Common Council

Regular Meeting

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

Agenda

Tuesday, May 18, 2021 | **7:30 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **May 18, 2021** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The public may attend the meeting either in person in the Council Chambers or electronically due to the public health emergency. Electronic or telephonic access to the meeting is below:

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

OR

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

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the May 4, 2021 Common Council meeting.
4. Public comment upon matters not on the agenda.
5. COVID-19 update from the Health Department.
6. Presentation from Police Department on Voyageur Park Nuisance Enforcement
7. Recommendation from Finance and Personnel Committee to Accept $1,200 Donation from the Hutchins Family to Police Use for Body Cameras
8. Recommendation from the Finance/Personnel Committee to Accept a Donation from Konrad and Jesse Jossart (Operators of Jossart Brothers, Inc.) in the amount of $10,000 for the James Street Project.
9. Recommendation from the Finance-Personnel Committee to Approve Cyber Insurance Coverage through HDI Global Insurance Company for 2021-2022.
10. Recommendation from Finance/Personnel Committee to approve Utilizing a Recruiting Company for the Police Chief Recruitment
11. Recommendation from Finance/Personnel Committee to Deny Additional Emergency Leave Time to City Employees for COVID-19 Related Absences (Request of Ald. Hansen).
12. Recommendation from the Board of Public Works to Approve Future City Budgeting of Flag Replacement on Webster Avenue (Request of Ald. Hansen)

13. Recommendation from the Board of Public Works to Award Public Works Contract 21-07, Curb Repair and Street Resurfacing, to MCC, Inc. in the amount of $815,956.00

14. Recommendation from the Board of Public Works to deny the installation of Rapid Rectangular Flashing Beacons at the following locations:

    A. Chicago Street at O'Hearn Lane

    B. Chicago Street at Crestview Lane

    C. Main Avenue at Seventh Street

15. Recommendation from the License Committee regarding the application for a Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for ReDesign & Consign, LLC (DBA ReDesign & Consign, LLC) 662A George St. Submitted by ReDesign and Consign LLC; Agent: Lisa Van Remortel.

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

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

17. Ordinance #21-12 Amending § 106-6(a) De Pere Municipal Code Regarding Cancellation of Special Event Permits (Request of Ald. Hansen).

18. Resolution #21-56 Approving Grant Agreement Modification to Division of Public Health DPH Contract No. 47645-1.

19. Resolution #21-57 Approving the Ninth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract.

20. Resolution #21-58 Authorizing Installment Payment of Sidewalk Repair or Replacement Expenses in Excess of $1,000 Ordered Under Wis. Stats. §66.0907.

21. Resolution #21-59 Authorizing Agreement for Consulting Services with Short-Elliott-Hendrickson, Incorporated for Design Services for Municipal Service Center Expansion.

22. Resolution #21-60 Authorizing Agreement for Consulting Services Between City of De Pere and SmithGroup, Inc. (Comprehensive Plan Update, West Downtown Vision Plan and Downtown Parking Study).

23. Resolution #21-61 Authorizing Agreement for the Conveyance of Real Property By and Between the City Of De Pere and Scannell Development Company III, Inc.

24. Voucher approval.

25. Future agenda items.

26. Consideration on Possible Acquisition of Property for Public Purposes

    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.

27. Discussion and Possible Action on Award of Official Newspaper Contract.

28. Resolution #21-62 Award of Official Newspaper (to be acted upon if the Council selects the official newspaper).

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

29. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Kendra Charlier
Michael Cegelski
Kathleen Schmaltz
Min Bogati
Robert Green
Daniel Schmidt
Sandra Perkins
Ruth Fameree
Toni Minor
Matthew Queensberry
Patrick Johnson
James Kropp
Ann De Cleene
Jacob Vieau
Gail Kozlovsky

Fe Montalvo
Ashely Oates
Kevin Osadjan
Troy Metzler
Leslie Conard
William Schleis
Greg De Cleene
Kevin Charles
Doreen Martin
Lisa Van Remortel
Leo Billings, MCC Inc.
Trevor Frank, Short Elliott Hendrickson, Inc.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the May 4, 2021 Common Council meeting.**

ATTACHMENTS:

- 5-4-21 Common Council Minutes_Draft (PDF)

Common Council

Regular Meeting

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

Draft Minutes

Tuesday, May 4, 2021 **7:30 PM** **Council Chambers and Virtual**

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the April 20, 2021 Common Council meeting.

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

4. Public hearing on the rezoning of Parcel WD-708-X-3 at 525 N Tenth St from R-3 (Multiple Family Residence District) to R-4 (General Residence Office District).

A. Notice of Public Hearing.

City Clerk Carey Danen reported that the public hearing notice was published in the Green Bay Press-Gazette on April 19 and April 26, 2021.

B. Recommendation from the Plan Commission.

Development Services Director Dan Lindstrom reported that this request is to transform a former assisted living facility back into a senior housing facility. The developer plans to remodel this as affordable housing, and is working with a couple of different funding sources for the project. Approval of the rezoning is required to meet density and parking requirements. Mayor Boyd declared the public hearing open. No one wished to speak so he declared the hearing closed.

C. Ordinance #21-08 Rezoning Certain Property from R-3 Multiple Family Residence District to R-4 General Residence Office District (Parcel WD-708-X-3; 525 North Tenth Street).

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

5. Public hearing to amend the City of De Pere Code of Ordinances Section 14-11 (Zoning -- Minimum lot size) to remove "Special Minimum Yard Requirements' from yards abutting or adjacent to George St.

A. Notice of Public Hearing.

City Clerk Carey Danen reported that the public hearing notice was published in the Green Bay Press-Gazette on April 19 and April 26, 2021.

B. Recommendation from the Plan Commission.

Development Services Director Dan Lindstrom explained that this small section of City ordinance was put in place many years ago. Staff is proposing removal of these special setback requirements because they could impede future development and/or redevelopment of this corridor. He noted that two projects were approved recently before staff became aware of this section of code. Returning to the usual setback requirements for this zoning designation is in alignment with the City's Downtown Master Plan. Mayor Boyd declared the public hearing open. No one wished to speak so he declared the public hearing closed.

C. Ordinance #21-09 Amending Section 14-11 De Pere Municipal Code Regarding Minimum lot Size.

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

6. Public comment upon matters not on the agenda.

None.

7. COVID-19 update from the Health Department.

Interim Health Officer Sara Lornson reported that the CDC and FDA recently lifted the suspension on the Johnson & Johnson vaccine. The City's Health Department does have that vaccine in stock, and they are planning to use it in their upcoming clinics. They are working with community partners to share vaccine supply with populations that would be helpful, such as NEW Clinic and area homeless shelters. Sara noted that supply has now outpaced demand; they are working with state and federal strategies to encourage

vaccination. Beginning tomorrow, De Pere Health will also be doing walk-in clinics for the first time. Pfizer hopes to be approved for use with ages 12-15 by the end of May. Staff will work with area schools on how they can best support that. The Health Department has conducted 41 clinics to date, administering a total of 2,645 vaccines. Alderperson Hansen asked Sara to review possible causes of the 63% increase in cases that Brown County has seen in the last two weeks. Sara reported that they are seeing more cases of the variants, as well as more gatherings. She noted that a good percentage of the older population has been vaccinated, so the recent cases are appearing more in the younger population.

8. Recommendation from the Board of Park Commissioners to Accept a Donation from Joe Wollin and Family for a Disc Golf Practice Basket at the Legion Park Disc Golf Course valued at $450.

Parks Director Marty Kosobucki stated that staff is going to consult with the people who helped design the disc golf course regarding specific placement of the basket. Alderperson Hansen thanked the Wollin family for their generosity.

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

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

Mayor Boyd thanked Ms. Johnson for her generous donation.

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

10. Recommendation from Plan Commission to approve a proposed 3 lot and 1 outlot certified survey map at the 2400-2500 BLK American BL (Parcels WD-1759, WD-L486, WD-L510, WD-L485, WD-L511, WD-2021, WD-L484-1, WD-L514, WD-L483-1, WD-L515, WD-L482-2, Part of WD-1753).

Development Services Director Dan Lindstrom reported that staff is currently working with a potential developer, and is requesting flexibility in the final CSM as they work through the negotiation of agreements. He displayed two versions of the CSM for Council to view. The overall intent of both versions is the same, there are just some differences in the potential structure of the outlot.

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

11. Recommendation from the License Committee on an application for Class "A" Fermented Malt Beverage and "Class A" Intoxicating Liquor License for Trackside Fort, LLC (DBA Trackside BP) 1605 Fort Howard Av. Submitted by Trackside Fort LLC; Agent Tark Ojna, Green Bay, WI.

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

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

A. Class "A" Fermented Malt Beverage Licenses

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

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

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

C. Class "B" Fermented Malt Beverage Licenses

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

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

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

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

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

13. Ordinance #21-10 Amending Section 46-13(b) De Pere Municipal Code Regarding Review of Condominium Plats.

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

14. Ordinance #21-11 Amending Section 10-17 De Pere Municipal Code Regarding Public Records Related to Electronic Records and Signatures.

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

15. Resolution #21-53 Authorizing Reciprocal Parking Lot Use and Maintenance Agreement (Voyageur Lot Between Williams and Cass Streets).

Alderperson Hansen thanked staff for their work in obtaining this agreement. Without it, the City had no recourse to get the parking lot resurfaced. The Engineering Department will be rating all streets and parking lots this summer; if this lot is scored at a 4 or below, it will require resurfacing.

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

16. Resolution #21-54 Authorizing Contractor Service Agreements for Limited General Forestry Operations Services.

Alderperson Hansen asked if staff will have discretion on choosing which contractor to use. Parks Director Marty Kosobucki explained that it will depend on their availability, and is intended mostly for emergency use.

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

17. Resolution #21-55 Terminating the Declaration of Public Health Emergency (Request of Ald. Raasch).

Alderperson Raasch moved, seconded by Alderperson Ruh to approve the resolution. City Attorney Judy Schmidt-Lehman pointed out that there is no effective date listed on the resolution. Alderperson Raasch stated that he would like to propose termination after tonight's Council meeting, but is willing to hear other suggestions. Alderperson Kundinger requested a review of the items that will go away after the termination of the emergency. Judy said that the list includes the cancellation clause for special events, the waiver of late fees, and the suspension of garbage/recycling limits. Discussion followed about continuing the state of emergency for another week or two, in order to get the message out. Alderperson Hansen asked about the proclamation regarding emergency procurement. City Administrator Larry Delo stated that he thinks the City is past the point where staff would need to move really fast in order to access supplies. Alderperson Hansen then asked about the public notice requirement for an emergency meeting of the Council. Judy confirmed that it requires a two hour minimum notice. Alderperson Quigley requested that staff evaluate what else can be done to increase messaging about vaccination; Larry confirmed that this is being addressed. Alderperson Carpenter moved, seconded by Alderperson Kundinger to amend the original motion to add an expiration date of May 10, 2021 for the declaration of public health emergency. Upon vote, the motion to amend carried unanimously.

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

18. Voucher approval.

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

19. Future agenda items.

Alderperson Kundinger requested an update regarding the park fine that was recently approved by Council. She has heard from several constituents that it is not helping. This will be placed on the next Council agenda for the Chief of Police to give a report. Alderperson Hansen requested that staff begin the process to allow for the continuation of the 80 hours of emergency COVID leave for employees. This will go to the Finance/Personnel Committee.

20. Adjournment.

Alderperson Carpenter moved, seconded by Alderperson Quigley to adjourn the meeting at 8:22 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**COVID-19 update from the Health Department.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Presentation from Police Department on Voyageur Park Nuisance Enforcement**

The police department will make a short presentation on the effectiveness of the recently enacted park ban ordinance and other enforcement actions taken in the last few months.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Recommendation from Finance and Personnel Committee to Accept $1,200 Donation from the Hutchins Family to Police Use for Body Cameras**

The Police Department received a very generous donation from the Hutchins Family in memory of Jerry Hutchins in the amount of $1,200.00. The donation was earmarked to be used for body cameras for the police department.

The Finance and Personnel Committee at the May 11, 2021 meeting unanimously recommended accepting the donation and forwarding it to the Common Council. Please join me in accepting the donation. Thank you.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**Gis**
FROM:	**Bill Boyle**
SUBJECT:	**Recommendation from the Finance/Personnel Committee to Accept a Donation from Konrad and Jesse Jossart (Operators of Jossart Brothers, Inc.) in the amount of $10,000 for the James Street Project.**

At the April 13, 2021, meeting of the Finance/Personnel Committee, the Committee voted unanimously to accept this donation and move it to the Common Council for final acceptance.

ATTACHMENTS:

- Memo_Jossart(PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor James Boyd
Members of the City Council
From: Bill Boyle, GIS Manager/Project Manager
Date: April 5, 2021

RE: **Consider Donation Jossart Brothers**

Mr. Delo and I are requesting the acceptance of a generous donation to our James Street project from Konrad and Jesse Jossart, Operators of Jossart Brothers Inc.

The Jossart Brothers are utility contractors with a long history of successful City projects. Their $10,000 donation will contribute toward the purchase of the water wall located in the center courtyard of the project. As a token of our appreciation, a commemorative plaque will designate the contribution.

Thank you for your consideration of this request. If you should have any questions about the donation or the project, please do not hesitate to ask.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Recommendation from the Finance-Personnel Committee to Approve Cyber Insurance Coverage through HDI Global Insurance Company for 2021-2022.**

The Finance-Personnel Committee voted unanimously to approve this request at their May 11, 2021 meeting.

ATTACHMENTS:

- Cyber insurance carrier change memo (PDF)
- cyber insurance carrier change_attachments (PDF)
- HDI Cyber Application (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor James G. Boyd
Members of the Finance-Personnel Committee

From: Carey Danen, City Clerk

Date: May 11, 2021 (meeting date)

RE: **change in carrier for cyber liability insurance for the 2021-2022 renewal period**

Each year the City's benefits consultant, M3 Insurance, evaluates the City's insurance policies to obtain the best renewal prices. This year, M3 has found a cyber liability insurance policy at a far lower premium than what we paid last year.

The renewal quote from our current carrier, ACE/Chubb Insurance, increased 54% and also reduced liability limits. HDI Global Insurance offered a quote which maintains our liability limits while providing a lower deductible and a much lower premium:

ACE/Chubb 2020-2021 Premium	ACE/Chubb 2021-2022 Quote	HDI Global 2021-2022 Quote
$25,979	$39,974	$4,058

It is important to note that M3 does not anticipate these savings to extend beyond this year. The following information was provided by Marty Malloy, our account executive at M3: "The cyber insurance market for public entities is in a state of flux. Government entities have been a primary target for cyber thieves and activists. There were a record number of cyber incidents for government entities in 2020; these incidents were not limited to attempts to steal records or defraud, as many were politically motivated. Due to the market turmoil and increasing cyber incidents against public entities, we do expect price increases next year".

M3's 2021-2022 Premium Summary Proposal and the coverage details for both quotes are attached. I respectfully request your approval of this change in carrier for the City's cyber liability insurance carrier. Please let me know if you have any questions in advance of the meeting.

Premium Summary

COVERAGE	EXPIRING PREMIUM	RENEWAL PREMIUM	RECOMMENDED PREMIUM
Property	$ 47,210	$ 52,424	$ 52,424
Equipment Breakdown	$ 4,771	$ 4,979	$ 4,979
Inland Marine	$ 8,177	$ 8,777	$ 8,777
General Liability	$ 48,806	$ 60,326	$ 60,326
Police Professional Liability	$ 19,308	$ 23,809	$ 23,809
Automobile	$ 95,349	$ 104,699	$ 104,699
Umbrella	$ 22,050	$ 23,214	$ 23,214
Public Officials Liability	$ 16,402	$ 20,200	$ 20,200
Crime	$ 840	$ 875	$ 875
Railroad Protective (EMC)	$ 554	$ 554	$ 554
Excess Railroad Protective (EMC)	$ 2,020	$ 2,120	$ 2,120
Railroad Protective (Hudson)	$ 750	$ 750	$ 750
Cyber Liability	$ 25,979	$ 39,974	$ 4,058
Consulting Fee	$ 34,000	$ 34,000	$ 34,000
Premium:	**$ 338,696**	**$ 376,701**	**$ 340,785**
Workers Compensation	$ 265,268	$ 235,840	$ 235,840
Total Annual Premium:	***$ 603,964***	***$ 612,541***	***$ 576,625***
Dividend	**10% Flat**	**10% Flat**	**10% Flat**

EXPERIENCE MODIFICATION FACTOR	
2020 - 2021	2021 - 2022
0.91	0.78

Exposure Changes:
Property – Values increased 1%
Equipment – Values increased 4%
Workers Compensation – Payrolls increased 2%

M3 INSURANCE

Options

CYBER LIABILITY – HDI	ANNUAL PREMIUM
$1,000,000 Limit / $5,000 Deductible	$ 3,299

CYBER LIABILITY – CRUM & FORSTER	INDICATED PREMIUM
$2,000,000 Limit / $25,000 Deductible w/Advanced Risk Controls	$ 18,000
$2,000,000 Limit / $25,000 Deductible w/o Advanced Risk Controls	$ 21,300

The above are indications only and include fees and surplus lines taxes. Final premiums will be released if coverage is requested to be bound.

M3 INSURANCE

Cyber Liability

Insurer: ACE American Insurance Company

Effective Dates: 6/1/2021 to 6/1/2022

Policy Number: G24579244007

Network Security and Privacy Coverage: Claims Made Coverage Form

First Party Insuring Agreements:

COVERAGES	LIMIT	RETENTION	RETRO DATE
Policy Aggregate	$ 1,000,000	$ 25,000	6/1/2012
Cyber Incident Response Team	$ 500,000	$ 25,000	6/1/2012
Non-Panel Response Provider	$ 125,000	$ 25,000	6/1/2012
Network Extortion	$ 1,000,000	$ 25,000	6/1/2012

Third Party Insuring Agreements:

COVERAGES	LIMIT	RETENTION	RETRO DATE
Policy Aggregate	$ 1,000,000	$ 25,000	6/1/2012
Cyber, Privacy & Network Security	$ 1,000,000	$ 25,000	6/1/2012
Payment Card Loss	$ 100,000	$ 25,000	6/1/2012
Regulatory Proceedings	$ 500,000	$ 25,000	6/1/2012
Electronic, Social and Printed Media	$ 1,000,000	$ 25,000	6/1/2012

Options:

First option – additional premium of $4,598
Increase Cyber Incident Response Team to $1,000,000
Increase Non-Panel Response Provide to $500,000
Added Business Interruption and Contingent Business Interruption Coverage
Added Digital Data Recovery coverage
Increased Regulatory Proceedings limit from $500,000 to $1,000,000

Second option – Additional Premium of $14,756
All of the above, except the limits increase to $2,000,000 with a $25,000 deductible

Cyber Liability – RECOMMENDED

Insurer: HDI Global Insurance Company (NEW)

Effective Dates: 6/1/2021 to 6/1/2022

Policy Number: TBD

Network Security and Privacy Coverage: Claims Made Coverage & Reported Form

COVERAGES	LIMIT	RETENTION
Policy Aggregate	$ 2,000,000	$ 5,000
Network Security & Privacy Liability	Full Limit	$ 5,000
Multimedia Liability	Full Limit	$ 5,000
Incident Response Expense	Full Limit	$ 5,000
Business Interruption Loss & Extra Expense	Full Limit	8 Hour Waiting
Data Restoration Expense	Full Limit	$ 5,000
Cyber Theft and Social Engineer Loss With Delete Crime Controls Enhancement	Full Limit	$ 5,000
Cyber Extortion & Ransomware Expense	Full Limit	$ 5,000
Bricked Device Restoration Expense	Full Limit	$ 5,000
Business Reputation Loss	Full Limit	$ 5,000
Contingent Bodily Injury	Full Limit	$ 5,000
Contingent Business Interruption	Full Limit	$ 5,000
Contingent Property Damage	Full Limit	$ 5,000
Laptop & Devises Replacement	$ 50,000	$ 500

Endorsements Include But Not Limited To:

Bricked Device Endorsement
Business reputation Loss Endorsement
Contingent Business Interruption Endorsement
Contingent Property Damage Endorsement
Delete Crime Controls Endorsement
Laptop Replacement Endorsement
Reliance on "Other Carrier's" Application Endorsement

SOLELY AS RESPECTS CLAIMS-MADE LIABILITY COVERAGES UNDER THE POLICY FOR WHICH THIS APPLICATION IS BEING SUBMITTED: THIS INSURANCE POLICY PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS AND APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO THE INSURER AS SET FORTH IN THE REPORTING OF CLAIMS AND EVENTS SECTION. DEFENSE COSTS ARE INCLUDED IN THE LIMITS OF INSURANCE, AND PAYMENT THEREOF WILL ERODE, AND MAY EXHAUST, THE LIMITS OF INSURANCE.

Commercial Cyber Insurance Application

The term “Applicant," herein refers individually and collectively to all proposed insureds; all responses shall be deemed made on behalf of all proposed insureds.

To determine the Number of Employees, count all full time and part time employees and any partners, directors and officers; employees who collect $40,000 or fewer in total annual commission and salary may each be counted as part time employees.

Insurers will rely on statements made in this application. This form must be dated and signed.

I. Company Information

Applicant Entity Name: City of DePere
Mailing Adress: 335 S Broadway , De Pere, WI 54115

Primary Website Address: www.deperewi.gov

Full Time Employees: 149
Part Time Employees: 0
Total Number of Employees: 149

II. Warranties

Please read the Warranties carefully. Past cybersecurity incidents and claims must be reported on a separate Past Experience Supplement Form. If an Applicant has no past cybersecurity incidents or claims in the past 3 years, no Past Experience Supplement Form is required.

A. Applicant primarily operates in the Public Non-Profit industry and generated gross annual revenues below $100,000,000.01 in the last complete calendar year.
B. Applicant has reported any cybersecurity incidents which occurred or were discovered in the last 3 years.
   > A *cybersecurity incident* is any event that threatens the security, confidentiality, integrity, or availability of information assets (electronic or paper), information systems, and/or the networks that deliver such information.
C. Applicant has reported all claims or circumstances in the past 3 years that could give rise to a claim to appropriate prior carrier(s) and understands that all such known claims or potential claims will not be covered by this insurance.
D. Applicant is not aware of any claim, incident or circumstance which could reasonably be expected to result in a claim against Applicant under the proposed insurance which has not been disclosed on this application herein.

III. Cyber Crime Controls

1. Who is Authorized?

Is the authority to initiate funds or securities transfers limited to specific job titles?	Yes

2. Anti-fraud Training

Are employees with the authority to initiate funds or securities transfers provided anti-fraud training concerning the detection of phishing and other social engineering scams?	Yes

3. Out-of-band-authentication Controls

***Yes Response Required**; "When transactions exceed $25,000" 3x Cyber Crime Deductible applies*

Prior to initiating an electronic financial transaction with customers, clients or vendors, does the Applicant utilize a separate communication channel for verification of instructions other than the original source of such request?	Yes

IV. Contingent Business Interruption

1. **Business Interruption Controls**

Does the applicant maintain any of the following practices?	
☐	Applicant maintains a business continuity and disaster recovery plan
☐	Applicant has a formal process to conduct due diligence on new vendors
☐	Applicant requires vendors to demonstrate information security protections that meet established requirements
☐	Applicant maintains redundant resource that can be employed if an important or critical system is disrupted

Signature

By signing this document, the undersigned authorized representative of the Applicant represents on behalf of all persons and entities proposed for coverage, after inquiry, that to the best of their knowledge:

- The statements and answers given in and all materials submitted with this Application are true, accurate and complete.
- These representations contained in or attached to this Application are a material inducement to the Insurer to provide a proposal for insurance and all information and materials furnished to the Insurer in conjunction with this Application shall be deemed incorporated into and made a part of the policy, should a policy be issued
- Applicant will report to the Insurer immediately in writing any material changes to the answers provided in this Application which occur or are discovered between the date of this Application and the effective date of the policy for which coverage is sought by submission this Application
- The Insurer reserves the right, upon receipt of any such notice, to modify or withdraw any proposal for insurance the Insurer has offered.

Name: _____ **Title:** _____

Email: _____

Signed: _____ **Date:** _____

PLEASE REVIEW THE STATE FRAUD STATEMENT BELOW APPLICABLE TO THE STATE IN WHICH APPLICANT RESIDES.

Notice to Arkansas, Minnesota, New Mexico and Ohio Applicants: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false, fraudulent or deceptive statement is, or may be found to be, guilty of insurance fraud, which is a crime, and may be subject to civil fines and criminal penalties.

Notice to Colorado Applicants: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory agencies.

Notice to District of Columbia Applicants: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

Notice to Florida Applicants: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Notice to Kentucky Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Notice to Louisiana and Rhode Island Applicants: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Notice to Maine, Tennessee, Virginia and Washington Applicants: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Notice to Alabama and Maryland Applicants: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Cyber Insurance Application

Notice to New Jersey Applicants: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Notice to Oklahoma Applicants: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Notice to Oregon and Texas Applicants: Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

Notice to Pennsylvania Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Notice to New York Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to: a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Notice for all other Applicants: Any person who, with intent to defraud or knowingly facilitates a fraud against the Insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Recommendation from Finance/Personnel Committee to approve Utilizing a Recruiting Company for the Police Chief Recruitment**

ATTACHMENTS:

- Utilizing a Recruitment Company for Police Chief Recruitment (PDF)

CITY OF DE PERE MEMO

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
Larry Delo, City Administrator
James Boyd, Mayor
RE: Consideration and Possible Action to Utilize a Recruiting Company for the Police Chief Recruitment
Date: May 11, 2021

Note: At the May 11, 2021 Finance/Personnel Committee the below recommendation was approved unanimously.

The City's Police Chief, Derek Beiderwieden, submitted his notice to retire from the City in December. The Chief has been with the City for the last 19 years and we wish him many happy years in retirement.

The Police and Fire Commission ultimately decide whom to hire as Police Chief and make the appointment. The Police Chief reports directly to the Mayor and takes daily direction from the City Administrator.

We are recommending utilizing an outside recruitment company to assist with the hiring process of the next Police Chief. There are many benefits to utilizing an outside company especially given the current climate of policing. Hiring an outside recruitment company will help us gain an outside perspective on the needs of the specific role. A recruitment company would obtain feedback from community members and various organizations within the City. They will help to establish shared expectations between the police, the community, and elected officials knowing all play a crucial role in enhancing and improving community-police engagement. Hiring a recruitment company allows evaluation of internal candidates and external candidates in a neutral way. A well-qualified recruiter will have the ability to draw the attention of highly qualified national contenders who may not otherwise apply. They will also be able to produce a stronger candidate pool than we can on your own due to the network and reputation of the recruiter.

A recruitment company would typically assist with the following:

1. Organizational Inquiry and Analysis
- Develop Recruitment Plan and Timeline
- Individual Interviews with Key Stakeholders/Community Members
- Development of Position Profile Brochure
- Update Job Description

2. Advertising and Marketing, Communication with Applicants and Prospects
3. Initial Screening and Review
4. Search Committee Briefing to Facilitate Selection of Semifinalists
5. Evaluation of Semifinalist Candidates
- Written Questionnaires
- Interviews
- Media Searches

6. Search Committee Briefing to Facilitate Selection of Finalists

8. Interview Process

- Face-to-Face Interviews
- Stakeholder Engagement
- Deliberations
- Reference Checks

7. Evaluation of Finalist Candidates

- Comprehensive Media Searches
- Comprehensive Background Investigation Reports
- DISC Management Assessments (supplemental service)
- First Year Game Plan or Other Advanced Exercise

9. Negotiations and Hiring Process

- Determine the Terms of an Offer
- Negotiate Terms and Conditions of Employment
- Press Release (if requested)

We are in the process of obtaining quotes and references from recruitment companies. The cost to use a company is around $30,000. To expedite the process, we are asking for your approval to allow us decide which company to hire after reviewing proposals, checking references, etc. as long as the cost does not exceed $30,000.

We are suggesting utilizing unassigned reserves to pay for the cost of hiring a recruiting company.

Please contact Shannon at 339-4045 or Larry or the Mayor at 339-4044 if you have questions in advance of the meeting. Thank you.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Recommendation from Finance/Personnel Committee to Deny Additional Emergency Leave Time to City Employees for COVID-19 Related Absences (Request of Ald. Hansen).**

The Finance/Personnel Committee voted unanimously to deny the provision of additional emergency leave time to city employees for COVID-19 related absences during its meeting on May 11, 2021.

ATTACHMENTS:

- J.Hansen Memo - COVID Sick Leave (PDF)

DE PERE[SM]

Memo Re: Paid Employee COVID Leave

To: Common Council

From: Ald. Jonathon Hansen

Meeting Date: May 19, 2021

Over the past year, all City employees have received 80 hours of paid sick leave for worktime missed due to COVID-19, in addition to their regular sick time leave, which is 8 hours/month, or 96 hours/year. Employees can also roll over unused sick time from one year to the next. With the end of the City's state of emergency order on May 10, the COVID-related sick leave was immediately terminated. This item agenda asks the Council to consider whether COVID-related sick leave should be reinstated.

Most City employees have been vaccinated, but they could still be in a position of needing to take sick time if a child of theirs contracts COVID. The FDA just approved the Pfizer vaccination for children ages 12-15, but Pfizer/BioNTech's Chief Medical Officer recently stated that the vaccine will likely not be available to children under the age of 12 until the end of the year.

If a child gets sick, they will face a quarantine of at least two weeks. If the employee has to stay home with the child for the full two weeks, that could potentially deplete 80 hours of their regular sick leave, and leave them with 16 hours left for the rest of the year (unless they carried over sick time from prior years). This could potentially put them in a difficult position if they contract non-COVID related illnesses, especially later this year when cold and flu season hits.

Thank you for your consideration.

###

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to Approve Future City Budgeting of Flag Replacement on Webster Avenue (Request of Ald. Hansen)**

The Board of Public Works at the May 10, 2021 Meeting approved budgeting replacement flags in the future operating budgets and moved to send it to the Common Council for approval. The motion passed with a 4-0-1 vote with Alderperson Hansen abstaining.

Alderperson Hansen purchased and donated flags that were installed in the boulevard area on Webster Avenue in 2019. The flags are starting to show signs of deterioration and should be replaced in the near future. Alderperson Hansen has offered to purchase additional flags for replacement. However, Alderperson Hansen has requested the City consider transitioning to having these flags replaced as part of the City's annual operating budget.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to Award Public Works Contract 21-07, Curb Repair and Street Resurfacing, to MCC, Inc. in the amount of $815,956.00**

The Board of Public Works at the May 10, 2021 Meeting approved award of Contract 21-07 Curb Repair and Street Resurfacing to MCC, Inc. in the amount of $815,956.00 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2021 0510 CI_BOPW_Award_21-07 (PDF)
- 2021 0506 CE_Project 21-07 Bid Tab (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: May 10, 2021

RE: **Consideration and possible action on award of Contract 21-07 Curb Repair and Street Resurfacing***

The Engineering Department received bids for Project 21-07 Curb Repair and Street Resurfacing on May 6, 2021. This project includes spot storm relay, inlet repair and replacement, manhole adjustments and repair, spot curb and gutter replacement, asphaltic concrete pavement milling, pulverizing, asphaltic concrete pavement paving and patching.

The bids received are as follows:

Contractor	Amount
MCC, Inc.	$815,956.00
Northeast Asphalt, Inc.	$976,245.25

The allocated amount from the capital improvement budget is $840,000. The breakdown is as follows:

- General Obligation Debt: $785,000
- Storm Water Utility Fund: $40,000
- Water Utility Fund: $10,000
- Fire Department: $5,000

Staff's recommendation is to accept the bid from MCC, Inc. in the amount of $815,956.00.

Attachments:
2021 0506 CE_21-07 Bid Tab (PDF)

DE PERE

PROJECT 21-07 CURB REPAIR AND STREET RESURFACING
BID TAB

				BIDDER NO. 1		BIDDER NO. 2	
				MCC, Inc		Northeast Asphalt, Inc	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER							
ST-01	10-foot Spot Repair 12" RCP/PVC Storm Sewer	EA	2	$2,920.00	$5,840.00	$4,000.00	$8,000.00
STREET AND DRAINAGE							
SD-01	Excavation Below Subgrade (Undistributed)	CY	20	$74.40	$1,488.00	$45.00	$900.00
SD-02	Mill Asphaltic Concrete Pavement 1-3/4 inches	SY	46,650	$2.15	$100,297.50	$2.00	$93,300.00
SD-03	Mill Asphaltic Concrete Pavement 3-3/4 inches (Overmill Areas)	SY	8,500	$2.90	$24,650.00	$3.25	$27,625.00
SD-04	Crack Overmilling	LF	1,000	$6.00	$6,000.00	$30.00	$30,000.00
SD-05	Provide 1-1/4" Crushed Aggregate Base Course	TON	100	$17.80	$1,780.00	$15.00	$1,500.00
SD-06	Provide 3/4" Crushed Aggregate Shoulder Material (2-foot wide)	LF	3,900	$2.00	$7,800.00	$1.45	$5,655.00
SD-07	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S 2-Inch Overlay or Upper Layer (Creamery Road)	TON	1,300	$56.70	$73,710.00	$72.90	$94,770.00
SD-08	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S 2-Inch Overlay or Upper Layer	TON	6,000	$58.30	$349,800.00	$71.60	$429,600.00
SD-09	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S 2-Inch Lower Layer	TON	1,100	$65.00	$71,500.00	$96.70	$106,370.00
SD-10	Full Depth Asphalt Patch	SY	100	$56.50	$5,650.00	$93.85	$9,385.00
SD-11	Remove and Replace 24" Concrete Curb and Gutter	LF	2,200	$38.35	$84,370.00	$38.25	$84,150.00
SD-12	Remove and Replace 18" Concrete Curb and Gutter	LF	40	$38.25	$1,530.00	$38.00	$1,520.00
SD-13	Remove and Replace 6-Inch Concrete Sidewalk and Driveway	SY	70	$62.35	$4,364.50	$62.00	$4,340.00
SD-14	Drilled Tie Bars (Existing Sidewalk, Driveway, Curb and Gutter)	EA	600	$6.05	$3,630.00	$6.00	$3,600.00
SD-15	24-Inch Ladder Bar Pavement Marking Epoxy (White)	LF	200	$16.55	$3,310.00	$16.45	$3,290.00
SD-16	12-Inch Stop Bar Pavement Marking Epoxy (White)	LF	35	$8.20	$287.00	$8.15	$285.25
SD-17	6-Inch Line Pavement Marking Epoxy (White)	LF	1,200	$4.20	$5,040.00	$4.15	$4,980.00
SD-18	4-Inch Centerline Pavement Marking Epoxy (Yellow)	LF	180	$2.80	$504.00	$2.75	$495.00
SD-19	Traffic Control & Temp. Pedestrian Crossings (Fox River Trail)	LS	1	$805.00	$805.00	$800.00	$800.00
SD-20	Traffic Control (8th Street at Main Avenue)	LS	1	$805.00	$805.00	$800.00	$800.00
SPECIAL CONSTRUCTION							
SC-01	Adjust Inlet Less than 1-Foot	EA	54	$405.00	$21,870.00	$400.00	$21,600.00
SC-02	Adjust Inlet Greater than 1-Foot	EA	13	$530.00	$6,890.00	$525.00	$6,825.00
SC-03	Adjust Inlet & Provide New Casting	EA	1	$1,205.00	$1,205.00	$1,290.00	$1,290.00
SC-04	Adjust Manhole Less than 1-Foot	EA	19	$605.00	$11,495.00	$710.00	$13,490.00
SC-05	Adjust Manhole Greater than 1-Foot	EA	8	$745.00	$5,960.00	$785.00	$6,280.00
SC-06	Adjust Manhole & Provide New Casting, Less than 1-Foot	EA	4	$995.00	$3,980.00	$1,085.00	$4,340.00
SC-07	Adjust Manhole & Provide New Casting, Greater than 1-Foot	EA	3	$1,215.00	$3,645.00	$1,185.00	$3,555.00
SC-08	Inlet Protection Type D	EA	50	$155.00	$7,750.00	$150.00	$7,500.00
	TOTALS				**$815,956.00**		**$976,245.25**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**A. Chicago Street at O'Hearn Lane**

The Board of Public Works at the May 10, 2021 Meeting denied the installation of Rapid Rectangular Flashing Beacons on Chicago Street at O'Hearn Lane and Crestview Lane and moved to send it to the Common Council for denial. The motion passed with a 4-1 vote with Alderperson Hansen voting no.

ATTACHMENTS:

- 2021 0510 CI_BOPW_Consider Chicago Street RRFB (PDF)
- CHICAGO & OHEARN (PDF)
- Crosswalk Request Schematic2 (PDF)

CITY OF DE PERE MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: May 10, 2021

RE: **Consider Chicago Street Rapid Rectangular Flashing Beacons at O'Hearn Lane and at Crestview Lane***

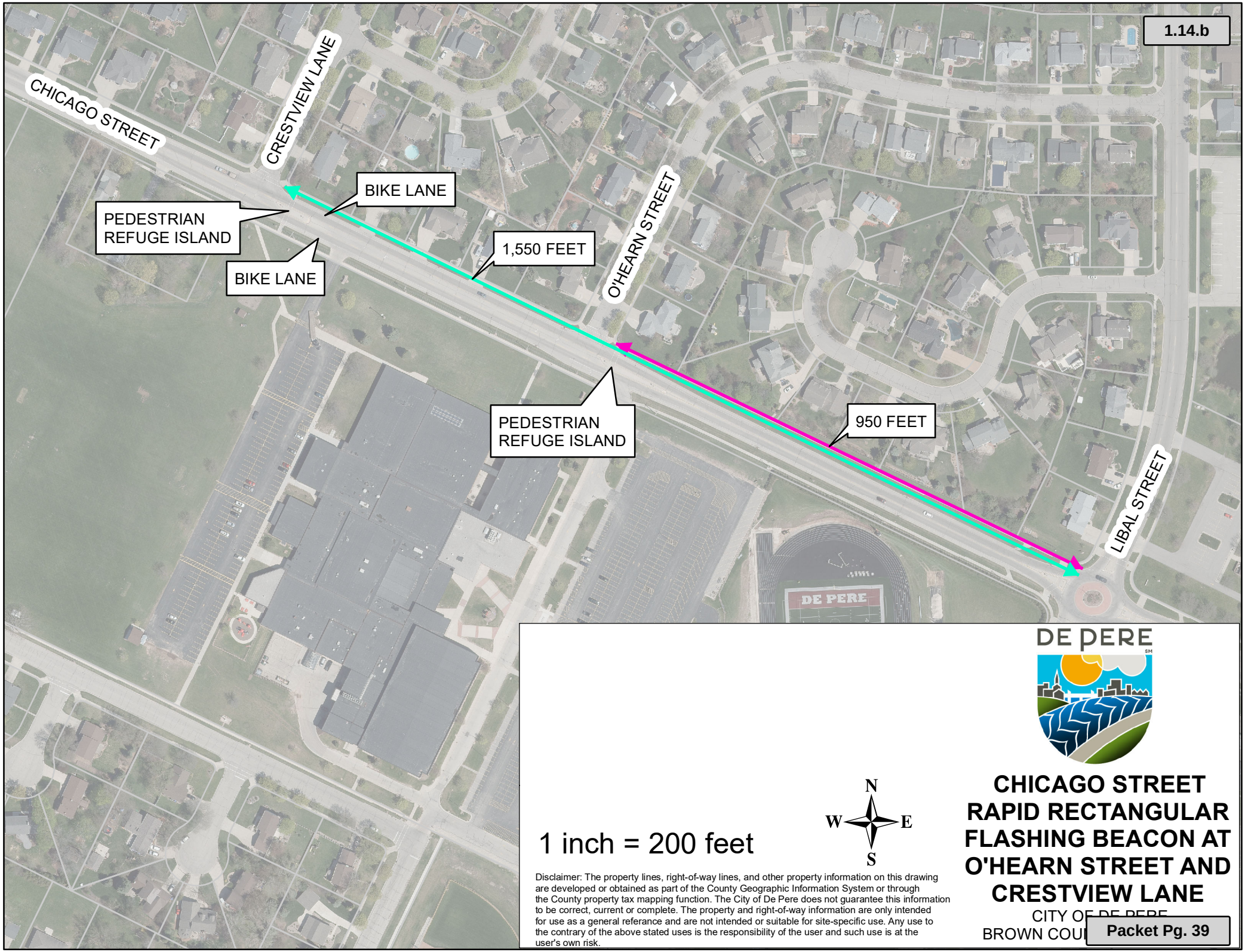
Staff received a request to install Rapid Rectangular Flashing Beacons (RRFB's) across Chicago Street at intersections with O'Hearn Lane and Crestview Lane. Staff completed a review of the intersections and a pedestrian count. A summary of the review is as follows:

- Chicago Lane is an urban two lane facility (there is a right turn lane to the school at O'Hearn Lane). Both locations have a pedestrian refuge island.
- The Chicago Street speed limit is 25 mph.
- No parking is allowed in this section. Additionally, there are bike lanes for added visibility of pedestrians waiting to cross.
- The intersections are located 950 feet and 1,550 feet from the roundabout at Libal Street.
- Pedestrian Counts were performed as follows:
    - April 6th - 41 pedestrians crossing at O'Hearn from 7 to 8:15 AM (Light rain started at 8:15)
    - April 6th - 77 pedestrians crossing at O'Hearn from 2:30 to 4:30 PM
    - April 7th - 17 pedestrians crossing at Crestview from 7 to 9 AM
    - April 7th – 31 pedestrians crossing at Crestview from 2:30 to 4:30 PM
- Based on an abbreviated City count, the Average Daily Traffic is approximately 8,000.
- Page 5 of the City of De Pere Crosswalk Location Policy includes Figure 1: Crosswalk Request and Enhancement Process Flow Chart which had been attached. The purpose for the chart is to establish a hierarchy approach to the placement of various pedestrian amenities in the City. The center of the chart lists the stepped approach for installing facilities based on the size of the roadway facility, starting with a collector/arterial street increasing in complexity based the traffic volume and number of lanes a pedestrian has to traverse. Chicago Street is a two or three lane facilities, ADT of 8,000 with a speed limit of 25 mph. This street has been constructed with pedestrian refuge islands. In order to progress to RRFB's the street needs to be a multi-lane with a higher ADT.

This location was reviewed by staff. The current configuration of the crosswalk along with the pedestrian refuge islands conform to Figure 1 of the policy. Staff observed a high percentage of vehicles yielding to pedestrians. Video was taken and will be presented for discussion. The pedestrian refuge islands provide the pedestrian with the ability to easily cross the street while also creating higher visibility of the crosswalk. This location is exactly what staff is hoping to see all around the City with a very high percentage of drivers adhering to the crosswalk rules

without additional/more advanced systems.

Staff does not recommend the installation of RRFB's at either location at this time.



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1 inch = 200 feet

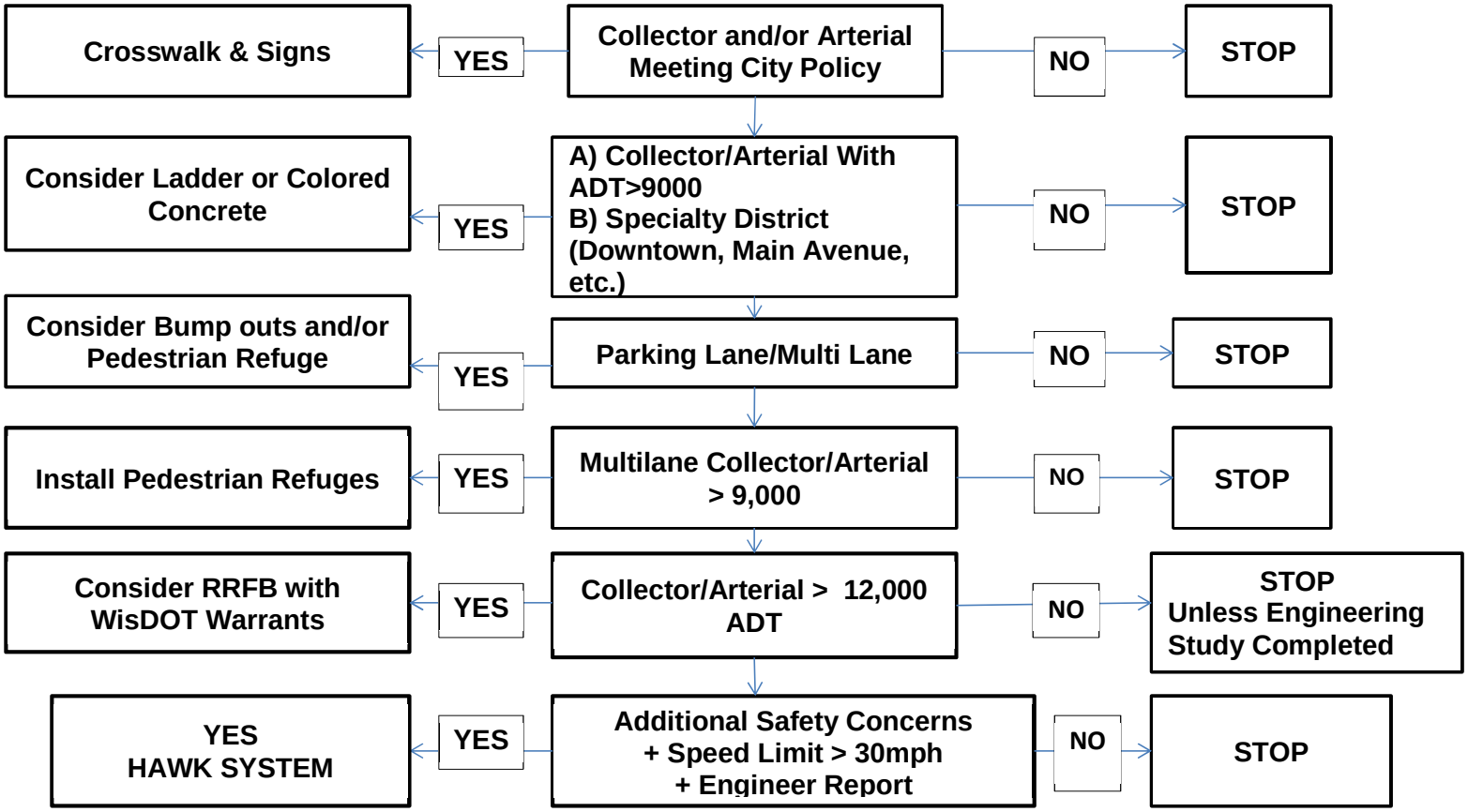
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Disclaimer: The property lines, right-of-way lines, and other property information on this drawing are developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. The City of De Pere does not guarantee this information to be correct, current or complete. The property and right-of-way information are only intended for use as a general referance and are not intended or suitable for site-specific use. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.

CHICAGO STREET RAPID RECTANGULAR FLASHING BEACON AT O'HEARN STREET AND CRESTVIEW LANE

CITY OF DE PERE
BROWN COU

CROSSWALK REQUEST AND ENHANCEMENT FLOW CHART
(Previous Criteria Must Be Met To Move To Next Step)



Other Considerations:
1.Consider speed reduction techniques in areas experiencing high speed.
2. Certain crosswalk enhancement techniques may also be justified for speed reduction techniques.
3. This Flow Chart does not apply to crosswalk requests near schools.

x:\correspondence\general\2017\crosswalk request schematic.docx

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**B. Chicago Street at Crestview Lane**

The Board of Public Works at the May 10, 2021 Meeting denied the installation of Rapid Rectangular Flashing Beacons on Chicago Street at O'Hearn Lane and Crestview Lane and moved to send it to the Common Council for denial. The motion passed with a 4-1 vote with Alderperson Hansen voting no.

ATTACHMENTS:

- 2021 0510 CI_BOPW_Consider Chicago Street RRFB (PDF)
- CHICAGO & OHEARN (PDF)
- Crosswalk Request Schematic2 (PDF)

CITY OF DE PERE MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: May 10, 2021

RE: **Consider Chicago Street Rapid Rectangular Flashing Beacons at O'Hearn Lane and at Crestview Lane***

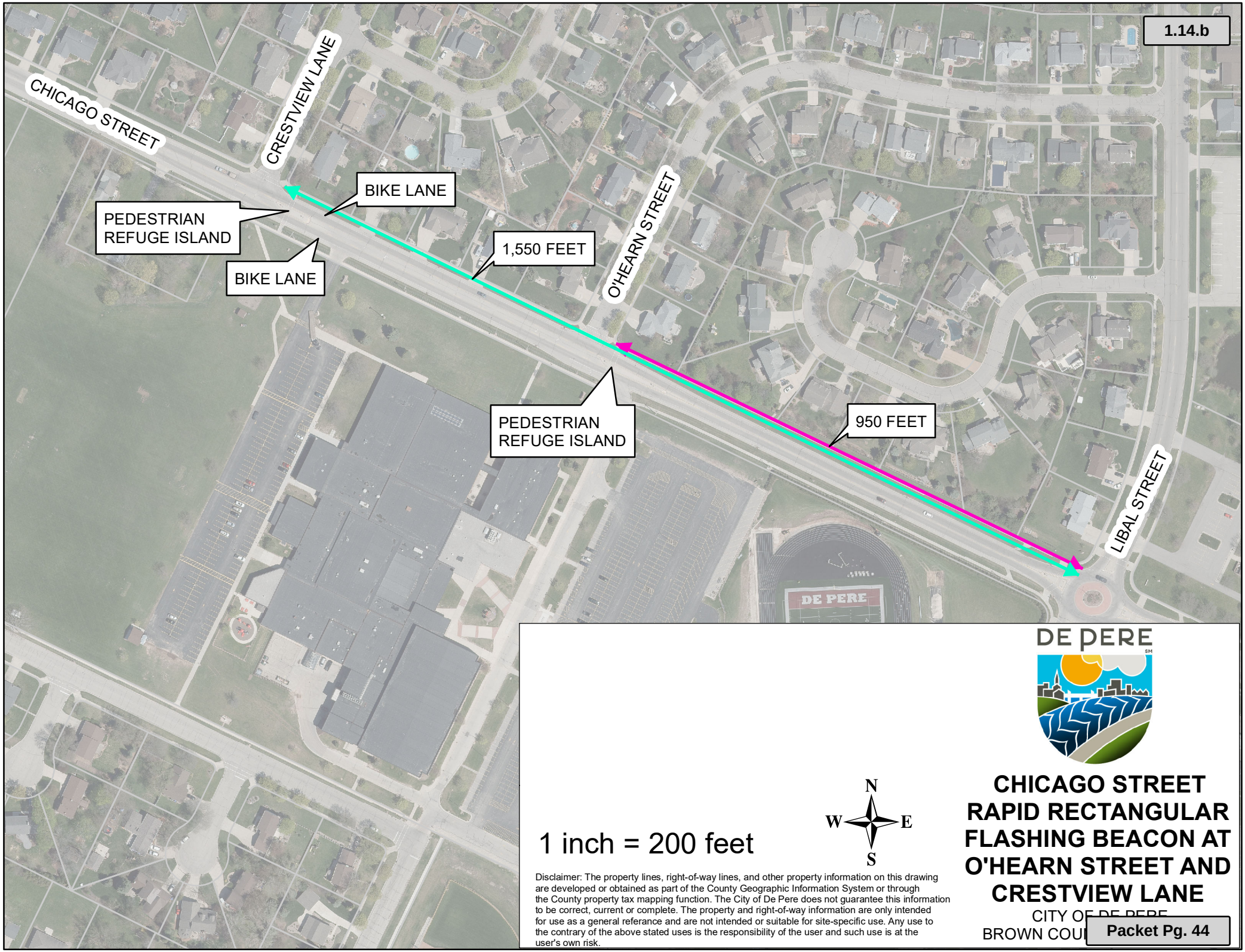
Staff received a request to install Rapid Rectangular Flashing Beacons (RRFB's) across Chicago Street at intersections with O'Hearn Lane and Crestview Lane. Staff completed a review of the intersections and a pedestrian count. A summary of the review is as follows:

- Chicago Lane is an urban two lane facility (there is a right turn lane to the school at O'Hearn Lane). Both locations have a pedestrian refuge island.
- The Chicago Street speed limit is 25 mph.
- No parking is allowed in this section. Additionally, there are bike lanes for added visibility of pedestrians waiting to cross.
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    - April 7th – 31 pedestrians crossing at Crestview from 2:30 to 4:30 PM
- Based on an abbreviated City count, the Average Daily Traffic is approximately 8,000.
- Page 5 of the City of De Pere Crosswalk Location Policy includes Figure 1: Crosswalk Request and Enhancement Process Flow Chart which had been attached. The purpose for the chart is to establish a hierarchy approach to the placement of various pedestrian amenities in the City. The center of the chart lists the stepped approach for installing facilities based on the size of the roadway facility, starting with a collector/arterial street increasing in complexity based the traffic volume and number of lanes a pedestrian has to traverse. Chicago Street is a two or three lane facilities, ADT of 8,000 with a speed limit of 25 mph. This street has been constructed with pedestrian refuge islands. In order to progress to RRFB's the street needs to be a multi-lane with a higher ADT.

This location was reviewed by staff. The current configuration of the crosswalk along with the pedestrian refuge islands conform to Figure 1 of the policy. Staff observed a high percentage of vehicles yielding to pedestrians. Video was taken and will be presented for discussion. The pedestrian refuge islands provide the pedestrian with the ability to easily cross the street while also creating higher visibility of the crosswalk. This location is exactly what staff is hoping to see all around the City with a very high percentage of drivers adhering to the crosswalk rules

without additional/more advanced systems.

Staff does not recommend the installation of RRFB's at either location at this time.



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1 inch = 200 feet

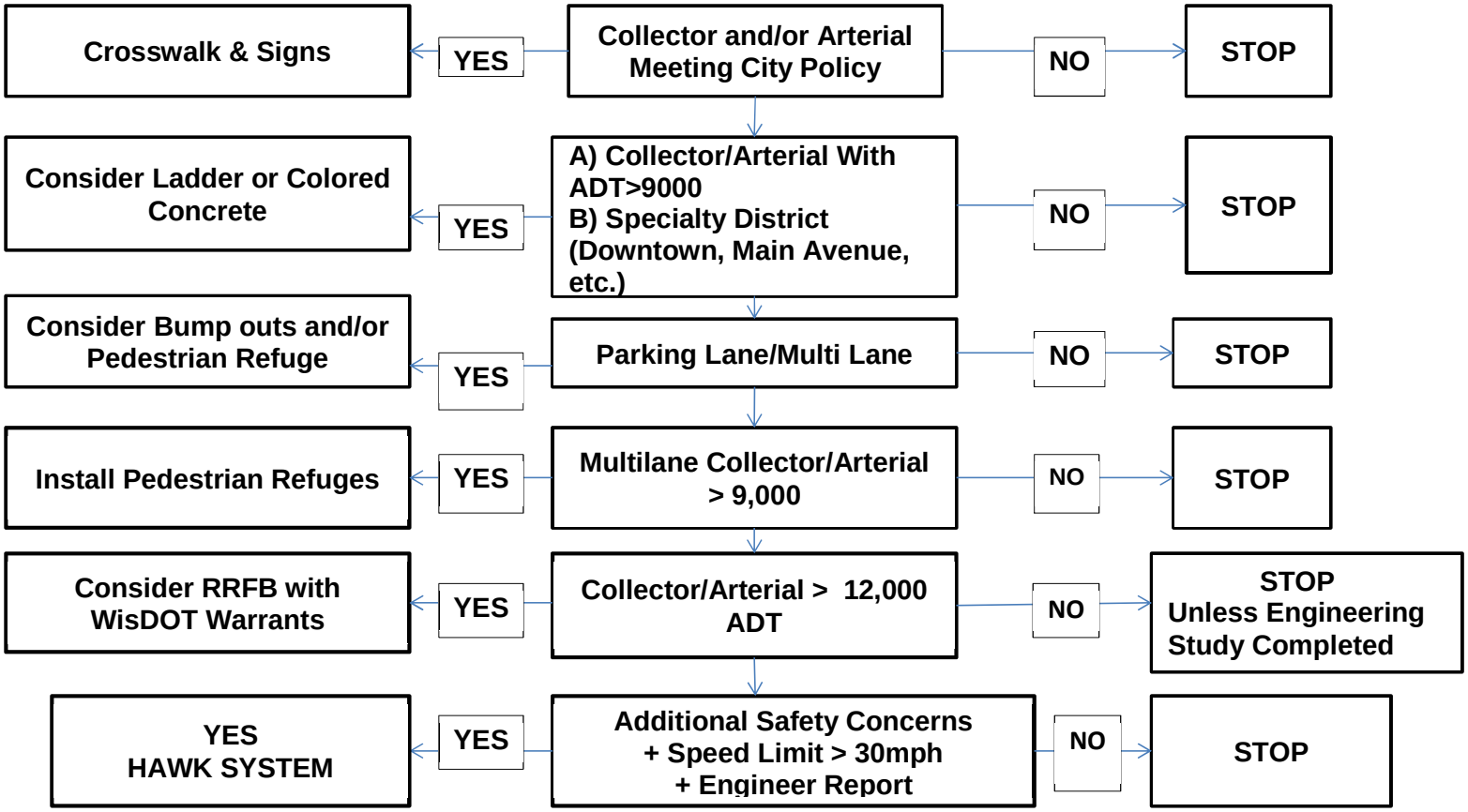
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Disclaimer: The property lines, right-of-way lines, and other property information on this drawing are developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. The City of De Pere does not guarantee this information to be correct, current or complete. The property and right-of-way information are only intended for use as a general referance and are not intended or suitable for site-specific use. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.

CHICAGO STREET RAPID RECTANGULAR FLASHING BEACON AT O'HEARN STREET AND CRESTVIEW LANE

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CROSSWALK REQUEST AND ENHANCEMENT FLOW CHART
(Previous Criteria Must Be Met To Move To Next Step)



Other Considerations:
1.Consider speed reduction techniques in areas experiencing high speed.
2. Certain crosswalk enhancement techniques may also be justified for speed reduction techniques.
3. This Flow Chart does not apply to crosswalk requests near schools.

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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**C. Main Avenue at Seventh Street**

The Board of Public Works at the May 10, 2021 Meeting denied the installation of Rapid Rectangular Flashing Beacons on Main Avenue at Seventh Street and moved to send it to the Common Council for denial. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2021 0510 CI_BOPW_Consider Main Ave RRFB (PDF)
- MAIN & 7TH EXHIBIT (PDF)
- 2-WisDOT TEOpS 4-5-1 (PDF)
- Crosswalk Request Schematic2 (PDF)
- 1-Crosswalk Location Policy - 2017-06-29 (PDF)

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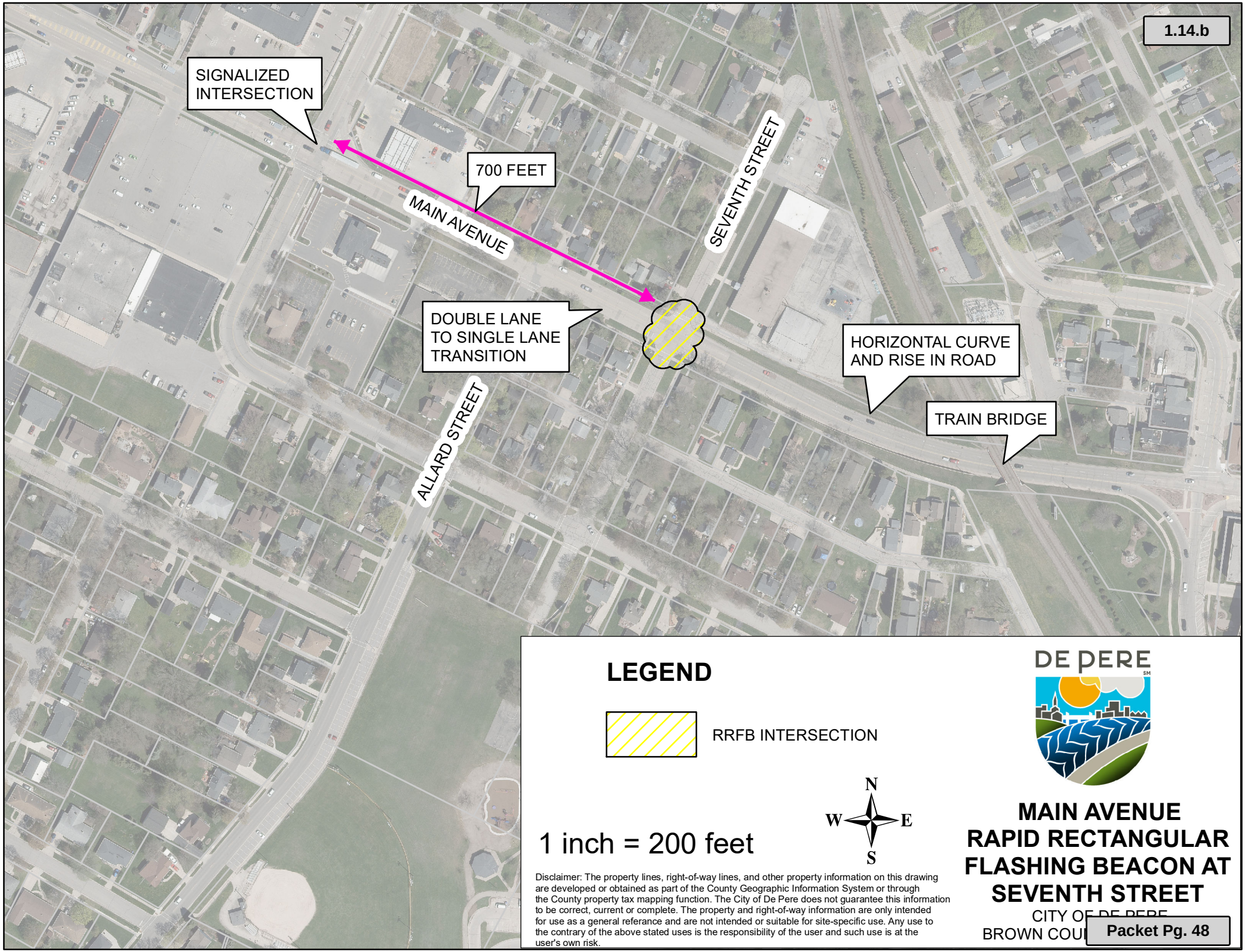
To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: May 10, 2021

RE: **Consider Main Avenue Rapid Rectangular Flashing Beacon at Seventh Street***

Staff received a request to install a Rapid Rectangular Flashing Beacons (RRFB) across Main Avenue at Seventh Street. Staff completed a review of the intersection and a pedestrian count. A summary of the review is as follows:

- Main Avenue is a four lane urban roadway at this intersection. There are no additional amenities such as pedestrian bump outs or refuge islands.
- The Main Avenue speed limit is 25 mph.
- No parking is allowed in this section.
- The intersection is located 700 feet from the signalized intersection of Main Avenue and Eighth Street.
- There are several challenges unique to this intersection.
    - As noted above, this intersection is located 700 feet east of Main and Eighth. Eastbound traffic transitions from two lanes to one in this location. This creates a challenge as drivers are not as focused on pedestrians but rather merging with adjacent traffic.
    - The train bridge is located just east of this intersection. Westbound traffic is traversing a rise while continuing toward this location.
    - A slight horizontal curve ends 300 feet east of the intersection for westbound traffic.
- Pedestrian Counts were performed on April 8, 2021:
    - 2 pedestrians crossing Main from 7 to 9 am
    - 5 pedestrians/bikers crossing Main from 2:30 to 4:30
- Per WisDOT, the Average Daily Traffic is approximately 20,000.
- Per Page 7 of the City of De Pere Crosswalk Location Policy, the location does not meet the criteria for an RRFB due to the low volume of pedestrian traffic (see attached).
- Per the WisDOT Traffic Engineering, Operations and Safety (TEOpS) Manual, Section 4-5-1 this location does not meet the requirements for the installation of an RRFB (see attached).

Staff does not recommend the installation of RRFB's at this location at this time.



LEGEND

RRFB INTERSECTION

1 inch = 200 feet

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Disclaimer: The property lines, right-of-way lines, and other property information on this drawing are developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. The City of De Pere does not guarantee this information to be correct, current or complete. The property and right-of-way information are only intended for use as a general referance and are not intended or suitable for site-specific use. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.

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MAIN AVENUE RAPID RECTANGULAR FLASHING BEACON AT SEVENTH STREET

CITY OF DE PERE
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Speed Limit Sign Beacon: Refer to WisMUTCD Section 4L.04. The department rarely, if ever, would install and maintain flashing beacons with speed limit signs or school speed limit signs. Local authorities **shall** follow the permit requirements stated below.

Warning Beacon: Refer to WisMUTCD Section 4L.03.

Flashing Beacon Design & Installation

The following provisions pertain to the installation, operation, and maintenance of flashing beacons other than rectangular rapid flashing beacons (RRFBs) on the state trunk highway system.

1. Location
    a. Ground mount: Flashing beacons *may* be ground mounted, where they will be approximately one foot above the sign they supplement. The sign *should* be in the lateral and vertical location as specified in the WisMUTCD Part 2 (no change). Illustrations of typical ground-mount installations are in Figure 1 below.
    b. Overhead mount: A flashing beacon *may* be mounted on one or both sides of an overhead sign. It *may* be mounted above the sign if the entire assembly including the sign has a minimum clearance of 17 feet.
2. For state-maintained installations, the standard size of flashing beacons is 12 inches in diameter. At the discretion of the regional traffic engineer, permitted (not state-maintained) installations that are in areas with a posted speed less than 30mph *may* use 8-inch diameter beacons.
3. Ground-mounted supports **shall** be the same as are normally used to support the sign, and of the same cross-section as normally used. These **shall** be 4 x 4 or cross-drilled 4 x 6 posts, or in urban areas signal posts on concrete footings, or light poles or wood poles where speeds are low. Usage of any kind of pole **shall** be in conformance with the offsets specified in highway lighting permit policy, FDM 11-15-1.
4. The installation of two posts, one for the sign and the other for the flashing beacon, is not permissible within the clear zone because of the unpredictable behavior of the combination of two posts when struck.
5. Service poles must be offset to the right-of-way line or in conformance with offsets in FDM 11-15-1.
6. Service *may* drop to the top of the support, which would be extended to maintain an 18-foot minimum wire-to-ground clearance as per Wisconsin electrical code. Service *should* preferably be installed underground. In the latter case, the conduit **shall** be run up and attached to the post or pole. The control box *may* be mounted on the post or pole.
7. At the discretion of the regional traffic engineer, solar-powered flashing beacon installations *may* be allowed on the STH system provided the installation meets applicable electrical and crash standards.
8. According to TEOpS 2-1-8, flashing beacons and STOP or STOP AHEAD signs that incorporate flashing displays (e.g. blinker signs) **shall not** be used at the same intersection approach.

Warning Beacon (i.e., RRFBs) Design & Installation

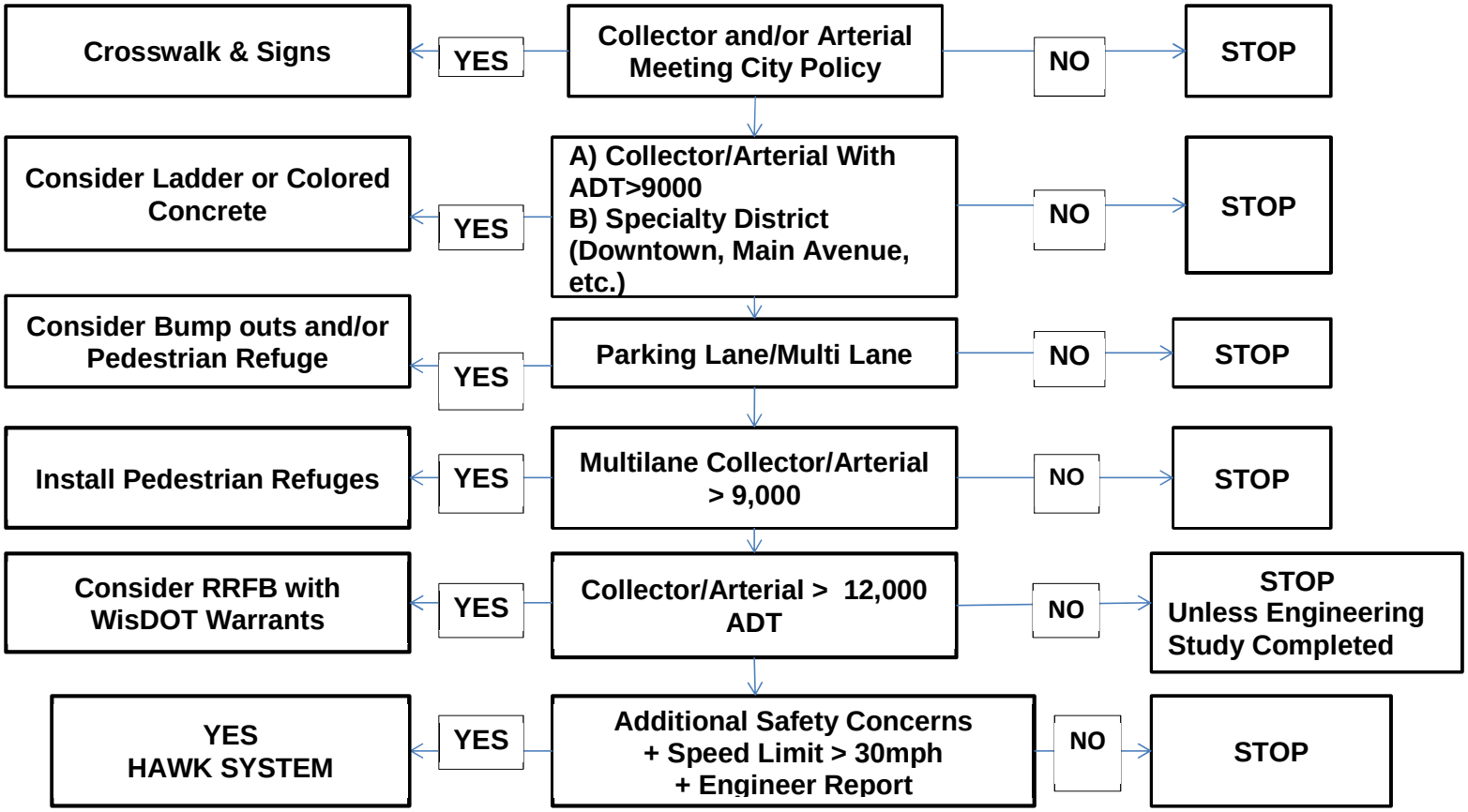
Yellow flashers are to be used with any yellow warning (W-series) signs and school speed limit signs. Actuated blinker signs are supplementary to warning signs. When used, they **shall** be mounted on the same support as the sign which the beacon supplements in accordance with WisMUTCD 4L.03.

At locations where it is determined that the use of warning sign enhancements signs is desirable, a permit *may* be issued for the installation and maintenance of these blinker-type signs. Permitted installations are subject to the approval of the Department and the conditions of this policy. Additionally, permits are revocable at the discretion of the Department.

It is recognized that the use of warning sign enhancements *may* affect STH traffic operations by increasing delay and reducing mobility, especially if used near existing signalized or stop controlled intersections. The following location criteria *should* be met prior to approval:

1. The location is an uncontrolled pedestrian crossing.
2. A minimum volume of 20 or more pedestrians during a single hour (any four consecutive 15-minute periods) of an average day *should* be met. Young (<12), elderly (>85) and disable pedestrians count 2 times toward volume thresholds. Additionally, seasonal day volumes can be used in place of average day volumes if the crossing is in a known tourist area.

CROSSWALK REQUEST AND ENHANCEMENT FLOW CHART
(Previous Criteria Must Be Met To Move To Next Step)



Other Considerations:
1.Consider speed reduction techniques in areas experiencing high speed.
2. Certain crosswalk enhancement techniques may also be justified for speed reduction techniques.
3. This Flow Chart does not apply to crosswalk requests near schools.

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Appendix

City of De Pere
Crosswalk Location Policy

City of De Pere Crosswalk Policy

June 29, 2017

Background

Wisconsin State Statute, 346.24(1) states that 'motorists are required to yield to pedestrians at an intersection with pedestrian facilities, whether the crosswalk is marked or not'.

The purpose of marked crosswalks at intersections or midblock locations is to indicate optimal or preferred locations for pedestrians to cross a street. Marked crosswalks are intended to provide pedestrians with a feeling of confidence that it is safe to cross a street at a marked location and to give drivers adequate warning to expect that pedestrians will be in the roadway. However, marked crosswalks can also prompt many pedestrians to feel a false sense of safety when using a marked crosswalk.

This policy covers where and how to mark crosswalks, related to the following topics:

- General Crosswalk Location Principles
- Traffic Engineering Studies
- Marking Crosswalks at Unsignalized Intersections
- Marking Crosswalks at Controlled Intersections
- Marking Crosswalks at Mid-Block Locations
- Removal of Crosswalk Markings
- Crosswalk Stripping Patterns

This policy replaces the existing City Department of Public Works policy on 'Crosswalks on Through Streets', dated March 12, 2012.

General Crosswalk Location Principles

It is recognized that pedestrians are sensitive to out-of-the-way travel and that reasonable accommodations should be made to make crossings both convenient and safe allowing pedestrians to cross streets at regular intervals.

The following general principles should be considered when identifying pedestrian crosswalk locations:

1. Arterial street crosswalk locations should be consistent with the City of De Pere *Bicycle and Pedestrian Plan*. Depending on the street network configuration and intersection spacing, pedestrians in dense urban areas should not be expected to walk more than 400 feet out their way to cross a street to reach their destination.
2. Marked crosswalks should be installed where there is:
    a. A substantial conflict between vehicle and pedestrian movements,
    b. Where significant pedestrian concentrations occur,
    c. Where pedestrians would not otherwise recognize the proper place to cross, and
    d. Where traffic movements are controlled
3. Crosswalks should not be installed at locations where sidewalks do not exist.

The widely used national guideline regarding crosswalk markings is documented in the *Manual on Uniform Traffic Control Devices* (*MUTCD*) Section 3B-17 and 3B-18 (6). It states that crosswalks should be marked at all intersections where there is a substantial conflict between vehicular and pedestrian movements.

The Federal Highway Administration (FHWA) advises that the overuse of crosswalk markings should be avoided to maximize their effectiveness. Crosswalks and sign treatments (such as the "State Law – Yield to Pedestrians" and rectangular rapid flash beacon signs – RRFB's) should be used discriminately within a city so that the effectiveness of these treatments is not deteriorated by overuse. Although these treatments may be effective at individual locations, overuse of these treatments city-wide may lead to a decrease in their value as drivers can become desensitized to them.

National pedestrian safety research studies documented in the FHWA Report HRT-04-100, *'Safety Effects of Marked versus Unmarked Crosswalks at Uncontrolled Locations'*, September, 2005 concluded that there is no significant effect on pedestrian crashes between marked versus unmarked crosswalks under the following conditions:

- Two-lane streets
- Multilane streets without raised medians and ADT's below 12,000 vpd
- Multilane streets with raised medians and ADT's below 15,000 vpd

The research report also concludes that crosswalks should not be marked on 2-lane roadways with ADT's greater than 9,000 vpd, or 4-lane roadways with average daily traffic (ADT's) greater than 12,000 vpd, unless other special treatments such as median refuge islands, curb extensions, overhead lighting, pedestrian activated signals or warning lights are provided along with a Traffic Engineering Study that concludes pedestrian safety will be improved by the special treatments.

For multilane streets with ADT's above these volumes, it can be expected that there will be a significant increase in pedestrian crashes on streets with marked crosswalks, compared to streets with unmarked crosswalks (after controlling for traffic ADT and pedestrian ADT). Table 1 provides initial guidance on whether an uncontrolled location might be a candidate for a marked crosswalk and/or whether additional geometric and/or traffic control improvements are needed.

Marked crosswalks may be installed on 4-lane streets without a raised median with a 35 mph or less posted speed limit and ADT's exceeding 15,000 vpd with the installation of a pedestrian signal such as a 'High-Intensity Activated Crosswalk' (HAWK) beacon' or 'Rectangular Rapid Flashing Beacon' (RRFB's) as shown on Table 1. The installation of HAWK beacons should satisfy the *MUTCD* Warrant requirements. Figure 1 provides a Crosswalk Request and Enhancement Process Flow Chart based on the information in Table 1 and the crosswalk location principles described above.

Table 1: Guidelines for Installing Marked Crosswalks and Other Needed Pedestrian Safety Improvements at Uncontrolled Locations*

Roadway Type (Number of Travel Lanes and Median Type)	Vehicle ADT < 9,000			Vehicle ADT >9,000-12,000			Vehicle ADT >12,000-15,000			Vehicle ADT >15,000		
	Speed Limit (mph)**											
	<30	35	40	< 30	35	40	< 30	35	40	<30	35	40
Two lanes	C	C	P	C	C	P	C	C	N	C	P	N
Three lanes	C	C	P	C	P	P	P	P	N	P	N	N
Multilane (4 of more lanes) with raised median***	C	C	P	C	P	N	P	P	N	N	N	N
Multilane (4 or more lanes) without raised median	C	P	N	P	P	N	N	N	N	N	N	N

These guidelines include intersection and midblock locations with no traffic signals or stop signs on the approach to the crossing. They do not apply to school crossings. A two-way center turn lane is not considered as a median. Crosswalks should not be installed at locations that could present an increased safety risk to pedestrians, such as where there is poor sight distance, complex or confusing designs, a substantial volume of heavy trucks, or other dangers, without first providing adequate design features and/or traffic control devices. Adding crosswalks alone will not make crossing safer, nor will they necessarily result in more vehicles stopping for pedestrians. Whether marked crosswalks are installed, it is important to consider other pedestrian facility enhancements (e.g., raised crosswalks, traffic signal, roadway narrowing, enhanced overhead lighting, traffic taming measures, curb extensions), as needed to improve the safety of the crossing. These are general recommendations, good engineering judgement should be used in individual cases for deciding where to install crosswalks.

** Where the speed limit exceeds 40 mph marked crosswalks alone should not be used at unsignalized locations.

The Legend for Table 1 is as follows:

C = Candidate sites for marked crosswalks. Marked crosswalks must be installed safely and selectively. Before installing new marked crosswalks, an engineering study is needed to determine whether the location is suitable for a marked crosswalk. For an engineering study, a site review may be sufficient at some locations, while a more in-depth study of pedestrian volume, vehicle speed, sight distance, vehicle mix, etc. may be needed at other sites. It is recommended that a minimum of 20 pedestrian crossings per hour (or 15 elderly and/or child pedestrians) exist at a location before placing a high priority on the installation of a marked crosswalk.

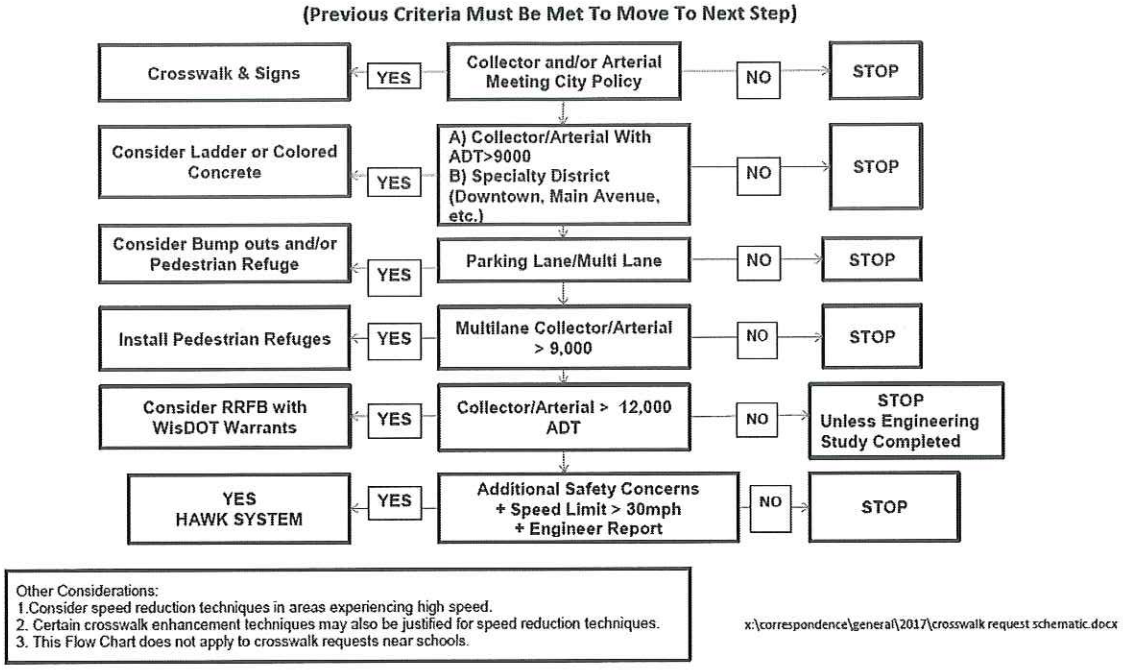
P = Possible increase in pedestrian crash risk may occur if crosswalks are added without other pedestrian facility enhancements. These locations should be closely monitored and enhanced with other pedestrian crossing improvement measures, if necessary, before adding a marked crosswalk.

N = Marked crosswalks alone are not sufficient, since crash risk may be increased due to providing a marked crosswalk alone. Consider using other treatments, such as traffic taming treatments, traffic signals with pedestrians signals where warranted, or other substantial crossing improvements to improve crossing safety for pedestrians.

*** The raised median or crossing island must be at least 4 feet wide and 6 feet long to adequately serve as a refuge area for pedestrians in accordance with MUTCD and American Association of State Highway and Transportation Officials (AASHTO) guidelines.

Source: *Guidance for Installation of Pedestrian Crosswalks on Minnesota State Highways,* October, 2005

Figure 1: Crosswalk Request and Enhancement Process Flow Chart



Traffic Engineering Studies

A traffic engineering study is required to determine if the guidelines in this Policy and *MUTCD* warrants are satisfied for the installation of a marked crosswalk at a particular location. The components of a Traffic Engineering Study will vary by location, but typically should include consideration of:

- Speed and volume on the street involved
- Pedestrian volume, age and level of mobility
- Location of pedestrian origins and destinations and crossing patterns
- Existing sidewalk network and sidewalk ramps
- Adequacy of sight distances and absence of sight obstructions
- Street characteristics including grade, curvature, pavement markings, pavement widths, number of vehicle and bicycle lanes
- Location of adjacent driveways
- On-street parking
- Street lighting
- Location of drainage structures
- Distance to nearest marked crossing
- Traffic signal progression
- Potential for rear-end crashes

Crosswalk Markings at Unsignalized Intersections
Pedestrian crosswalks should not be installed at street intersections that are not controlled by a traffic signal, a STOP sign or a YIELD sign unless all of the following criteria are met:

- The speed limit is 40 mph or less; and
- There are 20 or more pedestrians using the crossing per hour during the peak morning and evening traffic time periods (lower volumes may be considered if a large percentage of the pedestrians consist of young, elderly or disabled pedestrians; or 15 or more pedestrians per hour during multiple hours throughout the day; and
- The two-way traffic ADT for the street exceeds 4,000 vpd; and
- A sidewalk or adequate shoulder is provided for use by pedestrians on both sides of the street approach; and
- There is not another crosswalk across the same roadway within 400 feet of the intersection; and
- Adequate stopping sight distance (equal to or exceeding that for the posted speed) is available in both directions as determined in accordance with guidance contained in the American Association of State Highway and Transportation Officials (AASHTO) '*Policy on the Design of Highways and Streets'.*

Additional design treatments such as crosswalk signing, pedestrian median refuge islands, advance stop bars, HAWK beacons or RRFB's should be considered for crosswalks on streets with four or more moving traffic lanes. The installation of HAWK or RRFB's should satisfy the following criteria.

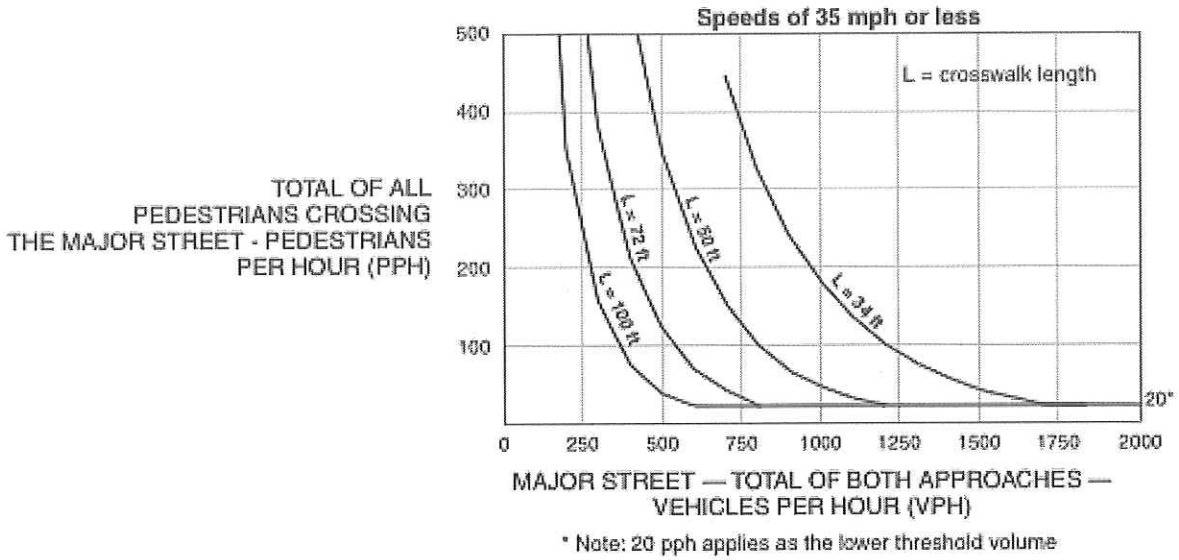
HAWK beacons can be evaluated for marked crosswalk locations with significant pedestrian demand that satisfy the *Manual on Uniform Traffic Control Devices* (*MUTCD)* traffic speed and volume warrants. In general, they should be used if:

1) There are an insufficient number of gaps in traffic to permit pedestrians to cross;
2) Vehicle speeds on the major street are too high to permit pedestrians to cross safely; or
3) Pedestrian delay is excessive.

Bus stop and school crossings are frequently good locations to consider HAWK beacons.

Figure 2 from the *MUTCD* identifies threshold criteria for the installation of HAWK beacons, shown with curves, for various crosswalk lengths based on the number of pedestrians and traffic volume for streets with traffic speeds of 35 mph or less. If pedestrian and traffic volumes exceed the threshold curve criteria, a HAWK beacon may be considered.

Figure 2: MUTCD Recommended Traffic Thresholds for HAWK Beacon Consideration



The WisDOT *Traffic Guidelines Manual,* Section 4-5-2 indicates that RRFB's may be considered based if the following conditions exist:

- Location is an uncontrolled pedestrian crossing.
- Minimum volume* thresholds should be met:
  - 20 or more pedestrians during a single hour (any four consecutive 15-minute time periods) of an average day, or
  - 18 or more pedestrians during each of any two hours of an average day, or
  - 15 or more pedestrians during each of any three hours of an average day.

  *Young (<12), elderly (>85) and disabled pedestrians count 2X toward volume thresholds. Additionally, seasonal day volumes can be used in place of average day volumes if the crossing is a known tourist area.
- A minimum vehicle volume of 1,500 vehicles per day.
- Maximum of four lanes crossed, unless there is a raised median, in which case it can be five lanes.
- There exists a minimum of 300 feet between the subject crossing and the nearest controlled pedestrian crossing or intersection traffic control device on the state trunk highway system. Consideration should be given to extending this distance beyond 300 feet if the proposed crosswalk location falls within an auxiliary turn lane for the nearby intersection or if the standing queue from the intersection extends over the proposed crosswalk location.
- The approach speed is posted at 40 mph or less.
- Adequate stopping sight distance exists based on FDM 11-10-5 or greater than 8 times the posted speed limit.

Crosswalk Markings at Controlled Intersections
Unless a pedestrian crossing is prohibited, marked crosswalks should be provided at all intersection approaches controlled by traffic signals. Intersection approaches controlled by STOP signs can be recommended for marked crosswalks if any of the following conditions apply:

- Crosswalk is located in a school area; or
- Elderly or disabled pedestrian volumes of 20 or more per hour are expected during the peak hour of pedestrian demand; or
- Pedestrian volumes of 60 or more are expected during the peak hour of pedestrian demand and traffic volumes of 6,000 vpd are expected to cross over the crosswalk; or
- Safety or efficiency reasons dictate directing pedestrians to a particular leg of an intersection; or STOP sign approach on a major or minor arterial street.

Crosswalk Markings at Mid-Block Locations
Mid-block crosswalks should only be installed if marked and established by a Traffic Engineering Study and approved by City Council action. Midblock crossings should only be installed at locations where pedestrians would be expected to need to cross the street. Because mid-block pedestrian activity is not expected by drivers, additional safety measures including signage, parking restrictions and HAWK beacons or RRFB's should be installed. Other pedestrian safety measures can include curb bulbouts. Mid-block crosswalks should only be installed if the following conditions exist:

- Mid-block crosswalks should be considered only if there is sufficient demand according to the following criteria:
    - Pedestrian volumes exceed 40 or more during the peak hour of pedestrian demand; or
    - Significant pedestrian trip generators (such as schools, parks or commercial buildings) are on both sides of the street between controlled intersections.
- The location is more than 300 feet from a controlled intersection;
- Adequate stopping sight distance exists between approaching motorists and pedestrians starting to cross the proposed crosswalk;
- The crosswalk location has adequate street lighting; and
- Safety considerations attributed to roadway configuration, traffic volumes or speeds do not preclude establishing a crosswalk.

Removal of Crosswalk Markings
These guidelines should not be used to justify removal of existing crosswalk markings. In most circumstances, additional safety measures should be considered prior to removal of crosswalk markings.

In general, removal of existing crosswalks should be avoided. In exceptional cases, closing a crosswalk or keeping a crosswalk closed may be justified even if a crosswalk meets the criteria outlined elsewhere in this Policy.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Ann Ledvina**
SUBJECT:	**Recommendation from the License Committee regarding the application for a Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for ReDesign & Consign, LLC (DBA ReDesign & Consign, LLC) 662A George St. Submitted by ReDesign and Consign LLC; Agent: Lisa Van Remortel.**

ATTACHMENTS:

- ReDesign & Consign Kristen Johnson Memo_5.18.21 (PDF)
- ReDesign & Consign Application_5.18.21 (PDF)
- ReDesign & Consign Letter_5.18.21 (PDF)

MEMORANDUM

TO: Alderperson Dan Carpenter, Chair
License Committee Members
Mayor James Boyd
Members of the Common Council

FROM: Kristen Johnson, Assistant City Attorney

DATE: May 18, 2021 (meeting date)

RE: ReDesign & Consign, LLC Application for Class B Combination License (on premise consumption)

ReDesign & Consign, LLC submitted an application for a Class B Combination Liquor License for on premise consumption which is on the License Committee agenda for consideration. The purpose of this memo is to provide the Committee and Council with an analysis of §7-2 DPMC, which allows liquor licenses to be issued to certain recreation premises, and how the information provided by the applicant could be analyzed using the requirements of the ordinances.

De Pere Municipal Code §7-2 states:

> (h) *Recreation premise.* For purposes of Wis. Stats. §125.32(3m)(i), incorporated by reference under Sec. 7-1 of this Chapter, "recreation premises" means:
> (1) a premises in which an organized and regularly conducted recreational activity takes place.
> (2) Recreational activity means an activity primarily offered and undertaken for the purpose of exercise, relaxation, culture or education, including practice or instruction in any such activity.

To qualify as a "recreation premises" under city ordinance, the applicant must provide sufficient information for the Committee and Council to determine:

- the premises is a place where organized "recreational activity" regularly takes place;
- the "recreational activity" is undertaken primarily for the purpose of exercise, relaxation, culture or education;
- the "recreational activity" can include practice or instruction in the organized activity.

Put another way, a premise can qualify as a "recreation premise" only if it regularly offers organized activity that its customers engage in primarily for exercise, relaxation, culture or education (or instruction in said activity).

Although the ordinance does not define what constitutes "exercise, relaxation, culture or education," the ordinance does require they consist of an activity. Since the ordinance does not provide specific definitions, common definitions and usage of the words are looked to in order to determine the meaning and intent of the language.

Miriam-Webster's Collegiate Dictionary (10th Edition) provides the following definitions:

Exercise:

to train; the regular or repeated use of a faculty or bodily organ; bodily exertion for the sake of developing or maintaining physical fitness; something practiced or performed in order to develop, improve, or display a special skill.

Relaxation/Relax

the act of relaxing or state of being relaxed; a relaxing or recreative state of activity or pastime or diversion; to make less rigid or less tense; to relieve from tension; to make less severe or stringent –modify.

Culture

the act of developing the intellectual and moral faculties; enlightenment and excellence of taste acquired by intellectual and aesthetic training; acquaintance with and taste in fine art, humanities and broad aspects of science as distinguished from vocational and technical skills; the customary beliefs, social forms and material traits of a racial, religious or social group.

Education/Educate

to train by formal instruction and supervised practices, especially in a skill, trade or profession; to develop mentally, morally, or aesthetically especially by instruction; to provide with information-inform; teach; the knowledge and development resulting from an educational process.

The supplemental information provided by the license applicant gives information concerning various activities to be offered at the premises, most of which could fall into the "education" category. For example, the events include instructions on updating used furniture, creating/building homemade items, and decorating classes. By providing a monthly breakdown of classes and activities, the Committee and Council could determine the applicant intends on offering recreational activity on a regular basis.

If you have any questions or concerns prior to the meeting, feel free to call me at 339-4070 or email me at kkjohnson@deperewi.gov.

KKJ

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Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 5/1/2021 (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 ☒ Limited Liability Company ☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number	
FEIN Number 86-2312668	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$
TOTAL FEE	$

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

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

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

1. Trade Name ReDesign & Consign, LLC Business Phone Number (920) 471-8393
2. Address of Premises 622A George St. Post Office & Zip Code 54115
3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
ReDesign & Consign, LLC intends to only use wine and beer during educational events such as: floral design, furniture repurposing, Holiday decorating, Art Walk in De Pere, etc. ReDesign & Consign will never have the intentions of selling Beer or Wine. They will strictly be used for event purposes at the 622A George St. location. The alcohol will be stored in the back room away from customers.
4. Legal description (omit if street address is given above): _____
5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ..... ☐ Yes ☒ No

   (b) If yes, under what name was license issued? _____

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

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

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

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

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

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title/Member	Date
VanRemortel, Lisa, M	Owner	4/22/21
Signature	**Phone Number**	**Email Address**
Lisa M VanRemortel	(920)471-8393	lisae redesignandconsign.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
4-29-21			
Date license granted	**Date license issued**	**License number issued**	

AT-106 (R. 3-19)

622A George Street
De Pere, Wi, 54115

May 3rd, 2021

Members of License Committee, City of De Pere
c/o Carey Danen
335 So. Broadway
De Pere Wi, 54115

To the Members of the License Committee:

Thank you for considering a Class B Combo-Recreation Premise liquor license for the brick and mortor premise of ReDesign & Consign located in downtown De Pere in the Baeten Building at 622A George St.

It is the vision of ReDesign & Consign to inspire and educate the community of De Pere, and it's surrounding areas, of the importance of reusing, repurposing and reclaiming historical, as well as, modern day items within our homes and offices in order to maintain organization and beauty within our spaces.

Under the ordinance 18-16, which was adapted in August of 2018 by Common Council, the term "recreational premise" was added to the 7-2 De Pere Municipal Code; defining the term "recreational premise" as the following:

1) A premise in which an organized and regularly conducted recreational activity takes place
2) The recreational activity means an activity primarily offered and undertaken for the purpose of exercise, relaxation, culture and education, including practice or instruction in any such activity.

The primary intention of our events is to educate, instruct and bring culture to the community of De Pere and surrounding areas. The events provided will add to the new vibrancy in downtown De Pere; bringing more and more people to the area. Below is a schedule and description of educational events through the end of the year and into 2022:

- June: flip ur furniture
  - This will provide the participant an instructed opportunity to update any small piece of furniture; antique, vintage, retro or new, through paint, stain, hardware and various other mediums needed for the purpose.
- July: understanding ur furniture
  - What does antique, vintage, retro mean? What kind of wood is this piece? Why is this important? Why hang on to the past? All of these questions will be answered by an area furniture historian.
- August: from chaos to de-clutter

  - Local organizational professional, Lisa Van Remortel, will provide participants with tips to turn their homes and offices into a place of organized living instead of chaotic mess. Perfect time before back to school
- September: Decorate ur table for the Holidays without all the stress
  - Local decorator and former design manager of Steins, Jane Dohms, will teach our participants how to decorate their tables easily for all the upcoming holidays without having to change up too much from one season to the next. Both cost effective and stress-free.
- October: Create your own lazy susan
  - Participants will design, build and create their very own table-top lazy susan by painting, constructing, and adding hardware. Can be used at the dining table or for show-casing your favorite decorations.
- November: Garland Greats
  - Local decorator and former design manager of Steins, Jane Dohms, will teach our participants how to create the perfect garland for any area of their home.
- November: Gift on giftwrapping
  - Participants will have the opportunity to wrap some of their special gifts with the help of the ReDesign & Consign team and all the goodies to go on top to make the gift extra special!
- December: Homemade ornaments and gifts
  - Participants who want to give a gift from their hearts and hands will have the opportunity to do just that during this event. The Redesign & Consign team will provide all the instruction and materials to make that creative gift.
- January: How to hold on to that New Years Resolution
  - Nationally certified aerobics instructor and professional organizer, Lisa Van Remortel, will train and encourage event tenders on how to set goals in both exercise and home organization and stick with them.
- February: Add a splash of color to your space
  - De Pere area Interior Designers, Lewis & Rose, will teach the participants how to add color to their space without all the cost.

The above is just an example of the education and cultural events ReDesign & Consign will hold consistently through the year. As you can see by the schedule, the events meet the above definition of "recreational premise". Offering liquor and refreshments at the events as an option will only enhance the cultural experience.

As the owner of ReDesign & Consign, I ask the committee to consider accepting my application for a Class B-Combo liquor license. I have full intentions of taking the "Responsible Beverage Server" class and will be at all events to insure they follow guidelines of the license.

Thank you for your consideration,

Lisa Van Remortel
lisa@redesignandconsign.com
920-471-8393

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Ann Ledvina**
SUBJECT:	**Recommendation from the License Committee regarding the renewal applications for the licensing period of July 1, 2021 to June 30, 2022.**

ATTACHMENTS:

- License Renewal List_5-18-21 (PDF)

May 18, 2021 License Committee Meeting

Renewal Applications for Class "A" Fermented Malt Beverage Licenses, "Class A" Liquor Licenses, Class "B" Fermented Malt Beverage Licenses, "Class B" Liquor Licenses, and Reserve "Class B Liquor" Licenses for the licensing period of July 1, 2021 to June 30, 2022.

CLASS "A" BEER

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

CLASS "A" BEER & "CLASS A" LIQUOR

1. Aldi Inc (Wisconsin) (DBA Aldi #53), 1100 Main Av. Submitted by Aldi Inc (Wisconsin). Agent: Michael Cegelski, Green Bay, WI.

2. The Day Spa Ltd (DBA The Day Spa), 600 N 10th St. Submitted by The Day Spa Ltd. Agent: Kathleen F. Schmaltz, Green Bay WI.

3. M & H Mart, LLC (DBA De Pere Mini Mart), 821 George St. Submitted by M & H Mart, LLC. Agent: Min Bogati, Green Bay, WI.

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

5. Kwik Trip, Inc (DBA Kwik Trip 1060), 1620 Lawrence Dr. Submitted by Kwik Trip, Inc. Agent: Daniel Schmidt, Wrightstown, WI.

6. Kwik Trip Inc (DBA Kwik Trip 127), 746 Main Av. Submitted by Kwik Trip Inc. Agent: Sandra Perkins, De Pere, WI.

7. Smithmaker Artisan Co. LLC (DBA Smithmaker Artisan Co.), 116 N. Broadway. Submitted by Smithmaker Artisan Co. LLC. Agent: Ruth Fameree, De Pere, WI.

8. Walgreen Co. (DBA Walgreens #15637), 150 Wisconsin St. Submitted by Walgreen Co. Agent: Toni Minor, Howard, WI.

9. Walgreen Co. (DBA Walgreens #10235), 901 Main St. Submitted by Walgreen Co. Agent: Matthew Queensberry, De Pere, WI.

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

CLASS "B" BEER & "CLASS B" LIQUOR

1. Baba Louies, LLC (DBA Baba Louis), 419 Main Av. Submitted by Bab Louies, LLC. Agent: James Kropp, Green Bay, WI.

2. Caliente Inc (DBA Caliente Mexican Restaurant), 623 George St. Submitted by Caliente Inc. Agent: Ann M. De Cleene, De Pere, WI.

3. Gregory J. Cornell and Jacob P. Vieau (DBA C&C Pub and Grill), 600 George St. Submitted by Gregory J. Cornell and Jacob P. Vieau. De Pere WI.

4. Al Chris, (DBA Drift Inn), 1535 N. Ashland Av. Submitted by Al Chris. Agent: Gail Kozlovsky, De Pere, WI.

5. El Maya Mexican Restaurant, Inc. (DBA El Maya Mexican Restaurant), 1049 Main Av. Submitted by El Maya Mexican Restaurant. Agent: Fe Montalvo, Kaukauna, WI.

6. Harp & Eagle, LTD (DBA The Ennis Inn), 201 James St. Submitted by Harp & Eagle, Ltd. Agent: Ashley Oates, Green Bay, 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. GSO LLC (DBA Julie's Café/Brickhouse), 500 Grant St. Submitted by GSO LLC. Agent: Troy M. Metzler, De Pere WI.

9. George Street Bar, LLC (DBA McGeorges Pub), 415 George St. Submitted by George Street Bar LLC. Agent: Leslie M. Conard, De Pere, WI.

10. Bullseye 708 LLC (DBA Pub 338), 338 Main Av. Submitted by Bullseye 708 LLC. Agent: Leslie M. Conard, De Pere, WI.

11. Stella's on Main (DBA Stella's on Main), 401 Main Av. Submitted by Stella's on Main. Agent: William Schleis, Green Bay, WI.

12. JPG Inc (DBA Swan Club/Island Sushi), 875 Heritage Rd. Submitted by JPG Inc. Agent: Greg J. De Cleene, De Pere, WI.

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

1. Shannon's Haystack, LLC (DBA Chatterhouse 2016), 614 George St. Submitted by Shannon's Haystack, LLC. Agent: Kevin Charles, De Pere, WI.

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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Ann Ledvina**
SUBJECT:	**A. Class "A" Fermented Malt Beverage License**

ATTACHMENTS:

- Renewal Class A Beer Liquor License Application_5.18.21 (PDF)

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

Renewal Alcohol Beverage License Application

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

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

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

County of BROWN

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

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

Applicant's Wisconsin Seller's Permit Number 456102003938304	
FEIN Number 20-4281269	
TYPE OF LICENSE REQUESTED	**FEE**
☑ Class A beer	$
☐ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30
TOTAL FEE	$

Complete A or B. All must complete C.

A. Individual or Partnership:

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

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
WISCONSIN CVS PHARMACY, L.L.C.	ONE CVS DRIVE M/C 1160 WOONSOCKET, RI 02895

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

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

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
MOFFATT	THOMAS	S.	
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
DENALE	CAROL	A.	
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
LUKER	MELANIE	K.	
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
CLARK	JEFFREY	E.	
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
CVS PHARMACY, INC.	MEMBER		
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name CVS PHARMACY #2214 Business Phone Number 920-336-6373
2. Address of Premises 800 MAIN AVENUE Post Office & Zip Code 54115
3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) SALES FLOOR & STORAGE ROOM
4. Legal description (omit if street address is given above): _____

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

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

6. 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

   _____

   _____

   _____

   _____

7. 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

   _____

   _____

   _____

   _____

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

9. 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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
LINDA M. CIMBRON	ASSISTANT SECRETARY	2/23/21
Signature: Linda M. Cimbron	Phone Number: 401-765-1500	Email Address: nonpharmacypermits@cvshealth.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
3/18/2021		
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. 5a and/or 5b on page 2 are "YES," outline details below:

CONVICTIONS

1. NAME N/A _____ 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 18, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**B. Class "A" Fermented Malt Beverage & "Class A" Intoxicating Liquor Licenses**

ATTACHMENTS:

- Renewal Class A Beer & Class A Liquor License Applications_05.18.21 (PDF)

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

OAK #53

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

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

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

County of BROWN

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

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

Applicant's Wisconsin Seller's Permit Number 456000008901401	
FEIN Number 36-3498392	
TYPE OF LICENSE REQUESTED	**FEE**
☑ Class A beer	$ 100
☐ Class B beer	$
☐ Class C wine	$
☑ Class A liquor	$ 250
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30
TOTAL FEE	$ 380

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

ALDI, INC. (WISCONSIN)

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

President / Member Last Name: YOUNGSTROM	(First): CHARLES	(Middle Name): ERNEST	Home Address (Street, City or Post Office, & Zip Code):
Vice President / Member Last Name:	(First):	(Middle Name):	Home Address (Street, City or Post Office, & Zip Code):
Secretary / Member Last Name: PFORTMILLER	(First): TERRY	(Middle Name): EDWARD	Home Address (Street, City or Post Office, & Zip Code):
Treasurer / Member Last Name:	(First):	(Middle Name):	Home Address (Street, City or Post Office, & Zip Code):
Agent Last Name: CEGELSKI	(First): MICHAEL	(Middle Name):	Home Address (Street, City or Post Office, & Zip Code):
Directors / Managers Last Name:	(First):	(Middle Name):	Home Address (Street, City or Post Office, & Zip Code):

1. Trade Name ALDI #53 Business Phone Number 920-278-0232
2. Address of Premises 1100 MAIN AVE Post Office & Zip Code DE PERE 54115
3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

   SINGLE STORY BRICK BUILDING. ALCOHOL BEVERAGES WILL BE SOLD ON THE SALES FLOOR AND STORED IN THE BACKROOM. ALCOHOL SALES RECORDS WILL BE KEPT IN THE OFFICE AT THE STORE.
4. Legal description (omit if street address is given above): GROCERY STORE
5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ..... ☑ Yes ☐ No

   (b) If yes, under what name was license issued? ALDI #53

OAK #53

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

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

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

9. (a) **Corporate/limited liability company applicants only:** Insert state WISCONSIN and date 12/02/86 of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☑ Yes ☐ No
PARENT COMPANY IS ALDI, INC (BATAVIA, IL)

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☑ Yes ☐ No
If yes, explain.
OFFICERS ARE INCLUDED FOR ALL WISCONSIN STORES WITH ALCOHOL PERMITS.
0% OWNERSHIP
AGENT DOES NOT HAVE ANY OTHER INTEREST

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title/Member	Date
PFORTMILLER, TERRY E.	SECRETARY	4/20/2021
Signature	**Phone Number**	**Email Address**
Terry E. Pfortmiller	414-570-1860 X116	ERIKA.ARNDT@ALDI.US

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
4/26/2021			
Date license granted	**Date license issued**	**License number issued**	

AT-106 (R. 3-19)

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7/1/2021 (mm dd yyyy) ending: 06/30/2022 (mm dd yyyy)

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

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

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

Applicant's Wisconsin Seller's Permit Number

FEIN Number 39-1740936

1.a

TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	$
☐ Class B beer	$
☐ Class C wine	$
☒ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30 -
TOTAL FEE	$

RH 160501

Complete A or B. All must complete C.

A. Individual or Partnership:

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

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
The Day Spa, Ltd	

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

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

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

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

C. Business Information

1. Trade Name The Day Spa, Ltd Business Phone Number 920 339 5250
2. Address of Premises 600 N. 10th 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.)

Main building - Except for N. & S. Lockers

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

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

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

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

---

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Schmaltz, Kathleen F	Owner	4/18/2021
Signature	**Phone Number**	**Email Address**
Kathleen F. Schmaltz	920 339 5250	Kathy.dayspascape@gmail.com

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TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
4-21-21		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____

Renewal Alcohol Beverage License Application

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

1.a

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

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

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

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

Applicant's Wisconsin Seller's Permit Number 456-1030466515-04	
FEIN Number 85-2998653	
TYPE OF LICENSE REQUESTED	**FEE**
☒ Class A beer	$
☐ Class B beer	$
☐ Class C wine	$
☒ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30.00 pd 4-26-21 R# 160700
TOTAL FEE	$

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Sharma	Hem	R	
Full Name (Last) Bogati	(First) Min	(Middle Name) B	Home Address (St
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
M&H Mart LLC	

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

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

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

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

C. Business Information

1. Trade Name Depere Mini Mart Business Phone Number 9203361519
2. Address of Premises 821 George st P Post Office & Zip Code Depere 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.) In The Cooler Cooler. Liquor Cabinet. In side the Store.

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

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Bogati Min B	Owner	
Signature	Phone Number	Email Address
	414-241-8809	Bogatimin49@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
4/26/21		
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7-1-21 (mm dd yyyy) ending: 6-30-22 (mm dd yyyy)

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

County of Brown

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

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

Applicant's Wisconsin Seller's Permit Number

FEIN Number

1.a

TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	$
☐ Class B beer	$
☐ Class C wine	$
☒ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30 pd 1160769
TOTAL FEE	$

Complete A or B. All must complete C.

A. Individual or Partnership:

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

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)

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

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

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

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

C. Business Information

1. Trade Name De Pere Y-Mart Business Phone Number 920-336-6266
2. Address of Premises 1017 4th St. De Pere Post Office & Zip Code 54115
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... ☒ Yes ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

C-Store / Gas Station

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

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Green Robert Ronald	Owner	4-23-21
Signature	**Phone Number**	**Email Address**
Ronald Green	920.336-6266	rrgreen@rocketmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
4/26/01		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____

Renewal Alcohol Beverage License Application

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

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

To the Governing Body of the: ☐ Town of ☐ Village 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.

Applicant's Wisconsin Seller's Permit Number 456-0000287614-03	1.a
FEIN Number 39-1036365	

TYPE OF LICENSE REQUESTED	FEE
■ Class A beer	$ 100.00
☐ Class B beer	$
☐ Class C wine	$
■ Class A liquor	$ 250.00
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30.00
TOTAL FEE	$ 380.00

A. Individual or Partnership:

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

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Kwik Trip, Inc.	P.O. Box 2107, La Crosse, WI 54602

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

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

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

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

C. Business Information

1. Trade Name KWIK TRIP 1060 Business Phone Number 920-339-8417
2. Address of Premises 1620 Lawrence Dr 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. Premise 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 on previous page): _____

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Zietlow, Donald P.	President	4-19-20
Signature: Donald P Zietlow	Phone Number: 608-791-7385	Email Address: LicensingDept@kwiktrip.com

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TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
4/23/2021		
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Renewal Alcohol Beverage License Application

1.a

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

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

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

Applicant's Wisconsin Seller's Permit Number 456-0000287614-03	
FEIN Number 39-1036365	
TYPE OF LICENSE REQUESTED	**FEE**
■ Class A beer	$ 160.00
☐ Class B beer	$
☐ Class C wine	$
■ Class A liquor	$ 250.00
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30.00
TOTAL FEE	$ 380.00

A. Individual or Partnership:

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

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Kwik Trip, Inc.	P.O. Box 2107, La Crosse, WI 54602

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

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

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

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

C. Business Information

1. Trade Name KWIK TRIP 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. Premise 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 on previous page): _____

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

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

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

   News agent Sept. 2020

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

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Zietlow, Donald P.	President	4-19-2021
Signature: Donald P Zietlow	Phone Number: 608-791-7385	Email Address: LicensingDept@kwiktrip.com

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

Renewal Alcohol Beverage License Application

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

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

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

County of Brown

Aldermanic Dist. No. 1 (if required by ordinance)

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

Applicant's Wisconsin Seller's Permit Number: 456-1030277152-04

FEIN Number: 81-2741583

1.a

TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	$
☐ Class B beer	$
☐ Class C wine	$
☒ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30 Ck # 16085
TOTAL FEE	$

Complete A or B. All must complete C.

A. Individual or Partnership:

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

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
SmithMaker Artisan Co LLC	116 N Broadway De Pere, WI 54115

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

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

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

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

C. Business Information

1. Trade Name SmithMaker Artisan Co — Business Phone Number 920-632-7461
2. Address of Premises 116 N Broadway — 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.) Alcohol will be displayed and sold on main sales floor at 116 N Broadway. Any overflow that cannot be displayed will be stored in the storage rooms at 116 N. Broadway.

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

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

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

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

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

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Fameree Ruth M	Owner	4/28/2021
Signature	**Phone Number**	**Email Address**
Ruth M. Fameree	704-351-1681	ruth@wiarthsan.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
4/29/2021		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____

Renewal Alcohol Beverage License Application

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

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

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

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

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

Applicant's Wisconsin Seller's Permit Number 456-0000455404-05	
FEIN Number 36-1924025	
TYPE OF LICENSE REQUESTED	**FEE**
☒ Class A beer	$
☐ Class B beer	$
☐ Class C wine	$
☒ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30.00
TOTAL FEE	$ 30.00 pd 16019

Complete A or B. All must complete C.

A. Individual or Partnership:

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

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Walgreen Co.	PO Box 901, Deerfield, IL 60015

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

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

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

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

C. Business Information

1. Trade Name Walgreens #15637 Business Phone Number 920-278-3241
2. Address of Premises 150 Wisconsin Street Post Office & Zip Code De Pere, WI 54115
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? . . . . . Yes ☒ ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Retail drug store with sundries in a one-story building - 18,300 square feet.

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

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

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

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

   Officer Change

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

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Hora, Lisa - License Team Lead	Senior Vice President	4/16/21
Signature	Phone Number	Email Address
LBadgley	847-527-4208	taxlicenserenewals@walgreens.com

Lisa Badgley, Senior Vice President

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
4/29/21		
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____

Renewal Alcohol Beverage License Application

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

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

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

County of Brown

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

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

Applicant's Wisconsin Seller's Permit Number 456-0000455404-05	
FEIN Number 36-1924025	
TYPE OF LICENSE REQUESTED	**FEE**
☒ Class A beer	$
☐ Class B beer	$
☐ Class C wine	$
☒ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30.00
TOTAL FEE	$ 30.00 fd 160920

Complete A or B. All must complete C.

A. Individual or Partnership:

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

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Walgreen Co.	PO Box 901, Deerfield, IL 60015

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

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Queensberry	Matthew	W.	[illegible]

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

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

C. Business Information

1. Trade Name Walgreens #10235 Business Phone Number 920-983-6153
2. Address of Premises 901 Main Street Post Office & Zip Code De Pere, WI 54115
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? . . . . . Yes ☒ ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Retail drug store with sundries in a one-story building - 14,820 square feet.

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

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

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

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

   Officer Change

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

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Hora, Lisa - License Team Lead	Senior Vice President	4/16/21
Signature	Phone Number	Email Address
	847-527-4208	taxlicenserenewals@walgreens.com

Lisa Badgley, Senior Vice President

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
4/29/21		
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7/01/21 (mm dd yyyy) ending: 6/30/22 (mm dd yyyy)

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

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

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

Applicant's Wisconsin Seller's Permit Number: 456-1030558750-04

FEIN Number: 86-2061505

1.a

TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	$
☐ Class B beer	$
☐ Class C wine	$
☒ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$
TOTAL FEE	$ 30 Pd 1160918

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
[redacted] Johnson	Patricke	Whitney	
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Johnson	Desislava	Saeva	
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Saeva Johnson Liquor LLC	813 Main Ave DePere, WI 54115

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

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

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

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

C. Business Information

1. Trade Name: The Wine Cellar — Business Phone Number: 920-336-0811
2. Address of Premises: 813 Main Avenue — Post Office & Zip Code: 54115
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☑ Yes ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Store is located in Multi unit complex located at 813 Main Ave. DePere. Main selling floor and coolers are 5400 sq. ft, there are two additional storage rooms in the back of the store.

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

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

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

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

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

   I have only had ownership of the store since 4/30/21

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Johnson Patrick W	President	5/01/21
Signature	**Phone Number**	**Email Address**
	920-265-9853	info@winecellardepere.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
5/3/2021		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME Patrick Johnson STATUTE NO./LOCAL ORDINANCE _____
   CHARGE Party to Manf. THC WHERE CONVICTED Brown Co.
   DATE 07/96 PENALTY 90 days jail / 3 yrs probation ☐ MISDEMEANOR ☑ FELONY
2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
   CHARGE _____ WHERE CONVICTED _____
   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
   CHARGE _____ WHERE CONVICTED _____
   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Ann Ledvina**
SUBJECT:	**C. Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor Licenses**

ATTACHMENTS:

- Renewal Class B Beer & Class B Liquor License Applications_05.18.21 (PDF)

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

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7/01/2021 (mm dd yyyy) ending: 6/30/2022 (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of DE PERE, WI

County of BROWN

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

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

Applicant's Wisconsin Seller's Permit Number: 456-1028971319-02

FEIN Number: 47-3801043

1.a

TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$
TOTAL FEE	$

Complete A or B. All must complete C.

A. Individual or Partnership:

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

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
BABA LOUIES LLC	

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

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

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

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

C. Business Information

1. Trade Name BABA LOUIES — Business Phone Number 920 336 9885
2. Address of Premises 419 MAIN AV — 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.) 2 x 44' x 90' BUILDINGS AND 2 x 44' x 145' LOTS LOCATED AT 419-421 MAIN AV, DE PERE, WI INCLUDES ALL ROOMS IN BOTH BUILDINGS

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

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

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

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

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☐ Yes ☒ No
   WILL FILE ON MAY 15, 2021

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
KROPP, JAMES J.	MEMBER / OWNER	4-29-2021
Signature	**Phone Number**	**Email Address**
James J Kropp	920 737 2503	BABALOUGB@AOL.COM

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
4/30/2021		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7/1/21 (mm dd yyyy) ending: 6/30/22 (mm dd yyyy)

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

County of Brown

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

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

Applicant's Wisconsin Seller's Permit Number: 456-0001673023-03

FEIN Number: 20-0743906

1.a

TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$
TOTAL FEE	$

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
DeCleene	Greg	J	
DeCleene	Ann	M	

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Caliente Inc.	

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

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

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

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

C. Business Information

1. Trade Name: Caliente — Business Phone Number: 920.336.8737
2. Address of Premises: 623 George 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.) 1st Floor Front and Back Patio, Front Sidewalk, Side of the Building Sidewalk, 2nd Floor, Basement, Kitchen

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

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

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

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

---

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
DeCleene, Greg J.	President	4/5/2021
Signature	**Phone Number**	**Email Address**
Greg DeCleene	920.336.8737	gjdecleene5@aol.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
4-8-21		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____

Renewal Alcohol Beverage License Application

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

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

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

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

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

Applicant's Wisconsin Seller's Permit Number: 456-1023823988-03

FEIN Number: 39880382

1.a

TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30.00
TOTAL FEE	$

Lot # 160637

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
CORNELL	GREGORY	J.	
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
VIEAU	JACOB	P.	
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)

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

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

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

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

C. Business Information

1. Trade Name C&C PUB AND GRILL Business Phone Number (920) 425-4948
2. Address of Premises 600 GEORGE 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.) KITCHEN, GARAGE, BASEMENT, BAR AREA, REAR LOT CAFE

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

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
VIEAU, JACOB P.	PARTNER	04/23/2021
Signature	**Phone Number**	**Email Address**
Jacob Vieau	(920) 362-8270	jacobvieau.yahoo.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
4/25/2021		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____

Renewal Alcohol Beverage License Application

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

1.a

For the license period beginning: _____ *(mm dd yyyy)* ending: _____ *(mm dd yyyy)*

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

County of Brown

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

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

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	

TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30 Rd 160931
TOTAL FEE	$

Complete A or B. All must complete C.

A. Individual or Partnership:

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

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
AL Chris	1535 N Ashland Ave

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

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

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

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

C. Business Information

1. Trade Name Draft Inn — Business Phone Number 920 336 5929
2. Address of Premises 1535 N Ashland Ave — Post Office & Zip Code DePere Wis
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 - Dinning Room
   Att. Sheet

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

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Koslowsky Paul	owner	4/30/21
Signature	**Phone Number**	**Email Address**
Paul M Koslowsky	920 676 8549	RK2525@SBCGLOBAL.NET

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
5/3/21		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

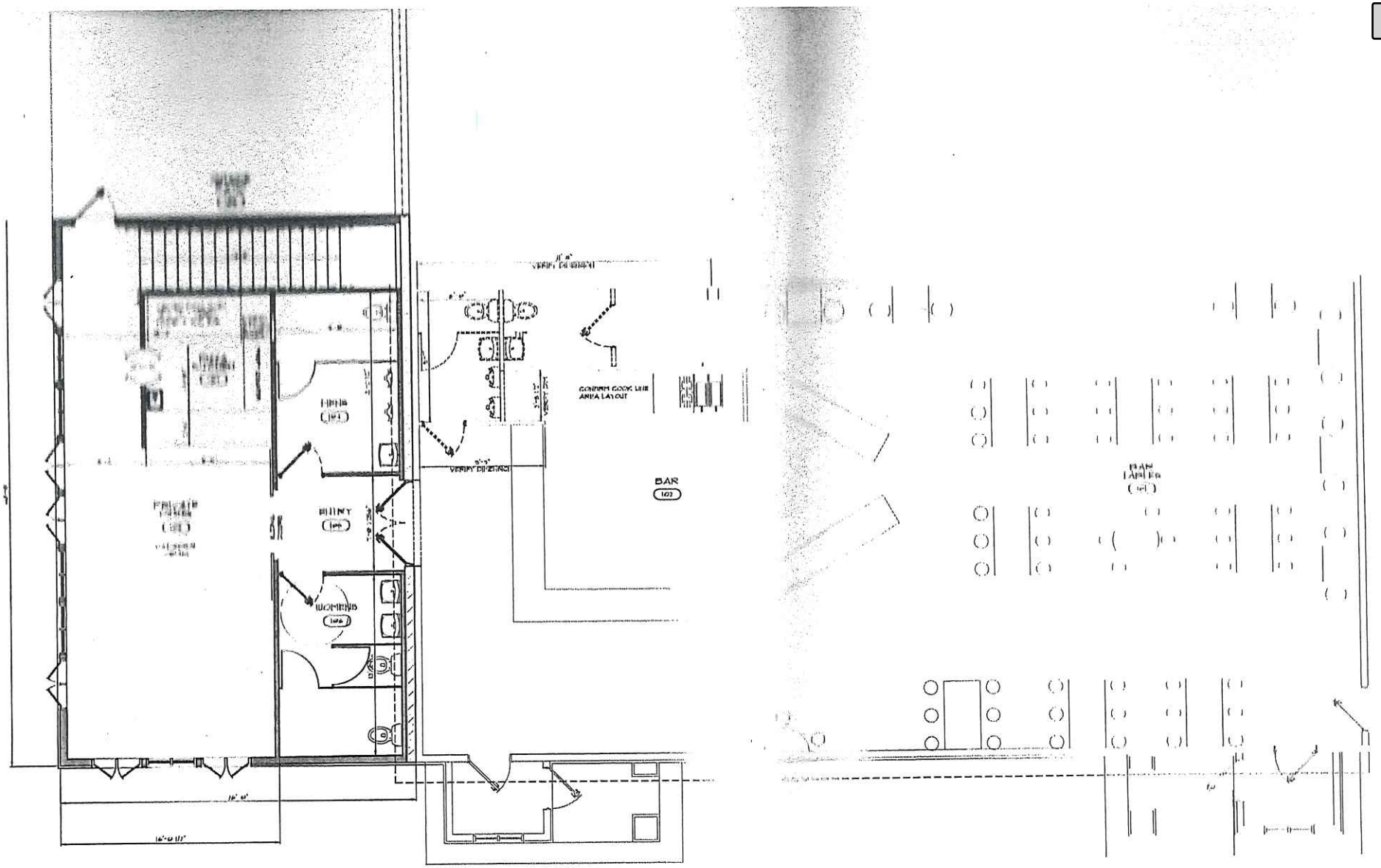
   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____



FLOOR PLAN @ SCALE: 1/4" = 1'-0"

Att. Sheet

Renewal Alcohol Beverage License Application

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

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

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

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

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

Applicant's Wisconsin Seller's Permit Number 456-1028200099-02	
FEIN Number 46-1083149	
TYPE OF LICENSE REQUESTED	**FEE**
☐ Class A beer	$
☑ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☑ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$
TOTAL FEE	$ 30-

R# 160873

Complete A or B. All must complete C.

A. Individual or Partnership:

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

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
EL MAYA MEXICAN RESTAURANT	1049 MAIN AVE, DE PERE, WI 54115

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

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

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

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

C. Business Information

1. Trade Name EL MAYA MEXICAN RESTAURANT Business Phone Number 920-632-4648
2. Address of Premises 1049 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.) Restaurant w/ seating for 120, separate kitchen

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

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
RIVAS, MARY	PRESIDENT	4-28-21
Signature	Phone Number	Email Address
	(920) 632-43-48	mary.rivas90@yahoo.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
4-30-21		
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

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

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

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

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

Applicant's Wisconsin Seller's Permit Number 456-0001720493-04	
FEIN Number 39-1980178	
TYPE OF LICENSE REQUESTED	**FEE**
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 130
TOTAL FEE	$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Harp + Eagle, Ltd.

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

President / Member Last Name O'Dwanny	(First) Cary	(Middle Name) James	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name Oates	(First) Ashley	(Middle Name) Marie	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name The Ennis Inn Business Phone Number (920) 347-0007
2. Address of Premises 201 James Street Post Office & Zip Code 54311
3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
   Hotel, Bar, Restaurant
4. Legal description (omit if street address is given above): _____
5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ..... ☒ Yes ☐ No
   (b) If yes, under what name was license issued? Ennis Inn and Pub

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

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

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

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

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ..... ☒ Yes ☐ No
Harp + Eagle, Ltd d/b/a
County Clare, St. Brendan's Inn,
Ashling on the Lough, Clarke Hotel

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title/Member	Date
O'Dwanny, Cary J.	President	4-29-21
Signature	Phone Number	Email Address
Cary James O'Dwanny	920-366-8412	ripodwo@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
4/30/21			
Date license granted	Date license issued	License number issued	

AT-106 (R. 3-19)

Renewal Alcohol Beverage License Application

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

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

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

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

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

Applicant's Wisconsin Seller's Permit Number: 458-0000371160-03

FEIN Number: 270019448

1.a

TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$
TOTAL FEE	$ 30

PL 160697

Complete A or B. All must complete C.

A. Individual or Partnership:

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

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
GALLAGHER'S PIZZA, INC.	

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

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

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

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

C. Business Information

1. Trade Name GALLAGHER'S PIZZA Business Phone Number 920-337-6666
2. Address of Premises 330 POTD ST. 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.)

BAR, DINING ROOM, WALK-IN COOLER

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

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
OSADJAN, KEVIN, L	OWNER	4/26/21
Signature	**Phone Number**	**Email Address**
X	920-619-9918	OSADJAN@AOL.COM

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
4/26/21		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7/1/21 *(mm dd yyyy)* ending: 6/30/22 *(mm dd yyyy)*

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

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

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

Applicant's Wisconsin Seller's Permit Number: 456-1028688593-02

FEIN Number 47-1402348

1.a

TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30-
TOTAL FEE	$

RH 160602

Complete A or B. All must complete C.

A. Individual or Partnership:

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

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
GSO LLC	500 Grant St. De Pere, WI 54115

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

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

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

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

C. Business Information

1. Trade Name Julie's Cafe/Brickhouse Business Phone Number (920) 338-2337
2. Address of Premises 500 Grant St. 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.)

Julie's Cafe, Brickhouse
Banquet Room and patio

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

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Metzler, Troy M.	Pres.	4/21/21
Signature	**Phone Number**	**Email Address**
Troy Metzler	(920) 621-1450	troy.metzler@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
4-22-21		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____

Renewal Alcohol Beverage License Application

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

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

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

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

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

Applicant's Wisconsin Seller's Permit Number: 456-1036204228-02

FEIN Number 45-3029105

1.a

TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$
TOTAL FEE	$

Complete A or B. All must complete C.

A. Individual or Partnership:

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

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
George Street Bar LLC	415 George St Depere WI 54115

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

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

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

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

C. Business Information

1. Trade Name McGeorge's Pub Business Phone Number 920-676-7477
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, backroom, coolers, bar, closets, storage rooms

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

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Conard, Leslie M	owner	4.23.2021
Signature	**Phone Number**	**Email Address**
LConard	920 366 0933	Lmwiks2@yahoo.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
4/23/21		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
   CHARGE _____ WHERE CONVICTED _____
   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
2. NAME NONE 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 NONE STATUTE NO./LOCAL ORDINANCE _____
   PENDING CHARGE _____ DATE _____

Renewal Alcohol Beverage License Application

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

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

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

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

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

Applicant's Wisconsin Seller's Permit Number: 456-1028207966-02

FEIN Number 46-4513994

1.a

TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$
TOTAL FEE	$

Complete A or B. All must complete C.

A. Individual or Partnership:

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

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Bullseye 708 LLC	

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

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

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

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

C. Business Information

1. Trade Name Pub 338 Business Phone Number 920 425 3110
2. Address of Premises 338 Main Ave Depere Post Office & Zip Code 54115
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... ☒ Yes ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

bar, basement, bathrooms, Kitchen

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

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Conard, Leslie M	Owner	4.23.2021
Signature	**Phone Number**	**Email Address**
Conard	920 366-0533	lmwi52@yahoo.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
4/23/21		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____

Renewal Alcohol Beverage License Application

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

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

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

County of Brown

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

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

Applicant's Wisconsin Seller's Permit Number	
456-1027795352-02	
FEIN Number 45-5091340	
TYPE OF LICENSE REQUESTED	**FEE**
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$
TOTAL FEE	$ 30.00

1.a

RH 160880

Complete A or B. All must complete C.

A. Individual or Partnership:

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

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Stella's ON MAIN	401 MAIN AV.

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

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
SCHLEIS	WILLIAM	J	[redacted]

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
SCHLEIS	WILLIAM	J.	[redacted]
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name Stella's ON MAIN Business Phone Number 920 737-7898
2. Address of Premises 401 MAIN AV. 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.)

Front Pub, Rear Restaurant & Garden

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

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

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

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

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

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
SCHLEIS WILLIAM J.	President	4-30-2021
Signature	**Phone Number**	**Email Address**
William J Schleis	920-737-2898	BILLESCHLEIS.COM

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
4-30-21		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7-1-21 *(mm dd yyyy)* ending: 6-30-22 *(mm dd yyyy)*

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

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

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

Applicant's Wisconsin Seller's Permit Number: 3918597349

FEIN Number

1.a

TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30
TOTAL FEE	$ pd. CK # 160631

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
DeCleene	Greg	J	
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
DeCleene	Ann	M	
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
JPG Enc	875 Heritage Road DP

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

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

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

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

C. Business Information

1. Trade Name Swan Club / Island Sushi Business Phone Number 336-1531
2. Address of Premises 875 Heritage Road 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.) Legends Bqt Hall Swan Club Banquet Hall, Island Sushi Restaurant, Patio Area (East Side Building) Car Port Area, Basement

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

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

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

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

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

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
DeCleene Greg J	President	4-23-21
Signature	**Phone Number**	**Email Address**
Greg J DeCleene	336 1531	gjdeckeene5@aol.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
4/23/2021		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Ann Ledvina**
SUBJECT:	**D. Class "B" Fermented Malt Beverage & Reserve "Class B" Intoxicating Liquor Licenses**

ATTACHMENTS:

- Renewal Class B Beer & Reserve Class B Liquor License Applications_05.18.21 (PDF)

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

Renewal Alcohol Beverage License Application

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

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

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

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

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

Applicant's Wisconsin Seller's Permit Number: 456-1027446103-03

FEIN Number

1.a

TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☒ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30 per 160736
TOTAL FEE	$

Complete A or B. All must complete C.

A. Individual or Partnership:

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

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from ... ses)
Shamans Hayjack LLC	

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

Agent Last Name	(First)	(Middle Name)	
Charles	Kevin	Lee	

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

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

C. Business Information

1. Trade Name Chatter House 2016 Business Phone Number (920) 351-3550
2. Address of Premises 1014 George St 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.) Basement, up Stairs Bar Area Kitchen Back and Front Dining rooms

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

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

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

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Charles Kevin L	Owner	4/27/21
Signature	**Phone Number**	**Email Address**
[signature]	(920)265-2223	WhiteDogBrownDog@Yahoo

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
4/27/21		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7-1-21 *(mm dd yyyy)* ending: 6-30-22 *(mm dd yyyy)*

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

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

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

Applicant's Wisconsin Seller's Permit Number: 456102727 1202-03

FEIN Number: 27-3285574

1.a

TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☒ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30-
TOTAL FEE	$ 30.—

4-27-21
R# 160732

Complete A or B. All must complete C.

A. Individual or Partnership:

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

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
LA VIE BOHEME LLC	421 GEORGE ST. 101 DEPERE, WI

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

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

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

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

C. Business Information

1. Trade Name LA VIE BOHEME Business Phone Number 920-403-1770
2. Address of Premises 421 GEORGE ST 101 Post Office & Zip Code DE PERE 54115
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... Yes ☒ ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1450 sq ft, Bar, seating, supply room, indoor, outdoor seating under overhang

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

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

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

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

---

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
MARTIN, DOREEN M	CO-OWNER	4/19/21
Signature	**Phone Number**	**Email Address**
Doreen M Martin	715 304 9723	lavieboheme11@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
4/27/21		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Ordinance #21-12 Amending § 106-6(a) De Pere Municipal Code Regarding Cancellation of Special Event Permits (Request of Ald. Hansen).**

At its meeting on May 11, 2021, the Finance/Personnel Committee voted unanimously to approve this item and move it forward to the Common Council for final approval.

With the City's Public Health Emergency Order terminating effective May 10, 2021, the city's special event permit ordinance provision allowing the cancellation of special event permits in emergency circumstances will also expire. This provision was added to Chapter 106-6(a) when we discovered that, much to our surprise, the ordinance in place did not have any provision concerning cancellation of permits. In researching ordinances in other cities at that time, a cancellation provision is standard in most other ordinances. Given the need for city staff to be able to react to changes in circumstances arising after permits are issued, the law department recommends approval of this ordinance amendment.

ATTACHMENTS:

- Ord21-12 (PDF)

ORDINANCE #21-12

AMENDING § 106-6(a) DE PERE MUNICIPAL CODE REGARDING
CANCELLATION OF SPECIAL EVENT PERMITS

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

SECTION 1. Section 106-6(a), *Licenses required under this chapter.*, is hereby amended by creating the following subparagraph (10):

(10) *Event cancellation.* The City Administrator or Fire Department Battalion Chief may cancel a special event, regardless of whether a permit has been issued or not, with or without prior notice, due to any significant change in conditions which would or may adversely affect the public health or safety of the community, or for any condition which places facilities, grounds, or other natural resources at risk of damage or destruction if the event were allowed to take place. All fees paid prior to cancellation will be refunded to the permit applicant.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of May, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Committee Review: 05/11/2021_____
Publication Date: _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**Health Department**
FROM:	**Carey Danen**
SUBJECT:	**Resolution #21-56 Approving Grant Agreement Modification to Division of Public Health DPH Contract No. 47645-1.**

This item was approved unanimously by the Finance-Personnel Committee at its May 11, 2021 meeting.

The State of WI Department of Health Services has granted De Pere Health Department an increase to funding for ELC COVID 2021 DPH Consolidated Contract from $163,900 to $539,700. This is a modification from an existing agreement that will help to provide continued funding for COVID response through 12-31-2022. The health department requests an approval to this funding modification. If you have any questions, please contact Sara Lornson, Acting Health Officer.

ATTACHMENTS:

- Reso21-56 (PDF)
- DHS Contract 47645-1 (PDF)

RESOLUTION #21-56

APPROVING GRANT AGREEMENT MODIFICATION TO DIVISION OF PUBLIC HEALTH
DPH CONTRACT NO. 47645-1

WHEREAS, the Health Department and the State of Wisconsin Department of Health Services (DHS) are parties to the 2021 Division of Public Health (DPH) Consolidated Contract #47645-1; and

WHEREAS, the DHS would like to amend the original contract to increase Health Department funding to be utilized for enhancing COVID detection and response (ELC COVID); and

WHEREAS, acceptance of such increased fund funds ($375,800) requires the approval and execution of Consolidated Contract #47645-1 Grant Agreement Modification, attached as Exhibit A.

WHEREAS, the Finance/Personnel Committee has reviewed such Amendment and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is hereby authorized and directed to execute the Grant Agreement Modification Between the State of Wisconsin Department of Health Services and De Pere DPH for 2021 DPH Consolidated Contract (#47645-1) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of May, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 5/11/2021

DocuSign Envelope ID: EFAB585D-BAB6-43AD-834C-35D91F7C8D45

Wisconsin Department of Health Services
Contract Centralization Legal Review

Agreement Number: **47645-1**

Bureau of Procurement and Contracting (BPC) Review:

☒ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language.

☐ This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

☐ This agreement does not use a BPC template with Office of Legal Counsel (OLC) approved language or uses a BPC template with requested language changes.

Description:
N/A

Office of Legal Counsel (OLC) Review and Approval:

☒ This agreement has been reviewed and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

DocuSigned by:
Cody Wagner
31F480248CEC464...

Name: Cody Wagner
Title: Office of Legal Counsel

4/13/2021
Date Signed

Document in Process

DocuSign Envelope ID: EFAB585D-BAB6-43AD-834C-35D91F7C8D45

GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
DEPERE DPH
for
2021 DPH Consolidated Contract

DPH Contract No.: 47645-1
Agreement Amount: $539,700
Agreement Term Period: **10/1/2020** to **12/31/2022**
CARS Pre-Packet No: 18472

DHS Division: Division of Public Health
DHS Grant Administrator: Chuck Warzecha
DHS Telephone: 608-266-9780
DHS Email: Charles.Warzecha@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Debbie Armbruster
Grantee Address: 335 S BROADWAY, DE PERE, WI, 54115
Grantee Email: darmbruster@mail.de-pere.org

Modification Description: We are increasing funding for ELC COVID (Profile 155806). Please see attached Scope of Work. Final reports are due 30 days from the end of the designated contract period for profile 155806.

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin
Department of Health Services

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Grantee
Entity Name: _____

Authorized Representative

Name: Debbie Armbruster

Title: Health Director/Officer

Signature: _____

Date: _____

Document To Process

DocuSign Envelope ID: EFAB585D-BAB6-43AD-834C-35D91F7C8D45

SUPPLIER DIVERSITY AMENDMENT

The Wisconsin Department of Health Services (DHS) and Grantee agree to the below change to the Agreement. The below Agreement amendment is hereby incorporated by reference into the Agreement and is enforceable as if restated therein in its entirety.

The Agreement is hereby amended by incorporating and adding the following Section:

SUPPLIER DIVERSITY AND REPORTING REQUIREMENTS

Minority-Owned Business Enterprises (MBE) and Disabled Veteran-Owned Businesses (DVB) are certified by the Wisconsin Department of Administration (DOA). This program can be found at: https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx

The State of Wisconsin is committed to the promotion of MBEs and DVBs in the State's purchasing program. The Grantee is strongly urged to use due diligence to further this policy by awarding Subcontracts or Subgrants to MBEs and DVBs or by using such enterprises to provide goods and services incidental to this Agreement.

The Grantee shall furnish appropriate monthly information about its efforts to subcontract/subgrant with MBEs and DVBs, including the identities of such businesses certified by the Wisconsin Supplier Diversity Program, their contract amount, and spend for each period to DHS. A listing of certified MBEs and DVBs, as well as the services and goods they provide, is available at: https://wisdp.wi.gov/Search.aspx

After completion of this Agreement, the Grantee shall report to DHS any amount of this Agreement that was subcontracted/subgranted to DOA certified MBEs and DVBs.

DHS shall have the right to request any information regarding the use of subcontractors/subgrantees including, but not limited to, MBEs and DVBs. The Grantee shall provide any such information as requested by DHS and within a time period that is specified by DHS.

The Grantee shall submit monthly reports of efforts to subcontract/subgrant with MBEs, DVBs, and other diverse entities/suppliers to DHS. A link to the Supplier Diversity PowerForm for submitting these reports can be found on the DHS Compliance Documentation page found here: https://www.dhs.wisconsin.gov/business/compliance.htm

For the duration of this Agreement, the Grantee shall provide monthly reporting of efforts to subcontract/subgrant with MBEs, DVBs, and other diverse entities/suppliers no later than the 15th of the following month.

For questions about reporting, please contact DHS Contract Compliance at DHSContractCompliance@dhs.wisconsin.gov

DocuSign Envelope ID: EFAB585D-BAB6-43AD-834C-35D91F7C8D45

CARS PAYMENT INFORMATION

DHS CARS STAFF INTERNAL USE ONLY

CARS PAYMENT INFORMATION

The information below is used by the DHS Bureau of Fiscal Services, CARS Unit, to facilitate the processing and recording of payments made under this Agreement.

Agency #:	Agency Name:	Agency Type:	CARS Contract Start Date	CARS Contract End Date	Program Total Contract:
472779	**DEPERE DPH**	**260**	**10/1/2020**	**10/31/2022**	**$539,700**

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155806	ENHANCING DETECTION-COVID		$163,900	$375,800	$539,700	N/A
					$539,700	

Document In Process

DocuSign Envelope ID: EFAB585D-BAB6-43AD-834C-35D91F7C8D45

CARS FEDERAL AWARD INFORMATION

DHS Profile Number	155806
FAIN	NU50CK000534
Federal Award Date	5/18/2020
Sub-award period of Performance Start Date	10/1/2020
Sub-award period of Performance End Date	10/31/2022
Amount of Federal Funds obligated (committed) by this action	$375,800
Total Amount of Federal Funds obligated (committed)	$539,700
Federal Award Project Description	Wisconsin's Application for the 2019 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) Cooperative Agreement
Federal Awarding Agency Name (Department)	Department of Health and Human Services
DHS Awarding Official Name	Julie A. Willems Van Dijk
DHS Awarding Official Contact Information	**- - -9964**
CFDA Number	93.323
CFDA Name	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
Total made available under each Federal award at the time of disbursement	$137,077,934
R&D?	No

Document In Process

DocuSign Envelope ID: EFAB585D-BAB6-43AD-834C-35D91F7C8D45

Indirect Cost Rate	0.065

Document In Process

DocuSign Envelope ID: EFAB585D-BAB6-43AD-834C-35D91F7C8D45

GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
DEPERE DPH
for
2021 DPH Consolidated Contract

DPH Contract No.: 47645-1
Agreement Amount: $539,700
Agreement Term Period: **10/1/2020** to **12/31/2022**
CARS Pre-Packet No: 18472

DHS Division: Division of Public Health
DHS Grant Administrator: Chuck Warzecha
DHS Telephone: 608-266-9780
DHS Email: Charles.Warzecha@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Debbie Armbruster
Grantee Address: 335 S BROADWAY, DE PERE, WI, 54115
Grantee Email: darmbruster@mail.de-pere.org

Modification Description: We are increasing funding for ELC COVID (Profile 155806). Please see attached Scope of Work. Final reports are due 30 days from the end of the designated contract period for profile 155806.

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin
Department of Health Services

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Grantee
Entity Name: _____

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

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SUPPLIER DIVERSITY AMENDMENT

The Wisconsin Department of Health Services (DHS) and Grantee agree to the below change to the Agreement. The below Agreement amendment is hereby incorporated by reference into the Agreement and is enforceable as if restated therein in its entirety.

The Agreement is hereby amended by incorporating and adding the following Section:

SUPPLIER DIVERSITY AND REPORTING REQUIREMENTS

Minority-Owned Business Enterprises (MBE) and Disabled Veteran-Owned Businesses (DVB) are certified by the Wisconsin Department of Administration (DOA). This program can be found at: https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx

The State of Wisconsin is committed to the promotion of MBEs and DVBs in the State's purchasing program. The Grantee is strongly urged to use due diligence to further this policy by awarding Subcontracts or Subgrants to MBEs and DVBs or by using such enterprises to provide goods and services incidental to this Agreement.

The Grantee shall furnish appropriate monthly information about its efforts to subcontract/subgrant with MBEs and DVBs, including the identities of such businesses certified by the Wisconsin Supplier Diversity Program, their contract amount, and spend for each period to DHS. A listing of certified MBEs and DVBs, as well as the services and goods they provide, is available at: https://wisdp.wi.gov/Search.aspx

After completion of this Agreement, the Grantee shall report to DHS any amount of this Agreement that was subcontracted/subgranted to DOA certified MBEs and DVBs.

DHS shall have the right to request any information regarding the use of subcontractors/subgrantees including, but not limited to, MBEs and DVBs. The Grantee shall provide any such information as requested by DHS and within a time period that is specified by DHS.

The Grantee shall submit monthly reports of efforts to subcontract/subgrant with MBEs, DVBs, and other diverse entities/suppliers to DHS. A link to the Supplier Diversity PowerForm for submitting these reports can be found on the DHS Compliance Documentation page found here: https://www.dhs.wisconsin.gov/business/compliance.htm

For the duration of this Agreement, the Grantee shall provide monthly reporting of efforts to subcontract/subgrant with MBEs, DVBs, and other diverse entities/suppliers no later than the 15th of the following month.

For questions about reporting, please contact DHS Contract Compliance at DHSContractCompliance@dhs.wisconsin.gov

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CARS PAYMENT INFORMATION

DHS CARS STAFF INTERNAL USE ONLY

CARS PAYMENT INFORMATION

The information below is used by the DHS Bureau of Fiscal Services, CARS Unit, to facilitate the processing and recording of payments made under this Agreement.

Agency #:	Agency Name:	Agency Type:	CARS Contract Start Date	CARS Contract End Date	Program Total Contract:
472779	**DEPERE DPH**	**260**	**10/1/2020**	**10/31/2022**	**$539,700**

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155806	ENHANCING DETECTION-COVID		$163,900	$375,800	$539,700	N/A
					$539,700	

Document In Process

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CARS FEDERAL AWARD INFORMATION

DHS Profile Number	155806
FAIN	NU50CK000534
Federal Award Date	5/18/2020
Sub-award period of Performance Start Date	10/1/2020
Sub-award period of Performance End Date	10/31/2022
Amount of Federal Funds obligated (committed) by this action	$375,800
Total Amount of Federal Funds obligated (committed)	$539,700
Federal Award Project Description	Wisconsin's Application for the 2019 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) Cooperative Agreement
Federal Awarding Agency Name (Department)	Department of Health and Human Services
DHS Awarding Official Name	Julie A. Willems Van Dijk
DHS Awarding Official Contact Information	**- - -9964**
CFDA Number	93.323
CFDA Name	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
Total made available under each Federal award at the time of disbursement	$137,077,934
R&D?	No

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Indirect Cost Rate	0.065

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Certificate Of Completion

Envelope Id: EFAB585DBAB643AD834C35D91F7C8D45
Subject: **RUSH** 155806 - DEPERE DPH - 2021 DPH Consolidated Contract - 47645-1
Source Envelope:
Document Pages: 11
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 1
Initials: 0

Status: Sent

Envelope Originator:
Jessie Rivera
1 West Wilson St.
Madison, WI 53703
jesenia.rivera@dhs.wisconsin.gov
IP Address: 165.189.255.23

Record Tracking

Status: Original
4/12/2021 10:43:04 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Jessie Rivera
jesenia.rivera@dhs.wisconsin.gov
Pool: StateLocal
Pool: DHS

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Cody Wagner CodyW.Wagner@dhs.wisconsin.gov Office of Legal Counsel Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: 31F480248CEC464...	Sent: 4/12/2021 10:49:42 AM Viewed: 4/13/2021 2:05:48 PM Signed: 4/13/2021 2:10:16 PM
	Signature Adoption: Uploaded Signature Image Using IP Address: 165.189.255.23	
Debbie Armbruster darmbruster@mail.de-pere.org Health Director/Officer Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/13/2021 2:11:01 PM ID: a18a7eef-f588-4726-9a9d-9b52f4117fd4		Sent: 4/13/2021 2:10:19 PM Viewed: 4/13/2021 2:11:01 PM
Chuck Warzecha Charles.Warzecha@dhs.wisconsin.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/13/2021 1:24:47 PM ID: 7c7aaf46-8051-459e-909b-35844a28a658		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**

Document In Process

Carbon Copy Events	Status	Timestamp
CARS Contracts DHSCARSContracts@dhs.wisconsin.gov Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/12/2021 10:49:41 AM
Yvette A Smith Yvette.Smith@dhs.wisconsin.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/12/2021 10:49:42 AM
DPH Contracts DHSDPHContracts@dhs.wisconsin.gov DPH Contracts Shared Account Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/12/2021 10:49:42 AM
Kelly Burke kburke@mail.de-pere.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/13/2021 2:10:19 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/12/2021 10:49:42 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Document In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Document in Process

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Health Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: DHSContractCentral@dhs.wisconsin.gov

To advise Wisconsin Department of Health Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Health Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Health Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.

Document In Process

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #21-57 Approving the Ninth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract.**

ATTACHMENTS:

- Reso21-57 (PDF)
- Water Purchase Agreement 9th Amendment (A4054835x9DEB4) (PDF)
- Timeline and Steps 9th Amendment (PDF)
- CBCWA 9th Amendment Joint Meeting Notice (PDF)

RESOLUTION #21-57

APPROVING THE NINTH AMENDMENT TO
CENTRAL BROWN COUNTY WATER AUTHORITY
WATER PURCHASE AND SALE CONTRACT

WHEREAS, the Central Brown County Water Authority (the "Authority"), and the City of De Pere, the Village of Allouez, the Village of Bellevue, the Village of Howard, the Town of Lawrence, and Ledgeview Sanitary District No. 2 (hereinafter jointly known as "Authority Customers") have entered into the Central Brown County Water Purchase and Sale Contract (the "Contract") with an effective date of November 24, 2003; and

WHEREAS, the Contract was subsequently amended effective December 20, 2004, November 14, 2007, September 22, 2008, January 5, 2010, September 24, 2012, May 28, 2014, May 22, 2017, and October 20, 2020; and

WHEREAS, it is proposed that the Contract be amended again to clarify installation requirements for meters and check meters, to increase flexibility in the negotiated terms of Subsequent Contracts, to modify how charges are calculated once a Subsequent Contract is approved, to manage the application of charges paid by Charter Customers and Subsequent Customers, and to allow for future transition to volume-based charges for all Authority Customers after the 2014 Bonds are no longer outstanding; and

WHEREAS, pursuant to Article 16 of the Contract, this amendment must be approved by the Authority and three-fourths of the Authority Customers in order to be effective; and

WHEREAS, the City of De Pere is an Authority Customer, and is willing to approve this amendment.

NOW THEREFORE, IT IS HEREBY RESOLVED, as follows:

1. The Common Council of the City of De Pere approves the Ninth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract, a copy of which is attached to this Resolution.

2. The City Clerk is authorized and directed to provide a certified copy of this Resolution approving the Amendment to the Secretary-Treasurer of the Central Brown County Water Authority.

3. The Ninth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract shall become effective on the first day that the amendment is approved by the Authority and five of the following six Authority Customers: the City of De Pere, the Village of Allouez, the Village of Bellevue, the Village of Howard, the Town of Lawrence, and Ledgeview Sanitary District No. 2. Approval by Ledgeview

Sanitary District No. 2 is not effective until the Town of Ledgeview has approved the amendment as a Town Signatory for Ledgeview Sanitary District No. 2.

BE IT FURTHER RESOLVED THAT:

All City officials, officers and employees are authorized and directed to take such action that is lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of May, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

NINTH AMENDMENT TO
CENTRAL BROWN COUNTY WATER AUTHORITY
WATER PURCHASE AND SALE CONTRACT

This NINTH AMENDMENT to CENTRAL BROWN COUNTY WATER AUTHORITY WATER PURCHASE AND SALE CONTRACT is effective this _____ day of _____, 20___.

1. Section 1.13m of the Water Purchase and Sale Contract, defining the term "Capital Recovery Charge," is created as follows:

   1.13.m "Capital Recovery Charge" means a charge paid by a Subsequent Customer in accordance with a Subsequent Contract to compensate the Authority for the Subsequent Customer's use of the Authority's Waterworks System in existence on the effective date of the Subsequent Contract.

2. Section 1.23 of the Water Purchase and Sale Contract, defining the term "Fixed Costs," is revised as follows:

   1.23 "Fixed Costs" means an amount sufficient at all times to pay the principal of and premium, if any, and interest on all Bonds, to provide an adequate depreciation fund for the Authority's Waterworks System, to comply with the covenants of the Bond Resolution (including payment into any accounts and funds of amounts required by the Bond Resolution) related to the Bonds, ~~and~~ to pay reasonable capital costs, including capital costs for which Bonds may be issued and such other capital costs as are necessary or desirable to carry out the corporate purposes and powers of the Authority and its obligations under this Contract and any Third Party Water Supply Contract, to fund a reserve for future capital costs, and to pay Capital Recovery Charges provided for in a Subsequent Contract; except as any of the above are included in Operation Costs.

3. Section 4.1 of the Water Purchase and Sale Contract, "Authority to Supply Equipment, Official Record," as amended by the Second Amendment, the Fifth Amendment, and the Eighth Amendment, is revised as follows:

   4.1 **Authority to Supply Equipment, Official Record.** The Authority shall furnish, install, own, operate, maintain, repair and replace, at its own expense, at the Points of Delivery, the necessary equipment and devices for properly measuring the quantity of Potable Water delivered by the Authority to Authority Customers, and transferred between Authority Customers under this Contract. Such measuring equipment and devices shall be of a type meeting the standards of the American Water Works Association and shall be designed and installed in accordance with the manufacturer's recommended guidelines for an accurate metering installation. The Authority shall install the equipment in above-ground structures located at sites selected by each Authority Customer, respectively, for Potable Water delivered to it. Such sites shall be subject to review and approval by the Authority, which shall not be unreasonably withheld. The Authority Customer shall pay the cost of constructing any new above-ground structures

or remodeling any existing above-ground structures to the extent necessary to house the Authority's equipment. The above-ground structures shall be owned, maintained, repaired and replaced by Authority Customers. The Authority's meters and other equipment installed in the above-ground structure shall remain the property of the Authority. An Authority Customer shall grant to the Authority, at no cost, an easement in each respective site sufficient to enable the Authority to install, use, operate and maintain the Authority's equipment during the term of this Contract. The Authority and each Authority Customer shall have access to such structures and equipment for examination and inspection at all reasonable times, but the reading for billing purposes, calibration and adjustment thereof shall be done only by the employees or agents of the Authority. For the purpose of this Contract, the official record of readings of the meter or meters shall be the journal or other record book of the Authority in its office in which the records of the employees or agents of the Authority who take the readings are or may be transcribed. Upon written request of an Authority Customer, the Authority will give the Authority Customer a copy of such journal or record book, or permit the Authority Customer to have access thereto in the office of the Authority during regular business hours.

4. Section 4.3 of the Water Purchase and Sale Contract, "Check Meters," as amended by the Eighth Amendment, is further revised as follows:

4.3 **Check Meters.** An Authority Customer may, at its option and its own expense, install and operate a check meter to check each meter installed by the Authority, but the measurement of Potable Water for the purpose of this Contract shall be solely by the Authority's meters, except in the cases hereinafter specifically provided to the contrary. All such check meters shall be installed ~~as near to the Authority's meters as practicable~~ so as to not interfere in the metering accuracy of the Authority's meter, be of standard make, and be subject at all reasonable times to inspection and examination by any employee or agent of the Authority, but the calibration and adjustment thereof shall be made only by such Authority Customer, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of water under this Contract, in which case the calibration and adjustment thereof shall be made by a certified independent contractor in the presence of the Authority and the Authority Customer, with like effects as if such check meter or meters had been furnished and installed by the Authority. The cost of the certified independent contractor shall be shared equally by the Authority and the Authority Customer.

5. Subsection 6.1.2. of the Water Purchase and Sale Contract, "Development of Budget," as amended by the Third Amendment, the Fourth Amendment, the Sixth Amendment, and the Eighth Amendment, is revised as follows:

6.1.2 Development of Budget. By September 1 prior to the beginning of each Fiscal Year, the Authority shall prepare and send to the Authority Customers a tentative budget. Each budget shall include, among such other items as the Authority may choose:

(a) the Estimated Annual Water Requirement for each Authority Customer for the Fiscal Year established as set forth in Section 1.21;

(b) an estimate of Operation Costs in a stated price per 1000 gallons for the Fiscal Year calculated in accordance with Section 6.2;

(c) an estimate of Fixed Costs for each Authority Customer for the Fiscal Year determined ~~calculated~~ in accordance with Section 6.3; and

(d) an estimate of monthly Security Fund Payments to be payable by each Authority Customer calculated in accordance with Section 6.6.

The Authority will hold a hearing on the tentative budget, at which the Authority Customers may be heard, and shall give the Authority Customers not less than 21 days notice of the hearing. The Authority shall adopt the tentative budget, as submitted or as changed after the hearing, by a majority vote of the Authority

6. Subsection 6.1.4 of the Water Purchase and Sale Contract, "Amendment of Operation Costs," as amended by the Sixth Amendment and the Eighth Amendment, is revised as follows:

6.1.4 Amendment of Operation Costs. The price of Operation Costs per 1000 gallons for the Fiscal Year shall not exceed the amount set forth in the approved budget unless the Authority first amends the budget. However, before the budget may be amended to increase the price of Operation Costs, the Authority shall hold a hearing on such higher amount, at which the Authority Customers may be heard, and shall give the Authority Customers not less than 21 days notice of such hearing. This subsection does not apply to an end of year adjustment under subsection 6.2.4 or 6.2.5.

7. Subsection 6.2.1 of the Water Purchase and Sale Contract, "Calculation of Price for Operation Costs," as amended by the Fourth Amendment and Sixth Amendment, is revised as follows:

6.2.1 Calculation of Price for Operation Costs. Prior to each Fiscal Year, the Authority shall, in accordance with Section 6.1, calculate a price per 1000 gallons of water for Operation Costs for the upcoming Fiscal Year. The price per 1000 gallons for Operation Costs shall be calculated by:

(a~~i~~) estimating total Operation Costs for the upcoming Fiscal Year; and

(b~~ii~~) dividing such total Operation Costs by the total Estimated Annual Water Requirements for all Authority Customers divided by 1000 gallons.

~~The price per 1000 gallons for Operation Costs calculated under this Section may be adjusted by the Authority in accordance with subsection 6.2.5.~~

8. Subsection 6.2.2 of the Water Purchase and Sale Contract, "Customers' Monthly Payment of Operation Costs," as amended by the First Amendment and Fourth Amendment, is revised as follows:

6.2.2 Customers' Monthly Payment of Operation Costs. The monthly charge to all Authority Customers for Operation Costs shall equal the then current price per 1000 gallons for Operation Costs times that Authority Customer's measured water usage for the month. Notwithstanding the prior sentence, if Bonds issued by the Authority in 2014 are still outstanding at the beginning of the Fiscal Year, e~~E~~ach Charter Customer shall pay a fixed monthly charge for ~~share of~~ Operation Costs ~~for each month~~ equal to the then current price per 1000 gallons for Operation Costs times the Customer's Estimated Annual Water Requirement divided by 12 instead of paying a usage based charge.

9. Subsection 6.2.3 of the Water Purchase and Sale Contract, "End of Year Adjustment," as amended by the Fourth Amendment, is revised as follows:

6.2.3 End of Year Adjustment Where Total Annual Water Usage Equals or Exceeds the Estimated Annual Water Requirement. This subsection provides for an end of year adjustment for Charter Customers if Bonds issued by the Authority in 2014 are still outstanding at the beginning of the Fiscal Year and~~applies only if~~ the Annual Water Usage of all Authority Customers combined during the previous Fiscal Year is equal to or greater than the total Estimated Annual Water Requirements for all Authority Customers for that year. By March 1 of each year, the Authority shall calculate an adjustment charge or refund~~rebate~~ for the previous Fiscal Year based on the Charter Customer's Annual Water Usage during that Fiscal Year. The amount of the adjustment charge or refund~~rebate~~ for each specific Charter Customer for a given year shall be determined as follows:

STEP ONE: For each Charter Customer, determine how much that Charter Customer should pay in Operation Costs for the previous Fiscal Year based upon the Charter Customer's Annual Water Usage in that year. This determination is made by multiplying (i) the Charter Customer's Annual Water Usage for the previous Fiscal Year divided by 1000, by (ii) the price per 1000 gallons for Operation Costs for the year. (Total Amount Owed)

STEP TWO: For each Charter Customer, determine how much that Charter Customer has already paid the Authority in Operation Costs for the previous Fiscal Year pursuant to subsection 6.2.2. (Amount Paid)

STEP THREE: Where the amount calculated for a ~~For each~~ Charter Customer in STEP ONE exceeds the amount calculated in STEP TWO, subtract the figure determined under STEP TWO from the figure determined under STEP ONE. The~~is~~ resulting number is the additional amount of money the Charter Customer must pay the Authority for Operation Costs for the previous Fiscal Year. ~~If this number is less than zero, the Charter Customer owes no additional money to the Authority and the Charter Customer is entitled to a rebate from the Authority.~~ (Adjustment Owed = Total Amount Owed – Amount Paid)

STEP FOUR: Where the amount calculated for a Charter Customer in STEP ONE is less than the amount calculated in STEP TWO, subtract the figure determined under STEP ONE from the figure determined under STEP TWO. The resulting number is the amount to be refunded to the Charter Customer by the Authority for Operation Costs for the previous Fiscal Year. (Refund Owed = Amount Paid - Total Amount Owed)

The Authority shall bill each Charter Customer for such additional Operation Costs by March 1, and the Charter Customer shall pay the Authority for such additional Operation Costs by April 1. The Authority shall issue refunds~~rebates~~ by April 15.

10. Subsection 6.2.4 of the Water Purchase and Sale Contract, "Adjustment Where Total Annual Water Usage Declines," as revised and recreated by the Fourth Amendment, is revised as follows:

6.2.4 End of Year Adjustment Where Total Annual Water Usage is Less than the Estimated Annual Water Requirement and No Subsequent Customer Exists~~Declines~~. This subsection provides for an end of year adjustment for Charter Customers ~~applies only~~ if Bonds issued by the Authority in 2014 are still outstanding at the beginning of the Fiscal Year, the Authority has no Subsequent Customers, and the Annual Water Usage of all Authority Customers combined during the previous Fiscal Year is less than the total Estimated Annual Water Requirements for all Authority Customers for that year. By March 1 of each year, the Authority shall calculate an adjustment charge or refund~~rebate~~ for the previous Fiscal Year. The amount of the adjustment charge or refund~~rebate~~ for each specific Charter Customer shall be determined as follows:

STEP ONE: For purposes of this subsection 6.2.4 only, the term Operation Costs means the lesser of estimated Operation Costs for the previous Fiscal Year and actual Operations Costs for the previous Fiscal Year. Operation Costs include any contributions to operating reserves.

STEP TWO: Calculate the price per 1000 gallons for Operation Costs in accordance with the methodology set forth in subsection 6.2.1 using Operation Costs determined under STEP ONE and the Annual Water Usage of all Charter Customers combined in the previous Fiscal Year divided by 1000.

STEP THREE: For each Charter Customer, determine how much that Charter Customer should pay in Operation Costs for the previous Fiscal Year based upon the Charter Customer's Annual Water Usage. This determination is made by multiplying (i) the Charter Customer's Annual Water Usage for that Fiscal Year divided by 1000, by (ii) the price per 1000 gallons for Operation Costs for the year calculated in STEP TWO. (Amount Owed)

STEP FOUR: For each Charter Customer, determine how much that Charter Customer has already paid the Authority in Operation Costs for the previous Fiscal Year pursuant to subsection 6.2.2. (Amount Paid)

~~STEP FIVE: For each Charter Customer, subtract the figure determined under STEP FOUR from the figure determined under STEP THREE. If this figure is greater than zero, this is the additional amount of money the Charter Customer must pay the Authority for Operation Costs for the previous Fiscal Year. If this number is less than zero, this is the amount of money the Authority must rebate to the Charter Customer for Operation Costs for the previous Fiscal Year.~~

STEP FIVE: Where the amount calculated for a Charter Customer in STEP THREE exceeds the amount calculated in STEP FOUR, subtract the figure determined under STEP THREE from the figure determined under STEP FOUR. The resulting number is the additional amount of money the Charter Customer must pay the Authority for Operation Costs for the previous Fiscal Year. (Adjustment Owed = Total Amount Owed – Amount Paid)

STEP SIX: Where the amount calculated for a Charter Customer in STEP THREE is less than the amount calculated in STEP FOUR, subtract the figure determined under STEP THREE from the figure determined under STEP FOUR. The resulting number is the amount to be refunded to the Charter Customer by the Authority for Operation Costs for the previous Fiscal Year. (Refund Owed = Amount Paid - Total Amount Owed)

The Authority shall bill each Charter Customer for such additional Operation Costs by March 1, and the Charter Customer shall pay the Authority for such additional Operation Costs by April 1. The Authority shall issue refunds~~bates~~ by April 15.

11. Subsection 6.2.5 of the Water Purchase and Sale Contract, "Adjustment if Subsequent Customers Purchase Water," is deleted and replaced with the following:

6.2.5 End of Year Adjustment Where Total Annual Water Usage is Less than the Estimated Annual Water Requirement and Subsequent Customer Exists. This subsection provides for an end of year adjustment for Charter Customers if Bonds issued by the Authority in 2014 are still outstanding at the beginning of the Fiscal Year, the Authority has one or more Subsequent Customers, and the Annual Water Usage of all Authority Customers combined during the previous Fiscal Year is less than the total Estimated Annual Water Requirements for all Authority Customers for that year. By March 1 of each year, the Authority shall calculate an adjustment charge or refund for the previous Fiscal Year. The amount of the adjustment charge or refund for each specific Charter Customer shall be determined as follows:

STEP ONE: Determine the total operating revenue that was to be generated for the Fiscal Year from Authority Customers by multiplying the budgeted price per 1000 gallons for Operation Costs times the Estimated Annual Water Requirements of all Authority Customers. (Budgeted Revenue)

STEP TWO: Determine the actual operating revenue collected from all Authority Customers generated during the Fiscal Year. (Actual Revenue)

STEP THREE: Subtract the amount calculated in STEP TWO from the amount in STEP ONE. This is the additional amount of Operation Costs to be recovered from Charter Customers.

STEP FOUR: Add the amount from STEP THREE to the total amount that was charged to Charter Customers for Operation Costs in the prior Fiscal Year. This is the total amount of Operations Costs to be recovered from Charter Customers.

STEP FIVE: Divide the amount calculated in STEP FOUR by the Total Annual Water Usage of all Charter Customers divided by 1000 gallons to calculate a revised charge for Operation Costs for the previous Fiscal Year for Charter Customers.

STEP SIX: For each Charter Customer, determine how much that Charter Customer has already paid the Authority in Operation Costs for the previous Fiscal Year pursuant to subsection 6.2.2.

STEP SEVEN: For each Charter Customer, determine how much that Charter Customer should pay in Operation Costs for the previous Fiscal Year based upon the Charter Customer's Annual Water Usage in that year. This determination is made by multiplying (i) the Charter Customer's Annual Water Usage for that Fiscal Year divided by 1000, by (ii) the price per 1000 gallons for Operation Costs for the year calculated in STEP FIVE.

STEP EIGHT: Where the amount calculated for a Charter Customer under STEP SEVEN exceeds the amount calculated in STEP SIX, subtract the figure determined under STEP SIX from the figure determined under STEP SEVEN. This number is the additional amount of money the Charter Customer must pay the Authority for Operation Costs for the previous Fiscal Year.

STEP NINE: Where the amount calculated for a Charter Customer in STEP SEVEN is less than the amount calculated in STEP SIX, subtract the figure determined under STEP SEVEN from the figure determined under STEP SIX. This number is the amount to be refunded to the Charter Customer by the Authority for Operation Costs for the previous Fiscal Year.

The Authority shall bill each Charter Customer for such additional Operation Costs by March 1, and the Charter Customer shall pay the Authority for such additional Operation Costs by April 1. The Authority shall issue refunds by April 15.

12. Subsection 6.3.1 of the Water Purchase and Sale Contract, "Calculation of Price for Fixed Costs," as amended by the Fourth Amendment, the Sixth Amendment, and the Seventh Amendment, is deleted and replaced with the following:

6.3.1 Calculation of Fixed Costs for Each Authority Customer. Prior to each Fiscal Year, the Authority shall annually, in accordance with Section 6.1, calculate the following charges for the upcoming Fiscal Year:

(a) for Charter Customers, Fixed Costs related to the Authority's 2014 Bonds, if still outstanding at the beginning of the Fiscal Year, calculated as provided in subparagraph 6.3.1.1;

(b) for all Authority Customers, Fixed Costs related to Bonds (other than the 2014 Bonds) issued after the Authority Customer became an Authority Customer, calculated as provided in subparagraph 6.3.1.2;

(c) for all Authority Customers, all Fixed Costs other than those covered by (a), (b) and (d), calculated as provided in subparagraph 6.3.1.3; and

(d) for all Subsequent Customers, Fixed Costs related to Capital Recovery Charges required by the Subsequent Contract covering the Subsequent Customer, as referenced under subparagraph 6.3.1.4.

6.3.1.1 Fixed Costs Related to Authority's 2014 Bonds. The Authority shall annually calculate each Charter Customer's share of Fixed Costs for the Authority's 2014 Bonds for the upcoming Fiscal Year by:

(a) estimating total Fixed Costs related to the Authority's 2014 Bonds for the upcoming Fiscal Year;

(b) subtracting from that estimate of total Fixed Costs related to the Authority's 2014 Bonds for the upcoming Fiscal Year the total amount of Capital Recovery Charges collected in the prior year from all Subsequent Customers;

(c) dividing the remaining Fixed Costs related to the Authority's 2014 Bonds for the upcoming Fiscal Year by the total Estimated Annual Water Requirements for all Charter Customers divided by 1000 gallons; and

(d) multiplying this Fixed Cost rate by the Charter Customer's Estimated Annual Water Requirement for the Fiscal Year.

6.3.1.2 Fixed Costs Related to the Authority's Bonds Issued After 2014. The Authority shall annually calculate a Fixed Cost rate for each Bond issued after the 2014 Bonds. The Fixed Cost rate for each Bond issued after the 2014 Bonds shall be calculated by:

(a) estimating total Fixed Costs related to that Bond for the upcoming Fiscal Year; and

(b) dividing such Fixed Costs by the total Estimated Annual Water Requirements for all Authority Customers who were Authority Customers at the time of that Bond issuance divided by 1000 gallons.

6.3.1.3 Other Fixed Costs. The Authority shall annually calculate a Fixed Cost rate to cover the Authority's Fixed Costs not covered by subparagraphs 6.3.1.1, 6.3.1.2, and 6.3.1.4. Such Fixed Costs may include, but are not limited to, the Authority's capital improvement program and budgeted contributions to capital reserves such as funded depreciation or a maintenance, repair and replacement fund. The Fixed Cost rate under this subparagraph shall be calculated by:

(a) estimating total Fixed Costs under this subparagraph for the upcoming Fiscal Year;

(b) subtracting from that estimate the amount of Capital Recovery Charges collected in the prior year from all Subsequent Customers, unless Bonds issued by the Authority in 2014 are still outstanding at the beginning of the Fiscal Year, in which case subparagraph 6.3.1.1(b) applies; and

(c) dividing such remaining Fixed Costs under this subparagraph by the total Estimated Annual Water Requirements for all Authority Customers divided by 1000 gallons.

6.3.1.4 Fixed Costs for Capital Recovery Charges. The Authority shall annually calculate a Fixed Cost rate for each Subsequent Customer's Capital Recovery Charge for the upcoming Fiscal Year. The methodology used to calculate the Fixed Cost rate for each Subsequent Customer's Capital Recovery Charge shall be set forth in the Subsequent Contract between the Authority and that Subsequent Customer.

13. Subsection 6.3.2 of the Water Purchase and Sale Contract, "Customers' Monthly Payment of Fixed Costs," as amended by the First Amendment and Fourth Amendment, is deleted and replaced with the following:

6.3.2 Authority Customers' Monthly Payment of Fixed Costs. The Authority shall bill Authority Customers monthly for the following Fixed Costs:

(a) A Charter Customer's monthly share of Fixed Costs related to the Authority's 2014 Bonds shall equal the then current price per 1000 gallons for Fixed Costs related to the Authority's 2014 Bonds times the Charter Customer's Estimated Annual Water Requirement divided by 12.

(b) An Authority Customer's monthly share of Fixed Costs related to Bonds, other than 2014 Bonds, issued after the Authority Customer became an Authority Customer, shall equal the then current price per 1000 gallons for Fixed Costs related to that Bond issuance times the Authority Customer's measured water usage for the month.

(c) An Authority Customer's monthly share of Fixed Costs not covered by (a), (b) or (d) shall equal the then current price per 1000 gallons for Fixed Costs determined

under subparagraph 6.3.1.3 times the Authority Customer's measured water usage for the month.

(d) An Authority Customer's monthly share of Fixed Costs related to Capital Recovery Charges shall equal the then current price per 1000 gallons established in the Subsequent Contract between the Authority and the Authority Customer times the Authority Customer's measured water usage for the month.

14. Subsection 6.3.3 of the Water Purchase and Sale Contract, "End of Year Adjustment," as amended by the Fourth Amendment, is deleted and replaced with the following:

6.3.3 End of Year Adjustment Related to 2014 Bonds. This subsection which provides for an end of year adjustment for Charter Customers only applies if the 2014 Bonds issued by the Authority are still outstanding at the beginning of the Fiscal Year. By March 1 of each year, the Authority shall calculate an adjustment charge or refund for the previous Fiscal Year based on the Charter Customer's Annual Water Usage during that Fiscal Year. The amount of the adjustment charge or refund for each specific Charter Customer for a given year shall be determined as follows:

STEP ONE: For each Charter Customer, determine how much that Charter Customer should pay in Fixed Costs for the previous Fiscal Year based upon the Charter Customer's Annual Water Usage in that year. This determination is made by dividing the total Fixed Costs related to the Authority's 2014 Bonds (see 6.3.1.1.(a)) by the total Annual Water Usage in 1000 gallons for all Charter Customers, and then multiplying by each Charter Customer's Annual Water Usage for the previous Fiscal Year. (Total Amount Owed)

STEP TWO: For each Charter Customer, determine how much that Charter Customer has already paid the Authority in Fixed Costs related to the 2014 Bonds for the previous Fiscal Year pursuant to subsection 6.3.2. (Amount Paid)

STEP THREE: Where the amount calculated for a Charter Customer in STEP ONE exceeds the amount calculated in STEP TWO, subtract the figure determined under STEP TWO from the figure determined under STEP ONE. The resulting number is the additional amount of money the Charter Customer must pay the Authority for Fixed Costs related to the 2014 Bonds for the previous Fiscal Year. (Adjustment Charge = Total Amount Owed – Amount Paid)

STEP FOUR: Where the amount calculated for a Charter Customer in STEP ONE is less than the amount calculated in STEP TWO, subtract the figure determined under STEP ONE from the figure determined under STEP TWO. The resulting number is the amount to be refunded to the Charter Customer by the Authority for Fixed Costs related to the 2014 Bonds for the previous Fiscal Year.
(Refund = Amount Paid - Total Amount Owed)

The Authority shall bill each Charter Customer for such additional Fixed Costs related to the 2014 Bonds by March 1, and the Charter Customer shall pay the Authority for such additional Fixed Costs related to the 2014 Bonds by April 1. The Authority shall issue refunds by April 15.

15. Subsection 6.3.4 of the Water Purchase and Sale Contract, "Adjustment Where Total Annual Water Usage Declines," as recreated by the Fourth Amendment, is deleted.

16. Subsection 6.3.5 of the Water Purchase and Sale Contract, "Adjustment if Subsequent Customer Purchases Water," is deleted.

17. Subsection 6.3.7 of the Water Purchase and Sale Contract, "Restricted Use of Fixed Costs," as created by the Sixth Amendment and amended by the Seventh Amendment, is revised as follows:

6.3.7 Restricted Use of Fixed Costs. Fixed Costs collected by the Authority in each Fiscal Year shall be used or applied in the following priority order:

(a) to paying the principal, premium, and interest due on all subsequently issued Bonds in that Fiscal Year;

(b) to complying with the covenants of any Bond Resolution (including payment into any accounts and funds of amounts required by the Bond Resolution) related to the subsequently issued Bonds

(c) to paying reasonable capital costs, including capital costs for which Bonds may be issued and such other capital costs as are necessary or desirable to carry out the corporate purposes and powers of the Authority;

(d) to providing an adequate depreciation fund for the Authority's Waterworks System; ~~and~~

(e) to contributing to the Authority's segregated maintenance, repair and replacement fund; and

(f) to contributing to the Authority's rate stabilization fund.

18. Subsection 6.3.8 of the Water Purchase and Sale Contract, "Treatment of Excess Fixed Costs Revenues," as created by the Sixth Amendment and amended by the Seventh Amendment and the Eighth Amendment, is deleted.

19. Subsection 6.6.2 of the Water Purchase and Sale Contract, "Monthly Security Fund Payments," as amended by the Sixth Amendment and the Eighth Amendment, is revised as follows:

6.6.2 Monthly Security Fund Payments. Prior to each Fiscal Year, the Authority shall, in accordance with this subsection, calculate how much money each Authority Customer must pay to and maintain in its Security Fund Account. This amount shall be calculated as follows:

STEP ONE: Determine each Authority Customer's Estimated Annual Water Requirement divided by 1000 and then divided by 12, and multiply this quotient by the price per 1000 gallons for Operation Costs for the upcoming Fiscal Year;

STEP TWO: Determine each Authority Customer's Estimated Annual Water Requirement divided by 1000 and then divided by 12, and multiply this quotient by the price per 1000 gallons for Fixed Costs for the upcoming Fiscal Year;

STEP THREE: Add the figure from STEP ONE to the figure or figures from STEP TWO, and multiply this sum by two;

STEP FOUR: Subtract from the figure determined in STEP THREE, the balance in the Authority Customer's Security Fund Account;

STEP FIVE: If the figure determined in STEP FOUR is less than zero, no further contribution need be made to the Authority Customer's Security Fund Account for the upcoming Fiscal Year. If the figure determined in STEP FOUR is more than zero, the Authority Customer must make a monthly contribution to the Authority Customer's Security Fund Account during the upcoming Fiscal Year. The amount of the monthly contribution to the Authority Customer's Security Fund Account for the upcoming Fiscal Year shall be as set forth in STEPS SIX, SEVEN and EIGHT;

STEP SIX: For the first year an Authority Customer pays monthly Aggregate Costs, the Authority Customer's monthly contribution to the Authority Customer's Security Fund Account shall equal the figure determined by STEP FOUR (provided that figure is greater than zero) divided by 36 ~~24;~~

STEP SEVEN: For the second year an Authority Customer pays monthly Aggregate Costs, the Authority Customer's monthly contribution to the Authority Customer's Security Fund Account shall equal the figure determined by STEP FOUR (provided that figure is greater than zero) divided by 24 ~~18~~;

STEP EIGHT: For all other years, an Authority Customer's monthly contribution to the Authority Customer's Security Fund Account shall equal the figure determined by STEP FOUR (provided that figure is greater than zero) divided by 12.

Each Authority Customer's Security Fund Account shall bear interest from the date funds are contributed to the date it is applied as provided in subsection

6.10.1. The interest rate to be paid shall be the rate established by the PSC under PSC 185.361(8), Wisconsin Administrative Code.

20. Section 7.1 of the Water Purchase and Sale Contract, "Procedural Rule," as amended by the Sixth Amendment and Eighth Amendment, is revised as follows:

7.1 **Procedural Rule.** Any motion, resolution or ordinance concerning the subjects enumerated below shall be adopted by the Authority in accordance with the terms of the Authority Formation Agreement, or if not addressed in the Authority Formation Agreement, by at least a two-thirds affirmative vote of all of the Authority's Directors.

(i) Approval of individual contracts or expenditures, or a series of contracts or expenditures related to a single Authority Project in an amount in excess of $250,000;

(ii) *[Deleted by Eighth Amendment to Contract effective 10/20/20.]*

(iii) ~~Refund of excess Fixed Costs revenues in a manner consistent with subsection 6.3.8;~~

(iv) Amendment of Exhibit B-1 in accordance with Section 2.13;

(v) Issuance of Bonds in an amount in excess of $100,000;

(vi) Sale of Potable Water to Subsequent Customers;

(vii) Approval of a contract between the Authority and an Authority Customer;

(viii) Approval of a contract to operate the Authority's Waterworks System; or

(ix) *[Deleted by Eighth Amendment to Contract effective 10/20/20.]*

(x) Disconnection of an Authority Customer's water pursuant to subsection 6.10.4.

21. Section 12.1 of the Water Purchase and Sale Contract, "No Contract with Rate More Favorable," is deleted and replaced with the following:

12.1 **Written Contract Required for Subsequent Customer.** The Authority shall not supply Potable Water except pursuant to a written contract. Any Subsequent Contract entered into by the Authority shall require a Subsequent Customer to abide by the provisions of this Contract except as explicitly modified by the Subsequent Contract.

22. Section 12.2 of the Water Purchase and Sale Contract, "Payment of Infrastructure Costs Required in Subsequent Contract" and Subsections 12.2.1, 12.2.2, and 12.2.3, are deleted and replaced with the following:

12.2 **Infrastructure Required by Subsequent Contract.**

12.2.1 Every Subsequent Contract shall identify the infrastructure necessary for the Authority to supply water and for the Subsequent Customer to receive water from the Authority's Waterworks System. The Subsequent Contract shall define contracting responsibilities for the design and construction of the infrastructure necessary for the Authority to supply water and for the Subsequent Customer to receive water from the Authority's Waterworks System. The Subsequent Contract shall provide that the Authority retains final design approval for such infrastructure in all cases. The Subsequent Contract shall also define payment responsibilities for all infrastructure and other related costs, including but not limited to, real estate, administrative, and legal costs, necessary for the Authority to supply water to the Subsequent Customer.

12.2.2 *[Deleted]*

12.2.3 A Subsequent Customer may enter into an agreement with an Authority Customer which allows the Subsequent Customer to use the Authority Customer's Unit System as a means of transporting water from the Authority's Waterworks System to the Subsequent Customer.

23. Subsection 12.3.2 of the Water Purchase and Sale Contract, "Excess Capacity Charge," as revised by the Second Amendment, is revised as follows:

12.3.2 Excess Capacity Charge. Unless agreed to otherwise, e~~E~~very Subsequent Contract shall require the Subsequent Customer to pay to the Authority an Excess Capacity Charge, calculated as provided in Section 6.4, to recover Fixed Costs from the Subsequent Customer for excess capacity built into the Authority's Waterworks System and any other facilities paid for with Bonds. ~~A Subsequent Customer's Excess Capacity Charge shall be determined based upon the number and sizes of water meters served by the Subsequent Customer. For each water meter served, the Subsequent Customer shall pay a charge equal to $294.00 multiplied by a factor determined by the size of the water meter. The size of the meter, the appropriate factor, and the resulting excess capacity charge for that meter is as set forth in Exhibit D. A Subsequent Customer's total Excess Capacity Charge shall equal the sum of all charges on all water meters served by the Subsequent Customer, plus interest. Interest shall accrue on this amount from December 1, 2003 until the date of the Subsequent Contract. The rate of interest shall equal the sum of the weighted average effective interest rate on all series of Bonds of the Authority any of which are outstanding on the date of the Subsequent Contract plus two percent (2%).~~

24. Subsection 12.3.3 of the Water Purchase and Sale Contract, "Payment of Charges," is revised as follows:

12.3.3 Payment of Charges. The Subsequent Customer shall pay the Authority for the costs under subsections ~~12.3.1 and~~ 12.3.2 by either (a) making a direct cash payment to the Authority within thirty days after the Authority notifies the Subsequent Customer of the amount due; or (b) paying the Authority such costs over time by amortizing such costs and adding them to the wholesale water rate paid by the Subsequent Customer; or (c) some combination of (a) and (b) above. If costs are to be amortized and included in rates, the length of time over which costs may be amortized shall be mutually agreed upon, but shall ~~may~~ not exceed the remaining term of the ~~Authority's Bonds, or the term of the~~ Subsequent Contract~~, whichever is shorter~~. Interest on the costs amortized shall accrue during the period of amortization at an agreed upon rate not to exceed the weighted average effective interest rate on all series of Bonds of the Authority any of which are then outstanding or the cost of borrowing incurred by the Authority for the project, whichever is higher, plus two percent (2%).

25. Section 12.4 of the Water Purchase and Sale Contract, "Water Rate and Charge Differential Required by Subsequent Contract" and Subsection 12.4.1 and 12.4.2, are deleted and replaced with the following:

12.4 **Water Rates in Subsequent Contract.**

12.4.1 Every Subsequent Contract shall provide that the Operation Costs rate that the Subsequent Customer pays for water shall equal the rate that an Authority Customer would pay in accordance with Section 6.2.

12.4.2 Every Subsequent Contract shall require a Subsequent Customer to contribute to the capital costs of the Authority's Waterworks System by making monthly Fixed Costs payments in accordance with Section 6.3. The Fixed Costs payments required by a Subsequent Contract shall include a Capital Recovery Charge to compensate the Authority for the Subsequent Customer's use of the Authority's Waterworks System already in existence at the time of the Subsequent Contract.

26. Section 12.5 of the Water Purchase and Sale Contract, "Other Terms in Subsequent Contract," is deleted.

APPROVAL OF THIS AMENDMENT IS SIGNIFIED BY THE CERTIFIED RESOLUTIONS OF THE CENTRAL BROWN COUNTY WATER AUTHORITY AND THREE-FOURTHS OF THE AUTHORITY MEMBERS WHICH RESOLUTIONS SHALL BE ATTACHED TO THIS AMENDMENT.

Process for Amending the Member Water Purchase and Sale Contract

The following dates are suggested for planning purposes and are subject to change. All decisions to take action are assumed to be affirmative, so several of these steps are contingent upon receiving actual approvals.

Steps in the Process	Possible Timing
Member request to modify the Contract submitted to Water Authority Board (request letter covered both phases of the process)	August 5, 2020
Recommendation from Growth Management Task Force provided to Water Authority Board for review and discussion	March 24, 2021
Member request to modify the Contract renewed by Ledgeview (to meet timing requirement for holding joint meeting)	March 24, 2021
Notice of joint meeting provided to Member governing bodies (at least *30 days prior* to the joint meeting)	March 25, 2021
Joint meeting of representatives of all Member governing bodies held to review and discuss the proposed amendments (*no more than 60 days after* the request is made to modify the Contract)	April 28, 2021
Water Authority Board of directors takes **action on resolution** to adopt the proposed amendments (no timing requirements but required before amendments take effect)	April 28, 2021 or May 26, 2021
Member governing bodies take **action on resolutions** to adopt the proposed amendments and provide certified copy of adopted resolutions to Water Authority (at least three-fourths approval to take effect)	May/June 2021
Water Authority **collects certified copies** of adopted resolutions for records	May/June 2021
Water Authority **sends letter** to all Members notifying of effective date of amendments and uploads modified Contract to the Board resource site	May/June 2021

CENTRAL BROWN COUNTY WATER AUTHORITY

CENTRAL BROWN COUNTY
WATER AUTHORITY

2920 S Webster Avenue
Allouez, WI 54301-1594
(920) 639-0078
manager@cbcwa.com

March 25, 2021

To: Member Community Municipal Administrators and Clerks and CBCWA Board Members

RE: Notice of Joint Meeting to Discuss Proposed Amendments to the Member Water Purchase and Sale Agreement

Dear Central Brown County Water Authority Member Communities,

The Water Authority has begun the process of developing Amendment #9 to the Water Purchase and Sale Agreement and is inviting each Member to send one or more representatives to a joint meeting of all governing bodies. This meeting is open to your elected officials and municipal staff. The Agreement requires that this step be taken to allow for discussion of proposed amendments. This meeting will be held on Wednesday, April 28th at 2:30 p.m. Due to the ongoing public health concerns, this will be video conference meeting. Please reply via phone or email and let me know who will be attending so that I can provide the online connection information to each attendee.

Amendment #9 to the Water Purchase and Sale Agreement is the second of two phases of amendments aimed at creating improved options for the future addition of new members to the Water Authority. Amendment #8, effective in October of 2020, was characterized as a set of clean-up revisions, and Amendment #9 involves the substantive items. The two-phase approach has simplified the process for Amendment #9, so that we can now focus in detail on the numerous proposed changes related to customer rates and charges. Proposed changes included in Amendment #9 fall into the following broad categories. Please see the accompanying amendment text for all the details.

1. Article 6 (Prices and Terms of Payment) – Changes to the calculation of rates and charges for operational and fixed costs, potential differentiation in these rates and charges for Charter Members versus Customer Members, changes to the annual true-up process, and anticipation of future volume-based charges for all members.

2. Article 12 (Subsequent and Other Contracts) – Changes to allow Customer Members to pay a different fixed cost rate than Charter Members, removal of mandatory additional interest penalties/capital risk factor, added flexibility to negotiate contract and construction details, and potential reduction or waiver of initial Excess Capacity Charge payment.

3. Articles 1, 4, and 7 (Other Related Changes) – Creating a definition of Capital Recovery Charge, improving meter placement, reflecting current practices for metering facilities, and updating related procedural rules.

The Water Authority's Strategic Plan has long identified a goal of expanding its membership for the purpose of selling additional water and thus further distributing the burden of ongoing capital and debt service costs. In 2018, the Board adopted a set of revisions to the Agreement Establishing the Water Authority for the purpose of enabling the creation of a new class of "Customer Members" with a different set of rights and obligations as compared to the Charter Members. In 2019, the Board commissioned the Growth Management Task Force to develop recommendations for related amendments to the Member Water Purchase Agreement. The first set of Task Force recommendations were approved last fall as Amendment #8, and the Task Force is now forwarding its completed recommendations as Amendment #9.

I encourage each Member to participate in the joint meeting. I will be available to present Amendment #9 in detail and to respond to any questions or discussion by the Members. For any Members interested in the presentation but not able to attend the meeting, I also plan to record a video presentation. I will provide you with the details to access that video in the near future.

Attached to this notice, please also find:

- A copy of the proposed Amendment #9 to the Member Water Purchase and Sale Agreement
- A Member resolution for adoption of Amendment #9
- A timeline of planned dates and steps required to adopt Amendment #9

Sincerely,

Nic Sparacio, CBCWA General Manager

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #21-58 Authorizing Installment Payment of Sidewalk Repair or Replacement Expenses in Excess of $1,000 Ordered Under Wis. Stats. §66.0907.**

The Board of Public Works at the May 10, 2021 Meeting approved the 2021 Repair Orders and Special Charges for sidewalk replacements and a five year payment plan for charges in excess of $1,000 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso21-58 (PDF)
- 2021 0510 CI_BOPW_Consider 2021 Sidewalk Repair Orders (PDF)
- Attachment 1 - 2021_Order_of_the_BOPW (PDF)
- Attachment 2 - CE_Project_21-05_Yearly_Program (PDF)
- Attachment 3 - 2021_Estimated_Sidewalk_Costs (PDF)
- Attachment 4 CE_Project_21-05_Sidewalk_Notification_Homeowner_Responsibility (PDF)
- Attachment 5 CE_Project_21-05_Sidewalk_Notification_City_Responsibility (PDF)
- Attachment 6 - Sidewalk_Repair_List (PDF)
- Attachment 7 - Top_26_Assessments (PDF)

RESOLUTION #21-58

AUTHORIZING INSTALLMENT PAYMENT OF SIDEWALK REPAIR OR REPLACEMENT EXPENSES IN EXCESS OF $1000 ORDERED UNDER WIS. STATS. §66.0907

WHEREAS, pursuant to Wis. Stats. §66.0907, the Board of Public Works is authorized to issue orders to property owners for the repair or replacement of unsafe, defective or insufficient sidewalk within city right-of-way adjacent to said property; and

WHEREAS, Wis. Stats. §66.0907(f) authorizes the Council, by Resolution, to provide that expenses incurred in City repair or replacement of such sidewalk be paid in annual installments as a special charge against the property until all installments have been paid; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends the Council allow for payment of such 2021 sidewalk repair or replacement expenses in up to five (5) annual installments, together with interest at the rate of 2.032% (which represents the interest rate at which the city last issued bonds, plus 1%) for costs in excess of $1,000.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council authorizes the payment of expenses incurred by the City for sidewalk repair or replacement pursuant to Order of the Board of Public Works under Wis. Stats. §66.0907 in up to five (5) annual installments for costs in excess of $1,000, together with interest thereon at the rate of 2.032%.

BE IT FURTHER RESOLVED THAT:

> The Clerk shall charge against the parcel each year until all installments have been entered and collected like other taxes upon real estate.

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 18th day of May, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 5/10/2021

CITY OF DE PERE MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: May 10, 2021

RE: **Consideration and possible action on 2021 Sidewalk Repair Orders and Special Charges**

Each year the City inspects 1/8 of the City for required repairs to sidewalks. This year, the repair area is on the west side of the Fox River, bound by the north City Limits to the north, the Canadian National railroad tracks to the west, the Fox River to the east, and Scheuring Road to the south. Sidewalks are inspected per the attached "Defective Sidewalk and Acceptable Repairs".

Work will be completed under Project 21-05 Sidewalk and Curb Repairs.

Due to some large sidewalk repair requirements, there are some significant charges for the sidewalk repair. Property owners are notified of the special charge after the Board meeting when the Order is approved. In 2019 and 2020, an alternative allowing property owners with a special charge exceeding $1,000 to have a 5-year payback period was approved by the Board. In 2021, there are 91 properties meeting this condition, with tentative special charges exceeding $1,000.

Attachments for this item include:

1) Order of the Board of Public Works
2) Yearly Program
3) Estimated Sidewalk and Sidewalk Replacement Costs
4) Sidewalk Repair Letter to Property Owner
5) Sidewalk Notification Letter City Responsibility
6) Sidewalk Repair List
7) Top 26 Assessments for 2021

Staff recommends the Board approve the Order of the Board of Public Works for Sidewalk Repairs and payback period for special charges for the 2021 sidewalk repair program.

MAY 10, 2021

ORDER OF THE BOARD OF PUBLIC WORKS
FOR SIDEWALK REPAIRS UNDER
SECTION 66.0907, WISCONSIN STATUTES

The Board of Public Works of the City of De Pere, Brown County, Wisconsin, has found that certain sidewalks on the following streets were unsafe, defective or insufficient, to-wit:

West side of the Fox River, east of the railroad tracks, north of Scheuring Road

The Board of Public Works orders that all defective sidewalks identified on the attached property and repair listing be removed and replaced or otherwise corrected as identified therein and in accordance with the standards set forth and the established grade.

All owners of property fronting on said streets are ordered to remove and replace that portion of the sidewalk in need for repair and abutting their premises on or before the 30th day of June, 2021. If any owner fails to comply with this order, the City of De Pere shall cause the work on their sidewalk to be done by contract and shall charge the cost as a special tax against their lot or parcel. Lots or parcels with special charge costs in excess of $1,000 will have the option of paying such sidewalk replacement expenses in up to five (5) annual installments, together with interest (at a rate of the City's last issued bonds, plus 1%).

A copy of this order shall be mailed to each owner or their agent, and shall be published in the official newspaper.

Dated at De Pere, Wisconsin, this 10th day of May, 2021

BOARD OF PUBLIC WORKS
CITY OF DE PERE, WISCONSIN

Eric P. Rakers, P.E.
City Engineer

SIDEWALK REPAIR AND REPLACEMENT PROGRAM

YEAR	DESCRIPTION OF AREA
2021	West side of Fox River, east of RR tracks, north of Scheuring
2022	West side of Fox River, south of Scheuring Road
2023	East side of Fox River, south of Charles Street, west of Jordan/Ontario
2024	East side of Fox River, south of Charles, east of Jordan/Ontario
2025	West side of Fox River, west of RR tracks, north of Grant Street
2026	West side of Fox River, west of RR tracks, Grant to Scheuring
2027	East side of Fox River, north of Charles, west of Webster
2028	East side of Fox River, north of Charles, east of Webster

GUIDELINES

DEFECTIVE SIDEWALK AND ACCEPTABLE REPAIRS		
CRITERIA	DEFECT	REPAIRS*
Vertical Displacement	3/4" high or greater for 12" of joint	---Replace ---Mudjack ---Grinding up to 2” vertical
Horizontal Displacement	Greater than 1/2" for crack 3' or longer	---Replace ---Level crack may be cleaned and filled with concrete epoxy
Profile Variance	Over 4" per slab	---Replace ---Mudjack
Inverse Slope	Trapped water	---Replace ---Mudjack
Surface Imperfections	---50% or more of slab spalled ---Missing piece 3"x3" or greater ---Over 10' of cracks per slab	---Replace ---Missing piece up to 12" x 12" may be cleaned and filled with concrete epoxy

*Ramping of Vertical Displacement or Concrete Overlay of sidewalk are NOT acceptable repairs.

CITY OF DE PERE

Public Works - Engineering Department

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

2021

ESTIMATED COSTS FOR NEW & REPLACEMENT SIDEWALK

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

CITY OF DE PERE

Engineering

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

DATE

«OWNMAIL1»
«OWNMAIL3»
«OWNMAIL4»

Dear Property Owner:

In 1974, the Board of Public Works of the City of De Pere initiated a program to make all sidewalks in the City safe for pedestrians. Annually since then, sections of the city are selected by the Board on a rotating basis for review and correction. This year your area was identified.

Using guidelines set by the Board, the Engineering Department inspected the sidewalk abutting your property. Sections of sidewalk in need of correction were marked as follows:

1. **Sections Marked in Green Paint are the Homeowner's Responsibility:**
   Individual sections are sprayed with green paint. Note that multiple sections may also be marked in this way. Multiple sections marked with a green arrow indicates that all sections between, and including the arrows should be repaired. Repair of defects marked green are the property owner's responsibility.
2. **Sections marked with white paint are the City's responsibility:**
   Only defective or hazardous walk has been marked. Please note that occasionally, at the time of construction, it is found that additional adjacent walk needs to be removed and replaced to properly align the repair walk.

The findings of the Engineering Department were reported to the Board of Public Works on May 10, 2021. Upon review, the Board ordered repairs on the quantity of sidewalk panels listed below, at your property (approximate quantity):

Sidewalk Repairs at «LOCATION», Parcel ID: «PARCELID»

Distress	Number of Panels	Approximate Cost
Horizontal Displacement:	«HD» Panels	$«HDCOST2»
Vertical Displacement:	«VD» Panels	$«VDCOST2»
Surface Imperfections:	«SI» Panels	$«SICOST2»
Other:	«O» Panels	$«SICOST2»
TOTAL:	**«Private_Panels» Panels**	**$«TOTAL»**

The order allows you to make the corrections yourself or to arrange to have them made by a City licensed sidewalk contractor (visit www.deperewi.gov) of your choice on or before June 30, 2021. Any work remaining after that date will be done by the City's contractor. If you make any repairs by mud-jacking, grinding, or crack filling with concrete epoxy, (where allowed) please contact the Engineering Department by June 30, 2021 to have the repairs inspected and approved. Ramping of vertical displacement is NOT acceptable. The 2021 preliminary, approximate cost for replacement of a 5-foot by 5-foot, 4-inch thick sidewalk panel is $281.25 ($56.25 per linear foot). The 2021 preliminary, approximate cost for replacement of a 5-foot by 5-foot, 6-inch thick sidewalk panel across a driveway is $298.75 ($59.75 per linear foot).

If the City does the work, the costs of the repairs will be placed against your property as a special charge. Payment options for this special charge are:

Pay in full within 30 days of invoice to avoid interest accrual. Unpaid invoices will be charged against the parcel and collected like other taxes upon real estate.

Properties with repairs in excess of $1,000 may make payment in up to five annual installments, with interest accruing after the first 30 days of invoice. The interest rate is 3.365% (which represents the interest rate at which the city last issued bonds, plus 1%). A charge will go against the parcel each year until all installments have been entered and collected like other taxes upon real estate.

Please see the enclosed Resolution 21-XX for those payment details.

Disturbed lawns due to the sidewalk replacement by the City contractor will be seeded. The Homeowner is required to water and maintain.

*** Property owners with invisible fences or sprinkler systems located in the City right-of-way should have these items located prior to construction. The contractor cannot guarantee the condition of these items once construction begins. Any damages to these systems are the responsibility of the property owner and not the City or its contractor.**

Your cooperation in attaining safer sidewalks is appreciated. If you should have any questions regarding this matter, please contact Kelly Demeny with the City Engineering Department at 339-4072, extension 2234 or by email at kdemeny@deperewi.gov.

Sincerely,
DEPARTMENT OF PUBLIC WORKS



Chase K. Kuffel, P.E.
Assistant City Engineer

CITY OF DE PERE

Engineering

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

DATE

«OWNMAIL1»
«OWNMAIL3»
«OWNMAIL4»

Re: City Sidewalk Repairs at «LOCATION», «PARCELID»

Dear Property Owner:

In 1974 the Board of Public Works of the City of De Pere initiated a program to make all sidewalks in the City safe for pedestrians. Annually since then, the Board has selected an area of the City for review and correction. This year your area was chosen.

You are receiving this letter to inform you that the City will be performing sidewalk repairs adjacent to your property. There is no charge to you for these repairs because the terrace trees are determined to have caused the damage.

Using guidelines set by the Board, the Engineering Department inspected the sidewalk abutting your property. Sections of sidewalk in need of correction were marked as follows:

- Sections in need of repairs are marked with green or white paint.
- Sections marked with white paint are the City's responsibility. Note that multiple sections may be marked in this way.

Only defective or hazardous walk has been marked. Please note that occasionally, at the time of construction, it is found that additional adjacent walk needs to be removed and replaced to properly align the repair walk.

The sidewalk that is replaced by the City Contractor will be seeded. The property owner is required to water and maintain the landscaping area.

*** Property owners with invisible fences or sprinkling systems located in the city right-of-way should have these items located prior to construction. The contractor cannot guarantee the condition of these items once construction begins.**

Your cooperation toward the attainment of safer sidewalks is appreciated. If you should have any questions regarding this matter, please call Kelly Demeny with the City Engineering Department at 339-4072, extension 2234 or contact him by email at kdemeny@deperewi.gov.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Chase Kuffel
Assistant City Engineer

CITY OF DE PERE PROJECT 21-05 SIDEWALK AND CURB REPAIR			Horizontal Displacement	Vertical Displacement	Surface Imperfections	Total Panels
PARCEL ID	LOCATION	OWNER	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	
WD-70-1	1500 FORT HOWARD AVE	BROWN COUNTY PARK FAIRGROUNDS	11	2	12	25
WD-778	1816 FORT HOWARD AVE	CARY M UECKE	16	2	0	18
WD-782	532 DUNNING DR	GERALD L BOS	14	2	0	16
WD-1668	555 MAIN AVE	EDWARD Y LIN	6	7	3	16
WD-510	824 FORT HOWARD AVE	U S PAPER MILLS CORP	4	5	5	14
WD-310	430 GRANT ST	NICOLET HIGHLANDS LLC	6	6	2	14
WD-365	200 MAIN AVE	AHLSTROM-MUNKSJO NICOLET LLC	7.5	1	5	13.5
WD-934	290 REID ST	SAINT NORBERT COLLEGE INC	4	3	3	10
WD-404-2	0 MAIN AVE	WISCONSIN DEPARTMENT OF TRANSPORTATION	0	0	10	10
WD-920	365 MAIN AVE	SAKS HOLDINGS LLC	0	6.5	3.5	10
WD-295	444 REID ST	PARK PLACE HOLDINGS REID STREET LLC	1	9	0	10
WD-936	110 REID ST	SAINT NORBERT COLLEGE INC	4	5	1	10
WD-616	631 THIRD ST	SAINT NORBERT COLLEGE INC	1	9	0	10
WD-262-1	1321 LOST DAUPHIN RD	PABLO D TAVARES AMEZCUA	0	3	7	10
WD-913	337 MAIN AVE	MIRHASHEMI INC	2.5	7	0	9.5
WD-889	421 MAIN AVE	JAMES J KROPP	0	9.5	0	9.5
WD-623	500 GRANT ST	GRANT STREET HOLDINGS LLC	1.5	7	0.5	9
WD-890-1	441 MAIN AVE	PEOPLES MARINE BANK OF GREEN BAY	2	2.5	4	8.5
WD-203-2	1636 LOST DAUPHIN RD	ST NORBERT COLLEGE INC	3	4	1	8
WD-785	512 DUNNING DR	THOMAS J SMEESTER	1	2	5	8
WD-791	503 LEONARD ST	MICHAEL P JANSEN	7	0	1	8
WD-965	401 REID ST	JAYAMBEY LLC	3	3	2	8
WD-905	290 REID ST	SAINT NORBERT COLLEGE INC	6	0	2	8
WD-841	620 THIRD ST	SAINT NORBERT COLLEGE INC	2	1	5	8
WD-884	401 MAIN AVE	SCHLEIS PROPERTIES LLC	0	2.5	5	7.5
WD-789	1809 EDGAR ST	CHRISTOPHER T RUSH	6	1	0	7
WD-793	1410 FORT HOWARD AVE	DALE E HOCKERS	2	1	4	7
WD-951	209 REID ST	SAINT NORBERT COLLEGE INC	2	2	3	7
WD-675	317 FOURTH ST	LINZMEYER FAMILY LP	0	0	7	7
WD-792-1	515 LEONARD ST	STEVEN B CHRISTIAN	7	0	0	7
WD-818	1316 FORT HOWARD AVE	SCOTT A DANELSKI	5	0	2	7
WD-288	441 MAIN AVE	PEOPLES MARINE BANK OF GREEN BAY	3	0	4	7
WD-752	717 THIRD ST	EQUITY TRUST CO CUSTODIAN FBO ROBERT C OLSON IRA	0	6	1	7
WD-758-S-1	1703 LOST DAUPHIN RD	STOCK KENNETH C 2004 REVOCABLE TRUST	1	5	1	7
WD-751	803 THIRD ST	THOMAS F DELSART	2	2.5	2	6.5
WD-882	300 LANDE ST	JARED VANDENBRANDEN, ETAL	0	0.5	6	6.5
WD-381	400 MAIN AVE	SECOR JEROME J REVOCABLE TRUST	2	2	2	6
WD-893	400 REID ST	GENCAP DE PERE 1 LLC	0	4	2	6
WD-868	809 FOURTH ST	ERIC CRABBE	0	2	4	6
WD-961	325 REID ST	TWEET BROTHERS RENTAL PARTNERSHIP	3	1	2	6
WD-815	657 FAIRVIEW AVE	ROBERT S OLEWINSKI	0	5	1	6
WD-822	672 RIVER AVE	JAMBER INVESTMENTS LLC	0	2	4	6
WD-522	918 FORT HOWARD AVE	DAVID R KOPP	0	4	2	6
WD-388	486 MAIN AVE	SMOOTH MONEY OF DE PERE, LLC	0	5	1	6
WD-954	0 THIRD ST	SAINT NORBERT COLLEGE INC	0	2	4	6
WD-168	412 THIRD ST	SAINT NORBERT COLLEGE INC	0	5	1	6
WD-221	335 MARSH ST	ST NORBERT COLLEGE INC	0	0	6	6
WD-492	617 BIRCH ST	DANIEL R PETERS	2	1	2.5	5.5
WD-398	240 N SIXTH ST	LINDSAY J BROOKS	0	0.5	5	5.5
WD-917	353 MAIN AVE	SAKS HOLDINGS LLC	0	4.5	1	5.5
WD-220-1	329 MARSH ST	ST NORBERT COLLEGE INC	0	0	5	5
WD-279	509 MAIN AVE	CAPITAL CREDIT UNION	1	4	0	5
WD-491	327 N SIXTH ST	JASON J HEARLEY	1	2	2	5
WD-240	705 FOURTH ST	SAINT NORBERT COLLEGE INC	0	2	3	5
WD-871-1	818 THIRD ST	STEVEN R DRAEGER	1	4	0	5
WD-183	1011 THIRD ST	MAXINE E CAYCE, TRUSTEE	1	3	1	5
WD-708-F-5	1120 FORT HOWARD AVE	BARBARA R BREBNER	1	3	1	5
WD-389-4	556 MAIN AVE	CHRIST THE ROCK CHURCH INC	2	0	3	5
WD-925	115 FOURTH ST	BLACK PUCK REALTY LLC	1	0	4	5
WD-676	316 THIRD ST	SAINT NORBERT COLLEGE INC	2	3	0	5
WD-47	205 STEWART ST	SAINT NORBERT COLLEGE INC	0	0	5	5
WD-173	707 THIRD ST	RUF LIVING TRUST	0	3	2	5
WD-753-1	715 THIRD ST	THOMAS F DELSART	1	4	0	5
WD-874	901 FOURTH ST	WILLIAM A CAYEMBERG	0	3	2	5
WD-194-2	1300 LOST DAUPHIN RD	SAINT NORBERT COLLEGE INC	0	4	1	5

CITY OF DE PERE PROJECT 21-05 SIDEWALK AND CURB REPAIR			Horizontal Displacement	Vertical Displacement	Surface Imperfections	Total Panels
PARCEL ID	LOCATION	OWNER	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	
WD-0006	784 SCHEURING RD	LISA M & THOMAS L BARRETT	0	4	1	5
WD-496	306 N SIXTH ST	TAMMY L BORCHERS	4	0.5	0	4.5
WD-918	355 MAIN AVE	CONNECTIVE PROPERTIES LLC	0	4.5	0	4.5
WD-872	819 FOURTH ST	STEVE DRAEGER	3	1	0.5	4.5
WD-194-3	1300 LOST DAUPHIN RD	MIDWEST COMMUNICATIONS	0	1	3	4
WD-281	108 S FIFTH ST	CAPITAL CREDIT UNION	1	2	1	4
WD-222	339 MARSH ST	ST NORBERT COLLEGE INC	2	1	1	4
WD-252	805 FOURTH ST	ERIC A CRABBE	0	1	3	4
WD-45	217 STEWART ST	SAINT NORBERT COLLEGE INC	1	1	2	4
WD-199	1213 LOST DAUPHIN RD	JOHN F MASON	3	0	1	4
WD-784	518 DUNNING DR	LISA L ASCHENBRENNER	0	3	1	4
WD-805	624 FAIRVIEW AVE	IRIS R SEROOGY	0	1	3	4
WD-792-12	501 DUNNING DR	ANGELA J JEPSON	3	1	0	4
WD-792-14	437 DUNNING DR	MELANIE ANN OLP	3	1	0	4
WD-792-21	1800 EDGAR ST	RYAN J MEYER	1	3	0	4
WD-77-3	1102 FORT HOWARS AVE	MICHAEL J PIJANOWSKI	0	1	3	4
WD-389-2	500 MAIN AVE UNIT A-D	DUTCH BOYZ DE PERE LLC	2	0	2	4
WD-429	111 FORT HOWARD AVE	WISCONSIN PUBLIC SERVICE CORP	2	1	1	4
WD-380	380 MAIN AVE	OLD NELL PROPERTIES LLC	1	3	0	4
WD-921	371 MAIN AVE	ABTS INVESTMENTS LLC	0	4	0	4
WD-172	701 THIRD ST	ROSNER RENTALS LLC	1	2	1	4
WD-875	904 THIRD ST	ROY LINDGREN	2	2	0	4
WD-877	909 FOURTH ST	MICHAEL T ESERKALN	3	0	1	4
WD-163	1100 FOURTH ST	HENRY M SECOR JR	1	3	0	4
WD-206-1	1631 LOST DAUPHIN RD	TIMOTHY J HOWALD	1	3	0	4
WD-870	813 FOURTH ST	ANDERSON JAMES R & JOY L LIVING TRUST	0	1	2.5	3.5
WD-233	418 FOURTH ST	JOSEPH B VANDENACK	1	1	1.5	3.5
WD-621	215 PLEASANT PL	SALLY MARCELLE	1	1.5	1	3.5
WD-668	311 GRANT ST	SAINT NORBERT COLLEGE INC	0	0	3	3
WD-792-20	1804 EDGAR ST	STEVEN K BRUNETTE	2	1	0	3
WD-823	666 RIVER AVE	GARY L GLATFELTER, ETAL	0	3	0	3
WD-836	1230 FORT HOWARD AVE	TYLER J TERRELL, ETAL	2	0	1	3
WD-394	222 N SIXTH ST	DAVID J JACOB	1	1	1	3
WD-649-1	ALLEY - 0 GRANT ST	ST NORBERT COLLEGE INC	0	0	3	3
WD-792-8	519 DUNNING DR	JOAN L BRAUNSDORF	1	2	0	3
WD-493	615 BIRCH ST	THOMAS J MOLITOR	1	1	1	3
WD-427	251 N SIXTH ST	STEVEN J SCHROEDER	0	3	0	3
WD-647	318 FOURTH ST	ST NORBERT COLLEGE INC	0	1	2	3
WD-854	606 FOURTH ST	SAINT NORBERT COLLEGE INC	1	2	0	3
WD-617	222 PLEASANT PL	LARRY J ROFFERS	1	1	1	3
WD-264	230 PROSPECT PL	JORDAN A SANTAGA	2	1	0	3
WD-821	1304 FORT HOWARD AVE	JOSEPH J VANRENS	0	0	3	3
WD-506	612 BIRCH ST	MICHAEL R WEBER	1	2	0	3
WD-930	330 REID ST	LUTSEY ENTERPRISES LLP	1	2	0	3
WD-634-2	400 GRANT ST	SAINT NORBERT COLLEGE INC	0	0	3	3
WD-696	0 THIRD ST	SAINT NORBERT COLLEGE INC	2	0	1	3
WD-672	324 COLLEGE AVE	ST NORBERT COLLEGE INC	1	0	2	3
WD-673	330 COLLEGE AVE	SAINT NORBERT COLLEGE INC	0	0	3	3
WD-765	402 FOURTH ST	SCOTT A VANRYZIN	0	2	1	3
WD-708-J-101	417 FOURTH ST	THOMAS F DELSART	0	1	2	3
WD-227	320 MARSH ST	SAINT NORBERT COLLEGE INC	0	1	2	3
WD-776	319 MARSH ST	DANIEL J DANEN	2	1	0	3
WD-246	717 FOURTH ST	ST NORBERT COLLEGE INC	1	1	1	3
WD-48	141 STEWART ST	ST NORBERT COLLEGE INC	0	1	2	3
WD-619	208 PLEASANT PL	SAINT NORBERT COLLEGE INC	0	2	1	3
WD-175	901 THIRD ST	JAMES R RABOIN	0	3	0	3
WD-253-1	232 BELLE AVE	MICHAEL A HOLLY	0	3	0	3
WD-189	1102 FOURTH ST	JOSHUA B LECLAIRE	1	2	0	3
WD-261	1309 LOST DAUPHIN RD	ROBERT B LARSEN	0	2	1	3
WD-276	1413 LOST DAUPHIN RD	JEFFREY S MENCHESKI	1	1	1	3
WD-276-1	1417 LOST DAUPHIN RD	SHAWN R NEUVILLE	0	2	1	3
WD-723-1	1507 LOST DAUPHIN RD	RICHARD L KARBON	0	2	1	3
WD-723-7	249 FOX RIDGE CT	MATTHEW O VANLANEN	0	3	0	3
WD-809	627 FAIRVIEW AVE	MICHAEL COPPENS	1	0.5	1	2.5
WD-915	345 MAIN AVE	MANNING RONALD G & MARY A PFUTZENREUTER JT REV	0	2.5	0	2.5

CITY OF DE PERE PROJECT 21-05 SIDEWALK AND CURB REPAIR			Horizontal Displacement	Vertical Displacement	Surface Imperfections	Total Panels
PARCEL ID	LOCATION	OWNER	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	
WD-741	918 FOURTH ST	NATHAN E KRAFTCHECK	0	1.5	1	2.5
WD-750	807 THIRD ST	RUBENS LLC	1	1.5	0	2.5
WD-180	923 THIRD ST	ROBERT P WOLSLEGEL	0	2.5	0	2.5
WD-399	244 N SIXTH ST	MICHAEL A WALKOWIAK JR	0	1	1	2
WD-392	208 N SIXTH ST	HOLEWINSKI PROPERTIES LLC	0	2	0	2
WD-228	324 MARSH ST	SAINT NORBERT COLLEGE INC	0	2	0	2
WD-225	507 FOURTH ST	ST NORBERT COLLEGE INC	0	2	0	2
WD-876	910 THIRD ST	SNYDER THOMAS W & NANCY L REVOCABLE LIVING TRUST	1	1	0	2
WD-265-1	222 PROSPECT PL	REBECCA L JANSSEN	2	0	0	2
WD-486	330 FORT HOWARD AVE	MCHAEL MCKENZIE	1	1	0	2
WD-419	231 N SIXTH ST	CORDAY T GODDARD	0	0	2	2
WD-306	525 REID ST	N E W DEVELOPERS LLC	0.5	1	0.5	2
WD-694	0 GRANT ST	SAINT NORBERT COLLEGE INC	0	2	0	2
WD-766-1	417 COLLEGE AVE	SAINT NORBERT COLLEGE INC	0	2	0	2
WD-764	410 FOURTH ST	SAINT NORBERT COLLEGE INC	0	1	1	2
WD-856	620 FOURTH ST	ST NORBERT COLLEGE INC	1	1	0	2
WD-242	712 THIRD ST	SAINT NORBERT COLLEGE INC	0	1	1	2
WD-873	313 HIGH ST	RICHARD L GERBERS	1	1	0	2
WD-203-4	672 SCHEURING RD	MICHAEL J MATHU	0	2	0	2
WD-269	217 PROSPECT PL	LISA M HUMBLET	1	1	0	2
WD-786	508 DUNNING DR	KELLY B SHAW	0	1	1	2
WD-792-5	1716 FORT HOWARD AVE	ALEX BOULANGER	1	1	0	2
WD-792-3	1722 FORT HOWARD AVE	ELSIE F HUSSIN	0	2	0	2
WD-792-7	521 DUNNING DR	JAMES A HOLTERMAN	2	0	0	2
WD-792-13	441 DUNNING DR	ADAM HOCK	0	1	1	2
WD-792-19	1808 EDGAR ST	RICHARD K FRENCH	1	1	0	2
WD-792-18	1812 EDGAR ST	JEAN E DWYERHUNNER	1	1	0	2
WD-811	639 FAIRVIEW AVE	DAVID J BACHMAN	1	1	0	2
WD-825	656 RIVER AVE	MATTHEW C STEVENS	1	0	1	2
WD-826	652 RIVER AVE	BEVERLY T MOESER	0	2	0	2
WD-522-1	1000 FORT HOWARD AVE	JOANNE V MUKA	0	2	0	2
WD-508	406 FORT HOWARD AVE	TL BROOKS HOLDINGS LLC	1	1	0	2
WD-480	300 FORT HOWARD AVE	LORI J BOHLING	0	2	0	2
WD-479	301 N SIXTH ST	LINDA A SCHUMACHER	0	2	0	2
WD-490	321 N SIXTH ST	MICHAEL J CARTER	0	1	1	2
WD-421	235 N SIXTH ST	PATTI L LAUDICINA	2	0	0	2
WD-417	225 N SIXTH ST	ROBERT HANDRICK	0	1	1	2
WD-1814	200 FORT HOWARD AVE	S SONNABEND PROPERTIES LLC	2	0	0	2
WD-418	208 FORT HOWARD AVE	DIANNE M DRAKE	0	2	0	2
WD-428	232 FORT HOWARD AVE	BRIANNA M HAMMERSLEY	0	2	0	2
WD-432	207 FORT HOWARD AVE	JOHN H AMBROSIUS	0	2	0	2
WD-405	113 FORT HOWARD AVE	SAMUEL J SANDERS	1	0	1	2
WD-378	366 MAIN AVE	DAVID J MATYAS	0	2	0	2
WD-923	377 MAIN AVE	SAKS HOLDINGS LLC	2	0	0	2
WD-216	300 GRANT ST	SAINT NORBERT COLLEGE INC	0	2	0	2
WD-685	213 THIRD ST	SAINT NORBERT COLLEGE INC	0	2	0	2
WD-7	0 THIRD ST	SAINT NORBERT COLLEGE INC	0	2	0	2
WD-23	0 MARSH ST	SAINT NORBERT COLLEGE INC	0	0	2	2
WD-40	601 THIRD ST	SAINT NORBERT COLLEGE INC	2	0	0	2
WD-646	405 GRANT ST	ST NORBERT COLLEGE INC	2	0	0	2
WD-235	426 FOURTH ST	SAINT NORBERT COLLEGE INC	1	0	1	2
WD-236	500 FOURTH ST	PATRICK H HART	2	0	0	2
WD-149	704 FOURTH ST	ST NORBERT COLLEGE INC	0	2	0	2
WD-744	428 LANDE ST	DANIELLE M BAETEN	0	2	0	2
WD-770	314 MARSH ST	SAINT NORBERT COLLEGE INC	0	1	1	2
WD-231	425 FOURTH ST	COLLEEN P CAINE, ETAL	0	2	0	2
WD-238	704 THIRD ST	SAINT NORBERT COLLEGE INC	1	1	0	2
WD-243	718 THIRD ST	THOMAS F DELSART	1	1	0	2
WD-869	814 THIRD ST	AVERY J OBERSTADT, ETAL	0	2	0	2
WD-618	216 PLEASANT PL	SAINT NORBERT COLLEGE INC	1	1	0	2
WD-904	435 LANDE ST	MATTHEW A LAUSCHER	1	1	0	2
WD-166	305 LANDE ST	SHAE PROPERTIES LLC	0	1	1	2
WD-167	1010 THIRD ST	THOMAS M MCGOREY	2	0	0	2
WD-178	911 THIRD ST	4K RESIDENTIAL PROPERTIES LLC	0	2	0	2
WD-197-1	1131 LOST DAUPHIN RD	MICHAEL J & DONNA J CALAWERTS REVOCABLE TRUST	0	1	1	2

CITY OF DE PERE PROJECT 21-05 SIDEWALK AND CURB REPAIR			Horizontal Displacement	Vertical Displacement	Surface Imperfections	Total Panels
PARCEL ID	LOCATION	OWNER	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	
WD-197	1135 LOST DAUPHIN RD	MICHAEL J & DONNA J CALAWERTS REVOCABLE TRUST	0	0	2	2
WD-257	244 NICOLET PL	AMY L KOCKEN	0	1	1	2
WD-201	1600 LOST DAUPHIN RD	SAINT NORBERT COLLEGE INC	0	2	0	2
WD-203-3	680 SCHEURING RD	MICHAEL J MATHU	0	2	0	2
WD-699-E-4-1	742 SCHEURING RD	JOHN F ERICKSON	0	2	0	2
WD-699-E-3-1	756 SCHEURING RD	JOHN F ERICKSON	1	1	0	2
WD-271	225 PROSPECT PL	KEVIN J HEEZEN	0	0	2	2
WD-810	633 FAIRVIEW AVE	NOREEN M VANDENBERG	0	0.5	1	1.5
WD-879	911 FOURTH ST	THERESA J GARDNER	1	0.5	0	1.5
WD-224	515 FOURTH ST	ST NORBERT COLLEGE INC	0	1.5	0	1.5
WD-387	444 MAIN AVE	F & J PROPERTIES LLC	0	1.5	0	1.5
WD-387-1	0 MAIN AVE	JAMES J KROPP	0	1.5	0	1.5
WD-234	420 FOURTH ST	SAINT NORBERT COLLEGE INC	0	1	0.5	1.5
WD-156-1	816 FOURTH ST	GLENN J GAUTHIER	1	0.5	0	1.5
WD-223	517 FOURTH ST	ELIZABETH A VANDEYACHT	0	1.5	0	1.5
WD-883	923 FOURTH ST	JARED R VANDENBRANDEN, ETAL	0	1.5	0	1.5
WD-903-1	427 LANDE ST	RAYMOND A GUENETTE	0	1.5	0	1.5
WD-179	915 THIRD ST	WILLIAM R NIELSON II	0	1.5	0	1.5
WD-834	659 RIVER AVE	JASON L BAVINCK	0	0	1	1
WD-485-1	312 FORT HOWARD AVE	CASEY M CREVIER	1	0	0	1
WD-396	226 N SIXTH ST	SHEBU ZHANG	0	1	0	1
WD-393	214 N SIXTH ST	DAWN A PULLEY	0	1	0	1
WD-403	103 FORT HOWARD AVE	RALPH E SANDERS	1	0	0	1
WD-665	317 GRANT ST	SAINT NORBERT COLLEGE INC	1	0	0	1
WD-855	616 FOURTH ST	SAINT NORBERT COLLEGE INC	0	1	0	1
WD-150	710 FOURTH ST	SAINT NORBERT COLLEGE INC	0	0	1	1
WD-152	716 FOURTH ST	DANTON W HOLCOMBE	0	0	1	1
WD-742-1	416 LANDE ST	RONALD W DIEDERICH	0	0	1	1
WD-743	424 LANDE ST	JOSEPH D VANDERLINDEN	0	0	1	1
WD-838	500 THIRD ST	SAINT NORBERT COLLEGE INC	0	0	1	1
WD-867	810 THIRD ST	DEREK J RHODES	0	1	0	1
WD-899	1002 FOURTH ST	ERRYN ASHLEY BOILARD	0	0	1	1
WD-159	1017 FOURTH ST	GREEN R PROPERTIES LLC	1	0	0	1
WD-699-E-6-1	716 SCHEURING RD	JOHN F ERICKSON	0	1	0	1
WD-699-E-5-1	728 SCHEURING RD	JOHN F ERICKSON	1	0	0	1
WD-272	229 PROSPECT PL	THOMAS A PAULSON	0	0	1	1
WD-206	1625 LOST DAUPHIN RD	PAUL J SCHNEIDER	1	0	0	1
WD-790	1813 EDGAR ST	PAMELA A HAVELKARIVARD	0	1	0	1
WD-792	509 LEONARD ST	EDWARD J BOUGIE	1	0	0	1
WD-779	1808 FORT HOWARD AVE	SEAN M BARBER	0	1	0	1
WD-804	628 FAIRVIEW AVE	DAVID MROCZYNSKI	0	0	1	1
WD-792-2	531 DUNNING DR	LINDA M TURRIFF	1	0	0	1
WD-792-6	525 DUNNING DR	BRIAN D BEARDSLEY	1	0	0	1
WD-792-11	505 DUNNING DR	THOMAS N ERDMANN JR	0	1	0	1
WD-814	649 FAIRVIEW AVE	DONALD R KOLTZ	0	1	0	1
WD-833	651 RIVER AVE	THOMAS J HRDLICKA	0	1	0	1
WD-835	600 RIVER AVE	TYLER J TERRELL, ETAL	0	1	0	1
WD-77	1116 FORT HOWARD AVE	MARY C HARPER	0	0	1	1
WD-505	608 BIRCH ST	FRANCISCO ROMAN	0	1	0	1
WD-488	336 FORT HOWARD AVE	SHAWN ALBERTS	1	0	0	1
WD-484	306 FORT HOWARD AV	JOHN B MAZZARIELLO	0	1	0	1
WD-1815	202 FORT HOWARD AVE	DANIEL C WINSKI	0	0	1	1
WD-416	204 FORT HOWARD AVE	BRENT A DEAVERS	0	1	0	1
WD-426	230 FORT HOWARD AVE	MATTHEW J DIEDERICH	0	1	0	1
WD-497	324 N SIXTH ST	TYLER D HOLTZHEIMER	0	0	1	1
WD-400	250 N SIXTH ST	KAYLA SELL	0	0	1	1
WD-389-5	0 FORT HOWARD AVE	CHRIST THE ROCK CHURCH INC	0	1	0	1
WD-411	117 FORT HOWARD AVE	JOSEPH J BLOEMER	0	1	0	1
WD-386	436 MAIN AVE	ISC PROPERTY LLC	0	1	0	1
WD-379	368 MAIN AVE	SAKS HOLDINGS LLC	0	1	0	1
WD-374	342 MAIN AVE	PAUL H WILLEMS	0	1	0	1
WD-367	300 MAIN AVE	HAWK HOLDINGS LLC	0	1	0	1
WD-911	327 MAIN AVE	TILKENS HOLDINGS LLC	0	1	0	1
WD-922	375 MAIN AVE	DENNIS M LARSON	0	0	1	1
WD-931	116 THIRD ST	AJANGO PROPERTIES LLC	1	0	0	1

CITY OF DE PERE PROJECT 21-05 SIDEWALK AND CURB REPAIR			Horizontal Displacement	Vertical Displacement	Surface Imperfections	Total Panels
PARCEL ID	LOCATION	OWNER	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	
WD-885	407 MAIN AVE	KIP A DETRY	0	1	0	1
WD-887	413 MAIN AVE	DEAN G RHODES	0	1	0	1
WD-888	417 MAIN AVE	KENNETH J MARTIN	1	0	0	1
WD-284	109 S FIFTH ST	GENCAP DE PERE 1 LLC	1	0	0	1
WD-634	0 GRANT ST	SAINT NORBERT COLLEGE INC	1	0	0	1
WD-955	303 REID ST	REID STREET RETAIL LLC	1	0	0	1
WD-721	0 THIRD ST	SAINT NORBERT COLLEGE INC	0	1	0	1
WD-728	0 THIRD ST	SAINT NORBERT COLLEGE INC	0	1	0	1
WD-27	0 MARSH ST	SAINT NORBERT COLLEGE INC	1	0	0	1
WD-661	335 GRANT ST	SAINT NORBERT COLLEGE INC	0	1	0	1
WD-1909	431 GRANT ST	VHC INC	0	1	0	1
WD-767	PARKING LOT - 0 COLLEGE AVE	SAINT NORBERT COLLEGE INC	0	1	0	1
WD-848	504 FOURTH ST	THOMAS F DELSART	0	0	1	1
WD-851	518 FOURTH ST	ST NORBERT COLLEGE INC	0	1	0	1
WD-154	800 FOURTH ST	JOSEPH J BERTRAND	0	1	0	1
WD-155	806 FOURTH ST	MARK S GILLE	0	1	0	1
WD-157	818 FOURTH ST	CHRISTOPHER D SCHWARTZ	0	1	0	1
WD-158	822 FOURTH ST	THOMAS P MEVERDEN	0	1	0	1
WD-741-1	920 FOURTH ST	NICHOLAS A BEYER	0	1	0	1
WD-745	432 LANDE ST	JODI B CHARLES	0	1	0	1
WD-768-1	518 THIRD ST	SAINT NORBERT COLLEGE INC	0	0	1	1
WD-769	310 MARSH ST	SAINT NORBERT COLLEGE	0	1	0	1
WD-229	326 MARSH ST	SAINT NORBERT COLLEGE INC	0	1	0	1
WD-226	505 FOURTH ST	SAINT NORBERT COLLEGE INC	0	1	0	1
WD-241	708 THIRD ST	SAINT NORBERT COLLEGE INC	0	1	0	1
WD-249	802 THIRD ST	OVERLAND INVESTMENTS LLC	0	1	0	1
WD-871	320 HIGH ST	JUSTIN J SAMUELS, ETAL	0	1	0	1
WD-251	803 FOURTH ST	TIM M TURRIFF	1	0	0	1
WD-244	709 FOURTH ST	RONALD E SALENTINE	1	0	0	1
WD-845	623 FOURTH ST	SAINT NORBERT COLLEGE INC	0	1	0	1
WD-844	617 FOURTH ST	SAINT NORBERT COLLEGE INC	0	1	0	1
WD-846	615 FOURTH ST	SAINT NORBERT COLLEGE INC	0	1	0	1
WD-49	201 STEWART ST	ST NORBERT COLLEGE INC	0	1	0	1
WD-46	215 STEWART ST	SAINT NORBERT COLLEGE INC	1	0	0	1
WD-622	217 PLEASANT PL	CRAIG S ROSNER	0	1	0	1
WD-753	220 RIVERVIEW AVE	WJ LEASING LLP	1	0	0	1
WD-754	216 RIVERVIEW AVE	ANDERSON JAMES R & JOY L LIVING TRUST	0	1	0	1
WD-749	809 THIRD ST	ANTHONY M SCHMIDT	0	1	0	1
WD-747	817 THIRD ST	RANDALL S BECKS	0	1	0	1
WD-903	421 LANDE ST	TARA L MEYER	0	1	0	1
WD-900	409 LANDE ST	JEFFREY G SMET	0	1	0	1
WD-196	1121 LOST DAUPHIN RD	DAVI ANN L MUELLER	0	1	0	1
WD-198-1	1201 LOST DAUPHIN RD	VANSISTINE MARY JANE TRUST AGREEMENT	0	1	0	1
WD-198	1205 LOST DAUPHIN RD	BETTE J ANDERSON	0	1	0	1
WD-194	1310 LOST DAUPHIN RD	SAINT NORBERT COLLEGE INC	1	0	0	1
WD-260-1	1305 LOST DAUPHIN RD	JAIRO A RIOS	0	1	0	1
WD-262	1313 LOST DAUPHIN RD	VERNON R LEMKE	0	0	1	1
WD-272-1	233 PROSPECT PL	CHARLOTTE E WALDSCHMIDT	1	0	0	1
WD-273	1401 LOST DAUPHIN RD	CORY A GOCHEE	0	1	0	1
WD-275	1409 LOST DAUPHIN RD	MARTIN J HERMANS	0	1	0	1
WD-723-5	1531 LOST DAUPHIN RD	LUCAS J TLACHAC	0	1	0	1
WD-723-6	250 FOX RIDGE CT	JEFFREY DUFEK	0	1	0	1
WD-723-8	1605 LOST DAUPHIN RD	CHRISTIAN M STEIER	0	1	0	1
WD-881	917 FOURTH ST	JARED R VANDENBRANDEN, ETAL	0	0.5	0	0.5
WD-483	311 N SIXTH ST	MICHAEL J HAASCH	0	0.5	0	0.5
WD-485	315 N SIXTH ST	TERESA A FAGAN	0	0.5	0	0.5
WD-494	304 N SIXTH ST	JESSICA A KRONER	0	0.5	0	0.5
WD-397	234 N SIXTH ST	RAPHAEL D GUNS	0	0.5	0	0.5
WD-156	810 FOURTH ST	ST NORBERT COLLEGE INC	0	0.5	0	0.5
WD-740	912 FOURTH ST	DAVID L BREWER	0	0.5	0	0.5
WD-1314	205 PLEASANT PL	SUSAN E TOONEN TRUST OF 2015	0	0.5	0	0.5
WD-880	918 THIRD ST	CLELIA CORNELIA OMALLEY	0	0.5	0	0.5
WD-878	914 THIRD ST	WESTEIN PROPERTIES LLC	0	0.5	0	0.5
WD-904-1	429 LANDE ST	JUSTIN T FLYNN	0	0.5	0	0.5

CITY OF DE PERE - TOP 26 ASSESSMENTS
PROJECT 21-05 SIDEWALK AND CURB REPAIR

PARCEL ID	LOCATION	OWNER	Total Panels	Total Cost
WD-70-1	1500 FORT HOWARD AVE	BROWN COUNTY PARK FAIRGROUNDS	25	$7,066.25
WD-778	1816 FORT HOWARD AVE	CARY M UECKE	18	$5,115.00
WD-782	532 DUNNING DR	GERALD L BOS	16	$4,500.00
WD-1668	555 MAIN AVE	EDWARD Y LIN	16	$4,500.00
WD-510	824 FORT HOWARD AVE	U S PAPER MILLS CORP	14	$3,937.50
WD-310	430 GRANT ST	NICOLET HIGHLANDS LLC	14	$3,937.50
WD-365	200 MAIN AVE	AHLSTROM-MUNKSJO NICOLET LLC	13.5	$3,814.38
WD-934	290 REID ST	SAINT NORBERT COLLEGE INC	10	$2,900.00
WD-404-2	0 MAIN AVE	WISCONSIN DEPARTMENT OF TRANSPORTATION	10	$2,812.50
WD-920	365 MAIN AVE	SAKS HOLDINGS LLC	10	$2,812.50
WD-295	444 REID ST	PARK PLACE HOLDINGS REID STREET LLC	10	$2,812.50
WD-936	110 REID ST	SAINT NORBERT COLLEGE INC	10	$2,812.50
WD-616	631 THIRD ST	SAINT NORBERT COLLEGE INC	10	$2,812.50
WD-262-1	1321 LOST DAUPHIN RD	PABLO D TAVARES AMEZCUA	10	$2,812.50
WD-913	337 MAIN AVE	MIRHASHEMI INC	9.5	$2,671.88
WD-889	421 MAIN AVE	JAMES J KROPP	9.5	$2,671.88
WD-623	500 GRANT ST	GRANT STREET HOLDINGS LLC	9	$2,548.75
WD-890-1	441 MAIN AVE	PEOPLES MARINE BANK OF GREEN BAY	8.5	$2,425.63
WD-203-2	1636 LOST DAUPHIN RD	ST NORBERT COLLEGE INC	8	$2,320.00
WD-785	512 DUNNING DR	THOMAS J SMEESTER	8	$2,302.50
WD-791	503 LEONARD ST	MICHAEL P JANSEN	8	$2,250.00
WD-965	401 REID ST	JAYAMBEY LLC	8	$2,250.00
WD-905	290 REID ST	SAINT NORBERT COLLEGE INC	8	$2,250.00
WD-841	620 THIRD ST	SAINT NORBERT COLLEGE INC	8	$2,250.00
WD-884	401 MAIN AVE	SCHLEIS PROPERTIES LLC	7.5	$2,109.38
WD-789	1809 EDGAR ST	CHRISTOPHER T RUSH	7	$2,003.75

91 Properties in total with sidewalk repairs exceeding $1,000

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #21-59 Authorizing Agreement for Consulting Services with Short-Elliott-Hendrickson, Incorporated for Design Services for Municipal Service Center Expansion.**

The Board of Public Works at the May 10, 2021 Meeting approved awarding design services proposal to Short Elliott Hendrickson, Inc. (SEH, Inc.) in the amount of $265,000 with unbudgeted funding coming from additional bonding and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

At the February BOPW meeting, the Board approved soliciting for design services for the expansion of the Municipal Service Center (MSC). As discussed previously, the MSC is in need of expansion for storage of the City's equipment and vehicles at its current location. The City had an evaluation of the MSC facility done in 2010. The evaluation of the MSC operations showed the City's operations have out grown equipment & vehicle storage capacity at the MSC. Equipment and vehicles are tightly parked end to end, creating inefficiencies for equipment and vehicle movements as well as increased safety risks. The evaluation looked at different equipment and vehicle layouts utilizing the existing storage but it was obvious that there is not enough space for all the equipment and vehicles. This has resulted in increased storage of equipment and vehicles outside exposed to all the weather elements. In addition, the City has acquired numerous equipment and vehicles since the study was done in 2010 creating even more of a need for additional storage.

Staff solicited for design services (See attached request for proposals) from eleven (11) consultants and received seven (7) proposals (See attached summary). The City invited three (3) consultants with the lowest fees in for an interview. The consultants that were interviewed were Cedar Corporation, McMahon Associates, and SEH. The interview team that interviewed the consultants for the City was Larry Delo, City Administrator; Marty Kosobucki, Park, Recreation, and Forestry Director; Tom Blohowiak, Maintenance Supervisor; Chase Kuffel, Assistant City Engineer; and Scott Thoresen, Director of Public Works.

After the interview process and reference checks, staff is recommending hiring SEH in the amount of $265,000. The approved 2021 budget has $250,000 allocated and was split between bonding $137,500; water utility $37,500, storm water utility $37,500; and waste water utility $37,500. The additional $15,000 to fund the design services will need to come from additional bonding $8,250; water utility $2,250; storm water utility $2,250; and waste water utility $2,250.

ATTACHMENTS:

- Reso21-59 (PDF)

- SEH, Inc. (MSC Expansion)5-11-21 (PDF)
- Exhibit A-MSC Expansion Design Proposal - Revised 3-5-2021 (PDF)
- Exhibit B-SEH MSC Facility Expansion Proposal (PDF)
- MSC Expansion Proposal Summary 4-2-2021 (PDF)

RESOLUTION #21-59

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND SHORT-ELLIOTT-HENDRIKSON, INCORPORATED
(Municipal Service Center Facility Expansion)

WHEREAS, the City is in need of contracting with a consulting firm to provide comprehensive design services for expansion of City's Municipal Service Center facility, with potential bidding for the construction phase should construction commence in 2022; and

WHEREAS, Short-Elliott-Hendrickson, Incorporated has available and offers to provide qualified personnel and necessary equipment to accomplish such services within the required timeframe; and

WHEREAS, this matter has been reviewed by the Board of Public Works, which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and City Clerk are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Short-Elliott-Hendrickson, Incorporated as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of May, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____
Nays:_____
Board/Committee Approval: 05/10/2021

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND SHORT-ELLIOTT-HENDRICKSON, INCORPORATED
(Municipal Service Center Facility Expansion)

THIS AGREEMENT made and entered into this ___ day of _____, 2021, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Short-Elliott-Hendrickson, Incorporated, a/k/a SEH, Inc., a foreign corporation authorized to conduct business in the State of Wisconsin ("Consultant").

WITNESSETH

WHEREAS, the City is in need of contracting with a consulting firm to provide comprehensive design services for expansion of City's Municipal Service Center facility located at 925 South Sixth Street, with potential bidding services for the construction phase, should construction commence in 2022.

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in City's Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated April 2, 2021 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with applicable information and items concerning this project as are available or indicated in Exhibit A, including but not limited to the existing MSC site layout and the findings of the 2010 GRAEF Facility Expansion Needs Evaluation. The City will also be responsible for any permitting fees associated with the project.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

All deliverables created as a result of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not reuse these deliverables on another project, except that design detail is not unique, and individual features may be incorporated into future projects in the same way that they have been incorporated into this project and previous projects. To that end, Consultant agrees to and does hereby assign and transfer to City all rights, title and other interests in such drawings, specifications or other documents pertaining to the unique design attributes of the deliverables, which shall include copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings, specifications and other documents, in which case the ownership of all rights shall revert to Consultant.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that Consultant's work hereunder should be completed pursuant to the schedule indicated in Exhibit A, as may be amended by the Director of Public Works. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of each component phase of the project. Payment to the Consultant is due upon receipt of invoice by the City. Consultant may stop work if payment is more than 60 days overdue. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

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

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

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage for a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

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

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

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

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project, with the exception of those sub-consultants identified as teaming partners in Consultant's proposal. The Consultant shall be responsible to the City for the actions of persons and firms performing subcontract work.

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the City make normal progress in the performance of the work impossible. The Consultant may request that work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the

terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

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

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

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

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

XX. NOTICES

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

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

If to Consultant:
Short-Elliott-Hendrickson, Incorporated
Attn: Trevor Frank, AIA, LEED AP, NCARB, PMP
425 West Water Street
Suite 300
Appleton, WI 54911-6058

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

SHORT-ELLIOTT-HENDRICKSON INCORPORATED	CITY OF DE PERE, WISCONSIN
By: _____ Trevor Frank, AIA, LEED AP, NCARB, PMP Principal in Charge/Project Manager	By: _____ James G. Boyd, Mayor
By: _____ Name: _____	By: _____ Carey E. Danen, City Clerk

J:\Law\Agreements\2021\Consultant Agreements\SEH, Inc.(Municipal Service Center Facility Expansion)5-11-21.docx

Request for Proposals
For
Municipal Service Center Expansion

The City of De Pere is seeking proposals to provide comprehensive design and possible bidding services for the City's Municipal Services Center (MSC) facility expansion located at 925 South Sixth Street in De Pere, Wisconsin. Your proposal must be submitted to our office by 10:00 AM on April 2, 2021.

GENERAL INFORMATION:

The MSC facility is situated on a 7.5 acre site (See attached MSC existing site layout). The MSC facility houses the operations for the Engineering Department, Maintenance Department, Parks & Recreation Department, Streets Department, and Water Department. The administrative area for the various departments and employee support are also located in the office building structure at the southwest corner of the facility. The heated garage is centrally located and is the main storage area for the equipment and vehicles used by the various departments. The equipment and vehicle maintenance and repairs shops are located at the east end of the facility in a maintenance garage building structure. There is additional unattached support buildings, including an unheated storage building, salt storage dome building and older salt shed used for other material storage. In addition, the MSC has a fueling facility on the north side of the property.

In 2010, the City contracted with GRAEF – USA to perform an expansion needs analysis for the MSC. The analysis determined the existing facility is undersized by approximately 20,000 square feet for heated equipment and vehicle storage (A copy of this analysis is included in this packet of information). Since this analysis has been completed, the City has added additional equipment and vehicles, further increasing the need for an expansion of the facility. The intent of this proposal is to have a consultant further review and identify the expansion needs of the MSC. The evaluation process shall involve an overall review and inspection of the facility, including the identification of existing deficiencies and the concept and design for the expansion of the facility. It is the intent of the expansion project would include the following:

- Heated addition or new building for large equipment and trucks: The initial analysis showed a need for a 10,800 square foot building to accommodate the City's larger equipment and trucks. Since the analysis the City has added additional larger equipment and trucks to its fleet now requiring a need for an approximately 16,000 square foot building. Therefore, it will require additional analysis to determine the actual square footage needed for the larger equipment and trucks.

- Heated addition for equipment and vehicle parking addition: The initial analysis showed a need for a 10,300 square foot addition. Since the analysis the City has added additional equipment and vehicles to its fleet now requiring a need for an approximately 13,000 square foot building. Therefore, it will require additional analysis to determine the actual square footage needed for equipment and vehicles.

- An analysis and recommendation for traffic flow for the facility expansion needs to be done.

- The City's existing unheated storage building on the east side of the MSC site needs to be expanded by approximately 10,000 square feet. An analysis needs to be done to determine the extent the existing storage building needs to be expanded to meet the City's operational needs. This was not originally evaluated in 2010.

- The MSC facility needs to have the existing backup generator replaced and upgraded to power the entire site. Installation of a replacement generator will include retrofitting of electrical upgrades to the existing facility so they are powered by the new generator. This was not originally evaluated in 2010.

- An enclosure extension at the salt dome storage facility. This will provide shelter over the door opening to better protect salt when the doors are open and increase salt storage capacity.

- The fuel facility for the MSC needs to have the existing underground fuel tanks replaced. There are three (3) existing 10,000 gallons underground tanks that need to be removed and replaced due to their age. The intent would be to install above ground fuel tanks to accommodate the fueling needs for the City's operations. This would include a new fueling station area as part of the project. This was not originally evaluated in 2010.

- The City is interested in the installation of a drive through wash bay that would accommodate washing all equipment and vehicles including the larger equipment. The wash facilities need to be able to wash all sides of the equipment and vehicles including underneath. It needs to be determined whether this can be done within the MSC's existing wash bay or if another building needs to be built to accommodate the new wash facilities.

- The facility expansion will require a storm water management plan to be implemented. In addition, the material storage bins on the southeast side of the building needs to be evaluated to eliminate direct drainage discharge to the existing storm sewer from materials (street sweepings, leaves, dirt, etc.). The intent would be to design and construct a storm facility to treat the drainage before it directly drains to the existing storm sewer.

- The City owns a parcel adjacent to Lande Street. It should be evaluated to determine whether an additional access point to the facility needs to be done as part of the expansion.

- The facility expansion project will require a landscaping plan.

- The employee parking on the south side of the MSC needs to be resurfaced and restriped. In addition, this project will incorporate additional localized paving to accommodate all the building expansion needs.

- The sign shop's existing HVAC system needs to be evaluated for the installation for a climate controlled environment.

- Estimated costs need to be provided individually for heated addition building for the large equipment and trucks, heated addition for equipment and vehicle parking, unheated storage building addition, drive through wash bay, and fuel tank replacements.

The City is looking for a firm with a proven track record of delivering complex municipal projects within an established budget. It is the intent of the City to hire a Consultant for the evaluation, design, construction cost estimates and development of the project manual for bidding purposes. In addition, the City is looking at potentially bidding this project for construction in 2022 if there is funding available. Therefore, the City will be looking at obtaining pricing from the consultant to further assist for bidding services if the construction moves forward in 2022. If the project is bid for construction in 2022, the City will most likely send out an additional request for proposals for construction management services.

SCOPE OF SERVICES:

1) Design Services:

a. Meetings with City of De Pere. The Consultant shall plan for meeting attendance at, but not limited to, the following meetings:

- Kickoff meeting with City staff to discuss expansion needs.
- Meeting to discussion recommended expansion needs.
- Meeting with City staff to discuss sustainable and/or cost saving strategies.
- Preliminary design meeting.
- Meeting with City staff to review site plan comments and revisions needed for Plan Commission approvals.
- Utility coordination meeting.
- Design review meeting at 30%.
- Design review meeting at 60%.
- Design review meeting at 90%.
- Meetings with Plan Commission, Board of Public Works, City Council and City staff to discuss proposed site plan and expansion recommendations.
- Miscellaneous meetings with City staff to address decisions with technical design.

Note: Meetings may need to be held virtually due to COVID restrictions.

b. Review and identify the existing facility to determine expansion needs.
c. Highlight and make City aware of any concerns with the cost estimate, site, or conceptual design.
d. Prior to starting technical design, the Consultant shall provide options and recommendations to City for implementing sustainable, efficient and/or cost saving strategies within the design. As directed by the City of De Pere, the Consultant shall implement any recommended strategies within the design.
e. Actively search for and recommend grants or incentives as it relates to energy saving tactics or design features.
f. The Consultant shall be responsible for any topographical surveys or soil boring tests required or needed.

g. The Consultant shall provide 3D and/or 2D renderings of the recommendations for the expansion.
h. Complete technical specifications suitable for inclusion in the project manual. Technical specifications shall include all drawings and specifications necessary to successfully complete the project both inside and outside of the MSC facility. Drawings and specifications shall cover (but not limited to) building plans, electrical, lighting, plumbing, HVAC, fuel facility, salt storage facility, storm sewer, storm water management facilities, erosion control, site plans, landscaping, grading and drainage, utilities, utility relocations as required, and other details as necessary.
i. Submit plans and technical specifications for any City of De Pere, local and/or state approvals.
j. Make changes to technical specifications and drawings as required and/or needed by City of De Pere, local and/or state approvals.
k. Prepare a summary of quantities and total construction cost estimates provided to City as an Excel spreadsheet. As part of the total construction cost estimates, an individual break down is needed for: heated addition building for the large equipment and trucks, heated addition for equipment and vehicle parking, unheated storage building addition, drive through wash bay, and fuel tank replacements.
l. Obtain all necessary permits required for the construction of this project.
m. Provide timeline of events for developing project manual and bidding.
n. Upon completion of the technical specifications and drawings, the Consultant shall lead the development and creation of the project manual for the purposes of competitively bidding the project under Wis. Stats. §62.15. The project manual, technical specifications, special provisions, bid items, and associated measurement for payment descriptions shall follow the City of De Pere Department of Public Works Standard Specifications for bidding, and be consistent with the City of De Pere's format for project manuals provided in a Word document. Detailed project cost estimate needs to be completed.

ADDITIONAL OPTIONAL SERVICES:

If there is construction funding available, the City is looking at potentially bidding this project for construction in 2022. Therefore, the City will be looking at obtaining pricing from the consultant to further assist in providing bidding services if the construction moves forward in 2022.

1. Bidding Services:

a. The Consultant shall work cooperatively with City staff to post the project on the City's Quest account.
b. The Consultant shall work cooperatively with City staff to advertisement in the Green Bay Press Gazette and potential bidders.
c. The Consultant shall work cooperatively with the City's staff to pre-qualify bidders.
d. The Consultant shall be actively involved in answering questions during the bidding process and/or addressing amendments to the project manual.
e. The Consultant shall provide the Project Manual in a .pdf and Word document to the City.
f. The Consultant shall provide 8 copies of the Project Manual for the purpose of

being made available to staff.

g. The Consultant shall coordinate and attend project bid opening.
h. The Consultant shall be active in the selection of a contractor and provide their recommendation to the Board of Public Works and Common Council. These are two (2) separate meetings.

SCHEDULING:

The schedule for the project is as follows:

- Receive proposals by April 2, 2021
- City will review proposals week of April 5th.
- Selected consultants will be interviewed tentatively week of April 19th.
- Award the proposal at the Board of Public Works on May 10th and the Common Council on May 18th.
- Begin design as soon as the agreement is signed (Early June 2021)
- Complete preliminary design and initial cost estimates by August 20, 2021. Cost estimates provided will be used to establish a construction budget for the expansion.
- Complete final design and construction estimates by December 31, 2021.

INSURANCE:

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage for a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

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

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

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

PROPOSAL SUBMITTALS:

Consultant shall submit five (5) copies of their proposal. In addition a .pdf file of the proposal shall be submitted either through email to sthoresen@deperewi.gov or on a thumb drive prior to the deadline. Your proposal should include the following information in the order listed:

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

Sealed proposals marked **"MSC Expansion"** on envelope are to be delivered or mailed to:

Scott J. Thoresen P.E.,
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115

All proposals shall be marked "MSC Expansion" and received no later than 10:00 A.M. on April; 2, 2021.

FEE:

The proposed fee schedule shall be submitted on the attached form.

Should there be any items outside the scope of services listed in the RFP your firm feels should be included, we encourage the Consultant to include alternate fees for such work.

A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

PAYMENT:

The City's Consultant Agreement provides for compensation under the contract to be made in a lump sum upon completion of the contract. Any proposal that seeks an alternative compensation provision shall be included in a specific description of the preferred compensation method for City consideration.

DELIVERY:

The deliverables for the project as identified which may include the following:

1. Provide plans in AutoCAD and .pdf for insertion on the bid documents. The City will bid the project on-line with the 11"x17" .pdf. plan set.
2. Provide technical specifications and special provisions for bidding in a Word document
3. Provide bid items, quantities, and an engineer's estimate. The bid items are to be provided in a Word document. The estimate is to be provided in an Excel document.
4. Provide regulatory approvals if needed.
5. Provide timeline of events to include (but not limited to) kick off meeting, design phases, final design, and completion of items for bid documents.

ADDITIONAL INFORMATION:

- The City will provide all information requested to assist consulting services and will pay for permitting fees associated with the project.

- A sample Consultant Agreement is attached. Terms and conditions of a proposer's Standard Agreement for Services shall not be incorporated into Consultant Agreement absent specific language thereof in the Consultant Agreement itself.

- The MSC existing site layout is attached for consideration.

- The 2010 GRAEF Evaluation of the Facility Expansion Needs for City of De Pere Municipal Service Center.

Proposed Fee Schedule

Company Name:_____

Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

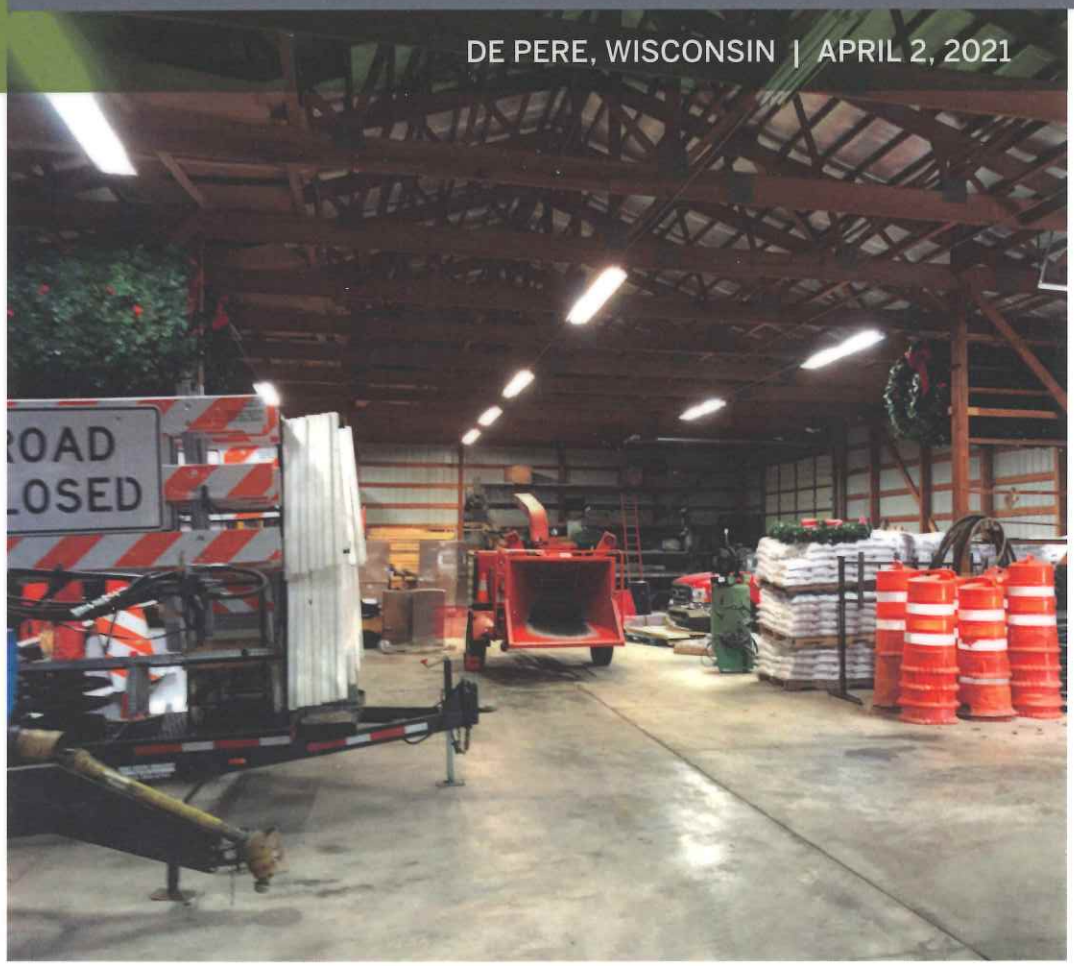
DESIGN SERVICES	
Preliminary Design	$
Design 30% Complete	$
Design 60% Complete	$
Design 90% Complete	$
TOTAL DESIGN SERVICES	

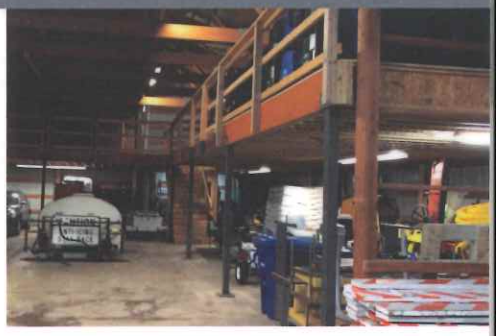
Fee (Optional Bidding Services):_____

PROPOSAL FOR PROFESSIONAL SERVICES

Municipal Service Center Expansion

DE PERE, WISCONSIN | APRIL 2, 2021







SEH

Building a Better World for All of Us®

Engineers | Architects | Planners | Scientists

April 2, 2021

City of De Pere
Attn: Scott J. Thoresen PE, Director of Public Works
925 South Sixth Street
De Pere, WI 54115

SEH
Building a Better World for All of Us®

RE: RFP for the Municipal Service Center Expansion

Dear Mr. Thoresen,

The City of De Pere has made major investments over the course of the last decade, particularly for its municipal services departments. Having added more vehicles and equipment since the last needs analysis was completed for the Municipal Services Center (MSC), there is an increased need for greater expansion. The City needs a trusted consultant partner that can efficiently and effectively design an expansion that meets the varied needs of each municipal department that uses the space on a daily basis.

Short Elliott Hendrickson Inc. (SEH®) is eager to serve as the City's partner, and we are ready to make your vision come to life. We will work together to plan and design expansion options that will meet your needs today and in the future. In this capacity, we are prepared to provide the following advantages:

Time-tested maintenance facility design

Our team has designed a wide variety of municipal services, maintenance and storage facilities for clients across the country. With this experience, our architectural team understands how to implement heated and unheated storage for equipment and vehicles, salt storage, fuel facilities, wash bays and more. We design these facilities to tackle today's needs, as well as accommodate tomorrow's demands.

Funding and grant writing

Our team has had significant success helping communities across Wisconsin make municipal projects a reality. As the City plans changes for the MSC, we are focused on helping you make this investment by working with you to find and acquire available funding to make it happen. With knowledge of funding and grant programs and an understanding of how to leverage funds optimally, our team is ready to guide you through every step of the process.

Efficient processes and results

We understand the importance of working within the budget allotted for this project, and we will provide accurate cost estimates, precise design that minimizes change orders and close communication for streamlined service. Our experienced team will apply lessons learned from past partnerships with municipalities across Wisconsin to make sure your community's needs are met in every aspect of the project.

We are excited for the potential of this project, and we hope to collaborate with you to bring the City of De Pere a functional MSC expansion. We look forward to the opportunity to discuss our team's qualifications and experience with you further. Feel free to reach me at 920.585.4320 or tfrank@sehinc.com.

Respectfully submitted,



TREVOR FRANK AIA, LEED AP®, NCARB, PMP
ARCHITECT IN WI
PRINCIPAL IN CHARGE AND PROJECT MANAGER



PAT FEHRENBACH AIA, LEED AP®
ARCHITECT IN WI
PROJECT ARCHITECT

Engineers | Architects | Planners | Scientists
Short Elliott Hendrickson Inc., 425 West Water Street, Suite 300, Appleton, WI 54911-6058
920.380.2800 | 888.413.4214 | 888.908.8166 fax | **sehinc.com**
SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

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The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document.

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The information contained in this Proposal was prepared specifically for you and contains proprietary information. We would appreciate your discretion in its reproduction and distribution. This information has been tailored to your specific project based on our understanding of your needs. Its aim is to demonstrate our ideas and approach to your project compared to our competition. We respectfully request that distribution be limited to individuals involved in your selection process.

SEH is a registered trademark of Short Elliott Hendrickson Inc.

DEPEW 159582 | 01.28.21

Consultant Background and Team Information

Our team is committed to a single goal: Designing a municipal service center expansion that serves the City of De Pere's residents, businesses and personnel. With experience working on projects across the region, our team is prepared to deliver top quality, efficient and cost-effective design services.

SHORT ELLIOTT HENDRICKSON INC. (SEH®)

SEH is an employee-owned engineering, architectural, environmental and planning company that helps government, industrial and commercial clients find answers to complex challenges.

Our 800-plus employee-owners share a core purpose: Building a Better World for All of Us®. This approach reflects a companywide commitment to improving the quality of life by designing safer, more sustainable infrastructure for government and helping industrial and commercial clients achieve their business goals.

Headquartered in St. Paul, Minnesota, and with 31 offices in nine states, you'll find evidence of our work throughout the United States.

CAPABILITY TO PROVIDE THE REQUESTED SERVICES

Since 1927, we've helped clients overcome challenges through strategically tailored services. Specific to Wisconsin, SEH has helped local cities, counties and towns build their infrastructure, track project funding, meet compliance requirements and plan their communities' futures. Because of our breadth of in-house technical disciplines, we are able to integrate an array of professional skills to address complex technical challenges. Integrating multiple in-house disciplines in a collaborative, solutions-based team structure allows us to develop complete project solutions.



Our team has significant experience partnering with municipalities across Wisconsin, and we know the importance of delivering facilities that are within budget, provide long-term functionality and are reliable. These qualities are vital for a public works facility, and they will form the basis of our work on this project.

OFFICE LOCATIONS

LOCAL

425 West Water Street
Suite 300
Appleton, WI 54911

920.380.2800 | 888.413.4214
888.908.8166 fax

CORPORATE

3535 Vadnais Center Dr.
St. Paul, MN 55110-3507

651.490.2000
888.908.8166 fax

94

Number of years in business

EMPLOYEES

685 Professional staff
(173 who are part of our Managerial staff)
90 Office staff

SUBCONSULTANTS

The subconsultant teaming partners listed below have decades of experience, millions of sq. ft. of facility design and hundreds of millions of dollars in construction value designing functional facilities as an extension of the SEH team.



This core team has collaborated successfully to deliver functional, award winning facilities, and we look to continue that teaming relationship on the Municipal Service Center Expansion project for the City of De Pere.

FREDERICKSEN ENGINEERING

Fredericksen Engineering is a consulting engineering firm with a long history in the mechanical engineering field. Their consulting services primarily encompass the preparation of detailed drawings and specifications for competitive bidding and construction. In addition, they can also provide comprehensive services in the areas of energy conservation, construction cost estimates, energy/cost analysis and construction management.

MSA PROFESSIONAL SERVICES, INC. (MSA)

MSA, the new home of Muermann Engineering, works closely with institutions, governments and private clients on both new buildings and renovation projects to develop plans, anticipate and circumnavigate challenges, expedite the permitting process and see each building project through, every step of the way. Over the past 30 years, they have partnered with clients to complete more than 2,000 MEP projects. Additionally, the MSA team has been supporting SEH architectural projects for more than a decade.

raSMITH

raSmith is a multi-disciplinary consulting firm comprised of civil engineers, structural engineers, land surveyors, development managers, landscape architects and ecologists.

Their services are focused on their public and private sector client needs in design and construction including land development, site planning and design, structural engineering, municipal engineering, transportation and traffic, surveying, construction services and geographic information systems (GIS). They work on projects nationwide from their seven locations in Wisconsin, Illinois and California.

FRANK O. ZEISE CONSTRUCTION CO., INC.

Zeise Construction has been a family owned business since 1945. For the past 76 years, Zeise Construction has been one of the leading General Contractors in Northeast Wisconsin. Zeise Construction provides general contracting, construction management, design/build and pre-construction services. Their work has ranged from small commercial/industrial remodeling to multi-million dollar construction projects. They are currently able to complete with their own work force demolition, concrete work, mason work, rough and finish carpentry and steel erection.

PROJECT ORGANIZATIONAL CHART

Scott Thoresen PE
City of De Pere Director of Public Works

Trevor Frank AIA, LEED AP®, NCARB, PMP
Principal in Charge and Project Manager, **SEH**

ARCHITECTURE

Pat Fehrenbach AIA, LEED AP®
Project Architect, **SEH**

Brian Bergstrom AIA, NCARB
Programming and QA/QC, **SEH**

Mark Zvitkovits AIA, LEED GREEN ASSOCIATE
Plan Production and 3D Renderings, **SEH**

CIVIL AND STRUCTURAL ENGINEERING

Jeffrey Nussbaum PE
Civil Engineer and QA/QC, **SEH**

Cory Horton PE, CFM, CPESC, ENV-SP
Senior Project Manager, **raSmith**

Brad Hartjes PE, CFM
Senior Project Engineer, **raSmith**

Riley Stone
Civil Engineer, **raSmith**

Ben Wolf PE
Structural Engineer, **SEH**

HVAC CONSULTING

Randy All PE
Sr. Mechanical Engineer, **Fredericksen Engineering**

Jason Testin
Vice President, **Fredericksen Engineering**

Jamie Johnson
BIM/IT Manager, **Fredericksen Engineering**

MECHANICAL, ELECTRICAL AND PLUMBING

Laura Gilbert PE
Sr. Electrical Project Engineer, **MSA**

Ben Nerat PE
Sr. Plumbing Engineer, **MSA**

LANDSCAPE ARCHITECTURE

Molly Wagner PLA
Sr. Landscape Architect, **SEH**

FUNDING

Nate Day AICP
Funding Specialist, **SEH**

COST ESTIMATING

Thomas Zeise
Cost Controller | **Zeise Construction**

John Gretzinger
Cost Estimator | **Zeise Construction**

The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document.

TREVOR FRANK AIA, LEED AP®, NCARB, PMP

PRINCIPAL IN CHARGE AND PROJECT MANAGER | SEH



Trevor is a senior architect and project manager with experience in a wide variety of building types, including county/municipal, educational, industrial, commercial and renovation/restoration projects. Trevor is responsible for coordination of project budgets, scheduling and marketing efforts. He provides project management for architectural projects, including new design and renovation of facilities for both the public and private sectors.

EXPERIENCE

Municipal Services Building Phase 4 – Kaukauna, WI
Project manager on the final phase of this municipal services building project. The fourth phase of this project renovated the former public works garage, provided a cold storage facility and expanded the yard waste drop off site for residents. The renovation features a new maintenance shop, cold storage facility, relocated wash bay, upgraded fuel island, paint booth, updated vehicle storage, upgraded security and energy-efficient lighting.

New Town Hall and Maintenance Shop – Hamilton, WI
Senior project architect for a town hall and maintenance shop. SEH is designing a 14,500 sq. ft. facility that will feature heated vehicle storage, a vehicle maintenance bay, staff locker room and break area, and administrative offices for Town employees. The site will include cold storage, yard refuse buildings, a salt shed and fuel island.

Highway Maintenance Facility Pre-Architectural Planning (Calumet County) – Calumet County, WI
Project manager and key client contact for the pre-architectural planning of the highway facility. Trevor worked with staff, management and County board representatives to determine the need, assess the current condition of the facilities and develop a space program for a new facility. Existing mechanical, electrical and plumbing systems were evaluated and existing snow plow routes were analyzed using GIS software.

Highway Department Facility Assessment (Polk County Highway Department) – Balsam Lake, WI
Project manager and provided programming and site selection assistance. After completing the assessment and determining that it no longer met the County's needs, Trevor worked with County staff to develop new building plans and an optimal site plan layout. Trevor also assisted the team with site selection. SEH provided programming, planning, site selection analysis and an estimate for a new facility, which includes heated vehicle storage, administrative offices, a maintenance and repair shop, welding/sign shop, wash bay, non-heated vehicle storage, vehicle scale, fuel station and salt shed.

Highway Department Building Expansion (Outagamie County) – Appleton, WI
Project manager/architect for this project, an approximately 1,800-sq. ft. office and large conference room addition to the existing shop building in Little Chute. The total 2,300 sq. ft. expansion includes a County Emergency Operations Center, County Highway shop offices and break area.

28
YEARS OF EXPERIENCE

EDUCATION

Master of Science
Architecture
University of Wisconsin-Milwaukee

Bachelor of Science
Architecture
University of Wisconsin-Milwaukee

REGISTRATIONS/CERTIFICATIONS

Architect in WI, AZ, GA, IA, IL, IN, MI, MN, ND, NE, OH, SD, WI

Project Management Professional (PMP), Project Management Institute

LEED AP, U.S. Green Building Council

Architect, National Council of Architectural Registration Boards

PROFESSIONAL ASSOCIATIONS

American Institute of Architects, Member

Wisconsin Society of Architects, Member

National Council of Architectural Registration Boards, Member

U.S. Green Building Council, Member

PAT FEHRENBACH AIA, LEED AP®

PROJECT ARCHITECT | SEH



Pat is a senior architect with extensive architectural experience. During his career, he has been fortunate to have worked on a variety of project types, including new build and renovation projects for county and municipal partners. His roles on projects include programming, conceptual design, entitlements, project management, code analysis and construction administration.

EXPERIENCE

Galesville Public Works Facility – Galesville, WI
Senior architect for a new public works garage who worked with the City from programming of spaces/preliminary estimates through construction administration. The City of Galesville hired SEH to design and construct the new maintenance building, phase one of a two-phase project. This 9.600 sq. ft. facility contains five vehicle storage/maintenance bays, as well as a manager's office, staff break room and additional support spaces. A mezzanine was also incorporated into the design for additional storage space and to house mechanical equipment.

Highway Department Facility Assessment (Polk County Highway Department) – Balsam Lake, WI
Senior architect for the facility assessment. After completing the assessment and determining that it no longer met the County's needs due to size, location and code violations, Pat worked with County staff to develop new building plans and an optimal site plan layout to meet the County's needs. He continued to work with the County to assist them with the site selection process and provide schematic site plan layouts as needed. SEH provided programming, planning, site selection analysis and an estimate for a new facility. The new facility contains heated vehicle storage, administrative offices, a maintenance and repair shop, welding/sign shop, wash bay, non-heated vehicle storage, vehicle scale, fuel station and salt shed.

Adams County Wash Bay (Adams County Highway Department) – Adams County, WI
Project manager and architect who worked with Adams County from preliminary design options and construction estimates through construction. This 2,400 sq.ft. wash bay addition provides better flow with drive-through ability, as well as a raised catwalk, which is used to better clean vehicles. The design and construction of the addition required close coordination between all trades and the client vendor to assure a successful project with proper finishes for this wet environment. A critical part of the addition was the necessity to blend into the existing building with matching exterior finishes.

City of Portage Utility Service Shop (Portage Utilities Service Board) – Portage, IN
Project manager for a space needs analysis and conceptual design of the new Utility Service Shop. Pat met with staff to develop a space needs program and then developed conceptual floor plan options and a preliminary construction cost estimate for this 15,000 sq. ft. office/shop building.

31
YEARS OF EXPERIENCE

EDUCATION

Bachelor of Science
Architectural Studies
University of Wisconsin-Milwaukee

REGISTRATIONS/CERTIFICATIONS

Architect in WI

LEED AP, U.S. Green Building Council

PROFESSIONAL ASSOCIATIONS

American Institute of Architects, Member

U.S. Green Building Council, Member

BRIAN BERGSTROM AIA, NCARB

PROGRAMMING AND QA/QC | **SEH**



Brian is a senior architect with extensive experience in architectural work. His responsibilities include managing, designing, drafting and providing code analysis, environmental review and construction administration on county and municipal projects. Brian has worked on projects ranging from small-scale building renovations, to mid-sized multi-faceted public works facilities, to large-scale community event spaces. These projects are often designed and constructed with environmentally sustainable objectives in mind.

EXPERIENCE

Richfield Maintenance Facility – Richfield, MN
Brian assisted the development of an assessment study for the proposed maintenance facility site. The assessment aided City staff's decision regarding whether or not to purchase 1.5 acres of property belonging to a private landowner. This private property purchase was necessary to construct a contiguous site large enough to accommodate the proposed maintenance facility.

Elm Creek Park Reserve Maintenance Facility (Three Rivers Park District) – Maple Grove, MN
Senior design technician for the Park Reserve's maintenance facility that includes maintenance space for the facility's ski hill snow groomer and office space for the Elm Creek Park Police. Brian worked on the design team to coordinate and complete the design and construction documents. These site improvements facilitated the construction of a $2 million, two-story, 11,800 sq. ft. office and maintenance area space for Three Rivers Park District.

Buffalo Streets and Parks Facility – Buffalo, MN
Project architect on the streets and parks facility, Brian led the design team through the preparation of design and construction documents. The project included vehicle storage, administrative office areas, vehicle maintenance and repair garages, a salt storage shed and gravel/sand storage bins.

Public Works Facility – Lincoln, ND
SEH designed a new 13,000 sq. ft. public works facility to replace the existing undersized building. The new building includes four vehicle storage bays, a vehicle wash bay, vehicle maintenance bay with a lift and bulk sand storage area, an enclosed storage mezzanine and administration spaces.

Discovery Center: New Library and Village Hall – Osceola, WI
Project architect for the new 30,000 sq. ft. building being designed to house the Village Hall, Board Room, Public Library, Police Department and community gathering spaces. The new $8 million facility was built on the site previously occupied by the Village Hall and is designed to fit the context of the Downtown.

23
YEARS OF EXPERIENCE

EDUCATION

Bachelor of Science
Architecture
University of Minnesota-Minneapolis

Associate of Science
Architectural Drafting
Northwest Technical Institute - Eagan, MN

REGISTRATIONS/CERTIFICATIONS

Architect in WI, IA, OK

Certified Construction Document Technologist (CDT), Construction Specifications Institute

PROFESSIONAL ASSOCIATIONS

American Institute of Architects, Member

MARK ZVITKOVITS AIA, LEED GREEN ASSOCIATE
PLAN PRODUCTION AND 3D RENDERINGS | SEH



13 YEARS OF EXPERIENCE

Mark is an architect with experience in architectural design and construction documents. Mark works with AutoCAD Architecture 2018 and Autodesk Revit Architecture 2018 on a variety of building project types varying in square footage and cost. Mark's responsibilities range from drafting schematic drawings through construction drawings and construction administration. He works on design calculations and layout, as-built drawings, cost estimating and provides shop drawing reviews.

EXPERIENCE

- Municipal Space Needs Analysis – Freedom, WI
- Highway Department Facility Assessment (Polk County Highway Department) – Balsam Lake, WI
- Fire Station Design – Kaukauna, WI
- Emergency Services Building – Black River Falls, WI
- Municipal Facilities – Black River Falls, WI
- Griswold Fire Station – Griswold, IA
- Municipal Building Phase 3 – Kaukauna, WI
- Life Sciences Laboratory Renovation (Kimberly-Clark) – Neenah, WI
- Maverick LLC, Trucking and Service Center (Maverick USA Inc.) – Portage, IN

EDUCATION
Bachelor of Science, Architecture
University of Wisconsin-Milwaukee

REGISTRATIONS/CERTIFICATIONS
Architect in WI

LEED Green Associate, U.S. Green Building Council

JEFFREY NUSSBAUM PE
CIVIL ENGINEER AND QA/QC | SEH



25 YEARS OF EXPERIENCE

Jeffrey has extensive experience in successfully completing feasibility studies, planning, design, construction and project management for a multitude of public works, municipal, transportation and private development projects including water distribution systems, water booster stations, well houses, water filter plant improvements, water tower coatings rehabilitation, sanitary sewer systems, low pressure sanitary sewer systems, sanitary sewer force main and lift stations, waste water treatment plants, storm water management, storm sewer and storm water treatment, downtown reconstruction, streets, sidewalks, trail systems and parking lots.

EXPERIENCE

- McClellan Skyway – Wausau, WI
- Andrews Road Extension – Black River Falls, WI
- Comprehensive Plan Update – Blair, WI
- West Campus Parking Plan (Kimberly-Clark) – Fox Crossing, WI
- Bartlett Avenue Reconstruction – Altoona, WI
- Wenzel Family Plaza Design – Marshfield, WI

EDUCATION
Bachelor of Science
Civil Engineering
University of Wisconsin-Platteville

REGISTRATIONS/CERTIFICATIONS
Professional Engineer in WI

BEN WOLF PE
STRUCTURAL ENGINEER | SEH



25
YEARS OF EXPERIENCE

Ben is a structural engineer with 25 years of engineering experience in structural design of buildings and other structures. He applies broad structural expertise and creativity to develop innovative solutions that satisfy project programming and aesthetic needs. He prioritizes providing constructive structural input early in the design process to identify realistic design parameters and cost-effective structural options to accomplish projects goals.

EXPERIENCE

- ISD 535 Maintenance Facility Structural Repairs (ISD 535 Rochester Public Schools) – Rochester, MN
- New Community Services Department Building – Rice Lake, WI
- Public Works Facility – Galesville, WI
- Bain School Fire Station – Kenosha, WI
- Washburn County Government Center – Shell Lake, WI
- Maverick LLC, Trucking and Service Center (Maverick USA Inc.) – Portage, IN
- Public Works Addition (Adams County) – Adams, WI
- Historic City Hall Community Center – Howard Lake, MN
- Rest Area #31 Design (WisDOT Central Office) – French Island, WI

EDUCATION

Master of Science
Engineering Mechanics
University of Missouri-Rolla

Bachelor of Science
Civil Engineering
University of Missouri-Columbia

REGISTRATIONS/CERTIFICATIONS

Professional Engineer in WI, MN, IA

MOLLY WAGNER PLA
SR. LANDSCAPE ARCHITECT | SEH



14
YEARS OF EXPERIENCE

Molly is a landscape architect and project designer with experience in educational, medical, cultural, residential, county/municipal, international and master planning projects. She provides effective communication with clients and contractors from concept to construction, leveraging the use of graphics such as rendered plans, sections, elevations, plant and material boards and construction documents to convey design intent. Her time spent working in the Pacific Northwest instilled in her a passion for stormwater and creating sustainable landscapes. Molly is proficient in AutoCAD and the Adobe Creative Suite.

EXPERIENCE

- Bain School Fire Station – Kenosha, WI
- Bank of Cashton Site Development – Cashton, WI
- Arrowhead Park Activity Building Site Design – Neenah, WI
- Downtown Community Campus Plan – Middleton, WI
- 1600 Block Campus Plan Site Design (US Army - Fort McCoy) – Fort McCoy, WI
- Hmong American Peace Academy Parking Lot Improvements (VJS Construction Services) – Milwaukee, WI

EDUCATION

Master of Landscape Architecture
University of Minnesota-Twin Cities

Bachelor of Arts
Biology
Gustavus Adolphus College -
St. Peter, MN

REGISTRATIONS/CERTIFICATIONS

Landscape Architect in WI, CO, IN, OR

NATE DAY AICP
FUNDING SPECIALIST | **SEH**



13
YEARS OF EXPERIENCE

Nate is a certified planner specializing in public engagement, urban design, land use planning, transportation and environmental planning. In addition, Nate brings a high level of experience leveraging funding sources to help communities obtain financial assistance for projects. Over the past six years, Nate has helped various Wisconsin communities obtain $60 million in grants, principal forgiveness loans and low interest loans. Most recently, he successfully obtained stewardship grants through the Wisconsin Department of Natural Resources (WDNR) for a variety of outdoor recreation projects, as well as critical infrastructure projects through the CDBG program.

EXPERIENCE

- 2020 CDBG Funding – Five communities
- 2018 CDBG Funding – Four communities
- 2018 DNR Stewardship Application – Osceola, WI
- Milwaukee Shoreline and Veteran's Park Master Plan – Milwaukee, WI
- West Waterfront Public Involvement and Visioning – Sturgeon Bay, WI

EDUCATION

Master of Science
Urban Planning
University of Wisconsin-Milwaukee

Bachelor of Arts
Communications
University of Wisconsin-Milwaukee

REGISTRATIONS/CERTIFICATIONS

American Planning Association, Member

RANDY ALL PE
SR. MECHANICAL ENGINEER | **FREDERICKSEN ENGINEERING**



31
YEARS OF EXPERIENCE

Randy is the President of the firm and has brought important and significant understanding of the design and installation of HVAC systems since joining FEI in 1999. His extensive and varied experience in construction and consulting, coupled with a solid engineering background, provides valuable insights to projects as they develop. His engineering degree provided the opportunity to work as a mechanical engineer, a project design engineer and as a design/build HVAC engineer in the building industry. His life experiences bring to the table a finer understanding of the construction process from the point of view of the clients he serves. He also continues to serve as a senior project engineer and is a valuable resource to the project engineers in the firm.

EXPERIENCE

- Black River Falls Municipal Utilities – Black River Falls, WI
- Waupaca County Highway Facility – Waupaca, WI
- Kaukauna Municipal Services Renovation – Kaukauna, WI
- Sheboygan Falls Municipal Building Renovations – Sheboygan Falls, WI
- Fond Du Lac County Highway Garage Ventilation and Boiler Replacement – Fond Du Lac, WI
- Outagamie County Highway Department Expansion – Appleton, WI
- Burlington DPW Building – Burlington, WI

EDUCATION

Bachelor of Science
Mechanical Engineering
University of Wisconsin-Platteville

REGISTRATIONS/CERTIFICATIONS

Professional Engineer in WI, IA, IL, IN, MI, MN, MO, OH, PA and SD

JASON TESTIN

VICE PRESIDENT | **FREDERICKSEN ENGINEERING**



22
YEARS OF EXPERIENCE

Jason is the Vice President of the firm and is also part of the next generation of highly skilled engineers representing Fredericksen Engineering. An attention to detail is an inherent trait of all engineers, but continuity is a rare and valuable commodity in the industry. Jason is the third generation to oversee the design, development and implementation of their construction plans and documents. He has broad experience with a variety of project types, including municipal buildings, schools, hospitality, manufacturing, water parks and even a monastery. Jason has created his own legacy with the firm involving all aspects of a successful project. He originates designs, makes equipment specifications and brings knowledge and judgment to every project he oversees. Jason has taken a lead role within the firm with respect to the design of geothermal heat pump systems. As these systems develop and gain greater acceptance in the community, Jason is expanding on his knowledge and understanding of the technologies involved.

EDUCATION

Bachelor of Science
Mechanical Engineering
Tri-State University-
Angola, IN

EXPERIENCE

- Black River Falls Municipal Utilities – Black River Falls, WI
- Waupaca County Highway Facility – Waupaca, WI
- Kaukauna Municipal Services Renovation – Kaukauna, WI
- Sheboygan Falls Municipal Building Renovations – Sheboygan Falls, WI

JAMIE JOHNSON

BIM/IT MANAGER | **FREDERICKSEN ENGINEERING**



22
YEARS OF EXPERIENCE

Jamie joined FEI in 1998 as a CAD Technician. While he was leading our transition to Revit 3D modeling in 2006, he was promoted to CAD/IT Manager. The early experience Jamie gained has kept Fredericksen at the forefront within the industry as their 3D models are exceptionally detailed and coordinated with all trades. His extensive knowledge of the Revit platform is invaluable in his support of project engineers.

EDUCATION

Mechanical Engineering
Milwaukee School of Engineering

Mechanical and Computer Drafting
Milwaukee Area Technical College

Computer Drafting
Moraine Park Technical College

EXPERIENCE

- Black River Falls Municipal Utilities – Black River Falls, WI
- Waupaca County Highway Facility – Waupaca, WI
- Kaukauna Municipal Services Renovation – Kaukauna, WI
- Sheboygan Falls Municipal Building Renovations – Sheboygan Falls, WI
- Fond Du Lac County Highway Garage Ventilation and Boiler Replacement – Fond Du Lac, WI
- Outagamie County Highway Department Expansion – Appleton, WI
- Burlington DPW Building – Burlington, WI

LAURA GILBERT PE
SR. ELECTRICAL PROJECT ENGINEER | **MSA**



21
YEARS OF EXPERIENCE

Laura is experienced in electrical design for commercial buildings. Lighting design is her passion, and she is also well-versed in electrical distribution, fire alarm and telecommunications design. She has provided electrical design for numerous LEED-certified buildings, including two Platinum-certified buildings. Laura's favorite part of a project is walking into a finished space and seeing how her design went from concept to reality, ready to be utilized. Key project experience includes municipal buildings, schools, libraries, churches and public safety buildings.

EXPERIENCE

- Kaukauna DPW Facility – Kaukauna, WI
- Black River Falls Municipal Utility Facility – Black River Falls, WI
- Kaukauna Municipal Building and Fire Station – Kaukauna, WI
- Marshfield Utilities Operations Center – Marshfield, WI
- Plymouth Utilities Operations Center – Plymouth, WI

EDUCATION
Bachelor of Science
Civil Engineering
Milwaukee School of Engineering

REGISTRATIONS/CERTIFICATIONS
Professional Engineer in WI

BEN NERAT PE
SR. PLUMBING ENGINEER | **MSA**



15
YEARS OF EXPERIENCE

Since 2005, Ben has been working in the industry designing and developing fire protection, piping and plumbing systems. Ben's experience has included all stages of project design from interpreting and following specifications; following building codes and standards; coordinating with customers and vendors; ordering building materials; creating, maintaining and updating construction documents; and supporting construction efforts. Ben designs plumbing and fire protection systems and collaborates with the stakeholders to implement high-quality designs and solutions for his clients.

EXPERIENCE

- Kaukauna DPW Garage Remodel and Addition – Kaukauna, WI
- Black River Falls Municipal Utility Facility – Black River Falls, WI
- Fox Valley Technical College Campus Building Renovation and Addition – Appleton, WI
- Sevastopol Schools – Sturgeon Bay, WI
- Beloit Turner Schools – Beloit, WI

EDUCATION
Bachelor of Science
Mechanical Engineering
Michigan Technological University-Houghton

Fire Protection Engineering
Worcester Polytechnic Institute-Worcester, MA

REGISTRATIONS/CERTIFICATIONS
Professional Engineer in WI

CORY HORTON PE, CFM, CPESC, ENV-SP
SENIOR PROJECT MANAGER | raSMITH



23 YEARS OF EXPERIENCE

Cory is a municipal senior project manager with extensive experience in municipal engineering, water and natural resources and transportation projects. In his prior role as the Director of Public Works and City Engineer for the City of Fitchburg, Cory oversaw a staff of over 40 and was responsible for oversight of the engineering, building inspection, parks, utility, streets and building maintenance divisions. As the Director of Public Works, Cory assisted with the maintenance, renovation, decommissioning, site selection, design, construction and management of public facilities in the City. During his tenure, this included the expansion of the public works facility, among other projects. He also oversaw the maintenance, upkeep and upgrades of all City facilities.

EXPERIENCE

- City of Fitchburg Director of Public Works/City Engineer – Fitchburg, WI
- Fitchburg Public Works Facility Expansion – Fitchburg, WI
- Fire Station Renovation – Fitchburg, WI
- Westside Community Center Rehabilitation – Sun Prairie, WI
- Town Center Site Development – North Aurora, IL

EDUCATION

Master of Science
Civil and Environmental Engineering
University of Wisconsin-Madison

Bachelor of Science
Civil Engineering
University of Wisconsin-Madison

REGISTRATIONS/CERTIFICATIONS

Professional Engineer in WI and IL

Certified Floodplain Manager

Certified Professional in Erosion and Sediment Control

BRAD HARTJES PE, CFM
SENIOR PROJECT ENGINEER | raSMITH



27 YEARS OF EXPERIENCE

Brad specializes in water resource, municipal and site development projects. He has focused extensively on water resource aspects, such as hydrologic and hydraulic analysis, stormwater management reviews, stormwater detention and compensatory storage. From a site development perspective, Brad's projects have included the residential, commercial and industrial markets for both the public and private sectors. He uses his skills in site plan development, stormwater management permitting, grading and earthwork analysis, plan and profiles, utility layout and design, wetland coordination and geotechnical coordination to deliver success for his clients' projects.

EXPERIENCE

- Kaukauna DPW Phase IV Expansion Site Design – Kaukauna, WI
- Kenosha Fire Station 4 Site Design – Kenosha, WI
- Green Bay Water Utility Building Expansion Site Design – Green Bay, WI
- Freedom Fire Station Site Design – Freedom, WI
- Black River Falls Municipal Utility Building Site Design – Black River Falls, WI
- Evergreen Credit Union Site Development – Appleton, WI

EDUCATION

Bachelor of Science
Civil Engineering
University of Wisconsin-Platteville

REGISTRATIONS/CERTIFICATIONS

Professional Engineer in WI and IL

Certified Floodplain Manager

RILEY STONE

CIVIL ENGINEER | **raSMITH**



6
YEARS OF EXPERIENCE

Riley officially joined raSmith's municipal services division after graduating from the University of Wisconsin–Milwaukee in May 2017, although he had been working with the firm as a co-op since 2015. During his time at raSmith, Riley has assisted engineering staff with a variety of projects, but his projects have primarily focused on municipal roadway, stormwater and sanitary sewer flow monitoring efforts. Riley provided assistance in the collection of data, processing, GIS mapping and analysis and the report preparation process.

EXPERIENCE

- Stormwater Quality Modeling and Analysis, Total Maximum Daily Loading Requirements – Delafield and Nashotah, WI
- Stormwater Quality Modeling and Analysis, Review of Best Management Practices – Delafield and Grafton, WI
- Stormwater Quality Modeling and Analysis, Erosion Control Inspections – Winnebago County, WI
- Stormwater Analysis and Design, Storm Sewer Design for Subdivisions – Pleasant Prairie and Waukesha, WI
- Stormwater Analysis and Design, BMP Design – Muskego, WI

EDUCATION

Bachelor of Science
Civil Engineering
University of Wisconsin–Milwaukee

Bachelor of Science
Physics
University of Wisconsin–La Crosse

THOMAS ZEISE

COST CONTROLLER | **ZEISE CONSTRUCTION**

34
YEARS OF EXPERIENCE

As President of Zeise Construction, Tom is part of the company's third generation management team. Zeise Construction has been providing quality craftsmanship in northeast Wisconsin for more than 50 years. He is a licensed real estate sales person and has more than 34 years of experience in the Building construction field, managing projects ranging from $250,000 to $21,000,000.

EXPERIENCE

- Kaukauna Municipal Center – Kaukauna, WI
- Kaukauna Fire Station – Kaukauna, WI
- Green Bay Packers Pro Shop Addition, Admin. Building – Green Bay, WI
- Green Bay Packers Building C, Admin and Ticket Office – Green Bay, WI
- Christa McAuliffe Elementary School – Green Bay, WI
- St. Bernard Catholic School Addition – Green Bay, WI
- St. Francis Xavier Cathedral, Bishop Wycislo Center Addn. – Green Bay, WI
- Gibraltar Fire Station, Town Center – Gibraltar, WI
- Gibraltar High School, Renovations, Phase 1 and 2 – Gibraltar, WI

EDUCATION

Bachelor of Science
Business Finance
St. Norbert College
- De Pere, WI

REGISTRATIONS/CERTIFICATIONS

Licensed Real Estate Salesperson in WI

PROFESSIONAL ASSOCIATIONS

Associated General Contractors of Wisconsin - Board Member

Green Bay Area Chamber of Commerce

Carpenters Local 1146-Apprentice Committee Member

JOHN GRETZINGER

COST ESTIMATOR | ZEISE CONSTRUCTION

John has been a project manager for Zeise Construction since early 2018. He started his construction career as a laborer working summers while obtaining his college education. After college, he worked as a carpenter, superintendent, estimator and project manager. John has more than 35 years of experience in the building construction field and has managed projects ranging from $10,000 to $30,000,000. John will be responsible for preparing budget estimates and supplying value engineering options during the design and preliminary estimating phases.

EDUCATION

Bachelor of Science
Construction
Technologies
University of
Wisconsin-
Menomonie

35
YEARS OF EXPERIENCE

EXPERIENCE

- Kaukauna School District, New High School – Kaukauna, WI
- St. Nicholas Hospital, Sheboygan, Multiple Remodels – Sheboygan, WI
- Sappi Paper-Industrial Projects – Skowhagen, ME
- St. Mary Magdalene Church – Waupaca, WI
- Lake Mills School District-Remodel – Lake Mills, WI
- St. Mary's Church – Greenville, WI
- Laminations (GNC), New Production Facility – Appleton, WI
- Hayward School District, Addition and Remodel – Hayward, WI



Project Understanding and Approach

The SEH team has reviewed the RFP and proposed scope of work in detail and is excited for the opportunity to propose. Our assembled team has similar experience across Wisconsin and is excited for the opportunity to work with the City of De Pere. Our approach to delivering this project in a timely and efficient manner is outlined below and on the pages to follow.

The City of De Pere's Municipal Service Center (MSC) is "busting at the seams" and has needed an expansion/renovation for many years. Moreover, the City's anticipated expansion requirement has even grown substantially since the needs study was completed in 2010. Moving forward with this new project, we have identified a few components that will be integral to our process:

1 PROGRAMMING

The first and likely most important step in this process will be to evaluate the MSC's current state and better understand where additional space and/or changes are needed. During this programming stage, expansion options and sizes will be identified, along with areas that need to be renovated or remodeled. Using this information, we can then work with the City to develop preliminary remodel/expansion layouts. Being familiar with the site, we understand that there are several factors that will need to be considered during this preliminary layout phase, including, but not limited to:

- Space limitations of the current site
- Separation of the MSC and customer traffic
- Grade changes across the site
- Possible expansion onto or use of the adjacent parcel on Lande Street
- Stormwater management issues
- Easy access to fuel station

2 PLAN OPTIONS AND ESTIMATES

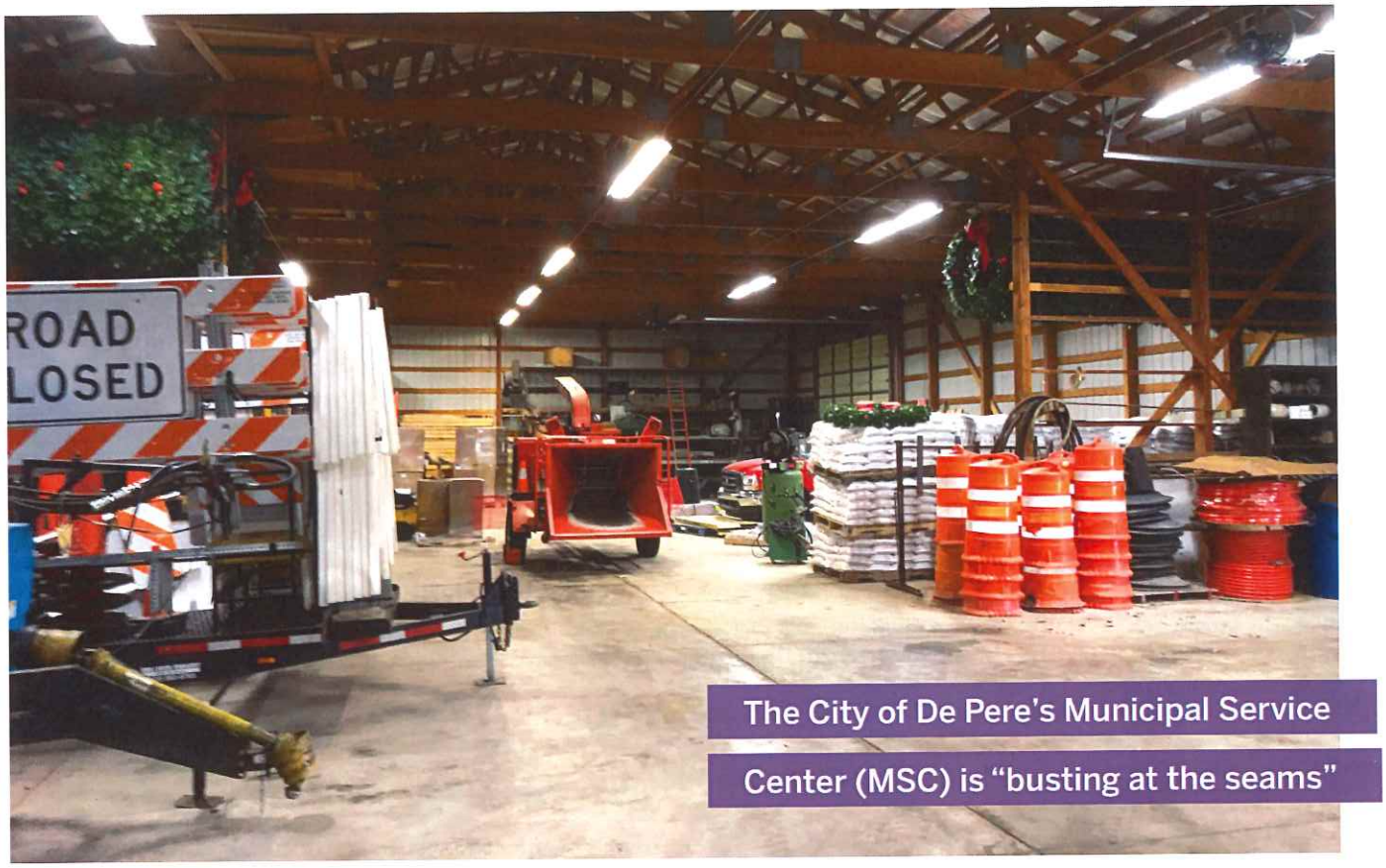
Before beginning construction documents, our team will work closely with MSC staff to develop plan options that meet your needs. Along with various plan options, we will also generate preliminary construction cost estimates to aid in the decision-making process.

3 FOCUS ON ENERGY

As we begin working on construction documents, we suggest working with Focus on Energy (FOE). We have worked with them on several past and current projects, and they provide a free evaluation of the project's mechanical systems and offer options with return-on-investment information that will aid our team in selecting any upgrades or changes to the design. In the end, there may also be a significant rebate from FOE, depending on the system we utilize.

4 DESIGN REVIEW

Design review meetings are another critical part of the construction document process. We will take the time at each of these reviews to walk you through the documents to make sure that you understand the changes and additions that are being made to your facility.



The City of De Pere's Municipal Service Center (MSC) is "busting at the seams"

SCOPE OF SERVICES

STAKEHOLDER ENGAGEMENT

The SEH team understands the importance of not only delivering a feasible solution for the MSC expansion but also how those functions integrate with the rest of the MSC site and operations. It is one thing to deliver a recommendation for the location and operation of these functions, but it is as equally important to provide a plan that has garnered the input and support of the various functions, programs and operations it impacts on the campus.

Due to restrictions during the pandemic, we envision the programming and input from the various interest groups taking on several different formats. We have recently developed a process for holding virtual workshops that limit the number of in person attendees – those considered the decision makers. Using technology in a virtual meeting format, we assemble in small groups socially distanced with cameras set up at multiple angles where other core team members and associated professionals can join the meeting virtually. This virtual "in-person" format has been a very effective way of organizing design workshops and feedback sessions while respecting the current restrictions of the pandemic.

It is also important to establish a regular cadence of check-in calls to monitor progress and provide updates to the core team. These weekly virtual visits allow the team to collaborate and discuss progress on the programming of MSC improvements. It is also a good platform to share content and project floor plans, aerial photographs, sketches and building sections. This meeting cadence is established by the consultant as they prepare the overall project schedule and completion of the deliverables.

As we define the scope in the section below, we will describe how we integrate and collaborate with not only the decision makers but all the stakeholders that are impacted by these operations both directly and indirectly.

KICKOFF, WORK PLAN AND PROJECT DEVELOPMENT PHASE

The project kickoff is the consultant team's opportunity to meet with members of the entire project team to confirm the process, identify the key participants, lay out the work schedule and further develop scope documents. This is the consultant team's first opportunity to collaborate with the team that will be responsible for providing direction as it relates to the location and function of the MSC expansion.

As part of the initial kickoff meeting, the consulting team will:

- Meet with MSC and City representatives to confirm the preliminary work plan and schedule for the study
- Confirm the structure and membership of stakeholder groups and determine scheduled tasks that require their participation
- Confirm the scope of work and process for integrating the subconsultants and advisors
- Develop a work plan based on input from committee at the project kickoff meeting

The deliverables of this kickoff meeting will be a project understanding statement, detailed work and communication plan and written documentation of the project kickoff meeting.

Immediately following the kickoff meeting, the team will become immersed in information gathering. This will include compiling data and documentation necessary to understand the space needs of the MSC in its current and future state. We will understand the limits and constraints of the facilities available to satisfy the space needs required, as well as the context and vision to guide space development in the future. The SEH team knows the MSC campus and its buildings well having completed the previous study. Using the existing drawings from the original construction, as well as documents from recent additions, alterations and renovations, our team will piece together the documents necessary to better understand location and impact of expanded operations within the facilities and on the site.

Concurrently, and as part of the information gathering piece, the consultant team will conduct an existing facilities review consisting of reviewing existing documents, checking against industry space and design guidelines, and reviewing standard practices for other municipal service centers.

PROGRAMMING AND DOCUMENTATION PHASE

Once the discovery phase of our work is complete, we will begin the programming and documentation portion of the project that will ultimately lead to determining the necessary amount of space, adjacencies and facility efficiency that will be the basis of the long-term solution for the MSC campus. The team will begin the working drawings and specification phase for bidding and construction of the project. The design team will start with evaluation of the building systems including:

- Structural systems
- Building wall and roof systems
- Building configuration
- HVAC systems
- Plumbing systems
- Electrical systems
- Lighting
- Life safety systems

Our team will evaluate the suitability of existing building elements, materials and equipment for reuse in the renovated project. Any building systems or materials considered for reuse will be reported to MSC staff and the City and may be reused unless directed otherwise.







DESIGN PHASE

During the design phase, our team will develop and provide documents that will achieve a biddable and constructible project. We will submit documents for approval to the authority having jurisdiction over the project. Once approved, we will file two copies of the approval with the City. The working drawings will include:

- Details, diagrams, schedules, photo reproductions and other graphic methods appropriate to define work required to accomplish the purposes of the project
- Description of existing conditions of the site and/or structures with sufficient clarity to permit their use without ambiguity in the bidding and construction process

The specifications are part of the contract documents and will include technical sections of the specifications that describe the materials and services to be installed by the construction contractor in the work. Specifications will include contract requirements, special provisions and/or appendices and technical sections, following the divisions of the Construction Specifications Institute (CSI). We will incorporate any Division 0 or "front end" boiler plate contract language as provided by the City.

Upon completion of the final project design and working architectural drawings and specifications, our team will submit those documents to the City's project manager for review in concurrence prior to release for bidding. The drawing package will contain:

- Site plan
- Architectural drawings
- Mechanical plan
- Electrical plan
- Plumbing plan
- Life safety plan
- Structural drawings

We will submit an electronic and PDF set of final drawings and specifications for review. The City will issue a list of recommended changes and corrections to be incorporated into the final documents. Once changes have been incorporated into the final documents, we will call for a final review meeting with the City to finalize and prepare for publication of the final bidding documents with any conditions required by the City.

At the time of final delivery of the documents, we will report to the City with an updated estimate of project cost.

Our team will provide an electronic copy of both the drawings and specifications for bidding purposes. If hard copy bid documents are requested by the City, these services shall be a reimbursable expense.

BIDDING PHASE

During the bidding phase, our team will assist with issuing the advertisement for bid and will serve as the professional technical consultant and advisor to the City during the bidding process, including participation in the pre-bid and pre-award conferences.

We will also provide the following:

- Preparing any necessary addendum for distribution by the City during the bidding period
- Evaluating and making recommendations to the City on the qualifications of prospective prime construction contractors
- Assisting the City's project manager in analyzing the bids
- Preparing construction documents upon award to the lowest qualified contractor, which will include the bid documents, addenda issued and accepted value enhancement proposals

CONSTRUCTION PHASE

During construction, we will perform the following:

- We will follow the regular cadence of construction meetings by attending in person and providing a progress review visit. We will serve as a technical and professional advisor to the City during construction. If requested, we will provide full-time onsite project representation as an additional service.
- Immediately following the pre-construction meeting and prior to the start of construction, we will review the proposed schedule for submittals from the construction contractor relative to the construction schedule and advise the City of any concerns.
- We will review and approve or reject shop drawings, samples and other submittals from the contractor to determine conformance with the specifications.
- We will review the results of all testing conducted during the construction and report whether these results meet the design intent and requirements of the construction contract.
- Our site representative will observe the construction progress and evaluate the adequacy and completeness of the construction contractor's compliance with the

contract documents. Any non-compliance shall be reported to the City's project manager in writing.

- We will request inspections at critical milestones by the subconsultants we've contracted. Following the routine site visits, our team will submit reports of observations to the City.
- Any work not complying with the contract documents will be reported to the City's project manager immediately in writing. Any consideration for suspension of work based on nonconformance and performance by the contractor will be justified to the project manager in writing.
- We will develop and issue appropriate construction bulletins at the direction of the City's project manager.
- We will prepare applications for energy incentive programs when applicable.
- Upon notice of substantial completion by the contractor, we will observe the construction and provide a written punchlist to the project manager. Our team will witness functional testing of the buildings systems and review the TAB reports as issued by the subcontractors.
- Upon completion of the project, each construction contractor will submit a marked up set of as-built prints to our team, who will, based on these marked up as-built prints, revise the original documents, including the electronic files showing changes in the work made during the construction process, and produce a set of record documents. This work will be completed within 30 days of receipt of the last marked up prints.
- We will review for compliance with design intent, the operating and maintenance manuals for building systems and operable mechanical and electrical equipment. These manuals should include:
  - Manufacturers' instruction for maintenance and operations of equipment and systems including a spare parts list
  - Temperature control record drawings and equipment data sheets including recommended maintenance procedures
- We will attend the 11-month warranty walkthrough 11 months after substantial completion and prior to the contractor's one-year warranty expiring.











Similar Projects and References

The projects featured in this section demonstrate the SEH team's experience designing municipal and county services facilities similar to the proposed project in De Pere. Our breadth of experience will provide the framework for a successful project. Below and on the pages to follow, we have included representative projects and references that demonstrate our approach to designing similar projects and building successful client partnerships.

PAST PERFORMANCE

Our staff is familiar with all aspects of the seemingly endless list of design considerations that must be addressed early in the planning process. This early planning limits the need for designers to "back track" to include a feature that may have been overlooked but is vital to the department's response protocol.

REFERENCES

Below you will find references who can vouch for the quality of work we provided. We welcome you to contact them to see for yourselves what our clients are saying.

① **JOHN SUNDELIUS**
CITY ENGINEER
Municipal Services Building
Phase 4 Final Design
Kaukauna, WI
920.766.6305
sundelius@kaukauna-wi.org

② **TODD PETERSON**
PUBLIC WORKS DIRECTOR
Public Works Facility
Galesville, WI
608.528.4313
tcpeterson@
cityofgalesville.com

③ **PATRICK KOTLOWSKI**
HIGHWAY COMMISSIONER
Maintenance Shop and Wash
Bay Addition
Adams, WI
608.339.3355
kotlowski@co.adams.wi.us

④ **BLAINE LEE**
TOWN CHAIRMAN
New Town Hall and
Maintenance Shop
Town of Hamilton, WI
608.461.1382
blaine003@centurytel.net

⑤ **A. BRAD CHOWN**
CITY ADMINISTRATOR
Black River Falls Emergency
Services Building
Black River Falls, WI
715.284.2315
city.admin@blackriverfalls.us

⑥ **CASEY ENGEBRETSON**
GENERAL MANAGER
Black River Falls
Municipal Utilities
Black River Falls, WI
715.284.9463
cengebretson@brfmu.org

MUNICIPAL SERVICES BUILDING PHASE 4 FINAL DESIGN

KAUKAUNA, WI



The fourth and final phase of the City of Kaukauna's municipal services building campus completely renovated the former public works garage, provided a cold storage facility and expanded yard waste drop off site for residents. The renovation features a new maintenance shop, cold storage facility, relocated wash bay, upgraded fuel island, paint booth, updated vehicle storage garage, upgraded security and energy-efficient lighting.

SUSTAINABLE AND/OR COST SAVING TACTICS

- High recycled content material
- Locally sourced labor and materials
- LED lighting and building control
- Repurposed equipment and materials

CLIENT

City of Kaukauna

PROJECT SIZE

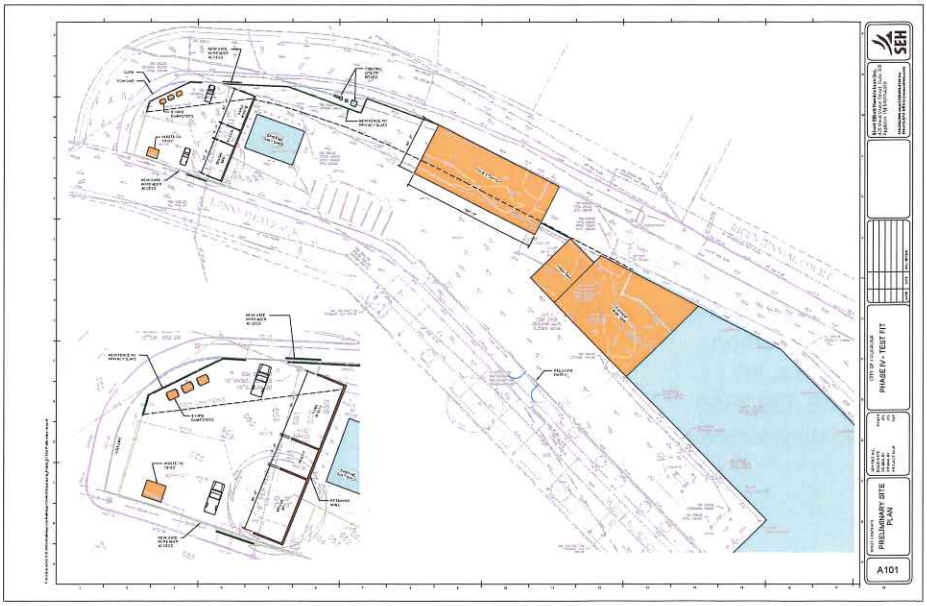
52,100 sq.ft.

COST

$4.47 million

YEAR COMPLETED

Scheduled to be complete Summer 2021



PUBLIC WORKS FACILITY

GALESVILLE, WI



SEH worked closely with the City of Galesville during the programming and conceptual design phases to develop a building that would meet their specific needs and budget. This 9.600 sq. ft. facility contains five vehicle storage/maintenance bays, as well as a manager's office, staff break room and additional support spaces. A mezzanine was also incorporated into the design for additional storage space and to house mechanical equipment. Insulated, full height, precast concrete panels were chosen for the building envelope to provide a durable, long lasting and energy-efficient solution for this project.

SUSTAINABLE AND/OR COST SAVING TACTICS

- High recycled content material
- Locally sourced labor and materials
- LED lighting and building control
- Direct bury precast wall panels
- Single sloped metal roof

CLIENT

City of Galesville

PROJECT SIZE

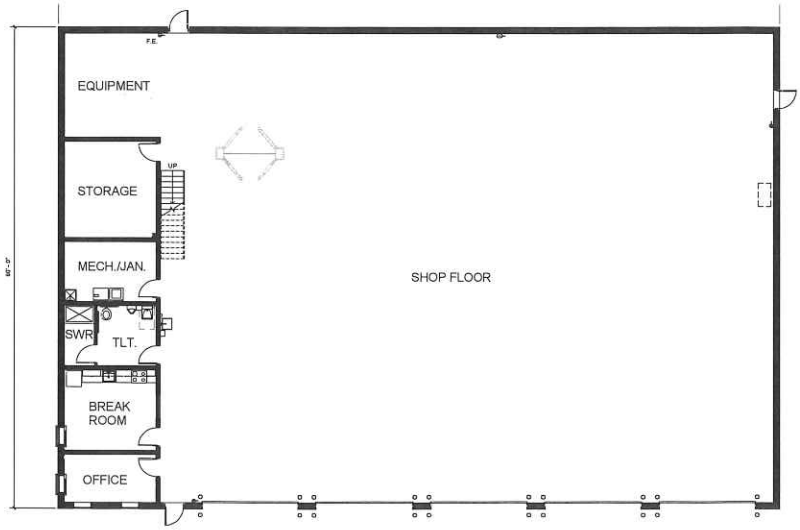
9,600 sq.ft.

COST

$1.7 million

YEAR COMPLETED

2017



MAINTENANCE SHOP AND WASH BAY ADDITION

ADAMS, WI



Adams County Highway Department hired SEH to design the layout of a new maintenance facility. The new facility consisted of a repair shop and office building (19,200 sq. ft.), heated storage building (20,680 sq. ft.) and a cold storage building (6,000 sq. ft.). The site also held a fuel center and drive-on scale, and the main building contains an office space, conference room, employee break room/shower facilities and multiple-stall vehicle repair shop, which includes a wash bay.

Several years later, the County determined the existing wash bay was undersized based on the increased size and number of vehicles in their fleet and called on SEH to provide design and construction services for a 2,400 sq.ft. addition to their existing wash bay. The addition provides better flow with drive-through ability, as well as a raised catwalk, which is used to better clean large vehicles. Due to the wet environment, extensive coordination among all trades and the client vendor occurred to assure proper finishes were used. It was also critical for this addition to blend into the existing building with matching exterior finishes.

CLIENT

Adams County Highway Department

PROJECT SIZE

48,280 sq.ft.

COST

Maintenance Building: $2.4 million
Wash Bay Addition: $462,000

YEAR COMPLETED

2019

SUSTAINABLE AND/OR COST SAVING TACTICS

- High recycled content material
- Locally sourced labor and materials
- LED lighting and building control
- Direct bury precast wall panels
- Single sloped metal roof



NEW TOWN HALL AND MAINTENANCE SHOP

TOWN OF HAMILTON, WI





SEH is currently designing a 14,500 sq. ft. town hall and highway maintenance shop for the Town of Hamilton. The new facility will feature heated vehicle storage, a vehicle maintenance bay, staff locker room and break area and administrative offices for Town employees.

The building's construction is a combination of direct burial tilt up precast architectural wall panels for the high bay maintenance shop and a conventionally framed masonry and architectural metal wall panel office for the town hall.

The site will include cold storage and yard refuse buildings, as well as a salt shed and fuel island.

CLIENT

Town of Hamilton

PROJECT SIZE

14,500 sq.ft.

COST

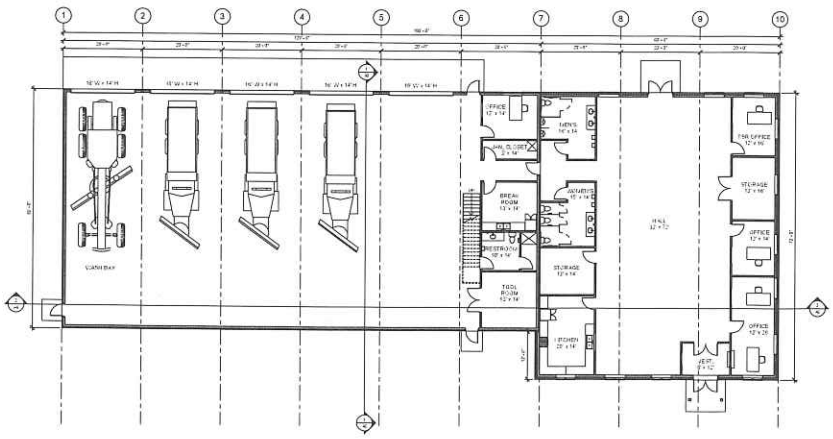
$2.88 million

YEAR COMPLETED

In design phase

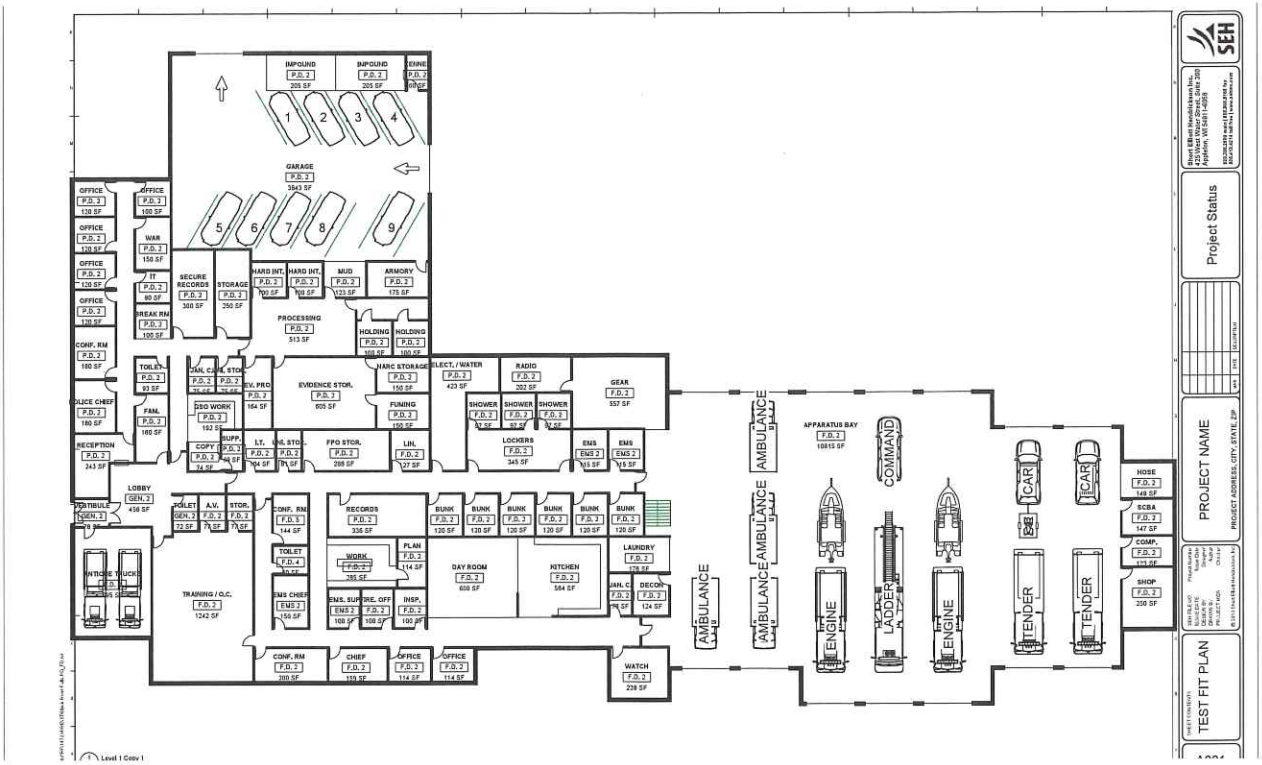
SUSTAINABLE AND/OR COST SAVING TACTICS

- High recycled content material
- Locally sourced labor and materials
- LED lighting and building control
- Direct bury precast wall panels
- Single sloped metal roof



BLACK RIVER FALLS EMERGENCY SERVICES BUILDING

BLACK RIVER FALLS, WI



The City of Black River Falls is in the planning stages for a new 29,785 sq.ft. $6 million Fire, EMS and Emergency Services building that will provide much needed, modernized and expanded facilities as their emergency services expand within their growing community. The SEH plan calls for a larger apparatus bay so equipment currently stored outside or in other parts of the county can be brought under one roof. The plan also calls for many fire training props to be designed into the station and tower.

SUSTAINABLE AND/OR COST SAVING TACTICS

- Solar hot water
- LED lighting
- Regional stormwater treatment

CLIENT

City of Black River Falls

PROJECT SIZE

29,785 sq. ft.

COST

$6.2 million (est.)

YEAR COMPLETED

Scheduled to be completed June 2021

RICHFIELD MAINTENANCE FACILITY

RICHFIELD, MN



After selecting a site for a new maintenance facility in Veteran's Park, the City of Richfield chose SEH to study its current department structure, review their existing facilities and design and construct a new facility. Major design issues included compatibility with neighboring homes and the park, reorganizing staff due to more efficient sharing of people among departments and creating the right image for the facility as viewed from Portland Avenue, a vibrant urban street.

The facility combines nine different operational areas into one structure defined by:

- 59,000 sq. ft. of new vehicle storage area
- 6,200 sq. ft. of new vehicle repair maintenance area
- 1,400 sq. ft. of new lunch room/assembly area

SEH prepared plans and specs that called for siting the new facility into a hillside to reduce the visual scale of the building on Portland Avenue and to locate all office space and lunchroom areas so that they faced Veteran's Park.

SUSTAINABLE AND/OR COST SAVING TACTICS

- LED lighting
- In floor radiant heating system
- Polished concrete floor throughout
- On site stormwater detention
- Regional materials
- High recycled content materials

CLIENT
City of Richfield

COST
$14 million

PROJECT SIZE
96,600 sq. ft.

YEAR COMPLETED
2008

RICE LAKE COMMUNITY SERVICES DEPARTMENT BUILDING

RICE LAKE, WI



The Community Services Department building provides the City with an up-to-date, modern facility to provide high-quality services to the residents of Rice Lake and the surrounding communities. The project includes a new 28,000 sq. ft. building and site improvements. The building design includes indoor vehicle storage and washing facilities, a vehicle maintenance garage, sign shop, storage mezzanine, staff offices and meeting space for both City and public use. Site improvements include stormwater infiltration areas, development of parking facilities and cold storage spaces for equipment.

The building was designed with durability and cost-efficient operations in mind. Energy-efficient systems such as LED lighting and in-floor radiant heating systems were incorporated to reduce operating costs. Durable finish materials such as polished concrete flooring are being used throughout the office areas to reduce maintenance costs and extend the lifespan of the building and its systems.

SUSTAINABLE AND/OR COST SAVING TACTICS

- LED lighting
- In floor radiant heating system
- Polished concrete floor throughout
- Pre-engineered metal building structure

CLIENT
City of Rice Lake

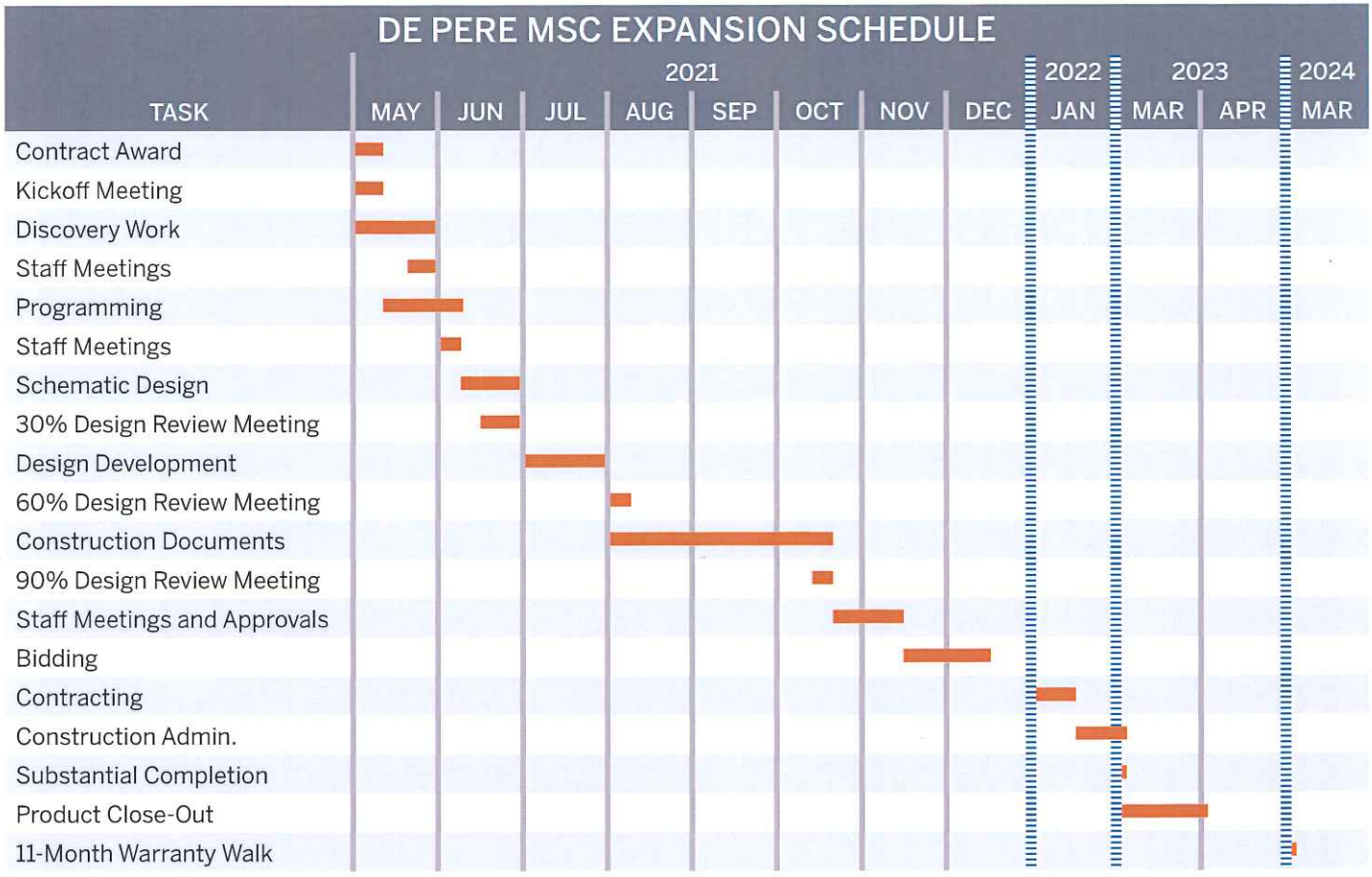
COST
$3.5 million

PROJECT SIZE
28,000 sq. ft.

YEAR COMPLETED
2017

Timeline

Our team is prepared to hit the ground running and provide responsive service for this project. To successfully and efficiently bring this facility expansion to fruition, we will follow the timeline provided below.



Fee

SEH is prepared to deliver the scope of services outlined in the RFP for the following compensation.

Proposed Fee Schedule

Company Name: Short Elliott Hendrickson Inc. (SEH®)

Company Address: 425 West Water Street, Suite 300

Company Address: Appleton, WI 54911-6058

Company Representative: Trevor M. Frank AIA, LEED AP®, NCARB, PMP

Signature:

DESIGN SERVICES	
Preliminary Design	$ 39,750
Design 30% Complete	$ 67,575
Design 60% Complete	$ 94,605
Design 90% Complete	$ 63,070
TOTAL DESIGN SERVICES	$265,000

Fee (Optional Bidding Services): $9,450.00

SEH HOURLY BILLING RATES – 2021

CLASSIFICATION - OFFICE STAFF	BILLABLE RATE[1]
Principal	$170.00 - $270.00
Project Manager	$140.00 - $240.00
Senior Project Specialist	$135.00 - $220.00
Project Specialist	$100.00 - $175.00
Senior Professional Engineer I	$115.00 - $180.00
Senior Professional Engineer II	$140.00 - $225.00
Professional Engineer	$105.00 - $165.00
Graduate Engineer	$85.00 - $135.00
Senior Architect	$125.00 - $210.00
Architect	$110.00 - $150.00
Graduate Architect	$85.00 - $110.00
Senior Landscape Architect	$115.00 - $170.00
Landscape Architect	$95.00 - $125.00
Graduate Landscape Architect	$85.00 - $100.00
Senior Scientist	$130.00 - $170.00
Scientist	$90.00 - $135.00
Graduate Scientist	$80.00 - $105.00
Senior Planner	$130.00 - $210.00
Planner	$100.00 - $150.00
Graduate Planner	$90.00 - $120.00
Senior GIS Analyst	$110.00 - $175.00
GIS Analyst	$100.00 - $120.00
Project Design Leader	$120.00 - $185.00
Lead Technician	$105.00 - $170.00
Senior Technician	$90.00 - $135.00
Technician	$65.00 - $115.00
Graphic Designer	$90.00 - $145.00
Administrative Professional	$55.00 - $130.00

CLASSIFICATION - FIELD STAFF	BILLABLE RATE[1]
Professional Land Surveyor	$110.00 - $160.00
Lead Resident Project Representative	$95.00 - $155.00
Senior Project Representative	$90.00 - $135.00
Project Representative	$75.00 - $125.00
Survey Crew Chief	$85.00 - $135.00
Survey Instrument Operator	$60.00 - $95.00

(1) The actual rate charged is dependent upon the hourly rate of the employee assigned to the project.

The rates shown are subject to change.

Effective: January 1, 2021
Expires: December 31, 2021

Building a Better World for All of Us®

Sustainable buildings, sound infrastructure, safe transportation systems, clean water, renewable energy and a balanced environment. Building a Better World for All of Us communicates a company-wide commitment to act in the best interests of our clients and the world around us.

We're confident in our ability to balance these requirements.

JOIN OUR SOCIAL COMMUNITIES

MSC Expansion Proposal Summary 4-2-2021

Company Name		LS
Ayres Associates		No Bid
Barrientos Design & Consulting		No Bid
Cedar Corporation		$323,600.00
GRAEF		$398,000.00
Gries		$435,000.00
Keller Inc.		Proposal did not include fee
McMahon Associates Inc.		$159,500.00
Performa		$475,000.00
RA Smith Inc.		No Bid
S E H		$265,000.00
Somerville		No Bid

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**Plan Commission**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Resolution #21-60 Authorizing Agreement for Consulting Services Between City of De Pere and SmithGroup, Inc. (Comprehensive Plan Update, West Downtown Vision Plan and Downtown Parking Study).**

The Plan Commission at the April 26, 2021 meeting recommended approval contract for Comprehensive Plan Update and the West Downtown Vision Plan to SmithGroup, Inc. in the amount of $80,000. Due to pending developments in the downtown since the issuance of the RFP, the requested scope expanded to include a downtown parking study. Therefore the Plan Commission recommended expanding the scope to include a downtown parking study in the amount of $30,000 for consulting services by Walker Consultants under the direction of SmithGroup Inc.

The Plan Commission voted 6-0 in favor of the award.

ATTACHMENTS:

- Reso21-60 (PDF)
- SmithGroup, Inc. (Comprehensive Plan Update)5-13-21-157-001-18 (PDF)
- 3. Exhibit A - De Pere 2040 Comprehensive Plan Updated and West Downtown Vision Plan RFP 02092021 (PDF)
- 3. Exhibit B - De Pere 2040 Comp Plan and West Downtown Vision_SmithGroupReduced (PDF)
- 3. Exhibit C - De Pere Revised Project Schedule (PDF)
- 3. Exhibit D - PROP Walker Consultants DePere WI SmithGroup_210423 (PDF)
- 1. 042621 Memo to PC - Comp Plan and West Downtown Vision Plan Consultant Recommendation (PDF)
- 4. Interview Questions(PDF)
- 5. Parking Study Map (JPG)

RESOLUTION #21-60

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND SMITHGROUP, INC.
(Comprehensive Plan Update, West Downtown Vision Plan and Downtown Parking Study)

WHEREAS, City is in need of a Comprehensive Plan Update, a future Vision Plan for the west side of the Downtown and Downtown Parking Study to establish an achievable development and planning vision to complement the Cultural District Master Plan, the Downtown Master Plan, and development efforts of St Norbert College; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and City Clerk are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and SmithGroup, Inc., as is attached hereto, subject to such changes and revisions as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of May, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____
Nays:_____
Board/Committee Approval: 04/26/2021

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND SMITHGROUP, INC. (Comprehensive Plan Update, West Downtown Vision Plan and Downtown Parking Study)

THIS AGREEMENT made and entered into this ___ day of _____, 2021, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and SmithGroup, Inc., a foreign corporation authorized to do business in Wisconsin ("Consultant").

WITNESSETH

WHEREAS, City is in need of a Comprehensive Plan Update, a future Vision Plan for the west side of Downtown De Pere and Downtown Parking Study to establish an achievable development and planning vision to complement the Cultural District Master Plan, the Downtown Master Plan and development efforts of St. Norbert College; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals dated February 9, 2021 (Exhibit A) and Consultant's Proposal thereto dated March 5, 2021 (Exhibit B), amended Proposed Project Schedule (Exhibit C) and Parking Study Proposal addendum (Exhibit D) all of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibits B through D, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described in Exhibits A through D. 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 the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant such background documents, existing plans, public engagement assistance and meeting facilitation services, GIS services and other information as it may have concerning the project that may be applicable in understanding the community or the design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B and D. Payment to the Consultant is due within 30 days after receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage for a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

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

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

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

XII. ALLOCATION OF RISKS

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

partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

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

XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project, with the exception of those services for parking planning to be provided by Walker Consultants, identified as a teaming partner of Consultant for this Project. The Consultant shall be responsible to the City for the actions of persons and firms performing subcontract work.

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the City make normal progress in

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

XVIII. TERMINATION OF WORK

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

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

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

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

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

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XX. NOTICES

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

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

If to Consultant:
SmithGroup, Inc.
Attn: Tom Rogers
Principal-in-Charge
44 East Mifflin Street; Suite 500
Madison, WI 53703

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

SMITHGROUP, INC.

By: _____
Tom Rogers, Principal-in-Charge

By: _____
John Kretschman, Authorized Signer

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

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REQUEST FOR PROPOSALS
City of De Pere, Wisconsin

2040 Comprehensive Plan Update
and
West Downtown Vision Plan

Development Services Department

Issued: February 9, 2021

Proposals Due: March 5, 2021, by 4:00 PM

Respondent shall submit one (1) complete original hard copy proposals and one (1) electronic copy in PDF format on USB Flash Drive of the entire proposal in a sealed package marked with the project name, " De Pere 2040 Comprehensive Plan Update and West Downtown Vision Plan" on the front of the package.

To be considered, proposals must be received no later than 4:00 PM, Central Time, March 5, 2021, and delivered to:

Daniel Lindstrom, Development Services Director
City of De Pere
335 S. Broadway
De Pere, WI 5411

A. SUMMARY

The City of De Pere, WI seeks proposals from qualified planning individuals or project teams to prepare an update to the current Comprehensive Plan previously adopted in 2010 and a new West Downtown Vision Plan. The City believes that a large majority of the content is still applicable in the Comprehensive Plan, but this process should update the Comprehensive Plan to retain, revise, renew, or remove the vision, goals, objectives, and policies that will guide the City's decisions and will incorporate recently approved plans and studies. The process should also update the background information and demographics with the 2020 census information. Furthermore, the Plan should be streamlined to a much more public-friendly and usable document. To that end, the format of the document should be modernized and reformatted as appropriate and should utilize modern tables and graphics to the greatest extent possible. The City will take a lead effort to illustrate the Comprehensive Plan process in the public realm through posters, handouts, online, or other innovative ways to summarize the goals and objectives and help take the document "off the shelf".

Comprehensive Plan

The Plan update will assist City Staff, Plan Commission, Common Council, and other advisory committees to gauge the direction in which citizens and various stakeholders within the community would like to see the City advance. The Plan update must guide the City on appropriate implementation of new development and redevelopment plans within the community, while also meeting the service demands that come with community growth. The Plan will describe a desired future for the community over the next 20 years and establish goals to move toward that future.

West Downtown Vision Plan

During the 2010 Comprehensive Plan update, the City simultaneously prepared a Downtown Master Plan. These planning processes did not result in planning documents that worked well together. The new plan format must ensure that does not happen again; therefore, the City requests the planning individuals or teams to also prepare a proposal to create a West Downtown Vision Plan similar to the Cultural District Master Plan that was prepared in 2018 for the east side of the Downtown. The Comprehensive Plan and the West Downtown Vision Plan projects should run concurrently and capitalize on combined public engagement and project management efforts

The two plans shall be referenced individually or shall be collectively described as "Plans" throughout this RFP.

B. COMMUNITY OVERVIEW

The 24,970 people, who call the City of De Pere, Wisconsin home, know that the community provides a high quality of life in the Greater Green Bay metropolitan area. The city has two excellent school districts, an urban private college, a dynamic downtown, successful business parks and safe neighborhoods served by ample parks and natural areas have resulted in considerable loyalty and community pride among residents.

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

C. SCOPE OF WORK

The Plans should guide decisions affecting the physical development and redevelopment within the City. The process for the Comprehensive Plan Update and the West Downtown Vision Plan will be critical to City success and must ensure that the final documents reflect the desired vision for the community as determined by appointed/elected officials, citizens, landowners, business leaders, and other stakeholders through community participation. The Plans shall be simplified guiding documents that reflect the community's unique character and provide clear development goals. The Plans will help maintain collaborative and respectful relationships within the community and with surrounding neighbors and collaborative organizations.

The City of De Pere anticipates a scope similar to the following. These are general requirements for the planning process and are not intended to be a comprehensive list of tasks and deliverables. It is expected that project teams will provide the City with more specific recommendations for approaches, tasks, and deliverables based on their expertise from past work on comprehensive plan projects.

1. General Planning Process Tasks

The planning individuals or project team selected will provide a range of municipal planning services required to update the City's Comprehensive Plan and create the West Downtown Vision Plan. The combined general tasks between the two plans shall include but are not necessarily limited to:

a) Project Management: Project Management includes effective coordination with staff, Common Council, and the Plan Commission. The project team will assist with the creation of a Comprehensive Plan Update and West Downtown Vision Plan Steering Committee to lead the process. Project management tasks shall include at a minimum the following:

i. Conduct an initial project management team meeting; including an immersion site tour to create a shared understanding of the project purpose, process, and schedule between the project team, the City, and the Steering Committee (see below).

ii. Conduct an initial stakeholder analysis by identifying key stakeholders, their issues, levels of involvement, and strategies for outreach.

iii. Prepare a project process roadmap: Prepare a guiding document for the project management team that lists the project phases, schedule of events/activities, and products on a timeline and assigns roles and responsibilities for each task.

b) Assessment: Assessment includes conducting an initial review of the existing community planning reports and studies. The City will provide links to all existing, related community-planning reports, plans, and studies from local planning agencies and community advocacy groups for the project team review. Current plans include:

i. 2010 Comprehensive Plan
ii. Downtown Master Plan (2010)
iii. Cultural District Master Plan (2018)
iv. Cultural District Plan Market Analysis (2018)
v. Downtown Wayfinding (2021)

vi. Current Zoning Code
vii. Zoning Code update (ongoing)
viii. Historic Preservation Plan/Historic District Maps
ix. Comprehensive Outdoor Creation Plan
x. COVID Business Aid programs
xi. Business Improvement District Operating Plan (2021)
xii. Downtown façade grant program
xiii. Housing and Housing Affordability Reports
xiv. Tax Increment Districts (No. 7-16)
xv. 2020 ESRI Market Analysis Documents.

LINK TO City of De Pere web page for access to above documents:
www.deperewi.gov/rfp

c) Public Engagement

The City of De Pere values the participation of citizens in every stage of the decision-making process. Participation of citizens, landowners, business owners, appointed and elected officials, and other stakeholders throughout the community is paramount to the success of the Plan update; therefore, the City will place a strong emphasis in the selection process on choosing a project team that has strong facilitation skills.

Steering Committee
The engagement process will include a steering committee that should meet regularly based on the proposed scope. The preliminary list of stakeholder representative groups is as follows:

i. City of De Pere Resident(s)*
ii. Business Owners*
iii. Council Member(s)*
iv. Plan Commission Member(s)*
v. Park Board Member
vi. Board of Public Works Member
vii. Redevelopment Authority Member
viii. De Pere Chamber
ix. Definitely De Pere*
x. Historic Preservation Commission Member*
xi. St. Norbert College *
xii. City of De Pere Staff – Planning, Parks, Administration, Public Works/Engineering*

* Represents a subset of representatives for the West Downtown Vision Plan

Public Meetings/Focus Groups
The project team may also utilize focus groups and open houses to elicit responses for specific visioning and strategies, and community surveys as a broad visioning tool. The process shall include at least two but no more than five open houses or focus group meetings to review the results of the

comprehensive planning process and the draft plan. The public meetings for the Comprehensive Plan can also be used to gain specific insight into the West Downtown Visions Plan; however, at least one (1) separate focus meeting should be held to plan for the future of West Downtown. The selected project team shall also present ways to engage with the public during the current pandemic where public facilities are typically closed.

Final Plans:
The final Plans shall be presented to the Plan Commission and Common Council by the consultant; however; City Staff expects the members of the Committee to take on a leadership role and also present the plan to the appropriate bodies.

Staff Support:
The City has several staff members with significant experience in public engagement and expects to participate in the engagement process. The selected project team will be responsible for working with the staff to prepare the framework for the most impactful ways to obtain public participation. The project team will be responsible for organizing and then co-leading public events with City Staff. To assist with the project budget, the City anticipates being able to supply staff members to support virtual "Zoom Room" or in-person engagement efforts. Staff will also provide a graphic designer to prepare public meeting flyers and social media posts. Project team proposals should reflect these contributions.

2. Comprehensive Plan Specific

The project team shall prepare the plan and each plan element in accordance with the Wisconsin comprehensive planning statutes, utilizing the current content of the comprehensive plan document to the extent possible and practical. We expect at the end of the process to have a newly-formatted user-friendly document that is supported by graphics, tables, and other images that reflects our community vision. The document should be structured with a supplemental appendix to house the majority of the background data and the body of the report contains the relevant goals, objectives, and strategies. The process shall include the following stages:

a. Plan Audit and Assessment: The current plan should be audited with City Staff and Steering Committee for performance: vision/focus; data and maps; goals, objectives, and policies. Utilize a "triage" approach for the audit to retain, revise, renew, and/or remove, as appropriate. Staff anticipates two or three working meetings with the Steering Committee to complete the review of the existing plan chapters.

b. Engagement: See the engagement phase of the General Planning Process Tasks. It is assumed the process will include strategically scheduled public meetings throughout the process. Specifically, public meetings shall be held to review the following:

   i. Community update since 2010

   ii. Result of the Plan Audit

   iii. Proposed Plan changes and updates to the required elements

iv. Integration of the 2010 Downtown Plan, Cultural District Master Plan, and the Proposed West Downtown Vision Plan.

v. Plan approval

The City does not dictate these as standalone meeting topics, but Project Teams should illustrate how they proposed to address these topics throughout the series of meetings.

c. Plan Drafting: Following the triage approach, the Project Team should include updates to each of the required comprehensive plan elements as discussed by the Steering Committee. The City anticipates some of the updates to include but is not limited to:

i. Introduction: Review, update, and revise with emphasis on recent planning efforts and incorporation into the Planning document.

ii. Issues & Opportunities: Review and recommend changes to City's goal statements. The audit shall review the updated population from the pending 2020 Census and other updated data.

iii. Land Use: Update the existing land use map, proposed land use map, a chart with proposed acres per land use, with specific recommendations for each land use designation as well as a specific policy for amending the land use map.

iv. Housing: Update element including review and update of existing housing inventories, analyze new data and projected housing needs, validate and update as necessary the identified number of housing units needed to serve the city's projected growth. The recent 2019 and 2020 Housing Affordability Reports can be used as part of this update.

v. Transportation: Update element to include discussion of all modes of transportation. Include maps for the Pedestrian & Bike Trail, and the Road & Highway system map. This chapter will also be used as the basis for an update to a Bike and Pedestrian Plan. The City Official Map should also be an addendum to this Chapter that identifies all ultimate right-of-way for existing and proposed roadways within the City.

vi. Economic Development: Update the current business inventory and business environment overview discussion, employer trends, largest employers in the City, employment projections, Economic Development Programs, and City TIF / TID updates. The City will provide the project team with the annual TID update.

vii. Utilities and Community Facilities: Update existing utility maps based on recent and future growth.

viii. Agricultural, Natural & Cultural Resources: Update element to include current maps of the City's wetlands, woodlands, agricultural use, environmental corridors, topographic features, surface water, watersheds, and floodplains.

ix. Intergovernmental Cooperation: Updates to this section may include discussions of future boundary agreements with the surrounding towns and other partner organizations

x. Implementation: Review, update, revise and add to the goals and objectives for each of the various elements listed above into a usable implementation tabled that also identifies responsible parties, potential funding sources, and timeframes.

xi. Appendix Supplemental Data: The City requests an appendix that includes the following

1. Analysis of ESRI and other third party market analysis
2. Housing Market Analysis
3. Demographic and Income analysis
4. Development Opportunities Analysis

d. Plan Deliverables and Approval: The City anticipates the process will also require drafts of the Plan for review by the Steering Committee at the completion of various key phases of the project. *The City anticipates three to four working meetings with the Steering Committee to complete the review of the proposed plan chapters.*

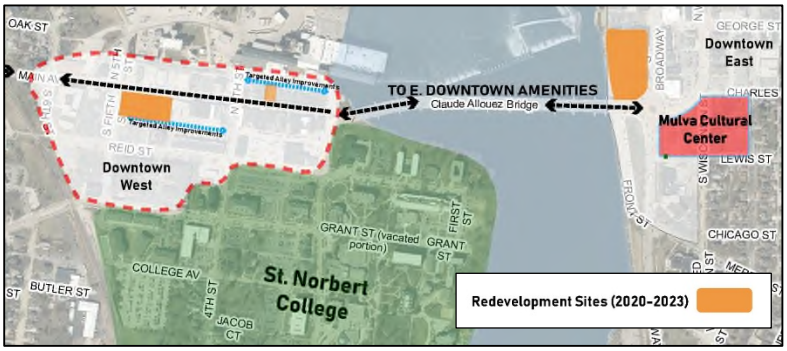
3. West Downtown Vision Plan Specific

Similar to the 2018 Cultural District Master Plan, the City requests a vision plan for the west side of the Downtown subject to the following goals:

- Progressive, thoughtful, and contextually sensitive, while also being financially viable.
- Maximize pedestrian and bicycle mobility and connections.
- Elevate the role of the public realm, open spaces, and landscaping, particularly along the Fox River, Main Avenue, and Reid Street.
- Identify opportunities and locations for public art.
- Specify optimal business types in order to create synergy from the Cultural Center.
- The plan may be broken into several streets or zones to differentiate between areas within the plan.
- Incorporate St. Norbert College's impact and vision into the planning process.

LINK TO 2018 Cultural District Master Plan:
https://www.deperewi.gov/egov/documents/1530107831_58578.pdf

a. STUDY AREA – West Downtown Vision Plan: The map to the right illustrates the approximate study area for various elements of the west downtown vision plan. See Section L of this RFP to view a detailed map.



b. Assessment (Due Diligence and Background Research: Concurrent with the assessment phase of the Comprehensive Plan Update the process shall include a meeting with City staff to review the background to include at a minimum:

   i. Review of current guiding documents (Comp Plan, Downtown Plan, Zoning Code, Main Street Guidelines)
   ii. Property inventory and analysis
   iii. Land Use and business mix inventory and analysis
   iv. Utilities
   v. Existing Structures and conditions
   vi. Environmental
   vii. Economic/Market Analysis
   viii. High-level financial pro forma for redevelopment areas
   ix. Understanding of local development climate and construction costs

c. Vision and Design: Project team to conduct a 2-3 day charrette with key stakeholders to include at a minimum:

   x. Kick off with stakeholder group and review of assessment information. Section C.2.C contains a list of the stakeholder groups.
   xi. Discussion, facilitation, and agreement on a shared vision.
   xii. Engagement efforts to work through each street/section.

d. Plan Deliverables: The Plan deliverables shall include at a minimum:

   i. Summary of Due Diligence and Background Research.
   ii. Summary of the engagement process and feedback.
   iii. Economic analysis for the entire geographic area.
   iv. Subarea Plan for the entire area – differentiated by zone. May include (but not be limited to):
      a. Public Spaces
      b. Design intent – possible design/material guidelines
      c. New Buildings
      d. Building height and massing recommendations
      e. List of businesses/land uses that fit economically with the redevelopment plan and also create cultural synergy
   v. Implementation Strategy that may include (but not limited to)
      a. Regulatory recommendations
      b. Incentive policy
      c. Operational and programming recommendations

D. CITY RESPONSIBILITIES

The Development Services Department will be responsible for administering the project and overseeing the project team's work on this project. Representatives from various City departments will review plans and other documents prepared by the project team. As stated above, the City has staff with significant experience in public engagement and expects to significantly participate in the engagement process. Staff also has a complete GIS Division that can lead or partake in the mapping process for each of the Plans.

E. PROPOSAL REQUIREMENTS

Respondent shall submit one (1) complete original hard copy proposals and one (1) electronic copy in PDF format on USB Flash Drive of the entire proposal in a sealed package marked with the project name, " De Pere 2040 Comprehensive Plan Update and West Downtown Vision Plan" shall be marked on the front of the package. To be considered, proposals must be received no later than 4:00 PM, Central Time, March 5, 2021, and delivered to:

Daniel Lindstrom, Development Services Director
City of De Pere
335 S. Broadway
De Pere, WI 54115

Proposals received after the deadline will not be accepted. Faxed or emailed proposals will not be accepted. Postmarks before the deadline are not sufficient for acceptance. The City will not be responsible for any errors or omissions in the proposals or any delivery delays.

Proposals should include the following information, presented in a clear, comprehensive, and concise manner, to illustrate the project teams' capabilities and technical approach to the work. Each proposal must include the following information:

1. Title Page and/or Cover Letter. Show the proposal title, the name of the organization, address, telephone number(s), email address, name of the primary contact person, the date, and other relevant company information. Provide the name(s) of the person(s) authorized to make representations for your team, their title(s), address, email address, and telephone number(s). Include a list of and contact information for any proposed sub-consultants and the work they will perform.
2. Statement of Qualifications. Brief introduction of the Project Team organization. Summary of your understanding of the project and why your team is best suited to complete the scope of work.
3. Key Staff. Identify the designated project manager or primary contact and key supporting staff. Include resumes for each of the individuals and identify any sub-Consultants.
4. Scope and Approach. State the services your team is proposing to provide. Describe the process and timeline that would be utilized to complete the project.
5. Schedule. Illustrate the Scope and Approach including a breakdown of tasks, timeline, meetings, deliverables, and task responsibility.
6. Experience and Examples. Describe your team's experience in the required areas of expertise, and its ability to provide the needed services for the City. Include at least three examples in the last five years. List a minimum of three references related to similar work; references matching the three examples are preferred but not required.
7. Cost. Provide a fee computation broken down by the major tasks listed in Section 4 and for the project as a whole. Include the maximum fee not to be exceeded for the services to be rendered.

Failure to complete the above documentation may be grounds to declare an RFP non-responsive and the City may reject the statement of qualifications in whole or in part.

F. EVALUATION CRITERIA

Proposals will be evaluated based on the overall approach, team experience and qualifications, budget, organizational structure, methodology, schedule and fit with the City of De Pere. Proposals will be evaluated according to the following:

1. Project approach and scope. (20 points).

2. Qualifications of the project team and individual members. Particular attention will be given to the experience and the demonstrated ability of the project manager to complete all project tasks. (20 points).

3. Project Team experience and examples (20 points).

4. Understanding of required project work. (20 points).

5. Project cost. (15 points).

6. Quality of the proposal design. (5 points)

G. SELECTION PROCESS

The Project Team selection process will involve the following primary steps.

1. Proposal Review. The proposal review will be based on a comparative assessment and scoring of each document in accordance with the Evaluation Criteria. The City will then select one or more finalist Project Teams to advance in the selection process. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposing teams, or to allow corrections of errors or omissions. The City reserves the right to verify any information contained in proposals.

2. Interviews. The City will determine whether interviews are needed, or it may make a selection based on the proposals alone. If determined necessary by the City, the finalist teams will be requested to present their experience, proposed approaches, and personnel in an interview to members of the City's selection team and/or City Council. (Further interview instructions will be provided to the selected finalist team(s).) The City will then review the presentation(s) and select a team to advance in the process.

3. Steering Committee and Plan Commission Review. Based on the results of the selection process, the City's selection team will recommend to the Plan Commission and the Common Council for approval. The final contract must also be approved by the Common Council.

4. Award of Contract. The City will enter into negotiations with a team based on the City's selection team recommendations. Negotiations will be conducted beginning with the team ranked first. If a contract that is satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award will be made to that team. Otherwise, negotiations with the team ranked first will be formally terminated and negotiations conducted with the team ranked second, and so on until a contract can be negotiated at a fair and reasonable price. The City reserves the right to reject any and all proposals submitted.

H. BUDGET

The City has budgeted $80,000 for this project. This funding is considered sufficient to accomplish the defined scope with assistance from the City in engagement and mapping. Proposals should provide a work plan that best meets the above objectives and scope including all travel and incurred costs. The proposal should also illustrate additional items that could be out of budget but feel would be a benefit to the project.

I. MISCELLANEOUS AND GENERAL PROVISIONS

1. Non-Discrimination Statement: The City of De Pere does not discriminate on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.
2. Rejection of Proposals: The City reserves the right to reject any or all proposals, to divide responsibilities among one or more applicants or firms, to waive formalities, and to select the individual or firm which, in the City's sole judgment, can best perform the scope of services required.
3. Withdrawal of Proposals: the proposer upon submission of a written request may withdraw Proposals.
4. Ownership of all data, material, and documentation originated and prepared for the City pursuant to the RFP shall belong to the City and be subject to public inspection in accordance with the Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by the Project Team shall not be subject to public disclosure under (FOIA) unless otherwise required by law or a court.
5. The City is not liable for any costs incurred by any Project Team in connection with this RFP or any response by any Project Team to this RFP. The expenses incurred by a Project Team in the preparation, submission, and presentation of the proposal are the sole responsibility of the Project Team and may not be charged to the City, regardless of whether or not a Project Team's Proposal is ultimately selected by the City for completion of the work detailed in this RFP.
6. Each Project Team should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or specifications to be provided to the City under this RFP is subject to negotiations with the successful Project Team, and final approval of the City.
7. The Project Team shall maintain, during the life of the Agreement, public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages that may arise from the performance of work under the Agreement.

J. ANTICIPATED PROJECT SCHEDULE

RFP Distribution:	February 9, 2021
Questions Due*:	February 19, 2021
City Responses Due:	February 24, 2021
Submittal Deadline (4:00 p.m. CST)	March 5, 2021
City Review of Responses	March 8-12, 2021
Interviews (if necessary)	March 17 & 18, 2021

*Note only written questions are permitted.

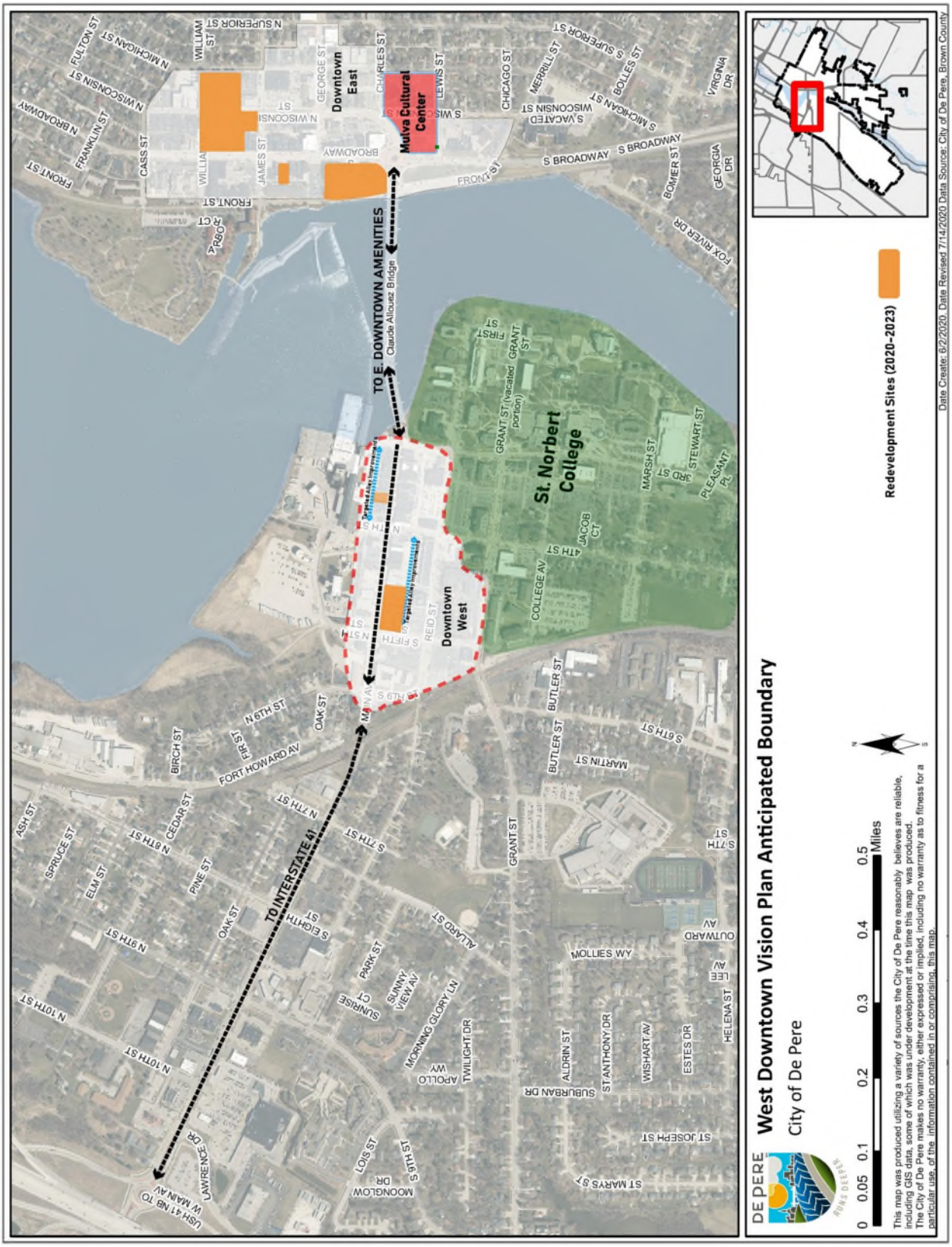
K. QUESTIONS:

All questions shall be submitted in written form to the contact information provided below. Answers will then be provided, via the City website, in written form as a part of an addendum to this RFP.

City of De Pere
ATTN: Daniel J Lindstrom
335 S. Broadway
De Pere, WI 54115
Email: dlindstrom@deperewi.gov

For additional context on the City of De Pere and the digital version of this RFP, please visit our website at www.deperewi.gov/rfp

L. APPENDIX: WEST DOWNTOWN VISION PLAN BOUNDARY





CITY OF DE PERE

2040 COMPREHENSIVE PLAN UPDATE & WEST DOWNTOWN VISION PLAN

SMITHGROUP

March 5, 2021

SMITHGROUP

44 E Mifflin Street
Suite 500
Madison, WI 53703

March 5, 2021

Re: 2040 Comprehensive Plan Update and West Downtown Vision Plan

DANIEL LINDSTROM

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

Dear Daniel,

Thank you for the opportunity to propose on the updates to the Comprehensive Plan and the Downtown Plan for the West Side. We are excited about the potential to build upon our work on the East Side for the Cultural District Plan. We look forward to the potential of working with you to ensure that a powerful citywide vision is fostered through clear leadership, stewardship, and partnerships. We recognize that continuing and enhancing De Pere's high quality of life must be focused on a vibrant downtown, attracting and retaining residents and visitors; creating high quality employment opportunities; and fostering education, entertainment, and recreation.

We offer a highly qualified and integrated team of urban planners, urban designers, and landscape architects with deep experience working in comparable cities, and specifically, with De Pere. We will be able to build upon our knowledge of the community and help explore a new vision for West Downtown. This vision will consider how new development integrates with public spaces and balances efficient vehicular movement with rich pedestrian experiences. This approach is at the core of our urban design practice. The West Downtown plan will blend seamlessly into an updated, streamlined Comprehensive Plan that highlights a renewed vision and implementation strategies that will be easy to use for city staff, officials, stakeholders, and residents.



SmithGroup can help the City of De Pere to achieve your goals with an approach that includes:

- **Local Knowledge and National Experience:** Our team is formed at the intersection of local knowledge and national experience, with a thorough understanding of the public realm and private needs. We are intimately familiar with De Pere and have a broad range of experience throughout the Upper Midwest and the US that we can bring to the City. We will use this knowledge to complement your staff's expertise and capabilities, in providing a valuable tool for the City.
- **Consensus Building:** Our collaborative approach is stakeholder-based, to bring together shared goals and craft a strategy around them to develop solutions that create a positive impact that reaches beyond a site. We are frequently called upon to balance the needs of multiple entities working toward common goals. Our graphic, writing, presentation, and facilitation skills ensure that opportunities for participation are productive, meaningful, and fun.
- **A Proven Process:** Providing well thought-out, exciting, and appropriate design solutions build enthusiasm for projects and leads to our work successfully transitioning from illustrated idea to built work. Our approach integrates your input and goals with implementation strategies that lead to meaningful development tools and responsive built projects. We can integrate goals into a useable long-term, implementable plan.

We understand decisions you make now will resonate with the community for decades. We are accustomed to the complexity of working in an existing urban community and seek out how that complexity can lend richness to a play. We will tap into our diverse resources to work with you and develop an effective and implementable vision for that enhances the vitality of De Pere.

Thank you for the opportunity to submit our proposal. If you have any questions or require additional information, please feel free to contact Tom Rogers.

Sincerely,

John Kretschman
Authorized Signer
608.327.4413
john.kretschman@smithgroup.com

Tom Rogers
Principal-in-Charge
608.327.4402
tom.rogers@smithgroup.com

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STATEMENT OF QUALIFICATIONS



ABOUT SMITHGROUP



DOWNTOWN MIDLAND STREETSCAPE

Founded by architect Sheldon Smith in 1853, our "born on" date might suggest that we're a traditional design and engineering firm, but we left old-fashioned mindsets at the curb decades ago. Today, SmithGroup is an award-winning, multi-national organization that employs research, data, advanced technologies and design thinking to help clients solve their greatest challenges.

Working across a network of 15 offices internationally, our team of 1,200 experts is committed to excellence in strategy, design and delivery—giving rise to new and innovative processes and methodologies that are redefining the way we work as teams.

Our specialists—from artists and engineers to workplace strategists and beyond—develop beautiful, sustainable, future-focused solutions for healthcare providers, science and technology organizations, higher education and cultural institutions, urban environments, diverse workplaces, mixed-use and waterfront developments, and parks and open spaces. Our integrated practice offers depth in all disciplines serving the built and natural environment, including architecture, engineering (coastal, civil, structural, mechanical, electrical and plumbing), landscape architecture, urban design and planning.

OUR VALUES



EQUITY

We believe in creating a design culture grounded in empathy, dignity, and excellence. We strive to minimize barriers in how we work and live to maximize our collective potential for success.



SUSTAINABILITY

We design to create a healthy and prosperous future for our clients and communities. As stewards of future generations, our work seems to balance the needs of thriving society, economy, and environment.



COMMUNITY

We are leaders where we live and work. We share our energy, our time, and our knowledge to advance our clients and professions.



PASSION

Our uniting passion for design excellence drives us to solve complex, meaningful problems for our clients.



CURIOSITY

Our eyes and minds are always open. We relentlessly explore, test, and learn in order to innovate and solve emerging challenges of our clients and our world.



INTEGRITY

Trust is the foundation of all great design solutions. The only way to serve our clients and one another is with bedrock integrity.

LINKING OUR VALUES AND YOURS

Since the adoption of the last comprehensive plan, the City of De Pere is faced with different trends that affect all their major systems: land use and housing, economy and businesses, transportation and mobility, and public services. This pressure is coinciding with a period of rapid demographic, technological, and sometimes uncertain change: aging baby boomers, millennials seeking different lifestyles, evolving transportation needs and technology, new forms of workplaces, affordability concerns, and a changing natural environment.

Consequently, how we respond to these changes and pressures is critical—as it relates directly to the health, equity, vibrancy, diversity, and integrity of the community—especially in light of the pandemic and the challenges it has exposed. Being able to make informed decisions about the future requires a thorough consideration of our values—both for guiding the planning process itself and for shaping effective recommendations.

While fully developing a shared set of community's values is an integral part of the planning process, there are important values to highlight, in addition to our SmithGroup values listed above, which will guide the process itself:

Transparency: A clear process that is open and understandable to all

Authenticity: Be true to the character and integrity of the De Pere community and its evolving heritage

We will build on the steering committee's direction to lead the community through a shared values framework to understand:

1. **Evaluate:** Where are we?
2. **Brainstorm:** Where do we want to be?
3. **Prioritize:** What's most important

We look forward to evaluating your existing plans and engaging the community in calibrating the goals for this plan update and crafting a consensus-based, implementable vision for the West Downtown.

PROJECT UNDERSTANDING

CONNECTING TO PREVIOUS PLANS

DePere's Comprehensive Plan and West Downtown Plan process is an opportunity to step back and appraise the current master plan in light of community values, changing demographic and economic conditions, and potential future conditions. Through this planning process, SmithGroup will work with the Steering Committee and City Staff to audit the existing plan to determine which elements of can be refined and streamlined into a comprehensive document that reflects a consensus direction and lays the foundation for any further zoning amendments, complementary regulations, and other policies that shape the operations and land use patterns of the city.

Through a thorough review and summary of the prior plans—as well as the integration of other reports and ongoing planning efforts (such as the current Wayfinding Plan and Zoning Code update)—we can lay the groundwork for a new unified planning document. We will work with staff to evaluate the previous plans' strengths and shortcomings and develop a concise new plan framework that improves cohesion, usefulness, and future adaptability.

A VISION FOR WEST DOWNTOWN

Having led the Cultural District planning process, our team is excited to build on the momentum from that plan.

West Downtown is well served by a collection of existing local businesses and restaurants. We feel the plan should leverage connections with St. Norbert, support local businesses, and enhance the vibrancy downtown by creating a sense of a district, enhancing pedestrian spaces and connectivity and promoting infill development and growth of local businesses.

PARTNERSHIP WITH STAFF

SmithGroup sees ourselves as an extension of your team—there to augment your capacity, bringing our lessons learned and innovations from recent related efforts, and guiding a process that works for staff and stakeholders. Our team finds value in working alongside capable city staff that understand your community and can provide expertise that we supplement and build upon. While at a larger scale than how we will work with you in DePere, this model worked very well for us in Las Vegas. We helped audit existing (long) plans, shape a process and plan framework, coordinate across city departments, and suggested a set of engagement exercises that staff helped deploy and own. We look forward to similarly tapping your team to create a collaborative communications strategy and input approach—tailored to what you do best and where we can augment that expertise.

For Las Vegas, that also extended to a collaboration with GIS staff—hosting StoryMaps input directly on the City of Las Vegas's ArcGIS Online account where we also shared existing data and analyses internally throughout the process. We look forward to collaborating with your team to build on what maps you have and suggest output for the plans that can communicate the richness of your data story. During our current virtual environment, we have several sets of GIS Online Hub sites live – some hosted by the community and some hosted by us – so we're confident for seamless integration between the mapping and input between our team and yours.

We are excited to work with you to elevate your local knowledge to build ownership in the recommendations so staff and stakeholders can champion implementation.

PEOPLE-CENTERED ENGAGEMENT

The planning process best serves the community when it empowers citizens to become part of the decision-making process. The public participation process will be an important opportunity to develop long-range goals for the City of DePere that brings together the input and information from the community neighbors, businesses, institutions, and civic leaders.

As our cities grapple with the immediate and ongoing effects of COVID-19, SmithGroup continues to develop resilient and flexible methods that engage residents in meaningful conversation beyond this current crisis. We rapidly deploy next-generation remote collaboration tools and processes, while leveraging some of the fundamentals that make robust engagement great.

Successful engagement acknowledges the needs and capacities for each group to be involved in the process. Public engagement methods—especially for a significant long-term land use plan—must be thorough, enticing, sustained, and self-reflecting in order to be truly effective. We will always ask, "whose voice is missing?" to avoid bias in the engagement efforts and making sure everyone is heard. As a starting point, it will be important that we reach the following:

- City Residents: To understand issues around affordability, livability, and mobility affecting all users of the greater DePere community
- Employees and Business Owners: To understand the needs of businesses, institutions and employees and how land use policies affect economic activity
- Students and Seniors: To understand the challenges of aging in place as well as living in De Pere as a youth, college student or recent graduate
- Diverse Cultural Identities: To understand specific challenges that affect peoples' quality of life as well as opportunities for growth and strengthening diversity and inclusion
- All Ages, Even Young Kids: To ensure the next generation of residents and community leaders begin to have a voice in their future
- Organizations and Community Leaders: To identify and support those who have a role in supporting, advocating, and championing positive outcomes

Our team will work with city staff to develop a Public Participation Plan, which will be a critical mechanism for ensuring that key stakeholders and the general public have ample opportunity to provide their opinion about each plan.



BUFFALO CENTRAL TERMINAL SITE AND NEIGHBORHOOD PLANNING
PHOTO CREDIT: GET FOKUS'D PRODUCTIONS

WHY SMITHGROUP?

WE WANT TO WORK WITH YOU!



PETOSKEY EAST MITCHELL STREET RECONSTRUCTION

COMMUNITY & CITY PLANNING

Our work is client-focused and based on a building an understanding and deep appreciation for community context. We analyze existing conditions and rapidly iterate future opportunities, including physical form and relationship of buildings, streets and open spaces in the context of historical patterns, existing situations and future needs. We improve campuses and cities through design guidelines, development projects and refined details that strengthen and identify values and a unique sense of place. We capitalize on the economic value of existing infrastructure including government, institutional, cultural and natural assets. Our approach results in plans and projects that promote activity and enjoyment, support business development, and achieve exciting and livable environments.



VILLAGE OF LISLE STREETSCAPE

PUBLIC REALM & PLACEMAKING

Our team is dedicated to creating great places, streets and waterfronts, and vibrant, sustainable cities. We know the key elements of creating active, people-focused places, and how to employ them in each part of a city. Our firm has designed signature public places for over 60 years, and we continue to be a leader in place creation for the public realm. We are leaders in the design of mobility systems that reflect and sustain land use, social activity, community events, pedestrian and non-motorized movement, outdoor dining and shopping, and community identity.


DOWNTOWN MIDLAND STREETSCAPE

MIXED-USE & REDEVELOPMENT

Our team provides our clients with an adaptive framework to navigate the complex challenges and transformative opportunities facing development projects, from predevelopment strategy, to initial concept and implementation. We work with private, public, and non-profit clients to guide the creation of mixed-use environments that meet emerging expectations and critical needs. We collaboratively define near and long-term strategies to realize successful developments while sustaining our clients' core missions and achieving their overall goals.


MICHIGAN TECH CAMPUS PLAN

TOWN/GOWN PLANNING

SmithGroup excels in planning at the intersection of communities and colleges. Having a college located within a city provides unique opportunities to create spaces where both the town and gown converge to exchange ideas. Engaging in public/private partnerships can provide civic and economic development benefits for the neighborhood, city, and campus when pursued with an equitable outreach strategy that includes university staff and students, neighborhood and civic networks, as well as community-based organizations.


SMITHGROUP COLLABORATION

CONNECTING ASPIRATION & OPPORTUNITY

Urban development projects depend on collaborative networks for success: forging local partnerships and building community coalitions, drawing on multiple funding sources, and securing agency support and regulatory approvals, to name just a few. SmithGroup teams help navigate this collaborative process with a strong sense of civic responsibility and stewardship. We listen first: gathering information and perspective from a diverse array of stakeholders. Then we work to help shape a shared vision for future priorities and outcomes, building a broad coalition of support. The result is planning and design that authentically reflects your community, and that connects your aspirations and assets with genuine opportunities.


PROGRESS CENTER FOR BLACK WOMEN CHARRETTE

EQUITY MATTERS

SmithGroup's urban design and planning practice is built on the philosophy that equitable public engagement has the power to more inclusively shape the design of our communities. We believe in engaging the broadest range of perspectives and values to build a shared understanding of the forces that shape our communities. Over the years, our teams have done this in ways that meet people where they are and use multiple methods and tools to break down barriers.

AREAS OF EXPERTISE

LAND USE

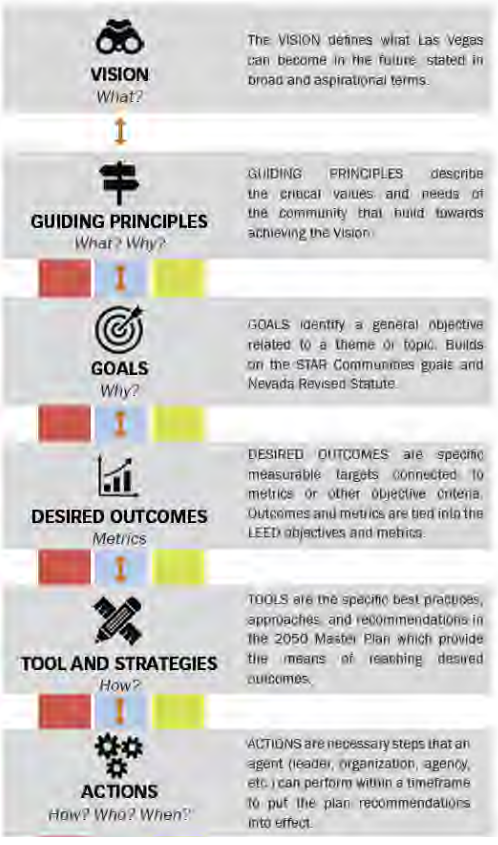
The forms and functions of different types of buildings and land uses are increasingly interweaving—from live/work units and maker-spaces to industrial-arts districts and mixed-density neighborhoods—with a renewed placemaking focus on how development shapes the public realm. We specialize in preparing context-specific series of Land Use Place Types that articulate combinations of density, neighborhood/district type, and building form/function that translate to desired place types throughout the city. These will provide the building blocks for assembling a future land use plan that can translate to zoning amendments and redevelopment strategies that tie land use recommendations to transportation, infrastructure, open space and agricultural preservation.

SPATIAL ANALYTICS (GIS)

Our team includes national experts at GIS analysis. Our methods go far beyond merely mapping and overlaying different sets of data to instead answering deep inquiry questions and scenarios. For this planning process, understanding De Pere's unique land use patterns, demographics, natural and built infrastructure systems, and economic underpinnings are essential. We will collaborate with city staff to develop a map atlas and analysis package that will communicate to stakeholders and the broader public about essential findings and opportunities. We will leverage online, interactive mapping platforms (ArcGIS Online and Urban Footprint) to both share information and solicit feedback.



DESIGN LANSING PLACE TYPES



LAS VEGAS MASTER PLAN FRAMEWORK BUILT ON MEASURABLE OUTCOMES AND GUIDING PRINCIPLES

NEW RESIDENTIAL	
Number of floors	2 - 3
Total units	80

NEW COMMERCIAL	
Number of floors	1
Floor height (ft)	16'
Floor area (sf)	14,400

NEW PARKING	
Parking spaces required	None
Parking spaces provided	36



USEFUL PLANS

We have an extensive history of creating and streamlining comprehensive and subarea plans for communities across the country. As implementors and trainers on best practices in comprehensive plans, we are experts at making plans accessible and concise - we will excise existing conditions to an appendix and keep the plan body focused on what counts – vision, goals, strategies, and actions.

TRANSPORTATION & MOBILITY

Mobility forges the connections that are essential for growth, economic prosperity, and neighborhood vitality. We focus on integrated systems rather than individual modes of travel, balancing the needs of pedestrians, motorists, bicyclists, and transit users, and providing flexibility to adapt to future demands and needs. We believe that connecting people to their community assets is the key to urban revitalization and sustainability.

ECONOMIC DEVELOPMENT AND REDEVELOPMENT

Our team integrates market-based redevelopment strategies into all of our comprehensive plans. We identify opportunities and build site-specific visions for housing, commercial, and mixed-use. Using ESRI Community and Business Analyst data, we will focus on a market snapshot, with a particular emphasis on future housing and employment drivers. As the office and retail market remain uncertain during the pandemic, we will frame our commercial recommendations to emphasize flexibility to respond to evolving market forces and expected future mixed-use demand.

IMPLEMENTATION-FOCUSED PLANNING

As a multi-disciplinary firm, we do everything from long-range planning to zoning ordinance amendments to detailing construction drawings. Understanding the challenges that come after the plan informs our designs, starting at the creative idea generation phase and leads to informed implementation phases to optimize time and budget to bring the Plan to life.

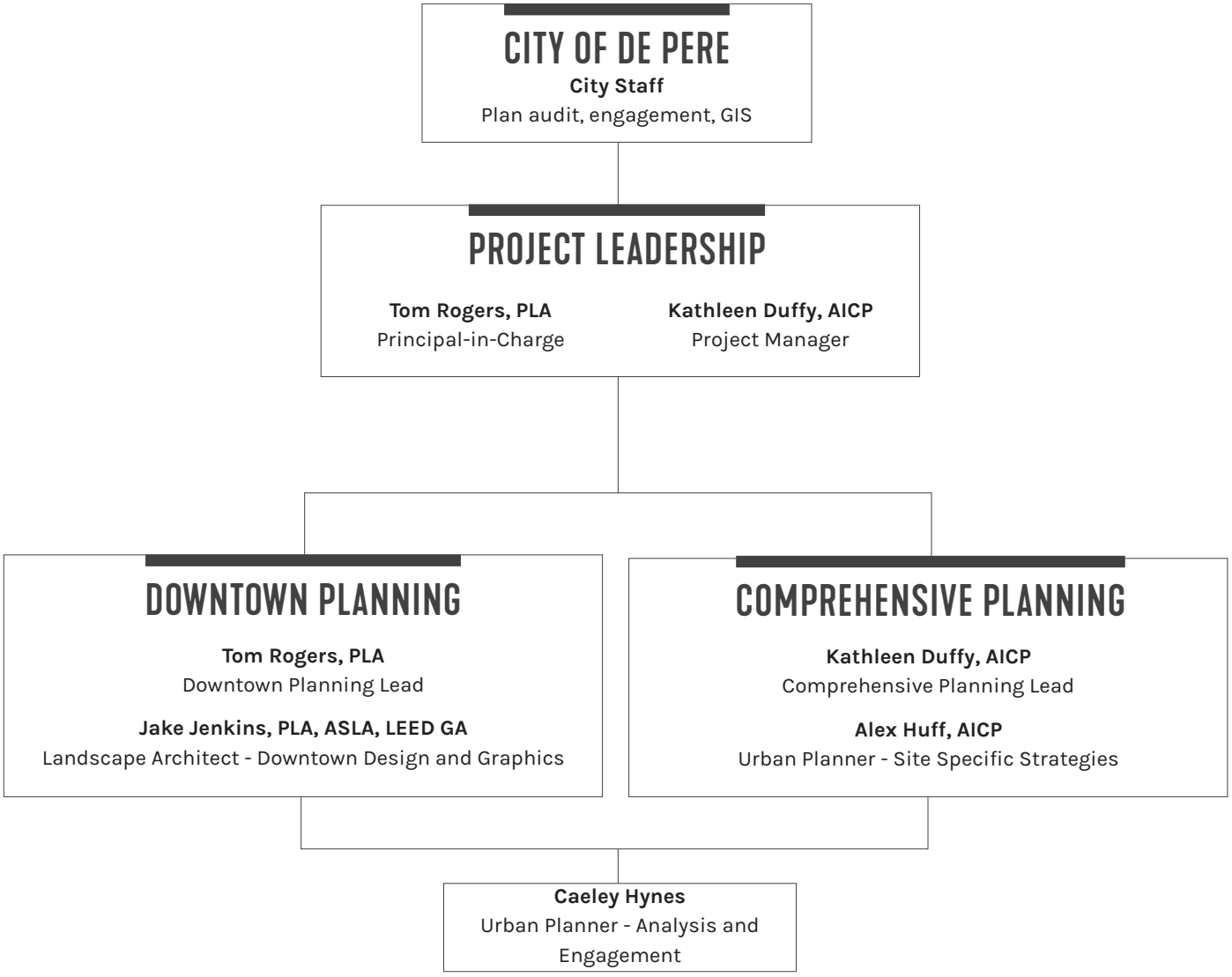
SECTION 2

KEY STAFF



OUR TEAM

While our team will focus on either the West Downtown Plan or Comprehensive Plan edits, we will collaborate as an integrated team throughout to ensure both plans build on each team member's strengths. By undertaking both plans simultaneously, we will gain efficiencies in our analysis and engagement opportunities.



PRINCIPAL-IN-CHARGE & DOWNTOWN PLANNING LEAD

TOM ROGERS
PLA



Tom Rogers is a landscape architect and serves as lead designer in the Madison office of SmithGroup. Tom's expertise lies in creating distinct and memorable spaces for people. His experience includes a broad cross section of project types from small urban areas to community and neighborhood redevelopment. He is adept at working with multiple disciplines and stakeholders to develop beautiful and sustainable solutions that embrace the values of a community to create powerful opportunities for positive growth.

- De Pere Cultural District Master Plan, De Pere, Wisconsin
- Madison Yards at Hill Farms, Madison, Wisconsin
- East Moline Downtown Streetscape & Riverfront Master Plan Vision, East Moline, Illinois
- Burlington Downtown and Riverfront Planning, Burlington, Iowa
- Two Rivers Riverfront, Two Rivers, Wisconsin
- Euclid Waterfront Plan, Euclid, Ohio
- East Wauwatosa Entertainment District, Wauwatosa, Wisconsin
- Uptown Crossing Charrette, Milwaukee, Wisconsin
- University Research Park 2 Planning, Madison, Wisconsin
- Green Bay Botanical Garden Master Plan, Green Bay, Wisconsin
- Villard Avenue Streetscape Charrette, Milwaukee, Wisconsin
- 13th Street Corridor Planning, Milwaukee, Wisconsin

EDUCATION
Bachelor of Science in Landscape Architecture, University of Wisconsin, 2001

REGISTRATIONS
Landscape Architect:
Colorado
Iowa
Wisconsin

PROJECT MANAGER & COMPREHENSIVE PLANNING LEAD

KATHLEEN DUFFY
AICP



Kathleen Duffy specializes in urban design and planning. She has a wide variety of planning and zoning experience ranging from small villages to capital cities, from rural townships to urban centers. She is an expert on land use, character and placemaking projects and excels in redevelopment and economic development strategies for corridors, downtowns, and districts linking land use to transportation. Her creative problem solving, unique design skills and big picture thinking allow her to effectively and efficiently implement public engagement strategies that are inclusive and ultimately results in an implementable plan.

- Kenosha Innovation District, Kenosha, Wisconsin
- Oshkosh Lakeshore Park Master Plan, Oshkosh, Wisconsin
- Michigan Economic Development Corporation Redevelopment Ready Communities Program, Various Locations, Michigan
- Las Vegas Master Plan, Las Vegas, Nevada
- Southtown Corridor Improvement District Plan, Grand Rapids, Michigan
- Comprehensive Plan and Form-Based Code, Lansing, Michigan
- Comprehensive Plan and Zoning Ordinance, Wyandotte, Michigan
- Village of Lexington Master Plan, Lexington, Michigan
- Mahomet Downtown Plan and Form-Based Code, Mahomet, Illinois
- Clear Lake Subarea Plan, La Porte, Indiana
- Downtown Vision Plan, Muskegon Heights, Michigan
- Euclid-Green Corridor Plan, Cleveland, Ohio
- Zoning Ordinance + Form-Based Code, Ironwood, Michigan
- West Downtown Form-Based Code and Design Guidelines, Dearborn, Michigan
- Master Plan Update, Menominee, Michigan
- Shelby Township Town Center and Comprehensive Plan, Shelby Township, Michigan*

* Experience Prior to SmithGroup

EDUCATION
Master of Urban and Regional Planning,
University of Illinois, 2008

Bachelor of Science in Architecture with a Minor in Art History,
University of Michigan, 2006

Urban Land Institute Larson Center for Leadership, Class of 2014

REGISTRATIONS
American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS
American Planning Association

Urban Land Institute

Form-Based Code Institute

National Charrette Institute

LANDSCAPE ARCHITECT

JAKE JENKINS

PLA, ASLA, LEED GA



Jake Jenkins has a wide range of professional experience working both domestically and internationally on projects ranging from greenways, waterfronts, and campuses to complex spatial studies and ecological analysis. Jake's design approach focuses on a technical exploration of site and context, unearthing parameters to develop design, and investigating innovative techniques for project delivery. His work is focused on data driven landscape design using computational techniques to develop adaptive and responsive designs. He is a team captain in the computational design practice at SmithGroup, leading efforts for integration of parametric modeling and visualization of big data into our practice.

- De Pere Cultural District Master Plan, De Pere, Wisconsin
- Clear Lake Sub Area Plan, La Porte, Indiana
- Oshkosh Lakeshore Park Master Plan, Oshkosh, Wisconsin
- Lakefront Public Access Plan, Cuyahoga County, Ohio
- Burlington Downtown and Riverfront Planning, Burlington, Iowa
- Two Rivers Riverfront, Two Rivers, Wisconsin
- Kercheval Streetscapes, Detroit, Michigan
- MDOT M-5 Streetscape Rehabilitation, Detroit, Michigan
- Villard Avenue Streetscape Charrette, Milwaukee, Wisconsin
- Cahoon Park, Bay Village, Ohio
- Toledo East Riverfront Glass City Metropark, Toledo, Ohio
- 13th Street Corridor Planning, Milwaukee, Wisconsin

EDUCATION

Bachelors of Science in Community and Regional Planning with a Minor in Sociology, Iowa State University, 2010

Masters of Landscape Architecture, with Honors, Kansas State University, 2013

REGISTRATIONS

Landscape Architect: Wisconsin

LEED Green Associate

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects

URBAN PLANNER

ALEX HUFF
AICP



Alex Huff specializes in planning and urban design. Her expertise includes comprehensive planning, strategic planning, corridor planning, redevelopment, downtown development, historic preservation, and zoning/ form-based codes. She has a wealth of experience and education regarding community planning, design and architecture, and historic preservation. Her implementation-driven work style and passion for her work allow her to develop strategies processes that directly translate to high quality deliverables.

- MEDC Redevelopment Ready Communities Technical Assistance, Various Locations, Michigan
- Southtown Corridor Improvement District Plan, Grand Rapids, Michigan
- Affordable Housing Public Engagement and Vision, Ann Arbor, Michigan
- Las Vegas Master Plan, Las Vegas, Nevada
- East Carolina University Campus Plan, Greenville, North Carolina
- Predevelopment Site Visions, Jackson, Mt. Pleasant, Muskegon, Big Rapids, Michigan
- Hackley Campus Redevelopment Plan, Muskegon, Michigan
- Village of Grass Lake Master Plan, Grass Lake, Michigan
- Michigan Tech Campus Plan, Houghton, Michigan
- Toledo Riverwalk Commercial Corridor Strategy, Toledo, Ohio
- Troy Master Plan, Troy, Michigan*
- Howell Master Plan, Howell, Michigan*
- Centerline Capital Improvement Plan, Centerline, Michigan*
- Independence Township Master Plan, Independence Township, Michigan*
- Southfield SmartZone Action Plan, Southfield, Michigan*
- Springfield Township Design Guidelines, Springfield Township, Michigan*

* Experience Prior to SmithGroup

EDUCATION
Master of Urban Planning, University of Michigan, 2014

5-21 Special Education Generalist, University of Colorado Denver, 2011

Bachelor of Science in Architecture, University of Michigan, 2010

REGISTRATIONS
American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS
American Planning Association

Michigan Historic Preservation Network

URBAN PLANNER

CAELEY HYNES



Caeley Hynes specializes in urban design and planning and is a passionate planner who effectively communicates with various stakeholders and coordinates the production and analysis of diverse ranges of data. Her work on several recent master planning and zoning projects gives Caeley a range of project experience to draw from, and her passion for her work allow her to produce high-quality deliverables.

- MEDC Redevelopment Ready Communities Technical Assistance, Various Locations, Michigan
- Ann Arbor Affordable Housing Public Engagement, Ann Arbor, Michigan
- Big Rapids Downtown Zoning Code, Big Rapids, Michigan
- Village of Lexington, Master Plan Update, Lexington, Michigan
- Las Vegas Master Plan, Las Vegas,Michigan
- Romulus Ongoing Planning Services, Romulus, Michigan
- Downtown Plan, Marquette, Michigan
- Connecting the Rouge Regional Trail Plan, Wayne County, Michigan
- Euclid-Green Corridor Plan, Cleveland, Ohio
- Downtown + Residential Form-Based Code, Big Rapids, Michigan
- Downtown Design Guidelines, Dearborn, Michigan
- Zoning Ordinance Update, Wyandotte, Michigan
- Downtown Vision Plan, Muskegon Heights, Michigan
- Downtown Plan and Design Guidelines, Mahomet, Illinois
- Downtown Phoenix Partnership Curb Study, Phoenix, Arizona

EDUCATION

Bachelor of Art in Urban & Regional Planning, University of Illinois Champaign-Urbana

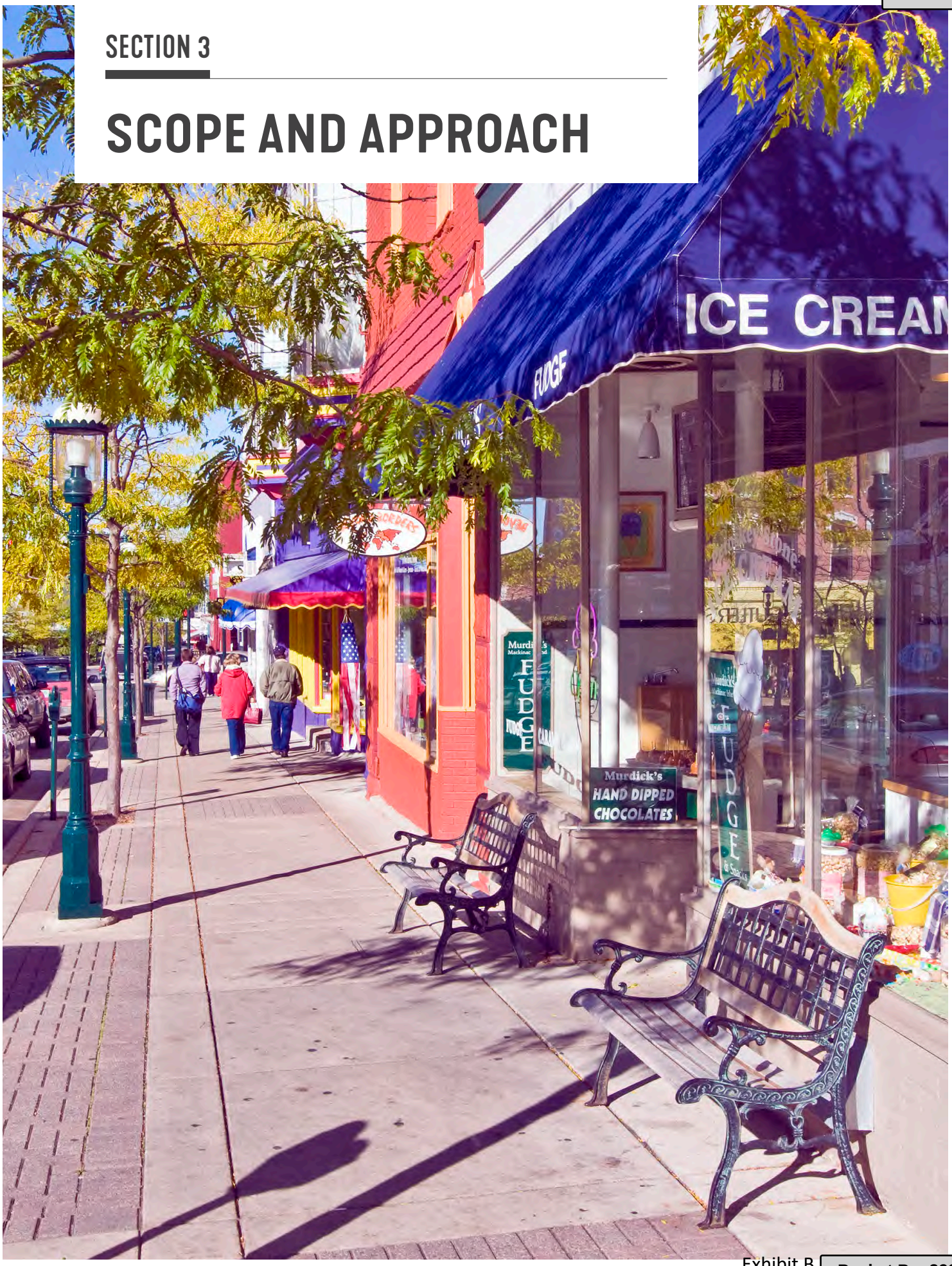
REGISTRATIONS

Michigan Association of Planning (MAP)

Illinois Association of Planning (APA-IL)

SECTION 3

SCOPE AND APPROACH



APPROACH

COLLABORATIVE STRUCTURE & ROLES

Project outcomes are most successful and supportive when stakeholders and collaboration fuel the process—where all parties can roll up their sleeves and work through ideas and solutions together. While land use planning is complex and technical—it is imperative that the community has ownership over the ideas and their outcomes.

Our present reality has granted us the opportunity to elevate our equitable approach to engagement. No longer dependent on a select few who regularly attend public meetings, we strive to provide live and on-demand virtual options for people to participate as often as they can throughout the process.

For this project, we propose to deploy remote virtual collaboration tools and processes for transparent engagement and decision-making that are sound, defensible, and inclusive. The goal will be to break down the digital divide and make sure everyone is heard while maintaining the fundamentals that make engagement successful. Coupling our virtual web portal exercises with paper DIY Workshop kits worked well prior to the pandemic to bridge the digital divide and we have found an increase in participation from traditional open houses and workshops.

For the De Pere 2040 Comprehensive Plan Update and West Downtown Vision, the following groups are identified and referenced in this work plan:

- **Consultant Team:** SmithGroup will be primarily responsible for developing graphic and written materials throughout the process, data collection and analysis, meeting facilitation and summaries, drafting plans and recommendations.
- **City Staff:** We feel that project outcomes are best when we work closely and collaboratively in partnership with key staff. We anticipate that city staff will play a key role in the following:
  - Regular planning team coordination calls
  - Identification and coordination of stakeholders
  - Assisting with meeting logistics (finding spaces, invites, contacting groups, etc.)
  - Preparing communications, notices, and gathering/entering DIY paper kits
  - Leading breakout rooms' exercises (and additional focus groups not identified in the scope, if warranted)
  - Assist in gather applicable city data, plans, and resources for the Consultant Team
  - Collaborate with SmithGroup on GIS mapping and Hub site crafting
  - Timely review of deliverables and providing comments back to the Consultant Team
- **Steering Committee:** An inclusive and motivated steering committee is important for guiding the direction of the plan. The Steering Committee you have identified includes a broad range of stakeholders from De Pere and represents key constituencies and expertise. They will play a crucial role in vetting strategies and ideas, reviewing materials, informing processes decisions, and advocating on behalf of the process. We anticipate seven steering committee meetings over the course of the project.

  Additionally, we suggest that the steering committee be further organized into smaller **working groups** aligned with the key comprehensive plan topics. Meetings or engagement efforts can be structured around these working groups depending on the depth of conversation needed.



- **West Downtown Focus Groups:** This subset working group of the Steering Committee provides key leadership and direction for the West Downtown subarea plan. We propose exploding the two- to three-day charrette to align efforts with the comprehensive plan input and engage the focus group safely. They will be engaged four strategic times: in Phase 1 during the kickoff/tour and a follow up virtual online brainstorming meeting utilizing online whiteboard tool Mural; vetting alternatives during our Phase 2 in-person visit; and reviewing draft documents in Phase 3.
- **In-Person Visits:** This past year has proven we can be effective at engaging virtually, but we realize nothing compares to engaging in person. We are hopeful to schedule one in-person set of meetings per phase and can flexibly adapt for those unable to join us. We anticipate these workshop days to be focused engagement sessions that combine on-site, distanced tours, structured break out activities, distanced collaboration, and reporting out. They provide opportunities for stakeholders to sit down one-on-one with the planning team to talk through specific challenges or opportunities and build towards consensus. Phase 1's workshop visit will include a tour, steering committee, and downtown focus group session, Phase 2 will combine downtown charrette breakouts and public input on both plans, and Phase 3 will be adoption meetings at the Plan Commission and Common Council.
- **Public:** We feel—and our experiences have demonstrated—that the most successful engagement happens when you ***go to where the people are***. We look forward to using city staff and the steering committee to help get out the word for our limited in-person contactless input sessions by tapping existing networks. We suggest reaching out to neighborhood, resident, and business associations by attending their regularly scheduled meetings and sharing links and DIY packets.
- **Pop-up Boards and DIY Survey Kits:** These kits will connect with people in the spaces they use, from parks to shopping centers to carry-out restaurants to book clubs and after-school pickups.
- **Online Portal:** We will provide substantial opportunities for virtual engagement, recognizing most participants will feel most comfortable with us meeting with them through a screen at home. Web-based surveys and mapping applications via an ArcGIS Online Hub site will be utilized to provide interactive mapping, polling, and information about the planning process and the current status of ideas, alternatives, and recommendations.

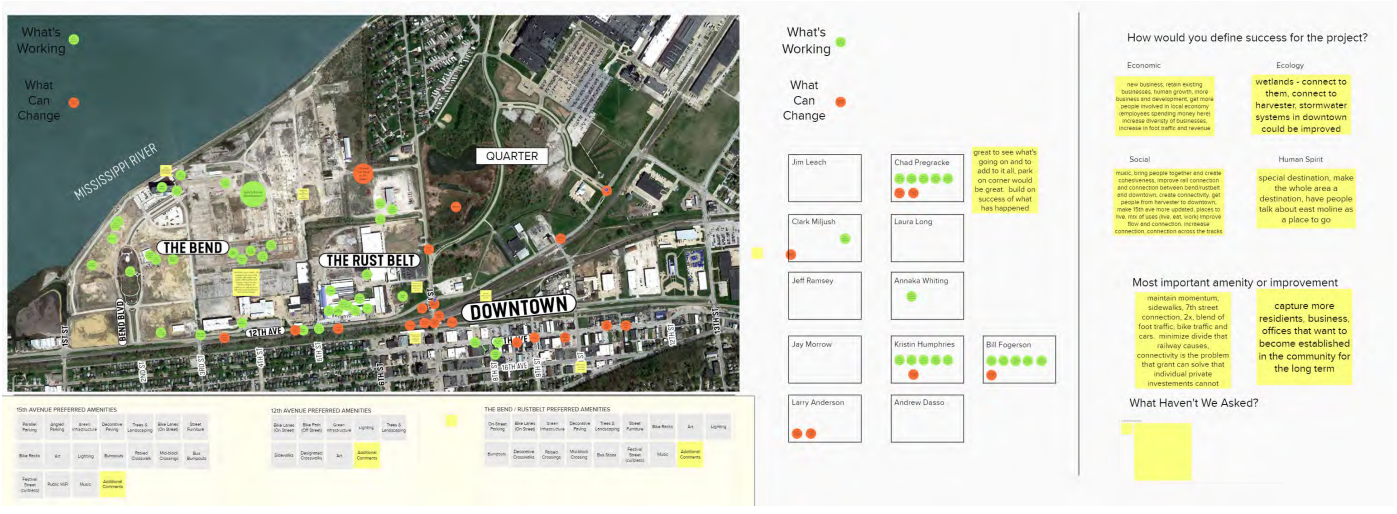
COMMUNICATION & EDUCATION PROGRAM

In order to have a clear and productive planning process, it is vital that the community is informed about the process and how they will be engaged. We will implement an education and communication program that ***gives the community the tools and knowledge to provide constructive input.*** Specific activities include:

- **Plan overview primer** that provides a plan overview and opportunities for engagement from the Public Participation Plan.
- Build an **online project portal** and information hub (Hub site) that provides a central source of information and frequent updates about the project. This can be built in a manner such that it is used throughout the process and can be utilized afterwards as a way of tracking implementation.
- Implement an **ongoing communication program** using print, signage, social media, radio, and other news outlets to reach the broadest spectrum of the population. We can assist with developing and distributing press releases.
- Establish an **identity and brand** for the planning effort itself to make it immediately recognizable and distinct across the community.







EAST MOLINE PUBLIC INPUT MURAL BOARD

DESIGN PROCESS

SMITHGROUP'S DESIGN PROCESS IS THE CREATIVE ARC OF INTEGRATED DESIGN.

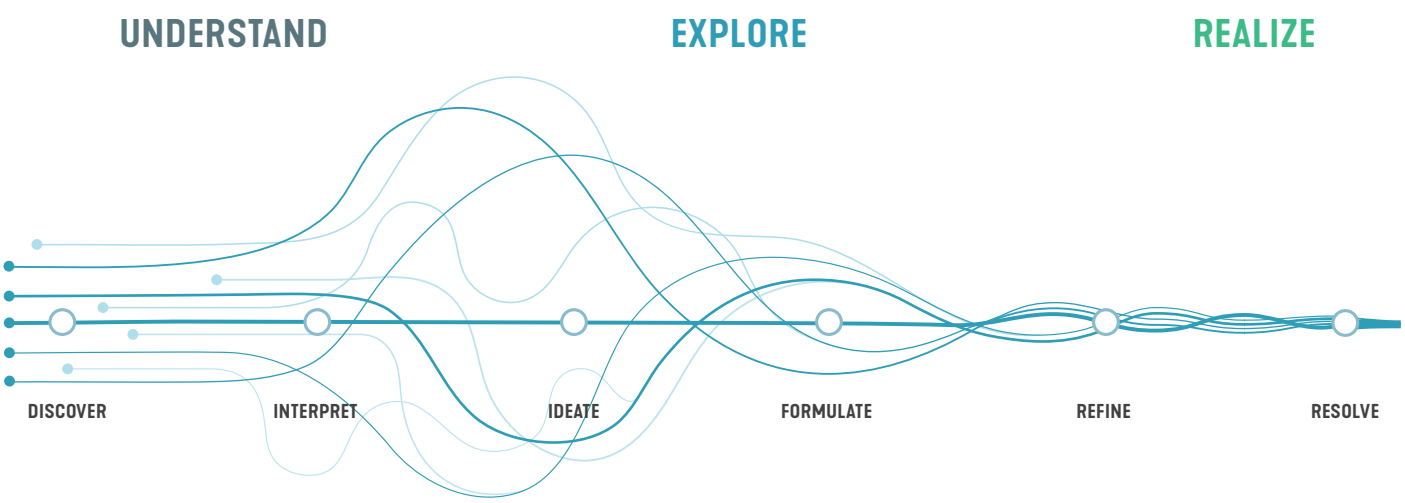
This arc engages the essential threads of each design opportunity—its unique drivers, diverse points of view, and collaborative disciplines. We apply a tenacious creativity taking three active roles from start to finish:

UNDERSTAND discovers and interprets relevant project knowledge to expand potential.

EXPLORE engages that potential—with multiple ideas and forms—then narrows the focus to decide on a direction.

REALIZE refines and resolves that direction to fulfill potential.

The City of DePere is the core of the process. To build a collaborative relationship with a long view, each client must know that we "get" them—and their stakeholders, aspirations, and challenges.



SCOPE

PHASE 1: UNDERSTAND

INTENT

The Understanding phase provides a solid foundation to build consensus around a set of community values and goals across the city and stakeholder groups. For both the Comprehensive Plan and West Downtown Plan, we will review past plans, gain understanding into key opportunities and challenges, and introduce the project to each stakeholder group. At the conclusion of this phase's input, we will draft a vision and goals, which will be translated into measurable objectives to be used in making decisions.

KEY COMPREHENSIVE PLAN TASKS

SmithGroup will review and mark up the existing comprehensive plan and create a proposed blueprint for edits. We will work with City Staff and the Steering Committee through a keep/toss/expand exercise for each section of the existing plan across two virtual meetings, evaluating what has been completed, what are still priorities, and what latest planning best practices should be included. The results of the audit/triage will be shared during the launch of the project website and exercises will focus on confirming the vision and goals.

KEY WEST DOWNTOWN TASKS

Our typical "Charrette Day 1" tasks will occur during this phase: a physically distanced walking/caravan driving tour of West Downtown (and key sites elsewhere in the city pertinent to Comp Plan revisions); and a follow up Focus Group virtual meeting to outline key opportunities and challenges and preliminary goals that will be used for garnering input during Public Meeting #1.

●CITY STAFF SUPPORT:

- Coordinate tour logistics
- Provide consultant team with existing plans/studies
- Share GIS data and coordinate on online map delivery/Hub website
- Review/endorse PPP, draft website, and input activities
- Meeting notices, social media posts, and email blasts

★KEY CONSULTANT DELIVERABLES:

- Public Participation Plan (roadmap)
- Map atlas
- Comp Plan audit
- ArcGIS Hub Website + input activities
- Meeting agendas, materials, summaries

PHASE 1: UNDERSTAND TASKS, ROLES, AND SCHEDULE			Month 1	Month 2	Month 3	Month 4
	1.1	Kick off call with staff	●			
	1.2	SC #1 /Dtown Focus Group + tour	▲◆			
	1.3	Background research	● →	→ ★		
	1.4	Public Participation Plan (roadmap)	● →	→ ★		
	1.5	Base map atlas	● →	→ ★		
	1.6	Build Hub website	→	→	→	★
	1.7	Comp Plan audit	→	→		
	1.8	SC #2 & #3 CP Audit Triage Calls		▲	▲	
	1.9	West Dtown City Staff Call		●		
	1.10	West Dtown Virtual Focus Group			◆	
	1.11	Engagement questions/noticing		→	→	●
	1.12	Public Mtg #1: Virtual Hub Launch				■

● City staff
▲ Steering Committee
◆ Downtown Focus Group
■ Public Meeting
★ Consultant Deliverable

PHASE 2: EXPLORE

INTENT

The Exploration phase is about digging deeply into different plan alternatives and options with the community and stakeholders. This phase will be an interactive process of evaluating and refining different alternatives for each plan through a series of consensus-building exercises.

KEY COMPEHENSIVE PLAN TASKS

Plan revisions based on the feedback from Phase 1 will be drafted for review with City Staff and the Steering Committee at a series of three virtual meetings. During the drafting of the plan, we will identify key questions or concepts for consideration. evaluation, and/or prioritization by the public during Public Meeting #2.

KEY WEST DOWNTOWN TASKS

Based on input from Phase 1, SmithGroup will prepare a set of design, land use, and economic analyses and preliminary ideas for West Downtown. "Day 2"of the Charrette will start with a focus group where stakeholders will provide input on different public and private realm alternatives for key opportunities and catalytic projects in the West Downtown. SmithGroup's design team will craft concepts and alternatives that will be presented to the public for input during an evening Public Meeting #2. We will broadcast live or record the presentation and upload meeting materials/ draft concepts onto the project website for continued input following the in person meeting for those unable to attend in person.

● CITY STAFF SUPPORT:

- Reviewing draft comp plan revisions
- Coordinating logistics for West Downtown Workshop + Public Mtg #2
- Meeting notices, social media posts, and email blasts

★ KEY CONSULTANT DELIVERABLES:

- Comp Plan draft chapters
- West Downtown assessment/ analyses + meeting materials
- ArcGIS Hub Website + input activities
- West Downtown publc + private realm alternative concepts
- Website draft review/ survey
- Meeting agendas, materials, summaries

PHASE 2: EXPLORE TASKS, ROLES, AND SCHEDULE			Month 5	Month 6	Month 7
	2.1	Comp Plan drafting	★	★	★
	2.2	SC # 4,5,6 on Comp Plan Drafts	▲	▲	▲
	2.3	West Dtown physical assessment		★	
	2.4	West Dtown base mapping		★	
	2.5	West Dtown precedents/design ideas		★	
	2.6	Dtown economic baseline analysis		★	
	2.7	West Dtown Stakeholder Focus Group		◆	
	2.8	West Dtown Public/Private Realm alternatives/design ideas		★	
	2.9	Joint draft concept/alts Public Mtg #2		■	
	2.10	Online draft review/survey		★	★

● City staff
▲ Steering Committee
◆ Downtown Focus Group
■ Public Meeting
★ Consultant Deliverable

PHASE 3: REALIZE

INTENT

The Realization phase takes the preferred plan direction and breaks it down into actionable tasks in the short-term to see the plan implemented. This includes assembly of the final report documents and any supplemental documentation. This phase also includes ushering the plan through formal approval processes. Upon completion of draft documents, we will upload drafts to the project website for review and comment followed by adoption meetings at the Plan Commission and Common Council.

KEY COMPEHENSIVE PLAN TASKS

One set of revisions will be completed to reflect the input gained during Phase 2. This phase will include coordination with the implementation strategy for the West Downtown Plan and Cultural District Plan.

KEY WEST DOWNTOWN TASKS

Following the charrette workshop day, we will refine the draft public and private realm alternatives into refined strategies for different zones throughout West Downtown. The subarea vision strategies will be accompanied by a summary of the physical and economic analysis and public input. We will provide a high-level set of development costs for the preferred scenario based on information provided by the City. Implementation strategies will be complimentary to the Cultural District Plan and revised Comprehensive Plan for a seamless set of action steps.

CITY STAFF SUPPORT:

- Review draft plan revisions
- Meeting notices, social media posts, and email blasts
- Lead plan adoption process

★KEY CONSULTANT DELIVERABLES:

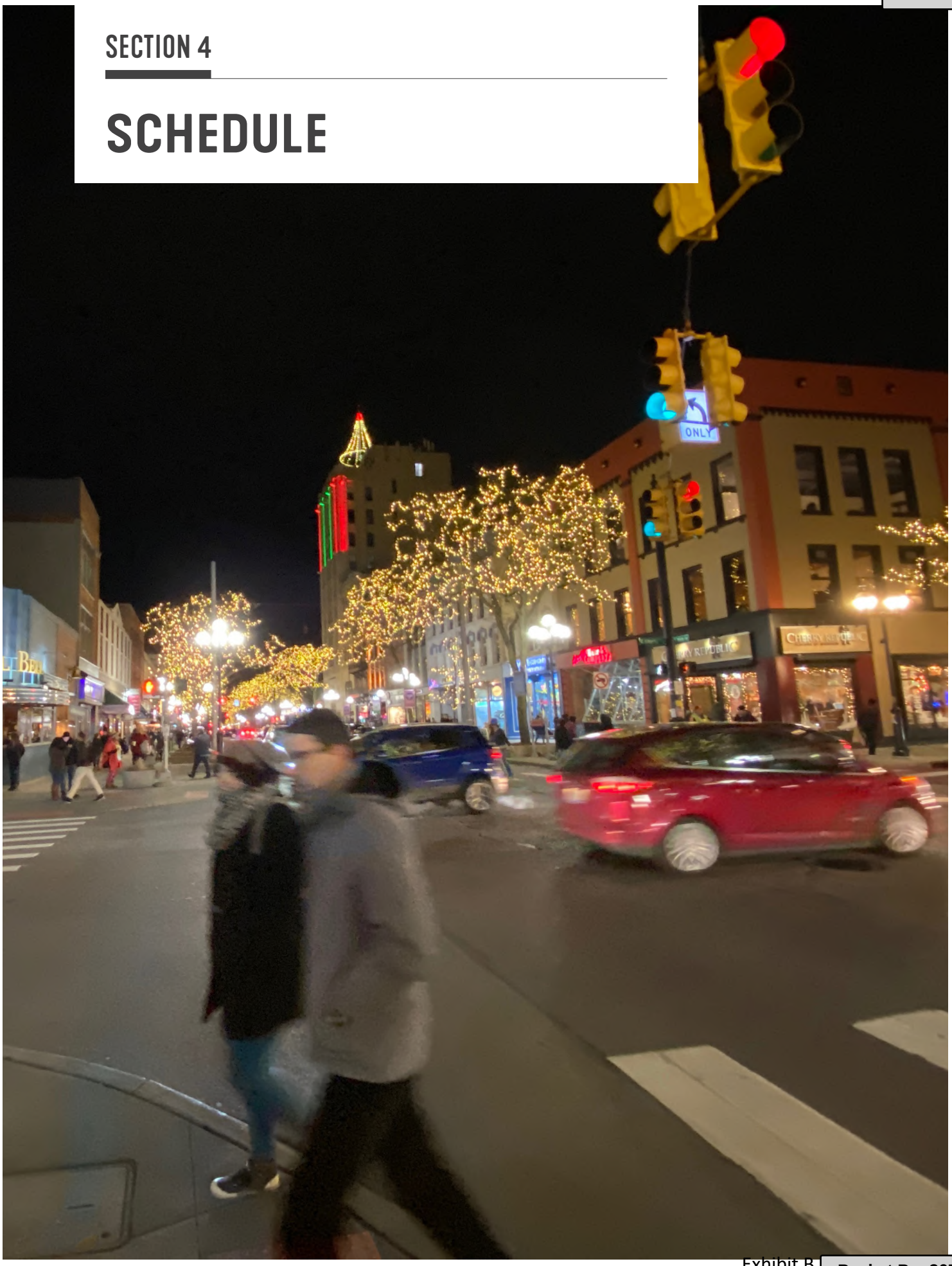
- Draft West Downtown Subarea Plan
- Final revisions to Comp Plan with unified implementation strategy for all three recent plans
- Final document pdfs, InDesign files, and transfer of GIS mapping

PHASE 2: EXPLORE TASKS, ROLES, AND SCHEDULE			Month 8	Month 9	Month 10	Month 11	Month 12
	2.1	West Downtown Land Use/Character + Public Realm Vision and Strategy					
	2.2	West Dtown Implementation strategy					
	2.3	Comp Plan revisions					
	2.4	Website draft input/survey					
	2.5	PC + CC adoption meetings					
	2.6	Final packaging of materials					



SECTION 4

SCHEDULE



		MONTHS:	1	2	3	4	5	6	7	8	9	10	11	12
PHASE 1: UNDERSTAND														
	1.1	Kick off call with staff	●											
	1.2	SC #1 /Dtown Focus Group + tour	▲◆											
	1.3	Background research	●											
	1.4	Public Participation Plan (roadmap)	●	★										
	1.5	Base map atlas	●	★										
	1.6	Build Hub website			★									
	1.7	Comp Plan audit		★										
	1.8	SC #2 & #3 CP Audit Triage Calls		▲	▲									
	1.9	West Dtown City Staff Call		●										
	1.10	West Dtown Virtual Focus Group			◆									
	1.11	Engagement questions/noticing			●									
	1.12	Public Mtg #1: Virtual Hub Launch				■								
PHASE 2: EXPLORE														
	2.1	Comp Plan drafting					★	★	★					
	2.2	SC # 4,5,6 on Comp Plan Drafts					▲	▲	▲					
	2.3	West Dtown physical assessment						★						
	2.4	West Dtown base mapping						★						
	2.5	West Dtown precedents/design ideas						★						
	2.6	Dtown economic baseline analysis						★						
	2.7	West Dtown Stakeholder Focus Group						◆						
	2.8	West Dtown Public/Private Realm alternatives/design ideas						★						
	2.9	Joint draft concept/alts Public Mtg #2						■						
	2.10	Online draft review/survey							★					
PHASE 2: EXPLORE														
	2.1	West Downtown Land Use/Character + Public Realm Vision and Strategy									★			
	2.2	West Dtown Implementation strategy									★			
	2.3	Comp Plan revisions									★			
	2.4	Website draft input/survey										★	●▲◆■	
	2.5	PC + CC adoption meetings (x2 mtgs)												★●
	2.6	Final packaging of materials												★

- ● City staff (also at mtgs below)
- ▲ Steering Committee
- ◆ Downtown Focus Group
- ■ Public Meeting
- ★ Consultant Deliverable

- Key Compehensive Plan Tasks
- Key West Downtown Tasks

With uncertainty around the pandemic continuing, we propose all virtual meetings except one in-person, physically distanced visit per phase, safety permitting.

SECTION 5

EXPERIENCE AND EXAMPLES



CITY OF LA PORTE

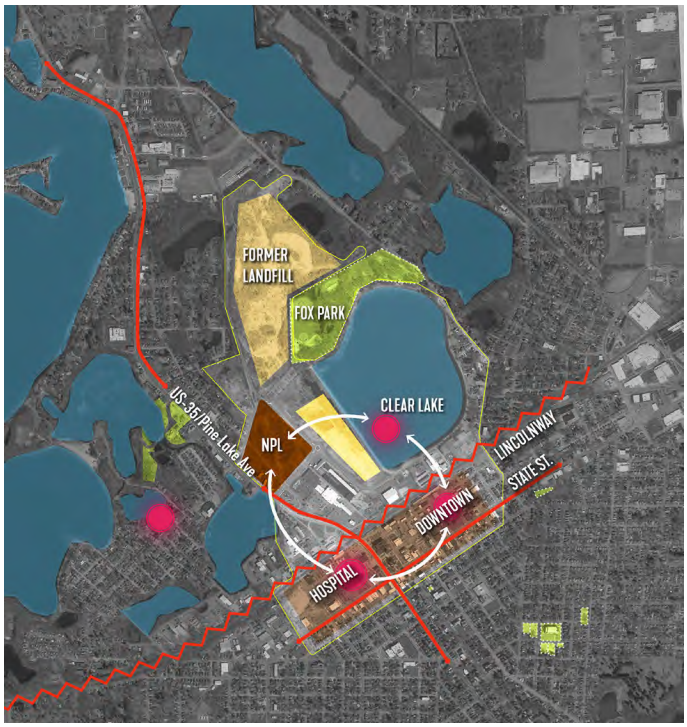
CLEAR LAKE SUB AREA PLAN

LOCATION
La Porte, Indiana

REFERENCE
Nick Minich ■ City Engineer ■ 219.362.2327 ■ nminich@cityoflaportein.gov

La Porte, an aging rustbelt community in northwest Indiana, has among the lowest health metrics in Indiana. The City partnered with the Healthcare Foundation to undertake a district plan for a remediated industrial site, park, downtown, and hospital district built on improving connectivity, a sense of place, and opportunities for mixed-use and recreation uses to support healthy lifestyle choices. The Heart of La Porte is a long-term vision which identifies short-term redevelopment, placemaking, environmental stewardship, and recreation opportunities to create a holistic vision for healthy living. A multi-day charrette included walking tours, stakeholder meetings, and evening public sessions to vet placemaking and land use alternatives.

Beyond a long range vision, the plan identifies several catalytic projects that will be developed up to 30% level of design. The selected projects, include downtown streetscape renovations, a Clear Lake greenway, ecological shoreline enhancements, and a new communal greenspace downtown, seek to obtain funding and partnerships for implementation to put the vision into reality.





CITY OF LAS VEGAS

LAS VEGAS MASTER PLAN

LOCATION
Las Vegas, Nevada

REFERENCE
Marco Velotta ■ Planner ■ 702.229.4173 ■ mvelotta@lasvegasnevada.gov



With a vision to be the leader in resilient, sustainable cities and leverage the pioneering innovative spirit of its residents, the master plan will aid the City in providing equitable access to services and jobs in the new economy. Serving as a strategic framework, the Las Vegas Master Plan will lead future economic, social, cultural and quality of life improvements in Las Vegas by 2050. It will build on the effort, research and consensus that has been part of previous plans in the region and customize a set of solutions for the City of Las Vegas. SmithGroup is leading a team of consultants working collaboratively with city staff to create a vision framework while focusing on catalytic land use and open space strategies. Engagement efforts are focused on education and building consensus among officials and the public to tackle challenges ranging from affordable housing to transit-oriented development to sustainable and smart development.

This transformative opportunity will allow the community to express their long-term vision, build health and resilience, energize programs, and proactively shape their environment. The planning process will serve as a mechanism to build collaboration between neighborhoods and their residents, the commercial districts and their businesses, and institutions and their services—improving the quality of life.

VILLAGE OF LEXINGTON

MASTER PLAN & ZONING ORDINANCE

LOCATION
Lexington, Michigan

REFERENCE
Holly Tatman ■ Village Manager ■ 810.359.8631 ■ htatmanvillagemgr@gmail.com





SmithGroup completed a Master Plan Update for the Village of Lexington to help redefine the waterfront, harbor, and downtown areas, while defining how the redevelopment will impact the greater village and the region. The master plan included coordination with concurrent efforts by the DNR and Army Corps of Engineers on planned improvements to the marina. Gibbs Planning Group prepared a market study for the downtown and CIB Planning lent their economic development expertise for a redevelopment strategy.

The master plan's focus on redevelopment and the downtown led to a concurrent zoning ordinance overhaul and capital improvements plan with Wade Trim. Robust public engagement included workshops, focus groups, and a steering committee to shape priorities related to preserving the village's small town charm while maximizing its waterfront access and tourism potential.

CITY OF DE PERE

DE PERE CULTURAL DISTRICT MASTER PLAN

LOCATION
De Pere, Wisconsin

REFERENCE
Kim Flom ■ Assistant City Manager ■ 972.547.7500



The City of De Pere hired SmithGroup to conduct a 3 day charrette to explore the potential for a cultural district in their downtown to make De Pere a distinguished hub of culture and arts in the Greater Green Bay metropolitan area.

The resulting plan provides guidelines for riverfront activation, trail connections and development patterns in the downtown. The cultural district will be anchored by the proposed Mulva Cultural Center, and include high quality dining and entertainment businesses amidst extraordinary views of the Fox River, public art of many forms and superior public realm and open spaces.



SG HILL FARMS LLC

MADISON YARDS AT HILL FARMS

LOCATION
Madison, Wisconsin

REFERENCE
Sean Roberts ■ Vice President ■ 412.999.9643 ■ sroberts@summitsmith.com



Madison Yards at Hill Farms will be a vibrant mixed-use community within a community in Madison, Wisconsin. The project is envisioned as an experience-oriented, future-focused place to work, live, be social, be seen, dine, shop, and enjoy life as part of Madison's progressive and craft culture.

A thoughtful and engaging planning and design process grew out of a successful partnership between the developers, CD Smith and Gilbane, and the planners/designers, SmithGroup. The master plan for this key 21-acre parcel along Madison's main east-west corridor, University Avenue, began with the consolidation of a State Department of Transportation office facility to make way for this unique development. The process included intense workshops with the city of Madison, residents and stakeholders to imagine a new kind of place and re-write the appropriate zoning codes to allow for the vision to become a reality.

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

WYANDOTTE & OWOSSO COMPREHENSIVE PLANS

LOCATION
Wyandotte and Owosso, Michigan

REFERENCE
Michelle Parkkonen ■ Director ■ 517.599.8796 ■ parkkonenm@michigan. org

WYANDOTTE COMPREHENSIVE PLAN

As the "Downriver Downtown", Wyandotte is a well-preserved vibrant city south of Detroit situated on the Detroit River. Their previous master plan, now decades old, needed an overhaul to pull together a variety of recent initiatives and studies. A series of meetings and interviews were held to understand the full spectrum of redevelopment initiatives, many of which are undertaken by the City itself to promote acquisition and rehabilitation of historic homes and mixed-use properties. The draft plan will highlight key redevelopment sites, a preliminary non-motorized plan, an economic development strategy, and zoning recommendations to provide the city with targeted next steps to continue its strong redevelopment focus.



OWOSSO COMPREHENSIVE PLAN UPDATE

As an update and reorganization of the City's first comprehensive master plan, SmithGroup's plan will reflect changes that the City has experienced over the past 20 years. The Update will continue expansion of adjacent urban regions; address the decrease in industrial production and employment; expand the Baker College campus; address the aging neighborhoods, buildings and infrastructure in the city; and create a strong downtown revitalization by combining programming, grants and entrepreneurial activity. This Comprehensive Master Plan Update will position the City of Owosso to address the change that is anticipated over the next 10 to 20 years.



SECTION 6

COST



COST

Below is SmithGroup's cost for this project broken down by the major tasks. Our work plan is structured on open and on-going communication, developing a deep understanding of your needs, and working with you and the community to identify and build a strategy around clear goals and metrics.

Our approach is crafted to be comprehensive and inclusive. If we are fortunate enough to be selected, we will work with you to review and refine the approach to create a shared strategy that will result in a clear vision for success.

PHASE	COST
Phase One: Understand	$26,000
Phase Two: Explore	$37,000
Phase Three: Realize	$17,000
Total	**$80,000**

Design a Better Future

SMITHGROUP

smithgroup.com

44 E Mifflin Street
Suite 500
Madison, WI 53703

MILESTONES		MONTHS:	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
		PHASE 1: UNDERSTAND												
	1.0	Parking Study												
	1.1	Kick off call with staff	●											
1	1.2	SC #1 /Dtown Focus Group + tour	▲◆											
	1.3	Background research	●											
	1.4	Public Participation Plan (roadmap)	●	★										
	1.5	Base map atlas	●	★										
	1.6	Build Hub website			★									
	1.7	Comp Plan audit		★										
	1.8	SC #2 & #3 CP Audit Triage Calls		▲	▲									
	1.9	West Dtown City Staff Call		●										
	1.10	West Dtown Virtual Focus Group			◆									
	1.11	Engagement questions/noticing			●									
2	1.12	Public Mtg #1: Virtual Hub Launch				■								
		PHASE 2: EXPLORE				DAN OUT								
	2.0	Set Milestone Visit #2 Logistics			●									
	2.1	Comp Plan drafting					★	★	★					
	2.2	SC # 4,5,6 on Comp Plan Drafts					▲	▲	▲					
	2.3	West Dtown physical assessment						★						
	2.4	West Dtown base mapping						★						
	2.5	West Dtown precedents/design ideas						★						
	2.6	Dtown economic baseline analysis						★						
3	2.7	West Dtown Stakeholder Focus Group						◆						
	2.8	West Dtown Public/Private Realm alternatives/design ideas						★						
	2.9	Joint draft concept/alts Public Mtg #2						■						
	2.10	Online draft review/survey							★					
		PHASE 3: REALIZE												
	3.0	Southeast Area Plan									▲			
	3.1	West Downtown Land Use/Character + Public Realm Vision and Strategy									★			
	3.2	West Dtown Implementation strategy									★			
	3.3	Comp Plan revisions									★			
4	3.4	Website draft input/survey										★	●▲◆■	
	3.5	PC + CC adoption meetings (x2 mtgs)												★●
	3.6	Final packaging of materials												★

- ● City staff (also at mtgs below)
- ▲ Steering Committee
- ◆ Downtown Focus Group
- ■ Public Meeting
- ★ Consultant Deliverable

- Key Compehensive Plan Tasks
- Key West Downtown Tasks

With uncertainty around the pandemic continuing, we propose all virtual meetings except one in-person, physically distanced visit per phase, safety permitting.

WALKER CONSULTANTS

1660 S Highway 100, Suite 545
Minneapolis, MN 55416
952.595.9116
WalkerConsultants.com

April 23, 2021

Mr. Tom Rogers
Principal, Urban Design and Waterfront Studio Leader
SmithGroup
44 East Mifflin Street, Suite 500
Madison, WI 53703

Re: Proposal for Parking Planning Services
Downtown Parking Supply and Demand Analysis
De Pere, Wisconsin

Dear Mr. Rogers:

Walker Consultants (Walker) is pleased to submit this proposal to SmithGroup (Client) related to parking planning in De Pere, Wisconsin (City) as part of SmithGroup's ongoing planning work with the City. Included herein is our understanding of this project and our proposed scope of services, schedule, fee, and general conditions of agreement. We appreciate and thank you for the opportunity to propose on this assignment.

PROJECT UNDERSTANDING

The City of De Pere, Wisconsin is currently engaged in both a Comprehensive Plan Update and West Downtown Vision Plan effort. In conjunction with these planning efforts, the City desires a Downtown Parking Supply and Demand Analysis to assess current parking and access conditions, and plan for future needs. Information from current planning and visioning will feed into projections of future parking needs that will be identifed as part of this project. Specifically, the objectives of the Downtown Parking Supply and Demand Analysis include:

1. Evaluate current parking conditions in the Study Area, including supply and demand for public and private parking.
2. Assess current operational practices for the City's parking programs and identify potential improvements.
3. Assess how many additional parking spaces will be needed to serve the anticipated large redevelopment projects in the pipeline or anticipated downtown development in the next ten years.
   Develop strategies for meeting expected future parking demand.

It is understood that this project will take place concurrently with the Comprehensive Plan Update and West Downtown Vision Plan and that some of the engagement will occur in tandem. Figure 1 below depicts the project study area.

Figure 1: Downtown Parking Supply and Demand Analysis Project Study Area



Source: City of De Pere, WI, 2021

Based on this understanding, Walker proposes the following scope of services.

SCOPE OF SERVICES

TASK 1: EVALUATE CURRENT CONDITIONS

1. Meet virtually with project personnel and City and Client representatives to kick-off the project and discuss study objectives, boundaries, parking opportunities and challenges, and project schedule and milestones.

2. Collect (via a request for information to City representatives and related project personnel) and review data and information. Data may include, but is not limited to:

    a. Available parking inventory and utilization (occupancy) data;
    b. Current and projected future land use data within the study area;
    c. Information on current parking management, staffing, operations, and procedures;
    d. Data and information on finances related to parking operations;
    e. Citation/parking enforcement data and information;
    f. Ordinance and policy information; and
    g. Master planning data and information.

3. Review, analyze, and summarize data and information supplied and identify key findings.

4. Conduct an in-person walk-through of the Study Area with the Client to observe operations during typical conditions.

5. If needed, to supplement existing available data, conduct existing parking inventories of all on- and off-street parking within the study area (public and private). Inventories will include space counts, rates (if applicable), parking ownership/management, and restrictions (including visitor, employee, and residential delineations).

6. In coordination with City personnel, leverage City Drone Team capabilities to update parking occupancy data to understand current conditions. The scope and location of parking occupancy data collection will be determined in collaboration with project personnel. This proposal assumes that parking occupancy counts of all parking in the study area will occur on a weekday and a weekend day. Counts will be performed on a weekday and weekend day that best represents a typical busy day, identified in collaboration with project personnel.

7. Identify existing shared-use arrangements within the study area as well as potential opportunities for shared parking through site observation and evaluation.

8. Review current City ordinances, policies, and procedures related to parking and loading.

9. Develop three (3) distinct online stakeholder surveys with questions related to parking conditions, regulations, operations, needs, challenges, future conditions, and opportunities. Leverage City channels to disseminate the surveys and garner input.

10. Conduct one (1) in-person focus group with up to three (3) downtown stakeholder groups identified in collaboration with the City and project personnel. The focus group sessions will be facilitated small-group discussions related to parking conditions, regulations, needs, challenges, future conditions, and opportunities and will inform project recommendations.

11. Summarize existing conditions in figures, tables, maps, and narratives in PowerPoint for project discussion and collaboration. Information and materials will be incorporated into future engagement and project deliverable materials. Special attention will be paid to identifying and displaying, and summarizing parking hotspots and space surplus and deficit with the area under current conditions. Illustrations will be provided on a block-by-block basis.

TASK 2: ASSESS OPERATIONAL PRACTICES

1. Review and evaluate current operational and management parking procedures and practices, identifying deficiencies and opportunities for improvement.

2. Conduct a review of up to (3) peers identified in collaboration with the City and project personnel. Peer review will include desktop research and phone interviews, where necessary.

3. Summarize findings in figures, tables, maps, and narratives in PowerPoint for project discussion and collaboration.

4. Facilitate a virtual working meeting with City and project personnel to review findings from Task 1 and Task 2, identify deficiencies, needs, and challenges, coordinate on future conditions, needs, and scenarios, and establish the project's path forward. This charette will shape the understanding of project needs and potential strategic recommendations.

TASK 3: ESTIMATE FUTURE DEMAND

1. Obtain future economic development plans and any known changes to existing land use in the study area that will likely impact parking. This information may include the redevelopment of buildings or a change in tenant types. Walker will use data from the City's Comprehensive Plan Update and West Downtown Vision Plan, Downtown Master Plan, and Cultural District Master Plan, as well as other downtown planning efforts, as the baseline future development program.

2. Working in collaboration with City and project personnel, create a parking demand model and perform a shared parking analysis using Walker's shared parking model to project typical parking needs throughout a weekday under future condition assumptions. Project future parking needs (over the next ten years) by determining the future surplus or shortfall within the study area based on future market conditions. Create tabular and graphic illustrations of the parking system adequacy on a block-by-block basis. Parking needs projections will focus on, but not be limited to, parking needs associated with three known developments:

    a. The 100 S Broadway/Front Street Block,
    b. The former Shopko redevelopment site, and
    c. The 400 Block of Main Ave.

    Walker will prepare up to three (3) model scenarios of future parking needs.

3. Summarize findings in figures, tables, maps, and narratives in PowerPoint for project discussion and collaboration. Review summary with City and project personnel. Information and materials will be incorporated into future engagement and project deliverable materials.

TASK 4: DEVELOP STRATEGIES AND PRELIMINARY ANALYSIS/DESIGN

1. Drawing from the findings of Tasks 1-3, develop preliminary recommendations related to on and off-street parking supply, demand, operations, and strategic parking management. Recommendations will focus on promoting user access, service, and convenience while maximizing the use efficiency of parking assets. Review draft recommendations with City and project personnel. Strategies will focus on the following:

    a. If data suggests imbalances of usage, recommend management and policy changes that could reduce congestion in affected areas.
    b. Review existing vehicular and pedestrian access and circulation patterns for their relationship to existing parking lots. Review and comment on existing parking signage and wayfinding in conjunction with relevant downtown planning efforts, and identify opportunities for improvement, including sign location, quantity, information, and branding.

c. Determine whether the number of spaces could be increased through restriping and efficiency improvements in existing facilities/lots.
d. Regulations, enforcement, operational, and management strategies to balance parking demand and optimize parking turnover for different user types.
e. Incorporation of technology and best practices for enforcement and parking operations.
f. If determined necessary and feasible through the work of Tasks 1-3, identify potential sites for structured and/or surface parking.
g. Provide a concept-level design and feasibility assessment of up to two (2) potential structured and/or surface parking locations. The assessment will identify site suitable, order of magnitude construction and maintenance costs, and relevant functional design and operational considerations.
h. Determine whether any existing public lots or on-street supply can be expanded to meet area parking needs.
i. Review demand and mobility initiatives and their impact on the downtown.
j. Determine an order of magnitude project cost, including estimated operational expenses, of potential strategies.

2. Facilitate a community open house to engage the public in facilitated activities and/or discussion centered around parking challenges and opportunities, future conditions, and potential improvements.

3. Drawing from the community open house and findings of Tasks 1-3, develop strategic recommendations and an accompanying implementation action plan. Recommendations will be provided in near-term (implementation in two to three years) and long-term recommendations (implementation in 10 or more years) increments. The action plan will serve as a work planning guide for City personnel and will include information related to estimated costs, responsible party, funding sources, and other considerations determined in collaboration with City personnel.

TASK 5: DELIVERABLES

1. Based on collaboration with the Client, develop a recommended plan for operational and technology improvements, including appropriate management strategies to balance contract and transient parkers effectively.

2. Develop a report and accompanying PowerPoint that details assumptions, findings, and conclusions of Task 1-4. Submit a draft copy of the report and PowerPoint to City and Client representatives in PDF form for review and comment. The implementation action plan from Task 4 will be a distinct section of the report that can be extracted and used as a discussion tool. The PowerPoint will serve as a tool for City representatives to share information about the project after the project has concluded.

3. If necessary, present findings and conclusions to City personnel.

4. Consider comments received from the Client and develop and issue the final report in PDF format and PowerPoint.

SCHEDULE & PROFESSIONAL FEE

Walker can commence work within one week of receiving a fully executed professional services agreement. Walker estimates that the proposed work and a draft report can be completed within six (6) months of receiving requested information from the City. Tasks 1 – 3 are anticipated to be completed by the end of August 2021. Tasks 4 and 5 are proposed to occur in September and October 2021, with completion at the end of October. This proposed schedule is subject to change based on project start date and project needs. A final report can typically be provided within two weeks of receiving Client comments on draft report. Draft reports will be considered final reports if no Client comments are received within 30 days of draft report issuance date.

Walker proposes to perform the scope of work described within this proposal for a lump sum fee of $30,000 inclusive of reasonable project-related reimbursable expense basis in accordance with the attached General Conditions of Agreement.

TERMS AND CONDITIONS

The fees quoted herein shall remain firm for 30 days from receipt of this proposal. All services will be performed according to the terms and conditions of the attached General Conditions of Agreement for Consulting Services.

We thank you for the opportunity to assist you with this exciting project and look forward to providing SmithGroup with the high level of responsiveness and professionalism expected from Walker. Please review this proposal and let me know if you have any questions, or request changes.

Sincerely,

WALKER CONSULTANTS

Philip J. Baron
Director of Studies

Kevin White, AICP, CAPP
Parking and Mobility Consultant

Enclosures: *General Conditions of Agreement for Consulting Services*

AUTHORIZATION

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

SMITHGROUP

Accepted by (Signature) _____

Printed Name _____

Title _____

Date _____

SERVICES

Walker Consultants ("WALKER") will provide the CLIENT professional services that are limited to the work described in the attached letter ("the services"). Any additional services requested will be provided at our standard hourly rates or for a mutually agreed lump sum fee. The services are provided solely in accordance with written information and documents supplied by the CLIENT and are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT. No third-party beneficiary is contemplated. All documents prepared or provided by WALKER are its instruments of service, and any use for modifications or extensions of this work, for new projects, or for completion of this project by others without WALKER's specific written consent will be at CLIENT's sole risk.

PAYMENT FOR SERVICES

WALKER will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, additional service consultants, and other project-related expenses. Payment is due upon receipt of invoice. If for any reason the CLIENT does not deliver payment to WALKER within thirty (30) days of date of invoice, WALKER may, at its option, suspend or withhold services. The CLIENT agrees to pay WALKER a monthly late charge of one- and one-half percent (1½%) per month of any unpaid balance of the invoice plus attorney's fees and other costs incurred to collect the unpaid sum.

STANDARD OF CARE

WALKER will perform the services in accordance with generally accepted standards of the profession using applicable building codes in effect at time of execution of this Agreement. WALKER's liability caused by its acts, errors or omissions shall be limited to the fee or $10,000, whichever is greater.

Any estimates or projections provided by WALKER will be premised in part upon assumptions provided by the CLIENT. WALKER will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, WALKER makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

PERIOD OF SERVICE

Services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty (30) days after final documents are delivered to the CLIENT.

CITY OF DE PERE
MEMO

To: Plan Commission
From: Daniel Lindstrom, Development Services Director
Date: April 26, 2021

RE: **Consideration and possible action on the award of contract for Comprehensive Plan Update and the West Downtown Vision Plan to SmithGroup**

Summary

As defined in Wisconsin Statute Section 62.23(2)(3), the City of De Pere is authorized to prepare and adopt a Comprehensive Plan. The Plan requires periodic updates. The original adoption occurred on September 27, 2004 and an update occurred on July 6, 2010. Many of the Plan's vision statements, goals, objectives, and policies remain valid; however, some elements may need to be revised, renewed, or removed from the Plan. Also, the City will benefit from a new document titled West Side Vision Plan. This plan is similar to the 2018 Cultural District Master Plan and can be designed to function alongside, or as part of, the Comprehensive Plan Update. To accomplish this task, the Plan Commission recommended staff progress with a Request For Proposal (RFP) to seek a consultant team to assist City staff with the drafting of an updated 2040 Comprehensive Plan and a new West Side Vision Plan. The City posted the RFP for distribution in February. City staff received eight total RFP responses and the selection committee spent early March reviewing the responses. The following individuals were members of the selection committee Mayor James Boyd, City Administrator Larry Delo, Development Services Director Daniel Lindstrom, Senior Planner/Zoning Administrator Peter Schleinz, Tina Quigley, Executive Director of Definitely De Pere, and Mark Higgins, Citizen, Plan Commission Member, Project Steering Committee Member, and Joint Review Board Member. The selection committee felt three proposals ranked higher than the others and after interviewing three firms (1) SmithGroup, (2) SRF Consulting, and (3) The Lakota Group, the selection committee unanimously recommend SmithGroup for the project. The selection committee believed the proposed project approach, engagement methods, and staffing would be the best fit for this project and the City of De Pere. SmithGroup was also the lead consultant on the Cultural District Master Plan.

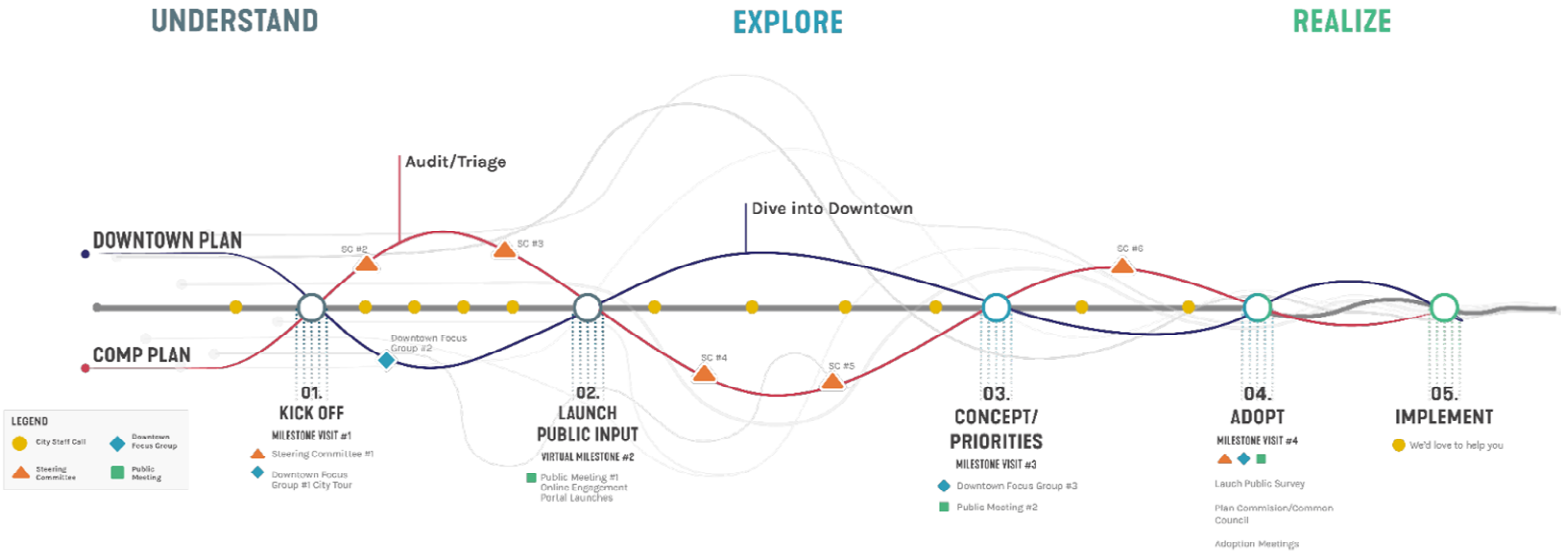
Budget

The RFP identifies a maximum budget assigned to the project of $80,000 for both plans. Respondents are requested to provide a proposed completion timeline. Since the time of the RFP, staff met with possible developers for the Broadway/Front Street site, Shopko site, and several smaller sites on both sides of the Downtown. It is becoming imperative that we also work with a consultant to complete a parking study to review our potential full downtown building out as soon as possible so our downtown vision plans are based on the maximum future buildout of the Downtown. We requested the consultant include an additional scope that would be included as part of this scope as an addendum to the RFP project scope. The consultant is currently preparing the parking study scope based on City direction. The

City included the expenses in the TID Budgets and would be split between TIDs No. 7, 9, 16, and potentially a new TID for the Shopko site.

Timeline

SmithGroup proposes a 12-month timeline for the project that will integrate public engagement throughout the planning process. A representative timeline diagram is included below and SmithGroup did provide a revised timeline to show how a parking study would fit within the existing scope. That is attached to this memo.



Staff Recommendation

Staff recommends approval of the SmithGroup for the Comprehensive Plan Update and West Downtown Vision Plan as outlined in the RFP and revised parking study scope and forward the recommendation to the Common Council for approval.

CITY OF DE PERE
MEMO

To: Interview Group
From: Daniel J Lindstrom, Development Services Director
Date:

RE: **Interview Structure and Questions**
Comprehensive Plan Update and West Downtown Vision Plan

The City of De Pere ("City") will be hosting virtual interviews for the three selected project teams.

Interview Structure
The general structure of the interview will be as follows:

1. Welcome, Introductions, City overview of the Project: .....5 Minutes (City)
2. Firm Overview and Relevant Experience:.....5 Minutes
3. Presentation of Proposed Project Approach:..... 10-15 minutes
4. Example Virtual Public Engagement Exercise/Walkthrough:.....10-15 minutes
5. Interview Panel Questions Applicant: .....10-15 minutes
6. Applicant Questions for Interview Panel:.....10-15 minutes

The City uses the 'Go-to-Meeting' virtual platform; however, we would prefer that you use the platform that you are most familiar with for public and online engagement sessions. The City will send out the calendar invite to you but request that you provide the City with simple video login instructions to include within the meeting invite.

Selection Committee
The selection committee/interview panel will consist of the following individuals:

- Mayor James Boyd
- Larry Delo, City Administrator
- Daniel Lindstrom, Development Services Director
- Peter Schleinz, Senior Planner/Zoning Administrator
- Tina Quigley, Executive Director of Definitely De Pere
- Mark Higgins, Citizen, Plan Commission Member, Project Steering Committee Member, and Joint Review Board Member

Possible General Process Questions:
1. Who will be the day-to-day project contact from your team? Is the interview team the core team that will work on the project? Is there anyone who will work on this project who is not in the interview?

2. The COVID-19 Pandemic changed how a planning project engages with the public. We anticipate some members of the public might not be willing to attend events in person until 2022. We anticipate virtual being more important toward the beginning stages. Please describe your hybrid approach of both virtual and in-person public

engagement that we will need to employ throughout the planning process. We anticipate virtual being more important toward the beginning stages.

3. How do you prefer to communicate with City staff regarding project progress reports? (weekly/biweekly/monthly email summaries, phone calls, video calls, etc.)

Possible Comprehensive Plan Questions:

1. The City is interested in hiring a consultant that will bring a new idea into what a comprehensive plan can be; therefore, we will rely on your professional creativity to help create a plan that is easier for the general public and elected officials to use. What are some initial thoughts to create a more user-friendly document?

2. Is there a project that you've worked on that you think mirrors the objectives and needs of our project?

3. How would you recommend creating/amending a Comprehensive Plan that is easily updated on an annual or bi-annual basis?

West Downtown Vision Plan:

1. The City is interested in hiring a consultant to craft a vision for the west side of Downtown. We will be relying on your professional creativity and knowledge to help drive the foundation of this plan. So, what are your preliminary thoughts? Based on what you know of the project objectives and what you know of De Pere, what would you love to see as a vision for this part of Downtown? Or at least interesting things to explore? We don't anticipate a grandiose conceptual drawing or exact schematics – just some fun brainstorming and design ideas. While there are no right or wrong answers. We want to let you know the City has been striving to create a vision of one community that happens to have a river that divides the downtown. We do realize two sides of the river each have their character that should be emphasized. We want it to be understood that the West Downtown Vision Plan should not be a copycat of the Cultural District Master Plan, but should be a complementary component.)

2. We anticipate including a diverse group of stakeholders as part of the process. At this time, their visions for the area may differ. What facilitation tools/expertise do you hold to facilitate meetings with converging viewpoints while still resulting in a shared (or at least mostly shared) vision? Additionally, would recommend any subset of the steering committee to address individual topics (bike/ped, parking, land use, etc.).

3. Is there a project that you've worked on that you think mirrors the objectives and needs of our project?

4. Do you have experience working with municipal clients that have integrated partnerships with colleges or universities that have a separate or standalone vision for the future of their campus? (e.g. "Towns and Gowns")

5. Visualization is also an important component of the project process. Most in De Pere generally support new development and redevelopment in the Downtown, but few agree on what that means exactly. What it looks like, how it's massed the role of the public realm. There is a consensus that it should be thoughtful and respectful of the existing historic character, but De Pere is also known for having a progressive spin (like the more modern architecture of the Claude Allouez Bridge). What visualization and/or visual preference techniques do you propose using as part of this project to establish and then communicate a vision for this District?

6. The 2021 WI-APA State Conference is planned for September 15th to the 17th in the Green Bay Region. Would your team be willing to co-host a session with the City of De Pere staff focused on the downtown and specifically hold an engagement session with the visiting planners to collect their insights as visitors to downtown?

7. Does your team have access to the skills or have a partnership firm that the West Downtown Vision Plan scope could expand to include a downtown parking study?



DE PERE
RUNS DEEPER

Parking Study Area Map

City of De Pere

0 0.04 0.08 0.16 0.24 0.32 Miles

N S

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

File Path:

Data Source

City of De Pere, Wisconsin

Request For Common Council Action

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

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

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

ATTACHMENTS:

- Reso21-61 (PDF)
- FP Memo - Scannell Land Sale 05112021 (PDF)
- Scannell Land Sale-Transfer Map-Revised (PDF)

RESOLUTION #21-61

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

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

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

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

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

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of May, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 05/11/2021

CITY OF DE PERE MEMO

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

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

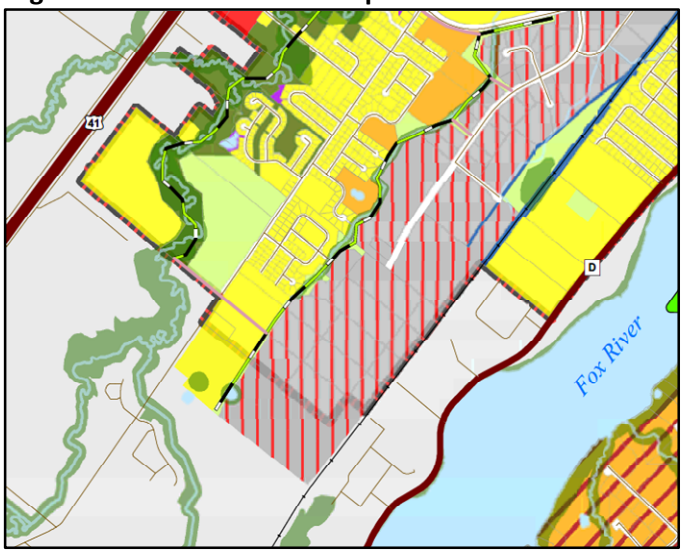
Request Summary
Scannell Properties (Scannell Development Company III) is currently under contract to purchase approximately 105-acres of undeveloped farmland, adjacent to the West and Southbridge Business Parks from Garrity Family Real Estate LLC And R & M Garrity Farm LLC. See Figure 1: Site Location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

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

Figure 1: Site Location Map



Figure 2: Future Land Use Map



American Blvd Extension Impact

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

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

Figure 3: Planned American Blvd Extension

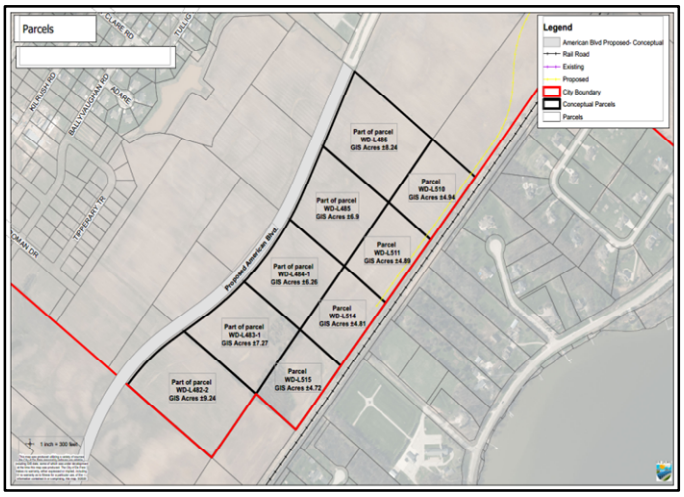
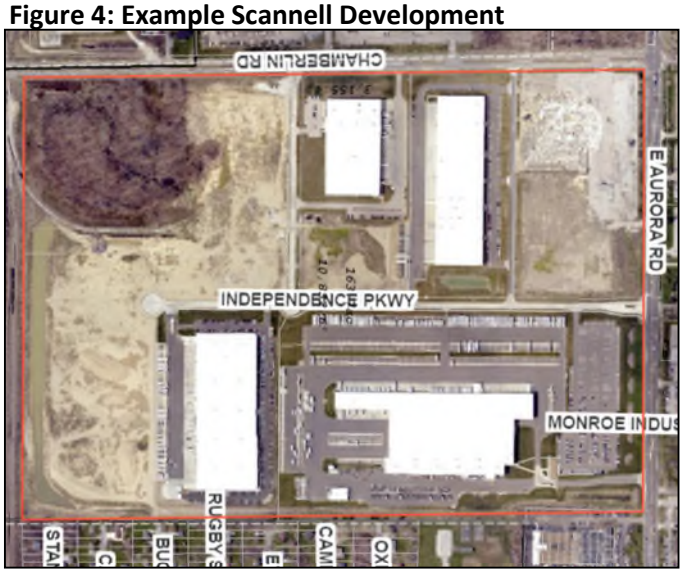
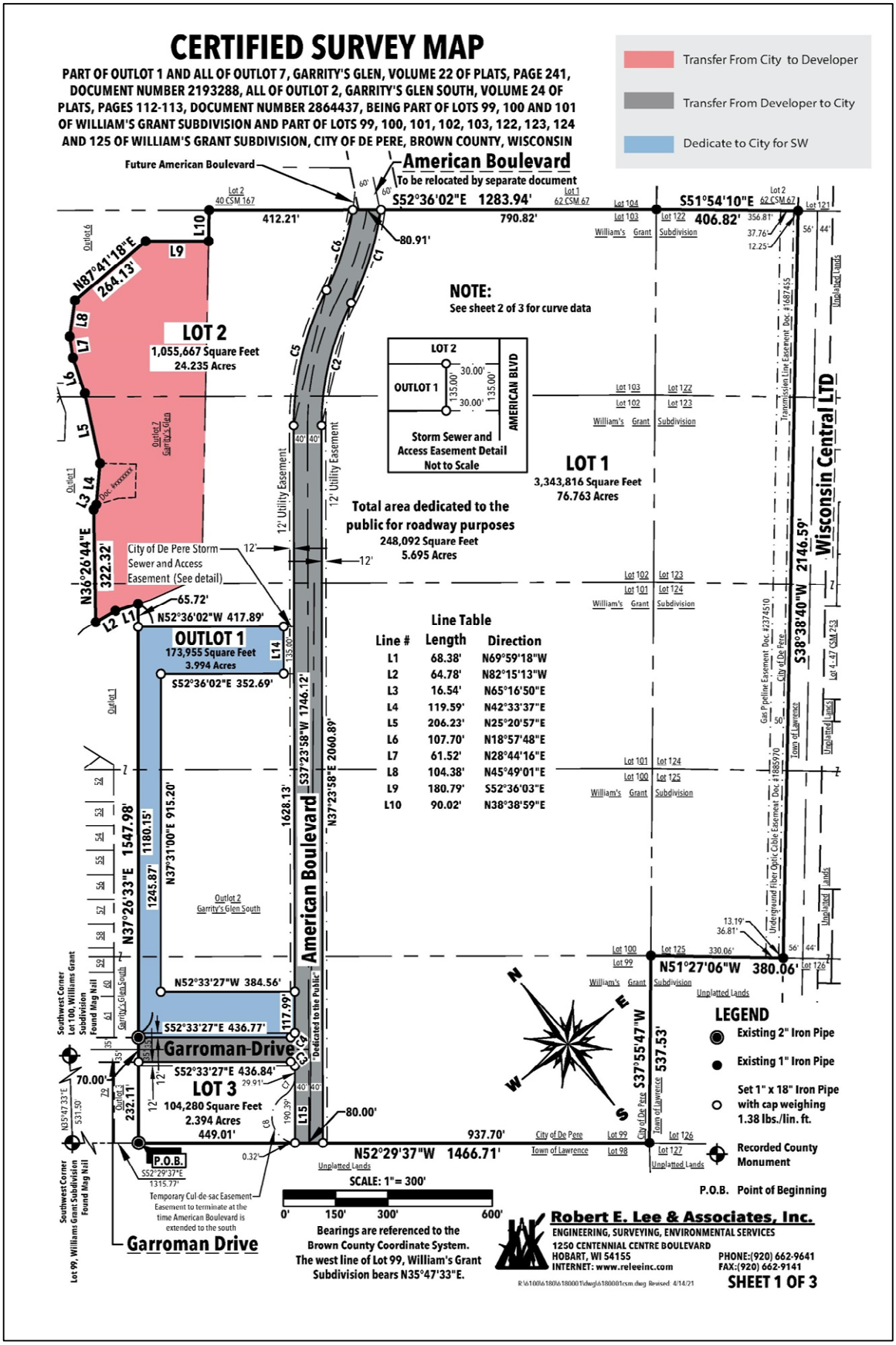


Figure 4: Example Scannell Development



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

Figure 5: Proposed Property Transfer Map



Proposed Developer Terms:

General Information

Staff outlines the proposed terms for a proposed sale agreement:

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

Developer Obligations:

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

City Obligations:

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

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

CERTIFIED SURVEY MAP

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

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

Future American Boulevard

American Boulevard
To be relocated by separate document

S52°36'02"E 1283.94'

S51°54'10"E 406.82'

412.21'

790.82'

80.91'

N87°41'18"E 264.13'

WD- 1759

LOT 2
1,055,667 Square Feet
24.235 Acres

NOTE:
See sheet 2 of 3 for curve data

LOT 2 / OUTLOT 1 / OUTLOT 1
30.00' / 135.00' / 135.00' / 30.00'
Storm Sewer and Access Easement Detail
Not to Scale

LOT 1
3,343,816 Square Feet
76.763 Acres

Wisconsin Central LTD

S38°38'40"W 2146.59'

N36°26'44"E 322.32'

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

12' Utility Easement

65.72'

N52°36'02"W 417.89'

OUTLOT 1
422,047 Square Feet
9.689 Acres

S52°36'02"E 352.69'

N37°23'58"W 1628.12'

N37°23'58"E 2060.89'

N37°26'33"E 1547.98'

N37°31'00"E 915.20'

N52°33'27"W 384.56'

Line Table

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

Outlot 2
Garrity's Glen South

Southwest Corner
Lot 100, Williams Grant Subdivision
Found Mag Nail

Garrity's Glen South

12' Utility Easement

S52°33'27"E 436.84'

LOT 3
104,280 Square Feet
2.394 Acres
449.01'

232.11'

70.00'

N35°47'33"E 531.50'

Southwest Corner
Lot 99, Williams Grant Subdivision
Found Mag Nail

P.O.B.
S52°29'37"E
1315.77'

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

Garroman Drive

80.00'

937.70'

N52°29'37"W 1466.71'

Unplatted Lands

SCALE: 1"= 300'

0' 150' 300' 600'

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

N51°27'06"W 380.06'

S37°55'47"W 537.53'

Gas Pipeline Easement Doc #2374510
Underground Fiber Optic Cable Easement Doc. #1885970
Transmission Line Easement Doc. #1687455

LEGEND

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

P.O.B. Point of Beginning

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

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

SHEET 1 OF 3

DRAFT EXHIBIT A

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Voucher approval.**

ATTACHMENTS:

- 5-18-2021 VOUCHERS (PDF)

PACKET: 06531 MAY 2021 COUNCIL - 2 5-18-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2568	A-1 AUTO UPHOLSTERY INC							
	I-15027	A-1 AUTO UPHOLSTERY INC	R	5/18/2021		320.00CR	095491	
	I-15053	A-1 AUTO UPHOLSTERY INC	R	5/18/2021		300.00CR	095491	620.00
4632	ACCURATE APPRAISAL LLC							
	I-3413	ACCURATE APPRAISAL LLC	R	5/18/2021		7,470.00CR	095492	7,470.00
0302	AIRGAS USA LLC							
	I-9112371689	AIRGAS USA LLC	R	5/18/2021		246.57CR	095493	
	I-9978973643	AIRGAS USA LLC	R	5/18/2021		463.90CR	095493	710.47
6406	ALLIANCE CONSTRUCTION & DESIGN							
	I-20-13(4) 2993	ALLIANCE CONSTRUCTION & DESIGN	R	5/18/2021		571.68CR	095494	571.68
0560	AMERICAN PUBLIC WORKS ASSOCIATION							
	I-202105111682	AMERICAN PUBLIC WORKS ASSOCIAT	R	5/18/2021		780.00CR	095495	780.00
8384	APPLIED CONCEPTS INC							
	I-382487	APPLIED CONCEPTS INC	R	5/18/2021		2,895.00CR	095496	2,895.00
0442	BADGER LABORATORIES INC							
	I-21-51012155	BADGER LABORATORIES INC	R	5/18/2021		500.00CR	095497	500.00
0020	BADGERLAND PRINTING INC							
	I-36470	BADGERLAND PRINTING INC	R	5/18/2021		28.65CR	095498	
	I-36477	BADGERLAND PRINTING INC	R	5/18/2021		79.65CR	095498	
	I-36482	BADGERLAND PRINTING INC	R	5/18/2021		52.00CR	095498	
	I-36496	BADGERLAND PRINTING INC	R	5/18/2021		469.36CR	095498	
	I-36500	BADGERLAND PRINTING INC	R	5/18/2021		47.48CR	095498	
	I-36538	BADGERLAND PRINTING INC	R	5/18/2021		190.00CR	095498	
	I-36548	BADGERLAND PRINTING INC	R	5/18/2021		180.00CR	095498	1,047.14
0027	BAY TOWEL INC							
	I-4143507	BAY TOWEL INC	R	5/18/2021		147.73CR	095499	
	I-4148762	BAY TOWEL INC	R	5/18/2021		117.98CR	095499	
	I-4150871	BAY TOWEL INC	R	5/18/2021		147.73CR	095499	
	I-4150872	BAY TOWEL INC	R	5/18/2021		95.82CR	095499	509.26
0025	BAYCOM INC							
	I-EQUIPINV_032274	BAYCOM INC	R	5/18/2021		570.00CR	095500	570.00
3008	BOUND TREE MEDICAL LLC							
	I-84030661	BOUND TREE MEDICAL LLC	R	5/18/2021		147.96CR	095501	147.96

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0038	BROADWAY AUTOMOTIVE INC							
	I-1030699P	BROADWAY AUTOMOTIVE INC	R	5/18/2021		6.76CR	095502	
	I-1030814P	BROADWAY AUTOMOTIVE INC	R	5/18/2021		568.48CR	095502	
	I-1031664P	BROADWAY AUTOMOTIVE INC	R	5/18/2021		44.86CR	095502	
	I-536899P	BROADWAY AUTOMOTIVE INC	R	5/18/2021		59.59CR	095502	679.69
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-46661	BROWN COUNTY PORT SOLID WASTE	R	5/18/2021		23,504.74CR	095503	23,504.74
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-202105111683	BROWN COUNTY REGISTER OF DEEDS	R	5/18/2021		180.00CR	095504	180.00
2984	BROWN COUNTY TREASURER							
	I-2021-00000002C	BROWN COUNTY TREASURER	R	5/18/2021		210.00CR	095505	210.00
6061	CARRICO AQUATIC RESOURCES INC							
	I-20211797	CARRICO AQUATIC RESOURCES INC	R	5/18/2021		3,476.25CR	095506	
	I-20211798	CARRICO AQUATIC RESOURCES INC	R	5/18/2021		2,875.00CR	095506	6,351.25
0536	CDW GOVERNMENT INC							
	I-C412404	CDW GOVERNMENT INC	R	5/18/2021		226.93CR	095507	226.93
2708	CLEANING SOLUTION SERVICES INC							
	I-21324	CLEANING SOLUTION SERVICES INC	R	5/18/2021		96.23CR	095508	
	I-21325	CLEANING SOLUTION SERVICES INC	R	5/18/2021		621.47CR	095508	
	I-21338	CLEANING SOLUTION SERVICES INC	R	5/18/2021		1,436.94CR	095508	
	I-21339	CLEANING SOLUTION SERVICES INC	R	5/18/2021		2,218.50CR	095508	
	I-21340	CLEANING SOLUTION SERVICES INC	R	5/18/2021		1,758.92CR	095508	
	I-21374	CLEANING SOLUTION SERVICES INC	R	5/18/2021		630.00CR	095508	
	I-21382	CLEANING SOLUTION SERVICES INC	R	5/18/2021		60.92CR	095508	
	I-21383	CLEANING SOLUTION SERVICES INC	R	5/18/2021		30.46CR	095508	6,853.44
7997	COMPLETE OFFICE							
	I-AR29610	COMPLETE OFFICE	R	5/18/2021		46.95CR	095509	
	I-AR29611	COMPLETE OFFICE	R	5/18/2021		149.30CR	095509	
	I-AR29612	COMPLETE OFFICE	R	5/18/2021		37.49CR	095509	
	I-AR29613	COMPLETE OFFICE	R	5/18/2021		48.84CR	095509	282.58
7639	CORE & MAIN LP							
	I-121978	CORE & MAIN LP	R	5/18/2021		1,095.00CR	095510	1,095.00
8054	DFI - SOLUTIONS IN PRINT							
	I-21041582	DFI - SOLUTIONS IN PRINT	R	5/18/2021		175.00CR	095511	175.00

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0075	DIGGERS HOTLINE INC							
	I-210 4 36401	DIGGERS HOTLINE INC	R	5/18/2021		306.74CR	095512	306.74
7753	ECS MIDWEST LLC							
	I-879421	ECS MIDWEST LLC	R	5/18/2021		2,424.00CR	095513	2,424.00
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-2249927	EMERGENCY MEDICAL PRODUCTS INC	R	5/18/2021		207.35CR	095514	207.35
7422	EXCEL UNDERGROUND LLC							
	I-9039	EXCEL UNDERGROUND LLC	R	5/18/2021		7,788.45CR	095515	7,788.45
0331	FERGUSON WATERWORKS #1476 INC							
	I-328492	FERGUSON WATERWORKS #1476 INC	R	5/18/2021		9,250.00CR	095516	9,250.00
0200	FIRST SUPPLY LLC							
	I-12501867-00	FIRST SUPPLY LLC	R	5/18/2021		65.28CR	095517	
	I-12561565-01	FIRST SUPPLY LLC	R	5/18/2021		84.89CR	095517	
	I-12691674-00	FIRST SUPPLY LLC	R	5/18/2021		266.10CR	095517	416.27
0097	FIVE ALARM INC							
	I-206334-1	FIVE ALARM INC	R	5/18/2021		638.52CR	095518	638.52
0835	FOSTER COACH SALES INC							
	I-21682	FOSTER COACH SALES INC	R	5/18/2021		177.16CR	095519	177.16
8008	FOX CITIES SIGN & LIGHTING							
	I-24227	FOX CITIES SIGN & LIGHTING	R	5/18/2021		6,918.00CR	095520	6,918.00
6943	FOX VALLEY TECHNICAL COLLEGE							
	I-120194719	FOX VALLEY TECHNICAL COLLEGE	R	5/18/2021		149.00CR	095521	149.00
4176	FRANK'S RADIO SERVICE INC							
	I-118376	FRANK'S RADIO SERVICE INC	R	5/18/2021		82.95CR	095522	82.95
7767	FREEDOM OVERHEAD DOORS							
	I-41593	FREEDOM OVERHEAD DOORS	R	5/18/2021		87.00CR	095523	87.00
0562	GALLS LLC							
	I-18180453	GALLS LLC	R	5/18/2021		103.37CR	095524	
	I-18269265	GALLS LLC	R	5/18/2021		134.52CR	095524	237.89

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8347	GFL ENVIRONMENTAL							
	I-U60000015347	GFL ENVIRONMENTAL	R	5/18/2021		581.46CR	095525	581.46
6923	GORDON FLESCH COMPANY INC.							
	I-IN13284989	GORDON FLESCH COMPANY INC.	R	5/18/2021		191.00CR	095526	191.00
5830	GRAEF INC							
	I-114930	GRAEF INC	R	5/18/2021		9,563.50CR	095527	9,563.50
0124	GREEN BAY CITY TREASURER							
	I-141818	GREEN BAY CITY TREASURER	R	5/18/2021		194.49CR	095528	
	I-141819	GREEN BAY CITY TREASURER	R	5/18/2021		685.19CR	095528	
	I-142311	GREEN BAY CITY TREASURER	R	5/18/2021		37,517.93CR	095528	38,397.61
0351	HACH COMPANY							
	I-12426186	HACH COMPANY	R	5/18/2021		290.65CR	095529	290.65
7918	HARRIS COMPUTER SYSTEMS							
	I-MN00135485	HARRIS COMPUTER SYSTEMS	R	5/18/2021		275.63CR	095530	275.63
1244	HOWARD IMMEL INC							
	I-20-18(10)	HOWARD IMMEL INC	R	5/18/2021		322,591.88CR	095531	322,591.88
0135	HYDROCLEAN EQUIPMENT INC							
	I-9261	HYDROCLEAN EQUIPMENT INC	R	5/18/2021		170.13CR	095532	170.13
5484	HYDROCORP INC							
	I-61948-IN	HYDROCORP INC	R	5/18/2021		2,648.00CR	095533	2,648.00
1399	INDOFF INC							
	I-3463181	INDOFF INC	R	5/18/2021		287.70CR	095534	
	I-3465289	INDOFF INC	R	5/18/2021		94.19CR	095534	
	I-3465669	INDOFF INC	R	5/18/2021		24.95CR	095534	
	I-3466071	INDOFF INC	R	5/18/2021		55.54CR	095534	
	I-3466813	INDOFF INC	R	5/18/2021		154.33CR	095534	
	I-3467566	INDOFF INC	R	5/18/2021		110.88CR	095534	
	I-3467593	INDOFF INC	R	5/18/2021		254.64CR	095534	
	I-3468727	INDOFF INC	R	5/18/2021		35.26CR	095534	1,017.49
0362	JOHNSON CONTROLS FIRE PROTECTION LP							
	I-22265893	JOHNSON CONTROLS FIRE PROTECTI	R	5/18/2021		250.00CR	095535	
	I-87688885	JOHNSON CONTROLS FIRE PROTECTI	R	5/18/2021		266.00CR	095535	516.00

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2602	JOSSART BROTHERS INC							
	I-20-02(5)	JOSSART BROTHERS INC	R	5/18/2021		39,464.00CR	095536	39,464.00
1276	JX ENTERPRISES INC							
	I-14166507P	JX ENTERPRISES INC	R	5/18/2021		16.32CR	095537	
	I-14168309P	JX ENTERPRISES INC	R	5/18/2021		13.02CR	095537	
	I-14168976P	JX ENTERPRISES INC	R	5/18/2021		185.66CR	095537	
	I-14170130P	JX ENTERPRISES INC	R	5/18/2021		105.99CR	095537	320.99
8242	KIMLEY-HORN AND ASSOC INC							
	I-18724564	KIMLEY-HORN AND ASSOC INC	R	5/18/2021		2,590.00CR	095538	2,590.00
3140	KUNDINGER FLUID POWER INC							
	I-50641195	KUNDINGER FLUID POWER INC	R	5/18/2021		321.41CR	095539	321.41
0153	LAFORCE INC							
	I-1159900	LAFORCE INC	R	5/18/2021		888.40CR	095540	
	I-1160033	LAFORCE INC	R	5/18/2021		120.00CR	095540	1,008.40
4585	LAMP RECYCLERS INC							
	I-110827	LAMP RECYCLERS INC	R	5/18/2021		143.17CR	095541	143.17
7063	LEAVES INSPIRED TREE NURSERY LLC							
	I-607	LEAVES INSPIRED TREE NURSERY L	R	5/18/2021		3,433.00CR	095542	3,433.00
2044	LIGHTHOUSE TITLE INC							
	I-WGB21-04285843	LIGHTHOUSE TITLE INC	R	5/18/2021		75.00CR	095543	75.00
8385	ANNE MCVEY							
	I-202105111684	ANNE MCVEY	R	5/18/2021		125.00CR	095544	125.00
0173	MENARDS INC							
	C-81878	MENARDS INC	R	5/18/2021		119.99	095545	
	C-82069	MENARDS INC	R	5/18/2021		12.68	095545	
	I-79147	MENARDS INC	R	5/18/2021		7.92CR	095545	
	I-81526	MENARDS INC	R	5/18/2021		55.62CR	095545	
	I-81539	MENARDS INC	R	5/18/2021		165.49CR	095545	
	I-81582	MENARDS INC	R	5/18/2021		6.25CR	095545	
	I-81711	MENARDS INC	R	5/18/2021		68.13CR	095545	
	I-81741	MENARDS INC	R	5/18/2021		77.18CR	095545	
	I-81802	MENARDS INC	R	5/18/2021		99.00CR	095545	
	I-81816	MENARDS INC	R	5/18/2021		11.22CR	095545	
	I-81832	MENARDS INC	R	5/18/2021		627.10CR	095545	
	I-81838	MENARDS INC	R	5/18/2021		77.94CR	095545	
	I-81996	MENARDS INC	R	5/18/2021		53.19CR	095545	
	I-82000	MENARDS INC	R	5/18/2021		31.04CR	095545	
	I-82013	MENARDS INC	R	5/18/2021		4.70CR	095545	
	I-82044	MENARDS INC	R	5/18/2021		12.98CR	095545	
	I-82112	MENARDS INC	R	5/18/2021		19.99CR	095545	
	I-82115	MENARDS INC	R	5/18/2021		34.99CR	095545	
	I-82118	MENARDS INC	R	5/18/2021		59.88CR	095545	
	I-82131	MENARDS INC	R	5/18/2021		84.49CR	095545	

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	I-82136	MENARDS INC	R	5/18/2021		4.97CR	095545	
	I-82216	MENARDS INC	R	5/18/2021		29.26CR	095545	
	I-82220	MENARDS INC	R	5/18/2021		60.48CR	095545	
	I-82319	MENARDS INC	R	5/18/2021		12.47CR	095545	
	I-82361	MENARDS INC	R	5/18/2021		19.14CR	095545	
	I-82445	MENARDS INC	R	5/18/2021		56.89CR	095545	
	I-82454	MENARDS INC	R	5/18/2021		25.73CR	095545	
	I-82508	MENARDS INC	R	5/18/2021		7.88CR	095545	
	I-825344	MENARDS INC	R	5/18/2021		33.63CR	095545	
	I-82540	MENARDS INC	R	5/18/2021		133.39CR	095545	
	I-82555	MENARDS INC	R	5/18/2021		7.99CR	095545	
	I-82600	MENARDS INC	R	5/18/2021		71.23CR	095545	
	I-82686	MENARDS INC	R	5/18/2021		25.47CR	095545	1,852.97
VOID	VOID CHECK		V	5/18/2021			095546	**VOID**
VOID	VOID CHECK		V	5/18/2021			095547	**VOID**
7194	METAL STORM INC							
	I-71383	METAL STORM INC	R	5/18/2021		590.00CR	095548	590.00
8282	MILBACH CONST SERVICES CO							
	I-20-14(2) FINAL	MILBACH CONST SERVICES CO	R	5/18/2021		40,605.25CR	095549	40,605.25
3191	NCI							
	I-AR21752	NCI	R	5/18/2021		49.90CR	095550	49.90
7129	NELSON TACTICAL							
	I-1952	NELSON TACTICAL	R	5/18/2021		180.57CR	095551	180.57
0531	NORTHEAST AUTO PARTS INC							
	C-356282	NORTHEAST AUTO PARTS INC	R	5/18/2021		18.00	095552	
	I-355882	NORTHEAST AUTO PARTS INC	R	5/18/2021		19.98CR	095552	
	I-356071	NORTHEAST AUTO PARTS INC	R	5/18/2021		20.80CR	095552	
	I-356105	NORTHEAST AUTO PARTS INC	R	5/18/2021		3.38CR	095552	
	I-356106	NORTHEAST AUTO PARTS INC	R	5/18/2021		13.45CR	095552	
	I-356108	NORTHEAST AUTO PARTS INC	R	5/18/2021		211.13CR	095552	
	I-356110	NORTHEAST AUTO PARTS INC	R	5/18/2021		123.96CR	095552	
	I-356111	NORTHEAST AUTO PARTS INC	R	5/18/2021		36.66CR	095552	
	I-356225	NORTHEAST AUTO PARTS INC	R	5/18/2021		69.48CR	095552	
	I-356238	NORTHEAST AUTO PARTS INC	R	5/18/2021		10.69CR	095552	
	I-356280	NORTHEAST AUTO PARTS INC	R	5/18/2021		196.58CR	095552	
	I-356306	NORTHEAST AUTO PARTS INC	R	5/18/2021		32.20CR	095552	720.31

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3250	NORTHERN LAKE SERVICE							
	I-398526	NORTHERN LAKE SERVICE	R	5/18/2021		120.00CR	095553	
	I-398757	NORTHERN LAKE SERVICE	R	5/18/2021		590.00CR	095553	710.00
8386	KATHY OLSON							
	I-202105111685	KATHY OLSON	R	5/18/2021		120.00CR	095554	120.00
0499	PACK AND SHIP LLC							
	I-249666	PACK AND SHIP LLC	R	5/18/2021		51.83CR	095555	51.83
0197	PACKER CITY INTL TRUCKS INC							
	I-X101142242:01	PACKER CITY INTL TRUCKS INC	R	5/18/2021		68.72CR	095556	
	I-X101142243:01	PACKER CITY INTL TRUCKS INC	R	5/18/2021		103.08CR	095556	171.80
1331	PACKER FASTENER & SUPPLY INC							
	I-593814	PACKER FASTENER & SUPPLY INC	R	5/18/2021		52.37CR	095557	
	I-594670	PACKER FASTENER & SUPPLY INC	R	5/18/2021		282.02CR	095557	334.39
5476	PERSONNEL EVALUATION INC							
	I-40028	PERSONNEL EVALUATION INC	R	5/18/2021		20.00CR	095558	20.00
0525	PETROLEUM EQUIP SERVICE OF WI INC							
	I-20210229	PETROLEUM EQUIP SERVICE OF WI	R	5/18/2021		770.00CR	095559	770.00
7671	PLAYPOWER LT FARMINGTON INC							
	I-1400249401	PLAYPOWER LT FARMINGTON INC	R	5/18/2021		80.35CR	095560	80.35
0208	POMP'S TIRE SERVICE INC							
	I-90071118	POMP'S TIRE SERVICE INC	R	5/18/2021		104.95CR	095561	104.95
1246	PREVEA HEALTH							
	I-131992	PREVEA HEALTH	R	5/18/2021		817.60CR	095562	817.60
0395	PRO ONE JANITORIAL INC							
	I-171149	PRO ONE JANITORIAL INC	R	5/18/2021		1,425.00CR	095563	1,425.00
6948	RAY'S TIRE							
	I-1018166	RAY'S TIRE	R	5/18/2021		1,837.05CR	095564	1,837.05
8387	RED POWER DIESEL							
	I-1145	RED POWER DIESEL	R	5/18/2021		131.34CR	095565	131.34

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0228	RENT A FLASH OF WISCONSIN INC							
	I-75585	RENT A FLASH OF WISCONSIN INC	R	5/18/2021		359.65CR	095566	359.65
0158	ROBERT E LEE & ASSOCIATES INC							
	I-79543	ROBERT E LEE & ASSOCIATES INC	R	5/18/2021		2,558.50CR	095567	2,558.50
7914	SABA SOFTWARE (CANADA) INC							
	I-43834	SABA SOFTWARE (CANADA) INC	R	5/18/2021		5,522.99CR	095568	5,522.99
0235	SAINT VINCENT HOSPITAL							
	I-52440	SAINT VINCENT HOSPITAL	R	5/18/2021		85.27CR	095569	85.27
7951	SECURITY-LUEBKE ROOFING INC							
	I-9006606	SECURITY-LUEBKE ROOFING INC	R	5/18/2021		1,320.00CR	095570	1,320.00
3234	SHERWIN WILLIAMS							
	I-1588-4	SHERWIN WILLIAMS	R	5/18/2021		28.17CR	095571	28.17
6483	SPRINKLER CO INC, THE							
	I-83959	SPRINKLER CO INC, THE	R	5/18/2021		1,154.40CR	095572	
	I-84117	SPRINKLER CO INC, THE	R	5/18/2021		28.85CR	095572	
	I-84240	SPRINKLER CO INC, THE	R	5/18/2021		385.50CR	095572	1,568.75
4094	STATE BAR OF WISCONSIN							
	I-5092394	STATE BAR OF WISCONSIN	R	5/18/2021		49.05CR	095573	49.05
8245	TELEFLEX LLC							
	I-9503882354	TELEFLEX LLC	R	5/18/2021		612.50CR	095574	612.50
8388	GRAYOR THOMAS							
	I-202105111686	GRAYOR THOMAS	R	5/18/2021		145.00CR	095575	145.00
0415	TRI CITY GLASS INC							
	I-I04-0302-79556	TRI CITY GLASS INC	R	5/18/2021		540.00CR	095576	540.00
0268	TRUCK EQUIPMENT INC							
	I-938816-00	TRUCK EQUIPMENT INC	R	5/18/2021		567.22CR	095577	
	I-942154-00	TRUCK EQUIPMENT INC	R	5/18/2021		238.24CR	095577	805.46
7830	TUNDRA APPAREL AND PROMOTIONS							
	I-3381	TUNDRA APPAREL AND PROMOTIONS	R	5/18/2021		261.96CR	095578	261.96

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VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3858	ULINE							
	I-132538695	ULINE	R	5/18/2021		404.36CR	095579	404.36
8246	ULTIMATE SAFETY CONCEPTS INC							
	I-194150	ULTIMATE SAFETY CONCEPTS INC	R	5/18/2021		120.00CR	095580	120.00
0272	UNIFORM SHOPPE INC							
	I-309793	UNIFORM SHOPPE INC	R	5/18/2021		149.90CR	095581	149.90
0277	VAN'S FIRE & SAFETY INC							
	I-4146260	VAN'S FIRE & SAFETY INC	R	5/18/2021		191.00CR	095582	191.00
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC							
	I-5071	VANDEN PLAS PORTABLE SOLUTIONS	R	5/18/2021		137.00CR	095583	137.00
1355	RONALD J VANPRICE							
	I-202105111687	RONALD J VANPRICE	R	5/18/2021		54.85CR	095584	54.85
3767	VDH ELECTRIC INC							
	I-23646	VDH ELECTRIC INC	R	5/18/2021		7,336.30CR	095585	7,336.30
3707	VIKING ELECTRIC SUPPLY							
	I-S004646077.001	VIKING ELECTRIC SUPPLY	R	5/18/2021		265.47CR	095586	
	I-S004651885.001	VIKING ELECTRIC SUPPLY	R	5/18/2021		176.70CR	095586	442.17
3374	WEST BEND MUTUAL INS CO							
	I-202105111688	WEST BEND MUTUAL INS CO	R	5/18/2021		20.00CR	095587	20.00
2645	WI DEPT OF JUSTICE							
	I-202105111689	WI DEPT OF JUSTICE	R	5/18/2021		28.00CR	095588	28.00
7527	WI DEPT OF JUSTICE							
	I-455TIME-0000010629	WI DEPT OF JUSTICE	R	5/18/2021		799.50CR	095589	799.50
6418	WI DEPT OF NATURAL RESOURCES							
	I-WU91041	WI DEPT OF NATURAL RESOURCES	R	5/18/2021		125.00CR	095590	
	I-WU93098	WI DEPT OF NATURAL RESOURCES	R	5/18/2021		125.00CR	095590	250.00
6469	WI DOCUMENT IMAGING							
	I-132572	WI DOCUMENT IMAGING	R	5/18/2021		1,235.71CR	095591	1,235.71
7710	WI HUMANE SOCIETY							
	I-2000	WI HUMANE SOCIETY	R	5/18/2021		177.00CR	095592	177.00

PACKET: 06531 MAY 2021 COUNCIL - 2 5-18-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7350	WI MEDIA							
	I-3874829	WI MEDIA	R	5/18/2021		394.35CR	095593	394.35
1953	WRWA							
	I-202105111690	WRWA	R	5/18/2021		130.00CR	095594	130.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	102	0.00	584,088.54	584,088.54
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:	104	0.00	584,088.54	584,088.54

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 06531 MAY 2021 COUNCIL - 2 5-18-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	5/2021	129,524.90CR
201	5/2021	3,379.23CR
208	5/2021	30.34CR
260	5/2021	1,415.00CR
285	5/2021	1,295.00CR
297	5/2021	60.00CR
405	5/2021	414,227.11CR
415	5/2021	1,115.33CR
601	5/2021	25,222.30CR
650	5/2021	7,819.33CR
ALL		584,088.54CR

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Consideration on Possible Acquisition of Property for Public Purposes**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Kristen Johnson**
SUBJECT:	**Discussion and Possible Action on Award of Official Newspaper Contract.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**May 18, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Kristen Johnson**
SUBJECT:	**Resolution #21-62 Award of Official Newspaper (to be acted upon if the Council selects the official newspaper).**

ATTACHMENTS:

- Reso21-62 (PDF)

RESOLUTION #21-62
AWARDING OFFICIAL CITY NEWSPAPER CONTRACT

WHEREAS, the City of De Pere has advertised, pursuant to Wis. Stats. §985.06, and received two bids from qualified newspapers for the printing of Council proceedings and legal notices; and

WHEREAS, Wis. Stat. § 985.06 requires that the newspaper submitting the lowest effective bid be awarded the contract; and

WHEREAS, the bid from _____ is the lowest effective bid.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The _____ is designated the Official City Newspaper for the printing of Council proceedings and legal notices for the 2021-2022 contract year in accordance with its low effective bid. A copy of such bid is attached and incorporated as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of May, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____