



Common Council

Regular Meeting

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

Agenda

Tuesday, May 21, 2019

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **May 21, 2019** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

This meeting can be viewed LIVE on Spectrum Cable Channel 4; AT&T U-verse Channel 99; www.depere.tv. This meeting is also rebroadcast on TV throughout the week and available on demand at www.depere.tv.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the May 7, 2019 Common Council meeting.
4. Public Hearing on the Rezoning of Parcels WD-1831 through WD-1838 and WD-L183-1-1 (located on Southbridge Road at Lawrence Drive).
 - a. Notice of Public Hearing.
 - b. Recommendation from the Plan Commission
Ordinance #19-13 Rezoning Certain Property (Parcels WD-1831 through WD-1838 & WD-L183-1-1).
5. Public Hearing Exercising Special Assessment Powers for sanitary sewer system on Parkview Road from Ashwaubenon Creek to Ashland Avenue is scheduled for 7:35 p.m. or soon thereafter.
 - a. Notice of Public Hearing.
 - b. Recommendation from the Board of Public Works.
 - c. Resolution #19-49 Final Resolution Authorizing sanitary sewer system construction and levying special assessments against benefited property (Parkview Road from Ashwaubenon Creek to Ashland Avenue).
6. Public comment upon matters not on the agenda and other announcements.
7. Presentation by LifeQuest Services Regarding Billing Services Provided to Fire Department.
8. Presentation on the Status of the Southern Bridge Project
9. Recommendation of the Finance/Personnel Committee to Accept a \$500 Grant Stipend from Children's Hospital of Wisconsin & Affiliates to Purchase a Pediatric Intubation Training Head for Fire Department.
10. Recommendation of the Finance/Personnel Committee to approve request for funds from undesignated reserves to repair the Air Handler for City Hall in the amount of \$6,520.

11. Recommendation from Plan Commission to approve a Proposed Extraterritorial Four Lot Certified Survey Map at 4609 Cottonwood Lane in the Town of Ledgeview (Parcel D-2027). Submitted by Steven M. Bieda, PLS, Mau & Associates LLP, authorized representative for Ryan Radue, Seville Properties LLC, property owner.
12. Recommendation from the Board of Public Works to approve award of Contract 19-07 Asphalt, Curb, and Sewer Repair to Northeast Asphalt, Inc. in the amount of \$650,543.13
13. Recommendation from the Board of Public Works to reject all bids for Project 19-04 James Street Reconstruction & Streetscape
14. Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for ESales Inc (DBA Pasquales), 305 Main Av. Submitted by ESales Inc, Agent: Tye Hartwell, De Pere, WI.
15. Recommendation from the License Committee on renewal applications for the licensing period of July 1, 2019 to June 30, 2020.
 - 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
 - D. Class "B" Fermented Malt Beverage/"Class B" Reserve Intoxicating Liquor Licenses
16. Ordinance #19-14 Repealing Sections 8-3, 8-17 and 8-21 De Pere Municipal Code Regarding Smoking and Tobacco Regulations and Creating New Section 8-3, Smoking, Vapor Product and Tobacco Regulations.
17. Ordinance #19-15 Repealing Section 8-8 De Pere Municipal Code Regarding Injury to Animals and Creating Section 86-8 Regarding Miscellaneous Animal Regulations.
18. Resolution #19-50 Authorizing Third Amendment to Agreement Between the City of De Pere and Graef-USA, Inc. (James Street Streetscape Design Services).
19. Resolution #19-51 Approving Agreement for HVAC Preventative Maintenance Between the City of De Pere and Hurckman Mechanical Industries, Inc.
20. Resolution #19-52 Authorizing Amendment to Agreement Between the City of De Pere, the Town (Now Village) of Allouez and the Green Bay Metropolitan Sewerage District Regarding Connection to Facilities.
21. Resolution #19-53 Authorizing Agreement for Contractor Services Between the City of De Pere and Raiserite Concrete Lifting, Inc. (Concrete Grinding - Sidewalk).
22. Resolution #19-54 Authorizing Agreement for Contractor Services Between the City of De Pere and Badger Concrete Lifting, LLC (Mudjacking – Curb & Gutter and Sidewalk).
23. Resolution #19-55 Amending Section 6.4 of the City of De Pere Employee Policy Manual Regarding Compensatory Time/Administrative Time.
24. Resolution #19-56 Approving the Creation of Police Technical Support Analyst Position and Corresponding Compensation Plan Grade Level Assignment.
25. Resolution #19-57 Awarding Official City Newspaper Contract.
26. Resolution #19-58 Approving Robert W. Baird & Co., Incorporated as Underwriter for City Debt Issuances.

27. Resolution #19-59 Resolution Establishing Non-Lapsing Funds as of December 31, 2018.
28. Operator license applications.
29. Voucher approval.
30. Future Agenda Items.
31. Consideration and possible action regarding the proposed redevelopment of 123 N. Broadway Street (ED-769) submitted by Tadych Investment Partners, LLC (TIP LLC).

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

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Steven M. Bieda, Mau & Associates
Ryan Radue, Seville Properties
Johnny E Leonard
Town of Lawrence
WI Dept of Transportation
Paul D & Kim M Lemberger
Cornelis D & Paula L Bavinck
Ryan P & Dawn M Williams
Benjamin L Seaquist & Stacy P Schall
Kurt & Michelle Cichy
Stuart & Ronda Brink
Thomas J & Amanda L Shefchik
Doreen Martin
Mark M & Jodi L Kerscher
Randy & Jennifer Hammer
Joshua R & Julie M Nolan
Mark L & Michelle L Whittemore
John F & Sally A Driscoll
Bernard R & Laura A Sinclair
Stephen J & Susan Soderlund
Dominic A & Stephanie A Reinerio

Crosspoint Church Inc
South Bridge Properties LLC
Best Built Inc
Paul & Susan Bougie
David N Collins
Tye Hartwell
Matt Olson
Sharada Adhikari
Kathleen Schmaltz
Bishnu P Adhikari
Jeffrey Allen Daffner
Kerry Counard
Andrew Krans
Greg DeCleene
Gail Kozlovsky
Blake Johnston
Kevin Osadjan
Chad L. Nehring
Elizabeth A Vandeyacht
Kevin A Bauer
Leslie Conard
Thomas M Nick
Raymond Hoffman
Ronald Evans
Anthony Joseph Oczus
William J Schleis
Terrie DuBois
Denise A Gajeski
McKim T Boyd
Paul Bakken



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the May 7, 2019 Common Council meeting.

ATTACHMENTS:

- 5-7-19 Common Council Minutes_Draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, May 7, 2019

7:30 PM

De Pere City Hall Council Chambers

1. Call to Order. The meeting was called to order at 7:30 PM by Mayor Michael J. Walsh.

Attendee Name	Title	Status	Arrived
Michael J. Walsh	Mayor	Present	
James Boyd	Aldersperson	Present	
Dan Carpenter	Aldersperson	Present	
Scott Crevier	Aldersperson	Present	
Jonathon Hansen	Aldersperson	Present	
Ryan Jennings	Aldersperson	Present	
Amy Chandik Kundinger	Aldersperson	Present	
Casey Nelson	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	

2. Approval of the Minutes of the April 16, 2019 Common Council Meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Aldersperson
SECONDER:	Dan Carpenter, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch

3. Pledge of Allegiance to the Flag.
4. Public comment upon matters not on the agenda and other announcements.

Aldersperson Hansen congratulated Poppy Avenue Clean Beauty Bar on their grand opening event. Aldersperson Jennings thanked all those who helped with clean up efforts after the fire at 100 S. Broadway. He has been very impressed with how the community has come together and supported everyone affected by the fire. Definitely De Pere has established a fund to help the roughly 20 residents who have lost their homes. He encouraged anyone who wants to contribute to contact Definitely De Pere.

5. Recommendation from the License Committee on the following renewal applications for the licensing period of July 1, 2019 to June 30, 2020:

A. Class "A" Fermented Malt Beverage/"Class A" Cider Licenses

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Aldersperson
SECONDER:	Dan Carpenter, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson, Raasch

B. Class "B" Fermented Malt Beverage Licenses

Attachment: 5-7-19 Common Council Minutes_Draft (8297 : Approval of the minutes of the May 7, 2019 Common Council meeting.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson, Raasch

C. Class "B" Fermented Malt Beverage/"Class C" Wine licenses

Alderperson Boyd moved, seconded by Alderperson Carpenter to approve application #1. Upon vote, motion carried unanimously. Alderperson Boyd moved, seconded by Alderperson Hansen to approve application #2 subject to document sign off by the Chief of Police. Upon vote, motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson, Raasch

6. Confirmation of appointment of Tony Fietzer to Office of Street Superintendent.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson, Raasch

7. Recommendation from the Finance/Personnel Committee to Approve Emergency Repair for 11 foot Lawn Mower in Park Department in the Amount of \$10,050, to be Funded from Undesignated Reserves.

Alderperson Carpenter requested that staff check and report back whether the mower was possibly not working when it was put away last fall; if that was the case then the repairs could have been funded from the budget. Parks Director Marty Kosobucki responded that he will look into it.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson, Raasch

8. Recommendation from the Board of Park Commissioners to Approve \$4,000 Sponsorship from Tweet Garot for Beer Garden.

Parks Director Marty Kosobucki explained that the beer garden sponsor will get name recognition on banners and marketing materials. The funding contributes to some of the hard costs such as the tent and musician fees. He reported that their fundraising goal was \$1,000 per event.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson, Raasch

9. Recommendation from the Board of Park Commissioners to Approve \$500 Donation from Greta Johnson for Recreation Scholarship Fund.

Alderperson Crevier inquired about the balance in the scholarship fund account, and expressed concern that there is too much money not being used. Parks Director Marty Kosobucki explained that the funds are distributed in three main ways: family pool

memberships, baseball/softball/soccer fees, and general year-round programming. The first two categories will use up a large portion of the balance. Alderperson Hansen thanked Communications Specialist Andy Pantzlaff for his work on the City's social media accounts, because this donor found out about the scholarship program through a City Facebook post.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson, Raasch

10. Consideration of a request from Ald. Hansen for the City Council to establish a budget amount for the future reconstruction of VFW pool and Legion pool to include the establishment of a rough goal for fundraising that can be factored into the total budget.

Alderperson Hansen provided an overview of his request, explaining that it was the result of questions from the public.

Mayor Walsh spoke about fundraising goals, stating that if the pools continue to be an issue it might make it more difficult to recruit donors. He recommended setting a timeframe rather than a specific dollar amount. At the request of Council, he reached out to surrounding communities and the leaders of Lawrence, Ledgeview and Allouez expressed willingness to bring it to their boards.

Discussion followed on the work that the Park Board has been doing.

Finance Director-Treasurer Joe Zegers and City Administrator Larry Delo spoke about bonding and borrowing options.

Parks Director Marty Kosobucki confirmed that the VFW pool design plan was approved with a few minor changes, and that the Legion Pool design will come back to Park Board with revisions. He reported that demolition at VFW is probably two or three weeks out.

RESULT:	DEFEATED [7 TO 1]
MOVER:	Dean Raasch, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Carpenter, Crevier, Jennings, Kunding, Nelson, Raasch
NAYS:	Jonathon Hansen

11. Ordinance #19-11 Amending Section 30-2(h) Regarding Sale of Alcohol in City Parks and 106-4(c)(7)c. De Pere Municipal Code Regarding Mobile Food Establishment Zoning/Location Restrictions.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson, Raasch

12. Ordinance #19-12 Correcting Section 10-9 De Pere Municipal Code Regarding Membership Size of Board of Review.

Alderperson Nelson asked whether Board of Review members are paid. City Attorney Judy Schmidt-Lehman reported that they are paid per diem as required by state statute.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson, Raasch

13. Resolution #19-41 Supporting Assembly Bill 18 and 2019 Senate Bill 9 and Urging State Legislature to Enact.

Alderperson Crevier stated that he doesn't know that he understands these issues well enough to vote, and is not sure if urging legislators via resolution to take action is effective, so he will abstain from voting.

Discussion followed regarding support for the bill and potential costs connected to the change.

RESULT:	ADOPTED [5 TO 2]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Boyd, Hansen, Jennings, Kunding, Nelson
NAYS:	Dan Carpenter, Dean Raasch
ABSTAIN:	Scott Crevier

14. Resolution #19-42 Approving Revised Classification and Compensation Plan Grade Level for Parks, Recreation & Forestry Director.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson, Raasch

15. Resolution #19-43 Authorizing Full Service Agreement for Beverage Coin Vendor (Green Bay Seven-Up Bottling Company, Inc.).

Council members and staff discussed bouts of vandalism to the vending machines at Bomier, Legion and VFW that prompted the vendor to exclude those locations from the bid.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson, Raasch

16. Resolution #19-44 In Support of Closing the Dark Store and Walgreens Property Tax Loopholes and Stopping Tax Shift.

Mayor Walsh noted that this agenda item, as well as the resolutions that follow, have been brought forward at the request of the League of Wisconsin Municipalities.

RESULT:	ADOPTED [7 TO 1]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson
NAYS:	Dean Raasch

17. Resolution #19-45 In Support of Fixing the State's Transportation Funding Shortfall and Increasing Local Transportation Aids.

RESULT:	ADOPTED [6 TO 1]
MOVER:	James Boyd, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Boyd, Carpenter, Hansen, Jennings, Kunding, Nelson
NAYS:	Dean Raasch
ABSTAIN:	Scott Crevier

18. Resolution #19-46 Supporting Increased Levy Limit Flexibility.

Alderperson Raasch stated he has had a conversation with one of our state legislators about our state's reliance on property taxes as a funding mechanism for municipalities. He feels that issue is more important than increasing levy limit flexibility and shared revenue increases. Discussion followed about ways to work with the legislature and Governor to forward issues that are important to the City.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Hansen, Jennings, Kunding, Nelson
NAYS:	Dean Raasch
ABSTAIN:	Scott Crevier

19. Resolution #19-47 Supporting Shared Revenue Funding Increase.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Boyd, Carpenter, Hansen, Jennings, Kunding, Nelson
NAYS:	Dean Raasch
ABSTAIN:	Scott Crevier

20. Appointments and Re-appointments to Boards and Commissions by Mayor Walsh

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson, Raasch

21. Voucher Approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson, Raasch

22. Operator License Applications.

Alderperson Boyd moved, seconded by Alderperson Hansen to approve Previously Tabled applications #1-2. Upon vote, motion carried unanimously. Alderperson Boyd moved, seconded by Alderperson Carpenter to approve New Operator applications #1-5 and #7-12. Upon vote, motion carried unanimously. Alderperson Boyd moved, seconded by Alderperson Hansen to table New Operator application #6. Upon vote, motion carried unanimously. Alderperson Boyd moved, seconded by Alderperson Carpenter to approve Temporary Operator applications #1-10. Upon vote, motion carried unanimously.

23. Update and Possible Action on Order Granting Plaintiff's Motion for Summary Judgment in Hope Lutheran Church et.al. v. City of De Pere.

Alderperson Crevier moved, seconded by Alderperson Raasch to close the meeting at 8:31 PM. Upon vote, motion carried unanimously.

Alderperson Raasch moved, seconded by Alderperson Jennings to open the meeting at 9:00 PM. Upon vote, motion carried unanimously.

Alderperson Raasch moved, seconded by Alderperson Crevier to not appeal the court's decision. Upon vote, motion carried with Alderperson Nelson voting nay.

24. Future Agenda Items.

Alderperson Carpenter asked Public Works staff to reevaluate the spring grass/brush curbside pickup schedule to possibly extend it out further in the future, due to weather trends in recent years.

Alderperson Hansen requested that staff follow up with the owners of the old De Pere library building on Main Ave regarding their plans to repair and reinstall the cupola that was removed from the roof last year.

Alderperson Jennings asked staff to initiate a discussion with Definitely De Pere about re-locating the Farmer's Market in light of the recent fire at 100 S Broadway. The parking lot that is currently used for the market will be needed for demolition/debris removal and equipment.

25. Adjournment.

Alderperson Crevier moved, seconded by Alderperson Nelson to adjourn to adjourn the meeting at 9:04 PM. Upon vote, motion carried unanimously.

Respectfully submitted,



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Ordinance #19-13 Rezoning Certain Property (Parcels WD-1831 through WD-1838 & WD-L183-1-1).

On April 22, 2019, the Plan Commission unanimously recommended approval of the rezoning and general development plan with a vote of 6-0.

One resident spoke at the Plan Commission meeting, inquiring about setbacks and confirmation that twindominiums are owned and not apartments, which the developer confirmed and the resident was satisfied.

The day following the Plan Commission recommendation, staff received an email from another resident that objected the rezoning petition. A copy of the email is included with the attachments.

ATTACHMENTS:

- Ord19-13 (DOCX)
- Public Hearing Notice - Southbridge Road (DOCX)
- Report to Plan Commission - Rezoning WD-1831 & WD-L183-1-1 from R-1 PDD to R-2 PDD (DOCX)
- Application Form (PDF)
- Map of Rezoning Parcels with Street Names (DOCX)
- General Development Plan - Southbridge Condos (PDF)
- Property Rezoning at 1881 Southbridge Road (MSG)
- Legal Descriptions (PDF)

ORDINANCE #19-13
 REZONING CERTAIN PROPERTY
 (Parcels WD-1831 through WD-1838 & WD-L183-1-1)

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 for the property described below and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 21st day of May, 2019 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:

Parcel WD-L183-1-1

All of Outlot 1, Volume 48 of Certified Survey Maps, Page 187, Map Number 7138, Document Number 2137653, located in Government Lot 2, Section 6, T22N-R20E, City of De Pere, Brown County, Wisconsin.

shall be and the same are hereby rezoned from the present zoning classification of R-1 PDD, Single Family Residence District with Planned Development District overlay, to R-1, Single Family Residence District, as set forth in and regulated by the provisions of §14-38 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:

Parcels WD-1831 through WD-1838

All of the Fields Condominiums, A Land Only Condominium, First Addendum, (Volume 5, Condo Plats, Page 152, Document No. 2390219) being all of Lots 1, 2, 3 & 4, Volume 50,

Certified Survey Maps, page 275, Map Number 7407, Document Number 2226006, Brown County Records, and part of Lot 2, Volume 48, Certified Survey Maps, page 187, Map Number 7138, Document Number 2137653, Brown County Records, all being located in part

Ordinance #19-13

Page 2 of 2

of Government Lot 2, Section 6, T22N-R20E, in the City of De Pere, Brown County, Wisconsin.

shall be and the same are hereby rezoned from the present zoning classification of R-1 PDD, Single Family Resident District with Planned Development District overlay, to R-2 PDD, Single and Two-Family Residence District with Planned Development District overlay, as set forth in and regulated by the provisions of §14-39 of the De Pere Zoning Code and all City approvals or authority earlier granted are hereby declared void and unenforceable. Such rezoning is further conditioned upon compliance with the provisions of Chapter 14, De Pere Municipal Code.

Section 2. That the City Clerk is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 3. That all other ordinances in conflict herewith are hereby repealed.

Section 4. That 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, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 4/22/19

Publication Date: _____

Effective Date: _____

Attachment: Ord19-13 (8164 : Ordinance #19-13 Rezoning Certain Property (Parcels WD-1831 through WD-1838 & WD-L183-1-1))

Publish: May 6, 2019 and May 13, 2019 in the Green Bay Press-Gazette (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, May 21, 2019** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on the request to rezone the following properties:

Parcel WD-1831 (1881 Southbridge Road) located on Southbridge Road, approximately 104.99 feet west of Lawrence Drive, from R-1 PDD (Single Family Residence District with a Planned Development District overlay) to R-2 PDD (Single and Two-Family Residence District with a Planned Development District overlay).

Parcel WD-L183-1-1 (1800 BLK Southbridge Road) located adjacent to the companion rezoning parcel on Southbridge Road, approximately 181.75 feet west of Lawrence Drive, from R-1 PDD (Single Family Residence District with a Planned Development District overlay) to R-1 (Single Family Residence District).

A map of the proposed rezoning is available at the City of De Pere Development Services Department, 335 S. Broadway St., De Pere, WI 54115.

Dated this 6th of May, 2019.

BY ORDER OF THE COMMON COUNCIL

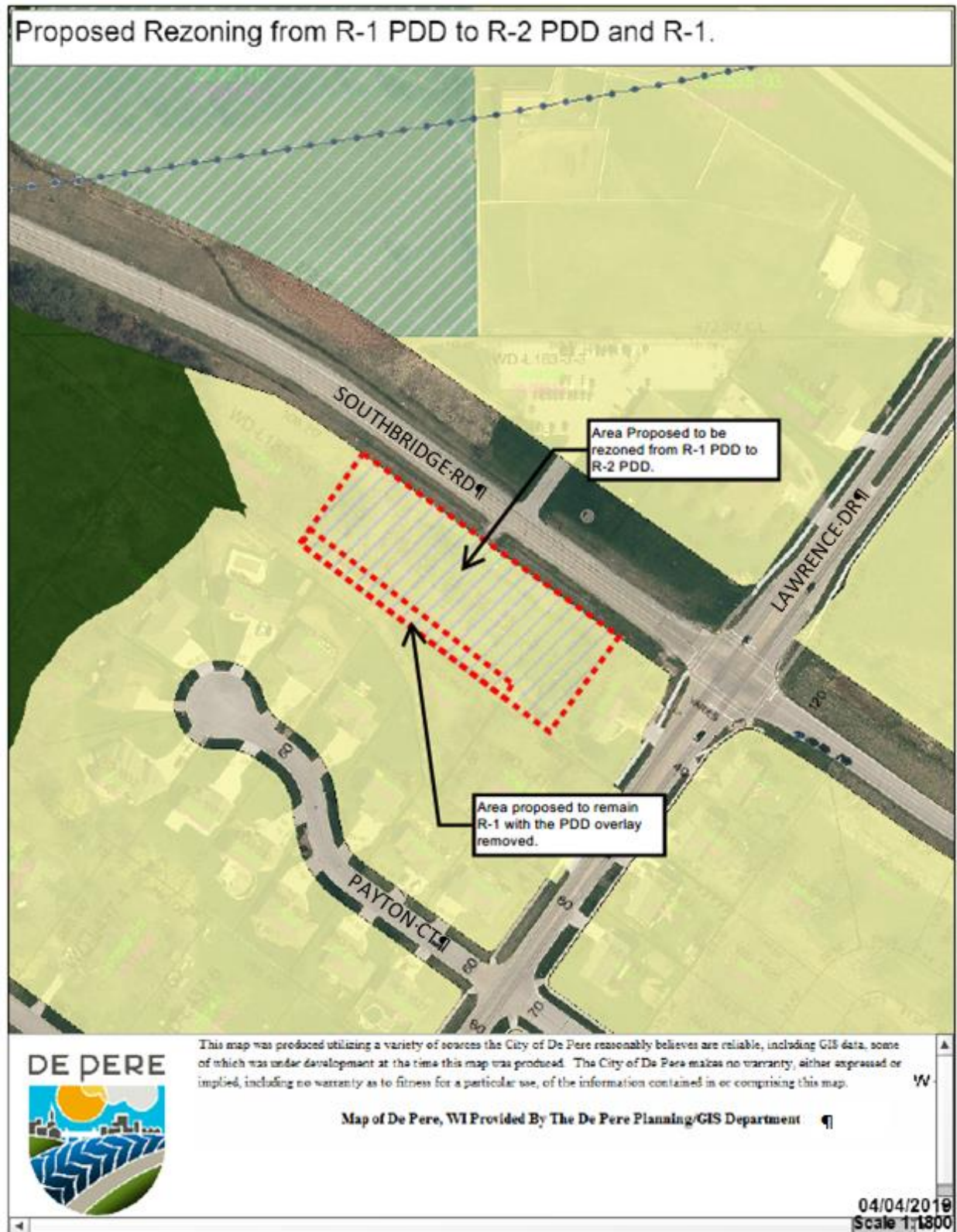
Michael J. Walsh
Mayor

Carey E. Danen
City Clerk

- Item 4: Recommendation regarding a rezoning request from R-1 PDD (Single Family Residence District with a Planned Development District overlay) to R-2 PDD (Single and Two-Family Residence District with a Planned Development District overlay) at 1881 Southbridge Road (Parcel WD-1831), and the removal of a PDD overlay on City-Owned Parcel WD-L183-1-1. Submitted by Brandon Robaidek, EIT, authorized representative for Crosspoint Church INC, property owner of Parcel WD-1831.*

SITE MAPS





REQUESTED ACTION: Rezoning Request.

Rezone Parcel WD-1831 from R-1 PDD to R-2 PDD in order to allow an expired PIP to continue a similar use with 4 twindominium units. Also rezone Parcel WD-L183-1-1 from R-1 PDD to R-1 for continued stormwater management use by the City of De Pere.

COMMON DESCRIPTION: 1881 Southbridge Road, located west and south from the Southbridge Road and Lawrence Drive intersection.

PARCEL NUMBERS: WD-1831 & WD-L183-1-1

EXISTING ZONING: R-1 (Single Family Residential District) with a Planned Development District overlay.

PROPOSED ZONING: Parcel WD-1831 to become R-2 PDD (Single and Two-Family Residential)
Parcel WD-L183-1-1 to become R-1 without a PDD overlay

SURROUNDING LAND USES: Crosspoint Church and vacant agricultural to the north.
Single family residential to the south and east.
Natural spaces to the west.

COMPREHENSIVE PLAN: Multifamily Residential.

APPLICANT / OWNER:	Brandon Robaidek, EIT Robert E. Lee & Associates Authorized representative 1250 Centennial Centre Boulevard Hobart, WI 54155	Parcel WD-1831 Owner ATTN: Jerry Lewin Crosspoint Church INC ETAL 1880 Southbridge Road De Pere, WI 54115 Parcel WD-L183-1-1 Owner City of De Pere
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SITE HISTORY: The subject site had agricultural buildings at the south end from the 1950's until the mid-2000's. The remainder of the subject area remained vacant.

In 2007, a Planned Development District overlay was established with a Precise Implementation Plan, which covers areas that are now identified as Parcels WD-1831 and WD-L183-1-1. The PDD allowed for the development of four twindominium buildings, totaling 8 residential units, on the property. Parcel WD-L183-1-1 became part of a City owned storm water management pond system at the south end of the site.

In 2008, the Precise Implementation Plan was amended to change the front yard setback from 50 feet to 45 feet, and the rear yard setback from 30 feet to 25 feet, in order to allow the proposed buildings to fit better. Also, "The Fields Condominiums" plat was recorded to reflect the Precise Implementation Plan.

From 2008 to 2019 the ownership of the condominium property changed but no development occurred. The approved Precise Implementation, which is similar to a site plan, expired in 2009.

In 2018 and 2019 the owners of the property inquired about the development of duplexes on the property, with some changes to the original Precise Implementation Plan. Because the 2007-2008 project is expired, staff directed the owners to restart the review process with Plan Commission and staff, beginning with a Pre-Application Conference that took place with Plan Commission on March 25, 2019.

STAFF REVIEW:

With this request, the applicant proposes the following:

Parcel WD-1831 (area outlined in red on first site map)

Rezone from R-1 to R-2 and replace the expired PDD overlay with a new PDD overlay that allows for:

- Minimum 5,000 s.f. lot area for each condominium lot equivalent
 - R-2 zoning would require 11,000 s.f. per lot (~5,500 per lot equivalent)
- Minimum 45 feet of street frontage for each condominium lot equivalent
 - R-2 zoning would require 90 linear feet per lot (~45 linear feet per lot equivalent)
- Minimum 20 feet rear yard setback
 - R-2 zoning would require 30 feet rear yard setback
- Minimum 7 feet interior side yard setback at east end
 - R-2 zoning would require 10 feet interior side yard setback

The General Development Plan for the project describes the development of four twindominium buildings on the site, for a total of eight residential units. The density has not changed from the 2007-2008 plan, however the lot equivalent lines have shifted slightly in order to accommodate the size and configuration of the residential units.

The specific building design and façade materials are not identified in the General Development Plan, but will be provided as part of the Precise Implementation Plan (PIP). Once developed, the shortest distance between a twindominium and an existing house to the south will be 115.2 feet.

Parcel WD-WD-L183-1-1 (area outlined in blue on first site map)

Retain the R-1 zoning, but remove the PDD overlay with adding a new PDD overlay. The parcel is owned by the City of De Pere and used for stormwater management. A PDD overlay is not necessary for the use.

When a PDD overlay is part of a rezoning request, a “General Development Plan” must be submitted to Plan Commission with the rezoning request. The petitioner submitted documents that include the information for a General Development Plan, including an organizational structure, letter of intent, company summary, concept site plan, elevations, etc. For ease of review, the General Development Plan information has been summarized below, in a format identified in the City’s Municipal Code:

- *NOTE: A General Development Plan identifies the general concept for a property and is not intended to reflect a complete Site Plan*

Topography lines are identified on the Site Layout, located within the General Development Plan.

4. General site plans that cover the following:

a. Land uses

The proposed land use for the PDD area will be 8 single family residential lots within 4 buildings. The street frontage is along Southbridge Road.

The lot area is proposed to be reduced for some of the lot equivalents; however the overall area of the parcel meets and exceeds area and street frontage requirements. The side yard setback at the east end is proposed to be reduced from 10 feet to 7 feet and the rear yard setback is proposed to be reduced from 30 feet to 20 feet. The side yard setback at the west end cannot be reduced due to an access easement for the storm water management pond. The land uses are similar to those proposed with the original PDD in 2007-2008.

b. Residential density

The PDD area is proposed to have 8 single family residential lots within 4 buildings (twindominiums).

c. Aesthetic characteristics

Building elevation samples and landscaping plans were not included with the General Development Plan.

d. Street patterns

The street frontage is along Southbridge Road with access via one shared driveway that is proposed to be shifted eastward to align with the driveway for the church across the street.

e. Basic storm drainage patterns

The site proposes the use of the existing stormwater management pond to the south. The developer is aware that the pond has not yet been measured to determine if new development can be accommodated by the pond.

f. Recreational and open spaces (size/location)

There are no proposed new City park facilities located within the PDD or proposed plat area. Southwest Park is located approximately 1 mile away to the south, and Samantha Park is located approximately ½ mile away to the southeast.

g. Common open spaces

The site is developed as a land-only condominium, without specific common spaces. The lot equivalents will be similar to a residential neighborhood.

h. Development statistical data

With 8 residential units and 2-3 bedrooms, the residential population is expected to be approximately 24. The proposed and existing public street system, parks, and school district will accommodate the new residents.

i. Deed restrictions and structure of associations

The General Development Plan does not identify specific deed restrictions;

however, a homeowners association is proposed to be created for the condominium plat. A homeowners association does not create additional rules to be enforced by City staff.

j. Additional info added by Plan Commission

Additional information may be requested at the time of the April 22, 2019 Plan Commission meeting.

Overall, the proposed rezoning is in conformance with the future land uses identified by the City's Comprehensive Plan.

REVIEW PROCESS:

For rezoning applications with a PDD overlay and General Development Plan, the Plan Commission provides a recommendation to the Common Council for the rezoning and the components of the PDD overlay that are identified in the General Plan. If recommended for approval by Plan Commission, a public hearing is expected to be held at the May 21, 2019 Council meeting prior to review of the rezoning and General Development Plan by the Common Council.

Residents within 300 feet of the two parcels have been notified regarding this application. Rezoning signs have also been posted on the property.

Within five years of approval of the rezoning and General Development Plan, an application for a Precise Implementation Plan (PIP) must be submitted. That submittal is reviewed by the Plan Commission and the City Council.

NOTE: The review of any condominium plat for this project will be performed by Brown County Planning and Land Services. De Pere Plan Commission does not review condominium plats.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the rezoning request with a new PDD overlay and the General Development Plan for Parcel WD-1831, and approval of the removal of an outdated PDD overlay for Parcel WD-L183-1-1, subject to the following:

1. Meets all state and local regulations.



CITY OF DE PERE
APPLICATION FOR
REZONING

Fee: \$ 305.00

Receipt #: 00141050

Date: 03 Apr 2019

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Robert E Lee and Associates	Authorized Representative Brandon Robaidek	Title E.I.T.	
Mailing Address 1250 Centennial Centre Blvd	City Hobart	State WI	ZIP Code 54155
Email Address brobaidek@releeinc.com	Phone Number (incl. area code) 920-662-9641	Fax Number (incl. area code)	

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

Name (Ind. Org. or Entity) Crosspoint Church Inc.	Contact Person Jerry Lewin	Title President	
Mailing Address 1880 Southbridge Road	City De Pere	State WI	ZIP Code 54115
Email Address jerry@crosspointgb.com	Phone Number (incl. area code) 920-366-7113	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 1881 Southbridge Road & City Parcel to South	Remove PDD from all parcels. Rezone R-2 w/ new PDD for WD-1831 to WD-1838 only.	Parcel Number(s): WD-1831 to WD-1838 + WD-L183-1-1
--	---	--

SECTION 4: Proposed Rezoning Use

Existing Zoning:	R-1 with PDD Overlay		
Proposed Zoning:	R-2 with PDD Overlay (for WD-1831 to WD-1838 only)		
Adjacent Zoning: North R-1	Adjacent Zoning: South R-1	Adjacent Zoning: West R-1	Adjacent Zoning: East R-1
Present Use of Parcel	Empty Lot		
Proposed Use of Parcel	Twindominium Development (4 buildings w/ 8 units)		

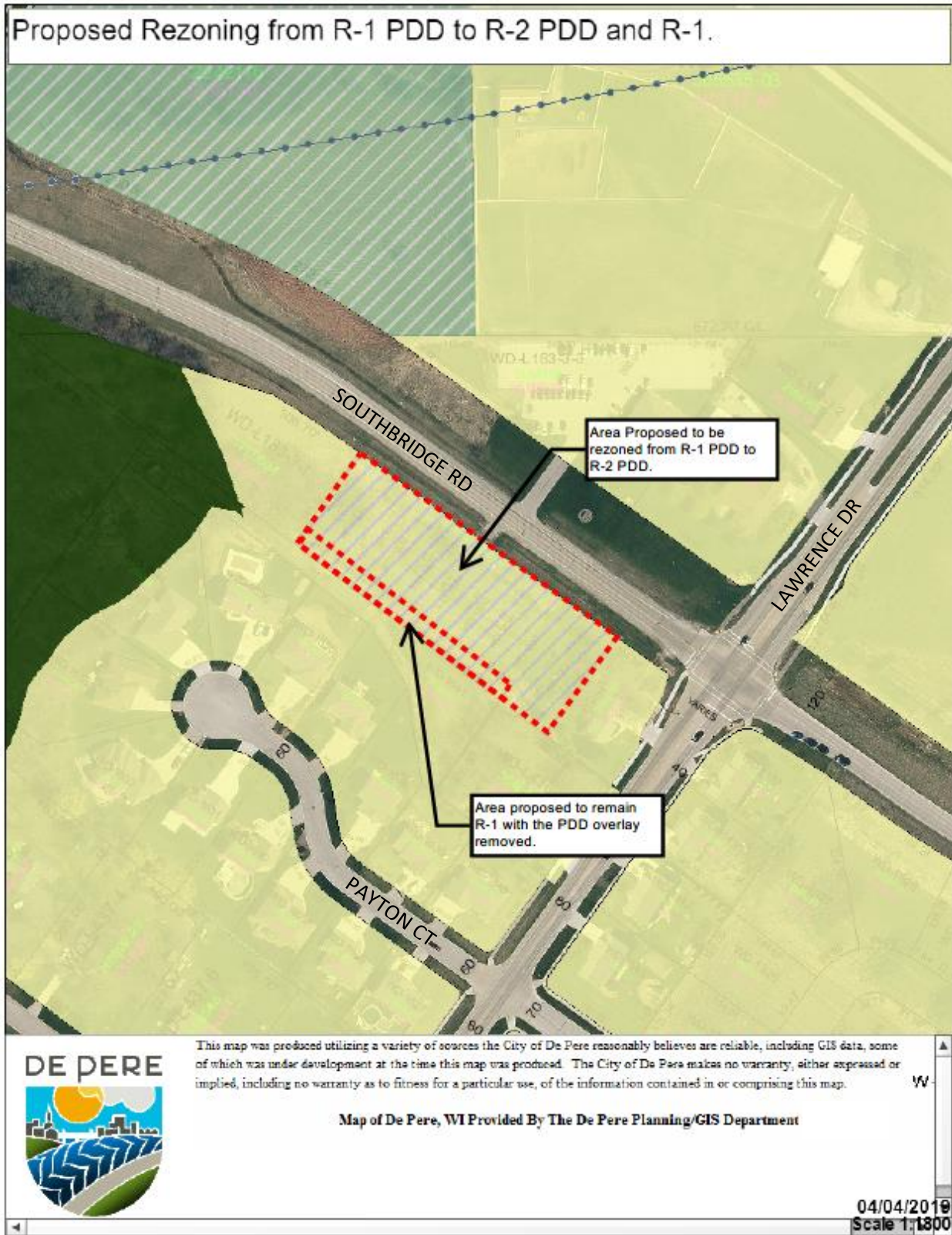
SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print) Brandon Robaidek	Title Representative	Phone Number 920-662-9641
Signature of Applicant <i>[Signature]</i>		Date Signed 3/29/19

Attached additional sheets if necessary.



GENERAL DEVELOPMENT PLAN – 1855 - 1881 SOUTHBRIDGE ROAD

Project Description:

The proposed project involves constructing four twindominium buildings with a shared driveway on parcel WD-1831 to WD-1838. The development will require connections to public watermain and sanitary sewer along Southbridge Road and will be treated by a regional wet detention pond to the south of the proposed project. The development will be serviced by individual water laterals off the watermain on the south side of Southbridge Road. There will also be a private sanitary sewer that will be connected to the existing public sanitary sewer on the north side of Southbridge Road. The sanitary sewer will be bored under Southbridge road to avoid a shutdown of Southbridge Road.

Zoning:

Existing Parcel Zoning: The R-1, Single Family Residence District is designed to accommodate single family homes and compatible uses that are characteristics of low-density residential neighborhoods. The current zoning also contains a PDD overlay that was established in 2007. The PDD allowed for the development of four twindominium buildings, totaling 8 single family units, on the property. The WD-L183-1-1 parcel also became part of the city owned storm water management pond system.

Proposed Parcel Zoning: The proposed rezoning is to R-2, Single and Two-Family Residence District which is designed to accommodate single family homes and duplexes along with compatible uses that are characteristic of low to medium density neighborhoods. The proposed zoning will also contain a PDD overlay which is intended to promote the maximum benefit for coordinated area site planning, diversified location of structures, provide for safe and efficient system of pedestrian and vehicular traffic, economic design and location of public and private utilities, and assure adequate standards of construction and planning. Parcel WD-L183-1-1 will not be rezoned and will not be included with the PDD overlay.

Adjacent zoning: The properties to the North, South, East and West are R-1 zoning.

PDD:

We are proposing that the existing PDD overlay for Parcels WD-1831 to WD-1838 and WD-L-183-1-1 be removed and the following PDD overlay of just Parcels WD-1831 to WD-1838 include the below variations from the proposed R-2 zoning to fit the proposed development.

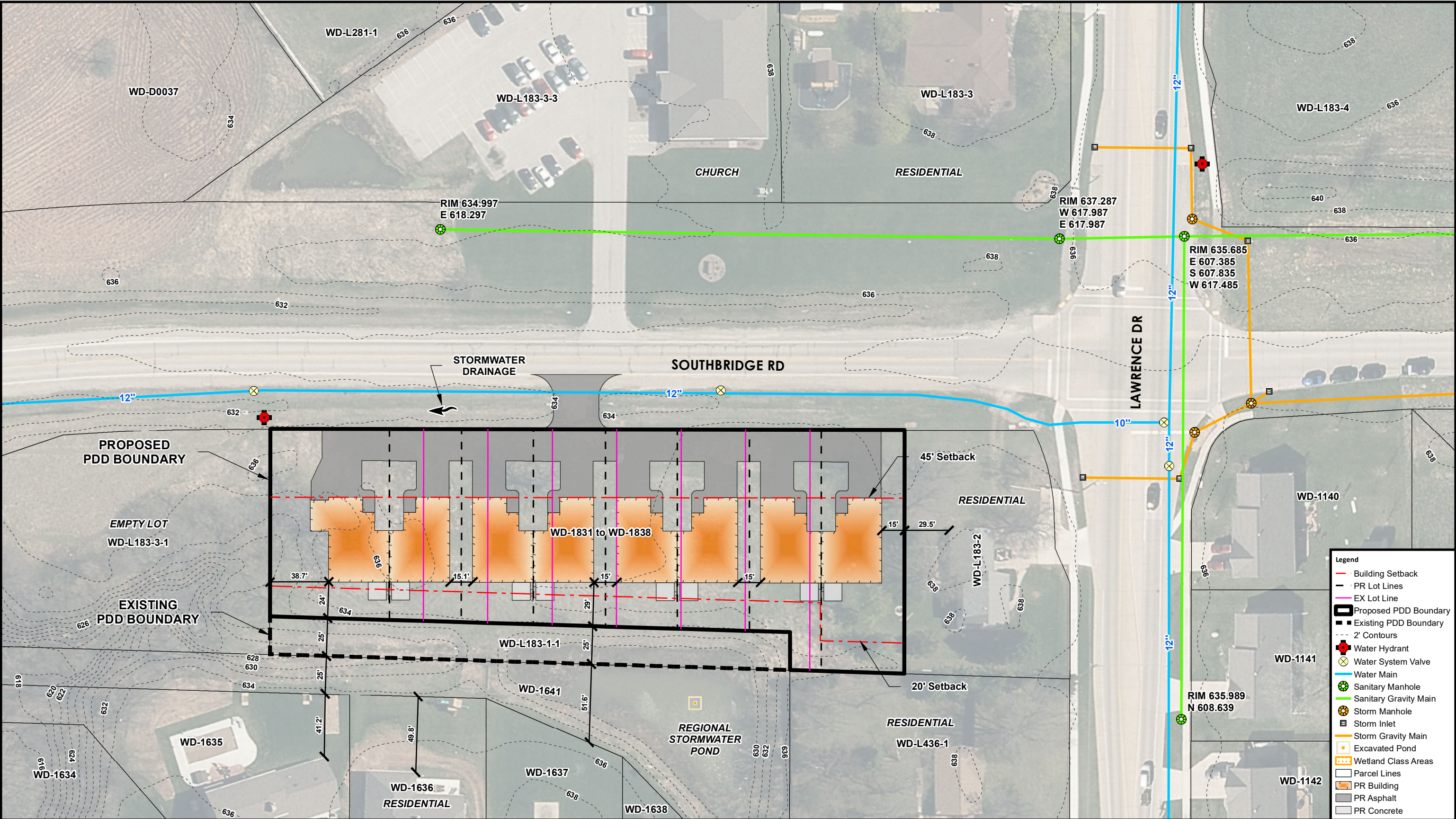
1. Minimum Lot Area Square Footage
 - a. R-2 zoning: 11,000 square feet
 - b. PDD overlay request: 5,000 square feet
2. Minimum Lot Width
 - a. R-2 zoning: 90 feet
 - b. PDD overlay request: 45 feet

3. Minimum Rear Yard Setback
 - a. R-2 zoning: 30 feet
 - b. PDD overlay request: 20 feet
4. Interior Side Yard Setback
 - a. R-2 zoning: 10 feet
 - b. PDD overlay request: 7 feet
5. Includes a lot line between units 1 & 2, 3 & 4, 5 & 6, and 7 & 8
 - a. R-2 zoning side yard setback: 10 feet
 - b. PDD overlay request: 0 feet

All other requirements will remain permitted under the R-2 zoning.

Summary:

Attached is a general layout of the proposed development with setback information and proposed distances from existing single-family homes. The proposed buildings will be constructed 45 feet from the front property line to allow for adequate space in front of each garage and allow room for the shared driveway. The proposed buildings will also contain an on-grade concrete patio that is allowed within the rear building setback. The distance from the closest proposed house to the rear property line of the adjacent residential lot to the south will be 74 feet while the existing single-family home has a distance of 41.2 feet from their house to their rear property line. This allows for a 115.2-foot distance between the existing residential homes to the south and the proposed twindominium buildings. The proposed developments' concept and density is similar to the original 2007-2008 proposal with some changes related to setbacks and building locations.



- Legend
- Building Setback
 - PR Lot Lines
 - EX Lot Line
 - Proposed PDD Boundary
 - Existing PDD Boundary
 - 2' Contours
 - Water Hydrant
 - Water System Valve
 - Water Main
 - Sanitary Manhole
 - Sanitary Gravity Main
 - Storm Manhole
 - Storm Inlet
 - Storm Gravity Main
 - Excavated Pond
 - Wetland Class Areas
 - Parcel Lines
 - PR Building
 - PR Asphalt
 - PR Concrete

Site Layout Parcels WD-1831 to WD-1838 City of De Pere Brown County, WI	DATE: 4/2/2019		Source: Robert E. Lee & Associates, Inc. ESRI, Brown County Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc., provides this map without any warranty of any kind whatsoever, either expressed or implied.	
	JOB: 5569020			
	DRAWN: PFO			
Robert E. Lee & Associates, Inc. Engineering, Surveying and Environmental Services 1250 Centennial Centre Boulevard, Hobart, WI 54155 Phone: (920) 662-9641 FAX: (920) 662-9141 www.releeinc.com				

Unit #	Address
Unit 1	1881 Southbridge Road
Unit 2	1879 Southbridge Road
Unit 3	1873 Southbridge Road
Unit 4	1871 Southbridge Road
Unit 5	1865 Southbridge Road
Unit 6	1863 Southbridge Road
Unit 7	1857 Southbridge Road
Unit 8	1855 Southbridge Road

The Fields Condominiums

~ A Land Only Condominium ~

~ Second Addendum ~

All of The Fields Condominiums, A Land Only Condominium, First Addendum, (Volume 5, Condo Plats, Page 152, Document No. 2390219) being all of Lots 1, 2, 3 & 4, Volume 50, Certified Survey Maps, page 275, Map Number 7407, Document Number 2226006, Brown County Records, and part of Lot 2, Volume 48, Certified Survey Maps, page 187, Map Number 7138, Document Number 2137653, Brown County Records, all being located in part of Government Lot 2, Section 6, T22N-R20E, in the City of DePere, Brown County, Wisconsin.

All of The Fields Condominiums, A Land Only Condominium, First Addendum, (Volume 5, Condo Plats, Page 152, Document No. 2390219) being all of Lots 1, 2, 3 & 4, Volume 50, Certified Survey Maps, page 275, Map Number 7407, Document Number 2226006, Brown County Records, and part of Lot 2, Volume 48, Certified Survey Maps, page 187, Map Number 7138, Document Number 2137653, Brown County Records, all being located in part of Government Lot 2, Section 6, T22N-R20E, in the City of DePere, Brown County, Wisconsin, more fully described as follows:

Beginning at the Northeast corner of Lot 4, Volume 50, Certified Survey Maps, page 275, Map Number 7407, Document Number 2226006, Brown County Records; thence S54°23'03"E, 20.00 feet along the Southerly right of way of Southbridge Road; thence S35°36'57"W, 160.79 feet; thence N52°43'52"W, 75.46 feet along the South lines of Lot 2, Volume 48, Certified Survey Maps, page 187, Brown County Records and said Lot 4; thence N35°39'13"E, 25.01 feet along a West line of said Lot 4; thence N52°43'52"W, 343.45 feet along the South line of said Certified Survey Map; thence N35°40'04"E, 123.70 feet along the West line of Lot 1, said Certified Survey Map; thence S54°23'03"E, 398.60 feet along said Southerly right of way of Southbridge Road to the point of beginning.

Parcel contains 56,204 square feet / 1.29 acres, more or less.
Parcel subject to easements and restrictions of record.

- 1) Setbacks:
- | | |
|-------------|---|
| Front yard: | 45' from right of way (Variance granted by the City of De Pere) |
| Side yard: | 7' from property line between Units 2 & 3, 4 & 5 and 6 & 7. (Variance)
No setback between Units 1 & 2, 3 & 4, 5 & 6 and 7 & 8. |
| Rear yard: | 20' from property line (Variance granted by the City of De Pere) |

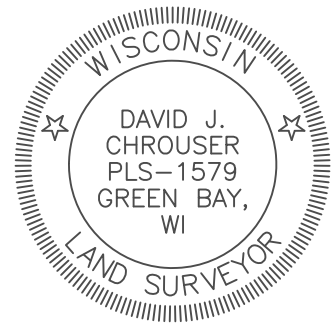
There are no objections to this condominium plat with respect to Sec. 703.115 Wis. Stats. and is hereby approved for the Brown County Plan Commission.

Dated this _____ day of _____, 20____

Terry L. Van Hout
Brown County Property Lister

I, David J. Chrouser, Professional Land Surveyor, PLS-1579, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of each unit within the property.

This plat is a correct representaion of "THE FIELDS CONDOMINIUMS, A LAND ONLY CONDOMINIUM, SECOND ADDENDUM" as proposed at the date hereof, and the identification and location of each unit and the common elements can be determined from the plat.



March 13, 2019

Legend

- 1.32" (o.d.) x 18" iron pipe weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- ⊕ Brown County monument — type noted

OWNER

Crosspoint Church Inc.

Robert E. Lee & Associates

TAX PARCEL NO.

WD-1831

WD-1838

Data File: H-3405.txt

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

SCALE
1"=50'

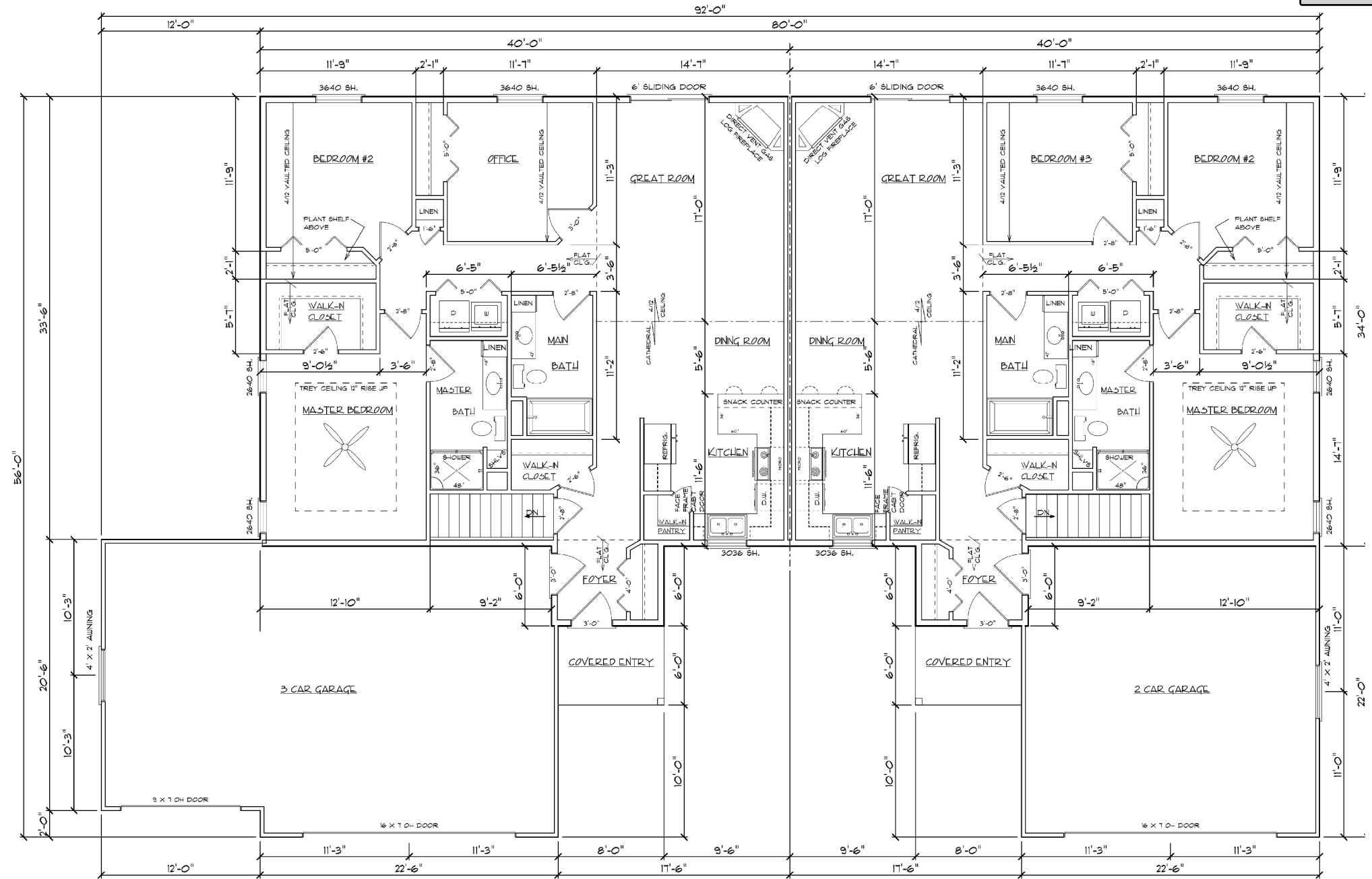
DRAWN BY
MRA

PROJECT NO.
H-3405

SHEET NO.
1 of 1

DRAWING NO.
X-888

File: H-3405Condo 2nd Addendum 031319.dwg



“PRELIMINARY PLAN ONLY”
(NOT TO BE USED FOR CONSTRUCTION)

FIRST FLOOR PLAN

1411 SQUARE FEET
PER UNIT

SCALE 1/4" = 1'-0"

Carey E. Danen

From: Butch Sinclair <bsinclair@new.rr.com>
Sent: Tuesday, April 23, 2019 7:44 AM
To: Peter Schleinz
Subject: Property Rezoning at 1881 Southbridge Road

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

Peter,

I was unable to attend the De Pere Plan Commission meeting last night where the rezoning request for the lots on 1881 Southbridge Road were being discussed. Even though I was unable to attend, I wanted to share my disapproval of this rezoning. My wife and I only bought our home on December 31, 2016 with the understanding that these were single family lots. We love our home and neighborhood as all of the homes on our street are very beautiful single family homes. We spend a great deal of time outdoors and our neighborhood is truly beautiful. My sister's family previously lived on Countryside and I witnessed first hand how the two family homes in her backyard quickly changed the appeal of their home. I do not want to look out my front window and see duplexes across the street.

In summary, I do not feel that the rezoning of the two lots should be approved. This will impact the property value negatively of all of the homes on Payton Court. Please let me know if you have any questions for me.

Bernard (Butch) Sinclair
 1889 Payton Court
 920-362-1705
bsinclair@new.rr.com

Attachment: Property Rezoning at 1881 Southbridge Road (8164 : Ordinance #19-13 Rezoning Certain Property (Parcels WD-1831 through WD-

WD-L183-1-1

All of Outlot 1, Volume 48 of Certified Survey Maps, Page 187, Map Number 7138, Document Number 2137653, located in Government Lot 2, Section 6, T22N-R20E, City of De Pere, Brown County, Wisconsin.

WD-1831 to WD-1838

All of the Fields Condominiums, A Land Only Condominium, First Addendum, (Volume 5, Condo Plats, Page 152, Document No. 2390219) being all of Lots 1, 2, 3 & 4, Volume 50, Certified Survey Maps, page 275, Map Number 7407, Document Number 2226006, Brown County Records, and part of Lot 2, Volume 48, Certified Survey Maps, page 187, Map Number 7138, Document Number 2137653, Brown County Records, all being located in part of Government Lot 2, Section 6, T22N-R20E, in the City of De Pere, Brown County, Wisconsin.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: c. Resolution #19-49 Final Resolution Authorizing sanitary sewer system construction and levying special assessments against benefited property (Parkview Road from Ashwaubenon Creek to Ashland Avenue).

ATTACHMENTS:

- Reso19-49 (DOC)
- Public Hearing Notice -Special Assessment Parkview Rd (PDF)
- CI-BOPW-Project 19-01_Sanitary_Sewer_Preliminary_Resolution-2019-04-08 (DOCX)
- CI_CALC_Schedule_B & C_Sanitary_Sewer_Parkview Rd_4-3-19 (PDF)
- Copy of CI_CALC_Schedule_D_Sanitary_Sewer_Parkview_RD_5-7-2019 (PDF)
- Parkview Rd Assessment Map Sanitary (PDF)

RESOLUTION #19-49

FINAL RESOLUTION AUTHORIZING SANITARY SEWER SYSTEM IMPROVEMENTS AND LEVYING
SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY
(Parkview Road from Ashwaubenon Creek to Ashland Avenue)

WHEREAS, the Common Council of the City of De Pere having declared its intention to exercise its police power to levy special assessments pursuant to Wis. Stats. §66.0703, for improvements constructed within the areas described below and special assessments to be levied on a reasonable basis upon the property benefited thereby; said improvements to include sanitary sewer improvements and incidentals therefore where necessary and required. Said improvements shall be constructed in, and the properties benefiting therefrom are contained within, the following described areas or abutting streets:

SANITARY SEWER SYSTEM**North side of Parkview Road from Ashwaubenon Creek to Ashland Avenue**

WHEREAS, the City Clerk has published a Notice of Public Hearing regarding such improvements and, pursuant thereto, a public hearing has been held at the City Hall Council Chambers on the 21st day of May, 2019 at 7:35 p.m., whereupon the Common Council heard all interested parties or their agents or attorneys;

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

1. The report of the Board of Public Works of the City of De Pere, as compiled by the Director of Public Works, pertaining to the construction of the above described improvements, including plans and specifications therefore (as modified*) is hereby adopted and approved.

2. The Common Council, based on its view of the property and its review of such report, determines that the above described properties are benefited by such public improvements and that the benefits and amounts assessed against each parcel on the basis shown in the report (as modified*), representing an exercise of police power, are determined to be on a reasonable basis and are hereby confirmed and approved.

3. Payment for the public improvements shall be made by assessing the cost therefore against the above described benefited properties as indicated in such report.

4. The assessments hereby levied for said improvements shall be paid upon the occurrence of the earliest of the following:

- (1) No interest imputed if payment of assessment made in full within 30 days of invoice;
- (2) In not paid within 30 days of invoice, payment shall be made in ten (10) yearly installments once the assessment is due, together with interest on the unpaid balance thereon at the rate of 3.782%, with payment in full due upon transfer of the property;
- (3) Upon transfer of ownership of any parcel or part of a parcel against which assessments are levied. If title to part of such parcel is transferred, only such assessments that are attributable to part transferred shall become due and payable upon transfer.

5. The total amount assessed benefited properties shall not exceed the total cost of the improvements.

6. The City Clerk is hereby directed to publish this resolution in the Green Bay Press Gazette as a Class 1 Notice.

Resolution #19-49

Page 3 of 3

7. The City Clerk is further directed to mail a copy of this resolution to the property owners whose names appear on the assessment roll whose address is known or can, with reasonable diligence, be ascertained.

8. If any section, sentence, or clause of this resolution or any special assessment set forth or referenced herein shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining sections or assessments approved herein, which shall remain in full force and effect.

9. This resolution shall remain in full force and effect from and after its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of May, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

* Strike if not modified by the Council

Publish: May 8, 2019 in the Green Bay Press-Gazette (Class 1 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, May 21, 2019** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on the following:

Intention to Exercise Special Assessment Powers Under Section 66.0703, Wis. Stats. For Sanitary Sewer System on Parkview Road from Ashwaubenon Creek to Ashland Avenue.

A proposed report incorporating the recommendation of the Board of Public Works and consisting of preliminary plans and specifications for said improvements, an estimate of the entire cost of the proposed improvements, a schedule of the proposed assessments, and a statement that the property against which the assessments are proposed is benefited will be filed with the City Clerk's office for public inspection.

Dated this 8th day of May, 2019.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Carey E. Danen
City Clerk

City of De Pere

Public Works Department

Memo

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

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

Date: April 8, 2019

Subject: Consider Preliminary Resolution for Special Assessment for Sanitary Sewer System, Parkview Road from Ashwaubenon Creek to Ashland Avenue*

The Wisconsin Department of Transportation (WisDOT) will be realigning and reconstructing Parkview Road in 2019. The residential property at 1605 Ashland Avenue (WD-63-2) is serviced by a private wastewater treatment system. New sanitary sewer is being extended to service the property prior to the WisDOT project. The sanitary sewer is being assessed per the City Municipal Code as follows:

Sec. 13-7. - Payment of new construction of public infrastructure.

It shall be the policy of the City of De Pere to protect the health, safety and property of its citizens and promote the general welfare through the installation, construction or reconstruction of water distribution facilities and appurtenances; public sanitary sewers and appurtenances; storm sewers and appurtenances; public streets including sidewalks, pedestrian malls, landscaping, street lights and associated amenities. In addition to any other method allowed under state law, the costs of public construction of water distribution facilities and appurtenances, sanitary sewers and appurtenances, storm sewers and appurtenances, streets including sidewalks constructed or reconstructed as a part of street improvements and related landscaping and amenities may be charged in whole or in part to the property benefited thereby in accordance with the provisions of Wis. Stats. § 66.0701 and § 66.0703 and as provided in this section. The establishment of special assessments for the aforementioned improvements represents an exercise of the police power of the City of De Pere.

(2) Assessable improvements. Assessable improvements are public infrastructure, street construction and sidewalk construction improvements which confer special upon abutting property. Public infrastructure includes water, storm sewer and sanitary sewer but does not include sewer capacity charges from a metropolitan sewerage district. Assessable improvements include:

- b. New utility construction to an existing and/or developed parcel such as water main, sanitary sewer, or storm sewer.*
- c. New or additional laterals to an existing lot.*

The preliminary resolution with Schedules B, C, and D, for the sanitary sewer construction costs are attached.

1605 Ashland Avenue is the only property being assessed by the project as the other properties are either connected to the sanitary sewer or not developable.

The staff recommendation is to approve the preliminary resolution to the Common Council to schedule a Public Hearing with the following addition:

- 10-year payback period for these assessments for 1605 Ashland Avenue (WD-63-2).

ATTACHMENTS:

- Resolution #19 – Parkview Road Sanitary Sewer (PDF)
- Special Assessment Boundary Map (PDF)
- Schedule B, C, & D Sanitary Sewer (PDF)

SCHEDULE B
ESTIMATE OF COST OF PROPOSED IMPROVEMENTS
SANITARY SEWER FOR PARKVIEW ROAD
April 3, 2019

SANITARY SEWER MAIN

NOTE: INCLUDES A 5% CONTINGENCY

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable
SS-01	Provide 8" PVC Sanitary Sewer (Natural Backfill)	100	\$40 LF	\$4,000	\$4,000
SS-02	Provide 8" PVC Sanitary Sewer (Granular Backfill)	250	\$78 LF	\$19,500	\$19,500
SS-09	Provide 4' Diameter Sanitary Sewer Manhole	20	\$305 VF	\$6,100	\$6,100
Sub-Total				\$29,600	\$29,600
Technical, Legal, Administration, and Contingency				\$7,400	\$7,400
Total Estimated Cost				\$37,000	\$37,000
Total Estimated Project Cost				\$37,000	

SANITARY SEWER LATERAL - Single Family

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable
SS-04	Provide 4" PVC Sanitary Sewer Lateral	35	\$30 LF	\$1,050	\$1,050
SS-05	Provide 8"x4" Sanitary Wye	1	\$50 EA	\$50	\$50
Sub-Total				\$1,100	\$1,100
Technical, Legal, Administration, and Contingency				\$275	\$275
Total Estimated Cost				\$1,375	\$1,375
Total Estimated Project Cost				\$1,375	

SCHEDULE C
PROPOSED ASSESSMENT RATES
SANITARY SEWER FOR RYAN ROAD

ASSESSMENT RATE CALCULATION

Improvement	Unit Type	Number of Units	Total Cost (Assessable)	
Sanitary Sewer Main	LF	755.14	\$37,000	\$49.00
Sanitary Sewer Laterals - Single Family	Each	1	\$1,375	\$1,375.00

PROBABLE PROJECT FINANCING

Description	Units	Cost/ Unit	Total
(1) Sanitary Sewer Main Assessment	755.14 LF	\$49.00	\$37,000
(2) Sanitary Sewer Lateral Assessment - Single Family	1 EA	\$1,375.00	\$1,375
Total Estimated Project Cost			\$38,375

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS

PRELIMINARY ASSESSMENTS

MAY 7, 2019

SANITARY SEWER IMPROVEMENTS

LOCATION - PARKVIEW ROAD

COST PER LINEAR FOOT - SANITARY SEWER MAIN	\$49.00	LF
COST PER UNIT - SANITARY SEWER LATERAL - SINGLE FAMILY	\$1,375.00	EA

LOT NO. PROPERTY ADDRESS UNIT			SANITARY SEWER SYSTEM				TOTAL ASSESSMENT	
			MAIN		LATERAL - SINGLE FAMILY			
PROPERTY OWNER	PARCEL NUMBER	(LF)	UNIT	COST	UNIT	COST		
ERIN HIETPAS 1605 N ASHLAND AV DE PERE WI 54115-1505	1605 N ASHLAND AV WD-63-2	136	136	\$6,664.00	1	\$1,375.00	\$8,039.00	
		TOTAL	136	136.00	\$6,664.00	1.00	\$1,375.00	\$8,039.00

Notes

1. Parcel WD-63-1 has been determined to be undevelopable. (100 feet of frontage)
2. Parcel WD-68-1 (1535 N. Ashland Avenue) has an existing sanitary sewer service. It is a corner lot and has both frontages reduced by 60 feet pursuant to City of De Pere Municipal Code 13-7. (410.78 feet of frontage reduced to 290.78 feet of assessable frontage)
3. Frontage along the Ashwaubenon Creek is undevelopable (228.36 feet of frontage)

PROJECT 19-01 SANITARY SEWER ASSESSMENT MAP PARKVIEW ROAD

ASSESSMENT
AREA

PARKVIEW ROAD

Legend

-  Joined Parcel
-  Sanitary Manhole
-  Storm Manhole
-  Storm Catch Basin
-  Sanitary Gravity Main
-  Collectors
-  Culvert
-  Open Channel



1 inch = 60 feet



Engineering Division
925 S. 6TH St.
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4071

Sewer and
Water Relay

Project:
19-01

03-2018
By: SRL

Packet Pg. 41



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Presentation by LifeQuest Services Regarding Billing Services
Provided to Fire Department.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: Common Council

FROM: Andrew Pantzlaff

SUBJECT: Presentation on the Status of the Southern Bridge Project



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Recommendation of the Finance/Personnel Committee to Accept a \$500 Grant Stipend from Children's Hospital of Wisconsin & Affiliates to Purchase a Pediatric Intubation Training Head for Fire Department.

Unanimously approved.

ATTACHMENTS:

- PEDIATRIC INTUBATION TRNG HEAD GRAND STIPEND (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Walsh
Members of the Finance and Personnel Committee

From: Alan Matzke, Fire Chief *AEM*

Date: May 8, 2019

RE: Consider Acceptance of Grant Stipend and Purchase of Pediatric Intubation Training Head

De Pere Fire Rescue would like to respectfully request permission to accept a grant stipend from Children's Hospital of Wisconsin & Affiliates in the amount of \$500.

Emergency Medical Services for Children Wisconsin is advocating that all Wisconsin Emergency Medical Service providers follow the recommendation below as industry best practice.

"The Institute of Medicine 2007 publication "Emergency Care for Children: Growing Pains," recommended that EMS agencies "appoint a pediatric emergency coordinator...to provide pediatric leadership for the organization." This recommendation was based on findings that PECC's are necessary to advocate for improved competencies and the availability of resources for pediatric patients."

This position is a non-funded position and will be paired with some form of current duties in our organization. Support will be provided by Wisconsin EMSC and Children's Health Alliance. This position will report to Service Director and the Wisconsin EMSC Program Director.

Children's Hospital of Wisconsin & Affiliates has committed to provide a \$500 grant stipend to any agencies who will commit to appoint a pediatric emergency coordinator. I would like to use the grant stipend toward the purchase of a Pediatric Intubation Training Head to facilitate proficiency of our staff in the critical management of pediatric airways.

Lieutenant Brett Jansen has volunteered to assume the responsibilities of the PECC and quickly identified the need for this training equipment. The total cost of the Pediatric Training Head is \$706.50.

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

Attachment: PEDIATRIC INTUBATION TRNG HEAD GRAND STIPEND (8258 : Recomm from Finance & Personnel to Accept Grant Stipend &



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: Board of Public Works

FROM: Tom Blohowiak

SUBJECT: Recommendation of the Finance/Personnel Committee to approve request for funds from undesignated reserves to repair the Air Handler for City Hall in the amount of \$6,520.

The Finance/Personnel Committee at the May 14, 2019 meeting approved the request for funds to repair the air handler for City Hall in the amount of \$6,520 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Memo for VFD on city hall for finance(DOCX)
- Return Fan vfd 4-30-19 (PDF)

City of De Pere

Public Works Department

Memo

To: Finance/Personnel Committee
From: Thomas Blohowiak Maintenance Supervisor
Date: May 14, 2019
Subject: Request for funds to repair the Air Handler for City Hall.

We are asking for approval of \$6,520.00 in funding to replace the Variable Frequency Drive (VFD) for city hall's roof top air handler. Staff was given approval to move forward with the repair process by the City Administration under the emergency repair policy.

The rooftop air handler unit has been sending us error messages to staff. The control panel for the exhaust fan is the cause of the problem. Trane does not make that control anymore, so our only option is to replace the complete VFD unit. Attach is the quote for the replacement unit. This will run the City Hall account over budget for this year. Tweet Garot has been given the approval to order the parts and complete the repair.

Attached

1. Tweet Garot quote to replace unit.

The total cost of the repairs will not exceed \$6520.00

Attachment: Memo for VFD on city hall for finance (8261 : Recommendation from FIP Comm to approve Request for Funds to Repair the Air

April 30, 2019

Thomas Blohowiak
City of De Pere
335 S Broadway
De Pere, WI 54115

RE: City Hall Return Fan VFD

Dear Thomas:

Our Lump Sum Price to complete this project is **\$6,520.00 (Six Thousand Five Hundred Twenty Dollars)**.

Our proposal includes:

- Lock out/ tag out Trane rooftop.
- Remove and properly dispose of existing VFD.
- Install one (1) TR 200 VFD for the return fan on Trane rooftop.
 - Outdoor static sensor.
 - Intellipak control panel kit.
 - Program VFD to Trane specs.
- Start up and owner training.

Our proposal does not include:

- After hours, weekdays, or holidays.
- Repairs to other equipment on rooftop other than replacing and programming VFD.
- Upgrades to programming to Intellipak program.

This proposal reflects material pricing as of this date and is valid for 30 days.

Our standard payment terms are net 30 days. Interest will be charged on past due accounts at 1.5% per month.

Acceptance of any proposal will be based upon receipt of a signed copy of this proposal or a written purchase order. All purchases are subject to Tweet/Garot Contract Terms and Conditions (see attached). Work will not commence prior to receipt of written authorization as stated above.

Projects may be progress billed. Any applicable tax is not included in this proposal. If this project is tax-exempt, an exemption certificate must be submitted with your purchase order.

Corporate Headquarters:

325 Reid Street
De Pere, WI 54115-2130
(920) 498-0400
Fax: (920) 498-8136

Central Wisconsin Office:

2810 Jefferson Street
Wisconsin Rapids, WI 54495
(715) 421-0400
Fax: (715) 421-5442

www.tweetgarot.com

Attachment: Return Fan vfd 4-30-19 (8261 : Recommendation from F/P Comm to approve Request for Funds to Repair the Air Handler for City

Thank you for the opportunity to submit this proposal. Please call (920) 347-6172 or e-mail scott.salentine@tweetgarot.com with any questions.

Sincerely,

TWEET/GAROT MECHANICAL, INC. – De Pere



Scott Salentine
Account Manager

ACCEPTANCE OF PROPOSAL:

By: _____ Date: _____ P.O.
No. _____

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Attachment: Return Fan vfd 4-30-19 (8261 : Recommendation from F/P Comm to approve Request for Funds to Repair the Air Handler for City

CONTRACT TERMS AND CONDITIONS

1. **Asbestos and Hazardous Materials.** Unless specified in the scope of services, the disturbance, removal or abatement of asbestos or other hazardous materials is not provided for by the terms and conditions of this Contract and in the event that asbestos or other hazardous material is encountered and/or needs to be disturbed in order to complete this project, it will be treated as "extra Work" under Paragraph 11 of this Contract. Tweet/Garot Mechanical, Inc. may require Owner to be responsible for the removal or abatement of asbestos or any other hazardous materials found on the job site before proceeding.
2. **Arbitration/Dispute Resolution.** If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through informal negotiations, either party may escalate the issue to appropriate senior executive management of the parties, with final resolution targeted within fourteen (14) days of such escalation to senior executive management. In all cases, the parties agree to use good faith efforts to achieve resolution in a timely manner. If a resolution cannot be reached during the foregoing dispute resolution process, either party may commence litigation seeking the appropriate remedies and relief. Tweet/Garot and Owner agree that the federal and state courts located in Brown County, Wisconsin shall have exclusive jurisdiction over any and all disputes arising under or out of this Contract, or any document or instrument executed pursuant hereto or in connection herewith; and each further expressly submits to and agrees not to contest any such court's exclusive jurisdiction over such matters.
3. **Limitation on Damages.** TWEET/GAROT MECHANICAL, INC. WILL HAVE NO LIABILITY TO OWNER OR ANY OTHER PERSON FOR LOSS OF PROFITS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY OR BREACH OF ANY OTHER PROVISION IN THIS CONTRACT, NEGLIGENCE OR OTHER SORT, OR OTHERWISE, EVEN IF TWEET/GAROT MECHANICAL, INC. HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF POTENTIAL LOSS OR DAMAGE. IN ADDITION, ANY DAMAGES FOR WHICH TWEET/GAROT MECHANICAL, INC. MAY BE LIABLE TO OWNER SHALL NOT, IN ANY EVENT, EXCEED THE TOTAL PRICE OF THE SERVICES PROVIDED BY TWEET/GAROT MECHANICAL, INC.
4. **Reservation of Rights of Dispute.** In the event that Tweet/Garot Mechanical, Inc. is required, or deems it appropriate, to proceed with and complete any Work which is the subject of a dispute between the Owner and Tweet/Garot Mechanical, Inc. as to whether such Work should be classified as a "change" or as an "extra", Tweet/Garot Mechanical, Inc. may, if it deems it appropriate, but is not required to, proceed with such Work, and therefore or contemporaneously, begin arbitration in accordance

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with the Construction Industry Rules of the American Arbitration Association, to determine whether such Work is in fact a “change” or an “extra” without waiving any said rights, as well as determining the effect of the extra Work.

5. **Attorney Fees.** In the event legal action or arbitration is instituted for the enforcement of any term or condition of this Contract, the prevailing party shall be entitled to an award of reasonable attorney’s fees in said action or arbitration, in addition to the costs and reasonable expenses incurred in the prosecution or defense of said action or arbitration.
6. **Removal of Debris.** Upon completion of Work, Tweet/Garot Mechanical, Inc. agrees to remove all of its own debris and surplus materials from Owner’s property and leave the property in a neat and clean condition. Tweet/Garot Mechanical, Inc. will not be responsible for any charges for any pro-rated proportion of general clean-up of the premises, nor will it be responsible for the disposal of central scrap piles.
7. **Failure to Make Payments.** If the Owner fails to make the scheduled progress payments as defined in “Schedule of Payments,” Tweet/Garot Mechanical, Inc. has the absolute right to cease the performance of any further Work until such time as payment is made. If said payment is more than ten (10) working days late, Tweet/Garot Mechanical, Inc. may treat said lateness as a material breach of this Contract and justifiably refuse to complete the balance of this Contract. Tweet/Garot Mechanical, Inc. may then institute arbitration proceedings as described herein for any and all damages incurred including but not limited to lost profits.
8. **Items Not the Responsibility of Tweet/Garot Mechanical, Inc.** Unless specifically included in the Scope of Services, Tweet/Garot Mechanical, Inc. shall not be held responsible for any violations of applicable building regulations or ordinances, whether cited by the appropriate authority or not. Tweet/Garot Mechanical, Inc. is not responsible for any abnormal or unusual pre-existing conditions.
9. **Excusable Delays.** If Tweet/Garot Mechanical, Inc. is delayed in the performance of the Work by conditions that could not be reasonably foreseen by Tweet/Garot Mechanical, Inc. or are out of the reasonable control of Tweet/Garot Mechanical, Inc., which include, but are not limited to actions taken by Owner, acts of God; fire; explosions or other casualty losses; terrorist acts; strikes, boycotts or other labor disputes; lockouts; hazardous material disturbance, abatement or removal; or acts of governmental bodies, then Owner shall grant Tweet/Garot Mechanical, Inc., a reasonable extension of time. If additional Work or costs are required of, or incurred by Tweet/Garot Mechanical, Inc. as a result of the delay, then Tweet/Garot Mechanical, Inc. shall be entitled to compensation as called for in Paragraph 11.
10. **Safety and OSHA Requirements.** Tweet/Garot Mechanical, Inc. agrees to comply with all local, state and national laws, including without limitation, the provisions of the Accident and Safety Health Act of 1970 and the Construction Safety Act of 1969. Tweet/Garot Mechanical, Inc. is not responsible for any liability caused by the Owner’s noncompliance or any noncompliance of Owner’s employees, agents, representatives or contractors. Owner shall be responsible to provide to Tweet/Garot Mechanical, Inc. personnel all pertinent Material Safety Data Sheets (MSDS) or OSHA’s Hazard Communication Regulations.

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11. **Extra Work.** Tweet/Garot Mechanical, Inc. shall provide the labor and materials specified in the Scope of Services. Additional Work not specified in the Contract will be provided only upon written authorization of Owner. However, in the event that the parties cannot agree on the sum necessary to compensate Tweet/Garot Mechanical, Inc. for the extra Work, then Tweet/Garot Mechanical, Inc. shall be paid its actual costs for the additional labor and materials as well as its normal overhead and profit. In the event that an emergency exists, then Tweet/Garot Mechanical, Inc. may proceed upon the verbal authorization of Owner or Owner's job superintendent and request written confirmation of the verbal authorization within 72 hours, which confirmation shall not be unreasonably refused.
12. **Protection of Work.** To the extent noted herein, Tweet/Garot Mechanical, Inc. will protect its own Work until completion and acceptance of the Work. To allow Tweet/Garot Mechanical, Inc. to protect the Work, Owner shall provide Tweet/Garot Mechanical, Inc. adequate storage space and security on the construction site. Once Tweet/Garot Mechanical, Inc.'s Work is completed, then the Owner shall be responsible for the protection of the Work, as well as the entire project.

If Tweet/Garot Mechanical, Inc.'s Work is damaged or destroyed as a result of actions beyond the reasonable control of Tweet/Garot Mechanical, Inc. or through the negligence of persons other than Tweet/Garot Mechanical, Inc., then Tweet/Garot Mechanical, Inc. shall repair and replace said damage or destroyed Work but will do so only upon being compensated for same. Compensation shall be treated as extra Work and the compensation shall be determined as provided in Paragraph 11.
13. **Concealed Conditions.** In the event that Tweet/Garot Mechanical, Inc. encounters rock, groundwater, underground construction utilities or other conditions unknown to Tweet/Garot Mechanical, Inc. and not reasonably foreseeable by Tweet/Garot Mechanical, Inc., then Tweet/Garot Mechanical, Inc. shall immediately stop Work and call Owner's attention to such concealed conditions in writing. The Contract terms will be equitably adjusted in writing.
14. **Insurance.** Tweet/Garot Mechanical, Inc. will carry worker's compensation insurance to protect Tweet/Garot Mechanical, Inc.'s employees during the progress of the Work. The Owner shall obtain and pay for insurance for injury to its own employees and persons not under the control of Tweet/Garot Mechanical, Inc.
15. **Indemnification.** The Owner shall indemnify and hold harmless Tweet/Garot Mechanical, Inc. from and against any and all claims arising from Owner's use of the job site, or from the conduct of the Owner's business or from any activity, work or things done, permitted or suffered by Owner or others in or about the job site or elsewhere, and shall further indemnify and hold harmless Tweet/Garot Mechanical, Inc. from and against any and all claims arising from any breach or default in the performance of any obligations on the Owner's part to be performed under the terms of the Contract, or arising from any negligence of the Owner or any of the Owner's agents or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or any action or proceeding brought therein; and in case any action or proceeding be brought against Tweet/Garot Mechanical, Inc. by reason of any such claim. The

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Owner, upon notice from Tweet/Garot Mechanical, Inc., shall defend same at the Owner's expense by counsel satisfactory to Tweet/Garot Mechanical, Inc.

16. **Severability.** The terms and conditions of this Contract are severable. The unenforceability, illegality of invalidity or any provision in this Contract will not affect the enforceability, legality or validity of any other provision of this Contract. Each other provision will remain enforceable.
17. **Entire Agreement.** These terms and conditions and the terms set forth in Tweet/Garot, Mechanical, Inc.'s Proposal to Owner are the entire agreement of the parties, supersede any prior agreements relating to the subject matter, and may not be amended or supplemented other than by a written agreement signed by each of the parties. CONFLICTING, DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN ANY PURCHASE ORDER OR OTHER DOCUMENT PROPOSED OR RENDERED BY OWNER WILL NOT APPLY AND TWEET/GAROT MECHANICAL, INC. SPECIFICALLY OBJECTS TO SUCH CONFLICTING, DIFFERENT OR ADDITIONAL TERMS.

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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission to approve a Proposed Extraterritorial Four Lot Certified Survey Map at 4609 Cottonwood Lane in the Town of Ledgeview (Parcel D-2027). Submitted by Steven M. Bieda, PLS, Mau & Associates LLP, authorized representative for Ryan Radue, Seville Properties LLC, property owner.

On April 22, 2019, the Plan Commission unanimously recommended approval of the extraterritorial certified survey map with a vote of 6-0.

ATTACHMENTS:

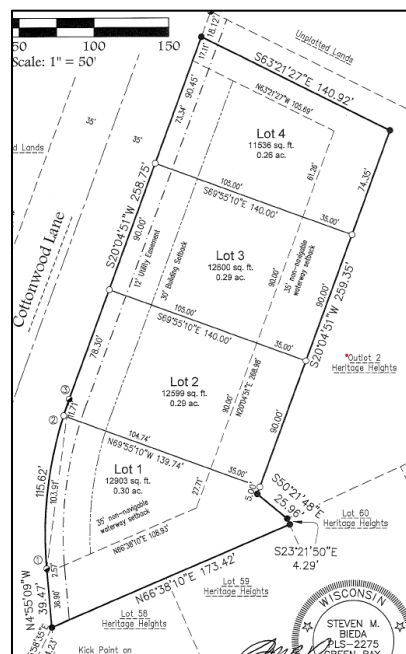
- CSM - Seville Properties in Ledgeview - Plan Commission Report (DOCX)
- Application Form (PDF)
- Preliminary CSM (PDF)

ITEM 3: Recommendation regarding a Proposed Extraterritorial Four Lot Certified Survey Map at 4609 Cottonwood Lane in the Town of Ledgeview (Parcel D-2027). Submitted by Steven M. Bieda, PLS, Mau & Associates LLP, authorized representative for Ryan Radue, Seville Properties LLC, property owner.*

SITE MAP



PROPOSED CERTIFIED SURVEY MAP AREA



REQUESTED ACTION:	Extraterritorial Certified Survey Map Review	
COMMON DESCRIPTION:	4609 Cottonwood Lane, located south and east from the Cottonwood Lane and Heritage Road intersection in the Town of Ledgeview.	
PARCEL NUMBER(S):	D-2027	
EXISTING ZONING:	R-1 Residential for the Town of Ledgeview. Proposed to allow for groups of single family residences (2-6 units per acre) on lots that are 12,000 Sq. ft. to 20,000 sq. ft.	
SURROUNDING LAND USES:	Developing residential to the north, south, and east (Ledgeview). Agricultural across the street to the west (De Pere).	
COMPREHENSIVE PLAN:	Planned Mixed use (Ledgeview).	
APPLICANT/OWNER NAME:	Steven M. Bieda, PLS Mau & Associates LLP Authorized representative 400 SDecurity BLVD, Suite 1 Green Bay, WI 54313	Ryan Radue, Member Seville Properties LLC Property owner 5495 North Avenue Denmark, WI 54208
SITE HISTORY:	After a review of air photographs, the site has remained vacant for agricultural use since 1938. In January 2019, a CSM and was submitted to the City for review. The intent of the CSM is to divide the property into four lots for future residential development. The land division is within the Sewer Service Area for the Town of Ledgeview. There are potential environmentally sensitive areas on the property, including a potential waterway, which will be addressed by Brown County Planning Commission.	
STAFF REVIEW:	When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. • The proposed CSM is located immediately to the east of the City of De Pere border, within the Town of Ledgeview. • The proposed land division will create four new lots for residential (mixed use) development. • The proposed lots meet and exceed the City of De Pere minimum lot size requirement of 8,000 square feet and the minimum street frontage requirement of 75 feet. • The proposed lots 1-3 also meet and exceed the Town of Ledgeview minimum lot size requirement of 12,000 square feet and the minimum street frontage requirement of 90 feet. Proposed lot 4 meets the Town's street frontage requirement,	

but not the lot area requirement.

- The surveyor is aware of this and plans on shifting the property lines between proposed Lots 3 and 4 in order to reach 12,000 sq. ft. for proposed Lot 4.
- There are two issues that must be addressed for the CSM:
 - The City of De Pere Certificate should be modified to reference the date the Clerk signs the document AND the date the City of De Pere approved the document.
 - Also the signature line name should be updated to read Carey E. Danen, City Clerk.

The Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed land division provides opportunities for infill development and does not impact the Comprehensive Plan negatively. The proposed lot sizes, street frontages, and setbacks meet acceptable City requirements.

REVIEW PROCESS:

For extraterritorial certified survey map petitions the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. The Common Council also reviews and provides a final decision of approval or rejection. Common Council is expected to take action on May 21, 2019.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the certified survey map, subject to:

1. Meeting all other state and local regulations, including Brown County Planning Commission.
2. The City of De Pere Certificate should be modified to reference the date the Clerk signs the document AND the date the City of De Pere approved the document. Also the signature line name should be updated to read Carey E. Danen, City Clerk.
3. It is strongly suggested that the area of proposed Lot 4 be increased to at least 12,000 sq. ft. in order to meet the minimum lot size requirements for the Town of Ledgeview



CITY OF DE PERE
APPLICATION FOR
CSM REVIEW

CITY OF DE PERE
RECEIVED
MAR 22 2019
PLANNING DEPT.

Fee: \$ 368.00

Receipt #: 00140667

Date: 22 MAR 2019

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Mau & Associates	Authorized Representative Steve Bieda	Title Professional Land Surveyor	
Mailing Address 400 Security Blvd, Suite 1	City Green Bay	State WI	ZIP Code 54313
Email Address sbieda@mau-associates.com	Phone Number (incl. area code) 920-434-9670	Fax Number (incl. area code)	

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

Name (Ind. Org. or Entity) Seville Properties	Contact Person Ryan Radue	Title Member	
Mailing Address 5495 North Ave	City Denmark	State WI	ZIP Code 54208
Email Address ryanradue@gmail.com	Phone Number (incl. area code) 920-367-2030	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 4609 Cottonwood Lane	Parcel No. D-2027
---	----------------------

SECTION 4: CSM Information

Existing Zoning:	R-1
Present Use of Parcel:	Vacant Land
Proposed Use of Lots:	Single Family Residential

Please submit 1 hard copy and 1 PDF copy of the CSM if the property is located within the City or if the property is located within the extraterritorial jurisdiction.

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print) Steve Bieda	Title Agent	Phone Number 920-434-9670
Signature of Applicant 		Date Signed

TO BE COMPLETED BY CITY STAFF

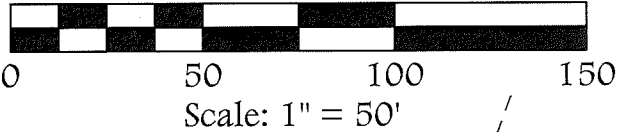
CSM Review authorized by the De Pere Municipal Code, Chapter 46.

✓ April PC Mly

Attachment: Application Form (8163 : Recommendation from Plan Commission to approve a Proposed Extraterritorial Four Lot Certified

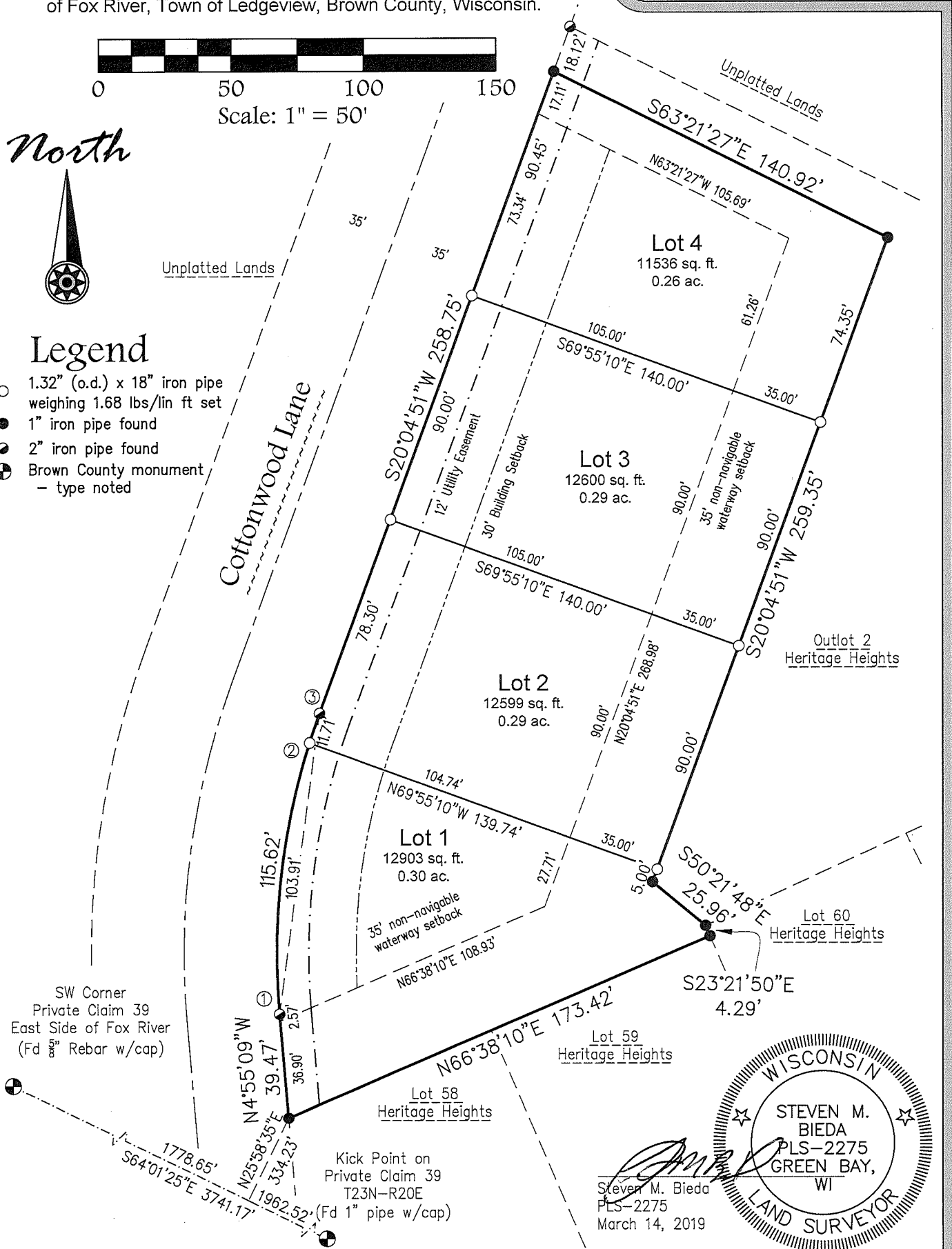
Certified Survey Map

All of Outlot 3 of the recorded plat "Heritage Heights", (Volume 24, Plats, Page 22, Document No. 2756906, Brown County Records), being located in part of Private Claim 39, East Side of Fox River, Town of Ledgerview, Brown County, Wisconsin.



Legend

- 1.32" (o.d.) x 18" iron pipe weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- 2" iron pipe found
- ⊕ Brown County monument - type noted



Client: Seville Properties
Tax Parcel: D-2027
Drafted By: MRA
File: L-12215CSM 031319.dwg
Data File: L-12215.txt

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet One of Three
Project No.: L-12215
Drawing No.: L-10642
Fieldwork Completed: 03/12/2018

Attachment: Preliminary CSM (8163 : Recommendation from Plan Commission to approve a Proposed Extraterritorial Four Lot Certified Survey)

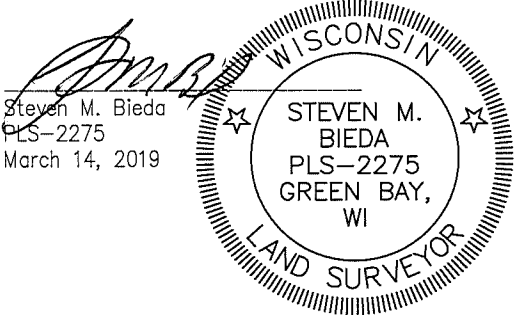


SURVEYOR’S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, PLS–2275, do hereby certify that I have surveyed, divided and mapped all of Outlot 3 of the recorded plat "Heritage Heights", (Volume 24, Plats, Page 22, Document No. 2756906, Brown County Records), being located in part of Private Claim 39, East Side of Fox River, Town of Ledgeview, Brown County, Wisconsin.

Parcel contains 49,638 square feet / 1.14 acres more or less.
Parcel subject to easements and restrictions of record.

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes, the Town of Ledgeview, and the Brown County Planning Commission in surveying, dividing and mapping the same.



Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1–3	115.62	265.00	114.71	N7°34'51"E	24°59'58"	—
1–2	103.91	265.00	103.25	N6°18'55"E	22°28'06"	—
2–3	11.71	265.00	11.71	N18°48'52"E	2°31'52"	—

CERTIFICATE OF THE BROWN COUNTY PLAN COMMISSION

Approved for the Brown County Plan Commission this ____ day of _____, 20__.

Dan Teeters
Senior Planner

CERTIFICATE OF THE BROWN COUNTY TREASURER

As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the dates listed below.

Paul D. Zeller Date
Brown County Treasurer

CERTIFICATE OF THE TOWN OF LEDGEVIEW

Approved for the Town of Ledgeview this ____ day of _____, 20__.

Sarah K. Burdette
Town Clerk

Sheet Two of Three
Project No.: L-12215
Drawing No.: L-10642



Attachment: Preliminary CSM (8163 : Recommendation from Plan Commission to approve a Proposed Extraterritorial Four Lot Certified Survey)

Approved for the City of DePere this _____ day of _____, 20____

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

Seville Properties LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that said limited liability company caused the easements to be granted and the land on this Certified Survey Map to be surveyed, divided, dedicated, and mapped as represented hereon. Seville Properties LLC LLC does further certify that this Certified Survey Map is required to be submitted to the Brown County Planning Commission, City of DePere and the Town of Ledaeview for approval or objection in accordance with current Land Subdivision Ordinances.

In Witness Whereof, the said Seville Properties LLC has caused these presents to be signed by Ryan Radue, its Member, on this _____ day of _____, 20____.

Ryan Radue	Member
------------	--------

Personally came before me this _____ day of _____, 20____, the above named Member of said Limited Liability Company and acknowledged that he executed the foregoing instrument as such Member as the deed of said Limited Liability Company, by its authority.

Notary Public
Brown County, Wisconsin

My Commission Expires _____

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

NOTES

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Town of Ledgeview has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

The lots of this land division may experience noise at levels exceeding the levels in S. Trans 405.04 Table I. These levels are based on federal standards. The department of transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the department to the highway's through-lane capacity.

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

Lots 1-4 contain an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes non-navigable waterways, all land within 35 feet of the top of bank of non-navigable waterways. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.

Steven M. Bieda
PLS-2275
March 14, 2019



Sheet Three of Three
Project No.: L-12215
Drawing No.: L-10642



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to approve award of Contract 19-07 Asphalt, Curb, and Sewer Repair to Northeast Asphalt, Inc. in the amount of \$650,543.13

The Board of Public Works at the May 13, 2019 meeting approved awarding Contract 19-07 Asphalt, Curb, and Sewer Repair to Northeast Asphalt in the amount of \$650,543.13 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2019 0513 CI_BOPW_Consider_Award_of_Contract_19-07 (PDF)
- 2019 0502 CE_Project_19-07_Bid_Tab (PDF)

CITY OF DE PERE MEMO



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

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

Date: May 13, 2019

RE: **Consider Award of Contract 19-07 Asphalt, Curb, and Sewer Repair***

The Engineering Department received bids on Project 19-07 Asphalt, Curb, and Sewer Repair on May 2, 2019. This work includes: spot storm relay, inlet repair and replacement, manhole adjustment and repair, spot curb and gutter repair and replacement, asphaltic concrete pavement milling, pulverizing asphaltic concrete pavement, asphaltic concrete paving, and asphaltic concrete pavement patching. The bids received were as follows:

Contractor	Amount
Northeast Asphalt, Inc.	\$650,543.13
MCC, Inc.	\$657,357.37

The budgeted amount from the capital improvement fund is \$675,000. Funding will be \$455,000 from general obligation debt, \$17,000 from sewerage revenue fund, \$20,000 from storm water utility fund, \$14,000 from the water utility fund, \$131,000 from the Parks Department capital improvement fund, \$13,000 from the development agreement for Trailside Estates (Roth Road) and \$25,000 from the development agreement for Southbridge Estates First Addition Subdivision.

Staff's recommendation is to accept the bid from Northeast Asphalt, Inc. for \$650,543.13.

**PROJECT 19-07 ASPHALT, CURB, AND SEWER REPAIR
BID TAB**



ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2	
				Northeast Asphalt, Inc.		MCC, Inc.	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER							
SS-01	Remove and Relay 8" Sanitary Sewer (Natural Backfill)	LF	50	\$ 275.00	\$ 13,750.00	\$ 276.62	\$ 13,831.00
SS-02	Provide Inside Manhole Drop	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,508.86	\$ 1,508.86
SS-03	Extend Manhole Drop	EA	1	\$ 250.00	\$ 250.00	\$ 1,508.86	\$ 1,508.86
STORM SEWER							
ST-01	Provide 8" PVC Storm Sewer (Optimist Park)	LF	20	\$ 76.83	\$ 1,536.60	\$ 100.59	\$ 2,011.80
ST-02	Provide 8" x 8" Nyloplast Yard Drain (Optimist Park)	EA	1	\$ 672.00	\$ 672.00	\$ 1,408.27	\$ 1,408.27
ST-03	Connect to Existing Storm Sewer (Optimist Park)	EA	1	\$ 300.00	\$ 300.00	\$ 1,005.91	\$ 1,005.91
ST-04	Spot Repair 8" Storm Sewer	EA	3	\$ 2,061.63	\$ 6,184.89	\$ 2,514.77	\$ 7,544.31
ST-05	Spot Repair 12" Storm Sewer	EA	1	\$ 2,270.41	\$ 2,270.41	\$ 2,816.54	\$ 2,816.54
ST-06	Spot Repair 15" Storm Sewer	EA	1	\$ 2,517.16	\$ 2,517.16	\$ 3,017.72	\$ 3,017.72
ST-07	Spot Repair 21" Storm Sewer	EA	1	\$ 3,489.47	\$ 3,489.47	\$ 3,822.45	\$ 3,822.45
STREET AND DRAINAGE							
SD-01	Mill Asphaltic Concrete Pavement	SY	28,700	\$ 1.80	\$ 51,660.00	\$ 2.90	\$ 83,230.00
SD-02	Spot Milling for Asphalt Surface (Bridgeport Circle and Roth Road)	SY	50	\$ 68.50	\$ 3,425.00	\$ 30.98	\$ 1,549.00
SD-03	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1 3/4" Upper Layer	TON	4,000	\$ 65.90	\$ 263,600.00	\$ 61.43	\$ 245,720.00
SD-04	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 1/4" Lower Layer	TON	900	\$ 73.10	\$ 65,790.00	\$ 56.22	\$ 50,598.00
SD-05	Full Depth Asphalt Patch	SY	200	\$ 66.45	\$ 13,290.00	\$ 48.67	\$ 9,734.00
SD-06	Remove and Replace 24" Concrete Curb and Gutter	LF	950	\$ 50.00	\$ 47,500.00	\$ 50.30	\$ 47,785.00
SD-07	Remove and Replace 6-Inch Concrete Driveway	SY	12	\$ 100.00	\$ 1,200.00	\$ 100.59	\$ 1,207.08
SD-08	Drilled Tie Bars (Existing Sidewalk and Curb and Gutter)	EA	200	\$ 8.00	\$ 1,600.00	\$ 8.05	\$ 1,610.00
SD-09	Landscaping-Topsoil, Seed, Fertilizer and Mulch	SY	50	\$ 8.00	\$ 400.00	\$ 23.14	\$ 1,157.00
STREET AND DRAINAGE (OPTIMIST PARK)							
SD-10	Unclassified Excavation	CY	540	\$ 16.00	\$ 8,640.00	\$ 10.09	\$ 5,448.60
SD-11	Provide 1 1/4" Crushed Aggregate Base Course (15" Depth)	TON	1,650	\$ 14.53	\$ 23,974.50	\$ 14.78	\$ 24,387.00
SD-12	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1 3/4" Upper Layer	TON	140	\$ 72.55	\$ 10,157.00	\$ 75.46	\$ 10,564.40
SD-13	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 3" Upper Layer (Basketball Court)	TON	90	\$ 102.35	\$ 9,211.50	\$ 102.52	\$ 9,226.80
SD-14	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 1/4" Lower Layer	TON	170	\$ 75.85	\$ 12,894.50	\$ 74.72	\$ 12,702.40
SD-15	Provide 24" Concrete Curb and Gutter	LF	500	\$ 35.00	\$ 17,500.00	\$ 35.21	\$ 17,605.00
SD-16	Provide 4" Concrete Sidewalk	SY	125	\$ 90.00	\$ 11,250.00	\$ 90.53	\$ 11,316.25
SD-17	Provide 8" Concrete Sidewalk, Ramp, and Driveway	SY	45	\$ 110.00	\$ 4,950.00	\$ 110.65	\$ 4,979.25
SD-18	Landscaping-Topsoil, Seed, Fertilizer and Mulch	SY	1,300	\$ 3.00	\$ 3,900.00	\$ 4.43	\$ 5,759.00
SD-19	Ditching	LF	350	\$ 8.13	\$ 2,845.50	\$ 4.80	\$ 1,680.00
SD-20	Stripping Asphaltic Concrete Pavement (Basketball Court)	SY	515	\$ 3.24	\$ 1,668.60	\$ 1.81	\$ 932.15
STREET AND DRAINAGE (VFW PARK PATH)							
SD-21	Pulverize Asphaltic Concrete Pavement	SY	300	\$ 3.30	\$ 990.00	\$ 2.37	\$ 711.00
SD-22	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 2" Upper Layer	TON	60	\$ 110.10	\$ 6,606.00	\$ 105.74	\$ 6,344.40
SPECIAL CONSTRUCTION							
SC-01	Adjust Inlets	EA	25	\$ 600.00	\$ 15,000.00	\$ 603.54	\$ 15,088.50
SC-02	Reconstruct Inlet (Adjust More than 1.0')	VF	10	\$ 650.00	\$ 6,500.00	\$ 653.84	\$ 6,538.40
SC-03	Adjust Manhole	EA	25	\$ 510.00	\$ 12,750.00	\$ 754.43	\$ 18,860.75
SC-04	Reconstruct Manhole (Adjust More than 1.0')	VF	15	\$ 610.00	\$ 9,150.00	\$ 855.02	\$ 12,825.30
SC-05	Pavement Marking Epoxy 4-Inch White	LF	200	\$ 8.00	\$ 1,600.00	\$ 8.05	\$ 1,610.00
SC-06	Pavement Marking Stop Line Epoxy 18-Inch White	LF	20	\$ 13.00	\$ 260.00	\$ 13.08	\$ 261.60
SPECIAL CONSTRUCTION (OPTIMIST PARK PARKING LOT)							
SC-07	Provide Silt Fence	LF	500	\$ 2.38	\$ 1,190.00	\$ 2.26	\$ 1,130.00
SC-08	Inlet Protection Type D	EA	2	\$ 75.00	\$ 150.00	\$ 100.59	\$ 201.18
SC-09	Tracking Pad	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 775.01	\$ 775.01
SC-10	Pavement Marking Epoxy 4-Inch White	LF	550	\$ 8.00	\$ 4,400.00	\$ 8.05	\$ 4,427.50
SC-11	Pavement Marking (Handicap Symbol White) Epoxy	EA	2	\$ 250.00	\$ 500.00	\$ 251.48	\$ 502.96
SC-12	Pavement Marking (Direction Arrow White) Epoxy	EA	4	\$ 250.00	\$ 1,000.00	\$ 251.48	\$ 1,005.92
SC-13	Tree Removal and Grind Stump	ID	20	\$ 1.00	\$ 20.00	\$ 70.41	\$ 1,408.20
BASE BID TOTALS					\$ 650,543.13		\$ 657,357.37

Attachment: 2019 0502 CE Project 19-07 Bid Tab (8255 : Recom from BOPW to Award Contract 19-07 Asphalt, Curb, and Sewer Repair)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to reject all bids for Project 19-04 James Street Reconstruction & Streetscape

The Board of Public Works at the May 13, 2019 meeting approved the rejection of bids for project 19-04 James Street Reconstruction and Streetscape and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2019 0513 CI_BOPW_Consider rejection of 19-04 (PDF)
- 19-04 James Street BID TAB (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Bill Boyle, GIS Manager/Project Manager
Date: May 13, 2019

RE: **Consider Rejection of bids for Project 19-04 James Street Reconstruction & Streetscape***

The Development Services Department received bids on Project 19-04 James Street Reconstruction & Streetscape on April 18, 2019. The project involved the reconstruction of James Street between Broadway and Wisconsin Streets, installation of new 10" sanitary sewer, as well as the construction of streetscape amenities. The base bids received were as follows:

Contractor	Amount
Vinton Construction Co.	\$799,056.00
Highway Landscapers, Inc.	\$836,611.35
De Groot, Inc.	\$881,726.80

Staff is recommending rejection of the bids. The construction cost was estimated at \$512,000 with a full budgeted amount of \$500,000 from TID7 and \$100,000 from the street management capital projects fund. Based on discussions with our Consultants and the bidders, we believe the volatility in bids is a result of ample work in the area, scheduling and the bidders being unaccustomed to streetscape projects.

Staff is exploring options to reduce the cost including: separating the 2020 project bid to capitalize on individual contractor strengths (e.g. Utility Bid, Landscape Bid, etc.), re-bid in December for optimal 2020 pricing, or incorporate into a larger City construction project.

Bid Tabulation
City of De Pere
James Street Reconstruction & Streetscape



Date: 22-Apr-19
Time: 1:00 PM
By: RPV
Chk'd: PJS

City of De Pere Project No.: 19-04
GRAEF Project No.: 2018-1013

Contractor:
Location:

Vinton Construction Co.
Two Rivers, WI

Highway Landscapers, Inc.
Little Chute, WI

De Groot, Inc.
Green Bay, WI

Item No.	Description	Quantity	Units
DIVISION 01 - GENERAL REQUIREMENTS			
1	Mobilization	1	L.S.
DIVISION 02 - EXISTING CONDITIONS			
2	Demolish Building Foundation	1	L.S.
3	Remove Fountain Structure	1	L.S.
4	Abandon Water Service	110	L.F.
5	Remove Storm Sewer, 4-Inch & 6-Inch (Underdrain)	250	L.F.
6	Remove Concrete Pavement, 8-Inch	7	S.Y.
7	Remove Asphaltic Surface	842	S.Y.
8	Remove Curb and Gutter	684	L.F.
9	Remove Concrete Sidewalk	330	S.Y.
10	Remove Brick Pavers (Sidewalk)	450	S.Y.
11	Remove Metal Bollards	8	EA.
12	Sawcut Asphalt	217	L.F.
13	Sawcut Concrete	232	L.F.
DIVISION 03 - CONCRETE			
14	Water Wall Foundation (includes excavation, concrete, reinforcing, anchor bolts, and backfill)	1	L.S.
15	Wind Wall Foundation (includes excavation, concrete, reinforcing, anchor plate, and backfill)	1	L.S.
DIVISION 12 - FURNISHINGS			
16	Install Bench, 6' L	9	EA.
17	Install Bench, 6' L with Internal LED Illumination (no backs)	3	EA.
18	2-top Table and Chairs	3	EA.
19	Trash Receptacle	2	EA.
20	Recycling Receptacle	2	EA.
21	Remove, Salvage & Install Bicycle Rack	3	EA.
22	Remove, Salvage & Install Historic Marker/Sign	1	EA.
23	Remove, Salvage & Install Traffic Signs	2	EA.
24	Remove Flag Pole	1	EA.
25	Provide Water Wall, Including Installation	1	L.S.
26	Decorative Tree Grate, 8" x 8" with 2 Flush-mounted Up-lights	8	EA.
DIVISION 26 - ELECTRICAL			
27	Provide New 60A/3P Breaker, in panel at corner of James and Michigan	1	EA.
28	Remove Pedestrian Walkway Light Concrete Base	9	EA.
29	Remove, Salvage, & Install Street Light and Pole, including new base & wiring	3	EA.
30	Remove Electrical Cabinet	1	EA.
31	Salvage & Reuse Existing Conduit & Panel Circuits	1	EA.
32	Remove Branch Wiring to Cabinet, 1/0 TWHN	500	L.F.
33	Wiring Connection at Light Fixture Type OA	16	EA.
34	Light Fixture Type OB, including concrete base	6	EA.
35	Conduit Rigid Nonmetallic Schedule 40, 1-Inch	500	L.F.
36	Wiring Connection at Lighted Bench	3	EA.
37	Wiring Connection at Water Feature Control Panel	1	EA.
38	Electrical Wire Lighting 12 AWG	800	L.F.
39	Electrical Wire Lighting 10 AWG	1400	L.F.
40	Electrical Wire Lighting 3 AWG	1500	L.F.
41	Electrical Wire Ground 8 AWG	500	L.F.
42	Enclosure, NEMA 4	1	EA.
43	Branch Panel, Type NQ Load Center, 18-space, 60A MCB	1	EA.
44	In-ground Box with Duplex Receptacles	2	EA.
45	Lighting Control Panel, 8-relay	1	EA.
DIVISION 31 - EARTHWORK			
46	Provide Clearing and Grubbing (Tree and Shrub Removal)	1	L.S.
47	Tree Protection Fencing	370	L.F.
48	Unclassified Excavation	890	C.Y.
49	Inlet Protection, Type D	4	EA.
DIVISION 32 - EXTERIOR IMPROVEMENTS			
50	Provide 1 1/4" Crushed Aggregate Base Course	980	TON
51	Concrete Pavement (Repair & Electrical Cabinet Pad), 8-Inch	11	S.Y.
52	Drilled Tie Bars	20	EA.
53	Provide Asphaltic Concrete Pavement	146	TON
54	Concrete Curb and Gutter, 24-inch Type D	710	L.F.
55	Concrete Sidewalk, 4-inch	703	S.Y.
56	Topsoil, Seed, Fertilizer & Mulch	75	S.Y.
57	Pavement Marking, Line, Epoxy, 4-inch	224	L.F.
58	Pavement Marking, Line, Epoxy, 6-inch	67	L.F.
59	Pavement Marking, Line, Epoxy, 18-inch	24	L.F.
60	Pavement Marking, Stop Line, Epoxy, 12-inch	12	L.F.
61	Provide Detectable Warning Field	3	EA.
62	Provide 6"x36" Bolt Down Bollard, Sch. 40 Steel	1	EA.
63	Backfill for Plant Beds, 24" depth	277	CY
64	Autumn Brilliance Serviceberry, 2 1/2" cal	8	EA.
65	China Snow Peking Lilac, 10'-12' clump	2	EA.
66	Bergeson Compact Dogwood, 24" ht	8	EA.
67	Dwarf Bush Honeysuckle, 24" ht	9	EA.
68	Dwarf Limelight Hydrangea, 24" ht	16	EA.
69	Dwarf Pavement Rugosa Rose, 18" ht	11	EA.
70	Doublefile Viburnum, 36" ht	2	EA.
71	Taunton Spreading Yew, 30" ht	9	EA.
72	Lad's Mantle, 1 gal.	10	EA.
73	Summer Beauty Onion, 4" pot	52	EA.
74	Blue False Indigo, 1 gal.	7	EA.
75	Bolton's Aster, 1 gal.	8	EA.
76	Montrose White Calamint, 1 gal.	67	EA.
77	Old Fashioned Pink Bleeding Heart, 1 gal.	3	EA.
78	Little Grapette Daylily, 1 gal.	31	EA.
79	Strawberry Candy Daylily, 1 gal.	63	EA.
80	Guacamole Hosta, 1 gal.	29	EA.
81	Feedback Bearded Iris, 1 gal.	7	EA.
82	Walker's Low Catmint, 1 gal.	4	EA.
83	Bartzella Itoh Peony, 1 gal.	4	EA.
84	Fireworks Goldenrod, 1 gal.	19	EA.
85	Wooly Thyme, 4" pot	54	EA.
86	Feather Reed Grass, 1 gal.	27	EA.
87	Copper Shouldered Oval Sedge, 4" pot	113	EA.
88	Pennsylvania Sedge, 4" pot	96	EA.
89	Tufted Hair Grass, 4" pot	38	EA.
90	Shenandoah Switch Grass, 1 gal.	12	EA.
91	Carousel Little Bluestem, 1 gal.	35	EA.
92	Indiangrass, 1 gal.	7	EA.
93	Tara Dwarf Prairie Dropseed, 4" pot	64	EA.
94	Purple Sensation Allium	58	EA.
95	Majestic Lavender Crocus Mixture	157	EA.
96	Dutch Master Daffodil	301	EA.
97	Ice Follies Large Cupped Daffodil	209	EA.
98	Shredded Hardwood Bark Mulch, 3" th.	3740	S.F.
DIVISION 33 - UTILITIES			
99	Provide 2" HDPE Water Service	163	L.F.
100	Provide 2" Corporation and Curb Stop	1	EA.
101	Provide 3/4" HDPE Water Service	30	L.F.
102	Provide 3/4" Hose Bibb	3	EA.
103	Remove & Relay 10" PVC Sanitary Sewer	251	L.F.
104	Connect to Existing Sanitary Manhole	2	EA.
105	Remove & Relay 6" or 4" PVC Sanitary Lateral	240	L.F.
106	Provide 4" PVC Sanitary Sewer Lateral	12	L.F.
107	Provide 6" PVC Storm Sewer Lateral	29	L.F.
108	Provide 4" PVC Storm Sewer Lateral	119	L.F.
109	Connect to Existing Storm Inlet	1	EA.
110	Adjust Inlet/Manhole Covers	5	EA.

Unit Price	Total Price
\$ 106,000.00	\$ 106,000.00
\$ 13,000.00	\$ 13,000.00
\$ 18,000.00	\$ 18,000.00
\$ 17.00	\$ 1,870.00
\$ 13.00	\$ 3,250.00
\$ 15.00	\$ 105.00
\$ 4.50	\$ 3,789.00
\$ 3.00	\$ 2,052.00
\$ 5.60	\$ 1,848.00
\$ 5.60	\$ 2,520.00
\$ 250.00	\$ 2,000.00
\$ 3.00	\$ 651.00
\$ 3.00	\$ 696.00
\$ 9,300.00	\$ 9,300.00
\$ 9,300.00	\$ 9,300.00
\$ 3,285.00	\$ 29,565.00
\$ 3,200.00	\$ 9,600.00
\$ 2,750.00	\$ 8,250.00
\$ 2,500.00	\$ 5,000.00
\$ 2,500.00	\$ 5,000.00
\$ 750.00	\$ 2,250.00
\$ 750.00	\$ 750.00
\$ 750.00	\$ 1,500.00
\$ 870.00	\$ 870.00
\$ 138,000.00	\$ 138,000.00
\$ 7,000.00	\$ 56,000.00
\$ 1,500.00	\$ 1,500.00
\$ 200.00	\$ 1,800.00
\$ 3,750.00	\$ 11,250.00
\$ 1,500.00	\$ 1,500.00
\$ 7,500.00	\$ 7,500.00
\$ 5.00	\$ 2,500.00
\$ 750.00	\$ 12,000.00
\$ 1,750.00	\$ 10,500.00
\$ 5.00	\$ 2,500.00
\$ 1,500.00	\$ 4,500.00
\$ 6,500.00	\$ 6,500.00
\$ 0.60	\$ 480.00
\$ 0.80	\$ 1,120.00
\$ 1.75	\$ 2,625.00
\$ 1.00	\$ 500.00
\$ 4,750.00	\$ 4,750.00
\$ 1,250.00	\$ 1,250.00
\$ 1,500.00	\$ 3,000.00
\$ 4,500.00	\$ 4,500.00
\$ 5,000.00	\$ 5,000.00
\$ 5.00	\$ 1,850.00
\$ 21.00	\$ 18,690.00
\$ 100.00	\$ 400.00
\$ 14.50	\$ 14,210.00
\$ 100.00	\$ 1,100.00
\$ 10.00	\$ 200.00
\$ 147.00	\$ 21,462.00
\$ 24.15	\$ 17,146.50
\$ 68.00	\$ 47,804.00
\$ 12.00	\$ 900.00
\$ 10.75	\$ 2,408.00
\$ 12.00	\$ 804.00
\$ 30.00	\$ 720.00
\$ 20.00	\$ 240.00
\$ 300.00	\$ 900.00
\$ 1,000.00	\$ 1,000.00
\$ 45.00	\$ 12,465.00
\$ 700.00	\$ 5,600.00
\$ 650.00	\$ 1,300.00
\$ 60.00	\$ 480.00
\$ 60.00	\$ 540.00
\$ 50.00	\$ 800.00
\$ 50.00	\$ 550.00
\$ 60.00	\$ 120.00
\$ 75.00	\$ 675.00
\$ 20.00	\$ 200.00
\$ 12.00	\$ 624.00
\$ 20.00	\$ 140.00
\$ 20.00	\$ 160.00
\$ 20.00	\$ 1,340.00
\$ 20.00	\$ 60.00
\$ 20.00	\$ 620.00
\$ 20.00	\$ 1,260.00
\$ 20.00	\$ 580.00
\$ 20.00	\$ 140.00
\$ 20.00	\$ 80.00
\$ 20.00	\$ 80.00
\$ 30.00	\$ 570.00
\$ 15.00	\$ 810.00
\$ 30.00	\$ 810.00
\$ 15.00	\$ 1,695.00
\$ 15.00	\$ 1,440.00
\$ 15.00	\$ 570.00
\$ 30.00	\$ 360.00
\$ 30.00	\$ 1,050.00
\$ 30.00	\$ 210.00
\$ 15.00	\$ 960.00
\$ 4.00	\$ 232.00
\$ 3.50	\$ 549.50
\$ 4.00	\$ 1,204.00
\$ 4.00	\$ 836.00
\$ 0.85	\$ 3,179.00
\$ 94.00	\$ 15,322.00
\$ 1,650.00	\$ 1,650.00
\$ 111.00	\$ 3,330.00
\$ 480.00	\$ 1,440.00
\$ 152.00	\$ 38,152.00
\$ 961.00	\$ 1,922.00
\$ 147.00	\$ 35,280.00
\$ 210.00	\$ 2,520.00
\$ 74.00	\$ 2,146.00
\$ 51.00	\$ 6,069.00
\$ 410.00	\$ 410.00
\$ 450.00	\$ 2,250.00

Unit Price	Total Price
\$ 91,525.00	\$ 91,525.00
\$ 17,500.00	\$ 17,500.00
\$ 16,500.00	\$ 16,500.00
\$ 17.00	\$ 1,870.00
\$ 30.00	\$ 7,500.00
\$ 90.00	\$ 630.00
\$ 5.50	\$ 4,631.00
\$ 4.00	\$ 2,736.00
\$ 5.00	\$ 1,650.00
\$ 5.00	\$ 2,250.00
\$ 275.00	\$ 2,200.00
\$ 1.55	\$ 336.35
\$ 2.25	\$ 522.00
\$ 22,500.00	\$ 22,500.00
\$ 13,500.00	\$ 13,500.00
\$ 3,600.00	\$ 32,400.00
\$ 3,700.00	\$ 11,100.00
\$ 2,950.00	\$ 8,850.00
\$ 3,100.00	\$ 6,200.00
\$ 3,100.00	\$ 6,200.00
\$ 1,500.00	\$ 4,500.00
\$ 1,200.00	\$ 1,200.00
\$ 600.00	\$ 1,200.00
\$ 1,200.00	\$ 1,200.00
\$ 113,400.00	\$ 113,400.00
\$ 9,900.00	\$ 79,200.00
\$ 1,500.00	\$ 1,500.00
\$ 200.00	\$ 1,800.00
\$ 3,750.00	\$ 11,250.00
\$ 1,500.00	\$ 1,500.00
\$ 7,500.00	\$ 7,500.00
\$ 5.00	\$ 2,500.00
\$ 750.00	\$ 12,000.00
\$ 1,750.00	\$ 10,500.00
\$ 5.00	\$ 2,500.00
\$ 1,500.00	\$ 4,500.00
\$ 6,500.00	\$ 6,500.00
\$ 0.60	\$ 480.00
\$ 0.80	\$ 1,120.00
\$ 1.75	\$ 2,625.00
\$ 1.00	\$ 500.00
\$ 4,750.00	\$ 4,750.00
\$ 1,250.00	\$ 1,250.00
\$ 1,500.00	\$ 3,000.00
\$ 4,500.00	\$ 4,500.00
\$ 4,500.00	\$ 4,500.00
\$ 6.00	\$ 2,220.00
\$ 20.00	\$ 17,800.00
\$ 125.00	\$ 500.00
\$ 18.50	\$ 18,130.00
\$ 100.00	\$ 1,100.00
\$ 10.00	\$ 200.00
\$ 145.50	\$ 21,243.00
\$ 25.50	\$ 18,105.00
\$ 68.00	\$ 47,804.00
\$ 20.00	\$ 1,500.00
\$ 10.75	\$ 2,408.00
\$ 12.00	\$ 804.00
\$ 30.00	\$ 720.00
\$ 20.00	\$ 240.00
\$ 300.00	\$ 900.00
\$ 1,250.00	\$ 1,250.00
\$ 70.00	\$ 19,390.00
\$ 600.00	\$ 4,800.00
\$ 675.00	\$ 1,350.00
\$ 54.00	\$ 432.00
\$ 45.00	\$ 405.00
\$ 51.00	\$ 816.00
\$ 45.00	\$ 495.00
\$ 75.00	\$ 150.00
\$ 75.00	\$ 675.00
\$ 18.00	\$ 180.00
\$ 12.00	\$ 624.00
\$ 18.00	\$ 126.00
\$ 18.00	\$ 144.00
\$ 18.00	\$ 1,206.00
\$ 24.00	\$ 72.00
\$ 18.00	\$ 558.00
\$ 21.00	\$ 1,323.00
\$ 24.00	\$ 696.00
\$ 24.00	\$ 168.00
\$ 18.00	\$ 72.00
\$ 65.00	\$ 260.00
\$ 18.00	\$ 342.00
\$ 18.00	\$ 972.00
\$ 24.00	\$ 648.00
\$ 16.00	\$ 1,808.00
\$ 16.00	\$ 1,536.00
\$ 16.00	\$ 608.00
\$ 24.00	\$ 288.00
\$ 24.00	\$ 840.00
\$ 7.00	\$ 49.00
\$ 6.00	\$ 384.00
\$ 4.44	\$ 348.00
\$ 6.00	\$ 942.00
\$ 6.00	\$ 1,806.00
\$ 6.00	\$ 1,254.00
\$ 2.10	\$ 7,854.00
\$ 94.00	\$ 15,322.00
\$ 1,650.00	\$ 1,650.00
\$ 111.00	\$ 3,330.00
\$ 480.00	\$ 1,440.00
\$ 152.00	\$ 38,152.00
\$ 961.00	\$ 1,922.00
\$ 147.00	\$ 35,280.00
\$ 210.00	\$ 2,520.00
\$ 74.00	\$ 2,146.00
\$ 51.00	\$ 6,069.00
\$ 410.00	\$ 410.00
\$ 750.00	\$ 3,750.00

Unit Price	Total Price
\$ 63,630.00	\$ 63,630.00
\$ 17,675.00	\$ 17,675.00
\$ 30,300.00	\$ 30,300.00
\$ 6.06	\$ 666.60
\$ 10.10	\$ 2,525.00
\$ 65.65	\$ 459.55
\$ 10.61	\$ 8,933.62
\$ 6.57	\$ 4,493.88
\$ 12.12	\$ 3,999.60
\$ 10.10	\$ 4,545.00
\$ 252.50	\$ 2,020.00
\$ 3.03	\$ 657.51
\$ 5.05	\$ 1,171.60
\$ 25,755.00	\$ 25,755.00
\$ 24,745.00	\$ 24,745.00
\$ 3,218.48	\$ 28,966.32
\$ 3,093.70	\$ 9,281.10
\$ 3,285.36	\$ 9,856.08
\$ 2,828.00	\$ 5,656.00
\$ 2,828.00	\$ 5,656.00
\$ 858.50	\$ 2,575.50
\$ 2,525.00	\$ 2,525.00
\$ 505.00	\$ 1,010.00
\$ 505.00	\$ 505.00
\$ 160,122.88	\$ 160,122.88
\$ 7,685.38	\$ 61,483.04
\$ 1,666.50	\$ 1,666.50
\$ 222.20	\$ 1,999.80
\$ 4,166.25	\$ 12,498.75
\$ 1,666.50	\$ 1,666.50
\$ 8,332.50	\$ 8,332.50
\$ 5.56	\$ 2,780.00
\$ 833.25	\$ 13,332.00
\$ 1,944.25	\$ 11,665.50
\$ 5.56	\$ 2,780.00
\$ 1,666.50	\$ 4,999.50
\$ 7,221.50	\$ 7,221.50
\$ 0.67	\$ 536.00
\$ 0.89	\$ 1,246.00
\$ 1.95	\$ 2,925.00
\$ 1.11	\$ 555.00
\$ 5,277.25	\$ 5,277.25
\$ 1,388.75	\$ 1,388.75
\$ 1,666.50	\$ 3,333.00
\$ 4,999.50	\$ 4,999.50
\$ 8,332.50	\$ 8,332.50
\$ 15.15	\$ 5,605.50
\$ 26.67	\$ 23,736.30
\$ 202.00	\$ 808.00
\$ 15.41	\$ 15,101.80
\$ 111.10	\$ 1,222.10
\$ 11.11	\$ 222.20
\$ 96.66	\$ 14,112.36
\$ 30.71	\$ 21,804.10
\$ 81.55	\$ 57,329.65
\$ 20.20	\$ 1,515.00
\$ 11.95	\$ 2,676.80
\$ 13.33	\$ 893.11
\$ 33.33	\$ 799.92
\$ 22.22	\$ 266.64
\$ 333.30	\$ 999.90
\$ 1,212.00	\$ 1,212.00
\$ 59.09	\$ 16,367.93
\$ 777.70	\$ 6,221.60
\$ 722.15	\$ 1,444.30
\$ 66.66	\$ 533.28
\$ 66.66	\$ 599.94
\$ 55.55	\$ 888.80
\$ 55.55	\$ 611.05
\$ 66.66	\$ 133.32
\$ 83.33	\$ 749.97
\$ 22.22	\$ 222.20
\$ 13.33	\$ 693.16
\$ 22.22	\$ 155.54
\$ 22.22	\$ 177.76
\$ 22.22	\$ 1,488.74
\$ 22.22	\$ 66.66
\$ 22.22	\$ 688.82
\$ 22.22	\$ 1,399.86
\$ 22.22	\$ 644.38
\$ 22.22	\$ 155.54
\$ 22.22	\$ 88.88
\$ 22.22	\$ 88.88
\$ 33.33	\$ 633.27
\$ 16.67	\$ 900.18
\$ 33.33	\$ 899.91
\$ 16.67	\$ 1,883.71
\$ 16.67	\$ 1,600.32
\$ 16.67	\$ 633.46
\$ 33.33	\$ 339.96
\$ 33.33	\$ 1,166.55
\$ 33.33	\$ 233.31
\$ 16.67	\$ 1,066.88
\$ 4.44	\$ 257.52
\$ 3.89	\$ 610.73
\$ 4.44	\$ 1,336.44
\$ 4.44	\$ 927.96
\$ 1.01	\$ 3,777.40
\$ 79.27	\$ 12,921.01
\$ 4,620.75	\$ 4,620.75
\$ 85.85	\$ 2,575.50
\$ 1,010.00	\$ 3,030.00
\$ 120.75	\$ 30,308.25
\$ 3,535.00	\$ 7,070.00
\$ 118.49	\$ 28,437.60
\$ 91.91	\$ 1,102.92
\$ 70.70	\$ 2,050.30
\$ 68.20	\$ 8,115.80
\$ 2,020.00	\$ 2,020.00
\$ 934.25	\$ 4,671.25



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for ESales Inc (DBA Pasquales), 305 Main Av. Submitted by ESales Inc, Agent: Tye Hartwell, De Pere, WI.

ATTACHMENTS:

- Pasquales_5-21-19 (PDF)

Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning May 31 2019 ;
ending June 30 2019

TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City of

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

1. The named ☐ Individual ☐ Partnership ☐ Limited Liability Company

☒ Corporation / Nonprofit Organization

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): PA Pasquales inc

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

Title	Name (Last, First, M.I.)	Home Address	Post Office & Zip Code
President/Member	<u>Ceo</u>	<u>Harrell, Tye D</u>	
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>Tye Harrell</u>		
Directors/Managers			

3. Trade Name Pasquales Business Phone Number 920 336 3330

4. Address of Premises 305 main st De Pere Post Office & Zip Code 54115

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

6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No

7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No

8. (a) Corporate/limited liability company applicants only: Insert state WI and date 12-2009 of registration. ☐ Yes ☒ No

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No

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

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) First floor, business, pit:0

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

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No

(b) If yes, under what name was license issued? Pasquales International Gate LLC

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

13. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No

[phone (608) 266-2776].

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5-2-19</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

SURRENDER OF LICENSE
Part I

Legal/Real Name of Current Licensee: Dustin William Lemke
 Premises Address: 305 Main Ave De Pere WI 54115
 Trade Name: Pasquales International Cafe LLC

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

Combination "Class B" Beer & Liquor

Class "B" Beer

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

(circle which apply)

Wholesale Beer

"Class C" Wine

to: E Sales Inc.
Insert Legal/Real name of Proposed Licensee and Trade Name)

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

New Applicant

[Signature]
 President, Member, Partner, Individual

Current Licensee

[Signature]
 President, Member, Partner, Individual

Secretary, Member, Partner

Secretary, Member, Partner

State of Wisconsin)
) ss.

County of Brown

On the 2 day of May, 2019, personally came before me
Dustin William Lemke, known to me to be the person(s) who
 executed the foregoing Surrender of License, and known to me to be the **Current Licensee** and
 acknowledged that s/he executed the foregoing document.

[Signature]
 Notary Public

Brown County, Wisconsin

My Commission expires: 4-30-21

State of Wisconsin)
) ss.

County of Brown

On the 13 day of May, 2019, personally came before me
Tye Hartwell, known to me to be the person(s) who
 executed the foregoing Surrender of License, and known to me to be the **Proposed New Applicant** and
 acknowledged that s/he executed the foregoing document.

[Signature]
 Notary Public
 Brown County, Wisconsin

My Commission expires: 6/13/2022

Attachment: Pasquales 5-21-19 (8280 : Class B Combo application for Pasquales)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Recommendation from the License Committee on renewal applications for the licensing period of July 1, 2019 to June 30, 2020.

ATTACHMENTS:

- License Renewals List(PDF)

MAY 21, 2019 LICENSE COMMITTEE MEETING

Renewal Applications for Class “A” Fermented Malt Beverage Licenses, “Class A” Intoxicating Liquor Licenses, Class “B” Fermented Malt Beverage Licenses, “Class B” Intoxicating Liquor Licenses, and Reserve “Class B” Intoxicating Liquor Licenses for the licensing period of July 1, 2019 to June 30, 2020.

CLASS “A” BEER

- 1) De Pere Superstore, LLC (DBA De Pere Superstore), 1501 Main Av. Submitted by De Pere Superstore, LLC, Agent: Matt Olson, Green Bay, WI.

CLASS “A” BEER & “CLASS A” LIQUOR

- 1) DU Convenience (DBA DU Convenience), 1605 Ft Howard Av. Submitted by DU Convenience, Agent: Sharada Adhikari, Appleton, WI.
- 2) The Day Spa Ltd (DBA The Day Spa), 600 N. 10th St. Submitted by The Day Spa Ltd, Agent: Kathleen Schmaltz, Green Bay, WI.
- 3) De Pere Minimart LLC (DBA De Pere Minimart), 821 George St. Submitted by De Pere Minimart LLC, Agent: Bishnu P. Adhikari, Appleton, WI.
- 4) Kwik Trip Inc (DBA Tobacco Outlet Plus Grocery 127), 746 Main Av. Submitted by Kwik Trip Inc, Agent: Jeffrey Allen Daffner, Green Bay, WI.

CLASS “B” BEER & “CLASS B” LIQUOR

- 1) HC Gemini, Inc (DBA The Abbey), 303 Reid St. Submitted by HC Gemini, Inc, Agent: Kerry Counard, De Pere, WI.
- 2) Baffidilucio, LLC, 109 N. Broadway. Submitted by Baffidilucio, LLC, Agent: Andrew Krans, De Pere, WI.
- 3) Quincys Restaurant LLC (DBA Birch Street Pub & Grill), 617 Birch St. Submitted by Quincys Restaurant LLC, Greg DeCleene, De Pere, WI.
- 4) Caliente Inc (DBA Caliente La Fiesta Mexicana), 623 George St. Submitted by Caliente Inc, Agent: Greg DeCleene, De Pere, WI.

- 5) Alchris LLC (DBA Drift Inn), 1535 N Ashland Av. Submitted by Alchris LLC, Agent: Gail Kozlovsky, De Pere, WI.
- 6) Harp & Eagle Limited (DBA The Ennis Inn & Pub/Chateau De Pere), 201 James St. Submitted by Harp & Eagle Limited, Agent: Blake Johnston, De Pere, WI.
- 7) Gallagher's Pizza Inc (DBA Gallagher's Pizza), 330 Reid St. Submitted by Gallagher's Pizza Inc, Agent: Kevin Osadjan, Green Bay, WI.
- 8) Green Room Theatre LLC (DBA The Green Room), 365 Main Av Suite E. Submitted by Green Room Theatre LLC, Agent: Chad L. Nehring, De Pere, WI.
- 9) The Landing Bar & Grill, LLC (DBA The Landing Bar & Grill), 1605 Ft Howard Av, Suite C. Submitted by The Landing Bar & Grill, LLC, Agent: Elizabeth A. Vandeyacht, Suamico, WI.
- 10) JPG Inc (DBA Legends Brewhouse & Eatery), 875 Heritage Rd. Submitted by JPG Inc, Agent: Greg DeCleene, De Pere, WI.
- 11) ReServe Capacity & Supply LLC (DBA The Longbranch), 334 Main Av. Submitted by ReServe Capacity & Supply LLC, Agent: Kevin A. Bauer, De Pere, WI.
- 12) George St Bar LLC (DBA McGeorge's Pub), 415 George St. Submitted by George St Bar LLC, Agent: Leslie Conard, De Pere, WI.
- 13) Nicky's Inc (DBA Nicky's Lionhead Tavern and Grill), 331 Main Av. Submitted by Nicky's Inc, Agent: Thomas M. Nick, Green Bay, WI.
- 14) Nostracremona LLC (DBA Nostracremona), 113 N. Broadway. Submitted by Nostracremona, LLC, Agent: Andrew Krans, De Pere, WI.
- 15) Hoffman Investments Inc (DBA Old No. 7), 121 N 10th St. Submitted by Hoffman Investments Inc, Agent: Raymond Hoffman, De Pere, WI.
- 16) Reptile Rail Entertainment LLC (DBA On the Rocks), 413 Main Av. Submitted by Reptile Rail Entertainment LLC, Agent: Ronald Evans, De Pere, WI.
- 17) Proof LLC (DBA Proof), 127 N Broadway. Submitted by Proof LLC, Agent: Anthony Joseph Oczus, Green Bay, WI.
- 18) SALT LLC (DBA Stella's on Main), 401 Main Av. Submitted by SALT LLC, Agent: William J. Schleis, Green Bay, WI.

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

20) DKG Entertainment, LLC (DBA Sidekicks Bar & Grill), 930 Main Av. Submitted by DKG Entertainment, LLC, Agent: Denise A. Gajeski, De Pere, WI.

21) Union Hotel Corporation (DBA Union Hotel), 200 N. Broadway. Submitted by Union Hotel Corporation, Agent: McKim T. Boyd, De Pere, WI.

CLASS "B" BEER & RESERVE "CLASS B" LIQUOR

1) Birder Studio of Performing Arts (DBA Broadway Theatre), 123 S Broadway. Submitted by Birder Studio of Performing Arts, Agent: Paul Bakken, Sturgeon Bay, WI.

2) La Vie Boheme LLC (DBA La Vie Boheme), 421 George St Suite 101. Submitted by La Vie Boheme LLC, Agent: Doreen Martin, De Pere, WI.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

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

ATTACHMENTS:

- Class A Beer_5-21-19 (PDF)

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2019 ending: 06/30/20
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere

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

CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company De Pere Superstore LLC

Address of Corporation/Limited Liability Company (if different from licensed premises) 695 Borvan Ave, Green Bay WI 54303

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

Title Name (Inc. Middle Name)

Home Address

Post Office & Zip Code

President/Member Matthew R Olson

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent Matthew Olson

Directors/Managers _____

C. 1. Trade Name De Pere Superstore

Business Phone Number 377-983-9235

2. Address of Premises 1501 Main Ave

Post Office & Zip Code De Pere WI 54110

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

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

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

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

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

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

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

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

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

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

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

Matthew R Olson
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-25-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

- | | |
|--------------------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

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

ATTACHMENTS:

- Class A Combo_5-21-19 (PDF)

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2019 ending: 06/30/2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere

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

CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code
Sharada Adhikari 4024 E Braeburn Dr Appleton WI 54913

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company DU Convenience

Address of Corporation/Limited Liability Company (if different from licensed premises) _____

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

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

President/Member Sharada Adhikari

Vice President/Member Bishnu Adhikari

Secretary/Member _____

Treasurer/Member _____

Agent Sharada Adhikari

Directors/Managers _____

C. 1. Trade Name DU Convenience Business Phone Number 920-338-8876

2. Address of Premises 1605 Fort Howard Ave Post Office & Zip Code De Pere WI 54115

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

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 3500 sq ft building made with concrete & block

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

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

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

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

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

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

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

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

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

Sharada

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-24-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

- | | |
|--------------------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/19 ending: 6/30/2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere

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

CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company The Day Spa Ltd

Address of Corporation/Limited Liability Company (if different from licensed premises) _____

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

Title Name (Inc. Middle Name)

Home Address

Post Office & Zip Code

President/Member Kathleen F Schmalz

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent Kathleen Schmalz

Directors/Managers _____

C. 1. Trade Name The Day Spa Business Phone Number 920-339-5250

2. Address of Premises 600 N. 10th St De Pere WI Post Office & Zip Code De Pere WI 54115

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

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

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

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

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

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

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

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

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

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

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

Kathleen F Schmalz
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-24-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
 CHARGE _____ WHERE CONVICTED _____
 DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
 CHARGE _____ WHERE CONVICTED _____
 DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
 CHARGE _____ WHERE CONVICTED _____
 DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2019 ending: 06/30/2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere

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

CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code
Adhikari, Bishnu Prasad 4024 E. Breckinridge Appleton WI 54913

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company De Pere Minnivent LLC

Address of Corporation/Limited Liability Company (if different from licensed premises) _____

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

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>Bishnu P. Adhikari</u>		
Vice President/Member	<u>Shayada Adhikari</u>		
Secretary/Member			
Treasurer/Member			
Agent	<u>Bishnu P. Adhikari</u>		
Directors/Managers			

C. 1. Trade Name De Pere Minnivent Business Phone Number 920-336-1519

2. Address of Premises 821 George St. De Pere Post Office & Zip Code De Pere WI 54115

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

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 15289-Fr building made with concrete

5. Legal description (omit if street address is given above): S. Hock

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

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

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

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

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

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

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

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

Adhikari
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-24-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

- | | |
|--------------------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2019 ending: 06/30/2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☐ City of } De Pere City of

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

CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Kwik Trip, Inc.

Address of Corporation/Limited Liability Company (if different from licensed premises) PO Box 2107, La Crosse, WI 54602-2107

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

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

President/Member President, Donald Paul Zietlow

Vice President/Member _____

Secretary/Member _____

Treasurer/Member Treasurer, Jeffrey James Wrobel

Agent Jeffrey Allen Daffner

Directors/Managers Donald P. Zietlow

C. 1. Trade Name TOBACCO OUTLET PLUS GROCERY 127 Business Phone Number 920/336-0312

2. Address of Premises 746 Main Ave Post Office & Zip Code De Pere, 54115

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

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

One-story frame construction with storage in lockable walk-in cooler & cabinetry on the sales floor & behind sales counter

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

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

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

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

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

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

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

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

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

Don Zietlow
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-15-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
 CHARGE _____ WHERE CONVICTED _____
 DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
 CHARGE _____ WHERE CONVICTED _____
 DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
 CHARGE _____ WHERE CONVICTED _____
 DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

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

ATTACHMENTS:

- Class B Combo_5-21-19 (PDF)

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7.1.2019 ending: 6.30.2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of } DE PERE
County of BROWN Aldermanic Dist. No. _____ (if required by ordinance)

CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company HC Gemini, Inc.

Address of Corporation/Limited Liability Company (if different from licensed premises) _____

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

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

President/Member KERRY JOHN COUNARD

Vice President/Member BRET VANASTEN

Secretary/Member KERRY COUNARD

Treasurer/Member KERRY COUNARD

Agent KERRY COUNARD

Directors/Managers KERRY & BRET

C. 1. Trade Name THE ABBEY

Business Phone Number 920.336.7242

2. Address of Premises 303 REID STREET DP, WI

Post Office & Zip Code 54115

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

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

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

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

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

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

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

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

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

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-19-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Rt
141

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
 CHARGE _____ WHERE CONVICTED _____
 DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
 CHARGE _____ WHERE CONVICTED _____
 DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
 CHARGE _____ WHERE CONVICTED _____
 DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: July 1, 2019 ending: Jun 30, 2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere

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

CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Baffidilucio LLC Home Address 941 Lawton Pl Post Office & Zip Code De Pere 54115

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

Address of Corporation/Limited Liability Company (if different from licensed premises)

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

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

President/Member owner Andrew Krans

Vice President/Member

Secretary/Member

Treasurer/Member

Agent Andrew Krans

Directors/Managers

C. 1. Trade Name Baffidilucio LLC Business Phone Number 920-371-5032

2. Address of Premises 109 N Broadway Post Office & Zip Code De Pere 54115

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

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1500 sq ft space

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

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

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

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

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

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

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

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-16-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

- | | |
|--------------------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7-1-19 ending: 6-30-20
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere
County of Brown Aldermanic Dist. No. _____ (if required by ordinance)

CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Quince Restaurant LLC

Address of Corporation/Limited Liability Company (if different from licensed premises) _____

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

Title Name (Inc. Middle Name)

Home Address

Post Office & Zip Code

President/Member Greg DeClerene

Vice President/Member Ann DeClerene

Secretary/Member _____

Treasurer/Member _____

Agent Greg DeClerene 236 Crestview Lane De Pere

Directors/Managers _____

C. 1. Trade Name Birch Street Pub & Grill Business Phone Number _____

2. Address of Premises 617 Birch Street Post Office & Zip Code De Pere WI 54115

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

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1st floor Bar Banquet Area Rental

5. Legal description (omit if street address is given above): Basement Black top parking West side Bld.

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

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

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

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

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

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

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

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

Greg DeClerene
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5-1-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

- | | |
|--------------------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 2-1-19 (MM DD YYYY) ending: 6-30-20 (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere

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

CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

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

Address of Corporation/Limited Liability Company (if different from licensed premises)

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

Title Name (Inc. Middle Name)

Home Address

Post Office & Zip Code

President/Member

Vice President/Member

Secretary/Member

Treasurer/Member

Agent

Directors/Managers

C. 1. Trade Name Caliente La Fiesta Mexicana Business Phone Number 920 336 8237

2. Address of Premises 623 George Street Post Office & Zip Code De Pere WI 54115

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

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1st Floor, Front Backside Patio

5. Legal description (omit if street address is given above): 2nd Floor Basement

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

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

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

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

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

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

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

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

Greg DeCicco
 (Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5-1-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

- | | |
|--------------------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: July 1, 19 ending: Jun 30, 20
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☐ City of }
County of Brown Aldermanic Dist. No. _____ (if required by ordinance)

CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Hail M Kozlowsky Home Address 4900 Spalding Dr De Pere Wis 54115 Post Office & Zip Code _____

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

Address of Corporation/Limited Liability Company (if different from licensed premises) 1535 N Ashland Ave

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

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

President/Member Hail M Kozlowsky

Vice President/Member Robert M Kozlowsky

Secretary/Member _____

Treasurer/Member _____

Agent Hail Kozlowsky

Directors/Managers _____

C. 1. Trade Name

Drift Inn Business Phone Number 920 336 5929

2. Address of Premises 1535 N Ashland Ave Post Office & Zip Code De Pere Wis 54115

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

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

5. Legal description (omit if street address is given above): 1535 N Ashland Ave De Pere Wis 5

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

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

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

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

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

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

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

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

Hail M Kozlowsky
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-29-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

- | | |
|--------------------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07-01-2019 ending: 06-30-2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere

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

CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code
Harp & Eagle LTD 234 S. Washington St., Green Bay, WI 54302

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

Address of Corporation/Limited Liability Company (if different from licensed premises) 234 S. Washington St., Green Bay, WI
All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>Cory James O'Dwanny</u>		
Vice President/Member			
Secretary/Member	<u>Dennis Radtke</u>		
Treasurer/Member			
Agent	<u>Blaise Johnston</u>		
Directors/Managers			

C. 1. Trade Name

The Ennis Inn & Pub / Chateau de Pere Business Phone Number 920 347 0007

2. Address of Premises 201 James St.

Post Office & Zip Code De Pere 54115

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

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

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

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

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

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

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

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

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

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

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

Yany James O'Dwanny
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-22-2019</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
 CHARGE _____ WHERE CONVICTED _____
 DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
 CHARGE _____ WHERE CONVICTED _____
 DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
 CHARGE _____ WHERE CONVICTED _____
 DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7/1/2019 ending: 6/30/2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of Dubuque

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

CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company BAWAGHORS PIZZA, INC

Address of Corporation/Limited Liability Company (if different from licensed premises) Dubuque 54115

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

Title

Name (Inc. Middle Name)

Home Address

Post Office & Zip Code

President/Member KEVIN LOUIS OSADJAN

Vice President/Member _____

Secretary/Member JOHN WARD HUBBARD

Treasurer/Member _____

Agent KEVIN OSADJAN

Directors/Managers _____

C. 1. Trade Name BAWAGHORS PIZZA

Business Phone Number 337-6666

2. Address of Premises 330 2ND ST

Post Office & Zip Code Dubuque 54115

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

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

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

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

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

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

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

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

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

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-29-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

LICENSE REQUESTED

TYPE	FEE
☐ Class A beer	\$
☐ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>30.00</u>
TOTAL FEE	\$

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2019 ending: 06/30/2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of DE PERE

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

CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company GREEN ROOM THEATRE LLC

Address of Corporation/Limited Liability Company (if different from licensed premises) _____

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

Title

Name (Inc. Middle Name)

Home Address

Post Office & Zip Code

President/Member CHAD L NEHRING

Vice President/Member _____

Secretary/Member MICHAEL T BERKALN

Treasurer/Member _____

Agent CHAD L NEHRING

Directors/Managers _____

C. 1. Trade Name THE GREEN ROOM

Business Phone Number 720-425-4338

2. Address of Premises 365 MAIN AVE SUITE E

Post Office & Zip Code DE PERE WI 54115

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

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

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

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

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

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

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

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

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

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

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

COZNL
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-15-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

- | | |
|--------------------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: July 1, 2019 ending: June 30, 2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere

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

CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company The Landing Bar & Grill LLC

Address of Corporation/Limited Liability Company (if different from licensed premises) _____

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

Title

Name (Inc. Middle Name)

Home Address

Post Office & Zip Code

President/Member Elizabeth A. Vandeyacht

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent Elizabeth A. Vandeyacht

Directors/Managers _____

C. 1. Trade Name The Landing Bar & Grill

Business Phone Number 920-983-6950

2. Address of Premises 11605 Fort Howard Ave Suite C

Post Office & Zip Code De Pere, WI 54115

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

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

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

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

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

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

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

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

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

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

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

Elizabeth A. Vandeyacht
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-23-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

- | | |
|--------------------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7-1-19 ending: 6-30-20
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere

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

CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company JPG Inc

Address of Corporation/Limited Liability Company (if different from licensed premises) 825 Heritage Road

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

Title Name (Inc. Middle Name)

Home Address

Post Office & Zip Code

President/Member Greg DeClerck

Vice President/Member Jay Gasser

Secretary/Member Ann DeClerck

Treasurer/Member _____

Agent Greg DeClerck

Directors/Managers _____

C.1. Trade Name Legends Brew House Eatery

Business Phone Number 920 336-8036

2. Address of Premises 825 Heritage Road

Post Office & Zip Code De Pere WI 59110

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

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

5. Legal description (omit if street address is given above): Swan Area, Basement, Patio Deck Area

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

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

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

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

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

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

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

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

Greg DeClerck
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5-1-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

- | | |
|--------------------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: July 1, 2019 ending: June 30, 2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere

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

CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Re Serve Capacity + Supply, LLC Home Address DBA / The Longbranch Post Office & Zip Code _____

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

Address of Corporation/Limited Liability Company (if different from licensed premises) _____

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

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

President/Member Owner Bauer, Kevin Alan

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent Kevin A. Bauer

Directors/Managers _____

C. 1. Trade Name The Longbranch Business Phone Number 920 309 1436

2. Address of Premises 334 Main Ave Post Office & Zip Code De Pere, WI 54115

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

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 334 Main Ave 1st Floor + Basement Storage

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

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

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

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

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

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

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

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

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

Kevin A. Bauer
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-11-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

- | | |
|--------------------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2019 ending: 06/30/2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of Depere

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

CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Conard, Leslie Home Address _____ Post Office & Zip Code _____

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company George St Bar LLC

Address of Corporation/Limited Liability Company (if different from licensed premises) _____

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

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

President/Member Leslie Mae Conard

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent Leslie Conard

Directors/Managers _____

C. 1. Trade Name McGeorge's Pub Business Phone Number 920 674-7677

2. Address of Premises 415 George St Depere WI Post Office & Zip Code 54115

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

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

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

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

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

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

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

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

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

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

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

Leslie Conard
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-24-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

- | | |
|--------------------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: July 1/2019 ending: 6/30/2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere

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

CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Nicky's Inc.

Address of Corporation/Limited Liability Company (if different from licensed premises) _____

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

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

President/Member Thomas Michael Nick

Vice President/Member John Robert Nick

Secretary/Member Thomas Michael Nick

Treasurer/Member John Robert Nick

Agent Thomas Olejniczak

Directors/Managers Thomas Nick

C. 1. Trade Name Nicky's Lion Head Tavern and Grill

Business Phone Number (920) 983-2991

2. Address of Premises 331 Main Ave

Post Office & Zip Code De Pere WI 54115

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

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

5. Legal description (omit if street address is given above): Front Bar/Back Bar/Restaurant

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

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

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

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

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

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

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

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

Thomas Michael Nick
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

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

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

- | | |
|--------------------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: July 1 2019 ending: Jun 30 2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of Do Pere
☐ Village of Do Pere
☒ City of Do Pere

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

CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address _____

Post Office & Zip Code _____

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

Address of Corporation/Limited Liability Company (if different from licensed premises) _____

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

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

President/Member owner Andrew Krans

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent Andrew Krans

Directors/Managers _____

C. 1. Trade Name Nostradcremona

Business Phone Number 920-371-5032

2. Address of Premises 113 N Broadway

Post Office & Zip Code 54115

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

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1500 sq ft space

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

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

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

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

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

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

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

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-16-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

- | | |
|--------------------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2019 ending: 06/30/2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of } De Pere

County of Brown Aldermanic Dist. No. n/a (if required by ordinance)

CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Hoffman, Raymond Home Address Hoffman, Frederick Post Office & Zip Code 54115

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Hoffman Investments Inc.

Address of Corporation/Limited Liability Company (if different from licensed premises)

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

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	Raymond J Hoffman		
Vice President/Member	Frederick R Hoffman		
Secretary/Member			
Treasurer/Member			
Agent	Raymond Hoffman		
Directors/Managers			

C. 1. Trade Name Old No. 7 Business Phone Number 920-337-6369

2. Address of Premises 121 N 10th Street Post Office & Zip Code De Pere WI 54115

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

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Bar Room 30x40 26x30 Patio 10x30

5. Legal description (omit if street address is given above): Basement 40x48 32x30

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

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

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

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

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

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

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

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

Frederick Hoffman Ray Hoffman
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-16-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

- | | |
|--------------------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: July 1, 2019 ending: June 30, 2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere
County of BROWN Aldermanic Dist. No. _____ (if required by ordinance)

CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code
EVANS, RONALD A.

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Reptile Rail Entertainment LLC

Address of Corporation/Limited Liability Company (if different from licensed premises) _____

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

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

President/Member RONALD EVANS

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent RONALD EVANS

Directors/Managers _____

C. 1. Trade Name ON THE ROCKS Business Phone Number (920) 809-0669

2. Address of Premises 413 MAIN AVE DEPERE WI Post Office & Zip Code 54115

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

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

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

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

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

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

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

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

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

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

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

RONALD A EVANS
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-30-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

- | | |
|--------------------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: (MM DD YYYY) ending: (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☐ City of } De Pere

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

CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code
Occus Anthony Joseph 127 N Broadway 54115

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Proof It

Address of Corporation/Limited Liability Company (if different from licensed premises) 127 N Broadway

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

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

President/Member Anthony Joseph Occus

Vice President/Member

Secretary/Member

Treasurer/Member

Agent Anthony Joseph Occus

Directors/Managers

C. 1. Trade Name Proof It Business Phone Number 920 544 6952

2. Address of Premises 127 N. Broadway Post Office & Zip Code 54115

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

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

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

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

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

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

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

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

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

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-14-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Applicant's WI Seller's Permit No.:		FEIN Number:	
LICENSE REQUESTED			
TYPE		FEE	
☐ Class A beer		\$	
☒ Class B beer		\$	
☐ Class C wine		\$	
☐ Class A liquor		\$	
☐ Class A liquor (cider only)		\$	N/A
☒ Class B liquor		\$	
☐ Reserve Class B liquor		\$	
☐ Class B (wine only) winery		\$	
Publication fee		\$	<u>30 - paid 4-16-19</u>
TOTAL FEE		\$	<u>34.14</u>

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

- | | |
|--------------------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: June 30, 2019 ending: June 30, 2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere

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

CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company STELLA'S ON MAIN LLC (SALT LLC)

Address of Corporation/Limited Liability Company (if different from licensed premises) 401 MAIN AVE

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

Title Name (Inc. Middle Name)

Home Address

Post Office & Zip Code

President/Member WILLIAM J. SCHLEIS

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent WILLIAM J. SCHLEIS

Directors/Managers _____

C. 1. Trade Name STELLA'S ON MAIN Business Phone Number 920 737-2898

2. Address of Premises 401 MAIN AVE Post Office & Zip Code DE PERE 54115

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

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

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

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

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

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

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

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

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

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

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

William J. Schleis
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-30-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

- | | |
|--------------------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07 01 2019 ending: 06 30 2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of Depere

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

CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company St. Norbert College, Inc.
Address of Corporation/Limited Liability Company (if different from licensed premises) 100 grant st depere 54115
All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>Brian Bruess</u>		
Vice President/Member			
Secretary/Member	<u>Amy Sorenson</u>		
Treasurer/Member	<u>Eileen Jahnke</u>		
Agent	<u>Terrie DuBois</u>		
Directors/Managers			

C.1. Trade Name St. Norbert College Business Phone Number 9204031352

2. Address of Premises see attached Post Office & Zip Code DePere 54115

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

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

5. Legal description (omit if street address is given above): see attached

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

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

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

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

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

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

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

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

Eileen M Jahnke
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-12-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 08/1/2019 ending: 6/30/2020
(MM/DD/YYYY) (MM/DD/YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of DE PERE

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

CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company DKG ENTERTAINMENT LLC

Address of Corporation/Limited Liability Company (if different from licensed premises) 846 ELM ST.

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

Title Name (Inc. Middle Name)

Home Address

Post Office & Zip Code

President/Member DENISE AGNES GAJESKI

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent DENISE A. GAJESKI

Directors/Managers _____

C. 1. Trade Name SIDEKICKS BAR & GRILL

Business Phone Number 920-336-9556

2. Address of Premises 930 MAIN AVE

Post Office & Zip Code 54115

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

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

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

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

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

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

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

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

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

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

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

Denise A. Gajeski
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-25-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

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|--------------------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7/1/2019 ending: 6/30/2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere
County of _____ Aldermanic Dist. No. _____ (if required by ordinance)

CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company UNION HOTEL CORPORATION

Address of Corporation/Limited Liability Company (if different from licensed premises) _____

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

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

President/Member Mary C. Boyd

Vice President/Member Patrick T. Boyd

Secretary/Member McKinn T. Boyd

Treasurer/Member _____

Agent McKinn T. Boyd

Directors/Managers Mary C. Boyd, Patrick T. Boyd, McKinn T. Boyd

C. 1. Trade Name UNION HOTEL Business Phone Number 920-336-6131

2. Address of Premises 200 N BROADWAY Post Office & Zip Code De Pere, 54115

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

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

5. Legal description (omit if street address is given above): Cocktail lounge, bar and dining room

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

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

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

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

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

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

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

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

McKinn T. Boyd
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-24-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

- | | |
|--------------------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: D. Class "B" Fermented Malt Beverage/"Class B" Reserve
Intoxicating Liquor Licenses

ATTACHMENTS:

- Class B Combo Reserve_5-21-19 (PDF)

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2019 ending: 06/30/2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of De Pere
☐ Village of De Pere
☐ City of De Pere

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

CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

141480

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

Address of Corporation/Limited Liability Company (if different from licensed premises) 801 Heritage Rd B De Pere 54118

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

Title Name (Last, First and Middle Name)

Home Address Post Office & Zip Code

President/Member Alicia Bakken

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent Paul Bakken

Directors/Managers _____

C. 1. Trade Name Broadway Theatre

Business Phone Number 920-339-9999

2. Address of Premises 123 S Broadway De Pere 54118

Post Office & Zip Code De Pere WI 54118

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

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

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

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

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

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

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

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

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

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

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

Alicia Bakken
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-17-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

- | | |
|--------------------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7-1-19 ending: 06-30-20
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of De Pere
☐ Village of De Pere
☒ City of De Pere
County of Brown Aldermanic Dist. No. _____ (if required by ordinance)

CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company LA VIE BOHEME LLC
Address of Corporation/Limited Liability Company (if different from licensed premises) 421 GEORGET 101 DE PERE
All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title Name (Inc. Middle Name)

Home Address

Post Office & Zip Code

President/Member DEL MARTIN

Vice President/Member DOREEN MARTIN

Secretary/Member _____

Treasurer/Member _____

Agent DOREEN MARTIN

Directors/Managers _____

C. 1. Trade Name LA VIE BOHEME Business Phone Number 920 403 1770

2. Address of Premises 421 George St 101 Post Office & Zip Code De Pere 54113

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

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1450 sq ft Bar, seating, supply in motor

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

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

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

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

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

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

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

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

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

Doreen Martin
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-29-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

- | | |
|--------------------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #19-14 Repealing Sections 8-3, 8-17 and 8-21 De Pere Municipal Code Regarding Smoking and Tobacco Regulations and Creating New Section 8-3, Smoking, Vapor Product and Tobacco Regulations.

ATTACHMENTS:

- Ord19-14 (DOCX)
- Smoking-Tobacco Ord changes red-lined (PDF)
- Mayor CC Memo 5-21-19 Smoking-Vapor Product-Tobacco Ord changes (PDF)
- Neenah Vaping Ordinance (PDF)
- e-cigarette article state bar 3-19(PDF)

ORDINANCE #19-14

REPEALING SECTIONS 8-3, 8-17 AND 8-21, DE PERE MUNICIPAL CODE REGARDING SMOKING AND TOBACCO REGULATIONS, AND CREATING NEW SECTION 8-3, SMOKING, VAPOR PRODUCT AND TOBACCO REGULATIONS

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

Section 1. Sections 8-3, *Smoking regulations*; 8-17, *Smoking on premises owned or rented or under the control of a school board*; and 8-21, *Regulation of sale and distribution of tobacco products* are hereby repealed in their entirety.

Section 2. Section 8-3, *Smoking, vapor product and tobacco regulations* is hereby created as follows

Sec. 8-3. – Smoking, Vapor Product and Tobacco Regulations

(a) Smoking/Vapor Product Regulations

(1) Definitions

- (A) "*Assisted living facility*" means a community-based residential facility, as defined in Wis. Stats. §50.01 (1g), a residential care apartment complex, as defined in Wis. Stats. §50.01 (6d), or an adult family home, as defined in Wis. Stats. §50.01 (1) (b).
- (B) "*Child care center*" has the meaning given in § 49.136 (1) (ad).
- (C) "*Educational facility*" means any building used principally for educational purposes in which a school is located or a course of instruction or training program is offered that has been approved or licensed by a state agency or board.
- (D) Notwithstanding Wis. Stats. §101.01 (5), "*employment*" means any trade, occupation, or process of manufacture or any method of carrying on such trade, occupation, or process of manufacture in which any person may be engaged.
- (E) "*Enclosed place*" means a structure or area that has all of the following:
 - 1. A roof.
 - 2. More than 2 substantial walls.

- (F) "*Inpatient health care facility*" means a hospital, as defined in Wis. Stats. § 50.33 (2), a county home established under Wis. Stats. §49.70, a county infirmary established under Wis. Stats. § 49.72, a nursing home, as defined in Wis. Stats. § 50.01 (3), a hospice, as defined in Wis. Stats. § 50.90 (1), a Wisconsin veterans home under Wis. Stats. § 45.50 or a treatment facility.
- (G) "*Lodging establishment*" means any of the following:
1. A bed and breakfast establishment, as defined in Wis. Stats. § 254.61 (1).
 2. A hotel, as defined in Wis. Stats. § 254.61 (3).
 3. A tourist rooming house, as defined in Wis. Stats. § 254.61 (6).
- (H) "*Person in charge*" means the person, or his or her agent, who ultimately controls, governs or directs the activities aboard a public conveyance or at a location where smoking is prohibited or regulated under this section.
- (I) Notwithstanding Wis. Stats. § 101.01 (11), "*place of employment*" means any enclosed place that employees normally frequent during the course of employment, including an office, a work area, an elevator, an employee lounge, a restroom, a conference room, a meeting room, a classroom, a hallway, a stairway, a lobby, a common area, a vehicle, or an employee cafeteria.
- (J) "*Private club*" means a facility used by an organization that limits its membership and is organized for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose.
- (K) "*Public conveyance*" means a mass transit vehicle as defined in Wis. Stats. § 340.01 (28m), a school bus as defined in Wis. Stats. § 340.01 (56), or any other device by which persons are transported, for hire, on a highway or by rail, water, air, or guidewire within this state, but does not include such a device while providing transportation in interstate commerce.
- (L) "*Public place*" means any enclosed place that is open to the public, regardless of whether a fee is charged or a place to which the public has lawful access or may be invited.
- (M) "*Restaurant*" means an establishment as defined in Wis. Stats. § 254.61 (5).
- (N) "*Retail establishment*" means any store or shop in which retail sales is the principal business conducted.
- (O) "*Retail tobacco store*" means a retail establishment that does not have a "Class B" intoxicating liquor license or a Class "B" fermented malt beverages license and that generates 75 percent or more of its gross annual income from the retail sale of tobacco products and accessories.
- (P) "*Smoking*" means burning or holding, or inhaling or exhaling smoke from, any of the following items containing tobacco:
1. A lighted cigar.

2. A lighted cigarette.
3. A lighted pipe.
4. Any other lighted smoking equipment.
5. Any use of a vapor product as defined in sub-paragraph (X) below.

- (Q) "*Sports arena*" means any stadium, pavilion, gymnasium, swimming pool, skating rink, bowling center, or other building where spectator sporting events are held.
- (R) "*State institution*" means a mental health institute, as defined in Wis. Stats. §51.01 (12), a center for the developmentally disabled, as defined in Wis. Stats. §51.01 (3), or a secure mental health facility at which persons are committed under Wis. Stats. §980.06.
- (S) "*Substantial wall*" means a wall with an opening that may be used to allow air in from the outside that is less than 25 percent of the wall's surface area.
- (T) "*Tavern*" means an establishment, other than a restaurant, that holds a "Class B" intoxicating liquor license or Class "B" fermented malt beverages license.
- (U) "*Tobacco bar*" means a tavern that generates 15 percent or more of its annual gross income from the sale on the tavern premises, other than from a vending machine, of cigars and tobacco for pipes.
- (V) "*Tobacco product*" means any form of tobacco prepared in a manner suitable for smoking but not including a cigarette.
- (W) "*Treatment facility*" means a publicly or privately operated inpatient facility that provides treatment of alcoholic, drug dependent, mentally ill, or developmentally disabled persons.
- (X) "*Vapor product*" means any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic delivery device shall include any component part of such product whether or not sold separately. Electronic delivery device shall not include any component product that has been approved or otherwise certified by the United States Food and Drug Administration for legal sales for use in tobacco cessation treatment or other medical purposes, and is being marketed and sold solely for that purpose.

(2) *Prohibition against smoking.*

- (A) Except as provided in sub. (4), no person may smoke in any of the following enclosed places:
1. Residence halls or dormitories owned or operated by a college or university.
 2. Child care centers.
 3. Educational facilities.

4. Inpatient health care facilities.
5. Theaters.
6. State institutions.
7. Restaurants.
8. Taverns.
9. Private clubs.
10. Retail establishments.
11. Common areas of multiple-unit residential properties.
12. Lodging establishments.
13. State, county, city, village, or town buildings.
14. All enclosed places, other than those listed in subs. 1 to 13 that are places of employment or that are public places.

(B) No person may smoke at any of the following outdoor locations:

1. Anywhere on the premises of a child care center when children who are receiving child care services are present.
2. A location that is 25 feet or less from a residence hall or dormitory that is owned or operated by a college or university.

(C) No person may smoke in any of the following:

1. A sports arena.
2. A bus shelter.
3. A public conveyance.

(3) *Responsibility of persons in charge.*

(A) No person in charge may allow any person to smoke in violation of sub. (2)(A) at a location that is under the control or direction of the person in charge.

(B) A person in charge may not provide matches, ashtrays, or other equipment for smoking at the location where smoking is prohibited.

(C) A person in charge shall make reasonable efforts to prohibit persons from smoking at a location where smoking is prohibited by doing all of the following:

1. Posting signs setting forth the prohibition and providing other appropriate notification and information concerning the prohibition.
2. Refusing to serve a person, if the person is smoking in a restaurant, tavern, or private club.
3. Asking a person who is smoking to refrain from smoking and, if the person refuses to do so, asking the person to leave the location.

- (D) If a person refuses to leave a location after being requested to do so as provided in par. (C) 3., the person in charge shall immediately notify an appropriate law enforcement agency of the violation.
- (E) A person in charge may take measures in addition to those listed in pars. (B) and (C) to prevent persons from being exposed to others who are smoking or to further ensure compliance with this section.

(4) *Exceptions.*

The prohibition against smoking in sub. (2) does not apply to the following:

- (A) A private residence.
- (B) A room used by only one person in an assisted living facility as his or her residence.
- (C) A room in an assisted living facility in which 2 or more persons reside if every person who lives in that room smokes and each of those persons has made a written request to the person in charge of the assisted living facility to be placed in a room where smoking is allowed.
- (D) A retail tobacco store that is in existence on June 3, 2009, and in which only the smoking of cigars and pipes is allowed.
- (E) A tobacco bar that is in existence on June 3, 2009, and in which only the smoking of cigars and pipes is allowed.

(5) *Local authority.*

This section does not limit the authority of any county, city, village or town to enact ordinances or of any school district to adopt policies that, complying with the purpose of this section, protect the health and comfort of the public. If a county, city, village, or town enacts an ordinance, or if a school district adopts a policy, regulating or prohibiting outside smoking in certain areas as authorized under this subsection, the ordinance may apply only to public property under the jurisdiction of the county, city, village, town, or school district. Such ordinance shall provide that the person in charge of a restaurant, tavern, private club, or retail establishment located in an area subject to the ordinance may designate an outside area that is a reasonable distance from any entrance to the restaurant, tavern, private club, or retail establishment where customers, employees, or persons associated with the restaurant, tavern, private club, or retail establishment may smoke. Such ordinance may not define the term "reasonable distance" or set any specified measured distance as being a "reasonable distance."

(6) *Uniform signs.*

The department shall, by rule, specify uniform dimensions and other characteristics of the signs required under sub. (3)(C)1. These rules may not require the use of signs that are more expensive than is necessary to accomplish their purpose.

(7) *Signs for state agencies.*

The department shall arrange with the department of administration to have signs prepared and made available to state agencies for use in state facilities that set forth the prohibition against smoking.

(8) *Penalties.*

(A) Any person who violates this section shall be subject to a forfeiture as determined by resolution of the common council, which shall be in strict conformity with the following:

1. any person who violates sub. (2) shall be subject to a forfeiture of not less than \$100 nor more than \$250 for each violation;
2. any person in charge who violates sub. (3) (B) to (D) shall be subject to a forfeiture of \$100 for each violation;
3. for violations subject to the forfeiture under 2. above, if the person in charge has not previously received a warning notice for a violation of sub. (3) (B) to (D), the law enforcement officer shall issue the person in charge a warning notice and may not issue a citation.
4. no person in charge may be required under 2. above to forfeit more than \$100 in total for all violations of sub. (3) (B) to (D) occurring on a single day.

(9) *Injunction.*

Notwithstanding Wis. Stats. § 165.60, state or local officials or any affected party may institute an action in any court with jurisdiction to enjoin repeated violations of this section.

(b) *Possession of Tobacco and Vapor Products by Minors Prohibited.*(1) *Definitions.*

(A) *Minor* means an individual who is less than eighteen (18) years of age.

(B) *Person who sells tobacco products at retail* means a person whose ordinary course of business consists, in whole or in part, of the retail sale of tobacco products subject to the state sales tax.

- (C) *Person who sells vapor products at retail* means a person whose ordinary course of business consists, in whole or in part, of the retail sale of vapor products.
 - (D) *Possession of a tobacco product or vapor product* means actual physical control of the tobacco or vapor product whether or not the person actually owns that product, or the right to control the tobacco or vapor product even though it is in a different room or place than where the person is physically located.
 - (E) *Public place* means a public street, sidewalk, park or any area open to the general public in a publically owned or operated building or premises, or in a public place of business or school.
 - (F) *Tobacco product* means a product that contains tobacco and is intended for human consumption, including but not limited to, cigarettes, non-cigarette smoking tobacco, or smokeless tobacco, as those terms are defined in Section 2 of the Tobacco Products Tax Act, and cigars. Tobacco product does not include a vapor product or a product regulated as a drug or device by the United States Food and Drug Administration.
 - (G) *Use a tobacco product or vapor product* means to smoke, chew, suck, inhale, or otherwise consume a tobacco product or vapor product.
 - (H) *Vapor product* means any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic delivery device shall include any component part of such a product whether or not sold separately. Electronic delivery device shall not include any product that has been approved or otherwise certified by the United States Food and Drug Administration for legal sales for use in tobacco cessation treatment or other medical purposes, and is being marketed and sold solely for that approved purpose.
- (2) *Prohibition.* A minor shall not do any of the following:
- (A) Purchase or attempt to purchase a tobacco product or vapor product.
 - (B) Possess or attempt to possess a tobacco product or vapor product.
 - (C) Use a tobacco product or vapor product in a public place.
 - (D) Present or offer to an individual a purported proof of age that is false, fraudulent, or not actually his or her own proof of age for the purpose of purchasing, attempting to purchase, possessing, or attempting to possess a tobacco product or vapor product.
 - (E) *Exemptions.* Subsection (2) shall not apply to a minor participating in any of the following:

1. An undercover operation in which the minor purchases or receives a tobacco product or vapor product under the direction of the minor's employer and with the prior approval of the local prosecutor's office as part of an employer-sponsored internal enforcement action.
 2. An undercover operation in which the minor purchases or receives a tobacco product or vapor product under the direction of the state police or a local police agency as part of an enforcement action, unless the initial or contemporaneous purchase or receipt of the tobacco product or vapor product by the minor was not under the direction of the state police or the local police agency and was not part of the undercover operation.
 3. Compliance checks in which the minor attempts to purchase tobacco products for the purpose of satisfying federal substance abuse block grant youth tobacco access requirements, if the compliance checks are conducted with the prior approval of the state police or a local police agency.
 4. The handling or transportation of a tobacco product or vapor product by a minor under the terms of that minor's employment.
- (3) *Furnishing to minors prohibited.* A person shall not sell, give or furnish any vapor product to a minor, including, but not limited to, through a vending machine.
- (A) This section shall not apply to the handling or transportation of a vapor product by a minor under the terms of the minor's employment.
- (B) Before selling, offering for sale, giving, or furnishing a vapor product to an individual, a person shall verify that the individual is at least eighteen (18) years of age by doing one (1) of the following:
1. Examining a government-issued photographic identification that establishes that the individual is at least eighteen (18) years of age.
 2. For sales made by the internet or other remote sales method, performing an age verification through an independent, third-party age verification service that compares information available from a commercially available database, or aggregate of databases, that are regularly used by government agencies and businesses for the purpose of age and identity verification to the personal information entered by the individual during the ordering process that establishes the individual is eighteen (18) years of age or older.
- (c) *Regulation of sale and distribution of tobacco products.*
- (1) *State statute adopted.* Wis. Stats. § 134.66, Restrictions on sale or gift of cigarettes or nicotine or tobacco products, is hereby adopted and incorporated as if fully set forth in this section.
- (2) *Additional regulations on sale and distribution.* No person shall:
- (A) Sell single cigarettes (commonly referred to as looseys), whether packaged or unpackaged.

- (B) Give away or otherwise distribute cigarettes, tobacco products, or vapor products free of charge.

(d) Smoking/vapor product use on premises owned or rented by or under the control of a school board.

No persons shall commit any of the following acts on any property or within any building or structure owned, rented or under the control of the school board:

- (1) Smoke or possess a lighted cigar, cigarette, pipe, activated vapor product or other instrument with which to inhale tobacco or other product; or
- (2) Place any tobacco product in one's mouth.
- (3) The prohibitions of this section shall not apply to areas which, by action of the appropriate school board, are specifically designated as smoking areas.

(e) Penalties for violation of this section. Any person who violates the provisions of this section shall be subject to forfeiture as determined by resolution of the common council. Each day a violation is allowed to continue to exist shall constitute a separate violation.

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

Section 4. This ordinance shall take effect upon its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of May, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 1/08/19

Publication Date: _____

Effective Date: _____

Sec. 8-3. - Smoking regulations.

~~Wis. Stats. § 101.123, as may be amended from time to time, is adopted by reference and incorporated as though fully set forth herein.~~

~~101.123 Smoking prohibited.~~

(a) Smoking/Vapor Product Regulations

(1) *Definitions.* In this section:

~~(A)(ab)~~ "Assisted living facility" means a community-based residential facility, as defined in s. 50.01 (1g), a residential care apartment complex, as defined in sWis. Stats. § 50.01 (1d), or an adult family home, as ~~defined in sWis. Stats. § 50.01 (1) (b).~~

~~(abm) "Child care center" has the meaning given in s. 49.136 (1) (ad).~~

~~(ae) "Correctional facility" means any of the following:~~

~~1. A state prison, as defined or named in s. 302.01, except a correctional institution under s. 301.046 (1) or 301.048 (4) (b) if the institution is the prisoner's place of residence and no one is employed there to ensure the prisoner's incarceration.~~

~~2. A juvenile detention facility, as defined in s. 938.02 (10r), or a juvenile correctional facility, as defined in s. 938.02 (10p), except a juvenile correctional facility authorized under s. 938.533 (3) (b), 938.538 (4) (b), or 938.539 (5) if the facility is a private residence in which the juvenile is placed and no one is employed there to ensure that the juvenile remains in custody.~~

~~3. A jail, as defined in s. 165.85 (2) (bg), a Huber facility under s. 303.09, a work camp under s. 303.10, a reforestation camp under s. 303.07, or a lockup facility under s. 302.30.~~

~~(B)(ae)~~ "Educational facility" means any building used principally for educational purposes in which a school is located or a course of instruction or training program is offered that has been approved ~~or licensed by a state agency or board.~~

~~(C)(aj)~~ Notwithstanding Wis. Statss. § 101.01 (5), "employment" means any trade, occupation, or process of manufacture or any method of carrying on such trade, occupation, or process of manufacture in which any person may be engaged.

~~(D)(ak)~~ "Enclosed place" means a structure or area that has all of the following:

1. A roof.
2. More than 2 substantial walls.

~~(ar) "Immediate vicinity of the state capitol" means the area directly adjacent to the state capitol building, as determined by rule of the department of administration. "Immediate vicinity of the state capitol" does not include any location that is more than six feet from the state capitol building.~~

~~(E)b~~ "Inpatient health care facility" means a hospital, as defined in Wis. Stats. § 50.33 (2), a county home established under Wis. Stats. § 49.70, a county infirmary established under Wis. Stats. §

49.72, a nursing home, as defined in Wis.Stats. § 50.01 (3), a hospice, as defined in Wis.Stats. § 50.90 (1), a Wisconsin veterans home under Wis. Stats. § 45.50, or a treatment facility.

~~(F)(bn)~~ "Lodging establishment" means any of the following:

1. A bed and breakfast establishment, as defined in Wis.Stats. § 254.61 (1).
2. A hotel, as defined in Wis.Stats. § 254.61 (3).
3. A tourist rooming house, as defined in Wis.Stats. § 254.61 (6).

~~(G)(d)~~ "Person in charge" means the person, or his or her agent, who ultimately controls, governs or directs the activities aboard a public conveyance or at a location where smoking is prohibited or regulated under this section.

~~(H)(dj)~~ Notwithstanding Wis.Stats. § 101.01 (11), "place of employment" means any enclosed place that employees normally frequent during the course of employment, including an office, a work area, an elevator, an employee lounge, a restroom, a conference room, a meeting room, a classroom, a hallway, a stairway, a lobby, a common area, a vehicle, or an employee cafeteria.

~~(I)(dn)~~ "Private club" means a facility used by an organization that limits its membership and is organized for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose.

~~(J)(e)~~ "Public conveyance" means a mass transit vehicle as defined in Wis.Stats. § 340.01 (28m), a school bus as defined in Wis.Stats. § 340.01 (56), or any other device by which persons are transported, for hire, on a highway or by rail, water, air, or guidewire within this state, but does not include such a device while providing transportation in interstate commerce.

~~(K)(eg)~~ "Public place" means any enclosed place that is open to the public, regardless of whether a fee is charged or a place to which the public has lawful access or may be invited.

~~(L)(f)~~ "Restaurant" means an establishment as defined in Wis.Stats. § 254.61 (5).

~~(M)(g)~~ "Retail establishment" means any store or shop in which retail sales is the principal business conducted.

~~(N)(gg)~~ "Retail tobacco store" means a retail establishment that does not have a "Class B" intoxicating liquor license or a Class "B" fermented malt beverages license and that generates 75 percent or more of its gross annual income from the retail sale of tobacco products and accessories.

~~(O)(h)~~ "Smoking" means burning or holding, or inhaling or exhaling smoke from, any of the following items containing tobacco:

1. A lighted cigar.
2. A lighted cigarette.
3. A lighted pipe.
4. Any other lighted smoking equipment.

5. Any use of a vapor product as defined in paragraph XX if this section.

~~(P)(hm)~~ "Sports arena" means any stadium, pavilion, gymnasium, swimming pool, skating rink, bowling center, or other building where spectator sporting events are held.

~~(+)~~ ~~(Q)~~ "State institution" means a mental health institute, as defined in Wis. Stats. § 51.01 (12), a center for the developmentally disabled, as defined in Wis. Stats. § 51.01 (3), or a secure mental health facility at which persons are committed under Wis. Stats. § 980.06.

~~(R)(id)~~ "Substantial wall" means a wall with an opening that may be used to allow air in from the outside that is less than 25 percent of the wall's surface area.

~~(S)(im)~~ "Tavern" means an establishment, other than a restaurant, that holds a "Class B" intoxicating liquor license or Class "B" fermented malt beverages license.

~~(T)(in)~~ "Tobacco bar" means a tavern that generates 15 percent or more of its annual gross income from the sale on the tavern premises, other than from a vending machine, of cigars and tobacco for pipes.

~~(U)(ie)~~ "Tobacco product" means any form of tobacco prepared in a manner suitable for smoking but not including a cigarette.

~~(V)(ip)~~ "Treatment facility" means a publicly or privately operated inpatient facility that provides treatment of alcoholic, drug dependent, mentally ill, or developmentally disabled persons.

~~(j) "Type 1 juvenile correctional facility" has the meaning given in s. 938.02 (19).~~

~~(a)~~ (2) *Prohibition against smoking.*

~~(A)~~ Except as provided in sub. ~~(43)~~, no person may smoke in any of the following enclosed places:

~~1g. The state capitol.~~

~~1.1m.~~ Residence halls or dormitories owned or operated by a college or university.

~~2.1r.~~ Child care centers.

~~3.2.~~ Educational facilities.

~~4.3.~~ Inpatient health care facilities.

~~5.4.~~ Theaters.

~~5m. Correctional facilities.~~

~~6.5t.~~ State institutions.

7. Restaurants.

~~8.7m.~~ Taverns.

~~9.7r.~~ Private clubs.

~~10.8.~~ Retail establishments.

~~11.8d.~~ Common areas of multiple-unit residential properties.

~~12.8g.~~ Lodging establishments.

~~13.8r.~~ State, county, city, village, or town buildings.

~~14.9.~~ All enclosed places, other than those listed in subs. ~~1 to 13~~~~g. to 8r.~~ that are places of employment or that are public places.

~~(B)(d)~~ No person may smoke at any of the following outdoor locations:

~~1. In the immediate vicinity of the state capitol.~~

~~1.2.~~ Anywhere on the premises of a child care center when children who are receiving child care services are present.

~~3. Anywhere on the grounds of a Type 1 juvenile correctional facility.~~

~~2.4.~~ A location that is 25 feet or less from a residence hall or dormitory that is owned or operated by a college or university~~the Board of Regents of the University of Wisconsin System.~~

~~(C)(e)~~ No person may smoke in any of the following:

1. A sports arena.

2. A bus shelter.

3. A public conveyance.

~~(3)(2m)~~ *Responsibility of persons in charge.*

~~(Aa)~~ No person in charge may allow any person to smoke in violation of sub. (2) at a location that is under the control or direction of the person in charge.

~~(Bb)~~ A person in charge may not provide matches, ashtrays, or other equipment for smoking at the location where smoking is prohibited.

~~(Ce)~~ A person in charge shall make reasonable efforts to prohibit persons from smoking at a location where smoking is prohibited by doing all of the following:

1. Posting signs setting forth the prohibition and providing other appropriate notification and information concerning the prohibition.

2. Refusing to serve a person, if the person is smoking in a restaurant, tavern, or private club.

3. Asking a person who is smoking to refrain from smoking and, if the person refuses to do so, asking the person to leave the location.

(~~Dd~~) If a person refuses to leave a location after being requested to do so as provided in par. (c) 3., the person in charge shall immediately notify an appropriate law enforcement agency of the violation.

(e) A person in charge may take measures in addition to those listed in pars. (b) and (c) to prevent persons from being exposed to others who are smoking or to further ensure compliance with this section.

(4)(3) *Exceptions.*

The prohibition against smoking in sub. (2) (~~a~~) does not apply to the following:

(~~Aa~~) A private residence.

(~~Bb~~) A room used by only one person in an assisted living facility as his or her residence.

(~~Cc~~) A room in an assisted living facility in which 2 or more persons reside if every person who lives in that room smokes and each of those persons has made a written request to the person in charge of the assisted living facility to be placed in a room where smoking is allowed.

(~~Dd~~) A retail tobacco store that is in existence on June 3, 2009, and in which only the smoking of cigars and pipes is allowed.

(~~Ee~~) A tobacco bar that is in existence on June 3, 2009, and in which only the smoking of cigars and pipes is allowed.

(5)(4m) *Local authority.*

This section does not limit the authority of any county, city, village or town to enact ordinances or of any school district to adopt policies that, complying with the purpose of this section, protect the health and comfort of the public. If a county, city, village, or town enacts an ordinance, or if a school district adopts a policy, regulating or prohibiting outside smoking in certain areas as authorized under this subsection, the ordinance may apply only to public property under the jurisdiction of the county, city, village, town, or school district. Such ordinance shall provide that the person in charge of a restaurant, tavern, private club, or retail establishment located in an area subject to the ordinance may designate an outside area that is a reasonable distance from any entrance to the restaurant, tavern, private club, or retail establishment where customers, employees, or persons associated with the restaurant, tavern, private club, or retail establishment may smoke. Such ordinance may not define the term "reasonable distance" or set any specified measured distance as being a "reasonable distance."

(6) *Uniform signs.*

The department shall, by rule, specify uniform dimensions and other characteristics of the signs required under sub. (2m). These rules may not require the use of signs that are more expensive than is necessary to accomplish their purpose.

(7) *Signs for state agencies.*

The department shall arrange with the department of administration to have signs prepared and made available to state agencies for use in state facilities that set forth the prohibition against smoking.

(8) *Penalties.*

(~~Aa~~) Any person who violates sub. (2) shall be subject to a forfeiture as determined by resolution of the common council~~of not less than \$100 nor more than \$250 for each violation.~~

(~~dB~~) Except as provided in par. (dm) or (em), any person in charge who violates sub. (2m) (b) to (d) shall be subject to a forfeiture of \$100 for each violation.

(~~Cdm~~) For violations subject to the forfeiture under par. (d), if the person in charge has not previously received a warning notice for a violation of sub. (2m) (b) to (d), the law enforcement officer shall issue the person in charge a warning notice and may not issue a citation.

(~~Dem~~) No person in charge may be required under par. (d) to forfeit more than \$100 in total for all violations of sub. (2m) (b) to (d) occurring on a single day.

(9) *Injunction.*

Notwithstanding Wis.Stats. § 165.60, state or local officials or any affected party may institute an action in any court with jurisdiction to enjoin repeated violations of this section.

(Green Bay/Neenah Ordinance)**(b) Possession of Tobacco and Vapor Products by Minors Prohibited.****(1) Definitions.**

- A. *Minor* means an individual who is less than eighteen (18) years of age.
- B. *Person who sells tobacco products at retail* means a person whose ordinary course of business consists, in whole or in part, of the retail sale of tobacco products subject to the state sales tax.
- C. *Person who sells vapor products at retail* means a person whose ordinary course of business consists, in whole or in part, of the retail sale of vapor products.
- D. *Possession of a tobacco product or vapor product* means actual physical control of the tobacco or vapor product whether or not the person actually owns that product, or the right to control the tobacco or vapor product even though it is in a different room or place than where the person is physically located.
- E. *Public place* means a public street, sidewalk, or park or any area open to the general public in a publically owned or operated building or premises, or in a public place of business or school.
- F. *Tobacco product* means a product that contains tobacco and is intended for human consumption, including but not limited to, cigarettes, non-cigarette smoking tobacco, or smokeless tobacco, as those terms are defined in Section 2 of the Tobacco Products Tax Act, and cigars. Tobacco product does not include a vapor product or a product regulated as a drug or device by the United States Food and Drug Administration.
- G. *Use a tobacco product or vapor product* means to smoke, chew, suck, inhale, or otherwise consume a tobacco product or vapor product.
- H. *Vapor product* means any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic delivery device shall include any component part of such a product whether or not sold separately. Electronic delivery device shall not include any product that has been approved or otherwise certified by the United States Food and Drug Administration for legal sales for use in tobacco cessation treatment or other medical purposes, and is being marketed and sold solely for that approved purpose.

(2) Prohibition. A minor shall not do any of the following:

- A. Purchase or attempt to purchase a tobacco product or vapor product.
- B. Possess or attempt to possess a tobacco product or vapor product.
- C. Use a tobacco product or vapor product in a public place.
- D. Present or offer to an individual a purported proof of age that is false, fraudulent, or not actually his or her own proof of age for the purpose of purchasing, attempting to purchase, possessing, or attempting to possess a tobacco product or vapor product.

(3) *Exemptions.* Subsection (2) shall not apply to a minor participating in any of the following:

- A. An undercover operation in which the minor purchases or receives a tobacco product or vapor product under the direction of the minor's employer and with the prior approval of the local prosecutor's office as part of an employer-sponsored internal enforcement action.
- B. An undercover operation in which the minor purchases or receives a tobacco product or vapor product under the direction of the state police or a local police agency as part of an enforcement action, unless the initial or contemporaneous purchase or receipt of the tobacco product or vapor product by the minor was not under the direction of the state police or the local police agency and was not part of the undercover operation.
- C. Compliance checks in which the minor attempts to purchase tobacco products for the purpose of satisfying federal substance abuse block grant youth tobacco access requirements, if the compliance checks are conducted with the prior approval of the state police or a local police agency.
- D. The handling or transportation of a tobacco product or vapor product by a minor under the terms of that minor's employment.

(4) *Furnishing to minors prohibited.* A person shall not sell, give or furnish any vapor product to a minor, including, but not limited to, through a vending machine.

- A. This section shall not apply to the handling or transportation of a vapor product by a minor under the terms of the minor's employment.
- B. Before selling, offering for sale, giving, or furnishing a vapor product to an individual, a person shall verify that the individual is at least eighteen (18) years of age by doing one (1) of the following:
 - i. Examining a government-issued photographic identification that establishes that the individual is at least eighteen (18) years of age.

- ii. For sales made by the internet or other remote sales method, performing an age verification through an independent, third-party age verification service that compares information available from a commercially available database, or aggregate of databases, that are regularly used by government agencies and businesses for the purpose of age and identity verification to the personal information entered by the individual during the ordering process that establishes that the individual is eighteen (18) years of age or older.

~~Sec. 8-17. —~~

(d) Smoking/vapor product use on premises owned or rented by or under the control of a school board.

No persons shall commit any of the following acts on any property or within any building or structure owned, rented or under the control of the school board:

(1) Smoke or possess a lighted cigar, cigarette, pipe, activated vapor product or other instrument with which to ~~smoke~~ inhale tobacco or other product; or

(2) Place any tobacco product in one's mouth.

(3) The prohibitions of this section shall not apply to areas which, by action of the appropriate school board, are specifically designated as smoking areas.

See. 8-21-(c)- Regulation of sale and distribution of tobacco products.

(1) State statute adopted. Wis. Stats. § 134.66, Restrictions on sale or gift of cigarettes or nicotine or tobacco products, is hereby adopted and incorporated as if fully set forth in this section.

(2) Additional regulations on sale and distribution. No person shall:

A. Sell single cigarettes (commonly referred to as looseys), whether packaged or unpackaged.

B. Give away or otherwise distribute cigarettes, ~~or~~ tobacco products, or vapor products free of charge.

(3) Penalties for violation of section. Any person who violates the provisions of this section shall be subject to a forfeiture as determined by resolution of the common council of not less than \$1.00 nor more than \$500.00 for each offense. Upon notification of violation by the health or police departments, eEach day a violation is allowed to continue to exist shall constitute a separate violation.

MEMORANDUM

TO: Mayor Michael J. Walsh
Common Council Members

FROM: Judith Schmidt-Lehman, City Attorney

DATE: May 21, 2019 (meeting date)

RE: Recreating Section 8-3 De Pere Municipal Code Regarding Smoking, Vapor Product and Tobacco Regulations

At the request of Ald. Raasch, the Board of Health reviewed and approved the concept of city adoption of vaping/e-cigarette regulations at its January, 2019 meeting. The process of integrating vapor product regulations into current city smoking and tobacco regulations was challenging, due mainly to the state smoking regulations that were adopted without any changes and to the ad hoc location of existing smoking/tobacco regulations in Chapter 8 of the Municipal Code. The resulting ordinance consists of bringing together the existing regulations with the new vapor product regulations under one section of Chapter 8, namely Section 8-3.

First, an explanation of two of the attached documents:

1. The proposed ordinance is a combination of (1) amended smoking regulations (existing 8-3); (2) vapor product regulations (based upon Green Bay ordinance); (3) amended smoking on school property regulations (current 8-17); and (4) amended sale of tobacco regulations (current 8-21); and
2. A red-lined version of the above referenced current ordinances is provided so you can see the changes made to them. The Green Bay ordinance language is also included in this document set. Please note: some minimal additional editing was done in the final version of the proposed new ordinance that is not reflected in the red-lined versions. This was unavoidable as the scope of the editing and combination blossomed.

Additionally, please note that the vaping regulations adopted by the City of Neenah (attached) include a provision prohibiting anyone enrolled in a school district from possessing vapor products on school property. This would include adult students ((18 or 19 years of age.) Due to potential legal issues with prohibiting the possession of vapor products but not tobacco/cigarettes by students of adult age, the proposed ordinance for De Pere does not include the Neenah language. It does however add language to the current 8-17 prohibiting possession of lighted/activated vapor products on school property.

I would like to acknowledge the assistance of legal intern Kevin Carrell in researching various vaping ordinances, summarizing the same, and provide editing assistance in assembling the ordinance. His assistance was integral in getting this product to you.

If you have any questions or concerns in advance of the Council meeting on May 21, 2019, feel free to call me at 339-4042.

JSL



211 Walnut Street
Neenah, WI 54956

AN ORDINANCE:

Re: Creating Neenah Code § 11-101 – Possession
of Tobacco and Vapor Products By Minors
Prohibited

ORDINANCE NO. 2018-12

Introduced: September 19, 2018

Committee/Commission Action:

RECOMMENDED FOR PASSAGE

AN ORDINANCE

The Common Council of the City of Neenah, Wisconsin, do ordain as follows:

Section 1. Section 11-101 of the Code of Ordinances of the City of Neenah is created to read as follows:

Sec. 11-101: Possession of Tobacco and Vapor Products By Minors

(A) Statement of Purpose.

(1) The purpose of this ordinance is to protect the public health, safety and welfare of the property and persons in the city by prohibiting persons under eighteen (18) years of age from possessing tobacco products and vapor products, and prohibiting the sale of tobacco products and vapor products to persons under eighteen (18) years of age.

(2) Persons under age eighteen (18) are prohibited by law from purchasing or possessing cigarettes and other tobacco products, and retailers are prohibited from selling them to minors. There are new tobacco-less products, however, commonly referred to as "electronic cigarettes," "e-cigarettes," "e-cigars," "e-cigarillos," "e-pipes," "e-hookahs," or "electronic nicotine delivery systems," which allow the user to simulate cigarette smoking. These products may be purchased by minors and are being marketed without age restrictions or health warnings and come in different flavors that appeal to young people.

(3) E-cigarettes, and similar devices, are a relatively new nicotine delivery system. While devices vary in their appearance and specific method of operation, they have a few basic elements in common. A solution of water, dissolved nicotine, and other ingredients (usually flavoring) is heated with a heating element (usually battery-powered). This vaporizes the nicotine solution, which passes into a mouthpiece and is inhaled in a manner similar to cigarette smoking. Often, glycerol or propylene glycol is added to the solution to give the appearance of smoke when the solution is vaporized. The concentration of nicotine contained in the solution can be customized by the retailer to the buyer's specifications, and many manufacturers make nicotine-free solutions.

(4) The production and distribution of e-cigarettes is not currently regulated by federal or state authorities, and the U.S. Food and Drug Administration has not completed

testing of these products. But, initial studies by the FDA have determined that e-cigarettes can increase nicotine addiction among young people and contain chemical ingredients known to be harmful, which may expose users and the public to potential health risks.

(5) The use of e-cigarettes and similar devices has increased significantly in recent years.

(6) Existing studies on electronic smoking devices' vapor emissions and cartridge contents have found a number of dangerous substances including:

- Chemicals known to cause cancer such as formaldehyde, acetaldehyde, lead, nickel and chromium;
- PM_{2.5}, acrolein, tin, toluene, and aluminum, which are associated with a range of negative health effects such as skin, eye, and respiratory irritation, neurological effects, damage to reproductive systems, and even premature death from heart attacks and stroke.

(7) Some cartridges used by electronic smoking devices can be refilled with liquid nicotine solution, creating the potential for exposure to dangerous concentrations of nicotine.

(8) Clinical studies about the safety and efficacy of these products have not been submitted to the FDA for the over four hundred (400) brands of electronic smoking devices that are on the market and for this reason, consumers have no way of knowing whether electronic smoking devices are safe, what types of potentially harmful chemicals the products contain, and what dose of nicotine the products deliver.

(9) Electronic smoking devices often mimic conventional tobacco products in shape, size, and color, with the user exhaling a smoke-like vapor similar in appearance to the exhaled smoke from cigarettes and other conventional tobacco products.

(10) The use of electronic smoking devices in smoke-free locations threatens to undermine compliance with smoking regulations and reverses the progress that has been made in establishing a social norm that smoking is not permitted in public places and places of employment.

(11) It is the intent of the city council, in enacting the ordinance codified in this section, to provide for the public health, safety and welfare by facilitating uniform and consistent enforcement of smoke-free air laws; by reducing the potential for re-normalizing smoking in public places and places of employment; by reducing the potential for children to associate the use of electronic smoking devices with a normative or healthy lifestyle; and by prohibiting the sale or distribution of electronic smoking devices to minors.

(12) Therefore, the City of Neenah Common Council determines that prohibiting the sale, giving, or furnishing of e-cigarettes to minors and prohibiting the purchase, possession, or use of e-cigarettes by minors is in the City's best interest and will promote public health, safety, and welfare.

(B) Definitions

For the purpose of construction and application of this section, the following definitions shall apply:

Minor means an individual who is less than eighteen (18) years of age.

Person who sells tobacco products at retail means a person whose ordinary course of business consists, in whole or in part, of the retail sale of tobacco products subject to the state sales tax.

Person who sells vapor products at retail means a person whose ordinary course of business consists, in whole or in part, of the retail sale of vapor products.

Possession of a tobacco product shall mean either actual physical control of the tobacco product without necessarily owning that product, or the right to control the tobacco product even though it is in a different room or place than where the person is physically located.

Public place means a public street, sidewalk, or park or any area open to the general public in a publically owned or operated building or premises, or in a public place of business or school.

Tobacco product means a product that contains tobacco and is intended for human consumption, including but not limited to, cigarettes, non-cigarette smoking tobacco, or smokeless tobacco, as those terms are defined in Section 2 of the Tobacco Products Tax Act, and cigars. Tobacco product does not include a vapor product or a product regulated as a drug or device by the United States Food and Drug Administration.

Use a tobacco product or vapor product means to smoke, chew, suck, inhale, or otherwise consume a tobacco product or vapor product.

Vapor product means any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic delivery device shall include any component part of such a product whether or not sold separately. Electronic delivery device shall not include any product that has been approved or otherwise certified by the United States Food and Drug Administration for legal sales for use in tobacco cessation treatment or other medical purposes, and is being marketed and sold solely for that approved purpose.

(C) Prohibited conduct

(1) Consistent with Wis. Stat. 254.92, a minor shall not do any of the following:

- (a) Purchase or attempt to purchase a tobacco product or vapor product.
- (b) Possess or attempt to possess a tobacco product or vapor product.
- (c) Use a tobacco product or vapor product in a public place.

(d) Present or offer to an individual a purported proof of age that is false, fraudulent, or not actually his or her own proof of age for the purpose of purchasing, attempting to purchase, possessing, or attempting to possess a tobacco product or vapor product.

(2) No individual, regardless of age, who is enrolled in secondary school may possess or attempt to possess a tobacco product or vapor product while on school property.

(3) An individual who violates subsection (1) shall be subject to the penalties listed in the juvenile bond schedule.

(4) An individual who violates subsection (2) shall be subject to the following penalties:

(a) For the first violation, the person is responsible for a civil infraction punishable by a civil fine of fifty dollars (\$50.00).

(b) For a second and subsequent violation, the person is responsible for a civil infraction punishable by a civil fine of seventy-five dollars (\$75.00).

(5) Subsection (1) does not apply to a minor participating in any of the following:

(a) An undercover operation in which the minor purchases or receives a tobacco product or vapor product under the direction of the minor's employer and with the prior approval of the local prosecutor's office as part of an employer-sponsored internal enforcement action.

(b) An undercover operation in which the minor purchases or receives a tobacco product or vapor product under the direction of the state police or a local police agency as part of an

enforcement action, unless the initial or contemporaneous purchase or receipt of the tobacco product or vapor product by the minor was not under the direction of the state police or the local police agency and was not part of the undercover operation.

(c) Compliance checks in which the minor attempts to purchase tobacco products for the purpose of satisfying federal substance abuse block grant youth tobacco access requirements, if the compliance checks are conducted with the prior approval of the state police or a local police agency.

(6) Subsection (1) does not apply to the handling or transportation of a tobacco product or vapor product by a minor under the terms of that minor's employment.

(7) This section does not prohibit an individual from being charged with, convicted of or found responsible for, or sentenced for any other violation of law that arises out of the violation of subsection (1).

(D.) Furnishing to minors.

Consistent with Wis. Stat. 134.66;

(1) A person shall not sell, give or furnish any vapor product to a minor, including, but not limited to, through a vending machine. A person who violates this subsection or subsection (h) of this section is subject to a fine of not more than one hundred dollars (\$100.00) for each violation.

(2) Subsection (1) of this section does not apply to the handling or transportation of a tobacco product or vapor product by a minor under the terms of the minor's employment.

(3) Before selling, offering for sale, giving, or furnishing a vapor product to an individual, a person shall verify that the individual is at least eighteen (18) years of age by doing one (1) of the following:

(a) Examining a government-issued photographic identification that establishes that the individual is at least eighteen (18) years of age.

(b) For sales made by the internet or other remote sales method, performing an age verification through an independent, third-party age verification service that compares information available from a commercially available database, or aggregate of databases, that are regularly used by government agencies and businesses for the purpose of age and identity verification to the personal information entered by the individual during the ordering process that establishes that the individual is eighteen (18) years of age or older.

Section 2. Severability. In the event any section, subsection, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this ordinance. It is the legislative intent of the Common Council that this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.

Section 3. Repeal and Effective Date. All ordinances or parts of ordinances and resolutions in conflict herewith are hereby repealed. This ordinance shall take effect from and after its passage and publication.

Moved by: _____

Approved:

Adopted: _____

Approved: _____

Dean Kaufert, Mayor

Published: _____

Attest:

Patricia A. Sturn, City Clerk

THIS INSTRUMENT WAS DRAFTED BY:
Assistant City Attorney Adam James VandenHeuvel
211 Walnut Street
Neenah, WI 54956
State Bar No. 1098561



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INSIDETRACK

BI-WEEKLY NEWSLETTER OF THE STATE
BAR OF WISCONSIN

FEBRUARY 2019 VOLUME 11 NUMBER 3

E-Cigarettes: Increasing Usage Among Teens Triggers Regulation, Lawsuits

Regulation and lawsuits take aim at e-cigarette makers, alleging marketing efforts have targeted young populations and contributed to a new class of nicotine addiction.

JOE FORWARD



Feb. 20, 2019 – Fewer people are smoking cigarettes. But more people, including many minors, are “vaping” or “juuling,” which refers the use of electronic cigarettes (e-cigarettes), popularized by the e-cigarette company, Juul Labs Inc. Now, the regulators are taking notice.

According to the CDC, cigarette smoking rates among high school students declined significantly from 2011 to 2017, from 16 percent to 8 percent. But during the same period, e-cigarette usage rates increased from 1.5 percent to 20.8 percent.

The U.S. Food and Drug Administration recently [published data](#) from a national youth tobacco survey showing a 78 percent increase in e-cigarette use among high schoolers between 2017 and 2018. There was a 48 percent increase among middle schoolers.

The survey revealed an estimated 3.6 million U.S. students, about 1-in-5 high school students (20 percent) and 1-in-20 middle schoolers (5 percent), were “vaping” in 2018. Such e-cigarette usage rates prompted the U.S. Surgeon General to [call it an epidemic](#).

Wisconsin is not immune from the e-cigarette craze: The Wisconsin Department of Health Services (DHS), State Health Officer Karen McKeown, recently [issued a public health advisory](#) noting a dramatic increase in e-cigarette use among Wisconsin teens.

In the last five years, e-cigarette use among Wisconsin high school students increased by more than 150 percent. One out of every five students (20 percent) use e-cigarettes. Five years ago, in 2014, only 8 percent of high school students were using e-cigarettes.

DHS recommends strategies to curb e-cigarette advertising and marketing that appeals to youth, as well as reducing access to flavored tobacco products. Federal regulators have already moved in that direction, with underlying lawsuits driving some changes.

What are E-Cigarettes?

Live 1

An e-cigarette (or e-cig) is an electronic nicotine delivery system that vaporizes nicotine without the traditional combustion process of burning tobacco in cigarettes. Thus, using the various e-cigarette devices available is often referred to as "vaping."



Joe Forward, Saint Louis Univ. School of Law 2010, is a legal writer for the State Bar of Wisconsin, Madison. He can be reached by email or by phone at (608) 250-6161.

Components can include batteries (power source), atomizers (heating element), and cartridges to hold liquid. The liquid generally consists of nicotine mixed with flavor and other additives such as glycerol, propylene glycol, benzoic acid, and natural oils.¹

When a user puffs on an e-cigarette, the battery-powered heating device activates, vaporizes the nicotine-infused liquid, and produces a smoke-like aerosol or "vapor" that is inhaled and exhaled, delivering nicotine to the lungs and into the bloodstream.

Because electronic nicotine delivery systems don't require combustion – the burning process that releases a multitude of cancer-causing carcinogens into the lungs – vaping is billed as a healthier alternative to smoking for those with nicotine addictions.

The vaping trend among teens is likely attributable to the concealable nature of vaping – aerosol mists resemble smoke but are odorless and vape clouds dissipate quickly. And e-cigarette devices, often resembling pens or sleek USB drives, are easily concealed.

Flavoring is another major draw for young e-cigarette smokers. As one article notes, "the flavoring enhances the appeal to first-time users – especially teenagers."²

E-cigarette manufacturers develop nicotine-infused concoctions through processes that produce flavor choices like mango, cucumber, fruit, and mint. The DHS advisory noted that there are more than 15,000 e-cigarette flavors available online.

Developing consensus in the health community is that legal restrictions should be implemented to curb e-cigarette use by younger populations, through bans on flavored e-cigarettes or restrictions that make them more difficult for minors to access.

Are E-Cigarettes a Safer Alternative?

Research on the health effects of e-cigarette use is limited, in part because e-cigarettes are a fairly new product and their long-term effects cannot be known.

"At present, it is impossible to reach a consensus on the safety of e-cigarettes except perhaps to say that they may be safer than conventional cigarettes but are also likely to pose risks to health that are not present when neither product is used," wrote physicians Chitra Dinakar and George O'Conner in *The New England Journal of Medicine* in 2016.³

However, a more recent study, published in the *Journal of Pediatrics*, found that vapors inhaled through e-cigarettes contain carcinogens.

"Although e-cigarette vapor may be less hazardous than tobacco smoke, our findings can be used to challenge the idea that e-cigarette vapor is safe, because many of the volatile organic compounds we identified are carcinogenic," the authors wrote.⁴

"Messaging to teenagers should include warnings about the potential risk from toxic exposure to carcinogenic compounds generated by these products."

Others say vaping exacerbates or leads to nicotine addiction, which has long-term health effects and may spawn use of combustible nicotine products later.⁵ That is, e-cigarettes are fueling the next generation of nicotine-addicted persons, they say.

Regulation of E-Cigarettes

Under the [Tobacco Control Act of 2009](#), the Food and Drug Administration (FDA) has authority to regulate the manufacturing, distribution, and marketing of tobacco products.

Tobacco products include "any product made or derived from tobacco that is intended for human consumption, including any component, part, or accessory of a tobacco product. ..." As of 2016, the FDA determined that e-cigarettes, and all the components and parts they use to deliver nicotine into the body, are "tobacco products."⁶

Thus, under FDA regulations, e-cigarettes cannot be sold to minors in the U.S. and product packages and e-cigarette advertisements must include a warning that the product contains nicotine and "nicotine is an addictive chemical," in 12-point font.

While the Tobacco Control Act specifically bans artificial flavors, herbs or spices in "cigarettes," the law does not expressly ban flavoring additives in e-cigarettes. This has allowed companies like Juul Labs Inc. to sell flavor-based e-cigarettes to the masses.

This has prompted a flurry of litigation. Numerous lawsuits against Juul Labs and other e-cigarette makers allege false and deceptive advertising that targets minors.

For instance, one class action, filed in the U.S. District Court for the Eastern District of Pennsylvania, alleges that Juul, which hit the market in 2015, spread false and misleading information online "to cultivate a youthful, contemporary, sexy, trendy and energetic image of its products with the goal of appealing to a younger demographic."

The lawsuit seeks damages on various theories, from violations of consumer protection laws to fraud, from strict product liability to breach of express warranty.

At the same time, the FDA is getting involved. In November, the FDA Commissioner announced a move toward regulatory changes that ensure flavored e-cigarettes (other than tobacco, mint, and menthol flavors) "are only sold in age-restricted, in person locations and, if sold online, under heightened practices for age restriction."

Two days later, Juul announced that it would discontinue its social media presence on Facebook and Instagram and temporarily stop selling its flavored "Juul Pods" to more than 90,000 retailers. Those flavors are now only available on its age-restricted website.

Juul, based in San Francisco, reportedly controls about 70 percent of the e-cigarette market and recently sold a 35 percent stake to Marlboro-maker Altria for \$13 billion in cash. Altria valued Juul at \$38 billion. According to the New York Times, to the deal involved a \$2 billion bonus to be divided among the company's 1,500 employees.

State Regulation

California is considering a state law that would ban the sale of flavored e-cigarette products in California altogether, and online sales of non-flavored e-cigarettes by postal mail would need conspicuous labeling with a signature by someone age 21 or older. In addition, e-cigarette makers could not market in a manner attractive to those under 21.

Other states are treating e-cigarettes the same as tobacco cigarettes, from a public nuisance perspective. New York, for instance, prohibits the use of e-cigarettes anywhere tobacco cigarettes are banned, including bars and restaurants.

Wisconsin's public smoking ban, which prohibits smoking in places of employment and enclosed public places, does not apply to e-cigarettes.⁷

In addition, Wisconsin has no state law that restricts e-cigarette sales or advertising beyond federal law, as contemplated in California, but existing Wisconsin consumer protection laws prohibit false or misleading advertising practices.

While e-cigarette-related legislation was introduced in the Wisconsin Legislature's last session (2017-18), the bills failed to pass. SB 307 would have required retailers to place e-cigarettes behind counters or in locked cases. AB 159 would have required a statewide model policy for regulating electronic smoking devices on school property.

Endnotes

¹ See Juul, <https://support.juul.com/home/learn/faqs/juulpod-basics>.

² Id.

³ Dinakar, C. & O'Conner, G., The Health Effects of Electronic Cigarettes, N Engl J Med 2016;375:1372-81, DOI: 10.1056/NEJMe1502466.

⁴ Rubinstein ML, Delucchi K, Benowitz NL, et al. Adolescent Exposure to Toxic Volatile Organic Chemicals From E-Cigarettes. Pediatrics. 2018;141(4):e20173557.

⁵ Drazen, J., Morrissey, S., Campion, E., The Dangerous Flavors of E-Cigarettes, N Engl J Med 2019; 380:679-680, DOI: 10.1056/NEJMe1900484.

⁶ See 81 Fed. Reg. 28974 (May 10, 2016) 82 Fed. Reg. 2193, 2197 (Jan. 9, 2017) ("FDA disagrees with comments stating that vaping hardware does not fall within the definition of 'tobacco product.' As the Agency explained in the final deeming regulation, the definition of tobacco product includes components and parts.")

⁷ Wis. Stat. § 101.123.

E-Cigarettes: Increasing Usage Among Teens Triggers Regulation, Lawsuits

Leave a comment

Live 1



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Ordinance #19-15 Repealing Section 8-8 De Pere Municipal Code Regarding Injury to Animals and Creating Section 86-8 Regarding Miscellaneous Animal Regulations.

At its meeting on Tuesday, May 14, the Finance/Personnel Committee voted unanimously to recommend that Council reject approval this Ordinance.

ATTACHMENTS:

- Ord19-15 (DOCX)
- May 21 Council Memo - Auctioning Animals (PDF)
- Milw Ord Prohibiting Animals as Prizes etc (PDF)
- WI Humane Society - Adoption Process (PDF)
- Lucky 7 Dog Rescue Application (PDF)
- Ald. Hansen Memo - Banning Live Animal Auctioning(PDF)
- Ord19-XX Repealing 8-8 and Creating 86-8 draft 3-28-19 (PDF)
- revisions to animal treatment ordinances red-lined 3-28-19 (PDF)

ORDINANCE #19-15

REPEALING SECTION 8-8 DE PERE MUNICIPAL CODE REGARDING INJURY TO ANIMALS AND
CREATING SECTION 86-8 REGARDING MISCELLANEOUS ANIMAL REGULATIONS

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

SECTION 1. **Section 8-8. Injury to Animals** is repealed in its entirety.

SECTION 2. **Section 86-8. Miscellaneous Animal Regulations** is hereby created to read:

Sec. 86-8. Miscellaneous Animal Regulations.

- (a) No person shall injure or destroy any bird or rob or destroy any bird's nest within the city. No person shall throw stones or shoot or use any implement with the intention of killing or injuring any bird or squirrel within the city.
- (b) No person shall raffle or give as a prize or premium any live animal. No person shall offer for auction other than in an agricultural auction, any live animal.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of
May, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Committee Approval: recommended denial 5/14/19

Publication Date: _____



Memo Re: Auctioning Live Domesticated Animals

To: Members of the Common Council

Meeting Date: May 21, 2019

Ald. Jonathon Hansen

At the Finance/Personnel Committee held on May 14, concerns were raised about possible unintended consequences of this ordinance as originally written. The ordinance as proposed states the following:

Sec. 86-8. Miscellaneous Animal Regulations

(b) "No person shall raffle or give as a prize or premium any live animal. No person shall offer for auction other than in an agricultural auction, any live animal."

The first sentence of 86-8(b) was modeled after language that exists in Milwaukee's municipal code. However, concerns were raised by the Committee that the first sentence could potentially prohibit the giving away of fish as a prize at fairs. Accordingly, I would respectfully ask the Council to consider approving the ordinance, but with the first sentence of Section 86-8(b) stricken. Subsection (b) would, therefore, only consist of what is currently the second sentence (*"No person shall offer for auction other than in an agricultural auction, any live animal"*). This would limit the potential scope of the ordinance, and still directly address the situation that was initially brought to my attention.

Finally, as I mention in my memo to the Finance Committee, one of my concerns about allowing a live animal to be sold in a charitable auction is the potential for someone at the auction to purchase the animal without fully considering all of the implications that come with purchasing a domesticated animal. This contrasts with more "normal" situations when someone purchases or adopts a domesticated animal.

To illustrate this contrast, I have also requested that the agenda packet include the adoption process for the Wisconsin Humane Society – Green Bay Campus (formerly the Bay Area Humane Society), and the adoption application for Lucky 7 Dog Rescue (located in downtown Green Bay). As you can see in these documents, a thorough process is followed to ensure that the animal would be a good fit with the prospective owner. This includes talking through the situation with an animal adoption counselor, and having a "meet and greet" opportunity between the prospective owner and the animal. By contrast, these types of responsible pre-purchase procedures typically do not occur in a live auction setting.

Thank you very much for your consideration.

78-33 Animals

a-3. A treadmill, or an exercise device consisting of an endless belt on which an animal walks or runs without changing places.

a-4. A springpole, or a biting surface attached to a stretchable device, suspended at a height sufficient to prevent a dog from reaching the biting surface while touching the ground.

a-5. A fighting pit, or a walled or otherwise defined area designed to contain an animal fight.

a-6. Any other instrument commonly used in the furtherance of pitting one animal against another animal.

b. Prohibited Activity. No person shall intentionally own, possess, sell, transfer or manufacture animal-fighting paraphernalia with the intent to engage in or otherwise promote or facilitate animal fighting.

c. Penalty. c-1. Any animal-fighting paraphernalia used in violation of this section shall be seized and forfeited to the city.

c-2. Any person who violates this subsection shall, upon conviction, be subject to a forfeiture of not more than \$500, together with the costs of prosecution, and upon default of payment be imprisoned as permitted under law.

7. VETERINARY CARE. No owner or caretaker of any animal shall fail to get prompt veterinary care for the animal if the animal is bleeding or injured, and the owner or caretaker shall provide a copy of a current dog or cat license upon request.

8. ANIMALS IN PARKED VEHICLES.

a. Prohibited. No person shall leave or confine an animal in any unattended motor vehicle under conditions that endanger the health or well-being of the animal due to heat, cold, lack of adequate ventilation, lack of food or water, or any other circumstance that could reasonably be expected to cause suffering, disability, or death to the animal.

b. Removal of Animal. A member of the police department or fire department who observes a violation of par. a is authorized to take all steps that are reasonably necessary for the removal of an animal from an unattended motor vehicle after making a reasonable effort to locate the motor vehicle owner or other person responsible.

78-33. Nuisance Birds. Starlings, English sparrows and feral pigeons are declared a public nuisance and may be trapped or destroyed under the supervision of the commissioner subject to applicable federal and state regulations.

78-35. Bird Feeding. Feed for birds shall be placed in a covered hopper, gravity type feeder.

The platform of the feeder shall be of reasonable size and surrounded by a ledge to deter food from blowing off. The feeder shall be placed on top of a rodent-proof pole which extends at least 3.5 feet above the ground and shall be placed at least 6 feet from the nearest climbable object, or the feeder may be suspended from a tree if protected by rodent guards. Feed for birds shall not be placed on the ground where it is accessible to rodents. No more than 4 bird feeders shall be located on any premises. The feeder shall be maintained in a sanitary condition and cleaned regularly. The area below the feeder shall also be kept free of accumulations of feed.

78-37. Pigeon Harborages. Whenever the owner or tenant of any property in the vicinity of a premises upon which there are pigeon harborages makes a complaint to the department of a feral pigeon nuisance and if a pigeon nuisance is found to exist, the commissioner shall order the owner or manager of the premises to make the premises reasonably pigeon-proof and when necessary cover openings with hardware cloth or other suitable material for preventing pigeons from entering in or upon the premises.

78-39. Selling Baby Fowls. No person may display, give away or sell baby chicks or ducklings or any other young of domestic or nondomestic fowl as pets or novelties provided, however, that this prohibition does not apply to baby chicks kept pursuant to s. 78-6.5.

78-41. Stuffed Animals; Preservatives. No person may sell dead, stuffed birds or animals as novelties which have been preserved with arsenic or any other substance toxic to humans.

78-43. Turtles. No person may sell live turtles with a carapace length of less than 4 inches as pets or novelties.

78-45. Giving Away Animals as Prizes. No person may raffle or give as a prize or premium any live animal.

78-47. Display of Birds in Food Establishments. No person may display birds of the psittacine family in any store selling, giving away or preparing food or drink for human consumption unless the birds are so enclosed as to prevent any possible contamination of the food or drink.

78-49. Removal of Dead Animals. Any person owning or having charge or control of any dead

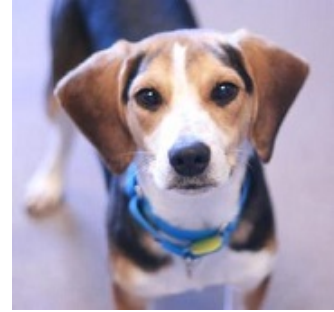
Adoption Process

Adoption Fees, Forms & Process

Thank you so much for your interest in adoption! Below are answers to some of our most commonly asked questions. If you need more information, please **contact the shelter nearest you**.

Do animals ever have restrictions limiting who they can go home with?

Every animal is an individual and WHS works hard to make great matches for our animals and adopters. Some animals may have placement restrictions or requirements established by WHS based on shelter observations and previous home histories. When meeting with your adoption counselor, they review each animal's medical, behavior, and placement needs with you to help you find an animal who is compatible with your home environment and your lifestyle. There are no time limits at WHS, all animals in adoption have as long as it takes to find a new loving home. Stop in and speak with our adoption counseling team today – we look forward to meeting with you.



Do I need to do anything before I visit the shelter?

Nope, heading to the shelter is the first step! Adoptions happen on a first-come, first-served basis as long as it's a good match; we do not have appointments or applications. If you would like to save some time, you can fill out our **Dog Adopter Profile**, **Cat Adopter Profile**, or **Small Animal/Exotic Adopter Profile** online in advance and it will remain on file for 2 months. This is what your adoption counselor will use to guide you through the adoption process; it is not an application.

What should I bring with me to the shelter?

You will need a valid photo ID and proof of current address. If you hope to leave with a new pet, all cats must be in a carrier and dogs must be on a leash. You can purchase these items at the shelter in our retail store where 100% of the proceeds go back to helping animals in need, or you can bring your own!

Can I bring my dog with me to meet other dogs before we decide to adopt?

We do offer dog-to-dog introductions upon request; however, the shelter environment can be stressful for both animals, so the behaviors you see during your introduction at WHS may not accurately reflect how the animals will do once they're back at the house. We always recommend an introduction in a neutral territory before entering your home. Your Adoption Counselor can share information on how to successfully navigate dog-to-dog introductions on your own without the stress of the shelter.

Will there be a wait?

Yes, there is typically a wait to meet with an animal. Depending on the campus and when you visit, a counselor may be able to meet with you right away or there may be a wait varying from 20 minutes up to 3 hours during peak times. On busy days, we may need to stop checking in clients prior to closing time to accommodate the potential adopters already on our waiting list. The ideal time to stop by is typically a weekday afternoon when foot-traffic is lightest. We are tremendously grateful for the patience of our visitors and the excitement our community has for adopting shelter pets!

What is Waitwhile?

All WHS Campuses utilize a program called Waitwhile which allows our guests to view current wait times in advance, and also allows them to check in at the shelter to hold their spot in line, leave if wait times are long, and come back once it's closer to their turn. This program relies on SMS text messaging and is best utilized on a smartphone. Click to view the current wait time for adoption at the **Milwaukee Campus, Racine Campus, Ozaukee Campus, Door County Campus, Green Bay Campus**, or the **Pet Supplies Plus Adoption Center (Green Bay)**.

What happens once I'm with my adoption counselor?

Since the individual needs of each animal and adopter vary, an Adoption Counselor will work with you one-on-one to help you find the right match for your family. They'll then introduce you to animals who've caught your eye or seem like a good fit based on the information you've provided. The adoption process generally takes at least an hour; we recommend that you allow ample time to learn about your new companion and complete the process. Once you've made a decision, we'll go over some paperwork, take payment for the adoption fee, and you'll be leaving the shelter with a new best friend! After adoption, we provide our adopters with a link to a video packed with helpful information; **feel free to watch our Adopter Information video in advance here!**

How much is the adoption fee?

You may have noticed on our website that our adoption fees vary between individual animals. Having a higher adoption fee for some animals who will find a home quickly enables us to care for animals in need of lifesaving medical and behavioral intervention. Dog adoption fees vary from \$25-\$449 plus local tax. Cat adoption fees range from \$99-\$199 for kittens under 1 year old, and you get to name your own fee for all cats aged 1 year and up. Small animal adoption fees range from "name your own fee" to \$75.

What is included in my adoption fee?

Every dog and cat adopted from WHS has already been spayed or neutered, microchipped, received initial vaccinations, plus they go home with a certificate for a free vet exam, a starter bag of Science Diet food, and a VCA Animal Hospitals Healthy Start Certificate for a wellness exam and 14-day follow-up care for conditions listed on certificate. Additionally, you'll leave with peace of mind knowing our behavior experts are here for you should any questions or concerns arise down the road.

Can I place a hold on an animal I see on the website?

While we work extremely hard to make our animals as comfortable as possible, studies show that the longer an animal is in a shelter environment, the higher their risk of increased stress and illness. For that reason, we operate on a first-come, first-served basis and are not able to accept phone holds. If you see someone who interests you on our website, please stop on in at your earliest convenience!

Do you offer any adoption discounts?

The Wisconsin Humane Society offers a 10% military discount on adoption fees at all campuses with valid proof of service.

Lucky 7 Dog Rescue

Adoption Application

Please scan, copy/paste, or attach photographs of this application to an email and send it to
lucky7dogrescue@gmail.com

The purpose of this application is to find the best possible match for our Lucky dogs.

Name of dog you are applying for: _____

OR, a short description of the kind of dog you would like to apply for (age, size, breed, gender, temperament, etc):

1. Names and birthdates of every adult living in the home:
 - a.
 - b.
 - c.
 - d.
2. Address:
 - a. Street and Number:
 - b. City, State:
 - c. Zip Code:
3. Telephone Number:
4. Do you own or rent your home?
 - a. Landlord information if renting:
5. Are you ready to adopt a dog at this point in time? Please understand that adopting a dog is time consuming and we ask that you take into consideration that this is a lifelong commitment.
6. Please list any pets you have had within the last five years and if they are still living:

- a.
 - b.
 - c.
 - d.
 - e.
7. Were your previous pets up to date on vaccines and altered (spayed/neutered)?
8. Previous pet's vet name and number:
 (Please contact your vet and let them know that we will be calling to ask for previous vet records. We will not be able to move forward with the application until we speak to previous vets).
- a.
 - b.
9. How many adults live in your household?
- a.
 - b.
 - c.
 - d.
10. Is everyone in the house ready and willing to welcome a new pet into their lives?
11. How many children live in your household?
- a.
 - b.
 - c.
 - d.
12. If you have frequent visitors will they be comfortable with a new pet in the household?
13. Have you ever had to rehome or surrender an animal?
14. If so, please explain:
- a.
15. What are your exercise plans for a new dog?
- a.
 - b.
 - c.
 - d.
16. Do you plan on training your new pet as a guard dog?
17. How do you plan on training your dog?
18. Where will your dog spend the majority of their day?

Please understand that if you are adopting a puppy you will be advised to take them to obedience training.

Please understand that all puppies are to be spayed and neutered before you are officially adopting them.

Please understand that by filling out this application you are agreeing that all of the above information is accurate and up to date and will remain true throughout the lifetime of your new pet.

Please understand that we reserve the right to deny your application.

Signature: _____ Date: _____

Interested in adopting a puppy?

Before you decide to adopt a new puppy we ask that you ask yourself a few questions. Thank you for your patience, cooperation, and understanding.

1. Is this the right time for me? Have I done research about housebreaking, training, and daily care for a new dog?
2. Will my daily schedule allow for enough care and exercise time?
3. Am I able to afford proper licensure and yearly vet exams, vaccinations?
4. Am I aware that puppies need to go out every four hours until fully house broken?
5. Do I have someone in place to care for my new puppy if I am to go out of town? Will they go to boarding?
6. If I move, will I be able to take the dog with me?
7. Am I willing to make the commitment to care for this dog for the entirety of their lives?

Thank you for taking the time to fill out this application and take the time to consider everything that goes into adopting a dog. A volunteer will be in touch with you within 3-4 business days on the status of your application. If you do not hear from us within that time, please contact us right away.

DE PERESM



Memo Re: Banning the Auctioning of Non-Livestock Animals

To: Mayor Walsh & Members of the Finance Committee

From: Ald. Jonathon Hansen

Meeting Date: May 14, 2019

It has come to my attention that last October, at a charitable auction held in De Pere, a puppy was auctioned off. The organization sponsoring the auction included puppies as one of their requested items before the auction. Two individuals then purchased a puppy from a dog breeder for \$400. The puppy was eventually sold at the auction for \$2,800.

This practice raises a number of concerns. From a public health/safety standpoint, a recipient could potentially be exposed to unknown and possibly dangerous sources from which the animal was obtained. In the case that was brought to my attention, the animal was purchased from a breeder, and it is unclear what, if any, oversight went into ensuring that the animal had received all of its necessary shots, would not transmit diseases or other adverse conditions to the recipient, etc.

Another concern is that the nature of auctions tends to encourage individuals to make potentially rash decisions in the heat of the back-and-forth bidding. An individual could walk into a charitable auction without any intention of purchasing a live animal (or even knowledge that such an animal would be up for auction), but could suddenly decide to bid on the live animal. This can create a situation in which someone purchases a live animal without fully considering all of the implications that come with such a purchase, which thereby increases the likelihood that a live animal is purchased by someone who is not fully capable of providing for the animal's well-being. This creates welfare issues for both the owner and the animal (as well as potentially increasing the burden on the humane societies that would need to take in the animal if the owner eventually gives it up).

Finally, another potential animal welfare concern is the ethical implications of making a live animal go through the auction process. Some animals are uncomfortable being around a large number of people, and thus displaying such an animal in front of a room full of people in order to be auctioned off could be considered inhumane treatment of the animal.

For these reasons, I respectfully request that you recommend approval of this ordinance in order to prevent this type of situation from occurring again in the future. Thank you for your consideration.

ORDINANCE #19-XX

REPEALING SECTION 8-8 DE PERE MUNICIPAL CODE REGARDING INJURY TO ANIMALS
AND CREATING SECTION 86-8 REGARDING MISCELLANEOUS ANIMAL REGULATIONS

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

SECTION 1. **Section 8-8. Injury to Animals** is repealed in its entirety.

SECTION 2. **Section 86-8. Miscellaneous Animal Regulations** is hereby created to read:

Sec. 86-8. Miscellaneous Animal Regulations

- (a) No person shall injure or destroy any bird or rob or destroy any bird's nest within the city. No person shall throw stones or shoot or use any implement with the intention of killing or injuring any bird or squirrel within the city. [Moved from 8-8(b)]
- (b) No person shall raffle or give as a prize or premium any live animal. No person shall offer for auction other than in an agricultural auction, any live animal. (new)

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this ____ day of

_____, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey Danen, Deputy Clerk

Ayes: _____

Nays: _____

Committee Approval: _____

Publication Date: _____

~~Sec. 8-8. Injury to animals.~~

~~(a) No person shall cruelly beat or otherwise maltreat or misuse any animal in the city.~~ (Delete since treatment of animals under state law incorporated by reference in Chapter 8-1)

~~(b) No person shall injure or destroy any bird or rob or destroy any bird's nest within the city. No person shall throw stones or shoot or use any implement with the intention of killing or injuring any bird or squirrel within the city.~~ (Move to Chapter 86 DPMC)

Create Section 86-8. Miscellaneous Animal Regulations

Sec. 86-8. Miscellaneous Animal Regulations

(a) No person shall injure or destroy any bird or rob or destroy any bird's nest within the city. No person shall throw stones or shoot or use any implement with the intention of killing or injuring any bird or squirrel within the city. [Moved from 8-8(b)]

(b) No person shall raffle or give as a prize or premium any live animal. No person shall offer for auction other than in an agricultural auction, any live animal. (new)

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

MEETING DATE: May 21, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #19-50 Authorizing Third Amendment to Agreement Between the City of De Pere and Graef-USA, Inc. (James Street Streetscape Design Services).

The Board of Public Works at the May 13, 2019 meeting approved the proposed contract amendment with Graef for Project 19-04 James Street Reconstruction and Streetscape and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso19-50 (DOCX)
- Consultant Agreement Amendment 3rd-GRAEF(James Street Streetscape Design)12-18-157-003-17 (PDF)
- 2019 0513 CI_BOPW_Close Graef Contract (PDF)

RESOLUTION #19-50

AUTHORIZING THIRD AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF DE PERE AND GRAEF-USA, INC.
(James Street Streetscape Design Services)

WHEREAS, the City of De Pere and GRAEF-USA, Inc., d/b/a GRAEF, are parties to an Agreement concerning James Street Streetscape Design Services dated February 6, 2018 and amended on July 10, 2018 and January 17, 2019 (the Agreement); and

WHEREAS, the Parties wish to amend the Agreement to revise the scope of services by eliminating Construction Administration therefrom due to City staff being available to administer the construction contract when the project is re-bid in 2020, as set forth in the Third Amendment to the Agreement, attached and incorporated by reference as Exhibit 1.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Third Amendment to Agreement Between the City of De Pere and GRAEF-USA, Inc. (Exhibit 1).

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of May, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

**THIRD AMENDMENT TO AGREEMENT FOR SERVICES
BETWEEN THE CITY OF DE PERE AND GRAEF-USA, INC.
(James Street Streetscape Design Services)**

This Third Amendment is entered into this ____ day of _____, 2019, with respect to the Agreement for Services by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and GRAEF-USA, Inc., d/b/a GRAEF, a Wisconsin corporation ("Consultant") (collectively "the Parties") dated February 6, 2018 and as Amended on July 10, 2018 and January 17, 2019, (collectively "Agreement"), which Agreement is incorporated herein by reference.

The Parties hereby revise the terms of the Agreement so that the same terminates after all design, engineering, and construction document preparation tasks are complete. To accomplish this revision, Section II. Scope of Consulting Services and corresponding Exhibit D to the Agreement, is hereby amended to reflect the following tasks to be performed thereunder and compensation to be paid for those tasks:

- | | |
|---|----------|
| • Schematic Design, Design Development and Construction Documents | \$74,452 |
| • Bidding Assistance | \$ 3,601 |
| • Wind Wall Design and Coordination | \$ 6,903 |
| • Water Wall Sub-consultant | \$ 8,498 |

Total Not to Exceed Fee: \$93,454

Terms not otherwise defined in this Amendment shall have the meanings set forth in the Agreement. In the event of any inconsistency between the terms of this Amendment and the Agreement, this Amendment shall control. All other terms, covenants and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the day and year first above written.

GRAEF-USA, INC.

CITY OF DE PERE, WISCONSIN

By: _____
Patrick J. Skalecki, PE
Principal/Green Bay Office Manager

By: _____
Michael J. Walsh, Mayor

By: _____
Burt J. Naumann
Senior Vice President

By: _____
Carey E. Danen, City Clerk

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CITY OF DE PERE MEMO



To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Bill Boyle, GIS Manager/Project Manager
Date: May 13, 2019

RE: **Consider amending contract with Graef for Project 19-04 James Street Reconstruction & Streetscape***

The City has partnered with Graef on our James Street project to perform design, engineering, and construction administration services. If the board chooses to postpone and re-bid the project in 2020, the City will no longer require construction administration services.

Staff is recommending the contract with Graef be terminated and end after the design, engineering, and construction document preparation is complete. By terminating the contract at this point, we will have a clear break in the service rendered.

If you have any questions regarding the contract amendment please contact me at 339-4043.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #19-51 Approving Agreement for HVAC Preventative Maintenance Between the City of De Pere and Hurckman Mechanical Industries, Inc.

The Board of Public Works at the May 13, 2019 meeting approved awarding the Preventative Maintenance Contract for the City Heating Ventilation and Air Conditioning Equipment to Hurckman Mechanical Industries for \$49,896.60 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso19-51 (DOCX)
- Contractor Agreement-Hurckman Mechanical Industries, Inc.(HVAC Preventative Maintenance)5-14-19 (PDF)
- Exhibit A-Hurckman Contractor Agreement (PDF)
- Exhibit B-Hurckman Contrator Agreement (PDF)
- Memo for Preventative Maintenance for HVAC Equipment REV (PDF)
- Reference list for Hurckman Mechanical Industries (DOC)
- Reference check results (DOCX)
- Tweet Garot labor for the last two years. (XLSX)

RESOLUTION #19-51

APPROVING AGREEMENT FOR HVAC PREVENTATIVE MAINTENANCE
BETWEEN THE CITY OF DE PERE AND HURCKMAN MECHANICAL INDUSTRIES, INC.

WHEREAS, the City requires preventative maintenance services for all HVAC related equipment owned by the City; and

WHEREAS, Hurckman Mechanical Industries, Inc. has available and offers to provide personnel and equipment necessary to accomplish the requested preventative maintenance services within the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Agreement for Contractor Services Between the City of De Pere and Hurckman Mechanical Industries, Inc.(HVAC Preventative Maintenance Services) as is attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of May, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso19-51 (8252 : Reso #19-51 Approving Agreement with Hurckman for HVAC Preventative Maintenance.)

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND HURCKMAN MECHANICAL INDUSTRIES, INC.
(HVAC Preventative Maintenance Services)**

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Hurckman Mechanical Industries, Inc., a foreign limited liability company ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform preventative maintenance on City's HVAC equipment within the City as described in the City's Request for Proposals attached hereto and incorporated as Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, the schedule for commencing and completing such work and the basis for compensation for such work. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement, unless such term is specifically written into the Agreement.

II. COMPENSATION

For the services as described herein, the City agrees to pay, and the Contractor agrees to accept, compensation as provided in Contractor's Proposal attached hereto and incorporated herein as Exhibit B, with an itemized invoice to be submitted at the conclusion of each spring and fall season detailing services provided at each location.

III. INSURANCE

The Contractor shall maintain during the course of the project, 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 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile Liability

(A) Coverages must include the following extensions:
Comprehensive Form

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

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$1,000,000 per person/per accident

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

- 3. Worker's Compensation and Employers' Liability Insurance
Limits of Liability: Statutory

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

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

Contractor Agreement (HVAC Preventative Maintenance)
Hurckman Mechanical Industries, Inc.

Page 2 of 6

arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.

2. **CONTRACTOR RECORDS.** Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.
3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **SAFETY, HEALTH AND SANITATION.** The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the Public Works Director may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

Contractor Agreement (HVAC Preventative Maintenance)
Hurckman Mechanical Industries, Inc.

Page 3 of 6

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the Director of Public Works, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. MEDIATION

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

The City and Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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

VIII. NOTICES

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

If to City:
City of De Pere
Attention: Director of Public Works
925 South Sixth Street
De Pere, WI 54115

If to Contractor:
Hurckman Mechanical Industries, Inc.
Attention: Green Bay Corporate Office
1450 Velp Avenue
Green Bay, WI 54303

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

(Signatures follow on Page 6 of 6)

Contractor Agreement (HVAC Preventative Maintenance)
Hurckman Mechanical Industries, Inc.

Page 5 of 6

HURCKMAN MECHANICAL INDUSTRIES, INC.

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Approved as to Form:_____
Judith Schmidt-Lehman, City Attorney

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CITY OF DE PERE

By: _____

Michael J. Walsh, Mayor

Carey E. Danen, City Clerk

MARCH 22 – APRIL 26
CITY OF DE PERE
ADVERTISEMENT FOR QUOTES
HVAC PREVENTATIVE MAINTENANCE

The City of De Pere is accepting quotes to conduct Preventative Maintenance on all HVAC equipment within the City. Proposals are due by April 26, 2019 at 2:30 pm at the Municipal Service Center at 925 South Sixth Street, De Pere, WI 54115. Interested contractors are welcomed to participate in a City walkthrough on April 9th, starting at 8:00am at the Municipal Service Center (925 S. Sixth Street). Any questions or concerns may be directed to Thomas Blohowiak, Maintenance Supervisor at (920) 339-4072 ext. 2250, or e-mail at tblohowiak@mail.de-pere.org.

Agreement:

- The agreement shall be a period of three years, with an option to renew on a yearly basis contingent on both parties approval for a maximum total of 5 Years.
- The City will use its standard Contractor Agreement (sample attached). No standard terms and conditions of any firm or entity responding to this proposal will be incorporated into the Contractor Agreement.

Scope of Services:

- Conduct a spring and fall maintenance check of all HVAC related equipment owned by the City of De Pere.
- Provide inventory of all HVAC related equipment.
- Provide a status/condition report of each piece of equipment within one week of seasonal maintenance completion.
- Cover all necessary labor and preventative maintenance to maintain all HVAC related equipment. Preventative Maintenance shall consist of cleaning, aligning, calibrating, adjusting, change filter, replace belts, and lubricating. Schedule A provides a general list of HVAC related equipment owned by the City of De Pere.
- Park Buildings listed on Schedule A will get inspected only one time per year because they are seasonal equipment with low use.
- Submit Schedule B and C for consideration.

Customer Responsibilities:

- Customer assumes that all equipment is in satisfactory working condition. Any equipment found in need of repair upon initial inspection or seasonal start-up will be reported to the owner's representative with a written estimate to repair the item in question.
- Repair work shall not commence unless authorized by City representative.
- Customer shall provide all belts and air filters for replacement.
- Customer will cover the cost of repair parts outside of preventative maintenance agreement.
- Redesign, repair, or adaptation of any equipment due to the obsolescence or unavailability of refrigerant and/or replacement parts is beyond the scope of the agreement.
- Customer shall provide reasonable means of access to all equipment.
- Customer shall make available all Material Safety Data Sheets.
- Customer agrees to pay for any authorized work performed outside of preventative maintenance contract.

Submittal Requirements:

- Contractor shall submit all required documents by deadline.
- Contractor must submit Schedule B indicating contact information and references related to preventative maintenance.
- Contractor shall submit Schedule C, indicating proposed fees.

Questions:

For any questions or to review City HVAC equipment please contact Thomas Blohowiak, Maintenance Supervisor at (920) 339-4072 ext. 2250, or e-mail at tblohowiak@mail.de-pere.org.

City of De Pere
HVAC Preventative Maintenance
Schedule A
Generalized Inventory of HVAC

The below list is a representation of HVAC units and equipment throughout the City of De Pere. The list should be used as a guide and not as an accurate inventory. Contractors are welcome to visit or contact City representatives to get further information.

Location				
Community Center	HW Boilers	Hot Water Pumps	Split System Units	Exhaust Fans
	Standard Convectors	HW Coil/Unit Heaters	Humidifiers	VAV Boxes
	Fan Powered Boxes	Thermostats	Temperature and Safety Controls	Air Handler Unit
Municipal Service Center	Hot Water Boilers	Split System Unit	Exhaust Fans	Power Roof Ventilators
	Make Up Air Units	Entrance Heaters	Gas Fired Unit Heaters	HW Coil/Unit Heaters
	VAV Boxes	Air Compressor	Thermostats	Temperature and Safety Controls
	Air Handler Unit			
City Hall	HW Boilers	HW Pumps	Split System Unit	Roof Compressor
	Condenser Fan Motor	Roof Top Packaged Unit	Exhaust Fans	Power Roof Ventilators
	Standard Convectors	Electric Rad. Unit Heater	HW Coil/Unit Heaters	Unit Ventilators
	Air Compressor	Air Handler Units		
Water Department Buildings	Ninth St Pump Station	Merrill St. Pump Station	Schering Rd. Pump Station	Enterprise Dr. Pump Station
Fire Station West	Split System Units	Gas Fired Unit Heater	Exhaust fans	Furnace
Fire Station East	Split System Units	Exhaust Fan	Return Fan	Air Handler Unit
Police Station	Split System Unit	Power Roof Ventilators	Make up Air Unit	Standard Convectors
	Air Compressor	Furnace		
Park buildings	VFW octagon Building Furnace	Perkofski Boat Launch Furnace	Bomier Boat launch Furnace	Patriot Park Furnace
	Voyageur Park bathroom Furnace	Legion Pool Boiler		

City of De Pere
HVAC Preventative Maintenance - RFP
Schedule B
Contact and Reference Page

Schedule B should be completed accurately and completely. For questions or concerns, contact Thomas Blohowiak, Maintenance Supervisor at (920) 339-4072 ext. 2250, or e-mail at tblohowiak@mail.de-pere.org. Proposals shall be submitted to the Municipal Service Center by Friday, March 29, 2013, at 2:30 pm. The Municipal Service Center is located at 925 South Sixth Street, De Pere, WI 54115.

Contact Information

Company Name:	
Contact Person:	E-mail
Phone:	Cell Phone
Address:	

Reference Information

1. Company: _____		Phone: _____	
Contact Person: _____		Address: _____	

2. Company: _____		Phone: _____	
Contact Person: _____		Address: _____	

3. Company: _____		Phone: _____	
Contact Person: _____		Address: _____	

City of De Pere
HVAC Preventative Maintenance
Schedule C

Price Quote

Please indicate price quotes based on the scope of services for each of the indicated City of De Pere locations. Price quotes should reflect a total fee per year.

Location	Price			
	2019	2020	2021	TOTALS
Municipal Service Center				
Fire Department (West)				
Fire Department (East)				
City Hall				
Police Station				
Community Center				
Water Department				
Park Department Buildings				

Total (Year –2019)

Total (Year - 2020)

Total (Year - 2021)

Grand Total

City of De Pere
HVAC Preventative Maintenance
Schedule C

Price Quote

Please indicate price quotes based on the scope of services for each of the indicated City of De Pere locations. Price quotes should reflect a total fee per year.

Location	Price			
	2019	2020	2021	TOTALS
Municipal Service Center	2165.00	2165.00	2198.24	6528.24
Fire Department (West)	1599.70	1599.70	1623.82	4823.22
Fire Department (East)	1742.70	1742.70	1768.80	5254.20
City Hall	3301.80	3301.80	3351.48	9,955.08
Police Station	2680.20	2680.20	2721.18	8081.58
Community Center	2290.60	2290.60	2325.40	6906.60
Water Department	1047.40	1047.40	1063.48	3158.28
Park Department Buildings	1721.30	1721.30	1746.80	5189.40

Total (Year –2019)	\$16,548.70
Total (Year - 2020)	\$16,548.70
Total (Year - 2021)	\$16,799.20
Grand Total	\$49,896.60

CITY OF DE PERE MEMO



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

From: Thomas Blohowiak, Maintenance Supervisor

Date: May 13, 2019

RE: **Consider Preventative Maintenance Contract for City Heating Ventilation and Air Conditioning (HVAC) Equipment***

Several departments throughout the City of De Pere have HVAC Equipment. Our contract for Preventative Maintenance (PM) Service is up for renewal. I have grouped the entire list of HVAC Equipment under one Request for Proposal (RFP).

The City of De Pere requested proposals from 5 vendors for this service. Tweet Garot is our current vendor for PM Service. The hours spent for just PM work by Tweet Garot is attached. They were the only vendor that did the walk through of the buildings. The following two quotes (see attached) were received for consideration.

Vendors	Total (Year - 2019)	Total (Year - 2021)	Total (Year - 2021)	Grand Total
Tweet Garot Mechanical	\$22,063.00	\$22,724.00	\$22,981.00	\$67,768.00
Hurckman Mechanical Industries	\$16,548.70	\$16,548.70	\$16,799.20	\$49,896.60
Bassett Mechanical				No Bid
A&J Mechanical				No Bid
Robinson Heating & Cooling				No Bid

Attached

1. RFP HVAC PM 2019 final
2. Reference list for Hurckman Mechanical Industries
3. Reference check results
4. Tweet/Garot Mechanical Proposal
5. Hurckman Mechanical Industries Inc. Proposal
6. Tweet Garot labor for the last two years.

Staff completed reference checks on the vendor with the lowest proposal (see attached). All references were favorable. Staff is recommending the contract be given to Hurckman Mechanical Industries, the lowest proposal for the service.

City of De Pere
HVAC Preventative Maintenance - RFP
Schedule B
Contact and Reference Page

Schedule B should be completed accurately and completely. For questions or concerns, contact Thomas Blohowiak, Maintenance Supervisor at (920) 339-4072 ext. 2250, or e-mail at tblohowiak@mail.de-pere.org. Proposals shall be submitted to the Municipal Service Center by Friday, March 29, 2013, at 2:30 pm. The Municipal Service Center is located at 925 South Sixth Street, De Pere, WI 54115.

Contact Information

Company Name: Hurckman Mechanical Industries, Inc	
Contact Person: Dave Taylor	E-mail davetaylor@hurckman.com
Phone: (920) 499-8771	Cell Phone (920) 609-0595
Address: 1450 Velp Avenue. Green Bay, WI 54303	

Reference Information

1. Company: <u>American Foods Group</u>		Phone: <u>(920) 436-6461</u>
Contact Person: <u>Ryan Heintz</u>	Address: Several Locations In Green Bay	
2. Company: <u>Associated Banks</u>		Phone: (920) 431-8072
Contact Person: <u>Steve Kerscher</u>	Address: Several Locations In Green Bay	
3. Company: <u>Wisconsin Public Service</u>		Phone: <u>(920) 433-1065</u>
Contact Person: <u>Joe Kassner</u>	Address: Several Locations In NE Wisconsin	

American Foods Group

Ryan at American Foods Group has been working with Hurckman Mechanical for several years. They do quality work without repeat repairs. They do their own Preventive maintenance so Hurckman just comes in for new installs or repairs. "Great team of Technicians to work with".

Associated Bank

Steve at Associated Bank uses Hurckman Mechanical to do their maintenance and service work for all their locations in a 4 county area. They have a two member team that just does all of their service and repair work. "Same day service when they call."

Wisconsin Public Service (WPS)

Joe at WPS has worked with Hurckman for 6 years and "they do great work." At the power plant they gave the Technicians full access with security cards to come and go thru the equipment as needed. They have a full maintenance agreement with them. They pay lump sum for year and Hurckman will fix and repair the equipment as needed without any additional cost.

<u>LOCATION</u>	<u>2017-2018 AVG HOURS</u>	<u>PROJECTED HOURS</u>
MSC	72.5	57
CITY HALL	50.5	43
COMMUNITY CENTER	28.5	29
FIRE WEST	13	14
FIRE EAST	29.5	24
POLICE	10.5	19
WATER		17
PARK		18

Water and Park are new to
the PM for 2019



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #19-52 Authorizing Amendment to Agreement Between the City of De Pere, the Town (Now Village) of Allouez and the Green Bay Metropolitan Sewerage District Regarding Connection to Facilities.

The Board of Public Works at the May 13, 2019 meeting approved the proposed amendment to 1969 Agreement between the City of De Pere, Village of Allouez, and GBMSD regarding Sewer Service at 1091 North Broadway Street and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso19-52 (DOCX)
- Exhibit A-DP-Allouez-NewWater Amend 1969 Agreement changes accepted (PDF)
- Ex 1 DP-Allouez -NewWater Sewer Agreement (PDF)
- DP-Allouez-GBMSD Intergovt K 1969 (PDF)
- Mayor&BPW Amend 1969 Agreement DP-Allouez_GBMSD (PDF)

RESOLUTION #19-52

AUTHORIZING AMENDMENT TO AGREEMENT BETWEEN THE CITY OF DE PERE,
THE TOWN (NOW VILLAGE) OF ALLOUEZ AND THE GREEN BAY METROPOLITAN SEWERAGE DISTRICT
REGARDING CONNECTION TO FACILITIES

WHEREAS, the City of De Pere ("City"), the Village of Allouez ("Village") and the Green Bay Metropolitan Sewerage District are parties to an Agreement dated July 16, 1969, which sets forth circumstances and locations where the City or the Village could connect to the other's locally owned sewer for purposes of collection and treatment of sewage; and

WHEREAS, the parties wish to amend the Agreement to allow for City connection to Village's locally owned sewer in an area which it is economically impractical for the City to provide its own locally owned sewer, upon the terms and conditions set forth in the Amendment attached hereto and incorporated by reference as Exhibit A; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Amendment to Agreement Between the City of De Pere, the Town (Now Village) of Allouez and the Green Bay Metropolitan Sewerage District Regarding Connection to Facilities (Exhibit A).

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, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso19-52 (8251 : Resolution #19-52 Authorizing Amendment to Agreement Between De Pere, Allouez and GBMSD)

**AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF DE PERE, THE TOWN (NOW VILLAGE) OF ALLOUEZ AND
THE GREEN BAY METROPOLITAN SEWERAGE DISTRICT
REGARDING CONNECTION TO FACILITIES**

THIS AMENDMENT is entered into this ____ day of _____, 2019, by and between the City of De Pere, a municipal corporation (“City”), the Village of Allouez, a municipal corporation (“Village”) and the Green Bay Metropolitan Sewerage District, a Metropolitan Sewerage District (“NEW Water”), collectively or individually referred to as Party or Parties.

WHEREAS, the Parties entered into an Agreement dated July 16, 1969 (“Agreement”) setting out circumstances and locations where City or Village could connect to the other’s locally owned sewer for purposes of collection and treatment of sewage; and

WHEREAS, City and Village have identified a need to amend the Agreement to allow for City connection to Village’s locally owned sewer in an area in which it is economically impractical for the City to provide its own locally owned sewer; and

WHEREAS, the Parties wish to facilitate amending the Agreement.

NOW THEREFORE, upon the mutual promises, covenants and obligations contained herein, together with such other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. NEW Water and Village agree to allow the City to connect to the Village’s sanitary sewer for the area noted in Exhibit 1. This permission extends to the existing connection serving the structure at 1091 N. Broadway St. and shown on Exhibit 1.
2. It is understood that Village’s sanitary sewer connects to City’s sewer at the location identified in Exhibit 1, such connection being one of the items authorized in the Agreement.
3. No other change to the Agreement is authorized by this amendment, and all other terms and conditions therein remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

4. This Amendment may be executed in any number of counterparts, all of which together shall constitute a single Amendment. Facsimile and email (pdf. format) signatures shall be accepted by the parties and shall be deemed original signatures for all purposes.

VILLAGE OF ALLOUEZ

By:

James Rafter, President

Debbie Baenen, Clerk-Treasurer**CITY OF DE PERE**

By:

Michael J. Walsh, Mayor

Carey Danen, City Clerk**GREEN BAY METROPOLITAN
SEWERAGE DISTRICT**

By:

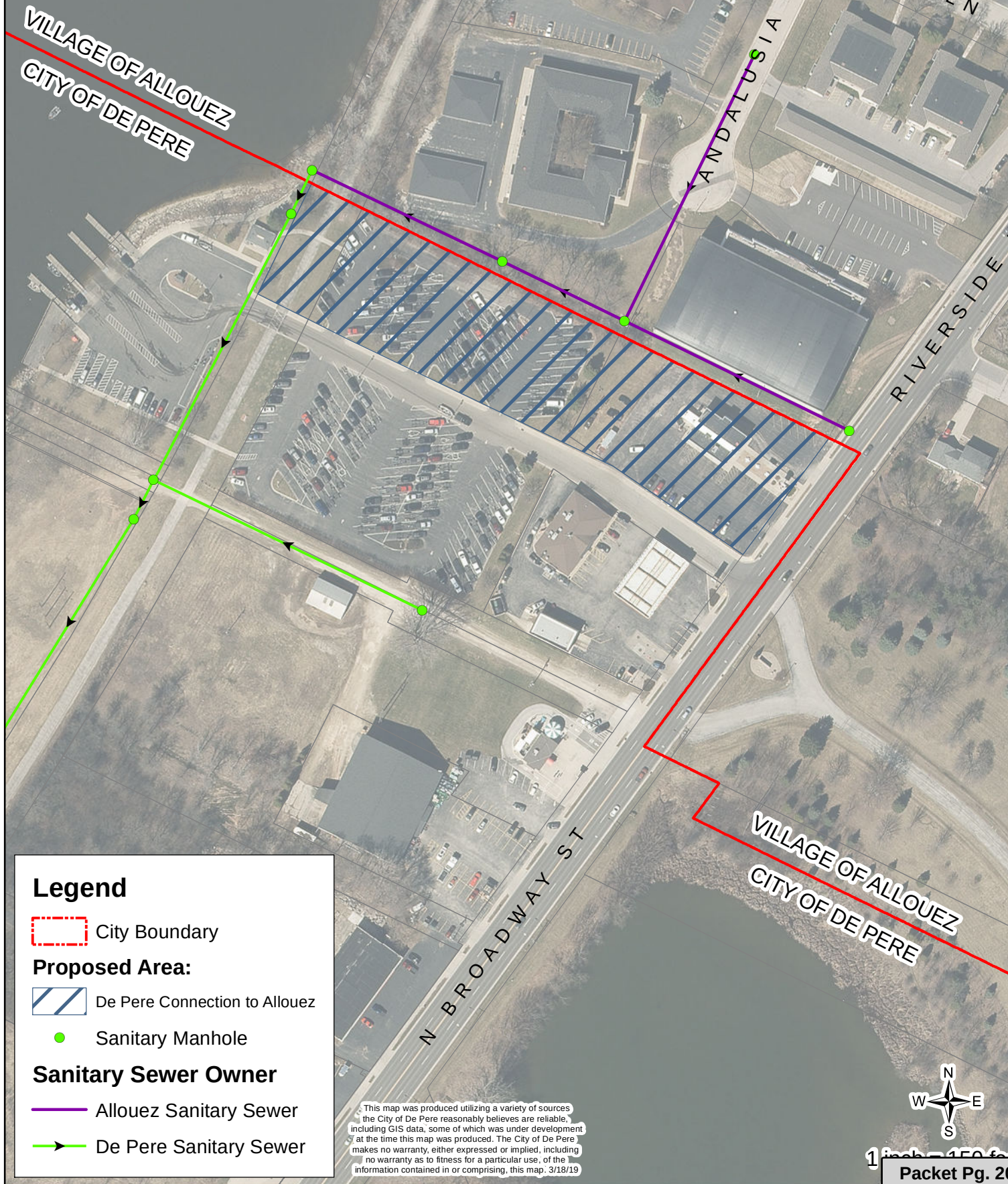
Thomas W. Sigmund, Executive Director

Exhibit 1

1.20.c



Attachment: Ex 1 DP-Allouez -NewWater Sewer Agreement (8251 : Resolution #19-52 Authorizing Amendment to Agreement Between De Pere,



THIS AGREEMENT, made this 16th day of July, 1969, by and between the CITY OF DE PERE, Brown County, Wisconsin, hereinafter referred to as "City," the GREEN BAY METROPOLITAN SEWERAGE DISTRICT, Brown County, Wisconsin, hereinafter referred to as the "Metropolitan District," and the TOWN OF ALLOUEZ, Brown County, Wisconsin, hereinafter referred to as the "Town."

WHEREAS, the City owns and operates, within its corporate limits, a sewage treatment system, and that the Metropolitan District is a municipal corporation organized and existing for the handling, treating and disposal of sewage within its boundaries, such boundaries include the municipal boundaries of the Town.

WHEREAS, the City has determined that it is not economically practical and that certain engineering problems exist in its receiving and handling sewage from an area in and around the intersection of Smits Street with LeBrun Road, in the City of De Pere, and that the Metropolitan District and the Town have determined that it is not economically practical and that certain engineering problems exist in its receiving, handling and treating the sewage from an area in and around Andalusia Court, in the Town of Allouez.

NOW THEREFORE, IT IS HEREBY AGREED, by and between the parties hereto, upon the mutual promises and covenants contained herein, as follows:

1. That the Metropolitan District and the Town agree to allow the City to connect its sanitary sewer, to be constructed on Smits Street, to the Town's sanitary sewer on LeBrun Road, and further to receive, handle, treat and dispose of the sewage and drainage from the following area, in the City of De Pere, to-wit:

Subdivision, and Lots twenty-three (23) and twenty-four (24) of LeBrun's First Addition, City of De Pere, East Side of Fox River, Brown County, Wisconsin.

1.20.d

2. That the City agrees to maintain that certain sanitary sewer located between its interceptor sewer along the Fox River and State Highway 57, and does hereby agree to allow the Town to connect certain sanitary sewers, hereinafter described, to that sanitary sewer of the City, and the City further agrees to receive, handle, treat and dispose of the sewage and drainage from the following area, in the Town of Allouez, to-wit:

All those Lots or parcels of property located in Private Claim 26, Town of Allouez, abutting the following described reference line: Commencing at the Southwest corner of Lot 6, Block 3, Sunlight Park Plat; thence North $64^{\circ} 00'$ W, 219.15 feet along the South Line of said Plat to the Easterly right-of-way line of the C.M.St.P. and P.R.R.; thence S $26^{\circ} 13'$ W, 580.52 feet along said Easterly right-of-way line to the point of beginning of this reference line; thence continuing S $26^{\circ} 13'$ W, 110.00 feet; thence S $64^{\circ} 00'$ E, 613.36 feet to the Westerly right-of-way line of Riverside Drive and the point of ending of this reference line.

Also all those lots or parcels of property located in Private Claim 25 and Private Claim 26, Town of Allouez, abutting on the following described reference line: Commencing at the Southwest corner of Lot 6, Block 3, Sunlight Park Plat; thence N $64^{\circ} 00'$ W, 219.15 feet along the South line of said Plat to the Easterly right-of-way line of C.M.St.P. and P.R.R.; thence S $26^{\circ} 13'$ W, 690.52 feet along the said Easterly right-of-way line; thence S $64^{\circ} 00'$ E, 339.00 feet; thence N $26^{\circ} 00'$ E, 20.00 feet to the point of beginning of this description; thence continuing N $26^{\circ} 00'$ E, 127.50 feet to the Southerly line of Andalusia Court and the point of ending of this description.

3. That neither the City, Metropolitan District or Town shall assess service charges against the other municipality for the treatment or transmission of such sewage and effluent received from such other municipality, due to the fact that the respective sewage drainage areas are fairly identical in size and type of effluent.

4. That it is agreed and understood by the parties hereto that the parties hereto shall service only those properties

described herein, and no other properties within the boundaries of the respective municipalities.

1.20.d

5. That the sanitary sewers, and any future sanitary sewer mains or interceptor mains, and necessary appurtenances thereto that are required to be constructed and installed in the City of DePere for discharge of the effluent from the above described area in the City of DePere the total cost of such improvements shall be borne by such City; and similarly any sanitary sewer, or any future sewer main or interceptor main and necessary appurtenances thereto that are required to be constructed and installed in the Town for discharge of the effluent from the above described area in the Town the total cost of such improvements shall be borne by the Town. Any and all special assessments and connection charges for properties serviced by such sanitary sewer mains shall be established, assessed and charged against such property by the municipality in which such property is located.

6. That if in the future the City's sewerage system is expanded to allow the above described area in the City to be served by such City's sewerage system, and such service is economically practical and engineeringly feasible, or if in the future the Metropolitan District's sewerage system expands to allow the above described area in the Town to be served by the Metropolitan District's sewerage system, and such service is economically practical and engineeringly feasible, then this act or agreement shall terminate and the parties hereto negotiate a new agreement, if at that time one of the parties hereto is continuing to receive effluent from municipality.

WITNESS WHEREOF, the parties hereto having caused this to be executed by their duly authorized officers on

In the Presence of:

THE CITY OF DE PERE

Ronald J. HawkeyBy John C. Growt
John C. Growt, MayorRobert J. Monmaent

Attest:

By J. J. Smits
J. J. Smits, Clerk-Treasurer

In the Presence of:

THE GREEN BAY METROPOLITAN SEWERAGE
DISTRICTBetty LiebermanBy F. S. Halladay
F. S. Halladay, PresidentJames L. Dittene

Attest:

By F. Sargent, II
F. Sargent, II, Secretary

In the Presence of:

THE TOWN OF ALLOUEZ

Charles Matyska
T. Margaret WahnerBy Richard W. Westring
Richard W. Westring, Chairman

Attest:

By T. Margaret Wahner
T. Margaret Wahner, Clerk

ALLOUEZ ANNEXATION
OCTOBER 3, 1967

<u>Total Owed</u>	10/03/67	<u>Annual Payments</u>	<u>Balance Forward</u>
			91,180.22
1968		4,559.01	86,621.21
1969		4,559.01	82,062.20
1970		4,559.01	77,503.19
1971		4,559.01	72,944.18
1972		4,559.01	68,385.17
1973		4,559.01	63,826.16
1974		4,559.01	59,267.15
1975		4,559.01	54,708.14
1976		4,559.01	50,149.13
1977		4,559.01	45,590.12
1978		4,559.01	41,031.11
1979		4,559.01	36,472.10
1980		4,559.01	31,913.09
1981		4,559.01	27,354.08
1982		4,559.01	22,795.07
1983		4,559.01	18,236.06
1984		4,559.01	13,677.05
1985		4,559.01	9,118.04
1986		4,559.01	4,559.03
1987		4,559.03	-0-

MEMORANDUM

TO: Mayor Michael J. Walsh, Chair
Board of Public Works Members
Common Council Members

FROM: Judith Schmidt-Lehman, City Attorney

DATE: May 13, 2019 (meeting date)

RE: Amendment to 1969 Agreement between De Pere, Allouez and GBMSD

Allouez, De Pere and GBMSD (a/k/a NEW Water) are parties to a 1969 Agreement concerning allowing each jurisdiction to transport certain waste of the other. A copy of that agreement is attached.

The proposed Brickyard development (located behind the existing Dairy Queen business) is adjacent to the area in Allouez which is allowed under the 1969 Agreement to transport its waste to De Pere. The parties are interested in updating the 1969 Agreement to allow the Brickyard development to connect to the Allouez sewer line directly across the property line. This line then connects to De Pere's line along the Fox River Trail and eventually to the NEW Water De Pere facility. Attached is a proposed Amendment to the 1969 Agreement which has been reviewed and approved in concept by legal counsel for GBMSD, Allouez and the undersigned.

If the Board recommends approval of this Amendment, the Common Council will take it up on May 21, 2019. The GBMSD Commission is expected to approve this Amendment on May 23, 2019. We don't have the Allouez approval schedule yet; but hopefully it will occur in the same period of time.

Staff will be available at the Board meeting to address any question you have. Otherwise, please feel free to call me at 339-4042 at your convenience ahead of that meeting.

JSL



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #19-53 Authorizing Agreement for Contractor Services Between the City of De Pere and Raiserite Concrete Lifting, Inc. (Concrete Grinding - Sidewalk).

The Board of Public Works at the May 13, 2019 meeting approved awarding Contract 19-19A for Sidewalk Grinding to Raise Rite Concrete Lifting in the amount of \$12,800 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso19-53 (DOCX)
- Contractor Agreement-Raiserite Concrete Lifting, Inc.(Concrete Grinding)5-15-19-161-001-12 (PDF)
- Exhibit A-Raiserite Concrete Lifting, Inc. (PDF)
- Exhibit B-Raiserite Contractor Agreement (PDF)
- 2019 0513 CI_BOPW_Consider_Award_of_Contract_19-19A (PDF)
- 2019 0502 CE_Project_19-19A_Bid_Tab (PDF)

RESOLUTION #19-53

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND RAISERITE CONCRETE LIFTING, INC.
(Concrete Grinding – Sidewalk)

WHEREAS, the City is in need of concrete grinding services at various locations within the City of De Pere; and

WHEREAS, Raiserite Concrete Lifting, Inc. has available and offers to provide personnel and equipment necessary to accomplish the concrete sidewalk grinding services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated by reference as Exhibit 1; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement for Contractor Services as attached hereto (Exhibit 1).

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of May, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso19-53 (8257 : Resolution #19-53 Authorizing Agreement with Raiserite for Sidewalk Grinding.)

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND RAISERITE CONCRETE LIFTING, INC.
(Concrete Grinding – Sidewalk)**

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between the City of De Pere, Wisconsin, ("City"), and Raiserite Concrete Lifting, Inc. ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those concrete grinding services described in the City's Request for Proposals, Project 19-19A, Concrete Grinding Sidewalk, dated April 11, 2019, attached and incorporated as Exhibit A. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. 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.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's proposal attached and incorporated as Exhibit B. The date for each progress payment should be the 3rd Tuesday of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the 4th Friday of the Month.

III. INSURANCE

The Contractor shall maintain during the course of the project, 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 \$2,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile Liability
 - (A) Coverages must include the following extensions:
 - Comprehensive Form
 - (1) All Owned Autos

- (2) All Hired Autos
- (3) All Non-Owned Autos
- (4) Mobile Equipment
- (5) Specialized Equipment
- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

3. Worker's Compensation and Employers' Liability Insurance

Limits of Liability: Statutory

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

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

2. **CONTRACTOR RECORDS.** Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.
3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **SAFETY, HEALTH AND SANITATION.** The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the City Engineer may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any

representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the City Engineer.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. MEDIATION

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

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

The City and Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless a longer period is agreed to by the parties or required by a court order.

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

VIII. NOTICES

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

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

If to Contractor:
Raiserite Concrete Lifting, Inc.
Attention: Jim Hoffman
1025 East Albert Drive
Manitowoc, WI 54220-1321

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

RAISERITE CONCRETE LIFTING, INC.

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

CITY OF DE PERE

By: _____
Michael J. Walsh, Mayor

By: _____
Carey E. Danen, City Clerk

Approved as to Form:

Judith Schmidt-Lehman, City Attorney

J:\Law\Agreements\2018\Hard Rock Concrete Cutters(Concrete Grinding)5-10-18-161-001-12

APRIL 11, 2019

CITY OF DE PERE

REQUEST FOR PROPOSALS

PROJECT 19-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

Sealed proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, May 2, 2019**, at which time they will be publicly opened and read aloud.

Project 19-19A for which proposals are being sought includes the following approximate quantities:

- 400 Each Grinding sidewalk up to five (5) feet wide and less than (2) inches high
- 20 LF Grind of sidewalk wider than five (5) feet wide

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be examined and/or obtained for bidding purposes at the office of the Director of Public Works.

The letting of the contract is subject to the provisions of Wisconsin Statute Section 62.15 regarding Public Works.

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the Common Council deems most favorable to the interests of the City of De Pere.

Dated this 11th day of April, 2019.

Board of Public Works
City of De Pere
Eric Rakers, P.E.
City Engineer

Project 19-19A

CITY OF DE PERE - BOARD OF PUBLIC WORKS
SCHEDULE OF PRICES
PROJECT 19-19A
CONCRETE GRINDING SIDEWALK
VARIOUS LOCATIONS

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Grinding sidewalk up to Five (5') feet wide and less than two (2") inches high	EACH	400*	\$	\$
SD-02	Grinding of sidewalk wider than five (5') feet wide	LF	40*	\$	\$
TOTAL					\$

*Estimate, final totals determined in field

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within twenty-eight (28) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of _____,

_____ and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

 (Signature of Bidder) TITLE _____

 Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SPECIAL PROVISIONS

PROJECT 19-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

1. SCOPE OF WORK.

The work under this proposal includes grinding concrete sidewalk as specified herein at various locations in the City of De Pere. Submittal of proposal, insurance and work to be performed to conform to pertinent requirements of the General Requirements and Instructions to Bidders of the City of De Pere 2019 Construction Specifications and these Special Provisions, found on the City of De Pere website. Attached is a sample agreement that will be executed with the successful bidder.

2. CONCRETE GRINDING SPECIFICATION

Description: This special provision describes grinding concrete sidewalk to remove trip hazards.

- A. Materials: Perform grinding using dry, vertical carbide grinding equipment that will leave a non-slip surface. Grinding can also be performed by saw cutting with flush mounted diamond-tipped blades capable of horizontal cutting to remove the concrete completely to all edges of the walk.
- B. Construction: Perform grinding so that the sidewalk surface has essentially the same or slightly rougher texture adjacent to either side of the joint or crack. Ground surfaces will not be smooth or polished and have a coefficient of friction of not less than 0.30.

Perform grinding so that the finished grind has a rectangular appearance consisting of a straight back line with no stray grinding marks. The adjacent concrete will remain untouched by the grinding process without scars or damage.

The finished slope will be a maximum of 8:1 per attached details.

The City will provide a list of the job site addresses.

- C. Measurement: The City will measure grinding by each unit or by the number of lineal foot. Each unit shall consist of a grind the entire width of the sidewalk up to a maximum of five (5) feet across and up to a maximum of two (2) inches high. Grinds over five feet shall be paid at the lineal foot rate.

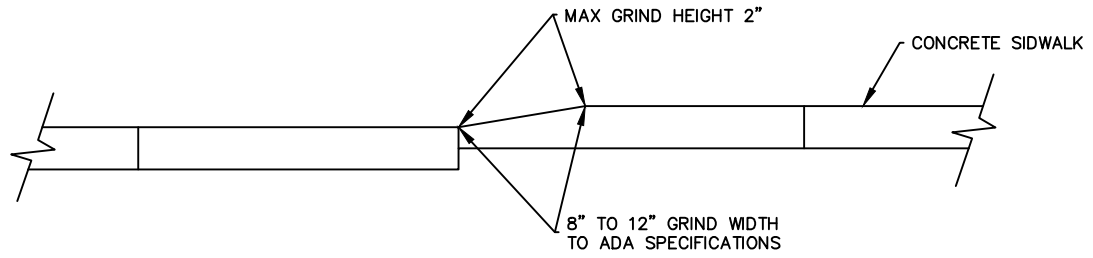
- D. Payment: The City will pay for measured quantities at the contract unit price under the following bid items:

<u>ITEM NUMBER/DESCRIPTION</u>	<u>UNIT</u>
SD-01 Grinding sidewalk up to five (5') feet wide and less than two (2") inches high	EACH
SD-02 Grinding of sidewalk wider than five (5') feet wide	LF

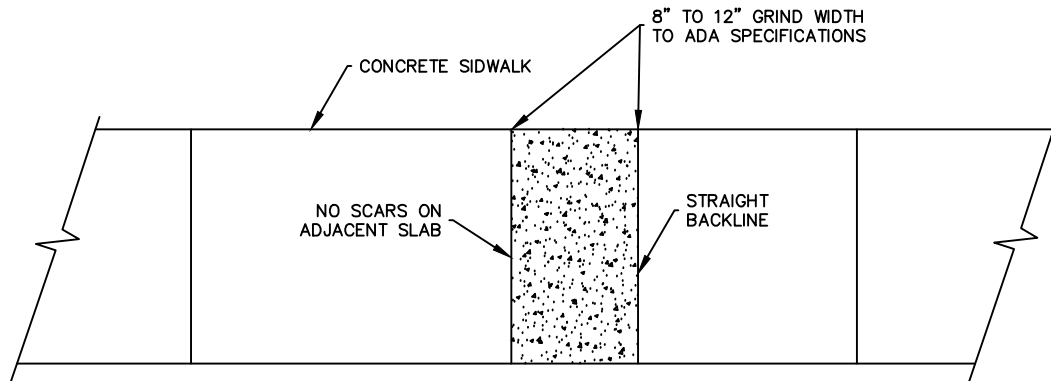
Payment is full compensation for furnishing all materials; mobilizing to site; grinding; clean up; removing all excess debris, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

3. PROSECUTION AND PROGRESS. The Contractor will call or meet at least once a day with the Engineer to report job progress and receive new job assignments while work on this proposal is in progress.

It is anticipated that the agreement (sample attached) will be provided to the contractor after May 22, 2019. Anticipated start date is June 10, 2019.



TYPICAL SECTION



PLAN VIEW



ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115

OFFICE 920-339-4061
FAX 920-339-4071

TITLE:
CONCRETE SIDEWALKS
GRINDING DETAIL

DIVISION: 33

DRAWING NO:

DATE: 4/2016
BY: SRL
CHECKED: FPP

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 19-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Grinding sidewalk up to Five (5') feet wide and less than two (2") inches high	EACH	400*	\$ 30 ⁰⁰	\$ 12,000 ⁰⁰
SD-02	Grinding of sidewalk wider than five (5') feet wide	LF	40*	\$ 20 ⁰⁰	\$ 800 ⁰⁰
TOTAL					\$ 20,000 ⁰⁰

*Estimate, final totals determined in field

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within twenty-eight (28) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of Raise Rite,

Concrete Lifting Inc, and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Jim Hoffman
(Signature of Bidder)

TITLE ESTIMATOR

JIM HOFFMAN
Print or Type Name of Bidder

CITY OF DE PERE MEMO



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

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

Date: May 13, 2019

RE: **Consider Award of Contract 19-19A Sidewalk Grinding***

The Engineering Department received proposals for Project 19-19A Sidewalk Grinding on May 2, 2019. This work is for repairs to City sidewalk. The proposals received are as follows:

Contractor	Amount
Raise Rite Concrete Lifting, Inc.	\$12,800.00
Universal Concrete Grinding	\$16,014.00
We Fix Sidewalks, LLC	\$18,829.20
Hard Rock Concrete Cutters, Inc.	\$23,360.00
Safe Step, LLC	\$29,948.00
All Star Cutting & Coring, LLC	\$39,040.00

The budgeted amount for the project from the capital improvement fund is \$14,000.00 from the general obligation debt.

Staff's recommendation is to award the proposal to Raise Rite Concrete Lifting, Inc. for \$12,800.00.



**PROJECT 19-19A Sidewalk Grinding
PROPOSALS**

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-01	Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EA	400	\$30.00	\$12,000.00	\$39.25	\$15,700.00	\$46.15	\$18,460.00	\$57.40	\$22,960.00	\$72.87	\$29,148.00	\$96.00	\$38,400.00
SD-02	Grinding of sidewalk wider than five (5) feet wide	LF	40	\$20.00	\$800.00	\$7.85	\$314.00	\$9.23	\$369.20	\$10.00	\$400.00	\$20.00	\$800.00	\$16.00	\$640.00
Total Amount Bid					\$12,800.00		\$16,014.00		\$18,829.20		\$23,360.00		\$29,948.00		\$39,040.00



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #19-54 Authorizing Agreement for Contractor Services Between the City of De Pere and Badger Concrete Lifting, LLC (Mudjacking – Curb & Gutter and Sidewalk).

The Board of Public Works at the May 13, 2019 meeting approved awarding Contract 19-19 for Mudjacking to Accu-Lift Mudjacking in the amount of \$7,650 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

UPDATE: the Law Department discovered irregularities between the documents submitted with the bid/proposal and the legal status of the entity submitting the bid. Since the name of the entity listed on the bid/proposal documents does not exist and is not authorized to do business in this state, the Contractor Contract for this work should be with the second low bidder/proposer, namely Badger Concrete Lifting LLC. JSL

ATTACHMENTS:

- Reso19-54 (DOCX)
- Contractor Agreement-Badger Concrete Lifting(Mudjacking)5-19-161-001-12 (PDF)
- Exhibit A-Badger Concrete Lifting Contractor Agreement (PDF)
- Exhibit B-Badger Concrete Lifting (PDF)
- 2019 0513 CI_BOPW_Consider_Award_of_Contract_19-19 (PDF)
- 2019 0502 CE_Project_19-19_Bid_Tab (PDF)

RESOLUTION #19-54

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND BADGER CONCRETE LIFTING, LLC
(Mudjacking – Curb & Gutter and Sidewalk)

WHEREAS, the City is in need of mudjacking services at various locations within the City of De Pere; and

WHEREAS, due to paperwork irregularities associated with the entity that submitted the most competitive proposal, the proposal of Badger Concrete Lifting, LLC (\$80 total difference in proposals) is selected as the most responsive proposer; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement for Contractor Services as attached hereto (Exhibit 1).

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of May, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____
Nays: _____

Attachment: Reso19-54 (8256 : Resolution #19-54 Contractor Agreement with Badger Concrete Lifting for Mudjacking)

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND BADGER CONCRETE LIFTING, LLC
(Mudjacking – Curb & Gutter and Sidewalk)**

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between the City of De Pere, Wisconsin, (“City”), and Badger Concrete Lifting, LLC, a Wisconsin limited liability company (“Contractor”).

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those concrete mudjacking services described in the City’s Request for Proposals, Project 19-19, Mudjacking – Curb & Gutter and Sidewalk Various Locations, dated April 11, 2019, attached and incorporated as Exhibit A. No standard terms or conditions of Contractor’s Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. 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.

II. COMPENSATION

Contractor shall be paid as provided in Contractor’s proposal attached and incorporated as Exhibit B. The date for each progress payment should be the 3rd Tuesday of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the 4th Friday of the Month.

III. INSURANCE

The Contractor shall maintain during the course of the project, 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 \$2,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile Liability
 - (A) Coverages must include the following extensions:
 - Comprehensive Form
 - (1) All Owned Autos
 - (2) All Hired Autos

- (3) All Non-Owned Autos
- (4) Mobile Equipment
- (5) Specialized Equipment
- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

- 3. Worker's Compensation and Employers' Liability Insurance
Limits of Liability: Statutory

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

- 1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.
- 2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that,

within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **SAFETY, HEALTH AND SANITATION.** The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the City Engineer may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor, prior to suspension, shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. MEDIATION

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

The City and Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect, unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American

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

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

VIII. NOTICES

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

If to City:

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

If to Contractor:

Badger Concrete Lifting, LLC
Attention: Kyle Schoenebeck
811 Severndroog Way
Green Bay, WI 54313-7482

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

BADGER CONCRETE LIFTING, LLC

CITY OF DE PERE

By: _____
Kyle Schoenebeck, Owner

by: _____
Michael J. Walsh, Mayor

By: _____
Carey E. Danen, City Clerk

Approved as to Form:

Judith Schmidt-Lehman, City Attorney

J:\Law\Agreements\2019\Contractor Agreement-Badger Concrete Lifting(Mudjacking) 5-19-161-001-12.docx

Badger Concrete Lifting, LLC
Agreement for Contractor Services - Mudjacking
Page 5 of 5

APRIL 11, 2019

CITY OF DE PERE

REQUEST FOR PROPOSALS

PROJECT 19-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

Sealed proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, May 2, 2019**, at which time they will be publicly opened and read aloud.

Project 19-19 for which proposals are being sought includes the following approximate quantities:

- 100 LF Mud-Jacking Curb & Gutter
- 2,800 SF Mud-Jacking Sidewalk

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be examined and/or obtained for bidding purposes at the office of the Director of Public Works.

The letting of the contract is subject to the provisions of Wisconsin Statute Section 62.15 regarding Public Works.

The City of De Pere reserves the right to reject any or all proposals, to waive any informalities in bidding and to accept any proposal which the Common Council deems most favorable to the interests of the City of De Pere.

Dated this 11th day of April, 2019.

Board of Public Works
City of De Pere
Eric Rakers, P.E.
City Engineer

Project 19-19

CITY OF DE PERE - BOARD OF PUBLIC WORKS
SCHEDULE OF PRICES
PROJECT 19-19
MUDJACKING - CURB & GUTTER AND SIDEWALK
VARIOUS LOCATIONS

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Mud-Jacking Curb & Gutter	LF	100*	\$	\$
SD-02	Mud-Jacking Sidewalk	LF	2,800*	\$	\$
TOTAL					\$

* Estimate, final totals determined in field.

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of _____

_____, _____ and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

(Signature of Bidder)

TITLE _____

Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS
SPECIAL PROVISIONS
PROJECT 19-19
MUDJACKING - CURB & GUTTER AND SIDEWALK
VARIOUS LOCATIONS

1. SCOPE OF WORK

The work under this proposal includes the mudjacking as specified herein at various locations in the City of De Pere. Submittal of proposals, insurance and work to be performed shall conform to pertinent requirements of the General Requirements of the City of De Pere 2019 Construction Specifications found on the City of De Pere Website and these Special Provisions. Attached is a sample agreement that will be executed with the successful bidder.

2. MUD-JACKING

A. See Attached Section 32 01 20 Mud-Jacking.

B. The unit price for Mud-Jacking work includes:

1. Traffic Control
2. Provide grout holes
3. Provide and install grout
4. Clear grout holes and seal with cement

C. Measurement: The City will measure Mud-jacking by the square foot for sidewalk and pavement based on the joints, and by the lineal foot along the flow line for curb & gutter acceptably completed.

D. Payment: The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SD-01	Mud-Jacking, Curb & Gutter	LF
SD-02	Mud-Jacking, Sidewalk	SF

3. PROSECUTION AND PROGRESS

The Contractor will call or meet at least once a day with the Engineer to report job progress and receive new job assignments while work on this proposal is in progress. The Contractor will notify the Engineer within 24 hours of any unsuccessful attempt to mudjack any item requested by the Engineer.

It is anticipated that the agreement (sample attached) will be provided to the contractor after May 22, 2019. The anticipated start date is June 3, 2019.

**SECTION 32 01 20
MUD-JACKING****PART 1 – GENERAL****1.1 SUMMARY****A. Section Includes**

1. Mud-Jacking Concrete
2. Mud-Jacking Hole Restoration
3. Clean-up

1.2 REFERENCES (Not Used)**1.3 SUBMITTALS****A. Grout mix design.****PART 2 – PRODUCTS****2.1 MATERIALS****A. Certified grout mix shall contain a minimum of 7 percent Portland Cement.****PART 3 – EXECUTION****3.1 MUDJACKING CONCRETE**

- A. Holes for injecting the grout mix will be spaced not less than 12 inches nor more than 18 inches from a traverse joint or crack and spaced not more than six (6) inches from center of the hole to center of hole.
- B. The grout mix will have a consistency stiff enough to raise the concrete without blowing or leaking, and yet fluid enough to prevent pyramiding.
- C. The hole size for slab raising operations shall be a minimum of one inch (1”) up to a maximum of two inches (2”) in diameter.
- D. The holes shall be spaced as necessary to uniformly assure complete communication of slurry between holes.
- E. Slabs shall be raised to the required elevation and pitched at one-quarter (1/4) inch per twelve (12) inches of lineal run, or as directed by the Engineer.

2019 Specifications**City of De Pere****3.2 MUD-JACK HOLE RESTORATION**

- A. All jacking operation holes will be cleared of the grout mix and filled with a stiff 1:3 cement mix, which will be consolidated and finished smooth.
- B. Holes shall be cleaned the full depth of the slab by removing excess slurry and wire brushing exposed sidewalls.
- C. Prior to placement of the Portland Cement, the surface around the holes shall be damp.

3.3 CLEAN-UP

- A. Slabs raised shall be thoroughly scraped and swept after completion, but prior to patching.
- B. Surrounding grass areas adjacent to slab raising shall be left in a clean, non-debrised condition.

END OF SECTION

Attachment: Exhibit A-Badger Concrete Lifting Contractor Agreement (8256 : Resolution #19-54 Contractor Agreement with Badger Concrete

CITY OF DE PERE - BOARD OF PUBLIC WORKS
SCHEDULE OF PRICES
PROJECT 19-19
MUDJACKING - CURB & GUTTER AND SIDEWALK
VARIOUS LOCATIONS

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Mud-Jacking Curb & Gutter	LF	100*	\$ 4.50	\$ 450.00
SD-02	Mud-Jacking Sidewalk	LF	2,800*	\$ 2.60	\$ 7,280.00
TOTAL					\$ 7,730.00

* Estimate, final totals determined in field.

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of Badger Concrete

Lifting LLC, and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Kyle Schoenbeck
(Signature of Bidder)

TITLE Owner

Kyle Schoenbeck
Print or Type Name of Bidder

CITY OF DE PERE MEMO



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

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

Date: May 13, 2019

RE: **Consider Award of Contract 19-19 Mudjacking***

The Engineering Department received proposals for Project 19-19 Mudjacking on May 2, 2019. This work is for repairs to City sidewalk and curb and gutter. The proposals received are as follows:

Contractor	Amount
Accu-Lift Mudjacking, LLC	\$7,650.00
Badger Concrete Lifting, LLC	\$7,730.00
Raise Rite Concrete Lifting, Inc.	\$13,200.00

The budgeted amount for the project from the capital improvement fund is \$8,500 from the general obligation debt.

Staff's recommendation is to award the bid to Accu-Lift Mudjacking, LLC for \$7,650.00.



PROJECT 19-19 MUDJACKING PROPOSALS

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Accu-Lift Mudjacking, LLC		Badger Concrete Lifting, LLC		Raise Rite Concrete Lifting, Inc.	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-01	Mud-Jacking Curb & Gutter	LF	100	\$ 6.50	\$ 650.00	\$ 4.50	\$ 450.00	\$ 20.00	\$ 2,000.00
SD-02	Mud-Jacking Sidewalk	SF	2,800	\$ 2.50	\$ 7,000.00	\$ 2.60	\$ 7,280.00	\$ 4.00	\$ 11,200.00
Total Amount Bid				\$	7,650.00	\$	7,730.00	\$	13,200.00



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Resolution #19-55 Amending Section 6.4 of the City of De Pere Employee Policy Manual Regarding Compensatory Time/Administrative Time.

ATTACHMENTS:

- Reso19-55 (DOCX)
- 6.4 Com-Admin time policy changes (DOCX)
- 2019 Administrative time policy to finance - 5-2019 (DOCX)

RESOLUTION #19-55

AMENDING SECTION 6.4 OF THE CITY OF DE PERE EMPLOYEE POLICY MANUAL
REGARDING COMPENSATORY TIME/ADMINISTRATIVE TIME

WHEREAS, the Finance/Personnel Committee has reviewed the proposed changes to the Employee Policy Manual as recommended by the Human Resources Director to establish consistency with other policies which allow the Human Resources Director and/or City Administrator to negotiate paid time off at time of hire or to make adjustments for retention purposes; and

WHEREAS, the Committee recommends approval of such changes as more fully set forth below.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves deleting the second paragraph of Section 6.4 and replacing it with the following:

In recognition of work performed for exempt employees over and above the normally scheduled hours of work, the Human Resources Director, with approval of the City Administrator, may provide for such employees to receive up to 40 hours administrative time per year. The hours for an employee or a position are based upon the duties, workload or other factors. The amount of administrative hours will be reviewed annually and may be adjusted if there are changes with the position. Administrative time must be used by December 31st each year. Unused administrative time does not carry forward. All employees receive their administrative time accruals on January 1 of the year in which it is accrued and their administrative time is prorated in the first and last years of employment. In the event an employee ends employment and has used more administrative time than has been earned, then the deficit shall be paid back to the City and shall be deducted from the employee's last paycheck as a wage overpayment. No payment shall be made for accrued but unused administrative time upon dismissal of employment for exempt employees.

BE IT FURTHER RESOLVED THAT:

Resolution #19-55

Page 2 of 2

All City officers, officials 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, 2019.

APPROVED:

Michal J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso19-55 (8272 : Reso #19-55 Amending Section 6.4 of DP Employee Policy Manual.)

6.4 Compensatory Time/Administrative Time

In lieu of overtime pay and with supervisory approval, non-exempt employees may earn compensatory time (comp time) to take at a later date. Compensatory time is earned at the rate of one and one-half hours for every hour worked above 40 hours (with the exception that emergency call-in pay may be comped regardless of the number of hours worked). Employees working on an actual or recognized holiday will receive two times their rate of pay for hours worked, regardless of the actual hours physically worked during the workweek. The compensatory time may be accumulated up to 80 hours between December 1 and November 30 of the following year. Any compensatory time not taken by November 30 shall be paid to the employee that year and cannot be carried forward to a succeeding year. Employees shall request to accrue and use compensatory time which may be granted by the employee's supervisor based upon operational needs and applicable law. The City reserves its right to pay out compensatory time at any time during the year.

In recognition of work performed for exempt employees over and above the normally scheduled hours of work, the ~~Finance/Personnel~~ Human Resources Director, with approval of the City Administrator, Committee may provide for such employees to receive up to 40 hours administrative time per year. The ~~Committee may provide a set number of~~ hours for an employee or a position are based upon the duties, workload or other factors ~~decided by the Committee~~. The amount of administrative hours will ~~policy may be reviewed annually and may be adjusted if there are changes with the position. ;if unusual conditions occur during the year, those factors may be considered. The maximum number of hours the Committee may grant to a position or employee is 40 hours per year.~~ Administrative time must be used by December 31st each year. Unused administrative time does not carry forward. All employees receive their administrative time accruals on January 1 of the year in which it is accrued and their administrative time is prorated in the first and last years of employment. In the event an employee ends employment and has used more administrative time than has been earned, then the deficit shall be paid back to the City and shall be deducted from the employee's last paycheck as a wage overpayment. No payment shall be made for accrued but unused administrative time upon dismissal of employment for exempt employees.

CITY OF DE PERE MEMO



To: Members of Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 Date: May 7, 2019
 RE: **Recommended Changes to the Administrative Time Policy**

Note: At the May 14th Finance/Personnel Committee meeting it was unanimously approved to delegate authority to the Human Resources Director, with approval of the City Administrator, to approve up to 40 hours of administrative time per year to exempt/salaried employees. Approval to provide 40 hours of administrative time to the Assistant City Attorney was previously delegated to the Finance/Personnel Committee. Therefore, that request does not come before the City Council.

The administrative time policy applies to management exempt (salaried) employees, whose attendance is required at meetings of the City Council, committee meetings, etc., and/or who work hours in excess of a 40-hour workweek as required by their job responsibilities. It provides a set number of hours be granted to a position based upon the duties of the position. The hours are reviewed annually to determine if the amount of hours allocated for each position are appropriate. The maximum number of hours granted to a position is 40 hours per year. There is no carryover nor is unused time paid out.

The Assistant City Attorney is a new position in the City Attorney's Office. The Assistant City Attorney attends evening court every Wednesday and twice a month on Thursdays, as well as other evening meetings as needed. The Assistant City Attorney's schedule will be adjusted outside of City Hall's core hours to account for the Wednesday evening court, but will not be adjusted for the other evening meetings. Therefore, I recommending this position be granted 40 hours of administrative time per year. This is consistent with other positions within the City.

I am also recommending that authority to determine administrative time be delegated to the Human Resources Director, with approval of the City Administrator. The maximum amount of time that may be given is 40 hours per year. This would be consistent with other policies which allow the Human Resources Director and/or City Administrator to either negotiate paid time off at time of hire, or adjust for retention purposes.

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

Thank you.

Attachment



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Resolution #19-56 Approving the Creation of Police Technical Support Analyst Position and Corresponding Compensation Plan Grade Level Assignment.

ATTACHMENTS:

- Reso19-56 (DOCX)
- memo to finance and Council reclassify Police Officer Assistant (DOCX)
- Police Technical Support Analyst - May 2019 (DOCX)

RESOLUTION #19-56

APPROVING THE CREATION OF POLICE TECHNICAL SUPPORT ANALYST POSITION AND CORRESPONDING
COMPENSATION PLAN GRADE LEVEL ASSIGNMENT

WHEREAS, the Police Department wishes to reclassify an office assistant position to that of Police Technical Support Analyst, such position to assist with IT related programs and equipment within the department's office and mobile environments; and

WHEREAS, the City has utilized the services of its compensation consultant, Carlson Dettmann Consulting, LLC, ("Consultant") to perform a market study/review based upon the change in responsibility for the newly created position, and Consultant recommends that the position be assigned to Grade H of City's Plan; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby amends its Classification and Compensation Plan by creating the position of Police Technical Support Analyst and assigning said position to Grade H of the Plan.

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, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Memo

City of De Pere

To: Members of the Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 Re: Recommendation to reclassify one Police Office Assistant to Police Technical Support Analyst and increase pay level
 Date: May 14, 2019

Note: At the May 14th Finance/Personnel Committee the below recommendation was approved unanimously.

There are three Office Assistant positions in the Police department. Two out of the three positions are recently vacant. The department would like to reclassify one of the positions into a Police Technical Support Analyst. Currently, the Police Business Manager spends a great deal of time supporting the IT related police programs and equipment in the department's office and mobile environments. This new position will assist with some of those responsibilities as well as perform support related tasks resulting from the body worn camera program implemented in 2018. The proposed job description is attached. The City's compensation consultant, Patrick Glynn, with Carlson Dettmann LLC has reviewed the change in responsibility and is recommending that the position be reclassified to pay grade H.

- **Current** Pay Grade Level F \$18.02-\$20.58 (Control Point) \$24.69 (Max)
- **Proposed** Pay Grade Level H \$21.96-\$25.10 (Control Point) \$30.11 (Max)

The department has adequate funding to cover the increase in pay level due to the recent vacancies.

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

Thank you.

CITY OF DE PERE JOB DESCRIPTION

I. IDENTIFICATION:

Position Title: Police Technical Support Analyst
Dept. / Division: Police / Administrative Services Division
Reports To: Police Business Manager
Supervises: None
FLSA Status: Non-exempt
Job Summary: Perform a wide variety of administrative, technical, and analytical duties to support the ongoing operation of the De Pere Police Department Administrative Services Division. Provide technical support for specialized police applications (Records Management Systems) and hardware used in mobile and office environments. Provide analytics utilizing various database warehouses, law enforcement tools, and prepare user friendly reports, and output mechanisms. Work performed is often of a sensitive or confidential nature.

II. ESSENTIAL FUNCTIONS:

Perform a wide variety of support tasks relating to the Information Technology (IT) operations of the Police Department. Provide technical and administrative assistance to staff.

Assist the Police Business Manager in evaluating IT goals, objectives, policies and needs. Research and evaluate computer software and hardware applications and recommend solutions to meet the needs of the department and users. Assist with implementation of new programs, systems, technologies, and security.

Maintain indexes and create distributions. Review and redact electronic and digital files, including reports, videos, audio files and photographs, ensuring release is in accordance with federal, state, and local statutes, and established policies and procedures. Disseminate electronic files as requested. Collect, analyze, interpret and present quantitative and qualitative information. Provide analysis of data obtained in context, looking for patterns and forecasting trends to help make recommendations for proactive measures.

Enter and correct data, ensuring sufficient detail to permit collation and extrapolation of information.

Assist other divisions as time permits with research, analysis and development of information, criminal activity and information management. Respond to specific requests for assistance from investigative elements by searching for subject and/or vehicle descriptions. Prepare association matrices or charts and appropriate investigative lead reports.

Assist in maintaining the electronic resources in easily accessible formats. Create and develop special reports and dashboards, based on user's needs in various database environments.

Operate a variety of computers, communications, and other electronic systems and equipment.

Maintain prompt, predictable and reliable attendance.

Perform other duties as assigned.

III. KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of database structures and management in a variety of programming environments. Knowledge of business intelligence products/tools/reporting software. Proficiency in Microsoft Word, Excel, and Access. Knowledge of XML data. Knowledge of computer systems, hardware and software, including applications and programming capability.

Skill in advanced analysis of problems and formulation of solutions. Skill in providing support for desktop computers, mobile data terminals, mobile printers, mobile routers, and cellular devices. Skill in critical and analytical thinking.

Ability to process confidential information with discretion. Ability to multi-task, organize, schedule, prioritize and perform work with limited supervision. Ability to complete assignments accurately and within deadlines. Ability to learn required police systems from data entry to data retrieval and extraction. Ability to communicate effectively both orally and in writing with business representatives, elected officials, department heads, the general public, and other City employees with courtesy and tact. Ability to develop and maintain effective working relationships with staff and the public. Ability to utilize a computer and required software. Ability to work independently without specific instructions.

May be required to demonstrate minimum competency by successfully passing approved tests.

IV. MINIMUM REQUIREMENTS:

1. Associate Degree in Information Management, Information Technology or related field, from an accredited college or university, desired.
2. One year of experience performing similar duties desired.
3. Must be able to obtain Wisconsin Department of Justice T.I.M.E System Operator Certification.

A combination of education and experience may be considered.

V. PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential duties and responsibilities of this job:

The work requires sitting at a desk for long periods of time, working in and around the work environment and mobile vehicles in order to trouble-shoot issues and support users' needs in various environments. Should have the ability to carry up to 25 pounds and may be required to move equipment.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The above is not to be construed as an exhaustive statement of duties, responsibilities or requirements. This position description does not constitute an employment agreement between the Employer and Employee and

Police Technical Support Analyst
Police Department
Page 3

is subject to change as the needs of the Employer and requirements of the position change. I have read the above position description and understand the duties and responsibilities of the position.

Employee Name (Please Print)

Date

Employee Signature

Date last modified: May 7, 2019

The City is an Equal Opportunity Employer. In compliance with state and federal law, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Resolution #19-57 Awarding Official City Newspaper Contract.

ATTACHMENTS:

- Reso19-57 (DOCX)
- Exhibit A - 2019 Bid (PDF)

RESOLUTION #19-57

AWARDING OFFICIAL CITY NEWSPAPER CONTRACT

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

WHEREAS, the sole effective bid was submitted by the *Green Bay Press Gazette*.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The *Green Bay Press Gazette* be designated the Official City Newspaper for the printing of Council proceedings and legal notices for the 2019-2020 contract year in accordance with its sole effective bid. A copy of such bid is attached and incorporated as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of May, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso19-57 (8140 : Reso19-57 Awarding Official City Newspaper Contract.)



April 3, 2019

Invitation for Bid – Official City of De Pere Newspaper - 2019

The Green Bay Press-Gazette is offering the following legal advertising rates for the publication of council proceedings and other city legal advertising through April 12, 2019. These rates are lower than the state set rates.

Classified 6 Column Per Line charge – Arial 6-point Font:

Number of Columns	First Insertion	Subsequent Insertion(s)
1	\$1.0752	\$0.8494
2	\$2.2677	\$1.7914
3	\$3.4601	\$2.7334
4	\$4.6527	\$3.6755
5	\$5.8452	\$4.6175
6	\$7.0377	\$5.5595

Additional charges that may apply - affidavit charges \$1.00 for each affidavit.

Thank you for the opportunity to serve your community.

Sincerely,

Tara Mondloch
Director- Public Notices
Green Bay Press Gazette

NOTICE TO NEWSPAPERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City Clerk of the City of De Pere, Wisconsin, at the City Clerk's office in City Hall until 12:00 o'clock Noon on the first Tuesday in May, being May 7, 2019, for separate proposals to publish in English (a) Council Proceedings, and (b) City's legal notices.

Bids will be received from all daily and weekly newspapers, which have been published regularly in said City of De Pere for two years preceding the date hereof, being in accordance with Section 985.06 of the Wisconsin Statutes.

Bids for more than legal rate for like work will not be considered.

The right to reject any or all bids or to waive any informality is reserved by the City.

Dated April 4, 2019

Published April 5, 2019
(Signed) Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Resolution #19-58 Approving Robert W. Baird & Co., Incorporated
as Underwriter for City Debt Issuances.

This item was unanimously approved by the Finance/Personnel Committee at its May 14, 2019 meeting.

ATTACHMENTS:

- Reso19-58 (DOCX)
- Exhibit 1-Baird Pre-Engagement Letter Underwriter - DePere Cy 2019 05-16-19 (PDF)
- Underwriter Memo for City of Debt Issuances 2019 - 05-16-19 (PDF)

RESOLUTION #19-58

APPROVING ROBERT W. BAIRD & CO., INCORPORATED
AS UNDERWRITER FOR CITY DEBT ISSUANCES

WHEREAS, the City's Finance Department is seeking an underwriter for its debt issuances; and

WHEREAS, Robert W. Baird & Co., Incorporated provides cost effective and efficient financing options to monitor City's existing debt and financing options analysis; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee, which recommends approval of Robert W. Baird & Co., Incorporated as the City's underwriter for such purposes.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Finance Director–Treasurer is hereby authorized and directed to execute such Pre-Engagement Letter as is attached hereto and incorporated as Exhibit 1.

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, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso19-58 (8287 : Reso #19-58 Approving Baird as Underwriter for City Debt Issuances.)

May 13, 2019

City of DePere
Attention: Mr. Joe Zegers, Finance Director
335 South Broadway
DePere, WI 54115

Re: Engagement to Provide Underwriting Services for Proposed Issuance of approximately \$7,500,000 General Obligation Notes/Bonds, 2019. ("Financing")

Dear Mr. Zegers:

Robert W. Baird & Co. Incorporated ("Baird"), in its capacity as an underwriter, is pleased to provide information and advice to you ("you" or the "Issuer") with respect to the above-referenced Financing. However, in light of SEC rules that define a "municipal advisor" and related guidance, if Baird were to provide advice to the Issuer with respect to the Financing prior to its engagement as an underwriter, Baird would be serving as a municipal advisor and could not then underwrite the Financing. Baird can provide advice to the Issuer regarding the contemplated Financing once it has been engaged as an underwriter. Thus, this letter reflects our understanding that the Issuer intends or reasonably expects to engage Baird as an underwriter for the Financing. However, this engagement is preliminary in nature and is subject to conditions, such as formal approval of the selection of the underwriter for the Financing by the governing body of the Issuer or an official of the Issuer authorized to bind the Issuer and finalizing the structure of the Financing. This engagement is non-binding and may be terminated by either party without any liability, penalty or payment. The Issuer is therefore free to engage another firm to serve as underwriter for the Financing and/or to select an underwriting syndicate that does not include Baird. This letter also does not obligate the Issuer to go forward with or complete the Financing.

As underwriter, Baird may provide advice and assistance as to the structure, timing, terms and other matters concerning the proposed Financing, in addition to other services commonly provided by an underwriter. Please note that Baird would be providing advice to you in its capacity as underwriter and not as a municipal advisor or financial advisor.

The following disclosures are required to be made by underwriters on proposed issuances of municipal securities:

- Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- As underwriter, Baird's primary role is to purchase the securities proposed to be issued with a view to distribution in an arm's length commercial transaction between the Issuer and Baird. Baird has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, Baird as an underwriter does not have a fiduciary duty to the Issuer under the federal securities law and is therefore not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- As underwriter, Baird has a duty to purchase securities from the Issuer at a fair and reasonable price but must balance that duty with its duty to sell those securities to investors at prices that are fair and reasonable.
- As underwriter, Baird will review the official statement applicable to the proposed Financing in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the proposed offering.

If the proposed Financing goes forward and Baird serves as underwriter, Baird will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of securities. Payment or receipt of the underwriting fee or discount will be contingent on the closing and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal or par amount of the securities. While this form of compensation is customary in the municipal securities market, it

presents a conflict of interest because it may cause the underwriter to recommend an offering that is unnecessary or to recommend the size of the proposed offering be larger than is necessary. At this time Baird is not aware of any other material conflicts of interest that require disclosure.

If you decide to pursue the proposed Financing with Baird serving as underwriter, Baird will be required to send you additional disclosures pursuant to MSRB Rule G-17 regarding potential or actual material conflicts, if any, and the material financial characteristics and risks of a complex municipal securities transaction. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

Baird looks forward to assisting you on the proposed Financing. Please contact the undersigned if you have any questions about this letter.

Very Truly Yours,

ROBERT W. BAIRD & CO. INCORPORATED

By: _____

Mr. Justin A. Fischer, Senior Vice President

Acknowledged and accepted this ___ day of _____, 201_

CITY OF DEPERE

By: _____

Mr. Joe Zegers, Finance Director

Baird's Proposed Rate Structure

Competitive Fees for Services Provided. Baird aims to support the City's financial goals by creating the best and most cost efficient financing opportunities. Baird will monitor the City's existing debt, analyze financing options and ensure ongoing financing questions are resolved and answered promptly. Our fee structure supports all of the services we would offer for a debt issuance and beyond. Baird will only charge a fee if/when debt is issued.

Each debt issuance will require the City to select Baird's role.

Description	Municipal Advisor Fee*	Municipal Underwriter Fee** (if applicable)	Municipal Placement Agent** (if applicable)
Lump Sum, Estimated Fee Per Issue	-	-	-
Debt Issuances:			
Short Term Notes (Maturity Less than 1 Year)	\$5,000 Per Bond Issue	0.07%***	0.07%***
GO Note/Bond Issuance \$1 Million - \$4.9 Million	\$15,000 Per Bond Issue	1.00%***	0.75%***
GO Note/Bond Issuance \$5 Million - \$10 Million	\$20,000 Per Bond Issue	1.00%***	0.75%***
Other Services			
Hourly fees of on-going services	\$0	\$0	\$0
Continuing Disclosure Assistance	\$0	\$0	\$0

*If Baird is selected to serve as municipal advisor for a bond issuance, underwriting fee would be unknown until competitive bids are finalized.

**If Baird is selected to serve as underwriter or placement agent for a bond issuance, Baird would NOT charge a municipal advisor fee.

***Calculated as a percentage of the bond issue size.

In addition, the City will bear the printing and distribution expense of the preliminary and final official statements. If Baird is responsible for generating these documents, the cost will be \$3,500 per offering.

Baird Competitive Advantage

A competitive advantage of working with Baird is access to our nationally and regionally ranked independent underwriting desk. Through this leadership and proven expertise, the City gains real-time municipal interest rate levels, volume and investor demand. This direct insight provides structuring advice for the City's debt, pricing comparables, timing of if and when to access the market, and assistance in the verification of pricing. *Firms without an underwriting desk simply cannot provide this depth of market immersion.* Baird will utilize this information to access the market at opportune times and prepare our documentation to ensure we are not limiting potential investors or underwriters from participating.

To: Honorable Michael J. Walsh, Mayor
 Members of the City Council
 From: Joe Zegers, Finance Director
 Larry Delo, City Administrator
 RE: Recommendation of Baird as Underwriter for City of De Pere Debt Issuances
 Date: May 16, 2019

The City of De Pere has retained Springsted, Inc. for many years as our Municipal Advisor for our annual borrowing programs. In early March we were informed that Springsted was merging with and is now part of Baker Tilly. As a result, we determined the need to explore and review other possibilities for the role of consultant for debt issuances in 2019. We interviewed and received quotes for the services of four firms that could fill the role for the City. The four firms we talked to were as follows:

Baker Tilly (formerly Springsted)
 Baird
 Ehlers. Inc
 PMA Financial

The fee structures had relatively small variations among the four firms as we analyzed costs for their services. The fees ranged roughly within \$5,000 of each other for varying sizes of debt issues. Due to this, we felt that firm interviews and firm qualifications would also be strongly considered in making our recommendation.

We have decided to recommend Baird which is headquartered in Milwaukee as the City's Underwriter in 2019. I have attached a copy of their pre-engagement letter to serve as the City's proposed Underwriter along with their proposed rate structure for 2019. The letter for Underwriter services at this preliminary stage is required by SEC rules since it is possible that Baird may ultimately purchase our notes or bonds when the 2019 sale is finalized. Baird has the ability to serve the City as Underwriter, Placement Agent or Municipal Advisor which will be determined as the sale is getting finalized. This arrangement provides the City with extra flexibility with how the sale is transacted and is designed to ultimately lead to the lowest overall cost of financing. The other firms mentioned above act solely as Municipal Advisors and do not have underwriting departments.

Baird is headquartered in Milwaukee and their team of three individuals assisting us would have an average of 20 years of Public Finance experience. Baird has a solid range of 180+ Wisconsin municipal clients including the nearby Villages of Ashwaubenon, Howard, Allouez & Kimberly as well as the Cities of Green Bay, Appleton, Manitowoc, Neenah and Kaukauna. Baird was founded in 1919 and has a Wisconsin office presence of 1,500 associates in 16 cities throughout the state. As you may also know, Baird has been assisting us in the formation and debt structuring of our TIF Districts #13 & #14 the last two years so they have a solid background of the City's financial and debt situations.

Feel free to contact us if you have any questions regarding our recommendation prior to the City Council meeting on May 21st, 2019.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Resolution #19-59 Resolution Establishing Non-Lapsing Funds as of December 31, 2018.

This item was unanimously approved by the Finance/Personnel Committee at its May 14, 2019 meeting.

ATTACHMENTS:

- Reso19-59 (DOCX)
- NLFMEMO2018 (PDF)
- NLF2018DETAIL (PDF)
- 2018 EXCESS STADIUM TAX PROCEEDS (PDF)
- 2017 EXCESS STADIUM TAX PROCEEDS (PDF)

RESOLUTION #19-59

RESOLUTION ESTABLISHING NON-LAPSING FUNDS
AS OF DECEMBER 31, 2018

BE IT HEREBY RESOLVED, that the Mayor and Common Council of the City of De
Pere do hereby authorize that the following accounts be established as non-lapsing funds as of
December 31, 2018:

<u>Account</u>	<u>Amount</u>
Mayor-Chair	\$ 600
Administrator-Sustainability Funds LED Lighting	\$9,136
Information Management Technology Initiatives	\$12,214
Development Services-Branding Initiatives	\$7,878
Police-Community Policing	\$1,613
Police Training	\$4,727
Police K9 Funds	\$10,474
Police Miscellaneous Donations	\$17,499
Police Outlay-Carpeting	\$41,800
Fire/Rescue-Act 102	\$4,591
Community Center-Heated Gutter Coiling	\$8,000
Community Center-Improvements/Upgrades	\$2,363
Parks & Public Lands-Cooler Replacement	\$4,380
Parks & Public Lands-Voyageur Park Dumpster Enclosure	\$8,000
Parks & Public Lands-Optimist Park Sign	\$3,600
Parks & Public Lands- Reconstruct Sloped Area for Riverwalk	\$30,000
Parks & Public Lands-Voyageur Bathroom Facility	\$40,000
Parks & Public Lands-Prairie Grass Triangle For Riverwalk	\$1,610
Parks & Public Lands-Prairie Grass East of Triangle For Riverwalk	\$11,400
Forestry- Forest Management Plan & GIS Tree Inventory	\$5,000
Boat Ramps-Fox Point Ticket Machine & James Street Docks	\$1,720
Swimming Pools-Caulking for Legion Pool	\$5,800
TOTAL	\$232,405

Resolution #19-59
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of
May, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso19-59 (8286 : Resolution #19-59 Resolution Establishing Non-Lapsing Funds as of December 31, 2018.)

To: Mayor Michael J. Walsh
Lawrence Delo, City Administrator
Finance/Personnel Committee Members
From: Joe Zegers, Finance Director
RE: 2018 Budget Items Carried Forward to 2019
Date: May 5, 2019

I have attached the proposed resolution where we annually reserve a portion of our general fund balance for amounts that were budgeted in 2018 but will not be spent until 2019. These are listed by department with a brief description for each item. For your information and comparative purposes, last year's carryover amount was \$173,263. This year's amount is \$232,405 which is larger than last year due mainly to projects that have not been started in 2017 or 2018 but are intended to be completed in 2019.

Feel free to contact me prior to the Finance Meeting on May 14, 2019 should you have any questions. I recommend that the non-lapsing items be approved for carryover to 2019.

In a related item I have also attached information regarding the status of the Excess Stadium Funds of \$1,300,000 approved in Resolution #17-27. The attachment shows that \$251,068 was spent in 2018. As you can see we also received an additional payment from the State of Wisconsin of \$22,025 leaving a balance of \$832,862 remaining at December 31, 2018. I also attached the December 31, 2017 detail to document the balance of \$1,061,095 at that time. This is for informational purposes therefore no action is needed on this item.

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City of De Pere
Non-Lapsing Funds Detail
December 31, 2018

<u>DEPARTMENT</u>	<u>ITEM</u>	<u>AMOUNT</u>	<u>COMMENTS</u>
General Government			
Mayor	Outlay	\$600	2017 budgeted amount carried forward to 2019 for chair purchase.
Administrator	Sustainability Funds - LED Lighting	\$9,136	Unspent Sustainability Funds from 2017 & Prior Years
Information Management	Technology Initiatives-General Fund Share (28%)	\$12,214	2018 budgeted amount carried forward to 2019.
Development Services	Consulting	\$7,878	Unused Amount from 2018 Branding Initiative carried forward to 2019.
Public Safety			
Police Department	Police-Community Policing	\$1,613	This amount represents unspent donations for Crime Prevention program.
Police Department	Police-Training	\$4,727	This amounts represents unspent state grants specific for training.
Police Department	Police - K9 Funds	\$10,474	This amount represents unspent donations for K9 Care & Supplies
Police Department	Police - Miscellaneous Donations	\$17,499	This amount represents unspent donations to the Police Department
Police Department	Police - Outlay	\$41,800	2017 & 2018 budgeted amount carried forward to 2019 for carpet installation.
Fire Department	Fire/Rescue-Act 102	\$4,591	This amounts represents unspent state Act 102 grants specific for fire department purposes.
Parks and Recreation			
Community Center	Community Center Outlay-Heated Gutter Coiling	\$8,000	Amount remaining from \$10,000 in 2016 expected to be completed in 2019.
Community Center	Community Center Outlay-Improvements/ Upgrades	\$2,363	Amount remaining from \$10,000 in 2017 expected to be completed in 2019. This will be used to pay for tables & chairs.
Parks & Public Lands	Outlay - Water Cooler Replacement	\$4,380	Remaining 2018 budgeted amount carried forward to 2019.
Parks & Public Lands	Outlay-Voyageur Park Dumpster Enclosure	\$8,000	2017 budgeted amount carried forward to 2019.
Parks & Public Lands	Outlay-Optimist Park Sign	\$3,600	2017 budgeted amount carried forward to 2019.
Parks & Public Lands	Outlay - Reconstruct Sloped Area Riverwalk	\$30,000	2018 budgeted amount carried forward to 2019.
Parks & Public Lands	Outlay- Voyageur Bathroom	\$40,000	2017 budgeted amount carried forward to 2019.
Parks & Public Lands	Outlay - Replace Prairie Grass Triangle Riverwalk	\$1,610	2018 budgeted amount carried forward to 2019.
Parks & Public Lands	Outlay - Replace Prairie Grass East of Triangle Riverwalk	\$11,400	2018 budgeted amount carried forward to 2019.
Forestry	Outlay - Forest Mgmt Plan & GIS Tree Inventory	\$5,000	2018 budgeted amount carried forward to 2019.
Boat Ramps	Outlay - Fox Point Ticket Machine & James Street Docks	\$1,720	2017 (\$820 Fox Point) budgeted amount carried forward to 2019. 2018 \$900 City Share budgeted amount carried forward to 2019.
Swimming Pools	Caulking of Legion Pool	\$5,800	2018 budgeted amount carried forward to 2019.
TOTAL		\$232,405	

Attachment: NLF2018DETAIL (8286 : Resolution #19-59 Resolution Establishing Non-Lapsing Funds as of December 31, 2018.)

2018 EXCESS STADIUM TAX PROCEEDS

Project Title	2015 Wis. Act Purpose	Balance 12/31/2017	2018 Expenditures	Balance 12/31/2018
Re-write of City Zoning Code	Property Tax Relief	45,000	29,756	15,244
Establish City vision/brand	Economic Development	70,000	75,250	-
De Pere public art initiative	Economic Development	100,000	22,471	77,529
De Pere streetscape project	Economic Development	150,000	-	150,000
Aquatic center design	Property Tax Relief/Economic Development	168,897	16,747	152,150
Southwest Park playground equipment	Property Tax Relief/Economic Development	80,000	85,000	-
Splashpad	Economic Development	300,000	-	300,000
Voyageur Park amphitheater/stage	Economic Development	125,000	-	125,000
Voyageur Park playground equipment	Property Tax Relief/Economic Development	23,008	21,844	1,164
Subtotals		1,061,905	251,068	810,837
Additional 2018 Sales Tax-Unassigned				22,025
Totals				832,862

Attachment: 2018 EXCESS STADIUM TAX PROCEEDS (8286 : Resolution #19-59 Resolution Establishing Non-Lapsing Funds as of December

EXCESS STADIUM TAX PROCEEDS

Project Title	2015 Wis. Act Purpose	Expenditures Not to Exceed	2017 Expenditures	Balance 12/31/2017
Re-write of City Zoning Code	Property Tax Relief	45,000	-	45,000
Establish City vision/brand	Economic Development	100,000	30,000	70,000
De Pere public art initiative	Economic Development	100,000	-	100,000
De Pere streetscape project	Economic Development	150,000	-	150,000
Aquatic center design	Property Tax Relief/Economic Development	200,000	31,103	168,897
Southwest Park playground equipment	Property Tax Relief/Economic Development	80,000	-	80,000
Splashpad	Economic Development	300,000	-	300,000
Voyageur Park amphitheater/stage	Economic Development	125,000	-	125,000
Voyageur Park playground equipment	Property Tax Relief/Economic Development	200,000	176,992	23,008
Totals		1,300,000	238,095	1,061,905

Attachment: 2017 EXCESS STADIUM TAX PROCEEDS (8286 : Resolution #19-59 Resolution Establishing Non-Lapsing Funds as of December



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Operator license applications.

ATTACHMENTS:

- 5-21-19 (PDF)

CITY OF DE PERE
License Committee - May 21, 2019

Previously Tabled Operator License Applications	
1	MALLO, KAYLA M.

Temporary Operator License Applications	
1	FERNANDEZ, PHILIP C.
2	FERNANDEZ, ROCHELLE A.
3	SMITH, EDDIE L.
4	VAN DE HEI, ANN L.
5	VAN DE HEI, DAVID J.

New Operator License Applications	
1	BEGOTKA, GRACE E.
2	BLAISDELL, REBECCA A.
3	CHRISTENSEN, HEIDI A.
4	KASSNER, OLIVIA A.
5	LEMERANDE, CHAD P.
6	OLDENBURG, MICHAEL C.
7	ROSEK, CASSANDRA L.
8	SMITH, GRACE E.
9	STIEBOHR, ALYSSA M.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019
DEPARTMENT: City Clerk
FROM: Carey Danen
SUBJECT: Voucher approval.

ATTACHMENTS:

- 5-21-19 VOUCHERS (PDF)

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PACKET: 06095 MAY 2019 COUNCIL - 1 5-21-19

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4632	ACCURATE APPRAISAL LLC							
	I-ACCAPP2019-3	ACCURATE APPRAISAL LLC	R	5/21/2019		7,960.00CR	088722	7,960.00
7583	ADVANCE AUTO PARTS							
	I-6339-270978	ADVANCE AUTO PARTS	R	5/21/2019		2.84CR	088723	
	I-6339-271304	ADVANCE AUTO PARTS	R	5/21/2019		11.02CR	088723	
	I-6339-271624	ADVANCE AUTO PARTS	R	5/21/2019		2.94CR	088723	16.80
6802	ADVANCED DISPOSAL							
	I-B80000662748	ADVANCED DISPOSAL	R	5/21/2019		287.85CR	088724	287.85
0302	AIRGAS USA LLC							
	I-9961255430	AIRGAS USA LLC	R	5/21/2019		472.35CR	088725	
	I-9961255431	AIRGAS USA LLC	R	5/21/2019		194.55CR	088725	
	I-9961255432	AIRGAS USA LLC	R	5/21/2019		214.70CR	088725	881.60
1530	RICHARD J. ANNEN							
	I-201905139356	RICHARD J. ANNEN	R	5/21/2019		152.02CR	088726	
	I-201905139357	RICHARD J. ANNEN	R	5/21/2019		855.00CR	088726	1,007.02
7507	DEBORAH ARMBRUSTER							
	I-201905139358	DEBORAH ARMBRUSTER	R	5/21/2019		31.00CR	088727	
	I-201905139359	DEBORAH ARMBRUSTER	R	5/21/2019		23.78CR	088727	54.78
0015	THE VILLAGE OF ASHWAUBENON							
	I-201905139360	THE VILLAGE OF ASHWAUBENON	R	5/21/2019		20.00CR	088728	20.00
6803	AUTOMATIC MOTORS INC.							
	I-58327	AUTOMATIC MOTORS INC.	R	5/21/2019		2,200.00CR	088729	2,200.00
1260	BADGER CONCRETE LIFTING							
	I-244	BADGER CONCRETE LIFTING	R	5/21/2019		1,735.00CR	088730	1,735.00
0020	BADGERLAND PRINTING INC							
	I-33300	BADGERLAND PRINTING INC	R	5/21/2019		75.00CR	088731	
	I-33307	BADGERLAND PRINTING INC	R	5/21/2019		516.80CR	088731	
	I-33329	BADGERLAND PRINTING INC	R	5/21/2019		30.00CR	088731	
	I-33340	BADGERLAND PRINTING INC	R	5/21/2019		84.00CR	088731	705.80
6404	BAY AREA TESTING & CONSULTING LLC							
	I-3092	BAY AREA TESTING & CONSULTING	R	5/21/2019		961.00CR	088732	
	I-3093	BAY AREA TESTING & CONSULTING	R	5/21/2019		754.50CR	088732	1,715.50

Attachment: 5-21-19 VOUCHERS (8298 : Voucher approval.)

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PACKET: 06095 MAY 2019 COUNCIL - 1 5-21-19

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0027	BAY TOWEL INC							
	I-2837730	BAY TOWEL INC	R	5/21/2019		110.37CR	088733	
	I-2840348	BAY TOWEL INC	R	5/21/2019		93.72CR	088733	204.09
2970	BELLINHEALTH INC							
	I-MB2901	BELLINHEALTH INC	R	5/21/2019		20.27CR	088734	20.27
6849	ERIN BONGERS							
	I-201905139361	ERIN BONGERS	R	5/21/2019		28.71CR	088735	28.71
7917	TERRY BORTZ							
	I-201905139362	TERRY BORTZ	R	5/21/2019		130.82CR	088736	130.82
3008	BOUND TREE MEDICAL LLC							
	I-83186535	BOUND TREE MEDICAL LLC	R	5/21/2019		298.64CR	088737	298.64
3518	WILLIAM C BOYLE							
	I-201905139363	WILLIAM C BOYLE	R	5/21/2019		150.00CR	088738	150.00
0038	BROADWAY AUTOMOTIVE INC							
	C-CM451689PX1	BROADWAY AUTOMOTIVE INC	R	5/21/2019		47.92	088739	
	I-452486P	BROADWAY AUTOMOTIVE INC	R	5/21/2019		95.48CR	088739	47.56
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201905139364	BROWN COUNTY REGISTER OF DEEDS	R	5/21/2019		128.00CR	088740	128.00
0737	BRUCE MUNICIPAL EQUIPMENT INC							
	C-P09517	BRUCE MUNICIPAL EQUIPMENT INC	R	5/21/2019		178.67	088741	
	I-P10228	BRUCE MUNICIPAL EQUIPMENT INC	R	5/21/2019		227.03CR	088741	
	I-P10693	BRUCE MUNICIPAL EQUIPMENT INC	R	5/21/2019		109.35CR	088741	157.71
6061	CARRICO AQUATIC RESOURCES INC							
	I-20191219	CARRICO AQUATIC RESOURCES INC	R	5/21/2019		3,625.00CR	088742	
	I-20191548	CARRICO AQUATIC RESOURCES INC	R	5/21/2019		3,375.00CR	088742	7,000.00
7021	CARSTAR WILSON AUTO COLLISION GREEN BAY							
	I-32273	CARSTAR WILSON AUTO COLLISION	R	5/21/2019		3,704.22CR	088743	3,704.22
0536	CDW GOVERNMENT INC							
	I-RWB8511	CDW GOVERNMENT INC	R	5/21/2019		104.88CR	088744	
	I-RZR1397	CDW GOVERNMENT INC	R	5/21/2019		36.48CR	088744	
	I-SBK7085	CDW GOVERNMENT INC	R	5/21/2019		1,529.52CR	088744	1,670.88

Attachment: 5-21-19 VOUCHERS (8298 : Voucher approval.)

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PACKET: 06095 MAY 2019 COUNCIL - 1 5-21-19

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6575	CEDAR CORP							
	I-99257	CEDAR CORP	R	5/21/2019		5,940.00CR	088745	
	I-99258	CEDAR CORP	R	5/21/2019		587.65CR	088745	6,527.65
2708	CLEANING SOLUTION SERVICES INC							
	I-19012	CLEANING SOLUTION SERVICES INC	R	5/21/2019		1,657.49CR	088746	
	I-19015	CLEANING SOLUTION SERVICES INC	R	5/21/2019		1,349.21CR	088746	
	I-19046	CLEANING SOLUTION SERVICES INC	R	5/21/2019		1,050.00CR	088746	4,056.70
6414	COMMUNICATIONS ENGINEERING CO							
	I-308025	COMMUNICATIONS ENGINEERING CO	R	5/21/2019		595.00CR	088747	595.00
7639	CORE & MAIN LP							
	C-K212176	CORE & MAIN LP	R	5/21/2019		6,800.00	088748	
	I-K254248	CORE & MAIN LP	R	5/21/2019		2,500.00CR	088748	
	I-K281013	CORE & MAIN LP	R	5/21/2019		490.00CR	088748	
	I-K291306	CORE & MAIN LP	R	5/21/2019		15.72CR	088748	
	I-K305175	CORE & MAIN LP	R	5/21/2019		620.00CR	088748	
	I-K417576	CORE & MAIN LP	R	5/21/2019		560.00CR	088748	
	I-K418353	CORE & MAIN LP	R	5/21/2019		2,730.00CR	088748	115.72
0217	COUNTRY VISIONS COOPERATIVE							
	I-2053	COUNTRY VISIONS COOPERATIVE	R	5/21/2019		10.36CR	088749	
	I-ZD6438	COUNTRY VISIONS COOPERATIVE	R	5/21/2019		714.28CR	088749	724.64
0061	CUMMINS NPOWER, LLC							
	I-F4-320009	CUMMINS NPOWER, LLC	R	5/21/2019		871.61CR	088750	
	I-F4-32011	CUMMINS NPOWER, LLC	R	5/21/2019		871.61CR	088750	
	I-F4-32018	CUMMINS NPOWER, LLC	R	5/21/2019		1,732.48CR	088750	3,475.70
6700	DARLEY CO							
	I-17359993	DARLEY CO	R	5/21/2019		722.88CR	088751	722.88
0069	DE PERE GREENHOUSE INC							
	I-159146	DE PERE GREENHOUSE INC	R	5/21/2019		50.00CR	088752	50.00
5668	DE PERE HEALTH DEPT							
	I-201905139365	DE PERE HEALTH DEPT	R	5/21/2019		183.00CR	088753	
	I-201905139366	DE PERE HEALTH DEPT	R	5/21/2019		198.00CR	088753	
	I-201905139367	DE PERE HEALTH DEPT	R	5/21/2019		373.00CR	088753	754.00
3212	DIXON ENGINEERING INC							
	I-19-5204	DIXON ENGINEERING INC	R	5/21/2019		2,750.00CR	088754	2,750.00

Attachment: 5-21-19 VOUCHERS (8298 : Voucher approval.)

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VENDOR SET: 01

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0086	ERC INC							
	I-ERC-0419-0608	ERC INC	R	5/21/2019		408.00CR	088755	408.00
0331	FERGUSON WATERWORKS #1476 INC							
	I-270875	FERGUSON WATERWORKS #1476 INC	R	5/21/2019		320.00CR	088756	320.00
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-19236	FIRE APPARATUS & EQUIPMENT INC	R	5/21/2019		199.36CR	088757	
	I-19238	FIRE APPARATUS & EQUIPMENT INC	R	5/21/2019		9,477.76CR	088757	
	I-19435	FIRE APPARATUS & EQUIPMENT INC	R	5/21/2019		59.38CR	088757	9,736.50
0200	FIRST SUPPLY LLC							
	I-11652485-00	FIRST SUPPLY LLC	R	5/21/2019		181.15CR	088758	181.15
0835	FOSTER COACH SALES INC							
	I-16811	FOSTER COACH SALES INC	R	5/21/2019		64.81CR	088759	64.81
0996	FOX LAMINATING CO INC							
	I-INV0446134	FOX LAMINATING CO INC	R	5/21/2019		75.95CR	088760	75.95
0105	FOX SPECIALITY COMPANY							
	I-40717	FOX SPECIALITY COMPANY	R	5/21/2019		193.24CR	088761	193.24
7167	FRANK'S FEED MILL INC.							
	I-167912	FRANK'S FEED MILL INC.	R	5/21/2019		360.00CR	088762	360.00
5830	GRAEF INC							
	I-103267	GRAEF INC	R	5/21/2019		47,326.05CR	088763	
	I-103271	GRAEF INC	R	5/21/2019		3,257.98CR	088763	
	I-103275	GRAEF INC	R	5/21/2019		19,300.00CR	088763	69,884.03
7764	GREAT AMERICA FINANCIAL SVCS							
	I-24744178	GREAT AMERICA FINANCIAL SVCS	R	5/21/2019		362.19CR	088764	362.19
4902	HALRON LUBRICANTS INC							
	C-1069275-00	HALRON LUBRICANTS INC	R	5/21/2019		20.00	088765	
	I-1068490-00	HALRON LUBRICANTS INC	R	5/21/2019		578.25CR	088765	558.25
7918	HARRIS COMPUTER SYSTEMS							
	I-CT041700A	HARRIS COMPUTER SYSTEMS	R	5/21/2019		2,710.00CR	088766	2,710.00
5535	HOLUBAR CONST CO INC							
	I-4449	HOLUBAR CONST CO INC	R	5/21/2019		7,800.00CR	088767	7,800.00

Attachment: 5-21-19 VOUCHERS (8298 : Voucher approval.)

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PACKET: 06095 MAY 2019 COUNCIL - 1 5-21-19

VENDOR SET: 01

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5674	HOME TEAM SPORTS & APPAREL INC							
	I-37560	HOME TEAM SPORTS & APPAREL INC	R	5/21/2019		26.95CR	088768	26.95
7919	HOW LANDSCAPING							
	I-3203	HOW LANDSCAPING	R	5/21/2019		437.50CR	088769	
	I-3204	HOW LANDSCAPING	R	5/21/2019		2,330.00CR	088769	2,767.50
5484	HYDROCORP INC							
	I-52023-IN	HYDROCORP INC	R	5/21/2019		2,876.00CR	088770	
	I-52215-IN	HYDROCORP INC	R	5/21/2019		2,309.00CR	088770	5,185.00
6342	IDEA DINER							
	I-201905139368	IDEA DINER	R	5/21/2019		790.00CR	088771	790.00
6932	IMAGETREND INC.							
	I-116395	IMAGETREND INC.	R	5/21/2019		103.00CR	088772	103.00
1399	INDOFF INC							
	I-3241575	INDOFF INC	R	5/21/2019		99.98CR	088773	
	I-3242403	INDOFF INC	R	5/21/2019		166.55CR	088773	
	I-3243708	INDOFF INC	R	5/21/2019		113.98CR	088773	
	I-3243709	INDOFF INC	R	5/21/2019		330.65CR	088773	711.16
0362	JOHNSON CONTROLS FIRE PROTECTION LP							
	I-20939502	JOHNSON CONTROLS FIRE PROTECTI	R	5/21/2019		250.00CR	088774	
	I-20940586	JOHNSON CONTROLS FIRE PROTECTI	R	5/21/2019		874.22CR	088774	1,124.22
7828	JW FLOORING INC							
	I-4229	JW FLOORING INC	R	5/21/2019		4,316.00CR	088775	4,316.00
1276	JX ENTERPRISES INC							
	I-1477027P	JX ENTERPRISES INC	R	5/21/2019		10.88CR	088776	
	I-1479928P	JX ENTERPRISES INC	R	5/21/2019		1,998.67CR	088776	
	I-1480059P	JX ENTERPRISES INC	R	5/21/2019		116.87CR	088776	
	I-1480708P	JX ENTERPRISES INC	R	5/21/2019		46.75CR	088776	
	I-1481180P	JX ENTERPRISES INC	R	5/21/2019		13.99CR	088776	2,187.16
2904	KROPP CONCRETE PRODUCTS							
	I-27087	KROPP CONCRETE PRODUCTS	R	5/21/2019		192.00CR	088777	192.00
7884	CHASE KUFFEL							
	I-201905149375	CHASE KUFFEL	R	5/21/2019		23.74CR	088778	23.74

Attachment: 5-21-19 VOUCHERS (8298 : Voucher approval.)

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PACKET: 06095 MAY 2019 COUNCIL - 1 5-21-19

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3140	KUNDINGER FLUID POWER INC							
	I-50539226	KUNDINGER FLUID POWER INC	R	5/21/2019		674.69CR	088779	
	I-50539228	KUNDINGER FLUID POWER INC	R	5/21/2019		369.71CR	088779	1,044.40
7875	LF GEORGE INC							
	I-IC67976	LF GEORGE INC	R	5/21/2019		169.69CR	088780	169.69
7444	SARA LORNSON							
	I-201905139369	SARA LORNSON	R	5/21/2019		28.46CR	088781	
	I-201905139370	SARA LORNSON	R	5/21/2019		255.78CR	088781	
	I-201905139371	SARA LORNSON	R	5/21/2019		27.25CR	088781	311.49
0173	MENARDS INC							
	I-46923	MENARDS INC	R	5/21/2019		13.84CR	088782	
	I-46925	MENARDS INC	R	5/21/2019		22.82CR	088782	
	I-46973	MENARDS INC	R	5/21/2019		11.05CR	088782	
	I-47032	MENARDS INC	R	5/21/2019		46.68CR	088782	
	I-47039	MENARDS INC	R	5/21/2019		47.57CR	088782	
	I-47080	MENARDS INC	R	5/21/2019		32.03CR	088782	
	I-47214	MENARDS INC	R	5/21/2019		34.47CR	088782	
	I-47227	MENARDS INC	R	5/21/2019		25.30CR	088782	
	I-47275	MENARDS INC	R	5/21/2019		60.31CR	088782	
	I-47279	MENARDS INC	R	5/21/2019		19.96CR	088782	
	I-47287	MENARDS INC	R	5/21/2019		28.48CR	088782	
	I-47342	MENARDS INC	R	5/21/2019		68.75CR	088782	
	I-47482	MENARDS INC	R	5/21/2019		11.98CR	088782	
	I-47533	MENARDS INC	R	5/21/2019		31.08CR	088782	
	I-47675	MENARDS INC	R	5/21/2019		39.69CR	088782	
	I-47706	MENARDS INC	R	5/21/2019		39.10CR	088782	
	I-47708	MENARDS INC	R	5/21/2019		7.12CR	088782	540.23
VOID	VOID CHECK		V	5/21/2019			088783	**VOID**
7445	MIDWEST TESTING LLC							
	I-4780	MIDWEST TESTING LLC	R	5/21/2019		11,090.00CR	088784	11,090.00
1	MOMMAERTS, NANCY J							
	I-201905139372	MAILBOX	R	5/21/2019		52.74CR	088785	52.74
0076	NASSCO INC							
	I-S2460404.001	NASSCO INC	R	5/21/2019		266.50CR	088786	266.50

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PACKET: 06095 MAY 2019 COUNCIL - 1 5-21-19

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3191	NCI							
	I-AT12352	NCI	R	5/21/2019		74.85CR	088787	74.85
0531	NORTHEAST AUTO PARTS INC							
	C-339172	NORTHEAST AUTO PARTS INC	R	5/21/2019		18.00	088788	
	I-339036	NORTHEAST AUTO PARTS INC	R	5/21/2019		199.00CR	088788	
	I-339098	NORTHEAST AUTO PARTS INC	R	5/21/2019		15.60CR	088788	
	I-339105	NORTHEAST AUTO PARTS INC	R	5/21/2019		26.36CR	088788	
	I-339108	NORTHEAST AUTO PARTS INC	R	5/21/2019		150.85CR	088788	
	I-339127	NORTHEAST AUTO PARTS INC	R	5/21/2019		15.60CR	088788	
	I-339147	NORTHEAST AUTO PARTS INC	R	5/21/2019		43.47CR	088788	
	I-339170	NORTHEAST AUTO PARTS INC	R	5/21/2019		246.65CR	088788	
	I-339196	NORTHEAST AUTO PARTS INC	R	5/21/2019		44.98CR	088788	
	I-339212	NORTHEAST AUTO PARTS INC	R	5/21/2019		90.68CR	088788	
	I-339220	NORTHEAST AUTO PARTS INC	R	5/21/2019		10.07CR	088788	
	I-339232	NORTHEAST AUTO PARTS INC	R	5/21/2019		84.67CR	088788	
	I-339299	NORTHEAST AUTO PARTS INC	R	5/21/2019		94.09CR	088788	
	I-339357	NORTHEAST AUTO PARTS INC	R	5/21/2019		23.98CR	088788	
	I-339381	NORTHEAST AUTO PARTS INC	R	5/21/2019		18.90CR	088788	1,046.90
VOID	VOID CHECK		V	5/21/2019			088789	**VOID**
0194	OLSON TRAILER & BODY LLC							
	I-102237C	OLSON TRAILER & BODY LLC	R	5/21/2019		204.12CR	088790	204.12
5222	P J KORTENS & CO INC							
	I-10021296	P J KORTENS & CO INC	R	5/21/2019		885.00CR	088791	885.00
1	PAAPE, JIM							
	I-201905149373	MAILBOX	R	5/21/2019		62.71CR	088792	62.71
0197	PACKER CITY INTERNATIONAL INC							
	I-X101103514:01	PACKER CITY INTERNATIONAL INC	R	5/21/2019		34.36CR	088793	
	I-X101105752:01	PACKER CITY INTERNATIONAL INC	R	5/21/2019		25.77CR	088793	60.13
0525	PETROLEUM EQUIP SERVICE OF WI INC							
	I-142354	PETROLEUM EQUIP SERVICE OF WI	R	5/21/2019		770.00CR	088794	770.00
3202	PHYSIO-CONTROL INC							
	I-119030307	PHYSIO-CONTROL INC	R	5/21/2019		605.20CR	088795	605.20
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-81695	PM SUPPLY - WRIGHT INDUSTRIAL	R	5/21/2019		19.15CR	088796	19.15

Attachment: 5-21-19 VOUCHERS (8298 : Voucher approval.)

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0208	POMP'S TIRE SERVICE INC							
	I-1010061617	POMP'S TIRE SERVICE INC	R	5/21/2019		750.00CR	088797	
	I-90056058	POMP'S TIRE SERVICE INC	R	5/21/2019		315.00CR	088797	
	I-90056163	POMP'S TIRE SERVICE INC	R	5/21/2019		35.00CR	088797	1,100.00
0209	POOL WORKS INC							
	I-156557	POOL WORKS INC	R	5/21/2019		112.00CR	088798	112.00
1246	PREVEA HEALTH							
	I-121836	PREVEA HEALTH	R	5/21/2019		308.30CR	088799	
	I-122078	PREVEA HEALTH	R	5/21/2019		872.50CR	088799	1,180.80
6948	RAY'S TIRE							
	I-1006141	RAY'S TIRE	R	5/21/2019		1,083.80CR	088800	1,083.80
0225	RED D MIX CONCRETE INC							
	I-70949	RED D MIX CONCRETE INC	R	5/21/2019		129.10CR	088801	129.10
0158	ROBERT E LEE & ASSOCIATES INC							
	I-75505	ROBERT E LEE & ASSOCIATES INC	R	5/21/2019		1,365.50CR	088802	
	I-75557	ROBERT E LEE & ASSOCIATES INC	R	5/21/2019		225.00CR	088802	1,590.50
0235	SAINT VINCENT HOSPITAL							
	I-49570	SAINT VINCENT HOSPITAL	R	5/21/2019		59.57CR	088803	59.57
6649	SCHMIDT BOAT LIFTS & DOCKS INC.							
	I-T17815	SCHMIDT BOAT LIFTS & DOCKS INC	R	5/21/2019		10,882.10CR	088804	10,882.10
7482	SHERWIN WILLIAMS CO							
	I-2583-5	SHERWIN WILLIAMS CO	R	5/21/2019		28.00CR	088805	28.00
0999	STAPLES ADVANTAGE							
	I-3411877110	STAPLES ADVANTAGE	R	5/21/2019		31.78CR	088806	31.78
0752	SYSTEMS FURNITURE INC							
	I-33851	SYSTEMS FURNITURE INC	R	5/21/2019		3,464.00CR	088807	
	I-33856	SYSTEMS FURNITURE INC	R	5/21/2019		7,458.00CR	088807	10,922.00
0268	TRUCK EQUIPMENT INC							
	I-846242-00	TRUCK EQUIPMENT INC	R	5/21/2019		370.40CR	088808	370.40
0417	TWEET GAROT MECHANICAL INC							
	I-73757	TWEET GAROT MECHANICAL INC	R	5/21/2019		362.00CR	088809	362.00

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PACKET: 06095 MAY 2019 COUNCIL - 1 5-21-19

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0272	UNIFORM SHOPPE INC							
	I-286798	UNIFORM SHOPPE INC	R	5/21/2019		90.90CR	088810	
	I-286836	UNIFORM SHOPPE INC	R	5/21/2019		82.94CR	088810	
	I-286926	UNIFORM SHOPPE INC	R	5/21/2019		23.95CR	088810	
	I-286927	UNIFORM SHOPPE INC	R	5/21/2019		133.90CR	088810	
	I-287141	UNIFORM SHOPPE INC	R	5/21/2019		99.90CR	088810	
	I-287153	UNIFORM SHOPPE INC	R	5/21/2019		89.90CR	088810	
	I-287207	UNIFORM SHOPPE INC	R	5/21/2019		37.45CR	088810	
	I-287490	UNIFORM SHOPPE INC	R	5/21/2019		134.90CR	088810	693.84
0277	VAN'S FIRE & SAFETY INC							
	I-4122297	VAN'S FIRE & SAFETY INC	R	5/21/2019		170.00CR	088811	170.00
7210	VANDEN PLAS SANITATION INC.							
	I-38287	VANDEN PLAS SANITATION INC.	R	5/21/2019		123.60CR	088812	
	I-38342	VANDEN PLAS SANITATION INC.	R	5/21/2019		123.60CR	088812	247.20
0238	WAUSAU EQUIPMENT CO INC							
	I-6562407	WAUSAU EQUIPMENT CO INC	R	5/21/2019		1,364.06CR	088813	1,364.06
0282	WESCO DISTRIBUTION INC							
	I-555585	WESCO DISTRIBUTION INC	R	5/21/2019		55.30CR	088814	
	I-557324	WESCO DISTRIBUTION INC	R	5/21/2019		63.40CR	088814	118.70
2645	WI DEPT OF JUSTICE							
	I-201905149374	WI DEPT OF JUSTICE	R	5/21/2019		70.00CR	088815	70.00
6469	WI DOCUMENT IMAGING							
	I-66275	WI DOCUMENT IMAGING	R	5/21/2019		939.91CR	088816	939.91
7350	WI MEDIA							
	I-2457283	WI MEDIA	R	5/21/2019		839.18CR	088817	839.18

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	94	0.00	209,476.44	209,476.44
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	2	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	96	0.00	209,476.44	209,476.44

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 5-21-19 VOUCHERS (8298 : Voucher approval.)

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	5/2019	107,291.49CR
201	5/2019	368.07
260	5/2019	47,326.05CR
290	5/2019	403.00CR
291	5/2019	3,930.00CR
292	5/2019	4,687.50CR
405	5/2019	2,703.15CR
415	5/2019	3,257.98CR
601	5/2019	33,040.06CR
650	5/2019	7,205.28CR
=====		
ALL		209,476.44CR

Attachment: 5-21-19 VOUCHERS (8298 : Voucher approval.)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 21, 2019

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Consideration and possible action regarding the proposed redevelopment of 123 N. Broadway Street (ED-769) submitted by Tadych Investment Partners, LLC (TIP LLC).
