communication includes specific reference to this Agreement or PROJECT.

I. This Agreement will be governed by the substantive laws of the State of Wisconsin without regard to the jurisdiction's choice-of-law doctrines. Venue for any litigation relating to this Agreement will be exclusively in Brown County of the State of Wisconsin.

J. To the extent it may be permitted to do so by applicable law, CLIENT does hereby agree to defend, hold harmless, and indemnify SGR, and all officers, employees, and contractors of SGR, from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings brought against them as a result of action taken by SGR, its officers, employees, and contractors, providing the incident(s), which is (are) the basis of any such demand, claim, suit, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of SGR acting within the course and scope of SGR's engagement with CLIENT; excluding, however, any such demand, claim, suit, action, judgment, expense, and attorneys' fees for those claims or any causes of action where it is determined that SGR committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith. In the case of such indemnified demand, claim, suit, action, or judgment, the selection of SGR's legal counsel shall be with the mutual agreement of SGR and CLIENT if such legal counsel is not also CLIENT's legal counsel. A legal defense may be provided through insurance coverage, in which case SGR's right to agree to legal counsel provided will depend on the terms of the applicable insurance contract. The provisions of this paragraph shall survive the termination, expiration, or other end of this agreement and/or SGR's engagement with CLIENT.

K. Notices related to this Agreement will go to the respective Parties as follows but either Party can change the addressee for notices to that Party by written notice to the other Party.

   i. For the purposes of this Agreement, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Agreement.

   ii. Any notice required be given by this Agreement shall be deemed to have been given within three (3) days of emailing or depositing in the mail.

Legal Notices:

SGR
Attn: Melissa Valentine, Corporate Secretary
PO Box 1642
Keller, TX 76244
Melissa@GovernmentResource.com

CLIENT
Attn: _____
Address: _____
Email: _____

PROJECT Representative:

SGR
Jeri J. Peters
President of Executive Recruitment
JJPeters@GovernmentResource.com
817-337-8581

CLIENT
Name: _____
Title: _____
Email: _____
Phone: _____

Billing and Invoicing:

SGR
Attn: Finance
Finance@GovernmentResource.com
817-337-8581

CLIENT
Name: _____
Title: _____
Email: _____
Phone: _____

L. Unless sooner terminated, this Agreement shall terminate at such time as the PROJECT is completed and the requirements of this Agreement are satisfied, except that duties of payment, of information disclosure, any representations and warranties, and placement guarantee survive this Agreement.

M. The Parties and each individual who executes this Agreement on behalf of a Party represent and warrant to the other Party that as to each Party's respective signatory, that signatory is authorized by their Party to execute this Agreement and to bind their Party hereto.

N. Time is of the essence to this Agreement.

O. This Agreement may be executed in counterparts which together will comprise the Agreement.

P. This Agreement is subject to appropriation of funds by CLIENT.

Strategic Government Resources, Inc.

_____
Signature

Printed Name: Jeri J. Peters

Title: President of Executive Recruitment

_____
Date

CLIENT

_____
Signature

Printed Name: _____

Title: _____

_____
Date

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #24-46 Extending the time period allowed to recognize Reimbursable Grant Revenues after the end of the Fiscal Period.**

At it's meeting on Tuesday, 5/14, the Finance/Personnel Committee unanimously approved bringing forward a resolution to extend the time period for the recognition of reimbursable grant revenues, upon recommendation of City's auditors.

ATTACHMENTS:

- Reso24-46 (PDF)
- Revenue Recognition (PDF)

RESOLUTION #24-46

EXTENDING THE TIME PERIOD ALLOWED TO RECOGNIZE REIMBURSABLE GRANT REVENUES AFTER THE END OF THE FISCAL PERIOD

WHEREAS, the Governmental Accounting Standards Board (GASB) requires that revenue be recognized within 60 days of the end of the current fiscal period, but allows for an extension of that timeline by resolution of the Common Council; and

WHEREAS, the current 60-day timeline makes it difficult to record grant revenues in the year they should have been collected, as the reimbursement process often extends beyond 60 days; and

WHEREAS, during the City's most recent audit cycle, a discussion was held regarding GASB's rules for recognizing revenue, and a recommendation was made to pass a resolution extending the timeline to 120 days for offsetting expenses.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council considers all reimbursable grant revenue to be available, if collected within 120 days of the end of the current fiscal period, effective January 1, 2023, to December 31, 2023, and for each fiscal year thereafter.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of May, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 05/14/2024

CITY OF DE PERE
MEMO

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Pam Manley, Finance Director
Date: March 12, 2024

RE: **Revenue Recognition**

During our 2023 audit a discussion was held on the GASB rules for recognizing revenue. The current rule requires that to be recognized as a revenue for the prior year, we must receive the funds within 60 days of the end of the year. This can become an issue for example when you have a reimbursement grant. Often, funds are received after the 60 days resulting in revenues not offsetting expenses in the same fiscal year. It was recommended to pass a resolution that would allow for an extended timeframe of 120 days.

Please feel free to contact me prior to the meeting with any questions.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #24-47 Authorizing Lease Agreement between KK Logistics and the City of De Pere (Equipment Storage Warehouse).**

The Board of Public Works at the March 11, 2024 meeting approved terminating present storage agreement and draft agreement with KK Logistics and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- Reso24-47 (PDF)
- City Lease with KK for Equip Storage 5.13.24 Draft (PDF)
- BOPW Equipment Storage (PDF)

RESOLUTION #24-47

AUTHORIZING LEASE AGREEMENT BETWEEN KK LOGISTICS, INC. AND THE CITY OF DE PERE
(Equipment Storage Warehouse)

WHEREAS, the City is in need of relocating its off-season storage for Department of Public Works equipment due to condensation issues at its current storage facility; and

WHEREAS, city staff has located a facility at 128 Dousman Street, Green Bay, which has the storage capability of 6,000 square feet (as required by City) at a rate of $.30/square foot, for a total of $1,800.00/month, with the potential to increase up to 20,000 square feet, pursuant to the terms and conditions of the attached Lease Agreement with KK Logistics, Inc.; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby authorizes the Mayor to enter into the Lease Agreement for equipment storage as is attached hereto, subject to such revisions as deemed necessary by the City Attorney, including any subsequent renewals thereof, provided the terms and conditions are substantially similar and sufficient funds have been budgeted therefor.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of May, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 03/11/2024

LEASE AGREEMENT

This Agreement executed as of the last dates set forth herein below, by and between KK Integrated Logistics, Inc. referred to as "LANDLORD", and CITY OF DEPERE, a Wisconsin municipal corporation, 335 S. Broadway Street De Pere, Wisconsin 54115, referred to as "TENANT".

IN WITNESS WHEREOF, Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, hereby leases exclusively to Tenant those premises described as approximately 6,000 square feet of vehicle and equipment storage located at 128 Dousman Street, Green Bay, WI 54303

1.0 TERM:
The term of this Lease shall be for a period commencing June 1, 2024, and ending on May 31, 2025.

2.00 RENTAL:

2.01 Rental amount shall be based on $0.30 square foot multiplied by 6,000 square feet for a monthly total of $1800.00. The rental amount shall be payable in two installments, which are due and payable on or before June 15, 2024, in the amount of $12,600.00, and January 15, 2025, in the amount of $9,000.00.

2.02 Upon mutual agreement of Tenant and Landlord, Tenant shall have the Option to Extend this Lease for one (1) year term at a rental rate of $1800.00 per month. Payment of the rent shall be made on or before the first of each month. The parties may mutually agree to additional lease terms at least forty-five (45) days prior to the expiration of the lease term.

2.02 Tenant understands that the building has electrical power that can be used by the Tenant with the permission of Landlord.

3.00 POSSESSION:

3.01 It is understood that Tenant shall be allowed to take possession of the building in May 2024 upon signing of this Lease and payment of the first month’s rent.

3.02 It is understood between Tenant and Landlord that the premises shall be used for storage of vehicles and mechanical equipment. No hazardous materials or other stockpiling of materials may be stored on the premises.

4.00 OBLIGATIONS OF LANDLORD AND TENANT:

4.01 Landlord shall keep the demised premises in good order and repair. The Tenant shall clean the leased area upon removal of the equipment and repair any damages caused by Tenant.

4.02 Landlord hereby warrants that Tenant shall enjoy peaceful possession during the term of this lease and while Tenant performs all of the terms and conditions herein agreed to be performed by said Tenant.

4.03 [omitted]

4.04 Tenant shall obey all lawful orders, rules and regulations of Brown County Health Officers, health and fire ordinances of Brown County, rules and regulations of the State Board of Health and all State health authorities.

4.05 Landlord shall have the right to inspect the premises at all reasonable times, and if Tenant fails to keep the premises in reasonably clean condition, including the removal of all grease, trash and garbage, Landlord may clean the premises and remove the aforesaid items and charge the costs to Tenant.

4.06 Tenant shall not assign the lease with respect to the property, or in any way sublet the premises without Landlord's prior written consent, provided such consent shall not be unreasonably withheld and further provided Tenant shall remain primarily liable for Tenant's obligation regardless of such assignment or subletting. Under no circumstances shall Landlord be liable for any costs or expenses associated with such assignment or subletting.

4.07. [omitted]

4.08 Tenant expressly agrees to quit and deliver up the described leased premises to Landlord peaceably and quietly at such time as the term of this lease expires and deliver the keys to Landlord; and Tenant further agrees to surrender possession of the above-described leased premises to Landlord in good condition and repair, ordinary wear and tear excepted.

4.09 Tenant shall maintain liability insurance covering such property, for injury to person and for damage to property, in the minimum amount of One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) aggregate in an insurance company acceptable to Landlord and shall cause said coverage to name Landlord as additional insured and shall cause memorandum copies of said coverage to be sent to Landlord. The policies shall contain standard forms, riders, or endorsements waiving subrogation rights. Landlord shall maintain separate liability insurance for such property, for injury to person and for damage to property, in the minimum amount of One Million Dollars ($1,000,000) per occurrence and One million Dollars ($1,000,000) aggregate in an insurance company acceptable to Tenant and shall cause said coverage to name Tenant as additional insured and shall cause memorandum copies of said coverage to be sent to Tenant. The policies shall contain standard forms, riders, or endorsements waiving subrogation rights.

4.10 Tenant shall indemnify Landlord against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage arising solely out of the negligence of Tenant or any employee or agent of Tenant. Landlord shall indemnify Tenant against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage arising out of the negligence of Landlord or any employee or agent of Landlord.

4.11 Tenant shall keep its own property insured for any loss, including fire and extended coverage. Tenant does hereby covenant and agree with Landlord that it will obtain a waiver from any insurance carrier with which Tenant carries property loss and fire insurance and/or extended insurance coverage covering Tenant's property and improvements, releasing its subrogation rights as against Landlord.

4.12 Tenant shall, in case of fire or other damage to the premises or if any building on the premises shall be declared unsafe by any lawful authority, give prompt written notice thereof to Landlord, who shall thereupon cause the damage or unsafe condition to be repaired.

4.13 In the event the demised premises are partially damaged or destroyed by fire or otherwise or declared unsafe by lawful authority, in an amount less than fifty percent (50%) of the total square feet of floor space, Landlord shall attempt to provide Tenant with temporary storage space in other storage facilities owned by Landlord that is similar in size and quality of the damaged/destroyed premise during the time in which the demised premise is repaired or replaced. If no such temporary storage space owned by Landlord is available, the rent shall be reduced by an amount which bears the same proportion to the total rent as the number of square feet of damage or destroyed or unsafe floor space in the building on said premises bears to the total number of square feet of floor space in all of said buildings on the demised premises. Such reduction shall continue from the date of giving written notice to Landlord until repairs are completed.

4.14 If the damages or destruction or unsafe condition exceeds fifty percent (50%) of the total square feet of floor space, the rent shall be payable to the date of Tenant's giving written notice of such damage or destruction and shall thereupon cease until such time as the premises are restored by the Landlord. In the event the premises cannot be or are not repaired or restored to their former condition within one hundred and eighty (180) days from the date of the damage or destruction or notice of unsafe condition, Tenant or Landlord may at its option, terminate this lease by giving written notice to the other party of the damages, destruction or unsafe condition.

5.00 GENERAL PROVISIONS:

5.001. During the Lease extension period provided in paragraph 2.01, Tenant shall have the right to terminate this lease for any reason or for no reason upon 60 days written notice thereof to Landlord. Once terminated, no further rental payments shall be due under the lease unless Tenant is in default of any payment due prior to the effective date of termination of the Lease.

5.01 If any rents shall be, and remain, unpaid when due, or if Tenant violates or defaults in any of the covenants and agreements contained herein, and such non-payments or violation or default continues for a period of fifteen (15) days, Landlord may cancel this Lease Agreement upon giving fifteen (15) additional days' written notice of cancellation and may, thereafter, re-enter the leased premises. Landlord shall have the further right to secure a tenant at the highest available rental for the premises. Tenant agrees to pay to the Landlord, during remainder of such lease term, any deficiency arising from such reentry and re-letting of the premises at the highest available rental, if said rental is less than that prescribed herein. Tenant shall pay such deficiency each month as the amount thereof is ascertained, plus all reasonable costs, attorney fees, and expenses in enforcing the terms and conditions of this Lease Agreement.

5.02 Any notice required by either party shall be in writing and shall be sufficiently given if personally served upon the other party, or if sent by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

LANDLORD:

KK Integrated Logistics, Inc.
962 1st Street
Menomonee, MI 49858-3234

TENANT:

City of De Pere
335 S. Broadway Street
De Pere, WI 54115

Landlord and Tenant may from time-to-time designate replacement addresses by written notice to the other party.

5.03 If any term, covenant, condition or provisions of this lease, or the application thereof, to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease or application of such term or provision to persons or circumstances other than those as to which it is held invalid shall not be affected and all other provisions of this lease to remain in full force and effect.

5.04 This lease shall be construed and interpreted by the laws of the State of Wisconsin.

5.05 If any voluntary or involuntary petition or similar proceeding under any section or sections of any bankruptcy or receivership act, state or federal, shall be instituted to declare Tenant insolvent or unable to pay its debts, Landlord may elect, if such event continues for a period of fifteen (15) days, but not otherwise, and with or without notice of such election, and with or without entry or other action by Landlord, to forthwith terminate this lease.

5.06 Should Tenant be in default under this lease or become a debtor in a voluntary or involuntary proceeding or go into receivership or make a voluntary assignment for the benefit of creditors, all contracts with sub-lessees shall become a contract for rents directly with the Landlord, and all rents and benefits by reason of such sublease shall be paid directly to and become the property of Landlord. Tenant agrees Landlord may direct sub-lessees to make rental payments directly to Landlord upon the occurrence of the above. This sub-article shall not waive or limit any other remedy or cause of action available to Landlord.

5.07 The covenants, conditions and agreements contained in this lease shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and such assigns as may be permitted hereunder.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, Landlord has hereunto set their hands and seals this _____ day of May, 2024.

LANDLORD:

KK Integrated Logistics, Inc.

_____ _____

Name:
Title:

IN WITNESS WHEREOF, Tenant, by its authorized municipal officers, has hereunto caused this Lease Agreement to be executed by such officers, by its authority this____day of May, 2024.

TENANT:
City of De Pere

_____
James G. Boyd, Mayor

CITY OF DE PERE
MEMO

To: Board of Public Works
From: Tony Fietzer, Street Superintendent
Date: March 11, 2024
RE: Consider and possible action on leasing an equipment storage warehouse*

The city has outgrown our storage capabilities at the Municipal Services Center and requires us to secure covered equipment storage off site. The City of De Pere currently leases a storage location of 6,000 square feet at 6503 Blake Rd. Greenleaf, WI, southeast of the City of De Pere. This storage location is currently leased through May 31, 2024, at a rate of $1300/month, $15,600 annually. The current storage location is a large storage shed on gravel.

While the current storage location ensures protection from rain, sun and wind; the gravel floor has created mechanical issues on the equipment generally during the spring-fall period. The gravel floor has allowed a large amount of condensation to work up through the ground and affect the underbodies of our equipment, primarily the brake system. On most of the equipment stored during this time period, the brakes were seized tight and multiple times a loader was required to pull the vehicles to free the seized brakes. The shed does not have air movement and the condensation in the building has caused algae to grow on the ground. We have scheduled staff to move vehicles in the storage shed every few weeks during the condensation periods to try and prevent brake seizure but even that hasn't eliminated the issues.

Due to the issues we are having at the existing storage site, staff researched other areas for storage. The proposed new storage location is a large storage warehouse with a concrete floor. The proposed location in Green Bay is at Leicht's Park, 128 Dousman St. Green Bay, WI and owned by KK Integrated Logistics. The storage warehouse has 20,000 feet available and has a concrete floor. It is believed the concrete floor will reduce and/or eliminate the excessive condensation that is negatively impacting our vehicles at our current site. The city would have the opportunity to lease 6,000 square feet or could increase the footage up to 20,000 square feet. The current rate of .30 per square foot equals a monthly rate of $1,800. $21,600 annually for 6,000 square feet.

Based on issues with equipment experienced at the current storage location and the gravel floor, staff recommends terminating storage at the existing location at the end of the lease May 31, 2024, and authorizing the City Attorney's office to draft lease paperwork to secure a lease with KK Integrated Logistics to store municipal equipment.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #24-48 Governmental Responsibility for Urban Nonpoint Source & Storm Water Management Grant from Wisconsin Department of Natural Resources.**

The Board of Public Works at the May 13, 2024 meeting approved applying for a Wisconsin Department of Natural Resources Urban Nonpoint Source and Storm Water Management Grant and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso24-48 (PDF)
- 2024 0513 CI_BOPW-WDNR Grant (PDF)
- UNPS_SAMPLE_GOVERNMENTAL_RESPONSIBILITY_RESOLUTION(2) (PDF)
- 2024 0311 Pond_Location_Map (PDF)
- 2024 0311 CI_BOPW-WDNR Grant (PDF)

RESOLUTION #24-48

GOVERNMENTAL RESPONSIBILITY FOR URBAN NONPOINT SOURCE & STORM WATER MANAGEMENT GRANT FROM WISCONSIN DEPARTMENT OF NATURAL RESOURCES

WHEREAS, the City of De Pere is interested in acquiring a grant from the Wisconsin Department of Natural Resources (WDNR) for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources to construct a pond off Honey Court to treat storm water from existing development that discharges to the Fox River via a storm sewer on Cook Street (as described in the application and pursuant to §§ 281.65 or 281.66, Wis. Stats. and Chapters NR 151, 154 and 155); and

WHEREAS, a cost-sharing grant is required to carry out the project, with the WDNR covering approximately 50% of costs, up to a maximum grant award of $150,000; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council authorizes the City Engineer to act on behalf of the City of De Pere to:

- sign and submit an application to the WDNR for the financial assistance that may be available as described above;
- sign a grant agreement between the City of De Pere and WDNR;
- sign and submit reimbursement claims, along with necessary supporting documents;
- sign and submit interim and final reports and other documentation, as required by the grant agreement;
- Sign and submit an Environmental Hazards Assessment Form, if required; and
- take all other necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of May, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 05/13/2024

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: May 13, 2024

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

At the March 11th, 2024, Board Meeting, the BOPW approved staff submitting for a storm water grant for the construction of a pond off Honey Court under the Urban Nonpoint Source and Storm Water Management Grant Program. The grant was submitted and received by the WDNR. The WDNR contacted staff and requested specific resolution language that needs to be included with the grant to receive additional points for the scoring process.

The memo from the March 11th meeting has been included along with the map of the location for background information.

Staff recommends approval of the attached resolution for signature by the Mayor which will be submitted to the WDNR and included with the grant scoring for the Urban Nonpoint Source and Storm Water Management Grant Program.

SAMPLE GOVERNMENTAL RESPONSIBILITY RESOLUTION FOR URBAN NONPOINT SOURCE AND STORMWATER GRANTS

WHEREAS, _____ is interested in acquiring a
(governmental unit applicant)
Grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources (as described in the application and pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 154 and 155); and

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

THEREFORE, BE IT RESOLVED, that THEREFORE: _____
(applicant)

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

  behalf of _____ to:
(applicant)

***** Please note: Following tasks are required to be listed in Governmental Responsibility Resolution:***

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

BE IT FURTHER RESOLVED that _____ shall comply with all state
(applicant)
And federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

Adopted this _____ day of _____, 20__.

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

Authorized Signature: _____ Title: _____
(Signature of the governmental unit's executive officer, e.g., Village President, City Mayor, County Board Chair, etc.)

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

CITY OF DE PERE

Public Works - Engineering Department

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

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: March 11, 2024

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

Staff is requesting approval to submit a grant to construct a pond off Honey Court. This pond will treat storm water from existing development that discharges to the Fox River via a storm sewer on Cook Street. The pond construction will assist the City in meeting the required TSS and phosphorous reduction required as part of our MS4 permit with the WDNR.

The Wisconsin Department of Natural Resources (WDNR) offers construction grants under the Urban Nonpoint Source (UNPS) and Storm Water Management Grant Program. The UNPS grant period is two years. The deadline to submit the grant for UNPS construction projects beginning in 2025 is April 15, 2024. Grant funding may be up to $150,000 for construction projects. The grant is a 50% cost share where the City would be required to fund the project and request reimbursement once the project is completed. Projects eligible for construction grants include:

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

The City received the revised WPDES Permit No WI-S050075-3 for storm water runoff in 2019. Requirements of this permit are based on established pollutant allocations for Total Maximum Daily Loads (TMDL's) to the lower Fox River. The permit requires the City to continue to implement post construction storm water management practices to reduce pollutant loads to the Lower Fox River. Staff proposes to submit a grant application for the construction of a wet detention pond off Honey Court and Cook Street. This location was included in the City's most recent Storm Water Management Plan.

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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**Health Department**
FROM:	**Chrystal Woller**
SUBJECT:	**Resolution #24-49 Approving Information Sharing Agreement between the U.S. Food & Drug Administration and the City of De Pere Health Department.**

ATTACHMENTS:

- Reso24-49 (PDF)
- FDA Limited Scope Information Sharing Agreement v.4 (PDF)
- Health Dept. Memo _FDA Agreement (DOCX)

RESOLUTION #24-49

APPROVING INFORMATION SHARING AGREEMENT BETWEEN THE U.S. FOOD & DRUG ADMINISTRATION AND THE CITY OF DE PERE HEALTH DEPARTMENT

WHEREAS, pursuant to 21 CFR §20.88, the U.S. Food & Drug Administration (FDA) may share certain non-public agency records on a discretionary basis with local public agency officials who perform counterpart functions to the FDA as part of cooperative law enforcement or regulatory efforts under certain conditions to benefit public health; and

WHEREAS, the City desires to enter into an information sharing agreement to allow the FDA to share essential confidential information, deliberative documents, personal privacy information and open investigatory records with local government officials to assist with local illness investigations and/or foodborne illness investigations, pursuant to the terms and conditions of the agreement attached hereto; and

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

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

> The Mayor is authorized and directed to execute the Long-Term Limited Scope Food, Feed and Cosmetics Information Sharing Agreement Between the FDA and the City of De Pere Health Department as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of May, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nayes: _____
Board/Committee Approval: 05/13/2024

U.S. FOOD & DRUG ADMINISTRATION
OFFICE OF REGULATORY AFFAIRS

12420 Parklawn Drive
Element Building Room 4029
Rockville, MD 20852-1740

Memorandum

To: State Involved in the Protection of Public Health

From: Steven Tave, Director, Office of Policy, Compliance and Enforcement

Date: 4/9/24

Subject: Long-Term Limited Scope Food, Feed and Cosmetics Information Sharing Agreement (ISA)

The Food and Drug Administration (FDA) would like to offer your agency the opportunity to enter into a confidentiality agreement to facilitate sharing of non-public food (human food, pet food, and animal feed) dietary supplements and cosmetic related information (referred to as non-public food information) that will begin on the date above until June 30, 2029. This Long-Term Limited Scope Food, Feed and Cosmetics Information Sharing Agreement (ISA) allows for the (division) head of the Local Public Health agency to affirm that the non-public information provided by FDA will not be disclosed with anyone outside of their agency without written confirmation from FDA that such information can be released to the public. Furthermore, this agreement does not require that everyone in the agency who has a need to know or official interest in the non-public information sign the confidentiality agreement.

Although FDA only requires one signature from the (division) head of your agency to permit the sharing of non-public information under this confidentiality agreement, we recognize that other individuals in your agency may need to know about and disseminate the non-public information quickly in an emergency such as a foodborne outbreak, recall, or a report of a suspect or illegitimate product in the supply chain. To facilitate this, we ask that you provide us with the names and contact information for key individuals in your agency with their title, specialty, or subject matter expertise. For example, the Commissioner of a State Department of Agriculture may want to provide contact information for division directors or managers in charge of laboratories or inspections.

Under this confidentiality agreement, you are certifying, on behalf of your agency, that the agency has the legal authority to protect all non-public food information that FDA shares with individuals in your agency and committing not to disclose such information. The reference to "non-public information" covered by this agreement includes information subject to limitations on public disclosure under federal law and regulations. For FDA documents shared under this agreement, this may include confidential commercial information, personal privacy information, pre-decisional information, deliberative information, and law enforcement records. Trade secrets may not be shared under this agreement. Any request to share non-public information outside of your agency must be approved in advance by FDA.

Attachment A provides background information about the information sharing procedures utilizing the Long-Term Limited Scope Food, Feed and Cosmetics ISA. Attachment B describes the conditions for sharing of non-public food information with State government officials. Attachment C must be completed and signed to establish the Long-Term Limited Scope Food, Feed and Cosmetics ISA. Attachment D is optional, but highly recommended. Please send a copy of entire agreement (pages 1-10) and an organizational chart to the email address ORAInfoShare@fda.hhs.gov.

Director, Office of Policy, Compliance and Enforcement

ATTACHMENTS:

A. Background Information on FDA Sharing of Non-Public Information with Local Public Health Agency Officials using the Single-Signature Long-Term Limited Scope Food, Feed and Cosmetics Information Sharing Agreement.

B. Conditions for FDA Sharing of Non-Public Information with Local Public Health Officials.

C. CONFIDENTIALITY COMMITMENT for Local Public Health Agencies.

D. Designation of Key Points of Contact in Local Public Health Agencies.

E. Limited Scope Food, Feed and Cosmetics Sharing Agreement Language.

ATTACHMENT A

Background Information on FDA Sharing of Non-Public Food, Dietary Supplement and Cosmetic Information with Local Public Health Agency Officials Using the Single-Signature 20.88 Long-Term Limited Scope Food, Feed and Cosmetics Information Sharing Agreement

Under 21 CFR § 20.88 FDA may share certain non-public Agency records **on a discretionary basis** with Local Public agency officials who perform counterpart functions to FDA as part of cooperative law enforcement or regulatory efforts provided that certain conditions are met. Information sharing under this provision is never mandatory and each Local Public Health agency request will be processed only after duly considering FDA's concerns for confidentiality, the requester's need for the information, and the benefit to the public health that may result from such sharing.

Under this agreement, the authorized primary State agency and FDA can rapidly share non-public information with local public health agencies that have entered into the Limited Scope Food, Feed and Cosmetics 20.88, including confidential commercial and pre-decisional information. This includes but not limited to food-related product information, inspection reports (omitting trade secrets), enforcement actions, foodborne illness investigation data, trace back information and warning letters.

Under this agreement, Local Public Health agencies must provide a written statement that they have the legal authority to protect any shared information from any public disclosure and a commitment not to disclose such information without the written confirmation from FDA that such information can be released to the public. FDA will be unable to share non-public food protection related information with your agency if it cannot certify that it can and will maintain the confidentiality of all non-public information received from FDA. If the Local Public Health agency fails to maintain the confidentiality of non-public information, FDA may refuse to share such information with the Local Public Health agency in the future. The conditions for confidential sharing of non-public information are further described in Attachment B.

If the Local Public Health agency does not sign the Confidentiality Commitment in Attachment C, it will not receive non-public information and may be excluded from conference calls and meetings with FDA where non-public information is discussed, including, and not limited to outbreak and recalls.

The procedures for releasing non-public information to Local Public Health agencies are listed below.

1. Directors of Local Public Health agencies sign the certification form.
2. To request non-public information pertaining to food protection, the Local Public Health agency sends a written request to the primary State agency. If the primary State agency is not already in possession of the requested FDA non- public information, then the primary State agency sends a written request to the FDA District Director or State Liaison who has jurisdiction over that primary State agency or to Division of Information Disclosure Programs (DIDP)) at ORAInfoShare@fda.hhs.gov.
3. When necessary and without receiving a formal request, a primary State agency has the discretion to provide selected non-public information specific to food protection issues to the signatories listed on the certification. This should be done only for special circumstances.

ATTACHMENT B

Conditions for FDA Sharing of Non-Public Information with Local Public Health Agency Officials

The United States Food and Drug Administration (FDA), an Agency within the United States Department of Health and Human Services, is charged with protecting and promoting the health of the American people. It is responsible for assuring that foods are safe, wholesome, and sanitary; human and veterinary drugs, biological products, and medical devices are safe and effective; cosmetics are safe; and products that emit radiation are safe.

To enhance regulatory and enforcement cooperation between FDA and Local Public Health agency officials who perform counterpart functions to FDA, FDA promulgated a regulation under 21 CFR § 20.88 governing the communication of non-public information with Local Public Health officials. 21 CFR § 20.88 permits FDA, on a discretionary basis, to release non-public pre-decisional, confidential commercial, and/or other non-public information regarding FDA-regulated products to Local Public Health officials. As long as the requirements in 21 CFR **§** 20.88 have been met at the time of the release, FDA's release of non-public information to a Local Public Health agency is not a public disclosure and does not compel FDA, if requested, to release such information to the public. **Non-public information that FDA shares with the Local Public Health agency belongs exclusively to FDA loaned for the purpose for which it was requested or for other cooperative law enforcement efforts.** FDA may take steps to retrieve the information shared with an agency at any time and it may initiate judicial proceedings if necessary [see United States v. Napper, The City of Atlanta, et al., 887 F.2d 1528 (1989)].

- Before FDA may share non-public pre-decisional, confidential commercial, and/or other non-public information with Local Public Health officials, FDA must receive a written Confidentiality Commitment (Attachment C) from the Local Public Health agency that it understands the conditions under which FDA shares non-public information, and certifies that it: (1) has the authority to protect the information from public disclosure and (2) will not disclose such information without written confirmation from FDA that the information no longer has non-public status, or in cases involving confidential commercial information concerning a regulated product-without the consent of the owner of the information (e.g., drug sponsor). FDA will rely on the Local Public Health agency's Confidentiality Commitment regarding its authority to protect FDA non-public information from disclosure. If changes occur in the Local Public Health agency's statutes, laws, policies, or procedures that may affect the agency's ability to protect FDA non-public information from disclosure, it: (1) will notify FDA immediately and (2) will not disclose the non-public information without the consent of the owner, submitter, individual, or FDA as described above.

In the event the agency receives a subpoena, court order, or other compulsory process including a request under a state public records act or Freedom of Information act to release non-public information received from FDA, it will contact FDA within **five business days** of receipt of the notice and the agency will take appropriate legal measures to resist the release of such information. The Local Public Health agency will not release the information until FDA has had the opportunity to take appropriate legal measures to resist the disclosure of such information, has determined whether it will take such measures, and has notified the Local Public Health agency of its determination– which shall be made in a timely manner. The Confidentiality Commitment is provided as Attachment C.

When FDA receives the Confidentiality Commitment from the Local Public Health agency, it may share the information only when the following determinations are made.

Requests for non-public pre-decisional information:

The requested information must be reasonably necessary to improve Federal-Local Public Health uniformity, cooperative regulatory activities, or implementation of Federal-Local Public Health agreements.

Requests for confidential commercial information:

FDA must determine if (1) the sponsor for the product application has provided written authorization for the exchange or (2) the disclosure of the information would be in the interest of public health by reason of the Local Public Health agency possessing information concerning the safety, effectiveness, or quality of a product or information concerning an investigation, or by reason of the Local Public Health agency's ability to exercise its regulatory authority more expeditiously than FDA.

As a regulatory and law enforcement agency, it is important that FDA avoid unauthorized disclosure of non-public information, particularly disclosures that might provide any company with a competitive advantage, place a submitting company at a disadvantage relative to its competitors, or result in an unwarranted invasion of personal privacy of an individual It is essential that Local Public Health agency officials engaged in information exchanges with FDA understand and respect the obligations to protect FDA non-public information from unauthorized disclosure and take adequate security measures to prevent the unauthorized release of shared FDA non-public information.

Once the agreement has been signed, send the signed copy to ORAInfoShare@fda.hhs.gov.

ATTACHMENT C

CONFIDENTIALITY COMMITMENT for Local Public Health Agencies

Statement of legal authority and commitment not to disclose non-public information including, but not limited to, confidential commercial or non-public pre-decisional information shared by the FDA.

Reference: Information regarding the investigations of food establishments and/or the facilitation of food (human food, animal feed, and dietary supplements) and cosmetic safety.

FDA may share non-public information concerning the safety, effectiveness, or quality of a product with

City of De Pere Health Department

(Local Public Health Agency)

in accordance with 21 CFR 20.88. **This sharing is in the interest of public health and is for the limited purpose of conducting cooperative law enforcement or regulatory efforts as they relate to human food, animal feed, dietary supplements, or cosmetics.**

My agency understands that:

1. Some or all of the non-public information it receives from FDA is confidential commercial, personal privacy information, or non-public pre-decisional information exempt from disclosure under the laws and regulations of the United States and that FDA considers it extremely important that my agency maintain the confidentiality of the information.
2. The non-public information received from FDA belongs exclusively to FDA and does not belong to my state agency. FDA may take steps at any time and may initiate judicial proceedings to retrieve non-public information shared with my agency.
3. Disclosure of non-public information shared by FDA could seriously jeopardize any further cooperative information sharing between FDA and my agency.
4. **FDA will not reveal to a non-commissioned official any method or process that is entitled to protection as a trade secret under section 301 (j) of the FD&C Act [21U.S.C. 331(j)].**

Therefore, City of De Pere Health Department certifies that it:

(Local Public Health Agency)

1. Has the legal authority to protect FDA non-public information from disclosure, including but not limited to confidential commercial information, personal privacy information, and pre-decisional information.
2. If requested, has attached copies of the relevant statutes, regulations, court decisions, or other documents that establish this authority or has provided a summary of its legal authority.
3. Subject to the notice provisions of this paragraph, will not disclose FDA non-public information without the written statement from FDA that the information no longer has non-public status or, in cases involving confidential commercial information concerning a regulated product, without the consent of the owner of the information. My agency will inform FDA within **five business days** of any effort made to obtain the information from it by subpoena, court order, or other compulsory process, including a request under any state public records act or Freedom of Information Act and will refrain from disclosing such information.

Under such circumstances, my agency will refrain from disclosing the information until FDA has had the opportunity to take appropriate legal measures to resist the disclosure of such information, has determined whether it will take such measures, and has notified my agency of its determination. FDA will make this determination in a timely fashion. The agency may disclose the information to a court of competent jurisdiction if 1) the court orders such disclosure, 2) the agency has taken legal measures to ensure that the information will be disclosed in a manner that protects the information from public disclosure and, 3) the agency has notified FDA but failed to receive a timely determination of FDA actions.

4. Will promptly inform FDA of any changes to its laws, policies, or procedures that would affect its ability to maintain the confidentiality of the information FDA shares.
5. Has safeguards, including the adoption of policies and procedures to ensure that the information shared under this agreement will not be further disclosed consistent with the rest of this agreement.
6. Access to the non-public information shared under this agreement shall be restricted to the employees, and officials of the Participants, who require access to such information to perform their official duties in accordance with the uses of the information as authorized in this agreement, unless otherwise authorized in writing by FDA. All such personnel shall be advised of (1) the confidential nature of the information; and the obligation to keep such information confidential; and (2) safeguards against unauthorized disclosure of confidential information.
7. Will notify FDA of any actual or suspected unauthorized disclosure of any information shared pursuant to this agreement.

James Boyd

Name of certifying official

Date

Mayor

Title of certifying official

Signature of certifying official

920-339-4040

Phone Number of certifying official

jboyd@deperewi.gov

E-mail Address of certifying official

ATTACHMENT D

Designation of Key Points of Contact in Local Public Health Agencies

This Attachment is used by the Local Public Health agency to provide FDA with key points of contact. FDA may wish to contact these individuals as primary respondents in emergencies, recipients of certain regulatory action notices, or recipients of pre-decisional information. If more space is needed, please attach a separate page with the name, position (for example, Director of Manufactured Foods), program area (food, feed, dietary supplements or cosmetics), a telephone number, and an e-mail address for the individual(s).

Please include an agency/division organizational chart.

* **In the first section, please enter the name of at least one person from your agency who's responsible for release of information to the public (e.g. FOIA/Public Records/Open Records Officer).**

*This person is a: _____

Chrystal Woller BSN, RN, MBA
Name
Health Officer/Director
Position
Public Health
Program Area
920.339.4054
Phone Number
cwoller@deperewi.gov
E-mail Address

Trista Groth, RS
Name
Registered Sanitarian
Position
Environmental Health
Program Area
920.339.4054
Phone Number
tgroth@deperewi.gov
E-mail Address

Sara Lornson BSN, RN
Name
Deputy Health Officer/PHN
Position
Public Health
Program Area
920.339.4054
Phone Number
slornson@deperewi.gov
E-mail Address

Danielle Jauquet BSN, RN
Name
Public Health Nurse
Position
Public Health
Program Area
920.339.4054
Phone Number
djauquet@deperewi.gov
E-mail Address

Kelly Burke	
Name	*Name*
Administrative Assistant	
Position	Position
Public Health	
Program Area	*Program Area*
920.339.4054	
Phone Number	*Phone Number*
kburke@deperewi.gov	
E-mail Address	*E-mail Address*
Name	*Name*
Position	Position
Program Area	*Program Area*
Phone Number	*Phone Number*
E-mail Address	*E-mail Address*
Name	*Name*
Position	Position
Program Area	*Program Area*
Phone Number	*Phone Number*
E-mail Address	*E-mail Address*

Attachment E

Limited Scope 20.88 for [Local Public Health Agency Insert Name]

The scope of this long-term 20.88 ISA is limited to the sharing of FDA non-public information that has been transmitted to [primary State Agency Insert Name] under a valid 20.88 agreement with an addendum that authorizes that primary State Agency to further share and transmit the information to local public health officials at [Local Public Health Agency Insert Name]. It also authorizes the local public health government officials to receive FDA non-public information orally.

CITY OF DE PERE

MEMO

To: City Council
From: Chrystal Woller BSN, RN, MBA
Date: 5/14/2024

Re: Recommendation from the Board of Health to approve the Information Sharing Agreement with the FDA

The Dept. of Agriculture, Trade, & Consumer Protection (DATCP) is recommending that Agent health departments enter into an Agreement with the FDA for information sharing of essential information during foodborne illness investigations. The attached 20.88 Agreement would allow the FDA to share confidential commercial information (CCI), deliberative documents, personal privacy information (PPI) and open investigatory records with state and local government officials to assist in local illness investigations.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**Health Department**
FROM:	**Chrystal Woller**
SUBJECT:	**Resolution #24-50 Approving Grant Agreement Modification to Division of Public Health DPH Contract No. 62109-1 in the amount of $12,509.00.**

ATTACHMENTS:

- Reso24-50 (PDF)
- MP_-_DePere_Health_Dept_-_2024_DPH_Consolidat (PDF)
- Memo_Consolidated Contract (PDF)

RESOLUTION #24-50

APPROVING GRANT AGREEMENT MODIFICATION TO DIVISION OF PUBLIC HEALTH
DPH CONTRACT NO. 62109-1

WHEREAS, the Health Department and the State of Wisconsin Department of Health Services (DHS) are parties to the 2023 Division of Public Health (DPH) Consolidated Contract #62109-1; and

WHEREAS, the DHS would like to amend the original contract to increase Health Department funding for the Immunization Program by $300.00 (for a new total of $8,939.00) and renew the Communicable Disease Prevention Program in the amount of $3,570.00 for the next fiscal funding period of July 1, 2024 through June 20, 2025; and

WHEREAS, acceptance of such funds ($12,509.00) requires approval and execution of the Consolidated Contract #62109-1 Grant Agreement Modification, as is attached hereto.

WHEREAS, the Board of Health has reviewed such Grant Agreement Modification and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is hereby authorized and directed to execute the Grant Agreement Modification Between the State of Wisconsin Department of Health Services and De Pere DPH for 2024 DPH LPHD Consolidated Contract (#62109-1) , subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of May, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 05/13/2024

DocuSign Envelope ID: 3F03AD76-BEA6-4D0F-B3F8-555D1AC72CA8

Wisconsin Department of Health Services
Contract Centralization Legal Review

Agreement Number: **435100-G24-DPHCC24-17 M1**

Bureau of Procurement and Contracting (BPC) Review:

☒ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language.

☐ This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

☐ This agreement does not use a BPC template with Office of Legal Counsel (OLC) approved language or uses a BPC template with requested language changes.

Description:

N/A

Office of Legal Counsel (OLC) Review and Approval:

☒ This agreement has been reviewed for form and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

DocuSigned by:
Cody Wagner
31F480248CEC484...

Name: Cody Wagner
Title: Office of Legal Counsel

5/8/2024
Date Signed

Revision: 8/2/2022 (previous versions obsolete)

Document in Process

DocuSign Envelope ID: 3F03AD76-BEA6-4D0F-B3F8-555D1AC72CA8

GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
Depere Dph
for
2024 DPH LPHD Consolidated Contract

DHS Grant Agreement No.: 435100-G24-DPHCC24-17 M1
DPH Contract No.: 62109-1
Agreement Amount: $12,509
Agreement Term Period: 10/1/2023 to 9/30/2025
GEARS Pre-Packet No: 26142, 26224

DHS Division: Division of Public Health
DHS Grant Administrator: Anna Benton
DHS Email: DHSGACMail@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Chrystal Woller
Grantee Address: 335 S BROADWAY, DE PERE, WI, 541152526
Grantee Email: cwoller@deperewi.gov

Modification Description: We are increasing funding for the Immunization Program (Profile 155020), and we are adding funding for the Communicable Disease Prevention Program (Profile 155800). Please see attached scope(s) of work. We are also providing a new exhibit which updates our GEARS payment information section. Final reports are due 45 days from the end of the designated contract period for any included profiles.

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin **Department of Health Services**	**Grantee** Entity Name: _____
Authorized Representative	Authorized Representative
Name: _____	Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Template Revision: 04/04/2024 (previous templates

Document Library

DocuSign Envelope ID: 3F03AD76-BEA6-4D0F-B3F8-555D1AC72CA8

CIVIL RIGHTS COMPLIANCE ATTACHMENT

The Wisconsin Department of Health Services and Grantee agree to the below change to the agreement. The below enumerated agreement revision is hereby incorporated by reference into the agreement and is enforceable as if restated therein in its entirety.

Section 10 of the Agreement ("CIVIL RIGHTS COMPLIANCE") is hereby amended by inserting the following:

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Sub-contractor or any other entity with which the Grantee arranges to carry out its programs and activities.

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

HIGH-RISK IT REVIEW

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

Document In Process

GEARS PAYMENT INFORMATION

DHS GEARS STAFF INTERNAL USE ONLY

GEARS PAYMENT INFORMATION

The information below is used by the DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement.

GEARS Contract year: 2024

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472779	**Depere Dph**	**60**	**1/1/2024**	**12/31/2024**	**$8,939**

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155020	CONS CONTRACTS IMM		$8,639	$300	$8,939	N/A
					$8,939	

DHS GEARS STAFF INTERNAL USE ONLY

GEARS PAYMENT INFORMATION

The information below is used by the DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement.

GEARS Contract year: 2025

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472779	**Depere Dph**	**60**	**7/1/2024**	**6/30/2025**	**$3,570**

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155800	COMM DISEASE CTRL & PREV		-	$3,570	$3,570	N/A
					$3,570	

Document In Process

DocuSign Envelope ID: 3F03AD76-BEA6-4D0F-B3F8-555D1AC72CA8

GEARS FEDERAL AWARD INFORMATION

DHS Profile Number	155020
FAIN	NH23IP22611
Federal Award Date	8/31/2023
Sub-award period of Performance Start Date	1/1/2024
Sub-award period of Performance End Date	12/31/2024
Amount of Federal Funds obligated (committed) by this action	$300
Total Amount of Federal Funds obligated (committed)	$8,939
Federal Award Project Description	Immunization Cooperative Agreements
Federal Awarding Agency Name (Department)	Department of Health Services
DHS Awarding Official Name	Debra K. Standridge
DHS Awarding Official Contact Information	**608-266-9622**
Assistance Listing (formerly CFDA) Number	93.268
Assistance Listing (formerly CFDA) Name	Immunization Cooperative Agreements
Total made available under each Federal award at the time of disbursement	$10,370,663
R&D?	No
Indirect Cost Rate	7.9%

Document In Process

DocuSign Envelope ID: 3F03AD76-BEA6-4D0F-B3F8-555D1AC72CA8

Scope of Work
Communicable Disease Control and Prevention (LPHD and Tribal HD)
Funding Period July 1, 2024-June 30, 2025

Overview

The Communicable Diseases Funding passed in the 2024-2025 Biennial Budget allocated $500,000 in GPR per year as a continuing appropriation to local and tribal health agencies for communicable disease control and prevention .

The budget language as passed states:

*"**252.185 Communicable disease control and prevention.***
***(1)** From the appropriation under s. 20.435 (1)(cf), the department shall distribute moneys to local health departments to use for disease surveillance, contact tracing, staff development and training, improving communication among health care professionals, public education and outreach, and other infection control measures as required under this chapter. The department shall consider the following factors to establish an equitable allocation formula for the distribution of moneys under this section:*

(a) Base allocation, including at least some base amount for each local health department.
(b) General population.
(c) Target populations.
(d) Risk factors.
(e) Geographic area, including consideration of the size of the service area or the density of population, or both.

***(2)** By January 1, 2019, and biennially thereafter, each local health department shall submit to the division of the department that addresses public health issues a financial statement of its use of funds under this section."*

Eligible Uses

The scope of eligible uses for this additional funding is relatively broad and reflects all responsibilities under chapter 252. Funding may be used for new projects as well as to offset increasing budgetary pressures resulting from ongoing disease surveillance and investigations at the local level. Examples of possible uses include but are not limited to:

- Reduce burden of communicable diseases (CD),
- Ensure or increase capacity to respond to CD events,
- Training to increase competencies around CD issues,
- Purchase additional equipment to allow for easier access when following up on CD reports (such as smartphones or tablets),
- More extensive/complete follow-up on communicable disease outbreaks/reports, or
- Increasing communicable disease awareness in the community along with practical prevention opportunities.

Document in Process

DocuSign Envelope ID: 3F03AD76-BEA6-4D0F-B3F8-555D1AC72CA8

Prohibited uses include:

- Meals for trainings or conferences;
- Uses not intended for infectious disease prevention or follow up.

Reporting Requirement

The local agency is expected to submit its financial statement to the Director of the Bureau of Communicable Diseases of its use of funds for this fiscal year **no later than July 31, 2025**. Local and Tribal Health Agencies for Communicable Disease Funds are to submit their Financial Reports through a designated on-line form. Here is the link to the designated form for the 2024-2025 contract period. You will be asked to provide your contact information; a brief narrative describing how your agency or department used the allocated funds during the funding period; what the desired outcomes were for this funding; how you measured success or progress toward the desired outcomes and the indicators that were measured; indicate whether your agency or department engaged with any partners with the funding, who those partners were and their capacity; if your agency or department learned any lessons regarding how the funding was used and if you want to share those lessons; was there any additional information that you would like to share about the communicable disease funding.

Survey Link

https://survey.alchemer.com/s3/7775877/2024-2025-Financial-Reporting-for-Local-and-Tribal-Health-Agencies-for-Communicable-Disease-Funds-F-02439

Document in Process

DocuSign Envelope ID: 3F03AD76-BEA6-4D0F-B3F8-555D1AC72CA8

6. PAYMENT FOR GRANT AWARD

A. All payments will be made as electronic funds transfers (EFT), by the 5*th* of the month. GEARS agency reports are available not less than five (5) days prior to the scheduled payment date at the following website and should be reviewed and/or printed each month for each agency type for account reconciliation: GEARS Data Queries: https://health.wisconsin.gov/cars/GetIndexServlet.
B. DHS will assign a GEARS agency number to the Grantee.
C. The Grantee shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Agreement, which are incorporated by reference in the Allowable Cost Policy Manual: https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm.
D. Unless otherwise defined in the scope of work, the Grantee shall submit expenditures on the form required by DHS to the following email: DHS600RCARS@dhs.wi.gov.
E. Payments to the Grantee will be made on a monthly basis per the GEARS Processing Dates schedule (https://www.dhs.wisconsin.gov/gears/gears-proc-pymnt.htm) and based on expenditures submitted by the Grantee on the form required by DHS.
F. Payments to the Grantee shall not exceed the total Agreement award.
G. If DHS determines that payments were made that exceeded allowable costs, the Grantee will be notified and have an opportunity to respond. The Grantee shall either substantiate or refund the amount determined to be in excess within thirty (30) days of the initial notification by DHS. DHS may, at its sole discretion, make such refund by withholding money from future payments due the Grantee, at any time during or after the Agreement period. DHS reserves the right to recover such excess funds by any other appropriate legal means.

Document in Process

DocuSign

Certificate Of Completion

Envelope Id: 3F03AD76BEA64D0FB3F8555D1AC72CA8
Status: Sent
Subject: MP - DePere Health Dept - 2024 DPH Consolidated Contract- 435100-G24-DPHCC24-17 M1
Source Envelope:
Document Pages: 8
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Yvette Smith
1 West Wilson St.
Madison, WI 53703
yvettea.smith@dhs.wisconsin.gov
IP Address: 165.189.255.23

Record Tracking

Status: Original
5/8/2024 11:32:10 AM
Holder: Yvette Smith
yvettea.smith@dhs.wisconsin.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: DHS
Location: DocuSign

Signer Events	Signature	Timestamp
Cody Wagner CodyW.Wagner@dhs.wisconsin.gov Office of Legal Counsel Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Cody Wagner 31F480248CEC464... Signature Adoption: Uploaded Signature Image Using IP Address: 165.189.255.43	Sent: 5/8/2024 11:34:03 AM Viewed: 5/8/2024 12:25:21 PM Signed: 5/8/2024 12:30:56 PM
Chrystal Woller cwoller@deperewi.gov Health Officer/Health Department Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/16/2024 8:10:33 AM ID: c308af43-5153-4021-9998-93d503255d03		Sent: 5/8/2024 12:30:59 PM
Anna Benton anna.benton@dhs.wisconsin.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/8/2024 11:06:14 AM ID: 6c019108-535c-4d51-9b9d-c4ea03a9bceb		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Document In Process

Carbon Copy Events	Status	Timestamp
CARS Contracts DHSCARSContracts@dhs.wisconsin.gov Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/8/2024 11:34:03 AM
DPH Contracts DHSDPHContracts@dhs.wisconsin.gov DPH Contracts Shared Account Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/8/2024 11:34:03 AM
Kelly Burke kburke@deperewi.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/8/2024 12:30:58 PM Viewed: 5/8/2024 12:45:35 PM
Sara Lornson slornson@deperewi.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/8/2024 12:30:58 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/8/2024 11:34:03 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Document In Process

Document Not Yet Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Health Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: DHSContractCentral@dhs.wisconsin.gov

To advise Wisconsin Department of Health Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Health Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Health Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

Document In Process

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.

Document In Process

CITY OF DE PERE

MEMO

To: City Council
From: Chrystal Woller BSN, RN, MBA
Date: 5/14/2024

Re: Recommendation from the Board of Health to approve WI DPH Contract 62109-1 in the amount of $12,509

WI Department of Health Services has awarded De Pere Health Department an additional $300 for the Immunization Consolidated Contract increasing the total amount for that program for a new total of $8,939 in the current fiscal year (1/1/2024 to 12/31/2024). In addition, the Communicable Disease Control and Prevention Consolidated Contact has renewed for the new grant fiscal year (7/1/2024 to 6/30/2025) in the amount of $3,570.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**Health Department**
FROM:	**Chrystal Woller**
SUBJECT:	**Resolution #24-51 Authorizing Agreement for use of Facilities, Resources and Services between the City of De Pere and St. Norbert College, Inc. Department of Conferencing.**

ATTACHMENTS:

- Reso24-51 (PDF)
- St. Norbert College Agreement for Use of Facilities, Resources and Services (PDF)
- Health Dept. Memo _SNC Conferences & Events Contract (PDF)

RESOLUTION #24-51

AUTHORIZING AGREEMENT FOR USE OF FACILITIES, RESOURCES AND SERVICES
BETWEEN THE CITY OF DE PERE AND ST. NORBERT COLLEGE, INC.
DEPARTMENT OF CONFERENCING

WHEREAS, the City's Health Department wishes to collaborate with the Health & Wellness Services Department at St. Norbert College, Inc. (SNC) for a community presentation/discussion on the epidemic of loneliness and isolation; and

WHEREAS, the past cooperative exchange of facilities and services between the parties has proven beneficial for both parties to promote the public interest in the effective and efficient use of limited public resources and for increased public outreach; and

WHEREAS, cooperative events hosted on the SNC campus will not require a reservation fee, but will require the City to enter into the attached Agreement for Use of Facilities, Resources and Services pursuant to the terms and conditions contained therein; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is authorized and directed to execute the attached Agreement for Use of Facilities, Resources and Services between the City of De Pere and St. Norbert College, Inc. Department of Conferencing, together with subsequent renewals as may be required, provided the terms and conditions are substantively similar.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of May, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 05/13/2024

ST. NORBERT COLLEGE, INC.
DEPARTMENT OF CONFERENCING
AGREEMENT FOR USE OF FACILITIES, RESOURCES, AND SERVICES

St. Norbert College, a Catholic liberal arts college embracing the Norbertine ideal of communio, provides an educational environment that fosters intellectual, spiritual and personal development.

PART I

This is an Agreement between St. Norbert College, Inc. Department of Conferencing (hereinafter referred to as "the College" and the party named on line 1 (hereinafter referred to as "Licensee"). In consideration of the mutual covenants and agreements stated in Part I and Part II of this document and all attachments hereto, the parties agree as follows:

I.A. The College hereby grants to Licensee, and Licensee hereby accepts a license to use the College facilities, resources, and services for the purpose of holding an educational conference or event consistent with the College's mission.

I.B. Licensee acknowledges that this Agreement is subject to the maximum and minimum attendance numbers as stated on lines 7 and 8. Inasmuch as the total license fee and the purpose of the use of such facilities are based, in part, upon these attendance figures the College may adjust the terms of this agreement if the actual number of attendees does not fall within this range.

I.C. Licensee shall develop an agenda for conference or event activities. Upon mutual agreement, the College may request a copy of the agenda.

I.D. Any person/entity executing this Agreement expressly warrants that he/she/it is the authorized representative of the party for which he/she/it has signed.

I.E. Terms Agreed Upon:

1. Name of Contracting Party (Licensee): **De Pere Health Department]**
2. Principal Address 335 S Broadway De Pere, W 54115

3. Facilities and services: **Use of St. Norbert College conference facilities and catering services for meetings and events held throughout the current policy year.**

4. Beginning Date: **September 19, 2024** 5. Ending Date: **December 31, 2024**

6. **Fees: Room Rental and catering to be invoiced following the event. To be determined upon event details with a 20% service fee on food and beverage. Please see II E for cancellation policy.**

Requests for additional facilities and services, pending availability, may incur extra charges. See appropriate documents related to room reservations, specifics, and food service contract details.

7. Maximum number of guests: **n/a**
8. Minimum number of guests: **n/a**
9. Revised estimate due: **2 weeks prior to date of event**
10. Guarantee (number of people) due: **5 working days prior to date of event**
11. Exempt from Wisconsin State Sales Tax?_____If yes, tax exemption number:_____

12. Signatures:

For Licensee:
Name:*_____

Title:_____

Date:_____

For College:
Name:_____

Title:_____

Date:_____

I have read and understand Part I, Part II, and all attachments to this Agreement*_____
(Initials of Licensee)

Reservations are not guaranteed until this Agreement is signed and returned to St. Norbert College, Conference and Event Services, Michel's Commons, 100 Grant Street, De Pere, WI 54115-2099.

ST. NORBERT COLLEGE, INC.
DEPARTMENT OF CONFERENCING
AGREEMENT FOR USE OF FACILITIES, RESOURCES AND SERVICES

PART II

WHEREAS, the College in the furtherance of its educational and service mission seeks to encourage the dissemination of information through such educational services, conferences and events; and

WHEREAS, Licensee is desirous of using the College resources and facilities in support of an educational purpose or for the purpose of holding an educational conference or event consistent with the College's mission, and

WHEREAS, to an extent not inconsistent or incompatible with the use of the College facilities and resources for the College purposes, the College desires to make the College resources and facilities available to Licensee.

NOW THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties agree to all terms and conditions outlined in Part I and Part II and all designated attachments thereto and additional terms and conditions as follows:

II.A **Guarantee**

1. Licensee shall provide the College with a revised estimate of the number of guests on or before the date indicated in Part I, line 9 of this Agreement.
2. Licensee shall provide the College with a guarantee on or before the date indicated in Part I, line10 of this Agreement indicating the exact number of persons attending the event.
3. If food service is ordered, the guaranteed number will constitute the basis for determining minimum total charges. Licensee will be charged for the guaranteed or actual attendance, whichever is greater, plus any incidental charges listed in this Agreement and addenda attached hereto. If food service is not ordered, the guaranteed number will be used for logistical purposes only. However, if a larger room is needed, based on guaranteed numbers, this could result in a higher room rental fee.

II.B **Billing***

The license fees shall be paid in the following manner:

1. Post Event:

An invoice for the amount due under this Agreement will be issued within thirty days following the event. Payment is due 30 days after receipt. Licensee agrees to a finance charge of 1% per month on any unpaid balance, and to, in addition, pay all costs and fees associated with collection of any amount due, including actual attorney fees.

2. Taxes:

Licensee is responsible for the payment of all applicable state and federal taxes, which will be added to the post event invoice.

II.C **Additional Resources**

In the event Licensee requires the College resources and facilities to accommodate guests in excess of those reported on its Guarantee, but not more than the maximum attendance figure stated in Part I, line 7, the College may, at its option, make available to Licensee additional facilities and resources to accommodate additional guests. However, Licensee shall pay for additional guests based upon the additional costs to the College directly related to additional guests. This will include additional room rental if applicable.

II.D **Licensee**

It is understood by the parties that this agreement constitutes a license, not a lease, and that the relationship of the parties hereunder is that of licensor and licensee, and not that of landlord and tenant. As such, the College reserves the right to change facility and resource assignments by written notice; provided that the substitute facility and resource assignments are comparable.

II.E **Cancellation**

Cancellations occurring within 3 business days of the scheduled event may be subject to charges for estimated costs. This will include, but is not limited to, room rental, food and beverage costs. This may also include forfeiture of deposits when applicable.

II.F **Termination**

If the facilities are destroyed or damaged by fire or other causes or become unavailable or unusable because of strikes, labor disputes, laws, natural disasters, acts of God or any other cause beyond the reasonable control of the College, without limitation, then the College may elect to terminate this Agreement and return the User's deposit, unless other arrangements can be mutually agreed upon.

II.G **Liability**

The College, it's officers, agents, and employees shall not be liable for any injury to, damage, or loss of personal property resulting from attendance at the event which occurs on or about the licensed resources and facilities caused by the negligence or misconduct of the licensee, it's officers, agents, employees, and/or invitees. The licensee shall defend, indemnify, and hold harmless the College from any and all losses, expenses, demands, actions, suits, claims or liabilities of whatsoever nature as a result of the negligence of its employees, agents, and/or invitees.

St. Norbert College Catering is committed to meeting the needs of guests who have special dietary restrictions (such as a food allergy or intolerance) and recognizes that many of our guests may also adhere to a vegetarian, vegan or other therapeutic diet. *Our Event Services coordinators will guide the organizer of your event assisting in menu selections suggestions for reasonable and safe accommodation for guests. In addition, St. Norbert College will:*

- St. Norbert College Catering will not assume liability for any adverse reactions that may occur in our dining facilities.
- Menu items are prepared in a multi-purpose central commissary kitchen environment; these ingredients may come in contact with items containing allergens; there is always a risk of cross contact in food handling.
- Food manufacturers are not required to inform us of a change in the ingredients and nutritional content of certain food products; there is a potential that their formulation or processing change could alter allergen and/or nutritional information.
- With advance notice, we can generally accommodate guests who must avoid the Big 8 food allergens, as well as gluten. We do not regularly label allergens or ingredients at catered functions but may occasionally label only for the Big 8 allergens, which are:
  - ***milk, eggs, peanuts, tree nuts, fish, crustacean shellfish, wheat, and soy protein***. We will also accommodate gluten intolerance.
- To ensure guest safety, our staff may ***not*** be able to accommodate individual dietary preferences **the day of** the event.
- We are unable to accommodate for therapeutic diets (e.g. diabetic diet, cardiac diet, renal diet, etc.).

II.H **Insurance**

Licensee shall obtain, at its expense, liability insurance in which both the College and Licensee are named as insured with minimum policy limits of one million dollars for personal injuries including death, and one million dollars in aggregate for all property damage, the term of such coverage shall coincide with the term of the Agreement. Said policy of insurance shall contain a provision which states that it cannot be canceled except upon fifteen (15) days written notice to all insured. The College shall be furnished with a copy of said policy or certificate of insurance prior to the effective date of this Agreement.

II.I **Alcoholic Beverages**

It is agreed that the Licensee, its officers, agents, employees, guests, and invitees will indemnify St. Norbert College, Inc; and its affiliated corporations from any & all liability occasioned by the acts of the participants at the event, including those occurring while the participant is under the influence of alcoholic beverages purchased by the Licensee, from the College for the event(s), whether or not the incident occurs at the event or thereafter. Consumption of any and all alcohol is restricted to persons of legal age in the State of Wisconsin.

II.J **Food Removal**

For the safety of our guests and in compliance with Wisconsin Food Code (3-306.14a), any food that has been served (i.e. placed on a buffet or on a guest table) and was not consumed, may not be re-served or removed from the premises.

II. K **Damages and Loss**

In the event the facilities and resources licensed hereunder incur any loss or damage as a result of Licensee's negligence or that of guest(s) of Licensee, the College shall notify Licensee of the damage and the estimate of costs to repair and/or replace the damage. Licensee has 10 days to object to any amount on the estimate. In the event that damage incurred would cause interruption to the operation of the College's business, The College shall have the right to repair damage immediately to continue business operations. The College shall make the repairs and/or replacement of damaged or lost property required to restore it to the condition it was in prior to such damage or loss, and shall provide Licensee with an invoice representing the costs to the College of making said repairs and/or replacement. Said invoice is due and payable upon receipt. Licensee, under this paragraph, is deemed to have accepted the facilities and resources in the condition existing prior to the effective date of this license, excepting therefrom latent, undisclosed defects of which the College had knowledge but did not disclose to Licensee at the time of occupancy or use. Licensee is not liable for losses or damages to the premises due to the negligence of the College.

II.L **Assignment**

This Agreement shall not be assigned by Licensee either in total or part, to others without the prior express written consent of the College.

II.M **Right of Entry**

Notwithstanding anything to the contrary herein, the College reserves the right at all time to control all facilities and resources licensed hereunder, and to enforce all applicable laws, rules, and regulations. Duly authorized representatives of the College may enter the premises to be used any time and on any occasion without any restrictions whatsoever.

II.N **Affiliation**

Except whereby express written permission has been granted, Licensee shall not represent or imply that it is affiliated in any way with St. Norbert College other than as a licensee, and Licensee shall not represent or imply that its activities are endorsed or approved by St. Norbert College.

II.O **Revision**

This Agreement contains all the understandings and agreements of the parties, and may be changed only by an agreement in writing signed by the parties and attached hereto.

II.P **Governance**

The validity, interpretation and effect of the Agreement shall be governed by the laws of the State of Wisconsin. The laws of the State of Wisconsin shall govern all rights, remedies, obligations and liabilities arising pursuant to this Agreement. Licensee is subject to all applicable state and federal laws and the College mission, rules and regulations, including but not limited to those contained in the agreement.

II.Q **Publications**

All written materials, advertising or referring to the College services must be reviewed and approved by Auxiliary Conference and Event Services prior to being mailed.

II.R **Copyright**

Licensee is responsible for complying with copyright law, title 17 of the United States Code

II.S **Limited Use**

Licensee may use only contracted College facilities and equipment, unless prior approval has been obtained through St. Norbert College Event & Conference Services. Under no conditions shall an unauthorized person undertake repair, service or alternation of any College facility or item of College property.

II.T **College Rules and Regulations**

Licensee and Licensee's guests are prohibited from:

A. Possession of illegal substances;
B. Cooking except in designated kitchen areas;
C. Possession of animals, except when required to assist handicapped persons;
D. Tampering with fire system or fire safety equipment;
E. Possession of any weapon, fireworks, or other flammable materials;
F. Disruptive, destructive or dangerous behavior;
G. Possession or consumption of alcohol in public areas, or possession or consumption of alcohol by guests under the age of 21;
H. No fog machines may be used for dances, etc.
I. Smoking, use of e-cigarettes, personal vaporizers, or electronic nicotine delivery systems, smokeless tobacco or use of any other tobacco products is prohibited on St. Norbert College campus. This includes all buildings and campus grounds.

II.U **Event Content**

Licensee agrees that the content of all educational conferences and programs will be consistent with the mission and goals of St. Norbert College.

II. V **TITLE IX AND ANTI-DISCRIMINATION POLICY** - St. Norbert College upholds the sacred dignity of every person. As such, the College is committed to equal opportunity for our students, faculty, and staff, as well as visitors and invited guests. It is the College's policy that no one shall be treated differently on the basis of religion, race, national origin, marital status, sex, sexual orientation, gender identity, disability, and any other protected groups under state and federal laws. The College's Non-Discrimination Policy can be found at https://www.snc.edu/about/non-discrimination-policy.html.

Further, The College takes instances of harassment and discrimination very seriously. The College prohibits all forms of sex discrimination according to Title IX of the Educational Amendment Act, including sexual harassment and gender-based violence. All members of the college community, visitors, and invited guests are held to the same expectations and responsibilities as noted in the College's policy on Sex and Gender Harassment/Discrimination, found online at https://www.snc.edu/titleix/docs/sexual-misconduct-policy.pdf.

Concerns and potential violations should be reported to the appropriate supervisors or to the Title IX Coordinator. The College will address all known concerns and swiftly address any and all violations of College policies. For more information, visit https://www.snc.edu/titleix/.

CITY OF DE PERE

MEMO

To: City Council
From: Chrystal Woller BSN, RN, MBA
Date: 5/14/2024

Re: Recommendation from the Board of Health to approve the SNC Service Agreement for Use of Facilities

---

The Health Department is planning to collaborate with SNC Health & Wellness Services to offer a community presentation/discussion on the epidemic of loneliness and isolation. This contract is a standard agreement utilized by the college for anyone who hosts events on campus. The room charge is being waived due to the collaboration with a campus department; however, the contract and proof of insurance needs to be provided to secure the space.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Resolution #24-52 Awarding Official City Newspaper Contract.**

ATTACHMENTS:

- Reso24-52 (PDF)
- Exhibit A - 2024 bid (PDF)
- Publication Deadlines - 2024 bid (PDF)

RESOLUTION #24-52
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 2024-2025 contract year in accordance with its sole effective bid. A copy of such bid is attached and incorporated herein 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 21st day of May, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

04.30.24

HYPERLOCAL 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 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	$0.7291	$0.5761
2	$1.5328	$1.2110
3	$2.3357	$1.8453
4	$3.1394	$2.4803
5	$3.9423	$3.1146
6	$4.7459	$3.7496

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

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Kathy Blumenfeld, Secretary
Jana Steinmetz, Administrator

December 12, 2023

KEEP THIS DOCUMENT FOR YOUR RECORDS

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

2024 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, 2024 through December 31, 2024.

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:	10,372	**Telephone:**	(920) 499-1200
Circulation Adjust:	15%	**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.

Font(s)	Point Size	Alphabet Length	Column Width	Font Base	ADJUSTED RATES First Insert	ADJUSTED RATES Subsqt Insert
Arial	6	72	9.00	0.8630	0.9924	0.7841
Arial	6	72	18.92	1.8142	2.0864	1.6483
Arial	6	72	28.83	2.7645	3.1791	2.5117
Arial	6	72	38.75	3.7157	4.2730	3.3759
Arial	6	72	48.66	4.6660	5.3658	4.2393
Arial	6	72	58.58	5.6172	6.4597	5.1036
Arial	7	84	9.00	0.7397	0.8507	0.6721
Arial	7	84	18.92	1.5550	1.7883	1.4129
Arial	7	84	28.83	2.3696	2.7250	2.1529

2017–18 Wisconsin Statutes updated through 2019 Wis. Act 186 and through all Supreme Court and Controlled Substances Board Orders filed before and in effect on December 1, 2020. Published and certified under s. 35.18. Changes effective after December 1, 2020, are designated by NOTES. (Published 12–1–20)

Arial	7	84	38.75	3.1849	3.6626	2.8937
Arial	7	84	48.66	3.9994	4.5993	3.6337
Arial	7	84	58.58	4.8147	5.5369	4.3745
Arial	8	98	9.00	0.6340	0.7291	0.5761
Arial	8	98	18.92	1.3329	1.5328	1.2110
Arial	8	98	28.83	2.0310	2.3357	1.8453
Arial	8	98	38.75	2.7299	3.1394	2.4803
Arial	8	98	48.66	3.4280	3.9423	3.1146
Arial	8	98	58.58	4.1269	4.7459	3.7496
Arial Bold	6	78	9.00	0.7966	0.9161	0.7238
Arial Bold	6	78	18.92	1.6747	1.9259	1.5215
Arial Bold	6	78	28.83	2.5518	2.9346	2.3185
Arial Bold	6	78	38.75	3.4299	3.9444	3.1163
Arial Bold	6	78	48.66	4.3070	4.9531	3.9132
Arial Bold	6	78	58.58	5.1851	5.9628	4.7110
Arial Bold	7	90	9.00	0.6904	0.7940	0.6273
Arial Bold	7	90	18.92	1.4514	1.6691	1.3187
Arial Bold	7	90	28.83	2.2116	2.5433	2.0094
Arial Bold	7	90	38.75	2.9726	3.4184	2.7008
Arial Bold	7	90	48.66	3.7328	4.2927	3.3915
Arial Bold	7	90	58.58	4.4937	5.1678	4.0828
Arial Bold	8	108	9.00	0.5753	0.6616	0.5227
Arial Bold	8	108	18.92	1.2095	1.3909	1.0989
Arial Bold	8	108	28.83	1.8430	2.1194	1.6745
Arial Bold	8	108	38.75	2.4771	2.8487	2.2506
Arial Bold	8	108	48.66	3.1106	3.5772	2.8262
Arial Bold	8	108	58.58	3.7448	4.3065	3.4024
Arial Bold Italic	6	78	9.00	0.7966	0.9161	0.7238
Arial Bold Italic	6	78	18.92	1.6747	1.9259	1.5215
Arial Bold Italic	6	78	28.83	2.5518	2.9346	2.3185
Arial Bold Italic	6	78	38.75	3.4299	3.9444	3.1163
Arial Bold Italic	6	78	48.66	4.3070	4.9531	3.9132
Arial Bold Italic	6	78	58.58	5.1851	5.9628	4.7110
Arial Bold Italic	7	90	9.00	0.6904	0.7940	0.6273
Arial Bold Italic	7	90	18.92	1.4514	1.6691	1.3187
Arial Bold Italic	7	90	28.83	2.2116	2.5433	2.0094
Arial Bold Italic	7	90	38.75	2.9726	3.4184	2.7008
Arial Bold Italic	7	90	48.66	3.7328	4.2927	3.3915
Arial Bold Italic	7	90	58.58	4.4937	5.1678	4.0828
Arial Bold Italic	8	108	9.00	0.5753	0.6616	0.5227
Arial Bold Italic	8	108	18.92	1.2095	1.3909	1.0989
Arial Bold Italic	8	108	28.83	1.8430	2.1194	1.6745
Arial Bold Italic	8	108	38.75	2.4771	2.8487	2.2506
Arial Bold Italic	8	108	48.66	3.1106	3.5772	2.8262
Arial Bold Italic	8	108	58.58	3.7448	4.3065	3.4024
Arial Italic	6	72	9.00	0.8630	0.9924	0.7841
Arial Italic	6	72	18.92	1.8142	2.0864	1.6483
Arial Italic	6	72	28.83	2.7645	3.1791	2.5117
Arial Italic	6	72	38.75	3.7157	4.2730	3.3759
Arial Italic	6	72	48.66	4.6660	5.3658	4.2393
Arial Italic	6	72	58.58	5.6172	6.4597	5.1036
Arial Italic	7	84	9.00	0.7397	0.8507	0.6721
Arial Italic	7	84	18.92	1.5550	1.7883	1.4129
Arial Italic	7	84	28.83	2.3696	2.7250	2.1529
Arial Italic	7	84	38.75	3.1849	3.6626	2.8937
Arial Italic	7	84	48.66	3.9994	4.5993	3.6337

Arial Italic	7	84	58.58	4.8147	5.5369	4.3745
Arial Italic	8	98	9.00	0.6340	0.7291	0.5761
Arial Italic	8	98	18.92	1.3329	1.5328	1.2110
Arial Italic	8	98	28.83	2.0310	2.3357	1.8453
Arial Italic	8	98	38.75	2.7299	3.1394	2.4803
Arial Italic	8	98	48.66	3.4280	3.9423	3.1146
Arial Italic	8	98	58.58	4.1269	4.7459	3.7496

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 **$0.9493** first insert and **$0.7499** 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:	**$0.9493**	
8,0000 or less	0%	$0.9493
8,001-12,000	15%	$1.1046
12,001-16,000	30%	$1.2600
16,001-20,000	45%	$1.4153
20,001-24,000	60%	$1.5707
24,001 and up	75%	$1.7260
Subsequent Insert:	**$0.7499**	
8,0000 or less	0%	$0.7499
8,001-12,000	15%	$0.8726
12,001-16,000	30%	$0.9953
16,001-20,000	45%	$1.1180
20,001-24,000	60%	$1.2407
24,001 and up	75%	$1.3635

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

Attachment
Chapter 985

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	09/28/2023
4. Issue Frequency	**5. Number of Issues Published Annually**	**6. Annual Subscription Price**
WEEKLY	52	59.00

7. Complete Mailing Address of Known Office of Publication *(Not printer) (Street, city, county, state, and ZIP+4®)*
310 W WALNUT STREET 4TH FLOOR GREEN BAY, WI 54303 (BROWN COUNTY)

Contact Person
MIKE HOLLIHAN

Telephone *(Include area code)*
(920) 265-4872

8. Complete Mailing Address of Headquarters or General Business Office of Publisher *(Not printer)*
310 W WALNUT STREET 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 970 FURMAN DRIVE WAUPACA, WI 54981

Editor *(Name and complete mailing address)*
KRIS LEONHARDT 310 W WALNUT STREET 4TH FLOOR GREEN BAY, WI 54303

Managing Editor *(Name and complete mailing address)*
MIKE HOLLIHAN 310 W WALNUT STREET 4TH FLOOR GREEN BAY, WI 54303

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 COUNTY PUBLISHING	310 W WALNUT STREET 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 THE PRESS TIMES			14. Issue Date for Circulation Data Below 09/22/2023	
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)*				
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)	263	232
	(2)	Mailed In-County Paid Subscriptions Stated on PS Form 3541 *(Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)*	9559	9148
	(3)	Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®	550	560
	(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)]* ▶			10372	9940
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)	2645	0
	(4)	Free or Nominal Rate Distribution Outside the Mail *(Carriers or other means)*	100	100
e. Total Free or Nominal Rate Distribution *(Sum of 15d (1), (2), (3) and (4))*			2745	100
f. Total Distribution *(Sum of 15c and 15e)* ▶			13017	10040
g. Copies not Distributed *(See Instructions to Publishers #4 (page #3))* ▶			150	150
h. Total *(Sum of 15f and g)*			13267	10190
i. Percent Paid *(15c divided by 15f times 100)* ▶			79.07%	99.00%

* 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 ▶	00	00
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 10/13/2023 issue of this publication. ☐ Publication not required.

18. Signature and Title of Editor, Publisher, Business Manager, or Owner	Date
[signature]	9/28/23

I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).

Statement of Ownership and Circulation

11. Bondholders: Nicolet National Bank, 111 N Washington St. Green Bay, WI 54301

Owners: As of June 21, 2021 the holders of 1% or more of the outstanding common stock of Brown County Publishing, LLC:

Wood, Patrick	404 Maxwell Drive, Pittsburgh, PA 15236
Wood, Christopher	461 Polaris Road, Green Bay, WI 54302
Wood, Thomas	1800 E Robin Way Suite I Appleon, WI 54915
Wood, Rebecca	2130 Lost Dauphin Road #2-South, De Pere, WI 54115
Wood, Daniel	360 Riverside Drive, Apt. 8C, New York, NY 10025-2750
Hollihan, Michael	4393 Trent Drive, Green Bay, WI 54313
Wood, David	1833 Lilac Lane, Green Bay, WI 54302
Wood, Nicholas	3651 Bay Settlement Road, Green Bay, WI 54311
Pietsch, Francis	589 Green Bay Road, P.O. Box 253, Denmark, WI 54208
Pietsch, Mary	589 Green Bay Road, P.O. Box 253, Denmark, WI 54208
Wood, Carole A., Trustee, Wood Family Trust, Dtd. 8/23/92	1833 Lilac Lane, Green Bay, WI 54302

Liberty Mutual. SURETY

VERIFICATION CERTIFICATE FOR INDEFINITE TERM BOND

The Ohio Casualty Insurance Company, Surety upon:

a certain Bond No.: 32S615474

Cross Ref Bond No.:

dated effective: July 6, 2021

on behalf of: Brown County Publishing, Inc.

and in favor of: City of De Pere

Amount of bond: $1,000.00

Description of bond: Publishing

Current Bond Term: July 6, 2023 to July 6, 2024

and that the said bond remains in effect, subject to all its agreements, conditions and limitations, and ends only with the cancellation of said bond or other legal termination.

Signed and dated on: April 17, 2024

Surety Name: The Ohio Casualty Insurance Company

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

By: Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

Agency Name: TARTAN INSURANCE AGENCY, INC.

Agency Address: 2150 Memorial Dr. Suite 103, Green Bay, WI 54303

Agency Telephone: (920) 494-7421

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual SURETY

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: Brown County Publishing, Inc.
Agency Name: TARTAN INSURANCE AGENCY, INC. Bond Number: 32S615474
Obligee: City of De Pere
Bond Amount: ($1,000.00) One Thousand Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Timothy A. Mikolajewski** in the city and state of **Seattle, WA**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 28th day of March, 2021.

The Ohio Casualty Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 28th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 17th day of April, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

May 2024

June 2024

Su	Mo	Tu	We	Th	Fr	Sa
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	1 Legals 9am	2	3	4
5 Cinco de Mayo	6	7	8 Legals 9am	9 Ascension of Jesus	10	11
12 Mother's Day	13	14	15 Legals 9am	16	17	18
19 Pentecost	20	21	22 Legals 9AM	23	24	25
26	27 Memorial Day	28	29 Legals 9am	30	31	1

© Calendar-12.com

June 2024

July 2024

Su	Mo	Tu	We	Th	Fr	Sa
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31	1
2	3	4	5 Legals 9am	6	7	8
9	10	11	12 Legals 9am	13	14 Flag Day	15
16 Father's Day	17	18	19 Juneteenth Legals 9am	20	21	22
23	24	25	26 Legals 9am	27	28	29
30	1	2	3	4 Independence Day	5	6

© Calendar-12.com

July 2024

August 2024

Su	Mo	Tu	We	Th	Fr	Sa
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	1	2 9am Legals	3	4 Independence Day	5	6
7	8	9	10 Legals 9am	11	12	13
14	15	16	17 Legals 9am	18	19	20
21	22	23	24 Legals 9am	25	26	27
28	29	30	31 Legals 9am	1	2	3

© Calendar-12.com

August 2024

September 2024

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	1	2	3
4	5	6	7 Legals 9am	8	9	10
11	12	13	14 Legals 9am	15 Assumption of the Blessed Virgin Mary	16	17
18	19	20	21 Legals 9am	22	23	24
25	26	27	28 Legals 9am	29	30	31

© Calendar-12.com

September 2024

October 2024

Su	Mo	Tu	We	Th	Fr	Sa
29	30	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Labor Day	3	4 Legals 9am	5	6	7
8 Grandparents Day	9	10	11 Legals 9am	12	13	14
15	16	17	18 Legals 9am	19	20	21
22	23	24	25 Legals 9am	26	27	28
29	30	1	2	3	4	5

© Calendar-12.com

October 2024

November 2024

Su	Mo	Tu	We	Th	Fr	Sa
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	1	2 Legals 9am	3	4	5
6	7	8	9 Legals 9am	10	11	12
13	14 Columbus Day	15	16 Legals 9am	17	18	19
20	21	22	23 Legals 9am	24	25	26
27	28	29	30 Legals 9am	31 Halloween	1 All Saints' Day	2

© Calendar-12.com

November 2024

December 2024

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1 All Saints' Day	2
3 Daylight Saving Ends	4	5	6 Legals 9am	7	8	9
10	11 Veterans Day	12	13 Legals 9am	14	15	16
17	18	19	20 Legals 9am	21	22	23
24	25	26 Legals 9am	27	28 Thanksgiving Day	29 Black Friday	30

© Calendar-12.com

December 2024

January 2025

Su	Mo	Tu	We	Th	Fr	Sa
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4 Legals 9am	5	6	7
8	9 The Immaculate Conception of The Blessed Virgin Mary	10	11 Legals 9am	12	13	14
15	16	17	18 Legals 9am	19	20	21
22	23 PRESS Times will not be publishing a paper this week	24	25 Christmas	26	27	28
29	30 Legals 9am	31 New Year's Eve	1 New Year's Day	2	3	4

© Calendar-12.com

January 2025

February 2025

Su	Mo	Tu	We	Th	Fr	Sa
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	1

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31	1 New Year's Day	2	3	4
5	6 Epiphany	7	8 Legals 9am	9	10	11
12	13	14	15 Legals 9am	16	17	18
19	20 Birthday of Martin Luther King, Jr.	21	22 Legals 9am	23	24	25
26	27	28	29 Legals 9am	30	31	1

© Calendar-12.com

February 2025

March 2025

Su	Mo	Tu	We	Th	Fr	Sa
23	24	25	26	27	28	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31	1
2	3	4	5 Legals 9am	6	7	8
9 Super Bowl Sunday	10	11	12 Legals 9am	13	14 Valentine's Day	15
16	17 Washington's Birthday (Presidents' Day)	18	19 Legals 9am	20	21	22
23	24	25	26 Legals 9am	27	28	1

© Calendar-12.com

March 2025

April 2025

Su	Mo	Tu	We	Th	Fr	Sa
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	1	2	3

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
23	24	25	26	27	28	1
2	3	4	5 Ash Wednesday Legals 9am	6	7	8
9 Daylight Saving Starts	10	11	12 Legals 9am	13	14	15
16	17 Saint Patrick's Day	18	19 Legals 9am	20	21	22
23	24	25	26 Legals 9am	27	28	29
30	31	1 April Fool's Day	2	3	4	5

© Calendar-12.com

April 2025

May 2025

Su	Mo	Tu	We	Th	Fr	Sa
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1 April Fool's Day	2 Legals 9am	3	4	5
6	7	8	9 Legals 9am	10	11	12
13 Palm Sunday	14	15	16 Legals 9am	17 Maundy Thursday	18 Good Friday	19
20 Easter	21	22 Earth Day	23 Legals 9am	24	25	26
27	28	29	30 Legals 9am	1	2	3

© Calendar-12.com

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Appointment to Commission on Aging by Mayor Boyd.**

ATTACHMENTS:

- Appointment Memo_May 21 2024 (PDF)

Memo City of De Pere

To: City Council Members
From: James Boyd, Mayor
Subject: Appointment to the Commission on Aging
Date: May 21, 2024 (meeting date)

I am submitting the following name for appointment at the May 21, 2024 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have an issue with the appointment.

Glenn Lehnert

Age: 77
De Pere Resident: 55 years
Retired Educator
Unified School District of De Pere: 40 years
Married: Former Judy DeBoth

De Pere Alderperson: 10 years
Board of Public Works and Park Commission
Brown County Supervisor: 6 years

De Pere High School golf and tennis head coach: 30 years
De Pere Middle School football head coach: 10 years

De Pere Education Association President: 10 years

De Pere Mens Club Member: 6 years

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 21, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**